



**LEE COUNTY PORT AUTHORITY
AIRPORTS SPECIAL MANAGEMENT COMMITTEE**

MEETING AGENDA

1:30 PM

February 18, 2020

**Training and Conference Center
Southwest Florida International Airport**

Pledge of Allegiance

Reorganization of Airports Special Management Committee

Public Comment on Consent and Administrative Agenda

Public Presentations:

- **Length of Service Award presented to Patrick Brown, employed 15 years with the Lee County Port Authority (Presented by James Furiosi, maintenance department director)**
- **Length of Service Award presented to Arlie McMillan, employed 15 years with the Lee County Port Authority (Presented by James Furiosi, maintenance department director)**
- **Length of Service Award presented to Cheryl Morrison, employed 20 years with the Lee County Port Authority (Presented by Scott Sheets, director of general aviation at Page Field)**

Consent Agenda

Administrative Agenda

Acting Executive Director Items

Port Attorney Items

Airports Special Management Committee Items

Adjourn

PUBLIC PRESENTATION

1. Request Committee present Service Awards to Pat Brown, Arlie McMillan and Cheryl Morrison.

Presenters:

James Furirosi and Scott Sheets

CONSENT AGENDA**ADMINISTRATION – Brian McGonagle**

2. Request Committee approve the minutes of the December 17, 2019 Airports Special Management Committee (ASMC) meeting.

Term:

N/A

Funding Source:

N/A

3. Request Board approve a concurring resolution authorizing the Lee County Port Authority to secure a non taxable bank loan in the form of a direct placement bond not to exceed \$42,000,000.

Term:

N/A

Funding Source:

Net revenues from the normal operation of the Southwest Florida International Airport.

4. Request the Board approve an amendment to the Crown Castle Distributed Antenna System agreement to add additional locations for DAS antennas.

Term:

September 8th, 2026

Funding Source:

N/A

5. Request Board approve a “Lease of Terminal Space at Southwest Florida International Airport” with G2 Secure Staff, L.L.C.

Term:

Month-to-month beginning February 1, 2020

Funding Source:

n/a

CONSENT AGENDA – Continued**ADMINISTRATION – Brian McGonagle**

6. Request Board approve a “Ground Lease of Certain Non-Aviation Land at Page Field” with Moralez Real Estate LLC.

Term:

Commences May 1, 2020, and continues until 20 years after the “Rent Commencement Date” (which will be no later than November 1, 2021); Lessee will have two (2) options to extend by five years each

Funding Source:

n/a

AVIATION – Gary Duncan

7. Request Board award RFB #19-18LKD, for Grounds Maintenance Service for SFIA-Multiple Entrance(s) to two (2) vendors, a primary: Commercial Landscape Professionals, Inc. dba Trimac Outdoor, and a secondary vendor: P&T Lawn and Tractor Services, Inc., in the event the primary vendor cannot perform.

Term:

One (1) year term with authority to extend term for up to three (3) additional one-year renewal periods as delegated to the Executive Director.

Funding Source:

Account WJ5300041200.503490, Lee County Port Authority Maintenance Other Contracted Services.

8. Request Board approve the purchase of air handler filters from Motion Industries, Inc. through Sourcewell Contract #121218-MII and authorize the Chair to execute the attached Service Provider Agreement on behalf of the Board.

Term:

Four (4) year Service Provider Agreement with the option for one (1), one-year renewal.

Funding Source:

General Airport Operating Revenues collected during the normal operation of Southwest Florida International Airport account WJ5200041200.504635
Equipment Repair Parts.

9. Request Board award RFB 20-15MLW for the purchase, and if needed, the installation of two (2) bridge mounted passenger boarding pre-conditioned air units (PCA) to ITW GSE Inc., the lowest, most responsive and responsible bidder in the amount of \$169,064.00 per the terms and conditions of the purchase contract.

Term:

One (1) year, to commence on or about March 12, 2020.

Funding Source:

Capital Account VB5131541200.506410

CONSENT AGENDA - Continued**AVIATION – Gary Duncan**

10. Request Board approve the use of up to \$110,000 in Passenger Facility Charge (PFC) funds to replace forty (40) sets of Personal Protective Equipment (PPE) for the Aircraft Rescue and Fire Fighting Department personnel.

Term:

NA

Funding Source:

PFC account VB5131541231.506410.

11. Request Board approve the purchase of three (3) emergency response vehicles from Tamiami Ford under Collier County Solicitation Contract 19-7522 in the amount of \$234,225.97.

Term:

N/A

Funding Source:

Account VB5131541200.506430 Vehicle and Rolling Stock.

12. Request Board approve nine (9) part time positions in our Airport Police Department (APD).

Term:

N/A

Funding Source:

APD WD5423041200.501230

DEVELOPMENT – Mark Fisher

13. Accept a state grant (Amendment to the Public Transportation Grant Agreement, Financial Project No. 420652-1-94-04) in the amount of \$2,505,653 from the Florida Department of Transportation for the Air Traffic Control Tower at Southwest Florida International Airport.

Term:

N/A

Funding Source:

N/A

14. Request Board authorize a contract with Halfacre Construction Company to provide Construction Management/General Contracting Services.

Term:

Three (3) years.

Funding Source:

N/A

CONSENT AGENDA - Continued

DEVELOPMENT – Mark Fisher

15. Request Board authorize a contract with GATES Construction to provide Construction Management/General Contracting Services.

Term:

Three (3) years.

Funding Source:

N/A

16. Authorize staff to begin contract negotiations with Atkins North America, Inc. for design phase services associated with a future new headhouse, concourse and/or other expansion of the RSW terminal

Term:

N/A

Funding Source:

N/A

PORT ATTORNEY – Greg Hagen

17. Approve Recognition Agreement recognizing sublease of Page Field Commons retail space to subtenant Trader Joe's East, Inc.

Term:

N/A

Funding Source:

N/A

ADMINISTRATIVE AGENDA

DEVELOPMENT – Mark Fisher

18. Request Board rank qualifications submitted for LOQ 19-28LKD General Architectural & Engineering Services.

Term:

3 years

Funding Source:

N/A

COMMENTS FROM THE CHAIR OF THE ASMC

ACTING EXECUTIVE DIRECTOR ITEMS

PORT ATTORNEY ITEMS

ADJOURN

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. REQUESTED MOTION/PURPOSE: Request Committee present Service Awards to Pat Brown, Arlie McMillan and Cheryl Morrison.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: N/A</p>	<p>5. CATEGORY: 1. Public Presentation</p> <hr/> <p>6. ASMC MEETING DATE: 2/18/2020</p> <p>7. BoPC MEETING DATE: N/A</p>
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<p>8. AGENDA:</p> <p><input checked="" type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p>	<p>9. REQUESTOR OF INFORMATION: (ALL REQUESTS) NAME <u>Brian McGonagle</u></p> <p>DIV. <u>Administration</u></p>
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10. **BACKGROUND:**

Length of Service Awards:

FIFTEEN-YEAR SERVICE AWARD
Pat Brown, Maintenance

FIFTEEN-YEAR SERVICE AWARD
Arlie McMillan, Maintenance

TWENTY-YEAR SERVICE AWARD
Cheryl Morrison, Base Operations at Page Field

11. RECOMMENDED APPROVAL

<p><u>DEPUTY EXEC DIRECTOR</u> <i>Benjamin R. Siegel</i></p>	<p>COMMUNICATIONS AND MARKETING</p>	<p>OTHER</p>	<p>FINANCE</p>	<p>PORT ATTORNEY</p>	<p>ACTING EXECUTIVE DIRECTOR</p>
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<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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BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

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| <p>1. REQUESTED MOTION/PURPOSE: Request Committee approve the minutes of the December 17, 2019 Airports Special Management Committee (ASMC) meeting.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: Approves minutes for December 17, 2019 ASMC meeting pursuant to Florida Statute §286.011 and LCPA Policy.</p> | <p>5. CATEGORY: 2.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 2/18/2020</p> <p>7. BoPC MEETING DATE: N/A</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>Brian McGonagle</u></p> <p>DIV. <u>Administration</u></p> |
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10. BACKGROUND:

Attachment:
ASMC Meeting Minutes-12/17/19 - Draft

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING 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>Benjamin R. Siegel</i>

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| <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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MINUTES

AIRPORTS SPECIAL MANAGEMENT COMMITTEE MEETING DECEMBER 17, 2019

A meeting of the Airports Special Management Committee (ASMC) was held this date, December 17, 2019, in the Training and Conference Center at Southwest Florida International Airport, with the following members present:

Randy Krise (Chair)
Robbie Roepstorff (Vice-Chair)
Noel Andress
John Goodrich
Fran Myers
Scott Cameron
Dana Carr

Randy Krise called the meeting to order at 1:30 p.m. followed by the Pledge of Allegiance.

On file (electronically) in the Communications and Marketing Office: Monthly Project Summary Report for December and the Procurement Status Report for December.

INTERIM EXECUTIVE DIRECTOR RECOGNITIONS: The details of the recognitions are contained in the Interim Executive Director Employee Achievement Remarks (Copy on file, electronically, in the Communications & Marketing Department at the Lee County Port Authority).

Public Comment on Consent or Administrative Agenda Items: No public comments on the Consent or Administrative agenda.

The following are Consent Agenda items pulled for discussion:

Randy Krise (Chair)	None
Robbie Roepstorff (Vice-Chair)	None
Noel Andress	None
John Goodrich	None
Fran Myers	None
Scott Cameron	None
Dana Carr	None

CONSENT AGENDA - A motion to approve the Consent agenda was made by Noel Andress, seconded by Fran Myers; called and carried (7-0).

CONSENT AGENDA ITEMS

ADMINISTRATION

1. Request Committee approve the minutes of the October 15, 2019 Airports Special Management Committee (ASMC) meeting.
Term:
N/A
Funding Source:
N/A
2. Request Committee approve the minutes of the November 7, 2019 Airports Special Management Committee (ASMC) Special meeting.
Term:
N/A
Funding Source:
N/A
3. Request Board approve the Actual Fiscal Year 2018-19 Rates and Fees for Southwest Florida International Airport and authorize any fee settlement and revenue sharing to the airlines, as required by the Airline-Airport Use Agreement.
Term:
N/A
Funding Source:
General airport operating revenues collected during the normal operation of the Airport, Fund 41200.
4. Request Board approve a budget amendment to the Fiscal Year 2019-20 Port Authority Budget to properly account for the \$50,000,000 revolving credit facility.
Term:
N/A
Funding Source:
Fund 41262 - Revolving Credit Facility
5. Request Board consent to a proposed amendment and extension of a sublease from Aero Ft. Myers, LLC to United Parcel Service, Inc.
Term:
November 1, 2019, to October 31, 2024
Funding Source:
n/a
6. Request Board approve a “Nonparticipating Airline Airport Use Permit” agreement at Southwest Florida International Airport with Swift Air, L.L.C.
Term:
month to month, beginning October 20, 2019
Funding Source:
n/a

7. Request Board approve a “First Amendment to Lease of Terminal Space at Southwest Florida International Airport” with Airline Tech Reps, LLC.
Term:
month-to-month, beginning December 1, 2019
Funding Source:
n/a
8. Request Board approve a “Second Amendment to November 9, 1999 Land Lease with ALH Aviation, LLC”
Term:
potentially extends to Jan. 31, 2051
Funding Source:
n/a
9. Request Board consent to a proposed amendment to the Fuel System Interline Agreement
Term:
until September 30, 2031
Funding Source:
n/a

AVIATION

10. Request Board award RFB 19-15LD Fuel Tank Polishing to 1800 FUELGUY, LLC d/b/a TANK KLEEN, the lowest responsive, responsible bidder, authorize the Chair to execute the attached Service Provider Agreement on behalf of the Board
Term:
One (1) year term with the possibility of three (3) additional one (1) year renewal periods.
Funding Source:
General Airport Operating Revenues collected during the normal operation of SWFIA, Account WJ53000041200.503490.
11. Request Board award RFB 19-35MLW for the Purchase of Diesel and Unleaded Fuel for the Lee County Port Authority to Palmdale Oil Company, Inc., the lowest, most responsive, responsible bidder and authorize the Chair to execute the attached Service Provider Agreement on behalf of the Board.
Term:
Initial term of three (3) years with option for one (1) additional two (2) year term.
Funding Source:
General Airport Operating Revenues collected during the normal operation of RSW & FMY, Account WJ5100041200.505210 Maintenance Resources.
12. Request Board permit transfer of \$7,613.00 from fund 10501 Law Enforcement Trust Fund to 41200 for the purchase of a portable hardtop canopy.
Term:
N/A
Funding Source:
10501 Law Enforcement Trust Fund

13. Request Board approve the transfer of \$5,530 from fund 10501 - Law Enforcement Trust Fund to 41200 for the purchase of a LiveScan Electronic Fingerprint System.

Term:

N/A

Funding Source:

10501 Law Enforcement Trust Fund

14. Request the Board approve the purchase of one (1) 2019 John Deere 6120M Tractor with 30-foot telescoping boom and 60-inch radial cutting deck from Alamo Industrial utilizing the Florida Sheriffs Association Cooperative Purchasing Program (FSA19-Veh 17.0) for a total cost of \$186,478.00.

Term:

N/A

Funding Source:

Capital Account VB5131541200.506410 in the amount of \$186,478.00.

DEVELOPMENT

15. Accept a revision to the state grant (Public Transportation Grant Agreement, Financial Project Nos. 441981-1-94-01 and 441981-1-94-02) with the Florida Department of Transportation for the Terminal Expansion at Southwest Florida International Airport.

Term:

N/A

Funding Source:

N/A

16. Request Board approve a contract amendment to DeAngelis Diamond Construction, General Construction Manager-General Contractor to extend the contract time to complete six land management Tasks.

Term:

September 30, 2020

Funding Source:

N/A

PORT ATTORNEY

17. Approve Recognition Agreement recognizing sublease of Page Field Commons retail space to Ross Dress for Less, Inc.

Term:

N/A

Funding Source:

N/A

ADMINISTRATIVE AGENDA ITEMS

ADMINISTRATION

18. Update on the RSW Terminal Expansion Project

Term:

N/A

Funding Source:

N/A

Interim Executive Director Ben Siegel gave a brief summary of the item to the Committee before introducing Deputy Executive Director of Development Mark Fisher who updated the members on the details of the project. There was a robust discussion both during and after the presentation, with numerous questions and comments by the ASMC members, all of which were answered satisfactorily by Mr. Siegel and Mr. Fisher. Inquiries included funding for the project, new gate options of a headhouse added to Concourse C versus a new concourse, the timeframe for new gates, expansion of the baggage handling system, passenger traffic balance on the concourses and a discussion about security checkpoints.

INTERIM EXECUTIVE DIRECTOR ITEMS

Items of interest are contained in the Interim Executive Director Remarks dated Dec. 17, 2019 (copy on file, electronically, in the Communications & Marketing Department at the Lee County Port Authority).

PORT ATTORNEY ITEMS

Senior Assistant Port Authority Attorney Gregory S. Hagen wished everyone "Happy Holidays."

AIRPORTS SPECIAL MANAGEMENT COMMITTEE ITEMS

Noel Andress asked staff to give some thought to incorporating solar energy into the Terminal Expansion Project.

Fran Myers expressed her gratitude to everyone who donated to the annual Fort Myers Beach Spirit of the Holidays Dinner Auction and mentioned the Fire Truck event for distributing the donated gifts will be held on Dec. 21, 2019.

Chair Randy Krise wished everyone a "Merry Christmas."

ADJOURN

The Chair adjourned the meeting at 2:24 p.m.

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

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| <p>1. REQUESTED MOTION/PURPOSE: Request Board approve a concurring resolution authorizing the Lee County Port Authority to secure a non taxable bank loan in the form of a direct placement bond not to exceed \$42,000,000.</p> <p>2. FUNDING SOURCE: Net revenues from the normal operation of the Southwest Florida International Airport.</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: Allows for the refinancing of the 2010A Series Bonds.</p> | <p>5. CATEGORY: 3.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 2/18/2020</p> <p>7. BoPC MEETING DATE: 3/12/2020</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>Brian McGonagle</u></p> <p>DIV. <u>Administration</u></p> |
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10. BACKGROUND:

The Port Authority currently has \$36,790,000 of Series 2010A Bonds outstanding. These bonds are eligible to be refinanced beginning on April 1, 2020, and with current interest rate conditions, refinancing would produce meaningful debt service savings. At current interest rates, annual debt service savings is anticipated to be \$600,000 or 5% in present value savings. Given the relatively low amount of outstanding principal and short maturities (2020-2022), the Port Authority's financial advisor has indicated that a direct placement bond issue with a bank could be a less costly and more efficient alternative than issuing bonds through a public offering. This resolution authorizes a Request for Bids (RFB) from qualified banks and delegates the authority to the Chairman to award the bid to the lowest, most responsive bidder. The Airport expects to advertise the RFB in March with a May closing of the loan agreement.

- Attachments:
1. Resolution
 2. Concurring Resolution
 3. RFB # 20-30

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING 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>Benjamin R. Siegel</i>

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| <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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2020A SERIES RESOLUTION

**RESOLUTION NO. 20-__-20
(AIRPORT REVENUE REFUNDING BOND, SERIES 2020A (AMT))**

A RESOLUTION SUPPLEMENTING RESOLUTION NO. 00-03-04 OF LEE COUNTY, FLORIDA, ADOPTED ON MARCH 13, 2000, AUTHORIZING THE REFUNDING OF ALL OR A PORTION OF THE COUNTY'S OUTSTANDING AIRPORT REVENUE REFUNDING BONDS, SERIES 2010A (AMT); PROVIDING FOR THE ISSUANCE OF NOT EXCEEDING \$42,000,000 AIRPORT REVENUE REFUNDING BOND, SERIES 2020A (AMT), TO FINANCE THE COST OF SUCH REFUNDING; PROVIDING FOR THE PAYMENT OF THE BOND FROM THE PLEDGED FUNDS OF THE AIRPORT; PROVIDING FOR THE NEGOTIATED SALE OF SUCH BOND; AUTHORIZING THE CHAIRMAN OF THE BOARD TO DETERMINE THE DATE OF SALE, THE WINNING PROPOSAL AND TERM SHEET, DETAILS OF THE BOND AND TO EXECUTE LOAN DOCUMENTS; PROVIDING FOR THE CONDITIONS OF SALE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE AND DELIVERY OF THE SERIES 2020A BOND; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS AND THE TAKING OF ALL OTHER NECESSARY ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE SERIES 2020A BOND; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA (hereinafter called "Board"), as follows:

ARTICLE I
AUTHORITY, DEFINITIONS AND FINDINGS

SECTION 1.01 AUTHORITY FOR THIS RESOLUTION. This resolution is adopted pursuant to the provisions of Chapter 125, Part I, and Chapter 332, Florida Statutes, and other applicable provisions of law, and Resolution No. 92-08-48, adopted by the Board on August 26, 1992, as amended and supplemented from time to time and amended and restated pursuant to Resolution No. 00-02-45 adopted on February 16, 2000, as amended and restated pursuant to Resolution No. 00-03-04 adopted March 13, 2000 (collectively, the "Master Resolution"), and is supplemental to the Master Resolution.

SECTION 1.02 DEFINITIONS. Unless the context otherwise requires, the capitalized terms used in this resolution shall have the meanings specified in this Section. Capitalized terms not otherwise defined in this Section shall have the meanings specified in the Master Resolution.

Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

"Bond Resolution" means, collectively, the Master Resolution, this resolution and all resolutions amendatory hereof or supplemental hereto.

"Chairman" means, the Chairman or Chairwoman of the Board of County Commissioners of the County, or in the absence of the Chairman or Chairwoman, the Vice Chair or other designee.

"Conditional Redemption" means a redemption with respect to which a notice of redemption has been given to Bondholders and in which notice it is stated, among other things, that the redemption is conditional upon a deposit of funds and/or certain other conditions as may be provided therein.

"Loan" means the Loan of moneys from the Purchaser to the County pursuant to the Term Sheet which Loan shall be secured by the Series 2020A Bond.

"Master Resolution" means Resolution No. 92-08-48, adopted by the Board on August 26, 1992, as amended and supplemented from time to time, and as amended and restated by Resolution No. 00-02-45, adopted on February 16, 2000 and Resolution No. 00-03-04, adopted on March 13, 2000.

"Outstanding Parity Bonds" means the County's outstanding (i) Airport Revenue Refunding Bonds, Series 2011A (AMT), (ii) Airport Revenue Refunding Bonds, Series 2015 (Non-AMT), and (iii) any Unrefunded Bonds.

"Purchaser" means the purchaser of the Series 2020A Bond which shall be selected by the Chairman.

"Refunded Bonds" means all or a portion of the County's outstanding Airport Revenue Refunding Bonds, Series 2010A (AMT), the portion to be refunded shall be identified and determined by the Chairman upon advice of the County's Financial Advisor.

"Refunding" means the program for refinancing the Refunded Bonds through the issuance of the Series 2020A Bond authorized by the Bond Resolution.

"Refunding Costs" means but shall not necessarily be limited to: the cost of payment of the principal of, redemption premium, if specified, and interest on the Refunded Bonds; expenses for estimates of costs; the fees of fiscal agents, financial advisors and consultants; administrative expenses; the establishment of reasonable reserves for the payment of debt service on the Series 2020A Bond; discount upon the sale of the Series 2020A Bond; the expenses and costs of issuance of the Series 2020A Bond; such other expenses as may be necessary or incidental to the financing authorized by the Bond Resolution, to the Refunding, and to the accomplishing thereof, and reimbursement to the County for any sums expended for the foregoing purposes to the extent permitted under the applicable provisions of the Code.

"Series 2020A Bond" means the Airport Revenue Refunding Bond, Series 2020A (AMT), authorized to be issued herein.

"Series 2020A Subaccounts" means the separate accounts established and maintained pursuant to the provisions of this resolution for the benefit of the Registered Owners of the Series 2020A Bond.

"Term Sheet" means the proposal to make the Loan by the Purchaser of the Series 2020A Bond.

"Unrefunded Bonds" means the portion of the County's Airport Revenue Refunding Bonds Series 2010A (AMT), if any, remaining outstanding after the issuance of the Series 2020A Bond.

SECTION 1.03 FINDINGS. It is hereby ascertained, determined and declared that:

A. It is necessary and in the best interests of the health, safety, and welfare of the County and its inhabitants that the County undertake the Refunding. The County is authorized pursuant to the provisions of the Act and the Master Resolution to undertake the Refunding.

B. The County is advised that it can achieve debt service savings if it proceeds with the Refunding, however, the County is without adequate, currently available funds to pay the Refunding Costs. It is necessary and desirable and in the best interests of the County that it borrow the moneys necessary to accomplish the Refunding. The County is authorized pursuant to the provisions of the Act and the Master Resolution to borrow moneys necessary to pay the cost of the Refunding.

C. The County anticipates receiving the Pledged Funds, and the Pledged Funds are not pledged or encumbered to pay any other debts or obligations of the County except the County's Outstanding Parity Bonds and the Refunded Bonds, which pledge of and lien on will be on a parity with the Series 2020A Bond.

D. The Pledged Funds are estimated to be sufficient to pay the Bond Service Requirement on the Series 2020A Bond and to make all other payments required to be made by the provisions of the Bond Resolution.

E. The principal of and interest on the Series 2020A Bond, and all required payments into the Series 2020A Subaccounts, shall be payable from and secured solely by a pledge of and lien on the Pledged Funds. Neither the County, the Authority nor the State of Florida or any political subdivision thereof or governmental authority or body therein, shall ever be required to levy ad valorem taxes to pay the principal of and interest on the Series 2020A Bond or to make any of the required payments into the Series 2020A Subaccounts, and the Series 2020A Bond shall not be secured by a lien upon any property owned by or situated within the corporate limits of the County other than the Pledged Funds in the manner provided herein and the Master Resolution.

F. Section 5.12 of the Master Resolution provides for the issuance of Additional Parity Bonds under the terms, limitations and conditions provided therein. Prior to the issuance of the Series 2020A Bond, the County shall demonstrate compliance with the provisions of Section 5.12 of the Master Resolution. Upon the issuance of the Series 2020A Bond, the Series 2020A Bond and the Outstanding Parity Bonds shall be on a parity and rank equally as to lien on and source and security for payment from the Pledged Funds.

G. A negotiated sale of the Series 2020A Bond is in the best interest of the County and is found to be necessary because the volatility and sensitivity of interest rates has increased the risk of sale upon advertisement, and it is more likely that the County will achieve better market timing and therefore, a lower interest rate by sale through negotiation.

H. The County will solicit proposals from interested financial institutions for the purchase of the Series 2020A Bond and the provision of the Loan.

I. In order to enable the timely sale and award of the Series 2020A Bond, the County hereby determines that it is in the best interests of the County to authorize the Chairman to determine, based upon the advice of the Authority's Financial Advisor, the best proposal for the purchase of the Series 2020A Bond and to authorize the Chairman to execute and deliver the Series 2020A Bond in substantially the form provided herein, subject to certain conditions set forth herein.

J. It is necessary and desirable to designate the Bond Registrar and Paying Agent for the Series 2020A Bond, and to authorize the taking of all other actions in connection with the issuance and delivery of the Series 2020A Bond.

SECTION 1.04 RESOLUTION AND MASTER RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the acceptance of the Series 2020A Bond authorized to be issued hereunder by those who shall be the Registered Owner of the same from time to time, this resolution and the Master Resolution shall be deemed to be and shall constitute a contract between the County and such Registered Owner. The covenants and agreements in the Master Resolution and herein set forth to be performed by the County shall be for the equal benefit, protection and security of the Registered Owner of the Series 2020A Bond and the Outstanding Parity Bonds, all of which shall be of equal rank and without preference, priority or distinction of the Series 2020A Bond and the Outstanding Parity Bonds over any other thereof, except as expressly provided therein and herein.

**ARTICLE II
AUTHORIZATION OF REFUNDING;
AUTHORIZATION OF ISSUANCE OF SERIES 2020A BOND;
DESCRIPTION, DETAILS
AND FORM OF SERIES 2020A BOND**

SECTION 2.01 AUTHORIZATION OF REFUNDING. The Board hereby authorizes the Refunding. The Board hereby ratifies and affirms all actions previously taken in furtherance of the Refunding.

SECTION 2.02 AUTHORIZATION AND SALE OF SERIES 2020A BOND. Subject and pursuant to the provisions of this resolution and the Master Resolution, an obligation of the County, to be known as "Airport Revenue Refunding Bond, Series 2020A (AMT)" is hereby authorized to be issued in the aggregate principal amount of not exceeding \$42,000,000 for the purpose of financing the Refunding Costs, and is hereby authorized to be awarded and sold to the Purchaser, pursuant to the conditions stated herein.

SECTION 2.03 DESCRIPTION OF SERIES 2020A BOND; AUTHORITY TO DETERMINE DETAILS OF BOND; CONDITIONS TO EXERCISE OF AUTHORITY. Subject to the conditions hereinafter set forth, the

Chairman is hereby authorized and empowered to determine for the Series 2020A Bond and the Loan, the winning proposal and Term Sheet, the date of sale, principal amount, maturity dates, interest rates, dated date, redemption provisions, and other details of the Series 2020A Bond, and to execute the winning Term Sheet on behalf of the County. The Term Sheet shall be executed on behalf of the County by the Chairman, upon the advice of the Authority's Financial Advisor and Bond Counsel. The conditions to exercise the authority to execute the Term Sheet are:

A. The aggregate principal amount of the Series 2020A Bond to be sold shall not exceed \$42,000,000.

B. The Series 2020A Bond has a final maturity date that is not later than the last maturity date of the Refunded Bonds.

C. The County and the Authority shall have received a disclosure statement from the Purchaser, setting forth the information required by Section 218.385, Florida Statutes.

D. The anticipated present value debt service savings to be realized by the Refunding will be at least 3% of the par amount of the Refunded Bonds.

E. The Series 2020A Bond may be callable for redemption prior to maturity by the County at such time and redemption price, if any, as shall be determined by the Chairman upon advice of the Financial Advisor.

F. The Chairman shall determine which Bonds shall constitute Refunded Bonds.

Upon satisfaction of all of the requirements set forth above in this Section 2.03, the Chairman is authorized to execute and deliver the Term Sheet containing terms that comply with the provisions of this Section 2.03, and the Series 2020A Bond shall be sold to the Purchaser pursuant to the provisions of such Term Sheet. The Chairman may rely upon the advice of the Authority's Financial Advisor and Bond Counsel as to the satisfaction of the aforementioned conditions. Upon execution of the Term Sheet, no further action shall be required on the part of the County or the Authority under this resolution to effect the sale of the Series 2020A Bond to the Purchaser.

If the Chairman determines, based upon the advice of the Authority's Financial Advisor, that the sale of the Series 2020A Bond in multiple series or installments would be beneficial to the County, then the foregoing provisions with regard to the award and sale of the Series 2020A Bond shall apply to each series or installment separately, provided that the aggregate principal amount of all series shall not exceed \$42,000,000. Separate Term Sheets may be entered into for each series of Series 2020A Bond. If more than one series of Series 2020A Bond shall be issued, then references to "Series 2020A

Bond" herein shall be deemed to be references to each series of Series 2020A Bond, individually and/or collectively, as the context requires.

SECTION 2.04 FORM OF SERIES 2020A BOND. The text of the Series 2020A Bond shall be in substantially the form of EXHIBIT A attached hereto, with such omissions, insertions, and variations as may be necessary and desirable, and as may be authorized or permitted by this resolution or by subsequent resolution or resolutions adopted prior to the issuance thereof, and as may be necessary to reflect the characteristics of the Series 2020A Bond.

SECTION 2.05 CONDITIONAL REDEMPTION. Any optional redemption of the Series 2020A Bond may be a Conditional Redemption and in such case, the notice of redemption shall state that the redemption is conditioned upon the conditions set forth therein, and such notice and optional redemption shall be of no effect (i) if by no later than the scheduled redemption date, the conditions set forth therein have not been satisfied, or (ii) the County rescinds such notice on or prior to the scheduled redemption date. If a redemption is a Conditional Redemption, such redemption may be conditioned upon receipt by the Paying Agent for the Series 2020A Bond or the escrow agent named by the County of sufficient moneys to redeem the Series 2020A Bond and the satisfaction of such other conditions set forth in the notice of redemption. A Conditional Redemption shall be deemed canceled once the County has given notice of rescission. The County shall give notice of rescission of a Conditional Redemption by the same means as is provided for the giving of notice of redemption. Any portion of the Series 2020 Bond subject to a Conditional Redemption which has been canceled shall remain Outstanding, and neither the rescission nor the failure of funds being made available in part or in whole on or before the proposed redemption date shall constitute an Event of Default.

ARTICLE III APPLICATION OF PROVISIONS OF MASTER RESOLUTION

SECTION 3.01 APPLICATION OF PROVISIONS OF THE MASTER RESOLUTION. The Series 2020A Bond shall for all purposes be considered to be a Bond issued under the authority of the Master Resolution and shall be entitled to all the protection and security provided therein for Bonds. The covenants and pledges contained in the Master Resolution shall be applicable to the Series 2020A Bond herein authorized.

SECTION 3.02 SECURITY FOR SERIES 2020A BOND. (A) PLEDGE AND LIEN. The Series 2020A Bond shall be secured forthwith equally and ratably by a pledge of and lien upon the Pledged Funds on a parity with the Outstanding Parity Bonds. The Series 2020A Bond shall not be or constitute general obligations or an indebtedness of the County as "bonds" within the meaning of the Constitution of Florida, but shall be payable from and secured solely by a lien upon and pledge of the Pledged Funds as provided herein and in the Master Resolution. No Registered Owner of the Series 2020A

Bond shall ever have the right to compel the exercise of the ad valorem taxing power of the County or taxation in any form of property therein to pay the Bond Service Requirement on the Series 2020A Bond. The Series 2020A Bond shall not constitute a lien upon any property of or in the County or the Authority except the Pledged Funds in the manner provided herein and in the Master Resolution.

(B) **SERIES SUBACCOUNTS.** There are hereby created and established in the Funds and Accounts created and established pursuant to Section 5.02(a) of the Master Resolution the following Series Subaccounts, hereinbefore defined as the "Series 2020A Subaccounts": in the Sinking Fund, the "Series 2020A Bond Subaccount," which includes (a) the "Series 2020A Bond Principal Subaccount," (b) the "Series 2020A Bond Interest Subaccount," and (c) the "Series 2020A Bond Redemption Account."

(C) **USE OF PLEDGED FUNDS.** All Pledged Funds and Investment Earnings thereon shall be applied and deposited in the manner provided in Section 5.02 of the Master Resolution. Moneys and Authorized Investments on deposit at any time in the Series 2020A Subaccounts may be used and applied only in the manner provided in Section 5.02 of the Master Resolution. Moneys on deposit in the Series 2020A Subaccounts may be invested and reinvested only in Authorized Investments in the manner provided in Section 5.02(d) of the Master Resolution.

(D) **RESERVE REQUIREMENT.** The Series 2020A Bond will be secured by the Reserve Account created under the Master Resolution to the same extent as the Outstanding Parity Bonds.

(E) **EXCESS MONEYS.** Any excess moneys in the funds and accounts established by the Bond Resolution for payment of debt service on the Refunded Bonds may be used as part of the Refunding.

SECTION 3.03 REMEDIES. Any Registered Owner of Series 2020A Bond shall have available the remedies specified in the Master Resolution.

ARTICLE IV APPLICATION OF PROCEEDS

SECTION 4.01 APPLICATION OF PROCEEDS OF THE SERIES 2020A BOND. The proceeds, including accrued interest and premium, if any, received from the sale of the Series 2020A Bond shall be applied by the County in the following manner and order of priority, simultaneously with their delivery to the Purchaser as follows:

A. To the extent not otherwise paid and subject to federal income tax rules and regulations, the County shall pay all costs and expenses in connection with the preparation, issuance and sale of the Series 2020A Bond.

B. The amount necessary to pay the principal, premium, and interest on the Refunded Bonds on the date of redemption in accordance with the terms thereof shall be paid to the Paying Agent for the Refunded Bonds.

C. Any remaining amounts shall be deposited into the Series 2020A Bond Interest Subaccount in the Sinking Fund.

ARTICLE V MISCELLANEOUS PROVISIONS

SECTION 5.01 SALE OF SERIES 2020A BOND. The Series 2020A Bond shall be issued and sold at negotiated sale in such manner consistent with the provisions of the Act, the laws of the State, and the requirements of this resolution and the Master Resolution.

SECTION 5.02 BOND REGISTRAR AND PAYING AGENT. The Office of the Clerk of the County is hereby designated Bond Registrar and Paying Agent for the Series 2020A Bond.

SECTION 5.03 AUTHORIZATION FOR EXECUTION OF SERIES 2020A BOND AND OF ADDITIONAL DOCUMENTS AND CERTIFICATES IN CONNECTION WITH THE DELIVERY THEREOF; APPROVAL OF THE NECESSARY ACTION. The Chairman, Clerk to the Board, and Executive Director, on the advice of the County Attorney and Bond Counsel to the County, are hereby authorized and empowered, collectively and individually, to take all action and steps and to execute and deliver, on behalf of the County, and in their official capacities, the Series 2020A Bond, and any and all instruments, documents, or certificates, including a tax compliance certificate, which are necessary or desirable in connection with the issuance and delivery of the Series 2020A Bond and implementation of the Loan.

The approval of various documents and certificates hereby is declared to be of such documents in substantially the form attached hereto as exhibits or as subsequently prepared, upon the advice of the County Attorney and Bond Counsel, with such insertions, deletions, and variations thereto as shall be approved by the officers executing such documents and certificates on behalf of the County, and in their official capacities, upon the advice of the County Attorney and Bond Counsel, such officers' approval thereof to be presumed by their execution.

SECTION 5.04 SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions of this resolution should be held to be contrary to any express provision of law or to be contrary to the policy of express law, though not expressly prohibited, or to be against public policy, or should for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements,

or provisions of, and in no way affect the validity of, all the other provisions of the Master Resolution or this resolution or of the Series 2020A Bond.

SECTION 5.05 REPEALING CLAUSE. All resolutions of the County, or parts thereof, in conflict with the provisions of this resolution are to the extent of such conflict hereby superseded and repealed.

SECTION 5.06 EFFECTIVE DATE. This resolution shall take effect immediately upon the final approval hereof.

DULY ADOPTED, IN REGULAR SESSION ON THIS ____ DAY OF _____,
2020.

**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

(SEAL)

By: _____
Brian Hamman, Chairman

ATTEST:

LINDA DOGGETT, CLERK

Clerk

APPROVED AS TO FORM:

County Attorney

EXHIBIT A
FORM OF SERIES 2020A BOND

No. R-1

\$ _____

UNITED STATES OF AMERICA
STATE OF FLORIDA
LEE COUNTY
AIRPORT REVENUE REFUNDING BOND, SERIES 2020A (AMT)

<u>RATE OF INTEREST</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>
_____%	_____	_____

PRINCIPAL AMOUNT:

LEE COUNTY, FLORIDA (the "Issuer"), for value received, hereby promises to pay, solely from the Pledged Funds hereinafter described, to the order of _____, or its successors or assigns (the "Bondholder"), the principal sum of _____ AND 00/100 DOLLARS (\$ _____) (the "Principal Amount"), and to pay interest on such outstanding Principal Amount from the Date of Original Issue thereof, or from the most recent date to which interest has been paid at the Interest Rate per annum identified above semi-annually on April 1 and October 1 of each year, commencing _____ 1, 2020, until such Principal Amount shall have been paid. The Interest Rate shall be subject to change as provided herein. The Principal Amount hereof shall be payable as described below or upon earlier redemption described herein. Such Principal Amount and interest is payable in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts [and shall be paid by automated clearing house (ACH) debit to the Bondholder]. In any case where the due date of interest on or principal of this Bond is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the nominal date of payment. The Paying Agent and Bond Registrar for the Bond shall be the Office of the Clerk of the Issuer. Interest shall be calculated based upon a year of 360 days consisting of twelve 30 day months. No presentment or delivery shall be required for payment on this Bond. Upon payment of all amounts due and owing under this Bond, whether by maturity or earlier redemption, this Bond shall be marked cancelled and promptly returned to the Issuer.

The Principal Amount of this Bond shall be payable in the following amounts on the following dates (a complete debt service schedule is attached hereto as Exhibit A which is provided for informational purposes only, and absent manifest error the Bondholder's determination shall be deemed conclusive):

<u>Payment Date</u>	<u>Redemption Requirement</u>	<u>Payment Date</u>	<u>Redemption Requirement</u>
	\$		\$

[The Issuer may prepay this Bond in whole or in part on any Business Day on or after _____, at a prepayment price equal to 100% of the principal amount of this Bond to be prepaid, plus accrued interest to the prepayment date, upon at least two Business Days' prior written notice to the Bondholder specifying the amount of the prepayment.]

This Bond is one of a Series of Bonds, originally authorized to be issued in the aggregate principal amount of \$_____, issued to finance the cost of refunding all or a portion of the County's outstanding Airport Revenue Refunding Bonds, Series 2010A (AMT) (the "Series 2010A Bonds"), and all costs incidental thereto, under the authority of and in full compliance with the Constitution and Statutes of the State of Florida, including particularly Chapter 125 Part I, and Chapter 332, Florida Statutes, and other applicable provisions of law, and Resolution No. 92-08-48, adopted by the Board of County Commissioners (the "Board") on August 26, 1992, as amended and restated by Resolution No. 00-02-45, adopted on February 16, 2000, and as amended and restated by Resolution No. 00-03-04 adopted on March 13, 2000, as amended and supplemented from time to time, particularly as supplemented by Resolution No. _____, adopted by the Board on _____, 2020 (hereinafter collectively called the "Bond Resolution"), and is subject to all the terms and conditions of the Bond Resolution. Capitalized terms used herein shall have the meaning specified in the Bond Resolution.

This Bond is a special and limited obligation payable from and secured solely by lien upon and pledge of (i) the Net Revenues of the Airport, (ii) the amounts on deposit in the Sinking Fund and all accounts thereunder, except as provided in the Bond Resolution, the Subordinated Indebtedness Fund (other than the proceeds of Subordinated Indebtedness), the Renewal, Replacement and Improvement Fund and the Airport Fund, and (iii) until expended, the amounts on deposit in the applicable Series 2020A Bond Subaccount (collectively, the "Pledged Funds"), all in the manner provided in and subject to terms and conditions of the Bond Resolution. The lien on the Pledged Funds for payment of the Series 2020A Bond is on a parity with certain outstanding Bonds, together with any Additional Parity Bonds hereafter issued under the Bond Resolution. This Bond does not constitute a general obligation or indebtedness of the County as a "bond" within meaning of the State constitution, and it is expressly agreed by the Registered Owner of this Bond that such Registered Owner shall never have the right to require or compel the exercise of the valorem taxing power of the County, or the taxation of any property of or in the County, for the payment of the principal of and interest on this Bond or for the making of any sinking fund, reserve or other payments provided for in the Bond Resolution.

It is further agreed between the County and the Registered Owner of this Bond, that this Bond and the obligation evidenced hereby shall not constitute a lien upon any property of the County or the Authority, but shall constitute a lien only on the Pledged Funds, in the manner provided in the Bond Resolution.

The County has entered into certain covenants with the Registered Owner of this Bond for the terms of which reference is made to the Bond Resolution. In particular, the County has reserved the right to defease the lien of this Bond upon the Pledged Funds upon making provision for payment of the Bond as provided in the Bond Resolution.

[INSERT ADDITIONAL COVENANTS]

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the County, the Bond Registrar, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The Registered Owner of this Bond, by acceptance hereof, assents to all of the provisions of the Bond Resolution.

This Bond is and has all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code-Investment Securities Laws of the State of Florida, and the Registered Owner and each successive Registered Owner of this Bond, shall be conclusively deemed by his acceptance hereof to have agreed that this Bond shall be and have all the qualities and incidents of negotiable instruments under the laws of the State of Florida.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent and in the issuance of this Bond, exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of this Bond does not violate any constitutional or statutory limitation.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication hereon shall have been executed by the Bond Registrar.

IN WITNESS WHEREOF, Lee County, Florida has issued this Bond and has caused the same to be executed by its Chairman, either manually or with his facsimile signature, and the corporate seal of said County or a facsimile thereof to be affixed hereto or imprinted or reproduced hereon and attested by the manual or facsimile signature of the Clerk, all as of the Date or Original Issue provided above.

LEE COUNTY, FLORIDA

(SEAL)

By: _____
Brian Hamman, Chairman

ATTEST:

LINDA DOGGETT, CLERK

Clerk

BOND REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is of the issue described in the within mentioned Bond Resolution.

LEE COUNTY, FLORIDA,
as Bond Registrar

By: _____
Clerk

Date of Authentication: _____

The following abbreviations, when used in the inscription on the face of the within bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the
entireties

JT TEN as joint tenants with
right of survivorship
and not as tenants in
common

UNIF GIFT MIN ACT - _____
(Cust).
Custodian for _____
(Minor)

under Uniform Gifts to Minors Act of

(State)

Additional abbreviations may also be used although not listed above.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers to

(Please insert Social Security or other Identifying Number of Assignee)

the within Bond and does hereby irrevocably constitute and appoint the Bond Registrar as his agent to transfer the Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature guaranteed.

NOTICE: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within note in every particular, without alteration or enlargement or change whatever.

(Authorized Officer)

Concurring Series 2020A Resolution

PA _____

A RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY APPROVING THE ISSUANCE OF NOT EXCEEDING \$_____ AGGREGATE PRINCIPAL AMOUNT OF THE AIRPORT REVENUE REFUNDING BOND, SERIES 2020A (AMT) TO BE ISSUED BY LEE COUNTY, FLORIDA, TO REFUND ALL OR A PORTION OF THE COUNTY'S OUTSTANDING AIRPORT REVENUE REFUNDING BONDS, SERIES 2010A (AMT) AND TO PAY THE COSTS OF ISSUING THE BOND HEREIN APPROVED; CONCURRING IN THE RESOLUTION TO BE ADOPTED BY THE COUNTY PROVIDING FOR THE ISSUANCE OF SUCH BOND AND THE SECURITY THEREFOR AND AGREEING TO BE BOUND BY THE COVENANTS, TERMS AND CONDITIONS OF SAID RESOLUTION; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY (hereinafter called the "Board") as follows:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of the Florida Constitution, Chapter 125, Florida Statutes, Chapter 332, Florida Statutes, County Ordinance No. 01-14 and other applicable provisions of law.

SECTION 2. DEFINITIONS. As used herein, unless the context otherwise requires all capitalized terms shall have the meanings ascribed to such terms in the resolution proposed for adoption by the Board of County Commissioners of Lee County, Florida, the form of which is attached hereto and incorporated herein by reference as if the same were set out herein in full (the "County Resolution").

SECTION 3. INTERPRETATION. Any reference herein to the County or the Authority, or to any member or officer of either, includes entities or officials succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

SECTION 4. FINDINGS. The Board hereby adopts and confirms the findings of the County set forth in the County Resolution.

SECTION 5. RESOLUTION CONSTITUTES A CONTRACT. In consideration of the acceptance of the Bond by those who shall be the Registered Owners thereof from time to time, this Resolution shall be deemed to be and shall constitute a contract between the County, the Authority, and such Registered Owners. The covenants and agreements herein set forth herein and in the County Resolution shall be for the equal benefit, protection, and security of the Registered Owners of the Bond and Outstanding Parity Bonds.

SECTION 6. APPROVAL OF COUNTY RESOLUTION. The Board hereby concurs with, joins in, and ratifies the adoption of the County Resolution. By such concurrence the Board hereby agrees to be bound by and comply with all of the terms, covenants and provisions of the County Resolution, including, in particular but without limitation, the terms, covenants and provisions set forth in Article III and Article IV of the County Resolution. The provisions of this Section 6 shall apply to the County Resolution in the form attached to this Resolution and not to any future amendments thereof unless the Authority shall have consented to the adoption of such amendment.

SECTION 7. PLEDGE OF PLEDGED FUNDS. The Pledged Funds, as defined in the County Resolution, in an amount sufficient to pay the debt service on the Bond authorized in the County Resolution and to make all other payments provided for in the County Resolution are hereby irrevocably pledged to such payments as the same become due; provided that said pledge may be released and extinguished by defeasance as provided in the County Resolution.

SECTION 8. AUTHORIZATION FOR EXECUTION OF DOCUMENTS AND CERTIFICATES IN CONNECTION WITH THE ISSUANCE OF SERIES 2020A BOND; APPROVAL OF THE NECESSARY ACTION. The Chair of the Board or in the absence of the Chairman or in the event of his inability to act, the Vice Chairman of the Board, the Clerk of the Board, and the Executive Director, or their respective designees, on the advice of the Financial Advisor, and Authority Attorney are hereby authorized and empowered, collectively and individually, to take all action and steps and to execute and deliver, on behalf of the Authority, and in their official capacities, any and all instruments, documents, or certificates which are necessary or desirable in connection with the issuance and delivery of the Series 2020A Bond.

SECTION 9. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions of this Resolution should be held to be contrary to any express provision of law or to be contrary to the policy of express law, though not expressly prohibited, or to be against public policy, or should for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements, or

provisions of, and in no way affect the validity of, all the other provisions of this Resolution or of the Bond.

SECTION 10. REPEALING CLAUSE. All resolutions of the Board, or parts thereof, in conflict with the provisions of this Resolution are to the extent of such conflict hereby superseded and repealed.

SECTION 11. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED, in Regular Session this _____ day of _____, 2020.

**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

(SEAL)

By: _____
Brian Hamman, Chairman

ATTEST:

LINDA DOGGETT, CLERK

Clerk

APPROVED AS TO FORM:

County Attorney



**11000 Terminal Access Road
Suite 8671
Fort Myers, Florida 33913**

REQUEST FOR BIDS (RFB)

RFB 20-30TLB

FOR

**FIXED RATE DIRECT PLACEMENT BOND
IN AN AMOUNT UP TO \$42,000,000 FROM
LEE COUNTY, FLORIDA**

DATED: Tuesday, March 17, 2020

DESIGNATED CONTACT

PURCHASING OFFICE

TERRI L. BORTZ, PROCUREMENT AGENT

TELEPHONE: (239) 590-4554

EMAIL: tlbortz@flylcpa.com

PREBID MEETING: NO PREBID MEETING FOR THIS PROJECT
QUESTIONS AND CLARIFICATION REQUESTS DUE BY: Tuesday, March 31, 2020
BIDS DUE: Tuesday, April 14, 2020



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PART A – GENERAL INFORMATION AND CONDITIONS

1. NOTICE TO BIDDERS

NOTICE IS HEREBY given that sealed bids will be received by the LEE COUNTY PORT AUTHORITY, sometimes referred to as "Port Authority," "Authority," or "Owner." Opening of the bids will occur at the stated place, date and time. The Lee County Port Authority reserves the right to extend the time and date of the Bid Opening in its sole discretion, when deemed to be in the best interest of the Authority.

BID OPENING: Tuesday, April 14, 2020 at 2:00 P.M., LOCAL TIME, THIRD FLOOR CONFERENCE ROOM, 11000 TERMINAL ACCESS ROAD, SUITE 8671, FORT MYERS, FL 33913-8899

2. DELIVERY OF BIDS

The delivery of the sealed bid to the Lee County Port Authority prior to the deadline is solely and strictly the responsibility of the Bidder.

One (1) original (hard copy) and one (1) identical electronic copy of bid in PDF format as a single file on a USB flash/travel drive must be delivered to the address indicated below. In case of discrepancy in content between the original hard copy and the USB flash/travel drive, *the original hard copy will govern*. All bids must be sealed and marked: **RFB 20-30TLB, Fixed Rate Direct Placement Bond in an amount up to \$42,000,000 from Lee County, Florida.** All bids must be delivered to:

**LEE COUNTY PORT AUTHORITY - PURCHASING OFFICE
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT
11000 TERMINAL ACCESS ROAD
THIRD FLOOR - SUITE 8671
FORT MYERS, FLORIDA 33913-8899**

Electronically submitted or faxed bids will not be considered. Bidders are advised that the United States Postal Service and even third party express mail services may not deliver your bid in a timely manner. Bidders are cautioned to plan necessary delivery time accordingly.

3. DELAYS CAUSED BY DELIVERY SERVICES

Delivery of sealed bids to the Lee County Port Authority Purchasing Office prior to the time set for the bid opening is solely and strictly the responsibility of the Bidder. The Lee County Port Authority Purchasing Office will not be responsible for delays caused by any delivery services that may be used or for any other reason. The Bidder is hereby directed to cause delivery of their bid prior to the bid opening time. The bid delivery deadline will be scrupulously observed. **Any bid received after the deadline for submittal of bids will not be considered.**

4. INQUIRIES/CLARIFICATION

Except during a scheduled prebid meeting, the Authority will not respond to oral inquiries concerning this RFB. Bidders may submit written email inquiries, or submit written inquiries by U.S. mail, regarding this RFB to the designated Purchasing Office contact indicated on the cover page via email. **The Authority may choose not to respond to written or email inquiries received after 2:00 pm, local time, Tuesday, March 31, 2020.**

5. DISTRIBUTION OF INFORMATION, RESULTS AND ADDENDA

The Authority uses Public Purchase to distribute solicitation documents including addenda and results. Interested firms may register to receive this information free of charge by registering at <https://www.publicpurchase.com/gems/register/vendor/register> or contacting Public Purchase Vendor Support at (801) 932-7000 or accessing the electronic link available from the Authority website www.flylcpa.com or by calling the Purchasing Office at (239) 590-4556.

It shall be the responsibility of the Bidder, prior to submitting their bid, to contact the Purchasing Office to determine if addenda to this RFB have been issued and, if issued, acknowledging, and incorporating same into their bid. All results concerning this Request for Bids will be posted via Public Purchase or may be obtained by contacting the Purchasing Office.



6. COST OF PREPARATION

The cost of preparing a bid in response to this RFB shall be borne entirely by the Bidder.

7. AMERICANS WITH DISABILITIES

The Authority will not discriminate against individuals with disabilities. Any person needing special accommodations for attendance at a public bid opening or prebid meeting should contact the Purchasing Office designated contact indicated on the cover page of this solicitation document at least seven (7) days before the meeting.

8. NONDISCRIMINATION

Pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, the Restoration Act of 1987, and the Florida Civil Rights Act of 1992, as amended, the successful Bidder must assure that “no person in the United States shall on the basis of race, color, national origin, sex, creed or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity”, and in the selection and retention of subcontractors/subconsultants, including procurement of materials and leases of equipment.

The successful Bidder will not participate directly or indirectly in discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR, Part 21.

9. GENERAL CIVIL RIGHTS

The successful Bidder agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision binds the successful Bidder and its subcontractors from the bid solicitation period through the completion of any resulting contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

10. SUBMITTAL OF BIDS

Bids shall be submitted in a sealed envelope marked "Sealed Bid", identified by the name and address of the firm bidding, bid title, bid number, and the date and time of bid opening. Sealed Bid packages are to contain one (1) original and one (1) identical electronic copy in PDF format as a single file on a USB flash/travel drive consisting of the following:

- Form 1** Bidder’s Certification
- Form 2** Official Bid Form
- Form 3** Lobbying Affidavit
- Form 4** Public Entity Crimes Form
- Form 5** Scrutinized Companies Certification
- Form 6** Optional Form – No Bid Submission

Along with the required forms, Bidders are permitted to submit a term sheet or supplemental information. In addition, all Bidders must include copies of all licenses (mechanical, occupational, etc.) required by Lee County and the State of Florida to supply the goods or perform the services set forth in this RFB.

Bidders contracting in a corporate capacity must submit documentation from the Florida Department of State verifying that the entity is a Florida Corporation or other Florida legal business entity in good standing or is a foreign corporation which has registered and is authorized to do business in the State of Florida.

All blanks on the bid must be completed in ink or by typewriter. Where bid documents have erasures or corrections, such erasures or corrections must be initialed in ink by the Bidder.



11. MATHEMATICAL ERRORS

All bids will be reviewed mathematically and, if necessary, corrected. In the event of multiplication or extension error(s), the unit pricing shall prevail. In the case of a disparity between the grand total bid price expressed numerically and that expressed in written words, the grand total price expressed in words as shown on the Bidders bid will govern.

12. DIRECT PURCHASE

If applicable, the Authority reserves the right to purchase directly, various materials, supplies, and equipment that may be a part of any contract resulting from this RFB.

13. TERMINATION FOR CONVENIENCE

Unless the contract documents provide a shorter cancellation period, the Authority may cancel any agreement resulting from this RFB at its discretion upon giving thirty (30) calendar days written notice to the successful Bidder. In addition, the Authority reserves the right during the term of the agreement to terminate the agreement with any single successful Bidder and award the agreement to the next ranking Bidder if deemed to be in the Authority's best interest.

14. PUBLIC RECORDS AND DISCLOSURE

Information and materials received by the Authority shall be deemed to be public records subject to public inspection upon the issuance of a notice to award, recommendation for award, or thirty (30) days after bid opening, whichever occurs first. However, certain exemptions to the public records laws are statutorily provided for in Section 119.07.

If a Bidder believes any of the information contained in their response is exempt from disclosure under the Florida public records law, Bidder must specifically identify the material which it claims is exempt and cite the legal authority for the exemption. The Authority's determination of whether an exemption applies shall be final.

All Bidders are notified and acknowledge by submitting a response to this Request for Bids that the provisions of Section 119.071(3)(b) Florida Statutes (2005), may apply. Generally, the law exempts building plans, blueprints, schematic drawings, and diagrams depicting the internal layout and structural elements of a public building or structure from the Florida Public Records law. To the extent the law applies to this project, Bidders agree to treat all such information as confidential and not to disclose it without prior written consent of the Authority.

15. TAX EXEMPT

The Authority is generally a tax-exempt entity, subject to the provisions of the Florida Statutes regarding sales tax. The successful Bidder shall be responsible for complying with the Florida sales and use tax law as it may apply. The amount(s) of compensation set forth in the contract, or in any change orders authorized pursuant to this contract, shall be understood and agreed to include any and all Florida sales and use tax payment obligations required by Florida law of the successful Bidder and all subcontractors or materials suppliers engaged by the successful Bidder.

16. EXAMINATION OF BID SOLICITATION INFORMATION

Each Bidder is required, before submitting a bid, to be thoroughly familiar with each and every requirement contained within the solicitation documents, including any addenda. No additional allowances will be made because of lack of knowledge of the requirements contained herein. All Bidders must carefully review the bid documents in their entirety to become familiar with what is required, including information on all bid forms. Bidders must fill in all information requested on the bid forms.

17. RESERVATION OF RIGHTS

The Authority reserves the right to reject any and/or all bids, accept or reject any alternates, waive irregularities and technicalities if in the Authority's sole judgment, are in the best interest of the Authority and conforms to applicable state and local laws or regulations.



The Authority further reserves the right to make inquiries, request clarifications, require additional information and documentation from any bidder, or cancel this solicitation at any time prior to the execution of an agreement and solicit for new bids. Any sole response received by the deadline for receipt of bids may or may not be rejected by the Authority depending on available competition and current needs of the Authority. All such actions shall promote the best interest of the Authority.

18. AUTOMATIC DISQUALIFICATION

A Bidder will be disqualified from consideration for award of an agreement pursuant to this Request for Bid for any of the following reasons:

- Failure to submit Bidder's certification with bid submittal
- Lobbying the Lee County Board of Port Commissioners, members of the Airports Special Management Committee, the Lee County Board of County Commissioners, the Lee County Clerk of the Circuit Court, or employees of the Lee County Port Authority, Lee County, or the Lee County Clerk of the Circuit Court, individually or collectively, regarding this Authority Request for Bids
- Collusion with the intent to defraud or other illegal practices upon the part of any firm submitting a bid
- Being on the Convicted Vendors List
- Being on a Scrutinized Companies List or otherwise ineligible to submit a bid to provide services under Section 287.135, Florida Statutes
- Not being properly licensed by the State of Florida or Lee County prior to submitting a bid
- Not being registered to do business in the State of Florida prior to submitting a bid

The Authority, at its sole discretion, may request clarification or additional information to determine a Bidder's responsibility or responsiveness.

19. SCRUTINIZED COMPANIES UNDER SECTION 287.135, FLORIDA STATUTES

Notwithstanding any provision to the contrary, Authority will have the option to immediately terminate any agreement, in the exercise of its sole discretion, if Bidder is found to have submitted a false certification under Section 287.135(5) F.S. or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Section 215.473 F.S.; or if bidder is engaged in business operations in Cuba or Syria; or has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

The Bidder certifies through submission of the attached Bidders Scrutinized Companies Certification that it is not listed on any Scrutinized Companies Lists described above; is not engaged in business operations in Cuba or Syria; is not engaged in a boycott of Israel and is not barred from submitting a bid or proposal under Section 287.135, Florida Statutes.

20. LOCAL VENDOR PREFERENCE

It is the intent of the Board of Port Commissioners to establish an optional preference for local firms when facts and circumstances warrant that the Authority may grant such a preference. It is not the intent of the Board of Port Commissioners to prohibit, exclude, or discourage persons, firms, businesses, or corporations that are non-local from providing goods and services to the Authority as part of this bid process. All potential respondents, Authority staff, and the Airports Special Management Committee should be advised that the Board of Port Commissioners encourages award of contracts to local vendors, firms, consultants, contractors, and providers when possible to foster the economic growth of the local community.

In an effort to achieve the goals outlined above, the Board of Port Commissioners may give preference to local contractors and vendors that submit pricing within three percent (3%) of the lowest responsive, responsible competitive bid or quote total price (base bid plus Authority selected alternates) in accordance with Lee County Ordinance No. 00-10, as amended by Lee County Ordinance Nos. 08-26 and 17-16.



21. RIGHT TO PROTEST

Any Bidder affected adversely by an intended decision with respect to the award of any bid shall file with the Purchasing Office for the Lee County Port Authority a written notice of intent to file a protest not later than forty-eight (48) hours (excluding Saturdays, Sundays, and legal holidays) after receipt of the notice of the intended decision with respect to a bid award. In those instances where the Bidder with the lowest price is not selected, the same time frame to file a protest shall apply. For the purpose of computation, the initial notice of intent to file a protest shall be received by the Purchasing Manager, or designee, not later than four o'clock (4:00) p.m., on the second working day following the day of receipt of notice of the intended decision.

The initial notice of intent to file a protest shall state the basis of the protest and clearly indicate that its purpose is to serve as the initial notice of intent to file a bid protest. Failure to so clearly indicate Bidder's intent shall constitute a waiver of the right to seek any remedy provided under the bid protest procedure.

The formal, written protest must be filed within five (5) Authority workdays after the date of filing of the initial notice of intent to file protest.

Details regarding the bid protest policy are contained within the Lee County Port Authority Purchasing Manual, which is available for inspection and/or copying at the Lee County Port Authority Purchasing Office, 11000 Terminal Access Road, Suite 8671, 3rd Floor, Fort Myers, Florida, 33913, telephone (239) 590-4556.

Failure to follow the protest procedure requirements within the timeframe established by Lee County Port Authority constitutes a waiver of any protest and resulting claims.

22. FINANCIAL RESPONSIBILITY

During the bid evaluation process, Bidders may be required to demonstrate financial responsibility by furnishing audited financial statements for the past two fiscal years upon request by the Authority. Such statements must be prepared in accordance with generally acceptable accounting practices and include an independent Certified Public Accountant (CPA) statement and shall be provided to the Authority within ten (10) calendar days of the Authority's request.

23. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

If mutually agreeable to the Bidder, other governmental entities may desire to utilize, i.e., piggyback, this agreement subject to the rules and regulations of that governmental entity. The Authority accepts no responsibility for other agreements entered into utilizing this method.

24. COMPLIANCE WITH STATE AND FEDERAL REQUIREMENTS

In agreements financed in whole or in part by Federal or State grant funds, all requirements set forth in the grant documents or in the law, rules, and regulations governing the grant, including federal or state cost principles, shall be satisfied. To the extent that they differ from those of the Authority, the cost principles of the grantor shall be used.

25. NONEXCLUSIVITY OF AGREEMENT

The successful Bidder understands and agrees that any resulting contractual relationship is nonexclusive and the Lee County Port Authority reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the Lee County Port Authority.

26. WITHDRAWAL OR REVISION OF BIDS

A Bidder may withdraw or revise a bid (by withdrawal of one (1) bid and submission of another) provided the Bidder's written request to withdrawal is received by the Authority before the time specified for receiving the bids. Revised bids must be received prior to the date and time of the bid opening at the place specified. Bids that have been properly withdrawn (by written request) prior to the scheduled opening time or received after the time specified for opening bids will be returned to the Bidder unopened.



27. PUBLIC OPENING OF BIDS

Bids shall be opened and read publicly at the time and place specified in this Request for Bids. The Authority reserves the right to extend this date and time at Authority's sole discretion. Bidders, their authorized agents and other interested persons are invited to attend the bid opening.

28. UNBALANCED BIDS

The Authority recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices used by Bidders in preparing their bids. However, where in the opinion of the Authority such variation does not appear to be justified, given bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids include:

- a. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
- b. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competing Bidders for the same line item unit costs.
- c. Bids where unit costs offered are in excess of or below reasonable cost analysis values.

If the Authority determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, etc., that the Bidder obtained and upon which the Bidder relied to develop its bid. The Authority reserves the right to reject as non-responsive any presumptively unbalanced bid(s) where the Bidder is unable to demonstrate the validity and /or necessity of the unbalanced unit costs.

29. BID EVALUATION

No award will be made until the Authority has concluded such investigations, as it deems necessary to establish the responsibility, qualifications and financial ability of any Bidder to provide the required services in accord with the agreement and to the satisfaction of the Authority and within the time prescribed. The Authority may reject any bid if the evidence submitted by the Bidder, or an investigation of the qualifications and/or experience of the Bidder, fails to satisfy the Authority that such Bidder is sufficiently qualified or experienced to provide the goods or services required, or to carry out the obligations as required in this Request for Bids.

After the Notice of Intent to Award is issued, the recommendation for award of the agreement will be forwarded to the Airports Special Management Committee and/or the Board of Port Commissioners for approval.

Until the Authority's final execution and delivery of the Agreement, the Authority reserves the right to reject any or all bids, to waive technicalities and to advertise for new bids, or to proceed to do the work otherwise when the best interests of the Authority will be promoted.

[END of PART A]



PART B – SPECIAL INSTRUCTIONS AND REQUIREMENTS

Bidders must carefully review the bid documents in their entirety to become familiar with what is required, what is to be submitted in the Bidder's bid, and to review and properly complete all bid forms.

1. **HOLD HARMLESS AND INDEMNIFICATION**: Bidder agrees through submission of its bid, to indemnify, hold harmless and defend Authority and Lee County, Florida and their respective commissioners, officers, agents, and anyone directly or indirectly employed by either of them, from and against any and all claims, injuries, liabilities, damages, demands, losses, costs or actions, either at law or in equity, including, but not limited to court costs and reasonable attorney's fees, that may be made or brought at any time in the future by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, due to any negligence, wrongful conduct, or intentional act or omission, or based on any act of fraud or defalcation of the Bidder and persons employed or utilized by the Bidder in the performance of any agreement awarded under this Request for Bids.
2. **METHOD OF AWARD**: In determining the successful bidder, the County will consider factors such as projected costs for the fixed rate of the direct placement, the terms, conditions and covenants proposed by the banks, other fees and costs (such as origination fees), and prepayment requirements.

[END of PART B]



PART C – SCOPE OF WORK

**RFB 20-30TLB: FIXED RATE DIRECT PLACEMENT BOND
IN AN AMOUNT UP TO \$42,000,000 FROM
LEE COUNTY, FLORIDA**

The Lee County Port Authority is soliciting competitive sealed bids from interested and qualified bidders to perform work in accordance with the requirements contained within the following Scope of Work.

1. The Lee County Port Authority (the “Authority”) requests bids from commercial financial institutions for a tax exempt not to exceed loan (the “Loan”) to provide funding to refinance all or a portion of the Authority’s Airport Revenue Refunding Bonds, Series 2010A (AMT) (The “Refunded Bonds”).

Lee County, Florida (the “County”) owns, and the Authority operates, the Southwest Florida International Airport.

The Loan will be secured by the issuance of the Authority’s Airport Revenue Refunding Bond, Series 2020A (AMT) (the "Series 2020A Bond") pursuant to Resolution No. 00-03-04 of the Board of County Commissioners of Lee County, Florida (the "County") adopted on March 13, 2000, as amended and supplemented (the "Senior Lien Resolution"). The Series 2020A Bond will be issued on parity with certain senior lien indebtedness and will be payable from and secured solely by a pledge of the net revenues of the Authority and moneys held in certain funds and accounts established by the Senior Lien Resolution (collectively, the "Pledged Funds") on a parity basis to the Authority’s outstanding airport revenue bonds. The Loan is not supported by the faith and credit or the taxing power of Lee County or the State of Florida.

2. Summary of Loan and Series 2020A Bond

2.1 Issuer/Borrower:	Lee County, Florida
2.2 Purpose:	Refinance all or a portion of the Refunded Bonds
2.3 Amount:	Not to exceed \$42,000,000
2.4 Security:	<p>The Series 2020A Bond will be a limited obligation of the County and will be payable from and secured solely by a pledge of and lien upon the Pledged Funds of the County derived from the operation of the Southwest Florida International Airport, excluding PFC’s, as described in the County’s Senior Lien Resolution attached hereto. The County will not agree to any material additions, changes or modifications to the Senior Lien Resolution that may be requested by banks in connection with this transaction. No one shall ever have the right to compel the exercise of any taxing power of the County or taxation in any form or on any real or personal property to pay the principal and interest on the Credit Facility. The Authority has no taxing power.</p> <p>The Series 2020A Bond will not will not be rated.</p>
2.5 Repayment Schedule:	<p>It is the preference of the County for interest to be paid on a semi-annual basis on April 1 and October 1, commencing on October 1, 2020. Interest will be payable from the closing of the Series 2020A Bond through the final maturity of October 1, 2022. The estimated principal repayment schedule is provided as Attachment 2. The schedule could change depending on the amount of legally available</p>



<p>Terms Requested:</p>	<p>funds applied of the refunding and the interest rates Banks propose.</p> <p>The Authority requests interest rate bids on a fixed rate basis.</p>
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<p>2.6 Tax-Exempt Fixed Interest Rate:</p>	<p>Tax-Exempt Fixed Interest Rate. The Series 2020A Bond will not be an obligation for purposes of Section 265 (b)(3) of the Internal Revenue Code of 1986, as amended. (1) Interest on the Series 2020A Bond is excluded from gross income for federal income tax purposes, except interest on the Series 2020A Bond for any period during which it is held by a "substantial user" or "related person" as those terms are used in Section 147(a) of the Internal Revenue Code of 1986, as amended, and (2) interest on the Series 2020A Bond is an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations.</p>
<p>2.7 Documents – Prepared by Authority’s Bond Counsel:</p>	<p>Documentation for the Loan and the Series 2020A Bond will be prepared by the Authority’s Bond Counsel, Nabors, Giblin & Nickerson, P.A., at the expense of the Authority and the Series 2020A Bond shall be in the form substantially the same as in the draft authorizing resolution which is attached hereto. Bond Counsel shall deliver a customary opinion at closing that the Series 2020A Bond is a legal, valid and binding obligation upon the County.</p>
<p>2.8 Fixed “Not to Exceed Legal Fee:</p>	<p>The Bidder must disclose to the Authority any legal fees with respect to the Loan. The legal fee shall be a “not to exceed” amount.</p>
<p>2.9 Expenses – Other expenses, if any, related to closing costs</p>	<p>The Bidder must advise the Authority in advance of any and all expenses that the Authority is expected to pay with respect to the Loan. This must include any type of documentation, filing and/or transaction expenses.</p>
<p>2.10 Other Outstanding Airport Debt:</p>	<p>The County currently has <u>\$254M</u> of Airport Revenue Bonds outstanding with a pledge and lien on the Authority’s Pledged Funds on parity to the pledge and lien of the Series 2020A Bond.</p> <p><u>Airport Underlying Bond Ratings</u> The County’s Airport Revenue Bonds are rated by three bond rating agencies. The current underlying credit ratings are provided below: Standard & Poor’s: A Moody’s Investors Service: A2 Fitch Ratings: A</p>
<p>2.11 Unacceptable Changes to Security and/or Documents:</p>	<p>Bids that include requests or are conditioned upon substantive changes to the bidding documents may be deemed non-responsive. The Series 2020A Bond will be considered a “loan” by the Bidder. No CUSIP numbers will be obtained and no syndication of the Loan or the Series 2020A Bond involving the Authority or the County is permitted.</p>



THE AUTHORITY RESERVES THE RIGHT TO REJECT ANY AND ALL OFFERS; TO WAIVE ANY AND ALL INFORMALITIES OR IRREGULARITIES AND TO REJECT ALL OR ANY PARTY OF ANY OFFER AS IT MAY DEEM TO BE IN THE BEST INTEREST OF THE AUTHORITY.

THE AUTHORITY HAS A STRONG PREFERENCE TO UTILIZE ONLY EXISTING FINANCIAL COVENANTS CONTAINED WITHIN THE SENIOR LIEN RESOLUTION. THE AUTHORITY WILL REJECT ANY PROPOSAL THAT REQUIRES A DEPOSITORY OR OTHER COMMERCIAL BANKING RELATIONSHIP.

ADDITIONAL INFORMATION

The following information is included to assist Bidders in evaluating the requirements of this bid:

1. Attachment 1: Senior Lien Resolution No. 00-03-04, as amended and restated
Attachment 2: Amortization Schedule of Series 2020A Bond
Attachment 3: List of Senior Lien Parity Debt
Attachment 4: Form of Resolution Authorizing issuance of the Series 2020A Bond

[END of PART C]



PART D - DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PROGRAM

NOT APPLICABLE TO THIS SOLICITATION.

[END of PART D]



PART E – FORMS Note: These forms must be submitted with the Bidder’s Bid submittal.

FORM 1: BIDDER’S CERTIFICATION

I have carefully examined this Request for Bids (RFB) which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid.

Addendum # _____ Date: _____ Addendum # _____ Date: _____
 Addendum # _____ Date: _____ Addendum # _____ Date: _____

I hereby propose to issue this Loan requested in this bid. I agree to hold pricing for at least 150 calendar days so that the Authority will have time to properly evaluate this bid. I agree that the Authority terms and conditions (<http://www.flylcpa.com/purchasing/>) herein shall take precedence over any conflicting terms and conditions submitted with the bid and agree to abide by all conditions of this document.

I certify that all information contained in the bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company, or corporation submitting a bid for the same product or service; no officer, employee or agent of the Authority or of any other Company who is interested in said bid; and that the undersigned executed this Bidder’s Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

_____ NAME OF BUSINESS	_____ MAILING ADDRESS
_____ AUTHORIZED SIGNATURE	_____ CITY, STATE & ZIP CODE
_____ NAME, TITLE, TYPED	_____ TELEPHONE NUMBER / FAX NUMBER
_____ FEDERAL IDENTIFICATION #	_____ EMAIL ADDRESS

State of: _____

County of: _____

This foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or produced _____ as identification.

Signature of Notary

Serial/Commission No.



FORM 2: BID FORM

BIDDER'S NAME: _____

Purchasing Office
Lee County Port Authority
Southwest Florida International Airport
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913

The Undersigned, hereinafter called "BIDDER," having become familiar with the local conditions, nature, and extent of the work, and having examined carefully the bid documents, including but not limited to, Pat A through E and any issued addenda, and having fulfilled bid requirements herein, Bidder is to provide the following:

**FIXED RATE DIRECT PLACEMENT BOND IN AN AMOUNT UP TO \$42,000,000
FROM LEE COUNTY, FLORIDA**

in full accordance with the specifications prepared in accordance with the Authority Bids, contract documents and all other documents related thereto on file in the Purchasing Office and, if awarded the contract, to complete said work within the time limits specified for the total bid price awarded, which is based on the following bid schedule:

Banks may propose a fixed interest rate using one of the following approaches:

A fixed rate that will be held for at least 60 days from the date that Lee County accepts the bank's proposal (please include the day count methodology).

; or,

A formula on which the fixed rate on the direct placement will be set at least five business days prior to the closing (please include the day count methodology).

If a formula is proposed, provide the example rate on such direct placement that would be produced using that formula as of the date of the submission of your bid.

Bank Fees and Expenses Related to the Transaction:

Specify any upfront fees that the bank would charge in connection with this transaction.

Specify any expenses related to this transaction, including legal fees (if any), for which the bank would expect to be reimbursed.



FORM 3: LOBBYING AFFIDAVIT

STATE OF: _____

COUNTY OF: _____

_____,
being first duly sworn, deposes and says that he or she is the (sole owner) (general partner) (joint venture partner) (president) (secretary) or (authorized representative){circle one}of _____ (Bidder), maker of the attached bid and that neither the Bidder nor its agents have lobbied to obtain an award of the Agreement required by this Bid from the Lee County Board of Port Commissioners, members of the Airports Special Management Committee, or employees of the Lee County Port Authority, individually or collectively, regarding this Authority Bid. The prospective Bidder further states that it has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. 1352 and 49 CFR Part 20 and the Lee County Lobbying Ordinance, No. 03-14.

AFFIANT

The foregoing instrument was acknowledged before me on _____,
by _____ (name of person, officer or agent, title of officer or agent), of _____ (corporation or partnership, if applicable), a _____ (State of incorporation or partnership, if applicable), on behalf of the _____ (Corporation or partnership, if applicable). He/She is personally known to me or has produced _____ as identification.

Signature of person taking acknowledgment

Name typed, printed, or stamped

(Title or rank)

Signature of Notary (Serial or Commission No.)

NOTE: THIS FORM IS REQUIRED FROM ALL BIDDERS



FORM 4: PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES

A person, affiliate, or corporation 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 vendor, 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 thirty-six (36) months from the date of being placed on the convicted vendor list.

The Bidder certifies by submission of this form that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal entity, department or agency.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

BIDDER'S NAME: _____



FORM 5: BIDDER’S SCRUTINIZED COMPANIES CERTIFICATION

BIDDER’S CERTIFICATION

Bidder/Proposer/Consultant hereby certifies under penalties of perjury as of the date of this bid, proposal or letter of qualifications to provide goods and services to the Lee County Port Authority that it has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in Section 287.135, Fla. Stat., is not engaged in business operations in Cuba and Syria; and is not on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

I further certify that I am duly authorized to submit this certification on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT FALSIFICATION OF THIS CERTIFICATION MAY RESULT IN TERMINATION OF THE CONTRACT, DEBARMENT OF THE COMPANY FROM SUBMITTING A BID OR PROPOSAL FOR A PERIOD OF THREE (3) YEARS FROM THE DATE THE CERTIFICATION IS DETERMINED TO BE FALSE, CIVIL PENALTIES, AND THE ASSESSMENT OF ATTORNEY’S FEES AND COSTS AGAINST THE COMPANY. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]

Notary Public
State of _____
County of _____

Sworn to and subscribed before me this _____ day of _____, 20_____,
by _____ who produced the following as identification
_____ (Type of identification) or is personally known to me. My
Commission Expires_____.

[stamp or seal]

[Signature of Notary Public]

[Typed or printed name]



FORM 6: OPTIONAL FORM

Note: This form is optional – The Purchasing Office requests that this form be returned to the purchasing office if you are not submitting a bid.

NO BID SUBMISSION

If you are not submitting a Bid, please indicate the reason(s) by checking any appropriate item(s) listed below and return this form to Procurement Manager, Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913 mmwendel@flyLCPA.com.

We are not responding to this Authority Bid for the following reason(s):

_____ Services are not available through our company

_____ Our services do not meet the Scope of Services

_____ Circle one - Scope of Services were:

<input type="checkbox"/> not applicable	<input type="checkbox"/> too rigid	<input type="checkbox"/> too vague
<input type="checkbox"/> not clearly understood	<input type="checkbox"/> insufficient time allowed for preparation	

_____ Other reason(s): _____

How did you learn about this solicitation?

- _____ Public Purchase
- _____ Local newspaper
- _____ Florida Airports Council
- _____ Airport Minority Advisory Council
- _____ Word of mouth

Name of Firm: _____

Name of Individual: _____

Telephone Number: _____ Fax: _____

Email Address: _____

DATE: _____



Bid Label for Submittal

CUT ALONG THE OUTER BORDER AND AFFIX THIS LABEL TO YOUR SEALED SOLICITATION SUBMISSION TO IDENTIFY IT AS A "SEALED BID"

SEALED BID • DO NOT OPEN	
<u>SOLICITATION NO.:</u>	RFB 20-30TLB
<u>SOLICITATION TITLE:</u>	FIXED RATE DIRECT PLACEMENT BOND IN AN AMOUNT UP TO \$42,000,000 FROM LEE COUNTY, FLORIDA
<u>DUE DATE:</u>	<u>APRIL 14, 2020</u>
<u>TIME DUE:</u>	<u>PRIOR TO: 2:00 PM, LOCAL TIME</u>
<u>SUBMITTED BY:</u>	
(Name of Company)	
_____	_____
Email address	Telephone
DELIVER TO:	Lee County Port Authority Purchasing Office – Terri L. Bortz 11000 Terminal Access Road, Suite 8671 Fort Myers, Florida 33913
<i>Note: Submittals received after the time and date above will not be accepted.</i>	



PLEASE PRINT CLEARLY

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. REQUESTED MOTION/PURPOSE: Request the Board approve an amendment to the Crown Castle Distributed Antenna System agreement to add additional locations for DAS antennas.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: September 8th, 2026</p> <p>4. WHAT ACTION ACCOMPLISHES: Amends the agreement to allow Crown Castle to add additional antennas to the Distributed Antenna System at Southwest Florida International Airport.</p>	<p>5. CATEGORY: 4. Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 2/18/2020</p> <p>7. BoPC MEETING DATE: 3/12/2020</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>Brian McGonagle</u></p> <p>DIV. <u>Administration</u></p>
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10. BACKGROUND:

On September 8, 2016 the Board approved a 10-year agreement with Crown Castle to install and operate a Distributed Antenna System (DAS) for cellular service in the Southwest Florida International Airport terminal. Crown Castle pays a percentage of gross revenues to the Port Authority based on the number of carriers operating on the DAS network. The wireless carriers have approached Crown Castle and requested the system be extended to Terminal Access Road and Treeline Avenue to address areas of high density and poor coverage. This amendment allows Crown Castle to add four (4) outdoor nodes and in exchange for paying the Port Authority a one-time fee of \$25,000 and a percentage of gross revenues as described in the original agreement:

30% for the first wireless service provider
35% for the second and third wireless service provider
40% for the fourth wireless service provider

All other terms of the agreement will remain unchanged.

Attachments:
Amendment
C.4b 9-8-2016 Crown Castle DAS - Ser. Prov. Agree

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING 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>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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FIRST AMENDMENT TO SERVICE PROVIDER AGREEMENT

LEE COUNTY PORT AUTHORITY

DISTRIBUTED ANTENNA SYSTEM FOR THE

SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

RFP 15-07

THIS FIRST AMENDMENT AGREEMENT is entered this _____ day of _____, 2020, between the **LEE COUNTY PORT AUTHORITY**, a political subdivision and special district of the State of Florida ("AUTHORITY"), at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and **CROWN CASTLE FIBER, LLC**, a New York limited liability company, authorized to do business in the State of Florida, formerly known as **CROWN CASTLE SOLUTIONS, LLC**, ("PROVIDER"), at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317, Federal Identification Number 74-3025586, to amend the Service Provider Agreement between the parties as follows.

WITNESSETH

WHEREAS, the parties entered into a Service Provider Agreement to provide a Distributed Antenna System for the Southwest Florida International Airport (the "Airport"), on September 8, 2016, authorizing Provider to design, construct, install and operate a Distributed Antenna System ("DAS") for the Airport in Fort Myers, Florida (the "DAS Agreement"); and,

WHEREAS, the parties desire to amend certain terms of the DAS Agreement to add an outdoor distributed antenna system to the existing indoor Terminal Distributed

Antenna System by placement of antenna nodes at various locations on the Airport, in Airport parking lots and adjacent to the Airport roadway system; and

WHEREAS, the parties desire to amend the DAS Agreement to allow for the removal, replacement, operation and continuing maintenance of four (4) streetlights located adjacent to Terminal Access Road and Ben Hill Griffin Parkway to serve as new outdoor distributed antenna locations and upgrades to Provider's outdoor Distributed Antenna System serving the Airport;

WHEREAS, the parties further desire to amend the Agreement to create a process for the administrative approval of additional indoor and outdoor antenna locations and upgrades over the term of the DAS Agreement to improve the operation, maintenance and coverage of the Distributed Antenna System and to otherwise amend the DAS Agreement as set forth below.

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. RECITALS

The recitals as set forth above are true and correct and are incorporated into the terms of this Agreement as if set out below at length.

2. SECTION 3.0 SCOPE OF SERVICES

Section 3.0 is amended to read:

Provider hereby agrees to perform the services set forth in Exhibit "A", entitled "Scope of Services", which is attached hereto and made a part of this Agreement, and as may be amended from time to time by written agreement of the parties. The operational

standards set out in Exhibit "A" will apply to both the Terminal DAS and the outdoor distributed antenna system, the streetlight antenna locations, and any additional antenna locations agreed to in the future by administrative amendment to the DAS Agreement.

3. SECTION 8.0 IS RETITLED: USE OF AIRPORT SPACE FOR DISTRIBUTED ANTENNA SYSTEM

Section 8.0, Subsection 8.1, is hereby amended to read as follows and two new subsections 8.6 and 8.7 are added as follows:

8.1 License to Use Terminal and Outdoor Airport Space

Subject to the terms of this Agreement, Authority hereby grants to Provider a license for the right and privilege, and Provider assumes the right to use certain space in the Airport Terminal (the "Assigned Space"), and provide DAS service to the Required Coverage Areas as shown on Exhibit "C", attached and incorporated herein by reference, for the construction and operation of the DAS. For purposes of the remaining Sections of the Agreement, the term "DAS" shall include both the existing Distributed Antenna System located in the Airport Terminal and a new Outdoor Distributed Antenna System (the "oDAS").

Authority further grants Provider a license for the right and privilege, and Provider assumes the right to use: 1) certain additional outdoor spaces comprising the oDAS; and 2) four (4) new antenna locations located adjacent to Terminal Access Road and Ben Hill Griffin Parkway and further described below, as part of the Assigned Space and as shown on Exhibit "C-1" attached and incorporated herein.

8.6 Streetlight Replacement and Antenna Location Upgrades

Provider has requested and Authority has approved Provider's replacement of four (4) streetlights located adjacent to Terminal Access Road and Ben Hill Griffin Parkway at the locations shown on Exhibit C-1, with the replacement streetlights serving as new DAS antenna locations to expand coverage of the Airport DAS. Provider will be solely responsible for the replacement, operation and maintenance of the new streetlights and antennas, except that Authority will assume responsibility for replacing the streetlight bulbs as necessary. Provider will also arrange for the installation of an electric meter on each streetlight pole and will be solely responsible for the utility cost of providing power to the streetlight and its DAS equipment. If the streetlights are damaged during the term of the DAS Agreement, Provider will be responsible for repairing or replacing the streetlights and antenna equipment.

8.7 Administrative Approval of Antenna Locations

If the parties agree on additional DAS Antenna locations during the term of the DAS Agreement, whether to improve DAS coverage, upgrade technology, or for any other reason, the new locations will be memorialized by amending Exhibit C-1 to add a map or site plan showing the new locations and signed by both parties. Upon approval of the new locations, Provider will pay Authority a one-time initial fee for the new locations in an amount agreed to by the parties.

The remaining terms of Section 8.0 are unchanged.

4. **SECTION 9.0 COSTS AND COMPENSATION TO AUTHORITY**

Section 9.3 is amended to add the following:

As compensation for the additional oDAS antenna locations and the new streetlight antenna locations authorized by this Amendment Agreement and within thirty (30) days of the date of this Amendment Agreement, Provider will pay Authority a one-time fee of \$25,000.00.

5. SECTION 35.0 NOTICES AND ADDRESSES

Section 35.1 of the Agreement is deleted in its entirety and replaced by the following:

Crown Castle Fiber, LLC
c/o Crown Castle USA, Inc.
General Counsel
2000 Corporate Drive
Canonsburg, PA 15317
Attention: SCFS - Legal
(866) 482-8890

With a copy to:

Crown Castle Fiber, LLC
2000 Corporate Drive
Canonsburg, PA 15317
Attention: SCFS Contract Management

6. ACCEPTANCE

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

7. REMAINING TERMS

The remaining provisions of the DAS Agreement remain in full force and effect as if set forth in this Amendment Agreement in full.

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

ATTEST: LINDA DOGGETT
Clerk of the Circuit Court

BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair or Vice Chair

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

By: _____
Port Authority Attorney's Office

Signed, Sealed and Delivered
in the presence of:

CROWN CASTLE FIBER, LLC, f/k/a
CROWN CASTLE SOLUTIONS, LLC

Antoinette Burns
Witness
Mueler
Witness

Julia O'Donnell
Signature

By: Julia O'Donnell
Printed Name

SEAL

Director Contract Management
Title



OUTDOOR NODES

SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

11000 TERMINAL ACCESS RD.
FORT MYERS, FL 33913

Exhibit C-1



DRIVING DIRECTIONS

1. From Fort Lauderdale International Airport, drive toward U.S. 1 N (go 0.3 mi).
2. Keep left at the fork, follow signs for US-1 NPI Landscade and merge onto U.S. 1 N (go 0.2 mi).
3. Turn left onto FL-522E (go 4.0 mi).
4. Make a U-turn at SE 20th St (go 4.0 mi).
5. Turn left onto FL-522E Sheldon St.
6. Turn right onto N Cowan Dr (go 0.8 mi).
7. Destination will be on the left.

PROPERTY SUMMARY

LATITUDE:
LONGITUDE:
COUNTY:

LEE COUNTY

DESIGN CRITERIA

DESIGN AND SPECIFICITY FACTOR: NA
IMPORTANCE FACTOR: NA
EXPOSURE: NA
CATEGORY: NA

APPLICABLE CODES

- 2017 FLORIDA BUILDING CODE- EXISTING BUILDING
- 2017 FLORIDA BUILDING CODE- MECHANICAL
- 2017 FLORIDA BUILDING CODE- GAS
- 2017 FLORIDA BUILDING CODE- ELEC
- 2013 EDITION FLORIDA FIRE PREVENTION CODE NFPA 1 AND 101
- 2013 EDITION NFPA 300, STANDARD ON CLEAN AGENT FIRE SUPPRESSION SYSTEMS
- NFPA 72 2010 EDITION, NATIONAL FIRE ALARM AND SIGNALING CODE

INDEX OF DRAWINGS

SHT. NO.	TITLE SHEET	DESCRIPTION	REV. NO.
D-1	NODE 1- LOCATION & PHOTOS		
D-2	NODE 2- LOCATION & PHOTOS		
D-3	NODE 3- LOCATION & PHOTOS		
D-4	NODE 4- LOCATION & PHOTOS		
D-5	EQUIPMENT SPECIFICATION		

DESIGN TEAM

ARCHITECTURAL:
VALENT TELECOM DESIGN GROUP
SUITE 205
MIAMI LAKES, FL 33074
PATRICK VALENT
PH: 305.438.8288

PROJECT CONTACTS

CROWN CASTLE
JOHN WALD
Project Manager - IDAS / Venue - FJPR Client
7107Y 184-3231 | M: (407) 885-8237
11000 Terminal Access Rd.
Fort Myers, FL 33913
CrownCastle.com
www.crowncastle.com

SCOPE OF WORK

THIS PROJECT CONSISTS OF NEW TELECOMMUNICATIONS EQUIPMENT, REMOTES, ANTENNAS, COAXIAL CABLE AND RELATED MATERIALS TO BE INSTALLED WITHIN THE EXISTING AIRPORT FACILITY.

PROJECT INFORMATION

1. THIS IS AN UNMANNED FACILITY AND WILL BE USED FOR THE TRANSMISSION OF RADIO SIGNALS FOR THE PURPOSE OF PROVIDING PUBLIC CELLULAR SERVICE.
2. CROWN CASTLE CERTIFIES THAT THIS EQUIPMENT FACILITY WILL BE SERVICED ONLY BY CROWN CASTLE EMPLOYEES AND SUBCONTRACTORS AND THE WORK ASSOCIATED WITH ANY EQUIPMENT DAMAGE OR REPAIR WILL BE PERFORMED BY HANDICAPPED PERSONS. THIS FACILITY WILL BE FREQUENTED ONLY BY SERVICE PERSONNEL FOR REPAIR PURPOSES ONLY.
3. NO POTABLE WATER SUPPLY IS TO BE PROVIDED AT THIS LOCATION.
4. NO WASTEWATER WILL BE GENERATED AT THIS LOCATION.
5. NO SOLID WASTE WILL BE GENERATED AT THIS LOCATION.

SOUTHWEST FLORIDA
INTERNATIONAL AIRPORT
11000 TERMINAL ACCESS RD
FORT MYERS, FL 33913



TITLE SHEET

T-1

Station Name	HUB	Node Name (ID)	Node Latitude	Node Longitude	Antenna Model	Antenna Centerline (feet)
RSW Airport	RSW Intl Airport	RSW001	26.523221	-81.75573	Amphenol - ZCGU-MVT360013F0200	34
RSW Airport	RSW Intl Airport	RSW002	26.518726	-81.751815	Amphenol - ZCGU-MVT360013F0200	34
RSW Airport	RSW Intl Airport	RSW003	26.507803	-81.755302	Amphenol - ZCGU-MVT360013F0200	34
RSW Airport	RSW Intl Airport	RSW004	26.502551	-81.754881	Amphenol - ZCGU-MVT360013F0200	34



⊕ NODE LOCATION PLAN

SOUTHWEST FLORIDA INTERNATIONAL AIRPORT
11000 TERMINAL ACCESS RD
FORT MYERS, FL 33913

4000 South Loop West
Fort Worth, TX 76106
817.424.2200
www.crowncastle.com

10000 South Loop West
Fort Worth, TX 76106
817.424.2200
www.valentdesign.com

Node Name	Node Latitude	Node Longitude	Antenna Model	Antenna Centerline (feet)
RSW001	26.523221	-81.75573	Amphenol - ZCGU-MVT360013F0200	34
RSW002	26.518726	-81.751815	Amphenol - ZCGU-MVT360013F0200	34
RSW003	26.507803	-81.755302	Amphenol - ZCGU-MVT360013F0200	34
RSW004	26.502551	-81.754881	Amphenol - ZCGU-MVT360013F0200	34

DATE: 11/15/2011 10:00 AM
DRAWN BY: J. B. BROWN
CHECKED BY: J. B. BROWN
SCALE: 1" = 1000'

C-1.0

VALENT
TELECOM
DESIGN
GROUP

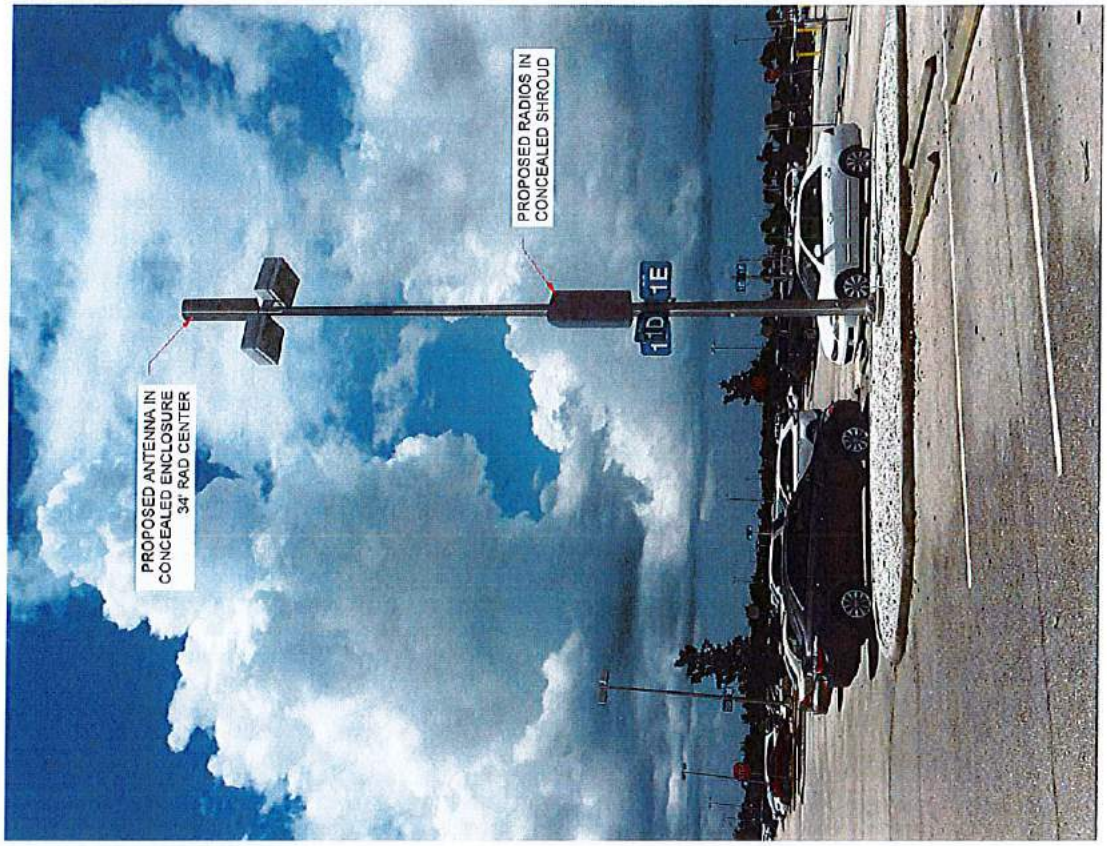
CROWN CASTLE
SOUTHWEST FLORIDA
INTERNATIONAL AIRPORT

**SOUTHWEST FLORIDA
INTERNATIONAL AIRPORT**
11000 TERMINAL ACCESS RD
FORT MYERS, FL 33913

DATE:	
BY:	
SCALE:	
PROJECT:	
SHEET:	

**NODE 1 - LOCATION
& PHOTOSIM**

C-1.1



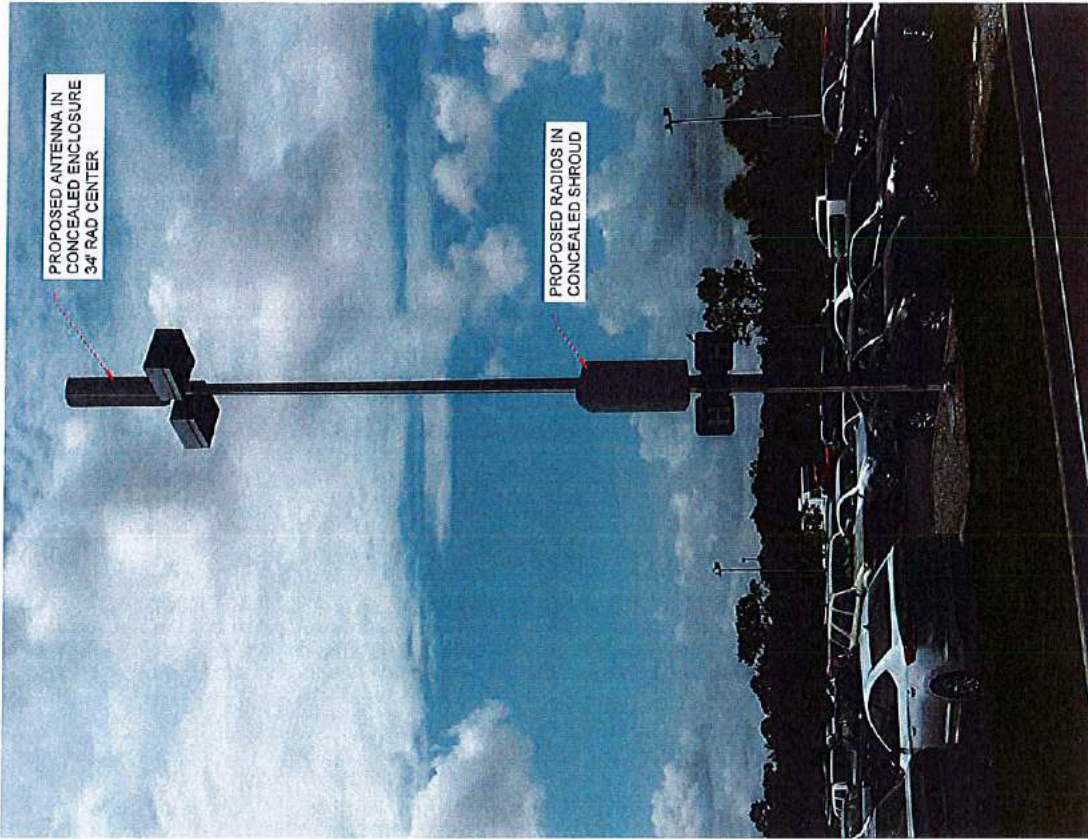
NODE 1 - POLE PHOTOSIMULATION



NODE 1 - LOCATION
SCALE = 1" = 10'



NO.	DESCRIPTION	DATE




PROPOSED ANTENNA IN
 CONCEALED ENCLOSURE
 34' RAD CENTER

PROPOSED RADIOS IN
 CONCEALED SHROUD

NODE 2 - POLE PHOTOSIMULATION



PROPOSED ANTENNA IN
 CONCEALED ENCLOSURE
 34' RAD CENTER

 NODE 2 - LOCATION
 SCALE = 1" = 10'



11000 TERMINAL ACCESS RD
FORT MYERS, FL 33913
SOUTHWEST FLORIDA
INTERNATIONAL AIRPORT



SOUTHWEST FLORIDA
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11000 TERMINAL ACCESS RD
FORT MYERS, FL 33913

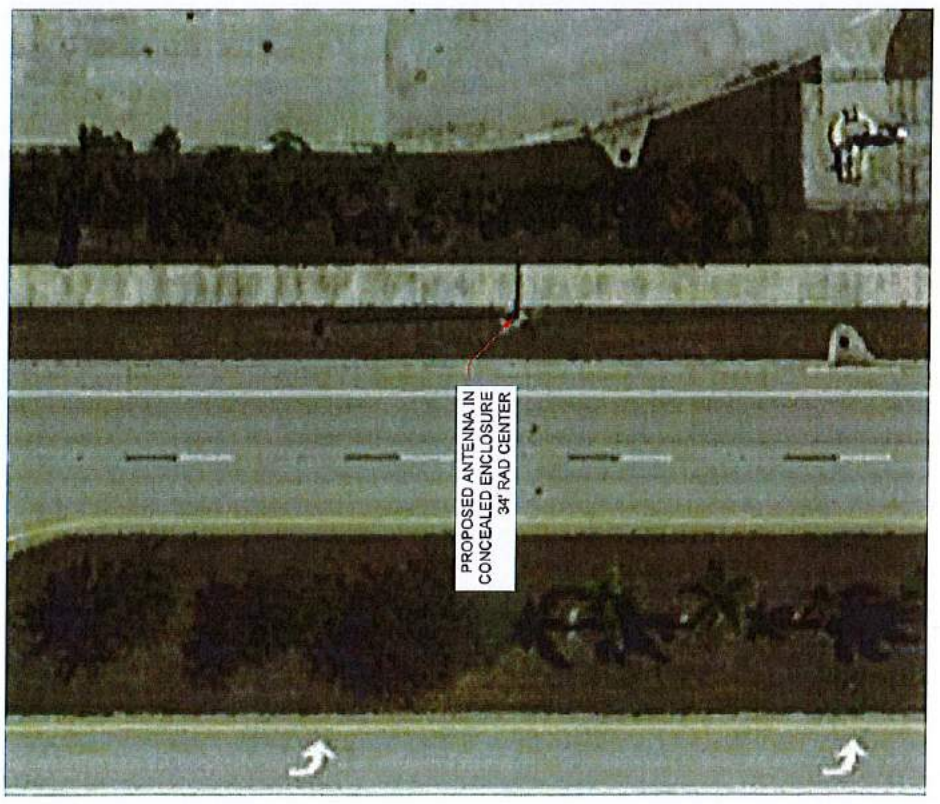
DATE	
SCALE	
PROJECT	
NO.	
SHEET	

NODE 3 - LOCATION
& PHOTOSIM

C-1.3



NODE 3 - POLE PHOTOSIMULATION



NODE 3 - LOCATION
SCALE = 1" = 10'



NO. OF SHEETS	14
SHEET NO.	14
TITLE	
DATE	
SCALE	
BY	
CHECKED	
APPROVED	

NODE 4 - LOCATION & PHOTOSIM

C-1.4



PROPOSED ANTENNA IN CONCEALED ENCLOSURE 34' RAD CENTER

PROPOSED RADIOS IN CONCEALED SHROUD

NODE 4 - POLE PHOTOSIMULATION



PROPOSED ANTENNA IN CONCEALED ENCLOSURE 34' RAD CENTER

NODE 4 - LOCATION
 SCALE = 1" = 10'



RADIO 8843 - B2 + B66A (REV 4443)

4TX 4RX PER BAND

- 8 antenna ports, 4TX/4RX for 2 bands with separate RF ports
- Up to 320W RF Power shared between 2 bands
- Examples:
 - 440W on each band or
 - 200W on Band 2 and 200W on Band 66A
- Carrier Capacity:
 - Up to 24 carriers and up to 60-70 MHz CGW for LTE
- 2x 10Gb/s CPRI
- Size and Weight

Parameter	Value	Unit	Weight
Height	11.81	in	14.7
Weight	13.2	kg	29.2
Volume	1.2	m ³	1.2

- 48 VDC
- 2x20A fuse (2 power connectors, 3 wire)
- AISC TIA & RET support (2 Bases, 1 AID port)
- Type 4, 3-10 RF connectors
- 2 external alarms
- IP 65, -40 to +55°C



- 2x6U4MT360X12F-wxy50
- MULTIBAND | OMNI | CASSETER ANTENNA | X-POL | FREQ. TUN | 12719 (MM) (68.0 IN)

- Features:
 - Omni configuration with 24 connectors
 - Idle kit for Small Cell / DAS applications
 - Available with 4, 3-10 connectors
 - Four unique mounting options
 - Available for order with a grey, brown or black radome

Connector Description

The antenna has 24 connectors located at the bottom.

Low Band #1	B1	B2	B3	B4	B5	B6	B7	B8	B9	B10	B11	B12	B13	B14	B15	B16	B17	B18	B19	B20	B21	B22	B23	B24
Low Band #2	B1	B2	B3	B4	B5	B6	B7	B8	B9	B10	B11	B12	B13	B14	B15	B16	B17	B18	B19	B20	B21	B22	B23	B24
Mid Band #1	B1	B2	B3	B4	B5	B6	B7	B8	B9	B10	B11	B12	B13	B14	B15	B16	B17	B18	B19	B20	B21	B22	B23	B24
Mid Band #2	B1	B2	B3	B4	B5	B6	B7	B8	B9	B10	B11	B12	B13	B14	B15	B16	B17	B18	B19	B20	B21	B22	B23	B24
Mid Band #3	B1	B2	B3	B4	B5	B6	B7	B8	B9	B10	B11	B12	B13	B14	B15	B16	B17	B18	B19	B20	B21	B22	B23	B24
Mid Band #4	B1	B2	B3	B4	B5	B6	B7	B8	B9	B10	B11	B12	B13	B14	B15	B16	B17	B18	B19	B20	B21	B22	B23	B24



Electrical Characteristics

Frequency Bands (MHz)	B1	B2	B3	B4	B5	B6	B7	B8	B9	B10	B11	B12	B13	B14	B15	B16	B17	B18	B19	B20	B21	B22	B23	B24	
Frequency Bands (MHz)	698-806	806-896	1695-1980	1850-1980	1980-2180	1980-2010	1980-2020	2000-2700	3000-3700	5150-5925															
Horizontal Bandwidth	300°	300°	300°	300°	300°	300°	300°	300°	300°	300°	300°	300°	300°	300°	300°	300°	300°	300°	300°	300°	300°	300°	300°	300°	300°
Vertical Bandwidth	272°/41°/10°/24°/30°/27°	214°/41°/8°	217°/41°/15°	188°/41°/17°	188°/41°/17°	179°/41°/17°	179°/41°/17°	179°/41°/17°	179°/41°/17°	179°/41°/17°	179°/41°/17°	179°/41°/17°	179°/41°/17°	179°/41°/17°	179°/41°/17°	179°/41°/17°	179°/41°/17°	179°/41°/17°	179°/41°/17°	179°/41°/17°	179°/41°/17°	179°/41°/17°	179°/41°/17°	179°/41°/17°	179°/41°/17°
Gain dBS	62±0/0	60±0/5	72±1/3	82±1	82±1	82±1	82±1	82±1	82±1	82±1	82±1	82±1	82±1	82±1	82±1	82±1	82±1	82±1	82±1	82±1	82±1	82±1	82±1	82±1	82±1
Efficiency (dBS)	0±0.4		0±2.4																						
Impedance	50Ω		50Ω																						
VSWR	≤1.5:1		≤1.5:1																						
Upper Sideband Suppression	>12 dB		>11 dB																						
Isolation	22 dB		25 dB																						
Interband	>30 dB		>30 dB																						
In-Band (DAS/OW carrier)	<-15 dBc		<-15 dBc																						
Input Power	(60) 500 W		(60) 300 W																						
Carrier Configuration	Omni																								
Lighting Protection	Direct Ground																								

Mechanical Characteristics

Antenna Dimension (Height x Dia)	1215 X 457 mm	48.0 X 18.0 in
Weight without Mounting Bracket kit	25.4 kg	56 lb
Antenna Volume	0.30 m ³	7.1 ft ³
Survival Wind Speed	241 km/hr	150 mph
Wind Area	0.56 m ²	4.0 ft ²
Wind Load (110 mph or 100 mph)	445 N	100 lb

Standard performance parameters are provided for reference only. Actual performance may vary due to a variety of factors including manufacturing and operational conditions. Environmental conditions include those on National Weather Service maps. Such conditions may vary slightly in the field. Requirements to product may be more severe than shown.

VALENT
TELECOMMUNICATIONS
CORPORATION

SOUTHWEST FLORIDA
INTERNATIONAL AIRPORT
11000 TERMINAL ACCESS RD
FORT MYERS, FL 33913

CROWN
CASTLE

EQUIPMENT
SPECIFICATION
C-2.0

1 of 5

The Qube Solution

PATENT PENDING

Pole Mount Multi-Radio Shroud

All of the Qube Solution products can be mounted on poles (metal, wood or fiber/pre-composite), or break-a-way posts. All Qubes are available in industry standard colors including Green (RAL-6012), Black (RAL-9017), Brown (RAL-8011), and Gray (RAL-7038). Custom paint designs are available to match location specific/landscape.



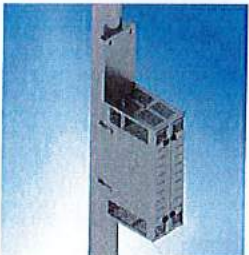
Part Number	Products
QW-MRS-21-xxx **	QUBE POLE MOUNT MULTI-RADIO SHROUD 21.3 CUBIC FEET. DIMENSIONS: 60" x 28.64" x 21.71"



Part Number	Products
QW-MRS-17-xxx **	QUBE POLE MOUNT MULTI-RADIO SHROUD 17 CUBIC FEET. DIMENSIONS: 60" x 23.80" x 21.71"



Part Number	Products
QW-MRS-13-xxx **	QUBE POLE MOUNT MINI MULTI RADIO SHROUD 13.9 CUBIC FEET. DIMENSIONS: 38.75" x 28.64" x 20.96"



Part Number	Products
QW-MRS-6-xxx **	QUBE POLE MOUNT MINI MULTI RADIO SHROUD 5.64 CUBIC FEET. DIMENSIONS: 38.75" x 12.69" x 20.96"

** xxx Denotes Color Codes as follows:

- GRN = Green (RAL-6012), BLK = Black (RAL-9017), BRN = Brown (RAL-8011), GRY = Gray (RAL-7038)
- Custom colors also available

Proposed 5G Light Poles

Overview Map



Legend

- ★ Light Pole
- Airport Boundary



Date: 1/17/2020





SERVICE PROVIDER AGREEMENT

DISTRIBUTED ANTENNA SYSTEM

SOUTHWEST FLORIDA
INTERNATIONAL AIRPORT

**SOUTHWEST FLORIDA INTERNATIONAL AIRPORT
DISTRIBUTED ANTENNA SYSTEM
SERVICE PROVIDER AGREEMENT**

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Port Authority Contract No. NA
Vendor No. NA
Vendor Project ID 47663923

LEE COUNTY PORT AUTHORITY
SERVICE PROVIDER AGREEMENT
DISTRIBUTED ANTENNA SYSTEM FOR THE
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT
RFP 15-07

THIS AGREEMENT is entered this 8th day of September, 2016 (the "Effective Date") between the **LEE COUNTY PORT AUTHORITY**, a political subdivision and special district of the State of Florida ("AUTHORITY"), at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and **CROWN CASTLE SOLUTIONS LLC**, a Delaware limited liability company, authorized to do business in the State of Florida, ("PROVIDER"), at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317, Federal Identification Number 74-3025586.

WITNESSETH

WHEREAS, the Authority desires to contract with a telecommunications service provider to design, construct, install and operate a Distributed Antenna System ("DAS") as described below for the Southwest Florida International Airport in Fort Myers, Florida; and,

WHEREAS, the Provider certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by any applicable State Boards or Government Agencies responsible for regulating and licensing the services to be provided by the Provider under this Agreement; and,

WHEREAS, Provider has reviewed the services required under this Agreement and

has submitted a Proposal to provide the requested services, and states that it is qualified, willing and able to provide and perform all such services and provide any goods required according to the terms and conditions below, and in accord with all applicable governing federal, state and local laws and regulations; and,

WHEREAS, the Provider has been selected to provide the services described below as the result of a competitive selection process by Authority that complies with any applicable Florida Statutes and the Authority's Purchasing Policy, as approved and put into effect by the Authority's Board of Port Commissioners.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions as contained herein, and the mutual consideration described below, the parties agree as follows:

1.0 RECITALS

The recitals as set forth above are true and correct and are incorporated into the terms of this Agreement as if set out below at length.

2.0 DEFINITIONS

2.1 AIRPORT CAMPUS shall mean the areas of the Airport encompassed by RFP Attachment "A", Drawing DC 2.1 "DAB Apron Level Full Plan View".

2.2 AUTHORITY shall mean the Lee County Port Authority and its governing Board of Port Authority Commissioners.

2.3 BASIC SERVICES shall mean all services, work, materials and all related professional, technical and administrative activities that are necessary to perform and complete the services required by the Scope of Services of this Agreement.

2.4 PROVIDER shall mean the individual, firm or entity offering services that it shall be legally obligated, responsible, and liable for providing and performing and any and

all of the services, work and materials, including services and/or the work of subcontractors, required under this Agreement.

3.0 SCOPE OF SERVICES

Provider hereby agrees to perform the services set forth in Exhibit "A", entitled "Scope of Services", which is attached hereto and made a part of this Agreement, and as may be amended from time to time by written agreement of the parties.

4.0 REQUEST FOR PROPOSALS AND PROVIDER'S PROPOSAL - INCORPORATION BY REFERENCE

The terms of the Request for Proposals ("RFP"); Provider's May 21, 2015 Proposal received in response to that RFP ("Provider's Proposal"); and Provider's supplementary representations to Authority made during the selection process withdrawing its initial exceptions to the terms of the RFP; are hereby merged into and incorporated by reference as part of this Agreement. If there are any conflicts between the terms of this Agreement and the RFP; or between this Agreement and Provider's Proposal; the terms of this Agreement will control. The Parties acknowledge that the Authority has relied on the information contained in Provider's Proposal and Provider's supplementary representations provided during the selection process, and that this information and supplementary representations have resulted in the selection of Provider to provide goods and perform services under this Agreement.

5.0 TERM

The term of this Agreement shall be for ten (10) years commencing on the date first written above (the "Term").

6.0 OBLIGATIONS OF THE PROVIDER

The obligations of the Provider with respect to all the Basic Services authorized

under this Agreement shall include, but are not limited to, the following:

6.1 LICENSES

The Provider agrees to obtain and maintain throughout the Term of this Agreement, all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by any applicable State Boards or other governmental agencies responsible for regulating and licensing the services provided and performed by the Provider under this Agreement.

6.2 PERSONNEL

- (1) Qualified Personnel - The Provider agrees that when the services to be provided and performed relate to (a) professional service(s) which, under Florida law, require a license, certificate of authorization or other form of legal entitlement to practice such service(s), to employ and/or retain only qualified personnel to be in charge of all professional services to be provided under this Agreement.

Services performed under this Agreement shall be performed by Provider and any subcontractors selected by Provider.

- (2) Project Manager - Provider agrees to employ and designate a qualified (and licensed, if required) professional to serve as Provider's project manager ("Project Manager") for this Agreement. Provider shall designate its Project Manager in writing within five (5) calendar days after receiving an executed original of this Agreement. During the construction and installation phase of the services provided under this Agreement:

- (a) The Project Manager shall be specifically authorized and responsible to act on behalf of Provider with respect to directing, coordinating and

administering all aspects of the services provided under this Agreement.

- (b) Provider agrees not to change its designated Project Manager, or the location or duties assigned to the Project Manager, without prior written consent of Authority. Authority's consent will not be unreasonably withheld for the term of the installation and construction.
- (c) Provider agrees to promptly remove and replace the Project Manager, or any other personnel employed or retained by Provider, or any subcontractor or any personnel of any such subcontractor engaged by Provider to provide services under this Agreement, within fourteen (14) calendar days of receipt of a written request from Authority.
- (d) The Project Manager shall devote whatever time is required to satisfactorily manage all services provided by Provider under this Agreement.

6.3 STANDARDS OF SERVICE

The Provider agrees to provide and perform all services under this Agreement in accordance with generally accepted standards of practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agency that regulates or has jurisdiction over the services to be provided and/or performed by the Provider.

6.4 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

- (1) Responsibility to Correct - The Provider agrees to be responsible for the quality, technical adequacy and accuracy, timely completion, and the coordination of all services, work and materials performed, provided, and/or

furnished by Provider. The Provider shall, without compensation, correct or revise any errors, omissions, or other deficiencies in such services, work and materials resulting from the negligent act, errors, omissions or intentional misconduct of Provider or any persons employed by Provider or performing services at Provider's direction under this Agreement.

- (2) Authority's Approval Shall Not Relieve Provider of Responsibility - Neither review, approval, nor acceptance by Authority of any services, work or materials furnished hereunder by the Provider, shall in any way relieve Provider of responsibility for the adequacy, completeness and accuracy of its services, work and materials. Also, the Authority's review, approval or acceptance of any part of the Provider's services, work and materials shall not be construed to operate as a waiver of any of the Authority's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

7.0 AUTHORITY'S RESPONSIBILITIES

Authority shall:

7.1 Project Manager - Designate in writing a project manager to act as Authority's representative with respect to the services rendered under this Agreement ("Authority's Project Manager"). The Authority's Project Manager shall have authority to transmit instructions, receive information, and to interpret and define Authority's policies and decisions with respect to Provider's services under this Agreement.

7.2 Project Manager's Authority - The Authority's Project Manager is not authorized to, and shall not, issue any verbal orders or instructions to Provider that would have the effect, or be interpreted to have the effect, of modifying or changing in any way

whatever the: (1) scope of services provided and performed by Provider hereunder; (2) the time Provider is obligated to commence and complete all such services; or (3) the compensation or revenue share Provider is obligated or committed to pay Authority.

7.3 Authority's Requirements - Provide all criteria and information requested by Provider as to Authority's requirements for any project or task, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and budgetary limitations.

7.4 Requested Information - Upon request from Provider, make available to Provider all available information in Authority's possession pertinent to any work or services provided under this Agreement, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data concerning design, construction or operation of the DAS.

7.5 Access - Arrange physical access to Authority's facilities, in accord with Authority's security regulations, for Provider to enter any project site to perform services. Authority acknowledges that Provider may require such physical access on a 24/7/365 basis.

7.6 Notification of Defects - Notify Provider of any defects or deficiencies in services rendered by Provider.

8.0 USE OF TERMINAL SPACE FOR DISTRIBUTED ANTENNA SYSTEM

8.1 License to Use Terminal Space - Subject to the terms of this Agreement, Authority hereby grants to Provider a license for the right and privilege, and Provider assumes the right to use certain space in the Airport Terminal (the "Assigned Space") and provide DAS service to the Required Coverage Areas, as shown on Exhibit "C", attached and incorporated herein by reference, for the construction and operation of the DAS.

8.2 Applicable Regulations - Provider acknowledges that such rights are subject to, and hereby agrees to comply with: (i) all applicable building codes, zoning regulations, and municipal, county, state, and federal laws, ordinances and regulations governing or regulating the Assigned Space or its uses, including, without limitation, all rules and regulations of the FCC, the FAA, and any applicable rules and regulations of the United States Occupational Safety and Health Administration, and (ii) covenants, easements and restrictions of record, including, without limitation, the Port Authority's Leasehold Design Standards.

8.3 Condition of Assigned Space - Provider accepts the Assigned Space "AS-IS" in its present condition and agrees that the Assigned Space is suitable for Provider's proposed use as described herein.

8.4 Limited Use of Space - Provider shall be permitted to use the Assigned Space only for the installation, maintenance, repair, replacement, monitoring, and operation of equipment and facilities required to operate a DAS at the Airport, and for no other purpose whatsoever.

8.5 Relocation - At any time during the Term of this Agreement, Authority may require Provider to surrender all or any portion of the Assigned Space in order to accommodate improvements or modifications to, or changes in the use of, the Airport. In such event, the parties shall meet and agree on a substitute area which they determine to be equivalent to the portion of the Assigned Space surrendered. If the parties are unable to agree on a substitute Assigned Space within sixty (60) days of first meeting to discuss substitution, either party may terminate this Agreement by providing notice as set out below.

(a) Authority shall reimburse Provider for all costs reasonably incurred by

Provider in moving its Improvements and Equipment to any substitute area at the Airport at the request of Authority.

- (b) Authority will give Provider at least one hundred eighty (180) days advance written notice prior to the date of any required relocation.

9.0 COMPENSATION TO AUTHORITY AND COSTS

9.1 Installation and Operating Costs - During the Term of this Agreement the installation, operation, maintenance, monitoring and marketing of the DAS will be furnished by Provider at no cost to Authority.

9.2 Electricity - Authority will allow Provider to access the Terminal electrical power system and will provide Provider sufficient electrical power to operate the DAS and serve all Wireless Service Providers ("WSPs") utilizing the DAS so long as such power consumption does not require greater than a 20 amp circuit per node. Any electrical power used by Provider that exceeds this amount shall be paid for by Provider. If Provider's electrical power use consistently exceeds this amount the parties shall meet to establish a method of metering Provider's future power use and providing for monthly billing and payment for that use.

9.3 Initial Fee - Within thirty (30) days of the date of this Agreement, as first written above, Provider will pay Authority a non-refundable one-time fee of \$125,000.00.

9.4 Monthly Rental Fee - During the Term of this Agreement, Provider agrees to pay Authority a Monthly Rental Fee equal to a percentage of the gross monthly recurring rental revenue received by Provider from all WSPs utilizing the DAS, which shall be payable on or before the twentieth day of the calendar month following the calendar month (or partial calendar month) for which the payment is due, without claim or demand, by Authority as follows:

Monthly Rental Fees shall become due and payable on the first day of the month that a WSP launches commercial wireless service utilizing the DAS at the Airport. If a WSP launches commercial service on any day other than the first of the month, the Monthly Rental Fee shall be pro-rated for that month and added to the next full-month's Monthly Rental Fee. Based on the number of WSPs utilizing the DAS to provide service at the Airport, the Monthly Rental Fee will be calculated as a percentage of Provider's gross monthly Distributed Antenna System Rental Revenue as follows:

- 30% for the first WSP
- 35% for the second and third WSP
- 40% for the fourth and any subsequent WSP

9.5 Abatement of Rental Fees - At any time after installation and activation of the DAS, if it is inoperable for more than thirty (30) continuous days, through no fault of the Provider, then Provider's Monthly Rental Fee shall be abated, on a pro-rata basis, for the length of time that the DAS is inoperable.

9.6 Taxes - Provider will be solely liable for and will pay all taxes with respect to all fees and other payments made under this Agreement. If applicable, Authority will be responsible for paying any gross receipts or income taxes associated with the rental payments made by the Provider.

9.7 Payment of Fees on Termination - If this Agreement is terminated for the convenience of the Authority, the Provider shall compensate the Authority a pro-rata share of the Monthly Rental Revenue accruing to the Provider up to and including the effective date of termination and in accord with Sections 25.1, 25.2, and 25.3, herein.

10.0 WIRELESS SERVICE PROVIDERS

10.1 WSP Agreements - Within thirty (30) days following any agreement between

Provider and a WSP to use the DAS, or install equipment or computer software on the DAS in anticipation of that use, upon request by Authority, Provider will allow Authority, its agents or auditors to review a complete copy of the agreement at Provider's local office. During the term of this Agreement, Provider also agrees to Authority, its agents or auditors the opportunity to review any amendment or extension to a WSP Agreement within thirty (30) days of the date of agreement to amend or extend the term of a WSP Agreement.

10.2 Failure to Provide WSP Agreements - Provider's failure to make available for review a copy of any WSP agreement to Authority as provided above is a default under Section 35 of this Agreement.

11.0 PROJECT SCHEDULE

11.1 Proposed Work Schedule - Within three (3) months after the Effective Date Provider shall present to the Authority a proposed time-phased work schedule for the design, construction and installation of the DAS.

11.2 Commencement of Work - Provider shall commence construction and installation of the DAS when it receives a binding contract from at least one (1) WSP to use the DAS. All services shall be performed and completed in accordance with the Project Schedule attached hereto and made a part hereof as Exhibit "B".

11.3 Delays - If Provider is obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Provider, and not due to its own fault or neglect, including but not restricted to: Acts of God or of public enemies, acts of government or of Authority, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then Provider shall notify Authority in writing within seven (7) business days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Provider may have had to request a time

extension to the Project Schedule. Upon receipt of a proper notice of delay, the parties will negotiate a revised Project Schedule.

11.4 Effect of Delay - Except for delays that are solely attributable to the actions of Authority, no interruption, interference, inefficiency, suspension or delay in the commencement or progress of Provider's services from any cause whatsoever shall relieve Provider of its duty to perform services or give rise to any right to damages or compensation from Authority. If Provider is delayed by actions that are solely attributable to Authority, or Authority receives notice of delay in accord with Section 11.3 above, the parties will meet as soon as possible after the delay and agree to a written amendment to the Project Schedule, or this Agreement, as appropriate.

12.0 INDEMNIFICATION

Provider shall indemnify, hold harmless and defend Authority and Lee County, Florida, and their respective commissioners, officers, agents, and anyone employed directly or indirectly by either of them, from and against all claims, injuries, liabilities, damages, demands, losses, costs or actions, either at law or in equity, including, but not limited to, court costs and reasonable attorneys' fees, that may be made or brought hereafter by anyone on account of personal injury, property damage, loss of monies, cyber liability, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligence, recklessness, wrongful conduct or intentional act or omission of Provider, or other persons employed or utilized by Provider in the performance of this Agreement.

To the extent permitted by Section 768.28, Florida Statutes, as it may be amended, renumbered or replaced, Authority shall indemnify and hold harmless Provider for money damages in tort for personal injuries or damages or loss to property covered by the negligence or wrongful act or omission of any official or employee of the Authority while

acting with the scope of that official or employee's office or employment.

If this indemnity provision is deemed void under Florida law, then the Provider shall indemnify and hold harmless Lee County, the Lee County Port Authority and their respective Boards of Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them from liabilities, damages, losses or costs including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Provider or persons employed or utilized by the Provider in the performance of the services under this Agreement.

Further, Provider's patent and copyright infringement and trade secret indemnity and hold harmless obligations, as set out in the RFP, are specifically incorporated by reference as if set forth in full herein.

Notwithstanding the above, each party specifically waives any claim for indirect, special, consequential or punitive damages against the other party in connection with this Agreement.

13.0 FAILURE TO PERFORM

Should the Provider fail to commence, provide, perform and/or complete any of the services and work required under this Agreement in a timely and diligent manner, the Authority may consider such failure as cause to terminate this Agreement subject to the Notice and Opportunity to Cure provisions in Section 35.2, below. If a WSP is not contractually obligated to use the DAS, whether it is then operational or not, by the first anniversary of the Effective Date, Authority may, at its option, terminate this Agreement.

14.0 PUBLIC RECORDS

Provider acknowledges that any information concerning its services may be exempt from disclosure under the Florida Public Records Law as follows:

(1) Airport Security Plans - The Southwest Florida International Airport security plan, and other critical operational materials designated by the Authority, are exempt from disclosure as public records under Section 331.22, Florida Statutes (2001).

These materials include, but are not limited to, any photograph, map, blueprint, drawing, or similar material that depicts critical operational information that the Authority determines could jeopardize airport security if generally known.

(2) Building Plans - Provider further acknowledges that Section 119.07(3)(b)1 Florida Statutes, exempts building plans, blueprints, schematic drawings, and diagrams depicting internal layouts and structural elements of a public building from the disclosure requirements of the Florida Public Records Law.

(3) Airport Security Systems - Section 281.301, Florida Statutes, exempts information relating to the security systems for any property owned by or leased to the Authority and any information relating to the security systems for any privately-owned or leased property which is in Authority's possession, including all records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to or revealing such systems or information, and all meetings relating directly to or that would reveal such systems or information, is confidential and exempt from disclosure.

Section 119.071(3)(a)1. and 2., Florida Statutes, reiterates the security system exemption and expands upon it to include threat assessments; threat response plans; emergency evacuation plans; shelter arrangements; security manuals; emergency equipment; and security training as confidential and exempt from disclosure.

Provider agrees not to divulge, furnish or make available to any third person, firm or organization, without Authority's prior written consent, or unless incidental to the proper

performance of Provider's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any confidential or exempt information concerning the services to be rendered by Provider hereunder. Provider shall require all of its employees, agents, subcontractors to comply with the provisions of this Article. This Agreement is not included in the confidential and exempt information covered by this paragraph. This Agreement is a public record and Provider may share copies of this Agreement with its WSPs and subcontractors.

15.0 AIRPORT SECURITY REQUIREMENTS

Provider acknowledges that the Authority is subject to strict federal security regulations limiting access to secure areas of the airport and prohibiting violations of the adopted Airport Security Program. Provider may need access to these secure areas to complete the work required by this Agreement.

Provider therefore agrees, in addition to the other indemnification and assumption of liability provisions set out above, to indemnify and hold harmless the Authority and Lee County, Florida, and their respective commissioners, officers and employees, from any duty to pay any fine or assessment or to satisfy any punitive measure imposed on the Authority or Lee County, Florida by the FAA or any other governmental agency for breaches of security rules and regulations by Provider, its agents, employees, subcontractors, or invitees.

Provider further acknowledges that its employees and agents may be required to undergo background checks and take Airport Security and Access Procedures ("S.I.D.A.") training before receiving an Airport Security Identification Badge.

Immediately upon the completion of any work requiring airport security access under this Agreement, or upon the resignation or dismissal or conclusion of any work justifying

airport security access to any agent, employee, subcontractor, or invitee of the Provider, Provider shall notify the Airports Police Department that the Provider's access authorization or that of any of Provider's agents, employees, subcontractors, or invitees has changed. Provider will confirm that notice, by written confirmation on company letterhead or via official company email as may be approved by the Airports Police Department, within twenty-four (24) hours of providing initial notice to the Airports Police Department.

Upon termination of this Agreement, or the resignation or dismissal of any employee or agent, or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the Provider, Provider shall surrender any Airport Security Identification Badge held by the Provider or by Provider's agents, employees, subcontractors, or invitees. Should Provider fail to surrender these items within five (5) days, the Provider shall be assessed a fee of Twenty-Five Dollars (\$25.00) per identification badge not returned. This fee will be billed to the Provider or deducted from any money owing to the Provider, at the Authority's discretion.

16.0 ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The Provider shall not assign or transfer any of its rights, benefits or obligations hereunder, without the prior written consent of Authority. The Provider shall have the right, subject to the Authority's prior written approval, to employ other persons and/or firms to serve as subcontractors to Provider in connection with the Provider's performance of services and work under the requirements of this Agreement. Authority hereby grants prior consent to Provider to use CCS&E LLC as a subcontractor under this Agreement.

17.0 PROVIDER AN INDEPENDENT CONTRACTOR

The Provider is an independent contractor and is not an employee or agent of the Authority. Nothing in this Agreement shall be interpreted to establish any relationship other

than that of an independent contractor between the Authority and Provider, its employees, agents, subcontractors or assigns, during or after the performance of this Agreement.

18.0 NONDISCRIMINATION CLAUSE

Pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, the Restoration Act of 1987, the Florida Civil Rights Act of 1992, and as said Regulations may be amended, the Provider must assure that no person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment.

The Provider will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

The Provider agrees to include the above statements in any subsequent agreement, sublease, or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

19.0 INSURANCE

During the term of this Agreement, Provider shall carry insurance at its sole cost and expense to protect the parties from risk. Provider shall provide the specified insurance throughout the Term and shall file with Authority's designated Risk Manager certificates of insurance evidencing such coverage upon request. Certificates, policies or endorsements shall provide thirty (30) days' prior written notice of cancellation, except for the nonpayment

of premium. The acceptance by Authority of any certificate of insurance evidencing the insurance coverages and limits required in this Agreement does not constitute approval or agreement by Authority that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements of this Agreement.

19.1 Coverage Amounts - Throughout the Term, Provider shall maintain the following insurance coverage from a carrier licensed to conduct business in the state of Florida. The limits listed below are the minimum limits required. Should the Provider carry coverage in excess to these limits, Authority will have access to the full policy limits up to \$10,000,000.

- i. Worker's compensation meeting statutory requirements. Employer's Liability limit of \$500,000 each accident; \$500,000 Disease each employee and \$500,000 Disease Aggregate.
- ii. Commercial general liability insurance including personal injury, contractual liability (meeting the indemnification obligations herein), independent contractors and broad form property damage with the following minimum liability limits: (i) \$1,000,000 per occurrence combined single limit; (ii) \$2,000,000 general aggregate; and (iii) \$4,000,000 umbrella liability, with an endorsement stating Authority is an additional insured with respect to operations relating to this Agreement. Provider's coverage shall be Primary and Non-Contributory.
- iii. Commercial automobile liability insurance with a minimum liability limit of \$5,000,000 per occurrence combined single limit which limit may be met by a combination of primary and umbrella or excess policies.

19.2 Waiver of Claims and Rights of Subrogation - The parties hereby waive any and all rights of action for negligence against the other on account of damage to the System, the Property or to any Attachment resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage, regardless of whether or not, or in what amount, such insurance is carried by the parties. All policies of property

insurance carried by either party for the DAS shall include a clause or endorsement denying to the insurer rights by way of subrogation against the other party to the extent rights have been waived by the insured before the occurrence of injury or loss.

19.3 Certificates of Insurance - Provider must use Authority's Certificate of Insurance attached as Exhibit "D", or similar form acceptable to Authority's Risk Manager, to verify coverages. The Certificate of Insurance must be completed on a "sample only" basis by Provider's insurance representatives and must be submitted for Authority's review as to acceptability. If any insurance provided under this Agreement expires during the Term, Provider must furnish renewal Certificates of Insurance on an acceptable form to Authority's Risk Manager within thirty (30) days of the expiration date. If requested by Authority, certified, true copies of the initial policies, and any renewal policies, shall be made available for Authority's review at Provider's local office.

19.4 Failure to Maintain Insurance - If Provider does not maintain the insurance coverages required by this Agreement, after reasonable notice and Provider's failure to cure, Authority may cancel the Agreement or at its sole discretion is authorized to purchase such coverages and charge Provider for such coverages purchased. Authority shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Authority to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.

20.0 DUTIES AND OBLIGATIONS IMPOSED ON THE PROVIDER

The duties and obligations imposed upon the Provider by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

21.0 NOTICE REGARDING PUBLIC ENTITY CRIMES

Section 287.133(3)(a) (1995) requires the Authority to notify Provider of the provisions of Section 287.133(2)(a) F.S.

Section 287.133(2)(a) F.S. prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime from:

- A. Contracting to provide goods or services to a public entity.
- B. Submitting a bid on a contract for construction or repair of a public building or public work.
- C. Submitting bids on leases of real property to a public entity.
- D. Being awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of \$35,000.00.

The prohibitions listed above apply for a period of thirty-six (36) months from the date a person or an affiliate is placed on the convicted vendor list.

22.0 OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as layouts and copy in draft or final form, blueprints, site plans, building plans, photographs, printed materials, computer programs, memoranda, research notes, evaluations, reports and other records and data relating to the services specifically prepared or developed by the Provider under this Agreement shall be the property of the Provider, until the Provider work required under this Agreement is complete and accepted by Authority.

Upon completion, suspension, or termination of this Agreement, all of the above documents, to the extent requested by the Authority, shall be delivered to the Authority or to any subsequent Provider within thirty (30) calendar days.

The Provider, at its expense, may make and retain copies of all documents delivered to the Authority for reference and internal use. Any subsequent use of the documents and materials listed above shall be subject to the Authority's prior review and approval.

23.0 MAINTENANCE OF RECORDS

The Provider will keep and maintain adequate auditable records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and work performed pursuant to the requirements of this Agreement. Said records and documentation shall be kept in accord with generally accepted accounting practices and will be retained by the Provider in accord with the records retention periods designated by the Florida Public Records Act, Chapter 119, Florida Statutes, from the date of expiration or termination of this Agreement, or for such period as required by law.

The Authority and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the Authority deems necessary during the period of this Agreement, and during the period as set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the Provider and at the expense of the Authority.

24.0 NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create any relationship, contractual or otherwise with, or any rights in favor of, any third party.

25.0 OWNERSHIP OF DAS, AMORTIZATION AND BUYOUT

25.1 Ownership of DAS - Title to the DAS and any improvements constructed, installed or placed in the Assigned Space or any other location in the Airport Terminal shall remain the property of Provider until expiration or termination, as provided below, of this

Agreement. Upon expiration or termination, title to the DAS and any improvements shall automatically pass to Authority, free of all liens or claims, without further action by either party and without cost to Authority.

25.2 Amortization of Cost - Within ninety (90) days following installation of the DAS and any fixed improvements by Provider and acceptance by Authority, Provider may submit an itemized statement to the Authority, certified as correct by an officer of the Provider, showing the actual cost of the DAS and any fixed improvements. The term "cost" as used herein includes the cost of the DAS equipment and any architectural and engineering fees, permitting costs, or construction costs incurred and paid by Provider for the design, supervision, and installation of the DAS and any required fixed improvements on the Assigned Space or in the Terminal. The term "fixed improvement" includes only improvements which are both approved in advance by the Authority (which approval may only be withheld upon a reasonable ground) and permanent in nature, so as to be considered realty as opposed to personalty, and does not include trade fixtures, machinery or equipment, furniture, or other personal property not permanently affixed to the premises.

If requested by the Authority, Provider shall also supply the Authority with copies of all invoices and other records in connection therewith. Unless rejected in writing by Authority within ninety (90) days of the receipt of the itemized statement, or supporting invoices and other records (if requested), whichever is later, the costs listed on said itemized statement will constitute prima facie evidence of the cost to be amortized as provided below.

Lessee shall fully amortize the actual "cost" of the DAS and any improvements on a straight line basis, without allowance for salvage, over a ten-year period commencing on the date the DAS is complete and is accepted by the Authority.

25.3 Buyout - If this Agreement is terminated at any time after the date first written above and a date that is ten (10) years after that date, the Authority will promptly purchase from Provider and Provider will sell to the Authority, the DAS and all of the fixed improvements (provided same have been completed, accepted by Authority, and have not been damaged or destroyed by an insurable cause, or disassembled or removed from the Assigned Space or the Terminal) at a cash price equal to the unamortized cost (that does not exceed the amounts set out in Provider's Proposal and has been established under the procedure set out in Section 25.2, above), remaining as of the date this Agreement is terminated.

26.0 PERFORMANCE GUARANTY

Within fifteen (15) days of the date of this Agreement, Provider will post with Authority a performance guaranty in the amount of \$10,000.00 to assure that Provider promptly commences, pursues and completes the work under this Agreement. The performance guaranty may be provided in the form a bond or bonds that will remain in effect for the entire term of this Agreement, including any extensions, a letter of credit for the same term, or a cashier's check, payable to the Lee County Port Authority Board of Port Commissioners. If Provider furnishes a performance bond or bonds, the bond(s) must be in a form acceptable to the Authority and issued by sureties authorized to do business in the State of Florida.

27.0 WARRANTIES

Upon expiration or termination of this Agreement, for whatever reason, Provider shall obtain and assign to the Authority all required express warranties then still in effect and given to Provider or any subcontractor by materialmen supplying material, equipment, or fixtures that are to be incorporated into the Project. Provider further warrants to Authority

that any materials, parts and equipment furnished under this Agreement will be new unless otherwise specified, and that all work will be of good quality, free from all defects and in conformance with the Agreement.

The Provider agrees that all items furnished under this Agreement shall be warranted for a period of one (1) year from the date of acceptance by the Authority, unless otherwise specified in the RFP or this Agreement. If, within warranty period, any work is found to be defective or not in conformance with this Agreement, Provider shall correct or replace it promptly at no cost to the Authority after receipt of written notice from Authority. Provider shall also be responsible for and pay for replacement or repair of any materials or work which may be damaged as a result of such replacement or repair. The warranties are in addition to those implied warranties to which Authority is entitled as a matter by law.

28.0 PAYMENT AND PERFORMANCE GUARANTIES

During the initial construction and installation of the DAS and at any time during the Term of this Agreement that the value of any proposed construction, reconstruction or repair work exceeds the threshold amounts set out in Section 255.05, Florida Statutes, Provider will provide payment and performance bonds in amounts not less than one hundred percent (100%) of the estimated construction cost of the proposed work and otherwise fully comply with the requirements of Section 255.05, Florida Statutes. Bonds must be provided from a surety licensed to do business in the State of Florida and maintaining an A.M. Best Company Rating not less than A, XV.

29.0 APPLICABLE LAW AND VENUE

This Agreement shall be governed by the laws, rules, and regulations of the State of Florida. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement shall be brought either in the Florida state

courts in Lee County, Florida, or in the United States Federal District Court for the Middle District of Florida, Fort Myers Division. The prevailing party in any such suit or action shall be entitled to recover from the other party their reasonable attorneys' fees and court costs.

30.0 PROHIBITED INTERESTS

No member, officer or employee of the Authority or of the locality during his tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

31.0 LOBBYING CERTIFICATION

The Authority agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Port Authority, to any person for influencing or attempting to influence any officer or employee of any Federal agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the Authority to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Port Authority shall require that the language of this section be included in this award document and any award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements)

and that all subrecipients shall certify and disclose accordingly.

32.0 AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE POLICY (ACDBE)

Authority has developed and implemented a program encouraging the participation of Airport Concession Disadvantaged Business Enterprises (ACDBEs) in Port Authority concession-related contracting opportunities, in accordance with 49 CFR Part 23, as may be amended. It is the policy of the Port Authority that ACDBEs have the maximum opportunity to compete for and participate fairly in concession-related contracting opportunities for rental car and non-rental car concessions, as applicable.

This service agreement is not subject to the requirements set forth in 49 CFR Part 23. If at any time during the term of this agreement there is a determination that the Provider must be in compliance with the regulations, as amended, and/or any guidance issued by FAA regarding the interpretation of the federal regulations, the Authority will notify the Provider of such changes. Upon this notification, the Provider must comply with all the ACDBE requirements as outlined in the Authority's approved ACDBE Plan.

33.0 E-VERIFY

Provider agrees that it will enroll and participate in the U.S. Department of Homeland Security's E-Verify Program for Employment Verification (the "Program") in accordance with the terms governing use of the Program. The Provider further agrees to provide the Authority with proof of such enrollment within thirty (30) days of the date of this Agreement. Once enrolled, Provider agrees to use the Program to confirm the employment eligibility of:

- (1) All persons employed by Provider during the Term of this Agreement.

(2) All persons, including contractors and subcontractors, assigned by the Provider to perform work or provide services under the Agreement.

Provider further agrees that it will require each contractor or subcontractor performing work or providing services under this Agreement to enroll in and use the Program to verify the employment eligibility of all persons employed by the contractor or subcontractor during the Term of this Agreement.

Provider agrees to maintain records of its participation and compliance with the provisions of the Program, including participation by its contractors and subcontractors as provided above, and to make such records available to the Authority or other authorized state or federal agency consistent with the terms of this Agreement.

Compliance with the terms of this Section is made an express condition of this Agreement, and the Authority may treat failure to comply as a material breach of the Agreement and grounds for immediate termination.

34.0 HEADINGS

The headings of the Articles, Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Sections, Exhibits and Attachments.

35.0 NOTICES AND ADDRESSES

35.1 NOTICES

All notices required and/or made pursuant to this Agreement to be given to either party by the other shall be in writing and shall be given either by the United States Postal Service or by overnight courier with a tracking record of delivery, to the following addresses of record:

LEE COUNTY PORT AUTHORITY
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913
Attention: Airport Executive Director

Crown Castle Solutions LLC
c/o Crown Castle USA Inc.
General Counsel
2000 Corporate Drive
Canonsburg, Pennsylvania 15317
Attention: SCN - Legal
(866) 482-8890

With a copy to: Crown Caste Solutions LLC
2000 Corporate Drive
Canonsburg, Pennsylvania 15317
Attention: SCN Contract Management

35.2 CHANGE OF ADDRESS

Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

36.0 TERMINATION OR SUSPENSION

36.1 Termination for Cause - Provider shall be considered in material default of this Agreement and such default will be considered cause for Authority to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified in Exhibit "B", or (b) failure to make any payment required under this Agreement to Authority within ten (10) days after payment is due, or (c) failure to properly and timely perform the services as provided for in the Agreement, or (d) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Provider, or (e) failure to obey laws, ordinances, regulations or other codes of conduct, or (f) failure to perform or abide by the terms or spirit of this Agreement, or (g) for any other just cause.

36.2 Opportunity to Cure Default - In the event of default by Provider, in addition to all other remedies provided herein or now or hereafter provided by law, Authority will have the right to terminate this Agreement, by giving at least thirty (30) days written notice to the Provider if: (1) Lessee is in default as set out above; and (2) either:

- (a) the default is not cured to the Authority's reasonable satisfaction within said thirty (30) days after the Authority gives notice of the default; or
- (b) if such default does not relate to the payment of rent or money, and is not curable within said thirty (30) days, Provider either: (1) fails to demonstrate to the Authority, within said thirty (30) days of receiving notice from the Authority of the default, that Provider has commenced curing the default; or (2) fails to diligently pursue the cure of such default to completion.

36.3 No Waiver - No default will be deemed waived by either party, whether or not such party has knowledge of the default or accepts rent or other payments, unless the waiver is expressed in writing and signed by the party against whom the waiver is sought to be enforced.

36.4 Termination for Convenience - Authority shall have the right to terminate this Agreement, in whole or in part, without cause upon six (6) months written notice to Provider. In the event of such termination for convenience, the parties shall act in accord with Section 9.6, and 25.1 -25.3 above. Provider shall not be entitled to any other recovery against Authority, including, but not limited to, anticipated revenue or profits for services not performed.

36.5 Suspension - Authority shall have the power to suspend all or any portions of the services to be provided by Provider hereunder upon giving Provider thirty (30) calendar days prior written notice of such suspension.

37.0 TERMINATION UNDER SECTION 287.135 F.S.

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 Provider is found to have submitted a false certification under Section 287.135(5) F. S. or has been placed on either the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as described in Section 287.135 F. S.

38.0 SUBORDINATION

(1) This Agreement shall be subject to all restrictions of record affecting the Airport and the use thereof, all federal, state, and county laws and regulations affecting the same, and shall be subject and subordinate to the provisions of any and all existing agreements between the Authority and the United States of America, the State of Florida or Lee County, or their agencies, and to any future agreements between or among the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of federal, state, or county funds for the development of the Airport, or any part thereof. All provisions hereof shall be subordinate to the right of the United States to occupy or use the Airport, or any part thereof, during time of war or national emergency.

(2) If the FAA requires modifications or changes in this Agreement as a condition precedent to the granting of its approval or to the obtaining of funds for the improvement of the Airport, Provider hereby consents to any and all such modifications and changes as may be reasonably required.

(3) Notwithstanding the foregoing provisions of this Section, if any such restrictions, agreements or modifications to this Agreement increase the fees payable

hereunder or materially and adversely affect the ability of Provider to use the Assigned Space for the purposes permitted under this Agreement, Provider shall have the right to terminate this Agreement by written notice to the Authority.

39.0 WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement 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 Agreement.

40.0 ENTIRE AGREEMENT

This Agreement, including the referenced Exhibits and Attachments, constitutes the entire Agreement between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.

41.0 AMENDMENTS

The terms and provisions contained in this Agreement may be amended, in writing, by the Agreement of both parties. In the event of any conflicts between the requirements, provisions and/or terms of the Agreement and any written Amendment(s), the requirements, provisions and/or terms of the latest executed Amendment(s) shall take precedence.

42.0 SEVERABILITY

If any word, phrase, sentence, part, subsection, or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, that have not been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

43.0 ACCEPTANCE

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

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

ATTEST: LINDA DOGGETT
Clerk of the Circuit Court

BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA

By: Theresa King
Deputy Clerk

By: [Signature]
Chair or Vice Chair

Signed, Sealed and Delivered
in the presence of:

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

Joyce Townsend
Witness

By: [Signature]
Port Authority Attorney's Office

Chris Lee
Witness

Signed, Sealed and Delivered
in the presence of:

CROWN CASTLE SOLUTIONS LLC
PROVIDER

[Signature]
Witness

[Signature]
Signature

[Signature]
Witness

By: PAUL BLASER
Printed Name

VPGM
Title

EXHIBIT "A"

SCOPE OF SERVICES

1. Provider will furnish DAS service offerings, including all services needed to fully install, implement, operate and maintain the system(s) at the Southwest Florida International Airport. Provider will implement and manage a vendor-neutral DAS service offering at the Airport. The service must provide enhanced wireless coverage throughout the Airport, in addition to generating revenue for the Authority. DAS service offerings shall meet or exceed the specifications and requirements listed in the RFP. The system must be capable of providing full operation and support to Authority staff, tenants, and the traveling public throughout specified areas of the Airport.

2. The DAS must provide enhanced cellular coverage throughout all public areas of the Airport Terminal facilities, Authority offices and some Airport operational areas, per the coverage locations and associated square feet set out in Attachment A to the RFP. Provider is responsible for providing the following:
 - a. Design of a host neutral DAS to support multiple cellular carriers including all current, and future wireless communications and broadband data requirements.
 - b. Coordinating and provisioning of additional cellular carriers that desire to provide coverage at the Airport during the term of this Agreement.
 - c. Performing all necessary Project coordination, including attendance at Project meetings, for any adjacent Authority projects.
 - d. Furnishing of all equipment, not provided by Authority that is required to support the installation and operation of the DAS.
 - e. Coordinating and provisioning of all system modifications throughout the term of this Agreement to support cellular carrier enhancements to services (e.g. support of new technologies).
 - f. Coordinating with the various mobile carriers desiring to provide service at the Airport and facilitating their inclusion in the DAS.
 - g. Per Authority direction, use telecom room 101108 in the terminal for all base station equipment. If this room is found to be unsuitable, then the Provider must provide enhancements to 101108 or suggest another suitable location that is approved by Authority. Any location must be coordinated with the Authority to identify a suitable location for cellular carriers' equipment on the Airport campus and provide any space enhancements (e.g. power, communications cabling, HVAC, etc.) to support the DAS and carriers' equipment.

- h. Installation of the DAS equipment and all supporting components, including cabling infrastructure and fiber optic infrastructure required to support the operation of the DAS.

3. Available Supporting Infrastructure and associated scope of work:

- a. Mechanical: Room 101108 has an existing Computer Room Air Conditioning system in place: Data-Aire, Model DAU-1034-C, Serial # 2004-0204-B, Job # D4-23269 (manufactured in 2004). This is a 10 ton, floor mounted, up-flow unit with a primary chilled water coil fed from the facility's chilled water system, and backed up with dual DX compressors should the chilled water system fail. The unit has a 15 KW electric reheat coil and a 10.2 KW humidifier.

Provider will be responsible for calculating the HVAC loads for the existing space including heat gain from existing heat producing equipment and determining the excess cooling capacity available from the existing system. If additional cooling is required, Provider must provide new equipment as needed.

Electrical and UPS: Telecom Room 101108 contains an existing Eaton Powerwave Mod. No. 9315-160 UPS system rated at 160 kva with 480 volt, 3 phase input and 120/208 volt, three phase output. The existing UPS feeds a UPS distribution panelboard, labeled LCPM12. LCPM12 is rated 600 amp and contains a 600 amp main circuit breaker. LCPM12 is a double section panelboard with 42 poles in section 1 (31 spaces available) and 18 poles in section 2 (18 spaces available).

Reported existing load on the UPS is 10 kva. Provider must verify existing conditions and electrical loads in Room 101108. If loads have changed or the existing electrical supply prove to be inadequate for the installation, Provider must furnish additional equipment to support the loads.

Fire Protection: Room 101108 has a Double-Interlocked Preaction System: Viking Model TotalPac 2 preaction system; electric release with PAR3, Model B-2 Panel; Double Interlocked Electric-Pneumatic release.

Provider must be responsible for modifying the existing system as needed.

- b. Back Up Power – There is back up power provided to the DAS room off of the Airport's main emergency power system.

Provider will be responsible for any additional back-up power or UPS equipment required to support the system during cut over of power.

- c. Provider must provide any additional conduit and cabling required to connect DAS components if not available through the existing Authority infrastructure. All

infrastructure components shall be installed in accordance with the latest Authority technology standards as defined by the Authority.

- d. Provide the Authority with quarterly reports detailing DAS uptime and maintenance performed (both scheduled and non-scheduled) on the DAS service via the system's reporting capabilities. The information contained in the quarterly reports shall be coordinated with the Authority's designated representative.
- e. Provide all preventative maintenance and system repairs, including system updates throughout the term of the Agreement, as required for the normal operation of the DAS.
- f. Perform system updates/upgrades throughout the life of the agreement to ensure the systems are supporting the most current technologies at a minimum of five (5) year intervals. The Authority reserves the right to adjust minimum requirements as advancements in technology become available.
- g. Install all software and hardware components necessary for the DAS to function as specified.
- h. Provide ongoing support and other requirements that are listed in the technical specifications.
- i. Furnish any and all electrical work, including installation of new electrical outlets required to support the DAS equipment. All electrical installations shall conform to the latest Authority standards as well as NEC and local codes and requirements and shall be provided by properly licensed employees or subcontractors of the Provider as may be required by law.
- j. Participate in all Authority safety and security programs and adhering to the established safety guidelines.
- k. At the end of the Agreement term, turn over ownership of all DAS equipment to the Authority. This equipment includes, but is not limited to:
 - 1. Optical Master Units
 - 2. Fiber Distribution Hubs
 - 3. Remote Fiber Distribution Units
 - 4. Coax Cabling
 - 5. Ceiling Antennas
- l. Secure any required permits and licenses necessary for the execution of work as needed for the Project.
- m. Provide all required notices prior to performing any work that may affect Airport operations and/or the availability of the system(s).

EXHIBIT "B"

PROJECT SCHEDULE

Design Completion	Within six (6) months of the Effective Date
Installation Completion	Within <u>9</u> months of Provider signing a WSP
Total System Acceptance	Within thirty (30) days of System Installation

EXHIBIT "C"

ASSIGNED SPACE AND REQUIRED COVERAGE AREAS

Southwest Florida International Airport Fort Myers, Florida



ATTACHMENT A: CURRENT 101108 LAYOUT AND REQUIRED COVERAGE AREAS



Faith Group

NO.	REVISION	DATE

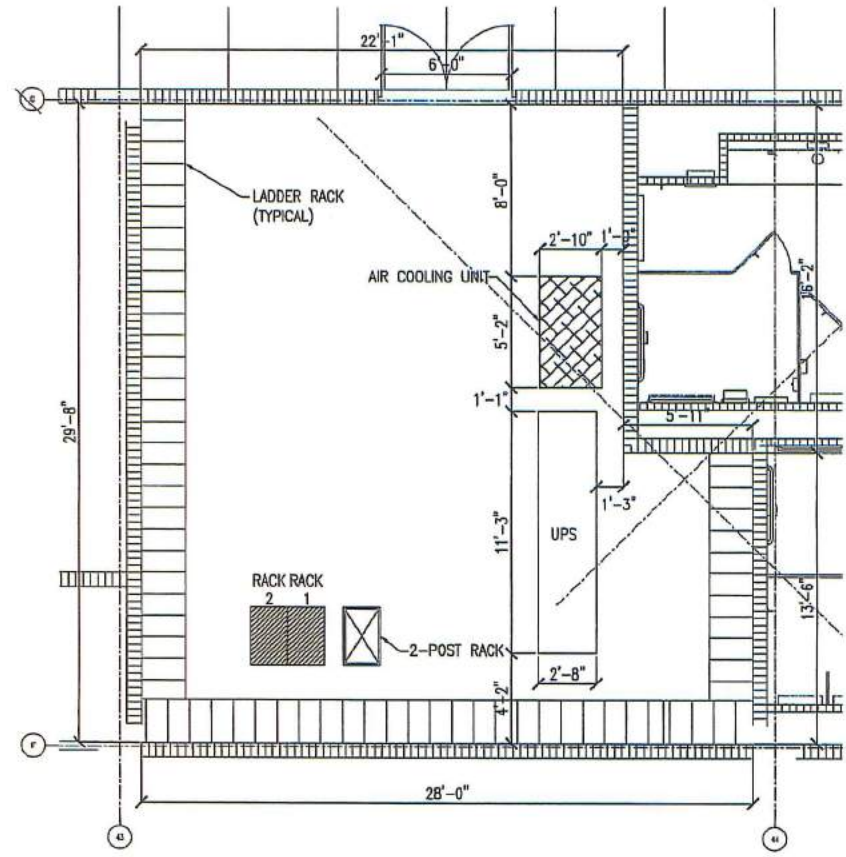
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MUFDS
ROOM AND RACK
LAYOUT DETAILS
APRON LEVEL

Issue Date: 11/02/2011
Project No.: XXXX

Drawing No.: DC1.1

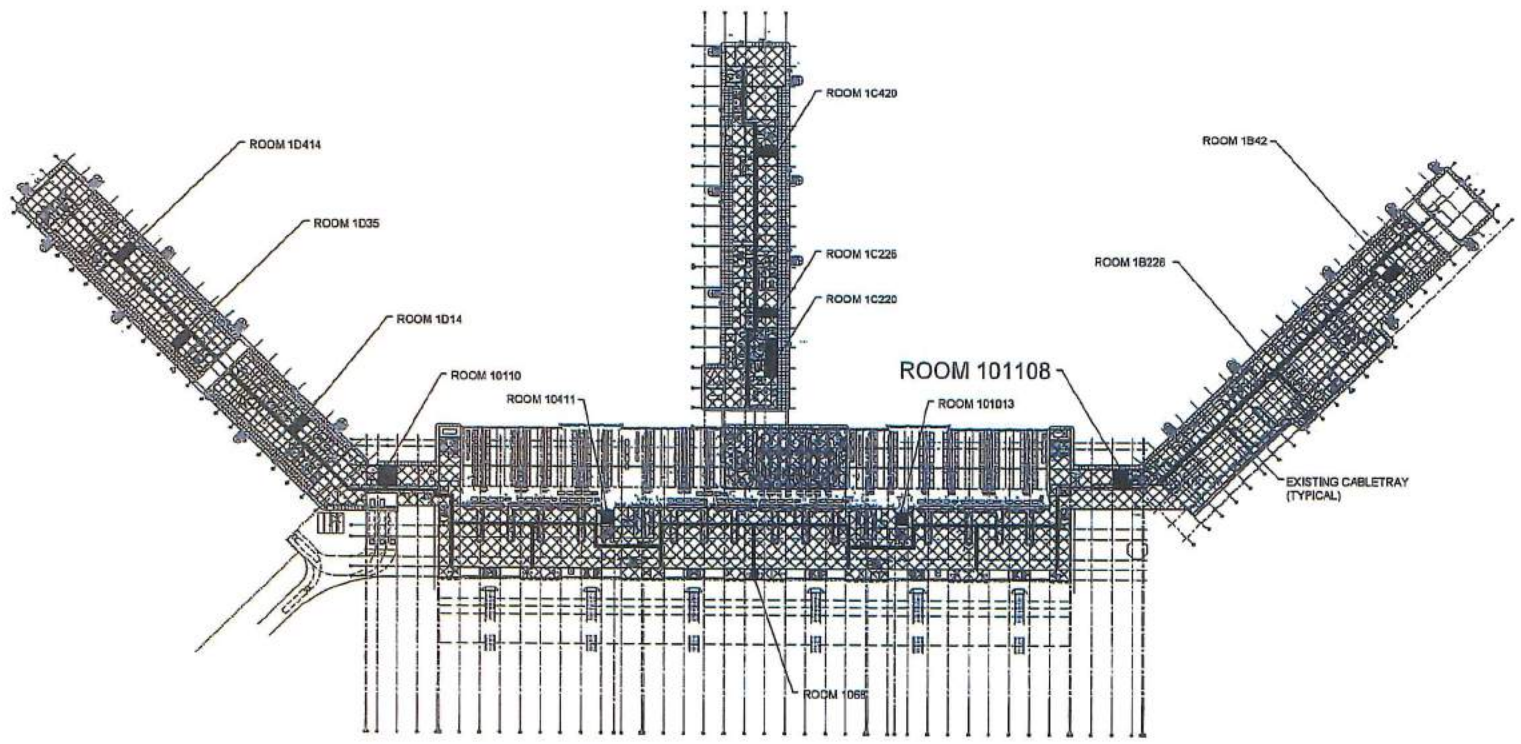
Professional of Record:
Discipline:
Registration No.:

Seal:



1 MUFDS - ROOM LAYOUT
ROOM 101103 - APRON LEVEL - TERMINAL - ZONE T11
SCALE: 1/2" = 1'-0"

EXHIBIT "C"
Page 2 of 6



COVERAGE AREA - 269,022 SQ/FT

EXHIBIT "C"
Page 3 of 6

DAS - APRON LEVEL - FULL PLAN VIEW

1

0 3' 6' 12'
SCALE 1/8" = 1'-0"

DAS
Southwest Florida International
Airport
Fort Myers, Florida



NO.	ROOM	REV.

Sheet Title:
DAS
APRON LEVEL
FULL PLAN VIEW

Date Iss: 10/02/2014
Project No. 2334
Drawing No. DC21

Professional of Record:
Signature: _____
Registration No. _____

Date: _____



DAS
 Southwest Florida International Airport
 Fort Myers, Florida

MIDFIELD TERMINAL
SHEET LAYOUT

NO.	REVISION	DATE

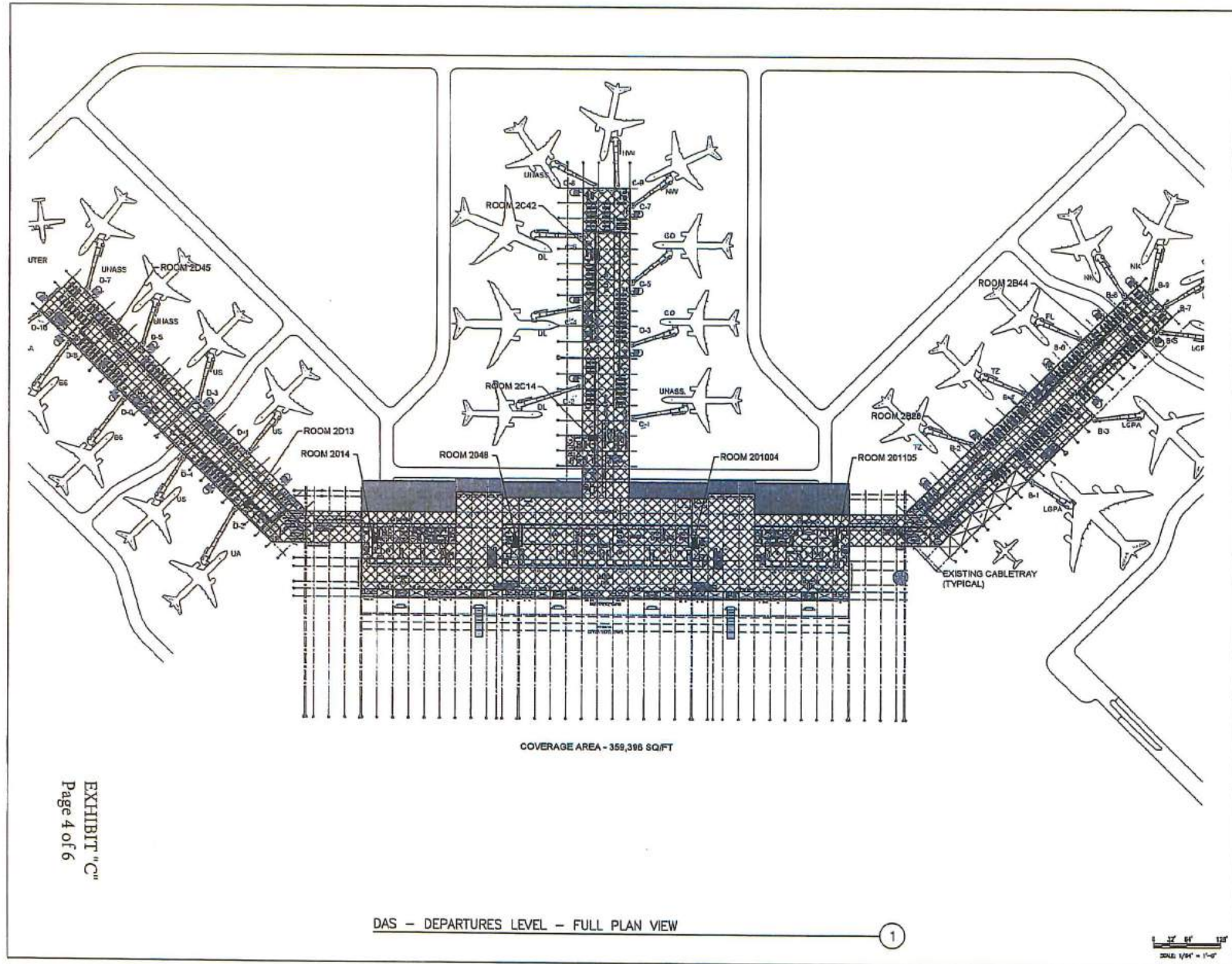
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DAS
DEPARTURES LEVEL
FULL PLAN VIEW

Issue Date: 10/22/2014
 Project No. 2007

Drawing No.: **DC2.2**

Prepared by: [Blank]
 Checked by: [Blank]
 Revision No. [Blank]

Date: [Blank]

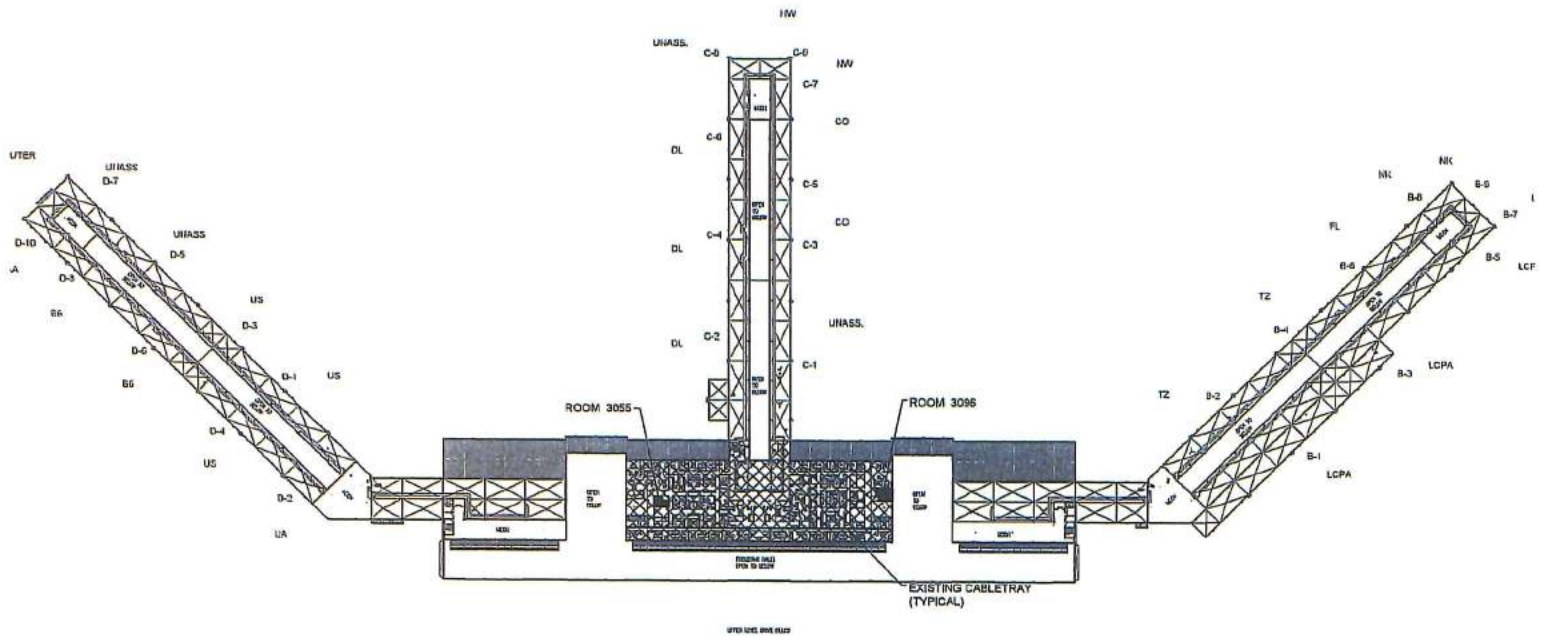


COVERAGE AREA - 359,386 SQ/FT

DAS - DEPARTURES LEVEL - FULL PLAN VIEW

1

EXHIBIT "C"
 Page 4 of 6

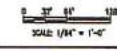


COVERAGE AREA - 48,123 SQ/FT

EXHIBIT "C"
Page 5 of 6

DAS - MEZZANINE LEVEL - FULL PLAN VIEW

1



NO.	REVISION	DATE

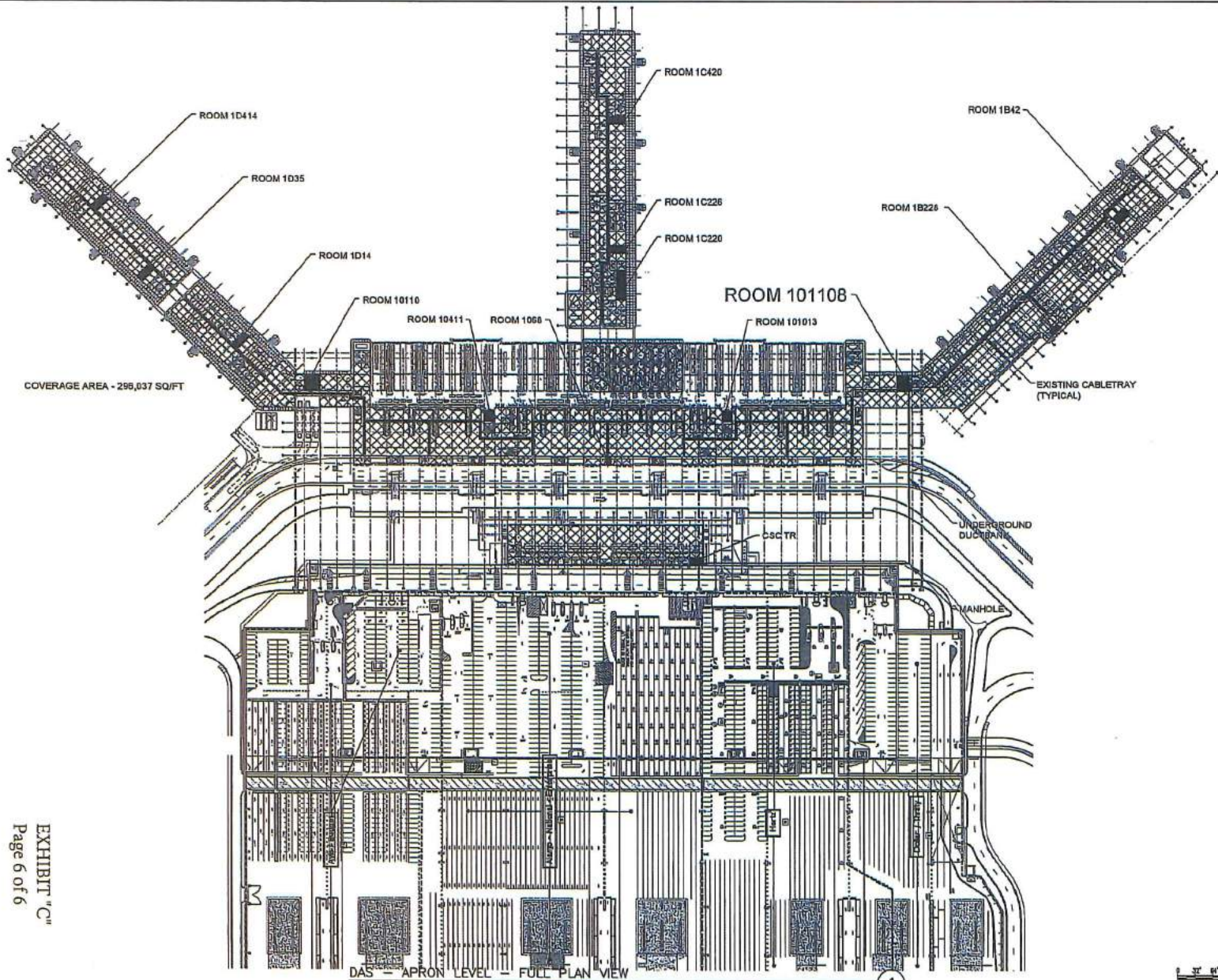
Sheet Title:
**DAS
MEZZANINE LEVEL
FULL PLAN VIEW**

Issue Date: 10/02/2014 Project No.: XXXX
Drawing No.:

DC2.3

Professional of Record:
Fiducious
Registration No.:

Seal:



DAS
Southwest Florida International
Airport
Fort Myers, Florida



MIDFIELD TERMINAL
SHEET LAYOUT

REV.	DATE	DESCRIPTION

Sheet Title:
**DAS
APRON LEVEL
FULL PLAN VIEW**

Issue Date: 10/02/2014
Project No.: 3333
Drawing No.:

DC2.1

Prepared by: Brest
Checked by:
Reviewed by:

Scale: 1/8" = 1'-0"

EXHIBIT "C"
Page 6 of 6

EXHIBIT "D" CERTIFICATE OF INSURANCE

In consideration of the premiums charged on the insurance policies shown in this certificate, this certificate of insurance is issued to the certificate holder shown below. This certificate does not amend, extend or alter the coverage afforded by the policies listed below except as shown below:

Name and Address of Agency	COMPANIES AFFORDING COVERAGE	
	COMPANY LETTER	A
	COMPANY LETTER	B
Name and Address of Insured	COMPANY LETTER	C
	COMPANY LETTER	D
	COMPANY LETTER	E

This is to verify that the insurance policies listed below have been issued to the insured and are in force at this time. It is agreed that none of these policies will be cancel or changed, except in the application of the aggregate liability limits provisions, so as to affect the insurance described by this certificate until **after 30 days** written notice of such cancellation or change has been delivered to the certificate holder at this address shown below. It is also agreed that **30 days** written notice by the insurance companies listed above of their intent not to renew their policies listed below for the same coverage provided in this certificate will be given to the certificate holder at their address shown below. The policies shown in this certificate are primary to any insurance carried by the certificate holder.

Company Letter	Type of Insurance	Policy Number	Policy Effective Date (mm/dd/yy)	Policy Expiration Date (mm/dd/yy)	ALL LIMITS IN THOUSANDS		
	GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence <input type="checkbox"/> Owners & Contractors Protective <input type="checkbox"/> X.C.U. Coverage <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors				General Aggregate Products Comp/Ops Aggregate Personal & Advertising Injury Each Occurrence Fire Damage (Any one Fire) Medical Expense (Any one Person) Specific Project*		
	AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Bodily Injury (Each Person)	Each Accident \$	
					Bodily Injury (Each Accident)	\$	
					Property Damage	\$	
					Bodily Injury and Property Damage Combined	\$	
	EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Bodily Injury and Property Damage Combined	Each Occurrence \$	Aggregate \$
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				Statutory		
					(Each Accident)	\$	
					(Disease-Policy Limit)	\$	
					(Disease-Each Employee)	\$	
	OTHER						

Contractual Liability Coverage

Description of Contract:

- The Certificate Holder has been named as an additional insured as respects the General, Automobile, and Excess Liability Policies described here:
- The General, Automobile and Excess Liability Policies described provide the severability of interest (cross liability) provision applicable to the named insured and the Certificate Holder.
- Copy of the agent's license, or other proof of representation, with each insurance company, named above must be attached to this certificate:

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 SPECIFIC PROJECT/LOCATION/VEHICLES/SPECIAL CONDITIONS:



Lee County Port Authority
 11000 Terminal Access Road
 Suite 8671
 Fort Myers, Florida 33913

Name and Address of Certificate Holder

Date Issued: _____
 Authorized Representative: _____
 Address: _____
 Telephone #: _____



Lee County Port Authority
11000 Terminal Access Road., Suite 8671
Fort Myers, Florida 33913

PLEASE READ CAREFULLY

CERTIFICATE OF INSURANCE EXPLANATION

The Certificate Holder (CH), requires the use of its Certificate of Insurance as evidence that the insurance requirements of the agreement have been complied with and will continue to be complied with as long as the agreement is in force. CH must rely on this certificate as proof of compliance with the insurance requirements agreed upon. The CH must be advised of cancellation or nonrenewal of the insurance coverage required or reduction in the coverage provided in compliance with the agreement as shown in the Certificate of Insurance. Thirty-day written notice of cancellation, nonrenewal, or reduction in coverage must be provided to the CH so that it can take proper action to protect itself.

Many Certificates of Insurance are received by the CH and many contain wording to the effect that the certificate is issued as a matter of information only and confers no rights upon the certificate holder. A common example of this unacceptable language is: should any of the above-described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the named holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

The CH must have the right of notice of cancellation, nonrenewal, and reduction of coverage, as this is part of the insurance requirements of the agreement entered into and to be relied upon by the CH as evidenced through its Certificate of Insurance.

The requirement that the authorized representative signing the Certificate of Insurance attach his agent's license with the insurance company or companies, or other acknowledgment by the insurance company or companies shown in the certificate, is to show proof to the CH that the person signing the certificate is legally authorized by the insurance company to so obligate them, as referred to in the certificate.

The CH must have positive evidence in the form of its Certificate of Insurance that the insurance requirements of the agreement entered into have been met and will continue to be met, without interruption, during the term of the agreement entered into unless thirty days written notice is given to it.

No activity shall begin until the CH's properly executed Insurance Certificate is received. Your cooperation in providing the CH with acceptable evidence of insurance requirements compliance, as agreed to in the agreement, will prevent confusion and delay in allowing the subject matter of this agreement to be accomplished.

The acceptance of delivery to the CH of any Certificate of Insurance required in any contract does not constitute agreement by the CH that the insurance requirements in the contract have been met or that the insurance policies shown in the certificate are in compliance with the contract requirements.

SEVERABILITY OF INTERESTS PROVISION

With respect to claims involving any Insured at interest hereunder, each such interest shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured. This agreement, however, shall not operate to increase the limits of the Insurance Company's liability.

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

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| <p>1. REQUESTED MOTION/PURPOSE: Request Board approve a "Distributed Antenna System" Service Provider Agreement with Crown Castle, LLC.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: 10 years commencing upon Board approval.</p> <p>4. WHAT ACTION ACCOMPLISHES: Authorizes Crown Castle LLC to install and operate a Distributed Antenna System improving cellular telephone capacity for tenants and passengers at Southwest Florida International Airport.</p> | <p>5. CATEGORY: C.4b
Budgeting, Purchases, Contracts and Agreements</p> <hr/> <p>6. ASMC MEETING DATE: 8/16/2016</p> <p>7. BoPC MEETING DATE: 9/8/2016</p> |
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| <p>8. AGENDA:</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p> <p><input type="checkbox"/> APPEALS</p> <p><input type="checkbox"/> PUBLIC</p> <p><input type="checkbox"/> BoCC</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 Lee County Port Authority, its tenants and the travelling public, receives cellular telephone services from a single tower located at 11901 Regional Lane. During peak season this tower reaches and may at times exceed capacity. The Port Authority wishes to improve cellular services for all tenants and provide a stable revenue stream to the Authority by inviting a neutral host company to install and manage a Distributed Antenna System in the terminal and contract with cellular carriers to provide service for Southwest Florida International Airport. Driven by the staggering growth in smartphone and mobile technology, DAS installations have become an industry standard at airports, stadiums and other large venues across the US and worldwide.

On March 4, 2015, the Lee County Port Authority Purchasing Department advertised RFP 15-07 Request for Proposals (RFP) for a Distributed Antenna System. The RFP was advertised in various local papers, on the Port Authority's web site and by various Airport organizations. Three (3) submittals were received on May 21, 2015 from the following firms:

1. Boingo Wireless
2. Crown Castle
3. Mobilitie

A publicly noticed Staff Evaluation Committee meeting was held on June 11th, 2015 to develop staff summaries, review comments and provide information to the Airport Special Management Committee (ASMC) for their consideration.

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	GENERAL SERVICES	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Benjamin R. Siegel</i>	<i>Elizabeth K. Walker</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory S. Hagen</i>	<i>Robert M. Ball</i>

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| <p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED <input checked="" type="checkbox"/> (6-0)</p> <p>APPROVED as AMENDED</p> <p>DENIED</p> <p>OTHER</p> | <p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED <input checked="" type="checkbox"/> Manning/Hamman with Kiker Absent</p> <p>APPROVED as AMENDED</p> <p>DENIED</p> <p>DEFERRED to</p> <p>OTHER</p> |
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Background (continued)

At the ASMC meeting on August 18, 2015 the committee considered the submittals and requested presentations from all three firms. The presentations were randomly selected for the following order:

1. Crown Castle
2. Mobilitie
3. Boingo Wireless

On October 20, 2015, The ASMC heard oral presentations from the three firms and ranked them as:

1. Crown Castle
2. Boingo Wireless
3. Mobilitie

On November 5th, 2015, the Board authorized staff to negotiate an agreement to install and operate a distributed antenna system.

On June 28th, 2016 staff concluded negotiations. Under the agreement and in accordance with the RFP, Crown Castle will make a onetime payment of \$125,000 upon execution of the agreement and a percentage of the gross monthly recurring revenue once they have launched commercial service and commence paying rent on the DAS in the following installments:

- 30% for the first wireless service provider
- 35% for the second and third wireless service provider
- 40% for the fourth wireless service provider

The term of the agreement is 10 years from execution of the agreement.

Att: Service Provider Agreement – DAS
DAS Contract Summary

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

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| <p>1. REQUESTED MOTION/PURPOSE: Request Board approve a "Lease of Terminal Space at Southwest Florida International Airport" with G2 Secure Staff, L.L.C.</p> <p>2. FUNDING SOURCE: n/a</p> <p>3. TERM: Month-to-month beginning February 1, 2020</p> <p>4. WHAT ACTION ACCOMPLISHES: Authorizes G2 Secure Staff L.L.C. to lease space within the terminal building on a month-to-month basis.</p> | <p>5. CATEGORY: 5.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 2/18/2020</p> <p>7. BoPC MEETING DATE: 3/12/2020</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>Brian McGonagle</u></p> <p>DIV. <u>Administration</u></p> |
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10. BACKGROUND:

G2 Secure Staff, L.L.C. ("G2") provides ground service and skycap service to airlines at Southwest Florida International Airport under a "Permit Agreement for Ground Service and Skycap Service at Southwest Florida International Airport" dated September 5, 2019. G2 now desires to lease from the Authority certain office and storage space in the Airport's terminal building to further support its ground service and skycap service operations.

The proposed lease agreement will provide G2 with baggage service office #1023, located on the first floor of the Airport's terminal building. Office #1023 is approximately 152 square feet.

The term of the proposed lease will be month-to-month, beginning February 1, 2020. Either party may terminate the agreement at the end of a calendar month, by giving the other party thirty (30) days advance written notice. The initial monthly rent of \$1,540.14 (\$121.59/SF/year) is subject to annual adjustment by the Authority, beginning October 1, 2020.

Attachments:

1. Contract Summary
2. Proposed lease agreement

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING 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>Benjamin R. Siegel</i>

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| <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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CONTRACT SUMMARY

Agreement: Lease of Terminal Space at Southwest Florida International Airport

Tenant: G2 Secure Staff, L.L.C.
400 E. Las Colinas Blvd. Suite 750
Irving, TX 75039

Leased Premises: Room #1023, located on the first floor of the RSW terminal building, baggage claim area (approximately 152 square feet)

Allowed Use(s): Office and storage space associated with ground service and skycap service operations

Term of Lease: Commences February 1, 2020; will continue month-to-month thereafter unless or until terminated by either party giving written notice

Rents and Fees: Monthly rent of \$1,540.14; subject to change effective October 1, 2020, and not more frequently than annually thereafter, provided the Authority gives at least 30 days advance written notice of such change

Security/Perf. Guaranty: \$4,600.00

Insurance: Commercial General Liability in the amount of \$500,000/\$1 million; Workers' Compensation as required by state law; Employers Liability in the amount of \$1 million.

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 _____, 20____, 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 **G2 SECURE STAFF, L.L.C.**, a Texas limited liability company (herein referred to as "Lessee"), with offices at 400 E. Las Colinas Blvd., Suite 750, Irving, Texas 75039.

Background

The Authority operates Southwest Florida International Airport, located at Fort Myers, in Lee County, Florida (the "Airport"). Lessee provides ground service and skycap service to airlines and operates at the Airport under a "Permit Agreement For Ground Service and Skycap Service at Southwest Florida International Airport" dated September 5, 2019. To support its operations, Lessee desires to enter into this lease for office space on a month-to-month basis.

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 152 square feet located on the first floor of the main terminal, identified on Exhibit "A" attached hereto.

ARTICLE 2
TERM

The initial term of this lease will commence on February 1, 2020, 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 thirty (30) 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 related to its ground service and skycap service operations at the Airport. 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 \$1,540.14. This rate is

subject to being changed October 1, 2020, and not more frequently than annually thereafter, to such new rate as shall be determined by the Authority, provided that the 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 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
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 6
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 the Authority gives prior written consent, which will not be unreasonably withheld.

ARTICLE 7
CONDITION OF PREMISES;
LESSEE'S IMPROVEMENTS; MAINTENANCE; REPAIRS; ALTERATIONS

Section 7.1 **Initial condition.** The 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 Maintenance Department.

Section 7.2 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, normal wear and tear excepted.

Section 7.3 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), replace any proprietary ticket counters or kiosks it has installed with ticket counter shells matching the standard Lee County Port Authority ticket counter shells, 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.

In the event Lessee serves the Authority written notice of cancellation of its "Permit Agreement For Ground Service and Skycap Service at Southwest Florida International Airport" with the Authority pursuant to the terms thereof, this lease shall likewise be deemed terminated, effective on the same day that such termination of the "Permit Agreement For Ground Service and Skycap Service at Southwest Florida International Airport" is effective.

ARTICLE 8
RIGHT OF ENTRY

The Authority or the Authority's agents or employees will have the right to enter the leased premises, upon prior notice, to inspect the premises at all reasonable times, or at any time in case of emergency (without notice), to access the network cabling panel, or to inspect, make repairs, provide custodial or other maintenance service, or to exhibit the premises to prospective tenants.

ARTICLE 9
COMPLIANCE WITH LAWS

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

ARTICLE 10
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 11
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 levied upon the premises during the time period attributable to the term hereof, 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 12
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 \$4,600.00, 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 13
FAA CLAUSES

Section 13.1 Nondiscrimination.

A. Pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21 Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI, the Civil Rights Act of 1964; the Restoration Act of 1987; and the Florida Civil Rights Act of 1992, and as said Regulations may be amended, the Lessee must assure that "no person in the United States shall on the basis of race, color,

national origin, sex, creed, or disability be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any program or activity," and in the selection and retention of subcontractors/sub-lessees, including procurements of materials and leases of equipment. The Lessee will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

B. Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefitting from Federal Assistance. This provision binds the Lessee and subcontractors from the bid solicitation period to the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

C. Lessee acknowledges that the provisions of 49 CFR, Part 23, Disadvantaged Business Enterprises (DBE), and 14 CFR, Part 152, Affirmative Action Employment Program, may be applicable to the activities of the Lessee under 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 Minority Business Enterprise

("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 MBEs.

Section 13.2 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 13.3 Nonexclusivity. Notwithstanding anything herein to the contrary, it is expressly understood and agreed

that the Authority reserves the right to grant similar privileges to another lessee or other lessees on other parts of the Airport.

ARTICLE 14
CIVIL RIGHTS and Title VI

Section 14.1 *General Civil Rights Provisions.* Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefitting from Federal assistance. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee. This provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Section 14.2 *Compliance with Nondiscrimination Requirements.* During the performance of this contract, Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

- A. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

- B. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- C. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- D. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Port Authority or the Federal Aviation

Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Port Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Port Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- F. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Port Authority or the

Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Port Authority to enter into any litigation to protect the interests of the Port Authority. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Section 14.3 *Transfer of Real Property Acquired or Improved Under the Airport Improvement Program.*

A. Lessee, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the property described in this lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race,

color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. In the event of breach of any of the above Nondiscrimination covenants, Authority will have the right to terminate the lease and to enter, re-enter, and repossess said lands and facilities thereon.

**Section 14.4 Construction/Use/Access to Real Property
Acquired Under the Activity, Facility or Program.**

A. Lessee, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

- B. In the event of breach of any of the above nondiscrimination covenants, Authority will have the right to terminate the lease and to enter or re-enter and repossess said land and the facilities thereon.

Section 14.5 Title VI List of Pertinent

Nondiscrimination Acts and Authorities. During the performance of this contract, the Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of

the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 - 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

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 the 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.

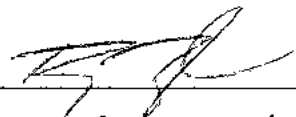
Section 17.5 Governing law and venue. This agreement shall become valid when executed and accepted by the Authority in Lee County, Florida; it will be deemed made and entered into in the State of Florida and will be governed by and construed in accordance with the laws of Florida.

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.

(Intentionally left blank. See next page)

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

G2 SECURE STAFF, L.L.C.
(Lessee)

By: 
Print Name: Roger Zebroski
As Its: CFO
Date: 1/16/2020

WITNESSED BY:

Witness: Lauren Taylor
Print Name: Lauren Taylor
Witness: Angela Chernyakhousky
Print Name: Angela Chernyakhousky

LEE COUNTY PORT AUTHORITY

ATTEST:
LINDA DOGGETT, CLERK

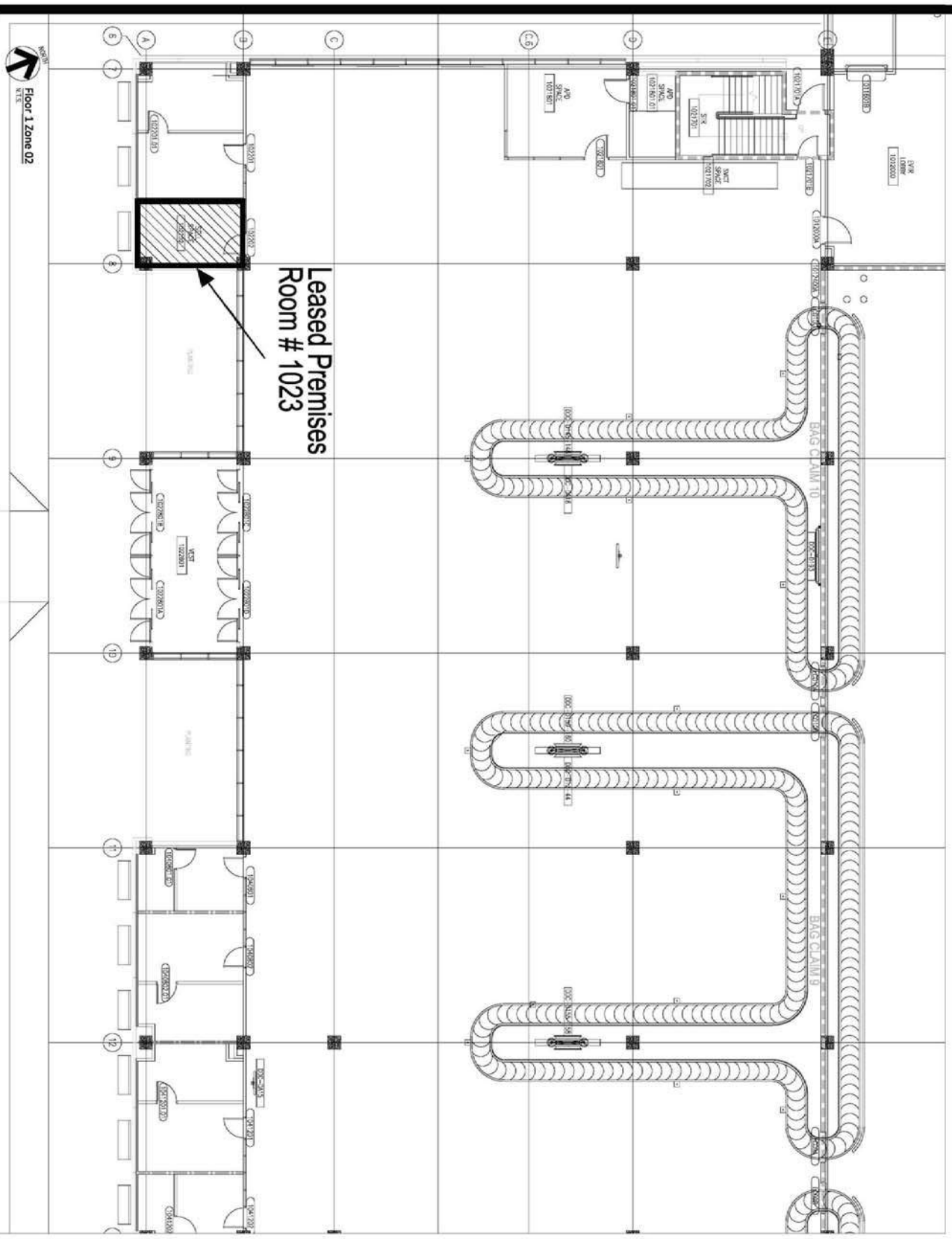
By: _____
Chair or Vice Chair,
Board of Port Commissioners

Date: _____

By: _____
Deputy Clerk

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

By: _____
Port Authority Attorney



North
 Floor 1 Zone 02
 1:10

Leased Premises
 Room # 1023



Midfield Terminal

Exhibit A

First Floor
 (Arrivals Level)

Baggage Service
 Office # 1023

Date: 11 - February - 2019



North
 KEY PLAN
 Floor 1 Zone 02
 1:10

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|---|--|
| <p>1. REQUESTED MOTION/PURPOSE: Request Board approve a "Ground Lease of Certain Non-Aviation Land at Page Field" with Moralez Real Estate LLC.</p> <p>2. FUNDING SOURCE: n/a</p> <p>3. TERM: Commences May 1, 2020, and continues until 20 years after the "Rent Commencement Date" (which will be no later than November 1, 2021); Lessee will have two (2) options to extend by five years each</p> <p>4. WHAT ACTION ACCOMPLISHES: Leases a parcel of non-aviation land at Page Field to Moralez Real Estate LLC, for construction and operation of a retail development and an auto-repair business.</p> | <p>5. CATEGORY: 6.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 2/18/2020</p> <p>7. BoPC MEETING DATE: 3/12/2020</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>Brian McGonagle</u></p> <p>DIV. <u>Administration</u></p> |
|---|---|

10. BACKGROUND:

Moralez Real Estate LLC ("Moralez") proposes to lease a parcel of land adjacent to the RaceTrac parcel at the northeast corner of U.S. 41 and North Airport Road at Page Field. The parcel is approximately 5.19 acres of unimproved land. The principals of Moralez operate "Lou's Total Car Care" in the nearby Sam's Plaza, and desire to construct a replacement facility for their current business, as well as extra retail space to sublease.

The initial term of the lease will commence May 1, 2020, and continue until twenty years after the Rent Commencement Date ("RCD"). The RCD will occur no later than November 1, 2021; thus the initial term will expire no later than October 31, 2041. Moralez will have two (2) options to extend for an additional five (5) years each. Beginning on the RCD ground rent will be \$7,538.10 per month. Ground rent is subject to CPI adjustments beginning March 1, 2023, and every three (3) years thereafter while the agreement is in force.

Moralez will have an eighteen (18) month "Feasibility Period" (beginning on the date of the lease) during which it may terminate the lease. Moralez will be required to construct, at a minimum, one building comprised of 10,000 square feet, along with associated parking and any site improvements required by the Lee County Land Development Code.

The development is expected to enhance the surrounding area, while assisting in diversifying the airport's revenue base by increasing its nonaeronautical revenue.

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING 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>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> |
|---|---|

Background (continued)

Attachments:

1. Contract Summary
2. Proposed ground lease

CONTRACT SUMMARY

- Agreement: Ground Lease of Certain Non-Aviation Land at Page Field
- Tenant: Moralez Real Estate LLC
1441 SE 13th Terrace
Cape Coral, Florida 33990
- Leased Premises: 5.19 acres at the northeast corner of U.S. 41 and North Airport Road located at Page Field
- Allowed Use(s): Retail development; automotive repair business
- Term of Lease: Initial term will begin May 1, 2020, and continue until 20 years after the “Rent Commencement Date” (which will be no later than November 1, 2021); Lessee has two (2) options to extend by five (5) years each
- Rent: Ground Rent, beginning on the Rent Commencement Date, of \$7,538.10. Ground rent is subject to CPI adjustments beginning March 1, 2023 and every three (3) years thereafter while the lease is in force
- Security/Perf. Guaranty: \$25,000.00 cash security deposit or letter of credit to be held by the Authority until a certificate of occupancy is issued for the minimum required improvements
- Insurance Requirements:
- Commercial General Liability: \$3 million
 - Business Automobile Liability: \$1 million
 - Property Insurance: Full Replacement Value
 - Workers’ Compensation: as required by Florida law
 - Employer’s Liability: \$100,000/\$100,000/\$100,000
 - Builder’s Risk Insurance: All-risk, in an amount equal to the contract price of the work
 - Environmental Impairment Liability: \$2 million per occurrence, and \$2 million annual
 - Prior to the installation of any above or underground storage tank:
 - o Storage Tank Liability: \$5 million per occurrence, and \$10 million annual
 - o Environmental Impairment Liability: \$5 million per occurrence, and \$10 million annual

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.

GROUND LEASE

OF CERTAIN NON-AVIATION LAND AT PAGE FIELD

THIS GROUND LEASE is made and entered into this _____ day of _____, 20____, by and between **LEE COUNTY PORT AUTHORITY**, a special district of the State of Florida with offices at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913 (herein referred to as "Authority") and **MORALEZ REAL ESTATE LLC**, a Florida limited liability company with its principal office at 1441 SE 13th Terrace, Cape Coral, Florida 33990 (herein referred to as "Lessee").

Background

The airport known as Page Field (the "Airport"), is owned by Lee County, a political subdivision of the State of Florida. Pursuant to Chapter 63-1541, Laws of Florida, and Lee County Ordinance 01-14, Lee County has vested the Authority with the power to operate the Airport, to lease premises and facilities on the Airport, and to grant related rights and privileges.

The parties have negotiated this lease agreement, whereby Authority leases to Lessee, and Lessee leases from Authority, a certain parcel of land at the Airport for Lessee's development, construction, and operation of commercial retail space.

The recitals as set forth above are true and correct and are incorporated into the terms of this lease agreement as if set out at length.

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

ARTICLE 1

DESCRIPTION OF LEASED PREMISES

Section 1.1 Leased premises. Subject to the terms, covenants, and conditions contained herein, the Authority does hereby demise and lease to Lessee a parcel of land (referred to herein as the "leased premises"), containing approximately 5.19 acres, north and east of the RaceTrac parcel at the northeast corner of U.S. 41 and North Airport Road located at Page Field, in the City of Fort Myers, in the County of

Lee, State of Florida, as generally depicted on the drawing attached hereto as Exhibit A, together with the nonexclusive right to use, in common with the Authority and others, any public roads, walkways, and other public areas on the Airport for access to and from the premises; but SUBJECT TO (a) any state of facts which an accurate survey or physical inspection thereof might show; (b) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (c) all covenants, conditions, easements, reservations and other matters and defects of record including, but not necessarily limited to:

- (A) an Access Easement granted to RaceTrac Petroleum, Inc. on March 3, 2016 and recorded in the Official Records of Lee County, Florida as instrument number 2016000098147;
- (B) a Drainage/Sewer Easement granted to RaceTrac Petroleum, Inc. on March 3, 2016 and recorded in the Official Records of Lee County, Florida as instrument number 2016000098147; and
- (C) a Utility Easement granted to Florida Power & Light Company on March 3, 2016 and recorded in the Official Records of Lee County, Florida as instrument number 2016000053574.

Section 1.2 Survey. The parties hereto recognize that Exhibit A shows only an approximate depiction of the boundaries of the leased premises. Accordingly, no later than six (6) months after the date of this lease, Lessee shall obtain at its own cost (and provide a copy to the Authority) a precise boundary survey and metes and bounds description of said parcel, in accordance with said Exhibit A and Section 1.1 above, prepared by a registered professional surveyor and mapper, and certified for the benefit of the Authority and Lessee. Authority shall have thirty (30) days from the date it receives the survey and metes and bounds description to determine whether they accurately reflect the boundaries of said parcel in accordance with this lease. Upon the Authority's written approval of same (or the passage of thirty (30) days without objection by the Authority) and the filing of the survey and metes and bounds description with the Clerk of Courts, Minutes Department, the survey and metes and bounds description shall be deemed incorporated by reference into this lease, and will be the controlling

interpretation of the boundaries of the leased premises.

ARTICLE 2

TERM

Section 2.1 Initial term. The "initial term" of this lease will commence on May 1, 2020, and, unless sooner terminated pursuant to the terms of this lease, will continue until the day immediately preceding the date which is twenty (20) years after the "Rent Commencement Date" defined in Section 4.2 below.

Section 2.2 Options to extend. Lessee shall have two (2) successive options to extend the term of this lease (provided that, at the time the option is exercised, the lease has not been terminated). Each of such options shall be for a period of five (5) years.

Each option may be exercised only if this lease is still in full force and effect and shall not have already expired or been terminated, and only if Lessee is not, on the date of exercise, then in default of this lease beyond any applicable cure period, and shall only be exercised, if at all, by giving the Authority written notice, in the manner set forth below, no earlier than three (3) years and no later than one (1) year prior to expiration of the term of the lease (as extended by any option or options already exercised), TIME BEING OF THE ESSENCE, of Lessee's intent to exercise the option.

It is the intention of the parties to avoid forfeiture of Lessee's rights to extend the term under the options above through its inadvertent failure to notify the Authority of its election to exercise such option. Accordingly, unless already exercised by Lessee (or waived by Lessee in writing to the Authority), each of Lessee's options to extend the lease term under this Section shall continue until the Authority has provided thirty (30) days advance written notice to Lessee of the expiration of its option rights, which notice may be given no earlier than nine (9) months before the then-current lease term expires. If Authority has not provided such notice to Lessee and Lessee fails to either exercise the option or waive it in writing to the Authority, then the option shall continue until Authority provides said thirty (30) day notice to Lessee and Lessee, within said

thirty (30) days, either:

- (a) exercises the option;
- (b) waives the option in writing to the Authority, in which case the option, and any further options, will terminate; or
- (c) fails to exercise the option, in which case the option will expire.

If Lessee fails to validly and timely exercise any option to extend the term of this lease, then all subsequent options to extend the term shall terminate. Nothing in this Section shall be construed to delay any scheduled adjustment to or increase in rent or other payments to Authority. Further, nothing in this Section shall be construed to extend this lease beyond the date it would otherwise expire assuming all options to extend had been exercised in a timely manner.

Section 2.3 Feasibility period; Lessee's option to terminate.

Notwithstanding any contrary provision contained herein, Lessee shall have the period up until and including the date that is eighteen (18) months after the date of this lease (the "Feasibility Period") to perform such studies, tests and examinations of the leased premises as Lessee may desire. In the event Lessee is not satisfied with the results thereof, Lessee may, at its option, terminate this Lease, without penalty, by giving written notice to Authority at any time prior to the expiration of the Feasibility Period. The Authority shall cooperate with Lessee with respect to such tests and examinations.

ARTICLE 3

USE OF LEASED PREMISES

Section 3.1 Use of premises. Lessee shall have the right and obligation to use the leased premises during the initial term of this lease for retail development and for an auto-repair business with attendant uses, (the "Development"). Lessee may use the leased premises for the Development or for any other lawful retail or office purpose except for:

- (a) convenience stores;
- (b) automobile fueling;

- (c) billboards or other outdoor advertising (excluding signage related to the identification of the project and the tenants on the leased premises which has been approved by Authority as provided in Section 5.10 below);
- (d) rental of parking spaces, or any other kind of commercial parking operations (except as may be included in subleases to tenants of the development and related to the tenants' occupancy of space in the development);
- (e) the presence, placement, or use, of "Mobile Minis" or any other trailers or modular units, whether for office, storage, or otherwise, after the completion of construction on the subject parcel; and
- (f) those uses described on Exhibit "B" (attached hereto).

Notwithstanding anything in this Article 3, Lessee's use of the leased premises shall be in compliance with Lee County's Comprehensive Plan and all applicable zoning and land use codes and other laws.

Section 3.2 Type and quality of development. The Development to be developed by Lessee will be a high quality, aesthetically attractive, first-class development. It is the mutual intention of the parties to provide for a high quality development on the leased premises and surrounding airport lands, to foster the aesthetic and fiscal value of the leased premises and improvements thereon, as well as surrounding airport lands, without restricting the Authority's ability to develop the Airport for aviation uses.

Section 3.3 Non-interference with Airport. Lessee agrees to refrain from and prevent any use of the leased premises or the Airport which would interfere with, disturb, or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard or a nuisance. Lessee shall make no unlawful, improper, or offensive use of the premises. Lessee shall not allow any construction, alterations or improvements to occur within the boundaries of the Runway Protection Zone of Runway 13/31.

ARTICLE 4

RENT

Section 4.1 Ground Rent. Lessee agrees to pay the Authority, monthly, commencing on the Rent Commencement Date (as defined below), and for and during the remainder of the term of this lease, due in advance on or before the first day of each calendar month, together with applicable sales tax, "Ground Rent," which will be initially be seven thousand five hundred thirty-eight dollars and ten cents (\$7,538.10) per month, and subsequently adjusted pursuant to Section 4.3 below.

Lessee will use reasonable efforts to obtain permits, complete its construction, and cause the Rent Commencement Date to occur as soon as practicable.

The Ground Rent for any partial calendar month will be prorated.

Section 4.2 Definition of Rent Commencement Date. The "Rent Commencement Date" as used in this lease means the earlier of:

- (a) the date a temporary or permanent certificate of occupancy is issued for any building constructed on the premises (other than temporary construction trailers); or
- (b) the date Lessee or any subtenant or invitee of Lessee commences using the leased premises (or any part) for any aspect of its business (other than construction of the improvements); or
- (c) November 1, 2021;

whichever occurs first, as determined by the Authority. For the purposes of this agreement, the Rent Commencement Date will be set and conclusively determined by the date set out in Authority's written notice to Lessee, unless Lessee can show that none of the above prerequisites to the Rent Commencement Date have occurred. Lessee will use due diligence and make good faith efforts to obtain permits, complete its construction, cause the Rent Commencement Date to occur, and open the facility for business, as soon as practicable, and, in any event, within the time limits set forth in Section 5.3 below.

Section 4.3 Rent adjustment every 3 years. Beginning on March 1, 2023,

and every three (3) years thereafter while the term of this lease is in force, the Ground Rent will be adjusted to reflect proportionate increases and decreases in CPI but will never be less than the rent or charge as stated in Section 4.2 above. The term CPI means the Consumer Price Index for All Urban Consumers, Southern Region, All Items (1982-84 = 100) published by the Bureau of Labor Statistics of the U.S. Department of Labor. If the CPI ceases to be published, any substitute or successor equivalent index published by any agency of the U.S. will be used.

Such adjusted rent or charge will be a product of the initial rent or charge multiplied by a fraction, the numerator of which is the comparison index and the denominator of which is the base index. The term "base index" means the CPI in effect for the calendar month of the Rent Commencement Date. The term "comparison index" means the CPI in effect for the second calendar month before the applicable adjustment date.

Section 4.4 Time and place of payment. The Ground Rent shall be paid to the Authority monthly in advance, on or before the first day of each calendar month. All payments must be paid, together with applicable sales tax, without demand, setoff, or deduction, to:

Base Operations at Page Field
5200 Captain Channing Page Drive
Fort Myers, Florida, 33907

or such other place as the Authority may direct in writing. Rents for any partial calendar month will be prorated.

Section 4.5 Interest. Any sums payable by Lessee to Authority that are not paid when due shall bear interest at the rate of eighteen percent (18%) per annum, or the maximum amount allowed by law, whichever is less, from the date that is five (5) calendar days after the same became due and payable (for rent), or, for amounts due other than rent, from the date that is five (5) business days from Authority's written notice or invoice to Lessee, until the date paid.

Section 4.6 Triple net. This is a so-called “triple net” lease. All costs, taxes, utilities, assessments, and insurance costs attributable solely to the leased premises shall be borne and paid by the Lessee.

ARTICLE 5

CONSTRUCTION OF FACILITIES; MINIMUM REQUIRED IMPROVEMENTS

Section 5.1 Premises is leased “as is.” Lessee agrees to accept the leased premises strictly in “as is” condition, and no representation has been made to Lessee concerning the suitability of the premises for Lessee's purposes.

Section 5.2 Lessee's construction of facilities; minimum required improvements; maximum permitted density. Lessee will, at Lessee's own cost and expense, perform all design, obtain all required permits, complete all site work, and construct, on the leased premises, the following “Minimum Required Improvements”:

- (1) a minimum of one (1) building comprised of 10,000 square feet with all buildings not to exceed a combined total of 60,000 square feet of floor area;
- (2) associated parking; and
- (3) all associated improvements required by the Lee County Land Development Code or any governmental entity, including, but not necessarily limited to, automobile parking, sidewalks, pedestrianways, lighting, utility lines, fire protection, stormwater detention, retention, and control systems, fencing, berms, landscaping, and roads and driveways for ingress, egress, and circulation.

Lessee may also make any other improvements, repairs, or alterations on the premises that may be reasonably necessary to utilize the premises for the allowed use.

All work, whether interior or exterior, ordinary or extraordinary, structural or non-structural, must be performed in a good and workmanlike manner, in full compliance with: (1) plans and specifications approved by the Authority; (2) the Authority's “Leasehold Development Standards and Procedures” adopted by the Authority on March 12, 2001, as may be amended or replaced from time to time (“Leasehold Development Standards”), except as may be expressly waived by the Authority; and (3)

all governmental laws, rules or regulations (including but not limited to the Americans with Disabilities Act).

Section 5.3 Time limit for completion and opening. Lessee will use diligent effort to pursue the intended development, obtain necessary governmental permits, and thereafter to commence and continue bona fide construction of the intended development on the leased premises.

Lessee and Authority recognize that time is of the essence of this agreement and that Lessee's failure to use diligent effort to pursue the intended development, obtain necessary governmental permits, and thereafter to commence and continue bona fide construction of the intended development on the leased premises will constitute a material breach of this lease and entitle the Authority to any remedies that are allowable under this lease or under law for Lessee's breach.

If at any time Authority believes that Lessee has failed to use diligent effort to pursue the intended development, obtain necessary governmental permits, and thereafter to commence and continue bona fide construction of the intended development on the leased premises, Authority shall give written notice to Lessee, of Authority's intention to terminate the lease within sixty (60) days unless Lessee can demonstrate that Lessee has made and continues to make diligent effort to pursue the intended development, obtain necessary governmental permits, and thereafter continue to commence and continue bona fide construction of the intended development on the leased premises, as applicable, failing which Authority may then terminate the lease.

Section 5.4 Lessee's financial ability to complete project. Lessee will bear the sole cost and expense of all improvements on the premises, including, without limitation, design, permitting, materials, construction, insurance, utilities, maintenance, and repair.

Section 5.5 Design approvals; construction bonds; insurance. Lessee will not commence any construction work (including but not limited to mobilization, earth

moving, initial construction, improvements, alterations, and repairs), until after it:

- (1) provides to the Authority any surveys required by Article 1 above;
- (2) submits to the Authority for the Authority's approval complete plans and specifications for the proposed work, utilizing the procedures set out in the Authority's "Leasehold Development Standards";
- (3) obtains and pays for all permits and approvals required, and pays any applicable impact fees or other development fees;
- (4) provides the Authority with the required performance guarantee as set forth in Article 8 below, and evidence of insurance of the types and in the amounts set forth in Article 13 below;
- (5) executes, delivers to the Authority, and records in the public records of Lee County, separate payment and performance bonds, which comply with the requirements of Florida Statutes section 255.05(1)(a) if determined to be applicable by the Port Authority Attorney's Office, and are reasonably satisfactory to the Authority, in at least the full amount of the contract price for completing the work; and
- (6) obtains from Authority written approval of the design plans and specifications and a written Notice to Proceed. The Authority reserves the right to require Lessee to resubmit designs and plans until acceptable to the Authority. The Authority may require architectural, landscaping, or other elements that exceed the minimum requirements of Lee County or the City of Fort Myers.

In recognition of the time for performance obligations contained herein, Authority agrees to respond to any submittals, requests, approvals, and the like submitted to Authority by Lessee in as timely a manner as reasonably practicable. In the event Authority fails to respond to any submittal, request, or approval requested by Lessee within thirty (30) days, such submittal, request, or approval shall be deemed approved. In the event any such submittal, request, or approval is denied, Authority shall state with sufficient detail the reasons for disapproval. Authority shall respond to any responsive resubmittal following a disapproval of Authority within twenty (20) days, if not sooner, failing which such resubmittal shall be deemed approved.

Section 5.6 Environmental mitigation; open space; native vegetation. If Lessee is required to create or preserve wetlands as "environmental mitigation," Lessee shall locate such required environmental mitigation off-airport, at Lessee's own

expense, and not on the leased premises or elsewhere on the Airport. All "open space" that is required by any development order allowing Lessee's development of, or construction on, the leased premises shall be provided by Lessee within the leased premises, including any required indigenous native vegetation and trees (as currently required by the AOPD and by Section 10-415(b) of the Land Development Code).

Section 5.7 As-built drawings. Within ninety (90) days of the completion of any construction work by Lessee, Lessee will supply the Authority with an external drive (without executable files) containing the digital as-built CAD drawings ("As-built" is defined as the revised set of drawings that reflect all changes made in the specifications and working drawings during the construction process, and show the exact dimensions, geometry, and location of all elements of the work completed under the contract) and one (1) set of reproducible 24" x 36" as-built drawings in PDF format. All submitted drawings must include and reference the latest Autodesk CAD version and latest revision of any/all applicable Lee County Port Authority CAD Drawing Standards and OI-8200 Facility Numbering Standards, should have a defined projected coordinate system in NAD 83 State Plane Florida West 0902, and signed and sealed by an architect or engineer licensed in Florida. If the Lessee fails to provide said as-built drawings within thirty (30) days after notice that same are overdue, the Authority may hire a registered architect or engineer to provide same and shall recover the cost of said work, plus a twenty percent (20%) overhead administrative fee, from the Lessee.

Section 5.8 Maintenance, repairs, and replacement. Lessee must keep the premises and any improvements thereon in a clean and orderly condition and good state of repair at all times. Lessee agrees to provide at its own expense such maintenance, custodial, trash removal, pest control, landscaping services, and cleaning services and supplies as may be necessary or required in the operation and maintenance of the leased premises.

In the event that Lessee, through its construction work or otherwise, damages or

destroys any improvement on the Airport, including but not limited to existing landscaping, grading, utilities, or pavement, Lessee must promptly repair such damage and restore, or, at the Authority's sole discretion, replace, the damaged improvement.

Section 5.9 Ownership of improvements; removal of tanks. The building or buildings, and any and all other improvements made by Lessee which have assumed the nature of realty, will be owned by the Lessee during the term of this lease, and will become the property of the Authority on termination or expiration of this lease, without compensation to Lessee, and free of all liens and claims.

Lessee will have the right to remove any furnishings, trade fixtures, equipment, and improvements that have not assumed the nature of realty, provided same is done prior to termination or expiration of this agreement, Lessee is not then in default hereunder beyond any applicable cure period, and Lessee repairs any damage caused by such removal. Any such property remaining after the termination or expiration of this agreement will immediately become the property of the Authority unless otherwise agreed by the Authority in writing.

Notwithstanding the above, upon the termination or expiration of this lease, Lessee shall, at Lessee's expense, if and as requested by the Authority:

- (1) remove any or all underground storage tanks specified by the Authority and restore the site; or
- (2) properly close any or all underground storage tanks specified by the Authority, in the manner provided by state or federal law.

Section 5.10 Advertising and signs. Lessee's use or installation or operation of signs shall be subject to the approval of the Authority in its reasonable discretion as to the number, size, height, location, color, and general type and design. Signs shall not be placed outside the boundaries of the leased premises.

Section 5.11 Stormwater retention/detention. As provided in the Authority's "Leasehold Development Standards," all required stormwater retention and detention facilities must be located within the perimeter of the leased premises, except that

Lessee may utilize an existing common-use stormwater retention system if the Authority is satisfied that there is one that serves the leasehold area and it has sufficient capacity (without enlargement) to accommodate the requirements of the leasehold. Any new stormwater detention or retention facilities must be designed in conformance with FAA Advisory Circular 150/5200-33A, "Hazardous Wildlife Attractants on or Near Airports."

Section 5.12 Access to and from premises. The Authority and Lessee agree that, if Lessee obtains such approvals as may be required by the Lee County Department of Transportation, the Florida Department of Transportation, the FAA, and any other governmental agencies having jurisdiction, then Lessee may use the following areas for ingress to and egress from the leased premises: (1) the entry and exit driveways between the adjoining Racetrac parcel and U.S. 41, to the extent allowed for in the lease between the Authority and Racetrac Petroleum, Inc. ("Racetrac"), dated November 12, 2014, as amended March 3, 2016 (the "Racetrac Lease"), copies of which have been provided to Lessee; and (2) the 50 foot wide area adjoining, and to the east of, the easterly boundary of Racetrac's leased premises, as defined in the Racetrac Lease.

ARTICLE 6

UTILITIES

Lessee must extend to the leased premises, and install therein, at its own expense, any required utilities not already in place (including but not limited to water, sewer, and electricity), in such quantities as to properly service the leased premises and be in compliance with building code requirements, and pay for any and all impact fees and connection fees. Lessee must pay for all utilities consumed or produced within the leased premises, including but not limited to water, sewer, electricity, gas, telephone, television, Internet access, trash removal, grease removal, and hazardous waste removal.

Authority will use reasonable efforts to cause any existing water and sanitary

sewer lines serving the leased premises and located on the Airport (but not within the boundaries of the leased premises) to be maintained and repaired as reasonably necessary. However, Authority will not be responsible or liable at any time for loss of life, injury, or damage to any person or property or business of Lessee or any subtenant or others claiming by, through, or under Lessee, caused by or resulting from any interruption of water, electricity, sanitary sewer, or any other utility service.

ARTICLE 7

ASSIGNMENT, SUBLEASING AND LEASEHOLD MORTGAGES

Section 7.1 Assignments. Neither Lessee, nor Lessee's successors or assigns, shall assign, this lease, in whole or in part, and any such attempted assignment shall be voidable by the Authority, unless Lessee first obtains written consent of the Authority's Board of Port Commissioners, which will not be unreasonably withheld. Any change in the controlling interest of Lessee, by transfer of capital stock, partnership interest, beneficial interest, or otherwise, will be deemed an assignment for purposes of this section.

If Lessee requests Authority's consent to an assignment, Lessee shall submit in writing to Authority, not less than ninety (90) days prior to the anticipated transfer:

- (a) the name, type of entity (e.g. corporation, LLC, partnership, individual), state of incorporation or organization, and address, of the proposed assignee or subtenant ("transferee");
- (b) a copy of the proposed agreement of assignment;
- (c) reasonably satisfactory information as to the nature and character of the business of the proposed transferee, as to the nature and character of its proposed use of the space;
- (d) banking, financial, or credit information relating to the proposed transferee reasonably sufficient to enable Authority to reasonably determine the financial responsibility and character of the proposed transferee.

Section 7.2 Subleases. Neither Lessee, nor Lessee's successors or assigns, shall sublease all or any part of the premises, or permit the premises or any portion thereof to be used or occupied by others, and any such attempted sublease shall be

voidable by the Authority, unless Lessee first obtain written consent of the Authority's Board of Port Commissioners, which will not be unreasonably withheld. Prior to obtaining Authority's consent to any proposed sublease, Lessee shall provide Authority with a copy of any proposed sublease and said sublease shall provide that:

- (1) it is subject and subordinate to the terms and conditions of this ground lease;
- (2) in the event the ground lease terminates, the subtenant shall, only at the option and request of the Authority, attorn to Authority and recognize Authority as the subtenant's direct landlord, and the subtenant shall execute and deliver, upon request, any instrument necessary to evidence such attornment;
- (3) the term (including option and renewal terms) of the sublease ends before the term of this ground lease (including all optional extensions already exercised by Lessee, but not including any options to extend which at the time remain unexercised by Lessee); and
- (4) if the sublease is for a term in excess of ten (10) years, rents are subject to commercially reasonable escalations.

Notwithstanding the above, Lessee will remain liable for the full performance of this lease regardless of any assignment, sublease, or license, with or without consent of Authority, unless Authority expressly releases Lessee from such liability in writing.

Section 7.3 Leasehold mortgages. The Authority will consent to a proposed mortgage of Lessee's interests in this lease (a leasehold mortgage) provided, however, that:

- (1) Such a mortgage may be granted only to a bona fide "Lending Institution."
- (2) Neither the Authority's nor Lee County's interests in this lease or the fee title to the leased premises shall be subordinate to any leasehold mortgage or pledge of Lessee's interests in this lease.
- (3) Lessee first makes a payment of \$1,000.00 to the Authority to compensate the Authority for the administrative expenses in reviewing and handling the proposed leasehold mortgage, and reimburses the Authority for actual fees incurred for any outside legal counsel or financial advisors needed to review the proposed transaction.
- (4) The leasehold mortgage shall not be binding upon Authority in the enforcement of its rights and remedies herein and by law provided, unless and until an executed counterpart thereof or a copy thereof certified by the

recording officer shall have been delivered to Authority, notwithstanding any other form of notice, actual or constructive.

- (5) The leasehold mortgage shall be specifically subject and subordinate to the rights of Lee County Port Authority and Lee County under the lease agreement between Authority and Lessee.
- (6) The mortgage shall provide that in the event of a foreclosure of such mortgage or of any other action or proceeding for the enforcement thereof or of any sale thereunder, if the sublessee under any existing or future sublease shall not then be in default in the payment of rent for which a proceeding is then pending brought by such sublessee's lessor, then, any provision in such sublease to the contrary notwithstanding, such sublease will not be barred, terminated, cut off, or foreclosed, nor will said sublessee be named a defendant in such foreclosure action or proceeding, nor will the rights and possession of said sublessee thereunder be disturbed.
- (7) The mortgagee shall agree to give notice to the Authority in writing by certified mail of the occurrence of any event of default under the loan.
- (8) The mortgagee shall agree to give notice to the Authority in writing by certified mail of any default prior to initiating any foreclosure action. If any payment of principal or interest required to be made under the provisions of the promissory note(s) and mortgage is not made or any covenant of the mortgage is not performed, thereby constituting a default under the terms of the mortgage, the Lessor may, at its option, cure said default in accordance with the terms of this lease.
- (9) The Authority will, in writing by certified mail, give notice to the mortgagee of the occurrence of any default under the lease.
- (10) The Authority will, by certified mail, give the mortgagee at least 15 days written notice of any default prior to Authority initiating any lease termination. If any payment of principal or interest is required to be made under the provisions of this lease and is not made or any covenant of this lease is not performed, thereby constituting a default by Lessee under the terms of the lease, the mortgagee may, at its option, cure said default.
- (11) In the event this lease is terminated, the leasehold mortgage shall not prevent the merger of the leasehold and fee estates in Lee County or the Lee County Port Authority, as the case may be.
- (12) The mortgage will not contain a future advance provision unless the proceeds of such future advances are use solely for construction of new or expanded buildings on the leased premises.
- (13) The mortgagee agrees to be bound by the terms and conditions of the lease in exercising its remedies under the mortgage and shall be bound by the assignment restrictions provided in this lease.
- (14) Any transfer of the leasehold interest from the lender to a third party shall be prohibited unless made to a capable operator as reasonably

determined by Authority applying its own best judgment for the Airport, and approved by the Authority in advance.

- (15) Any amendment to the leasehold mortgage will be subject to review and approval of the Authority and shall have no force or effect against Authority's and Lee County's interest in the premises until that consent is obtained.

The term "**Lending Institution**" as used herein shall mean a savings bank, bank, trust or insurance company, savings and loan association, college, university, pension fund, employees' profit-sharing trust, commercial credit corporation, investment banking company, or any other monetary or lending institution primarily engaged in the making of first mortgage loans, provided such entity has assets totaling not less than \$100 million.

The term "**leasehold mortgage**" as used herein shall include a mortgage, deed of trust, deed to secure debt, or other security instrument by which Lessee's leasehold estate is mortgaged, assigned, pledged, or otherwise transferred, to secure a debt or other obligation, including, without limitation, obligations to reimburse the issuer of a letter of credit. The term "**leasehold mortgagee**" as used herein shall refer to a holder of a leasehold mortgage in respect to which notice as hereinafter provided for has been given.

Any leasehold mortgage shall be specifically subject and subordinate to the rights of Authority and Lee County hereunder.

Any mortgage on this lease or the interest of Lessee hereunder without full compliance with any and all requirements hereunder shall be invalid and of no effect against Authority.

ARTICLE 8

GUARANTEE OF PERFORMANCE AND PAYMENT

Within thirty (30) days of the date of this lease agreement, Lessee must deliver to the Authority an irrevocable letter of credit, in the amount of twenty-five thousand dollars (\$25,000.00), to serve as security for the full and faithful performance by Lessee

of all terms, covenants, and conditions of this agreement including the rentals, fees and charges to be paid. The letter of credit shall be issued by an American bank or trust company, shall permit partial drawings, shall automatically renew each year unless at least sixty (60) days advance written notice of the issuer's election not to renew is provided to the Authority, and shall be otherwise satisfactory to the Authority in form and content. If the letter of credit is not to be renewed, Lessee shall deliver a replacement letter of credit to the Authority at least twenty (20) days before expiration of the current letter of credit; Lessee's failure to do so will constitute a breach of this agreement and will entitle Authority to present the existing letter of credit for payment and draw on same in addition to all other remedies available under this contract or at law.

If the letter of credit is drawn upon, Lessee will replenish or replace same so as to always maintain the full amount required under this Article available for Authority's protection. The Authority may, at its sole discretion, periodically require Lessee to increase or decrease the amount of the letter of credit posted under this Article at any time upon sixty (60) days written notice, based on Authority's assessment of loss exposure to the Authority and Lessee's performance of its obligations under this lease. The letter of credit will be returned to Lessee upon the earlier termination or expiration of this lease agreement, or the substantial completion or issuance of a certificate of occupancy for the Minimum Required Improvements. At the Authority's option, it may accept a cash security deposit in lieu of the letter of credit.

Once a certificate of occupancy for the building element of the Minimum Required Improvements has been issued, and provided the Lessee has fully and timely paid any rents (and applicable sales tax) payable to date, and is not then in default of any obligations under this lease, the Authority will release and return the security deposit or letter of credit posted under this Article.

ARTICLE 9

LESSEE'S STANDARDS OF OPERATION

Section 9.1 General. Lessee will make every reasonable effort, in good faith and using due diligence, to obtain all required permits and approvals, and to complete all construction, obtain certificates of occupancy, and obtain occupants for all buildings, as promptly as possible (taking into consideration the pre-leasing requirements of Lessee's Lending Institution). Lessee will maintain and operate all improvements.

Section 9.2 Premises. Lessee's premises will be maintained in a first class manner with regard to safety and cleanliness. Lessee will not create a nuisance or allow a nuisance on the leased premises. Lessee will, at its sole expense, keep the premises clean and free from garbage, rubbish, refuse, dust, dirt, insects, rodents, and vermin. Lessee will store and properly dispose of any hazardous materials in accordance with all applicable laws.

ARTICLE 10

RIGHT OF ENTRY

Authority's agents or employees will have the right to enter the leased premises to:

- (a) view and inspect the premises, or make repairs, at any time during Lessee's regular business hours with at least twenty-four (24) hours advance notice;
- (b) view and inspect the premises, or make repairs, at anytime in the event of an emergency, unless Lessee is already making repairs;
- (c) show the premises to prospective tenants, during Lessee's regular business hours with at least twenty-four (24) hours advance notice, if Lessee is in default beyond any applicable cure period, or if there is less than one (1) year remaining on the term of the lease and Lessee has not exercised any remaining renewal option; and
- (d) perform any and all things which Lessee is obligated to and has failed to do after thirty (30) days written notice to act, including maintenance, repairs, and replacements to the premises, unless Lessee already is making a reasonable effort to effectuate corrective measures. The cost of all labor, materials, and overhead charges required for performance of such work will be promptly paid by Lessee to Authority.

ARTICLE 11

COMPLIANCE WITH LAWS

Lessee (including its officers, agents, servants, employees, contractors, suboperators, and any other person over which Lessee has the right to control) shall comply at all times with all present and future laws, including the Airport Rules and Regulations Ordinance (Lee Co. Ord. 94-09) as amended, and as may be further amended or superseded, and all other statutes, ordinances, orders, directives, rules, and regulations, of the federal, state, and local governments, including the Authority, the Transportation Security Administration ("TSA") and the Federal Aviation Administration ("FAA"), which may be applicable to its operations at the Airport.

ARTICLE 12

RELEASE, INDEMNITY, AND HOLD HARMLESS

Notwithstanding any minimum insurance requirements prescribed elsewhere in this contract, Lessee agrees to release, defend, indemnify, and hold harmless Authority and Lee County (and their respective Commissioners, officers, agents, and employees) from:

- (1) any and all injury, loss, or damage, of any nature whatsoever, to any person or property in connection with the use of the leased premises by Lessee, its subtenants, employees, agents, contractors, and invitees, except to the extent caused by intentional wrongful actions or gross negligence of the Authority and/or Lee County (and/or their respective Commissioners, officers, agents, and employees);
- (2) any and all injury, loss, or damage, of any nature whatsoever, to any person or property (including but not necessarily limited to contamination to the environment) in connection with the installation, maintenance, repairs, and removal of any USTs or other tanks; and
- (3) any and all fines or penalties imposed on the Authority or Lee County by any governmental agency (including but not limited to the Federal Aviation Administration and the Transportation Security Administration) as a result of the failure of Lessee or its agents, employees, or contractors, to abide by or comply with any statute, ordinance, rule, regulation, or other requirement (including but not limited to environmental damage or breaches of the Airport's security).

Lessee agrees to release the Authority from any injury, loss, or damage, caused by criminal acts of third parties. Lessee agrees that the Authority is not responsible or liable for any acts, errors, or omissions of the TSA, FAA, or any other governmental agency.

ARTICLE 13

INSURANCE

Lessee must procure and maintain, at its own expense, for the protection of the Authority and Lessee, in form satisfactory to the Authority, with one (1) or more insurers qualified to do business in Florida and having a Best's Rating of at least "A" and a financial size rating of at least "XII" as rated in the most recent edition of "Best's Key Rating Guide" for insurance companies:

- (1) prior to issuance of a Notice to Proceed by the Authority for any improvements to the leased premises, and prior to commencement of any construction, and for the remainder of the lease term (including any extensions or renewals thereof) commercial general liability insurance (including premises, products and completed operations and contractual liability) with a minimum combined single limit of \$3,000,000.00.
- (2) during the lease term (including any extensions or renewals thereof) business automobile liability insurance (if the Lessee is to operate any vehicles on the premises) covering all owned, hired, and non-owned autos operated on the Airport with a minimum combined single limit of \$1,000,000.00.
- (3) no later than issuance of a certificate of occupancy (temporary or permanent), and for the remainder of the lease term (including any extensions or renewals thereof), property insurance for all risks of physical loss or damage to the premises and improvements including loss or damage by fire, windstorm, and other such causes commonly referred to as "extended coverages." Coverages must be maintained in an amount sufficient to prevent either Lessee or Authority from being a co-insurer on any part of the risk, and such amount must be not less than the full replacement value.
- (4) no later than issuance of a certificate of occupancy (temporary or permanent), and for the remainder of the lease term (including any extensions or renewals thereof) workers' compensation insurance as required by Florida law as well as employer's liability insurance, in the

minimum amounts of \$100,000 / \$100,000 / \$100,000.

- (5) prior to issuance of a Notice to Proceed by the Authority for any improvements to the leased premises, and prior to commencement of any construction, builder's risk insurance in an amount covering the contract price for all work to be performed by Lessee (including construction of the facility), on an "all risk" form.
- (6) prior to the installation of any above or underground storage tanks, and for the remainder of the lease term (including any extensions or renewals thereof): (i) storage tank liability insurance covering such tank(s), with a single limit of at least \$5,000,000.00, subject to a deductible not to exceed \$100,000.00 per claim, with a \$10,000,000.00 annual overall policy limit; and (ii) environmental impairment liability insurance, with a single limit of at least \$5,000,000.00, subject to a deductible not to exceed \$100,000.00 per claim, with a \$10,000,000.00 annual overall policy limit.
- (7) no later than issuance of a certificate of occupancy (temporary or permanent), and for the remainder of the lease term (including any extensions or renewals thereof), environmental impairment liability insurance, with a single limit of at least \$2,000,000.00, subject to a deductible not to exceed \$50,000.00 per claim, with a \$2,000,000.00 annual overall policy limit.

The Lessee's insurance policies will be primary and noncontributory, and include a waiver of subrogation in favor of the Authority. The Authority must be named as additional insured in all policies of insurance except Lessee's workers' compensation insurance and builder's risk insurance. Certificates of all policies evidencing the insurance required, including renewal policies, must be delivered to the Authority. Certificates evidencing the existence of the required policies shall initially be delivered to the Authority prior to issuance of a Work Permit or Notice to Proceed by the Authority, and prior to Lessee's commencement of any construction or occupation or use of the premises, and within ten (10) days of any policy renewals or replacements. Copies of required policies shall be provided to the Authority upon request. Each such policy or certificate shall contain a valid endorsement that such insurance will not be canceled or materially changed or altered without first giving advance written notice to the Lee County Port Authority.

After the first five (5) years of the lease term, the Authority may from time to time increase any of the required coverage limits provided above to reflect increases in CPI

(as defined in Section 4.3 above).

The coverages provided for herein shall be subject to commercially reasonable deductible amounts, but in any event, for the property insurance required under item (3) above, the deductible shall not exceed 3% of the full replacement value of the buildings unless otherwise consented to by the Authority.

ARTICLE 14

DEFAULT BY LESSEE

Section 14.1 Default. Lessee will be deemed in default of this lease if:

- (1) Lessee fails to pay rent or make any other payment required hereunder within ten (10) days after payment is due;
- (2) Lessee neglects or fails to perform and observe any promise, covenant, or condition set forth in this agreement after receipt of written notice of breach from the Authority;
- (3) Lessee abandons, deserts, vacates, or discontinues its operation of the business herein authorized for more than thirty (30) days without prior written consent of Authority; or
- (4) Lessee fails to provide Authority with the security deposit as required by Article 8 above.

Section 14.2 No waiver. No default will be deemed waived by either party, whether or not such party has knowledge of the default or accepts rent or other payments, unless the waiver is expressed in writing and signed by the party against whom the waiver is sought to be enforced.

Section 14.3 Authority's remedies. In the event of default by Lessee, in addition to all other remedies provided herein or now or hereafter provided by law, Authority will have the right to terminate this lease, by giving at least thirty (30) days written notice to Lessee, if: (1) Lessee is in default of this lease as set forth in Section 14.1 above; and (2) either:

- (a) such default is not cured to the Authority's reasonable satisfaction within said thirty (30) days after the Authority gives Lessee notice of the default; or

- (b) if such default does not relate to the payment of rent or money, and is not curable within said thirty (30) days, Lessee either: (1) fails to demonstrate to the Authority, within said thirty (30) days of receiving notice from the Authority of the default, that Lessee has commenced curing the default; or (2) fails to diligently pursue the cure of such default to completion.

Section 14.4 Default by Authority. Upon any default of this Lease by Authority, Lessee may seek actual monetary damages or any injunctive relief to which it is entitled. Authority and Lessee acknowledge that it is impossible to measure in money the damages which would accrue to Lessee by reason of the Authority's failure to perform its obligations under this Lease. Accordingly, Lessee may also enforce this Lease and Authority's obligations hereunder in an action seeking specific performance.

ARTICLE 15

CASUALTY

Section 15.1 Notice to Authority. If the premises, or any improvement thereon, is damaged or destroyed by fire, hurricane, tornado, or any other casualty, Lessee shall promptly give written notice to Authority of the date and nature of such damage.

Section 15.2 Damage due to insurable cause within initial term, or minor damage. If any improvements on the leased premises are damaged and:

- (A) such damage: (1) occurs by fire, hurricane, tornado, or other casualty of the type which Lessee is required to provide coverage for, or which is covered by any insurance policy carried by Lessee; and (2) occurs within the initial term (as set forth in Section 2.1 above); or
- (B) any building or buildings are damaged so as to collectively require, for Restoration, an estimated expenditure of not more than ten percent (10%) of the full insurable value of all buildings on the premises immediately prior to the casualty (as determined by an "Independent Architect" as defined below);

then:

- (1) Lessee shall, at its own cost and expense, promptly repair, replace, and rebuild it, at least to the extent of the value and as nearly as practicable to the character of the premises and improvements existing immediately

prior to the occurrence of such damage (the "Restoration");

- (2) Lessee's Restoration shall be made in accordance with the procedures set forth above for Lessee's initial construction (including but not limited to the Authority's review and approval of plans); and
- (3) In the event of a casualty resulting in a loss payment for the improvements in an amount greater than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) as adjusted by the change in the CPI Index from the commencement date of the lease through the date of the casualty, the proceeds of all insurance policies maintained by Lessee attributable to the replacement of the improvements, but not Lessee's personal property, shall be deposited in Authority's and Lessee's joint names in an escrow account at a bank or other financial institution designated by Authority, or deposited in accordance with the requirements of the holder of any then existing leasehold mortgage allowed per this lease, if applicable, and shall be used by Lessee for the repair, reconstruction, or restoration of the improvements. Such proceeds shall be disbursed periodically upon certification of the architect or engineer having supervision of the work that such amounts are the amounts paid or payable for the repair, reconstruction, or restoration. Lessee shall obtain, and make available for Authority receipted bills and, upon completion of said work, full and final waivers of lien. In the event of a casualty resulting in a loss payment for the improvements in an amount equal to or less than the amount stated above, the proceeds shall be paid to Lessee, and shall be applied towards repair, reconstruction, and restoration. In the event the insurance company monitors the repair, reconstruction, or restoration of the improvements, the parties acknowledge that the proceeds may not be disbursed in advance of invoices from contractors and therefore not paid in advance in order to escrow the proceeds. In the event the proceeds are not escrowed in advance of payments due for the repair, reconstruction, or restoration of the improvements, the proceeds shall, subject to requirements of the holder of the leasehold mortgage, be jointly payable to Authority and Lessee. If the insurance proceeds are insufficient to pay the cost of Restoration, Lessee must pay the shortfall. If the proceeds exceed the cost of Restoration, Lessee will be entitled to the surplus, unless Lessee is in default under this lease. In the latter event, the surplus must be applied to the default; the remainder, if any, will be paid to Lessee.

An "**Independent Architect**" shall mean an architect or engineer that is licensed to practice in the State of Florida, who has experience in estimating cost of construction and repair, and who is selected by agreement between Authority and Lessee; however, if the parties do not agree and Lessee rejects or does not approve, within thirty (30) days of Authority's written proposal, any two (2) independent licensed architects or engineers, then the "Independent Architect" may be selected unilaterally by the Authority (but shall not be one (1) of the two (2) originally proposed by Authority, if such

architect(s) or engineer(s) were expressly rejected by Lessee in writing within said thirty (30) day time period). In any event, the fee charged by the "Independent Architect" shall be split equally between Authority and Lessee.

If the construction work on the Restoration has:

- (1) not commenced by the later of:
 - (a) twelve (12) months after the insurance settlement; or
 - (b) twenty-four (24) months after the casualty; or
- (2) has commenced but bona fide work is not actively continuing;

Authority shall give written notice to Lessee, of Authority's intention to terminate the lease within sixty (60) days, unless Lessee can demonstrate that Lessee has made and continues to make diligent effort to commence or continue bona fide construction work, failing which this lease shall terminate at the end of said sixty (60) day period, and any and all remaining insurance proceeds (whether held by the Authority, the leasehold mortgagee, or otherwise) shall be applied, first, to completing the required Restoration, and second, to paying off the leasehold mortgage (but only to the extent the leasehold mortgage secures amounts actually spent by the Lessee on improvements to the leased premises, plus interest), and third, to the Authority.

Section 15.3 Major damage due to uninsurable cause or near end of lease

term. If any building or buildings are damaged and:

- (A) such damage: (1) occurs by a cause, such as war or nuclear attack, not of the type which Lessee is required to provide coverage for, and which is not covered by any insurance policy carried by Lessee; or (2) the damage occurs after the end of the initial term (as set forth in Section 2.1 above); and
- (B) the building or buildings are damaged so as to collectively require, for Restoration, an estimated expenditure of more than ten percent (10%) of the full insurable value of all buildings on the premises immediately prior to the casualty (as determined by an "Independent Architect" as defined above);

then Lessee shall have the option to elect to terminate this lease by providing written notice to Authority, in the manner provided herein, within six (6) months of the date of

said casualty.

If Lessee does not so exercise this option to terminate, then: (1) Lessee shall, at its own cost and expense, promptly repair, replace, and rebuild it, at least to the extent of the value and as nearly as practicable to the character of the premises and improvements existing immediately prior to the occurrence of such damage; (2) Lessee's Restoration shall be made in accordance with the procedures set forth above for Lessee's initial construction (including but not limited to the Authority's review and approval of plans); and (3) any and all insurance proceeds attributable to the replacement of the improvements, but not Lessee's personal property, shall be deposited in Authority's and Lessee's joint names in an escrow account at a bank or other financial institution designated by Authority (or, if required by a leasehold mortgage approved pursuant to Article 7 above, to the leasehold mortgagee) to be used by Lessee for the repair, reconstruction, or restoration of the improvements. Such proceeds shall be disbursed periodically upon certification of the architect or engineer having supervision of the work that such amounts are the amounts paid or payable for the repair, reconstruction, or restoration. Lessee shall obtain, and make available to Authority, receipted bills, and upon completion of said work, full and final waivers of lien. In the event the insurance company monitors the repair, reconstruction, or restoration of the improvements, the parties acknowledge that the proceeds may not be disbursed in advance of invoices from contractors and therefore not paid in advance in order to escrow the proceeds. In the event the proceeds are not escrowed in advance of payments due for the repair, reconstruction, or restoration of the improvements, the proceeds shall be jointly payable to Authority and Lessee. If the insurance proceeds are insufficient to pay the cost of Restoration, Lessee must pay the shortfall. If the proceeds exceed the cost of Restoration, Lessee will be entitled to the surplus, unless Lessee is in default under this lease. In the latter event, the surplus must be applied to the default; the remainder, if any, will be paid to Lessee.

If Lessee does so elect to terminate the lease, then any and all insurance proceeds received and receivable as a result of on account of casualty damage shall be payable, first, to paying off the leasehold mortgage (but only to the extent the leasehold mortgage secures amounts actually spent by the Lessee on improvements to the leased premises, plus interest), and second, split between the Authority and Lessee on a pro rata basis, with the Lessee's percentage share being equal to the time that was (but for the termination) remaining on the initial term of this lease (as extended by any options already exercised prior to the date of the casualty) as of the date of the casualty, divided by the time between the Rent Commencement Date and the end of the initial term of this lease as extended by any options already exercised prior to the date of the casualty, and the Authority's percentage being the remaining share. (For the purposes of this paragraph, the "term of this lease" refers to the term applicable to the land under the damaged building or buildings.)

Section 15.4 Abatement of rents and other payments. If Lessee's business is stopped due to casualty to the building, Lessee's obligation to pay rent and any other applicable fees or charges will abate from the date of said cessation of business, until the date a certificate of occupancy for completion of Lessee's repairs is issued, or until Lessee reopens the premises for business (whichever occurs first), but in any event not to exceed a period of one (1) year. Notwithstanding the preceding sentence, in the event Lessee terminates this lease pursuant to Section 15.3 above, Lessee will pay the Authority all rents and fees which accrue, prorated as of the date Lessee has so terminated and surrendered the premises to the Authority.

ARTICLE 16

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, including but not necessarily limited to ad valorem tax on the value of improvements to the premises and Lee County solid waste assessments, which are now or may hereafter be levied upon the premises, the fee interest in the premises, the Lessee's leasehold interest in the premises, or upon Lessee, or upon the buildings, improvements, or business conducted on the premises, or upon any of Lessee's property used in connection therewith.

ARTICLE 17

COMPLIANCE WITH ENVIRONMENTAL LAWS

Section 17.1 Covenants and Indemnity. As a material inducement to Authority to lease the premises to Lessee, Lessee covenants and warrants that Lessee and Lessee's use of the premises will at all times comply with and conform to all Environmental Laws. Lessee agrees not to cause a Release of any Hazardous Substance, or otherwise violate any Environmental Law with respect to the premises, and will release, hold harmless, and indemnify Authority for any and all claims, demands, damages, actions, causes of action, and suits, whether at law or in equity, of any nature whatsoever, for any third party claims with respect to Lessee's breach of the covenants in this Article 17.

Section 17.2 Remediation. If it is determined by the EPA, FDEP, or other governmental entity having jurisdiction, that environmental investigation, sampling, testing, monitoring (via monitoring wells, or otherwise), abatement, cleanup, removal or treatment of contaminated soils or groundwater, or closure or removal of underground tanks or other facilities, or some combination thereof (herein collectively referred to as "Remediation"), is required due to contamination or potential contamination arising out of, or related to, the use or occupancy of the leased premises by Lessee or its employees, agents, subtenants, or contractors, then:

- A) Lessee will perform such required Remediation at Lessee's sole cost and expense;

- B) Such Remediation shall not include imposition of new zoning, building, deed, or other restrictions on the leased premises, unless consented to in writing by the Authority, and the Authority shall be under no obligation to consent to such restrictions; and
- C) Such Remediation shall be completed to the satisfaction of the EPA, FDEP, and all other governmental entities having jurisdiction.

Section 17.3 Definitions. "Environmental Law" shall include any and all federal, state, and local statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements, or other governmental restrictions relating to the environment or to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals, or industrial, toxic, or hazardous substances, materials or wastes into the environment including, without limitation, ambient air, surface water, ground water, or land, or otherwise relating to the Handling (as hereinafter defined) of pollutants, contaminants, chemicals, or industrial, toxic, or hazardous substances or wastes.

"Handling" shall include use, treatment, storage, manufacture, processing, distribution, transport, placement, handling, discharge, generation, production, or disposal.

"Release" shall mean and refer to any spilling, leaking, pumping, pouring, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment, including the abandonment or discarding of barrels, drums, containers, tanks, or other receptacles containing or previously containing any Hazardous Substance.

ARTICLE 18

STORM WATER COMPLIANCE

Lessee acknowledges that the Airport's storm water discharge permit is incorporated by reference into this agreement. Lessee covenants that its use of the premises will not cause any violation of said permit. Further, Lessee agrees to

participate in any Authority-organized task force or other work group established to coordinate storm water activities at the Airport.

ARTICLE 19

WASTE; SURRENDER OF POSSESSION

Lessee will not commit or permit waste of the premises and must quit and voluntarily deliver up possession of the leased premises at the end of the term in as good condition as at the beginning of this lease, and all fixed improvements in as good condition as when installed or constructed, excepting only ordinary wear and tear. Lessee shall have no obligation to remove any of the fixed improvements.

ARTICLE 20

GENERAL PROVISIONS

Section 20.1 Notices. Notice to Authority will be sufficient if sent by registered or certified mail, postage prepaid, or by a nationally recognized overnight delivery service (e.g. Federal Express, UPS, Airborne Express, or DHL), 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:

1441 SE 13th Terrace
Cape Coral, Florida 33990

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 20.2 Captions. The captions within this agreement are inserted for convenience only, and are not intended to define, limit, or describe the scope or intent of any provisions, and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Section 20.3 Incorporation of exhibits. All exhibits referred to in this agreement are intended to be and hereby are specifically made a part of this

agreement.

Section 20.4 Time. Time is of the essence in the performance of this agreement.

Section 20.5 Governing law; forum selection and venue. This agreement shall become valid when approved by the Authority's Board of Port Commissioners 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. In the event of a dispute between the parties, all actions or proceedings will be brought and litigated exclusively in the federal or state courts located in Lee County, Florida.

Section 20.6 Waiver of right to jury trial. The parties agree to waive trial by jury in any action between them arising out of or in any way connected with this contract or Lessee's use or occupation of the premises.

Section 20.7 Attorneys' fees. Should any action or proceeding be commenced to enforce any of the provisions of this agreement or in connection with its meaning, the prevailing party in such action shall be awarded, in addition to any other relief it may obtain, its reasonable costs and expenses, not limited to taxable costs, and reasonable attorneys' fees, including appellate costs and fees.

Section 20.8 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 20.9 Administration of lease. Whenever in this agreement, Lessee is required or permitted to obtain the approval of, consult with, give notice to, receive notice from, or otherwise deal with Authority, Lessee shall deal with Authority's authorized representative; and unless and until Authority gives Lessee written notice to the contrary, Authority's authorized representative shall be the Authority's Executive Director.

Section 20.10 Airport development. Authority reserves the right to further develop, change, or improve the airport and its routes and landing areas as Authority sees fit, without Lessee's interference or hindrance and regardless of Lessee's views and desires.

Section 20.11 Lessee's use and construction to conform with Federal Aviation Regulations. Lessee agrees to conform to all applicable Federal Aviation Regulations in any operation or construction on the premises. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations (which may be amended or replaced by other regulations from time to time) before constructing any improvements or modifying or altering any structure on the premises.

Section 20.12 Lessee's noninterference with aircraft. Lessee and its successors, assigns, and sublessees will not use the premises or any part of the Airport in any manner, or act in any manner, that might interfere with any aircraft landing, taxiing, or taking off from the Airport or otherwise create a hazard. If this covenant is breached in any way, Authority reserves the right to enter the premises and abate or eliminate the interference at the expense of Lessee.

Section 20.13 Covenant of quiet enjoyment. Authority covenants that Lessee, on paying the rent and all sums provided for in this Agreement and on keeping, observing, and performing all the other terms, covenants, conditions, provisions, and agreements herein contained on the part of Lessee to be kept, observed, and performed, shall, during the term, peaceably and quietly have, hold, and enjoy the leased premises subject to the terms, covenants, conditions, provisions, and agreements hereof without interference by any persons lawfully claiming by or through Authority.

ARTICLE 21

FAA CLAUSES

Section 21.1 Incorporation of required provisions. The parties incorporate

herein by this reference all provisions lawfully required to be contained herein by the Federal Aviation Administration or any other governmental body or agency. In the event that the FAA or any successor requires modifications or changes in this agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, Lessee agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this agreement as may be reasonably required, provided however that if such changes are required of Lessee, and would materially interfere with Lessee's use and enjoyment of the Premises, then Lessee will have the right to terminate this Lease upon advance written notice to Authority, and to pursue an inverse condemnation action against the entity requiring such changes.

Section 21.2 Nondiscrimination. This agreement is (or may be) subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. Lessee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

The Lessee agrees to include the above statements in any subsequent concession agreement, sublease, or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

The Lessee, for itself, successors, and assigns, as part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to

discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

In the event of breach of any of the above nondiscrimination covenants, the Authority shall have the right to terminate the lease and re-enter as if said lease had never been made or issued; but this provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

Section 21.3 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 leased premises, 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 the 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 agrees for itself, its successors, and assigns, to restrict the height of structures, objects of natural growth, and other obstructions on the premises to such a height so as to comply with Federal Aviation Regulations, Part 77.

The Lessee agrees for itself, its successors, and assigns, to 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.

Section 21.4 Subordination. This agreement is subject and subordinate to the provisions of any governmental restrictions of record and any existing or future agreement entered into between the Authority or Lee County and the United States, for

the improvement or operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to Authority for Airport purposes, or the expenditure of federal funds for the improvements or development of the Airport.

Section 21.5 Nonexclusivity. Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this lease are non-exclusive and the Authority reserves the right to grant the same or similar privileges to another lessee or other lessees on other parts of the Airport.

ARTICLE 22

CONDEMNATION

Section 22.1 Complete taking. If the entire premises are taken or condemned for any public or quasi-public use or purpose, by right of eminent domain, this lease will terminate on the date title to the premises vests in the taking authority. Rent will be prorated to the date of termination.

Section 22.2 Lessee's option to terminate in the event of partial taking. If a portion of the leased premises (or all reasonable access to the adjacent roadways from the then-existing or comparable curb cut locations) shall be taken or condemned for any public or quasi-public use or purpose, by right of eminent domain, Lessee shall have the option to terminate this lease by advance written notice to Authority, given at any time after the taking authority files its notice of taking, but no later than 60 days after entry of the order of taking, specifying the date on which the lease will terminate, which date shall be the last day of any calendar month that falls within the period for giving Lessee's notice of its election to terminate. Rent will be prorated to the date of termination.

If Lessee does not elect to exercise this option, then: (1) Lessee will be entitled

to participate in the award of the taking; (2) Lessee shall promptly restore the remaining portions of the premises to a condition comparable to the condition of the premises at the time of such taking; and (3) this lease shall continue in full force and effect except that the rent payable hereunder shall be equitably adjusted to take into account the portion or portions of the premises lost by the taking.

Section 22.3 Award. If this lease is terminated by reason of a taking, any compensation awarded for such taking of the premises will be equitably apportioned between the Authority and Lessee to reflect the respective values of the encumbered fee and the leasehold interest.

ARTICLE 23

CIVIL RIGHTS AND TITLE VI

Section 23.1 General Civil Rights Provisions. Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefitting from Federal assistance. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee. This provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Section 23.2 Compliance with Nondiscrimination Requirements. During the performance of this contract, Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

- A. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

- B. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- C. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- D. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Port Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Port Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of a Contractor's noncompliance

with the non-discrimination provisions of this contract, the Port Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

F. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Port Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Port Authority to enter into any litigation to protect the interests of the Port Authority. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Section 23.3 Transfer of Real Property Acquired or Improved Under the Airport Improvement Program.

A. Lessee, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the property described in this lease for a purpose for which a Federal

Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- B. In the event of breach of any of the above Nondiscrimination covenants, Authority will have the right to terminate the lease and to enter, re-enter, and repossess said lands and facilities thereon.

Section 23.4 Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

- A. Lessee, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

- B. In the event of breach of any of the above nondiscrimination covenants, Authority will have the right to terminate the lease and to enter or re-enter and repossess said land and the facilities thereon.

Section 23.5 Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Lessee, for itself, its assignees, and successors in interest(hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration's Nondiscrimination statute (49

USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

ARTICLE 24


ENTIRE AGREEMENT

This contract sets out the entire agreement between the parties. 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 Lessee and the Authority's Board of Port Commissioners.

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

MORALEZ REAL ESTATE LLC

(Lessee)


By: 

Print/type name: Luis R. Moralez

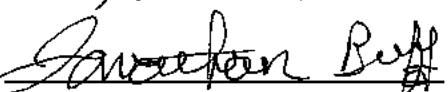
Title: President

Date: 1-17-20

WITNESSED:

By: 

Print name: Noa Moralez

By: 

Print name: Jonathan Buff

LEE COUNTY PORT AUTHORITY

**ATTEST:
LINDA DOGGETT, 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

EXHIBIT A



0 20 40
1" = 40' (24/30)
1" = 60' (1/16/17)

ZONING
CI

637.63'

637.63'

LEASED PREMISES

218.12'

218.12'

275.00'

RACETRACK

355.00'

82.00'

260.00'

510.00'

425.00'

362.73'

NORTH AIRPORT ROAD

ZONING AOPD

SITE DATA TABLE

SITE ADDRESS: NORTH AIRPORT ROAD
FORT MYERS, FL 33907
2904666-5-16-2006-0000
EX. ZONING DESIGNATION: CI (COMMERCIAL INTENSIVE)
DEVELOPMENT TYPE: COMMERCIAL
BUILDING USE: RETAIL

ZONING

SITE:	(CI)	PROJECT SITE
NORTH:	(CI)	COMMERCIAL
EAST:	(RM-15)	VACANT LAND
SOUTH:	(CI)	VACANT LAND
WEST:	(CI)	COMMERCIAL

BUFFER SETBACKS

	REQ'D	PROVD	
NORTH:	0'	0'	ABUTTING CI
WEST:	15.00'	15.00'	ABUTTING ROAD (ROW)
EAST:	20.00'	20.00'	ABUTTING RM-16
SOUTH:	15.00'	15.00'	ABUTTING ROAD (ROW)

ZONING
RM-16

PARKING REQUIREMENTS

GENERAL RETAIL:
1 SPACE / 300 S.F. REQUIRED
(11,180 + 19,750 + 19,750)
TOTAL BUILDING AREA 50,680 S.F.
50,680 / 300 S.F. = 169 SPACES
TOTAL PARKING REQUIRED = 169 SPACES
TOTAL PARKING PROVIDED = 170 SPACES
(INCLUDING 6 HANDICAP SPACES)

LANDSCAPE BUFFERS

	REQ'D	PROVD	ZONE
NORTH:	25'	0'	(R-3)
WEST:	0'	0'	(R-3)
EAST:	0'	0'	(R-3)
SOUTH:	0'	0'	(R-3)

DATE	REVISED	BY	DESCRIPTION
	ISSUED		
MAASTRICHT ENGINEERING			
DEVELOPER	TITLE	ADDRESS	TOWN, FL, ZIP
DATE	BY	REVISION DESCRIPTION	
PAGE FIELD		COMMERCIAL	
SECTION 04		TOWNSHIP 48 S, RANGE 14 E	
LIE COUNTY, FLORIDA 33907			
CONCEPT		SITE PLAN	
SHEET		1 OF 1	

Y:\CAD\2018\1818\1818\1818 SITE PLAN 2 00-21-18.dwg (User: Sujan@27, 2018-11-18 2:27 AM)

Exhibit B

Prohibited Uses

1. bowling alley, pool hall, or billiard hall
2. amusement arcade, skating rink, roller rink, pinball, video, or electronics gameroom
3. any establishment (whether a night club, bar, restaurant, or otherwise) providing beer, wine, liquor, or other alcoholic beverages for on-premises consumption, whether for sale, complimentary, or otherwise
4. fire sale, bankruptcy sale (unless pursuant to court order), second-hand store or flea market
5. dry cleaning facility (unless all cleaning is done off-premises)
6. storing or renting, automobiles, trucks, trailers, mobile homes, campers, or recreational vehicles
7. any establishment providing adult-only or sexually oriented service or product, including but not limited to, any massage parlor, topless, bottomless, or totally nude establishment, adult bookstore, adult theater, adult amusement facility, or other establishment selling, exhibiting, or displaying pornographic or erotic materials
8. a store specializing in the sale of drug paraphernalia
9. any gaming facility or operation, including, without limitation, a bingo hall, off-track or sports betting parlor, and table games such as blackjack, poker, slot machines, video poker, keno machines, or similar devices
10. nursery, daycare center, or children's playground
11. any use which creates a legal nuisance or emits a noxious odor, noise, or sound which can be heard or smelled outside the leased premises

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board award RFB #19-18LKD, for Grounds Maintenance Service for SFIA-Multiple Entrance(s) to two (2) vendors, a primary: Commercial Landscape Professionals, Inc. dba Trimac Outdoor, and a secondary vendor: P&T Lawn and Tractor Services, Inc., in the event the primary vendor cannot perform.
2. **FUNDING SOURCE:** Account WJ5300041200.503490, Lee County Port Authority Maintenance Other Contracted Services.
3. **TERM:** One (1) year term with authority to extend term for up to three (3) additional one-year renewal periods as delegated to the Executive Director.
4. **WHAT ACTION ACCOMPLISHES:** Establishes a primary and secondary service provider to perform grounds maintenance services for Southwest Florida International Airport per the terms and conditions specified in RFB #19-18LKD

5. **CATEGORY:** 7.
Consent Agenda

6. **ASMC MEETING DATE:** 2/18/2020

7. **BoPC MEETING DATE:** 3/12/2020

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
 CONSENT
 ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)
 NAME Gary Duncan
 DIV. Aviation

10. **BACKGROUND:**

On October 25, 2019, the Lee County Port Authority Purchasing Department advertised RFB #19-18LKD for Grounds Maintenance Service for Southwest Florida International Airport – Multiple Entrances(s). Advertisements were placed with the Airports Council International – North America, the Airport Minority Advisory Council, the Florida Airports Council, and utilizing the Port Authority’s automated procurement system. On November 22, 2019, LCPA received four (4) qualifying bids.

This agreement provides for grounds maintenance services at two (2) locations on the RSW campus, specifically Skyplex Boulevard between Daniels Parkway & Chamberlin Parkway, and Terminal Access Road (TAR) between the I-75 interchange up to the airport’s Welcome Sign. The services provided in this agreement include, but are not limited to, mowing, pruning, edging, weed control, and palm frond/debris removal.

Due to the high visibility of these landscaped areas and the high standards LCPA strives to maintain, staff elected to bid and procure not only a primary vendor, but a secondary vendor as well. Therefore, staff recommends Board approval for both a primary and secondary vendor whereby the secondary vendor will be ready to assume the balance

11. RECOMMENDED APPROVAL

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

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

- APPROVED
 APPROVED as AMENDED
 DENIED
 OTHER

13. **PORT AUTHORITY ACTION:**

- APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER

Background (continued)

of the primary vendor's contract period should the primary vendor fail to comply with the high standards outlined in the service provider agreement.

Staff recommends Board award to Commercial Landscape Professionals, Inc. dba Trimac Outdoor (Primary) as the lowest, most responsive, responsible bidder in the annual amount of \$93,912.00. Staff also recommends Board award to P&T Lawn and Tractor, Inc. (Secondary) as the second lowest, most responsive, responsible bidder in the annual amount of \$111,600.00 should their services be required in accordance with the terms and conditions of the service provider agreement.

The TAR-related grounds maintenance work performed by the new, approved vendor will commence on June 25, 2020, the expiration date of the current service provider agreement with TCI Sod & Landscape, LLC.

Attachments:

1. Tab Sheet
2. Master RFB
3. Submittal Trimac (Primary)
4. Submittal P&T (Secondary)
5. SPA - Trimac Outdoor (Primary)
6. SPA - P&T Landscape Lawn and Tractor Service (Secondary)



Purchasing Department
 11000 Terminal Access Road, Suite 8671
 Fort Myers, FL 33913
 Main Line: (239) 590-4556
 Fax Line: (239) 590-4539
<https://www.flylcpa.com/purchasing/>

Bid Opening Tabulation

Bid Number: RFB 19-18LKD
 Bid Title: Grounds Maintenance Service for Southwest Florida International Airport-Multiple Entrance(s)
 Opening Date: Friday, November 22, 2019
 Opening Time: 2:00 PM
 Opened By: Lori DeLoach, CPPB
 Title: Senior Procurement Agent
 Verified By: *[Signature]*
 Attended Opening: _____

1	P & T Lawn and Tractor Service, Inc.	\$111,600. ⁰⁰
2	Superior Landscaping & Lawn Service, Inc.	\$213,828. ⁰⁰
3	TCI Sod & Landscaping, LLC	\$114,480. ⁰⁰
4	Trimac Outdoor	\$93,912. ⁰⁰
5		
6		
7		
8		
9		
10		

** AWARD TO BE MADE AFTER STAFF RECOMMENDATION AND BOARD APPROVAL AT A LATER DATE**



**11000 Terminal Access Road
Suite 8671
Fort Myers, Florida 33913**

REQUEST FOR BIDS (RFB)

RFB 19-18LKD

FOR

**Grounds Maintenance Service for
Southwest Florida International Airport-Multiple Entrance(s)**

DATED: October 25, 2019

PURCHASING OFFICE DESIGNATED CONTACT

Lori DeLoach, CPPB, Senior Procurement Agent

LKDeLoach@FlyLCPA.COM

TELEPHONE: (239) 590-4555

Non-Mandatory PRE-BID MEETING:

**Friday, November 08, 2019, 10:00 AM Local Time, at Training
Center: 15924 Air Cargo Lane, Fort Myers, FL 33913**

INQUIRY/CLARIFICATION REQUEST DEADLINE:

Thursday, November 14, 2019, TIME: 2:00 P.M., Local Time

BIDS DUE:

Friday, November 22, 2019, TIME: 2:00 P.M., Local Time

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PART A – GENERAL INFORMATION AND CONDITIONS

1. NOTICE TO BIDDERS

Sealed bids will be received by the Lee County Port Authority, sometimes referred to as "Port Authority," "Authority," or "Owner." Opening of the bids will occur at the place, date and time stated on the cover page. The Lee County Port Authority reserves the right to extend the time and date of the bid opening in its sole discretion, when deemed to be in the best interest of the Authority.

2. DELIVERY OF BIDS

The delivery of the sealed bid to the Lee County Port Authority prior to the deadline is solely and strictly the responsibility of the Bidder.

One (1) original and one (1) identical electronic copy of bid in PDF format as a single file on a USB flash/travel drive must be delivered to the address indicated below. *In case of discrepancy in content between the original hard copy and the USB flash/travel drive, the original hard copy will govern.* All bids must be sealed and marked: **RFB 19-18LKD: Grounds Maintenance Service for Southwest Florida International Airport-Multiple Entrance(s).** All bids must be delivered to:

LEE COUNTY PORT AUTHORITY PURCHASING OFFICE
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT
11000 TERMINAL ACCESS ROAD
THIRD FLOOR - SUITE 8671
FORT MYERS, FLORIDA 33913-8899

Electronically submitted or faxed bids will not be considered.

Bidders are advised that the United States Postal Service and even third party express mail services may not deliver your bid in a timely manner. Bidders are cautioned to plan necessary delivery time accordingly.

3. DELAYS CAUSED BY DELIVERY SERVICES

Delivery of sealed bids to the Lee County Port Authority Purchasing Office prior to the time set for the bid opening is solely and strictly the responsibility of the Bidder. The Lee County Port Authority Purchasing Office will not be responsible for delays caused by any delivery services that may be used or for any other reason. The Bidder is hereby directed to cause delivery of their bid prior to the bid opening time. The bid delivery deadline will be scrupulously observed.

Any bid received after the deadline for submittal of bids will not be considered.

4. INQUIRIES/CLARIFICATION

Except during a scheduled prebid meeting, the Authority will not respond to oral inquiries concerning this RFB. Bidders may submit written inquiries by email or U.S. mail to make inquiries or request clarification regarding this RFB to the designated Purchasing Office contact indicated on the cover page. The Authority may choose not to respond to written, faxed, or email inquiries received after 2:00 pm, local time, **November 14, 2019.**

5. DISTRIBUTION OF INFORMATION, RESULTS AND ADDENDA

The Authority uses a third party provider, Public Purchase, to distribute solicitation documents including addenda and results. Interested firms may register to receive this information free of charge by registering at <https://www.publicpurchase.com/gems/register/vendor/register> or contacting Public Purchase Vendor Support at (801) 932-7000 or accessing the electronic link available from the Authority website www.flylcpa.com or by calling the Purchasing Office.

It shall be the responsibility of the Bidder, prior to submitting their bid, to determine if addenda to this RFB have been issued and, if issued, acknowledging and incorporating same into their bid. All results concerning this Request for Bids will be posted via Public Purchase or may be obtained by contacting the Purchasing Office.

6. PREBID MEETING (Bidders are highly encouraged to attend)

A Non-Mandatory Pre-bid Meeting is scheduled for **Friday, November 08, 2019, at 10:00 a.m., local time, at Training Center: 15924 Air Cargo Lane, Fort Myers, FL 33913.**

The purpose of the pre-bid meeting will be to discuss the requirements and objectives of this RFB, to answer any questions potential Bidders have about the RFB and to answer any general questions about the Authority. A site visit may follow.

At the pre-bid meeting the Authority will attempt to answer all questions received, reserving the right, however, to answer any question in writing in a subsequent addendum to the RFB. In order to conduct these meetings as expeditiously and efficiently as possible, it is requested that all pre-bid questions be sent to the Purchasing Office designated contact indicated on the cover page of this solicitation document at least three (3) days prior to the meeting to allow staff time to research the questions.

7. COST OF PREPARATION

The cost of preparing a bid in response to this RFB shall be borne entirely by the Bidder.

8. AMERICANS WITH DISABILITIES ACT NOTICE

The Authority will not discriminate against individuals with disabilities. Any person needing special accommodations for attendance at a public bid opening or prebid meeting should contact the Purchasing Office designated contact indicated on the cover page of this solicitation document at least seven (7) days before the meeting.

9. NONDISCRIMINATION

Pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, the Restoration Act of 1987, the Florida Civil Rights Act of 1992, and as said Regulations may be amended, the Bidder must assure that *“no person in the United States shall on the basis of race, color, national origin, sex, creed or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity”*. Compliance is required in the selection and retention of subcontractors/subconsultants, including procurement of materials and leases of equipment.

The successful Bidder will not participate directly or indirectly in discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR, Part 21.

10. GENERAL CIVIL RIGHTS

The successful Bidder agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision binds the successful Bidder and its subcontractors from the bid solicitation period through the completion of any resulting contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

11. SUBMITTAL OF BIDS

Bids shall be submitted in a sealed envelope marked "Sealed Bid", identified by the name and address of the firm bidding, bid title, bid number, and the date and time of bid opening. Sealed bid packages are to contain one (1) original and one (1) identical electronic copy in PDF format as a single file on a USB flash/travel drive consisting of the following:

- Form 1** Bidder's Certification
- Form 2** Official Bid Form
- Form 3** Lobbying Affidavit
- Form 4** Public Entity Crimes Form
- Form 5** Scrutinized Companies Certification
- Form 6** Local Vendor Preference Affidavit

In addition, all Bidders must include copies of all licenses (mechanical, occupational, etc.) required by Lee County and the State of Florida to supply the goods or perform the services set forth in this RFB.

Bidders contracting in a corporate capacity must submit documentation from the Florida Department of State verifying that the entity is a Florida Corporation or other Florida legal business entity in good standing or is a foreign business entity that has registered and is authorized to do business in the State of Florida.

All blanks on the bid must be completed in ink or by typewriter. Where bid documents have erasures or corrections, such erasures or corrections must be initialed in ink by the Bidder.

12. MATHEMATICAL ERRORS

All bids will be reviewed mathematically and, if necessary, corrected. In the event of multiplication or extension error(s), the unit pricing shall prevail. In the case of a disparity between the grand total bid price expressed numerically and that expressed in written words, the grand total price expressed in words as shown on the Bidder's bid will govern.

13. DIRECT PURCHASE

If applicable, the Authority reserves the right to purchase directly, various materials, supplies, and equipment that may be a part of any contract resulting from this RFB.

14. TERMINATION FOR CONVENIENCE

The Authority may cancel any agreement resulting from this RFB at its discretion upon giving thirty (30) calendar days written notice to the successful Bidder. In addition, the Authority reserves the right during the term of the agreement to terminate the agreement with any single successful Bidder and award the agreement to the next ranking Bidder if deemed to be in the Authority's best interest.

15. PUBLIC RECORDS AND DISCLOSURE

Information and materials received by the Authority shall be deemed to be public records subject to public inspection upon the issuance of a notice to award, recommendation for award, or thirty (30) days after bid opening, whichever occurs first. However, certain exemptions to the public records laws are statutorily provided for in Section 119.07.

If a Bidder believes any of the information contained in their response is exempt from disclosure under the Florida Public Records Law, Bidder must specifically identify the material which it claims is exempt and cite the legal authority for the exemption. The Authority's determination of whether an exemption applies shall be final.

All Bidders are notified and acknowledge by submitting a response to this Request for Bids that the provisions of Section 119.071(3) (b) Florida Statutes (2005), may apply. Generally, the law exempts building plans, blueprints, schematic drawings, and diagrams depicting the internal layout and structural elements of a public building or structure from the Florida Public Records law. To the extent the law applies to this project, Bidders agree to treat all such information as confidential and not to disclose it without prior written consent of the Authority.

16. TAX EXEMPT

The Authority is generally a tax-exempt entity, subject to the provisions of the Florida Statutes regarding sales tax. The successful Bidder shall be responsible for complying with the Florida sales and use tax law as it may apply. The amount(s) of compensation set forth in the contract, or in any change orders authorized pursuant to this contract, shall be understood and agreed to include any and all Florida sales and use tax payment obligations required by Florida law of the successful Bidder and all subcontractors or materials suppliers engaged by the successful Bidder.

17. EXAMINATION OF BID SOLICITATION INFORMATION

Each Bidder is required, before submitting a bid, to be thoroughly familiar with each and every requirement contained within the solicitation documents, including any addenda. No additional allowances will be made because of lack of knowledge of the requirements contained herein. All Bidders must carefully review the bid documents in their entirety to become familiar with what is required, including information on all bid forms. Bidders must fill in all information requested on the bid forms.

18. RESERVATION OF RIGHTS

The Authority reserves the right to reject any and/or all bids, accept or reject any alternates, waive irregularities and technicalities if in the Authority's sole judgement, it is in the best interest of the Authority and conforms to applicable state and local laws or regulations.

The Authority further reserves the right to make inquiries, request clarifications, or require additional information and documentation from any bidder, or cancel this solicitation at any time prior to the execution of an agreement and solicit for new bids. Any sole response received by the deadline for receipt of bids may or may not be rejected by the Authority depending on available competition and current needs of the Authority. All such actions shall promote the best interest of the Authority.

19. AUTOMATIC DISQUALIFICATION

A Bidder will be disqualified from consideration for award of an agreement pursuant to this Request for Bids for any of the following reasons:

- Failure to meet Bidders qualifications stated herein.
- Lobbying the Lee County Board of Port Commissioners, members of the Airports Special Management Committee, or employees of the Lee County Port Authority, individually or collectively, regarding this Authority Request for Bids.
- Collusion with the intent to defraud or other illegal practices upon the part of any firm submitting a bid.
- Being on the Convicted Vendors List.
- Being on a Scrutinized Companies List or otherwise ineligible to submit a bid to provide services under Section 287.135, Florida Statutes.
- Not being properly licensed by the State of Florida or Lee County prior to submitting a bid.
- Not being registered to do business in the State of Florida prior to submitting a bid.

20. SCRUTINIZED COMPANIES UNDER SECTION 287.135, FLORIDA STATUTES

Notwithstanding any provision to the contrary, Authority will have the option to immediately terminate any agreement, in the exercise of its sole discretion, if Bidder is found to have submitted a false certification under Section 287.135(5) F.S. or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Section 215.473 F.S.; or if bidder is engaged in business operations in Cuba or Syria; or has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

The Bidder certifies through submission of the attached Bidder's Scrutinized Companies Certification that it is not listed on any Scrutinized Companies List described above; is not engaged in business operations in Cuba or Syria; is not engaged in a boycott of Israel and is not barred from submitting a bid or proposal under Section 287.135, Florida Statutes.

21. LOCAL VENDOR PREFERENCE

It is the intent of the Board of Port Commissioners to establish an optional preference for local firms when facts and circumstances warrant that the Authority may grant such a preference. It is not the intent of the Board of Port Commissioners to prohibit, exclude, or discourage persons, firms, businesses, or corporations that are non-local from providing goods and services to the Authority as part of this bid process. All potential respondents, Authority staff, and the Airports Special Management Committee should be advised that the Board of Port Commissioners encourages award of contracts to local vendors, firms, consultants, contractors, and providers when possible to foster the economic growth of the local community.

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In an effort to achieve the goals outlined above, the Board of Port Commissioners may give preference to local contractors and vendors that submit pricing within three percent (3%) of the lowest responsive, responsible competitive bid or quote total price (base bid plus Authority selected alternates) in accordance with Lee County Ordinance No. 00-10, as amended by Lee County Ordinance Nos. 08-26 and 17-16.

22. RIGHT TO PROTEST

Any Bidder affected adversely by an intended decision with respect to the award of any bid shall file with the Purchasing Office for the Lee County Port Authority a written notice of intent to file a protest not later than forty-eight (48) hours (excluding Saturdays, Sundays, and legal holidays) after receipt of the notice of the intended decision with respect to a bid award. In those instances where the Bidder with the lowest price is not selected, the same time frame to file a protest shall apply. For the purpose of computation, the initial notice of intent to file a protest shall be received by the Purchasing Manager, or designee, not later than four o'clock (4:00) p.m., on the second working day following the day of receipt of notice of the intended decision.

The initial notice of intent to file a protest shall state the basis of the protest and clearly indicate that its purpose is to serve as the initial notice of intent to file a bid protest. Failure to so clearly indicate Bidder's intent shall constitute a waiver of the right to seek any remedy provided under the bid protest procedure.

The formal, written protest must be filed within five (5) Authority workdays after the date of filing of the initial notice of intent to file protest.

Details regarding the bid protest policy are contained within the Lee County Port Authority Purchasing Manual, which is available for inspection and/or copying at the Lee County Port Authority Purchasing Office, 11000 Terminal Access Road, Suite 8671, 3rd Floor, Fort Myers, Florida, 33913.

Failure to follow the protest procedure requirements within the timeframe established by Lee County Port Authority constitutes a waiver of any protest and resulting claims.

23. FINANCIAL RESPONSIBILITY

During the bid evaluation process, Bidders may be required to demonstrate financial responsibility by furnishing audited financial statements for the past two fiscal years upon request by the Authority. Such statements must be prepared in accordance with generally acceptable accounting practices and include an independent Certified Public Accountant (CPA) statement and shall be provided to the Authority within ten (10) calendar days of the Authority's request.

24. PAYMENT

The accepted bid price for the scope of work to be provided will be paid to the successful Bidder after completion and acceptance of the work and upon receipt of the successful Bidder's properly submitted invoice. All invoices shall include the purchase order number and be submitted to Lee County Finance Department, PO Box 2463, Fort Myers, Florida, 33902.

25. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

If mutually agreeable to the Bidder, other governmental entities may desire to utilize, i.e., piggyback, this agreement subject to the rules and regulations of that governmental entity. The Authority accepts no responsibility for other agreements entered into utilizing this method.

26. COMPLIANCE WITH STATE AND FEDERAL REQUIREMENTS

In agreements financed in whole or in part by Federal or State grant funds, all requirements set forth in the grant documents or in the law, rules, and regulations governing the grant, including federal or state cost principles, shall be satisfied. To the extent that they differ from those of the Authority, the cost principles of the grantor shall be used.

27. ESTIMATED QUANTITIES

Quantities indicated on the bid form are for bidding purposes only. The amount of actual purchase of the item(s), or the service(s) to be performed, described in this Request for Bids is neither guaranteed nor implied. All items listed for purchase are on an “as-needed” and/or “as funds permit” basis and the Authority may order all, or none, of the items or services described.

28. NONEXCLUSIVITY OF AGREEMENT

The successful Bidder understands and agrees that any resulting contractual relationship is nonexclusive and the Lee County Port Authority reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the Lee County Port Authority.

29. WITHDRAWAL OR REVISION OF BIDS

A Bidder may withdraw or revise a bid (by withdrawal of one (1) bid and submission of another) provided the Bidder's written request to withdrawal is received by the Authority before the time specified for receiving the bids. Revised bids must be received prior to the date and time of the bid opening at the place specified. Bids that have been properly withdrawn (by written request) prior to the scheduled opening time or received after the time specified for opening bids will be returned to the Bidder unopened.

30. PUBLIC RECEIVING AND OPENING OF BIDS

Bids shall be opened and read publicly at the time and place specified in this Request for Bids. Bidders, their authorized agents and other interested persons are invited to attend the bid opening.

31. UNBALANCED BIDS

The Authority recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices used by Bidders in preparing their bids. However, where in the opinion of the Authority such variation does not appear to be justified, given bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids include:

- a. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
- b. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competing Bidders for the same line item unit costs.
- c. Bids where the unit costs offered are in excess of or below reasonable cost analysis values.

If the Authority determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, etc., that the Bidder obtained and upon which the Bidder relied to develop its bid. The Authority reserves the right to reject as non-responsive any presumptively unbalanced bid(s) where the Bidder is unable to demonstrate the validity and /or necessity of the unbalanced unit costs.

32. BID EVALUATION

Upon evaluation of all bids received, a Notice of Intent to Award may be made to the most responsive, responsible Bidder(s) whose bid(s) reflects lowest projected cost and whose qualifications indicate that the award will be in the best interest of the Authority, in the Authority's sole judgment.

No award will be made until the Authority has concluded such investigations as it deems necessary to establish the responsibility, qualifications and financial ability of any Bidder to provide the required services in accord with the agreement and to the satisfaction of the Authority and within the time prescribed. The Authority may reject any bid if the evidence submitted by the Bidder, or an investigation of the qualifications and/or experience of the Bidder, fails to satisfy the Authority that such Bidder is sufficiently qualified or experienced to provide the goods or services required, or to carry out the obligations as required in this Request for Bids.

After the Notice of Intent to Award is issued, the recommendation for award of the agreement will be forwarded to the Airports Special Management Committee and the Lee County Board of Port Commissioners for approval.

Until approval and final execution of the Agreement, the Authority reserves the right to reject any or all bids, to waive technicalities and to advertise for new bids, or to proceed to do the work otherwise when the best interests of the Authority will be promoted.

[END of PART A.]

PART B – SPECIAL INSTRUCTIONS AND REQUIREMENTS

Bidders must carefully review the bid documents in their entirety to become familiar with what is required, what is to be submitted in the Bidder's bid, and to review and properly complete all bid forms.

1. **BIDDERS QUALIFICATIONS** Bids will be accepted from established, qualified contractors with three (3) years' experience in commercial grounds maintenance.

Bidders must warrant that their equipment, facilities, manpower and financial resources are sufficient to meet the requirements of the Request for Bids in a timely manner.

2. **HOLD HARMLESS AND INDEMNIFICATION** Bidder agrees through submission of its bid, to indemnify, hold harmless and defend Authority and Lee County, Florida and their respective commissioners, officers, agents, and anyone directly or indirectly employed by either of them, from and against any and all claims, injuries, liabilities, damages, demands, losses, costs or actions, either at law or in equity, including, but not limited to court costs and reasonable attorney's fees, that may be made or brought at any time in the future by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, due to any negligence, wrongful conduct, or intentional act or omission, or based on any act of fraud or defalcation of the Bidder and persons employed or utilized by the Bidder in the performance of any agreement awarded under this Request for Bids.
3. **TERM** The term of the agreement will be for up to **one (1) year** with an option reserved to the Authority to extend the term of the agreement for **three (3) additional one-year renewal periods** by notifying the successful Bidder(s) in writing at least thirty (30) days in advance of the expiration date of the initial term or any extension term. Services for Area 1 will commence on the first day of the month following approval by the Board of Port Commissioners and will conclude on May 31, 2020. Services for Area 2 will commence on June 1, 2019 and conclude on May 31, 2020. Extension of the Agreement for the renewal periods will be upon the same terms and conditions, including prices, and shall be at the sole discretion of the Authority.
4. **METHOD OF AWARD** The Authority intends to award to multiple vendors, assigning a status of Primary and Secondary vendor for Area 1 and for Area 2. The award will be based on the lowest, responsive and responsible Bidders per area. The lowest bids will be based on the total sum of all items for each designated area.
The Primary vendor will be the Authority's first contact for the assignment of any work required under the Service Provider Agreement. If the Primary is unable to fulfill the Authority's need or meet the timeline required the Secondary would be the next order of contact, as applicable. Additionally, the vendor selection order may be changed at any time during the term of the Service Provider Agreement as a result of deficient or non-compliant performance.
5. **INSURANCE REQUIREMENTS** All Bidders should furnish proof of acceptable insurance. A copy of the Bidder's current insurance certificate or a statement from the Bidder's insurance company verifying the firm's ability to obtain the insurance coverage as stated herein, should be submitted with the bid. The following coverages and minimum limits, with deductible limits acceptable to the Authority are required:
 - Commercial General Liability \$1,000,000 each occurrence, \$50,000 Medical Expense, \$2,000,000 General Aggregate, Products/Completed Operations \$2,000,000.
 - Automobile Liability \$1,000,000;

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- Workers' Compensation in accordance with Florida statutory limits.
- Any work performed airside will require a minimum of \$5,000,000 in liability coverage.

The insurance provided will include coverage for all parties employed by the Bidder. At the discretion of the Authority, all insurance limits may be reevaluated at any time during the term of the agreement.

An insurance certificate on an approved form is required from the successful Bidder in the amounts specified within ten (10) calendar days from the date the notice of intent to award has been issued by the Authority. The appointed insurance agent or carrier must be licensed to provide coverage and honor claims within Florida. The certificate of insurance must give the Authority prior notice of cancellation and state that the coverage is primary and noncontributory; a waiver of subrogation in favor of the Authority will also be required. The Lee County Port Authority shall be named as an additional insured on the policy. The certificate holder shall be Lee County Port Authority, Attn: Risk Manager-Administration (riskmanagement@flylcpa.com).

6. **EXECUTION OF THE AGREEMENT**

The successful Bidder(s) shall execute and return the Service Provider Agreement within ten (10) calendar days from issuance of the notice of intent to award the bid. **The successful Bidder(s) will be required to execute the Service Provider Agreement in substantially the form attached, unless amended during the bid process and prior to the opening of bids.** Failure of the successful Bidder to execute the Service Provider Agreement within ten (10) calendar days from the date the notice of intent to award is announced shall be just cause for cancellation of the award.

Upon receipt of the agreement executed by the successful Bidder, and after approval of the agreement by the Board of Port Commissioners, the Authority shall complete the execution of the awarded agreement in accordance with local laws or ordinances, and return one fully executed original agreement, along with the bid bond, to the Bidder. Delivery of the fully executed awarded agreement to the Bidder shall constitute the Authority's approval to be bound by the successful Bidder's bid and the terms of the contract.

[END OF PART B.]

PART C - PROJECT INFORMATION AND REQUIREMENTS

**RFB 19-18LD Grounds Maintenance Service for
Southwest Florida International - Airport Multiple Entrances**

SCOPE OF WORK

The Lee County Port Authority is soliciting competitive sealed bids from interested and qualified, licensed and insured bidders to perform work in accordance with the requirements contained within the following Scope of Work.

1. BACKGROUND

- 1.1. Lee County Port Authority (LCPA) is soliciting for a full-service, licensed, professional landscape maintenance provider to perform services necessary to ensure well-manicured entrances to the Southwest Florida International Airport on a continuous basis. The successful Bidder shall furnish all labor, materials, equipment and incidentals required to complete all work to the LCPA quality standards as defined herein. Landscape maintenance shall consist of, but is not limited to: pruning, litter removal, herbicide, mowing and edging as needed on a year round basis. LCPA reserves the right to add additional related items and/or areas to this scope of work.

2. SERVICE LOCATIONS

- 2.1. Skyplex Road Daniels Parkway to Chamberlin Parkway
- 2.2. Terminal Access Road I-75 east (to include intersections at Treeline Avenue South and Ben Hill Griffin Parkway) to Welcome sign (stopping at the split of Terminal Access Road).
- 2.3. Exhibits A-C are attached to denote area(s) of maintenance.

3. WORK SCHEDULE

- 3.1. Minimum schedules are defined for each task for bidding purposes. Authority may vary the minimum schedules due to influences, such as environmental, that may require more or less service. Where a minimum schedule is not established it means that a review and maintenance is to be conducted at each site visit, minimum one-time weekly, to ensure LCPA standards are being maintained. Bidders are required to take this weekly review and maintenance work into consideration in providing an all-inclusive monthly service fee.
- 3.2. Successful Bidder will be responsible to perform the following tasks:
 - 3.2.1. Provide a complete 12-month schedule that includes all work to be performed, such as pruning, litter removal, herbicide, mowing, and edging.
 - 3.2.2. Submit a monthly schedule of work tasks which shows the current schedule to be performed for the upcoming month. The successful bidder shall be required to meet with the Authority on a monthly basis to review the proposed schedule for the coming month. When necessary, The successful Bidder must request the Authority approve updates to the schedule when circumstances arise beyond the successful Bidder's control and will. Provide an updated schedule whenever changes to the schedule are approved.
 - 3.2.3. Contact the LCPA representative within 24 hours of any proposed schedule change.
- 3.3. The supervision of the performance of this work is vested wholly with the Authority. The Authority will decide any and all questions which may arise as to the quality and acceptability of equipment, materials used, work performed, and the manner of performance and the rate of progress of the work.

4. LIQUIDATED DAMAGES

- 4.1. All work that does not meet the standards set out in this scope of work must be corrected before the Authority will authorize payment. The Authority has the right to deny payment for any work, or portion of work, not completed in accordance with the terms set forth in the Agreement. The successful Bidder may be assessed liquidated damages for failure to complete the work within the scheduled time period or for failure to perform corrective work within seven (7) calendar days from the date of written notice from the Authority specifying the corrective work required. Liquidated damages shall be assessed or deducted from any amounts due to the successful Bidder in the amount of \$100.00 for each consecutive calendar day from the date of written notice until the work is completed. Liquidated damages will be assessed not as a penalty but as an estimate of the Authority's damages if the work is not completed within the established time frame. The work shall be deemed to be complete on the date the Authority accepts it.

5. INSPECTION

- 5.1. Onsite inspections will be conducted by the Authority and, if requested by the Authority, the successful Bidder shall be required to attend a meeting with the Authority within five (5) working days of request.
- 5.2. The successful Bidder shall meet with the Authority representative to discuss and remedy any field questions and/or associated problems.

6. SUPERVISION AND SAFETY

- 6.1. Prior to the repair of planting areas and replacement of plants, the successful Bidder must ascertain the location of all drains, electrical cable, conduits, utility lines, supply lines, and other subsurface structures. The successful Bidder is responsible for contacting **Sunshine Locating Services at 811 or 1-800-432-4770** and LCPA for locations so proper advance owner notifications may be made and precautions may be taken to avoid disturbing or damaging any of these elements or improvements. The successful Bidder shall properly maintain and protect existing utilities and repair all items damaged by this work at no additional expense to LCPA.
- 6.2. Successful Bidder must provide all maintenance services in a professional manner. During all maintenance working hours, provide a qualified and competent person onsite with the ability to converse in English; able to understand and carry out instructions, authorized to supervise the maintenance operations and to represent and act on behalf of the successful Bidder.
- 6.3. Before any work begins, the successful Bidder, an LCPA representative, and the successful Bidder's landscape maintenance supervisor shall meet on site to clearly define the limits of landscape, maintenance responsibilities, expectations, and to discuss any relevant landscaping issues.
- 6.4. Potential Bidders are required to visit each site and acquaint themselves with the conditions as they exist and the operations to be carried out under this solicitation. Bidders shall make such investigations as required to fully understand the facilities, and any challenges or restrictions affecting the work to be performed.
- 6.5. The successful Bidder shall provide a video in color of the entire site prior to commencement of work pursuant to the agreement. Care must be taken to ensure that the site is adequately documented, i.e. utility boxes, curbs, signs, and condition of existing sod and plants, including any damage, such as weed eater blight. This video will be used to resolve any disputes. In the event the site is not properly documented and an issue arises, the successful Bidder will assume responsibility and the area will be repaired at no cost to the LCPA. Two copies of the video shall be made, one for the successful Bidder's file and the other for the LCPA representative. The video shall be in the format that may be reviewed in any standard digital device without adaptation.
- 6.6. All vehicles and trailers shall have the company name and business phone number clearly displayed.

RFB 19-18LKD Grounds Maintenance Service for Southwest Florida International Airport-Multiple Entrances

- 6.7. Personnel shall wear appropriate apparel, and personal protection equipment (PPE), including high visibility safety vests.
- 6.8. It shall be the successful Bidder's responsibility to enforce the following requirements:
 - 6.8.1. Maintain safe and efficient pedestrian and vehicular traffic flow through the designated work zone area.
 - 6.8.2. Adhere to the applicable federal, state, and local laws, ordinances and regulations.
 - 6.8.3. Maintain proper work zones in the accordance with the Florida Department of Transportation's Manual on traffic control, maintain safe practice for the streets and Highway Construction and Utility Operations, and the Manual on Uniform Traffic Control Devices (M.U.T.C.D.)
 - 6.8.4. Fully adhere to the Federal Occupational Safety and Health Act (OSHA)
 - 6.8.5. LCPA requires mowing equipment to have warning lights or a strobe light installed and operable while in operation. Warning signs that read "Mowers ahead" will be provided by the successful bidder, meet the MUTCD specifications, and be placed in the right-of-way facing each lane of traffic in both directions. Signage shall be placed at the beginning and end of each roadway.

7. LANDSCAPE MAINTENANCE MATERIALS

- 7.1. Successful Bidder must:
 - 7.1.1. Water: use water free from elements toxic to plant or animal life. Obtain water from approved sources. Do not use LCPA retention ponds as water source.
 - 7.1.2. Replacement of damaged plants: conform to the type, species, Florida #1 grades, standards, and size to match existing plants. All replacement plants must have the prior written approval of the LCPA's representative.
 - 7.1.3. Herbicide: use herbicides; post-emergent and pre-emergent, selective and non-selective, contact or systemic, recommended for the control of the type of weeds encountered. Herbicides shall be EPA approved. SDS sheets should be provided. Application of herbicides must be performed by a herbicide applicator licensed by Florida Department of Agriculture and Consumer affairs in either the ornamental and turf, natural areas weed management, and right of way categories. The license shall be available on site for on-demand inspection by LCPA staff at all times.

8. LANDSCAPE MAINTENANCE

- 8.1. Maintain all planted materials: Maintain all planted material in a healthy, vigorous, and attractive condition. Plant material shall maintain a Florida #1 quality grade throughout the contract period. Costs for this work shall be included in Bid Item 2 and payment for this work shall be made on a monthly basis. The successful Bidder will provide all labor, materials, equipment, permits, and incidentals necessary to perform the following:
- 8.2. Mowing and edging and clean-up:
 - 8.2.1. Roadway, parking lots, curb and gutter, sidewalk and bike paths shall be blown free of clippings in conjunction with mowing and edging events. Do not leave large clumps of grass clippings in the roadways or on sidewalks. The successful Bidder is required to comply with **the Lee County Fertilizer Best Management Practices (BMP) Ordinance section 7, subsection G: and shall ensure "grass clippings are not directed into storm drains, ditches, conveyances, water bodies, roadways or any other impervious surfaces. All curbs are to be cleaned of mulch debris with each visit to the site."**
 - 8.2.2. Mow all Bahia sod areas to three to four (3"-4") height and Floratam sod areas at a height of four to five inches (4"- 5") with a rotary mower. Mowing shall be performed weekly in the peak growing months of April through November and biweekly during the months of December through March, as needed, to maintain an attractive, even

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sodded area. Please refrain from mowing sod clippings into the tree rings where possible. Avoid damage to the tree rings as most contain flexible pipe and bubblers. Any irrigation equipment damaged by mowing or trimming will be repaired at the successful Bidder's expense. Upon the discovery of any damaged irrigation parts or pieces due to the negligence of the successful Bidder, the successful Bidder will immediately notify the LCPA. Failure to do so will allow the LCPA to have these repairs made and the cost of repairs deducted from the successful Bidder's next invoice. If any bubblers are destroyed each item shall be replaced by an equal type bubbler. This may be determined by finding a tree or palm of the exact same type and using the rate from that one for the damaged one.

- 8.2.3. Mowing wet grass or operating with dull blades is not acceptable. The LCPA reserves the right to add or eliminate a cycle at no additional cost to LCPA provided the additional cycle is necessary to comply with grass height requirements. The LCPA shall contact the successful Bidder no less than of one (1) week ahead of scheduled cycle for cancellation. If the successful Bidder feels that extra mowing is warranted, they are to notify the LCPA representative immediately for written approval to add a cycle to the schedule.
- 8.2.4. Edging:
 - 8.2.4.1. Edge every cycle. Edging shall be performed with rigid blade edging equipment or a manual hand edger leaving a clean straight edge no more than 1" back from curbs, walks, buildings, tree rings, or bed areas.
- 8.2.5. Litter pick up and debris removal:
 - 8.2.5.1. Clean up all litter, palm fronds, dead plants and trees in all areas within each roadway's limits during each site visit. The successful Bidder shall inspect each roadway every week to look for fallen or dead palm fronds, weeds, and trash. Dead plants need to be reported to the LCPA representative for replacement. Litter and debris shall be removed prior to mowing and any debris thrown or dragged to adjacent property or roadways by mowing operations shall be cleaned up.
 - 8.2.5.2. Litter and debris shall be removed and disposed of at a County approved site. No litter shall be left on site after successful Bidder departs. There will be no additional cost to LCPA for litter and debris disposal. Litter and debris is defined as foreign items within the limits of the project, such as, but not limited to, palm fronds, dead plants and trees, paper, plastic, aluminum, metal, glass, and tires, etc. If an illegal dump is located (defined as: centralized piles of debris, construction materials or large items, such as mattresses or household appliances) within the limits of project, the successful Bidder is to contact the LCPA representative and report the event. The successful Bidder will not be held responsible for cleanup of illegal dumping.
- 8.2.6. Tree staking and tree ring maintenance:
 - 8.2.6.1. Tighten and repair staking, reset trees, shrubs and palms to the proper grade or vertical position as needed and as specified herein. If mowers damage tree staking supports, it shall be the successful Bidder's responsibility to replace and/or make the necessary repairs at the successful Bidder's cost. Tree rings and bed areas shall be repaired and restored when disturbed by the mowing function at no additional cost to the LCPA. Any trees or shrubs damaged from the errant string trimmer or careless mowing will be replaced with like size, Florida #1 grade material at the successful Bidder's cost.
- 8.2.7. Pruning or trimming:
 - 8.2.7.1. Unless directed, no pruning from December through the end of February due to the chance of frost.

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- 8.2.7.2. In areas where plants have the potential to interfere with a driver's line of sight, plants shall be maintained to meet the requirements of FDOT standards.
- 8.2.7.3. All planting material shall be maintained in a neat and aesthetically pleasing appearance as determined by the LCPA.
- 8.2.8. Trimming timing on certain shrubs, groundcovers, and grasses
 - 8.2.8.1. Trees:
 - 8.2.8.1.1. Silver saw palmetto: trim heavy once a year down to three or four palm fronds on each trunk.
 - 8.2.8.1.2. All palm fronds that are up to 12 feet from the ground and are hanging lower than 90° (3 to 9) must be removed by successful Bidder each visit.
 - 8.2.8.1.3. Silver Buttonwood multi stem: maintain shape at 10-12 feet with the top narrower than the bottom to allow sunlight to hit bottom of multi stem.
 - 8.2.8.1.4. Dwarf Poinciana: maintain shape at 12 feet.
 - 8.2.8.1.5. All sucker growth shall be removed during each visit.
 - 8.2.8.1.6. Do not apply Round-up (or equivalent) onto sucker growth on trees. Suckers must be mechanically removed.
 - 8.2.8.1.7. Understory largely overgrown trees and shrubs shall be rejuvenation pruned (the shrub or tree is pruned by cutting off all brown or dead branches at or near ground level) once annually at the discretion of the LCPA representative and per his or her specifications.
 - 8.2.8.2. Groundcover:
 - 8.2.8.2.1. Perineal Peanut: Mow and edge weekly during March through November; biweekly December through February. Mow at the highest setting the mower will go or just weedeat the weeds growing up through the Perineal Peanut.
 - 8.2.8.2.2. Variegated ginger and philodendron: Edge so they do not cover curb or sidewalk, also remove weeds within groundcover.
 - 8.2.8.3. Shrubs:
 - 8.2.8.3.1. Green and Silver Buttonwood, Clussia, Thryallis, Dwarf Yaupon Holly, Myrsine, Carrisa Atlas, Firebush, and Bougainvillea: trim three to four times per year at a height of approximately three feet high. When landscape is designed in a multi-tiered application the following trimming guide is to be used: three-tiered hedge heights of three, five, and seven feet high, for two-tier hedge height of three and five feet high are to be utilized.
 - 8.2.8.3.2. Ilex Shillings, Sword Fern, and Cardboard Palm: trim to the edge of the bed or curb and let it grow no higher than 1 to 2 ½ feet. Keep weed and debris free.
 - 8.2.8.3.3. Cardboard Palms and Sword Fern, Bromeliads, Dracaena and Lady Palms: remove dead fronds. Tops are not trimmed unless they impede a driver's line of site.
 - 8.2.8.3.4. Sunshine Mimosa, Golden Creeper, Lantana, Florida Coontie, and Sword Fern: trim to the edge of curb and let it grow no higher than 1 to 1½ feet. Keep weed and debris free. Florida Coontie and Sword Fern: remove dead fronds and do not trim the tops.
 - 8.2.8.3.5. Bougainvillea and Dwarf Yaupon Hollies: trim at 1 to 1½ feet.
 - 8.2.8.4. Grass:
 - 8.2.8.4.1. Ornamental grass trimming: in general, ornamental grasses will be cut back once a year. In certain areas, ornamental grasses will be cut back multiple times per year to provide visual sight clearances and accessibility. All grass plants shall be trimmed after February but before the end of July. The timing of the trimming will be coordinated between the successful Bidder and LCPA representative.

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8.2.8.4.2. Pink Muhly grass: trim once per year after February but before July to allow florescence to be seen.

8.3. Weeding and weed control:

8.3.1. Landscape beds, mulched areas, roadway pavers, curbing, bullnoses and gutters, shell, beds, around and near all sign posts, utility poles, guy wires, benches, fence lines, guard rails, or any other obstructions within the limits of the project are to be weed-free.

8.3.2. Weeding may be done by hand pulling or chemically applied with selective herbicides. Apply spot treatments as necessary to control localized weed problems. Mulch transition zones (**where mulch or shell meets up with sod**) must be maintained to no more than six inches (6"). Successful Bidder must **not spray right up to edge and keep making the bed bigger** through the use of chemical herbicides. Weeds obtaining a height of six inches (6") shall be hand pulled and disposed of offsite.

9. GUARANTEE AND REPLACEMENT

9.1. When inspected landscape work does not comply with these LCPA requirements, the rejected work will be corrected within seven (7) calendar days or as directed by the LCPA representative. The LCPA reserves the right to withhold and/or deny payment for work not being performed as scheduled or as specified in this solicitation.

9.2. If at any time trees, palms, ground covers, sod and/or irrigation components are damaged or destroyed due to the successful Bidder's negligence or failure to adhere to the requirements of this solicitation, it will be the successful Bidder's responsibility to replace and restore the site to the condition it was when they started. All replacement landscape material shall be of the same species and Florida grades and standard #1 quality. Approved replacements shall be furnished and planted as specified at no additional cost to the LCPA.

[END OF SECTION C.]

V08/02/2019

PART D - DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PROGRAM

Not applicable to this solicitation.

[END OF PART D]

PART E – FORMS

Note: This form must be submitted with the bidder’s bid submittal

FORM 1: BIDDER’S CERTIFICATION

I have carefully examined this Request for Bids (RFB) which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid.

Addendum # _____	Date: _____	Addendum # _____	Date: _____
Addendum # _____	Date: _____	Addendum # _____	Date: _____

I hereby propose to provide the services requested in this bid. I agree to hold pricing for at least 150 calendar days so that the Authority will have time to properly evaluate this bid. I agree that the Authority terms and conditions (<http://www.flylcpa.com/purchasing/>) herein shall take precedence over any conflicting terms and conditions submitted with the bid and agree to abide by all conditions of this document.

I certify that all information contained in the bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company, or corporation submitting a bid for the same product or service; no officer, employee or agent of the Authority or of any other Company who is interested in said bid; and that the undersigned executed this Bidder’s Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

EMAIL ADDRESS

State of: _____

County of: _____

This foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or produced _____ as identification.

Signature of Notary

Serial/Commission No.

FORM 2: OFFICIAL BID FORM
BID NO. RFB 19-18LD

BIDDER'S NAME: _____

DATE: NOVEMBER 22, 2019
TIME: 2:00 P.M. LOCAL TIME

Purchasing Office
 Lee County Port Authority
 Southwest Florida International Airport
 11000 Terminal Access Road, Suite 8671
 Fort Myers, Florida 33913

The undersigned, hereinafter called "BIDDER," having become familiar with the local conditions, nature, and extent of the work, and having examined carefully the bid documents, including but not limited to, General Information, Special Instructions and Requirements, Specifications and other Contract Documents, and having fulfilled bid requirements herein, Bidder is to furnish all labor, materials, equipment, and other items, facilities and services for the purchase of:

Grounds Maintenance Service for Southwest Florida International Airport Multiple Entrance(s)

in full accordance with the solicitation documents, contract documents and all other documents related thereto on file in the Purchasing Office and, if awarded the contract, to complete the said work within the time limits specified for the total bid price awarded, which is based on the following bid schedule:

Area 1: Skyplex Boulevard

Bid Item Number	Description	Unit of Measure	Unit Price	Estimated Quantity	Extended Amount (estimated yearly amount) (Unit price x Est. Qty.)
1	Pre-Service Video	each	\$	2	\$
2	Mow, Edge, Pruning, Trimming, Clean-up and debris removal	monthly	\$	12	\$
3	Weed Control	monthly	\$	12	\$
TOTAL AREA 1: Skyplex Boulevard (items 1-3)					\$

COMPANY NAME: _____

Area 2: Terminal Access Road

Bid Item Number	Description	Unit of Measure	Unit Price	Estimated Quantity	Extended Amount (estimated yearly amount) (Unit price x Est. Qty.)
4	Pre-Service Video	each	\$	2	\$
5	Mow, Edge, Pruning, Trimming, Clean-up and debris removal	monthly	\$	12	\$
6	Weed Control	monthly	\$	12	\$
TOTAL AREA 2: Terminal Access, Treeline and Ben Hill Griffin Road(s) (items 4-6)					\$
Grand Total: (Area 1 and Area 2)					\$
GRAND TOTAL:					
(Use Words to Write Grand Total)					

FORM 3: LOBBYING AFFIDAVIT

STATE OF: _____

COUNTY OF: _____

_____,
being first duly sworn, deposes and says that he or she is the (sole owner) (general partner) (joint venture partner)

(president) (secretary) or (authorized representative) (circle one) of _____

(Bidder), maker of the attached bid and that neither the Bidder nor its agents have lobbied to obtain an award of the Agreement required by this Bid from the Lee County Board of Port Commissioners, members of the Airports Special Management Committee, or employees of the Lee County Port Authority, individually or collectively, regarding this Authority Bids. The prospective Bidder further states that it has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. 1352 and 49 CFR Part 20 and the Lee County Lobbying Ordinance, No. 03-14.

AFFIANT

The foregoing instrument was acknowledged before me on _____,
by _____ (name of person, officer or agent, title of officer or agent), of
_____ (corporation or partnership, if applicable), a
_____ (State of incorporation or partnership, if applicable), on behalf of
the _____ (Corporation or partnership, if applicable). He/She is personally
known to me or has
produced _____ as identification.

Signature of person taking acknowledgment

Name typed, printed, or stamped

(Title or rank)

Signature of Notary (Serial or Commission No.)

NOTE: THIS FORM IS REQUIRED FROM ALL BIDDERS

**RFB 19-18LKD Grounds Maintenance Service for Southwest Florida International Airport-Multiple Entrances
FORM 4: PUBLIC ENTITY CRIMES FORM**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES

A person, affiliate, or corporation 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 vendor, 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 thirty-six (36) months from the date of being placed on the convicted vendor list.

The Bidder certifies by submission of this form that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal entity, department or agency.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

BIDDER'S NAME: _____

RFB 19-18LKD Grounds Maintenance Service for Southwest Florida International Airport-Multiple Entrances
FORM 5: BIDDER'S SCRUTINIZED COMPANIES CERTIFICATION

BIDDER'S CERTIFICATION

Bidder/Proposer/Consultant hereby certifies under penalties of perjury as of the date of this bid, proposal or letter of qualifications to provide goods and services to the Lee County Port Authority that it has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in Section 287.135, Fla. Stat., is not engaged in business operations in Cuba and Syria; and is not on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

I further certify that I am duly authorized to submit this certification on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT FALSIFICATION OF THIS CERTIFICATION MAY RESULT IN TERMINATION OF THE CONTRACT, DEBARMENT OF THE COMPANY FROM SUBMITTING A BID OR PROPOSAL FOR A PERIOD OF THREE (3) YEARS FROM THE DATE THE CERTIFICATION IS DETERMINED TO BE FALSE, CIVIL PENALTIES, AND THE ASSESSMENT OF ATTORNEY'S FEES AND COSTS AGAINST THE COMPANY. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]

Notary Public

State of _____

County of _____

Sworn to and subscribed before me this _____ day of _____, 20____,

by _____ who produced the following as identification

_____ (Type of identification) or is personally known to me. My

Commission Expires _____.

[stamp or seal]

[Signature of Notary Public]

[Typed or printed name]

RFB 19-18LKD Grounds Maintenance Service for Southwest Florida International Airport-Multiple Entrances
FORM 6: LOCAL PREFERENCE AFFIDAVIT

The firm submitting the attached bid is either (please check one):

- A firm whose principal place of business is located within the boundaries of Lee County, Florida.

Please identify the firm name and physical address below:

_____ (in Lee County, Florida)

- A firm that has provided goods or services to Lee County or the Lee County Port Authority on a regular basis for the preceding consecutive three (3) years *and* has the personnel, equipment, and materials located within the boundaries of Lee County sufficient to constitute a present ability to perform the service or provide the goods for this project.

Please provide the following information:

Number of employees currently working in Lee County full time = _____

Projects completed in Lee County over the last consecutive three (3) years:

_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__

Current Lee County location of equipment, materials and personnel that will be used full time on this project:

_____ (in Lee County, Florida)

- A firm whose principal place of business is located within the boundaries of an adjacent county with a reciprocal Local Vendor Preference agreement.

Please identify the firm name and physical address below:

RFB 19-18LKD Grounds Maintenance Service for Southwest Florida International Airport-Multiple Entrances
FORM 6: LOCAL PREFERENCE AFFIDAVIT (Continued)

- Not a Local Vendor as defined by Lee County Ordinance 00-10, as amended by Lee County Ordinance Nos. 08-26 and 17-16.

Printed Name

Title

Signature

Notary Public – State of _____

County of _____

Sworn to and subscribed before me this _____ day of _____, 20 _____

Personally known _____ or produced identification _____.

My Commission Expires _____

(Type of identification) _____

Printed, typed or stamped commissioned name of Notary Public

BIDDER PROFESSIONAL REFERENCES

Note: For Bids this form will be requested from the apparent low Bidder only, prior to the award.
(not submitted at time of bid)

Provide this form to a minimum of three references. The Authority reserves the right to verbally verify references.

- 1) **Section 1:** Bidder is to complete with reference respondent's information prior to providing to them for their response. (This is **not** the Bidder's information.)
- 2) **Section 2:** Enter the name of the Bidder; provide the project information that the reference respondent is to provide a response for.
- 3) **Section 3:** To be completed by the reference respondent.
- 4) **Section 4:** The reference respondent to print and sign name
- 5) A **minimum of 3 reference responses** are requested to be returned to the Procurement Agent.
- 6) Failure to obtain reference surveys may make your company non-responsive.

FORM 7: PROFESSIONAL REFERENCES

RFB 19-18LD

**Grounds Maintenance Service for
Southwest Florida International Airport-Multiple Entrance(s)**

Section 1	Client/Reference Respondent Information – Please Print Legibly	Please return completed form to:
Name & Title:		Purchasing Agent: <u>Lori DeLoach</u>
Company:		Due Date: _____
Email:		Total # Pages: _____
Phone:		Phone: <u>239-590-4555</u> Fax: <u>239-590-4539</u>
		Email: LKDeLoach@FLYLCPA.COM
Section 2		
Bidder Name:		
Client’s Project Name:		
You or your company have been given as a reference on the project identified above. Please provide responses in section 3:		
Section 3		

1. How long have you done business with this company?

2. What type(s) of business have you done with this company?

3. What is your overall impression of this company’s qualifications?

E (Excellent)	G (Good)	S (Satisfactory)	NS (Not Satisfactory)
---------------	----------	------------------	-----------------------

4. How would you rate the Company’s overall service quality?

5. How would you rate their supervisors and staffing?

6. How would you rate their communication?

7. How would you rate their preventative maintenance program?

8. How would you rate their responsiveness?

9. How would you rate their invoicing and reporting process?

10. WOULD YOU USE THIS COMPANY AGAIN?

E	G	S	NS
E	G	S	NS
E	G	S	NS
E	G	S	NS
E	G	S	NS
E	G	S	NS
YES		NO	

11. Do you have any additional comments regarding the quality of the services this company has furnished and performed at your facility?

RFB 19-18LKD Grounds Maintenance Service for Southwest Florida International Airport-Multiple Entrances
FORM 8: OPTIONAL FORM – NO BID

Note: This form is optional – The Purchasing Office requests that this form be returned to the purchasing office if you are not submitting a bid.

NO BID SUBMISSION

If you are not submitting a Bid, please indicate the reason(s) by checking any appropriate item(s) listed below and returning this form to **Lori DeLoach, CPPB, Senior Procurement Agent, Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913** LKDeLoach@FlyLCPA.com, (239) 590-4539 (fax).

We are not responding to this Authority Bid for the following reason(s):

_____ Services are not available through our company

_____ Our services do not meet the Scope of Services

_____ Circle one - Scope of Services were:

not applicable	too rigid	too vague
not clearly understood	Insufficient time allowed for preparation	

_____ Other reason(s): _____

How did you learn about this solicitation?

- _____ Public Purchase
- _____ Local newspaper
- _____ Florida Airports Council
- _____ Airport Minority Advisory Council
- _____ Word of mouth

Name of Firm: _____

Name of Individual: _____

Telephone Number: _____ Fax: _____

Email Address: _____

DATE: _____

**Cut along the outer border and
affix this label to your sealed solicitation
submission to identify it as a "Sealed Bid"**

SEALED BID • DO NOT OPEN	
SOLICITATION No.:	RFB 19-18LD
SOLICITATION TITLE:	Grounds Maintenance Service for Southwest Florida International Airport Entrance(s)
DATE DUE:	November 22, 2019
TIME DUE:	Prior to: 2:00 PM
SUBMITTED BY:	_____ (Name of Company)
e-mail address	Telephone
DELIVER TO:	Purchasing Office Lee County Port Authority Southwest Florida International Airport 11000 Terminal Access Road, Suite 8671 Fort Myers, Florida 33913
<i>Note: Submittals received after the time and date above will not be accepted.</i>	



Purchasing Office
Lee County Port Authority
Southwest Florida International Airport
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913
(239) 590-4556 Main Line
(239) 590-4555 Lori DeLoach

PLEASE PRINT CLEARLY

V08/02/2019

Exhibit A Skyplex Boulevard

5/21/2019

Skyplex Blvd 1905082042.jpg



727.520.8181
www.aerophoto.com

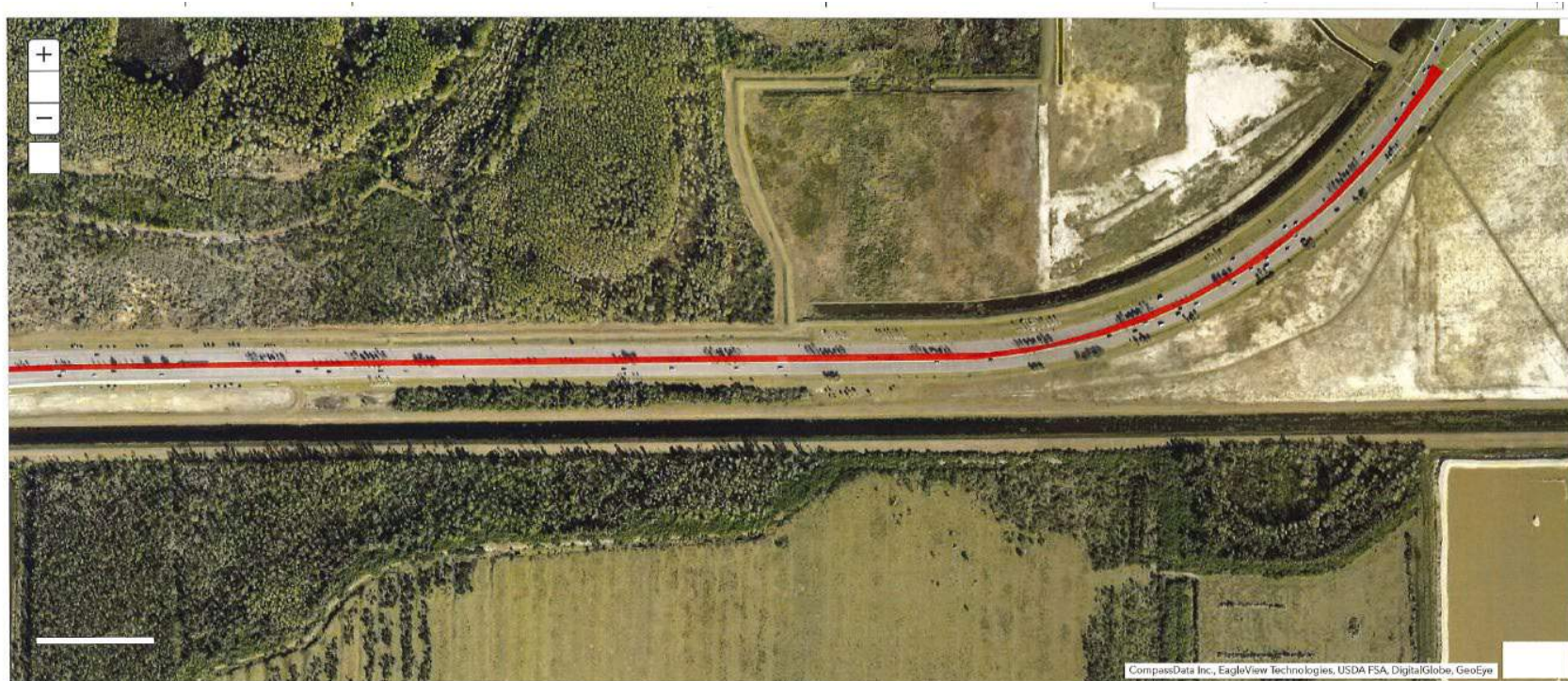
Skyplex Blvd

Image # 42
Date 05.08.19

Exhibit B Terminal Access Road (Intersection(s) of Treeline and Ben Hill Griffin Road)



**RFB 19-18LKD Grounds Maintenance Service for Southwest Florida International Airport-Multiple Entrances
Exhibit C Terminal Access Road (at Welcome sign)**



V08/02/2019

Draft Service Provider Agreement to be posted via Addendum.



Quality – Communication – Attention To Detail – Proactive Solutions

Grounds Maintenance Service for
Southwest Florida International Airport
RFB 19-18LKD



LEE COUNTY PORT AUTHORITY
Southwest Florida
International Airport

Brian Stahl
813.255.1855
BRIANS@TRIMACOUTDOOR.COM
TRIMACOUTDOOR.COM

FULL SERVICE LANDSCAPE MANAGEMENT

JACKSONVILLE – ORLANDO – W PALM BEACH- FT LAUDERDALE – FT MYERS – TAMPA



As we began this proposal process, we looked at all current site conditions such as slopes, turf, shrub and tree health, maintenance access, mowing challenges and obstacles to arrive at our man hour projections. Once those calculations and measurements were compiled using our formulas, and spreadsheets, we derived a plan of attack to provide resolution to those challenges. On the following pages we will outline our plan to improve the overall site conditions. We will fill you in on our systematic approach to providing the services that will benefit your property. At Trimac Outdoor we have built a team of quality industry professionals that are like minded in their approach and passion for quality and customer service. This is the reason, we at Trimac Outdoor are confident in our ability to provide premier, full service landscape management that will offer high value to you and your property.



Approach

- We Strive To Be The Best, Not The Biggest.
- Companywide Focus on Quality
- Customer Service At All Times
- Detail Oriented
- Proactive Solutions
- Consistent Communication
- Internal Communication
- Accountability
- Long Term Relationship Building
- Careful Planning
- Creative Problem Solving
- Take Charge & Accept Responsibility
- Understand Expectations, Deliver Results
- Active Owner
- Horticultural Expertise
- Dedication To a Strong Ethical Standard
- Safety Oriented
- Staff Share A Common Vision-
"Customer Service Equals Success"

CUSTOM SOLUTIONS

At Trimac Outdoor we understand the difference in just maintaining a property and managing the landscape comprehensively. Landscape management is much more than mowing and trimming. Landscape management is about integration and synchronization of a multitude of necessary tasks that need to be completed with precise timing. Our maintenance plans include a proactive approach to identify threats to the appearance of your landscaping, while also creating the opportunity for landscape enhancements. We operate in minute details, that will allow your landscape to stand out. We formulate your landscape maintenance plan so that you have manicured turf, immaculate landscape beds, healthy vibrant trees and shrubs, and high impact flower displays. We are committed to getting the details right, so that you get the most curb appeal possible for your property.





OUR SERVICE OFFERINGS

- LAWN MAINTENANCE
- HORTICULTURAL SERVICES
TURF & ORNAMENTAL
FERTILIZATION, PEST &
WEED CONTROL
- IRRIGATION MANAGEMENT
- ARBORIST SERVICES & TREE
CARE
- LANDSCAPE DESIGN,
CONSTRUCTION &
ENHANCEMENT SERVICES

- Turf & Ornamental Program
 - Our turf & ornamental program will focus on getting your turf color and density back promptly. We will perform a full evaluation on your turf and will eradicate any weeds in the first 30 days and apply a granular fertilizer (24-0-11) which will quickly add density and color.



- Cutbacks
 - We will ensure that annual cutbacks are completed within the first 60 days. Including grasses and knockout roses. This will allow these plants to thrive due to rejuvenation and rid the property of the tired plant material look going forward.



- Trees
 - Trees will receive a comprehensive audit and in the first 30 days. In scope pruning plan of attack for the year will be outlined and coordinated with management, as well as proposals for any out of scope pruning or tree care work necessary to ensure the value of your trees is preserved
- Bed Detail
 - We will provide sufficient manpower to ensure that any weed infestation in the shrub of the beds is eradicated & shrub pruning to optimal shape and size occurs in the first 30 days and continually maintained there after.
- Irrigation
 - We will perform a full irrigation inspection within the first 30 days. We will provide a full audit and report of the system to management. We will suggest any repairs necessary to get the system fully functioning and covering so our turf program will succeed.





Enhancing Curb Appeal

Enhancement is an integral part of landscape management. As your landscape ages, there are always ways to enhance your current conditions and landscape environments. Our team will provide unparalleled service and response time, along with innovative landscape ideas. We always use forward thinking design ideas that keep your long term goals and future operating costs in mind. At Trimac, we will be your humble advisor for your landscape environments. We have horticulturists on staff, trained to give your property just the right touch to reach its full potential. We will provide solutions and suggestions within our first 30 days so that future budgeting and forecasting can be considered.



Innovative Problem Solving





Quality – Customer Service – Attention To Detail – Proactive Solutions

MISSION

Guided by our 4 core values of Quality, Customer Service, Attention to Detail and Proactive Solutions, we provide premier level commercial landscape management services to our clients. We will always innovate and operate in a forward thinking proactive way that puts our clients needs first, and their goals at the forefront. All of our long term strategies and short term actions are molded by our core values and shared by each member of our team. This outlook and relentless pursuit of our core values allows us to meet or exceed our clients expectations on a consistent basis.

Josh Fletcher
President



WHAT THIS MEANS TO US

We understand you have many choices when it comes to Landscape Management. Trimac was built from the bottom up with the intention of being the quality solution to all of the major issues that face commercial property managers and owners. Our core values solve these main issues. When choosing Trimac, you have a partner that values quality and customer service above all else. All of our actions are centered around you, the client.

With Trimac Outdoor, you are always one phone call away from the owner at any time. No corporate hierarchy, no searching for answers. We have all of the management layers in place to manage your landscape effectively, yet no corporate overkill that bogs down progress. We have a relentless passion to strive for perfection and the backing of an owner that will fix any issues that may arise. Our support staff has over 200 years of horticultural and landscape acumen. This staff currently manages over 50 million square feet of happy, beautifully manicured landscapes.

So you might be wondering, how important is your account to Trimac? Will we be just another account, just another source of revenue? Your property is everything to us. It is an opportunity for a long term relationship, the chance to turn a property around and use as a marketing tool. We want to make your property so beautiful, that the photos are used in our marketing materials. We look at every property this way, as an opportunity to grow personally and professionally. Thank you for considering Trimac Outdoor!



Phone: 904.505.4694

www.trimacoutdoor.com





THE TRIMAC DIFFERENCE

So what is the Trimac Outdoor difference? What makes us stand out in a crowded field of commercial landscape management firms? We're glad you asked, let us lay it out for you below.

1. We have an active owner. We have all of the levels of management, yet we have a decisive client minded owner. We do not have to get time consuming corporate approval for labor hours, or necessary tools and materials to do the job correctly. We put the client first in everything we do. When the owner is personally visiting and viewing the sites, you get a whole new level of quality and service.
2. Our 30 day blitz. When we take over your property, we want you to see significant improvement within our first 30 days. We call this a 30 day blitz.
 - We complete a full detail of landscape beds and shrubs that may have been neglected back into their manicured, weed free, original intended state of beauty. We get your turf fertilized with powerful fertilizers custom blended for density and color. We eradicate turf weeds and pest in the same treatment. We want your turf to start off on the right foot under our care.
 - Canopy all low hanging trees
 - De weed and de vine shrubbery
 - Full irrigation audit and inspection reported directly to the property manager.
3. Proactive Solutions. We know you have enough to worry about, with this in mind, we proactively manage your landscape. We provide consistent communication through our detailed reports and quality audits. We provide proactive solutions so you don't have to manage every little detail. When you use Trimac Outdoor, you can enjoy the sense of being in complete control and having thorough information and reports to back up the services and products being provided.

REFERENCE PROPERTIES

Gramercy Woods - 9000 Southside Blvd, Jacksonville FL
Judy Rycraft & Trena Brown - 904.518.5407



Ocean Gallery CDD & 5 Associations - 4600 A1A S, St
Augustine, FL 32080
Scott Simmons - General Manager 904.209.5781



OVER 70 MILLION SQUARE FEET OF LANDSCAPES MANAGED

REFERENCE PROPERTIES

Heritage at Deerwood Association - 10901 Burnt Mill Rd
Jacksonville FL 32256.



Greenbrier Association - Bartram Park



OVER 70 MILLION SQUARE FEET OF LANDSCAPES MANAGED

REFERENCE PROPERTIES

GoldOller Portfolio



OVER 70 MILLION SQUARE FEET OF LANDSCAPES MANAGED

TRIMAC OUTDOOR



Josh Fletcher – President. Josh has made it a focal point to staff Trimac with enthusiastic, like minded, experienced industry leaders. With over 14 years of landscape acumen, Josh now leads his team through direct involvement and a passion for quality and client satisfaction. Josh harnesses his competitive spirit to build an organization that provides premier quality service and an unparalleled client experience on a large scale. Josh studied Business Administration at the University of Memphis.



Todd Murphy – General Manager. With a background of 28 years in commercial landscape maintenance, design and development, Todd brings a wealth of experience to the table. Todd's experience has involved many of the large scale premier properties in Florida. Todd is directly responsible for all operations, procedures and client satisfaction. Todd believes the only way to do business is by doing right by our clients and our employees. Integrity & honesty are the backbone of his approach. All Trimac Outdoor management positions report directly to Todd.



Matt Shelton – Account Manager. Matt has a BS in Turf & Golf course management from Michigan State University, as well as an associates degree in horticultural science. Matt is a certified arborist, is planet certified and as well as a certified rainbird auditor. Matt has 28 years of industry experience on a wide array of commercial maintenance and construction projects. Matt deals directly with clients on a daily basis ensuring that their goals are met and that our quality & customer service standards are maintained.



Milo Williams – Director of Business Development. Milo runs our marketing and business development team. Milo creates long term relationships based on the simple philosophy of doing the right thing, proactively, with attention to detail and doing it all with passion and enthusiasm. For the last 18 years Milo has lived this motto. His energetic outlook is addictive. Milo received a BS in Entomology from the University of Ohio.



Brian Stahl – Business Development. Brian brings a passion for helping others to the commercial landscape industry. With a background in sales, marketing, and customer service in both the sport fishing and eyecare industries, Brian now focuses on assisting future partners receive the care and quality that their investments deserve. He believes not just in customer service, but customer satisfaction. Brian focuses on building relationships in West and Central Florida.

Great people, one focus....You!



Jill Veitch – Landscape Designer. Jill graduated with a BS in Broadcast Communications from UNF as well as her Landscape Design Certification from the New York Institute of Art & Design. Jill's passion is creating premier landscapes using forward thinking, innovative design that considers the current budget and future landscape maintenance operating costs.



Angel Jerrell – Office Administrator. Angel works to coordinate office activities and operations to ensure a seamless experience throughout the client relationship. Angel has 7 years of client relations supporting needs of high-profile clients while ensuring confidentiality. She believes that every client should be addressed quickly and be treated with kindness and respect. Angel holds an Associate degree in Theatre and Entertainment from Florida School of the Arts.



Joey North – Account Manager. Joey is a valued Account Manager handling accounts in South Florida. Joey handles client interaction and communication, job scheduling and coordination as well operational duties relating to his portfolio. Joey leads his teams with enthusiasm and a steady hand. Joey has over 14 years of commercial landscape maintenance and construction experience on a wide array of large commercial projects. Joey is BMP certified and holds his BMP chemical certification.



Jack Crawford – Production Manager. With over 30 years experience in the landscape industry, Jack brings a wealth of experience and knowledge from irrigation, and landscape maintenance to landscape construction and build. Jack is on the national OSHA safety council, and has his irrigation certification license. He is a combat vet, with 8 years in the Air Force on Special Operations Teams. Jack has his BS in Meteorology from the Air Force Academy.

Staffing & Hiring Procedures

When you read our mission statement, you will see that it is our vision that we create premier service and value to our clients through our service. We know the only way to do this is with quality people. With this in mind, we have set out to hire the top industry professionals with past experience on large projects and serious landscape acumen. We do this through a thorough hiring process, which involves background checks and face to face interviews. We hire like minded passionate people who share our vision for quality and customer service and want to be a part of the ultimate customer experience. Our owner does a final interview with all management positions to determine if the hire will be a good fit for our company and our present and future clientele. We take your decision to consider Trimac Outdoor very seriously, and hire accordingly. Just remember, when you choose us, we have already considered this moment when we made our hires. Thank you for considering our great people as the stewards of your beautiful landscape!

Equipment

- 10-Ford F-150 Crew Trucks
- 42-Ford F-250 Crew Trucks
- 6-Ford F350 Crew Dump Trucks
- 17-Dodge Ram Crew Trucks
- 75-16' Triple Crown Equipment Trailers
- 3-Texas Pride Dump Trailers
- 2-Dodge Ram 100 Gallon Spray Trucks
- 5-John Deere Gators
- 3-John Deere Z930 60" Mowers
- 4-John Deere Z920 54" Mowers
- 2-John Deere Z910 36" Mowers
- 48-Wright ZK Standard 48"
- 42-Wright ZK Standard 52"
- 12-Wright ZK Standard 72"
- 23-HPV Little Wonder Leaf Vacuums
- 488-2 Cycle Edgers, Blowers, and Line Trimmers
- 12-Isuzu NPR Quad Cabs



Best Management Practices



Pest Control License

State of  Florida

Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement

PEST CONTROL LICENSE

Number: JB282395

TRIMAC OUTDOOR
10701 HOOD ROAD SOUTH, JACKSONVILLE, FL 32257

This is to Certify that the Pest Control Firm named above is licensed by the State of Florida, Department of Agriculture and Consumer Services for the Year Ending March 31, 2020 as prescribed by Law.


NICOLE "NIKKI" FRIED
Commissioner of Agriculture

Issue Date: March 13, 2019

FDACS 13618.06/01

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Commercial Landscape Professionals, Inc.	
2 Business name/disregarded entity name, if different from above dba Trimac Outdoor	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. 1579 Wild Fern Drive	Requester's name and address (optional)
6 City, state, and ZIP code Fleming Island, FL 32003	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.


Social security number									
or									
Employer identification number									
8	2	-	4	7	8	8	5	6	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 5/20/2019
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER George A Zellner Co 4114 Sunbeam Road Suite 101 Jacksonville FL 32257-	CONTACT NAME: Certificates Desk PHONE (A/C, No, Ext): (904)366-1492 FAX (A/C, No): (904)364-4328 E-MAIL ADDRESS: certificates@zellnerinsurance.com																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>AmTrust North America</td> <td>15954</td> </tr> <tr> <td>INSURER B:</td> <td>Auto-Owners Insurance Company</td> <td>40231</td> </tr> <tr> <td>INSURER C:</td> <td>Markel Specialty</td> <td>38970</td> </tr> <tr> <td>INSURER D:</td> <td>Main Street America</td> <td>13412</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	AmTrust North America	15954	INSURER B:	Auto-Owners Insurance Company	40231	INSURER C:	Markel Specialty	38970	INSURER D:	Main Street America	13412	INSURER E:			INSURER F:	
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INSURER F:																					
INSURED Commercial Landscape Professionals J Fletcher Enterprises dba Trimac Outdoor 10701 Hood Rd S Fleming Island FL 32003-																					

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

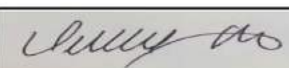
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X X	194622-78505946	09/10/2019	09/10/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 HNCA \$ 2,000,000
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X X	B1P6844P	09/06/2019	09/06/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEF. RETENTION \$	X	52-565701-00	10/21/2019	10/21/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	AWC1125078	03/20/2019	03/20/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability		GPLMOL101438	10/09/2019	10/09/2020	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 CORTLAND MANAGEMENT, LLC AND THE OWNERSHIP ENTITIES OF ALL OWNED OR MANAGED PROPERTIES that the vendor/contractor provides goods or services to are additional insured on the general liability policy.

CERTIFICATE HOLDER

CANCELLATION

AI 017291

Trimac Outdoor SAMPLE COI	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
------------------------------	--

PART E – FORMS

Note: This form must be submitted with the bidder's bid submittal

FORM 1: BIDDER'S CERTIFICATION

I have carefully examined this Request for Bids (RFB) which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid.

Addendum #	<u>1</u>	Date:	<u>11/18/2019</u>	Addendum #	_____	Date:	_____
Addendum #	_____	Date:	_____	Addendum #	_____	Date:	_____

I hereby propose to provide the services requested in this bid. I agree to hold pricing for at least 150 calendar days so that the Authority will have time to properly evaluate this bid. I agree that the Authority terms and conditions (<http://www.flylcpa.com/purchasing/>) herein shall take precedence over any conflicting terms and conditions submitted with the bid and agree to abide by all conditions of this document.

I certify that all information contained in the bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

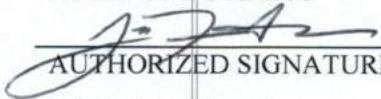
I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company, or corporation submitting a bid for the same product or service; no officer, employee or agent of the Authority or of any other Company who is interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Commercial Landscape Professionals
DBA Trimac Outdoor

1579 Wild Fern Dr.

NAME OF BUSINESS

MAILING ADDRESS



Fleming Island, FL 32003

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

Josh Fletcher, President

904-505-4694/904-592-7003

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

82-4788560

angel@trimacoutdoor.com

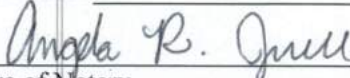
FEDERAL IDENTIFICATION #

EMAIL ADDRESS

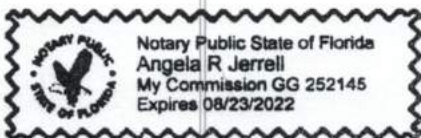
State of: Florida

County of: Clay

This foregoing instrument was acknowledged before me this _____ 19th _____ day of November _____, 2019, by Josh Fletcher, who is personally known to me or produced _____ as identification.


Signature of Notary

GG 252145
Serial/Commission No.





Purchasing Office
11000 Terminal Access Road, Suite 8671
Fort Myers, FL 33913
Direct Line: (239) 590-4555
Fax: (239) 590-4539
LDeLoach@flylepa.com

Posted Date: November 18, 2019

Solicitation No.: RFB 19-18LKD

Solicitation Name: Grounds Maintenance Services-Multiple Entrances

Subject: Addendum Number 1

Interested parties are officially informed that the above-referenced solicitation is hereby revised, changed, and supplemented as set forth in the following pages. Incorporation of this addendum must be acknowledged on the Bidder's Certification Form.

- ATTACHMENTS:** A1-1 Draft Service Provider Agreement (28 pages)
 A1-2 Pre-bid Sign-in Sheet (2 pages)
 A1-3 RFB 18-11 (Previous Solicitation) Bid Tab (1 page)
 A1-4 Terminal Access Road-Intersection updated diagram (Exhibits D, E, F)

1.	Could you provide the estimated value for this project?
Answer	Skyplex Boulevard is newly established therefore, maintenance costs have not been established.

2.	Can you provide the number of irrigation zones for all sites-Skyplex and Terminal Access Road (if applicable) and/or a site plan map for the newly installed Skyplex Blvd.
Answer	Irrigation is not part of this project. Site plans were attached to the solicitation package Exhibits A-C. Also additional diagrams, Exhibits D-F, have been attached herein A1-4 to provide additional detail.

3.	Are we to include pricing for pruning of the foxtail palms? I see verbiage regarding saw palmetto pruning, but nothing regarding palm trimming.
Answer	Trimming of Foxtail palms is not part of this project.

4.	Is turf fertilization, as well as mulching, to be included in the pricing?
Answer	Fertilization and mulching are not part of this project.

5.	Can the bid tabulation be provided for the last time this was bid?
Answer	See attachment A1-3. However, prospective bidders should note that the requirements of this Request for Bids are different from those in the previous solicitation.

Reminder: Submittals are due: Friday, November 22, 2019, prior to 2:00 PM (local time), 11000 Terminal Access Road, Third Floor Suite 8671, Fort Myers, FL 33913-8899

BIDDER IS REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BID BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS REMAIN THE SAME.



Melissa Wendel, CPPO
Procurement Manager
Lee County Port Authority

cc: Gregory Hagen, Port Authority Attorney
Scott Davis, Department
Lori DeLoach, Purchasing Agent

BIDDER'S NAME: Trimac Outdoor

DATE: NOVEMBER 22, 2019
TIME: 2:00 P.M. LOCAL TIME

Purchasing Office
 Lee County Port Authority
 Southwest Florida International Airport
 11000 Terminal Access Road, Suite 8671
 Fort Myers, Florida 33913

The undersigned, hereinafter called "BIDDER," having become familiar with the local conditions, nature, and extent of the work, and having examined carefully the bid documents, including but not limited to, General Information, Special Instructions and Requirements, Specifications and other Contract Documents, and having fulfilled bid requirements herein, Bidder is to furnish all labor, materials, equipment, and other items, facilities and services for the purchase of:

Grounds Maintenance Service for Southwest Florida International Airport Multiple Entrance(s)

in full accordance with the solicitation documents, contract documents and all other documents related thereto on file in the Purchasing Office and, if awarded the contract, to complete the said work within the time limits specified for the total bid price awarded, which is based on the following bid schedule:

Area 1: Skyplex Boulevard

Bid Item Number	Description	Unit of Measure	Unit Price	Estimated Quantity	Extended Amount (estimated yearly amount) (Unit price x Est. Qty.)
1	Pre-Service Video	each	\$ N/C	2	\$ N/C
2	Mow, Edge, Pruning, Trimming, Clean-up and debris removal	monthly	\$ 3,127.00	12	\$ 37,524.00
3	Weed Control	monthly	\$ 800.00	12	\$ 9,600.00
TOTAL AREA 1: Skyplex Boulevard (items 1-3)					\$ 47,124.00

COMPANY NAME: Trimac Outdoor

Area 2: Terminal Access Road

Bid Item Number	Description	Unit of Measure	Unit Price	Estimated Quantity	Extended Amount (estimated yearly amount) (Unit price x Est. Qty.)
4	Pre-Service Video	each	\$ N/C	2	\$ N/C
5	Mow, Edge, Pruning, Trimming, Clean-up and debris removal	monthly	\$ 3,099.00	12	\$ 37,188.00
6	Weed Control	monthly	\$ 800.00	12	\$ 9,600.00
TOTAL AREA 2: Terminal Access, Treeline and Ben Hill Griffin Road(s) (items 4-6)					\$ 46,788.00
Grand Total: (Area 1 and Area 2)					\$ 93,912.00
GRAND TOTAL: Ninty Three Thousand Nine Hundred Twelve Dollars and No Cents					
(Use Words to Write Grand Total)					

FORM 3: LOBBYING AFFIDAVIT

STATE OF: Florida

COUNTY OF: Clay

JOSH FLETCHER

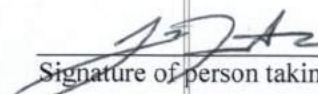
being first duly sworn, deposes and says that he or she is the (sole owner) (general partner) (joint venture partner)

(president) (secretary) or (authorized representative) (circle one) of Trimac Outdoor

(Bidder), maker of the attached bid and that neither the Bidder nor its agents have lobbied to obtain an award of the Agreement required by this Bid from the Lee County Board of Port Commissioners, members of the Airports Special Management Committee, or employees of the Lee County Port Authority, individually or collectively, regarding this Authority Bids. The prospective Bidder further states that it has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. 1352 and 49 CFR Part 20 and the Lee County Lobbying Ordinance, No. 03-14.

JOSH FLETCHER
AFFIANT

The foregoing instrument was acknowledged before me on November 19, 2019, by Josh Fletcher, President (name of person, officer or agent, title of officer or agent), of Trimac Outdoor (corporation or partnership, if applicable), a Florida Commercial Landscape Company (State of incorporation or partnership, if applicable), on behalf of the Corporation (Corporation or partnership, if applicable). He/She is personally known to me or has produced N/A as identification.


Signature of person taking acknowledgment

Josh Fletcher
Name typed, printed, or stamped

President
(Title or rank)

Angela R. Jull GG252145
Signature of Notary (Serial or Commission No.)

NOTE: THIS FORM IS REQUIRED FROM ALL BIDDERS

FORM 4: PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES

A person, affiliate, or corporation 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 vendor, 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 thirty-six (36) months from the date of being placed on the convicted vendor list.

The Bidder certifies by submission of this form that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal entity, department or agency.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

BIDDER'S NAME: Trimac Outdoor



RFB 19-18LKD Grounds Maintenance Service for Southwest Florida International Airport-Multiple Entrances
FORM 5: BIDDER'S SCRUTINIZED COMPANIES CERTIFICATION

BIDDER'S CERTIFICATION

Bidder/Proposer/Consultant hereby certifies under penalties of perjury as of the date of this bid, proposal or letter of qualifications to provide goods and services to the Lee County Port Authority that it has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in Section 287.135, Fla. Stat., is not engaged in business operations in Cuba and Syria; and is not on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

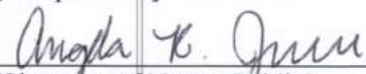
I further certify that I am duly authorized to submit this certification on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

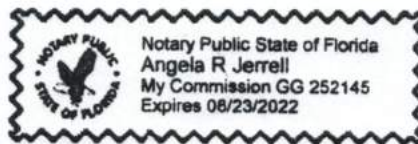
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT FALSIFICATION OF THIS CERTIFICATION MAY RESULT IN TERMINATION OF THE CONTRACT, DEBARMENT OF THE COMPANY FROM SUBMITTING A BID OR PROPOSAL FOR A PERIOD OF THREE (3) YEARS FROM THE DATE THE CERTIFICATION IS DETERMINED TO BE FALSE, CIVIL PENALTIES, AND THE ASSESSMENT OF ATTORNEY'S FEES AND COSTS AGAINST THE COMPANY. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


[Signature]

Notary Public
State of Florida
County of Clay

Sworn to and subscribed before me this 19th day of November, 2019,
by Josh Fletcher who produced the following as identification
(Type of identification) or is personally known to me. My
Commission Expires 8/23/2022.

[stamp or seal]

[Signature of Notary Public]
Angela R. Jerrell
[Typed or printed name]



RFB 19-18LKD Grounds Maintenance Service for Southwest Florida International Airport-Multiple Entrances
FORM 6: LOCAL PREFERENCE AFFIDAVIT

The firm submitting the attached bid is either (please check one):

- A firm whose principal place of business is located within the boundaries of Lee County, Florida.

Please identify the firm name and physical address below:

Trimac Outdoor
16151 Pine Ridge Road
Ft. Myers, FL 33908

_____ (in Lee County, Florida)

- A firm that has provided goods or services to Lee County or the Lee County Port Authority on a regular basis for the preceding consecutive three (3) years *and* has the personnel, equipment, and materials located within the boundaries of Lee County sufficient to constitute a present ability to perform the service or provide the goods for this project.

Please provide the following information:

Number of employees currently working in Lee County full time = _____

Projects completed in Lee County over the last consecutive three (3) years:

_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__

Current Lee County location of equipment, materials and personnel that will be used full time on this project:

Alan Werner
Ivan Acevedo
Calvin Goff

see attached for equipment list (in Lee County, Florida)

- A firm whose principal place of business is located within the boundaries of an adjacent county with a reciprocal Local Vendor Preference agreement.

Please identify the firm name and physical address below:

RFB 19-18LKD Grounds Maintenance Service for Southwest Florida International Airport-Multiple Entrances
FORM 6: LOCAL PREFERENCE AFFIDAVIT (Continued)

- Not a Local Vendor as defined by Lee County Ordinance 00-10, as amended by Lee County Ordinance Nos. 08-26 and 17-16.

Josh Fletcher

Printed Name

President

Title

Signature

Notary Public – State of Florida

County of Clay

Sworn to and subscribed before me this 19th day of November, 20 19

Personally known or produced identification

My Commission Expires 8/23/2022

(Type of identification)

Angela R. Jerrell
Printed, typed or stamped commissioned name of Notary Public





**11000 Terminal Access Road
Suite 8671
Fort Myers, Florida 33913**

REQUEST FOR BIDS (RFB)

RFB 19-18LKD

FOR

**Grounds Maintenance Service for
Southwest Florida International Airport-Multiple Entrance(s)**

DATED: October 25, 2019

PURCHASING OFFICE DESIGNATED CONTACT

Lori DeLoach, CPPB, Senior Procurement Agent

LKDeLoach@FlyLCPA.COM

TELEPHONE: (239) 590-4555

Non-Mandatory PRE-BID MEETING:

**Friday, November 08, 2019, 10:00 AM Local Time, at Training
Center: 15924 Air Cargo Lane, Fort Myers, FL 33913**

INQUIRY/CLARIFICATION REQUEST DEADLINE:

Thursday, November 14, 2019, TIME: 2:00 P.M., Local Time

BIDS DUE:

Friday, November 22, 2019, TIME: 2:00 P.M., Local Time

PART E – FORMS

Note: This form must be submitted with the bidder's bid submittal

FORM 1: BIDDER'S CERTIFICATION

I have carefully examined this Request for Bids (RFB) which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid.

Addendum # 1 Date: 11/18/19 Addendum # _____ Date: _____
Addendum # _____ Date: _____ Addendum # _____ Date: _____

I hereby propose to provide the services requested in this bid. I agree to hold pricing for at least 150 calendar days so that the Authority will have time to properly evaluate this bid. I agree that the Authority terms and conditions (<http://www.flylcpa.com/purchasing/>) herein shall take precedence over any conflicting terms and conditions submitted with the bid and agree to abide by all conditions of this document.

I certify that all information contained in the bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company, or corporation submitting a bid for the same product or service; no officer, employee or agent of the Authority or of any other Company who is interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

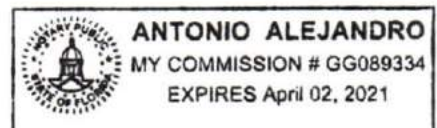
P&T Lawn and Tractor Svc. 15980 Old Olga Road
NAME OF BUSINESS MAILING ADDRESS
Teena Zielinski Alva, FL 33920
AUTHORIZED SIGNATURE CITY, STATE & ZIP CODE
Teena Zielinski, Pres. 239-694-4848
NAME, TITLE, TYPED TELEPHONE NUMBER / FAX NUMBER
65-0249564 ztepet@comcast.net
FEDERAL IDENTIFICATION # EMAIL ADDRESS

State of: Florida
County of: Lee

This foregoing instrument was acknowledged before me this 21st day of November, 2019, by Teena Zielinski, who is personally known to me or produced personally known to me as identification.

[Signature]
Signature of Notary

GG089334 / 4/2/21
Serial/Commission No.





Purchasing Office
 11000 Terminal Access Road, Suite 8671
 Fort Myers, FL 33913
 Direct Line: (239) 590-4555
 Fax: (239) 590-4539
 LDeLoach@flylcpa.com

Posted Date: November 18, 2019

Solicitation No.: RFB 19-18LKD

Solicitation Name: Grounds Maintenance Services-Multiple Entrances

Subject: Addendum Number 1

Interested parties are officially informed that the above-referenced solicitation is hereby revised, changed, and supplemented as set forth in the following pages. Incorporation of this addendum must be acknowledged on the Bidder's Certification Form.

- ATTACHMENTS:** A1-1 Draft Service Provider Agreement (28 pages)
 A1-2 Pre-bid Sign-in Sheet (2 pages)
 A1-3 RFB 18-11 (Previous Solicitation) Bid Tab (1 page)
 A1-4 Terminal Access Road-Intersection updated diagram (Exhibits D, E, F)

1.	Could you provide the estimated value for this project?
Answer	Skyplex Boulevard is newly established therefore, maintenance costs have not been established.

2.	Can you provide the number of irrigation zones for all sites-Skyplex and Terminal Access Road (if applicable) and/or a site plan map for the newly installed Skyplex Blvd.
Answer	Irrigation is not part of this project. Site plans were attached to the solicitation package Exhibits A-C. Also additional diagrams, Exhibits D-F, have been attached herein A1-4 to provide additional detail.

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Answer	Trimming of Foxtail palms is not part of this project.

4.	Is turf fertilization, as well as mulching, to be included in the pricing?
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5.	Can the bid tabulation be provided for the last time this was bid?
Answer	See attachment A1-3. However, prospective bidders should note that the requirements of this Request for Bids are different from those in the previous solicitation.

Reminder: Submittals are due: Friday, November 22, 2019, prior to 2:00 PM (local time), 11000 Terminal Access Road, Third Floor Suite 8671, Fort Myers, FL 33913-8899

BIDDER IS REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BID BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS REMAIN THE SAME.



Melissa Wendel, CPPO
Procurement Manager
Lee County Port Authority

cc: Gregory Hagen, Port Authority Attorney
Scott Davis, Department
Lori DeLoach, Purchasing Agent

Contract Number _____
Vendor Number _____

LEE COUNTY PORT AUTHORITY
SERVICE PROVIDER AGREEMENT
GROUNDS MAINTENANCE SERVICE FOR
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT
MULTIPLE ENTRANCE(S)
RFB 19-18LKD

THIS SERVICE PROVIDER AGREEMENT is entered this ____ day of _____, 2019, between the LEE COUNTY PORT AUTHORITY, a political subdivision and special district of the State of Florida ("AUTHORITY"), at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and _____, a _____ corporation, authorized to do business in the State of Florida, ("PROVIDER"), at _____, Federal Identification Number _____.

WITNESSETH

WHEREAS, the Authority desires to obtain goods and/or services from Provider as described below for ground maintenance at the Southwest Florida International Airport in Fort Myers, Florida; and,

WHEREAS, the Provider certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by any applicable State Boards or Government Agencies responsible for regulating and licensing the services to be provided under this Agreement; and,

WHEREAS, the Provider has reviewed the goods and/or services required under this Agreement and has submitted a bid or quote agreeing to provide the requested goods or services, and states that it is qualified, willing and able to provide and perform all such services and provide any goods required according to the provisions, conditions and terms below and in accord with all governing federal, state and local laws and regulations; and

WHEREAS, the Provider has been selected to provide the goods and/or services described below as the result of a competitive selection process by Authority in accord with any applicable Florida Statutes and the Authority's Purchasing Policy, as approved by the Authority's Board of Port Commissioners.

NOW, THEREFORE, in consideration of the foregoing and the provisions contained herein, and the mutual consideration described below, the parties agree as follows:

1.0 RECITALS

The recitals set forth above are true and correct and are incorporated into the terms of this Agreement as if set forth herein at length.

2.0 SCOPE OF SERVICES

Provider hereby agrees to provide the goods and/or perform the services required to complete the work set out in Exhibit "A", entitled "Scope of Services", which is attached hereto and made a part of this Agreement.

3.0 REQUEST FOR BIDS AND PROVIDER'S BID - INCORPORATION BY REFERENCE

The terms of the Request for Bids, and Provider's Bid received in response to that Request, including any supplementary representations from Provider to Authority during the selection process, are hereby merged into and incorporated by reference as part of this Agreement. If there are any conflicts between the terms of the Request for Bids and this Agreement, or the Provider's Bid and this Agreement, the terms of this Agreement will control. The parties acknowledge that the Authority has relied on Provider's representations and the information contained in Provider's Bid and that those representations and this information has resulted in the selection of Provider to provide goods or perform services under this Agreement.

4.0 TERM OF AGREEMENT

The term of this Agreement will be for up to one (1) year with an option reserved to the Authority to extend the term of this Agreement for three (3) additional one-year renewal periods by notifying the Provider in writing, at least thirty (30) days in advance, of this expiration date of the initial term or any extension term. Services for area 1 will commence on the first day of the month following approval by the Board of Port Commissioners and will conclude on May 31, 2020. Services for Area 2 will commence on June 1, 2019 and conclude on May 31, 2020. Extension of this Agreement for the renewal periods will be upon the same terms and conditions, including pricing, and shall be at the sole discretion of the Authority.

5.0 LICENSES

The Provider agrees to obtain and maintain throughout the term of this Agreement, all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by any applicable State Boards or

other governmental agencies responsible for regulating and licensing the services provided and performed by the Provider.

6.0 PERSONNEL

The Provider agrees that when the services to be provided and performed relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such service(s), to employ and/or retain only qualified personnel to be in charge of all such professional services to be provided under this Agreement.

Services performed under this Agreement shall be performed by Provider's own staff, unless agreed in advance by the Authority.

7.0 STANDARDS OF SERVICE

Provider agrees to provide and perform all services under this Agreement in accordance with generally accepted standards of practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agency that regulates or has jurisdiction over the services to be provided and/or performed by the Provider.

8.0 INDEMNIFICATION AND HOLD HARMLESS

The Provider agrees to be liable for, and shall indemnify, defend and hold harmless Lee County and Authority and their respective commissioners, officers, employees and agents, from and against any and all claims, liabilities, suits, judgments for damages, losses and expenses, including but not limited to court costs, expert witness and professional consultation services, and reasonable attorneys' fees arising out of or resulting from the Provider's services or provision of goods under this Agreement, or Provider's errors, omissions, negligence, recklessness, or the intentional misconduct of Provider or any agent, employee or other person employed or used by Provider in performance of services under this Agreement regardless of whether or not caused by a party indemnified hereunder.

9.0 COMPENSATION AND METHOD OF PAYMENT

9.1 The Authority shall pay the Provider for all requested and authorized goods provided or services completed in accordance with the requirements, provisions, and/or terms of this Agreement based on the compensation schedule set forth in Exhibit "B," which is attached hereto and made a part of this Agreement, either in a Lump Sum/Not to Exceed Amount or for Work in Progress, based upon Provider's monthly invoice, as described in this Section.

9.2 METHOD OF PAYMENT

- (a) LUMP SUM - Upon Authority's acceptance of Providers' work, Authority will pay Provider a lump sum as specified in Exhibit "B".

Lump Sum Fees are understood and agreed to include all direct and indirect labor costs, personnel related costs, overhead and administrative costs, costs of sub-consultant(s) and/or subcontractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Provider as may be required and/or necessary to complete each and every task set forth in the Scope of Services.

- (b) MONTHLY STATEMENTS - The Provider shall be entitled to submit not more than one invoice to the Authority for each calendar month. The monthly invoice shall cover services rendered and completed during the preceding calendar month. The Provider shall submit the invoices to the Authority's Finance Department. The Provider's invoice(s) shall be itemized to correspond to the basis of compensation as set forth in this Agreement, or any Amendment or Supplemental Agreement. Invoices shall include an itemized description of the project, the amount of time expended, and a description of the goods and services provided. The invoices shall be accompanied by a monthly progress report specifying the activities of the previous month and the planned activities for the next month. Failure by the Provider to follow these instructions shall result in an unavoidable delay of payment by the Authority.

- (c) PAYMENT SCHEDULE - The Authority shall issue payment to the Provider within thirty (30) calendar days after acceptance of the goods or services and receipt of an invoice from the Provider that is in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the Authority object or take exception to the amount of any Provider's invoice, the Authority shall notify the Provider of such objection or exception within thirty (30) days. If such objection or exception remains unresolved at the end of the thirty (30) day period, the Authority shall withhold the disputed amount and make payment to the Provider of all amounts not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

9.3 TRAVEL/DIRECT COSTS - Provider may invoice Authority for the actual cost of express mail, printing, long distance telephone and other direct cost approved by the Authority in advance and in writing. In addition, Provider may be reimbursed for travel expenses incurred on Authority's behalf that comply with Section 112.061, Florida Statutes, and have been approved by Authority in advance and in writing.

10.0 LIQUIDATED DAMAGES

All work that does not meet the standards set out in this scope of work must be corrected before the Authority will authorize payment. The Authority has the right to deny payment for any work, or portion of work, not completed in accordance with the terms set forth in the Agreement. The Provider may be assessed liquidated damages for failure to complete the work within the scheduled time period or for failure to perform corrective work within seven (7) calendar days from the date of written notice from the Authority specifying the corrective work required. Liquidated damages shall be assessed or deducted from any amounts due to the Provider in the amount of \$100.00 for each consecutive calendar day from the date of written notice until the work is completed. Liquidated damages will be assessed not as a penalty but as an estimate of the Authority's damages if the work is not completed within the established time frame. The work shall be deemed to be complete on the date the Authority accepts it.

11.0 FAILURE TO PERFORM

Should the Provider fail to commence, provide, perform and/or complete any of the services and work required under this Agreement in a timely and diligent manner, the Authority may consider such failure as cause to terminate this Agreement. As an alternative to termination, the Authority may, at its option, withhold any or all payments due and owing to the Provider, not to exceed the amount of the compensation for the work in dispute, until such time as the Provider resumes performance of its obligations in accordance with the time and schedule of performance requirements set forth in this Agreement.

12.0 AUTHORITY'S REPRESENTATIVE

The James Furioli, Airport Maintenance Director, shall administer this Agreement for Authority.

13.0 PUBLIC RECORDS

Provider acknowledges that any information concerning its services may be exempt from disclosure under the Florida Public Records Law as follows:

(1) **Airport Security Plans** - The Southwest Florida International Airport security plan, and other critical operational materials designated by the Authority, are exempt from disclosure as public records under Section 331.22, Florida Statutes (2001).

These materials include, but are not limited to, any photograph, map, blueprint, drawing, or similar material that depicts critical operational information that the Authority determines could jeopardize airport security if generally known.

(2) **Building Plans** - Provider further acknowledges that Section 119.07(3)(b)1., Florida Statutes, exempts building plans, blueprints, schematic drawings,

and diagrams depicting internal layouts and structural elements of a public building from the disclosure requirements of the Florida Public Records Law.

(3) **Airport Security Systems** - Section 281.301, Florida Statutes, exempts information relating to the security systems for any property owned by or leased to the Authority and any information relating to the security systems for any privately-owned or leased property which is in Authority's possession, including all records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to or revealing such systems or information, and all meetings relating directly to or that would reveal such systems or information, is confidential and exempt from disclosure.

Section 119.071(3)(a)1. and 2., Florida Statutes, reiterates the security system exemption and expands upon it to include threat assessments; threat response plans; emergency evacuation plans; shelter arrangements; security manuals; emergency equipment; and security training as confidential and exempt from disclosure.

Provider agrees not to divulge, furnish or make available to any third person, firm or organization, without Authority's prior written consent, or unless incidental to the proper performance of Provider's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any confidential or exempt information concerning the services to be rendered by Provider hereunder. Provider shall require all of its employees, agents, subcontractors to comply with the provisions of this Article.

14.0 AIRPORT SECURITY REQUIREMENTS

Provider acknowledges that the Authority is subject to strict federal security regulations limiting access to secure areas of the airport and prohibiting violations of the adopted Airport Security Program. Provider may need access to these secure areas to complete the work required by this Agreement.

Provider therefore agrees, in addition to the other indemnification and assumption of liability provisions set out above, to indemnify and hold harmless the Authority and Lee County, Florida, and their respective commissioners, officers and employees, from any duty to pay any fine or assessment or to satisfy any punitive measure imposed on the Authority or Lee County, Florida by the FAA or any other governmental agency for breaches of security rules and regulations by Provider, its agents, employees, subcontractors, or invitees.

Provider further acknowledges that its employees and agents may be required to undergo background checks and take Airport Security and Access Procedures ("S.I.D.A.") training before receiving an Airport Security Identification Badge.

Immediately upon the completion of any work requiring airport security access under this Agreement, or upon the resignation or dismissal or conclusion of any work

justifying airport security access to any agent, employee, subcontractor, or invitee of the Provider, Provider shall notify the Airports Police Department that the Provider's access authorization or that of any of Provider's agents, employees, subcontractors, or invitees has changed. Provider will confirm that notice, by written confirmation on company letterhead, within twenty-four (24) hours of providing initial notice to the Airport's Police Department.

Upon termination of this Agreement, or the resignation or dismissal of any employee or agent, or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the Provider, Provider shall surrender any Airport Security Identification Badge held by the Provider or by Provider's agents, employees, subcontractors, or invitees. Should Provider fail to surrender these items within five (5) days, the Provider shall be assessed a fee of Twenty-Five Dollars (\$25.00) per identification badge not returned. This fee will be billed to the Provider or deducted from any money owing to the Provider, at the Authority's discretion.

15.0 ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The Provider shall not assign or transfer any of its rights, benefits or obligations hereunder without prior written approval of the Authority. The Provider shall have the right, subject to the Authority's prior written approval, to employ other persons and/or firms to serve as subcontractors to Provider for the Provider's performance of services and work under this Agreement.

16.0 PROVIDER AN INDEPENDENT CONTRACTOR

The Provider is an independent contractor and is not an employee or agent of the Authority. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the Authority and the Provider, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. Nor shall anything contained herein be deemed to give any such party a right of action against Authority beyond such right as might otherwise exist without regard to this Agreement.

17.0 F.A.A. NON-DISCRIMINATION CLAUSE

The Provider, for itself, its successors in interest, and assigns, as part of the consideration hereof, agrees that it shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Provider shall carry out applicable requirements of 49 CFR Part 23 and Part 26 in the award and administration of DOT-assisted contracts. Failure by the Provider to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Port Authority deems appropriate.

18.0 INSURANCE

During the term of this Agreement, Provider shall provide, pay for, and maintain, with companies satisfactory to Authority, the types of insurance described herein. Promptly after execution of this Agreement by both parties, the Provider must obtain insurance coverages and limits required as set out below. Provider further agrees to provide Authority's Risk Manager with advance written notice of any cancellation, intent not to renew, material change or alteration, or reduction in the policies' coverages, except in the application of the Aggregate Limits provision of any policy. In the event of a reduction in the Aggregate Limit of any policy, Provider shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. If there is a cancellation, Provider agrees to obtain replacement coverage as soon as possible. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida.

The Authority reserves the right to reject insurance written by an insurer it deems unacceptable because of poor financial condition or other operational deficiency. All insurance must be placed with insurers with an A.M. Best Rating of not less than A-VII. Regardless of this requirement, Authority in no way warrants that the required minimum insurer rating is sufficient to protect the Provider from potential insurer insolvency.

The acceptance by Authority of any Certificate of Insurance evidencing the insurance coverages and limits required in this Agreement does not constitute approval or agreement by Authority that the insurance requirements have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the requirements of this Agreement.

All of Provider's insurance coverages shall be primary and non-contributory to any insurance or self-insurance program carried by Authority and applicable to work under this Agreement and shall include a waiver of subrogation in favor of Authority.

No work shall commence, or any goods be provided, under this Agreement unless and until the required Certificates of Insurance are received and approved by Authority.

18.1. INSURANCE REQUIRED

Before starting and until acceptance of the work or goods by Authority, Provider shall procure and maintain insurance of the types and to the limits specified in paragraphs 18.2.1 through 18.2.5, below. All liability insurance policies obtained by Provider to meet the requirements of this Agreement, other than Worker's Compensation and Employer's Liability and Professional Liability policies, shall name Authority as an additional insured as to the operations of Provider under this Agreement and shall contain the severability of interests provisions.

18.2. COVERAGES

The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) forms and endorsements or broader where applicable:

18.2.1. Commercial General Liability Insurance shall be maintained by Provider. Coverage shall also include, but not be limited to, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations, and Personal Injury Coverages. If Provider provides any construction work, it must also include Products & Completed Operations, with the Completed Operations Coverage maintained for any project under this Agreement and then for not less than five (5) years following completion and acceptance of the work by Authority. Limits of coverage shall not be less than the following for Bodily Injury, Property Damage and Personal Injury Combined Single Limits:

General Aggregate	\$1,000,000
Products - Completed Operations Aggregate	\$2,000,000

If the General Liability insurance required herein is issued or renewed on a "claims made" form, as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of any services under this Agreement and shall provide that in the event of cancellation or nonrenewal the discovery period for insurance claims (Tail Coverage) shall be unlimited.

18.2.2. Automobile Liability Insurance shall be maintained by Provider as to ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury and Property Damage Liability \$1,000,000 Combined Single Limit

18.2.3. Worker's Compensation and Employers Liability Insurance shall be maintained by Provider during the term of this Agreement for all employees engaged in the work under this Agreement, in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than:

Worker's Compensation Florida Statutory Requirements
Employer's Liability

Each Accident	\$ _____
Disease Each Employee	\$ _____
Disease Policy Limit	\$ _____

The insurance company shall waive its Rights of Subrogation against Authority.

18.2.4. Certificates of Insurance - Provider must use Authority's Certificate of Insurance attached as Exhibit "C" or a similar form acceptable to Authority's Risk Manager to verify coverages. The Certificate of Insurance must be completed on a "sample only" basis by Provider's insurance representatives and must be submitted for Authority's review as to acceptability. Upon acceptance, the Certificates must be signed by an Authorized Representative of the insurance company/companies shown on the Certificates with proof that he or she is an authorized representative thereof. In addition, copies of all insurance policies shall be provided to Authority, on a timely basis, if requested by Authority. If any insurance provided under this Agreement will expire prior to the completion of the work, renewal Certificates of Insurance on an acceptable form and copies of the renewal policies, if requested by Authority, shall be furnished to Authority thirty (30) days prior to the date of expiration.

18.2.5. Failure to Maintain Insurance - Should at any time Provider not maintain the insurance coverages required by this Agreement, Authority may cancel the Agreement or at its sole discretion is authorized to purchase such coverages and charge Provider for such coverages purchased. Authority shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Authority to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.

19.0 NOTICE REGARDING PUBLIC ENTITY CRIMES

Section 287.133(3)(a) (1995) requires the Authority to notify Bidder/Lessee/Tenant of the provisions of Section 287.133(2)(a) F.S.

Section 287.133(2)(a) F.S. prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime from:

- A. Contracting to provide goods or services to a public entity.
- B. Submitting a bid on a contract for construction or repair of a public building or public work.
- C. Submitting bids on leases of real property to a public entity.
- D. Being awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of \$35,000.00.

The prohibitions listed above apply for a period of thirty-six (36) months from the date a person or an affiliate is placed on the convicted vendor list.

20.0 OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as art work, layouts and copy in draft or final form, photographs, mailing lists, printed materials, computer programs, memoranda, research

notes, evaluations, reports and other records and data relating to the services specifically prepared or developed by the Provider under this Agreement shall be the property of the Provider, until the Provider has been paid for performing the services and work required to produce such documents.

Upon completion, suspension, or termination of this Agreement, all of the above documents, to the extent requested by the Authority, shall be delivered to the Authority or to any subsequent Provider within thirty (30) calendar days.

The Provider, at its expense, may make and retain copies of all documents delivered to the Authority for reference and internal use. Any subsequent use of the documents and materials listed above shall be subject to the Authority's prior review and approval.

21.0 MAINTENANCE OF RECORDS

The Provider will keep and maintain adequate records and supporting documentation concerning the procurement and applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the Provider for a minimum of five (5) years from the date final payment has been made or termination of this Agreement, or for such period as required by law.

The Authority, the FAA, the Comptroller General of the United States and their authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement, and during the period set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the Provider.

22.0 NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

23.0 GOVERNING LAW

This Agreement shall be interpreted, construed and governed by the laws of the State of Florida. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement shall be brought either in the Florida state courts in Lee County, Florida, or in the United States Federal District Court for the Middle District of Florida, Fort Myers Division. The prevailing party in any such suit or action shall be entitled to recover their reasonable attorneys' fees and court costs.

24.0 PROHIBITED INTERESTS

No member, officer or employee of the Port Authority or of the locality during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

25.0 LOBBYING CERTIFICATION

The Port Authority agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Port Authority, to any person for influencing or attempting to influence any officer or employee of any Federal agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the Port Authority to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Port Authority shall require that the language of this section be included in this award document and any award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

26.0 COVENANTS AGAINST DISCRIMINATION

26.1 DBE POLICY. It is the policy of the Department of Transportation (the "DOT") that Disadvantaged Business Enterprises ("DBE's") as defined in 49 CFR Part 23 and Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Part 26 apply to this Agreement. The Provider agrees to ensure that DBE's as defined in 49 CFR Part 23 and Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Provider shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 and Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts.

26.2 PROMPT PAYMENT REQUIREMENTS. Authority has adopted a DBE Program in compliance with 49 CFR Part 26, therefore, the following requirement will apply to all contracts funded, either wholly or in-part, with DOT financial assistance:

Provider agrees to pay each subconsultant under this contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment Provider receives from Authority. Provider agrees further to return any retainage payments to each subconsultant within thirty (30) days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment beyond these time limits may occur only for good cause following written approval of the delay by Authority. This clause applies to both DBE and non-DBE subconsultants.

26.3 INCORPORATION OF PROVISIONS. Provider shall include the provisions of paragraphs 25.1 through 25.2 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Provider shall take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Provider may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Provider may request the United States to enter into such litigation to protect the interests of the United States.

27.0 NONDISCRIMINATION CLAUSE

Pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, the Restoration Action of 1987, the Florida Civil Rights Act of 1992, and as said Regulations may be amended, the Contractor/Consultant must assure that “no person in the United States shall on the basis of race, color, national origin, sex, creed or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” and in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment.

The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

28.0 GENERAL CIVIL RIGHTS CLAUSE

The Contractor agrees to comply with pertinent statute, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

29.0 E-VERIFY CLAUSE

Provider agrees that it will enroll and participate in the U.S. Department of Homeland Security's E-Verify Program for Employment Verification in accordance with the terms governing use of the Program. The Provider further agrees to provide the Authority with proof of such enrollment within thirty (30) days of the date of this Agreement. Once enrolled, Provider agrees to use the E-Verify Program to confirm the employment eligibility of:

- 29.1. All persons employed by Provider during the term of this Agreement
- 29.2. All persons, including contractors and subcontractors, assigned by the Provider to perform work or provide services under the Agreement.

Provider further agrees that it will require each contractor or subcontractor performing work or providing services under this Agreement to enroll in and use the U.S. Department of Homeland Security's E-Verify Program for Employment Verification to verify the employment eligibility of all persons employed by the contractor or subcontractor during the term of this Agreement.

Provider agrees to maintain records of its participation and compliance with the provisions of the E-Verify Program, including participation by its contractors and subcontractors as provided above, and to make such records available to the Authority or other authorized state or federal agency consistent with the terms of this Agreement.

Compliance with the terms of this Section is made an express condition of this Agreement, and the Authority may treat failure to comply as a material breach of the Agreement and grounds for immediate termination.

30.0 HEADINGS

The headings of the Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Sections, Exhibits and Attachments.

31.0 ENTIRE AGREEMENT

This Agreement, including the referenced Exhibits and Attachments, constitutes the entire Agreement between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.

32.0 NOTICES AND ADDRESS

32.1 All notices required and/or made pursuant to this Agreement to be given by either party to the other shall be in writing and shall be delivered by hand or by United States Postal Service, first class mail service, postage prepaid, and addressed to the following addresses of record:

LEE COUNTY PORT AUTHORITY
11000 Terminal Access Road, Suite 8671
Fort Myers, FL 33913
Attention: Airport Executive Director

Attention: _____

32.2 CHANGE OF ADDRESS - Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

33.0 TERMINATION

This Agreement may be terminated by the Authority at its convenience, or due to the fault of the Provider, by giving thirty (30) calendar days written notice to the Provider.

34.0 TERMINATION UNDER SECTION 287.135, F.S.

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 Provider is found to have submitted a false certification under Section 287.135(5), F.S., 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 is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

35.0 WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement 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 Agreement.

36.0 SECURING AGREEMENT DISCLOSURE

The Provider warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for Provider, to solicit or secure this

Agreement and that it has not paid or agreed to pay any person or company to secure this Agreement, other than a bonafide employee of Provider.

37.0 AMENDMENTS OR MODIFICATIONS

The terms of this Agreement may be amended, in writing, by the Agreement of both parties. Any modifications to the terms of this Agreement will only be valid when issued in writing as a properly executed Amendment to the Agreement and signed by both parties.

38.0 ACCEPTANCE

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

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

ATTEST: LINDA DOGGETT
Clerk of the Circuit Court

BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

Chair or Vice Chair

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

By: _____
Port Authority Attorney's Office

Signed, Sealed and Delivered
in the presence of:

PROVIDER

Witness

Signature

Witness

By: _____
Printed Name

SEAL

Title

EXHIBIT "A"

SCOPE OF SERVICES

1. BACKGROUND

1.1. Provider will perform all maintenance services necessary to ensure well-manicured entrances to the Southwest Florida International Airport on a continuing basis. Provider must furnish all labor, materials, equipment and incidentals required to complete all work to the Authority's quality standards as defined herein. Landscape maintenance shall consist of, but is not limited to: pruning, litter removal, herbicide, mowing and edging as needed on a year round basis. The Authority reserves the right to add additional related services and/or areas to this scope of work.

2. SERVICE LOCATIONS

- 2.1. Skyplex Road Daniels Parkway to Chamberlin Parkway
- 2.2. Terminal Access Road I-75 east (to include intersections at Treeline Avenue South and Ben Hill Griffin Parkway) to Welcome sign (stopping at the split of Terminal Access Road).

3. WORK SCHEDULE

- 3.1. Minimum schedules set out in the Request for Bids for each task were included for bidding purposes only. Authority may vary the minimum schedules due to influences, such as environmental, that may require more or less service. Where a minimum schedule is not established it means that a review and maintenance is to be conducted at each site visit, minimum one-time weekly, to ensure Authority's standards are being maintained. Provider is required to take this weekly review and maintenance work into consideration in providing an all-inclusive monthly service fee.
- 3.2. Provider will be responsible to perform the following tasks:
 - 3.2.1. Provide a complete 12-month schedule that includes all work to be performed, such as pruning, litter removal, herbicide, mowing, and edging.
 - 3.2.2. Submit a monthly schedule of work tasks which shows the current schedule to be performed for the upcoming month. The Provider shall be required to meet with the Authority on a monthly basis to review the proposed schedule for the coming month. When necessary, Provider must request the Authority approve updates to the schedule when circumstances arise beyond the Provider's control and will provide an updated schedule whenever changes to the schedule are approved.
 - 3.2.3. Contact the Authority representative within 24 hours of any proposed schedule change.
- 3.3. The supervision of the performance of this work is vested wholly with the Authority. The Authority will decide any and all questions which may arise as to the quality and acceptability of equipment, materials used, work performed, and the manner of performance and the rate of progress of the work.

4. INSPECTION

- 4.1. Onsite inspections will be conducted by the Authority and, if requested by the Authority, the Provider shall be required to attend a meeting with the Authority within five (5) working days of request.
- 4.2. Provider will meet with the Authority representative to discuss and remedy any field questions and/or associated problems.

5. SUPERVISION AND SAFETY

- 5.1. Prior to the repair of planting areas and replacement of plants, Provider must ascertain the location of all drains, electrical cable, conduits, utility lines, supply lines, and other subsurface structures. The Provider is responsible for contacting **Sunshine Locating Services at 811 or 1-800-432-4770** and Authority for locations so proper advance owner notifications may be made and precautions may be taken to avoid disturbing or damaging any of these elements or improvements. The Provider shall properly maintain and protect existing utilities and repair all items damaged by this work at no additional expense to Authority.
- 5.2. Provider must provide all maintenance services in a professional manner. During all maintenance working hours, provide a qualified and competent person onsite with the ability to converse in English; able to understand and carry out instructions, authorized to supervise the maintenance operations and to represent and act on behalf of the Provider.
- 5.3. Before any work begins, the Provider, an Authority representative, and the Provider's landscape maintenance supervisor shall meet on site to clearly define the limits of landscape, maintenance responsibilities, expectations, and to discuss any relevant landscaping issues.
- 5.4. The Provider is required to visit each site and acquaint themselves with the conditions as they exist and the operations to be carried out under this solicitation. Provider shall make such investigations as required to fully understand the facilities, and any challenges or restrictions affecting the work to be performed.
- 5.5. The Provider shall provide a video in color of the entire site prior to commencement of work pursuant to the agreement. Care must be taken to ensure that the site is adequately documented, i.e. utility boxes, curbs, signs, and condition of existing sod and plants, including any damage, such as weed eater blight. This video will be used to resolve any disputes. In the event the site is not properly documented and an issue arises, the Provider will assume responsibility and the area will be repaired at no cost to the Authority. Two copies of the video shall be made, one for the Provider's file and the other for the Authority representative. The video shall be in the format that may be reviewed in any standard digital device without adaptation.
- 5.6. All vehicles and trailers shall have the company name and business phone number clearly displayed.
- 5.7. Personnel shall wear appropriate apparel, and personal protection equipment (PPE), including high visibility safety vests.
- 5.8. It shall be the Provider's responsibility to enforce the following requirements:
 - 5.8.1. Maintain safe and efficient pedestrian and vehicular traffic flow through the designated work zone area.
 - 5.8.2. Adhere to the applicable federal, state, and local laws, ordinances and regulations.
 - 5.8.3. Maintain proper work zones in the accordance with the Florida Department of Transportation's Manual on traffic control, maintain safe practice for the streets and Highway Construction and Utility Operations, and the Manual on Uniform Traffic Control Devices (M.U.T.C.D.)
 - 5.8.4. Fully adhere to the Federal Occupational Safety and Health Act (OSHA)
 - 5.8.5. Authority requires mowing equipment to have warning lights or a strobe light installed and operable while in operation. Warning signs that read "Mowers ahead" will be provided by the Provider, meet the MUTCD specifications, and be placed in the right-of-way facing each lane of traffic in both directions. Signage shall be placed at the beginning and end of each roadway.

6. LANDSCAPE MAINTENANCE MATERIALS

- 6.1. Provider must:
 - 6.1.1. Water: use water free from elements toxic to plant or animal life. Obtain water from approved sources. Do not use Authority retention ponds as water source.

- 6.1.2. Replacement of damaged plants: conform to the type, species, Florida #1 grades, standards, and size to match existing plants. All replacement plants must have the prior written approval of the Authority's representative.
- 6.1.3. Herbicide: use herbicides; post-emergent and pre-emergent, selective and non-selective, contact or systemic, recommended for the control of the type of weeds encountered. Herbicides shall be EPA approved. SDS sheets should be provided. Application of herbicides must be performed by a herbicide applicator licensed by Florida Department of Agriculture and Consumer Affairs in either the ornamental and turf, natural areas weed management, and right of way categories. The license shall be available on site for on-demand inspection by Authority staff at all times.

7. **LANDSCAPE MAINTENANCE**

- 7.1. **Maintain all planted materials:** Maintain all planted material in a healthy, vigorous, and attractive condition. Plant material shall maintain a Florida #1 quality grade throughout the contract period. Costs for this work shall be included in Bid Item 2 and payment for this work shall be made on a monthly basis. The Provider will provide all labor, materials, equipment, permits, and incidentals necessary to perform the following:
- 7.2. **Mowing and edging and clean-up:**
 - 7.2.1. Roadway, parking lots, curb and gutter, sidewalk and bike paths shall be blown free of clippings in conjunction with mowing and edging events. Do not leave large clumps of grass clippings in the roadways or on sidewalks. The Provider is required to comply with **the Lee County Fertilizer Best Management Practices (BMP) Ordinance section 7, subsection G: and shall ensure "grass clippings are not directed into storm drains, ditches, conveyances, water bodies, roadways or any other impervious surfaces. All curbs are to be cleaned of mulch debris with each visit to the site."**
 - 7.2.2. Mow all Bahia sod areas to three to four (3"-4") height and Floratam sod areas at a height of four to five inches (4"- 5") with a rotary mower. Mowing shall be performed weekly in the peak growing months of April through November and biweekly during the months of December through March, as needed, to maintain an attractive, even sodded area. Please refrain from mowing sod clippings into the tree rings where possible. Avoid damage to the tree rings as most contain flexible pipe and bubblers. Any irrigation equipment damaged by mowing or trimming will be repaired at the Provider's expense. Upon the discovery of any damaged irrigation parts or pieces due to the negligence of the Provider, the Provider will immediately notify the Authority. Failure to do so will allow the Authority to have these repairs made and the cost of repairs deducted from the Provider's next invoice. If any bubblers are destroyed each item shall be replaced by an equal type bubbler. This may be determined by finding a tree or palm of the exact same type and using the rate from that one for the damaged one.
 - 7.2.3. Mowing wet grass or operating with dull blades is not acceptable. The Authority reserves the right to add or eliminate a cycle at no additional cost to Authority provided the additional cycle is necessary to comply with grass height requirements. The Authority shall contact the Provider no less than of one (1) week ahead of scheduled cycle for cancellation. If the Provider feels that extra mowing is warranted, they are to notify the Authority representative immediately for written approval to add a cycle to the schedule.
 - 7.2.4. **Edging:**
 - 7.2.4.1. Edge every cycle. Edging shall be performed with rigid blade edging equipment or a manual hand edger leaving a clean straight edge no more than 1" back from curbs, walks, buildings, tree rings, or bed areas.
 - 7.2.5. **Litter pick up and debris removal:**

- 7.2.5.1. Clean up all litter, palm fronds, dead plants and trees in all areas within each roadway's limits during each site visit. The Provider shall inspect each roadway every week to look for fallen or dead palm fronds, weeds, and trash. Dead plants need to be reported to the Authority representative for replacement. Litter and debris shall be removed prior to mowing and any debris thrown or dragged to adjacent property or roadways by mowing operations shall be cleaned up.
- 7.2.5.2. Litter and debris shall be removed and disposed of at a County approved site. No litter shall be left on site after Provider departs. There will be no additional cost to Authority for litter and debris disposal. Litter and debris is defined as foreign items within the limits of the project, such as, but not limited to, palm fronds, dead plants and trees, paper, plastic, aluminum, metal, glass, and tires, etc. If an illegal dump is located (defined as: centralized piles of debris, construction materials or large items, such as mattresses or household appliances) within the limits of project, the Provider is to contact the Authority representative and report the event. The Provider will not be held responsible for cleanup of illegal dumping.
- 7.2.6. Tree staking and tree ring maintenance:
 - 7.2.6.1. Tighten and repair staking, reset trees, shrubs and palms to the proper grade or vertical position as needed and as specified herein. If mowers damage tree staking supports, it shall be the Provider's responsibility to replace and/or make the necessary repairs at the Provider's cost. Tree rings and bed areas shall be repaired and restored when disturbed by the mowing function at no additional cost to the Authority. Any trees or shrubs damaged from the errant string trimmer or careless mowing will be replaced with like size, Florida #1 grade material at the Provider's cost.
- 7.2.7. Pruning or trimming:
 - 7.2.7.1. Unless directed, no pruning from December through the end of February due to the chance of frost.
 - 7.2.7.2. In areas where plants have the potential to interfere with a driver's line of sight, plants shall be maintained to meet the requirements of FDOT standards.
 - 7.2.7.3. All planting material shall be maintained in a neat and aesthetically pleasing appearance as determined by the Authority.
- 7.2.8. Trimming timing on certain shrubs, groundcovers, and grasses
 - 7.2.8.1. Trees:
 - 7.2.8.1.1. Silver saw palmetto: trim heavy once a year down to three or four palm fronds on each trunk.
 - 7.2.8.1.2. All palm fronds that are up to 12 feet from the ground and are hanging lower than 90° (3 to 9) must be removed by Provider each visit.
 - 7.2.8.1.3. Silver Buttonwood multi stem: maintain shape at 10-12 feet with the top narrower than the bottom to allow sunlight to hit bottom of multi stem.
 - 7.2.8.1.4. Dwarf Poinciana: maintain shape at 12 feet.
 - 7.2.8.1.5. All sucker growth shall be removed during each visit.
 - 7.2.8.1.6. Do not apply Round-up (or equivalent) onto sucker growth on trees. Suckers must be mechanically removed.
 - 7.2.8.1.7. Understory largely overgrown trees and shrubs shall be rejuvenation pruned (the shrub or tree is pruned by cutting off all brown or dead branches at or near ground level) once annually at the discretion of the Authority representative and per his or her specifications.
 - 7.2.8.2. Groundcover:

- 7.2.8.2.1. Perineal Peanut: Mow and edge weekly during March through November; biweekly December through February. Mow at the highest setting the mower will go or just weedeat the weeds growing up through the Perineal Peanut.
 - 7.2.8.2.2. Variegated ginger and philodendron: Edge so they do not cover curb or sidewalk, also remove weeds within groundcover.
 - 7.2.8.3. Shrubs:
 - 7.2.8.3.1. Green and Silver Buttonwood, Clussia, Thryallis, Dwarf Yaupon Holly, Mysine, Carrisa Atlas, Firebush, and Bougainvillea: trim three to four times per year at a height of approximately three feet high. When landscape is designed in a multi-tiered application the following trimming guide is to be used: three-tiered hedge heights of three, five, and seven feet high, for two-tier hedge height of three and five feet high are to be utilized.
 - 7.2.8.3.2. Ilex Shillings, Sword Fern, and Cardboard Palm: trim to the edge of the bed or curb and let it grow no higher than 1 to 2 ½ feet. Keep weed and debris free.
 - 7.2.8.3.3. Cardboard Palms and Sword Fern, Bromeliads, Dracaena and Lady Palms: remove dead fronds. Tops are not trimmed unless they impede a driver's line of site.
 - 7.2.8.3.4. Sunshine Mimosa, Golden Creeper, Lantana, Florida Coontie, and Sword Fern: trim to the edge of curb and let it grow no higher than 1 to 1½ feet. Keep weed and debris free. Florida Coontie and Sword Fern: remove dead fronds and do not trim the tops.
 - 7.2.8.3.5. Bougainvillea and Dwarf Yaupon Hollies: trim at 1 to 1½ feet.
 - 7.2.8.4. Grass:
 - 7.2.8.4.1. Ornamental grass trimming: in general, ornamental grasses will be cut back once a year. In certain areas, ornamental grasses will be cut back multiple times per year to provide visual sight clearances and accessibility. All grass plants shall be trimmed after February but before the end of July. The timing of the trimming will be coordinated between the Provider and Authority representative.
 - 7.2.8.4.2. Pink Muhly grass: trim once per year after February but before July to allow florescence to be seen.
- 7.3. Weeding and weed control:
- 7.3.1. Landscape beds, mulched areas, roadway pavers, curbing, bullnoses and gutters, shell, beds, around and near all sign posts, utility poles, guy wires, benches, fence lines, guard rails, or any other obstructions within the limits of the project are to be weed-free.
 - 7.3.2. Weeding may be done by hand pulling or chemically applied with selective herbicides. Apply spot treatments as necessary to control localized weed problems. Mulch transition zones (**where mulch or shell meets up with sod**) must be maintained to no more than six inches (6"). Provider must **not spray right up to edge and keep making the bed bigger** through the use of chemical herbicides. Weeds obtaining a height of six inches (6") shall be hand pulled and disposed of offsite.

8. GUARANTEE AND REPLACEMENT

- 8.1. When inspected landscape work does not comply with these Authority requirements, the rejected work will be corrected within seven (7) calendar days or as directed by the Authority representative. The Authority reserves the right to withhold and/or deny payment for work not being performed as scheduled or as specified in this solicitation.
- 8.2. If at any time trees, palms, ground covers, sod and/or irrigation components are damaged or destroyed due to the Provider's negligence or failure to adhere to the requirements of this

solicitation, it will be the Provider's responsibility to replace and restore the site to the condition it was when they started. *All replacement landscape material shall be of the same species and Florida grades and standard #1 quality.* Approved replacements shall be furnished and planted as specified at no additional cost to the Authority.

COMPENSATION SCHEDULE

Bid Item #	Description	Unit of Measure	Unit Price	Estimated Quantity	Extended Amt. (estimated yearly amount) (unit price x. Est. Qty.)
1	Pre-Service Video	Each	\$	2	\$
2	Mow, Edge, Pruning, Trimming, Clean-up and Debris Removal	Monthly	\$	12	\$
3	Weed Control	Monthly	\$	12	\$
Total Area 1: Skyplex Boulevard (items 1-3)					\$

Bid Item #	Description	Unit of Measure	Unit Price	Estimated Quantity	Extended Amt. (estimated yearly amount) (unit price x. est. qty.)
1	Pre-Service Video	Each	\$	2	\$
2	Mow, Edge, Pruning, Trimming, Clean-up and Debris Removal	Monthly	\$	12	\$
3	Weed Control	Monthly	\$	12	\$
Total Area 2: Terminal Access, Treeline and Ben Hill Griffin Road(s) (items 4-6)					\$
GRAND TOTAL: (Areas 1 and Areas 2)					\$

A1-1 DRAFT Service Provider Agreement

EXHIBIT "C"

CERTIFICATE OF INSURANCE

In consideration of the premiums charged on the insurance policies shown in this certificate, this certificate of insurance is issued to the certificate holder shown below. This certificate does not amend, extend or alter the coverage afforded by the policies listed below except as shown below:

Name and Address of Agency	COMPANIES AFFORDING COVERAGE <hr/> COMPANY LETTER A <hr/> COMPANY LETTER B
Name and Address of Insured	<hr/> COMPANY LETTER C <hr/> COMPANY LETTER D <hr/> COMPANY LETTER E

This is to verify that the insurance policies listed below have been issued to the insured and are in force at this time. It is agreed that none of these policies will be cancel or changed, except in the application of the aggregate liability limits provisions, so as to affect the insurance described by this certificate until **after 30 days** written notice of such cancellation or change has been delivered to the certificate holder at this address shown below. It is also agreed that **30 days** written notice by the insurance companies listed above of their intent not to renew their policies listed below for the same coverage provided in this certificate will be given to the certificate holder at their address shown below. The policies shown in this certificate are primary to any insurance carried by the certificate holder.

Company Letter	Type of Insurance	Policy Number	Policy Effective Date (mm/dd/yy)	Policy Expiration Date (mm/dd/yy)	ALL LIMITS IN THOUSANDS		
	GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence <input type="checkbox"/> Owners & Contractors Protective <input type="checkbox"/> X.C.U. Coverage <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors				General Aggregate	\$	
					Products Comp/Ops Aggregate	\$	
					Personal & Advertising Injury	\$	
					Each Occurrence	\$	
					Fire Damage (Any one Fire)	\$	
					Medical Expense (Any one Person)	\$	
					Specific Project*	\$As above	
	AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Bodily Injury (Each Person)	\$	
					Bodily Injury (Each Accident)	\$	
					Property Damage	\$	
					Bodily Injury and Property Damage Combined	\$	
	EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Bodily Injury and Property Damage Combined	\$	Aggregate \$
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				Statutory		
					(Each Accident)	\$	
					(Disease-Policy Limit)	\$	
					(Disease-Each Employee)	\$	
	OTHER						

Contractual Liability Coverage
Description of Contract:

- The Certificate Holder has been named as an additional insured as respects the General, Automobile, and Excess Liability Policies described here.
- The General, Automobile and Excess Liability Policies described provide the severability of interest (cross liability) provision applicable to the named insured and the Certificate Holder.
- Copy of the agent's license, or other proof of representation, with each insurance company, named above must be attached to this certificate.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

SPECIFIC PROJECT/LOCATION/VEHICLES/SPECIAL CONDITIONS:

Lee County Port Authority
11000 Terminal Access Road

Name and Address of Certificate Holder

Date Issued: _____

Suite 8671
Fort Myers, Florida 33913

Authorized Representative: _____

Address: _____

Telephone #: _____

Lee County Port Authority
11000 Terminal Access Road., Suite 8671
Fort Myers, Florida 33913

PLEASE READ CAREFULLY

CERTIFICATE OF INSURANCE EXPLANATION

The Certificate Holder (CH), requires the use of its Certificate of Insurance as evidence that the insurance requirements of the agreement have been complied with and will continue to be complied with as long as the agreement is in force. CH must rely on this certificate as proof of compliance with the insurance requirements agreed upon. The CH must be advised of cancellation or nonrenewal of the insurance coverage required or reduction in the coverage provided in compliance with the agreement as shown in the Certificate of Insurance. Thirty-day written notice of cancellation, nonrenewal, or reduction in coverage must be provided to the CH so that it can take proper action to protect itself.

Many Certificates of Insurance are received by the CH and many contain wording to the effect that the certificate is issued as a matter of information only and confers no rights upon the certificate holder. A common example of this unacceptable language is: should any of the above-described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the named holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

The CH must have the right of notice of cancellation, nonrenewal, and reduction of coverage, as this is part of the insurance requirements of the agreement entered into and to be relied upon by the CH as evidenced through its Certificate of Insurance.

The requirement that the authorized representative signing the Certificate of Insurance attach his agent's license with the insurance company or companies, or other acknowledgment by the insurance company or companies shown in the certificate, is to show proof to the CH that the person signing the certificate is legally authorized by the insurance company to so obligate them, as referred to in the certificate.

The CH must have positive evidence in the form of its Certificate of Insurance that the insurance requirements of the agreement entered into have been met and will continue to be met, without interruption, during the term of the agreement entered into unless thirty days written notice is given to it.

No activity shall begin until the CH's properly executed Insurance Certificate is received. Your cooperation in providing the CH with acceptable evidence of insurance requirements compliance, as agreed to in the agreement, will prevent confusion and delay in allowing the subject matter of this agreement to be accomplished.

The acceptance of delivery to the CH of any Certificate of Insurance required in any contract

does not constitute agreement by the CH that the insurance requirements in the contract have been met or that the insurance policies shown in the certificate are in compliance with the contract requirements.

SEVERABILITY OF INTERESTS PROVISION

With respect to claims involving any Insured at interest hereunder, each such interest shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured. This agreement, however, shall not operate to increase the limits of the Insurance Company's liability.



**RFB 19-18LKD GROUNDS MAINTENANCE Service-Multiple Entrances
Non-Mandatory Pre-Bid Meeting**

Meeting Date/Time: Friday, November 08, 2019, 10:00 AM Primary Contact: Lori DeLoach, CPPB, Senior Procurement Agent,

LKDeLoach@FLVCPA.COM LOCATION: TRAINING CENTER

PRINT NAME	REPRESENTING	MAILING ADDRESS	TELEPHONE/FAX	SPECIALTY	DBE
Pete Zielinski	P&T Lawn and Tractor	15960 old 0157 Rd Alva FL 33920	Telephone 329-462-4555 707-4611		Y
			E-mail pete.zielinski@pandt.com		N
			Fax		
John Fickli	John Fickli Landscapes	4706 Chiquita Blvd S. #200 Cape Coral FL 33914	Telephone 239-984-5284		Y
			E-mail jfickli@landscapesfl.com		N
			Fax		
STEFANO GHIRIVOLDI TIM STEARNS RANSOM NOBLE	US LAWN & FERTILIZERS OF FORT MYERS	Po Box 62321 Fort Myers FL 33906	Telephone 917-533-8081		Y
			E-mail STELANO1810@gmail.com		N
			Fax		
LEE BRALEY	TCI Sod & Landscaping	3507 Lee Blvd Leisure City FL	Telephone 239-219-2669		Y
			E-mail SALES@TCISOD.COM		N
			Fax		
Rolando Sanchez	Superior Landscaping	6202 topaz ct. ft. Myers. FL	Telephone 239-703-4137		Y
			E-mail rsanchez@superiorlandscaping.com		N
			Fax 305-634-0744		



**RFB 19-18LKD GROUNDS MAINTENANCE Service-Multiple Entrances
Non-Mandatory Pre-Bid Meeting**

Meeting Date/Time: Friday, November 08, 2019, 10:00 AM Primary Contact: Lori DeLoach, CPPB, Senior Procurement Agent,

LKDELOACH@FLYLCPA.COM LOCATION: TRAINING CENTER

PRINT NAME	REPRESENTING	MAILING ADDRESS	TELEPHONE/FAX	SPECIALTY	DBE
Lori DeLoach <i>(Signature)</i> Megan Wilson <i>MW</i>	Purchasing Purchasing	11000 Terminal Access Road, Ste 8671 Fort Myers, FL 33913	Telephone 239-533-4555 E-mail LKDELOACH@FLYLCPA.COM Fax	Purchasing Agent	Y N
Scott Davis <i>SD</i>	Maintenance, Project Manager	11000 Terminal Access Road, Ste 8671 Fort Myers, FL 33913	Telephone X4806 E-mail Fax	Manager, Grounds and Airfield	Y N
Michael Culver <i>(Signature)</i>	Maintenance	11000 Terminal Access Road, Ste 8671 Fort Myers, FL 33913	Telephone X4883 E-mail Fax	Crew Chief, Grounds Maintenance	Y N
Richard Keane	Maintenance	11000 Terminal Access Road, Ste 8671 Fort Myers, FL 33913	Telephone X4755 E-mail Fax	Senior Manager, Facilities Maintenance	Y N
John Bartolozzi <i>(Signature)</i>	Maintenance	11000 Terminal Access Road, Ste 8671 Fort Myers, FL 33913	Telephone X4801 E-mail Fax	Supervisor, Maintenance and Grounds.	Y N

BID TABULATION SHEET
RFB 18-11 LANDSCAPING SERVICES FOR THE
LEE COUNTY PORT AUTHORITY
AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT
MARCH 20, 2018, 2:00 P.M.

A1-3 Previous Solicitation Bid Tab

Firm Name and Address	P&T Lawn and Tractor Service, Inc. 15980 Old Olga Road Alva, FL 33920	TCI Sod & Landscaping LLC 3507 Lee Blvd #212 Lehigh Acres, FL 33971
1 Original and 4 Copies	Yes	Yes
Attended Non-Mandatory Prebid Meeting	Yes	No
Form 1 – Bidder’s Certification	Yes	Yes
Form 2 – Official Bid Form	Yes	Yes
Form 3 – Lobbying Affidavit	Yes	Yes
Form 4 – Public Entity Crimes	Yes	Yes
Form 5 – Scrutinized Companies Certification	Yes	Yes
Form 6 – Local Vendor Preference Affidavit	Yes	Yes
Form 7 – Professional References	Yes	No*
Form 8 – Bid Bond (five percent (5%) of the total amount bid)	Yes	Yes
Form 9 – Optional Form- No Bid Submission	No	No
Base Bid: Mowing Perennial Peanut and trim plants	\$2,940.00	\$2,860.00
Alternate 1 – Mowing Bahia grass Mowing/ Edging	\$495.00	\$410.00
Alternate 2 – Weed Control	\$980.00	\$820.00
Current State of Florida Licenses, Lee County Licenses/Certifications	Yes	Yes
Current Insurance Certificate	Yes	Yes
*Most responsive, responsible Bidder		*

Scott's Coloring Book

Exhibit D

Home ▾ Scott's Coloring Book

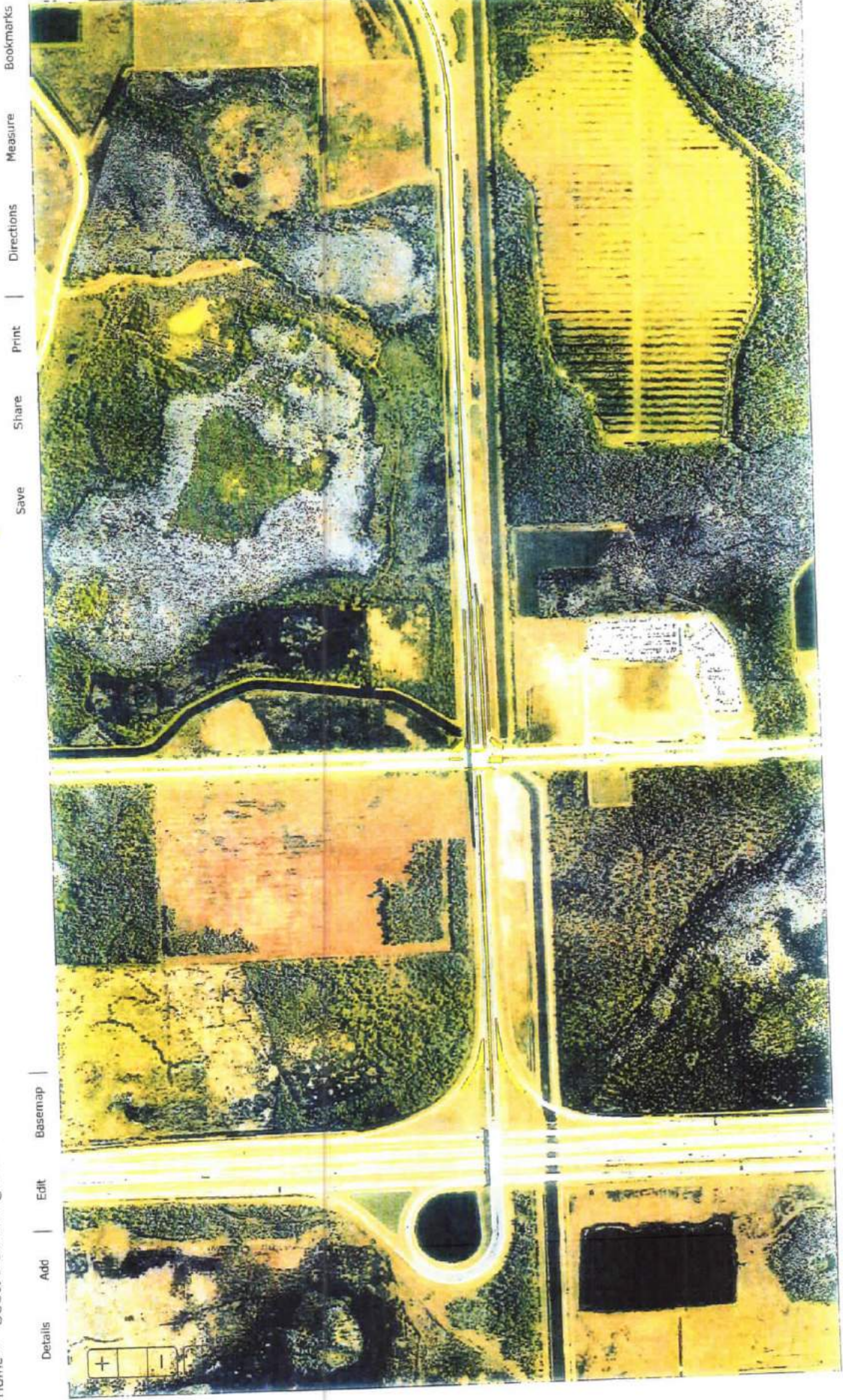


Exhibit E

Home ▾ Scott's Coloring Book

Details | Add | Edit | Basemap | Save | Share | Print | Directions | Measure | Bookmarks



Exhibit F

Home > Scott's Coloring Book

Details | Add | Edit | Basemap | Save | Share | Print | Directions | Measure | Bookmarks



FORM 2: OFFICIAL BID FORM
BID NO. RFB 19-18LD

BIDDER'S NAME: P&T Lawn and Tractor Service, Inc.

DATE: NOVEMBER 22, 2019

TIME: 2:00 P.M. LOCAL TIME

Purchasing Office
 Lee County Port Authority
 Southwest Florida International Airport
 11000 Terminal Access Road, Suite 8671
 Fort Myers, Florida 33913

The undersigned, hereinafter called "BIDDER," having become familiar with the local conditions, nature, and extent of the work, and having examined carefully the bid documents, including but not limited to, General Information, Special Instructions and Requirements, Specifications and other Contract Documents, and having fulfilled bid requirements herein, Bidder is to furnish all labor, materials, equipment, and other items, facilities and services for the purchase of:

Grounds Maintenance Service for Southwest Florida International Airport Multiple Entrance(s)

in full accordance with the solicitation documents, contract documents and all other documents related thereto on file in the Purchasing Office and, if awarded the contract, to complete the said work within the time limits specified for the total bid price awarded, which is based on the following bid schedule:

Area 1: Skyplex Boulevard

Bid Item Number	Description	Unit of Measure	Unit Price	Estimated Quantity	Extended Amount (estimated yearly amount) (Unit price x Est. Qty.)
1	Pre-Service Video	each	\$ 0.00	2	\$ 0.00
2	Mow, Edge, Pruning, Trimming, Clean-up and debris removal	monthly	\$ 4800.00	12	\$ 57,600.00
3	Weed Control	monthly	\$ 250.00	12	\$ 3,000.00
TOTAL AREA 1: Skyplex Boulevard (items 1-3)					\$ 60,600.00

COMPANY NAME: P&T Lawn and Tractor Service, Inc.

Area 2: Terminal Access Road

Bid Item Number	Description	Unit of Measure	Unit Price	Estimated Quantity	Extended Amount (estimated yearly amount) (Unit price x Est. Qty.)
4	Pre-Service Video	each	\$ 0.00	2	\$ 0.00
5	Mow, Edge, Pruning, Trimming, Clean-up and debris removal	monthly	\$ 4,000.00	12	\$ 48,000.00
6	Weed Control	monthly	\$ 250.00	12	\$ 3,000.00
TOTAL AREA 2: Terminal Access, Treeline and Ben Hill Griffin Road(s) (items 4-6)					\$ 51,000.00
Grand Total: (Area 1 and Area 2)					\$ 111,600.00
GRAND TOTAL: One hundred eleven thousand, six hundred dollars					
and no cents					

(Use Words to Write Grand Total)

FORM 3: LOBBYING AFFIDAVIT

STATE OF: Florida

COUNTY OF: Lee

Teena Zielinski

being first duly sworn, deposes and says that he or she is the (sole owner) (general partner) (joint venture partner)

(president) (secretary) or (authorized representative) (circle one) of P&T Lawn and Tractor

(Bidder), maker of the attached bid and that neither the Bidder nor its agents have lobbied to obtain an award of the Agreement required by this Bid from the Lee County Board of Port Commissioners, members of the Airports Special Management Committee, or employees of the Lee County Port Authority, individually or collectively, regarding this Authority Bids. The prospective Bidder further states that it has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. 1352 and 49 CFR Part 20 and the Lee County Lobbying Ordinance, No. 03-14.

Teena Zielinski
AFFIANT

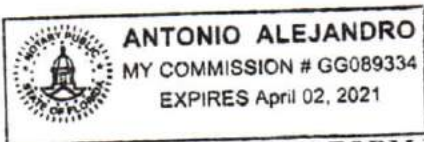
The foregoing instrument was acknowledged before me on November 14, 2019,
by Teena Zielinski (name of person, officer or agent, title of officer or agent), of
P&T Lawn and Tractor (corporation or partnership, if applicable), a
FL corporation (State of incorporation or partnership, if applicable), on behalf of
the corporation (Corporation or partnership, if applicable). He/She is personally
known to me or has
produced personally known to me as identification.

Teena Zielinski
Signature of person taking acknowledgment

Teena Zielinski
Name typed, printed, or stamped

President
(Title or rank)

[Signature]
Signature of Notary (Serial or Commission No.)



NOTE: THIS FORM IS REQUIRED FROM ALL BIDDERS

RFB 19-18LKD Grounds Maintenance Service for Southwest Florida International Airport-Multiple Entrances
FORM 4: PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES

A person, affiliate, or corporation 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 vendor, 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 thirty-six (36) months from the date of being placed on the convicted vendor list.

The Bidder certifies by submission of this form that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal entity, department or agency.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

BIDDER'S NAME: P&T Lawn and Tractor Service, Inc.

RFB 19-18LKD Grounds Maintenance Service for Southwest Florida International Airport-Multiple Entrances
FORM 5: BIDDER'S SCRUTINIZED COMPANIES CERTIFICATION

BIDDER'S CERTIFICATION

Bidder/Proposer/Consultant hereby certifies under penalties of perjury as of the date of this bid, proposal or letter of qualifications to provide goods and services to the Lee County Port Authority that it has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in Section 287.135, Fla. Stat., is not engaged in business operations in Cuba and Syria; and is not on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

I further certify that I am duly authorized to submit this certification on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

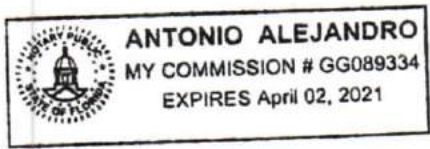
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT FALSIFICATION OF THIS CERTIFICATION MAY RESULT IN TERMINATION OF THE CONTRACT, DEBARMENT OF THE COMPANY FROM SUBMITTING A BID OR PROPOSAL FOR A PERIOD OF THREE (3) YEARS FROM THE DATE THE CERTIFICATION IS DETERMINED TO BE FALSE, CIVIL PENALTIES, AND THE ASSESSMENT OF ATTORNEY'S FEES AND COSTS AGAINST THE COMPANY. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Teena Zielinski
[Signature]

Notary Public
State of Florida
County of Lee

Sworn to and subscribed before me this 14th day of November, 20 19,
by Teena Zielinski who produced the following as identification
personally known to me (Type of identification) or is personally known to me. My
Commission Expires 4/2/21.

[stamp or seal]
Antonio Alejandro
[Signature of Notary Public]
Antonio Alejandro
[Typed or printed name]



RFB 19-18LKD Grounds Maintenance Service for Southwest Florida International Airport-Multiple Entrances
FORM 6: LOCAL PREFERENCE AFFIDAVIT

The firm submitting the attached bid is either (please check one):

- A firm whose principal place of business is located within the boundaries of Lee County, Florida.

Please identify the firm name and physical address below:

(in Lee County, Florida)

- A firm that has provided goods or services to Lee County or the Lee County Port Authority on a regular basis for the preceding consecutive three (3) years and has the personnel, equipment, and materials located within the boundaries of Lee County sufficient to constitute a present ability to perform the service or provide the goods for this project.

Please provide the following information:

Number of employees currently working in Lee County full time = 70

Projects completed in Lee County over the last consecutive three (3) years:

Please see attached contract history

_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__

Current Lee County location of equipment, materials and personnel that will be used full time on this project:

2581 Brown Rd
Alva, FL 33920

(in Lee County, Florida)

- A firm whose principal place of business is located within the boundaries of an adjacent county with a reciprocal Local Vendor Preference agreement.

Please identify the firm name and physical address below:

P & T Lawn and Tractor Service Inc.
15980 Old Olga Road
Alva, FL 33920
239-694-4848

Please see our Lee County Contracts and Lee County Port Authority below. Most of our contracts are ongoing:

- Lee County Code Enforcement: Lot mowing of foreclosed and unkempt properties throughout Lee County; Size of property varies, contract held for over 8 years. Completed in October 2019
Mary Nye: (239) 533-8388
- Lee County DOT:
5560 Zip Drive
Fort Myers, FL 33905
Landscape maintenance and mowing of various median plants beds, size of property varies; various contracts held for over 16 years
Bob DeBrock: (239) 533- 9425
- Lee County DOT:
5560 Zip Drive
Fort Myers FL 33905
Periodic Irrigation Maintenance of Various Roadways, size of properties varies; contract held for 2 years and ended June 2017; Started New Roads Contract February 2018, ended October '19
Patrick McFadden: PMcFadden@leegov.com
- Lee County Facilities:
Landscape maintenance of Animal Services, Medical Examiner's Office, Public Safety Building, Henderson Avenue Warehouse, Lee County Transit, Lehigh Sheriff Sub-Station, and the Gun Range for over 10 years; size of properties varies
Randall Harris (239) 707-2481
- Lee County Fleet Management:
2955 Van Buren Street
Fort Myers, FL 33916
Landscape maintenance of Fleet Management for 8 years
Marilyn Rawlings: (239) 338-3233
- Lee County Incinerator:
Landscape and Irrigation Maintenance of 48 acres;



- Lee County Library Admin.:
1500 Monroe Street
Fort Myers, FL 33901

Landscape maintenance of 12 Lee County Libraries for over 4 years
Richard Wolters: RWolters@Leegov.com
- Lee County Parks & Recreation:
PO Box 398
Fort Myers, FL 33902

Landscape maintenance of 74 various parks throughout Lee County on and off for over 11 years
Terry Slawson: (239) 707-3994
- Lee County Port Authority:

Landscape and Irrigation Maintenance and repairs of at the Page Field Airport of approx. 200 acres; contract held for over 4 years
Anthony Lindberg: (239) 939-5848
- Lee County Port Authority:
11000 Terminal Access Road,
Suite 8671
Fort Myers, FL 33913

Landscape and Irrigation Maintenance and repairs of Southwest Florida International Airport Entrance and Palm Frond Trimming contract started in May 2017 and ended in 2018
Toni Elias: (239) 590-4558
- Lee County Utilities:

Landscape maintenance of the Lee County Wastewater Facilities and Wastewater Reuse Sites; Size of Sites Vary; Contract held for over 10 years
Dennis Lang: (239) 481-1953



Equipment List

Equipment Presently Owned by P & T Lawn and Tractor Services, Inc.

The following is a complete list of all equipment presently owned by P & T Lawn and Tractor Service. We are willing and able to purchase additional equipment as needed. No equipment is leased.

29	Scag 52" Mowers
2	Standard 52" Mowers
2	Scag 61" Mowers
9	Landscape Trucks
1	Tree Boom Trucks (5.5 ton)
1	Tree Boom Truck (10 ton)
4	Tractor Trailers
12	Lawn Equipment Trailers
20	Stihl Hedge Trimmer
35	Stihl Weed Trimmers
20	Stihl Back Pack Blowers
12	Stihl Stick Edger's
10	Stihl Chain Saws
35	Lesco Backpack Weed Sprayers
3	JCB Fork Lift
2	Bucket Trucks
1	Caterpillar Skid Steer Trak Machine
3	2000-gallon Water Truck
2	7320 John Deere with 15Ft batwing bush hogs
3	Kowalski Mule 550 Spray Carts with 30-gallon spray tanks
2	8160 New Holland Tractor with 15' bush hog mowers
1	John Deere 624 Front End Loader
5	Kubota Tractors
1	Mini Backhoe
3	Irrigation Trucks
1	Pest Control Trucks
8	Pick-up Trucks
15	Enclosed Landscape Trailers
2	Chippers
2	Kubota Excavators
1	Kubota Mini Loader
1	Crane Truck (20 ton)
1	Kubota Skid Steer

Attachments for Tractors Include:

2	6-foot Bush Hogs
3	200-gallon Sprayers
1	6 ft Rototiller

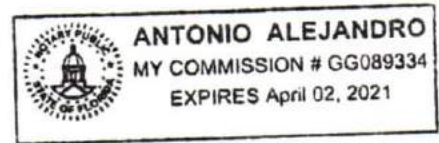


RFB 19-18LKD Grounds Maintenance Service for Southwest Florida International Airport-Multiple Entrances
FORM 6: LOCAL PREFERENCE AFFIDAVIT (Continued)

Not a Local Vendor as defined by Lee County Ordinance 00-10, as amended by Lee County Ordinance Nos. 08-26 and 17-16.

Teena Zielinski
Printed Name
President
Title
Teena Ziel
Signature

Notary Public – State of Florida
County of Lee
Sworn to and subscribed before me this 14th day of November, 2019
Personally known or produced identification _____
My Commission Expires 4/2/21
(Type of identification) personally known to me
Antonio Alejandro
Printed, typed or stamped commissioned name of Notary Public



BIDDER PROFESSIONAL REFERENCES

Note: For Bids this form will be requested from the apparent low Bidder only, prior to the award.
(not submitted at time of bid)

Provide this form to a minimum of three references. The Authority reserves the right to verbally verify references.

- 1) **Section 1:** Bidder is to complete with reference respondent's information prior to providing to them for their response. (This is **not** the Bidder's information.)
- 2) **Section 2:** Enter the name of the Bidder; provide the project information that the reference respondent is to provide a response for.
- 3) **Section 3:** To be completed by the reference respondent.
- 4) **Section 4:** The reference respondent to print and sign name
- 5) A **minimum of 3 reference responses** are requested to be returned to the Procurement Agent.
- 6) Failure to obtain reference surveys may make your company non-responsive.

RFB 19-18LKD Grounds Maintenance Service for Southwest Florida International Airport-Multiple Entrances
FORM 7: PROFESSIONAL REFERENCES
 RFB 19-18LD

**Grounds Maintenance Service for
 Southwest Florida International Airport-Multiple Entrance(s)**

Section 1	Client/Reference Respondent Information - Please Print Legibly	Please return completed form to:
Name & Title:	Anthony Lindberg Maintenance Manager	Purchasing Agent: <u>Lori DeLoach</u>
Company:	Lee County Port Authority	Due Date: _____
Email:	Alindberg@flylcpa.com	Total # Pages: _____
Phone:	239-590-6640	Phone: <u>239-590-4555</u> Fax: <u>239-590-4539</u>
		Email: <u>LKDeLoach@FLYLCPA.COM</u>
Section 2		
Bidder Name:	P & T Lawn and Tractor Service, Inc.	
Client's Project Name:	Page Field	
You or your company have been given as a reference on the project identified above. Please provide responses in section 3:		

- Section 3**
- How long have you done business with this company?
5 Years
 - What type(s) of business have you done with this company?
Landscaping maintenance, irrigation repairs and maintenance, installation of sod and plants
 - What is your overall impression of this company's qualifications?
P&T has trained and skilled staff in all the landscaping specialty trades.

E (Excellent)	G (Good)	S (Satisfactory)	NS (Not Satisfactory)
---------------	----------	------------------	-----------------------

- How would you rate the Company's overall service quality?
- How would you rate their supervisors and staffing?
- How would you rate their communication?
- How would you rate their preventative maintenance program?
- How would you rate their responsiveness?
- How would you rate their invoicing and reporting process?
- WOULD YOU USE THIS COMPANY AGAIN?

<input checked="" type="radio"/> E	G	S	NS
<input checked="" type="radio"/> E	G	S	NS
<input checked="" type="radio"/> E	G	S	NS
<input checked="" type="radio"/> E	G	S	NS
<input checked="" type="radio"/> E	G	S	NS
<input checked="" type="radio"/> E	G	S	NS
<input checked="" type="radio"/> YES			NO

11. Do you have any additional comments regarding the quality of the services this company has furnished and performed at your facility?

Over the last 5 years, P&T has never missed or been late for scheduled maintenance. They always go above and beyond the scope of work to ensure the customer is happy.

RFB 19-18LKD Grounds Maintenance Service for Southwest Florida International Airport-Multiple Entrances
FORM 7: PROFESSIONAL REFERENCES
 RFB 19-18LD

**Grounds Maintenance Service for
 Southwest Florida International Airport-Multiple Entrance(s)**

Section 1	Client/Reference Respondent Information - Please Print Legibly	Please return completed form to:
Name & Title:	Bob Franceschini Purchasing Mgr.	Purchasing Agent: <u>Lori DeLoach</u>
Company:	Village of Estero	Due Date: _____
Email:	Franceschini@estero-fl.gov	Total # Pages: _____
Phone:	239-319-2821	Phone: <u>239-590-4555</u> Fax: <u>239-590-4539</u>
Section 2		Email: <u>LKDeLoach@FLYLCPA.COM</u>
Bidder Name:	P & T Lawn and Tractor Service, Inc.	
Client's Project Name:		
You or your company have been given as a reference on the project identified above. Please provide responses in section 3:		

- Section 3**
- How long have you done business with this company?
30 years
 - What type(s) of business have you done with this company?
Mowing, Landscape Maintenance, Pest Control
 - What is your overall impression of this company's qualifications?
Excellent

E (Excellent)	G (Good)	S (Satisfactory)	NS (Not Satisfactory)
---------------	----------	------------------	-----------------------

- How would you rate the Company's overall service quality?
- How would you rate their supervisors and staffing?
- How would you rate their communication?
- How would you rate their preventative maintenance program?
- How would you rate their responsiveness?
- How would you rate their invoicing and reporting process?
- WOULD YOU USE THIS COMPANY AGAIN?

<input checked="" type="radio"/> E	G	S	NS
<input checked="" type="radio"/> E	G	S	NS
<input checked="" type="radio"/> E	G	S	NS
<input checked="" type="radio"/> E	G	S	NS
<input checked="" type="radio"/> E	G	S	NS
<input checked="" type="radio"/> E	G	S	NS
<input checked="" type="radio"/> YES			NO

11. Do you have any additional comments regarding the quality of the services this company has furnished and performed at your facility?
P+T is the premiere landscaping company in SWFL. You cannot do better!

RFB 19-18LKD Grounds Maintenance Service for Southwest Florida International Airport-Multiple Entrances
FORM 7: PROFESSIONAL REFERENCES
 RFB 19-18LD

Grounds Maintenance Service for
 Southwest Florida International Airport-Multiple Entrance(s)

Section 1	Client/Reference Respondent Information - Please Print Legibly	Please return completed form to:
Name & Title:	Randall Harris Project Manager	Purchasing Agent: Lori DeLoach
Company:	Lee County BOCC	Due Date: 11/21/19
Email:	Rharris@leegov.com	Total # Pages: 1
Phone:	239 707 2481	Phone: 239-590-4555 Fax: 239-590-4539
		Email: LKDeLoach@FLYLCPA.COM
Section 2		
Bidder Name:	P & T Lawn and Tractor Service, Inc.	
Client's Project Name:	RFB 19-18LD	
You or your company have been given as a reference on the project identified above. Please provide responses in section 3:		
Section 3		

- How long have you done business with this company?
 3 years myself personally but Lee County many years
- What type(s) of business have you done with this company?
 Landscape maintenance, Landscape installation, Irrigation work, Tree trimmings
- What is your overall impression of this company's qualifications?
 Excellent

E (Excellent)	G (Good)	S (Satisfactory)	NS (Not Satisfactory)
---------------	----------	------------------	-----------------------

- How would you rate the Company's overall service quality?
- How would you rate their supervisors and staffing?
- How would you rate their communication?
- How would you rate their preventative maintenance program?
- How would you rate their responsiveness?
- How would you rate their invoicing and reporting process?
- WOULD YOU USE THIS COMPANY AGAIN?

<input checked="" type="radio"/> E	G	S	NS
<input checked="" type="radio"/> E	G	S	NS
E	<input checked="" type="radio"/> G	S	NS
E	<input checked="" type="radio"/> G	S	NS
<input checked="" type="radio"/> E	G	S	NS
E	<input checked="" type="radio"/> G	S	NS
<input checked="" type="radio"/> YES		NO	

- Do you have any additional comments regarding the quality of the services this company has furnished and performed at your facility?

Pand T is a reliable firm, and have a large staff of personel. They go the extra mile for there customers

Jessica Zielinski

Sent directly to Lori on 11/12

From: Debrock, Robert <RDebrock@leegov.com>
Sent: Tuesday, November 12, 2019 9:21 AM
To: Jessica Zielinski
Subject: RE: [EXTERNAL] Fwd: RFB 19-18 Reference Request

Already heard back from the airport that they received.

Robert "Bob" DeBrock
Landscape Project Manager
LCDOT Operations
239-533-9425 Desk
239-357-4591 Cell

From: Jessica Zielinski <jkzielinski26@gmail.com>
Sent: Tuesday, November 12, 2019 9:18 AM
To: Debrock, Robert <RDebrock@leegov.com>
Subject: Re: [EXTERNAL] Fwd: RFB 19-18 Reference Request

Awesome! Thank you so much. Have a good day!

On Tue, Nov 12, 2019 at 9:01 AM Debrock, Robert <RDebrock@leegov.com> wrote:

Good morning Jess,

Sent both. So far so good.

Happy Tuesday!

Robert "Bob" DeBrock
Landscape Project Manager
LCDOT Operations
239-533-9425 Desk
239-357-4591 Cell

From: Jessica Zielinski <jkzielinski26@gmail.com>
Sent: Monday, November 11, 2019 1:34 PM
To: Debrock, Robert <RDebrock@leegov.com>
Subject: [EXTERNAL] Fwd: RFB 19-18 Reference Request

Good afternoon Bob,

We have yet another reference request needed for the Southwest Florida International Airport upcoming grounds maintenance bid. Can you please fill out the attached questionnaire form?

I have attached a reference questionnaire form from The Lee County Port Authority. They are requesting that the attached form be filled out completely and sent to LKDeLoach@FLYLCPA.COM. Please let us know if you'd be willing to serve as a reference.

As a trusted customer, we value your opinion and hope that you will take the time to share your thoughts. If you have any questions or concerns, please feel free to contact us at any time.

Thank you in advance for your time. Please return reference form no later than, **Thursday, November 21, 2019**.

Thank You,

--

Jessica Zielinski



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation
P&T LAWN & TRACTOR SERVICE, INC

Filing Information

Document Number	S29834
FEI/EIN Number	65-0249564
Date Filed	02/04/1991
State	FL
Status	ACTIVE
Last Event	NAME CHANGE
AMENDMENT	
Event Date Filed	04/08/2010
Event Effective Date	NONE

Principal Address

15980 OLD OLGA ROAD
ALVA, FL 33920

Changed: 01/21/1994

Mailing Address

15980 OLD OLGA ROAD
ALVA, FL 33920

Changed: 03/24/2009

Registered Agent Name & Address

TEENA ZIELINSKI
15980 OLD OLGA RD.
ALVA, FL 33920

Name Changed: 03/30/1993

Address Changed: 03/30/1993

Officer/Director Detail

Name & Address

Title PRES

ZIELINSKI, TEENA
15980 OLD OLGA RD

ALVA, FL 33920

Title VP

ZIELINSKI, PETER JOHN
 3160 Orangetree Bend
 Fort Myers, FL 33905

Annual Reports

Report Year	Filed Date
2017	01/25/2017
2018	01/22/2018
2019	03/28/2019

Document Images

03/28/2019 -- ANNUAL REPORT	View image in PDF format
01/22/2018 -- ANNUAL REPORT	View image in PDF format
01/25/2017 -- ANNUAL REPORT	View image in PDF format
03/14/2016 -- ANNUAL REPORT	View image in PDF format
03/23/2015 -- ANNUAL REPORT	View image in PDF format
01/20/2014 -- ANNUAL REPORT	View image in PDF format
01/29/2013 -- ANNUAL REPORT	View image in PDF format
02/12/2012 -- ANNUAL REPORT	View image in PDF format
03/21/2011 -- ANNUAL REPORT	View image in PDF format
04/08/2010 -- Name Change	View image in PDF format
03/31/2010 -- ANNUAL REPORT	View image in PDF format
03/24/2009 -- ANNUAL REPORT	View image in PDF format
02/09/2008 -- ANNUAL REPORT	View image in PDF format
01/22/2007 -- ANNUAL REPORT	View image in PDF format
01/16/2006 -- ANNUAL REPORT	View image in PDF format
01/12/2005 -- ANNUAL REPORT	View image in PDF format
01/28/2004 -- ANNUAL REPORT	View image in PDF format
04/30/2003 -- ANNUAL REPORT	View image in PDF format
02/20/2002 -- ANNUAL REPORT	View image in PDF format
04/16/2001 -- ANNUAL REPORT	View image in PDF format
03/04/2000 -- ANNUAL REPORT	View image in PDF format
03/16/1999 -- ANNUAL REPORT	View image in PDF format
01/29/1998 -- ANNUAL REPORT	View image in PDF format
02/06/1997 -- ANNUAL REPORT	View image in PDF format
02/13/1996 -- ANNUAL REPORT	View image in PDF format
03/31/1995 -- ANNUAL REPORT	View image in PDF format

CERTIFICATE OF LIABILITY INSURANCE

Date
10/29/2019

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits																				
		GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur <hr/> General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence \$ Damage to rented premises (EA occurrence) \$ Med Exp \$ Personal Adv Injury \$ General Aggregate \$ Products - Comp/Op Agg \$																				
		AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident) \$ Bodily Injury (Per Person) \$ Bodily Injury (Per Accident) \$ Property Damage (Per Accident) \$																				
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made Deductible				Each Occurrence Aggregate																				
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.	WC 71949	01/01/2019	01/01/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 15%;">WC Statutory Limits</td> <td style="width: 5%;"></td> <td style="width: 15%;">OTH-ER</td> <td style="width: 60%;"></td> </tr> <tr> <td></td> <td>E.L. Each Accident</td> <td></td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Ea Employee</td> <td></td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Policy Limits</td> <td></td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/>	WC Statutory Limits		OTH-ER			E.L. Each Accident			\$1,000,000		E.L. Disease - Ea Employee			\$1,000,000		E.L. Disease - Policy Limits			\$1,000,000
<input checked="" type="checkbox"/>	WC Statutory Limits		OTH-ER																							
	E.L. Each Accident			\$1,000,000																						
	E.L. Disease - Ea Employee			\$1,000,000																						
	E.L. Disease - Policy Limits			\$1,000,000																						

Other **Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616**

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 90-67-744
 Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

P&T Lawn & Tractor Service, Inc

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.
 Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.
 A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or email certificates@lioninsurancecompany.com

Project Name:
 WAIVER OF SUBROGATION APPLIES IN FAVOR OF LEE COUNTY PORT AUTHORITY AND SOUTHWEST FLORIDA INTERNATIONAL AIRPORT(RSW). ISSUE 10-29-19 (SS)

Begin Date: 6/12/2019

CERTIFICATE HOLDER
 LEE COUNTY PORT AUTHORITY
 SOUTHWEST FLORIDA INTERNATIONAL AIRPORT(RSW)
 11000 TERMINAL ACCESS ROAD, SUITE 8671
 FORT MYERS, FL 33913

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

[Signature]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/8/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Chapman Insurance Group, LLC 2455 Tamiami Trail Port Charlotte FL 33952	CONTACT NAME: Bath Dvornik	
	PHONE (A/C, No, Ext): 9413474707	FAX (A/C, No): 8885596583
E-MAIL ADDRESS: commercial@cigflorida.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Southern-Owners		10190
INSURER B: Owners		32700
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

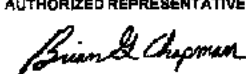
INSURED
 P&T LAWN & TRACTOR SERVICE, INC
 15980 OLD OLGA RD
 ALVA FL 33920

COVERAGES **CERTIFICATE NUMBER:** 2094680318 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR NSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y Y	20503122	10/5/2019	10/5/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		5050312201	10/5/2019	10/5/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		5050312200	10/5/2019	10/5/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	INLAND MARINE		20503122	10/5/2019	10/5/2020	RENTED EQUIPMENT 100,000 SCHEDULED EQUIP. 197,271

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 AUTOMATIC ADDITIONAL INSURED STATUS AND AUTOMATIC WAIVER OF SUBROGATION APPLIES TO CERTIFICATE HOLDER WITH REGARD TO GENERAL LIABILITY.
 LEE COUNTY PORT AUTHORITY, SOUTHWEST FLORIDA INTERNATIONAL AIRPORT IS INCLUDED AS ADDITIONAL INSURED STATUS AND AUTOMATIC WAIVER OF SUBROGATION APPLIES TO CERTIFICATE HOLDER WITH REGARD TO GENERAL LIABILITY AND AUTO AND INCLUDES PRIMARY AND NON-CONTRIBUTORY. SEVERABILITY OF INTERESTS AND 30 DAY NOTICE OF CANCELLATION/NON RENEWAL APPLIES

CERTIFICATE HOLDER LEE COUNTY PORT AUTHORITY SOUTHWEST FLORIDA INTERNATIONAL AIRPORT MAUREEN ANDRES - PROPERTY COORDIAN TOR 11000 TERMINAL ACCESS ROAD SUITE 8671 FORT MYERS FL 339138213	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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Certifications & Licenses

Certificate/ License Name	Licensee/Certificate Holder	Expiration Date
BMP	Antonio Alejandro	N/A
BMP	Mario H Canil Jr.	N/A
BMP	Yzael Colon Heavelin	N/A
BMP	Jose I. Cruz	N/A
BMP	Samuel De Leon	N/A
BMP	Bacilio Diego Pablo	N/A
BMP	Francisco Francisco	N/A
BMP	Mario Diego Nicolas	N/A
BMP	Kevin Diego Pablo	N/A
BMP	Angel M Garcia Martinez	N/A
BMP	Erijoel Garcia Martinez	N/A
BMP	Nicolas Juan Marcos	N/A
BMP	Juan Maldonado	N/A
BMP	Enrique Mate	N/A
BMP	Moises Rivera	N/A
BMP	Manuel J Robles Martinez	N/A
BMP	Rafael Rodriguez-Berrios	N/A
BMP	Guadalupe Rojop Ordonez	N/A
BMP	Victor Rosado	N/A
BMP	Jorge Torres Garcia	N/A
BMP	Robert Zielinski II	N/A
Certified Arborist	Pete Zielinski	06/30/2022
Certified Pest ID Card Holder	Jose Ivan Cruz	8/31/2020
Certified Pest ID Card Holder	Angel Manuel Garcia Martinez	8/31/2020
Certified Pest Control Operator	Dan Lott	08/31/2020
Certified Pest ID Card Holder	William Billy Melendez	8/31/2020
Certified Pest ID Card Holder	Rafael Rodriguez Berrios	8/31/2020
Certified Pest ID Card Holder	Pete J Zielinski	8/31/2020
Certified Pest ID Card Holder	Robert Anthony Zielinski II	8/31/2020
Certified Pest ID Card Holder	Teena M Zielinski	8/31/2020
Certificate of Completion: MOT	Antonio Alejandro	05/25/2023
Certificate of Completion: MOT	Mario Canil	04/27/2021
Certificate of Completion: MOT	Mario Canil Jr.	04/27/2021
Certificate of Completion: MOT	Angel Garcia Martinez	04/27/2021
Certificate of Completion: MOT	Erijoel Garcia Martinez	04/27/2021
Certificate of Completion: MOT	Juan Maldonado	04/27/2021

Certificate of Completion: MOT	Jonathan S. Miller	05/25/2023
Certificate of Completion: MOT	Moises Rivera	04/27/2021
Certificate of Completion: MOT	Robert Zielinski II	04/18/2023
Charlotte County Certificate of Competency: Landscaping	Pete Zielinski	09/30/2021
Charlotte County Certificate of Competency: Irrigation	Jessica Zielinski	09/30/2021
Charlotte County Certificate of Competency: Irrigation	Pete Zielinski	09/30/2021
Charlotte County Local Business Tax Receipt	P & T Lawn and Tractor Service, Inc., Pete & Teena Zielinski	09/30/2020
City of Cape Coral Certificate of Competency: Irrigation Sprinkler (Lawn)	Jessica Zielinski	09/30/2020
City of Punta Gorda Certification of Competency: Irrigation/Sprinkler Contractor	Jessica Zielinski	09/30/2020
Collier County Certificate of Competency: Irrigation Sprinkler Contractor	Peter Zielinski	9/30/2020
Collier County Certificate of Competency: Landscape Restricted Contractor	Mary Conway (Teena) Zielinski	9/30/2020
Commercial Applicator License	Pete Zielinski	09/30/2021
Commercial Applicator License	Robert Zielinski II	06/30/2021
Commercial Landscape Maintenance Holder	Teena Zielinski	
Florida Certificate of Nursery Registration	Pete & Teena Zielinski	09/19/2020
Florida Unified Certification Program	P & T Lawn and Tractor Service, Inc.	
Hendry County Business Tax Receipt	Teena Zielinski	09/30/2020
Lee County Certificate of Competency: Irrigation Sprinkler Contractor	Jessica Zielinski	09/30/2020
Lee County Certificate of Competency: Irrigation Sprinkler Contractor	Pete Zielinski	09/30/2020

Lee County Local Business Tax Receipt: Professional Landscape Company	P & T Lawn and Tractor Service, Inc., Pete Zielinski	09/30/2020
Lee County Local Business Tax Receipt: Irrigation/ Lawn Sprinkler Contractor	P & T Lawn and Tractor Service, Inc., Pete Zielinski	09/30/2020
Lee County Local Business Tax Receipt: Tractor Service	P & T Lawn and Tractor Service, Inc., Pete Zielinski	09/30/2020
LTD. Commercial Fertilizer Applicator License	Antonio Alejandro	03/24/2023
LTD. Commercial Fertilizer Applicator License	Francisco Francisco	03/17/2023
LTD. Commercial Fertilizer Applicator License	Mario Diego Nicolas	06/23/2023
LTD. Commercial Fertilizer Applicator License	Mario Canil	08/15/2022
LTD. Commercial Fertilizer Applicator License	Kevin Diego Pablo	08/15/2022
LTD. Commercial Fertilizer Applicator License	Angel M Garcia-Martinez	08/15/2022
LTD. Commercial Fertilizer Applicator License	Yzael Colon Heavelin	08/15/2022
LTD. Commercial Fertilizer Applicator License	Samuel DeLeon	08/15/2022
LTD. Commercial Fertilizer Applicator License	Bacilio Diego Pablo	08/15/2022
LTD. Commercial Fertilizer Applicator License	Nicolas Juan Marcos	08/15/2022
LTD. Commercial Fertilizer Applicator License	Juan Maldonado	08/15/2022
LTD. Commercial Fertilizer Applicator License	Moises Rivera	08/15/2022
LTD. Commercial Fertilizer Applicator License	Manuel J Robles-Martinez	08/14/2022
LTD. Commercial Fertilizer Applicator License	Rafael Rodriguez Berrios	08/14/2022
LTD. Commercial Fertilizer Applicator License	Enrique Mata	08/14/2022
LTD. Commercial Fertilizer Applicator License	Guadalupe Rojop Ordonez	08/14/2022
LTD. Commercial Fertilizer Applicator License	Victor Rosado	08/14/2022
LTD. Commercial Fertilizer Applicator License	Jorge Torres Garcia	08/14/2022
LTD. Commercial Fertilizer Applicator License	Robert Zielinski II	03/24/2023
Minority Business: Women Business Certification	P&T Lawn and Tractor Service, Inc.	05/14/2021

Tier 1 Illicit Discharge Detection & Elimination Training	Robert Zielinski II	N/A
--	----------------------------	------------

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION
Francisco Francisco

GV3176-1

GV3176

Certificate # Trainee ID #

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Antonio B. Alejandro

GV22225-1

GV22225

Certificate #

Trainee ID #

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Yzael Colon Heavelin

GV406760-1

GV406760

Certificate #

Trainee ID #

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Bacilio Diego Pablo

GV406761-1

GV406761

Certificate #

Trainee ID #

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Angel M. Garcia Martinez

GV406766-1

GV406766

Certificate #

Trainee ID #

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Juan Maldonado

GV406774-1

GV406774

Certificate #

Trainee ID #

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Moises Rivera

GV406783-1

GV406783

Certificate #

Trainee ID #

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Mario H. Canil, Jr.

GV406758-1

GV406758

Certificate #

Trainee ID #

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Samuel De Leon

GV406763-1

GV406763

Certificate #

Trainee ID #

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Kevin Diego Pablo

GV406762-1

GV406762

Certificate #

Trainee ID #

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Nicolas Juan Marcos

GV406771-1

GV406771

Certificate #

Trainee ID #

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Enrique Mata

GV406776-1

GV406776

Certificate #

Trainee ID #

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Manuel J. Robles Martinez

GV406784-1

GV406784

Certificate #

Trainee ID #

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Rafael Rodriguez-Berrios

GV406785-1

GV406785

Certificate #

Trainee ID #

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
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State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Victor Rosado

GV406787-1

GV406787

Certificate #

Trainee ID #

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Guadalupe Rojop Ordonez

GV406786-1

GV406786

Certificate #

Trainee ID #

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Jorge Torres Garcia

GV406788-1

GV406788

Certificate #

Trainee ID #

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Mario Nicolas

GV3454-1

Certificate #

GV3454

Trainee ID #

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Erijoel Garcia Martinez

GV400384-1

Certificate #

GV400384

Trainee ID #

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Jose I. Cruz

GV399900-1

Certificate #

GV399900

Trainee ID #

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Francisco Francisco

GV3176-1

Certificate #

GV3176

Trainee ID #

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM



UF IFAS
UNIVERSITY of FLORIDA

Certificate of Training Best Management Practices Florida Green Industries

GV8152-1

Certificate #
GV8152

Trainee ID #

The undersigned hereby acknowledges that

William Melendez

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Issuer

T. Helin

Instructor

1/13/2010

Date of Class

DE Program Administrator

Not valid without seal



GV3454-1

Certificate #

GV3454

Trainee ID #

**Certificate of Training
Best Management Practices
Florida Green Industries**

UNIVERSITY OF
FLORIDA
IFAS EXTENSION

The undersigned hereby acknowledges that

Mario Nicolas

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Dr. L.E. Trenholm


Issuer

Mitchell

Instructor

9/18/2008

Date of Class


DEP Program Administrator

Not valid without seal



GV4470-1

Certificate #

GV4470

Trainee ID #

**Certificate of Training
Best Management Practices
Florida Green Industries**

UNIVERSITY OF
FLORIDA
IFAS EXTENSION

The undersigned hereby acknowledges that

Robert Zielinski

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Dr. L.E. Trenholm

Issuer

Brown

Instructor

3/17/2009

Date of Class


DEP Program Administrator

Not valid without seal

INTERNATIONAL SOCIETY OF ARBORICULTURE CERTIFIED ARBORIST™

Peter John Zielinski

Having successfully completed the requirements set by the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist®



Luana Vargas

Luana Vargas
Director of Credentialing Services
International Society of Arboriculture

Caitlyn Pollihan

Caitlyn Pollihan
Executive Director
International Society of Arboriculture

FL-9147A

Certification Number

2 Mar 2016

Certified Since

30 Jun 2022

Expiration Date



#0847
ISO/IEC 17024
Personnel Certification Program
ISA Certified Arborist®

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date September 10, 2019 File No. JE225638 Expires August 31, 2020

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
August 31, 2020 AT

P & T PEST MANAGEMENT
ALVA, FL 33920

JOSE IVAN CRUZ
P & T PEST MANAGEMENT
15980 OLD OLGA ROAD
ALVA, FL 33920

Regular

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

JOSE IVAN CRUZ
P & T PEST MANAGEMENT
ID CARD HOLDER

JE225638

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING August 31, 2020

Nicole Fried Signature
COMMISSIONER ATTACH PHOTO ON REVERSE

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date September 10, 2019 File No. JE278639 Expires August 31, 2020

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
August 31, 2020 AT

P & T PEST MANAGEMENT
ALVA, FL 33920

ANGEL MANUEL GARCIA MARTINEZ
P & T PEST MANAGEMENT
15980 OLD OLGA ROAD
ALVA, FL 33920

Regular

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

ANGEL MANUEL GARCIA MARTINEZ
P & T PEST MANAGEMENT
ID CARD HOLDER

JE278639

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING August 31, 2020

Nicole Fried Signature
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BUREAU OF LICENSING & ENFORCEMENT
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TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date September 10, 2019 File No. JE16490 Expires August 31, 2020

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
August 31, 2020 AT

P & T PEST MANAGEMENT
ALVA, FL 33920

KENNETH DANIEL LOTT
P & T PEST MANAGEMENT
15980 OLD OLGA ROAD
ALVA, FL 33920

Certified Operator

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

KENNETH DANIEL LOTT
P & T PEST MANAGEMENT
ID CARD HOLDER

JE16490

Certified Operator

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING August 31, 2020

Nicole Fried Signature
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STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date September 11, 2019 File No. JE89627 Expires August 31, 2020

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: August 31, 2020 AT

P & T PEST MANAGEMENT
ALVA, FL 33920

Regular

WILLIAM BILLY MELENDEZ
P & T PEST MANAGEMENT
15980 OLD OLGA ROAD
ALVA, FL 33920

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

WILLIAM BILLY MELENDEZ
P & T PEST MANAGEMENT
ID CARD HOLDER

JE89627

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING August 31, 2020

Nicole Fried Signature
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BUREAU OF LICENSING & ENFORCEMENT
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TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date September 10, 2019 File No. JE284777 Expires August 31, 2020

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: August 31, 2020 AT

P & T PEST MANAGEMENT
ALVA, FL 33920

Regular

RAFAEL RODRIGUEZ BERRIOS
P & T PEST MANAGEMENT
15980 OLD OLGA ROAD
ALVA, FL 33920

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

RAFAEL RODRIGUEZ BERRIOS
P & T PEST MANAGEMENT
ID CARD HOLDER

JE284777

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING August 31, 2020

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BUREAU OF LICENSING & ENFORCEMENT
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TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date September 10, 2019 File No. JE262355 Expires August 31, 2020

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: August 31, 2020 AT

P & T PEST MANAGEMENT
ALVA, FL 33920

Regular

PETE J ZIELINSKI
P & T PEST MANAGEMENT
15980 OLD OLGA ROAD
ALVA, FL 33920

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

PETE J ZIELINSKI
P & T PEST MANAGEMENT
ID CARD HOLDER

JE262355

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING August 31, 2020

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TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date September 10, 2019 File No. JE262356 Expires August 31, 2020

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
August 31, 2020 AT

P & T PEST MANAGEMENT
ALVA, FL 33920

ROBERT ANTHONY ZIELINSKI II
P & T PEST MANAGEMENT
15980 OLD OLGA ROAD
ALVA, FL 33920

Regular

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

ROBERT ANTHONY ZIELINSKI II
P & T PEST MANAGEMENT
ID CARD HOLDER

JE262356

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING August 31, 2020

Nicole Fried Signature
COMMISSIONER ATTACH PHOTO ON REVERSE

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TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date September 10, 2019 File No. JE262357 Expires August 31, 2020

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
August 31, 2020 AT

P & T PEST MANAGEMENT
ALVA, FL 33920

TEENA M ZIELINSKI
P & T PEST MANAGEMENT
15980 OLD OLGA ROAD
ALVA, FL 33920

Regular

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

TEENA M ZIELINSKI
P & T PEST MANAGEMENT
ID CARD HOLDER

JE262357

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING August 31, 2020

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BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

Certificate of Completion

Antonio B. Alejandro

Has Completed a Florida Department of
Transportation Approved Temporary Traffic
Control (TTC) Intermediate Course.

05/25/2023

209

Michael Stone

51729

Date Expires

FDOT Provider #

Instructor

Certificate #



Southwest Florida Safety Council
1714 Evans Avenue
Fort Myers, FL 33901
www.swflsc.com
samantha@swflsc.com



For more information about Temporary Traffic
Control (TTC) or to verify this certificate
www.motadmin.com

Certificate of Completion

Mario H. Canil

**Has Completed a Florida Department of
Transportation Approved Temporary Traffic
Control (TTC) Intermediate Course.**

04/27/2021

36

Michael Chiodakowsky

28810

Date Expires

FDOT Provider #

Instructor

Certificate #



T2 Center/University of Florida
2100 NE Waldo Road
Gainesville,
T2ct.ce.ufl.edu
dkpage@ufl.edu



For more information about Temporary Traffic
Control (TTC) or to verify this certificate

www.motadmin.com

Certificate of Completion

Mario H. Canil Jr.

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Intermediate Course.

04/27/2021

36

Michael Cherdakovsky

28511

Date Expires

FDOT Provider #

Instructor

Certificate #

UF University of Florida
Transportation Institute
Florida Department of Transportation
TTC-2021
UNIVERSITY OF FLORIDA

T2 Center/University of Florida
2100 NE Waldo Road
Gainesville,
T2ctt.ce.ufl.edu
dkpage@ufl.edu



For more information about Temporary Traffic Control (TTC) or to verify this certificate

www.motadmin.com

Certificate of Completion

Angel M. Garcia

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Intermediate Course.

04/27/2024

36

Michael Chodakovsky

28514

Date Expires

FDOT Provider #

Instructor

Certificate #



T2 Center/University of Florida
2100 NE Walco Road
Gainesville,
T2ct.ce.ufl.edu
dkpage@ufl.edu



For more information about Temporary Traffic Control (TTC) or to verify this certificate

www.motadmin.com

Certificate of Completion

Erijoel Garcia

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Intermediate Course.

04/27/2021

36

Michael Chiodakowsky

28815

Date Expires

FDOT Provider #

Instructor

Certificate #



T2 Center/University of Florida
2100 NE Walco Road
Gainesville,
T2ctt.ce.ufl.edu
dkpage@ufl.edu



For more information about Temporary Traffic Control (TTC) or to verify this certificate

www.motadmin.com

Certificate of Completion

Juan J. Maldonado

**Has Completed a Florida Department of
Transportation Approved Temporary Traffic
Control (TTC) Intermediate Course.**

04/27/2021

36

Michael Chodakowsky

28507

Date Expires

FDOT Provider #

Instructor

Certificate #



T2 Center/University of Florida
2100 NE Waldo Road
Gainesville,
T2cit.ce.ufl.edu
dkpage@ufl.edu



For more information about Temporary Traffic
Control (TTC) or to verify this certificate
www.motadmin.com

Certificate of Completion

Jonathan S. Miller

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Intermediate Course.

05/25/2023

209

Michael Stone

51730

Date Expires

FDOT Provider #

Instructor

Certificate #



Southwest Florida Safety Council
1714 Evans Avenue
Fort Myers, FL 33901
www.swfisc.com
samantha@swfisc.com



For more information about Temporary Traffic Control (TTC) or to verify this certificate
www.moladimin.com

Certificate of Completion

Moises E. Rivera

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Intermediate Course.

04/27/2021

36

Michael Chodakowsky

28503

Date Expires

FDOT Provider #

Instructor

Certificate #



T2 Center/University of Florida
2100 NE Waldo Road
Gainesville,
T2ctt.ce.ufl.edu
dkpage@ufl.edu



For more information about Temporary Traffic Control (TTC) or to verify this certificate

www.motadmin.com

Certificate of Completion

Robert A. Zielinski

**Has Completed a Florida Department of
Transportation Approved Temporary Traffic
Control (TTC) Intermediate (Refresher)**

04/18/2023

36

Michael Chodakowsky

50439

Date Expires

FDOT Provider #

Instructor

Certificate #



T2 Centers University of Florida
2100 NE Waldo Road
Gainesville, FL 32609
techtransfer.ce.ufl.edu
j.masciocchi@ufl.edu



For more information about Temporary Traffic
Control (TTC) or to verify this certificate
www.moladmin.com



**CHARLOTTE COUNTY LICENSING
CERTIFICATE OF COMPETENCY**

NOT VALID AFTER 09/30/2021

Lic. Type: L LANDSCAPE COM

DBA P&T LAWN & TRACTOR
SERVICE INC

Lic. Nbr: AAA-10-00010

PETER ZIELINSKI

15980 OLD OLGA ROAD

ALVA FLORIDA 33920





**CHARLOTTE COUNTY LICENSING
CERTIFICATE OF COMPETENCY**
NOT VALID AFTER 09/30/2021

Lic. Type: L LAWN IRRIG
DBA P & T LAWN AND TRACTOR
SERVICE INC
Lic. Nbr: AAA-18-00031
PETER ZIELINSKI
15980 OLD OLGA ROAD
ALVA FL 33920





**CHARLOTTE COUNTY LICENSING
CERTIFICATE OF COMPETENCY
NOT VALID AFTER 09/30/2021**

Lic. Type: L LAWN IRRIG

DBA P & T LAWN AND TRACTOR
SERVICE INC

Lic. Nbr: AAA-18-00030

JESSICA ZIELINSKI
15980 OLD OLGA ROAD
ALVA FL 33920



**2019 / 2020 CHARLOTTE COUNTY
LOCAL BUSINESS TAX RECEIPT**

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

ACCOUNT 8700
EXPIRES SEPTEMBER 30, 2020
RENEWAL

TYPE OF BUSINESS 238115 New Single-Family Housing Construction (Except For-Sale Builders) (LAWN IRRIGATI

BUSINESS VARIOUS LOCATIONS
ADDRESS CHARLOTTE COUNTY, FL 00000

BUSINESS P & T LAWN & TRACTOR SERVICE, INC
NAME

OWNER P & T TRACTOR SERVICE, INC TEENA & JOHN ZIELI

MAILING 15880 OLD OLGA RD
ADDRESS ALVA, FL 33920

AMOUNT 35.00
PENALTY 0.00
TOTAL 35.00

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED

Paid 07/25/2019 Receipt # 996-00002918 35.00

**2019 / 2020 CHARLOTTE COUNTY
LOCAL BUSINESS TAX RECEIPT**

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

ACCOUNT 8700
EXPIRES SEPTEMBER 30, 2020
RENEWAL

TYPE OF BUSINESS 238115 New Single-Family Housing Construction (Except For-Sale Builders) (LAWN IRRIGATI

BUSINESS VARIOUS LOCATIONS
ADDRESS CHARLOTTE COUNTY, FL 00000

BUSINESS P & T LAWN & TRACTOR SERVICE, INC
NAME

OWNER P & T TRACTOR SERVICE, INC TEENA & JOHN ZIELI

MAILING 15880 OLD OLGA RD
ADDRESS ALVA, FL 33920

AMOUNT 35.00
PENALTY 0.00
TOTAL 35.00

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED

Paid 07/25/2019 Receipt # 996-00002918 35.00

Dear Business Owner:


Your 2019 - 2020 Charlotte County Local Business Tax Receipt is attached above. Please detach the receipt and display it in a place that is visible to the public and available for inspection.

The Charlotte County Local Business Tax Receipt is in addition to any other license or certificate that may be required by law and does not signify compliance with zoning, health, or regulatory requirements. The Charlotte County Local Business Tax Receipt is non-regulatory and is not an endorsement of work quality.

Your 2019 - 2020 Local Business Tax Receipt is valid from October 01, 2019 through September 30, 2020. Annual account notices are mailed in June to the address of record at that time. Any Changes to your Local Business Tax Account due to change of Business Name, Ownership, Physical Address or you are Closing your Business please contact our office at 841-743-1350.

VICKIE L. POTTS
Charlotte County Tax Collector



 **City of Cape Coral
Certificate of Competency**

65583 Date Issued:

IRRIGATION SPRINKLER (LAWN)


ZIELINSKI JESSICA
P & T LAWN & TRACTOR SERVICE INC
Expiration Date: 09/30/2020

Detach and post bottom portion

CITY OF CAPE CORAL CERTIFICATE OF COMPETENCY

City of Cape Coral -- 1015 Cultural Park Blvd -- Cape Coral Florida 33990 -- (239) 574-0430
This Certificate expires September 30, 2020 Visit Our Website at www.capecoral.net

Certificate #: 65583

Location: 1598 OLD OLGA RD Business Phone: (239) 694-4848 State License:		Classification: SPECIALTY IRRIGATION SPRINKLER (LAWN)
ZIELINSKI JESSICA P & T LAWN & TRACTOR SERVICE INC 1598 OLD OLGA RD ALVA, FL 33920		Date Issued: Amount:



JESSICA ZIELINSKI
P & T LAWN AND TRACTOR SERVICE, INC.
15980 OLD OLGA RD

ALVA FL 339200

CITY OF PUNTA GORDA

BUILDING DEPARTMENT
326 WEST MARION AVENUE
PUNTA GORDA, FL 33950
(941) 575-3324

BuildingDept@CityofPuntaGordaFL.com

Certificate of Competency

CERT.# 20-00018610
TYPE: IRRIGATION/SPRINKLER CONTRACTOR
NOT VALID AFTER: September 30, 2020

<http://www.CityofPuntaGordaFL.com/government/building>
Expired or cancelled insurance automatically inactivates a license.

**COLLIER COUNTY
CERTIFICATE OF COMPETENCY**

CERTIFICATION INFORMATION

C29277 Certification Information
Collier County Board of County Commissioners

Date: August 30, 2019

DBA: P&T LAWN & TRACTOR SERVICE, INC.
ADDRESS: 15980 OLD OLGA ROAD
ALVA, FL 33920-

PHONE: 2396944848

CELL: 2397074610

FAX: 2396944848

LICENSEE NBR: C29277

QUALIFIER: MARY CONWAY (TEENA) ZIELINSKI

TYPE: IRRIGATION SPRINKLER CONTR.

CLASS CODE: 4220

ISSUANCE NBR: 201700000545

INSURANCE:

General Liability
October 05, 2019

Worker's Compensation
January 01, 2020

ORIG ISSD:

October 01, 2018

EXPIRATION:

September 30, 2020

NOTE: It is the Qualifier's responsibility to keep all business, licensing and requirements current and to provide up to date copies for Collier county files. This includes all insurance certificates and any change of address information.

Collier County • City of Marco • City of Naples
Contractor Licensing

IRRIGATION SPRINKLER CONTR.

Cert. Nbr: C29277 Exp: 08/30/2020 Status: Active

P&T LAWN & TRACTOR SERVICE, INC.
MARY CONWAY (TEENA) ZIELINSKI
15980 OLD OLGA ROAD
ALVA, FL 33920

Regulatory Management Division

Signed: _____

**COLLIER COUNTY
CERTIFICATE OF COMPETENCY**

CERTIFICATION INFORMATION

C29277 Certification Information
Collier County Board of County Commissioners

Date: August 30, 2019

DBA: P&T LAWN & TRACTOR SERVICE, INC.
ADDRESS: 15980 OLD OLGA ROAD
ALVA, FL 33920-

PHONE: 2396944848

CELL: 2397074610

FAX: 2396944848

LICENSEE NBR: C29277 QUALIFIER: MARY CONWAY (TEENA) ZIELINSKI
TYPE: LANDSCAPING RESTRICTED CONTR.

CLASS CODE: 4235

ISSUANCE NBR: 29277

INSURANCE:

ORIG ISSD:

EXPIRATION:

General Liability
October 05, 2019

October 01, 2018

September 30, 2020

Worker's Compensation
January 01, 2020

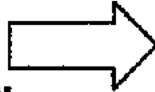
NOTE: It is the Qualifier's responsibility to keep all business, licensing and requirements current and to provide up to date copies for Collier county files. This includes all insurance certificates and any change of address information.

Collier County * City of Marco * City of Naples
Contractor Licensing

LANDSCAPING RESTRICTED CONTR.
Cert Nbr: C29277 Exp: 08/30/2019 Status: Active
P&T LAWN & TRACTOR SERVICE, INC.
MARY CONWAY (TEENA) ZIELINSKI
15980 OLD OLGA ROAD
ALVA, FL 33920
Regulatory Management Division

Signed: _____

This card is your license. It authorizes you, the license holder, to purchase and apply Restricted Use Pesticides (RUPs). Please sign your card and keep it with you when applying or purchasing RUPs.



Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM28022

ZIELINSKI, PETE JOHN
15900 OLD OLGA RD
ALVA, FL 33920

Categories
3, 4

Issued: September 19, 2017

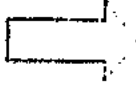
Expires: September 30, 2021

Signature of Licensee

ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 481, F.S. to purchase and apply restricted use pesticides.

This card is your license. It authorizes you, the license holder, to purchase and apply Restricted Use Pesticides (RUPs). Please sign your card and keep it with you when applying or purchasing RUPs.




Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM24994

ZIELINSKI II, ROBERT A
2280 BROWN RD
ALVA, FL 33920

Category
6, 3

Issued: June 27, 2017 Expires: June 30, 2021

Signature of Licensee: 
ADAM IL PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 409, F.S. to purchase and apply restricted use pesticides.

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
April 24, 2019

File No.
LC108359

Expires
April 30, 2020

THE COMMERCIAL LANDSCAPE MAINT. HOLDER NAMED BELOW
HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR
THE PERIOD EXPIRING: April 30, 2020

TEENA M ZIELINSKI
15980 OLD OLGA ROAD
ALVA, FL 33920

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

TEENA M ZIELINSKI
COMMERCIAL LANDSCAPE MAINT. HOLDER

LC108359

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING April 30, 2020

Nicole Fried Signature
COMMISSIONER

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

2019-20

HENDRY COUNTY BUSINESS TAX RECEIPT
Issued by: Patrick B. Langford, HENDRY COUNTY TAX COLLECTOR
RECEIPT EXPIRES 09/30/2020

RECEIPT NUMBER:
2006258474292

MACHINES

ROOMS

SEATS

EMPLOYEES

48

BUSINESS TYPE: 471458

LAWN/TRACTOR SERVICE

P & T LAWN & TRACTOR SERVICE, INC
ZIELINSKI TEENA
15980 OLD OLGA RD
ALVA FL 33920



LOCATION 2581 BROWN RD
ADDRESS: ALVA, FL 33920

SUPPLEMENTAL
X RENEWAL PATRICK B LANGFORD HENDRY COUNTY TAX 75.00
NEW RECEIPT 1002835-0001 of 0001
TRANSFER DATE 08/15/2019
Oper JAR
Till 12A
Paid 75.00

PENALTY	0.00
TOTAL	75.00

0000007500 0000007500 00000000000006868 1001 9

X _____
SIGN **AND RETURN WITH PAYMENT**
I SWEAR THAT THIS APPLICATION FOR RECEIPT IS MADE FOR THE BUSINESS OR
PROFESSION INDICATED HEREON AND IS TRUE AND CORRECT.
THE APPLICATION MUST COMPLY WITH STATE AND LOCAL ORDINANCE INCLUDING ZONING.

Florida Department of Agriculture and Consumer Services

CERTIFICATE OF NURSERY REGISTRATION

Section 581.131, F.S. and Rule 5B-2.002, F.A.C
 1911 S.W. 34th St. P.O. Box 147100, Gainesville, FL 32614-7100 (352) 395-4700



NICOLE "NIKKI" FRIED
 COMMISSIONER

ISSUED TO:

F & T LAWN & TRACTOR SERVICE, INC.
 ZIELINSKI, PET & TERNA
 15980 OLD OLGA RD
 ALVA, FL 33920-3447

THIS CERTIFICATE EXPIRES: 09/19/2020**FEE PAID: \$35.00****REGISTRATION NO.: 48015917****DATE ISSUED: 08/02/2019**

THIS IS TO CERTIFY that the nursery stock on the premises of the nursery shown hereon has been inspected for plant pests and weeds at least the minimum requirements of Section 581.131, Florida Statutes.

THIS CERTIFICATE OF REGISTRATION MUST BE DISPLAYED or in the immediate possession of any person engaged in the sale or distribution of nursery stock.

Nicole Fried

NICOLE "NIKKI" FRIED
 Commissioner of Agriculture



JACKSONVILLE
TRANSPORTATION
AUTHORITY

Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE) Certificate of Eligibility

P & T LAWN AND TRACTOR SERVICE INC

**MEETS THE REQUIREMENTS OF 49 CFR, PART 26
APPROVED NAICS CODES:**

561730

Samuel (Sammy) Febres
DBE & Small Business Development Manager
Florida Department of Transportation





LIC2016-00931

jkzielinski26@gmail.com

License Holder Name: JESSICA KATHLEEN ZIELINSKI
Firm Name: P AND T LAWN AND TRACTOR SERVICE IN
Address: 15980 OLD OLGA RD

ALVA, FL 33920

Thank you for assisting Lee County Contractor Licensing in their effort to "Go Green". Please keep this document/file in a safe place as you will not be receiving any additional copies of your license from this office. Be sure to keep your email address current with us at all times.

Below please find your Lee County Certificate of Competency. This Certificate will need to be renewed yearly if you wish to perform work in Unincorporated Lee County. Renewal will begin in the middle of August of each calendar year. If you choose to place your license on inactive status please notify this office as soon as possible. Please keep yourself up to date with our departments information by periodically reviewing our website at www.lee-county.com/dcd/contractorlicensing.htm

In addition to this Certificate, it is your responsibility to maintain your worker's compensation, general liability insurance and obtain a yearly business tax receipt from the Lee County Tax Collector while performing work in Unincorporated Lee County. You may email your certificates of insurance to ContractorLicensing@Leegov.com. Our phone number is 239-533-8895.

Please send e-mail address and/or telephone changes to ContractorLicensing@Leegov.com

IMPORTANT CHANGE PLEASE READ:

In an effort to reduce costs and "go green" we will no longer be mailing renewal reminders. If you wish to receive a renewal reminder via email please provide us with your email address along with your case number LIC2016-00931 to ContractorLicensing@Leegov.com. Re: "renewal by email".

.....
Cut Here
.....

Conditions of Certificate

LEE COUNTY
CERTIFICATE OF COMPETENCY
(239) 533-8895

Conditions of Certificate

Renewal due for active and inactive certificate each year in September.

NAME: JESSICA KATHLEEN ZIELINSKI
D/B/A P AND T LAWN AND TRACTOR SERVICE IN
LICENSED FOR: Irrigation Sprinkler Cntr

Shall maintain required insurances on active certificates.

COMP. NO. shall appear on all advertisements including vehicles reflecting a business name.

COMP. NO.: LS16-00931
NOT VALID AFTER: 08/30/2020

Shall inform the Contractor Licensing Office of any Address or telephone # changes.

Shall only contract in D/B/A name as it appears on certificate. Board of Approval required on business name changes.

Signature of License Holder



LIC2008-00752

petezielinski@comcast.net

License Holder Name: PETE J ZIELINSKI
Firm Name: P AND T LAWN AND TRACTOR SERVICE IN
Address: 15980 OLD OLGA ROAD

ALVA, FL 33920

Thank you for assisting Lee County Contractor Licensing in their effort to "Go Green". Please keep this document/file in a safe place as you will not be receiving any additional copies of your license from this office. Be sure to keep your email address current with us at all times.

Below please find your Lee County Certificate of Competency. This Certificate will need to be renewed yearly if you wish to perform work in Unincorporated Lee County. Renewal will begin in the middle of August of each calendar year. If you choose to place your license on inactive status please notify this office as soon as possible. Please keep yourself up to date with our departments information by periodically reviewing our website at www.lee-county.com/dcd/contractorlicensing.htm

In addition to this Certificate, it is your responsibility to maintain your worker's compensation, general liability insurance and obtain a yearly business tax receipt from the Lee County Tax Collector while performing work in Unincorporated Lee County. You may email your certificates of insurance to ContractorLicensing@Leegov.com. Our phone number is 239-533-8895.

Please send e-mail address and/or telephone changes to ContractorLicensing@Leegov.com

IMPORTANT CHANGE PLEASE READ:

In an effort to reduce costs and "go green" we will no longer be mailing renewal reminders. If you wish to receive a renewal reminder via email please provide us with your email address along with your case number LIC2008-00752 to ContractorLicensing@Leegov.com. Re: "renewal by email".

Cut Here

Conditions of Certificate

LEE COUNTY
CERTIFICATE OF COMPETENCY
(239) 533-8895

Conditions of Certificate

Renewal due for active and inactive certificate each year in September.

NAME: PETE J ZIELINSKI
D/B/A P AND T LAWN AND TRACTOR SERVICE IN
LICENSED FOR: Irrigation Sprinkler Cntr

Shall maintain required insurances on active certificates.

COMP. NO. shall appear on all advertisements including vehicles reflecting a business name.

COMP. NO.: LS08-00752
NOT VALID AFTER: 08/30/2020

Shall inform the Contractor Licensing Office of any Address or telephone # change.

Shall only contract in D/B/A name as it appears on certificate. Board of Approval required on business name changes.

Signature of License Holder



Local Business Tax Receipt

Dear Business Owner:

Your 2019-2020 Lee County Local Business Tax Receipt is attached below for account number **0905016**.

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

Lee County Tax Collector

2019 - 2020

LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 0905016

Account Expires: September 30, 2020

Location:
 15980 OLD OLGA RD
 ALVA FL 33920

P & T LAWN & TRACTOR SERVICE INC
ZIELINSKI PETE
 15980 OLD OLGA RD
 ALVA FL 33920

May engage in the business of:	
PROFESSIONAL LANDSCAPING COMPANY	
The business and qualifier on this Business Tax Receipt is "REGISTERED" in compliance with ordinance 08-08.	
THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY	
Payment Information:	
PAID 528474-65-1	08/23/2019 10:50 AM \$50.00



LIC2016-00931

jkzielinski26@gmail.com

License Holder Name: JESSICA KATHLEEN ZIELINSKI
Firm Name: P AND T LAWN AND TRACTOR SERVICE IN
Address: 15980 OLD OLGA RD
ALVA, FL 33920

Thank you for assisting Lee County Contractor Licensing in their effort to "Go Green". Please keep this document/file in a safe place as you will not be receiving any additional copies of your license from this office. Be sure to keep your email address current with us at all times.

Below please find your Lee County Certificate of Competency. This Certificate will need to be renewed yearly if you wish to perform work in Unincorporated Lee County. Renewal will begin in the middle of August of each calendar year. If you choose to place your license on inactive status please notify this office as soon as possible. Please keep yourself up to date with our departments information by periodically reviewing our website at www.lee-county.com/dcd/contractorlicensing.htm

In addition to this Certificate, it is your responsibility to maintain your worker's compensation, general liability insurance and obtain a yearly business tax receipt from the Lee County Tax Collector while performing work in Unincorporated Lee County. You may email your certificates of insurance to ContractorLicensing@Leegov.com. Our phone number is 239-533-8895.

Please send e-mail address and/or telephone changes to ContractorLicensing@Leegov.com

IMPORTANT CHANGE PLEASE READ:

In an effort to reduce costs and "go green" we will no longer be mailing renewal reminders. If you wish to receive a renewal reminder via email please provide us with your email address along with your case number LIC2016-00931 to ContractorLicensing@Leegov.com. Re: "renewal by email".

..... Cut Here

Conditions of Certificate

Renewal due for active and inactive certificate each year in September.

COMP. NO. shall appear on all advertisements including vehicles reflecting a business name.

Shall only contract in D/B/A name as it appears on certificate. Board of Approval required on business name changes.

LEE COUNTY CERTIFICATE OF COMPETENCY (239) 533-8885

NAME: JESSICA KATHLEEN ZIELINSKI
D/B/A P AND T LAWN AND TRACTOR SERVICE IN
LICENSED FOR: Irrigation Sprinkler Contr

COMP. NO.: L516-00931
NOT VALID AFTER: 09/30/2019

Signature of License Holder

Conditions of Certificate

Shall maintain required insurances on active certificates.

Shall inform the Contractor Licensing Office of any Address or telephone # change.



Local Business Tax Receipt

Dear Business Owner:

Your 2019-2020 Lee County Local Business Tax Receipt is attached below for account number 1001452.

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

Lee County Tax Collector

**2019 - 2020
LEE COUNTY LOCAL BUSINESS TAX RECEIPT**

Account Number: 1001452

Account Expires: September 30, 2020

Location:
15980 OLD OLGA RD
ALVA FL 33920

P AND T LAWN & TRACTOR SERVICE INC
ZIELINSKI PETE J
15980 OLD OLGA RD
ALVA FL 33920

May engage in the business of:

IRRIGATION / LAWN SPRINKLER CONTRACTOR

THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

Payment Information:

PAID 528474-68-1

08/23/2019 10:30 AM

\$50.00



Local Business Tax Receipt

Dear Business Owner:

Your 2019-2020 Lee County Local Business Tax Receipt is attached below for account number 8903963.

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

Lee County Tax Collector

2019 - 2020 LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 8903963

Account Expires: September 30, 2020

Location:
15980 OLD OLGA ROAD
ALVA FL 33920

P & T TRACTOR SERVICE
ZIELINSKI PETE J
15980 OLD OLGA RD
ALVA FL 33920

May engage in the business of:
TRACTOR SERVICE
THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

Payment Information:	
PAID 528474-67-1	08/23/2019 10:50 AM
	\$50.00

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date File No. Expires
February 19, 2019 LF231112 March 24, 2023

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF
CHAPTER 482 FOR THE PERIOD EXPIRING: March 24, 2023

ANTONIO BARRERA ALEJANDRO
15980 OLD OLGA RD
ALVA, FL 33920

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date File No. Expires
June 24, 2015 LF234226 June 23, 2019

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF
CHAPTER 482 FOR THE PERIOD EXPIRING: June 23, 2019

MARIO NICOLAS
15980 OLD OLGE RD
ALVA, FL 33920

Adam H. Putnam
ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date File No. Expires
March 18, 2015 LF230880 March 17, 2019

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF
CHAPTER 482 FOR THE PERIOD EXPIRING: March 17, 2019

FRANCISCO FRANCISCO
15980 OLD OLGA RD
ALVA, FL 33920

Adam H. Putnam
ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
August 16, 2018

File No.
LF275358

Expires
August 15, 2022

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF
CHAPTER 482 FOR THE PERIOD EXPIRING: August 15, 2022

MARIO HUMBERTO CANIL
15980 OLD OLGA RD
ALVA, FL 33920


ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
August 16, 2018

File No.
LF275348

Expires
August 15, 2022

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF
CHAPTER 482 FOR THE PERIOD EXPIRING: August 15, 2022

KEVIN DIEGO PABLO
15980 OLD OLGA RD
ALVA, FL 33920


ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
August 16, 2018

File No.
LF275347

Expires
August 15, 2022

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
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CHAPTER 482 FOR THE PERIOD EXPIRING: August 15, 2022

ANGEL M GARCIA-MARTINEZ
15980 OLD OLGA RD
ALVA, FL 33920


ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
August 17, 2018

File No.
LF275350

Expires
August 15, 2022

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF
CHAPTER 482 FOR THE PERIOD EXPIRING: August 15, 2022

YZAEL COLON HEAVELIN
15980 OLD OLGA RD
ALVA, FL 33920


ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
August 16, 2018

File No.
LF275359

Expires
August 15, 2022

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF
CHAPTER 482 FOR THE PERIOD EXPIRING: August 15, 2022

SAMUEL DELEON
15980 OLD OLGA RD
ALVA, FL 33920


ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
August 17, 2018

File No.
LF275349

Expires
August 15, 2022

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
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CHAPTER 482 FOR THE PERIOD EXPIRING: August 15, 2022

BACILIO DIEGO PABLO
15980 OLD OLGA RD
ALVA, FL 33920


ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date August 16, 2018 File No. LF275346 Expires August 15, 2022

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
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CHAPTER 482 FOR THE PERIOD EXPIRING: August 15, 2022

NICOLAS JUAN MARCOS
15980 OLD OLGA RD
ALVA, FL 33920


ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date August 16, 2018 File No. LF275345 Expires August 15, 2022

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
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CHAPTER 482 FOR THE PERIOD EXPIRING: August 15, 2022

JUAN MALDONDO
15980 OLD OLGA RD
ALVA, FL 33920


ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date August 15, 2018 File No. LF275271 Expires August 14, 2022

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF
CHAPTER 482 FOR THE PERIOD EXPIRING: August 14, 2022

MOISES RIVERA
15980 OLD OLGA RD
ALVA, FL 33920


ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date August 15, 2018 File No. LF275271 Expires August 14, 2022

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MOISES RIVERA
13980 OLD OLGA RD
ALVA, FL 33920


ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

MOISES RIVERA
LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER

LF275271

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING August 14, 2022


COMMISSIONER

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CORNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1630

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date August 15, 2018 File No. LF275270 Expires August 14, 2022

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
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CHAPTER 482 FOR THE PERIOD EXPIRING: August 14, 2022

MANUEL J ROBLES-MARTINEZ
13980 OLD OLGA RD
ALVA, FL 33920


ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

MANUEL J ROBLES-MARTINEZ
LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER

LF275270

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING August 14, 2022


COMMISSIONER

WEIGHT CARD - FOLD HERE

BUREAU OF LICENSING & ENFORCEMENT
3125 CORNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1630

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date August 15, 2018 File No. LF275268 Expires August 14, 2022

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF
CHAPTER 482 FOR THE PERIOD EXPIRING: August 14, 2022

RAFAEL RODRIGUEZBERRIOS
13980 OLD OLGA RD
ALVA, FL 33920


ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

RAFAEL RODRIGUEZBERRIOS
LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER

LF275268

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING August 14, 2022


COMMISSIONER

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CORNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1630

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date August 15, 2018 File No. LF275270 Expires August 14, 2022

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
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CHAPTER 482 FOR THE PERIOD EXPIRING: August 14, 2022

MANUEL J ROBLES-MARTINEZ
15980 OLD OLGA RD
ALVA, FL 33920


ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date August 15, 2018 File No. LF275268 Expires August 14, 2022

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RAFAEL RODRIGUEZBERRIOS
15980 OLD OLGA RD
ALVA, FL 33920


ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
April 9, 2019	LF230889	March 17, 2023

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF
CHAPTER 482 FOR THE PERIOD EXPIRING: March 17, 2023

FRANCISCO FRANCISCO
15980 OLD OLGA RD
ALVA, FL 33920

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
April 15, 2019	LF234226	June 23, 2023

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF
CHAPTER 482 FOR THE PERIOD EXPIRING: June 23, 2023

MARIO NICOLAS
15980 OLD OLGA RD
ALVA, FL 33920

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date August 16, 2018 File No. LF275349 Expires August 15, 2022

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
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CHAPTER 482 FOR THE PERIOD EXPIRING: August 15, 2022

BACILIO DIEGO PABLO
15980 OLD OLGA RD
ALVA, FL 33920


ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date August 15, 2018 File No. LF275260 Expires August 14, 2022

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF
CHAPTER 482 FOR THE PERIOD EXPIRING: August 14, 2022

ENRIQUE MATA
15980 OLD OLGA RD
ALVA, FL 33920


ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date August 15, 2018 File No. LF275266 Expires August 14, 2022

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
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CHAPTER 482 FOR THE PERIOD EXPIRING: August 14, 2022

GUADALUPE ROJOP ORDONEZ
15980 OLD OLGA RD
ALVA, FL 33920


ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date August 15, 2018 File No. LF275267 Expires August 14, 2022

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF
CHAPTER 482 FOR THE PERIOD EXPIRING: August 14, 2022

VICTOR ROSADO
15980 OLD OLGA RD
ALVA, FL 33920


ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date August 15, 2018 File No. LF275263 Expires August 14, 2022

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
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CHAPTER 482 FOR THE PERIOD EXPIRING: August 14, 2022

JORGE TORRES GARCIA
15980 OLD OLGA RD
ALVA, FL 33920


ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date February 11, 2019 File No. LF231111 Expires March 24, 2023

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF
CHAPTER 482 FOR THE PERIOD EXPIRING: March 24, 2023

ROBERT ANTHONY ZIELINSKI II
2280 BROWN RD
ALVA, FL 33920


NICOLE "NIKKI" FRIED, COMMISSIONER

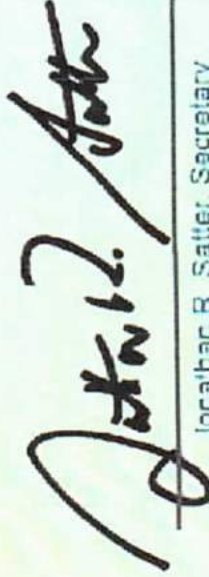
State of Florida

Woman Business Certification

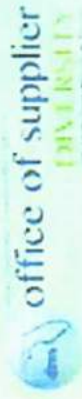
P & T Lawn & Tractor Service

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

05/14/2019 to 05/14/2021



Jonathan R. Satter, Secretary
Florida Department of Management Services



The Florida Department of Transportation
presents this
Certificate of Completion

to

Robert Zielinski/P & T Lawn & Tractor Service, Inc.

for successfully completing the

**Tier 1 Illicit Discharge Detection
and Elimination Training
CBT**

November 9, 2014

Date



TRESS Number
BT-19-0048

Contract Number _____
Vendor Number _____

LEE COUNTY PORT AUTHORITY
SERVICE PROVIDER AGREEMENT
GROUNDS MAINTENANCE SERVICE FOR
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT
MULTIPLE ENTRANCE(S)
RFB 19-18LKD

THIS SERVICE PROVIDER AGREEMENT is entered this ____ day of _____, 2020, between the LEE COUNTY PORT AUTHORITY, a political subdivision and special district of the State of Florida ("AUTHORITY"), at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and COMMERCIAL LANDSCAPE PROFESSIONALS, INC., d/b/a TRIMAC OUTDOOR, a Florida corporation, authorized to do business in the State of Florida, ("PROVIDER"), at 1579 Wild Fern Drive, Fleming Island, Florida 32003, Federal Identification Number 82-4788560.

WITNESSETH

WHEREAS, the Authority desires to obtain goods and/or services from Provider as described below for ground maintenance at the Southwest Florida International Airport in Fort Myers, Florida; and,

WHEREAS, the Provider certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by any applicable State Boards or Government Agencies responsible for regulating and licensing the services to be provided under this Agreement; and,

WHEREAS, the Provider has reviewed the goods and/or services required under this Agreement and has submitted a bid or quote agreeing to provide the requested goods or services, and states that it is qualified, willing and able to provide and perform all such services and provide any goods required according to the provisions, conditions and terms below and in accord with all governing federal, state and local laws and regulations; and

WHEREAS, the Provider has been selected to provide the goods and/or services described below as the result of a competitive selection process by Authority in accord with any applicable Florida Statutes and the Authority's Purchasing Policy, as approved by the Authority's Board of Port Commissioners.

NOW, THEREFORE, in consideration of the foregoing and the provisions contained herein, and the mutual consideration described below, the parties agree as follows:

1.0 RECITALS

The recitals set forth above are true and correct and are incorporated into the terms of this Agreement as if set forth herein at length.

2.0 SCOPE OF SERVICES

Provider hereby agrees to provide the goods and/or perform the services required to complete the work set out in Exhibit "A", entitled "Scope of Services", which is attached hereto and made a part of this Agreement.

3.0 REQUEST FOR BIDS AND PROVIDER'S BID - INCORPORATION BY REFERENCE

The terms of the Request for Bids, and Provider's Bid received in response to that Request, including any supplementary representations from Provider to Authority during the selection process, are hereby merged into and incorporated by reference as part of this Agreement. If there are any conflicts between the terms of the Request for Bids and this Agreement, or the Provider's Bid and this Agreement, the terms of this Agreement will control. The parties acknowledge that the Authority has relied on Provider's representations and the information contained in Provider's Bid and that those representations and this information has resulted in the selection of Provider to provide goods or perform services under this Agreement.

4.0 NON-EXCLUSIVE AGREEMENT AND PROVIDER SELECTION

Provider acknowledges that this Agreement is non-exclusive and that it is Authority's intent to award an agreement to provide ground maintenance services to two companies. Each company will be designated as the "Primary" or "Secondary" Provider for services to Area 1, Area 2 or both. The Primary Provider will be the Authority's first contact for the assignment of any work required under this Agreement. If the Primary Provider is unable to fulfill the Authority's needs or meet the required timeline for services, the Secondary Provider would be the next order of contact, as applicable. Additionally, the selection order may be changed by Authority at any time during the term of this Agreement as a result of deficient or non-compliant performance.

5.0 TERM OF AGREEMENT

The term of this Agreement will be for up to one (1) year with an option reserved to the Authority to extend the term of this Agreement for three (3) additional one-year renewal periods by notifying the Provider in writing, at least thirty (30) days in advance, of the expiration date of the initial term or any extension term. Services for Area 1 will commence on the first day of the month following approval by the Board of Port

Commissioners and will conclude on June 24, 2021. Services for Area 2 will commence on June 25, 2020 and conclude on June 24, 2021. Extension of this Agreement for the renewal periods will be upon the same terms and conditions, including pricing, and shall be at the sole discretion of the Authority.

6.0 LICENSES

The Provider agrees to obtain and maintain throughout the term of this Agreement, all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by any applicable State Boards or other governmental agencies responsible for regulating and licensing the services provided and performed by the Provider.

7.0 PERSONNEL

The Provider agrees that when the services to be provided and performed relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such service(s), to employ and/or retain only qualified personnel to be in charge of all such professional services to be provided under this Agreement.

Services performed under this Agreement shall be performed by Provider's own staff, unless agreed in advance by the Authority.

8.0 STANDARDS OF SERVICE

Provider agrees to provide and perform all services under this Agreement in accordance with generally accepted standards of practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agency that regulates or has jurisdiction over the services to be provided and/or performed by the Provider.

9.0 INDEMNIFICATION AND HOLD HARMLESS

The Provider agrees to be liable for, and shall indemnify, defend and hold harmless Lee County and Authority and their respective commissioners, officers, employees and agents, from and against any and all claims, liabilities, suits, judgments for damages, losses and expenses, including but not limited to court costs, expert witness and professional consultation services, and reasonable attorneys' fees arising out of or resulting from the Provider's services or provision of goods under this Agreement, or Provider's errors, omissions, negligence, recklessness, or the intentional misconduct of Provider or any agent, employee or other person employed or used by Provider in performance of services under this Agreement regardless of whether or not caused by a party indemnified hereunder.

10.0 COMPENSATION AND METHOD OF PAYMENT

10.1 The Authority shall pay the Provider for all requested and authorized goods provided or services completed in accordance with the requirements, provisions, and/or terms of this Agreement based on the compensation schedule set forth in Exhibit "B," which is attached hereto and made a part of this Agreement, either in a Lump Sum/Not to Exceed Amount or for Work in Progress, based upon Provider's monthly invoice, as described in this Section.

10.2 METHOD OF PAYMENT

- (a) LUMP SUM - Upon Authority's acceptance of Providers' work, Authority will pay Provider a lump sum as specified in Exhibit "B".

Lump Sum Fees are understood and agreed to include all direct and indirect labor costs, personnel related costs, overhead and administrative costs, costs of sub-consultant(s) and/or subcontractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Provider as may be required and/or necessary to complete each and every task set forth in the Scope of Services.

- (b) MONTHLY STATEMENTS - The Provider shall be entitled to submit not more than one invoice to the Authority for each calendar month. The monthly invoice shall cover services rendered and completed during the preceding calendar month. The Provider shall submit the invoices to the Authority's Finance Department. The Provider's invoice(s) shall be itemized to correspond to the basis of compensation as set forth in this Agreement, or any Amendment or Supplemental Agreement. Invoices shall include an itemized description of the project, the amount of time expended, and a description of the goods and services provided. The invoices shall be accompanied by a monthly progress report specifying the activities of the previous month and the planned activities for the next month. Failure by the Provider to follow these instructions shall result in an unavoidable delay of payment by the Authority.
- (c) PAYMENT SCHEDULE - The Authority shall issue payment to the Provider within thirty (30) calendar days after acceptance of the goods or services and receipt of an invoice from the Provider that is in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the Authority object or take exception to the amount of any Provider's invoice, the Authority shall notify the Provider of such objection or exception within thirty (30) days. If such objection or exception remains unresolved at the end of the thirty (30) day period, the Authority shall withhold the disputed amount and make payment

to the Provider of all amounts not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

10.3 TRAVEL/DIRECT COSTS - Provider may invoice Authority for the actual cost of express mail, printing, long distance telephone and other direct cost approved by the Authority in advance and in writing. In addition, Provider may be reimbursed for travel expenses incurred on Authority's behalf that comply with Section 112.061, Florida Statutes, and have been approved by Authority in advance and in writing.

11.0 LIQUIDATED DAMAGES

All work that does not meet the standards set out in this scope of work must be corrected before the Authority will authorize payment. The Authority has the right to deny payment for any work, or portion of work, not completed in accordance with the terms set forth in the Agreement. The Provider may be assessed liquidated damages for failure to complete the work within the scheduled time period or for failure to perform corrective work within seven (7) calendar days from the date of written notice from the Authority specifying the corrective work required. Liquidated damages shall be assessed or deducted from any amounts due to the Provider in the amount of \$100.00 for each consecutive calendar day from the date of written notice until the work is completed. Liquidated damages will be assessed not as a penalty but as an estimate of the Authority's damages if the work is not completed within the established time frame. The work shall be deemed to be complete on the date the Authority accepts it.

12.0 FAILURE TO PERFORM

Should the Provider fail to commence, provide, perform and/or complete any of the services and work required under this Agreement in a timely and diligent manner, the Authority may consider such failure as cause to terminate this Agreement. As an alternative to termination, the Authority may, at its option, withhold any or all payments due and owing to the Provider, not to exceed the amount of the compensation for the work in dispute, until such time as the Provider resumes performance of its obligations in accordance with the time and schedule of performance requirements set forth in this Agreement.

13.0 AUTHORITY'S REPRESENTATIVE

The James Furioli, Airport Maintenance Director, shall administer this Agreement for Authority.

14.0 PUBLIC RECORDS

Provider acknowledges that any information concerning its services may be exempt from disclosure under the Florida Public Records Law as follows:

(1) **Airport Security Plans** - The Southwest Florida International Airport security plan, and other critical operational materials designated by the Authority, are exempt from disclosure as public records under Section 331.22, Florida Statutes (2001).

These materials include, but are not limited to, any photograph, map, blueprint, drawing, or similar material that depicts critical operational information that the Authority determines could jeopardize airport security if generally known.

(2) **Building Plans** - Provider further acknowledges that Section 119.07(3)(b)1., Florida Statutes, exempts building plans, blueprints, schematic drawings, and diagrams depicting internal layouts and structural elements of a public building from the disclosure requirements of the Florida Public Records Law.

(3) **Airport Security Systems** - Section 281.301, Florida Statutes, exempts information relating to the security systems for any property owned by or leased to the Authority and any information relating to the security systems for any privately-owned or leased property which is in Authority's possession, including all records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to or revealing such systems or information, and all meetings relating directly to or that would reveal such systems or information, is confidential and exempt from disclosure.

Section 119.071(3)(a)1. and 2., Florida Statutes, reiterates the security system exemption and expands upon it to include threat assessments; threat response plans; emergency evacuation plans; shelter arrangements; security manuals; emergency equipment; and security training as confidential and exempt from disclosure.

Provider agrees not to divulge, furnish or make available to any third person, firm or organization, without Authority's prior written consent, or unless incidental to the proper performance of Provider's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any confidential or exempt information concerning the services to be rendered by Provider hereunder. Provider shall require all of its employees, agents, subcontractors to comply with the provisions of this Article.

15.0 AIRPORT SECURITY REQUIREMENTS

Provider acknowledges that the Authority is subject to strict federal security regulations limiting access to secure areas of the airport and prohibiting violations of the adopted Airport Security Program. Provider may need access to these secure areas to complete the work required by this Agreement.

Provider therefore agrees, in addition to the other indemnification and assumption of liability provisions set out above, to indemnify and hold harmless the Authority and Lee County, Florida, and their respective commissioners, officers and employees, from any duty to pay any fine or assessment or to satisfy any punitive measure imposed on the Authority or Lee County, Florida by the FAA or any other governmental agency for

breaches of security rules and regulations by Provider, its agents, employees, subcontractors, or invitees.

Provider further acknowledges that its employees and agents may be required to undergo background checks and take Airport Security and Access Procedures ("S.I.D.A.") training before receiving an Airport Security Identification Badge.

Immediately upon the completion of any work requiring airport security access under this Agreement, or upon the resignation or dismissal or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the Provider, Provider shall notify the Airports Police Department that the Provider's access authorization or that of any of Provider's agents, employees, subcontractors, or invitees has changed. Provider will confirm that notice, by written confirmation on company letterhead, within twenty-four (24) hours of providing initial notice to the Airport's Police Department.

Upon termination of this Agreement, or the resignation or dismissal of any employee or agent, or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the Provider, Provider shall surrender any Airport Security Identification Badge held by the Provider or by Provider's agents, employees, subcontractors, or invitees. Should Provider fail to surrender these items within five (5) days, the Provider shall be assessed a fee of Twenty-Five Dollars (\$25.00) per identification badge not returned. This fee will be billed to the Provider or deducted from any money owing to the Provider, at the Authority's discretion.

16.0 ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The Provider shall not assign or transfer any of its rights, benefits or obligations hereunder without prior written approval of the Authority. The Provider shall have the right, subject to the Authority's prior written approval, to employ other persons and/or firms to serve as subcontractors to Provider for the Provider's performance of services and work under this Agreement.

17.0 PROVIDER AN INDEPENDENT CONTRACTOR

The Provider is an independent contractor and is not an employee or agent of the Authority. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the Authority and the Provider, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. Nor shall anything contained herein be deemed to give any such party a right of action against Authority beyond such right as might otherwise exist without regard to this Agreement.

18.0 F.A.A. NON-DISCRIMINATION CLAUSE

The Provider, for itself, its successors in interest, and assigns, as part of the consideration hereof, agrees that it shall not discriminate on the basis of race, color,

national origin or sex in the performance of this contract. The Provider shall carry out applicable requirements of 49 CFR Part 23 and Part 26 in the award and administration of DOT-assisted contracts. Failure by the Provider to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Port Authority deems appropriate.

19.0 INSURANCE

During the term of this Agreement, Provider shall provide, pay for, and maintain, with companies satisfactory to Authority, the types of insurance described herein. Promptly after execution of this Agreement by both parties, the Provider must obtain insurance coverages and limits required as set out below. Provider further agrees to provide Authority's Risk Manager with advance written notice of any cancellation, intent not to renew, material change or alteration, or reduction in the policies' coverages, except in the application of the Aggregate Limits provision of any policy. In the event of a reduction in the Aggregate Limit of any policy, Provider shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. If there is a cancellation, Provider agrees to obtain replacement coverage as soon as possible. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida.

The Authority reserves the right to reject insurance written by an insurer it deems unacceptable because of poor financial condition or other operational deficiency. All insurance must be placed with insurers with an A.M. Best Rating of not less than A-VII. Regardless of this requirement, Authority in no way warrants that the required minimum insurer rating is sufficient to protect the Provider from potential insurer insolvency.

The acceptance by Authority of any Certificate of Insurance evidencing the insurance coverages and limits required in this Agreement does not constitute approval or agreement by Authority that the insurance requirements have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the requirements of this Agreement.

All of Provider's insurance coverages shall be primary and non-contributory to any insurance or self-insurance program carried by Authority and applicable to work under this Agreement and shall include a waiver of subrogation in favor of Authority.

No work shall commence, or any goods be provided, under this Agreement unless and until the required Certificates of Insurance are received and approved by Authority.

19.1. INSURANCE REQUIRED

Before starting and until acceptance of the work or goods by Authority, Provider shall procure and maintain insurance of the types and to the limits specified in paragraphs 19.2.1 through 19.2.5, below. All liability insurance policies obtained by Provider to meet the requirements of this Agreement, other than Worker's Compensation and Employer's

Liability and Professional Liability policies, shall name Authority as an additional insured as to the operations of Provider under this Agreement and shall contain the severability of interests provisions.

19.2. COVERAGES

The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) forms and endorsements or broader where applicable:

19.2.1. Commercial General Liability Insurance shall be maintained by Provider. Coverage shall also include, but not be limited to, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations, and Personal Injury Coverages. If Provider provides any construction work, it must also include Products & Completed Operations, with the Completed Operations Coverage maintained for any project under this Agreement and then for not less than five (5) years following completion and acceptance of the work by Authority. Limits of coverage shall not be less than the following for Bodily Injury, Property Damage and Personal Injury Combined Single Limits:

Occurrence	\$1,000,000
Medical Expense	\$ 50,000
General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000

If the General Liability insurance required herein is issued or renewed on a "claims made" form, as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of any services under this Agreement and shall provide that in the event of cancellation or nonrenewal the discovery period for insurance claims (Tail Coverage) shall be unlimited.

Any work performed Airside will require minimum liability coverage of \$5,000,000.

19.2.2. Automobile Liability Insurance shall be maintained by Provider as to ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury and Property Damage Liability \$1,000,000 Combined Single Limit

19.2.3. Worker's Compensation and Employers Liability Insurance shall be maintained by Provider during the term of this Agreement for all employees engaged in the work under this Agreement, in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than:

Worker's Compensation Florida Statutory Requirements
Employer's Liability

Each Accident \$100,000

The insurance company shall waive its Rights of Subrogation against Authority.

19.2.4. Certificates of Insurance - Provider must use Authority's Certificate of Insurance attached as Exhibit "C" or a similar form acceptable to Authority's Risk Manager to verify coverages. The Certificate of Insurance must be completed on a "sample only" basis by Provider's insurance representatives and must be submitted for Authority's review as to acceptability. Upon acceptance, the Certificates must be signed by an Authorized Representative of the insurance company/companies shown on the Certificates with proof that he or she is an authorized representative thereof. In addition, copies of all insurance policies shall be provided to Authority, on a timely basis, if requested by Authority. If any insurance provided under this Agreement will expire prior to the completion of the work, renewal Certificates of Insurance on an acceptable form and copies of the renewal policies, if requested by Authority, shall be furnished to Authority thirty (30) days prior to the date of expiration.

19.2.5. Failure to Maintain Insurance - Should at any time Provider not maintain the insurance coverages required by this Agreement, Authority may cancel the Agreement or at its sole discretion is authorized to purchase such coverages and charge Provider for such coverages purchased. Authority shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Authority to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.

20.0 NOTICE REGARDING PUBLIC ENTITY CRIMES

Section 287.133(3)(a) (1995) requires the Authority to notify Bidder/Lessee/Tenant of the provisions of Section 287.133(2)(a) F.S.

Section 287.133(2)(a) F.S. prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime from:

- A. Contracting to provide goods or services to a public entity.
- B. Submitting a bid on a contract for construction or repair of a public building or public work.
- C. Submitting bids on leases of real property to a public entity.
- D. Being awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of \$35,000.00.

The prohibitions listed above apply for a period of thirty-six (36) months from the date a person or an affiliate is placed on the convicted vendor list.

21.0 OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as art work, layouts and copy in draft or final form, photographs, mailing lists, printed materials, computer programs, memoranda, research notes, evaluations, reports and other records and data relating to the services specifically prepared or developed by the Provider under this Agreement shall be the property of the Provider, until the Provider has been paid for performing the services and work required to produce such documents.

Upon completion, suspension, or termination of this Agreement, all of the above documents, to the extent requested by the Authority, shall be delivered to the Authority or to any subsequent Provider within thirty (30) calendar days.

The Provider, at its expense, may make and retain copies of all documents delivered to the Authority for reference and internal use. Any subsequent use of the documents and materials listed above shall be subject to the Authority's prior review and approval.

22.0 MAINTENANCE OF RECORDS

The Provider will keep and maintain adequate records and supporting documentation concerning the procurement and applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the Provider for a minimum of five (5) years from the date final payment has been made or termination of this Agreement, or for such period as required by law.

The Authority, the FAA, the Comptroller General of the United States and their authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement, and during the period set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the Provider.

23.0 NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

24.0 GOVERNING LAW

This Agreement shall be interpreted, construed and governed by the laws of the State of Florida. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement shall be brought either in the Florida

state courts in Lee County, Florida, or in the United States Federal District Court for the Middle District of Florida, Fort Myers Division. The prevailing party in any such suit or action shall be entitled to recover their reasonable attorneys' fees and court costs.

25.0 PROHIBITED INTERESTS

No member, officer or employee of the Port Authority or of the locality during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

26.0 LOBBYING CERTIFICATION

The Port Authority agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Port Authority, to any person for influencing or attempting to influence any officer or employee of any Federal agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the Port Authority to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Port Authority shall require that the language of this section be included in this award document and any award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

27.0 COVENANTS AGAINST DISCRIMINATION

27.1 DBE POLICY. It is the policy of the Department of Transportation (the "DOT") that Disadvantaged Business Enterprises ("DBE's") as defined in 49 CFR Part 23 and Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Part 26 apply to this Agreement. The Provider agrees to ensure that DBE's as defined in 49 CFR Part 23 and Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Provider shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 and Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts.

27.2 PROMPT PAYMENT REQUIREMENTS. Authority has adopted a DBE Program in compliance with 49 CFR Part 26, therefore, the following requirement will apply to all contracts funded, either wholly or in-part, with DOT financial assistance:

Provider agrees to pay each subconsultant under this contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment Provider receives from Authority. Provider agrees further to return any retainage payments to each subconsultant within thirty (30) days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment beyond these time limits may occur only for good cause following written approval of the delay by Authority. This clause applies to both DBE and non-DBE subconsultants.

27.3 INCORPORATION OF PROVISIONS. Provider shall include the provisions of paragraphs 27.1 through 27.2 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Provider shall take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Provider may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Provider may request the United States to enter into such litigation to protect the interests of the United States.

28.0 NONDISCRIMINATION CLAUSE

Pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, the Restoration Action of 1987, the Florida Civil Rights Act of 1992, and as said Regulations may be amended, the Contractor/Consultant must assure that "no person in the United States shall on the basis of race, color, national origin, sex, creed or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," and in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment.

The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

29.0 GENERAL CIVIL RIGHTS CLAUSE

The Contractor agrees to comply with pertinent statute, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

30.0 E-VERIFY CLAUSE

Provider agrees that it will enroll and participate in the U.S. Department of Homeland Security's E-Verify Program for Employment Verification in accordance with the terms governing use of the Program. The Provider further agrees to provide the Authority with proof of such enrollment within thirty (30) days of the date of this Agreement. Once enrolled, Provider agrees to use the E-Verify Program to confirm the employment eligibility of:

- 30.1. All persons employed by Provider during the term of this Agreement
- 30.2. All persons, including contractors and subcontractors, assigned by the Provider to perform work or provide services under the Agreement.

Provider further agrees that it will require each contractor or subcontractor performing work or providing services under this Agreement to enroll in and use the U.S. Department of Homeland Security's E-Verify Program for Employment Verification to verify the employment eligibility of all persons employed by the contractor or subcontractor during the term of this Agreement.

Provider agrees to maintain records of its participation and compliance with the provisions of the E-Verify Program, including participation by its contractors and subcontractors as provided above, and to make such records available to the Authority or other authorized state or federal agency consistent with the terms of this Agreement.

Compliance with the terms of this Section is made an express condition of this Agreement, and the Authority may treat failure to comply as a material breach of the Agreement and grounds for immediate termination.

31.0 HEADINGS

The headings of the Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Sections, Exhibits and Attachments.

32.0 ENTIRE AGREEMENT

This Agreement, including the referenced Exhibits and Attachments, constitutes the entire Agreement between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.

33.0 NOTICES AND ADDRESS

33.1 All notices required and/or made pursuant to this Agreement to be given by either party to the other shall be in writing and shall be delivered by hand or by United States Postal Service, first class mail service, postage prepaid, and addressed to the following addresses of record:

LEE COUNTY PORT AUTHORITY
11000 Terminal Access Road, Suite 8671
Fort Myers, FL 33913
Attention: Airport Executive Director

COMMERCIAL LANDSCAPE PROFESSIONALS, INC.,
d/b/a TRIMAC OUTDOOR
1579 Wild Fern Drive
Fleming Island, FL 32003
Attention: Josh Fletcher, President

33.2 CHANGE OF ADDRESS - Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

34.0 TERMINATION

This Agreement may be terminated by the Authority at its convenience, or due to the fault of the Provider, by giving thirty (30) calendar days written notice to the Provider.

35.0 TERMINATION UNDER SECTION 287.135, F.S.

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 Provider is found to have submitted a false certification under Section 287.135(5), F.S., 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 is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

36.0 WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement 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 Agreement.

37.0 SECURING AGREEMENT DISCLOSURE

The Provider warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any person or company to secure this Agreement, other than a bonafide employee of Provider.

38.0 AMENDMENTS OR MODIFICATIONS

The terms of this Agreement may be amended, in writing, by the Agreement of both parties. Any modifications to the terms of this Agreement will only be valid when issued in writing as a properly executed Amendment to the Agreement and signed by both parties.

39.0 ACCEPTANCE

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

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

ATTEST: LINDA DOGGETT
Clerk of the Circuit Court

BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

Chair or Vice Chair

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

By: _____
Port Authority Attorney's Office

Signed, Sealed and Delivered
in the presence of:

COMMERCIAL LANDSCAPE,
PROFESSIONALS, INC., d/b/a TRIMAC
OUTDOOR, PROVIDER

Angela R. Jerrell
Witness

ANGELA R. JERRELL
Witness

SEAL

[Signature]
Signature

By: Josh Fletcher
Printed Name

PRESIDENT
Title



EXHIBIT "A"

SCOPE OF SERVICES

1. BACKGROUND

1.1. Provider will perform all maintenance services necessary to ensure well-manicured entrances to the Southwest Florida International Airport on a continuing basis. Provider must furnish all labor, materials, equipment and incidentals required to complete all work to the Authority's quality standards as defined herein. Landscape maintenance shall consist of, but is not limited to: pruning, litter removal, herbicide, mowing and edging as needed on a year round basis. The Authority reserves the right to add additional related services and/or areas to this scope of work.

2. SERVICE LOCATIONS

- 2.1. Skyplex Road Daniels Parkway to Chamberlin Parkway
- 2.2. Terminal Access Road I-75 east (to include intersections at Treeline Avenue South and Ben Hill Griffin Parkway) to Welcome sign (stopping at the split of Terminal Access Road).

3. WORK SCHEDULE

- 3.1. Minimum schedules set out in the Request for Bids for each task were included for bidding purposes only. Authority may vary the minimum schedules due to influences, such as environmental, that may require more or less service. Where a minimum schedule is not established it means that a review and maintenance is to be conducted at each site visit, minimum one-time weekly, to ensure Authority's standards are being maintained. Provider is required to take this weekly review and maintenance work into consideration in providing an all-inclusive monthly service fee.
- 3.2. Provider will be responsible to perform the following tasks:
 - 3.2.1. Provide a complete 12-month schedule that includes all work to be performed, such as pruning, litter removal, herbicide, mowing, and edging.
 - 3.2.2. Submit a monthly schedule of work tasks which shows the current schedule to be performed for the upcoming month. The Provider shall be required to meet with the Authority on a monthly basis to review the proposed schedule for the coming month. When necessary, Provider must request the Authority approve updates to the schedule when circumstances arise beyond the Provider's control and will provide an updated schedule whenever changes to the schedule are approved.
 - 3.2.3. Contact the Authority representative within 24 hours of any proposed schedule change.
- 3.3. The supervision of the performance of this work is vested wholly with the Authority. The Authority will decide any and all questions which may arise as to the quality and acceptability of equipment, materials used, work performed, and the manner of performance and the rate of progress of the work.

4. INSPECTION

- 4.1. Onsite inspections will be conducted by the Authority and, if requested by the Authority, the Provider shall be required to attend a meeting with the Authority within five (5) working days of request.
- 4.2. Provider will meet with the Authority representative to discuss and remedy any field questions and/or associated problems.

5. **SUPERVISION AND SAFETY**

- 5.1. Prior to the repair of planting areas and replacement of plants, Provider must ascertain the location of all drains, electrical cable, conduits, utility lines, supply lines, and other subsurface structures. The Provider is responsible for contacting **Sunshine Locating Services at 811 or 1-800-432-4770** and Authority for locations so proper advance owner notifications may be made and precautions may be taken to avoid disturbing or damaging any of these elements or improvements. The Provider shall properly maintain and protect existing utilities and repair all items damaged by this work at no additional expense to Authority.
- 5.2. Provider must provide all maintenance services in a professional manner. During all maintenance working hours, provide a qualified and competent person onsite with the ability to converse in English; able to understand and carry out instructions, authorized to supervise the maintenance operations and to represent and act on behalf of the Provider.
- 5.3. Before any work begins, the Provider, an Authority representative, and the Provider's landscape maintenance supervisor shall meet on site to clearly define the limits of landscape, maintenance responsibilities, expectations, and to discuss any relevant landscaping issues.
- 5.4. The Provider is required to visit each site and acquaint themselves with the conditions as they exist and the operations to be carried out under this solicitation. Provider shall make such investigations as required to fully understand the facilities, and any challenges or restrictions affecting the work to be performed.
- 5.5. The Provider shall provide a video in color of the entire site prior to commencement of work pursuant to the agreement. Care must be taken to ensure that the site is adequately documented, i.e. utility boxes, curbs, signs, and condition of existing sod and plants, including any damage, such as weed eater blight. This video will be used to resolve any disputes. In the event the site is not properly documented and an issue arises, the Provider will assume responsibility and the area will be repaired at no cost to the Authority. Two copies of the video shall be made, one for the Provider's file and the other for the Authority representative. The video shall be in the format that may be reviewed in any standard digital device without adaptation.
- 5.6. All vehicles and trailers shall have the company name and business phone number clearly displayed.
- 5.7. Personnel shall wear appropriate apparel, and personal protection equipment (PPE), including high visibility safety vests.
- 5.8. It shall be the Provider's responsibility to enforce the following requirements:
 - 5.8.1. Maintain safe and efficient pedestrian and vehicular traffic flow through the designated work zone area.
 - 5.8.2. Adhere to the applicable federal, state, and local laws, ordinances and regulations.
 - 5.8.3. Maintain proper work zones in the accordance with the Florida Department of Transportation's Manual on traffic control, maintain safe practice for the streets and Highway Construction and Utility Operations, and the Manual on Uniform Traffic Control Devices (M.U.T.C.D.)
 - 5.8.4. Fully adhere to the Federal Occupational Safety and Health Act (OSHA)
 - 5.8.5. Authority requires mowing equipment to have warning lights or a strobe light installed and operable while in operation. Warning signs that read "Mowers ahead" will be provided by the Provider, meet the MUTCD specifications, and be placed in the right-of-way facing each lane of traffic in both directions. Signage shall be placed at the beginning and end of each roadway.

6. **LANDSCAPE MAINTENANCE MATERIALS**

- 6.1. Provider must:
 - 6.1.1. Water: use water free from elements toxic to plant or animal life. Obtain water from approved sources. Do not use Authority retention ponds as water source.

- 6.1.2. Replacement of damaged plants: conform to the type, species, Florida #1 grades, standards, and size to match existing plants. All replacement plants must have the prior written approval of the Authority's representative.
- 6.1.3. Herbicide: use herbicides; post-emergent and pre-emergent, selective and non-selective, contact or systemic, recommended for the control of the type of weeds encountered. Herbicides shall be EPA approved. SDS sheets should be provided. Application of herbicides must be performed by a herbicide applicator licensed by Florida Department of Agriculture and Consumer Affairs in either the ornamental and turf, natural areas weed management, and right of way categories. The license shall be available on site for on-demand inspection by Authority staff at all times.

7. LANDSCAPE MAINTENANCE

- 7.1. Maintain all planted materials: Maintain all planted material in a healthy, vigorous, and attractive condition. Plant material shall maintain a Florida #1 quality grade throughout the contract period. Costs for this work shall be included in Bid Item 2 and payment for this work shall be made on a monthly basis. The Provider will provide all labor, materials, equipment, permits, and incidentals necessary to perform the following:
- 7.2. Mowing and edging and clean-up:
 - 7.2.1. Roadway, parking lots, curb and gutter, sidewalk and bike paths shall be blown free of clippings in conjunction with mowing and edging events. Do not leave large clumps of grass clippings in the roadways or on sidewalks. The Provider is required to comply with **the Lee County Fertilizer Best Management Practices (BMP) Ordinance section 7, subsection G:** and shall ensure **“grass clippings are not directed into storm drains, ditches, conveyances, water bodies, roadways or any other impervious surfaces. All curbs are to be cleaned of mulch debris with each visit to the site.”**
 - 7.2.2. Mow all Bahia sod areas to three to four (3"-4") height and Floratam sod areas at a height of four to five inches (4"-5") with a rotary mower. Mowing shall be performed weekly in the peak growing months of April through November and biweekly during the months of December through March, as needed, to maintain an attractive, even sodded area. Please refrain from mowing sod clippings into the tree rings where possible. Avoid damage to the tree rings as most contain flexible pipe and bubblers. Any irrigation equipment damaged by mowing or trimming will be repaired at the Provider's expense. Upon the discovery of any damaged irrigation parts or pieces due to the negligence of the Provider, the Provider will immediately notify the Authority. Failure to do so will allow the Authority to have these repairs made and the cost of repairs deducted from the Provider's next invoice. If any bubblers are destroyed each item shall be replaced by an equal type bubbler. This may be determined by finding a tree or palm of the exact same type and using the rate from that one for the damaged one.
 - 7.2.3. Mowing wet grass or operating with dull blades is not acceptable. The Authority reserves the right to add or eliminate a cycle at no additional cost to Authority provided the additional cycle is necessary to comply with grass height requirements. The Authority shall contact the Provider no less than of one (1) week ahead of scheduled cycle for cancellation. If the Provider feels that extra mowing is warranted, they are to notify the Authority representative immediately for written approval to add a cycle to the schedule.
 - 7.2.4. Edging:
 - 7.2.4.1. Edge every cycle. Edging shall be performed with rigid blade edging equipment or a manual hand edger leaving a clean straight edge no more than 1" back from curbs, walks, buildings, tree rings, or bed areas.
 - 7.2.5. Litter pick up and debris removal:
 - 7.2.5.1. Clean up all litter, palm fronds, dead plants and trees in all areas within each roadway's limits during each site visit. The Provider shall inspect each roadway every week to look for fallen or dead palm fronds, weeds, and trash. Dead plants

need to be reported to the Authority representative for replacement. Litter and debris shall be removed prior to mowing and any debris thrown or dragged to adjacent property or roadways by mowing operations shall be cleaned up.

7.2.5.2. Litter and debris shall be removed and disposed of at a County approved site. No litter shall be left on site after Provider departs. There will be no additional cost to Authority for litter and debris disposal. Litter and debris is defined as foreign items within the limits of the project, such as, but not limited to, palm fronds, dead plants and trees, paper, plastic, aluminum, metal, glass, and tires, etc. If an illegal dump is located (defined as: centralized piles of debris, construction materials or large items, such as mattresses or household appliances) within the limits of project, the Provider is to contact the Authority representative and report the event. The Provider will not be held responsible for cleanup of illegal dumping.

7.2.6. Tree staking and tree ring maintenance:

7.2.6.1. Tighten and repair staking, reset trees, shrubs and palms to the proper grade or vertical position as needed and as specified herein. If mowers damage tree staking supports, it shall be the Provider's responsibility to replace and/or make the necessary repairs at the Provider's cost. Tree rings and bed areas shall be repaired and restored when disturbed by the mowing function at no additional cost to the Authority. Any trees or shrubs damaged from the errant string trimmer or careless mowing will be replaced with like size, Florida #1 grade material at the Provider's cost.

7.2.7. Pruning or trimming:

7.2.7.1. Unless directed, no pruning from December through the end of February due to the chance of frost.

7.2.7.2. In areas where plants have the potential to interfere with a driver's line of sight, plants shall be maintained to meet the requirements of FDOT standards.

7.2.7.3. All planting material shall be maintained in a neat and aesthetically pleasing appearance as determined by the Authority.

7.2.8. Trimming timing on certain shrubs, groundcovers, and grasses

7.2.8.1. Trees:

7.2.8.1.1. Silver saw palmetto: trim heavy once a year down to three or four palm fronds on each trunk.

7.2.8.1.2. All palm fronds that are up to 12 feet from the ground and are hanging lower than 90° (3 to 9) must be removed by Provider each visit.

7.2.8.1.3. Silver Buttonwood multi stem: maintain shape at 10-12 feet with the top narrower than the bottom to allow sunlight to hit bottom of multi stem.

7.2.8.1.4. Dwarf Poinciana: maintain shape at 12 feet.

7.2.8.1.5. All sucker growth shall be removed during each visit.

7.2.8.1.6. Do not apply Round-up (or equivalent) onto sucker growth on trees. Suckers must be mechanically removed.

7.2.8.1.7. Understory largely overgrown trees and shrubs shall be rejuvenation pruned (the shrub or tree is pruned by cutting off all brown or dead branches at or near ground level) once annually at the discretion of the Authority representative and per his or her specifications.

7.2.8.2. Groundcover:

7.2.8.2.1. Perineal Peanut: Mow and edge weekly during March through November; biweekly December through February. Mow at the highest setting the mower will go or just weedeat the weeds growing up through the Perineal Peanut.

7.2.8.2.2. Variegated ginger and philodendron: Edge so they do not cover curb or sidewalk, also remove weeds within groundcover.

7.2.8.3. Shrubs:

- 7.2.8.3.1. Green and Silver Buttonwood, Clussia, Thryallis, Dwarf Yaupon Holly, Myrsine, Carrisa Atlas, Firebush, and Bougainvillea: trim three to four times per year at a height of approximately three feet high. When landscape is designed in a multi-tiered application the following trimming guide is to be used: three-tiered hedge heights of three, five, and seven feet high, for two-tier hedge height of three and five feet high are to be utilized.
- 7.2.8.3.2. Ilex Shillings, Sword Fern, and Cardboard Palm: trim to the edge of the bed or curb and let it grow no higher than 1 to 2 ½ feet. Keep weed and debris free.
- 7.2.8.3.3. Cardboard Palms and Sword Fern, Bromeliads, Dracaena and Lady Palms: remove dead fronds. Tops are not trimmed unless they impede a driver's line of site.
- 7.2.8.3.4. Sunshine Mimosa, Golden Creeper, Lantana, Florida Coontie, and Sword Fern: trim to the edge of curb and let it grow no higher than 1 to 1½ feet. Keep weed and debris free. Florida Coontie and Sword Fern: remove dead fronds and do not trim the tops.
- 7.2.8.3.5. Bougainvillea and Dwarf Yaupon Hollies: trim at 1 to 1½ feet.
- 7.2.8.4. Grass:
 - 7.2.8.4.1. Ornamental grass trimming: in general, ornamental grasses will be cut back once a year. In certain areas, ornamental grasses will be cut back multiple times per year to provide visual sight clearances and accessibility. All grass plants shall be trimmed after February but before the end of July. The timing of the trimming will be coordinated between the Provider and Authority representative.
 - 7.2.8.4.2. Pink Muhly grass: trim once per year after February but before July to allow florescence to be seen.

7.3. Weeding and weed control:

- 7.3.1. Landscape beds, mulched areas, roadway pavers, curbing, bullnoses and gutters, shell, beds, around and near all sign posts, utility poles, guy wires, benches, fence lines, guard rails, or any other obstructions within the limits of the project are to be weed-free.
- 7.3.2. Weeding may be done by hand pulling or chemically applied with selective herbicides. Apply spot treatments as necessary to control localized weed problems. Mulch transition zones (**where mulch or shell meets up with sod**) must be maintained to no more than six inches (6"). Provider must **not spray right up to edge and keep making the bed bigger** through the use of chemical herbicides. Weeds obtaining a height of six inches (6") shall be hand pulled and disposed of offsite.

8. GUARANTEE AND REPLACEMENT

- 8.1. When inspected landscape work does not comply with these Authority requirements, the rejected work will be corrected within seven (7) calendar days or as directed by the Authority representative. The Authority reserves the right to withhold and/or deny payment for work not being performed as scheduled or as specified in this solicitation.
- 8.2. If at any time trees, palms, ground covers, sod and/or irrigation components are damaged or destroyed due to the Provider's negligence or failure to adhere to the requirements of this solicitation, it will be the Provider's responsibility to replace and restore the site to the condition it was when they started. All replacement landscape material shall be of the same species and Florida grades and standard #1 quality. Approved replacements shall be furnished and planted as specified at no additional cost to the Authority.

EXHIBIT "B"

COMPENSATION SCHEDULE

Area 1: Skyplex Boulevard

Bid Item #	Description	Unit of Measure	Unit Price	Estimated Quantity	Extended Amt. (estimated yearly amount) (unit price x. Est. Qty.)
1	Pre-Service Video	Each	No Charge	2	No Charge
2	Mow, Edge, Pruning, Trimming, Clean-up and Debris Removal	Monthly	\$3,127.00	12	\$37,524.00
3	Weed Control	Monthly	\$800.00	12	\$9,600.00
Total Area 1: Skyplex Boulevard					\$47,124.00
(items 1-3)					

Area 2: Terminal Access Road

Bid Item #	Description	Unit of Measure	Unit Price	Estimated Quantity	Extended Amt. (estimated yearly amount) (unit price x. est. qty.)
1	Pre-Service Video	Each	No Charge	2	No Charge
2	Mow, Edge, Pruning, Trimming, Clean-up and Debris Removal	Monthly	\$3,099.00	12	\$37,188.00
3	Weed Control	Monthly	\$800.00	12	\$9,600.00
Total Area 2: Terminal Access, Treeline and Ben Hill Griffin Road(s)					\$46,788.00
(items 4-6)					
GRAND TOTAL: (Areas 1 and Areas 2)					\$93,912.00

EXHIBIT "C"
CERTIFICATE OF INSURANCE

In consideration of the premiums charged on the insurance policies shown in this certificate, this certificate of insurance is issued to the certificate holder shown below. This certificate does not amend, extend or alter the coverage afforded by the policies listed below except as shown below:

Name and Address of Agency	COMPANIES AFFORDING COVERAGE	
	COMPANY LETTER	A
Name and Address of Insured	COMPANY LETTER	B
	COMPANY LETTER	C
	COMPANY LETTER	D
	COMPANY LETTER	E

This is to verify that the insurance policies listed below have been issued to the insured and are in force at this time. It is agreed that none of these policies will be cancel or changed, except in the application of the aggregate liability limits provisions, so as to affect the insurance described by this certificate until after 30 days written notice of such cancellation or change has been delivered to the certificate holder at this address shown below. It is also agreed that 30 days written notice by the insurance companies listed above of their intent not to renew their policies listed below for the same coverage provided in this certificate will be given to the certificate holder at their address shown below. The policies shown in this certificate are primary to any insurance carried by the certificate holder.

Company Letter	Type of Insurance	Policy Number	Policy Effective Date (mm/dd/yy)	Policy Expiration Date (mm/dd/yy)	ALL LIMITS IN THOUSANDS		
	GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence <input type="checkbox"/> Owners & Contractors Protective <input type="checkbox"/> X.C.U. Coverage <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors				General Aggregate	\$	
					Products Comp/Ops Aggregate	\$	
					Personal & Advertising Injury	\$	
					Each Occurrence	\$	
					Fire Damage (Any one Fire)	\$	
					Medical Expense (Any one Person)	\$	
					Specific Project*	\$As above	
	AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Bodily Injury (Each Person)	\$	
					Bodily Injury (Each Accident)	\$	
					Property Damage	\$	
					Bodily Injury and Property Damage Combined	\$	
	EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Bodily Injury and Property Damage Combined	\$	Aggregate
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				Statutory (Each Accident)	\$	
					(Disease-Policy Limit)	\$	
					(Disease-Each Employee)	\$	
	OTHER						

Contractual Liability Coverage

Description of Contract:

The Certificate Holder has been named as an additional Insured as respects the General, Automobile, and Excess Liability Policies described here:

The General, Automobile and Excess Liability Policies described provide the severability of interest (cross liability) provision applicable to the named insured and the Certificate Holder.

Copy of the agent's license, or other proof of representation, with each insurance company, named above must be attached to this certificate:

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

SPECIFIC PROJECT/LOCATION/VEHICLES/SPECIAL CONDITIONS:

Lee County Port Authority
11000 Terminal Access Road

Name and Address of Certificate Holder

Date Issued: _____

Suite 8671
Fort Myers, Florida 33913

Authorized Representative: _____

Address: _____

Telephone #: _____

Lee County Port Authority
11000 Terminal Access Road., Suite 8671
Fort Myers, Florida 33913

PLEASE READ CAREFULLY

CERTIFICATE OF INSURANCE EXPLANATION

The Certificate Holder (CH), requires the use of its Certificate of Insurance as evidence that the insurance requirements of the agreement have been complied with and will continue to be complied with as long as the agreement is in force. CH must rely on this certificate as proof of compliance with the insurance requirements agreed upon. The CH must be advised of cancellation or nonrenewal of the insurance coverage required or reduction in the coverage provided in compliance with the agreement as shown in the Certificate of Insurance. Thirty-day written notice of cancellation, nonrenewal, or reduction in coverage must be provided to the CH so that it can take proper action to protect itself.

Many Certificates of Insurance are received by the CH and many contain wording to the effect that the certificate is issued as a matter of information only and confers no rights upon the certificate holder. A common example of this unacceptable language is: should any of the above-described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the named holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

The CH must have the right of notice of cancellation, nonrenewal, and reduction of coverage, as this is part of the insurance requirements of the agreement entered into and to be relied upon by the CH as evidenced through its Certificate of Insurance.

The requirement that the authorized representative signing the Certificate of Insurance attach his agent's license with the insurance company or companies, or other acknowledgment by the insurance company or companies shown in the certificate, is to show proof to the CH that the person signing the certificate is legally authorized by the insurance company to so obligate them, as referred to in the certificate.

The CH must have positive evidence in the form of its Certificate of Insurance that the Insurance requirements of the agreement entered into have been met and will continue to be met, without interruption, during the term of the agreement entered into unless thirty days written notice is given to it.

No activity shall begin until the CH's properly executed Insurance Certificate is received. Your cooperation in providing the CH with acceptable evidence of insurance requirements compliance, as agreed to in the agreement, will prevent confusion and delay in allowing the subject matter of this agreement to be accomplished.

The acceptance of delivery to the CH of any Certificate of Insurance required in any contract does not constitute agreement by the CH that the insurance requirements in the contract have been met or that the insurance policies shown in the certificate are in compliance with the contract requirements.

SEVERABILITY OF INTERESTS PROVISION

With respect to claims involving any Insured at interest hereunder, each such interest shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured. This agreement, however, shall not operate to increase the limits of the Insurance Company's liability.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/31/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	George A Zellner Co 4114 Sunbeam Road Suite 101 Jacksonville FL 32257-	CONTACT NAME: Certificates Desk	
		PHONE (A/C, No, Ext): (904)356-1492 FAX (A/C, No): (904)354-4328 E-MAIL ADDRESS: certificates@zellnerinsurance.com	
INSURED	Commercial Landscape Professionals J Fletcher Enterprises Inc. dba Trimac Outdoors 10701 Hood Rd S Fleming Island FL 32003-	INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: AmTrust North America	15954
		INSURER B: Auto-Owners Insurance Company	40231
		INSURER C: Markel Specialty	38970
		INSURER D: Main Street America	13412
		INSURER E:	
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	194622-78505946	09/10/2019	09/10/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 HNOA \$ 2,000,000
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	B1P6844P	09/06/2019	09/06/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	5256570100	10/21/2019	10/21/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	AWC1125078	03/20/2019	03/20/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-FR E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability			CPLMOL101438	10/09/2019	10/09/2020	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Lee County Port Authority is listed as additional insureds on the general liability and auto liability if required by written contract. Primary and non-contributory coverage is included at respect to general liability, auto liability, workers' comp and umbrella. Waiver of Subrogation applies.

CERTIFICATE HOLDER

CANCELLATION

AI 029924

Lee County Port Authority
Attn: Risk Manager-Administration

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Contract Number _____
Vendor Number _____

LEE COUNTY PORT AUTHORITY
SERVICE PROVIDER AGREEMENT
GROUNDS MAINTENANCE SERVICE FOR
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT
MULTIPLE ENTRANCE(S)
RFB 19-18LKD

THIS SERVICE PROVIDER AGREEMENT is entered this ____ day of _____, 2020, between the LEE COUNTY PORT AUTHORITY, a political subdivision and special district of the State of Florida ("AUTHORITY"), at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and P&T LAWN & TRACTOR SERVICE, INC., a Florida corporation, authorized to do business in the State of Florida, ("PROVIDER"), at 15980 Old Olga Road, Alva, Florida 33920, Federal Identification Number 65-0249564.

WITNESSETH

WHEREAS, the Authority desires to obtain goods and/or services from Provider as described below for ground maintenance at the Southwest Florida International Airport in Fort Myers, Florida; and,

WHEREAS, the Provider certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by any applicable State Boards or Government Agencies responsible for regulating and licensing the services to be provided under this Agreement; and,

WHEREAS, the Provider has reviewed the goods and/or services required under this Agreement and has submitted a bid or quote agreeing to provide the requested goods or services, and states that it is qualified, willing and able to provide and perform all such services and provide any goods required according to the provisions, conditions and terms below and in accord with all governing federal, state and local laws and regulations; and

WHEREAS, the Provider has been selected to provide the goods and/or services described below as the result of a competitive selection process by Authority in accord with any applicable Florida Statutes and the Authority's Purchasing Policy, as approved by the Authority's Board of Port Commissioners.

NOW, THEREFORE, in consideration of the foregoing and the provisions contained herein, and the mutual consideration described below, the parties agree as follows:

1.0 RECITALS

The recitals set forth above are true and correct and are incorporated into the terms of this Agreement as if set forth herein at length.

2.0 SCOPE OF SERVICES

Provider hereby agrees to provide the goods and/or perform the services required to complete the work set out in Exhibit "A", entitled "Scope of Services", which is attached hereto and made a part of this Agreement.

3.0 REQUEST FOR BIDS AND PROVIDER'S BID - INCORPORATION BY REFERENCE

The terms of the Request for Bids, and Provider's Bid received in response to that Request, including any supplementary representations from Provider to Authority during the selection process, are hereby merged into and incorporated by reference as part of this Agreement. If there are any conflicts between the terms of the Request for Bids and this Agreement, or the Provider's Bid and this Agreement, the terms of this Agreement will control. The parties acknowledge that the Authority has relied on Provider's representations and the information contained in Provider's Bid and that those representations and this information has resulted in the selection of Provider to provide goods or perform services under this Agreement.

4.0 NON-EXCLUSIVE AGREEMENT AND PROVIDER SELECTION

Provider acknowledges that this Agreement is non-exclusive and that it is Authority's intent to award an agreement to provide ground maintenance services to two companies. Each company will be designated as the "Primary" or "Secondary" Provider for services to Area 1, Area 2 or both. The Primary Provider will be the Authority's first contact for the assignment of any work required under this Agreement. If the Primary Provider is unable to fulfill the Authority's needs or meet the required timeline for services, the Secondary Provider would be the next order of contact, as applicable. Additionally, the selection order may be changed by Authority at any time during the term of this Agreement as a result of deficient or non-compliant performance.

5.0 TERM OF AGREEMENT

The term of this Agreement will be for up to one (1) year with an option reserved to the Authority to extend the term of this Agreement for three (3) additional one-year renewal periods by notifying the Provider in writing, at least thirty (30) days in advance, of the expiration date of the initial term or any extension term. Services for Area 1 will commence on the first day of the month following approval by the Board of Port

Commissioners and will conclude on June 24, 2021. Services for Area 2 will commence on June 25, 2020 and conclude on June 24, 2021. Extension of this Agreement for the renewal periods will be upon the same terms and conditions, including pricing, and shall be at the sole discretion of the Authority.

6.0 LICENSES

The Provider agrees to obtain and maintain throughout the term of this Agreement, all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by any applicable State Boards or other governmental agencies responsible for regulating and licensing the services provided and performed by the Provider.

7.0 PERSONNEL

The Provider agrees that when the services to be provided and performed relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such service(s), to employ and/or retain only qualified personnel to be in charge of all such professional services to be provided under this Agreement.

Services performed under this Agreement shall be performed by Provider's own staff, unless agreed in advance by the Authority.

8.0 STANDARDS OF SERVICE

Provider agrees to provide and perform all services under this Agreement in accordance with generally accepted standards of practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agency that regulates or has jurisdiction over the services to be provided and/or performed by the Provider.

9.0 INDEMNIFICATION AND HOLD HARMLESS

The Provider agrees to be liable for, and shall indemnify, defend and hold harmless Lee County and Authority and their respective commissioners, officers, employees and agents, from and against any and all claims, liabilities, suits, judgments for damages, losses and expenses, including but not limited to court costs, expert witness and professional consultation services, and reasonable attorneys' fees arising out of or resulting from the Provider's services or provision of goods under this Agreement, or Provider's errors, omissions, negligence, recklessness, or the intentional misconduct of Provider or any agent, employee or other person employed or used by Provider in performance of services under this Agreement regardless of whether or not caused by a party indemnified hereunder.

10.0 COMPENSATION AND METHOD OF PAYMENT

10.1 The Authority shall pay the Provider for all requested and authorized goods provided or services completed in accordance with the requirements, provisions, and/or terms of this Agreement based on the compensation schedule set forth in Exhibit "B," which is attached hereto and made a part of this Agreement, either in a Lump Sum/Not to Exceed Amount or for Work in Progress, based upon Provider's monthly invoice, as described in this Section.

10.2 METHOD OF PAYMENT

- (a) LUMP SUM - Upon Authority's acceptance of Providers' work, Authority will pay Provider a lump sum as specified in Exhibit "B".

Lump Sum Fees are understood and agreed to include all direct and indirect labor costs, personnel related costs, overhead and administrative costs, costs of sub-consultant(s) and/or subcontractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Provider as may be required and/or necessary to complete each and every task set forth in the Scope of Services.

- (b) MONTHLY STATEMENTS - The Provider shall be entitled to submit not more than one invoice to the Authority for each calendar month. The monthly invoice shall cover services rendered and completed during the preceding calendar month. The Provider shall submit the invoices to the Authority's Finance Department. The Provider's invoice(s) shall be itemized to correspond to the basis of compensation as set forth in this Agreement, or any Amendment or Supplemental Agreement. Invoices shall include an itemized description of the project, the amount of time expended, and a description of the goods and services provided. The invoices shall be accompanied by a monthly progress report specifying the activities of the previous month and the planned activities for the next month. Failure by the Provider to follow these instructions shall result in an unavoidable delay of payment by the Authority.
- (c) PAYMENT SCHEDULE - The Authority shall issue payment to the Provider within thirty (30) calendar days after acceptance of the goods or services and receipt of an invoice from the Provider that is in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the Authority object or take exception to the amount of any Provider's invoice, the Authority shall notify the Provider of such objection or exception within thirty (30) days. If such objection or exception remains unresolved at the end of the thirty (30) day period, the Authority shall withhold the disputed amount and make payment

to the Provider of all amounts not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

10.3 TRAVEL/DIRECT COSTS - Provider may invoice Authority for the actual cost of express mail, printing, long distance telephone and other direct cost approved by the Authority in advance and in writing. In addition, Provider may be reimbursed for travel expenses incurred on Authority's behalf that comply with Section 112.061, Florida Statutes, and have been approved by Authority in advance and in writing.

11.0 LIQUIDATED DAMAGES

All work that does not meet the standards set out in this scope of work must be corrected before the Authority will authorize payment. The Authority has the right to deny payment for any work, or portion of work, not completed in accordance with the terms set forth in the Agreement. The Provider may be assessed liquidated damages for failure to complete the work within the scheduled time period or for failure to perform corrective work within seven (7) calendar days from the date of written notice from the Authority specifying the corrective work required. Liquidated damages shall be assessed or deducted from any amounts due to the Provider in the amount of \$100.00 for each consecutive calendar day from the date of written notice until the work is completed. Liquidated damages will be assessed not as a penalty but as an estimate of the Authority's damages if the work is not completed within the established time frame. The work shall be deemed to be complete on the date the Authority accepts it.

12.0 FAILURE TO PERFORM

Should the Provider fail to commence, provide, perform and/or complete any of the services and work required under this Agreement in a timely and diligent manner, the Authority may consider such failure as cause to terminate this Agreement. As an alternative to termination, the Authority may, at its option, withhold any or all payments due and owing to the Provider, not to exceed the amount of the compensation for the work in dispute, until such time as the Provider resumes performance of its obligations in accordance with the time and schedule of performance requirements set forth in this Agreement.

13.0 AUTHORITY'S REPRESENTATIVE

The James Furiosi, Airport Maintenance Director, shall administer this Agreement for Authority.

14.0 PUBLIC RECORDS

Provider acknowledges that any information concerning its services may be exempt from disclosure under the Florida Public Records Law as follows:

(1) **Airport Security Plans** - The Southwest Florida International Airport security plan, and other critical operational materials designated by the Authority, are exempt from disclosure as public records under Section 331.22, Florida Statutes (2001).

These materials include, but are not limited to, any photograph, map, blueprint, drawing, or similar material that depicts critical operational information that the Authority determines could jeopardize airport security if generally known.

(2) **Building Plans** - Provider further acknowledges that Section 119.07(3)(b)1., Florida Statutes, exempts building plans, blueprints, schematic drawings, and diagrams depicting internal layouts and structural elements of a public building from the disclosure requirements of the Florida Public Records Law.

(3) **Airport Security Systems** - Section 281.301, Florida Statutes, exempts information relating to the security systems for any property owned by or leased to the Authority and any information relating to the security systems for any privately-owned or leased property which is in Authority's possession, including all records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to or revealing such systems or information, and all meetings relating directly to or that would reveal such systems or information, is confidential and exempt from disclosure.

Section 119.071(3)(a)1. and 2., Florida Statutes, reiterates the security system exemption and expands upon it to include threat assessments; threat response plans; emergency evacuation plans; shelter arrangements; security manuals; emergency equipment; and security training as confidential and exempt from disclosure.

Provider agrees not to divulge, furnish or make available to any third person, firm or organization, without Authority's prior written consent, or unless incidental to the proper performance of Provider's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any confidential or exempt information concerning the services to be rendered by Provider hereunder. Provider shall require all of its employees, agents, subcontractors to comply with the provisions of this Article.

15.0 AIRPORT SECURITY REQUIREMENTS

Provider acknowledges that the Authority is subject to strict federal security regulations limiting access to secure areas of the airport and prohibiting violations of the adopted Airport Security Program. Provider may need access to these secure areas to complete the work required by this Agreement.

Provider therefore agrees, in addition to the other indemnification and assumption of liability provisions set out above, to indemnify and hold harmless the Authority and Lee County, Florida, and their respective commissioners, officers and employees, from any duty to pay any fine or assessment or to satisfy any punitive measure imposed on the Authority or Lee County, Florida by the FAA or any other governmental agency for

breaches of security rules and regulations by Provider, its agents, employees, subcontractors, or invitees.

Provider further acknowledges that its employees and agents may be required to undergo background checks and take Airport Security and Access Procedures ("S.I.D.A.") training before receiving an Airport Security Identification Badge.

Immediately upon the completion of any work requiring airport security access under this Agreement, or upon the resignation or dismissal or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the Provider, Provider shall notify the Airports Police Department that the Provider's access authorization or that of any of Provider's agents, employees, subcontractors, or invitees has changed. Provider will confirm that notice, by written confirmation on company letterhead, within twenty-four (24) hours of providing initial notice to the Airport's Police Department.

Upon termination of this Agreement, or the resignation or dismissal of any employee or agent, or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the Provider, Provider shall surrender any Airport Security Identification Badge held by the Provider or by Provider's agents, employees, subcontractors, or invitees. Should Provider fail to surrender these items within five (5) days, the Provider shall be assessed a fee of Twenty-Five Dollars (\$25.00) per identification badge not returned. This fee will be billed to the Provider or deducted from any money owing to the Provider, at the Authority's discretion.

16.0 ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The Provider shall not assign or transfer any of its rights, benefits or obligations hereunder without prior written approval of the Authority. The Provider shall have the right, subject to the Authority's prior written approval, to employ other persons and/or firms to serve as subcontractors to Provider for the Provider's performance of services and work under this Agreement.

17.0 PROVIDER AN INDEPENDENT CONTRACTOR

The Provider is an independent contractor and is not an employee or agent of the Authority. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the Authority and the Provider, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. Nor shall anything contained herein be deemed to give any such party a right of action against Authority beyond such right as might otherwise exist without regard to this Agreement.

18.0 F.A.A. NON-DISCRIMINATION CLAUSE

The Provider, for itself, its successors in interest, and assigns, as part of the consideration hereof, agrees that it shall not discriminate on the basis of race, color,

national origin or sex in the performance of this contract. The Provider shall carry out applicable requirements of 49 CFR Part 23 and Part 26 in the award and administration of DOT-assisted contracts. Failure by the Provider to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Port Authority deems appropriate.

19.0 INSURANCE

During the term of this Agreement, Provider shall provide, pay for, and maintain, with companies satisfactory to Authority, the types of insurance described herein. Promptly after execution of this Agreement by both parties, the Provider must obtain insurance coverages and limits required as set out below. Provider further agrees to provide Authority's Risk Manager with advance written notice of any cancellation, intent not to renew, material change or alteration, or reduction in the policies' coverages, except in the application of the Aggregate Limits provision of any policy. In the event of a reduction in the Aggregate Limit of any policy, Provider shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. If there is a cancellation, Provider agrees to obtain replacement coverage as soon as possible. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida.

The Authority reserves the right to reject insurance written by an insurer it deems unacceptable because of poor financial condition or other operational deficiency. All insurance must be placed with insurers with an A.M. Best Rating of not less than A-VII. Regardless of this requirement, Authority in no way warrants that the required minimum insurer rating is sufficient to protect the Provider from potential insurer insolvency.

The acceptance by Authority of any Certificate of Insurance evidencing the insurance coverages and limits required in this Agreement does not constitute approval or agreement by Authority that the insurance requirements have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the requirements of this Agreement.

All of Provider's insurance coverages shall be primary and non-contributory to any insurance or self-insurance program carried by Authority and applicable to work under this Agreement and shall include a waiver of subrogation in favor of Authority.

No work shall commence, or any goods be provided, under this Agreement unless and until the required Certificates of Insurance are received and approved by Authority.

19.1. INSURANCE REQUIRED

Before starting and until acceptance of the work or goods by Authority, Provider shall procure and maintain insurance of the types and to the limits specified in paragraphs 19.2.1 through 19.2.5, below. All liability insurance policies obtained by Provider to meet the requirements of this Agreement, other than Worker's Compensation and Employer's

Liability and Professional Liability policies, shall name Authority as an additional insured as to the operations of Provider under this Agreement and shall contain the severability of interests provisions.

19.2. COVERAGES

The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) forms and endorsements or broader where applicable:

19.2.1. Commercial General Liability Insurance shall be maintained by Provider. Coverage shall also include, but not be limited to, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations, and Personal Injury Coverages. If Provider provides any construction work, it must also include Products & Completed Operations, with the Completed Operations Coverage maintained for any project under this Agreement and then for not less than five (5) years following completion and acceptance of the work by Authority. Limits of coverage shall not be less than the following for Bodily Injury, Property Damage and Personal Injury Combined Single Limits:

Occurrence	\$1,000,000
Medical Expense	\$ 50,000
General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000

If the General Liability insurance required herein is issued or renewed on a "claims made" form, as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of any services under this Agreement and shall provide that in the event of cancellation or nonrenewal the discovery period for insurance claims (Tail Coverage) shall be unlimited.

Any work performed Airside will require minimum liability coverage of \$5,000,000.

19.2.2. Automobile Liability Insurance shall be maintained by Provider as to ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury and Property Damage Liability \$1,000,000 Combined Single Limit

19.2.3. Worker's Compensation and Employers Liability Insurance shall be maintained by Provider during the term of this Agreement for all employees engaged in the work under this Agreement, in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than:

Worker's Compensation Florida Statutory Requirements
Employer's Liability

Each Accident \$100,000

The insurance company shall waive its Rights of Subrogation against Authority.

19.2.4. Certificates of Insurance - Provider must use Authority's Certificate of Insurance attached as Exhibit "C" or a similar form acceptable to Authority's Risk Manager to verify coverages. The Certificate of Insurance must be completed on a "sample only" basis by Provider's insurance representatives and must be submitted for Authority's review as to acceptability. Upon acceptance, the Certificates must be signed by an Authorized Representative of the insurance company/companies shown on the Certificates with proof that he or she is an authorized representative thereof. In addition, copies of all insurance policies shall be provided to Authority, on a timely basis, if requested by Authority. If any insurance provided under this Agreement will expire prior to the completion of the work, renewal Certificates of Insurance on an acceptable form and copies of the renewal policies, if requested by Authority, shall be furnished to Authority thirty (30) days prior to the date of expiration.

19.2.5. Failure to Maintain Insurance - Should at any time Provider not maintain the insurance coverages required by this Agreement, Authority may cancel the Agreement or at its sole discretion is authorized to purchase such coverages and charge Provider for such coverages purchased. Authority shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Authority to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.

20.0 NOTICE REGARDING PUBLIC ENTITY CRIMES

Section 287.133(3)(a) (1995) requires the Authority to notify Bidder/Lessee/Tenant of the provisions of Section 287.133(2)(a) F.S.

Section 287.133(2)(a) F.S. prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime from:

- A. Contracting to provide goods or services to a public entity.
- B. Submitting a bid on a contract for construction or repair of a public building or public work.
- C. Submitting bids on leases of real property to a public entity.
- D. Being awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of \$35,000.00.

The prohibitions listed above apply for a period of thirty-six (36) months from the date a person or an affiliate is placed on the convicted vendor list.

21.0 OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as art work, layouts and copy in draft or final form, photographs, mailing lists, printed materials, computer programs, memoranda, research notes, evaluations, reports and other records and data relating to the services specifically prepared or developed by the Provider under this Agreement shall be the property of the Provider, until the Provider has been paid for performing the services and work required to produce such documents.

Upon completion, suspension, or termination of this Agreement, all of the above documents, to the extent requested by the Authority, shall be delivered to the Authority or to any subsequent Provider within thirty (30) calendar days.

The Provider, at its expense, may make and retain copies of all documents delivered to the Authority for reference and internal use. Any subsequent use of the documents and materials listed above shall be subject to the Authority's prior review and approval.

22.0 MAINTENANCE OF RECORDS

The Provider will keep and maintain adequate records and supporting documentation concerning the procurement and applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the Provider for a minimum of five (5) years from the date final payment has been made or termination of this Agreement, or for such period as required by law.

The Authority, the FAA, the Comptroller General of the United States and their authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement, and during the period set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the Provider.

23.0 NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

24.0 GOVERNING LAW

This Agreement shall be interpreted, construed and governed by the laws of the State of Florida. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement shall be brought either in the Florida

state courts in Lee County, Florida, or in the United States Federal District Court for the Middle District of Florida, Fort Myers Division. The prevailing party in any such suit or action shall be entitled to recover their reasonable attorneys' fees and court costs.

25.0 PROHIBITED INTERESTS

No member, officer or employee of the Port Authority or of the locality during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

26.0 LOBBYING CERTIFICATION

The Port Authority agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Port Authority, to any person for influencing or attempting to influence any officer or employee of any Federal agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the Port Authority to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Port Authority shall require that the language of this section be included in this award document and any award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

27.0 COVENANTS AGAINST DISCRIMINATION

27.1 DBE POLICY. It is the policy of the Department of Transportation (the "DOT") that Disadvantaged Business Enterprises ("DBE's") as defined in 49 CFR Part 23 and Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Part 26 apply to this Agreement. The Provider agrees to ensure that DBE's as defined in 49 CFR Part 23 and Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Provider shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 and Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts.

27.2 PROMPT PAYMENT REQUIREMENTS. Authority has adopted a DBE Program in compliance with 49 CFR Part 26, therefore, the following requirement will apply to all contracts funded, either wholly or in-part, with DOT financial assistance:

Provider agrees to pay each subconsultant under this contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment Provider receives from Authority. Provider agrees further to return any retainage payments to each subconsultant within thirty (30) days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment beyond these time limits may occur only for good cause following written approval of the delay by Authority. This clause applies to both DBE and non-DBE subconsultants.

27.3 INCORPORATION OF PROVISIONS. Provider shall include the provisions of paragraphs 27.1 through 27.2 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Provider shall take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Provider may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Provider may request the United States to enter into such litigation to protect the interests of the United States.

28.0 NONDISCRIMINATION CLAUSE

Pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, the Restoration Action of 1987, the Florida Civil Rights Act of 1992, and as said Regulations may be amended, the Contractor/Consultant must assure that "no person in the United States shall on the basis of race, color, national origin, sex, creed or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," and in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment.

The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

29.0 GENERAL CIVIL RIGHTS CLAUSE

The Contractor agrees to comply with pertinent statute, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

30.0 E-VERIFY CLAUSE

Provider agrees that it will enroll and participate in the U.S. Department of Homeland Security's E-Verify Program for Employment Verification in accordance with the terms governing use of the Program. The Provider further agrees to provide the Authority with proof of such enrollment within thirty (30) days of the date of this Agreement. Once enrolled, Provider agrees to use the E-Verify Program to confirm the employment eligibility of:

- 30.1. All persons employed by Provider during the term of this Agreement
- 30.2. All persons, including contractors and subcontractors, assigned by the Provider to perform work or provide services under the Agreement.

Provider further agrees that it will require each contractor or subcontractor performing work or providing services under this Agreement to enroll in and use the U.S. Department of Homeland Security's E-Verify Program for Employment Verification to verify the employment eligibility of all persons employed by the contractor or subcontractor during the term of this Agreement.

Provider agrees to maintain records of its participation and compliance with the provisions of the E-Verify Program, including participation by its contractors and subcontractors as provided above, and to make such records available to the Authority or other authorized state or federal agency consistent with the terms of this Agreement.

Compliance with the terms of this Section is made an express condition of this Agreement, and the Authority may treat failure to comply as a material breach of the Agreement and grounds for immediate termination.

31.0 HEADINGS

The headings of the Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Sections, Exhibits and Attachments.

32.0 ENTIRE AGREEMENT

This Agreement, including the referenced Exhibits and Attachments, constitutes the entire Agreement between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.

33.0 NOTICES AND ADDRESS

33.1 All notices required and/or made pursuant to this Agreement to be given by either party to the other shall be in writing and shall be delivered by hand or by United States Postal Service, first class mail service, postage prepaid, and addressed to the following addresses of record:

LEE COUNTY PORT AUTHORITY
11000 Terminal Access Road, Suite 8671
Fort Myers, FL 33913
Attention: Airport Executive Director

P&T LAWN & TRACTOR SERVICE, INC.
15980 Old Olga Road
Alva, FL 33920
Attention: Teena Zielinski, President

33.2 CHANGE OF ADDRESS - Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

34.0 TERMINATION

This Agreement may be terminated by the Authority at its convenience, or due to the fault of the Provider, by giving thirty (30) calendar days written notice to the Provider.

35.0 TERMINATION UNDER SECTION 287.135, F.S.

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 Provider is found to have submitted a false certification under Section 287.135(5), F.S., 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 is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

36.0 WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement 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 Agreement.

37.0 SECURING AGREEMENT DISCLOSURE

The Provider warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any person or company to secure this Agreement, other than a bonafide employee of Provider.

38.0 AMENDMENTS OR MODIFICATIONS

The terms of this Agreement may be amended, in writing, by the Agreement of both parties. Any modifications to the terms of this Agreement will only be valid when issued in writing as a properly executed Amendment to the Agreement and signed by both parties.

39.0 ACCEPTANCE

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

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

ATTEST: LINDA DOGGETT
Clerk of the Circuit Court

BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

Chair or Vice Chair

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

By: _____
Port Authority Attorney's Office

Signed, Sealed and Delivered
in the presence of:

Patty Lomb
Witness

Laura Perry
Witness

SEAL

P&T LAWN & TRACTOR SERVICE,
INC., PROVIDER

Teena Zielinski
Signature

By: Teena Zielinski
Printed Name

1/20/2020
Title

EXHIBIT "A"

SCOPE OF SERVICES

1. BACKGROUND

- 1.1. Provider will perform all maintenance services necessary to ensure well-manicured entrances to the Southwest Florida International Airport on a continuing basis. Provider must furnish all labor, materials, equipment and incidentals required to complete all work to the Authority's quality standards as defined herein. Landscape maintenance shall consist of, but is not limited to: pruning, litter removal, herbicide, mowing and edging as needed on a year round basis. The Authority reserves the right to add additional related services and/or areas to this scope of work.

2. SERVICE LOCATIONS

- 2.1. Skyplex Road Daniels Parkway to Chamberlin Parkway
- 2.2. Terminal Access Road I-75 east (to include intersections at Treeline Avenue South and Ben Hill Griffin Parkway) to Welcome sign (stopping at the split of Terminal Access Road).

3. WORK SCHEDULE

- 3.1. Minimum schedules set out in the Request for Bids for each task were included for bidding purposes only. Authority may vary the minimum schedules due to influences, such as environmental, that may require more or less service. Where a minimum schedule is not established it means that a review and maintenance is to be conducted at each site visit, minimum one-time weekly, to ensure Authority's standards are being maintained. Provider is required to take this weekly review and maintenance work into consideration in providing an all-inclusive monthly service fee.
- 3.2. Provider will be responsible to perform the following tasks:
 - 3.2.1. Provide a complete 12-month schedule that includes all work to be performed, such as pruning, litter removal, herbicide, mowing, and edging.
 - 3.2.2. Submit a monthly schedule of work tasks which shows the current schedule to be performed for the upcoming month. The Provider shall be required to meet with the Authority on a monthly basis to review the proposed schedule for the coming month. When necessary, Provider must request the Authority approve updates to the schedule when circumstances arise beyond the Provider's control and will provide an updated schedule whenever changes to the schedule are approved.
 - 3.2.3. Contact the Authority representative within 24 hours of any proposed schedule change.
- 3.3. The supervision of the performance of this work is vested wholly with the Authority. The Authority will decide any and all questions which may arise as to the quality and acceptability of equipment, materials used, work performed, and the manner of performance and the rate of progress of the work.

4. INSPECTION

- 4.1. Onsite inspections will be conducted by the Authority and, if requested by the Authority, the Provider shall be required to attend a meeting with the Authority within five (5) working days of request.
- 4.2. Provider will meet with the Authority representative to discuss and remedy any field questions and/or associated problems.

5. SUPERVISION AND SAFETY

- 5.1. Prior to the repair of planting areas and replacement of plants, Provider must ascertain the location of all drains, electrical cable, conduits, utility lines, supply lines, and other subsurface structures. The Provider is responsible for contacting **Sunshine Locating Services at 811 or 1-800-432-4770** and Authority for locations so proper advance owner notifications may be made and precautions may be taken to avoid disturbing or damaging any of these elements or improvements. The Provider shall properly maintain and protect existing utilities and repair all items damaged by this work at no additional expense to Authority.
- 5.2. Provider must provide all maintenance services in a professional manner. During all maintenance working hours, provide a qualified and competent person onsite with the ability to converse in English; able to understand and carry out instructions, authorized to supervise the maintenance operations and to represent and act on behalf of the Provider.
- 5.3. Before any work begins, the Provider, an Authority representative, and the Provider's landscape maintenance supervisor shall meet on site to clearly define the limits of landscape, maintenance responsibilities, expectations, and to discuss any relevant landscaping issues.
- 5.4. The Provider is required to visit each site and acquaint themselves with the conditions as they exist and the operations to be carried out under this solicitation. Provider shall make such investigations as required to fully understand the facilities, and any challenges or restrictions affecting the work to be performed.
- 5.5. The Provider shall provide a video in color of the entire site prior to commencement of work pursuant to the agreement. Care must be taken to ensure that the site is adequately documented, i.e. utility boxes, curbs, signs, and condition of existing sod and plants, including any damage, such as weed eater blight. This video will be used to resolve any disputes. In the event the site is not properly documented and an issue arises, the Provider will assume responsibility and the area will be repaired at no cost to the Authority. Two copies of the video shall be made, one for the Provider's file and the other for the Authority representative. The video shall be in the format that may be reviewed in any standard digital device without adaptation.
- 5.6. All vehicles and trailers shall have the company name and business phone number clearly displayed.
- 5.7. Personnel shall wear appropriate apparel, and personal protection equipment (PPE), including high visibility safety vests.
- 5.8. It shall be the Provider's responsibility to enforce the following requirements:
 - 5.8.1. Maintain safe and efficient pedestrian and vehicular traffic flow through the designated work zone area.
 - 5.8.2. Adhere to the applicable federal, state, and local laws, ordinances and regulations.
 - 5.8.3. Maintain proper work zones in the accordance with the Florida Department of Transportation's Manual on traffic control, maintain safe practice for the streets and Highway Construction and Utility Operations, and the Manual on Uniform Traffic Control Devices (M.U.T.C.D.)
 - 5.8.4. Fully adhere to the Federal Occupational Safety and Health Act (OSHA)
 - 5.8.5. Authority requires mowing equipment to have warning lights or a strobe light installed and operable while in operation. Warning signs that read "Mowers ahead" will be provided by the Provider, meet the MUTCD specifications, and be placed in the right-of-way facing each lane of traffic in both directions. Signage shall be placed at the beginning and end of each roadway.

6. LANDSCAPE MAINTENANCE MATERIALS

6.1. Provider must:

- 6.1.1. Water: use water free from elements toxic to plant or animal life. Obtain water from approved sources. Do not use Authority retention ponds as water source.

- 6.1.2. Replacement of damaged plants: conform to the type, species, Florida #1 grades, standards, and size to match existing plants. All replacement plants must have the prior written approval of the Authority's representative.
- 6.1.3. Herbicide: use herbicides; post-emergent and pre-emergent, selective and non-selective, contact or systemic, recommended for the control of the type of weeds encountered. Herbicides shall be EPA approved. SDS sheets should be provided. Application of herbicides must be performed by a herbicide applicator licensed by Florida Department of Agriculture and Consumer Affairs in either the ornamental and turf, natural areas weed management, and right of way categories. The license shall be available on site for on-demand inspection by Authority staff at all times.

7. **LANDSCAPE MAINTENANCE**

- 7.1. **Maintain all planted materials:** Maintain all planted material in a healthy, vigorous, and attractive condition. Plant material shall maintain a Florida #1 quality grade throughout the contract period. Costs for this work shall be included in Bid Item 2 and payment for this work shall be made on a monthly basis. The Provider will provide all labor, materials, equipment, permits, and incidentals necessary to perform the following:
 - 7.2. **Mowing and edging and clean-up:**
 - 7.2.1. Roadway, parking lots, curb and gutter, sidewalk and bike paths shall be blown free of clippings in conjunction with mowing and edging events. Do not leave large clumps of grass clippings in the roadways or on sidewalks. The Provider is required to comply with **the Lee County Fertilizer Best Management Practices (BMP) Ordinance section 7, subsection G: and shall ensure "grass clippings are not directed into storm drains, ditches, conveyances, water bodies, roadways or any other impervious surfaces. All curbs are to be cleaned of mulch debris with each visit to the site."**
 - 7.2.2. Mow all Bahia sod areas to three to four (3"-4") height and Floratam sod areas at a height of four to five inches (4"- 5") with a rotary mower. Mowing shall be performed weekly in the peak growing months of April through November and biweekly during the months of December through March, as needed, to maintain an attractive, even sodded area. Please refrain from mowing sod clippings into the tree rings where possible. Avoid damage to the tree rings as most contain flexible pipe and bubblers. Any irrigation equipment damaged by mowing or trimming will be repaired at the Provider's expense. Upon the discovery of any damaged irrigation parts or pieces due to the negligence of the Provider, the Provider will immediately notify the Authority. Failure to do so will allow the Authority to have these repairs made and the cost of repairs deducted from the Provider's next invoice. If any bubblers are destroyed each item shall be replaced by an equal type bubbler. This may be determined by finding a tree or palm of the exact same type and using the rate from that one for the damaged one.
 - 7.2.3. Mowing wet grass or operating with dull blades is not acceptable. The Authority reserves the right to add or eliminate a cycle at no additional cost to Authority provided the additional cycle is necessary to comply with grass height requirements. The Authority shall contact the Provider no less than of one (1) week ahead of scheduled cycle for cancellation. If the Provider feels that extra mowing is warranted, they are to notify the Authority representative immediately for written approval to add a cycle to the schedule.
 - 7.2.4. **Edging:**
 - 7.2.4.1. Edge every cycle. Edging shall be performed with rigid blade edging equipment or a manual hand edger leaving a clean straight edge no more than 1" back from curbs, walks, buildings, tree rings, or bed areas.
 - 7.2.5. **Litter pick up and debris removal:**
 - 7.2.5.1. Clean up all litter, palm fronds, dead plants and trees in all areas within each roadway's limits during each site visit. The Provider shall inspect each roadway every week to look for fallen or dead palm fronds, weeds, and trash. Dead plants

need to be reported to the Authority representative for replacement. Litter and debris shall be removed prior to mowing and any debris thrown or dragged to adjacent property or roadways by mowing operations shall be cleaned up.

7.2.5.2. Litter and debris shall be removed and disposed of at a County approved site. No litter shall be left on site after Provider departs. There will be no additional cost to Authority for litter and debris disposal. Litter and debris is defined as foreign items within the limits of the project, such as, but not limited to, palm fronds, dead plants and trees, paper, plastic, aluminum, metal, glass, and tires, etc. If an illegal dump is located (defined as: centralized piles of debris, construction materials or large items, such as mattresses or household appliances) within the limits of project, the Provider is to contact the Authority representative and report the event. The Provider will not be held responsible for cleanup of illegal dumping.

7.2.6. Tree staking and tree ring maintenance:

7.2.6.1. Tighten and repair staking, reset trees, shrubs and palms to the proper grade or vertical position as needed and as specified herein. If mowers damage tree staking supports, it shall be the Provider's responsibility to replace and/or make the necessary repairs at the Provider's cost. Tree rings and bed areas shall be repaired and restored when disturbed by the mowing function at no additional cost to the Authority. Any trees or shrubs damaged from the errant string trimmer or careless mowing will be replaced with like size, Florida #1 grade material at the Provider's cost.

7.2.7. Pruning or trimming:

7.2.7.1. Unless directed, no pruning from December through the end of February due to the chance of frost.

7.2.7.2. In areas where plants have the potential to interfere with a driver's line of sight, plants shall be maintained to meet the requirements of FDOT standards.

7.2.7.3. All planting material shall be maintained in a neat and aesthetically pleasing appearance as determined by the Authority.

7.2.8. Trimming timing on certain shrubs, groundcovers, and grasses

7.2.8.1. Trees:

7.2.8.1.1. Silver saw palmetto: trim heavy once a year down to three or four palm fronds on each trunk.

7.2.8.1.2. All palm fronds that are up to 12 feet from the ground and are hanging lower than 90° (3 to 9) must be removed by Provider each visit.

7.2.8.1.3. Silver Buttonwood multi stem: maintain shape at 10-12 feet with the top narrower than the bottom to allow sunlight to hit bottom of multi stem.

7.2.8.1.4. Dwarf Poinciana: maintain shape at 12 feet.

7.2.8.1.5. All sucker growth shall be removed during each visit.

7.2.8.1.6. Do not apply Round-up (or equivalent) onto sucker growth on trees. Suckers must be mechanically removed.

7.2.8.1.7. Understory largely overgrown trees and shrubs shall be rejuvenation pruned (the shrub or tree is pruned by cutting off all brown or dead branches at or near ground level) once annually at the discretion of the Authority representative and per his or her specifications.

7.2.8.2. Groundcover:

7.2.8.2.1. Perineal Peanut: Mow and edge weekly during March through November; biweekly December through February. Mow at the highest setting the mower will go or just weedeat the weeds growing up through the Perineal Peanut.

7.2.8.2.2. Variegated ginger and philodendron: Edge so they do not cover curb or sidewalk, also remove weeds within groundcover.

7.2.8.3. Shrubs:

- 7.2.8.3.1. Green and Silver Buttonwood, Clussia, Thryallis, Dwarf Yaupon Holly, Myrsine, Carrisa Atlas, Firebush, and Bougainvillea: trim three to four times per year at a height of approximately three feet high. When landscape is designed in a multi-tiered application the following trimming guide is to be used: three-tiered hedge heights of three, five, and seven feet high, for two-tier hedge height of three and five feet high are to be utilized.
- 7.2.8.3.2. Ilex Shillings, Sword Fern, and Cardboard Palm: trim to the edge of the bed or curb and let it grow no higher than 1 to 2 ½ feet. Keep weed and debris free.
- 7.2.8.3.3. Cardboard Palms and Sword Fern, Bromeliads, Dracaena and Lady Palms: remove dead fronds. Tops are not trimmed unless they impede a driver's line of site.
- 7.2.8.3.4. Sunshine Mimosa, Golden Creeper, Lantana, Florida Coontie, and Sword Fern: trim to the edge of curb and let it grow no higher than 1 to 1^{1/2} feet. Keep weed and debris free. Florida Coontie and Sword Fern: remove dead fronds and do not trim the tops.
- 7.2.8.3.5. Bougainvillea and Dwarf Yaupon Hollies: trim at 1 to 1^{1/2} feet.
- 7.2.8.4. Grass:
 - 7.2.8.4.1. Ornamental grass trimming: in general, ornamental grasses will be cut back once a year. In certain areas, ornamental grasses will be cut back multiple times per year to provide visual sight clearances and accessibility. All grass plants shall be trimmed after February but before the end of July. The timing of the trimming will be coordinated between the Provider and Authority representative.
 - 7.2.8.4.2. Pink Muhly grass: trim once per year after February but before July to allow floescence to be seen.

7.3. Weeding and weed control:

- 7.3.1. Landscape beds, mulched areas, roadway pavers, curbing, bullnoses and gutters, shell beds, around and near all sign posts, utility poles, guy wires, benches, fence lines, guard rails, or any other obstructions within the limits of the project are to be weed-free.
- 7.3.2. Weeding may be done by hand pulling or chemically applied with selective herbicides. Apply spot treatments as necessary to control localized weed problems. Mulch transition zones (**where mulch or shell meets up with sod**) must be maintained to no more than six inches (6"). Provider must **not spray right up to edge and keep making the bed bigger** through the use of chemical herbicides. Weeds obtaining a height of six inches (6") shall be hand pulled and disposed of offsite.

8. GUARANTEE AND REPLACEMENT

- 8.1. When inspected landscape work does not comply with these Authority requirements, the rejected work will be corrected within seven (7) calendar days or as directed by the Authority representative. The Authority reserves the right to withhold and/or deny payment for work not being performed as scheduled or as specified in this solicitation.
- 8.2. If at any time trees, palms, ground covers, sod and/or irrigation components are damaged or destroyed due to the Provider's negligence or failure to adhere to the requirements of this solicitation, it will be the Provider's responsibility to replace and restore the site to the condition it was when they started. All replacement landscape material shall be of the same species and Florida grades and standard #1 quality. Approved replacements shall be furnished and planted as specified at no additional cost to the Authority.

EXHIBIT "B"

COMPENSATION SCHEDULE

Area 1: Skyplex Boulevard

Bid Item #	Description	Unit of Measure	Unit Price	Estimated Quantity	Extended Amt. (estimated yearly amount) (unit price x. Est. Qty.)
1	Pre-Service Video	Each	No Charge	2	No Charge
2	Mow, Edge, Pruning, Trimming, Clean-up and Debris Removal	Monthly	\$4,800.00	12	\$57,600.00
3	Weed Control	Monthly	\$250.00	12	\$3,000.00
Total Area 1: Skyplex Boulevard					\$60,600.00
(items 1-3)					

Area 2: Terminal Access Road

Bid Item #	Description	Unit of Measure	Unit Price	Estimated Quantity	Extended Amt. (estimated yearly amount) (unit price x. est. qty.)
1	Pre-Service Video	Each	No Charge	2	No Charge
2	Mow, Edge, Pruning, Trimming, Clean-up and Debris Removal	Monthly	\$4,000.00	12	\$48,000.00
3	Weed Control	Monthly	\$250.00	12	\$3,000.00
Total Area 2: Terminal Access, Treeline and Ben Hill Griffin Road(s)					\$51,000.00
(items 4-6)					
GRAND TOTAL: (Areas 1 and Areas 2)					\$111,600.00

EXHIBIT "C"
CERTIFICATE OF INSURANCE

In consideration of the premiums charged on the insurance policies shown in this certificate, this certificate of insurance is issued to the certificate holder shown below. This certificate does not amend, extend or alter the coverage afforded by the policies listed below except as shown below:

Name and Address of Agency	COMPANIES AFFORDING COVERAGE	
	COMPANY LETTER	A
Name and Address of Insured	COMPANY LETTER	C
	COMPANY LETTER	D
	COMPANY LETTER	E

This is to verify that the insurance policies listed below have been issued to the insured and are in force at this time. It is agreed that none of these policies will be cancel or changed, except in the application of the aggregate liability limits provisions, so as to affect the insurance described by this certificate until after 30 days written notice of such cancellation or change has been delivered to the certificate holder at this address shown below. It is also agreed that 30 days written notice by the insurance companies listed above of their intent not to renew their policies listed below for the same coverage provided in this certificate will be given to the certificate holder at their address shown below. The policies shown in this certificate are primary to any insurance carried by the certificate holder.

Company Letter	Type of Insurance	Policy Number	Policy Effective Date (mm/dd/yy)	Policy Expiration Date (mm/dd/yy)	ALL LIMITS IN THOUSANDS		
	GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence <input type="checkbox"/> Owners & Contractors Protective <input type="checkbox"/> X.C.U. Coverage <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors				General Aggregate	\$	
					Products Comp/Ops Aggregate	\$	
					Personal & Advertising Injury	\$	
					Each Occurrence	\$	
					Fire Damage (Any one Fire)	\$	
					Medical Expense (Any one Person)	\$	
					Specific Project*	\$As above	
	AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Bodily Injury (Each Person)	\$	Aggregate
					Bodily Injury (Each Accident)	\$	
					Property Damage	\$	
					Bodily Injury and Property Damage Combined	\$	
	EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Bodily Injury and Property Damage Combined	\$	Aggregate
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				Statutory	\$	Aggregate
					(Each Accident)	\$	
					(Disease-Policy Limit)	\$	
					(Disease-Each Employee)	\$	
	OTHER						

Contractual Liability Coverage
Description of Contract:

The Certificate Holder has been named as an additional insured as respects the General, Automobile, and Excess Liability Policies described here.

The General, Automobile and Excess Liability Policies described provide the severability of interest (cross liability) provision applicable to the named insured and the Certificate Holder.

Copy of the agent's license, or other proof of representation, with each insurance company, named above must be attached to this certificate:

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

SPECIFIC PROJECT/LOCATION/VEHICLES/SPECIAL CONDITIONS:

Lee County Port Authority
11000 Terminal Access Road

Name and Address of Certificate Holder

Date Issued: _____

Suite 0571
Fort Myers, Florida 33913

Authorized Representative: _____

Address: _____

Telephone #: _____

Lee County Port Authority
11000 Terminal Access Road., Suite 8671
Fort Myers, Florida 33913

PLEASE READ CAREFULLY

CERTIFICATE OF INSURANCE EXPLANATION

The Certificate Holder (CH), requires the use of its Certificate of Insurance as evidence that the insurance requirements of the agreement have been complied with and will continue to be complied with as long as the agreement is in force. CH must rely on this certificate as proof of compliance with the insurance requirements agreed upon. The CH must be advised of cancellation or nonrenewal of the insurance coverage required or reduction in the coverage provided in compliance with the agreement as shown in the Certificate of Insurance. Thirty-day written notice of cancellation, nonrenewal, or reduction in coverage must be provided to the CH so that it can take proper action to protect itself.

Many Certificates of Insurance are received by the CH and many contain wording to the effect that the certificate is issued as a matter of information only and confers no rights upon the certificate holder. A common example of this unacceptable language is: should any of the above-described policies be canceled before the expiration date thereof, the Issuing company will endeavor to mail thirty (30) days written notice to the named holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

The CH must have the right of notice of cancellation, nonrenewal, and reduction of coverage, as this is part of the insurance requirements of the agreement entered into and to be relied upon by the CH as evidenced through its Certificate of Insurance.

The requirement that the authorized representative signing the Certificate of Insurance attach his agent's license with the insurance company or companies, or other acknowledgment by the insurance company or companies shown in the certificate, is to show proof to the CH that the person signing the certificate is legally authorized by the insurance company to so obligate them, as referred to in the certificate.

The CH must have positive evidence in the form of its Certificate of Insurance that the insurance requirements of the agreement entered into have been met and will continue to be met, without interruption, during the term of the agreement entered into unless thirty days written notice is given to it.

No activity shall begin until the CH's properly executed Insurance Certificate is received. Your cooperation in providing the CH with acceptable evidence of insurance requirements compliance, as agreed to in the agreement, will prevent confusion and delay in allowing the subject matter of this agreement to be accomplished.

The acceptance of delivery to the CH of any Certificate of Insurance required in any contract does not constitute agreement by the CH that the insurance requirements in the contract have been met or that the insurance policies shown in the certificate are in compliance with the contract requirements.

SEVERABILITY OF INTERESTS PROVISION

With respect to claims involving any Insured at interest hereunder, each such interest shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured. This agreement, however, shall not operate to increase the limits of the Insurance Company's liability.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/8/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Chapman Insurance Group, LLC 2455 Tamiami Trail Port Charlotte FL 33952		CONTACT NAME: Beth Dvornik	
		PHONE (A/C, No, Ext): 9413474707	FAX (A/C, No): 8885596583
		E-MAIL ADDRESS: commercial@cigflorida.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Southern-Owners	NAIC #: 10190
		INSURER B: Owners	NAIC #: 32700
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES	CERTIFICATE NUMBER: 2094680318	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y Y	20503122	10/5/2019	10/5/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		5050312201	10/5/2019	10/5/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		5050312200	10/5/2019	10/5/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	INLAND MARINE		20503122	10/5/2019	10/5/2020	RENTED EQUIPMENT 100,000 SCHEDULED EQUIP. 197,271

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
AUTOMATIC ADDITIONAL INSURED STATUS AND AUTOMATIC WAIVER OF SUBROGATION APPLIES TO CERTIFICATE HOLDER WITH REGARD TO GENERAL LIABILITY.
LEE COUNTY PORT AUTHORITY, SOUTHWEST FLORIDA INTERNATIONAL AIRPORT IS INCLUDED AS ADDITIONAL INSURED STATUS AND AUTOMATIC WAIVER OF SUBROGATION APPLIES TO CERTIFICATE HOLDER WITH REGARD TO GENERAL LIABILITY AND AUTO AND INCLUDES PRIMARY AND NON-CONTRIBUTORY. SEVERABILITY OF INTERESTS AND 30 DAY NOTICE OF CANCELLATION/NON RENEWAL APPLIES

CERTIFICATE HOLDER	CANCELLATION
LEE COUNTY PORT AUTHORITY SOUTHWEST FLORIDA INTERNATIONAL AIRPORT MAUREEN ANDRES - PROPERTY COORDIAN TOR 11000 TERMINAL ACCESS ROAD SUITE 8671 FORT MYERS FL 339138213	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Brian Chapman</i>

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**LEE COUNTY
PORT AUTHORITY
11000 TERMINAL ACCESS ROAD, SUITE 8671
FORT MYERS, FL 33913**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insured: South East Personnel Leasing, Inc.
Insurance Company: Lion Insurance Co.
Policy #: WC 71949
Effective: 01/01/2020- 01/01/2021
Client: P&T Lawn & Tractor Service, Inc

Countersigned by: _____



WC 00 03 13
(Ed. 4-84)

CERTIFICATE OF LIABILITY INSURANCE

Date
1/20/2020

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits																					
		GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur <hr/> General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence	\$																				
						Damage to rented premises (EA occurrence)	\$																				
						Med Exp	\$																				
						Personal Adv Injury	\$																				
						General Aggregate	\$																				
						Products - Comp/Op Agg	\$																				
		AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident)	\$																				
						Bodily Injury (Per Person)	\$																				
						Bodily Injury (Per Accident)	\$																				
						Property Damage (Per Accident)	\$																				
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made Deductible				Each Occurrence																					
						Aggregate																					
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.	WC 71949	01/01/2020	01/01/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">X</td> <td style="width: 20%;">WC Statutory Limits</td> <td style="width: 10%;"></td> <td style="width: 10%;">OTH-ER</td> <td style="width: 55%;"></td> </tr> <tr> <td></td> <td>E.L. Each Accident</td> <td></td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Ea Employee</td> <td></td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Policy Limits</td> <td></td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> </table>	X	WC Statutory Limits		OTH-ER			E.L. Each Accident			\$1,000,000		E.L. Disease - Ea Employee			\$1,000,000		E.L. Disease - Policy Limits			\$1,000,000	
X	WC Statutory Limits		OTH-ER																								
	E.L. Each Accident			\$1,000,000																							
	E.L. Disease - Ea Employee			\$1,000,000																							
	E.L. Disease - Policy Limits			\$1,000,000																							

Other

Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:

Client ID: 90-67-744

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

P&T Lawn & Tractor Service, Inc

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or email certificates@lioninsurancecompany.com

Project Name:

WAIVER OF SUBROGATION APPLIES IN FAVOR OF LEE COUNTY PORT AUTHORITY. ISSUE 11-14-19 (SS). REISSUE 01-20-20 (SS)

Begin Date: 6/12/2019

CERTIFICATE HOLDER

LEE COUNTY
PORT AUTHORITY
11000 TERMINAL ACCESS ROAD, SUITE 8671
FORT MYERS, FL 33913

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

[Signature]

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board approve the purchase of air handler filters from Motion Industries, Inc. through Sourcewell Contract #121218-MII and authorize the Chair to execute the attached Service Provider Agreement on behalf of the Board.
2. **FUNDING SOURCE:** General Airport Operating Revenues collected during the normal operation of Southwest Florida International Airport account WJ5200041200.504635 Equipment Repair Parts.
3. **TERM:** Four (4) year Service Provider Agreement with the option for one (1), one-year renewal.
4. **WHAT ACTION ACCOMPLISHES:** Award the purchase of facility air handler filters to Motion Industries, Inc. for the Lee County Port Authority.

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

6. **ASMC MEETING DATE:** 2/18/2020

7. **BoPC MEETING DATE:** 3/12/2020

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
 CONSENT
 ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Gary Duncan

DIV. Aviation

10. **BACKGROUND:**

The Lee County Port Authority Maintenance Department maintains approximately eighty (80) air handlers located throughout the RSW campus, fifty (50) of which are located in the terminal building. Many of the air handlers have between twenty (20) and thirty (30) air filters each and all units are on a recommended monthly filter replacement schedule. Annually, more than 14,000 filters are replaced throughout the RSW campus at a cost of approximately \$110,000.

The recommended procurement method to purchase these types of filters will be to use the Sourcewell contract, which is based on the combined requirements of multiple organizations and is a cooperative, efficient purchasing resource that offers nationwide contracts on a variety of parts, equipment and services. By utilizing Sourcewell's cooperative purchasing method, the Authority is able to reduce administrative costs and gain the economies of scale that would otherwise not be received if the Authority solicited competitive bids on its own.

Staff recommends Board approve the Motion Industries, Inc. Service Provider Agreement for an initial term of four (4) years with an option for one (1), one-year term extension at the discretion of the Authority.

11. RECOMMENDED APPROVAL

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

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

- APPROVED
 APPROVED as AMENDED
 DENIED
 OTHER

13. **PORT AUTHORITY ACTION:**

- APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER

Background (continued)

Attachments:

1. Service Provider Agreement
- 2.. Acceptance and Award Documents

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 121218-MII

Proposer's full legal name: Motion Industries, Inc.

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be January 25, 2019 and will expire on January 25, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:
Chad Coquette
7E42B8F617A64CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on January 23, 2019

Sourcewell Contract # 121218-MII

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Motion Industries, Inc

Authorized Signatory's Title VP Corporate Accounts

[Signature]
VENDOR AUTHORIZED SIGNATURE

Donald B Blouel
(NAME PRINTED OR TYPED)

Executed on 1/29, 2019

Sourcewell Contract # 121218-MII

Contract Number _____
Vendor Number _____

LEE COUNTY PORT AUTHORITY
SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT is entered this ____ day of _____, 20____, between the LEE COUNTY PORT AUTHORITY, a political subdivision and special district of the State of Florida ("AUTHORITY"), at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and Motion Industries, Inc., Miller Bearing Division, a Delaware corporation, authorized to do business in the State of Florida, ("PROVIDER"), at 11742 Metro Parkway, Fort Myers, FL 33966, Federal Identification Number 63-0251578.

WITNESSETH

WHEREAS, the Authority desires to obtain goods and/or services from Provider as described below for the purchase of air filters for the Southwest Florida International Airport and Page Field Airport in Fort Myers, Florida; and,

WHEREAS, following a competitive solicitation process the Provider has been awarded and entered an agreement with Sourcewell to provide similar goods and services under the Sourcewell Contract #121218-MII, dated January 25, 2019 (the "Sourcewell Agreement") per Request for Proposals RFP #121218; and,

WHEREAS, both Provider and Sourcewell have agreed that the Sourcewell Agreement is eligible for piggyback purchases and that the terms and pricing of the Sourcewell Agreement may be utilized by other local governments to obtain similar goods and services; and

WHEREAS, the Authority desires to purchase goods and services from the Provider under the same terms and conditions as in the Sourcewell Agreement.

NOW, THEREFORE, in consideration of the foregoing and the provisions contained herein, and the mutual consideration described below, the parties agree as follows:

1.0 RECITALS

The recitals set forth above are true and correct and are incorporated into the terms of this Agreement as if set forth herein at length.

2.0 SCOPE OF SERVICES

Provider hereby agrees to provide the goods and/or perform the services described in the Sourcwell Agreement, as modified by the "Packaging, Identification and Pricing" schedule and as to the terms and conditions by the January 23, 2019 "Contract Acceptance and Award" attached hereto as Exhibit "A" and made a part of this Agreement, with "Authority" being substituted for "Sourcwell" in each instance where it appears.

3.0 SOURCEWELL REQUEST FOR PROPOSALS - INCORPORATION BY REFERENCE

It is the intent of the parties to allow Authority to "piggy-back" the Sourcwell Agreement as permitted by that Agreement and the Port Authority Purchasing Manual. The terms of the Request for Proposals RFP 121218 and the Sourcwell Agreement are hereby merged into and incorporated by reference as part of this Agreement. If there are any conflicts between the terms of the Request for Proposals and this Agreement, or the terms of the Sourcwell Agreement, as modified by Exhibit "A" and this Agreement, the terms of this Agreement will control.

4.0 TERM OF AGREEMENT

The term of this Agreement begins on the first date written above and will continue until January 25, 2023 (the "Expiration Date"). If the Sourcwell Agreement is extended by Sourcwell until June 25, 2023, Authority may extend the term of this Agreement, on the same terms and conditions until January 25, 2023. After notice from Sourcwell that the term of the Sourcwell Agreement has been extended, Authority may extend the term of this Agreement to match by providing Provider notice of its intent to extend the term at least thirty (30) days prior to the Expiration Date.

5.0 STANDARDS OF SERVICE

Provider agrees to provide all goods and perform all services under this Agreement in accordance with generally accepted standards of practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agency that regulates or has jurisdiction over the services to be provided and/or performed by the Provider.

6.0 INDEMNIFICATION AND HOLD HARMLESS

The Provider agrees to be liable for, and shall indemnify, defend and hold harmless Lee County and Authority and their respective commissioners, officers, employees and agents, from and against any and all claims, liabilities, suits, judgments for damages, losses and expenses, including but not limited to court costs, expert witness and professional consultation services, and reasonable attorneys' fees arising out of or resulting from the Provider's services or provision of goods under this Agreement, or

Provider's errors, omissions, negligence, recklessness, or the intentional misconduct of Provider or any agent, employee or other person employed or used by Provider in performance of services under this Agreement regardless of whether or not caused by a party indemnified hereunder.

7.0 COMPENSATION AND METHOD OF PAYMENT

7.1 **METHOD OF PAYMENT** - The Authority shall pay the Provider for all requested and authorized goods provided or services completed in accordance as set out in the two attached Quotes dated 11/01/2019 and 12/02/2019, which together comprise Exhibit "B" which is incorporated herein by reference, and with the requirements, provisions, and/or terms of the Sourcwell Agreement, except as modified herein.

7.2 **PAYMENT SCHEDULE** - The Authority shall issue payment to the Provider within thirty (30) calendar days after acceptance of the goods or services and receipt of an invoice from the Provider that is in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the Authority object or take exception to the amount of any Provider's invoice, the Authority shall notify the Provider of such objection or exception within thirty (30) days. If such objection or exception remains unresolved at the end of the thirty (30) day period, the Authority shall withhold the disputed amount and make payment to the Provider of all amounts not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

8.0 FAILURE TO PERFORM

Should the Provider fail to commence, provide, perform and/or complete any of the services and work required under this Agreement in a timely and diligent manner, the Authority may consider such failure as cause to terminate this Agreement. As an alternative to termination, the Authority may, at its option, withhold any or all payments due and owing to the Provider, not to exceed the amount of the compensation for the work in dispute, until such time as the Provider resumes performance of its obligations in accordance with the time and schedule of performance requirements set forth in this Agreement.

9.0 ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The Provider shall not assign or transfer any of its rights, benefits or obligations hereunder without prior written approval of the Authority. The Provider shall have the right, subject to the Authority's prior written approval, to employ other persons and/or firms to serve as subcontractors to Provider for the Provider's performance of services and work under this Agreement.

10.0 PROVIDER AN INDEPENDENT CONTRACTOR

The Provider is an independent contractor and is not an employee or agent of the Authority. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the Authority and the Provider, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. Nor shall anything contained herein be deemed to give any such party a right of action against Authority beyond such right as might otherwise exist without regard to this Agreement.

11.0 F.A.A. NON-DISCRIMINATION CLAUSE

The Provider, for itself, its successors in interest, and assigns, as part of the consideration hereof, agrees that it shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Provider shall carry out applicable requirements of 49 CFR Part 23 and Part 26 in the award and administration of DOT-assisted contracts. Failure by the Provider to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Port Authority deems appropriate.

12.0 NOTICE REGARDING PUBLIC ENTITY CRIMES

Section 287.133(2)(a) F.S. prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services.

Section 287.133(3)(a) (1995) requires the Authority to notify Bidder/Lessee/Tenant of the provisions of Section 287.133(2)(a) F.S. following a conviction for a public entity crime from:

- A. Contracting to provide goods or services to a public entity.
- B. Submitting a bid on a contract for construction or repair of a public building or public work.
- C. Submitting bids on leases of real property to a public entity.
- D. Being awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of \$35,000.00.

The prohibitions listed above apply for a period of thirty-six (36) months from the date a person or an affiliate is placed on the convicted vendor list.

13.0 MAINTENANCE OF RECORDS

The Provider will keep and maintain adequate records and supporting documentation concerning the procurement and applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by

the Provider for a minimum of five (5) years from the date final payment has been made or termination of this Agreement, or for such period as required by law.

The Authority, the FAA, the Comptroller General of the United States and their authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement, and during the period set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the Provider.

14.0 NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

15.0 GOVERNING LAW

This Agreement shall be interpreted, construed and governed by the laws of the State of Florida. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement shall be brought either in the Florida state courts in Lee County, Florida, or in the United States Federal District Court for the Middle District of Florida, Fort Myers Division. The prevailing party in any such suit or action shall be entitled to recover their reasonable attorneys' fees and court costs.

16.0 PROHIBITED INTERESTS

No member, officer or employee of the Port Authority or of the locality during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

17.0 LOBBYING CERTIFICATION

The Port Authority agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Port Authority, to any person for influencing or attempting to influence any officer or employee of any Federal agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the Port Authority to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Port Authority shall require that the language of this section be included in this award document and any award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

18.0 COVENANTS AGAINST DISCRIMINATION

18.1 DBE POLICY. It is the policy of the Department of Transportation (the "DOT") that Disadvantaged Business Enterprises ("DBE's") as defined in 49 CFR Part 23 and Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Part 26 apply to this Agreement. The Provider agrees to ensure that DBE's as defined in 49 CFR Part 23 and Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Provider shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 and Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts.

18.2 PROMPT PAYMENT REQUIREMENTS. Authority has adopted a DBE Program in compliance with 49 CFR Part 26, therefore, the following requirement will apply to all contracts funded, either wholly or in-part, with DOT financial assistance:

Provider agrees to pay each subconsultant under this contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment Provider receives from Authority. Provider agrees further to return any retainage payments to each subconsultant within thirty (30) days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment beyond these time limits may occur only for good cause following written approval of the delay by Authority. This clause applies to both DBE and non-DBE subconsultants.

18.3 INCORPORATION OF PROVISIONS. Provider shall include the provisions of paragraphs 18.1 through 18.2 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Provider shall take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Provider may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Provider may request the United States to enter into such litigation to protect the interests of the United States.

19.0 NONDISCRIMINATION CLAUSE

Pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, the Restoration Action of 1987, the Florida Civil Rights Act of 1992, and as said Regulations may be amended, the Contractor/Consultant must assure that "no person in the United States shall on the basis of race, color, national origin, sex, creed or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," and in the selection and retention of subcontractors/subconsultants, including procurement of materials and leases of equipment.

The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

20.0 GENERAL CIVIL RIGHTS CLAUSE

The Contractor agrees to comply with pertinent statute, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

21.0 E-VERIFY CLAUSE

Provider agrees that it will enroll and participate in the U.S. Department of Homeland Security's E-Verify Program for Employment Verification in accordance with the terms governing use of the Program. The Provider further agrees to provide the Authority with proof of such enrollment within thirty (30) days of the date of this Agreement. Once enrolled, Provider agrees to use the E-Verify Program to confirm the employment eligibility of:

- 21.1. All persons employed by Provider during the term of this Agreement
- 21.2. All persons, including contractors and subcontractors, assigned by the Provider to perform work or provide services under the Agreement.

Provider further agrees that it will require each contractor or subcontractor performing work or providing services under this Agreement to enroll in and use the U.S. Department of Homeland Security's E-Verify Program for Employment Verification to verify the employment eligibility of all persons employed by the contractor or subcontractor during the term of this Agreement.

Provider agrees to maintain records of its participation and compliance with the provisions of the E-Verify Program, including participation by its contractors and subcontractors as provided above, and to make such records available to the Authority or other authorized state or federal agency consistent with the terms of this Agreement.

Compliance with the terms of this Section is made an express condition of this Agreement, and the Authority may treat failure to comply as a material breach of the Agreement and grounds for immediate termination.

22.0 HEADINGS

The headings of the Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Sections, Exhibits and Attachments.

23.0 ENTIRE AGREEMENT

This Agreement, including the referenced Exhibits and Attachments, constitutes the entire Agreement between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.

24.0 NOTICES AND ADDRESS

24.1 All notices required and/or made pursuant to this Agreement to be given by either party to the other shall be in writing and shall be delivered by hand or by United States Postal Service, first class mail service, postage prepaid, and addressed to the following addresses of record:

LEE COUNTY PORT AUTHORITY
11000 Terminal Access Road, Suite 8671
Fort Myers, FL 33913
Attention: Airport Purchasing Manager

Motion Industries, Inc. – Miller Bearing Division
11742 Metro Parkway
Fort Myers, FL 33966

Attention: Donald Bland, VP Corporate Accounts

24.2 CHANGE OF ADDRESS - Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

25.0 TERMINATION

This Agreement may be terminated by the Authority at its convenience, or due to the fault of the Provider, by giving thirty (30) calendar days written notice to the Provider.

26.0 TERMINATION UNDER SECTION 287.135, F.S.

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., 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 is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

27.0 WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement 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 Agreement.

28.0 SECURING AGREEMENT DISCLOSURE

The Provider warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any person or company to secure this Agreement, other than a bonafide employee of Provider.

29.0 AMENDMENTS OR MODIFICATIONS

The terms of this Agreement may be amended, in writing, by the Agreement of both parties. Any modifications to the terms of this Agreement will only be valid when issued in writing as a properly executed Amendment to the Agreement and signed by both parties.

30.0 ACCEPTANCE

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

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

ATTEST: LINDA DOGGETT
Clerk of the Circuit Court

BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair or Vice Chair

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

By: _____
Port Authority Attorney's Office

Signed, Sealed and Delivered
in the presence of:

Motion Industries, Inc., Provider

Witness

By: _____
Authorized Signature for Provider

Witness

Printed Name

SEAL

Title

EXHIBIT "A"

PACKAGING, IDENTIFICATION AND PRICING

**SOURCEWELL CONTRACT
ACCEPTANCE AND AWARD**

1. PACKAGING AND IDENTIFICATION

Packaging shall provide adequate protection against damage or deterioration during shipment and allow complete identification of both the filters and the shipping container.

1.1. Each filter must be marked with the following:

- Nominal and actual filter size.
- Name of product.
- Means of identifying air flow direction of the filter when installed.
- Underwriters' Laboratories, Inc., official mark identifying a Class 2 classification.
- Name of manufacturer.

1.2. Shipping containers must be marked with the following information:

- The name or trade name of the product.
- Nominal filter size.
- Quantity of filters per carton.
- Name of manufacturer.

1.3. Shipping Instructions

- All filters must be palletized and wrapped in plastic with labels faced out.
- Filters are to be palletized with like sizes and remainders should be on a mix pallet.
- The front wall of the delivery vehicle must be visible for security to allow unloading.

1.4. Delivery Notes:

- 48 hours before delivery is made a phone call must be made to 239-590-4588 or 239-206-7664 to coordinate delivery logistics.
- Driver will arrive at 15920 Air Cargo Lane, Fort Myers. Driver will then be escorted to the air-side of airport to unload filters.
- Driver must have valid driver's license with them at time of delivery.
- Driver must not have any unauthorized passengers in the truck.
- Driver must stay in cab of truck while unloading.
- Driver and truck subject to search.
- Must be able to see to the front wall of trailer for inspection.
- All filters must be palletized, like sizes together with remainders on a mixed pallet, wrapped in plastic with labels facing out.
- Vendor is responsible for making sure the above delivery notes are known to shipping company.

2. PRICING:

2.1. Include Freight Charges To:

- Southwest Florida International Airport
11000 Terminal Access Drive, Suite 8671, 3rd Floor
Fort Myers, Florida 33913

2.2. All orders will be placed on releases on an as needed basis.

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 121218-MII

Proposer's full legal name: Motion Industries, Inc.

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be January 25, 2019 and will expire on January 25, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:
Jeremy Schwartz
C6FD2A139D06469
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:
Chad Coquette
7E42B8F817A84CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on January 23, 2019

Sourcewell Contract # 121218-MII

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Motion Industries, Inc.

Authorized Signatory's Title VP Corporate Accounts

[Signature]
VENDOR AUTHORIZED SIGNATURE

Donald B Bismal
(NAME PRINTED OR TYPED)

Executed on 1/29, 2019

Sourcewell Contract # 121218-MII

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: Motion Industries, Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

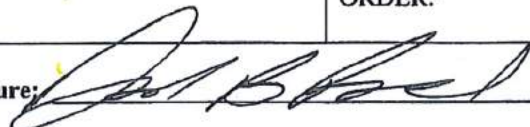
Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS
3.23 and 3.23.2 (page 8)	Sole Source of Responsibility; Vendor use of sub-contractors in sourcing or delivering equipment/product/services	Motion requests that the first two sentences of Section 3.23 be deleted, and that Section 3.23.2 be deleted in its entirety. Motion cannot be held liable for the acts of its suppliers, manufacturers or vendors, as Motion does not have control over their actions and processes.	Sourcewell accepts
3.30 (page 10)	Industry Standards	Motion requests that this section be revised so that it reads as follows: "All services will be provided according to generally understood and accepted industry standards; however, all items/goods supplied pursuant to this Contract are subject to the terms of written warranties provided by the manufacturer of each item/good."	Sourcewell accepts
3.32 (page 10)	Compliance with laws and standards	Motion requests that this section be revised so that it reads as follows: "Proposer will use reasonable commercial efforts to ensure that all items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes."	Sourcewell accepts
3.34 (pages 10-11)	Warranty	Motion requests that this section be revised so that it reads as follows: "Proposer shall pass through all applicable warranty benefits to Sourcewell/Sourcewell member from the applicable manufacturer of the product, equipment or supply."	Sourcewell accepts
3.35 (page 11)	Additional Warrants	Motion requests that the language in this section be replaced with the following: "Proposer is primarily a distributor of products manufactured by other companies. As such, Proposer generally does not design, manufacture, alter, modify, test, inspect, package or provide instructions or warnings with respect to the products sold hereunder."	Sourcewell accepts

		Proposer itself makes NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, or other warranties of quality, WHETHER EXPRESS OR IMPLIED for the products sold hereunder. Any product warranty extended to Sourcewell/Sourcewell member is that of the manufacturer, and not that of Proposer. Proposer shall assist Sourcewell/Sourcewell member against manufacturers in connection with any non-conformities during manufacturer's warranty period, if any.	
5.51 (page 18)	Shipping	Motion requests that the language in this section be replaced with the following: "Sourcewell and Sourcewell member recognize Vendor as a distributor of product only and not the manufacturer of goods. Therefore, in that capacity, Sourcewell and Sourcewell member understand that Vendor does not normally create or perform the packaging of goods outside of that performed by the manufacturer. In the event that Vendor does pack goods for delivery, Vendor shall pack the goods and materials to prevent damage and deterioration."	Sourcewell accepts
5.52 (page 18)	Conforming Products	Motion requests that the phrase "use reasonable commercial efforts to" be inserted between "The Vendor must" and "deliver Contract-conforming".	Sourcewell accepts
6.26 (page 23)	Insurance - Subcontractors	Motion requests that the language in this section be replaced with the following: "Vendor shall cause its subcontractors (which shall specifically exclude manufactrers, suppliers and vendors) to abide by the minimum insurance requirements set forth above in this section.	Sourcewell accepts
7.2 (page 25)	Governing Law	Motion requests that the language in this section be deleted. Motion requests the right to negotiate thee items with individual purchasers/members.	Sourcewell does not accept as it applies to the relationship with Sourcewell, but accepts as it applies to individual purchasers/
7.5 (page 26)	Performance Bond	Motion requests that this section be deleted in its entirety.	members. Sourcewell accepts

7.9 (page 26)	Audits	Motion requests that the phrase " a sampling of" be inserted befor the phrase "all order and invoicing documentation" in the second sentence of this section. With the number of locations participating, it would be time consuming, burdensome and costly for Proposer to gather and present all order and invoicing documentation related to all member purchases under the Contract.	Sourcewell accepts
7.14, 7.17 (pages 26, 28)	Contract Termination for Cause and without Cause	Motion requests that the provisions of these sections be made mutual.	Sourcewell accepts
8.5 and 8.5.1 (page 28)	Jurisdiction	Motion requests that these sections be deleted in their entirety.	Sourcewell does not accept
8.10 (page 29)	Patent and Copyright Infringement	Motion requests that the language of this section be replaced with the following: "Vendor shall provide an indemnity for intellectual property claims based on the intellectual property rights owned by Vendor, but cannot provide a direct copyright, trademark or patent indemnity for the goods supplied pursuant to the resulting contract, as Vendor does not manufacture the goods. Vendor can agree to use reasonable commercial efforts to assist the customer in processing any infringement claim against the applicable manufacturer."	Sourcewell accepts
8.18 (page 30)	Force Majeure	Motion requests that the next to last sentence in this section be deleted.	Sourcewell accepts
8.23 (page 30)	Material Suppliers and Sub-Contractors	Motion requests that this section be revised to read as follows: "The awarded Vendor will endeavor to supply the names and addresses of sourcing suppliers and sub-contractors as part of the purchase order when requested by Sourcewell or the Sourcewell member." Additionally, please note that country of origin information is provided by Vendor by its manufacturers of the applicable merchandise and Vendor will endeavor to pass this information on to Sourcewell and the Sourcewell members to the extent available. Notwithstanding the foregoing, Vendor does not independently verify the accuracy of country of origin information. Sourcewell and Sourcewell member should not rely on country of origin	Sourcewell accepts

		information for purposes of complying with any laws or regulations.	
8.41 (page 34), Appendix D	Record Retention Requirements	Motion requests that the retention period in Section 8.41 and as described in 44 CFR 13.36(i)(11) in Appendix D be reduced from three (3) years to two (2) years.	Sourcewell does not accept
8.43 (page 34)	Buy American Provision Compliance	Motion requests that Buy American compliance be revised as follows. As noted above, Vendor is able to supply country of origin information supplied by the manufacturer for the applicable merchandise, and where requested by Sourcewell or the Sourcewell member at the time of order on the terms set forth in Motion's exception to Section 8.23 above.	Sourcewell accepts
Form D (page 41)	Sole Source of Responsibility	Motion requests that the last sentence of Form D be deleted in its entirety.	Sourcewell accepts
New Section	Limitation of Liability	Motion requests that the following new limitation of liability section be added to any awarded contract: "NEITHER SOURCEWELL, SOURCEWELL MEMBERS NOR VENDOR SHALL BE LIABLE TO THE OTHER PARTIES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR LOSS OF BUSINESS), WHETHER KNOWN OR UNKNOWN, ARISING FROM OR RELATED TO THIS CONTRACT OR ANY PURCHASE ORDER."	Sourcewell accepts

Proposer's Signature: _____



Date: 11-30-18

Sourcewell's clarification on exceptions listed above:



EXHIBIT "B"

MOTION INDUSTRIES, INC.

NOVEMBER 1, 2019

DECEMBER 2, 2019

QUOTES



Quote

MOTION INDUSTRIES INC.
 11742 METRO PKY
 MILLER BEARINGS DIVISION
 FORT MYERS, FL 33966-8358
 PHONE : 2399386264
 FAX : 2399363564

Date: 12/02/19

Note: Due to recent volatility of raw materials, price and delivery are subject to change based on availability at time of order.

To:
 LEE CTY PORT AUTHORITY
 15920 AIR CARGO LN
 FORT MYERS, FL 33913
 PO: V-CELL FILTERS

Quote Number: FL16 - 043315
Customer RFQ: V-CELL FILTERS
FOB: FOB DES,FRT PP&ALLOW
Quote Sent By: JOHN
Payment Terms: . NET 30
Delivery: STOCK UNLESS NOTED

MOTOR FREIGHT

Description	Manufacturer	Quantity	Unit	Unit Price	Amount
LINE ITEM: 001					
12X24X12 V-CELL		27	EA	\$47.490	\$1,282.23
MINO: 05958 Z 83000					
ITEM NO: 99999999	TOTAL FILT SVC				
CSN: 9115102			DELIVERY DATE:	12/20/19	
LINE ITEM: 002					
20X20X12 V-CELL		135	EA	\$63.380	\$8,556.30
MINO: 05958 Z 83000					
ITEM NO: 99999999	TOTAL FILT SVC				
CSN: 9115405			DELIVERY DATE:	12/20/19	
LINE ITEM: 003					
20X24X12 V-CELL		244	EA	\$61.230	\$14,940.12
MINO: 05958 Z 83000					
ITEM NO: 99999999	TOTAL FILT SVC				
CSN: 9115503			DELIVERY DATE:	12/20/19	

BUYER UNDERSTANDS AND AGREES THAT GOODS PRESENTED TO BUYER PURSUANT TO THIS INVOICE ARE BEING TENDERED CONTINGENT UPON BUYER'S AGREEMENT TO ALL OF MOTION'S TERMS AND CONDITIONS RELATED TO SALES. MOTION'S TERMS AND CONDITIONS ARE AVAILABLE AT THE MOTION BRANCH OR AT WWW.MOTIONINDUSTRIES.COM. BUYER'S ACCEPTANCE OF THE DELIVERY OF THE GOODS SHALL CONFIRM BUYER'S AGREEMENT TO ALL OF MOTION'S TERMS AND CONDITIONS.

Description	Manufacturer	Quantity	Unit	Unit Price	Amount
LINE ITEM: 004					
24X24X12 V-CELL		158	EA	\$68.020	\$10,747.16
MINO: 05958 Z 83000					
ITEM NO: 99999999	TOTAL FILT SVC				
CSN: 9115505			DELIVERY DATE: 12/20/19		
				SUB TOTAL:	\$35,525.81
				SALES TAX:	\$0.00
				TOTAL: USD	\$35,525.81
<p>Want to view inventory and place orders on-line? MotionIndustries.com can meet your needs. Register On-line at www.MotionIndustries.com.</p>					

BUYER UNDERSTANDS AND AGREES THAT GOODS PRESENTED TO BUYER PURSUANT TO THIS INVOICE ARE BEING TENDERED CONTINGENT UPON BUYER'S AGREEMENT TO ALL OF MOTION'S TERMS AND CONDITIONS RELATED TO SALES. MOTION'S TERMS AND CONDITIONS ARE AVAILABLE AT THE MOTION BRANCH OR AT WWW.MOTIONINDUSTRIES.COM. BUYER'S ACCEPTANCE OF THE DELIVERY OF THE GOODS SHALL CONFIRM BUYER'S AGREEMENT TO ALL OF MOTION'S TERMS AND CONDITIONS.



Quote

MOTION INDUSTRIES INC.

11742 METRO PKY
 MILLER BEARINGS DIVISION
 FORT MYERS, FL 33966-8358
 PHONE : 2399366264
 FAX : 2399363564

Date: 11/01/19

Note: Due to recent volatility of raw materials, price and delivery are subject to change based on availability at time of order.

To:
 LEE CTY PORT AUTHORITY
 15920 AIR CARGO LN
 FORT MYERS, FL 33913
 PO: FILTER QUOTE

Quote Number: FL16 - 040397
Customer RFQ: FILTER QUOTE
FOB: FOB DES,FRT PP&ALLOW
Quote Sent By: JOHN
Payment Terms: . NET 30
Delivery: STOCK UNLESS NOTED

MOTOR FREIGHT

Description	Manufacturer	Quantity	Unit	Unit Price	Amount
LINE ITEM: 001					
10X65X1 PLEATED FILTER		48	EA	\$14.800	\$710.40
MINO: 07631 Z 83000					
ITEM NO: 99999999	FILTRATION MFG				
CSN: 9115001		DELIVERY DATE:	08/30/19		
LINE ITEM: 002					
10X46 2PLY PANEL		8	EA	\$9.250	\$74.00
MINO: 07631 Z 83000					
ITEM NO: 99999999	FILTRATION MFG				
CSN: 9115002		DELIVERY DATE:	08/30/19		
LINE ITEM: 003					
12X15X1 PLEATED		144	EA	\$3.070	\$442.08
MINO: 07631 Z 83000					
ITEM NO: 99999999	FILTRATION MFG				
CSN: 9115101		DELIVERY DATE:	08/30/19		

BUYER UNDERSTANDS AND AGREES THAT GOODS PRESENTED TO BUYER PURSUANT TO THIS INVOICE ARE BEING TENDERED CONTINGENT UPON BUYER'S AGREEMENT TO ALL OF MOTION'S TERMS AND CONDITIONS RELATED TO SALES. MOTION'S TERMS AND CONDITIONS ARE AVAILABLE AT THE MOTION BRANCH OR AT WWW.MOTIONINDUSTRIES.COM. BUYER'S ACCEPTANCE OF THE DELIVERY OF THE GOODS SHALL CONFIRM BUYER'S AGREEMENT TO ALL OF MOTION'S TERMS AND CONDITIONS.

Description	Manufacturer	Quantity	Unit	Unit Price	Amount
LINE ITEM: 004					
12X24X12 V-CELL		27	EA	\$47.490	\$1,282.23
MINO: 05958 Z 83000					
ITEM NO: 99999999	TOTAL FILT SVC				
CSN: 9115102			DELIVERY DATE: 08/30/19		
LINE ITEM: 005					
0208-12X24X2 MERV8 PLEATED FILTER		456	EA	\$3.190	\$1,454.64
MINO: 07631 X 60028					
ITEM NO: 02741633	FILTRATION MFG				
CSN: 9115104			DELIVERY DATE: 11/30/19		
LINE ITEM: 006					
12X24X4 AIR FILTER		3	EA	\$8.720	\$26.16
MINO: 05958 X 00162					
12X24X4 DPHD-410 STD M9					
ITEM NO: 05807241	TOTAL FILT SVC				
CSN: 9115105			DELIVERY DATE: 11/30/19		
LINE ITEM: 007					
MX40-201 16X20X2 PLEATED AIR FLTR		456	EA	\$2.760	\$1,258.56
MINO: 05958 X 00149					
ITEM NO: 05807228	TOTAL FILT SVC				
CSN: 9115202			DELIVERY DATE: 11/30/19		
LINE ITEM: 008					
MX40-STD2-202 16X25X2 FILTER		337	EA	\$3.220	\$1,085.14
MINO: 05958 X 00161					
ITEM NO: 05807240	TOTAL FILT SVC				
CSN: 9115205			DELIVERY DATE: 11/30/19		
LINE ITEM: 009					
16X46 2PLY PANEL		10	EA	\$8.370	\$83.70
MINO: 07631 Z 83000					
ITEM NO: 99999999	FILTRATION MFG				
CSN: 9115211			DELIVERY DATE: 08/30/19		

BUYER UNDERSTANDS AND AGREES THAT GOODS PRESENTED TO BUYER PURSUANT TO THIS INVOICE ARE BEING TENDERED CONTINGENT UPON BUYER'S AGREEMENT TO ALL OF MOTION'S TERMS AND CONDITIONS RELATED TO SALES. MOTION'S TERMS AND CONDITIONS ARE AVAILABLE AT THE MOTION BRANCH OR AT WWW.MOTIONINDUSTRIES.COM. BUYER'S ACCEPTANCE OF THE DELIVERY OF THE GOODS SHALL CONFIRM BUYER'S AGREEMENT TO ALL OF MOTION'S TERMS AND CONDITIONS.

Description	Manufacturer	Quantity	Unit	Unit Price	Amount
LINE ITEM: 010					
0208-18X18X1 PLEATED FILTER		144	EA	\$3.660	\$527.04
MINO: 07631 X 94547					
ITEM NO: 06442490	FILTRATION MFG				
CSN: 9115301		DELIVERY DATE:	11/30/19		
LINE ITEM: 011					
10X20X1 MX40 117 FILTER		10	EA	\$2.630	\$26.30
MINO: 05958 X 69884					
ITEM NO: 04324994	TOTAL FILT SVC				
CSN: 9115401		DELIVERY DATE:	11/30/19		
LINE ITEM: 012					
16X20X1-MX40-101		104	EA	\$2.570	\$267.28
MINO: 05958 X 35004					
ITEM NO: 03374334	TOTAL FILT SVC				
CSN: 9115402		DELIVERY DATE:	11/30/19		
LINE ITEM: 013					
MX40-STD-20201 20X20X1 MX40-103 STD M8		1752	EA	\$2.890	\$5,063.28
MINO: 05958 X 00190					
ITEM NO: 05807090	TOTAL FILT SVC				
CSN: 9115403		DELIVERY DATE:	11/30/19		
LINE ITEM: 014					
20X20X12 V-CELL		135	EA	\$63.380	\$8,556.30
MINO: 05958 Z 83000					
ITEM NO: 99999999	TOTAL FILT SVC				
CSN: 9115405		DELIVERY DATE:	08/30/19		
LINE ITEM: 015					
20X20X2-MX40-203		1800	EA	\$3.220	\$5,796.00
MINO: 05958 X 51975					
ITEM NO: 03374339	TOTAL FILT SVC				
CSN: 9115407		DELIVERY DATE:	11/30/19		
LINE ITEM: 016					
MX40 20X24X1 AIR GUARD FILTER		240	EA	\$3.300	\$792.00
MINO: 05958 X 00075					
ITEM NO: 05807155	TOTAL FILT SVC				

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Description	Manufacturer	Quantity	Unit	Unit Price	Amount
CSN: 9115408		DELIVERY DATE:		11/30/19	
LINE ITEM: 017					
20X24X2 PLEATED FILTERS		3680	EA	\$3.980	\$14,646.40
MINO: 07631 X 45627					
ITEM NO: 05531022		FILTRATION MFG			
CSN: 9115411		DELIVERY DATE:		11/30/19	
LINE ITEM: 018					
16X24X2 FILTER		96	EA	\$3.600	\$345.60
MINO: 07631 X 00835					
FILTER - 24 X 16 X 2" - PLEATED					
ITEM NO: 07664897		FILTRATION MFG			
CSN: 9115502		DELIVERY DATE:		11/30/19	
LINE ITEM: 019					
20X24X12 V-CELL		244	EA	\$61.230	\$14,940.12
MINO: 05958 Z 83000					
ITEM NO: 99999999		TOTAL FILT SVC			
CSN: 9115503		DELIVERY DATE:		08/30/19	
LINE ITEM: 020					
24X24X12 V-CELL		158	EA	\$68.020	\$10,747.16
MINO: 05958 Z 83000					
ITEM NO: 99999999		TOTAL FILT SVC			
CSN: 9115505		DELIVERY DATE:		08/30/19	
LINE ITEM: 021					
0208, 24 X 24 X 2 PLEATED FILTER		3680	EA	\$4.150	\$15,272.00
MINO: 07631 X 00691					
ITEM NO: 07491104		FILTRATION MFG			
CSN: 9115507		DELIVERY DATE:		11/30/19	
LINE ITEM: 022					
24X24X4 AIR FILTER		105	EA	\$12.700	\$1,333.50
MINO: 05958 X 00076					
24X24X4 DPHD-405 STD M9					
ITEM NO: 05807156		TOTAL FILT SVC			
CSN: 9115508		DELIVERY DATE:		11/30/19	

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Description	Manufacturer	Quantity	Unit	Unit Price	Amount
LINE ITEM: 023 24X24X4 V-CELL MINO: 07631 Z 83000 ITEM NO: 99999999 CSN: 9115509	FILTRATION MFG	109	EA	\$72.530	\$7,905.77
			DELIVERY DATE:	08/30/19	
LINE ITEM: 024 20X25X4 FILTER MINO: 05958 X 51990 FILTER - 25 X 20 X 4" - PLEATED ITEM NO: 07947423 CSN: 9115601	TOTAL FILT SVC	120	EA	\$6.500	\$780.00
			DELIVERY DATE:	11/30/19	
LINE ITEM: 025 72 X 12" - 4 PLY LINK MINO: 07631 Z 83000 ITEM NO: 99999999 CSN: 9115801	FILTRATION MFG	40	EA	\$8.560	\$342.40
			DELIVERY DATE:	08/30/19	
LINE ITEM: 026 72 X 24" - 4 PLY LINK MINO: 07631 Z 83000 ITEM NO: 99999999 CSN: 9115811	FILTRATION MFG	132	EA	\$12.420	\$1,639.44
			DELIVERY DATE:	08/30/19	
LINE ITEM: 027 96 X 24" - 4 PLY LINK MINO: 07631 Z 83000 ITEM NO: 99999999 CSN: 9115821	FILTRATION MFG	160	EA	\$16.530	\$2,644.80
			DELIVERY DATE:	08/30/19	
LINE ITEM: 028 120 X 24" - 4 PLY LINK MINO: 07631 Z 83000 ITEM NO: 99999999 CSN: 9115831	FILTRATION MFG	48	EA	\$20.680	\$992.64
			DELIVERY DATE:	08/30/19	

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Description	Manufacturer	Quantity	Unit	Unit Price	Amount
LINE ITEM: 029					
16X24X2 FILTER		120	EA	\$3.600	\$432.00
MINO: 07631 X 00835					
ITEM NO: 07664897	FILTRATION MFG				
CSN: 9135001			DELIVERY DATE: 11/30/19		
LINE ITEM: 030					
15X20X2 AIR FILTER		84	EA	\$3.340	\$280.56
MINO: 05958 X 00116					
15X20X2 MX40-245 STD M8 SYN PIT PNL					
ITEM NO: 05807195	TOTAL FILT SVC				
CSN: 9135006			DELIVERY DATE: 11/30/19		
LINE ITEM: 031					
0450102 16X25X1 MX40-STD-102 FILTER		96	EA	\$2.890	\$277.44
MINO: 05958 X 35009					
ITEM NO: 04323237	TOTAL FILT SVC				
CSN: 9135007			DELIVERY DATE: 11/30/19		
LINE ITEM: 032					
16X20X1-MX40-101		12	EA	\$2.570	\$30.84
MINO: 05958 X 35004					
ITEM NO: 03374334	TOTAL FILT SVC				
CSN: 9135008			DELIVERY DATE: 11/30/19		
LINE ITEM: 033					
12X24X1-MX40-110		48	EA	\$2.760	\$132.48
MINO: 05958 X 35000					
ITEM NO: 03374324	TOTAL FILT SVC				
CSN: 9135010			DELIVERY DATE: 11/30/19		
LINE ITEM: 034					
0208-20X21X1,(20X21X1),PLEAT FILTER M8		12	EA	\$5.930	\$71.16
MINO: 07631 X 78748					
FILTER - 21 X 20 X 1" - PLEATED					
ITEM NO: 07385160	FILTRATION MFG				
CSN: 9135011			DELIVERY DATE: 11/30/19		

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Description	Manufacturer	Quantity	Unit	Unit Price	Amount
LINE ITEM: 035 16X16X1 PLEATED MINO: 05958 Z 83000 MX40-STD-16161 ITEM NO: 99999999 TOTAL FILT SVC CSN: 9135012		36	EA	\$3.300	\$118.80
			DELIVERY DATE:	08/30/19	
LINE ITEM: 036 16X16X2 PLEATED MINO: 05958 Z 83000 MX40-STD-16162, MX40-243 STD M8 ITEM NO: 99999999 TOTAL FILT SVC CSN: 9135013		120	EA	\$2.870	\$344.40
			DELIVERY DATE:	08/30/19	
LINE ITEM: 037 DP40-401 16X20X4 FILTER MINO: 05958 X 52402 DPHD-STD-16204, DPHD-401 STD M9 ITEM NO: 02704199 TOTAL FILT SVC CSN: ???		2	EA	\$9.160	\$18.32
			DELIVERY DATE:	11/30/19	
LINE ITEM: 038 20 X 20 X 4 FILTER MINO: 05958 X 00050 DPHD-STD-20204, DPHD-403 STD M9 ITEM NO: 05807130 TOTAL FILT SVC CSN: ???		6	EA	\$11.050	\$66.30
			DELIVERY DATE:	11/30/19	
			SUB TOTAL:		\$100,807.24
			SALES TAX:		\$0.00
			TOTAL: USD		\$100,807.24
Want to view inventory and place orders on-line? MotionIndustries.com can meet your needs. Register On-line at www.MotionIndustries.com .					

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BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board award RFB 20-15MLW for the purchase, and if needed, the installation of two (2) bridge mounted passenger boarding pre-conditioned air units (PCA) to ITW GSE Inc., the lowest, most responsive and responsible bidder in the amount of \$169,064.00 per the terms and conditions of the purchase contract.
2. **FUNDING SOURCE:** Capital Account VB5131541200.506410
3. **TERM:** One (1) year, to commence on or about March 12, 2020.
4. **WHAT ACTION ACCOMPLISHES:** Provides for the purchase, and if needed, the installation of two (2) bridge mounted passenger boarding pre-conditioned air units per the terms and conditions of RFB 20-15MLW.

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

6. **ASMC MEETING DATE:** 2/18/2020

7. **BoPC MEETING DATE:** 3/12/2020

8. AGENDA:

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. REQUESTOR OF INFORMATION:

(ALL REQUESTS)

NAME Gary Duncan

DIV. Aviation

10. BACKGROUND:

On January 3, 2020, Lee County Port Authority advertised RFB #20-15MLW entitled "Purchase of Two Hobart 3400 Bridge Mounted Pre-Conditioned Air Units (PCA) for Southwest Florida International Airport." Advertisements were placed on the LCPA website, aviation-related periodicals of the ACI-NA, the Airport Minority Advisory Council (AMAC), the Florida Airports Council and utilizing Public Purchase, a service that provides government bid notifications. 22 vendors received the bid package of which three (3) qualifying bids were received on January 22, 2020.

Southwest Florida International Airport has twenty-seven gates equipped with passenger boarding bridges (PLB). The PCA units mounted to the PLBs supply cold, pre-conditioned air to aircraft cabins and to the interior of the bridge during the boarding process. A majority of the PCA units currently in operation are fifteen (15) years old and use the outdated R-22 refrigerant. During the past three (3) years, LCPA replaced six (6) originally installed, end-of-life PCA units.

Staff recommends Board award to ITW GSE Inc. who successfully met all bid requirements as the lowest, most responsive and responsible bidder in the amount of \$155,600.00 for the purchase of two (2) preconditioned air units, plus the installation charge of \$13,464.00 for a total project cost of \$169,064.00 per the terms and conditions of the purchase contract.

An alternate bid provision within RFB 20-15MLW allows for the installation of the two (2) units and is included in the total

11. RECOMMENDED APPROVAL

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

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

- APPROVED
- APPROVED as AMENDED
- DENIED
- OTHER

13. PORT AUTHORITY ACTION:

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

Background (continued)

project cost. However, LCPA Terminal Maintenance personnel have experience installing PC Air units and they currently plan on installing these new PCA units when delivered. In the unlikely event LCPA Terminal Maintenance resources are not available, the requested motion includes the approval for both the capital purchase of \$155,600.00 and the installation charge of \$13,464.00. Naturally, if LCPA Terminal Maintenance personnel install both units, ITW GSE Inc., will only be paid for the capital cost of the units.

Attachments:

- (1) Bid Tabulation of RFB 20-15MLW
- (2) Master RFB 20-15MLW
- (3) Addendum #1 RFB 20-15MLW
- (4) ITW Submittal
- (5) Purchase Contract



Purchasing Department
 11000 Terminal Access Road, Suite 8671
 Fort Myers, FL 33913
 Main Line: (239) 590-4556
 Fax Line: (239) 490-4539
<https://www.flylcpa.com/purchasing/>

Bid Opening Tabulation

Bid Number: 20-15MLW

Bid Title: Purchase of Bridge Mounted PCA Units

Opening Date: Wednesday, January 22, 2020

Opening Time: 2:00 PM

Opened By: Megan Wilson

Title: Purchasing Agent

Verified By: _____

Attended _____

Opening: _____

	FIRM	COST
1	AVIATION GROUND EQUIPMENT CORP	174,272.00
2	ITW GSE	155,600.00
3	MARK C POPE & ASSOCIATES, INC	178,940.00
4		
5		
6		
7		
8		
9		
10		

** AWARD TO BE MADE AFTER STAFF RECOMMENDATION AND BOARD APPROVAL AT A LATER DATE**



**11000 Terminal Access Road
Suite 8671
Fort Myers, Florida 33913**

REQUEST FOR BIDS (RFB)

RFB 20-15MLW

FOR

**PURCHASE OF TWO HOBART 3400 BRIDGE MOUNTED PRE-
CONDITIONED AIR UNITS (PCA) FOR THE SOUTHWEST FLORIDA
INTERNATIONAL AIRPORT**

DATED: January 8, 2020

PURCHASING OFFICE DESIGNATED CONTACT

Megan L Wilson, Procurement Agent

TELEPHONE: (239) 590-4558
E-MAIL: mlwilson@FlyLCPA.com

PRE-BID MEETING:

There is no Pre-Bid Meeting for this Project

INQUIRY/CLARIFICATION REQUEST DEADLINE:

Tuesday, January 14, 2020, TIME: 5:00 P.M., Local Time

BIDS DUE:

Wednesday, January 22, 2020, TIME: 2:00 P.M., Local Time

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PART A – GENERAL INFORMATION AND CONDITIONS

1. PUBLIC RECEIVING AND OPENING OF BIDS

Bids will be opened and read publicly at the time and place specified in this Request for Bids. The Authority reserves the right to extend this date and time at Authority's sole discretion, when deemed to be in the best interest of the Authority. Bidders, their authorized agents and other interested persons are invited to attend the bid opening.

2. DELIVERY OF BIDS

The delivery of the sealed bid to the Lee County Port Authority prior to the deadline is solely and strictly the responsibility of the Bidder.

All bids submitted must be sealed and marked with the solicitation number and title on the exterior of the package. The submission is to contain one (1) original and one (1) identical electronic copy of the bid in PDF format as a single file on a USB flash/travel. In case of a discrepancy in content between the original hard copy and the USB flash/travel drive, the original hard copy will govern. All bids must be delivered to:

**LEE COUNTY PORT AUTHORITY PURCHASING OFFICE
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT
11000 TERMINAL ACCESS ROAD
THIRD FLOOR - SUITE 8671
FORT MYERS, FLORIDA 33913-8899**

Electronically submitted or faxed bids will not be considered.

3. DELAYS CAUSED BY DELIVERY SERVICES

Delivery of sealed bids to the Lee County Port Authority Purchasing Office prior to the time set for the bid opening is solely and strictly the responsibility of the Bidder. The Lee County Port Authority Purchasing Office will not be responsible for delays caused by any delivery services that may be used or for any other reason. The Bidder is hereby directed to cause delivery of their bid prior to the bid opening time. The bid delivery deadline will be scrupulously observed.

Bidders are advised that the United States Postal Service and third party express mail services may not deliver your bid in a timely manner. Bidders are cautioned to plan necessary delivery time accordingly.

Any bid received after the deadline for submittal of bids will not be considered.

4. INQUIRIES/CLARIFICATION

Except during a scheduled pre-bid meeting, the Authority will not respond to oral inquiries concerning this RFB. Bidders may submit written email inquiries regarding this RFB to the Purchasing Office contact indicated on the cover page. The Authority may choose not to respond to inquiries received after inquiry/clarification deadline indicated.

5. DISTRIBUTION OF INFORMATION, RESULTS AND ADDENDA

The Authority uses Public Purchase to distribute solicitation documents including addenda and results. Interested firms may register at <https://www.publicpurchase.com/gems/register/vendor/register> or contacting Public Purchase Vendor Support at (801) 932-7000 to receive this information free of charge. In addition, the documents may be accessed from the Authority website at www.flylcpa.com/purchasing or by calling the Purchasing Office at (239) 590-4556.

It shall be the responsibility of the Bidder, prior to submitting their bid, to contact the Purchasing Office to determine if addenda to this RFB have been issued and, if issued, acknowledging and incorporating same into their bid. All results concerning this Request for Bids will be posted via Public Purchase or may be obtained by contacting the Purchasing Office.

All addenda shall become part of the bid documents.

6. COST OF PREPARATION

The cost of preparing a bid in response to this RFB shall be borne entirely by the Bidder.

7. AMERICANS WITH DISABILITIES ACT NOTICE

The Authority will not discriminate against individuals with disabilities. Any person needing special accommodations for attendance at a public bid opening or pre-bid meeting should contact the designated Purchasing Office contact indicated on the cover page of this solicitation document at least seven (7) days before the meeting.

8. NONDISCRIMINATION

Pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, the Restoration Act of 1987, the Florida Civil Rights Act of 1992, and as said Regulations may be amended, the Bidder must assure that “no person in the United States shall on the basis of race, color, national origin, sex, creed or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity”, and in the selection and retention of subcontractors/subconsultants, including procurement of materials and leases of equipment.

The successful Bidder will not participate directly or indirectly in discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR, Part 21.

9. GENERAL CIVIL RIGHTS

The successful Bidder agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision binds the successful Bidder and its subcontractors from the bid solicitation period through the completion of any resulting contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

10. CALCULATIONS, ERRORS, OMISSIONS

All bids will be reviewed mathematically and, if necessary, corrected. In the event of multiplication/addition or extension error(s), the unit pricing shall prevail. In the case of a disparity between the grand total bid price expressed numerically and that expressed in written words, the grand total price expressed in words as shown on the Bidder’s submission will govern.

Bidders must fill in all information requested on the bid forms. All blanks on the bid forms must be legibly completed in ink or typewritten. Where submitted bids have erasures or corrections, such erasures or corrections must be initialed in ink by the Bidder.

11. DIRECT PURCHASE

If applicable, the Authority reserves the right to purchase directly, various materials, supplies, and

equipment that may be a part of any purchase agreement resulting from this RFB.

12. TERMINATION FOR CONVENIENCE

The Authority may cancel any agreement resulting from this RFB at its discretion upon giving thirty (30) calendar days written notice to the successful Bidder. In addition, the Authority reserves the right during the term of the agreement to terminate the agreement with any single successful Bidder and award the agreement to the next ranking Bidder if deemed to be in the Authority's best interest.

13. PUBLIC RECORDS AND DISCLOSURE

Information and materials received by the Authority shall be deemed to be public records subject to public inspection upon the issuance of a notice to award, recommendation for award, or thirty (30) days after bid opening, whichever occurs first. However, certain exemptions to the public records laws are statutorily provided for in Section 119.07.

If a Bidder believes any of the information contained in their response is exempt from disclosure under the Florida public records law, Bidder must specifically identify the material which it claims is exempt and cite the legal authority for the exemption. Upon the Authority's receipt and review of an exemption claim, the Authority's determination of whether an exemption applies shall be final.

All Bidders are notified and acknowledge by submitting a response to this Request for Bids that the provisions of Section 119.071(3) (b) Florida Statutes (2005), may apply. Generally, the law exempts building plans, blueprints, schematic drawings, and diagrams depicting the internal layout and structural elements of a public building or structure from the Florida Public Records law. To the extent the law applies to this project, Bidders agree to treat all such information as confidential and not to disclose it without prior written consent of the Authority.

14. TAX EXEMPT

The Authority is generally a tax-exempt entity, subject to the provisions of the Florida Statutes regarding sales tax. The successful Bidder shall be responsible for complying with the Florida sales and use tax law as it may apply. The amount(s) of compensation set forth in the contract, or in any change orders authorized pursuant to the contract, shall be understood and agreed to include any and all Florida sales and use tax payment obligations required by Florida law of the successful Bidder and all subcontractors or material suppliers engaged by the successful Bidder.

15. EXAMINATION OF BID SOLICITATION INFORMATION

Each Bidder is required, before submitting a bid, to be thoroughly familiar with each and every requirement contained within the solicitation documents, including any addenda. No additional allowances will be made because of lack of knowledge of the requirements contained herein. All Bidders must carefully review the bid documents in their entirety to become familiar with what is required, including information on all bid forms.

16. RESERVATION OF RIGHTS

The Authority reserves the right to reject any and/or all bids, accept or reject any alternates, waive irregularities and technicalities if it is in the best interest of the Authority, in the Authority's sole judgement, and conforms to applicable state and local laws or regulations.

The Authority further reserves the right to make inquiries, request clarifications, require additional information and documentation from any bidder, or cancel this solicitation and solicit for new bids at any time prior to the execution of an agreement. If a single response is received by the deadline for receipt of bids, it may or may not be rejected by the Authority depending on available competition and

current needs of the Authority. All such actions shall promote the best interest of the Authority.

17. AUTOMATIC DISQUALIFICATION

A Bidder will be disqualified from consideration for award of an agreement pursuant to this Request for Bids for any of the following reasons:

- Failure to meet mandatory minimum qualifications stated herein.
- Lobbying the Lee County Board of Port Commissioners, members of the Airports Special Management Committee, or employees of the Lee County Port Authority, individually or collectively, regarding this Request for Bids.
- Collusion with the intent to defraud or other illegal practices upon the part of any firm submitting a bid.
- Being on the Convicted Vendors List.
- Being on a Scrutinized Companies List or otherwise ineligible to submit a bid to provide services under Section 287.135, Florida Statutes.
- Not being properly licensed by the State of Florida or Lee County prior to submitting a bid.
- Not being registered to do business in the State of Florida prior to submitting a bid.

The Authority, at its sole discretion, may request clarification or additional information to determine a Bidder's responsibility or responsiveness.

18. SCRUTINIZED COMPANIES UNDER SECTION 287.135, FLORIDA STATUTES

Notwithstanding any provision to the contrary, Authority will have the option to immediately terminate any agreement, in the exercise of its sole discretion, if Bidder is found to have submitted a false certification under Section 287.135(5) F.S. or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Section 215.473 F.S.; or if bidder is engaged in business operations in Cuba or Syria; or has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

The Bidder certifies through submission of the attached Bidders Scrutinized Companies Certification that it is not listed on any Scrutinized Companies Lists described above; is not engaged in business operations in Cuba or Syria; is not engaged in a boycott of Israel and is not barred from submitting a bid or proposal under Section 287.135, Florida Statutes.

19. NO LOBBYING:

All Bidders are hereby placed on notice that the Lee County Port Authority Board of Port Commissioners, Members of the Airports Special Management Committee and all Authority employees are not to be lobbied, either individually or collectively, regarding this solicitation.

During the entire procurement process, all Bidders and their subcontractors, or agents are hereby placed on notice that they are not to contact any persons listed above (with the exception of the designated Purchasing Office contact indicated on the cover page of this RFB) if they intend to submit or have submitted a bid for this project.

All Bidders and their subcontractors, and any agents must submit individual affidavits with their submission in substantially the form attached, stating that they have not engaged in lobbying activities or prohibited contacts in order to be considered for this Request for Bids. **Joint ventures must file a separate affidavit for each joint venture partner.**

ANY BIDDER IN VIOLATION OF THIS WARNING SHALL BE AUTOMATICALLY DISQUALIFIED FROM FURTHER CONSIDERATION FOR THIS REQUEST FOR BIDS.

20. LOCAL VENDOR PREFERENCE

It is the intent of the Board of Port Commissioners to establish an optional preference for local firms when facts and circumstances warrant that the Authority may grant such a preference. It is not the intent of the Board of Port Commissioners to prohibit, exclude, or discourage persons, firms, businesses, or corporations that are non-local from providing goods and services to the Authority as part of this bid process. All potential respondents, Authority staff, and the Airports Special Management Committee should be advised that the Board of Port Commissioners encourages award of contracts to local vendors, firms, consultants, contractors, and providers when possible to foster the economic growth of the local community.

In an effort to achieve the goals outlined above, the Board of Port Commissioners may give preference to local contractors and vendors that submit pricing within three percent (3%) of the lowest responsive, responsible competitive bid or quote total price (base bid plus Authority selected alternates) in accordance with Lee County Ordinance No. 00-10, as amended by Lee County Ordinance Nos. 08-26 and 17-16.

21. RIGHT TO PROTEST

Any Bidder affected adversely by an intended decision with respect to the award of any bid shall file with the Purchasing Office for the Lee County Port Authority a written notice of intent to file a protest not later than forty-eight (48) hours (excluding Saturdays, Sundays, and legal holidays) after receipt of the notice of the intended decision with respect to a bid award. In those instances where the Bidder with the lowest price is not selected, the same time frame to file a protest shall apply. For the purpose of computation, the initial notice of intent to file a protest shall be received by the Purchasing Manager, or designee, not later than four o'clock (4:00) p.m., on the second working day following the day of receipt of notice of the intended decision.

The initial notice of intent to file a protest shall state the basis of the protest and clearly indicate that its purpose is to serve as the initial notice of intent to file a bid protest. Failure to so clearly indicate Bidder's intent shall constitute a waiver of the right to seek any remedy provided under the bid protest procedure.

The formal, written protest must be filed within five (5) Authority workdays after the date of filing of the initial notice of intent to file protest.

Details regarding the bid protest policy are contained within the Lee County Port Authority Purchasing Manual, which is available for inspection and/or copying at the Lee County Port Authority Purchasing Office, 11000 Terminal Access Road, Suite 8671, 3rd Floor, Fort Myers, Florida, 33913.

Failure to follow the protest procedure requirements within the timeframe established by Lee County Port Authority constitutes a waiver of any protest and resulting claims.

22. FINANCIAL RESPONSIBILITY

During the bid evaluation process, Bidders may, upon request by the Authority, be required to demonstrate financial responsibility by furnishing audited financial statements for the past two fiscal years. Such statements must be prepared in accordance with generally acceptable accounting practices and include an independent Certified Public Accountant (CPA) statement and shall be provided to the Authority within ten (10) calendar days of the Authority's request.

23. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

If mutually agreeable to the successful Bidder, other governmental entities may desire to utilize, i.e., piggyback, an agreement entered into pursuant to this RFB, subject to the rules and regulations of that governmental entity. The Authority accepts no responsibility for other agreements entered into utilizing this method.

24. COMPLIANCE WITH STATE AND FEDERAL REQUIREMENTS

In agreements financed in whole or in part by Federal or State grant funds, all requirements set forth in the grant documents or in the law, rules, and regulations governing the grant, including federal or state cost principles, shall be satisfied. To the extent that they differ from those of the Authority, the cost principles of the grantor shall be used.

25. ESTIMATED QUANTITIES

If applicable, quantities indicated on the bid form are for bidding purposes only. The amount of actual purchase of the item(s), or the service(s) to be performed, described in this Request for Bids is neither guaranteed nor implied. All items listed for purchase are on an "as-needed" and/or "as funds permit" basis and the Authority may order all, or none, of the items or services described.

26. NONEXCLUSIVITY OF AGREEMENT

The successful Bidder understands and agrees that any resulting contractual relationship is nonexclusive and the Lee County Port Authority reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the Lee County Port Authority.

27. WITHDRAWAL OR REVISION OF BIDS

A Bidder may withdraw or revise a bid (by withdrawal of one (1) bid and submission of another) provided the Bidder's written request to withdraw received by the Authority before the time specified for receiving the bids. Revised bids must be received prior to the date and time of the bid opening at the place specified. Bids that have been properly withdrawn (by written request) prior to the scheduled opening time or received after the time specified for opening bids will be returned to the Bidder unopened.

28. UNBALANCED BIDS

The Authority recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices used by Bidders in preparing their bids. However, where in the opinion of the Authority such variation does not appear to be justified, given bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids include:

- a. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
- b. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competing Bidders for the same line item unit costs.

- c. Bids where the unit costs offered are in excess of or below reasonable cost analysis values.

If the Authority determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, etc., that the Bidder obtained and upon which the Bidder relied to develop its bid. The Authority reserves the right to reject as non-responsive any presumptively unbalanced bid(s) where the Bidder is unable to demonstrate the validity and /or necessity of the unbalanced unit costs.

29. BID EVALUATION

Upon evaluation of all bids received, a Notice of Intent to Award may be made to the lowest, responsive, and responsible Bidder(s) whose bid(s) serve the best interests of the Authority, in the Authority's sole judgment.

No award will be made until the Authority has concluded such investigations, as it deems necessary to establish the responsibility, qualifications and financial ability of any Bidder to provide the required services in accord with the agreement and to the satisfaction of the Authority and within the time prescribed. The Authority may reject any bid if the evidence submitted by the Bidder, or an investigation of the qualifications and/or experience of the Bidder, fails to satisfy the Authority that such Bidder is sufficiently qualified or experienced to provide the goods or services required, or to carry out the obligations as required in this Request for Bids.

After the Notice of Intent to Award is issued, the recommendation for award of the agreement will be forwarded to the Airports Special Management Committee and/or the Authority Board of Port Commissioners for approval.

30. EXECUTION OF AGREEMENT

The successful Bidder(s) shall execute and return the Service Provider Agreement within ten (10) calendar days from issuance of the notice of intent to award the bid. **The successful Bidder will be required to execute the Service Provider Agreement in substantially the form attached, unless amended during the bid process and prior to the opening of bids.** Failure of the successful Bidder to execute the Service Provider Agreement within ten (10) calendar days from the date the notice of intent to award is announced shall be just cause for cancellation of the award and forfeiture of the bid bond.

Upon receipt of the Service Provider Agreement executed by the successful Bidder, the Authority shall complete the execution of the awarded service provider agreement in accordance with local laws or ordinances, and return one fully executed original agreement, along with the bid bond, if applicable, to the Bidder. Delivery of the fully executed awarded agreement to the Bidder shall constitute the Authority's approval to be bound by the successful Bidder's bid and the terms of the service provider agreement.

Until approval and final execution of the Service Provider Agreement, the Authority reserves the right to reject any or all bids, to waive technicalities and to advertise for new bids, or to proceed to do the work or purchase any goods otherwise when the best interests of the Authority will be promoted.

31. PAYMENT

The accepted bid price for the scope of work to be provided will be paid to the successful Bidder after completion and acceptance of the work and upon receipt of the successful Bidder's invoice. **All invoices shall include purchase order number or agreement number, as applicable and shall be submitted to Lee County Finance Department, PO Box 2463, Fort Myers, Florida, 33902.**

[END of PART A.]

PART B – SPECIAL INSTRUCTIONS AND REQUIREMENTS

Bidders must carefully review the bid documents in their entirety to become familiar with what is required, what is to be submitted in the Bidder's bid, and to properly complete all bid forms.

1. MINIMUM QUALIFICATIONS

Bidders contracting in a corporate capacity must submit documentation from the Florida Department of State verifying that the entity is a Florida Corporation or other Florida legal business entity in good standing or is a foreign corporation which has registered and is authorized to do business in the State of Florida.

2. BASIS OF AWARD

The award will be based on the lowest, responsive and responsible Bid. The low bid will be based on the grand total cost for the supply and delivery of the equipment as specified in this Request For Bids. Alternates will not be included in the determination of the lowest bidder.

3. AIR OPERATIONS AREA (AOA) SECURITY MAINTENANCE

Employees of the successful Bidder or subcontractors who must work full or part time within the Air Operations Area (AOA) at Southwest Florida International Airport must qualify for and obtain airport-issued identification badges which must be worn at all times while within the AOA. Badges shall be worn on outer, uppermost garments so as to be clearly visible in order to distinguish, on site, employees assigned to a particular Provider. Badges shall be issued individually. Drivers of delivery or hauling vehicles will not require badges but must be under the escort of a properly badged employee.

4. WARRANTY

Successful Bidder will warrant units for a period of (1) one year from the date of commissioning. The goods provided shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.

During the warranty period, Authority may, at its option, request that successful bidder repair or replace any defective goods, by written notice to successful bidder. In that event, successful bidder shall repair or replace the defective goods, at successful bidder's expense, within thirty days. Alternatively, Authority may return the defective goods, at successful bidders' expense, for a full refund. Exercise of either option shall not relieve successful bidder of any liability to Authority for damages sustained by virtue of successful bidder's breach of the warranty.

[END OF PART B.]

PART C – INSURANCE AND BONDING REQUIREMENTS

1. INSURANCE

All Bidders must furnish proof of acceptable insurance. A copy of the Bidder's current insurance certificate or a statement from the Bidder's insurance company verifying the firm's ability to obtain the insurance coverage as stated herein, should be submitted with the bid.

Each Bidder shall provide evidence of its ability to furnish the following minimum insurance coverages either under existing policies or by virtue of a specific project policy, with deductible limits acceptable to the Authority:

- Employers Liability \$1,000,000;
- Automobile Liability \$1,000,000
- Commercial General Liability \$1,000,000;
- Workers' Compensation in accordance with Florida statutory limits.
- Any work performed airside will require a minimum of \$5,000,000 in liability coverage.

The insurance provided will include coverage for all parties employed by the Bidder. At the discretion of the Authority, all insurance limits may be reevaluated at any time during the term of the agreement.

An insurance certificate on an approved form is required from the successful Bidder in the amounts stated above. The form must be properly executed and submitted by the insurance company and successful bidder within fifteen (15) days after notification of the Lee County Port Authority Board of Port Commissioners' approval to award the agreement. The appointed insurance agent or carrier shall be duly licensed to provide coverage and honor claims within Florida. The certificate of insurance must give the Authority prior notice of cancellation and state that the coverage is primary and noncontributory. A waiver of subrogation in favor of the Authority will also be required.

The Lee County Port Authority must also be named as an additional insured on the policy. The certificate holder shall be Lee County Port Authority, Attn: Risk Manager-Administration (riskmanagement@flylcpa.com), 11000 Terminal Access Road, Suite 8671, Ft. Myers, FL 33913.

2. **HOLD HARMLESS AND INDEMNIFICATION** Bidder agrees through submission of its bid, to indemnify, hold harmless and defend Authority and Lee County, Florida and their respective commissioners, officers, agents, and anyone directly or indirectly employed by either of them, from and against any and all claims, injuries, liabilities, damages, demands, losses, costs or actions, either at law or in equity, including, but not limited to court costs and reasonable attorney's fees, that may be made or brought at any time in the future by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, due to any negligence, wrongful conduct, or intentional act or omission, or based on any act of fraud or defalcation, any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by the Bidder during or after completion of the Work of the Bidder and persons employed or utilized by the Bidder in the performance of any agreement awarded under this Request for Bids. These obligations shall survive acceptance of any goods, services, and/or performance, and payment therefore by the Lee County Port Authority.

[END OF PART C.]

PART D - PROJECT INFORMATION AND REQUIREMENTS

RFB 20-15MLW: PURCHASE OF TWO HOBART 3400 PCA 130 BRIDGE MOUNTED POWER UNITS FOR THE SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

SCOPE OF WORK

1. **PURPOSE:**

The Lee County Port Authority is soliciting competitive sealed bids from qualified, licensed, and insured bidders to furnish (2) NEW HOBART 3400 PCA 130 BRIDGE MOUNTED PRE-CONDITIONED AIR UNITS (PCA). The units must be 3400 PCA 130: Bridge Mounted PCA ADF-130/2H PC Air, in Sherwin Williams "Fort Myers Beige" color code.

It is the intent of the Lee County Port Authority to select a single vendor to supply and deliver the goods as described in this Request for Bids. Purchase of units under the anticipated agreement will commence during the month of March 2020. Leadtime/Production time of units shall not exceed (12) twelve weeks from date of purchase order. Installation of the bridge mounted pre-conditioned air units may or may not be included in the scope of the work. Alternate pricing for installation is requested.

2. **BRAND NAME REQUIREMENT:**

Bids will be accepted for the designated models only due to standardization.

Use of the brand name specification will result in substantial cost saving to the Authority by reducing jetbridge downtime and minimizing maintenance hours spent troubleshooting issues. Current staff has expertise and training on Hobart 3600 units to troubleshoot, repair and replace parts when necessary.

While there is only one manufacturer of the product, there are multiple distributors that are authorized to sell the products; therefore competitive sealed bids are encouraged from all possible sources of supply.

No alternatives or substitutes will be allowed.

3. **BID PRICING:**

- A. The price bid for the purchase and delivery of the bridge mounted preconditioned air units must be complete to include: 3400 Bridge mounted Pre Conditioned Air Units (PCA), mounting brackets, manuals, delivery of PCA units, initial inspections, commissioning of units and first year of warranty.

Delivery shall be made FOB Destination to:

Southwest Florida International Airport
11000 Terminal Access Road
Ft. Myers Florida 33913

4. ON-SITE RESPONSE:

If any preconditioned air unit fails within twelve months after commissioning, the Authority may require immediate response from the successful bidder to determine the point of failure. In such cases, the successful bidder agrees to report onsite within twenty-four hours from the time the call was made by the Authority.

Bidder will provide onsite response within 24 hours for (1) one year following the commissioning of units at no cost to the Port Authority. If issue is not a warranty, Bidder will provide service at a fixed price per visit as stated on Form 2.

5. SPARE PARTS:

Bidder shall provide spare parts for the Bridge Mounted Preconditioned Air Units for a period of one year following the acceptance and commissioning of the units. Bidder shall indicate the percentage markup rate as stated on Form 2. Markup shall not exceed **20%**.

Invoices for spare parts must be accompanied by documentation showing the successful bidder's cost for the spare parts provided.

6. INSTALLATION:

The Authority has not determined whether it will require the successful bidder to install the equipment at this time; however, alternate pricing is requested in the event installation for the bridge mounted preconditioned air units is required.

[END OF SECTION D]

PART E – FORMS

Note: This form must be submitted with the bidder’s bid submittal

FORM 1: BIDDER’S CERTIFICATION

I have carefully examined this Request for Bids (RFB) which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid.

Addendum # _____ Date: _____ Addendum # _____ Date: _____
Addendum # _____ Date: _____ Addendum # _____ Date: _____

I hereby propose to provide the services requested in this bid. I agree to hold pricing for at least 150 calendar days so that the Authority will have time to properly evaluate this bid. I agree that the Authority terms and conditions (<http://www.flylcpa.com/purchasing/>) herein shall take precedence over any conflicting terms and conditions submitted with the bid and agree to abide by all conditions of this document.

I certify that all information contained in the bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company, or corporation submitting a bid for the same product or service; no officer, employee or agent of the Authority or of any other Company who is interested in said bid; and that the undersigned executed this Bidder’s Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

_____ NAME OF BUSINESS	_____ MAILING ADDRESS
_____ AUTHORIZED SIGNATURE	_____ CITY, STATE & ZIP CODE
_____ NAME, TITLE, TYPED	_____ TELEPHONE NUMBER / FAX NUMBER
_____ FEDERAL IDENTIFICATION #	_____ EMAIL ADDRESS

State of: _____
County _____
of: _____

This foregoing instrument was acknowledged before me
this _____ day of _____
_____, 20____, by _____, who is personally known to
me or _____
produced _____ as identification.

Signature of Notary

Serial/Commission No.

FORM 2: OFFICIAL BID FORM

BID NO. RFB 20-15MLW

BIDDER'S NAME: _____

RECEIVING DATE: WEDNESDAY, JANUARY 22, 2020

PRIOR TO 2:00 P.M. LOCAL TIME

Purchasing Office
 Lee County Port Authority
 Southwest Florida International Airport
 11000 Terminal Access Road, Suite 8671
 Fort Myers, Florida 33913

The Undersigned, hereinafter called "BIDDER," having become familiar with the local conditions, nature, and extent of the work, and having examined carefully the bid documents, including but not limited to, General Information and Conditions, Special Instructions and Requirements, Insurance and Bonding Requirements, Project Information and Requirements, Disadvantaged Business Enterprise Program requirements, forms, and other contract documents, and having fulfilled bid requirements herein, agrees to furnish all materials, equipment, and other items, facilities and services for:

PURCHASE OF TWO (2) NEW HOBART 3400 PCA 130 BRIDGE MOUNTED POWER UNITS FOR LEE COUNTY PORT AUTHORITY

in full accordance with the bid and contract documents and all other documents related thereto on file in the Purchasing Office and, if awarded the contract, to complete the said work within the time limits specified for the pricing awarded, which is based on the following bid schedule:

Bid Pricing:

Bid Pricing must include 3400 Bridge mounted Pre Conditioned Air unit(s), mounting brackets, manuals, delivery of PCA units, initial inspections, commissioning of units and (1) one year warranty.

Model #	Unit Cost	Quantity	Total Cost
3400 PCA ADF-130/2H Bridge Mounted	\$	2	\$
Total Cost			\$

FORM 2: OFFICIAL BID FORM CON'T

ALTERNATE PRICING:

1. Service Call Price \$ _____ Hourly Rate (15 min increments) _____

2. Spare Parts % Mark Up of Cost _____ %

3. Installation of Units (If Required) \$ _____ PER UNIT _____

FORM 3: LOBBYING AFFIDAVIT

STATE OF: _____

COUNTY OF: _____

_____,
being first duly sworn, deposes and says that he or she is the (sole owner) (general partner) (joint venture partner)

(president) (secretary) or (authorized representative) (circle one) of _____ (Bidder), maker of the attached bid and that neither the Bidder nor its agents have lobbied to obtain an award of the Agreement required by this Bid from the Lee County Board of Port Commissioners, members of the Airports Special Management Committee, or employees of the Lee County Port Authority, individually or collectively, regarding this Authority Bids. The prospective Bidder further states that it has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. 1352 and 49 CFR Part 20 and the Lee County Lobbying Ordinance, No. 03-14.

AFFIANT

The foregoing instrument was acknowledged before me on _____, by _____ (name of person, officer or agent, title of officer or agent), of _____ (corporation or partnership, if applicable), a _____ (State of incorporation or partnership, if applicable), on behalf of the _____ (Corporation or partnership, if applicable). He/She is personally known to me or has produced _____ as identification.

Signature of person taking acknowledgment

Name typed, printed, or stamped

(Title or rank)

Signature of Notary (Serial or Commission No.)

NOTE: THIS FORM IS REQUIRED FROM ALL BIDDERS

FORM 4: PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES

A person, affiliate, or corporation 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 vendor, 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 thirty-six (36) months from the date of being placed on the convicted vendor list.

The Bidder certifies by submission of this form that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal entity, department or agency.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

BIDDER'S NAME: _____

FORM 5: BIDDER'S SCRUTINIZED COMPANIES CERTIFICATION

Bidder/Proposer/Consultant hereby certifies under penalties of perjury as of the date of this bid, proposal or letter of qualifications to provide goods and services to the Lee County Port Authority that it has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in Section 287.135, Fla. Stat., is not engaged in business operations in Cuba and Syria; and is not on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

I further certify that I am duly authorized to submit this certification on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT FALSIFICATION OF THIS CERTIFICATION MAY RESULT IN TERMINATION OF THE CONTRACT, DEBARMENT OF THE COMPANY FROM SUBMITTING A BID OR PROPOSAL FOR A PERIOD OF THREE (3) YEARS FROM THE DATE THE CERTIFICATION IS DETERMINED TO BE FALSE, CIVIL PENALTIES, AND THE ASSESSMENT OF ATTORNEY'S FEES AND COSTS AGAINST THE COMPANY. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]

Notary Public
State of _____
County of _____

Sworn to and subscribed before me this _____ day of _____, 20_____,
by _____ who produced the following as identification
_____ (Type of identification) or is personally known to me. My
Commission Expires _____.

[stamp or seal]

[Signature of Notary Public]

[Typed or printed name]

FORM 6: LOCAL PREFERENCE AFFIDAVIT

The firm submitting the attached bid is either (please check one):

- A firm whose principal place of business is located within the boundaries of Lee County, Florida.

Please identify the firm name and physical address below:

_____ (in Lee County, Florida)

- A firm that has provided goods or services to Lee County or the Lee County Port Authority on a regular basis for the preceding consecutive three (3) years *and* has the personnel, equipment, and materials located within the boundaries of Lee County sufficient to constitute a present ability to perform the service or provide the goods for this project.

Please provide the following information:

Number of employees currently working in Lee County full time = _____

Projects completed in Lee County over the last consecutive three (3) years:

_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__

Current Lee County location of equipment, materials and personnel that will be used full time on this project:

_____ (in Lee County, Florida)

- A firm whose principal place of business is located within the boundaries of an adjacent county with a reciprocal Local Vendor Preference agreement.

Please identify the firm name and physical address below:

FORM 6: LOCAL PREFERENCE AFFIDAVIT (Continued)

- Not a Local Vendor as defined by Lee County Ordinance 00-10, as amended by Lee County Ordinance Nos. 08-26.and 17-16.

Printed Name

Title

Signature

Notary Public – State of _____

County of _____

Sworn to and subscribed before me this _____ day of _____, 20 _____

Personally known _____ or produced identification _____.

My Commission Expires _____

(Type of identification) _____

Printed, typed or stamped commissioned name of Notary Public

[Remainder of page intentionally left blank]

Reference Survey Directions

For Bids this form will be requested from the apparent low Bidder prior to the award. Provide this form to a minimum of three references. The Authority reserves the right to verbally verify references.

- 1) **Section 1:** Bidder is to complete with reference respondent's information prior to providing to them for their response. (This is **not** the Bidder's information.)
- 2) **Section 2:** Enter the name of the Bidder; provide the project information that the reference respondent is to provide a response for.
- 3) **Section 3:** To be completed by the reference respondent.
- 4) **Section 4:** The reference respondent to print and sign name
- 5) A **minimum of 3 reference responses** are requested to be returned to the Procurement Agent.
- 6) Failure to obtain reference surveys may make your company non-responsive.

FORM 7: PROFESSIONAL REFERENCE SURVEY

RFB 20-15MLW

PURCHASE OF TWO HOBART 3400 BRIDGE MOUNTED PRE-CONDITIONED AIR UNITS (PCA) FOR THE SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

Section 1	Client/Reference Respondent Information – Please Print Legibly	Please return completed form to:
Name & Title:		Procurement Agent: <u>Megan Wilson</u>
Company:		Due Date: <u>January 22, 2020</u>
Email:		Total # Pages: _____
Phone:		Phone: <u>239-590-4558</u>
		Email: <u>mlwilson@flylcpa.com</u>
Section 2		
Bidder Name:		
Client's Project Name:		
You or your company have been given as a reference on the project identified above. Please provide responses in section 3:		
Section 3		

1. How long have you done business with this company?

2. What type(s) of business have you done with this company?

3. What is your overall impression of this company's qualifications?

E (Excellent)	G (Good)	S (Satisfactory)	NS (Not Satisfactory)
---------------	----------	------------------	-----------------------

4. How would you rate the Company's overall service quality?

5. How would you rate their supervisors and staffing?

6. How would you rate their communication?

7. How would you rate their preventative maintenance program?

8. How would you rate their responsiveness?

9. How would you rate their invoicing and reporting process?

10. WOULD YOU USE THIS COMPANY AGAIN?

E	G	S	NS
E	G	S	NS
E	G	S	NS
E	G	S	NS
E	G	S	NS
E	G	S	NS
YES		NO	

11. Do you have any additional comments regarding the quality of the services his company has furnished and performed at your facility?

NO BID SUBMISSION (OPTIONAL FORM)

Note: This form is optional – The Purchasing Office requests that this form be returned to the purchasing office if you are not submitting a bid.

NO BID SUBMISSION

If you are not submitting a Bid, please indicate the reason(s) by checking any appropriate item(s) listed below and return this form to Megan Wilson, Procurement Agent, at mlwilson@FlyLCPA.com or Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913

We are not responding to this Authority Bid for the following reason(s):

_____ Services are not available through our company

_____ Our services do not meet the Scope of Services

_____ Circle one - Scope of Services were:

not applicable	too rigid	too vague
not clearly understood	Insufficient time allowed for preparation	

_____ Other reason(s): _____

How did you learn about this solicitation?

- _____ Public Purchase
- _____ Local newspaper
- _____ Florida Airports Council
- _____ Airport Minority Advisory Council
- _____ Word of mouth

Name of Firm: _____

Name of Individual: _____

Telephone Number: _____ Fax: _____

Email Address: _____

DATE: _____

SEALED BID LABEL

**Cut along the outer border and
affix this label to your sealed solicitation
submission to identify it as a “Sealed Bid”**

SEALED BID • DO NOT OPEN	
SOLICITATION NO.:	RFB 20-15
SOLICITATION TITLE:	PURCHASE OF TWO HOBART 3400 BRIDGE MOUNTED PRE-CONDITIONED AIR UNITS (PCA) FOR SOUTHWEST FLORIDA AIRPORT
DATE DUE:	Wednesday, January 22, 2020
TIME DUE:	Prior to: 2:00 PM
SUBMITTED BY:	_____ (Name of Company)
e-mail address	Telephone
DELIVER TO:	Purchasing Office Lee County Port Authority Southwest Florida International Airport 11000 Terminal Access Road, Suite 8671 Fort Myers, Florida 33913
<i>Note: Submittals received after the time and date above will not be accepted.</i>	



Purchasing Office
Lee County Port Authority
Southwest Florida International Airport
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913
(239) 590-4556 Main Line
(239) 590-4558 Megan L. Wilson

PLEASE PRINT CLEARLY



Purchasing Office
 11000 Terminal Access Road, Suite 8671
 Fort Myers, FL 33913
 Direct Line: (239) 590-4558
 mlwilson@flylcpa.com

Posted Date: January 17, 2020

Solicitation No. RFB 20-15MLW

Solicitation Name: Purchase of Two Hobart 3400 Bridge Mounted Pre Conditioned Air Unit (PCA) for the Lee County Port Authority

Subject: Addendum Number 1

Interested parties are officially informed that the above-referenced solicitation is hereby revised, changed, and supplemented as set forth in the following pages.

Incorporation of this addendum must be acknowledged on the Bidder/Proposer's Certification Form.


1.	Service Provider Agreement
	Please find attached a draft Service Provider Agreement (19 pages). The successful bidder will be required to execute the Service Provider Agreement in substantially the form attached, unless amended during the bid process and prior to the opening of bids.
2.	Question: Lead time/Production not to exceed 12 weeks from date of PO issued. Our production lead time fluctuates with current orders and capacity. Can the requirement include a Notice to Proceed that would be issued 16-18 weeks prior to the PO? The NTP would be used to achieve the shortest amount of lead time from date purchase order is actually placed. Please confirm if this is agreeable.
Answer	No. The Authority's issuance of a Purchase Order to the successful bidder serves as the Notice to Proceed. In accordance with the requirements contained in the bid documents, leadtime/production time of the units shall not exceed twelve (12) weeks from the date of the purchase order.
3.	Question: Alternate pricing is being requested for the installation of the two new PCA units. Can the Lee County Port Authority please confirm the following items: 1. Is demolition and disposal required for existing PCA units? 2. Please confirm desired bridge mounting location of new PCAs. I.E. C tunnel of Passenger Boarding Bridge, Rotunda Mounted, ETC... 3. Please confirm existing electrical service AMPS available for new PCA units. 4. Please confirm all existing hoses and hose storage devices to remain. 5. Are Bid and Performance Bonds required?
Answer	1. Yes, Bidder will be responsible for removal of existing units(disconnection of wires, hoses,etc) and moving older units to Chiller plant on Airport property. Bidder will be responsible for providing all equipment needed to remove existing PCA units and install of new units (if Authority requests installation). 2. The unit is mounted under the C tunnel. 3. Electrical service is 150 amps 4. All existing hoses and storage devices will remain. 5. No Bid or Performance Bonds are required

4.	Question: Brand Name Requirement: Twist Aero is a manufacturer of similar Preconditioned Air systems as Hobart model listed in the RFB. We are a qualified, licensed and insured bidder that can meet all the contractual requirements, along with providing installation/General Contractor services. Twist Aero has over 700 PCAs installed in the USA, with a proven, reliable PCA product line. We ask that our Pre Conditioned Air unit be considered for this public bid and purchase. Accepting only one brand of product is an unfair bidding practice, when there are other qualified manufacturers and products. Since there are not design specifications listed in this RFB, could the PCA unit requirements be defined so we can provide a comparable unit to the Hobart model requested?
Answer	No, Refer to Part D., Project Information and Requirements, Scope of Work, Item 1. Purpose.

Reminder: Submittals are due: Wednesday, January 22, 2020, prior to 2:00 PM (local time), 11000 Terminal Access Road, Third Floor Suite 8671, Fort Myers, FL 33913-8899

BIDDER IS REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BID BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS REMAIN THE SAME.



Melissa Wendel, CPPO
 Procurement Manager
 Lee County Port Authority

cc: Gregory Hagen, Port Authority Attorney
 James Furioli, Department Director-Maintenance
 Carl Keene, Terminal Maintenance Manager
 Megan Wilson, Procurement Agent



It's all about connections

January 20, 2020

Lee County Port Authority
11000 Terminal Access Road
Suite 8671
Fort Myers, FL 33913

Reference: RFB #20-15
Purchase of New ITW GSE Preconditioned Air

Subject: ITW GSE Bid QAR01202020

To the Purchasing Office:

Thank you for giving ITW GSE the opportunity to bid on your new PCA requirement.

Attached is our offer for the ITW GSE (Hobart) Model 3400 PCA. We have included all completed, original forms plus the PDF copy on USB.

Please let us know if you have any questions on our offer.

ITW GSE Inc.

Alberto Rocha

Sales Director, Americas
Email: arocha@itwgse.us
Phone: +1 941 721 1143
Cell: +1 561 235 4387



It's all about connections

ITW GSE Inc.
11001 US Highway 41 North Phone: +1 941 721 1000
Palmetto, FL 34221 Web: www.itwgse.com
USA



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WARRANTY STATEMENT
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FLORIDA CORPORATION REPORT

PART E – FORMS

Note: This form must be submitted with the bidder's bid submittal

FORM 1: BIDDER'S CERTIFICATION

I have carefully examined this Request for Bids (RFB) which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid.

Addendum # 1 Date: Jan. 17, 2020 Addendum # _____ Date: _____
Addendum # _____ Date: _____ Addendum # _____ Date: _____

I hereby propose to provide the services requested in this bid. I agree to hold pricing for at least 150 calendar days so that the Authority will have time to properly evaluate this bid. I agree that the Authority terms and conditions (<http://www.flylcpa.com/purchasing/>) herein shall take precedence over any conflicting terms and conditions submitted with the bid and agree to abide by all conditions of this document.

I certify that all information contained in the bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company, or corporation submitting a bid for the same product or service; no officer, employee or agent of the Authority or of any other Company who is interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

ITW GSE INC.
NAME OF BUSINESS
Alberto Rocha
AUTHORIZED SIGNATURE
ALBERTO ROCHA
NAME, TITLE, TYPED
26-1568318
FEDERAL IDENTIFICATION #

11001 U.S. HWY 41 N.
MAILING ADDRESS
PALMETTO, FL 34221
CITY, STATE & ZIP CODE
941-721-1000 / C: 561-235-4387
TELEPHONE NUMBER / FAX NUMBER
AROCHA@ITWGSE.US / SALES@ITWGSE.US
EMAIL ADDRESS

State of: FLORIDA
County of: MANATEE

This foregoing instrument was acknowledged before me this 20th day of January, 2020, by Alberto Rocha, who is personally known to me or produced _____ as identification.

Patricia A. Tipton
Signature of Notary

66-093642
Serial/Commission No.



FORM 2: OFFICIAL BID FORM

BID NO. RFB 20-15MLW

BIDDER'S NAME: ITW GSE INC.

RECEIVING DATE: WEDNESDAY, JANUARY 22, 2020

PRIOR TO 2:00 P.M. LOCAL TIME

Purchasing Office
 Lee County Port Authority
 Southwest Florida International Airport
 11000 Terminal Access Road, Suite 8671
 Fort Myers, Florida 33913

The Undersigned, hereinafter called "BIDDER," having become familiar with the local conditions, nature, and extent of the work, and having examined carefully the bid documents, including but not limited to, General Information and Conditions, Special Instructions and Requirements, Insurance and Bonding Requirements, Project Information and Requirements, Disadvantaged Business Enterprise Program requirements, forms, and other contract documents, and having fulfilled bid requirements herein, agrees to furnish all materials, equipment, and other items, facilities and services for:

PURCHASE OF TWO (2) NEW HOBART 3400 PCA 130 BRIDGE MOUNTED POWER UNITS FOR LEE COUNTY PORT AUTHORITY

in full accordance with the bid and contract documents and all other documents related thereto on file in the Purchasing Office and, if awarded the contract, to complete the said work within the time limits specified for the pricing awarded, which is based on the following bid schedule:

Bid Pricing:

Bid Pricing must include 3400 Bridge mounted Pre Conditioned Air unit(s), mounting brackets, manuals, delivery of PCA units, initial inspections, commissioning of units and (1) one year warranty.

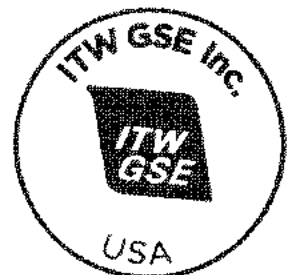
Model #	Unit Cost	Quantity	Total Cost
3400 PCA ADF-130/2H Bridge Mounted	\$ 77,800.00	2	\$ 155,600.00
Total Cost			\$



FORM 2: OFFICIAL BID FORM CON'T

ALTERNATE PRICING:

1. Service Call Price \$ 240.00 Hourly Rate (15 min increments)
2. Spare Parts % Mark Up of Cost N/A %
3. Installation of Units (If Required) \$ \$6,732.00 PER UNIT





It's all about connections

AXA Power, Hobart, Houchin, Military and J&B are now ITW GSE.
We remain: same people, same products, same company.

ITW GSE Inc., 11001 US Highway 41 North, Palmetto, FL 34221 USA

Page: 1 of 1

TO: Lee County Port Authority
Purchasing Office, 3rd Floor
Southwest Florida International Airport
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913-8899

RE: RFB #20-15 Purchase of Two ITW GSE (Hobart) 3400 PCA
Bid Opening January 22, 2020, Time 2:00 P.M.

QUOTE NO: QAR01202020

DATE: 1/20/2020

FROM: Alberto Rocha

PHONE: 561-235-4387

EMAIL: arocha@itwgse.us

FAX:

WE ARE PLEASED TO OFFER THE FOLLOWING QUOTATION:

ITEM #	QTY	MODEL/ PART NO.	DESCRIPTION	UNIT PRICE U.S.D.	TOTAL U.S.D.
001	2	ADF-130/2H AP-572526	ITW GSE PCA 3400 * Horizontal unit for under-bridge mounting * Single Outlet (14" connection) * Airflow: up to 130 kg/min (max); 286 ppm; 45-tons nominal * 2 cooling circuits; with heat * Bridge pre-cool option (P/N 292256) included. Does not include bridge plenum or hoses. * Refrigerant: R410A * INPUT: 3 x 480V, 50/60Hz * FINISH: Fort Myers Beige, per specification * Cabin sensor with hook included (P/N AP-572810) * Bridge Bracket (P/N 292290) for Dew "C" Tunnel PBB * Also includes remote control panel, filter, VFD on compressors and main blower * Does not include spare parts, condensate water piping, cables and cable glands, interface to BMS, or service hoses. * Warranty: 1 year (subject to ITW GSE standard T&C's)	\$ 77,800	\$ 155,600
			*Bid includes delivery of all equipment to RSW site (one trip).		
			*Bid includes start-up and commissioning of installed equipment.		
			*No taxes included. Lee County Port Authority is tax exempt.		

Total with options: \$ 155,600

ENCLOSED: Required Bid Forms
FOB POINT: FOB Southwest Florida International Airport
TERMS: Net 30 Days
VALIDITY: 150 Days
SHIPMENT: 10-12 weeks ARO : Subject to availability when ordered
WARRANTY: ITW GSE Standard Terms & Conditions (current rev.) Apply

Alberto Rocha

Sales Director, Americas
arocha@itwgse.us

Terms and Conditions of Sale may be viewed on our website @ www.itwgse.com

BUYER: Sales of ITW GSE Inc., also doing business as ITW GSE Hobart, ITW GSE Americas, ITW GSE J&B Aviation, ITW GSE Military ("ITW GSE") products and services are expressly limited to and made conditional on acceptance of ITW GSE Terms and Conditions of Sale, dated 28. April 2015, found at <<http://itwgse.com/terms-and-conditions-of-sale/>>. Any other Terms, additional or different, are hereby rejected. Commencement of work by ITW GSE or acceptance of delivery of products by the customer constitutes acceptance of the "Terms and Conditions of Sale."

- > This equipment is not to be exported to or used in any country named on the U.S. Government's list of restricted nations. All shipments are subject to review by U.S. Export offices
- > Order confirmation is subject to a disclosure statement declaring end-user and country.



FORM 3: LOBBYING AFFIDAVIT

STATE OF: FLORIDA

COUNTY OF: MANATEE

ALBERTO ROCHA

being first duly sworn, deposes and says that he or she is the (sole owner) (general partner) (joint venture partner)

(president) (secretary) or (authorized representative) (circle one) of ITW GSE INC. (Bidder), maker of the attached bid and that neither the Bidder nor its agents have lobbied to obtain an award of the Agreement required by this Bid from the Lee County Board of Port Commissioners, members of the Airports Special Management Committee, or employees of the Lee County Port Authority, individually or collectively, regarding this Authority Bids. The prospective Bidder further states that it has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. 1352 and 49 CFR Part 20 and the Lee County Lobbying Ordinance, No. 03-14.

Alberto Rocha
AFFIANT

The foregoing instrument was acknowledged before me on January 20, 2020, by Alberto Rocha (name of person, officer or agent, title of officer or agent), of ITW GSE Inc (corporation or partnership, if applicable), a Delaware (State of incorporation or partnership, if applicable), on behalf of the Corporation (Corporation or partnership, if applicable). He/She is personally known to me or has produced _____ as identification.

Robin Madeiras
Signature of person taking acknowledgment

Robin Madeiras
Name typed, printed, or stamped

Inside Sales
(Title or rank)

Patricia A Tipton 66 093642
Signature of Notary (Serial or Commission No.)



NOTE: THIS FORM IS REQUIRED FROM ALL BIDDERS

FORM 4: PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES

A person, affiliate, or corporation 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 vendor, 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 thirty-six (36) months from the date of being placed on the convicted vendor list.

The Bidder certifies by submission of this form that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal entity, department or agency.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

BIDDER'S NAME: ITW GSE INC.



FORM 5: BIDDER'S SCRUTINIZED COMPANIES CERTIFICATION

Bidder/Proposer/Consultant hereby certifies under penalties of perjury as of the date of this bid, proposal or letter of qualifications to provide goods and services to the Lee County Port Authority that it has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in Section 287.135, Fla. Stat., is not engaged in business operations in Cuba and Syria; and is not on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

I further certify that I am duly authorized to submit this certification on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT FALSIFICATION OF THIS CERTIFICATION MAY RESULT IN TERMINATION OF THE CONTRACT, DEBARMENT OF THE COMPANY FROM SUBMITTING A BID OR PROPOSAL FOR A PERIOD OF THREE (3) YEARS FROM THE DATE THE CERTIFICATION IS DETERMINED TO BE FALSE, CIVIL PENALTIES, AND THE ASSESSMENT OF ATTORNEY'S FEES AND COSTS AGAINST THE COMPANY. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Alberto Rocha
[Signature]

Notary Public
State of Florida
County of Manatee

Sworn to and subscribed before me this 20th day of January, 2020,
by Alberto Rocha who produced the following as identification
_____ (Type of identification) or is personally known to me. My
Commission Expires April 25, 2021.

[stamp or seal]  PATRICIA A TIPTON
MY COMMISSION # GG 093642
EXPIRES: April 25, 2021
Bonded Thru Budget Notary Services

Patricia A. Tipton
[Signature of Notary Public]

Patricia A. Tipton
[Typed or printed name]



FORM 6: LOCAL PREFERENCE AFFIDAVIT

The firm submitting the attached bid is either (please check one):

- A firm whose principal place of business is located within the boundaries of Lee County, Florida.

Please identify the firm name and physical address below:

_____ (in Lee County, Florida)

- A firm that has provided goods or services to Lee County or the Lee County Port Authority on a regular basis for the preceding consecutive three (3) years and has the personnel, equipment, and materials located within the boundaries of Lee County sufficient to constitute a present ability to perform the service or provide the goods for this project.

Please provide the following information:

Number of employees currently working in Lee County full time = 0

Projects completed in Lee County over the last consecutive three (3) years:

_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__

Current Lee County location of equipment, materials and personnel that will be used full time on this project:

_____ (in Lee County, Florida)

- A firm whose principal place of business is located within the boundaries of an adjacent county with a reciprocal Local Vendor Preference agreement.

Please identify the firm name and physical address below:



FORM 6: LOCAL PREFERENCE AFFIDAVIT (Continued)

- Not a Local Vendor as defined by Lee County Ordinance 00-10, as amended by Lee County Ordinance Nos. 08-26 and 17-16.

ALBERTO ROCHA

Printed Name
SALES DIRECTOR, AMERICAS

Title
Alberto Rocha

Signature

Notary Public – State of Florida
County of Manatee
Sworn to and subscribed before me this 20 day of January, 20 20
Personally known or produced identification _____
My Commission Expires April 25, 2021
(Type of identification) _____

Printed, typed or stamped commissioned name of Notary Public
PATRICIA A TIPTON
PATRICIA A TIPTON
MY COMMISSION # GG 093642
EXPIRES: April 25, 2021
Bonded Thru Budget Notary Services

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TW GSE

3400 PCA

Pre-conditioned air unit - 130 & 210

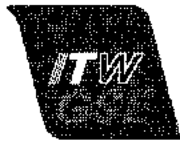


QUICK SWAP
OF COOLING MODULE

3400



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It's all about
connections

ITW GSE Inc. Terms and Conditions of Sale:
Warranty Excerpt
Date: April 28, 2015 rev.-

**GENERAL WARRANTY
STATEMENT**

EFFECTIVE APRIL 28, 2015

SEE ITW TERMS & CONDITIONS OF SALE FOR FULL LANGUAGE

ITW warrants that it will convey the Products free and clear of all liens, security interests and encumbrances created by, through or under ITW. ITW further warrants that for the applicable Warranty Period (defined below), under normal use and given proper installation and maintenance as determined by ITW, the Products: (a) will conform to mutually agreed upon written specifications or other descriptions; and (b) will be free from substantial defects in material and workmanship.

The Warranty Period starts at the date of shipment and continues for the period listed below:

Engine drive GPU (other than engine and generator subassemblies): 24 months.

Engine: 12 months (regardless of number of engine running hours) OR 24 months for engines with 2,000 running hours or less, whichever comes first.

Generator: 36 months.

Line powered GPU equipment: 24 months.

Line powered PCA equipment: 12 months.

J&B Aviation accessories: 6 months.

Equipment-related spare parts: 6 months.

Replacements parts: The remainder of the original warranty period.

In the event of a breach of the warranties set forth above (the "Warranties"), ITW's sole liability and Purchaser's sole remedy will be (at ITW's option), for ITW to repair, replace or credit Purchaser's account for, any Product that fails to conform to the Warranties, provided that (i) during the Warranty Period ITW is promptly notified in writing upon discovery of such failure with a detailed explanation of any alleged deficiencies; (ii) ITW is given a reasonable opportunity to investigate all claims; and (iii) ITW's examination of such Product confirms the alleged deficiencies and that the deficiencies were not caused by accident, misuse, neglect, improper installment, unauthorized alteration or repair or improper testing. No Products may be returned to ITW until inspection and approval by ITW.

The Warranty against defects does not apply to: (1) consumable components or ordinary wear items; or (2) use of the Products with equipment, components or parts not specified or supplied by ITW or contemplated under the Product documentation.

EXCEPT AS SET FORTH ABOVE, ITW MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE).

Excerpt: GSE Terms and Conditions of Sales_ dated April 28, 2015

Memorandum of Insurance

MEMORANDUM OF INSURANCE						DATE 12-Dec-2019	
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=367. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>							
PRODUCER Marsh USA Inc. ("Marsh")			COMPANIES AFFORDING COVERAGE				
INSURED ILLINOIS TOOL WORKS INC. 155 Harlem Avenue Glenview Illinois 60025 United States			Co. A ZURICH AMERICAN INSURANCE COMPANY				
			Co. B AMERICAN ZURICH INSURANCE COMPANY				
			Co. C				
			Co. D				
			Co. E				
			Co. F				
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS							
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS LIMITS IN USD UNLESS OTHERWISE INDICATED		
A	GENERAL LIABILITY Commercial General Liability Occurrence	*GLO 9373453-016(US)	01-Nov-2019	01-Nov-2020	GENERAL AGGREGATE	USD \$9,000,000	
					PRODUCTS - COMP/OP AGG	USD \$9,000,000	
					PERSONAL AND ADV INJURY	USD \$9,000,000	
					EACH OCCURRENCE	USD \$9,000,000	
					FIRE DAMAGE (ANY ONE FIRE)	USD \$500,000	
					MED EXP (ANY ONE PERSON)	USD \$10,000	
A	AUTOMOBILE LIABILITY Any Auto Garage Keepers Liability	BAP 9373447-16 (AOS)	01-Nov-2019	01-Nov-2020	COMBINED SINGLE LIMIT	USD \$10,000,000	
					BODILY INJURY (PER PERSON)		
					BODILY INJURY (PER ACCIDENT)		
					PROPERTY DAMAGE		
	EXCESS LIABILITY				EACH OCCURENCE		
					AGGREGATE		
	GARAGE LIABILITY				AUTO ONLY (PER ACCIDENT)		
					OTHER THAN AUTO ONLY:		
					EACH ACCIDENT		
					AGGREGATE		
B A	WORKERS COMPENSATION/ EMPLOYERS LIABILITY THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE Included	WC 9373451-17(AOS Ded) WC 9373452-17(Retro - WI)	01-Nov-2019 01-Nov-2019	01-Nov-2020 01-Nov-2020	WORKERS COMP LIMITS	Statutory	
					EL EACH ACCIDENT	USD \$1,000,000	
					EL DISEASE - POLICY LIMIT	USD \$1,000,000	
					EL DISEASE - EACH EMPLOYEE	USD \$1,000,000	
The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.							

MEMORANDUM OF INSURANCE

DATE

12-Dec-2019

This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via <https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=367>. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.

PRODUCER

Marsh USA Inc.
("Marsh")

INSURED

ILLINOIS TOOL WORKS INC.
155 Harlem Avenue
Glenview
Illinois 60025
United States

ADDITIONAL INFORMATION

*GENERAL LIABILITY SUBJECT \$1,000,000 SIR

Products - Occurrence \$9,000,000

AUTOMOBILE PHYSICAL DAMAGE - USD \$500,000 COMP & COLL. DEDUCTIBLE

ILLINOIS TOOL WORKS INC. INCLUDING ITS BUSINESS UNITS LISTED BELOW:

ANCHOR FASTENERS
ARK-LES
ATLANTIC MILLS
AVERY-WEIGH-TRONIX
BAXTER MANUFACTURING
BAY AREA LABELS
BEDFORD WIRE
BEE LEITZKE
BERNARD WELDING COMPONENTS
BRANDS
BROOKS INSTRUMENT
BUEHLER INTERNATIONAL
BUILDEX
CALIFORNIA INDUSTRIAL PRODUCTS
CELESTE
CFC INTERNATIONAL
CHEMTRONICS
CIP FASTENERS
CODING PRODUCTS
COEUR, INC.
COVID SECURITY GROUP
CRIMSCO
DAE LIM USA
DAHTI SEATING
DELPRO
DELTAR BODY & INTERIOR
DELTAR FUEL SYSTEMS
DELTAR SEAT COMPONENTS
DESPATCH INDUSTRIES
DIAGRAPH - LABEL GROUP
DIAGRAPH - MARKING & CODING
DIAGRAPH - MSP
DRAWFORM
DYNATEC
E.H. WACHS COMPANY
ELECTRO STATIC TECHNOLOGY
ENVOPAK US
F G EVERCOAT U S
FASTEX DISTRIBUTION
FASTEX OEM & APPLIANCE

FILTERTEK
FILTRATION PRODUCTS
FLUIDS NORTH AMERICA
GAYLORD INDUSTRIES
GSE HOLDINGS INC
HARTNESS INTERNATIONAL
HEARTLAND COMPONENTS US
HI-CONE
HOBART SERVICE - DOES NOT INCLUDE INDEPENDENT CONTRACTORS D/B/A HOBART SALES & SERVICE
HOBART ALUMINUM
HOBART BAKERY SYSTEMS
HOBART BROTHERS
HWA MEIR
INSTRON
INSULATION SYSTEMS
ITW BUILDING COMPONENTS GROUP INC.
ITW COMMERCIAL CONSTRUCTION NORTH AMERICA
ITW COMMERCIAL CONSTRUCTION NORTH AMERICA -PNA
ITW CONSTRUCTION SERVICE & PARTS
ITW CONSUMER DEVCON/VERSACHEM
ITW DELTAR FASTENERS / ITW NEXUS
ITW EAE
ITW ENGINEERED FASTENERS & COMPONENTS
ITW ENGINEERED POLYMERS
ITW FOILS U S
ITW FOOD EQUIPMENT GROUP LLC/Hobart Service
ITW GLOBAL BRANDS
ITW GLOBAL TIRE REPAIR INC.
ITW GRAPHICS
ITW GRK
ITW GSE Americas
ITW GSE Holdings
ITW LABELS
ITW NEXUS
ITW PERFORMANCE POLYMERS
ITW POLYMERS ADHESIVES NORTH AMERICA
ITW POLYMERS COATING NORTH AMERICA
ITW POLYMERS SEALANTS NORTH AMERICA
ITW POWERTRAIN FASTENERS
ITW PRO BRANDS
ITW PROFESSIONAL AUTOMOTIVE PRODUCTS
ITW WINDGROUP
JETLINE ENGINEERING
KAIRAK
KESTER
LOCK INSPECTION SYSTEMS INC.
LOMA SYSTEMS
LUMEX
M&C SPECIALTIES
MAGNAFLUX
MILLER ELECTRIC MFG. CO.
MILLER TIG EQUIPMENT
MILLER WELDING AUTOMATION
NORTH AMERICAN POWERTRAIN FASTENING
NORTH STAR IMAGING
OPTO DIODE
PASLODE
PAXTON PRODUCTS
PEERLESS FOOD EQUIPMENT
PERMATEX

PILLAR TECHNOLOGIES
PRECISE BIOMEDICAL, INCORPORATED
QSA GLOBAL INC.
RACOR
RIPPEY
SEALANT SYSTEMS INTERNATIONAL
SEXTON
SHAKEPROOF ANCHOR/MEDALIST AUTOMOTIVE PRODUCTS
SHAKEPROOF AUTOMOTIVE PRODUCTS
SHAKEPROOF GROUP
SHAKEPROOF INDUSTRIAL PRODUCTS
SHAKEPROOF INDUSTRIAL PRODUCTS/ALPINE SCREW
SIMCO-ION INDUSTRIAL
SIMCO-ION TECHNOLOGY
SLIME
SOMAT
STERO
SWITCHES
TEXWIPE
THERMAL FILMS
TISSUE GROWTH TECHNOLOGIES
TRANS TECH
TRAULSEN
TRIMARK
USI
VALERON STRENGTH FILMS
VITRONICS SOLTEC
VORTEC
VULCAN FOOD EQUIPMENT GROUP
VULCAN-HART
WACHS SUBSEA, LLC
WITCO FOODSERVICE EQUIPMENT
WOLF
ZIP-PAK

THE MEMORANDUM OF INSURANCE SERVES SOLELY TO LIST INSURANCE POLICIES, LIMITS AND DATES OF COVERAGE. ANY MODIFICATIONS HERETO ARE NOT AUTHORIZED.

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

[Click here for a printer-friendly version of this document.](#)

2019 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F08000000836

Entity Name: ITW GSE INC.

Current Principal Place of Business:

155 HARLEM AVE.
GLENVIEW, IL 60025

Current Mailing Address:

155 HARLEM AVE
GLENVIEW, IL 60025 US

FEI Number: 26-1568318

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title D, VP, SECRETARY
Name FINCH, NORMAN
Address 155 HARLEM AVE.
City-State-Zip: GLENVIEW IL 60025

Title D, VP, TREASURER
Name LIVINGSTON, DAVID
Address 155 HARLEM AVE.
City-State-Zip: GLENVIEW IL 60025

Title PRESIDENT
Name OLSSON, HENRICK
Address 155 HARLEM AVE
City-State-Zip: GLENVIEW IL 60025

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

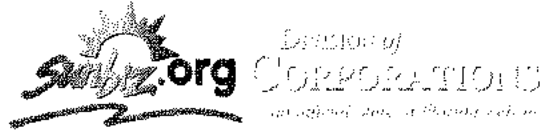
SIGNATURE: DAVID LIVINGSTON

VP & TREASURER

04/04/2019

Electronic Signature of Signing Officer/Director Detail

Date



Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Foreign Profit Corporation

ITW GSE INC.

Cross Reference Name

GSE HOLDINGS INC.

Filing Information

Document Number	F0800000836
FE/EIN Number	26-1568318
Date Filed	02/25/2008
State	DE
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	03/14/2018
Event Effective Date	NONE

Principal Address

155 Harlem AVE.
GLENVIEW, IL 60025

Changed: 04/09/2015

Mailing Address

155 Harlem AVE
GLENVIEW, IL 60025

Changed: 04/09/2015

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Officer/Director Detail

Name & Address

Title D, VP, Secretary

Finch, Norman
155 Harlem AVE.
GLENVIEW, IL 60025

Title D, VP, Treasurer

Livingston, David
155 Harlem AVE.
GLENVIEW, IL 60025

Title President

Olsson, Henrick
155 Harlem Ave
Glenview, IL 60025

Annual Reports

Report Year	Filed Date
2017	04/28/2017
2018	04/26/2018
2019	04/04/2019

Document Images

04/04/2019 -- ANNUAL REPORT	View image in PDF format
04/26/2018 -- ANNUAL REPORT	View image in PDF format
03/14/2018 -- Name Change	View image in PDF format
04/23/2017 -- ANNUAL REPORT	View image in PDF format
04/20/2016 -- ANNUAL REPORT	View image in PDF format
04/09/2015 -- ANNUAL REPORT	View image in PDF format
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06/20/2012 -- Dropping Alternate Name	View image in PDF format
04/24/2012 -- ANNUAL REPORT	View image in PDF format
04/28/2011 -- ANNUAL REPORT	View image in PDF format
04/27/2010 -- ANNUAL REPORT	View image in PDF format
07/14/2009 -- ANNUAL REPORT	View image in PDF format
04/21/2009 -- ANNUAL REPORT	View image in PDF format
02/17/2008 -- Change Alternate Name	View image in PDF format
02/25/2008 -- Foreign Profit	View image in PDF format

Contract Number _____
Vendor Number _____

LEE COUNTY PORT AUTHORITY
STANDARD SERVICE PROVIDER AGREEMENT
RFB 20-15MLW
PURCHASE OF TWO HOBART 3400 BRIDGE MOUNTED
PRE-CONDITIONED AIR UNITS (PCA) FOR THE
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

THIS AGREEMENT is entered this _____ day of _____, 20____, between the LEE COUNTY PORT AUTHORITY, a political subdivision and special district of the State of Florida ("AUTHORITY"), at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and GSE HOLDINGS, INC., d/b/a ITW GSE, INC., a Delaware corporation, authorized to do business in the State of Florida, ("PROVIDER"), at 11001 U.S. Highway 41 North, Palmetto, FL 34221, Federal Identification Number 26-1568318.

WITNESSETH

WHEREAS, the Authority desires to obtain products and/or services from Provider as described below to purchase two Hobart 3400 Bridge Mounted Pre-Conditioned Air Units (PCA) for the Southwest Florida International Airport in Fort Myers, Florida; and,

WHEREAS, the Provider has reviewed the products and/or services required under this Agreement and has submitted a bid agreeing to provide the requested products or services, and states that it is qualified, willing and able to provide and perform all such services and provide any products required according to the provisions, conditions and terms below and in accord with all governing federal, state and local laws and regulations; and,

WHEREAS, the Provider certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by any applicable State Boards or Government Agencies responsible for regulating and licensing the services to be provided under this Agreement; and,

WHEREAS, the Provider has been selected to provide the products and/or services described below as the result of a competitive selection process by Authority in accord with any applicable Florida Statutes and the Authority's Purchasing Policy, as approved by the Authority's Board of Port Commissioners.

NOW, THEREFORE, in consideration of the foregoing and the mutual consideration described below, the parties agree as follows:

1.0 RECITALS

The recitals set forth above are true and correct and are incorporated into the terms of this Agreement as if set forth herein at length.

2.0 SCOPE OF SERVICES

Provider hereby agrees to provide the products and/or perform the services set out in Exhibit "A", entitled "Scope of Services", which is attached and made a part of this Agreement.

No services or product deliveries may commence until Authority issues a purchase order, unless otherwise set out in the Scope of Services.

3.0 REQUEST FOR BIDS AND PROVIDER'S BID – INCORPORATION BY REFERENCE

The terms of the Request for Bids, and Provider's Bid received in response to that Request, including any supplementary representations from Provider to Authority during the selection process, are hereby merged into and incorporated by reference as part of this Agreement. If there are any conflicts between the terms of the Request for Bids and this Agreement, or the Provider's Bid and this Agreement, the terms of this Agreement will control. The parties acknowledge that the Authority has relied on Provider's representations and the information contained in Provider's Bid and that those representations and this information has resulted in the selection of Provider to provide products or perform services under this Agreement.

4.0 TERM OF AGREEMENT

The term of this Agreement begins on the date first written above and will continue until Provider has delivered, and Authority has accepted, all goods and services required under this Agreement and any applicable warranties have expired.

5.0 LICENSES

The Provider agrees to obtain and maintain throughout the term of this Agreement, all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by any applicable State Boards or other governmental agencies responsible for regulating and licensing the services provided and performed by the Provider.

6.0 PERSONNEL

The Provider agrees that when the services to be provided and performed relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such service(s), to employ and/or retain only qualified personnel to be in charge of all such professional services to be provided under this Agreement.

7.0 STANDARDS OF SERVICE

Provider agrees to provide and perform all services under this Agreement in accordance with generally accepted standards of practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agency that regulates or has jurisdiction over the services to be provided and/or performed by the Provider.

8.0 COMPENSATION AND METHOD OF PAYMENT

8.1 The Authority shall pay the Provider for all requested and authorized products provided or services completed in accordance with the terms of this Agreement based on the compensation schedule set forth in Exhibit "B," which is attached hereto and made a part of this Agreement and based upon Provider's invoice, as described in this Section.

8.2 METHOD OF PAYMENT

- (a) DELIVERY AND ACCEPTANCE OF GOODS - Upon Authority's acceptance of Providers' work, Authority will pay Provider as specified in Exhibit "B".
- (b) ON-SITE RESPONSE AND SPARE PARTS - MONTHLY STATEMENTS - The Provider shall be entitled to submit no more than one invoice to the Authority for each calendar month. The monthly invoice shall cover on-site response services rendered and completed during the preceding calendar month, along with any charges for spare parts purchased during that month. The Provider shall submit the invoices to the Authority's Finance Department. The Provider's invoice(s) shall be itemized to correspond to the basis of compensation as set forth in this Agreement, or any Amendment to this Agreement. Invoices shall include an itemized description of the project and a description of the products and services provided. Failure by the Provider to follow these instructions shall result in an unavoidable delay of payment by the Authority.
- (c) PAYMENT SCHEDULE - The Authority shall issue payment to the Provider within thirty (30) calendar days after acceptance of the products or services and receipt of an invoice from the Provider that is in an acceptable form and containing the requested breakdown and detailed description and

documentation of charges. Should the Authority object or take exception to the amount of any Provider invoice, the Authority shall notify the Provider of such objection or exception within thirty (30) days. If such objection or exception remains unresolved at the end of the thirty (30) day period, the Authority shall withhold the disputed amount and make payment to the Provider of all amounts not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

8.3 APPROPRIATIONS CLAUSE - All funds for payment by the Authority under this Agreement are subject to the availability of an annual appropriation for this purpose. In the event of non-appropriation of funds by the Authority for the goods or services provided under this Agreement, the Authority will terminate this Agreement, without termination charge or other liability, on the last day of the then-current year or the date the appropriation for the goods or services covered by this Agreement is spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Provider on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the Authority shall not be obligated under this Agreement beyond the date of termination.

9.0 FAILURE TO PERFORM

If the Provider fails to commence, provide, perform and/or complete any of the services and work required under this Agreement in a timely and diligent manner, the Authority may consider such failure as cause to terminate this Agreement. As an alternative to termination, the Authority may, at its option, withhold any or all payments due and owing to the Provider, not to exceed the amount of the compensation for the work in dispute, until such time as the Provider resumes performance of its obligations in accordance with the time and schedule of performance requirements set forth in this Agreement.

10.0 INDEMNIFICATION AND HOLD HARMLESS

The Provider agrees to be liable for, and shall indemnify, defend and hold harmless Lee County and Authority and their respective commissioners, officers, employees and agents, from and against any and all claims, liabilities, suits, judgments for damages, losses and expenses, including but not limited to court costs, expert witness and professional consultation services, and reasonable attorneys' fees arising out of or resulting from the Provider's services or provision of products under this Agreement, or Provider's errors, omissions, negligence, recklessness, or the intentional misconduct of Provider or any agent, employee or other person employed or used by Provider in performance of services under this Agreement regardless of whether or not caused by a party indemnified hereunder.

11.0 AUTHORITY'S REPRESENTATIVE

The Director of Maintenance, James Furiosi, shall administer this Agreement for Authority.

12.0 PUBLIC RECORDS

Provider acknowledges that any information concerning its services may be exempt from disclosure under the Florida Public Records Law as follows:

(1) **Airport Security Plans** - The Southwest Florida International Airport security plan, and other critical operational materials designated by the Authority, are exempt from disclosure as public records under Section 331.22, Florida Statutes (2001).

These materials include, but are not limited to, any photograph, map, blueprint, drawing, or similar material that depicts critical operational information that the Authority determines could jeopardize airport security if generally known.

(2) **Building Plans** - Provider further acknowledges that Section 119.07(3)(b)1., Florida Statutes, exempts building plans, blueprints, schematic drawings, and diagrams depicting internal layouts and structural elements of a public building from the disclosure requirements of the Florida Public Records Law.

(3) **Airport Security Systems** - Section 281.301, Florida Statutes, exempts information relating to the security systems for any property owned by or leased to the Authority and any information relating to the security systems for any privately-owned or leased property which is in Authority's possession, including all records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to or revealing such systems or information, and all meetings relating directly to or that would reveal such systems or information, is confidential and exempt from disclosure.

Section 119.071(3)(a)1., and 2., Florida Statutes, reiterates the security system exemption and expands upon it to include threat assessments; threat response plans; emergency evacuation plans; shelter arrangements; security manuals; emergency equipment; and security training as confidential and exempt from disclosure.

Provider agrees not to divulge, furnish or make available to any third person, firm or organization, without Authority's prior written consent, or unless incidental to the proper performance of Provider's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any confidential or exempt information concerning the services to be rendered by Provider hereunder. Provider shall require all of its employees, agents, subcontractors to comply with the provisions of this Article.

13.0 PROVIDER'S OBLIGATION

Provider specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

- 1) Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services required under this Agreement;
- 2) Upon request from the Authority, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) Meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of Provider upon termination of this Agreement 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 Authority in a format that is compatible with the information technology system of the Authority.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-590-4504, 11000 TERMINAL ACCESS ROAD, SUITE 8671, FORT MYERS, FLORIDA 33913, publicrecords@flylcpa.com; http://www.flylcpa.com/public_records.

- 5) The Provider is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Provider is not an employee, agent or servant of the Authority and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all time, and in all places, be subject to the Provider's sole discretion, supervision and control. The Provider shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Provider's relationship and the relationship of its employees to the Provider shall be that of an independent contractor and not as employees of the Authority. The Provider shall be solely responsible for providing benefits and insurance to its employees.

14.0 AIRPORT SECURITY REQUIREMENTS

Provider acknowledges that the Authority is subject to strict federal security regulations limiting access to secure areas of the airport and prohibiting violations of the adopted Airport Security Program. Provider may need access to these secure areas to complete the work required by this Agreement.

Provider therefore agrees, in addition to the other indemnification and assumption of liability provisions set out above, to indemnify and hold harmless the Authority and Lee County, Florida, and their respective commissioners, officers and employees, from any duty to pay any fine or assessment or to satisfy any punitive measure imposed on the Authority or Lee County, Florida by the FAA or any other governmental agency for breaches of security rules and regulations by Provider, its agents, employees, subcontractors, or invitees.

Provider further acknowledges that its employees and agents may be required to undergo background checks and take Airport Security and Access Procedures ("S.I.D.A.") training before receiving an Airport Security Identification Badge.

Immediately upon the completion of any work requiring airport security access under this Agreement, or upon the resignation or dismissal or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the Provider, Provider shall notify the Airports Police Department that the Provider's access authorization or that of any of Provider's agents, employees, subcontractors, or invitees has changed. Provider will confirm that notice, by written confirmation on company letterhead, within twenty-four (24) hours of providing initial notice to the Airport's Police Department.

Upon termination of this Agreement, or the resignation or dismissal of any employee or agent, or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the Provider, Provider shall surrender any Airport Security Identification Badge held by the Provider or by Provider's agents, employees, subcontractors, or invitees. Should Provider fail to surrender these items within five (5) days, the Provider shall be assessed a fee of Twenty-Five Dollars (\$25.00) per identification badge not returned. This fee will be billed to the Provider or deducted from any money owing to the Provider, at the Authority's discretion.

15.0 INSURANCE

During the term of this Agreement, Provider shall provide, pay for, and maintain, with companies satisfactory to Authority, the types of insurance described herein. Promptly after execution of this Agreement by both parties, the Provider must obtain insurance coverages and limits required as set out below. Provider further agrees to provide Authority's Risk Manager with advance written notice of any cancellation, intent not to renew, material change or alteration, or reduction in the policies' coverages, except in the application of the Aggregate Limits provision of any policy. In the event of a reduction in the Aggregate Limit of any policy, Provider shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. If there is a cancellation, Provider agrees to obtain replacement coverage as soon as possible. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida.

The Authority reserves the right to reject insurance written by an insurer it deems unacceptable because of poor financial condition or other operational deficiency. All insurance must be placed with insurers with an A.M. Best Rating of not less than A-VII. Regardless of this requirement, Authority in no way warrants that the required minimum insurer rating is sufficient to protect the Provider from potential insurer insolvency.

The acceptance by Authority of any Certificate of Insurance evidencing the insurance coverages and limits required in this Agreement does not constitute approval or agreement by Authority that the insurance requirements have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the requirements of this Agreement.

All of Provider's insurance coverages shall be primary and non-contributory to any insurance or self-insurance program carried by Authority and applicable to work under this Agreement and shall include a waiver of subrogation in favor of Authority.

No work shall commence, or any products be provided, under this Agreement unless and until the required Certificates of Insurance are received and approved by Authority.

15.1. INSURANCE REQUIRED

Before starting and until acceptance of the work or products by Authority, Provider shall procure and maintain insurance of the types and to the limits specified in paragraphs 15.2.1 through 15.2.3, below. All liability insurance policies obtained by Provider to meet the requirements of this Agreement, other than Worker's Compensation and Employer's Liability and Professional Liability policies, shall name Authority as an additional insured as to the operations of Provider under this Agreement and shall contain the severability of interests provisions.

15.2. COVERAGES

The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) forms and endorsements or broader where applicable:

15.2.1. Commercial General Liability Insurance shall be maintained by Provider. Coverage shall also include, but not be limited to, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations, and Personal Injury Coverages. If Provider provides any construction work, it must also include Products & Completed Operations, with the Completed Operations Coverage maintained for any project under this Agreement and then for not less than five (5) years following completion and acceptance of the work by Authority. Limits of coverage shall not be less than the following for Bodily Injury, Property Damage and Personal Injury Combined Single Limits:

General Aggregate	\$5,000,000
Products - Completed Operations Aggregate	\$5,000,000

If the General Liability insurance required herein is issued or renewed on a "claims made" form, as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of any services under this Agreement and shall provide that in the event of cancellation or nonrenewal the discovery period for insurance claims (Tail Coverage) shall be unlimited.

15.2.2. Automobile Liability Insurance shall be maintained by Provider as to ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury and Property Damage Liability \$1,000,000 Combined Single Limit

15.2.3. Worker's Compensation and Employers Liability Insurance shall be maintained by Provider during the term of this Agreement for all employees engaged in the work under this Agreement, in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than:

Worker's Compensation Florida Statutory Requirements
Employer's Liability

Each Accident \$1,000,000

The insurance company shall waive its Rights of Subrogation against Authority.

15.2.4. Certificates of Insurance - Provider must use Authority's Certificate of Insurance attached as Exhibit "C" or a similar form acceptable to Authority's Risk Manager to verify coverages. The Certificate of Insurance must be completed on a "sample only" basis by Provider's insurance representatives and must be submitted for Authority's review as to acceptability. Upon acceptance, the Certificates must be signed by an Authorized Representative of the insurance company/companies shown on the Certificates with proof that he or she is an authorized representative thereof. In addition, copies of all insurance policies shall be provided to Authority, on a timely basis, if requested by Authority. If any insurance provided under this Agreement will expire prior to the completion of the work, renewal Certificates of Insurance on an acceptable form and copies of the renewal policies, if requested by Authority, shall be furnished to Authority thirty (30) days prior to the date of expiration.

15.2.5. Failure to Maintain Insurance - Should at any time Provider not maintain the insurance coverages required by this Agreement, Authority may cancel the Agreement or at its sole discretion is authorized to purchase such coverages and charge Provider for such coverages purchased. Authority shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Authority to purchase such

insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.

16.0 ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The Provider shall not assign or transfer any of its rights, benefits or obligations hereunder without prior written approval of the Authority. The Provider shall have the right, subject to the Authority's prior written approval, to employ other persons and/or firms to serve as subcontractors to Provider for the Provider's performance of services and work under this Agreement.

17.0 PROVIDER AN INDEPENDENT CONTRACTOR

The Provider is an independent contractor and is not an employee or agent of the Authority. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the Authority and the Provider, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. Nor shall anything contained herein be deemed to give any such party a right of action against Authority beyond such right as might otherwise exist without regard to this Agreement.

18.0 F.A.A. NON-DISCRIMINATION CLAUSE

The Provider, for itself, its successors in interest, and assigns, as part of the consideration hereof, agrees that it shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Provider shall carry out applicable requirements of 49 CFR Part 23 and Part 26 in the award and administration of DOT-assisted contracts. Failure by the Provider to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Port Authority deems appropriate.

19.0 NOTICE REGARDING PUBLIC ENTITY CRIMES

Section 287.133(3)(a) (1995) requires the Authority to notify Bidder/Lessee/Tenant of the provisions of Section 287.133(2)(a) F.S.

Section 287.133(2)(a) F.S. prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime from:

- A. Contracting to provide products or services to a public entity.
- B. Submitting a bid on a contract for construction or repair of a public building or public work.
- C. Submitting bids on leases of real property to a public entity.
- D. Being awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of \$35,000.00.

The prohibitions listed above apply for a period of thirty-six (36) months from the date a person or an affiliate is placed on the convicted vendor list.

20.0 OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as art work, layouts and copy in draft or final form, photographs, mailing lists, printed materials, computer programs, memoranda, research notes, evaluations, reports and other records and data relating to the services specifically prepared or developed by the Provider under this Agreement shall be the property of the Provider, until the Provider has been paid for performing the services and work required to produce such documents.

Upon completion, suspension, or termination of this Agreement, all of the above documents, to the extent requested by the Authority, shall be delivered to the Authority or to any subsequent Provider within thirty (30) calendar days.

The Provider, at its expense, may make and retain copies of all documents delivered to the Authority for reference and internal use. Any subsequent use of the documents and materials listed above shall be subject to the Authority's prior review and approval.

21.0 MAINTENANCE OF RECORDS

The Provider will keep and maintain adequate records and supporting documentation concerning the procurement and applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the Provider for a minimum of five (5) years from the date final payment has been made or termination of this Agreement, or for such period as required by law.

The Authority, the FAA, the Comptroller General of the United States and their authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement, and during the period set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the Provider.

22.0 NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

23.0 GOVERNING LAW

This Agreement shall be interpreted, construed and governed by the laws of the State of Florida. Any suit or action brought by either party to this Agreement against the

other party relating to or arising out of this Agreement shall be brought either in the Florida state courts in Lee County, Florida, or in the United States Federal District Court for the Middle District of Florida, Fort Myers Division. The prevailing party in any such suit or action shall be entitled to recover their reasonable attorneys' fees and court costs.

24.0 PROHIBITED INTERESTS

No member, officer or employee of the Port Authority or of the locality during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

25.0 LOBBYING CERTIFICATION

The Port Authority agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Port Authority, to any person for influencing or attempting to influence any officer or employee of any Federal agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the Port Authority to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Port Authority shall require that the language of this section be included in this award document and any award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

26.0 COVENANTS AGAINST DISCRIMINATION

26.1 DBE POLICY. It is the policy of the Department of Transportation (the "DOT") that Disadvantaged Business Enterprises ("DBE's") as defined in 49 CFR Part 23 and Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Part 26 apply to this Agreement. The Provider agrees to ensure that DBE's as defined in 49 CFR Part 23 and Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Provider shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 and Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts.

26.2 PROMPT PAYMENT REQUIREMENTS. Authority has adopted a DBE Program in compliance with 49 CFR Part 26, therefore, the following requirement will apply to all contracts funded, either wholly or in-part, with DOT financial assistance:

Provider agrees to pay each subconsultant under this contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment Provider receives from Authority. Provider agrees further to return any retainage payments to each subconsultant within thirty (30) days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment beyond these time limits may occur only for good cause following written approval of the delay by Authority. This clause applies to both DBE and non-DBE subconsultants.

26.3 INCORPORATION OF PROVISIONS. Provider shall include the provisions of paragraphs 26.1 through 26.2 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Provider shall take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Provider may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Provider may request the United States to enter into such litigation to protect the interests of the United States.

27.0 NONDISCRIMINATION CLAUSE

Pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, the Restoration Action of 1987, the Florida Civil Rights Act of 1992, and as said Regulations may be amended, the Contractor/Consultant must assure that "no person in the United States shall on the basis of race, color, national origin, sex, creed or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," and in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment.

The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

28.0 GENERAL CIVIL RIGHTS CLAUSE

The Contractor agrees to comply with pertinent statute, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

29.0 E-VERIFY CLAUSE

Provider agrees that it will enroll and participate in the U.S. Department of Homeland Security's E-Verify Program for Employment Verification in accordance with the terms governing use of the Program. The Provider further agrees to provide the Authority with proof of such enrollment within thirty (30) days of the date of this Agreement. Once enrolled, Provider agrees to use the E-Verify Program to confirm the employment eligibility of:

- 29.1. All persons employed by Provider during the term of this Agreement
- 29.2. All persons, including contractors and subcontractors, assigned by the Provider to perform work or provide services under the Agreement.

Provider further agrees that it will require each contractor or subcontractor performing work or providing services under this Agreement to enroll in and use the U.S. Department of Homeland Security's E-Verify Program for Employment Verification to verify the employment eligibility of all persons employed by the contractor or subcontractor during the term of this Agreement.

Provider agrees to maintain records of its participation and compliance with the provisions of the E-Verify Program, including participation by its contractors and subcontractors as provided above, and to make such records available to the Authority or other authorized state or federal agency consistent with the terms of this Agreement.

Compliance with the terms of this Section is made an express condition of this Agreement, and the Authority may treat failure to comply as a material breach of the Agreement and grounds for immediate termination.

30.0 HEADINGS

The headings of the Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Sections, Exhibits and Attachments.

31.0 ENTIRE AGREEMENT

This Agreement, including the referenced Exhibits and Attachments, constitutes the entire Agreement between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.

32.0 NOTICES AND ADDRESS

32.1 All notices required and/or made pursuant to this Agreement to be given by either party to the other shall be in writing and shall be delivered by hand or by United States Postal Service, first class mail service, postage prepaid, and addressed to the following addresses of record:

LEE COUNTY PORT AUTHORITY
11000 Terminal Access Road, Suite 8671
Fort Myers, FL 33913
Attention: Airport Executive Director

GSE HOLDINGS, INC., d/b/a ITW GSE, INC.
11001 U.S. Highway 41 North
Palmetto, FL 32221

Attention: Alberto Rocha, Sales Director, Americas

32.2 CHANGE OF ADDRESS - Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

33.0 TERMINATION

This Agreement may be terminated by the Authority at its convenience, or due to the fault of the Provider, by giving thirty (30) calendar days written notice to the Provider.

34.0 TERMINATION UNDER SECTION 287.135, F.S.

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 Provider is found to have submitted a false certification under Section 287.135(5), F.S., 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 is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

35.0 WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement 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 Agreement.

36.0 SECURING AGREEMENT DISCLOSURE

The Provider warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any person or company to secure this Agreement, other than a bonafide employee of Provider.

37.0 AMENDMENTS OR MODIFICATIONS

The terms of this Agreement may be amended, in writing, by the Agreement of both parties. Any modifications to the terms of this Agreement will only be valid when issued in writing as a properly executed Amendment to the Agreement and signed by both parties.

38.0 ACCEPTANCE

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

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

ATTEST: LINDA DOGGETT
Clerk of the Circuit Court

BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair or Vice Chair

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

By: _____
Port Authority Attorney's Office

Signed, Sealed and Delivered
in the presence of:

GSE HOLDINGS, INC., d/b/a ITW GSE,
INC., Provider

Witness

Authorized Signature for Provider

Witness

By: _____
Printed Name

SEAL

Title

EXHIBIT "A"

SCOPE OF SERVICES

Provider must furnish (2) NEW HOBART 3400 PCA 130 BRIDGE MOUNTED PRE-CONDITIONED AIR UNITS (PCA) ADF-130/2H PC Air, in Sherwin Williams "Fort Myers Beige" color code. No alternatives or substitutes will be allowed.

Authority will authorize purchase of the units during the month of March, 2020. Leadtime/production of the units must not exceed twelve (12) weeks from the date Authority issues a Purchase Order for the units. Installation of the bridge mounted pre-conditioned air units by the Provider may or may not be included in the scope of the work.

The bridge mounted preconditioned air units must be delivered complete and must include all mounting brackets and manuals. Provider must perform an initial inspection and commissioning of each unit.

Delivery shall be made FOB Destination to:

Southwest Florida International Airport
11000 Terminal Access Road
Fort Myers, FL 33913

EXHIBIT "B"

COMPENSATION SCHEDULE

Unit and Installation Costs

The price bid for the purchase and delivery of the bridge mounted pre-conditioned air units must be complete, including delivery, mounting brackets, manuals and in-process inspections for each jetbridge.

Cost per Unit - \$77,800.00

Installation Cost Per Unit - \$6,732.00 (If required)

If any pre-conditioned air unit fails within twelve (12) months after commissioning, the Authority will require an immediate on-site response from the Provider to determine the point of failure. In such cases, the Provider agrees to report on-site within twenty-four (24) hours from the time the call was made by the Authority.

On-Site Repair Visits

On-site responses within twenty-four (24) hours for one (1) year following the acceptance and commissioning of the units will be compensated at a fixed price per visit at a rate of \$240.00 per hour (15 minute increments).

Spare Parts

Provider will furnish spare parts for the Bridge Mounted Pre-Conditioned Air Units for a period of one (1) year following the acceptance and commissioning of the units. Each invoice shall indicate the price of the spare part and Provider shall not include a spare part percentage mark-up. Invoices for spare parts must be accompanied by documentation showing the Provider's cost for the spare part provided.

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|--|---|
| <p>1. REQUESTED MOTION/PURPOSE: Request Board approve the use of up to \$110,000 in Passenger Facility Charge (PFC) funds to replace forty (40) sets of Personal Protective Equipment (PPE) for the Aircraft Rescue and Fire Fighting Department personnel.</p> <p>2. FUNDING SOURCE: PFC account VB5131541231.506410.</p> <p>3. TERM: NA</p> <p>4. WHAT ACTION ACCOMPLISHES: Approve the use of PFC funds to replace forty (40) sets of PPE for ARFF personnel.</p> | <p>5. CATEGORY: 10.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 2/18/2020</p> <p>7. BoPC MEETING DATE: 3/12/2020</p> |
|--|---|

8. AGENDA:

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. REQUESTOR OF INFORMATION:

(ALL REQUESTS)
 NAME Gary Duncan
 DIV. Aviation

10. BACKGROUND:

Our Aircraft Rescue Fire Fighting (ARFF) personnel wear Personal Protective Equipment (PPE), made up of coats, pants, helmets, gloves and boots when responding to certain emergencies. Currently, ARFF utilizes a combination of Proximity PPE (thermal silver suits) and Structural PPE (tan canvas suits). However, the ARFF industry has been trending toward the use of Structural PPE only since Structural gear has been found to be more durable, have a longer service life, cost less, and allow for increased mobility while retaining less heat. ARFF's current inventory of Proximity PPE (thermal silver coats and pants) is approaching their end-of-rated-service-life in accordance with National Fire Protection Agency (NFPA) and Federal Aviation Administration (FAA) standards.

In October of 2019, FAA approved the use of PFC funds to replace forty (40) sets of Proximity PPE (coats and pants) with Structural PPE. As such, staff intends to exercise the approved LCPA Purchasing cooperative procurement option and utilized a contract with Lake County, Florida, Procurement Services, contract #17-0606H entitled *Fire Equipment Parts – Supplies – Services*, awarded to Municipal Equipment Company, LLC to purchase the PPE. Through this contract, LCPA has received a quote for \$98,960.00 using one of the PPE vendors (Janesville) listed in the contract that offers a 35% discount off the list price for PPE. We have found the use of other government agency public cooperative procurement contracts that competitively solicited goods and/or services typically results in cost savings along with reducing the administrative time and expenses associated with our internal competitive procurement process.

Although the quoted amount of \$98,960 is just below the Executive Director's signing authority, a ~10% contingency has been added to this request in case additional PPE will be required to be purchased at the time the order is placed later in the year.

11. RECOMMENDED APPROVAL

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

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

- APPROVED
 APPROVED as AMENDED
 DENIED
 OTHER

13. PORT AUTHORITY ACTION:

- APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER

Background (continued)

Attachments:

Municipal Equipment Company, LLC Quote

Service Provider Agreement –Municipal Equipment Company



Entered Date	Taken By	Customer #	Order #
10/31/19	JE01	12280	412146-00
PO #	Requested Ship Date	Page #	
	11/1/19	1	

Bill To	Ship To
ACF AIRCRAFT RESCUE LEE COUNTY FINANCE DEPT. P.O. BOX 2463 FORT MYERS, FL 33902	ACF AIRCRAFT RESCUE LEE COUNTY PORT AUTHORITY 17211 Perimeter Road FORT MYERS, FL 33913

Correspondence To
MUNICIPAL EQUIPMENT CO, LLC 2049 WEST CENTRAL BOULEVARD EMAIL: SALES@MECOFIRE.COM PHONE (800) 228-8448 ORLANDO, FL 32805

Instructions			
Ship Point	Via	Shipped	Terms
MUNICIPAL EQUIPMENT - FLORIDA	Fedex		NET 30 DAYS

Notes
FREIGHT INCLUDED. QUOTE EXPIRES 3/31/20

Line	Product and Description	UPC Item	Order Quantity	Shipped Quantity	Qty UM	Unit Price	Price UM	Amount(Net)
1	CVBM-32 JANESVILLE V-FORCE BI-SWING COAT, 32" LENGTH, 6.5 OZ. GOLD ARMOR 40/32/R TEJADA 44/32/R BOODHAI 44/32/R PEREZ 44/32/R GIBSON 44/32/R PRICE 48/32/R SMITHWICK 48/32/R KOWALSKI 38/32/R PHILLIPS 48/32/R BURRELL 44/32/R ALLARD 48/32/R BRENNAN 46/32/R SAUER 42/32/R STACEY 46/32/R THROWER 46/32/R GAGNON	00000	19.00	19.00	each	1,366.00	each	25,954.00
2	M Memo: 46/32/R RIMES 52/32/R PICKERING 44/32/R STUTZ 44/32/R YOUNG	00000	1.00	1.00	EA	0.00	EA	0.00
3	CVBM-335 JANESVILLE V-FORCE BI-SWING COAT, 33.5" LENGTH, 6.5 OZ. GOLD ARMOR AP 46/33.5/R GRAHAM 48/33.5/R DIAZ 48/33.5/R ROSS 46/33.5/R SYVRET 48/33.5/R BRIDGE 42/33.5/R MOREJON 48/33.5/R MORAN 44/33.5/R MAGOON 46/33.5/R JONES 44/33.5/L JOHNSON 44/33.5/L BELL	00000	15.00	15.00	each	1,366.00	each	20,490.00

Line	Product and Description	UPC Item	Order Quantity	Shipped Quantity	Qty UM	Unit Price	Price UM	Amount(Net)
	42/33.5/L SITTS 48/33.5/L GARCIA 42/33.5/R DAVIS							
4	M Memo: 44/33.5/L WALKER	00000	1.00	1.00	EA	0.00	EA	0.00
5	CVBM-35 JANESVILLE V-FORCE BI-SWING COAT, 35" LENGTH, 6.5 OZ. GOLD ARMOR AP 50/35/L OVERBEE 50/35/R HESTER 44/35/L MEISER 46/35/L MURPHY 46/35/XL SPILLER 54/35/R DOERR	00000	6.00	6.00	each	1,366.00	each	8,196.00
6	PVFM JANESVILLE V-FORCE LOW RISE PANT WITH SUSPENDER 6.5 OZ. GOLD ARMOR AP 44L SR848X GRAHAM 46L SR848X DIAZ 46L SR848X ROSS 40L SR842X SYVRET 46L SR848X BRIDGE 36R SR842X TEJADA 38L SR848X MOREJON 46L SR848X OVERBEE 44L SR842X BOODHAI 42R SR842X PEREZ 46L SR848X HESTER 42R SR842X GIBSON 38L SR842X PRICE 42R SR842X SMITHWICK 44L SR848X MORAN	00000	40.00	40.00	each	1,108.00	each	44,320.00
7	M Memo: 42L SR848X MAGOON 48R SR842X KOWALSKI 34L SR848X PHILLIPS 40L SR848X MEISER 44R SR848X JONES 44R SR842X BURRELL 40XL SR854X JOHNSON 40L SR842X ALLARD 40XL SR848X BELL 42XL SR848X MURPHY 44L SR842X BRENNAN 44L SR842X SAUER 38L SR848X SITTS 44L SR848X GARCIA 42 XXL SR848X SPILLER 38L SR842X STACEY	00000	1.00	1.00	EA	0.00	EA	0.00
8	M Memo: 40L SR842X THROWER 44R SR848X GAGNON 38L SR848X DAVIS 40L SR842X RIMES 42L SR842X PICKERING 40L SR848X STUTZ 48L SR848X DOERR 42L SR848X WALKER 42L SR842X YOUNG	00000	1.00	1.00	EA	0.00	EA	0.00
8	Lines Total		Total Order Quantity	84.00			Subtotal	98,960.00
							Taxes	0.00
							Total	98,960.00

LEE COUNTY PORT AUTHORITY
SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT is entered this ____ day of _____, 20____, between the LEE COUNTY PORT AUTHORITY, a political subdivision and special district of the State of Florida ("AUTHORITY"), at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and MUNICIPAL EQUIPMENT COMPANY, LLC, a Florida limited liability company, ("PROVIDER"), at 2049 West Central Boulevard, Orlando FL 32805, Federal Identification Number 59-3624496.

WITNESSETH

WHEREAS, the Authority desires to obtain goods and/or services from Provider as described below for the purchase of fire equipment parts, supplies and services; and,

WHEREAS, following a competitive solicitation process the Provider has been awarded and entered an agreement with Lake County, Florida, to provide similar goods and services under Contract #17-0606H, dated March 21, 2017 (the "Lake County Agreement") per Invitation to Bid 17-0606; and,

WHEREAS, Provider and Lake County have agreed that the Lake County Agreement is eligible for piggyback purchases and that the terms and pricing of the Lake County Agreement may be utilized by other local governments to obtain similar goods and services; and

WHEREAS, the Authority desires to purchase goods and services from the Provider under the same terms and conditions as in the Lake County Agreement.

NOW, THEREFORE, in consideration of the foregoing and the provisions contained herein, and the mutual consideration described below, the parties agree as follows:

1.0 RECITALS

The recitals set forth above are true and correct and are incorporated into the terms of this Agreement as if set forth herein at length.

2.0 SCOPE OF SERVICES

Provider hereby agrees to provide the goods and/or perform the services described in the Lake County Agreement, attached hereto as Exhibit "A" and made a part

of this Agreement, with "Authority" being substituted for "Lake County" in each instance where it appears.

3.0 INVITATION TO BID - INCORPORATION BY REFERENCE

It is the intent of the parties to allow Authority to "piggy-back" the Lake County Agreement as permitted by that Agreement and the Port Authority Purchasing Manual. The terms of the Invitation to Bid 17-0606 and the Lake County Agreement are hereby merged into and incorporated by reference as part of this Agreement. If there are any conflicts between the terms of the Invitation to Bid and this Agreement, or the terms of the Lake County Agreement, attached as Exhibit "A" and this Agreement, the terms of this Agreement will control.

4.0 TERM OF AGREEMENT

The term of this Agreement begins on the first date written above and will continue until June 30, 2020 (the "Expiration Date"). If the Lake County Agreement is extended by Lake County, Authority may extend the term of this Agreement for two (2) additional one (1) year terms, on the same terms and conditions until June 30, 2020. After notice from Lake County that the term of the Lake County Agreement has been extended, Authority may extend the term of this Agreement to match by giving Provider notice of its intent to extend the term at least thirty (30) days prior to the Expiration Date of any extended term.

No price adjustment for any extended term will be allowed, unless the adjustment has first been accepted by Lake County under the terms of the Lake County Agreement and then accepted by Authority in writing prior to the start of any extended term.

5.0 STANDARDS OF SERVICE

Provider agrees to provide all goods and perform all services under this Agreement in accordance with generally accepted standards of practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agency that regulates or has jurisdiction over the services to be provided and/or performed by the Provider.

6.0 INDEMNIFICATION AND HOLD HARMLESS

The Provider agrees to be liable for, and shall indemnify, defend and hold harmless Lee County and Authority and their respective commissioners, officers, employees and agents, from and against any and all claims, liabilities, suits, judgments for damages, losses and expenses, including but not limited to court costs, expert witness and professional consultation services, and reasonable attorneys' fees arising out of or resulting from the Provider's services or provision of goods under this Agreement, or Provider's errors, omissions, negligence, recklessness, or the intentional misconduct of Provider or any agent, employee or other person employed or used by Provider in

performance of services under this Agreement regardless of whether or not caused by a party indemnified hereunder.

7.0 COMPENSATION AND METHOD OF PAYMENT

7.1 METHOD OF PAYMENT - The Authority shall pay the Provider for all requested and authorized goods provided or services completed in accord with "Attachment 2 – Pricing Form" of the Lake County Agreement, which is incorporated herein by reference, and with the requirements, provisions, and/or terms of the Lake County Agreement.

7.2 PAYMENT SCHEDULE - The Authority shall issue payment to the Provider within thirty (30) calendar days after acceptance of the goods or services and receipt of an invoice from the Provider that is in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the Authority object or take exception to the amount of any Provider's invoice, the Authority shall notify the Provider of such objection or exception within thirty (30) days. If such objection or exception remains unresolved at the end of the thirty (30) day period, the Authority shall withhold the disputed amount and make payment to the Provider of all amounts not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

8.0 FAILURE TO PERFORM

Should the Provider fail to commence, provide, perform and/or complete any of the services and work required under this Agreement in a timely and diligent manner, the Authority may consider such failure as cause to terminate this Agreement. As an alternative to termination, the Authority may, at its option, withhold any or all payments due and owing to the Provider, not to exceed the amount of the compensation for the work in dispute, until such time as the Provider resumes performance of its obligations in accordance with the time and schedule of performance requirements set forth in this Agreement.

9.0 ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The Provider shall not assign or transfer any of its rights, benefits or obligations hereunder without prior written approval of the Authority. The Provider shall have the right, subject to the Authority's prior written approval, to employ other persons and/or firms to serve as subcontractors to Provider for the Provider's performance of services and work under this Agreement.

10.0 PROVIDER AN INDEPENDENT CONTRACTOR

The Provider is an independent contractor and is not an employee or agent of the Authority. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the Authority and the Provider, its

employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. Nor shall anything contained herein be deemed to give any such party a right of action against Authority beyond such right as might otherwise exist without regard to this Agreement.

11.0 F.A.A. NON-DISCRIMINATION CLAUSE

The Provider, for itself, its successors in interest, and assigns, as part of the consideration hereof, agrees that it shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Provider shall carry out applicable requirements of 49 CFR Part 23 and Part 26 in the award and administration of DOT-assisted contracts. Failure by the Provider to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Port Authority deems appropriate.

12.0 NOTICE REGARDING PUBLIC ENTITY CRIMES

Section 287.133(2)(a) F.S. prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services.

Section 287.133(3)(a) (1995) requires the Authority to notify Bidder/Lessee/Tenant of the provisions of Section 287.133(2)(a) F.S. following a conviction for a public entity crime from:

- A. Contracting to provide goods or services to a public entity.
- B. Submitting a bid on a contract for construction or repair of a public building or public work.
- C. Submitting bids on leases of real property to a public entity.
- D. Being awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of \$35,000.00.

The prohibitions listed above apply for a period of thirty-six (36) months from the date a person or an affiliate is placed on the convicted vendor list.

13.0 MAINTENANCE OF RECORDS

The Provider will keep and maintain adequate records and supporting documentation concerning the procurement and applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the Provider for a minimum of five (5) years from the date final payment has been made or termination of this Agreement, or for such period as required by law.

The Authority, the FAA, the Comptroller General of the United States and their authorized agents shall, with reasonable prior notice, have the right to audit, inspect and

copy all such records and documentation as often as they deem necessary during the period of this Agreement, and during the period set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the Provider.

14.0 NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

15.0 GOVERNING LAW

This Agreement shall be interpreted, construed and governed by the laws of the State of Florida. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement shall be brought either in the Florida state courts in Lee County, Florida, or in the United States Federal District Court for the Middle District of Florida, Fort Myers Division. The prevailing party in any such suit or action shall be entitled to recover their reasonable attorneys' fees and court costs.

16.0 PROHIBITED INTERESTS

No member, officer or employee of the Port Authority or of the locality during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

17.0 LOBBYING CERTIFICATION

The Port Authority agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Port Authority, to any person for influencing or attempting to influence any officer or employee of any Federal agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the Port Authority to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Port Authority shall require that the language of this section be included in this award document and any award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

18.0 COVENANTS AGAINST DISCRIMINATION

18.1 DBE POLICY. It is the policy of the Department of Transportation (the "DOT") that Disadvantaged Business Enterprises ("DBE's") as defined in 49 CFR Part 23 and Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Part 26 apply to this Agreement. The Provider agrees to ensure that DBE's as defined in 49 CFR Part 23 and Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Provider shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 and Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts.

18.2 PROMPT PAYMENT REQUIREMENTS. Authority has adopted a DBE Program in compliance with 49 CFR Part 26, therefore, the following requirement will apply to all contracts funded, either wholly or in-part, with DOT financial assistance:

Provider agrees to pay each subconsultant under this contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment Provider receives from Authority. Provider agrees further to return any retainage payments to each subconsultant within thirty (30) days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment beyond these time limits may occur only for good cause following written approval of the delay by Authority. This clause applies to both DBE and non-DBE subconsultants.

18.3 INCORPORATION OF PROVISIONS. Provider shall include the provisions of paragraphs 18.1 through 18.2 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Provider shall take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Provider may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Provider may request the United States to enter into such litigation to protect the interests of the United States.

19.0 NONDISCRIMINATION CLAUSE

Pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights

Act of 1964, the Restoration Action of 1987, the Florida Civil Rights Act of 1992, and as said Regulations may be amended, the Contractor/Consultant must assure that "no person in the United States shall on the basis of race, color, national origin, sex, creed or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," and in the selection and retention of subcontractors/subconsultants, including procurement of materials and leases of equipment.

The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

20.0 GENERAL CIVIL RIGHTS CLAUSE

The Contractor agrees to comply with pertinent statute, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

21.0 E-VERIFY CLAUSE

Provider agrees that it will enroll and participate in the U.S. Department of Homeland Security's E-Verify Program for Employment Verification in accordance with the terms governing use of the Program. The Provider further agrees to provide the Authority with proof of such enrollment within thirty (30) days of the date of this Agreement. Once enrolled, Provider agrees to use the E-Verify Program to confirm the employment eligibility of:

- 21.1. All persons employed by Provider during the term of this Agreement
- 21.2. All persons, including contractors and subcontractors, assigned by the Provider to perform work or provide services under the Agreement.

Provider further agrees that it will require each contractor or subcontractor performing work or providing services under this Agreement to enroll in and use the U.S. Department of Homeland Security's E-Verify Program for Employment Verification to verify the employment eligibility of all persons employed by the contractor or subcontractor during the term of this Agreement.

Provider agrees to maintain records of its participation and compliance with the provisions of the E-Verify Program, including participation by its contractors and subcontractors as provided above, and to make such records available to the Authority or other authorized state or federal agency consistent with the terms of this Agreement.

Compliance with the terms of this Section is made an express condition of this Agreement, and the Authority may treat failure to comply as a material breach of the Agreement and grounds for immediate termination.

22.0 HEADINGS

The headings of the Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Sections, Exhibits and Attachments.

23.0 ENTIRE AGREEMENT

This Agreement, including the referenced Exhibits and Attachments, constitutes the entire Agreement between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.

24.0 NOTICES AND ADDRESS

24.1 All notices required and/or made pursuant to this Agreement to be given by either party to the other shall be in writing and shall be delivered by hand or by United States Postal Service, first class mail service, postage prepaid, and addressed to the following addresses of record:

LEE COUNTY PORT AUTHORITY
11000 Terminal Access Road, Suite 8671
Fort Myers, FL 33913
Attention: Airport Purchasing Manager

MUNICIPAL EQUIPMENT COMPANY, LLC
2049 West Central Boulevard
Orlando, FL 32805

Attention: Dale West, Vice President

24.2 CHANGE OF ADDRESS - Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

25.0 TERMINATION

This Agreement may be terminated by the Authority at its convenience, or due to the fault of the Provider, by giving thirty (30) calendar days written notice to the Provider.

26.0 TERMINATION UNDER SECTION 287.135, F.S.

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., 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 is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

27.0 WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement 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 Agreement.

28.0 SECURING AGREEMENT DISCLOSURE

The Provider warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any person or company to secure this Agreement, other than a bonafide employee of Provider.

29.0 AMENDMENTS OR MODIFICATIONS

The terms of this Agreement may be amended, in writing, by the Agreement of both parties. Any modifications to the terms of this Agreement will only be valid when issued in writing as a properly executed Amendment to the Agreement and signed by both parties.

30.0 ACCEPTANCE

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

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

ATTEST: LINDA DOGGETT
Clerk of the Circuit Court

BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
Deputy Clerk


By: _____
Chair or Vice Chair

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

By: _____
Port Authority Attorney's Office

Signed, Sealed and Delivered
in the presence of:

MUNICIPAL EQUIPMENT COMPANY,
LLC, PROVIDER



Witness

By: 

Authorized Signature for Provider



Witness

Mathew Fenneman

Printed Name

SEAL

President

Title

EXHIBIT "A"

LAKE COUNTY AGREEMENT



CONTRACT NO. 17-0606H

Fire Equipment Parts – Supplies - Service

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of Municipal Equipment Company LLC (hereinafter "Contractor") to supply fire equipment parts, supplies, and services to the County pursuant to County Bid number 17-0606 (hereinafter "Bid"), addenda nos. 1 and 2, opening date 12/13/2016 and Contractor's Bid response thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through.

No financial obligation under this contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: Insurance Certificate – an acceptable insurance certificate (in accordance with Section 1.8 of Bid) must be received and approved by County Risk Management prior to any purchase transactions against the contract.

The County's Procurement Services Manager shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from July 1, 2017 through June 30, 2018 except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for four (4) one year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Manager.

LAKE COUNTY, FLORIDA

By: 
Senior Contracting Officer

Date: 3-21-2017

Distribution: Original-Bid File
Copy-Contractor
Copy-Department

"Earning Community Confidence Through Excellence in Service"

Office of Procurement Services
Tavares, Florida 32778-7800

315 W. Main, Suite 441
Ph (352) 343-9839

P.O. Box 7800
Fax (352) 343-9473



**LAKE COUNTY
FLORIDA**

INVITATION TO BID (ITB)

FIRE EQUIPMENT - PARTS - SUPPLIES - SERVICE

ITB Number:	<u>17-0606</u>	Contracting Officer:	<u>D. Villinis</u>
Bid Due Date:	<u>December 13, 2016</u>	Pre-Bid Conf. Date:	<u>Not Applicable</u>
Bid Due Time:	<u>3:00 p.m.</u>	ITB Issue Date:	<u>October 24, 2016</u>

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable to this ITB
Certificate of Competency/License:	Not applicable to this ITB
Indemnification/Insurance:	Section 1.8
Pre-Bid Conference/Walk-Thru:	Not applicable to this ITB

At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the official bid due date. When countersigned by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document (See Provision 1.13). Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: MUNICIPAL EQUIPMENT Co. LLC Phone Number: 1-800-228-8448
 E-mail Address: DALEWEST@MECOFIRE.COM Contact Person: DALE WEST

Section 1.1: Purpose

The purpose of this solicitation is to establish multiple term and supply contracts for the purchase of various brands of parts, supplies, equipment, and services used by the County on an as needed basis in conjunction with its public safety needs.

This is an indefinite quantity contract with no guarantee goods or services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this Invitation to Bid (ITB).

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than seven (7) working days before the bid due date.

Donna Villinis, CPPB, Senior Contracting Officer
Lake County HCC
Office of Procurement Services
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800

Phone: 352-343-9839 Fax: 352-343-9473
E-mail: dvillinis@lakccountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

Section 1.3: Method of Award

The County intends to award multiple contracts under this solicitation to maximize coverage for the variety of brands it purchases for its operations. It is anticipated that multiple vendors may be awarded for the same brand. In this case, the County may request quotes from vendors under contract for the same brand if discounts are equal or if stocking issues are concerns.

As the best interests of the County may require, the County reserves the right to reject any and all offers or to waive any minor irregularity or technicality in bids received.

Section 1.4: Pre-Bid Conference / Site Visits

Not applicable to this solicitation.

Section 1.5: Term of Contract

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services, and contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract pricing resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Section 1.6: Option to Renew

The County shall have the option to renew this contract for four (4) additional one (1) year period(s). Prior to the completion of each exercised term of this contract, the vendor shall be notified in writing of the County's intent to renew. It is the vendor's responsibility to request any pricing adjustment in writing under this provision at the time of renewal. The vendor's written request for adjustment should be submitted at least thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase (with copies of manufacturer's invoices, notices of price increases, etc.). If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Section 1.7: Method of Payment

Invoices shall be sent to the County user department(s) that requested the items through a purchase order. The date of the invoice shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoice be submitted to the County in advance of the delivery and acceptance of the items. In addition to the general invoice requirements stated below, the invoice shall reference, or include a copy of, the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate

SECTION 1 – SPECIAL TERMS AND CONDITIONS

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County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.8: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$500,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including all owned, non-owned, scheduled and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000

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Property Damage \$100,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.) If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured, he or she will not hold the County responsible for any payment or compensation.

Employers Liability Insurance with the following minimum limits and coverage:

Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

SECTION 1 -- SPECIAL TERMS AND CONDITIONS

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All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.9: Bonding Requirements

Not applicable to this solicitation.

Section 1.10: Delivery

The vendor shall make deliveries within ten (10) calendar days after the date of the order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor(s), except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Delivery of emergency orders shall be within forty-eight (48) hours. No stock deliveries will be accepted on Saturdays, Sundays, or County holidays. The ordering department will advise vendor if the order is an emergency when placed.

Should the vendor(s) to whom the contract(s) is awarded fail to deliver the required goods or services under a specific order in the number of days stated above, the County reserves the right to cancel the specific order under the contract on a default basis after any back order period that has been specified in this contract has lapsed. If the specific order is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent vendor with any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract in its entirety for default.

Certain County employees may be authorized in writing to pick-up materials under this contract. Vendors shall require presentation of this written authorization. The vendor shall maintain a copy of the authorization. If the vendor is in doubt about any aspect of material pick-up, vendor shall contact the appropriate user department to confirm the authorization.

Section 1.10.1: Shipping Terms, F.O.B. Destination- Inside Delivery

The F.O.B. point for any product ordered as a result of this solicitation shall be **F.O.B.: DESTINATION – INSIDE DELIVERY**. The title for each item will pass from the contractor to the County only after the County receives AND accepts each item. Delivery will not be complete until the County has accepted each item. Delivery to a common carrier shall not constitute delivery to the County. Any transportation dispute shall be between the contractor and the carrier. The County will not consider any bid or proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

Section 1.10.2: Back Orders

If the vendor cannot deliver an ordered item in accordance with the scheduled delivery date due to a current existing backorder of that item with the vendor's manufacturer or distributor, the vendor shall insure that such back orders are filled within ten (10) calendar days from the initial scheduled delivery date for the item. The vendor shall not invoice the County for back ordered items until such back orders are delivered and accepted by the County's authorized representative. It is understood and agreed that the County may, at its discretion, verbally cancel back orders after the grace period identified in this paragraph has lapsed, seek the items from another vendor, and charge the incumbent vendor under this contract for any directly associated re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

Section 1.11: Acceptance of Goods or Services

The product(s) delivered as a result of an award from this solicitation shall remain the property of the contractor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor's expense, requiring the vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the County for any contract or financial obligation.

Section 1.11.1: Deficiencies to be corrected by the Vendor

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within ten (10) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within ten (10) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs, either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

Section 1.12: Warranty

The vendor agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the vendor gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the County by any other provision of this solicitation.

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose.

Section 1.13: Delivery of Solicitation Response

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

The exterior of each envelope/package shall be clearly marked with the bidder's name and address, and the solicitation number and title. Ensure that your bid or proposal is securely sealed

SECTION 1 – SPECIAL TERMS AND CONDITIONS

ITB Number: 17-0606

In an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date stated in the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 441
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)**, please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.14: Completion Requirements for Bids

The bid submittal shall consist of this entire ITB document, with required sections completed by the vendor. Ensure that you sign the bid in the certification box in Section 4. **One (1) signed original, two (2) complete hardcopies, and one electronic copy (jump drive/CD) of the bid shall be sealed and delivered to the Office of Procurement Services no later than the official bid due date and time. Any bid received after this time will not be considered and will be returned unopened to the submitter.** The County is not liable or responsible for any costs incurred by any Bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your bid, you are making a binding offer to the County and are agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the bid proposal must initial the change. The bid shall be manually signed in **BLUE INK** by an official authorized to legally bind the Bidder to its provisions.

COMPLETION OF BID PACKAGE: The vendor shall complete all required entries in Section 4 of the bid form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The vendor shall submit the entire solicitation with all Section 4 entries completed in the number of copies specified to the address specified in this solicitation. The vendor shall also submit any supporting documents (to include proof of insurability and provision of bid bonds as required), samples, and/or descriptive literature required by any of the provisions in Section 2 of the solicitation in a separate sealed envelope / package marked "Literature for Bid 17-0606." Do not indicate bid prices on literature.

Specific Completion Directions:

- The bid submittal shall consist of this entire ITB document, with required sections completed by the vendor.
- Complete the requested information at the bottom of the ITB cover page (page 1).
- Pricing shall be completed as directed within Section 4.
- Initial and date in **BLUE INK** the appropriate space(s) in Section 4 for each addendum (if any) issued for this ITB.
- Insert any prompt payment discount that you will offer. Note payment terms are **NET 30 DAYS** otherwise.
- Complete the reference form (include at least three references) contained within the solicitation as Attachment 1.
- Complete all certifications, vendor information, and ensure that you sign the bid (in **BLUE** ink) in the certification box
- Provide proof of insurance in compliance with the stated requirements in section 1.8 by submitting either a certificate of insurance or evidence of insurability.

Section 1.15: Availability of Contract to Other County Departments

Although this solicitation is specific to one or more County Departments, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the vendor(s) at the contract price(s) established herein. Under these circumstances, a contract modification shall be issued by the County identifying the requirements of the additional County department(s).

Section 1.16: Business Hours of Operations

Deliveries shall be made during regular business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.) No deliveries or work (if vendors provides equipment service) shall be performed after regular business hours or on Saturdays, Sundays, or County holidays except when necessary in an emergency situation, for the proper care and protection of the work already performed, and/or when permission to do such work is secured from the County Department representative. No overtime work shall be started without prior approval of the immediate project manager or his/her designated representative.

Section 1.17: Catalogs/Price Lists

The vendor shall provide its website address on page 21 of Section 4 where product catalogs and price lists are available for viewing and/or downloading.

With the bid submittal, the vendor shall include a CD or thumb drive of the current catalogs and manufacturer's price lists for the brands quoted. Failure to meet this requirement may result in the offer being rejected. Upon request, the vendor shall provide hardcopies of the manufacturer's product catalogs and price lists at no additional cost to the County.

Section 1.18: Compliance with Federal Standards

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

Section 1.19: Hourly Rates

The hourly rate quoted shall be deemed to provide full compensation to the vendor for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The vendor shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida. If overtime is allowable under this contract, it will be covered under a separate item in the special clauses.

Section 1.20: Labor, Materials, and Equipment Shall be Supplied by the Vendor

Unless otherwise stated in this solicitation, for service to be performed, the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

Section 1.21: Purchase of Other Brands

Although this solicitation and resultant contract identifies specific brands, it is hereby understood and agreed that additional brand(s) may be added to this contract at the option of the County. Under these circumstances, a County representative will contact vendor(s) to obtain a quote for the additional brand(s). If the discount proposed by the vendor for the additional brand(s) is considered to be fair and reasonable, then the brand(s) would be added to the contract through the issuance of a modification to the contract.

The incumbent vendor(s) has/have no exclusive right to provide these additional brand(s). The County reserves the right to award additional brand(s) to the lowest priced contract vendor, to multiple contact vendors, or to acquire the items through a separate solicitation if it determines

the price discount offered is not fair or reasonable or for other reasons at the County's sole discretion.

Section 1.22: Rebates and Special Promotions

All rebates and special promotions offered by a manufacturer during the term of the contract shall be passed on by the vendor(s) to the County. It shall be the responsibility of the vendor to notify the County of such rebates and/or special promotions during the contract period.

Special promotions shall be offered by the vendor(s) to the County provided that the new price charged for the item(s) is lower than would otherwise be available through the contract. It is understood that these special promotions may be of a limited duration. At the end of such promotion, the standard contract price shall prevail.

Section 1.23: Repair and Parts Manuals to be Provided

The vendor shall supply the County with a minimum of one (1) comprehensive repair and parts manual which identify the component parts, and which describe the appropriate process for repairing the equipment purchased by the County in conjunction with this solicitation. The manuals shall be supplied prior to, or upon, delivery of the equipment. Final payment shall be withheld until such time as these manuals are received by the County.

Section 1.24: Risk of Loss

The vendor assumes the risk of loss of damage to the County's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the County. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

The vendor shall indemnify and hold the County harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this contract. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

Section 1.25: Safety

The vendor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The vendor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to persons or property.

The vendor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The vendor shall designate a competent person of its organization whose duty shall be the prevention of accidents at this site. This person shall be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with management personnel. This person shall be the vendor's superintendent unless otherwise designated in writing by the vendor to the Contract Manager.

Section 1.26: Special Notice to Vendors Regarding Federal and/or State Requirements

Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- 1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
- 2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

Section 1.27: Training

When applicable, the vendor shall supply the County with a minimum of one (1) comprehensive training manual which describes the appropriate use of the equipment purchased by the County in conjunction with this solicitation. The manual(s) shall be included with the equipment upon delivery. Final payment shall be withheld until such time as these manuals are received by the County.

Upon request, the vendor shall provide an intensive training program to County employees regarding the use of the products or services supplied by the vendor in conjunction with this solicitation. This training shall be no additional charge to the County. The vendor shall bear all costs of registration fees and manuals and texts, or other instructional materials associated with the required training.

Section 1.28: Wage Rates

Under this contract, the wage rate paid to all laborers, mechanics and apprentices employed by the vendor for the work under the contract, shall not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the state Agency For Workforce Innovation by rule, whichever is higher.

SCOPE OF SERVICES

General Requirements

It is the intent of the County to establish multiple contracts for its annual requirements for fire equipment, parts, supplies, and/or services for the County's Public Safety Department, Fire Rescue Division, and the County's Fleet Management Division.

The vendor hereby acknowledges and agrees that all parts and/or materials supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose unless recycled, used, or remanufactured goods are specifically requested or approved at the time the order is placed.

Emergency/Disaster deliveries may be required during non-business hours. Vendors shall submit a contact person's name and telephone number where requested in the Pricing Section for emergency orders.

It is the vendor's responsibility to ensure that the County has received the latest version of any MSDS required by 29 CFR 1910.1200 with the first shipment of any hazardous material. Also, at any time the content of an MSDS is revised, the vendor shall promptly provide a new MSDS to the County with the new information relevant to the specific material.

The vendor shall be required to furnish price lists on jump drive or CD upon request from the Public Safety Department or Fleet Management Division at no charge. This price list shall provide descriptive literature, technical data and service information for items awarded. Time of delivery for these lists shall be mutually agreed upon by the vendor and the County representative.

Repair Services

Unless otherwise stated in this solicitation, the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. The vendor(s) shall possess all special hand tools and special equipment recommended by the equipment and part manufacturer(s) to effectively and efficiently make repairs. The vendor(s) shall abide by OSHA requirements and the staff assigned to the County's projects shall be ASE or factory certified. All material, workmanship, and equipment shall be subject to the inspection and approval of the Public Safety Department.

Vendor(s) shall be required to submit a written estimate for each prospective project under this contract before a work order for that specific project is issued. The estimate must reflect the regular hourly wages for each classification represented in this contract, and the percentage discounts or mark-ups for materials and equipment that were quoted by the vendor on its initial offer or the most current contract pricing. The estimate shall be itemized by the number of work hours per classification, and by the cost of materials and equipment. Lump sum estimates will not be accepted. If multiple vendors are available to quote an estimate for the specific work, the County reserves the right to award the project based on the lowest written estimate, or to reject all estimates when such action is determined to be in the best interests of the County, and obtain the required services from another source of supply.

SECTION 2 – STATEMENT OF WORK

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Upon approval of the estimate, the County's authorized representative shall generate and issue a Work Order for the specific repair project. The Work Order shall include the scope of work to be completed. For purposes of identification and payment, the Work Order shall be numbered and dated. The vendor's name shall then be entered on the Work Order and that order will then be issued to the vendor. The Work Order shall also direct the vendor to commence work on a certain day and it shall specify the amount of time allotted for completion of work covered by the Work Order. All work covered by a Work Order shall constitute a Contract Schedule.

Delivery Locations

Fire Rescue Vehicle Maintenance/Fleet Division
25028 Kirkwood Avenue
Astatula, FL 34705

Department of Public Safety
Fire Station No. 20
37711 SR 19
Umatilla, FL 32784

Department of Public Safety
315 W Main St
Suite 411
Tavares, FL 32778

County Fleet Management Division
20423 Independence Boulevard
Groveland, FL 34736

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Bid: Shall refer to any offer(s) submitted in response to this ITB.

Bidder: Refers to any entity that submitted a bid under an ITB.

Contract: The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to which award has been made.

County: Shall refer to Lake County, Florida.

Invitation to Bid (ITB): Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.

Modification: A written change to a contract.

Responsible: Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.

Responsive: Refers to a bidder that has taken no exception or deviation from the terms, conditions, and specifications in an ITB.

Solicitation: The written document requesting sealed bids or proposals from the marketplace.

Vendor: A general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established that the words "shall", "must", or "will" are equivalents within this ITB and indicate a mandatory requirement which shall not be waived by the County.

3.2 INSTRUCTIONS TO BIDDERS**A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership
3. Drug-Free Workplace
4. W-9 and 8109 Forms - The vendor must furnish these forms upon request as required by the Internal Revenue Service.
5. Social Security Number - The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.I.C.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit
9. Non-discrimination
10. Family Leave
11. Antitrust Laws - By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, 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 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 287.033 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the bid due date. Such inquiries shall contain the requestor's name, address, and telephone number. The Procurement Services Office

may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder's responsibility to ensure receipt and to acknowledge all addenda and any accompanying documentation. Failure to acknowledge such addenda may prevent the bid from being considered for award.

D. Contents of Solicitation and Bidders' Responsibilities

It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Stated unawareness of contractual terms and conditions will not be accepted as a basis for varying the requirements of the County or the amount to be paid to the vendor.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation with any employee, agent, or any other representative of the County except as authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are written documents from the vendor addressed to the designated procurement representative and relevant documents transmitted by the designated procurement representative.

F. Change to, Withdrawal of, or Mistake in Bid

Change to Bid: Prior to bid opening, a bidder may change its bid by submitting a new bid with notice on the firm's letterhead, signed by an authorized agent, stating that the new submission replaces the original submission. The new submission shall contain all information as required for submitting the original bid.

Withdrawal of Bid: A bid may be withdrawn, either physically or by written notice, at any time prior to the bid due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid due date and time. A bid may also be withdrawn after expiration of the specified bid acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

Mistake in Bid: Any allegation of mistake in Bid shall be treated on a case-by-case basis. It is to be assumed that any alteration in bid price after receipt of bids will be exceptional in nature, and will be allowed only when substantiated by current legal precedents.

G. Conflicts within the Solicitation

Where there appears to be a conflict between contractual terms and conditions, the technical specifications, the pricing section, or any addenda issued, the order of precedence shall be: last addendum issued, the pricing section, the technical specifications, the special, and these general conditions. It is incumbent upon the vendor to identify such conflicts prior to the bid response date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

3.3 PREPARATION OF BIDS

A. The Pricing Section of this solicitation defines the goods or services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of the form may result in the rejection of the bid.

B. The bid submitted must be legible and completed using typewriter, computer or ink. Any entry changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

SECTION 3 - GENERAL TERMS AND CONDITIONS

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- C. An authorized agent of the bidder's firm must sign the bid. **FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.**
- D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. Any bid received after the stipulated bid due date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.
- H. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination.

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, or evidence any prior understanding, agreement, or connection in such regard, such bids shall be presumed to be collusive. Related parties shall mean bidder or principals thereof that have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsive, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submission of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This solicitation does not commit the County to award nor be responsible for any cost or expense which may be incurred by any bidder in preparing or submitting a bid, or any cost or expense incurred prior to the execution of a purchase order or contract. By submitting a bid, the bidder also agrees that the County bears no responsibility for any costs of the bidder associated with any administrative or judicial proceedings resulting from this solicitation process.

3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for items specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials needed to fulfill contractual obligations with the County, nor is any vendor authorized to use the County Tax Exemptions for such purchases.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of a bid will be available for public inspection in compliance with

Chapter 119 of the Florida Statutes (the "Public Record Act"). The bidder should not submit any information which the bidder considers proprietary or confidential. The submission of any information to the County in connection with any solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any invitation to bid when it is in the best interest of the County.

3.11 AWARD

A. Unless otherwise allowed by statute or ordinance, award will be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.

B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.

C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.

D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.

E. Award will only be made to firms that satisfy all legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or conduct a pre-award qualification meeting to determine the responsibility and capacity of the bidder to perform. Award may be predicated on compliance with and submission of all required documents as stipulated in the solicitation.

F. The bidder's performance on previous County contracts shall be taken into account in evaluating the responsibility of a responding bidder.

G. All the bids will be resolved in accordance with written procedures in that regard.

H. A vendor wishing to protest any award decision resulting from this solicitation shall do as provided for in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the

County and the vendor(s). Exercise of the above options requires the prior approval of the Procurement Services Manager.

3.15 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.16 ESTIMATED QUANTITIES

Retained quantities or dollars are for bidder's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the vendor employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regard may result in termination of the contract for default.

3.22 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered as all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages,

including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.25 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred prior to the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or effect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or delay the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All pre-procurement cost shall be borne by the vendor.

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.29 RIGHT TO AUDIT

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly in this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for a minimum of three (3) years, or as required by Florida law, whichever is longer, following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material

SECTION 3 -- GENERAL TERMS AND CONDITIONS

ITB Number: 17-0606

suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS/COPYRIGHTS

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws and shall:

1. Keep and maintain public records required by the County to perform the services identified herein.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use this information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising therefrom, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this ITB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration application may be required prior to award of a contract. Any partnership submitting a bid in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations,

800.735.5111 (<http://www.dos.state.fl.us>)

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall not as the prime contractor and shall assume full responsibility for successful performance of the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from losses and/or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, regional disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise in any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For each contract that exceeds One Hundred Ninety Five Thousand dollars (\$195,000.00), any organization awarded a contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

3.38 TOBACCO PRODUCTION

Due to the acknowledged hazards arising from exposure to tobacco products, and to protect the public and employees' health, safety, comfort and environment, tobacco use is prohibited on any County owned building and property. Tobacco products include both smoking and smokeless tobacco.

ITB TITLE: FIRE EQUIPMENT - PARTS – SUPPLIES - SERVICE**NOTES:**

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being "estimated" quantities, vendors are advised to review the "Estimated Quantities" clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or "escalator" clause not specifically allowed for under the solicitation will not be considered.
- Unit prices shall govern for all services priced on that basis as requested under this solicitation.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.
- If the contractor has questions regarding the applicability of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records via the individual designated in provision 1.2 of this solicitation.

ACKNOWLEDGEMENT OF ADDENDA**INSTRUCTIONS:** Complete Part I or Part II, whichever applies

Part I:	
The bidder must list below the dates of issue for each addendum received in connection with this ITB:	
Addendum #1, Dated:	<u>11/22/16</u>
Addendum #2, Dated:	<u>11/30/16</u>
Addendum #3, Dated:	<u>N/A</u>
Addendum #4, Dated:	<u>N/A</u>
Part II:	
<input type="checkbox"/> No Addendum was received in connection with this ITB.	

PRICING SECTION – GENERAL INFORMATION
(Submit discounts and hourly service rates in Attachment 2 "Pricing Form")

1. Warehouse location:
Address: 2049 WEST CENTRAL BLVD.
City/State/Zip: ORLANDO, FL 32805
Telephone/Fax: 1-800-228-8448 / 1-877-775-2448
2. Shop location:
Address: SAME
City/State/Zip: _____
Telephone/Fax: _____
3. Website address for price lists/catalogs: WWW.MECOFIRE.COM
4. Standard Warranty: PER MANUFACTURER
5. Lead time: 1-90 DAYS
6. Minimum order (if any): N/A
7. Handling fee if less than minimum (if applicable): N/A
8. Does your firm offer pickup and delivery of vehicles and equipment needing repair?
Yes No Charge for delivery/pickup: N/A
9. Does your firm have towing capabilities? Yes No
Towing charges: _____
10. Will your firm accept Visa Purchasing Cards or E-Payable form of payment? Yes No
11. Vendor contact for emergency and/or disaster service 24 hours/7 days per week:
Name: DALE WEIT
Telephone: 407-843-3071 Cell: 407-963-5025
12. Exceptions to specifications:
Yes* No

* If yes, insert a separate sheet immediately following this page detailing exceptions.

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 17-0606

By Signing this Bid the Bidder Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. Yes No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? Yes No (Check one)

Certification Regarding Acceptance of County VISA-based Payment System

Vendor will accept payment through the County VISA- based payment system: Yes No

Reciprocal Vendor Preference:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): ORLANDO, FLORIDA
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: Yes No If "yes" is checked, provide supporting detail:

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

DUNS Number (Insert if this action involves a federal funded project):

General Vendor Information and Bid Signature:

Firm Name:	<u>MUNICIPAL EQUIPMENT Co., LLC</u>		
Street Address:	<u>2049 WEST CENTRAL BLVD., ORLANDO, FL 32805</u>		
Mailing Address (if different):	<u>SAME</u>		
Telephone No.:	<u>1-800-228-8448</u>	Fax No.:	<u>1-877-775-2448</u>
FEIN No.:	<u>59 - 3624496</u>	E-mail:	<u>DALEWETT@NECOFIRE.COM</u>
Prompt Payment Terms:	<u>0</u> % <u>30</u> days, net <u>30</u>		
Signature:	<u>[Signature]</u>	Date:	<u>12/7/16</u>
Print Name:	<u>DALE WETT</u>	Title:	<u>VICE PRESIDENT</u>

Award of Contract by the County: (Official Use Only)

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

Signature of authorized County official: [Signature] Date: 3-21-2017
 Printed name: SENIOR CONTRACTING OFFICER Title: DONNA VILLINIS

THE FOLLOWING DOCUMENTS ARE ATTACHED:

Attachment 1: Reference Form

Attachment 2: Pricing Form

ATTACHMENT 1 - REFERENCES

Agency	PALM BEACH COUNTY FIRE RESCUE
Address	2601 VISTA PARKWAY
City, State, ZIP	WEST PALM BEACH, FL 33411
Contact Person	WAYNE CHAMBERS
Telephone	561-233-0864
Date(s) of Service	VARIOUS
Type of Service	FIRE EQUIPMENT
Comments:	

Agency	MIAMI-DADE COUNTY FIRE RESCUE
Address	6000 S.W. 87TH AVENUE
City, State, ZIP	MIAMI, FL 33173
Contact Person	JAVIER WALLIS
Telephone	786-336-3174
Date(s) of Service	VARIOUS
Type of Service	FIRE EQUIPMENT
Comments:	

Agency	MARTIN COUNTY FIRE RESCUE
Address	951 S.E. RUMMKE STREET
City, State, ZIP	STUART, FL 34994
Contact Person	CHRIS KACZYNSKI
Telephone	772-419-6972
Date(s) of Service	VARIOUS
Type of Service	FIRE EQUIPMENT
Comments:	

ATTACHMENT 2 – PRICING FORM

Current brands in use by the Fire Rescue Division include the following. Please complete the following information for those brands supported by your firm. Enter "yes" or "no" for stocking distributor. If you represent other manufacturers for similar fire-related equipment, parts, or supplies not listed, please add the manufacturer and pricing information in the blank spaces at end of pricing table.

Brand	Discount off List Price	Hourly Rate for Repair Service	Stocking Distributor?
3M COMPANY	No Bid		
ABLE SHOMR	No Bid		
ACTION	No Bid		
AH STOCK	5%	N/A	NO
AIM	No Bid		
AJAX	No Bid		
AKRON BRASS	40%	N/A	Yes
ALL AMERICAN FIRE HOSE	35%	N/A	YES
ALLEN SYSTEMS	No Bid		
ALOCOLITE	5%	N/A	No
AMERIX	No Bid		
AMERICAN FIREWEAR	No Bid		
AMERICAN LAFRANCE	No Bid		
ANGUS	No Bid		
ANSUL FOAMS	No Bid		
APPLECROFT	No Bid		
B & H ENTERPRISES	No Bid		
BIO SYSTEMS	No Bid		
BLACKINTON BADGES	25%	N/A	No
BOUTON CO	No Bid		
BULLARD	5%	N/A	YES
CALIFORNIA MOUNTAIN	10%	N/A	YES
CARNS & BROTHER	20%	N/A	YES
CAST PRODUCTS	No Bid		

SECTION 5 - ATTACHMENTS

ITB Number: 17-0606

CHARKATE	No Bid		
CHUBB (FOAM)	No Bid		
CHURCHVILLE	No Bid		
CIRCUL AIR	No Bid		
CODE 3	No Bid		
COLLIN AXES	No Bid		
COLLINS DYNAMICS (ROM CORP)	No Bid		
COUNCIL TOOLS	10%	N/A	Yes
CUTTERS EDGE	No Bid		
CW NEILSEN	25%	N/A	No
DARLEY & CO	No Bid		
DAVID CLARK	No Bid		
DB SMITH INDIAN TANKS	No Bid		
DICKE TOOL	No Bid		
DRAEGER ENGINEERED SOLUTIONS		N/A	No
DREXEL	No Bid		
DUO SAFETY	2%	N/A	No
EDISON	No Bid		
EDWARDS AND CROMWELL	2%	N/A	No
EDWARDS MFG	2%	N/A	No
ELKHART BRASS	25%	N/A	Yes
ETI EMERGENCY TECHNOLOGY	No Bid		
EXTENDA LITE (AKRON)	No Bid		
FEDERAL SIGNAL CORP	25%	N/A	No
FIRE HOOKS UNLIMITED	10%	N/A	No
FIREDEX	No Bid		
FIRE POWER	No Bid		
FIREQUIP	No Bid		
FLAMEFIGHTER	10%	N/A	No

SECTION 5 – ATTACHMENTS

ITB Number: 17-0606

FOLD A TANK	10%	N/A	No
GEMTOR	12%	N/A	No
GLASSMASTER WEHR	5%	N/A	No
GLOBE	No Bid		
GLOVE CORP	No Bid		
GORMAN RUPP PUMPS	No Bid		
HALE FIRE PUMPS	22%	N/A	YES
HANNAY REELS	5%	N/A	No
HARRINGTON	20%	N/A	No
HAZARD CONTROL	No Bid		
HEBERT	5%	N/A	No
HOLMATRO	No Bid		
HONEYWELL PRO	No Bid		
HUMAT	1%	N/A	No
HUSKY	No Bid		
HYDRA SHIELD	No Bid		
IMPERIAL HOSE	No Bid		
IOWA AMERICAN	No Bid		
JANESVILLE	35%	N/A	YES
JUSTRITE	No Bid		
JV MFG	No Bid		
KAPPLER	No Bid		
KENDALL PRODUCTS	No Bid		
KOCHER	20%	N/A	YES
KOEBLER MFG CO	10%	N/A	No
KUSSMAUL	5%	N/A	YES
LACROSSE BOOTS	No Bid		
LIFE LINERS	No Bid		
LIONS UNIFORMS	30%	N/A	No

SECTION 5 - ATTACHMENTS

ITB Number: 17-0606

LOUIS PRYER	No Bid		
LOWELL	No Bid		
MAG INSTRUMENTS	No Bid		
MANN AXE	No Bid		
MARS SIGNAL LIGHT	No Bid		
MC PRODUCTS	No Bid		
MORAN (FLASH)	No Bid		
MORNING PRIDE	No Bid		
MSA	No Bid		
NATALE (CIRCLE D)	12%	N/A	No
NORTH AMERICAN FIRE HOSE	cost + 20% MARGIN	N/A	No
NOVA	No Bid		
NUPLA	15%	N/A	No
PACIFIC REFLEX	No Bid		
PARATECH	5%	N/A	No
PARTNER	10%	N/A	No
PAUL CONWAY SHIELDS	5%	N/A	No
PELICAN	30%	N/A	No
PIEZZI	10%	N/A	No
PGI PROTEXALL	No Bid		
PHOENIX	No Bid		
PIRCE	No Bid		
PIGEON MOUNTAIN INDUSTRIES	10%	N/A	No
PLANO	No Bid		
R & B FABRICATORS	10%	N/A	No
RANGER RUBBER	No Bid		
RAWHIDE FIREHOSE	No Bid		
REDHEAD BRASS	15%	N/A	No
REFLEXITE	No Bid		

SECTION 5 - ATTACHMENTS

ITB Number: 17-0606

RICE HYDRO CO	5%	N/A	NO
SCUBAS	No Bid		
SCOTT AVIATION	No Bid		
SECURITEX	No Bid		
SENSIBLE MOUNTS	No Bid		
SERVUS BOOTS	No Bid		
SHELBY WOLVERINE	25%	N/A	YES
SNAPTITE	35%	N/A	YES
SNORKEL	No Bid		
SOUTH PARK	20%	N/A	No
SIGNAL VEHICLE PRODUCTS	No Bid		
CLASS ONE (SPAN INSTRUMENTS)	20%	N/A	YES
SPLUMPER	No Bid		
STERLING ROPE	10%	N/A	NO
SUPERVAC	25%	N/A	NO
TNT TOOLS	Ø	N/A	No
TASK FORCE TIPS	No Bid		
THOROGOOD BOOTS	35%	N/A	YES
SUPERIOR PNEUMATIC	No Bid		
TASKMASTER	No Bid		
TEAM EQUIPMENT	10%	N/A	NO
TELELITE	No Bid		
TEMPEST FANS	20%	N/A	NO
TOMAR	No Bid		
TOPPS	No Bid		
TURTLE PLASTICS	5%	N/A	NO
UNDERWATER KINETICS	20%	N/A	NO
UNITY LIGHTS	No Bid		
VANNER	No Bid		

SECTION 5 - ATTACHMENTS

FPB Number: 17-0606

VERIDIAN	No Bid		
VERTX	5%	N/A	No
VETTER	No Bid		
WATROUS	10%	N/A	No
WILDON	20%	N/A	No
WHEELBEN ENGINEERING	20%	N/A	No
WILL BURT	2%	N/A	No
WINCO GENERATORS	No Bid		
WINDSOL	No Bid		
WILLIAMS FOAM	No Bid		
WORDEN	No Bid		
ZEPHYR	No Bid		
ZIMATIC	20%	N/A	No
ZICO	20%	N/A	No
OTHER BRANDS NOT LISTED:			
HAIK NORTH AMERICA	20%	N/A	YES
FIRE SERVICE PLUS	20%	N/A	YES
DRAGER SCBA & GAS DETECTORS	10%	N/A	YES
FIRE RESEARCH	20%	N/A	No
GROVES, IAC.	1%	N/A	NO
ALLIANCE FIRE & RESCUE	20%	N/A	No
MAJESTIC FIRE APPAREL	COST + 20% MARGIN	N/A	YES
LION HELMETS	30%	N/A	YES
LION GLOVES	20%	N/A	YES
LAKELAND INDUSTRIES	20%	N/A	No
POWER HAWK TECHNOLOGY	1%	N/A	No
PHALANX DEFENSE SYSTEMS	5%	N/A	No
ERGODYNE	3%	N/A	YES
ESS	20%	N/A	No



LAKE COUNTY
FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: (352) 343-9473

ADDENDUM NO. 1
November 22, 2016

ITB 17-0606
Fire Equipment-Parts-Supplies-Service

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgment may be confirmed either by inclusion of a signed copy of this addendum within the proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum does not change the date for receipt of bids or proposals.

Questions concerning this solicitation are due December 2, 2016. The purpose of this addendum is address an inquiry received.

A vendor asked about the re-procurement costs mentioned in Sections 1.10, 1.11, and 3.27 of the ITB. The County reserves the right to charge a vendor re-procurement costs when the original awardee defaults in the performance of their contract, and the County is forced to obtain the goods or services from another higher priced vendor through re-procurement. This is standard language in the County's solicitations and is an option available to the County to try and recoup some of the losses associated with re-procurement.

The Intent of this particular solicitation (ITB 17-0606) is to establish a pool of contracted vendors to cover the County's needs for various goods and services utilized by the Public Safety and Fleet Management Departments. Re-procurement would not normally occur for this type of solicitation because there are usually multiple sources available to meet our needs.

Acknowledgement of receipt of Addendum:

Firm Name: MUNICIPAL EQUIPMENT CO. LLC Date: 12/7/16

Signature: *Dale West* Title: VICE PRESIDENT

Typed/Printed Name: DALE WEST



LAKE COUNTY
FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

ADDENDUM NO. 2
November 30, 2016

ITB 17-0606
Fire Equipment-Parts-Supplies-Service

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgment may be confirmed either by inclusion of a signed copy of this addendum within the proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum does not change the date for receipt of bids or proposals.

Questions concerning this solicitation are due December 2, 2016. The purpose of this addendum is to address the following:

Current term and supply agreements under the previous invitation to Bid (ITB #12-0806) expire June 30, 2017. It is anticipated that the new term and supply agreements awarded under this ITB #17-0606 shall be effective July 1, 2017. Vendors shall submit price discounts that will be deducted off current list prices for products at the time of purchase.

Acknowledgement of receipt of Addendum:

Firm Name: MUNICIPAL EQUIPMENT Co. LLC Date: 12/7/16

Signature: *Dace West* Title: VICE PRESIDENT

Typed/Printed Name: DACE WEST

EXHIBIT "B"

CERTIFICATE OF INSURANCE

EXHIBIT "B"

MUNIC-1

OP ID: GB



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER O'Neil, Lee & West, Inc. 3222 Corrine Drive, Suite C Orlando, FL 32803 Matthew West 407-425-3411	CONTACT NAME: Donna Starmer PHONE (AG No, Ext): 407-425-3411 FAX (AG No): 407-843-2632 E-MAIL ADDRESS: donna@olwinc.com														
INSURED Municipal Equipment Co, LLC 2049 West Central Boulevard Orlando, FL 32805	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Great American Insurance Co.</td> <td>16691</td> </tr> <tr> <td>INSURER B: The Hartford</td> <td>38261</td> </tr> <tr> <td>INSURER C: Burlington Ins Co</td> <td>23620</td> </tr> <tr> <td>INSURER D: The Hartford</td> <td>38261</td> </tr> <tr> <td>INSURER E: Lloyd's</td> <td>47731</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Great American Insurance Co.	16691	INSURER B: The Hartford	38261	INSURER C: Burlington Ins Co	23620	INSURER D: The Hartford	38261	INSURER E: Lloyd's	47731	INSURER F:	
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INSURER D: The Hartford	38261														
INSURER E: Lloyd's	47731														
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	PL174360701	02/14/2019	02/14/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		21UECHNS108	02/14/2019	02/14/2020	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		HFF0008583	02/14/2019	02/14/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	21WBCVX2986	06/22/2019	05/22/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS /LOCATIONS /VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lee County Port Authority is an additional insured with respects to General Liability as per written contract.

CERTIFICATE HOLDER LEECOPO Lee County Port Authority Southwest Florida International Airport - Suite 8674 11000 Terminal Access Rd, Fort Myers,, FL 33913	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|--|---|
| <p>1. REQUESTED MOTION/PURPOSE: Request Board approve the purchase of three (3) emergency response vehicles from Tamiami Ford under Collier County Solicitation Contract 19-7522 in the amount of \$234,225.97.</p> <p>2. FUNDING SOURCE: Account VB5131541200.506430 Vehicle and Rolling Stock.</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: Provides for the replacement of one (1) vehicle and the purchase of two (2) new additional vehicles utilizing a separate cooperative purchase agreement under Collier County Solicitation Contract 19-7522 to Tamiami Ford.</p> | <p>5. CATEGORY: 11.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 2/18/2020</p> <p>7. BoPC MEETING DATE: 3/12/2020</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>Gary Duncan</u></p> <p>DIV. <u>Aviation</u></p> |
|---|---|

10. BACKGROUND:

The Lee County Port Authority Maintenance Department maintains a vehicle condition and replacement program that provides staff with a systematic method to monitor the airport's fleet and to plan for the well-balanced replacement of nearly 100 vehicles. Based on the program and staff's evaluation, one (1) airport police vehicle, a 2002 Ford Explorer with 130,000 miles has been identified for replacement. The selection is based on several criteria, including but not limited to the vehicle's age, mileage, condition, hours and type of operation and cost of ownership over the previous five years. In addition to the replacement of one (1) airport police vehicle, two (2) additional vehicles are requested to be added to the fleet, one (1) additional APD patrol vehicle and (1) Aircraft Rescue and Fire Fighting (ARFF) light rescue vehicle.

On January 22, 2020, Lee County Port Authority advertised RFB 20-26LKD and RFB 20-27LKD entitled Purchase and Delivery of Two (2) Police Vehicles for Southwest Florida International Airport and Purchase and Delivery of an ARFF Light Rescue Vehicle for Southwest Florida International Airport, respectively. Advertisements were placed on the LCPA website, aviation-related periodicals American Council International-North America (ACI-NA), the Airport Minority Advisory Council (AMAC), the Florida Airports Council (FAC), and utilizing Public Purchase, a service that provides government bid notifications. Twenty-eight (28) vendors received the bid package for RFB 20-26LKD (APD Patrol Vehicles) of which two (2) bids were received by February 11, 2020. In reviewing the bid proposals, both bids failed to include the required bid bond and were determined to be non-responsive.

11. RECOMMENDED APPROVAL

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

Background (continued)

In addition, fifty-four (54) vendors received the bid package for RFB 20-27LKD (ARFF Light Rescue Vehicle) of which one (1) bid was received by February 11, 2020. This bid also failed to include a bid bond and was determined to be non-responsive. With only non-responsive bids, the decision was made to reject all bids and piggyback onto an approved cooperative purchasing agreement.

The Cooperative Purchasing Agreement to be used is from Collier County, titled Solicitation 19-7522, Purchase of Fleet Vehicles - Solicitation Designation: Regional. This contract is a cooperative agreement which allows for other government entities to piggyback onto it. This form of intergovernmental cooperative purchasing agreement has been extended to the Authority and grants us the same pricing and terms as the contract entered into by Collier County. By utilizing this cooperative purchasing agreement, the Authority is able to reduce administrative costs and gain the economies of scale that it would otherwise not receive if it competed on its own. In addition, cooperative purchase agreements combine purchase requirements of two (2) or more public entities in order to leverage the benefits of volume purchases, obtain delivery and supply chain advantages, and reduce administrative time and costs.

Staff recommends the purchase of the following vehicles:

(2) 2020 Ford Explorer Pursuit Interceptors (Police) \$115,105.80

(1) 2020 Ford F-350 Light Rescue Vehicle (ARFF) \$119,120.17

Total purchase amount for the three (3) vehicles: \$234,225.97

As mentioned, one of the 2020 Ford Explorer Pursuit Interceptor vehicles will be added to the APD fleet in order to help meet their additional, growing demands, and the second vehicle will be used to replace an eighteen year old Ford Explorer currently assigned to APD.

The third vehicle requested for purchase will be used by our ARFF Department. ARFF responds to numerous fire and medical emergencies at RSW and FMY throughout the year. At RSW, ARFF currently utilizes Engine-92 a 2015 Spartan Gladiator (large vehicle) purchased five years ago for \$586,296. Engine-92 is designed primarily for structural and vehicle fire suppression, and for on-scene water re-supply. It is also used for medical responses throughout the RSW campus, including numerous terminal calls. It is typically dispatched to over 800 medical calls a year. These calls induce unnecessary wear and tear on this type of vehicle. And due to its height, Engine-92 cannot enter the second level of the RSW parking garage. In order to better utilize Engine-92 for its primary purpose, a more appropriate medical response vehicle, that also carries over 300 feet of hose, and is sized to access all floors of the parking garage, staff recommends the purchase of a 2020 Ford F-350 Light Rescue Vehicle, in addition to two (2) 2020 Ford Explorer Pursuit Interceptors for a combined total of \$234,225.97.

Attachments:

1. Vehicle Quotes
2. Collier County Solicitation Contract 19-7522

FORD - 2020 - Explorer Int erceptor 4 Dr. - AWD

*Updated
2/12/20*

APD - Patrol

APD - 2020 Interceptor		Tamiami Ford - Ron Ball 239-826-1403	
CODE #	Description	Notes	Price
K8A	4Dr AWD Police		\$39,396.00
UM	Agate Black		
9	Cloth Bkts - Vinyl Rear		
6	Ebony Black - Cloth		
500A	Equip Group		
99B	3.3L V6 Direct Injection FFV AWD		-\$3,318.00
44U	10-SPD Auto Trans.		
17A	Aux Climate Control		\$573.00
17T	Cargo Dome Light		\$48.00
18D	GBL Lock/Unlock		
51R	Drv LED Spot Lamp		\$371.00
59E	Key Code 1435X		\$48.00
76R	Reverse Sensing		\$258.00
85R	RR Mount Plate		\$42.00
86P	FRT Lamp Housing		
86T	RR Tail lamp Housing		\$57.00
87R	RR View Mir/Cam		
90E	LH/RH PNLS III	Front Ballistic Doors	\$2,980.00
	Flex-Fuel		
153	FRT License Bracket		
47A	Engine Idle Feature		\$245.00
		Special Fleet Account Credit	-\$1,155.00
OTHER		Fuel Charge	\$5.70
OTHER		Destination & Delivery	\$1,195.00
Sub Total			\$40,745.70
	Collier County Contract # 19-7522	State Concession	-\$2,200.00
		Tamiami Discount 2.25%	-\$867.28
Quoted PRICE			\$37,678.42
Lightning Wireless	Quote # 8048 (8/19/19)		\$28,810.00
	License Plate		\$184.55
Total Quote Amount			\$66,672.97

*Ron Ball 12/5/19
R Ball 2/12/20
Good for 60 DAYS*

CNGP530

VEHICLE ORDER CONFIRMATION

09/17/19 13:53:36

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Dealer: F24428

2020 EXPLORER 4-DOOR

Page: 1 of 2

Order No: 9999 Priority: M1 Ord FIN: QA105 Order Type: 5B Price Level: 025

Ord Code: 500A Cust/Flt Name: LEE CNTY PORT PO Number:

		RETAIL	DLR INV		RETAIL	DLR INV	
K8A	4DR AWD POLICE	\$40615	\$39396.00	51R	DRV LED SPT LMP	\$395	\$371.00
	.119" WHEELBASE			59E	KEY CODE 1435X	50	48.00
UM	AGATE BLACK			76R	REVERSE SENSING	275	258.00
9	CLTH BKTS/VNL R			794	PRICE CONCESSN		
6	EBONY				REMARKS TRAILER		
500A	EQUIP GRP			85R	RR MOUNT PLATE	45	42.00
	.AM/FM STEREO.			.86T	RR TAILLAMP HSG	60	57.00
99B	3.3L V6 TI-VCT	(3530)	(3318.00)				
44U	10SPD AUTO TRAN	NC	NC	TOTAL BASE AND OPTIONS		43195	40745.70
	JOB #2 ORDER			TOTAL		43195	40745.70
17A	AUX CLIMATE CTL	610	573.00	*THIS IS NOT AN INVOICE*			
17T	CARGO DOME LAMP	50	48.00	*TOTAL PRICE EXCLUDES COMP PRICE ALLOW*			
18D	GBL LOCK/UNLOCK	NC	NC				
425	50 STATE EMISS	NC	NC	* MORE ORDER INFO NEXT PAGE *			
47A	ENGINE IDLE	260	245.00	F8=Next			

CNGP530

VEHICLE ORDER CONFIRMATION

09/17/19 13:53:53

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Dealer: F24428

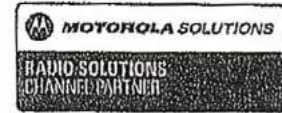
2020 EXPLORER 4-DOOR

Page: 2 of 2

Order No: 9999 Priority: M1 Ord FIN: QA105 Order Type: 5B Price Level: 025

Ord Code: 500A Cust/Flt Name: LEE CNTY PORT PO Number:

		RETAIL	DLR INV		RETAIL	DLR INV
87R	RR VIEW MIR/CAM	NC	NC			
90E	LH/RH PNLS III	3170	2980.00			
	FLEX-FUEL					
153	FRT LICENSE BKT	NC	NC			
	SP FLT ACCT CR		(1155.00)			
	FUEL CHARGE		5.70			
	PRICED DORA	NC	NC			
	DEST AND DELIV	1195	1195.00			
TOTAL BASE AND OPTIONS		43195	40745.70			
TOTAL		43195	40745.70			
THIS IS NOT AN INVOICE						
TOTAL PRICE EXCLUDES COMP PRICE ALLOW						



LIGHTNING FLEET SOLUTIONS
A Division of Lightning Wireless Solutions, Inc.

Fort Myers
Corp. Headquarters
5500 Division Drive
Fort Myers, FL 33905
(239) 481-8700
MV98303

Sarasota
Branch Location
4520 McAshton Street
Sarasota, FL 34233
(941) 413-5130
MV98584

Name / Address

Lee County Port Authority Police
Attn: Accounts Payable
11000 Terminal Access Road
Suite 8671
Fort Myers, FL 33913

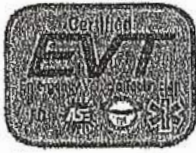
Date	Quote
8/19/2019	8048

Description	Qty	Rate	Total
1 - 2020 Ford PI Utility (Marked Patrol Package) *** Priced Per Vehicle ***			
Wholen GB2D3DE Legacy Light Bar 54" DUO Red / White and Blue / White With Full Front Flood, LED Alley's and Traffic Advisor. Includes 2 Rear TRIO Brake Light Modules	1	1,495.00	1,495.00
Wholen Quick Disconnect Plug For Legacy Lightbar (Above)	1	195.00	195.00
Wholen AVW11R Avenger® II SOLO™ Combination Linear/TIR Super-LED® Series with 2-Wire Pigtail, Includes Scan-Lock Flash Patterns, Swivel/Bail Bracket with Suction Cups, and Hood, Red - Front Windshield (DS) Next To Mirror	1	148.00	148.00
Wholen AVW11B Avenger® II SOLO™ Combination Linear/TIR Super-LED® Series with 2-Wire Pigtail, Includes Scan-Lock Flash Patterns, Swivel/Bail Bracket with Suction Cups, and Hood, Blue - Front Windshield (PS) Next To Mirror	1	148.00	148.00
Wholen AVBK71 Low Profile Mounting (Pleadliner) Bracket for Single Avenger® II Series Only	2	11.00	22.00
Wholen CCSRN5 Wholen CenCom Carbide with CANCEL7 Control Head, 2020 Ford PIU CANport Cable with Plug	1	650.00	650.00
Wholen CANEM16 Expansion Module for Use With Carbide System	2	135.00	270.00
Wholen CCSRN4DA WeCan® External Amplifier, for use with CenCom Carbide™, for Dual Amplifier Applications (Secondary)	1	185.00	185.00
Wholen HWLFB29 Howler Speaker and Bracket for a 2020 Ford PIU	1	417.00	417.00
Wholen SA315P, Speaker, Black Plastic, 100Watt	2	158.00	316.00
Wholen SAK1 Universal Siren Speaker Mount - Mounted on Front of Push Bumper	2	0.00	0.00
Wholen VTX609C, Vortex™ Super-LED® Light, Single Self-Contained Lighthouse with 25 Scan-Lock™ Flash Patterns, Including Steady-Burn, Clear - Mounted in Front Pro Drilled Corners and Rear Tail Lamps	4	64.00	256.00
Wholen I2D ION™ DUO™ Series Linear-LED® Universal Light Red / White -Mounted in Center PB Channel (DS) With Flood Override	1	99.00	99.00
Wholen I2E ION™ DUO™ Series Linear-LED® Universal Light Blue / White -Mounted in Center PB Channel (DS) With Flood Override	1	99.00	99.00
Wholen TL12J ION™ T-Series™ Linear Super-LED® DUO Red / Blue - (2) Side of Front Push and (2) Mounted on Window Bars	4	86.00	344.00
Wholen TL12D ION™ T-Series™ Linear Super-LED® DUO Red / White - Rear Lic Plate Area With Reverse Flood Override	1	86.00	86.00
Wholen TL12E ION™ T-Series™ Linear Super-LED® DUO Blue / White - Rear Lic Plate Area With Reverse Flood Override	1	86.00	86.00
Wholen IONV3R ION™ V-Series™ Super-LED® Universal Light, Universal Mount ION™ with Combination 180° Warning, Take Down and Puddle Light, Red - Mounted Closest Inside PB Center Channel (DS)	1	168.00	168.00

To accept this quote please sign below and return to our office. Quote is valid for 60 days and pricing is subject to change at the time of order.

Subtotal
Sales Tax (0.0%)
Total

Signature



LIGHTNING FLEET SOLUTIONS
A Division of Lightning Wireless Solutions, Inc.

Fort Myers
Corp. Headquarters
5500 Division Drive
Fort Myers, FL 33905
(239) 481-8700
MV98303

Sarasota
Branch Location
4520 McAshton Street
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(941) 413-5130
MV98584

Name / Address

Lee County Port Authority Police
Attn: Accounts Payable
11000 Terminal Access Road
Suite 8671
Fort Myers, FL 33913

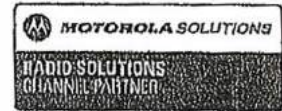
Date Quote
8/19/2019 8048

Description	Qty	Rate	Total
Whelen IONV3B ION™ V-Series™ Super-LED® Universal Light, Universal Mount ION™ with Combination 180° Warning, Take Down and Puddle Light, Blue - Mounted Closest Inside P/B Center Channel (PS)	1	168.00	168.00
Whelen VMFX20RB Mirror Beam V Series Red / Blue with Take Down Light and Puddle Made For Ford Police Interceptor Utility, 2020	1	415.00	415.00
Whelen AVC23RBC Avenger® II TRIO™ Combination Linear/TRR Super-LED® Series, Includes Swivel/Ball Bracket with Suction Cups, Hood, and Cigar Plug with On/Off Switches, Dual, Red/Blue/White with White Steady Override - Side Quarter Windows With Flood Override	2	337.00	674.00
Whelen OEWD** Outer Edge® Rear Facing, Six Lamp, Two Piece, For Ford Police Interceptor Utility 2020, Requires Six DUO™	1	675.00	675.00
OEION® Lightheads Red / Amber and Blue/ Amber (No Part Number Yet)			0.00
Whelen TL12K ION™ T-Series™ Linear Super-LED® DUO Red / Amber - Mounted on Rear Hatch Facing Out When Opened	1	86.00	86.00
Whelen TL12M ION™ T-Series™ Linear Super-LED® DUO Blue / Amber - Mounted on Rear Hatch Facing Out When Opened	1	86.00	86.00
Code 3 HB4PAKMC-RB 4-Pack LED Hide-A-Blast™, multicolor, red/blue (pair) - 2- Side Runners and 1- Hatch	3	150.00	450.00
Troy CC-UV20-L-20-PIUV 2020-2021 20" L-shape Center Console with 12" slope and 8" level faceplate area	1	345.00	345.00
Troy AC-FDUV20-MNT, heavy-duty floor mount for center console for added strength and adjustment of console and accessories (included with purchase of console) 2020-21 Ford PI UV	1	0.00	0.00
Troy FP-WCBNCOM-ID, 4" faceplate for a Whelen CenCom Sapphire control head.	1	0.00	0.00
Troy FP-MXTLS000 Faceplate, 3" plate for Motorola XTL 5000 / APX 6500 one-piece radio	1	0.00	0.00
Troy FP-USB-2DC, 2" faceplate with two (2) DC outlets and one (1) dual-port USB outlet.	1	48.00	48.00
Troy FP-BLNK3, 3" blank faceplate.	1	0.00	0.00
Troy AC-INBHG Internal Dual Cup Beverage Holder.	1	37.00	37.00
Troy FP-SGTRAY4" Tray for sunglasses, cell phone, etc.	1	28.00	28.00
Troy AC-PENPRTR-58-JP Printer arm rest with 5x8 pad, bolts to floor plate	1	284.00	284.00
Troy CM-UV20-SL-LED, passenger seat computer mount designed not to intrude on passenger side foot space. Includes a sliding arm feature that allows computer access from outside the vehicle. Accommodates Hayes, Gumber, Kodink, & First Mobile docking stations	1	448.00	448.00
Troy AC-EB-SL-TRAY Electronics tray with two (2) handles, 20" ball-bearing lock-out slides	1	222.00	222.00
Troy AC-EB-TRAY-FENCE Optional electronics tray fence with square vent hole pattern	1	54.00	54.00

To accept this quote please sign below and return to our office. Quote is valid for 60 days and pricing is subject to change at the time of order.

Subtotal
Sales Tax (0.0%)
Total

Signature



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A Division of Lightning Wireless Solutions, Inc.

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5500 Division Drive
Fort Myers, FL 33905
(239) 481-8700
MV98303

Sarasota
Branch Location
4520 McAshton Street
Sarasota, FL 34233
(941) 413-5130
MV98584

Name / Address

Lee County Port Authority Police
Attn: Accounts Payable
11000 Terminal Access Road
Suite 8671
Fort Myers, FL 33913

Date Quote

8/19/2019 8048

Description	Qty	Rate	Total
Troy CP-GB44248-FJ Weapons box with drawer, two (2) draw-latch lockable handles (44"Wx 24"D x 8"H) with 3" lip	1	1,065.00	1,065.00
Troy TP-E-SL6-US-SS, new, large window partition with weapon recess panel and square-hole mesh insert to prevent crawl-through.	1	610.00	610.00
BENT-FRAME SPACE MAKER PARTITIONS (MORE KNEE/LEG ROOM; EASIER TO GET INTO BACK SEAT)			
Troy 2-SAB-20-FDUV-BB, big-boy partition mounting kit. Allows full front seat slide and includes .25" officer-safe upper wing panels.	1	0.00	0.00
Troy KP-FDUV-20-SS 2020+ PIU Kick Panel Assembly with Big Foot Pockets	1	132.00	132.00
Troy WG-FDUV-SET Side Vertical Bars Window Guards for 2020-2021 Ford PI UV	1	210.00	210.00
Troy PS-20-FDFFX-OS-R, rear plastic seat (available with/without notch for OEM wire harness) with officer-safe seat belt system and rear cargo partition with poly window and square-grid side panels. Includes fire extinguisher panel (TP-FDUV-LA) and all mounting hardware. Designed to allow side curtain airbag deployment along the C & D pillars. (Fire extinguisher and brackets not included.) Ford PI UV 2020-2021	1	1,395.00	1,395.00
Troy AC-UV-CGP2 Driver and passenger side bolt-on wing panels for the Ford Utility (2020-2021) rear partition airbag corridor	1	95.00	95.00
Troy CP-UV20-MNT-BB Elevated box platform for the 2020 Ford PIU.	1	187.00	187.00
Troy GM-SGL-MNT TheR-deterent single weapon mount. Includes one (1) GM-B-SC5-BKT* lock bracket and one (1) butt plate. Locks sold separately.	1	150.00	150.00
*** Customer To Supply Blue Rack Lock Head To Mount On Troy Back Bone ***			
Westin 36-2125 Push Bumper Elite, 2020 PI Utility	1	310.00	310.00
Westin 36-6005W4 (4) Light Channel Kit For Whelen ION series lighthoods	1	30.00	30.00
Westin 36-2125WC Elite Upright Wire Cover, 2020 PI Utility Back	2	25.00	50.00
AFS F47 Front Lighting Harness, Braid to Rear: 6 Battery Hot, 6 Ignition, & 6 Timed Circuits: One Color Corner, 3 Color Grille Lights, Speaker, Horn Ring, Aux. Trips, Flush Wire-C, & (4) Spares. P18-B616T6 Sold Separately	1	410.00	410.00
AFS F-A FLH Option A: Vehicle Interface, Back Light, Park Kill, Rebroadcast, Siren Ignition, (3) Vehicle Sense, & Pass. Spot	1	55.00	55.00
AFS F-2 FLH Option 2: 2nd Siren Speaker	1	14.00	14.00
AFS F-M3 FLH Option M3: Side Mirror Lights, Three Color	1	59.00	59.00
AFS PPCB-CA001 Plug and Play Whelen Carbide, Configuration CA, Program 1	1	96.00	96.00
AFS RLH-03 Rear Lighting Harness: Dual Color Rear Corner Lights, Dual Color Rear Side Lights, & Single Color Liftgate Lights	1	127.00	127.00

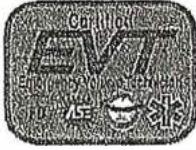
Subtotal

Sales Tax (0.0%)

Total

To accept this quote please sign below and return to our office. Quote is valid for 60 days and pricing is subject to change at the time of order.

Signature



LIGHTNING FLEET SOLUTIONS
A Division of Lightning Wireless Solutions, Inc.

Fort Myers
Corp. Headquarters
 5500 Division Drive
 Fort Myers, FL 33905
 (239) 481-8700
 MV98303

Sarasota
Branch Location
 4520 McAshton Street
 Sarasota, FL 34233
 (941) 413-5130
 MV98584

Name / Address

Lee County Port Authority Police
 Attn: Accounts Payable
 11000 Terminal Access Road
 Suite #671
 Fort Myers, FL 33913

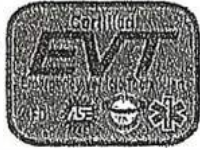
Date	Quote
8/19/2019	8048

Description	Qty	Rate	Total
AFS P18-B6i6T6 Power 18 Distribution Center, 6 Battery Hot, 6 Ignition Hot and 6 Timed Circuits, 125 Amp Total Load, 30 Amp Max per Circuit. Voltage Monitoring Programmable Timer.	1	321.00	321.00
AFS BTO-BC6GA250-21-125 Battery Cable, 6 Gauge, 250" with Ignition Sense Line, 125A Midi Fuse, 150A Master Switch, 1/4" Ring at Battery to #10 Ring for Fuse Panels.	1	220.00	220.00
Gamber Johnson 7170-0681-02 Panasonic CF-20 Toughbook Docking Station with LIND 90W Auto Power Adapter, Dual RF	1	1,048.00	1,048.00
Stream Light 75713 Stinger LED Flashlight with Standard Charger A/C And D/C - Mounted on Console Floor Plate	1	137.00	137.00
Kroll BM1-7000, 5 in 1 Life Hammer	1	17.00	17.00
Mobile Mark LTM402-3B3A3A2A-BLK-204 Global LTM Series (4 cables)	1	198.00	198.00
Cable 1 - 694-960/1710-3700 MHz, 17 ft LL-195 Mini UHF-plug			
Cable 2 - 694-960/1710-3700 MHz, 15 ft LL-195 TNC-plug			
Cable 3 - 2.4-2.5/4.9-6 GHz, 17 ft LL-195 TNC-plug			
Cable 4 - GPS 17 ft RG-174 TNC-plug			
Insight Brother PJ722 PocketJet 7 200dpi Thermal Printer with USB (Only includes the printer)	1	325.00	325.00
Insight Brother LB3692 Car adapter wired, 14' length	1	24.00	24.00
Insight USB Cable, 4 pin USB Type AMale to Mini-USB Type BMale	1	12.00	12.00
CDWG Q# KCVNT258 Panasonic Arbitrator Camera System Package (LCPA Police Spec)	1	6,275.00	6,275.00
Stalker 805-0022-00 Dual SL - 2 Antenna Radar System (SUV)	1	2,150.00	2,150.00
GP Fire Extinguisher	1	96.00	96.00
Magnetic Mic System (Customer to Define Placement GDP)	2	34.00	68.00
Labor - Vehicle Equipment Installation (Includes Carbine System Design and Programming)	1	1,450.00	1,450.00
Labor - Vehicle Equipment Installation - Panasonic Arbitrator Camera System (Used System re-installation into New Patrol)	1	520.00	520.00

To accept this quote please sign below and return to our office. Quote is valid for 60 days and pricing is subject to change at the time of order.

Subtotal
Sales Tax (0.0%)
Total

Signature



LIGHTNING FLEET SOLUTIONS
A Division of Lightning Wireless Solutions, Inc.

Fort Myers
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 5500 Division Drive
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Sarasota
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 (941) 413-5130
 MV98584

Name / Address

Lee County Port Authority Police
 Attn: Accounts Payable
 11000 Terminal Access Road
 Suite 8671
 Fort Myers, FL 33913

Date	Quote
8/19/2019	8048

Description	Qty	Rate	Total
T000 Miscellaneous Installation Hardware (including wire, connectors, wire ties, tape, etc.)	1	145.00	145.00
Vehicle Graphics - LCPA - Police Design All Reflective 3M Material White Doors Wrapped With Graphics Installed	1	1,190.00	1,190.00
Vehicle Tinting 2 Front Windows Only Legal	1	105.00	105.00
Vehicle Tinting Visor Strip Legal	1	35.00	35.00
Shipping / Freight	1	475.00	475.00
Customer to provide Motorola Radio Complete, Gun Lock Head, Camera System Complete			
** Mount Motorola Speaker on partition **			

To accept this quote please sign below and return to our office. Quote is valid for 60 days and pricing is subject to change at the time of order.

Subtotal	\$28,810.00
Sales Tax (0.0%)	\$0.00
Total	\$28,810.00

Signature _____

FORD - 2020 - Pickup F350 - 4x4 - Light Rescue

		Vendor	Contact
		Tamiami Ford	Doug Holland 239.643.3673
CODE #	Description	Notes	Price
	2020 Ford F350 4x4		\$57,609.90
	Crew Cab - XLT		
	Diesel Engine		
	Cab and Chasis		
	White		
		Cost	\$57,609.90
		State Concession	(\$6,000.00)
		2.25%	(\$1,161.22)
	Collier County Contract # 19-7522		\$50,448.68
		State Disposal Fee	\$6.50
		Tag and Title	\$184.55
	Ford Cab and Chassis	Sub Total	\$50,639.73 ✓
	JoMac Bed Quote	Quote # 19-6100	\$61,916.33 ✓
	Lightning Fleet Solutions Quote	Quote # 8231	\$2,145.00 ✓
	Signs Now Quote	Quote # E-18782	\$4,419.11 ✓
OTHER			
OTHER			
OTHER			
OTHER			
Quoted PRICE			\$119,120.17 ✓

[Handwritten Signature] 2/12/20
 Good For 60 DAYS

CNGP530

VEHICLE ORDER CONFIRMATION

08/19/19 14:25:35

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Dealer: F24428

2020 F-SERIES SD

Page: 1 of 2

Order No: 9999 Priority: L3 Ord FIN: QA105 Order Type: 5B Price Level: 015

Ord PEP: 643A Cust/Flt Name: LEE CNTY PORT PO Number:

		RETAIL	DLR INV		RETAIL	DLR INV	
W3H	F350 4X4 CRW CC	\$46960	\$44612.00	18B	PLAT RUNNING BD	\$445	\$405.00
	179" WHEELBASE				14000# GVWR PKG		
Z1	OXFORD WHITE			41P	SKID PLATES	100	91.00
3	40/20/40 CLOTH			425	50 STATE EMISS	NC	NC
S	MEDIUM EARTH GR				JOB #1 BUILD		
643A	PREF EQUIP PKG			54F	PWRSCOPE TT MIR	280	254.00
	.XLT TRIM			62R	TRANS PTO PROV	NC	NC
	.AMFM/MP3/CLK						
99T	6.7L V8 DIESEL	10495	9551.00	TOTAL BASE AND OPTIONS		62905	57609.90
44G	10-SPD AUTOMATC	NC	NC	TOTAL		62905	57609.90
TBM	LT245 BSW AT 17	165	150.00	*THIS IS NOT AN INVOICE*			
X4N	4.10 LTD SLIP	360	328.00	*TOTAL PRICE EXCLUDES COMP PRICE ALLOW*			
17V	XLT VALUE PKG	1600	1456.00	* MORE ORDER INFO NEXT PAGE *			
	.ADJ GAS/BRK PDL			F8=Next			
	.8 WAY PWR DRV						

CNGP530

VEHICLE ORDER CONFIRMATION

08/19/19 14:26:03

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Dealer: F24428

2020 F-SERIES SD

Page: 2 of 2

Order No: 9999 Priority: L3 Ord FIN: QA105 Order Type: 5B Price Level: 015

Ord PEP: 643A Cust/Flt Name: LEE CNTY PORT PO Number:

		RETAIL	DLR INV		RETAIL	DLR INV
63A	UTLTY LIGHT SYS	NC	NC			
67B	397 AMP ALTRNTR	115	104.00			
67X	XTR HS SUSPEN	125	114.00			
794	PRICE CONCESSN					
	REMARKS TRAILER					
872	RR CAM & PREP K	415	377.00			
98R	OPRTR COMND REG	250	228.00			
	SP FLT ACCT CR		(1686.00)			
	FUEL CHARGE		30.90			
	DEST AND DELIV	1595	1595.00			
TOTAL BASE AND OPTIONS		62905	57609.90			
TOTAL		62905	57609.90			
THIS IS NOT AN INVOICE						
TOTAL PRICE EXCLUDES COMP PRICE ALLOW						



Quote # 19- 6100

Jomac, LTD.
182 Scio Rd SE
Carrollton, OH 44615
1-330-627-7727 Ext. 203
1-800-755-4488 Ext. 203
Fax: 1-330-627-2508

Quote

SOLD TO:
Lee Co. Port Authority
David Childress
17211 Perimeter Rd.
Ft. Myers, Florida 33913
United States
239 590 4743
dtchildress@flylga.com

SHIPPING ADDRESS:
Lee Co. Port Authority
David Childress
17211 Perimeter Rd.
Ft. Myers, Florida 33913
United States

Quote #: 6100

Date of Quote: 10/21/2019

Qty.	Item	Description	Price (ea)	Total
1 x	Lee Co. PO Lighting & Siren	Package consists of Kussmaul Auto Charge WP , 3 110v gang outlets in cab,Troy Radio Console, CCSRN5 Siren, Whelen Justice 56" Red Lightbar, and emergency lighting as described by customer as to location and manufacturer. Also includes power supply outlets and locations indicated by customer. Price includes all labor, shipping, and installation.	\$23,136.18	\$23,853.18
1 x	LEE COUNTY CUSTOM 4003SD	4003-SD SERVICE/UTILITY Body FEATURES and SPECIFICATIONS: Full Sub-frame supporting floor and cabinets Body overall dimensions are 96 wide X 60" high X 108" long Designed for 60" CA DRW chassis 55 1/2" between cabinets 14" high double panel aluminum removable tailgate Two wire lighting with marker lights Two adjustable shelves in each of the vertical cabinets One adjustable shelf in one horizontal cabinet 1/8" cab protector Adjustable shelf standards 14 gauge cabinet shell Full box design of cabinet providing 3/16" thickness between each cabinet and on top and back of cabinets provides high strength 16 gauge aluminum shelves with divider slots 16 gauge double panel doors 2" X 3" rectangular tube cross members Stainless steel hardware Automotive type rubber ball door seal Stainless Steel locking T-handle latches with nylon wear pads at each latch point Automotive type electrical connectors Full length drip rail 1/8" tread plate floor Aluminum wheel skirts with aluminum fender flare Body is quoted un-installed STREET SIDE CABINETS: 34" W X 60" H X 20"D 46" W X 42" H X 20"D 28" W X 60" H X 20"D CURB SIDE CABINETS: 34" W X 60" H X 20"D 46" W X 42" H X 20"D 28" W X 60" H X 20"D Our bodies engineered aluminum design provides; Durability, Fuel Savings, and Less Maintenance. Body has a LIFETIME return to factory structural warranty. Numerous other body sizes and options available, please inquire.	\$9,573.50	\$9,573.50
1 x	Roll up door package for 4003 with 6	Features roll up doors for all six cabinets and installation.	\$6,089.70	\$6,089.70

1 x	Lee County Roll	Roll up bed cover with electric for 4003 JOMAC body. Price Includes installation.	\$4,287.00	\$4,287.00
1 x	Lee County Cab Refinishing	Cab will be refinished from existing white color to PPG #2385 Lime Yellow. Includes removal of needed items, prep work, paint, and re-assembly.	\$3,500.00	\$3,500.00
1 x	Lee Co. Pull Out Floor	Consists of a 70" long by 51" wide pull out floor. Capacity is 2000lbs. 3/4 Plywood platform on steel framing. Price includes installation.	\$3,186.00	\$3,186.00
1 x	Lee County Shipping to 33905	Shipping to Ft. Myers, Florida Zip code 33905.	\$2,435.25	\$2,435.25
1 x	Lee Co. Custom Paint for Body	Upgrade from basic paint to cover custom paint color on body. Chassis painting covered elsewhere.	\$2,000.00	\$2,000.00
1 x	Westin HDX Grille Guard	A fully welded 1-piece grille guard that features full wraparound wings made of heavy duty 2" diameter tube. Uprights are finished and protected with extra wide rubber that is 1/8" thick and 2 3/4" wide resulting in a solid clean look. Price includes all hardware and installation.	\$1,684.96	\$1,684.96
1 x	318-A2010977	Installation of a Service/Utility body Included in the installation are: <ul style="list-style-type: none"> ▪ Mounting kit ▪ Fuel recess installed ▪ Fender flares installed ▪ Light installation and shelf installation if shelf spacing is specified (if shelf spacing is not specified shelves will be shipped loose). <p><i>Note: New chassis are shipped with a fuel hose kit, if the chassis does not have the fuel hose kit, the cost for the kit will have to be added to the quote.</i></p>	\$880.65	\$880.65
1 x	350-A2010976	Step Bumper, Removable with combination hitch for 96" wide bodies. This cost includes a removable step bumper that is secured to the chassis by 1/4" plate uprights. A 3" square X 1/4" cross tube attaches the plates together and a 5/8" steel plate is welded to both. A receiver tube for standard receiver and D-Rings for chain hooks are attached to the plate. The bumper is a 9" step bumper made of .188 polished aluminum tread plate. 1200 LB tongue and 12,000 LB pull capacities. Price Includes installation.	\$1030.87	1030.87
1 x	Lee Co. Inverter and Install	Includes Alms 2500 watt 12V inverter PWRB2500, shipping to factory, cables to install and installation.	\$670.68	\$670.68
1 x	Lee Co. Pull Out Plating	Plating consists of a 70"x51"x3/16 piece of mill finish aluminum secured to the 3/4" plywood base of the pull out floor. The wood then serves as the insulator between the aluminum and steel. Installation included.	\$608.80	\$608.80
1 x	335-A2011883	Through cabinet enclosure for a front upper 24" area of a 34" wide cabinet of a utility or mechanics body. The back sides of the front cabinets are left open. The center section is covered with 1/8" diamond plate. Original floor remains intact providing a solid platform. Cost includes installation	\$369.18	\$369.18
1 x	072-A2010370	Detail of Equipment Includes detail of cab and chassis - including interior and detail of body.	\$302.56	\$302.56
8 x	306-A2012843 Cabinet Light - Install	Cabinet/Cargo Light Light is white LED light with deflector shield - Light is mounted to the cabinet door to fully illuminate the cabinet. Light is 1 1/2 inches High X 1 1/4" Wide including the deflector shield. Price includes installation.	\$180.50	\$1,444.00
1 x	FUEL KIT	<i>Your vehicle may need a fuel fill kit. We will not know if it needs one until we have the chassis. Once we receive chassis, we will notify you if a kit is needed and the cost associated with it</i>	\$0.00	\$0.00

Sub-Total: \$61,916.33
Total: \$61,916.33

ORDER COMMENTS:

Date Added
07/26/2019

Comment Left
David,

Thanks for the opportunity to quote. Please give me a call if you have any questions.

Eddie

IMPORTANT NOTES FOR ORDERING

Engineering or Design Changes After Order Submission

Customer may request, in writing, that Jomac, LTD. incorporate changes into the product being produced and / or manufactured through Jomac, LTD after original order is placed. Such request will include a description of the proposed change sufficient to permit Jomac, LTD. to evaluate its feasibility and cost. **Note that any and all changes may have an impact on delivery date as well as pricing.** Jomac, LTD's evaluation shall be in writing and shall state the costs and impact on the delivery schedule and pricing of the product. Jomac, LTD. will not be obligated to proceed with the change until the parties have agreed upon the changes to the Product's Specifications, delivery schedule and Product pricing.

Design Recommendations

At times, Jomac, LTD. may make recommendations in regards to product design which would make the product more manufacturable, reduce material costs and/or improve quality. The customer may evaluate such recommendations and incorporate such recommendations into product design as appropriate.

NOTE: Any requested changes or deviations from this quote will require a re-quote.
Jomac, LTD, Carrollton, Ohio, USA

All Prices are in U.S. Dollars, FOB Carrollton, Ohio. Delivery available for additional charge if not noted in quote.

When ordering, a copy of this quote signed by purchaser must be included with the purchase order.

Signed:..

Quote N ϕ : 09-6100

Jomac Service Truck Bodies and Cranes
800-755-4488 email@jomacitd.com
<http://www.jomacitd.com>



LIGHTNING FLEET SOLUTIONS
A Division of Lightning Wireless Solutions, Inc.

Fort Myers
Corp. Headquarters
 5500 Division Drive
 Fort Myers, FL 33905
 (239) 481-8700
 MV98303

Sarasota
Branch Location
 4520 McAshton Street
 Sarasota, FL 34233
 (941) 413-5130
 MV98584

Name / Address

Lee County Port Authority Fire
 David Childress

Date Quote

9/19/2019 8231

Description	Qty	Rate	Total
1- 2020 Ford F350 Crew Cab 4X4 (Rescue 92) Labor *** Priced Per Vehicle ***			
Labor - Vehicle Equipment Installation @ Ft Myers Shop	1	1,950.00	1,950.00
T000 Miscellaneous Installation Hardware (including wire, connectors, wire ties, tape, etc.)	1	195.00	195.00
-Install Customer Supplied Items Below			
(1) Motorola APX6500 Dash Mount with antennas			
(1) Icom Airband Mobile Radio with antennas			
(1) Radio Multi Selector Switch For RRB on Siren Speaker			
(1) Motorola GPS / AVL System With antennas			
(2) Motorola APX Chargers			
(1) Icom Airband Portable			
(1) VHF Headline Charger			
(1) Flashlight Charger			

To accept this quote please sign below and return to our office. Quote is valid for 60 days and pricing is subject to change at the time of order.

Signature _____

Subtotal	\$2,145.00
Sales Tax (0.0%)	\$0.00
Total	\$2,145.00



18070 S. Tamiami Trail #7
Fort Myers, FL 33908
(239) 481-2220

Design Service Solutions
www.SignsNowFortMyers.com

ESTIMATE E-18782

Payment Terms: Net 30

Created Date: 9/20/2019

DESCRIPTION: R92 Ford F350 Graphics

Bill To: Lee County Port Authority ARFF
11000 Terminal Access Rd. 8671
Fort Myers, FL 33913
US

Installed: Lee County Port Authority ARFF
18070 S. Tamiami Trail
#7
Fort Myers, FL 33908

Requested By: David Childress III
Email: dtchildress@flylcpa.com
Work Phone: (239) 590-4743
Cell Phone: (239) 462-4673
Tax ID: 85-8012647635C-1

Salesperson: Jessica Kausalik
Entered By: Jessica Kausalik

NO	Product Summary	QTY	UNIT PRICE	AMOUNT
1	Cab Sides	2	\$414.955	\$829.91
1.1	Engineering Grade Reflective Digital Vinyl - Door Logo Part Qty: 1 Width: 13.00" Height: 13.64" Lamination - Lamination Type: 1360Z Premium Cast Overlamine			
1.2	Engineering Grade Reflective Digital Vinyl - Red Stripe Part Qty: 2 Width: 103.40" Height: 1.00"			
1.3	Engineering Grade Reflective Digital Vinyl - White Stripe Part Qty: 1 Width: 103.40" Height: 8.00"			
1.4	Engineering Grade Reflective Digital Vinyl - R92 Part Qty: 1 Width: 18.00" Height: 12.00"			
2	Box Sides	2	\$734.22	\$1,468.44
2.1	Engineering Grade Reflective Digital Vinyl - US Flag Part Qty: 1 Width: 12.00" Height: 7.20" Lamination - Lamination Type: 1360Z Premium Cast Overlamine			
2.2	Engineering Grade Reflective Digital Vinyl - Lee County Port Authority Part Qty: 1 Width: 51.00" Height: 16.33" Lamination - Lamination Type: 1360Z Premium Cast Overlamine			

2.3	Engineering Grade Reflective Digital Vinyl - Red Stripe Part Qty: 2 Width: 156.10" Height: 1.00"			
2.4	Engineering Grade Reflective Digital Vinyl - White Stripe Part Qty: 1 Width: 156.10" Height: 8.00"			
2.5	Engineering Grade Reflective Digital Vinyl - Airport Fire Rescue Part Qty: 1 Width: 104.69" Height: 7.50"			
3	Rear	1	\$1,445.69	\$1,445.69
3.1	963 Conspicuity Tape 6" Red - Red Chevron Part Qty: 1 Width: 99.00" Height: 66.80" Color: Red			
3.2	963 Conspicuity Tape 6" Red - Lime Chevron Part Qty: 1 Width: 99.00" Height: 66.80" Color: Yellow			
4	Installation	1	\$675.07	\$675.07
4.1	In House Installation - Graphics Installation -# of Hours: 10			

Subtotal:	\$4,419.11
Taxes:	\$0.00
Grand Total:	\$4,419.11

Signature: _____ Date: _____

FORD - 2020 - Explorer Interceptor 4 Dr. - AWD

APD - Unmarked

D 2020 Interceptor		Tamiami Ford - Doug Holland 239.253.7138	
CODE#	AP - Description	Notes	Price
K8A	4Dr AWD Police		\$39,396.00
UM	Agate Black	Exterior Color	
88F	Cloth Bkts - 2nd Row Cloth		
6	Ebony Black - Cloth		
500A	Equip Group		
99B	3.3L V6 Direct Injection FFV AWD		-\$3,318.00
44U	10-SPD Auto Trans.		
17A	Aux Climate Control		\$573.00
17T	Cargo Dome Light		\$48.00
18D	GBL Lock/Unlock		
59E	Key Code 1435X		\$48.00
76R	Reverse Sensing		\$258.00
85R	RR Mount Plate		\$42.00
86P	FRT Lamp Housing		
86T	RR Tail lamp Housing		\$57.00
87R	RR View Mir/Cam		
90E	LH/RH PNL3 III	Front Ballistic Doors	\$2,980.00
	Flex-Fuel		
153	FRT License Bracket		
47A	Engine Idle Feature		\$245.00
		Special Fleet Account Credit	-\$1,144.00
OTHER		Fuel Charge	\$5.20
OTHER		Destination & Delivery	\$1,095.00
Sub Total			\$40,285.20
	Collier County Contract # 19-7522	State Concession	-\$2,200.00
		Tamiami Discount 2.25%	-\$856.92
Quoted PRICE			\$37,228.28
Lightning Wireless	Quote # 8053 ✓		\$11,020.00
	License Plate		\$184.55
Total Quote Amount			\$48,432.83

Doug Holland
2/12/20
updated
Good for 60 days

CNGP530

VEHICLE ORDER CONFIRMATION

06/17/19 13:59:37

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Dealer: F24428

2020 EXPLORER 4-DOOR

Page: 1 of 1

Order No: 9999 Priority: H4 Ord FIN: QA105 Order Type: 5B Price Level: 020

Ord Code: 500A Cust/Flt Name: LEE CNTY PORT PO Number:

		RETAIL	DLR INV			RETAIL	DLR INV
K8A	4DR AWD POLICE	\$40615	\$39396.00	59E	KEY CODE 1435X	\$50	\$48.00
	.119" WHEELBASE			76R	REVERSE SENSING	275	258.00
UM	AGATE BLACK			85R	RR MOUNT PLATE	45	42.00
9	CLTH BKTS/VNL R			86T	RR TAILLAMP HSG	60	57.00
6	EBONY			87R	RR VIEW MIR/CAM	NC	NC
500A	EQUIP GRP			90E	LH/RH PNLS III	3170	2980.00
	.AM/FM STEREO				FLEX-FUEL		
99B	3.3L V6 TI-VCT	(3530)	(3318.00)	153	FRT LICENSE BKT	NC	NC
44U	10SPD AUTO TRAN	NC	NC		SP FLT ACCT CR		(1144.00)
	JOB #2 ORDER				FUEL CHARGE		5.20
17A	AUX CLIMATE CTL	610	573.00		DEST AND DELIV	1095	1095.00
17T	CARGO DOME LAMP	50	48.00	TOTAL	BASE AND OPTIONS	42700	40285.20
18D	GBL LOCK/UNLOCK	NC	NC	TOTAL		42700	40285.20
425	50 STATE EMISS	NC	NC	*THIS IS NOT AN INVOICE*			
47A	ENGINE IDLE	260	245.00				

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC01286



LIGHTNING FLEET SOLUTIONS

A Division of Lightning Wireless Solutions, Inc.

Fort Myers
Corp. Headquarters
 5500 Division Drive
 Fort Myers, FL 33905
 (239) 481-8700
 MV98303

Sarasota
Branch Location
 4520 McAshton Street
 Sarasota, FL 34233
 (941) 413-5130
 MV98584

Name / Address

Lee County Port Authority Police
 Attn: Accounts Payable
 11000 Terminal Access Road
 Suite 8671
 Fort Myers, FL 33913

Date Quote

8/19/2019 8053

Description	Qty	Rate	Total
1 - 2020 Ford PI Utility (Chief's Vehicle) *** Priced Per Vehicle ***			
Whelen ISFW505 Ford Police Interceptor Utility, 2020, Five Lamps, Upper Front Passenger Side Unit Only (No Take-Down) (Works with Factory Option 76P) BW/RW/BW/RW/BW	1	485.00	485.00
Whelen CCSRN5 Whelen CenCom Carbide with CANCTL6 Control Head, 2020 Ford PIU CANport Cable with Plug	1	650.00	650.00
Whelen CANEM16 Expansion Module for Use With Carbide System	1	135.00	135.00
Whelen CCSRN4DA WeCan® External Amplifier, for use with CenCom Carbide™, for Dual Amplifier Applications (Secondary)	1	185.00	185.00
Whelen HWLFE29 Howler Speaker and Bracket for a 2020 Ford PIU	1	417.00	417.00
Whelen SA315P, Speaker, Black Plastic, 100Watt	2	158.00	316.00
Whelen SAK1 Universal Siren Speaker Mount - Mounted on Front of Push Bumper	2	0.00	0.00
Whelen VTX609C, Vertex™ Super-LED® Light, Single Self-Contained Lighthouse with 25 Scan-Lock™ Flash Patterns, Including Steady-Burn, Clear - Mounted in Front Pre Drilled Corners and Rear Tail Lamps	4	64.00	256.00
Whelen I2D ION™ DUO™ Series Linear-LED® Universal Light Red / White -Mounted in Center PB Channel (DS) With Flood Override	2	99.00	198.00
Whelen I2E ION™ DUO™ Series Linear-LED® Universal Light Blue / White -Mounted in Center PB Channel (DS) With Flood Override	2	99.00	198.00
Whelen I2J ION DUO Series Linear-LED® Universal Light Red / Blue - Side Windows	2	99.00	198.00
Whelen AVC23RBC Avenger® II TRIO™ Combination Linear/IR Super-LED® Series , Includes Swivel/Bail Bracket with Suction Cups, Hood, and Cigar Plug with On/Off Switches, Dual, Red/Blue/White with White Steady Override - Side Quarter Windows With Flood Override	2	337.00	674.00
Whelen IS508 Ford Police Interceptor Utility, 2020, Upper Rear Housing for Eight or Ten Modules, No Charge When Ordered with Inner Edge® Tray	1	0.00	0.00
Whelen ITRAYW10 10 Lamp Tray, WeCan®, Choose 10 DUO™ Red / Amber and Blue / Amber Lighthoods and Vehicle Specific Housing and Mount	1	880.00	880.00
Whelen TL12K ION™ T-Series™ Linear Super-LED® DUO Red / Amber - Mounted on Rear Hatch Facing Out When Opened	1	86.00	86.00
Whelen TL12M ION™ T-Series™ Linear Super-LED® DUO Blue / Amber - Mounted on Rear Hatch Facing Out When Opened	1	86.00	86.00
*** Flash Factory Tail Lamps Through Carbide System ***			
Troy CC-UV20-L-20 PIUV 2020-2021 20" L-shape Center Console with 12" slope and 8" level faceplate area	1	345.00	345.00

To accept this quote please sign below and return to our office. Quote is valid for 60 days and pricing is subject to change at the time of order.

Subtotal

Sales Tax (0.0%)

Total

Signature



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Name / Address

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Fort Myers, FL 33913

Date	Quote
8/19/2019	8053

Description	Qty	Rate	Total
Troy AC-FDUV20-MNT, heavy-duty floor mount for center console for added strength and adjustment of console and accessories (included with purchase of console) 2020-21 Ford PI UV	1	0.00	0.00
Troy FP-WCENCOM-JD, 4" faceplate for a Whelen CenCom Sapphire control head.	1	0.00	0.00
Troy FP-MXTL5000 Faceplate, 3" plate for Motorola XTL 5000 / APX 6500 one-piece radio	1	0.00	0.00
Troy FP-USB-2DC, 2" faceplate with two (2) DC outlets and one (1) dual-port USB outlet.	1	48.00	48.00
Troy FP-BLNK3, 3" blank faceplate.	1	0.00	0.00
Troy AC-INBHG Internal Dual Cup Beverage Holder.	1	37.00	37.00
Troy FP-SGTRAY4" Tray for sunglasses, cell phone, etc.	1	28.00	28.00
Troy AC-TB-ARM, height-adjustable rotating arm rest with 5x8 pad. Bolts to floor plate	1	123.00	123.00
Troy CP-GBCAB-40Storage vault, 40" W x 22.75" L x 6.5" H w/2 DL locking handles	1	902.00	902.00
Troy CP-UV20-CARGO-XL 2020 PI Utility full-length tilt-up cargo mount w/gas shocks.	1	329.00	329.00
Jotto 475-0653 Gun Rack - Dual Weapon, Rear Seat Mounted, Vertical (GR6-ZRT-PIU-2020+-AR BLM/870)	1	450.00	450.00
Westin 36-2125 Push Bumper Elite, 2020 PI Utility	1	310.00	310.00
Westin 36-6005W4 (4) Light Channel Kit For Whelen ION series lighthead	1	30.00	30.00
Westin 36-2125WC Elite Upright Wire Cover, 2020 PI Utility Each	2	25.00	50.00
AFS F47 Front Lighting Harness, Braid to Rear: 6 Battery Hot, 6 Ignition, & 6 Timed Circuits: One Color Corner, 3 Color Grille Lights, Speaker, Horn Ring, Aux. Trips, Flash Wire-C, & (4) Spares. P18-B616T6 Sold Separately	1	410.00	410.00
AFS F-A FLH Option A: Vehicle Interface, Back Light, Park Kill, Rebroadcast, Siren Ignition, (3) Vehicle Sense, & Pass. Spot	1	55.00	55.00
AFS F-2 FLH Option 2: 2nd Siren Speaker	1	14.00	14.00
AFS F-M3 FLH Option M3: Side Mirror Lights, Three Color	1	59.00	59.00
AFS PPCB-CA001 Plug and Play Whelen Carbide, Configuration CA, Program 1	1	96.00	96.00
AFS RLH-03 Rear Lighting Harness: Dual Color Rear Corner Lights, Dual Color Rear Side Lights, & Single Color Liftgate Lights	1	127.00	127.00
AFS P18-B616T6 Power 18 Distribution Center, 6 Battery Hot, 6 Ignition Hot and 6 Timed Circuits, 125 Amp Total Load, 30 Amp Max per Circuit. Voltage Monitoring Programmable Timer.	1	321.00	321.00
AFS BTO-BC6GA250-21-125 Battery Cable, 6 Gauge, 250" with Ignition Sense Line, 125A Midi Fuse, 150A Master Switch, 1/4" Ring at Battery to #10 Ring for Fuse Panels.	1	220.00	220.00

To accept this quote please sign below and return to our office. Quote is valid for 60 days and pricing is subject to change at the time of order.

Subtotal
Sales Tax (0.0%)
Total

Signature



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Date	Quote
8/19/2019	8053

Description	Qty	Rate	Total
Stream Light 75713 Stinger LED Flashlight with Standard Charger A/C And D/C - Mounted on Console Floor Plate	1	137.00	137.00
Kroll EMI-7000, 5 in 1 Life Hammer	1	17.00	17.00
Magnetic Mic System (Customer to Define Placement CDP)	2	34.00	68.00
Labor - Vehicle Equipment Installation (Includes Carbide System Design and Programming)	1	1,300.00	1,300.00
T000 Miscellaneous Installation Hardware (including wire, connectors, wire ties, tape, etc.)	1	130.00	130.00
Vehicle Graphics - LCPA - Police Design All Reflective 3M Material - Badge Only (Ghost) on Front Fenders (Customer To Define Size)	1	135.00	135.00
Vehicle Tinting 2 Front Windows Only Legal	1	105.00	105.00
Vehicle Tinting Visor Strip Legal	1	35.00	35.00
Shipping / Freight	1	375.00	375.00
**Customer to provide Motorola Radio Complete with Antenna, Vehicle Radio Charger On Timed Power **			

To accept this quote please sign below and return to our office. Quote is valid for 60 days and pricing is subject to change at the time of order.

Signature _____

Subtotal	\$11,020.00
Sales Tax (0.0%)	\$0.00
Total	\$11,020.00

Solicitation 19-7522

Purchase of Fleet Vehicles

Solicitation Designation: Regional



Collier County

Solicitation 19-7522 Purchase of Fleet Vehicles

Solicitation Number 19-7522
 Solicitation Title Purchase of Fleet Vehicles

Solicitation Start Date Nov 26, 2018 3:55:26 PM EST
 Solicitation End Date Jan 8, 2019 3:00:00 PM EST
 Question & Answer End Date Dec 19, 2018 5:00:00 PM EST

Solicitation Contact Kristofer Lopez
 239-252-8944
 Kristofer.Lopez@colliercountyfl.gov

Contract Duration 3 years
 Contract Renewal 3 annual renewals
 Prices Good for 180 days

Item Response Form

Item 19-7522--01-01 - Discount Percentage below dealer invoice
 Quantity 1 each
 Unit Price 2.25%
 Delivery Location Collier County
No Location Specified

Qty 1

Description
 Discount Percentage off dealer invoice price

GENERAL BID INSTRUCTIONS

1. PURPOSE/OBJECTIVE

As requested by the Collier County departments or divisions identified, the Collier County Board of County Commissioners Procurement Services Division (hereinafter, the County) has issued this Invitation to Bid (hereinafter, the "ITB", or "Bid") with the sole purpose and intent of obtaining bid responses from interested and qualified firms in accordance with the terms, conditions, and specifications stated and/or attached herein/hereto. The successful vendor will hereinafter be referred to as the "Vendor". **All bids must be submitted on the Bid forms furnished by the County noted in Attachments of this ITB. Bids may not be considered unless Bid forms are properly executed.** Vendor is responsible to read and follow the instructions very carefully, as any misinterpretation or failure to comply with these instructions could lead to the bid submitted as being rejected as non-responsive.

2. PRICING

Vendors must provide prices using the unit of measure specified by the County. All prices will remain firm for a period of one hundred and eighty (180) calendar days from date of bid opening. After award by the Board of County Commissioners, prices may only be adjusted as outlined.

3. ALTERNATE BID PRICING

In the event that alternate pricing is requested, it is an expressed requirement of the bid to provide pricing for all alternates as listed. The omission of a response or a no-bid or lack of a submitted price may be the basis for the rejection of the submitted bid response. All bids responses received without pricing for all alternates as listed may be considered technically non-responsive and will not be considered for award.

4. EQUAL PRODUCT

Manufacturer's name, brand name and/or model number are used in these specifications for the purpose of establishing minimum requirements of level of quality, standards of performance and/or design required, and is in no way intended to prohibit the bidding of other manufacturer's items of equal or similar material. An equal or similar product may be bid, provided that the product is found by the County to be equal or similar in quality, standard of performance, design, etc. to the item specified.

Where an equal or similar is bid, the Bid must be accompanied with two (2) complete sets of factory information sheets (specifications, brochures, etc.) and test results, if applicable, of unit bid as equal or similar. Equal product samples, if required for evaluation, and at no cost to the County, the vendor must contact the Procurement Services Division for instructions on submittal. The County shall be sole judge of equality or similarity, and its decision shall be final in the best interest.

5. DISCOUNT

Any discounts or terms must be shown on the Bid form. Such discounts, if any, may be considered in the award of tie bids. In no instance should payment terms less than fifteen (15) calendar days be offered.

6. ADDENDA

The County reserves the right to formally amend and/or clarify the requirements of the bid specifications where it deems necessary. Any such addendum/clarification shall be in writing and notifications shall be distributed electronically to all parties who received the original bid specifications prior to the deadline for submission of Bids. All changes to this ITB will be conveyed electronically through a notice of addendum or questions and answers to all vendors registered under the applicable commodity code(s) at the time when the original ITB was released, as well as those vendors who downloaded the ITB document. All addendums are posted on the Collier County Procurement Services Division Online Bidding System website: <https://www.bidsync.com/bidsync-cas/>. Before submitting a bid response, please make sure that you have read all documents provided, understood clearly and complied completely with any changes stated in the addenda as failure to do so may result in the rejection of your submittal.

7. BID SUBMISSION

All electronic bids shall be submitted online via the Collier County Procurement Services Division Online Bidding System: <https://www.bidsync.com/bidsync-cas/>

8. QUESTIONS

If the vendor should be of the opinion that the meaning of any part of the Bid Document is doubtful, obscure or contains errors or omissions it should report such opinion to the Procurement Strategist before the bid opening date. Direct questions related to this ITB only to the Collier County Procurement Services Division Internet website: <https://www.bidsync.com/bidsync-cas/>. Questions will not be answered after the date and time noted.

Vendors must clearly understand that the only official answer or position of the County will be the one stated on the Collier County Procurement Services Division Online Bidding System website. For general questions, please call the referenced Procurement Strategist identified in the Public Notice.

9. PROTESTS

Any prospective vendor/bidder who desires to protest any aspect(s) or provision(s) of the solicitation (including the form of the solicitation documents or procedures) shall file their protest with the Procurement Services Division prior to the time of the bid opening strictly in accordance with the County's then current Procurement Ordinance and policies.

10. IMMIGRATION AFFIDAVIT CERTIFICATION

10.1 Statutes and executive orders require employers to abide by the immigration laws of the United States and to employ only individuals who are eligible to work in the United States. The Employment Eligibility Verification System (E-Verify) operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), provides an Internet-based means of verifying employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements. The program will be used for Collier County formal Invitations to Bid (ITB) and Request for Proposals (ITB) including professional services and construction services.

(1) Exceptions to the program:

(a) Commodity based procurement where no services are provided.

(b) Where the requirement for the affidavit is waived by the Board of County Commissioners.

10.2 Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Vendors are also required to provide the Collier County Procurement Services Division an executed affidavit certifying they shall comply with the E-Verify Program. The affidavit is attached to the solicitation documents. **If the Bidder/Vendor does not comply with providing both the acceptable E-Verify evidence and the executed affidavit the bidder's / vendor's proposal may be deemed non-responsive.**

10.3 Additionally, vendors shall require all subcontracted vendors to use the E-Verify system for all purchases not covered under the "Exceptions to the program" clause above.

10.4 For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>. It shall be the vendor's responsibility to familiarize themselves with all rules and regulations governing this program.

10.5 Vendor acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, *et seq.* and regulations relating thereto, as either may be amended and with the provisions contained within this affidavit. Failure by the awarded firm(s) to comply with the laws referenced herein or the provisions of this affidavit shall constitute a breach of the award agreement and the County shall have the discretion to unilaterally terminate said agreement immediately.

11. LOBBYING

After the issuance of any solicitation, no current or prospective vendor or any person acting on their behalf, shall contact, communicate with or discuss any matter relating to the solicitation with any Collier County employee or elected or appointed official, other than the Procurement Services Director or his/her designees. This prohibition ends upon execution of the final contract or upon cancellation of the solicitation. Any current or prospective vendor that lobbies any Collier County employee or elected or appointed official while a solicitation is open or being recommended for award (i) may be deemed ineligible for award of that solicitation by the Procurement Services Director, and (ii) will be subject to Suspension and Debarment outlined in section Twenty-eight of County Ordinance 2017-08.

12. CERTIFICATE OF AUTHORITY TO CONDUCT BUSINESS IN THE STATE OF FLORIDA (FL STATUTE 607.1501)

In order to be considered for award, firms must be registered with the Florida Department of State Divisions of Corporations in accordance with the requirements of Florida Statute 607.1501 and provide a certificate of authority (www.sunbiz.org/search.html) prior to execution of a contract. A copy of the document may be submitted with the solicitation response and the document number shall be identified. Firms who do not provide the certificate of authority at the time of response shall be required to provide same within five (5) days upon notification of selection for award. If the firm cannot provide the document within the referenced timeframe, the County reserves the right to award to another firm.

13. GENERAL INFORMATION

When it is deemed by the County that a bid cannot be awarded as originally intended, the County reserves the right to award this bid through an approach which is the best interest of the County. Alternate bids will not be considered unless authorized by the ITB. In case of identical bids tying as low bid, the County shall conduct a random selection (coin toss) by the Procurement Services Director before at least three witnesses.

14. BID AWARD PROCESS

Award shall be made in a manner consistent with the County's Procurement Ordinance. Award recommendations will be posted on the Collier County Procurement Services Division website.

15. RESERVED RIGHTS

Collier County reserves its right in any solicitation to accept or reject any or all bids, proposals or offers; to waive minor irregularities and technicalities; or to request resubmission. Also, Collier County reserves the right to accept all or any part of any bid, proposal, or offer, and to increase or decrease quantities to meet the additional or reduced requirements of Collier County. Collier County reserves its right to cancel, extend or modify any or all bids, proposals or offers; to award to one or more vendors; to award all or part of a solicitation; and to award by individual line items when it is deemed to be in the best interest of the County. Collier County reserves its right to reject any sole response.

16. INSURANCE AND BONDING REQUIREMENTS

16.1 The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in the Insurance and Bonding attachment of this solicitation. The Vendor shall procure and maintain property insurance upon the entire project, if required, to the full insurable value of the scope of work.

16.2 The County and the Vendor waive against each other and the County's separate Vendors, Contractors, Design Consultant, Subcontractors agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Vendor and County shall, where appropriate, require similar waivers of subrogation from the County's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

16.3 Collier County shall be responsible for purchasing and maintaining, its own liability insurance.

16.4 Certificates issued as a result of the award of this solicitation must identify "For any and all work performed on

behalf of Collier County.”

16.5 The General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name Collier County, Florida, as an additional insured as to the operations of Vendor under this solicitation and shall contain a severability of interests provisions.

16.6 Collier County Board of County Commissioners shall be named as the Certificate Holder. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Collier County. The "Certificate Holder" should read as follows:

Collier County Board of County Commissioners

Naples, Florida

16.7 The amounts and types of insurance coverage shall conform to the minimum requirements set forth in Insurance and Bonding attachment, with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

16.8 Coverage(s) shall be maintained without interruption from the date of commencement of the Work until the date of completion and acceptance of the scope of work by the County or as specified in this solicitation, whichever is longer.

16.9 The Vendor and/or its insurance carrier shall provide 30 days written notice to the County of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor. The Vendor shall also notify the County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by Vendor hereunder, Vendor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

16.10 Should at any time the Vendor not maintain the insurance coverage(s) required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the County for such costs within thirty (30) days after demand, the County has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the County and Vendor. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

16.11 If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the County renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the County with such renewal certificate(s) shall be considered justification for the County to terminate any and all contracts.

17. ADDITIONAL ITEMS AND/OR SERVICES

Additional items and/or services may be added to the resultant contract, or purchase order, in compliance with the Procurement Ordinance.

18. VENDOR PERFORMANCE EVALUATION

The County has implemented a Vendor Performance Evaluation System for all contracts awarded in excess of \$25,000. To this end, vendors will be evaluated on their performance upon completion/termination of this Agreement.

The County reserves the right to take into consideration a vendor's past performance under a prior or current County contract when it is considering the granting of a new contract, the assignment of a work order, or any

additional work. Past poor performance may result in the County deeming the vendor non-responsible and therefore refraining from awarding such work.

19. ADDITIONAL TERMS AND CONDITIONS OF CONTRACT

- 19.1 The selected Vendor may be required to sign a standard Collier County contract.
- 19.2 The resultant contract(s) may include purchase or work orders issued by the County's project manager.
- 19.3 The County reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of Collier County. A sample copy of this contract is available upon request. The County will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Vendor.
- 19.4 The County's project manager shall coordinate with the Vendor / Contractor the return of any surplus assets, including materials, supplies, and equipment associated with the scope or work.

20. PUBLIC RECORDS COMPLIANCE

- 20.1 Florida Public Records Law Chapter 119, including specifically those contractual requirements in 119.0701(2)(a)-(b) as follows:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Communication and Customer Relations Division

3299 Tamiami Trail East

Suite 102

Naples, FL 34112-5746

Telephone: (239) 252-8383

- 20.2 The Contractor must specifically comply with the Florida Public Records Law to:
- 20.2.1 Keep and maintain public records required by the public agency to perform the service.
- 20.2.2 Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 20.2.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
- 20.2.4 Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

21. PAYMENT METHOD

Payments are made in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes. Vendor's invoices must include:

Purchase Order Number and description and quantities of the goods or services provided per instructions on the County's purchase order or contract. Invoices shall be sent to:

Board of County Commissioners Clerk's Finance Department

ATTN: Accounts Payable

3299 Tamiami Trail East, Suite 700

Naples FL 34112

Or Emailed to: bccapclerk@collierclerk.com

- 21.1 Payments will be made for articles and/or services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of contract. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this agreement.
- 21.2 In instances where the successful contractor may owe debts (including, but not limited to taxes or other fees) to Collier County and the contractor has not satisfied nor made arrangement to satisfy these debts, the County reserves the right to off-set the amount owed to the County by applying the amount owed to the vendor or contractor for services performed or for materials delivered in association with a contract.
- 21.3 Invoices shall not reflect sales tax. After review and approval, the invoice will be transmitted to the Finance Division for payment. Payment will be made upon receipt of proper invoice and in compliance with Chapter 218 Florida Statutes, otherwise known as the "Local Government Prompt Payment Act." Collier County reserves the right to withhold and/or reduce an appropriate amount of any payment for work not performed or for unsatisfactory performance of Contractual requirements.

22. ENVIRONMENTAL HEALTH AND SAFETY

- 22.1 All Vendors and Sub Vendors performing service for Collier County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Vendors and Sub Vendors shall be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. All firewall penetrations must be protected in order to meet Fire Codes.
- 22.2 Collier County Government has authorized OSHA representatives to enter any Collier County facility, property and/or right-of-way for the purpose of inspection of any Vendor's work operations. This provision is non-negotiable by any department and/or Vendor.
- 22.3 All new electrical installations shall incorporate NFPA 70E Short Circuit Protective Device Coordination and Arc Flash Studies where relevant as determined by the engineer.
- 22.4 All electrical installations shall be labeled with appropriate NFPA 70E arch flash boundary and PPE Protective labels.

23. LICENSES

- 23.1 The Vendor is required to possess the correct Business Tax Receipt, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind. Additionally, copies of the required licenses must be submitted with the proposal response indicating that the entity proposing, as well as the team assigned to the County account, is properly licensed to perform the activities or work included in the contract documents. Failure on the part of any Vendor to submit the required documentation may be grounds to deem Vendor non-responsive. A Vendor, with an office within Collier County is also required to have an

occupational license.

23.2 All State Certified contractors who may need to pull Collier County permits or call in inspections must complete a Collier County Contractor License registration form and submit the required fee. After registering the license/registration will need to be renewed thereafter to remain "active" in Collier County.

23.3 If you have questions regarding professional licenses contact the Contractor Licensing, Community Development and Environmental Services at (239) 252-2431, 252-2432 or 252-2909. Questions regarding required occupational licenses, please contact the Tax Collector's Office at (239) 252-2477.

24. SURVIVABILITY

The Vendor agrees that any Purchase Order/Work Order/Solicitation Documents that extends beyond the expiration date of the original Solicitation will survive and remain subject to the terms and conditions of that Agreement until the completion or termination.

25. RELATION OF COUNTY

It is the intent of the parties hereto that the Vendor shall be legally considered an independent Vendor, and that neither the Vendor nor their employees shall, under any circumstances, be considered employees or agents of the County, and that the County shall be at no time legally responsible for any negligence on the part of said Vendor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

26. TERMINATION

Should the Vendor be found to have failed to perform services in a manner satisfactory to the County, the County may terminate this Agreement immediately for cause; further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be sole judge of non-performance. In the event that the award of this solicitation is made by the Procurement Services Director, the award and any resultant purchase orders may be terminated at any time by the County upon thirty (30) days written notice to the awarded vendor(s) pursuant to the Board's Procurement Ordinance.

27. PUBLIC ENTITY CRIME

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or vendor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted Vendor list.

28. SECURITY AND BACKGROUND CHECKS

28.1 The Contractor is required to comply with County Ordinance 2004-52, as amended. Background checks are valid for five (5) years and the Contractor shall be responsible for all associated costs. If required, Contractor shall be responsible for the costs of providing background checks by the Collier County Facilities Management Division for all employees that shall provide services to the County under this Agreement. This may include, but not be limited to, checking federal, state and local law enforcement records, including a state and FBI fingerprint check, credit reports, education, residence and employment verifications and other related records. Contractor shall be required to maintain records on each employee and make them available to the County for at least four (4) years.

28.2 All of Contractor's employees and subcontractors must wear Collier County Government Identification badges at all times while performing services on County facilities and properties. Contractor ID badges are valid for one (1) year from the date of issuance and can be renewed each year at no cost to the Contractor during the time period in which their background check is valid, as discussed below. All technicians shall have on their shirts the name of the contractor's business.

28.3 The Contractor shall immediately notify the Collier County Facilities Management Division via e-mail (DL-

FMOPS@colliergov.net) whenever an employee assigned to Collier County separates from their employment. This notification is critical to ensure the continued security of Collier County facilities and systems. Failure to notify within four (4) hours of separation may result in a deduction of \$500 per incident.

- 28.4 CCSO requires separate fingerprinting prior to work being performed in any of their locations. This will be coordinated upon award of the contract. If there are additional fees for this process, the vendor is responsible for all costs.

29. CONFLICT OF INTEREST

Vendor shall complete the Conflict of Interest Affidavit included as an attachment to this ITB document. Disclosure of any potential or actual conflict of interest is subject to County staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

30. PROHIBITION OF GIFTS TO COUNTY EMPLOYEES

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, the current Collier County Ethics Ordinance and County Administrative Procedure 5311. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to: submitting bids, ITB, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

31. DEDUCTION FOR NON-PERFORMANCE

The County reserves the right to deduct a portion of any invoice for goods not delivered, or services not performed in accordance with requirements, including required timeframe. The County may also deduct, or chargeback the Vendor the costs necessary to correct the deficiencies directly related to the Vendor's non-performance.

32. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

Collier County encourages and agrees to the successful vendor extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful vendor.

33. FLORIDA WOOD PRODUCTS

The Vendor/Contractor agrees to comply with Florida Statute 255.20 to provide lumber, timber and other forest products produced and manufactured in the State of Florida as long as the price, fitness and quality are equal.

34. STANDARDS OF CONDUCT

The Vendor shall employ people to work on County projects who are neat, clean, well-groomed and courteous. Subject to the American with Disabilities Act, Vendor shall supply competent employees who are physically capable of performing their employment duties. The County may require the Vendor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on Collier County projects is not in the best interest of the County.

35. PROTECTION OF PROPERTY

The Vendor shall ensure that the service is performed in such manner as to not damage any property. In the event damage occurs to any property as a direct result of the Vendor or their Sub vendor in the performance of the required service, the Vendor shall repair/replace, to the County's satisfaction, damaged property at no additional cost to the County. If the damage caused by the Vendor or their Sub vendor has to be repaired/replaced by the County, the cost of such work will be deducted from the monies due the Vendor.

The County's project manager shall coordinate with the Vendor/Contractor the return of any surplus assets, including materials, supplies, and equipment associated with the scope or work.

36. COLLIER COUNTY INFORMATION TECHNOLOGY REQUIREMENTS

All vendor access will be done via VPN access only. All access must comply with current published County Manager Agency (CMA) policies. Current policies that apply are CMAs 5402, 5403 and 5405. These policies will be available upon request from the Information Technology Department. All vendors will be required to adhere to IT policies for access to the County network. Vendors are required to notify the County in writing twenty-four (24) hours in advance as to when access to the network is planned. Included in this request must be a detailed work plan with actions that will be taken at the time of access. The County IT Department has developed a *Technical Architecture Requirements Document* that is required to be filled out and submitted with your bid response. This document can be found on the Collier County Procurement Services Division website: www.colliergov.net/purchasing. On the left-hand side of the menu, click on CC Technical Requirements. If this document is not submitted with your bid response, your bid response may be deemed non-responsive.

37. MAINTENANCE OF TRAFFIC POLICY

For all projects that are conducted within a Collier County Right-of-Way, the Vendor shall provide and erect Traffic Control Devices as prescribed in the current edition of the Manual on Uniform Traffic Control Devices (MUTCD), where applicable on local roadways and as prescribed in the Florida Department of Transportation's Design Standards (DS) on state roadways. These projects shall also comply with Collier County's Maintenance of Traffic Policy, #5807, incorporated herein by reference. Copies are available through the Risk Management and/or Procurement Services Division and are available on-line at colliergov.net/purchasing.

The Vendor will be responsible for obtaining copies of all required manuals, MUTCD, FDOT Roadway & Traffic Design Standards Indexes, or other related documents, so to become familiar with their requirements. Strict adherence to the requirements of the Maintenance of Traffic ("MOT") policy will be enforced under this Contract. All costs associated with the Maintenance of Traffic shall be included on the line item on the bid page. If MOT is required, MOT is to be provided within ten (10) days of receipt of Notice of Award.

38. DEBRIS

Vendor shall be responsible for the removal and disposal of all debris from the site and the cleaning of the affected areas. Vendor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon the request of the County's representative, shall remove and dispose such debris and materials from the property. The Vendor shall leave all affected areas as they were prior to beginning work.

39. DIRECT MATERIAL PURCHASE

39.1 The County reserves the right to require Vendor to assign some or all of its agreements with material suppliers directly to the County. Any such goods and/or materials purchased by the County pursuant to such an assignment of a material supply agreement shall be referred to as "County Furnished Materials" and the responsibilities of both the County and the Vendor relating to said materials shall be governed by the terms and conditions of this solicitation. Additionally, the County at its sole option may choose to purchase some or all of the goods and/or materials from other suppliers. In either instance the County may require the following information from the Vendor:

39.1.1 Required quantities of material

39.1.2 Specifications relating to goods and/or materials required for job including brand and/or model number or type if applicable

39.1.3 Pricing and availability of goods and/or materials provided under Vendor's agreements with material suppliers

40. GRANT COMPLIANCE

The purchase of any goods and/or services that are funded through Federal Grant Appropriations, the State of Florida, or any other public or private foundations shall be subject to the compliance and reporting requirements of the granting agency.

41. EQUIPMENT

Vendor shall have available and in good working condition, the necessary equipment to perform the required service. If required by the County, the Vendor shall supply a list of equipment and an hourly rate for each. Hourly

rates will commence once equipment arrives at the service site, unless otherwise agreed in writing by the Project Manager.

In the event that additional specialized and/or heavy equipment (backhoe, crane, mudhog, etc.) is needed, the Project Manager must be notified in advance for approval. The reimbursement of additional equipment expense shall be at cost and will commence once equipment arrives at the service site, unless otherwise agreed in writing by the Project Manager. The County reserves the right to request and obtain documentation of the Vendor's cost for time and material projects, and to withhold payments until documentation is provided.

All County-purchased equipment must be new and of current manufacture in production at the time of bid opening, and carry industry standard warranties. At the time of delivery, at least two (2) complete shop repair manuals and parts lists must be furnished with each type of equipment. Vendor must service all equipment prior to delivery and/or acceptance by the County.

The scope of these specifications is to ensure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the Vendor from furnishing a complete unit.

42. STORAGE TANK INSTALLATION AND CLOSURE REQUIREMENTS (43-46 where applicable)

The contractor shall ensure compliance with all NFPA regulations: specifically, 110 & 30/30A; FDEP chapter 62 regulations: specifically, 761, 762, 777, and 780; 376 & 403 Florida Statutes; and STI, UL, PEI, ASME, NACE, NLP, NIST & API referenced standards pertaining to the storage of hazardous materials and petroleum products.

The contractor shall notify the Solid & Hazardous Waste Management Department (SHWMD) prior to the installation, removal, or maintenance of any storage tank, including day tanks for generators, storing / will be storing petroleum products or hazardous materials. The contractor shall provide a 10 day and 48-hour notice to SHWMD 239-252-2508 prior to commencement.

The contractor shall provide the plans pertaining to the storage tank systems containing hazardous materials / petroleum products to the SHWMD prior to plans submittal to a permitting entity and then SHWMD must approve the plans prior to contractor's submittal for permitting.

43. 62-761.300 APPLICABILITY

43.1 General Requirements:

43.1.1 Underground storage tank systems: The requirements of this Chapter, unless specified otherwise, apply to owners and operators of facilities, or owners and operators of UST systems with individual storage tank capacities greater than 110 gallons that contain or contained:

- (1) Vehicular fuel, subject to Chapter 17-61, F.A.C., after May 21, 1984
- (2) Pollutants or hazardous substances after December 10, 1990; or
- (3) Regulated substances in unmaintained storage tank systems.

43.1.2 This rule is applicable to non-residential facilities. Under 40 C.F.R. 280, residential tanks greater than 1100 gallons containing motor fuels are subject to Federal UST rules (advisory information only-not required by this Chapter).

44. 62-762.301, F.A.C. APPLICABILITY

44.1 General Requirements:

44.1.1 Aboveground storage tank systems: The requirements of this chapter, unless specified otherwise, apply to owners and operators of facilities, or owners and operators of aboveground stationary storage tank systems with individual storage tank capacities greater than 550 gallons that contain or contained: Vehicular fuel, subject to Chapter 17-61, F.A.C., after May 21, 1984

- (1) Vehicular fuel, subject to Chapter 17-61, F.A.C., after May 21, 1984;
- (2) Pollutants after March 12, 1991; or
- (3) Pollutants in unmaintained storage tank systems.

44.1.2 Aboveground compression vessels and hazardous substance storage tank systems: Owners and operators of compression vessels and hazardous substance storage tanks with capacities of greater than 110 gallons containing hazardous substances are only required to comply with subsections 62-762.401 (1)-(2), F.A.C.

44.1.3 Aboveground mineral acid storage tank systems: Owners and operators of facilities, or owners and operators of aboveground mineral acid storage tank systems with capacities of greater than 110 gallons containing mineral acids are only required to comply with Rule 62-762.891, F.A.C.

45. **POLLUTION PREVENTION**

The vendor is required to implement industry relevant pollution prevention and best management practices. Should pollution incidents occur, Collier County Pollution Control must be notified immediately.

46. **DEFINITIONS**

62-761.200(11) and 62-762.201(16), F.A.C.: “*County*” means a locally administered program under contract with the Department to perform compliance verification activities at facilities with storage tank systems.

62-761.200(48) and 62-762.201(62), F.A.C.: “*Pollutants*” includes any “product” as defined in Section 377.19(11), F.S., pesticides, ammonia, chlorine and derivatives thereof, excluding liquefied petroleum gas.

62-761.200(51) and 62-762.201(65), F.A.C.: “*Product*” as defined in Section 377.19(11), F.S., means any commodity made from oil or gas and includes refined crude oil, crude tops, topped crude, processed crude petroleum, residue from crude petroleum, cracking stock, uncracked fuel oil, fuel oil, treated crude oil, residuum, gas oil, casing head gasoline, natural gas gasoline, naphtha, distillate, condensate, gasoline, used oil, kerosene, benzene, wash oil, blended gasoline, lubricating oil, blends or mixtures of oil with one or more liquid products or byproducts derived from oil or gas, and blends or mixtures of two or more liquid products or byproducts derived from oil or gas, whether hereinabove enumerated or not.

62-761(73) and 62-762(84), F.A.C.: “*Vehicular fuel*” means a petroleum product used to fuel motor vehicles, including aircraft, watercraft and vehicles used on and off roads and rails.

Yes No

Certification: I certify that I am in agreement, to the best of my knowledge, with the General Bid Instructions above.



Form 7: Vendor Submittal – Local Vendor Preference Affidavit

(Check Appropriate Boxes Below)

State of Florida (Select County if Vendor is described as a Local Business)

- Collier County
- Lee County

Vendor affirms that it is a local business as defined by the Procurement Ordinance of the Collier County Board of County Commissioners and the Regulations Thereto. As defined in Section XV of the Collier County Procurement Ordinance:

Local business means the vendor has a current Business Tax Receipt issued by the Collier County Tax Collector prior to bid or proposal submission to do business within Collier County, and that identifies the business with a permanent physical business address located within the limits of Collier County from which the vendor's staff operates and performs business in an area zoned for the conduct of such business. A Post Office Box or a facility that receives mail, or a non-permanent structure such as a construction trailer, storage shed, or other non-permanent structure shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of Collier County in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities, support and increase to the County's tax base, and residency of employees and principals of the business within Collier County. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section. A vendor who misrepresents the Local Preference status of its firm in a proposal or bid submitted to the County will lose the privilege to claim Local Preference status for a period of up to one year under this section.

Vendor must complete the following information:

Year Business Established in Collier County or Lee County: 1973

Number of Employees (Including Owner(s) or Corporate Officers): 148

Number of Employees Living in Collier County or Lee (Including Owner(s) or Corporate Officers): 122

If requested by the County, vendor will be required to provide documentation substantiating the information given in this affidavit. Failure to do so will result in vendor's submission being deemed not applicable.

Vendor Name: TAMIAMI FORD, Inc. Date: 12-7-2018

Address in Collier or Lee County: 1471 AIRPORT POLLING ROAD NORTH NAHVES, FL 34104

Signature: [Handwritten Signature] Title: GM

1.0 LOCAL VENDOR PREFERENCE (LVP)

- 1.1 The County is using the Competitive Sealed Bid methodology of source selection for this procurement, as authorized by Ordinance Number 2017-08 establishing and adopting the Collier County Procurement Ordinance.
- 1.2 Local business means the vendor has a current Business Tax Receipt issued by the Collier County Tax Collector prior to bid or proposal submission to do business within Collier County, and that identifies the business with a permanent physical business address located within the limits of Collier County from which the vendor's staff operates and performs business in an area zoned for the conduct of such business. A Post Office Box or a facility that receives mail, or a non-permanent structure such as a construction trailer, storage shed, or other non-permanent structure shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of Collier County in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities, support and increase to the County's tax base, and residency of employees and principals of the business within Collier County. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section. A vendor who misrepresents the Local Preference status of its firm in a proposal or bid submitted to the County will lose the privilege to claim Local Preference status for a period of up to one year.
- 1.3 Under this solicitation, bidders desiring to receive local preference will be invited and required to affirmatively state and provide documentation as set forth in the solicitation in support of their status as a local business. Any bidder who fails to submit sufficient documentation with their bid offer shall not be granted local preference consideration for the purposes of that specific contract award. Except where federal or state law, or any other funding source, mandates to the contrary, Collier County and its agencies and instrumentalities, will give preference to local businesses in the following manner.
- 1.4 *Competitive bid (local price match option).* Each formal competitive bid solicitation shall clearly identify how the price order of the bids received will be evaluated and determined. When a qualified and responsive, non-local business submits the lowest price bid, and the bid submitted by one or more qualified and responsive local businesses is within ten percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s), less one (1) dollar, offered by the overall lowest, qualified and responsive bidder. In such instances, staff shall first verify if the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the Procurement Services Division shall determine if the lowest local bidder meets the requirements of Fla. Stat. Sec. 287.087 (Preferences to businesses with drug-free workplace programs). If the lowest local bidder meets the requirements of Fla. Stat. Sec. 287.087, the Procurement Services Division shall invite the lowest local bidder to submit a matching offer, less one (1) dollar, within five (5) business days thereafter. If the lowest local bidder submits an offer that fully matches the lowest bid, less one (1) dollar, from the lowest non-local bidder tendered previously, then award shall be made to the local bidder. If the lowest local bidder declines or is unable to match the lowest non-local bid price(s), then award will be made to the lowest overall qualified and responsive bidder. If the lowest local bidder does not meet the requirement of Fla. Stat. Sec 287.087, and the lowest non-local bidder does, award will be made to the bidder that meets the requirements of the reference state law.
- 1.5 Bidder must complete and submit with their bid response the *Affidavit for Claiming Status as a Local Business* which is included as part of this solicitation. **Failure on the part of a Bidder to submit this Affidavit with their bid response will preclude said Bidder from being considered for local preference on this solicitation.**
- 1.6 A Bidder who misrepresents the Local Preference status of its firm in a bid submitted to the County will lose the privilege to claim Local Preference status for a period of up to one (1) year.
- 1.7 The County may, as it deems necessary, conduct discussions with responsible bidders determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

1. PURCHASE ORDER TERMS AND CONDITIONS

1.1 Offer

This offer is subject to cancellation by the COUNTY without notice if not accepted by VENDOR within fourteen (14) days of issuance.

1.2 Acceptance and Confirmation

This Purchase Order (including all documents attached to or referenced therein) constitutes the entire agreement between the parties, unless otherwise specifically noted by the COUNTY on the face of this Purchase Order. Each delivery of goods and/or services received by the COUNTY from VENDOR shall be deemed to be upon the terms and conditions contained in this Purchase Order.

No additional terms may be added and Purchase Order may not be changed except by written instrument executed by the COUNTY. VENDOR is deemed to be on notice that the COUNTY objects to any additional or different terms and conditions contained in any acknowledgment, invoice or other communication from VENDOR, notwithstanding the COUNTY'S acceptance or payment for any delivery of goods and/or services, or any similar act by VENDOR.

1.3 Inspection

1.3.1 All goods and/or services delivered hereunder shall be received subject to the COUNTY'S inspection and approval and payment therefore shall not constitute acceptance. All payments are subject to adjustment for shortage or rejection. All defective or nonconforming goods will be returned pursuant to VENDOR'S instruction at VENDOR'S expense.

1.3.2 To the extent that a purchase order requires a series of performances by VENDOR, the COUNTY prospectively reserves the right to cancel the entire remainder of the Purchase Order if goods and/or services provided early in the term of the Purchase Order are non conforming or otherwise rejected by the COUNTY.

1.4 Shipping and Invoices

1.4.1 a) All goods are FOB destination and must be suitably packed and prepared to secure the lowest transportation rates and to comply with all carrier regulations. Risk of loss of any goods sold hereunder shall transfer to the COUNTY at the time and place of delivery; provided that risk of loss prior to actual receipt of the goods by the COUNTY nonetheless remain with VENDOR.

1.4.2 b) No charges will be paid by the COUNTY for packing, crating or cartage unless otherwise specifically stated in this Purchase Order. Unless otherwise provided in Purchase Order, no invoices shall be issued nor payments made prior to delivery. Unless freight and other charges are itemized, any discount will be taken on the full amount of invoice.

1.4.3 c) All shipments of goods scheduled on the same day via the same route must be consolidated. Each shipping container must be consecutively numbered and marked to show this Purchase Order number. The container and Purchase Order numbers must be indicated on bill of lading. Packing slips must show Purchase Order number and must be included on each package of less than container load (LCL) shipments and/or with each car load of equipment. The COUNTY reserves the right to refuse or return any shipment or equipment at VENDOR'S expense that is not marked with Purchase Order numbers. VENDOR agrees to declare to the carrier the value of any shipment made under this Purchase Order and the full invoice value of such shipment.

1.4.4 d) All invoices must contain the Purchase Order number and any other specific information as identified on the Purchase Order. Discounts of prompt payment will be computed from the date of receipt of goods or from date of receipt of invoices, whichever is later. Payment will be made upon receipt of a proper invoice and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act," and, pursuant to the Board of County Commissioners Purchasing Policy.

1.5 Time Is Of the Essence

Time for delivery of goods or performance of services under this Purchase Order is of the essence. Failure of VENDOR to meet delivery schedules or deliver within a reasonable time, as interpreted by the COUNTY in its sole judgment, shall entitle the COUNTY to seek all remedies available to it

at law or in equity. VENDOR agrees to reimburse the COUNTY for any expenses incurred in enforcing its rights. VENDOR further agrees that undiscovered delivery of nonconforming goods and/or services is not a waiver of the COUNTY'S right to insist upon further compliance with all specifications.

1.6 Changes

The COUNTY may at any time and by written notice make changes to drawings and specifications, shipping instructions, quantities and delivery schedules within the general scope of this Purchase Order. Should any such change increase or decrease the cost of, or the time required for performance of the Purchase Order, an equitable adjustment in the price and/or delivery schedule will be negotiated by the COUNTY and VENDOR. Notwithstanding the foregoing, VENDOR has an affirmative obligation to give notice if the changes will decrease costs. Any claims for adjustment by VENDOR must be made within thirty (30) days from the date the change is ordered or within such additional period of time as may be agreed upon by the parties.

1.7 Warranties

VENDOR expressly warrants that the goods and/or services covered by this Purchase Order will conform to the specifications, drawings, samples or other descriptions furnished or specified by the COUNTY, and will be of satisfactory material and quality production, free from defects and sufficient for the purpose intended. Goods shall be delivered free from any security interest or other lien, encumbrance or claim of any third party. These warranties shall survive inspection, acceptance, passage of title and payment by the COUNTY.

1.8 Statutory Conformity

1.8.1 Goods and services provided pursuant to this Purchase Order, and their production and transportation shall conform to all applicable laws, including but not limited to the Occupational Health and Safety Act, the Federal Transportation Act and the Fair Labor Standards Act, as well as any law or regulation noted on the face of the Purchase Order.

1.9 Advertising

No VENDOR providing goods and services to the COUNTY shall advertise the fact that it has contracted with the COUNTY for goods and/or services, or appropriate or make use of the COUNTY'S name or other identifying marks or property without the prior written consent of the COUNTY'S Purchasing Department.

1.10 Indemnification

VENDOR shall defend, indemnify and hold harmless the COUNTY from any and all claims, including claims of negligence, costs and expenses, including but not limited to attorneys' fees, arising from, caused by or related to the injury or death of any person (including but not limited to employees and agents of VENDOR in the performance of their duties or otherwise), or damage to property (including property of the COUNTY or other persons), which arise out of or are incident to the goods and/or services to be provided hereunder.

1.11 Warranty of Non Infringement

1.11.1 VENDOR represents and warrants that all goods sold or services performed under this Purchase Order are: a) in compliance with applicable laws; b) do not infringe any patent, trademark, copyright or trade secret; and c) do not constitute unfair competition.

1.11.2 VENDOR shall indemnify and hold harmless the COUNTY from and against any and all claims, including claims of negligence, costs and expense, including but not limited to attorneys' fees, which arise from any claim, suit or proceeding alleging that the COUNTY'S use of the goods and/or services provided under this Purchase Order are inconsistent with VENDOR'S representations and warranties in section 11 (a).

1.11.3 If any claim which arises from VENDOR'S breach of section 11 (a) has occurred, or is likely to occur, VENDOR may, at the COUNTY'S option, procure for the COUNTY the right to continue using the goods or services, or replace or modify the goods or services so that they become non infringing, (without any material degradation in performance, quality, functionality or additional cost to the COUNTY).

1.12 Insurance Requirements

The **VENDOR**, at its sole expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Purchase Order. Providing and maintaining adequate insurance coverage is a material obligation of the **VENDOR**. All insurance policies shall be executed through insurers authorized or eligible to write policies in the State of Florida.

1.13 Compliance with Laws

In fulfilling the terms of this Purchase Order, **VENDOR** agrees that it will comply with all federal, state, and local laws, rules, codes, and ordinances that are applicable to the conduct of its business. By way of non-exhaustive example, this shall include the American with Disabilities Act and all prohibitions against discrimination on the basis of race, religion, sex creed, national origin, handicap, marital status, or veterans' status. Further, **VENDOR** acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the County shall have the discretion to unilaterally terminate said agreement immediately. Any breach of this provision may be regarded by the **COUNTY** as a material and substantial breach of the contract arising from this Purchase Order.

1.14 Force Majeure

Neither the **COUNTY** nor **VENDOR** shall be responsible for any delay or failure in performance resulting from any cause beyond their control, including, but without limitation to war, strikes, civil disturbances and acts of nature. When **VENDOR** has knowledge of any actual or potential force majeure or other conditions which will delay or threatens to delay timely performance of this Purchase Order, **VENDOR** shall immediately give notice thereof, including all relevant information with respects to what steps **VENDOR** is taking to complete delivery of the goods and/or services to the **COUNTY**.

1.15 Assignment

VENDOR may not assign this Purchase Order, nor any money due or to become due without the prior written consent of the **COUNTY**. Any assignment made without such consent shall be deemed void.

1.16 Taxes

Goods and services procured subject to this Purchase Order are exempt from Florida sales and use tax on real property, transient rental property rented, tangible personal purchased or rented, or services purchased (Florida Statutes, Chapter 212), and from federal excise tax.

1.17 Annual Appropriations

The **COUNTY'S** performance and obligation to pay under this Purchase Order shall be contingent upon an annual appropriation of funds.

1.18 Termination

This Purchase Order may be terminated at any time by the **COUNTY** upon 30 days prior written notice to the **VENDOR**. This Purchase Order may be terminated immediately by the **COUNTY** for breach by **VENDOR** of the terms and conditions of this Purchase Order, provided that **COUNTY** has provided **VENDOR** with notice of such breach and **VENDOR** has failed to cure within 10 days of receipt of such notice.

1.19 General

1.19.1 a) This Purchase Order shall be governed by the laws of the State of Florida. The venue for any action brought to specifically enforce any of the terms and conditions of this Purchase Order shall be the Twentieth Judicial Circuit in and for Collier County, Florida

1.19.2 b) Failure of the **COUNTY** to act immediately in response to a breach of this Purchase Order by **VENDOR** shall not constitute a waiver of breach. Waiver of the **COUNTY** by any default by **VENDOR** hereunder shall not be deemed a waiver of any subsequent default by **VENDOR**.

- 1.19.3 c) All notices under this Purchase Order shall be sent to the respective addresses on the face page by certified mail, return receipt requested, by overnight courier service, or by personal delivery and will be deemed effective upon receipt. Postage, delivery and other charges shall be paid by the sender. A party may change its address for notice by written notice complying with the requirements of this section.
- 1.19.4 d) The Vendor agrees to reimbursement of any travel expenses that may be associated with this Purchase Order in accordance with Florida Statute Chapter 112.061, Per Diem and Travel Expenses for Public Officers, employees and authorized persons.
- 1.19.5 e) In the event of any conflict between or among the terms of any Contract Documents related to this Purchase Order, the terms of the Contract Documents shall take precedence over the terms of the Purchase Order. To the extent any terms and /or conditions of this Purchase Order duplicate or overlap the Terms and Conditions of the Contract Documents, the provisions of the Terms and/or Conditions that are most favorable to the County and/or provide the greatest protection to the County shall govern.

Form 1: Vendor's Non-Response Statement

The sole intent of the Collier County Procurement Services Division is to issue solicitations that are clear, concise and openly competitive. Therefore, we are interested in ascertaining reasons for prospective Vendors not wishing to respond to this solicitation. If your firm is not responding to this solicitation, please indicate the reason(s) by checking the item(s) listed below and return this form via email noted on the cover page, or mail to Collier County Government, Procurement Services Division, 3295 Tamiami Trail East, BLDG C-2, Naples, FL 34112.

We are not responding to the solicitation for the following reason(s):

- Services requested not available through our company.
- Our firm could not meet specifications/scope of work.
- Specifications/scope of work not clearly understood or applicable (too vague, rigid, etc.)
- Project is too small.
- Insufficient time allowed for preparation of response.
- Incorrect address used. Please correct mailing address:

- Other reason(s):

Name of Firm: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Email: _____

Representative Signature: _____

Representative Name: _____ Date _____

Form 2: Vendor Check List

IMPORTANT: THIS SHEET MUST BE SIGNED. Please read carefully, sign in the spaces indicated and return with your Proposal.

Vendor should check off each of the following items as the necessary action is completed:

- The Solicitation Submittal has been signed.
- The Solicitation Pricing Document (Bid Schedule/Quote Schedule/etc.) has been completed and attached.
- All applicable forms have been signed and included, along with licenses to complete the requirements of the project.
- Any addenda have been signed and included.
- Affidavit for Claiming Status as a Local Business, **if applicable.**
- Division of Corporations - Florida Department of State – <http://dos.myflorida.com/sunbiz/> (If work performed in the State).
- E-Verify/Immigration Affidavit (Memorandum of Understanding).

ALL SUBMITTALS MUST HAVE THE SOLICITATION NUMBER AND TITLE

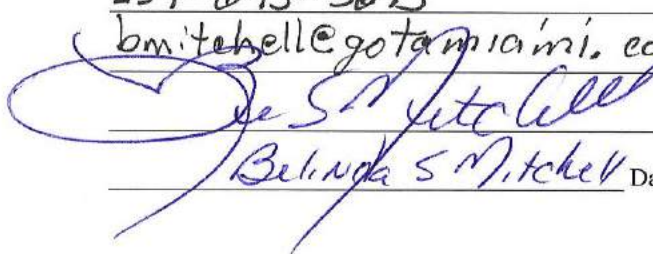
Name of Firm: TAMIAMI Ford, Inc.

Address: 1471 AIRPORT POLLING ROAD NORTH

City, State, Zip: NAPLES, FL 34104

Telephone: 239-643-3613

Email: bmitchell@gotamiami.com

Representative Signature:  GM

Representative Name: Belinda S. Mitchell Date 12-7-18

Form 3: Conflict of Interest Affidavit

The Vendor certifies that, to the best of its knowledge and belief, the past and current work on any Collier County project affiliated with this solicitation does not pose an organizational conflict as described by one of the three categories below:

Biased ground rules – The firm has not set the “ground rules” for affiliated past or current Collier County project identified above (e.g., writing a procurement’s statement of work, specifications, or performing systems engineering and technical direction for the procurement) which appears to skew the competition in favor of my firm.

Impaired objectivity – The firm has not performed work on an affiliated past or current Collier County project identified above to evaluate proposals / past performance of itself or a competitor, which calls into question the contractor’s ability to render impartial advice to the government.

Unequal access to information – The firm has not had access to nonpublic information as part of its performance of a Collier County project identified above which may have provided the contractor (or an affiliate) with an unfair competitive advantage in current or future solicitations and contracts.

In addition to this signed affidavit, the contractor / vendor must provide the following:

1. All documents produced as a result of the work completed in the past or currently being worked on for the above-mentioned project; and,
2. Indicate if the information produced was obtained as a matter of public record (in the “sunshine”) or through non-public (not in the “sunshine”) conversation (s), meeting(s), document(s) and/or other means.

Failure to disclose all material or having an organizational conflict in one or more of the three categories above be identified, may result in the disqualification for future solicitations affiliated with the above referenced project(s).

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the project identified above has been fully disclosed and does not pose an organizational conflict.

Firm: TAMMAMI FORD, Inc.

Signature and Date:

Print Name:

Title of Signatory:

Belinda S. Mitchell 12-7-18
Belinda S. Mitchell
General Manager

Form 4: Vendor Declaration Statement

BOARD OF COUNTY COMMISSIONERS
Collier County Government Complex
Naples, Florida 34112

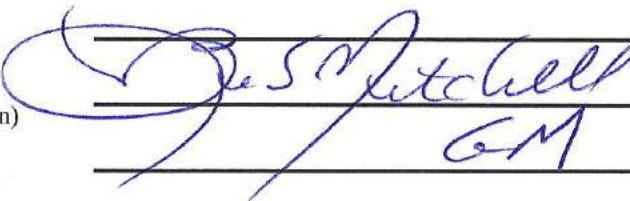
Dear Commissioners:

The undersigned, as Vendor declares that this response is made without connection or arrangement with any other person and this proposal is in every respect fair and made in good faith, without collusion or fraud.

The Vendor agrees, if this solicitation submittal is accepted, to execute a Collier County document for the purpose of establishing a formal contractual relationship between the firm and Collier County, for the performance of all requirements to which the solicitation pertains. The Vendor states that the submitted is based upon the documents listed by the above referenced Solicitation. **Further, the vendor agrees that if awarded a contract for these goods and/or services, the vendor will not be eligible to compete, submit a proposal, be awarded, or perform as a sub-vendor for any future associated with work that is a result of this awarded contract.**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 7 day of Dec, 2018 in the County of Collier, in the State of Fla.

Firm's Legal Name: TAMIAMI FORD, INC.
Address: 1471 AIRPORT PULLING ROAD NORTH
City, State, Zip Code: NAPLES, FL 34104
Florida Certificate of Authority Document Number: 433760
Federal Tax Identification Number: 59-1480120
*CCR # or CAGE Code: _____
*Only if Grant Funded: _____
Telephone: 239-643-3673

Signature by:  Bruce S. Mitch
(Typed and written)
Title: GM

Send payments to:
(required if different from
above)

Contact name:

Company name used as payee

Title:

Address:

City, State, ZIP

Telephone:

Email:

**Office servicing Collier
County to place orders**
(required if different from
above)

Contact name:

DOUG HOLLAND

Title:

MUNICIPAL FLEET SALES MANAGER

Address:

1471 AIRPORT POLLING ROAD NORTH

City, State, ZIP

NAPLES, FL 34104

Telephone:

239-643-3673 EXT 263 / e 239-253-7138

Email:

dholland@gotamiaini.com / hamiaini.doug@gmail.com

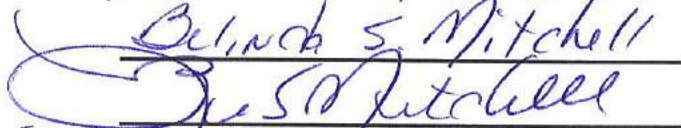
Form 5: Immigration Affidavit Certification

This Affidavit is required and should be signed, notarized by an authorized principal of the firm and submitted with formal solicitation submittals. Further, Vendors are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the Vendor's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. **Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program may deem the Vendor's proposal as non-responsive.**

Collier County will not intentionally award County contracts to any Vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

Collier County may consider the employment by any Vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by Collier County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's proposal.

Company Name TAMAMI FORD, INC.
Print Name BRENDA S. MITCHELL Title GM
Signature  Date 12-7-18
State of FL
County of Collier

The signee of these Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

Form 6: Vendor Substitute W - 9
Request for Taxpayer Identification Number and Certification

In accordance with the Internal Revenue Service regulations, Collier County is required to collect the following information for tax reporting purposes from individuals and companies who do business with the County (including social security numbers if used by the individual or company for tax reporting purposes). Florida Statute 119.071(5) requires that the county notify you in writing of the reason for collecting this information, which will be used for no other purpose than herein stated. Please complete all information that applies to your business and return with your quote or proposal.

1. General Information (provide all information)

Taxpayer Name <u>TAMIAMI FORD INC</u> <i>(as shown on income tax return)</i>	
Business Name <i>(if different from taxpayer name)</i>	
Address <u>1491 AIRPORT POLLING ROAD N.</u> City <u>NAPLES</u>	
State <u>FLORIDA</u>	Zip <u>34104</u>
Telephone <u>239-643-3673</u>	Email <u>bmitchellegotamiami.com</u>
Order Information (Must be filled out) Address <u>1491 AIRPORT POLLING RD. N.</u> City <u>NAPLES</u> State <u>FL</u> Zip <u>34104</u> Email <u>dholland@gotamiami.com</u> <u>tamiami.doug@gmail.com</u>	Remit / Payment Information (Must be filled out) Address <u>1491 AIRPORT POLLING RD. N.</u> City <u>NAPLES</u> State <u>FL</u> Zip <u>34104</u> Email <u>sweinhart@gotamiami.com</u>

2. Company Status (check only one)

<input type="checkbox"/> Individual / Sole Proprietor	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Tax Exempt (Federal income tax-exempt entity under Internal Revenue Service guidelines IRC 501 (c) 3)	<input type="checkbox"/> Limited Liability Company	
<input checked="" type="checkbox"/> Enter the tax classification <i>(D = Disregarded Entity, C = Corporation, P = Partnership)</i>		

3. Taxpayer Identification Number (for tax reporting purposes only)

Federal Tax Identification Number (TIN) 391480120

(Vendors who do not have a TIN, will be required to provide a social security number prior to an award).

4. Sign and Date Form: Certification:

Under penalties of perjury, I certify that the information shown on this form is correct to my knowledge.

Signature <u>[Signature]</u>	Date <u>12-7-18</u>
Title <u>GM</u>	Phone Number <u>239 643 3673</u>



**COLLIER COUNTY
BOARD OF COUNTY COMMISSIONERS**

INVITATION TO BID (ITB)

FOR

VEHICLE FLEET PURCHASE

SOLICITATION NO.: 19-7522

**KRISTOFER LOPEZ, PROCUREMENT STRATEGIST
PROCUREMENT SERVICES DIVISION
3295 TAMiami TRAIL EAST, BLDG C-2
NAPLES, FLORIDA 34112
TELEPHONE: (239) 252-8944
Kristofer.Lopez@colliercountyfl.gov (Email)**

This solicitation document is prepared in a Microsoft Word format. Any alterations to this document made by the Vendor may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Collier County Government.

SOLICITATION PUBLIC NOTICE

INVITATION TO BID (ITB) NUMBER:	<u>19-7522</u>
PROJECT TITLE:	<u>Vehicle Fleet Purchase</u>
LOCATION:	<u>PROCUREMENT SERVICES DIVISION, CONFERENCE ROOM A, 3295 TAMAMI TRAIL EAST, BLDG C-2, NAPLES, FLORIDA 34112</u>
DUE DATE:	<u>DATE & TIME</u>
PLACE OF BID OPENING:	<u>PROCUREMENT SERVICES DIVISION 3295 TAMAMI TRAIL EAST, BLDG C-2 NAPLES, FL 34112</u>

All proposals shall be submitted online via the Collier County Procurement Services Division Online Bidding System:
<https://www.bidsync.com/bidsync-cas/>

INTRODUCTION

As requested by the Fleet Management Division (hereinafter, the "Division") the Collier County Board of County Commissioners Procurement Services Division (hereinafter, "County") has issued this Invitation to Bid (hereinafter, "ITB") with the intent of obtaining bid submittals from interested and qualified vendors in accordance with the terms, conditions and specifications stated or attached. The vendor, at a minimum, must achieve the requirements of the Specifications or Scope of Work stated.

The results of this solicitation may be used by other County departments once awarded according to the Board of County Commissioners Procurement Ordinance.

The County seeks bids to facilitate purchases of new fleet vehicles for County operations. Vehicles covered under this bid are Ford automobiles, vans, sport utility vehicles, cross-over vehicles, and light/medium-duty trucks up to 33,000 pounds GVWR. Purchases of 50-80 vehicles are expected annually, however the County makes no commitment to any minimum or maximum quantity. Although most light to medium-duty fleet vehicles will be purchased from this bid, the County reserves the right to purchase from other government bids and/or government association bids, and to competitively bid specialty vehicles such as ambulances when deemed in the best interests of the County.

TERM OF CONTRACT

The contract term, if an award(s) is/are made is intended to be for three (3) years with three (3) one-year renewals.

The percentage discount below dealer invoice that was bid and awarded shall remain firm for the duration of the this contract.

Surcharges will not be accepted in conjunction with this contract, and such charges should be incorporated into the pricing structure.

The County Manager, or designee, may, at his discretion, extend the Agreement under all of the terms and conditions contained in this Agreement for up to one hundred eighty (180) days. The County Manager, or designee, shall give the Contractor written notice of the County's intention to extend the Agreement term not less than ten (10) days prior to the end of the Agreement term then in effect.

AWARD CRITERIA

ITB award criteria are as follows:

- The County's Procurement Services Division reserves the right to clarify a vendor's submittal prior to the award of the solicitation.
- For the purposes of determining the winning bidder, the County will select the vendor with the highest discount as outlined below:
 - **Highest "Percentage discount from total dealer invoice price"**
- Collier County reserves the right to select one, or more than one suppliers, award on a line item basis, establish a pool for quoting, or other options that represents the best value to the County; however, it is the intent to:
 - **Identify a single awardee**
- The County reserves the right to issue a formal contract, standard County Purchase Order, or utilize the County Purchasing

Card for the award of this solicitation.

DETAILED SCOPE OF WORK

All bidders must be a Ford Motor Company manufacturer-authorized dealership with full maintenance, warranty, and parts capabilities. The successful bidder must provide warranty service on all Ford vehicles purchased by the County without regard to the source of purchase and must provide service facilities or service capabilities convenient to Collier County operations. Convenient is defined as service facilities located within ten miles of 2901 County Barn Road, Naples, Florida 34112 or provision of timely vehicle pick-up and delivery services or provision of on-site maintenance services for warranty requirements. At least one of these capabilities must be indicated on the bid schedule. **To be considered a responsive bidder, a bidder MUST comply with one of the three warranty scenarios listed on the Bid Schedule.**

Due to the make-up of the current County fleet, parts inventory, tools, diagnostics, and training considerations, the Board of County Commissioners has deemed Ford as the manufacturer of choice for small and medium-duty vehicles. Only Ford dealerships and products will be considered on this bid.

The bid will be a percentage figure below total dealer invoice price, including model base price, factory installed options, and destination freight charges, less any National, State, or local factory fleet incentives, or any additional dealer incentives. All special additional equipment not factory installed, such as utility bodies, cranes, caution/emergency lights, bedliners, or other after-market additions installed by a subcontractor shall be billed at dealer cost as shown on the subcontractor's invoice. Copies of subcontractor invoices will be provided to the County upon delivery of the vehicle. Prices for non-factory options installed by the dealer such as window tinting, extra keys, or van shelving shall be indicated in the dealer quote for each specification. No further verification will be required for dealer installed options.

Vehicle Purchases

Purchases of individual vehicles or groups of like vehicles shall be made from an awarded dealer that meets vehicle specifications with the lowest net price after factory and dealer discounts. The County shall be the sole judge of accepting or denying any deviations from specifications. Vehicle bid prices shall include all charges including delivery/transportation, dealer preparation, fuel, pollution taxes/charges, and temporary registration fees.

Once a vehicle bid has been awarded, the County may purchase any number of vehicles with the same specifications, during the same model year, from the same vehicle bid of the awarded dealer. Vehicle bids not received during the time period designated by the County shall be considered as "no bids".

On occasions when the needs of the County are immediate or time critical, award may be made on the basis of availability rather than lowest cost.

Vehicle Bid Procedures

The Collier County Fleet Management Division shall provide the dealer(s) with vehicle specifications and designate a time period for bid response. If more than one dealer is awarded this bid, specifications shall be sent to all dealers on the same day using the same mode of transmission or transport. Bid responses shall be made in the format provided by the Fleet Management Division along with a copy of a Vehicle Order Confirmation Report or other confirming documentation provided to the Dealer by Ford Motor Company showing dealer invoice prices and copies of any subcontractor bid proposals for any after-market additions. Subcontractor bid proposals shall be listed in detail by item.

The Fleet Management Division will review all bid responses for specification compliance and bid prices to determine the awarded dealer. Award results will be announced to all bidding dealers. A County purchase order shall be issued to the dealer as official authority to order the awarded vehicle(s).

Delivery

Bidders shall have 120 days to deliver normal production vehicles and 150 days to deliver vehicles with dealer options or additional equipment. If vehicles are not delivered within these time periods, the County shall have the option of canceling the purchase order and awarding the bid to the next lowest bidder or to the bidder with the quickest availability.

All vehicles shall be cleaned, serviced (including all normal dealer preparations), and delivered to Collier County Fleet Management at 2901 County Barn Road, Naples, Florida 34112. All after-market options shall be properly installed and operational per specifications at delivery. Vehicles shall be delivered with the window sticker attached to the window or inside the vehicle when window tinting is ordered. Unless otherwise informed by the Fleet Management Division, all vehicles will be titled to Collier County Board of County Commissioners, 3299 Tamiami Trail East, Suite 700, Naples, Florida 34112; FEID 59-6000558; Tax Exemption

#85-8015966531C-1.

Vehicles shall be delivered with the following documents appropriately completed:

- a. Manufacturer's Certificate of Origin for a Vehicle
- b. Application for Certificate of Title with/without Registration
- c. Motor Vehicle Dealer Title Reassignment Supplement
- d. Temporary registration and tag
- e. Operator's Manual
- f. Warranty Certifications
- g. Original Invoice to County
- h. Factory issued dealer invoice
- i. Subcontractor invoices for after-market additions
- j. Weight certificate or affidavit showing total weight of delivered vehicle when a utility body or other significant component has been added to a truck cab and chassis.
- k. Secondary Manufacturer's Certificate of Origin as required when major body units or systems are added to an incomplete truck chassis.

VENDOR CHECKLIST

***Vendor should check off each of the following items as the necessary action is completed (please see, Form 2: Vendor Check List):

The Solicitation Submittal has been signed.

The Solicitation Pricing Document (Bid Schedule/Quote Schedule/Proposal Pricing/etc.) has been completed and attached.

All applicable forms have been signed and included, along with licenses to complete the requirements of the project.

Any addenda have been signed and included.

Affidavit for Claiming Status as a Local Business, **if applicable**.

Division of Corporations - Florida Department of State – <http://dos.myflorida.com/sunbiz/> (If work performed in the State).

E-Verify/Immigration Affidavit (Memorandum of Understanding).

Collier County
Bid Tabulation
12-5935 - Purchase of Fleet Vehicles

Bid Schedule 19-7522 Purchase of Fleet Vehicles

Description		
Highest Percentage Discount from total dealer invoice price		2.25 %
To be considered a responsive bidder, a bidder MUST comply with one of the three warranty scenarios listed.		Mark the selected option
On-site at 2901 County Barn Rd, Naples FL 34112		
By vehicle pick-up and delivery at 2901 County Barn Rd, Naples FL 34112		
At a service facility within ten miles of 2901 County Barn Rd, Naples FL 34112		<input checked="" type="checkbox"/>
Attachment 2: Vendor's Check List		<input checked="" type="checkbox"/>
Attachment 3: Bid Response Form		<input checked="" type="checkbox"/>
Attachment 7: Insurance and Bonding		<input checked="" type="checkbox"/>
Attachment 6: W9		<input checked="" type="checkbox"/>
Attachment 5: Immigration Affidavit		<input checked="" type="checkbox"/>
Attachment 4: Local Vendor Preference		<input checked="" type="checkbox"/>
Division of Corporations		<input checked="" type="checkbox"/>
E-Verify		<input checked="" type="checkbox"/>

Question and Answers for Solicitation #19-7522 - Purchase of Fleet Vehicles

Overall Solicitation Questions

There are no questions associated with this Solicitation.

Question Deadline: Dec 19, 2018 5:00:00 PM EST



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation
TAMIAMI FORD, INC.

Filing Information

Document Number	433760
FEI/EIN Number	59-1480120
Date Filed	08/28/1973
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	06/10/1996
Event Effective Date	NONE

Principal Address

1471 AIRPORT PULLING ROAD NORTH
NAPLES, FL 34104

Changed: 05/01/2006

Mailing Address

1471 AIRPORT PULLING ROAD NORTH
NAPLES, FL 34104

Changed: 05/01/2006

Registered Agent Name & Address

zellers, robert t
attn r zellers
1471 airport road n
NAPLES, FL 34104

Name Changed: 01/23/2017

Address Changed: 01/23/2017

Officer/Director Detail

Name & Address

Title P, Secretary, Treasurer, Director

ZELLERS, ROBERT T
1471 AIRPORT PULLING ROAD NORTH

NAPLES, FL 34104

Title VP

ZELLERS, SHEILA M
 1471 AIRPORT PULLING ROAD NORTH
 NAPLES, FL 34104

Annual Reports

Report Year	Filed Date
2016	02/23/2016
2017	01/23/2017
2018	01/15/2018

Document Images

01/15/2018 -- ANNUAL REPORT	View image in PDF format
01/23/2017 -- ANNUAL REPORT	View image in PDF format
02/23/2016 -- ANNUAL REPORT	View image in PDF format
02/13/2015 -- ANNUAL REPORT	View image in PDF format
04/28/2014 -- ANNUAL REPORT	View image in PDF format
02/25/2013 -- ANNUAL REPORT	View image in PDF format
02/10/2012 -- ANNUAL REPORT	View image in PDF format
03/11/2011 -- ANNUAL REPORT	View image in PDF format
02/12/2010 -- ANNUAL REPORT	View image in PDF format
04/29/2009 -- ANNUAL REPORT	View image in PDF format
02/07/2008 -- ANNUAL REPORT	View image in PDF format
03/17/2007 -- ANNUAL REPORT	View image in PDF format
01/05/2007 -- ANNUAL REPORT	View image in PDF format
05/01/2006 -- ANNUAL REPORT	View image in PDF format
01/25/2005 -- ANNUAL REPORT	View image in PDF format
03/09/2004 -- ANNUAL REPORT	View image in PDF format
03/31/2003 -- ANNUAL REPORT	View image in PDF format
04/09/2002 -- ANNUAL REPORT	View image in PDF format
04/23/2001 -- ANNUAL REPORT	View image in PDF format
02/29/2000 -- ANNUAL REPORT	View image in PDF format
03/05/1999 -- ANNUAL REPORT	View image in PDF format
03/30/1998 -- ANNUAL REPORT	View image in PDF format
04/09/1997 -- ANNUAL REPORT	View image in PDF format
01/29/1996 -- ANNUAL REPORT	View image in PDF format
03/21/1995 -- ANNUAL REPORT	View image in PDF format

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. TAMIAMI FORD INC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 1471 N AIRPORT RD	Requester's name and address (optional)
6 City, state, and ZIP code NAPLES FL 34104	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
5	9		1	4	8	0	1	2	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Loren Madhachen</i>	Date ▶ <i>11/15/17</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Welcome
Karen Mohrbacher

≡ MENU

Company Information

Company Name

Tamiami Ford Inc.

Company ID Number

821047

Doing Business As (DBA) Name

--

DUNS Number

071300339

Physical Location

Address 1

1471 Airport Pulling Road North

Address 2

--

City

Naples

State

FL

Zip Code

34104

County

COLLIER

Mailing Address

Address 1

--

Address 2

--

City

--

State

--

Zip Code

--

Additional Information

Employer Identification Number
591480120

Total Number of Employees
100 to 499

Parent Organization

--

Administrator

--

Organization Designation

Employer Category
None of these categories apply

[View / Edit](#)

NAICS Code
441 - MOTOR VEHICLE AND PARTS DEALERS

[View / Edit](#)

Total Hiring Sites

1

[View / Edit](#)

Total Points of Contact

4

[View / Edit](#)

[View Original MOU Template](#)

[View MOU](#)



Last Login: 12/18/2018 10:23 AM

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/20/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Zurich - Account Service Center 7045 College Blvd Overland Park, KS 66211 Fax: 888-734-6776 Ph: 877-225-5276	CONTACT NAME: Zurich - Account Service Center		
	PHONE (A/C No. EXT): 877-225-5276	FAX (A/C No): 888-734-6776	
E-MAIL ADDRESS: service.center@zurichna.com			
INSURED 014662400 TAMIAMI FORD, INC DBA GIANT LOT DBA TAMIAMI COLLISION 1471 AIRPORT PULLING RD N NAPLES, FL 34104	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Universal Underwriters Insurance Company		41181
	INSURER B:		
	INSURER C:		
	INSURER D:		
INSURER E:			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	321690	03/01/2018	03/01/2019	EACH OCCURENCE \$500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$500,000 GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	321690	03/01/2018	03/01/2019	COMBINED SINGLE LIMIT (Ea Accident) \$500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0	<input type="checkbox"/>	<input type="checkbox"/>	321690	03/01/2018	03/01/2019	EACH OCCURENCE \$10,000,000 AGGREGATE \$ PRODUCTS-COMP/OP AGG \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	N/A	<input type="checkbox"/>				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE -EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	GARAGE LIABILITY <input checked="" type="checkbox"/> ANY AUTO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	321690	03/01/2018	03/01/2019	OTHER THAN AUTO ONLY EACH ACC: \$500,000
A	Customer Auto - Direct Primary	<input type="checkbox"/>	<input type="checkbox"/>	321690	03/01/2018	03/01/2019	Total Policy Aggregate Limit \$33,874,350

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Reason for Certificate: GENERAL LIABILITY

30 Day notice of cancellation applies, except for cancellation due to non payment of premium.
See Additional Remarks Schedule Attached

CERTIFICATE HOLDER

COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS
 3295 TAMIAMI TRAIL EAST - BLDG C 2
 NAPLES, FL 34112
 Attn:
 Fax:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark G. Kampfen

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ADDITIONAL REMARKS SCHEDULE

AGENCY Zurich - Account Service Center		NAMED INSURED TAMAMI FORD, INC DBA GIANT LOT DBA TAMAMI COLLISION 1471 AIRPORT PULLING RD N NAPLES, FL 34104	
POLICY NUMBER 321690		EFFECTIVE DATE: 03/01/2018	
CARRIER Universal Underwriters Insurance Company	NAIC CODE 41181		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional Insured: Primary and Non-Contributory Conditions; Endorsement 0755 applies.

1. PURCHASE ORDER TERMS AND CONDITIONS

1.1 Offer

This offer is subject to cancellation by the COUNTY without notice if not accepted by VENDOR within fourteen (14) days of issuance.

1.2 Acceptance and Confirmation

This Purchase Order (including all documents attached to or referenced therein) constitutes the entire agreement between the parties, unless otherwise specifically noted by the COUNTY on the face of this Purchase Order. Each delivery of goods and/or services received by the COUNTY from VENDOR shall be deemed to be upon the terms and conditions contained in this Purchase Order.

No additional terms may be added and Purchase Order may not be changed except by written instrument executed by the COUNTY. VENDOR is deemed to be on notice that the COUNTY objects to any additional or different terms and conditions contained in any acknowledgment, invoice or other communication from VENDOR, notwithstanding the COUNTY'S acceptance or payment for any delivery of goods and/or services, or any similar act by VENDOR.

1.3 Inspection

1.3.1 All goods and/or services delivered hereunder shall be received subject to the COUNTY'S inspection and approval and payment therefore shall not constitute acceptance. All payments are subject to adjustment for shortage or rejection. All defective or nonconforming goods will be returned pursuant to VENDOR'S instruction at VENDOR'S expense.

1.3.2 To the extent that a purchase order requires a series of performances by VENDOR, the COUNTY prospectively reserves the right to cancel the entire remainder of the Purchase Order if goods and/or services provided early in the term of the Purchase Order are non conforming or otherwise rejected by the COUNTY.

1.4 Shipping and Invoices

1.4.1 a) All goods are FOB destination and must be suitably packed and prepared to secure the lowest transportation rates and to comply with all carrier regulations. Risk of loss of any goods sold hereunder shall transfer to the COUNTY at the time and place of delivery; provided that risk of loss prior to actual receipt of the goods by the COUNTY nonetheless remain with VENDOR.

1.4.2 b) No charges will be paid by the COUNTY for packing, crating or cartage unless otherwise specifically stated in this Purchase Order. Unless otherwise provided in Purchase Order, no invoices shall be issued nor payments made prior to delivery. Unless freight and other charges are itemized, any discount will be taken on the full amount of invoice.

1.4.3 c) All shipments of goods scheduled on the same day via the same route must be consolidated. Each shipping container must be consecutively numbered and marked to show this Purchase Order number. The container and Purchase Order numbers must be indicated on bill of lading. Packing slips must show Purchase Order number and must be included on each package of less than container load (LCL) shipments and/or with each car load of equipment. The COUNTY reserves the right to refuse or return any shipment or equipment at VENDOR'S expense that is not marked with Purchase Order numbers. VENDOR agrees to declare to the carrier the value of any shipment made under this Purchase Order and the full invoice value of such shipment.

1.4.4 d) All invoices must contain the Purchase Order number and any other specific information as identified on the Purchase Order. Discounts of prompt payment will be computed from the date of receipt of goods or from date of receipt of invoices, whichever is later. Payment will be made upon receipt of a proper invoice and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act," and, pursuant to the Board of County Commissioners Purchasing Policy.

1.5 Time Is Of the Essence

Time for delivery of goods or performance of services under this Purchase Order is of the essence. Failure of VENDOR to meet delivery schedules or deliver within a reasonable time, as interpreted by the COUNTY in its sole judgment, shall entitle the COUNTY to seek all remedies available to it

at law or in equity. VENDOR agrees to reimburse the COUNTY for any expenses incurred in enforcing its rights. VENDOR further agrees that undiscovered delivery of nonconforming goods and/or services is not a waiver of the COUNTY'S right to insist upon further compliance with all specifications.

1.6 Changes

The COUNTY may at any time and by written notice make changes to drawings and specifications, shipping instructions, quantities and delivery schedules within the general scope of this Purchase Order. Should any such change increase or decrease the cost of, or the time required for performance of the Purchase Order, an equitable adjustment in the price and/or delivery schedule will be negotiated by the COUNTY and VENDOR. Notwithstanding the foregoing, VENDOR has an affirmative obligation to give notice if the changes will decrease costs. Any claims for adjustment by VENDOR must be made within thirty (30) days from the date the change is ordered or within such additional period of time as may be agreed upon by the parties.

1.7 Warranties

VENDOR expressly warrants that the goods and/or services covered by this Purchase Order will conform to the specifications, drawings, samples or other descriptions furnished or specified by the COUNTY, and will be of satisfactory material and quality production, free from defects and sufficient for the purpose intended. Goods shall be delivered free from any security interest or other lien, encumbrance or claim of any third party. These warranties shall survive inspection, acceptance, passage of title and payment by the COUNTY.

1.8 Statutory Conformity

1.8.1 Goods and services provided pursuant to this Purchase Order, and their production and transportation shall conform to all applicable laws, including but not limited to the Occupational Health and Safety Act, the Federal Transportation Act and the Fair Labor Standards Act, as well as any law or regulation noted on the face of the Purchase Order.

1.9 Advertising

No VENDOR providing goods and services to the COUNTY shall advertise the fact that it has contracted with the COUNTY for goods and/or services, or appropriate or make use of the COUNTY'S name or other identifying marks or property without the prior written consent of the COUNTY'S Purchasing Department.

1.10 Indemnification

VENDOR shall defend, indemnify and hold harmless the COUNTY from any and all claims, including claims of negligence, costs and expenses, including but not limited to attorneys' fees, arising from, caused by or related to the injury or death of any person (including but not limited to employees and agents of VENDOR in the performance of their duties or otherwise), or damage to property (including property of the COUNTY or other persons), which arise out of or are incident to the goods and/or services to be provided hereunder.

1.11 Warranty of Non Infringement

1.11.1 VENDOR represents and warrants that all goods sold or services performed under this Purchase Order are: a) in compliance with applicable laws; b) do not infringe any patent, trademark, copyright or trade secret; and c) do not constitute unfair competition.

1.11.2 VENDOR shall indemnify and hold harmless the COUNTY from and against any and all claims, including claims of negligence, costs and expense, including but not limited to attorneys' fees, which arise from any claim, suit or proceeding alleging that the COUNTY'S use of the goods and/or services provided under this Purchase Order are inconsistent with VENDOR'S representations and warranties in section 11 (a).

1.11.3 If any claim which arises from VENDOR'S breach of section 11 (a) has occurred, or is likely to occur, VENDOR may, at the COUNTY'S option, procure for the COUNTY the right to continue using the goods or services, or replace or modify the goods or services so that they become non infringing, (without any material degradation in performance, quality, functionality or additional cost to the COUNTY).

1.12 Insurance Requirements

The VENDOR, at its sole expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Purchase Order. Providing and maintaining adequate insurance coverage is a material obligation of the VENDOR. All insurance policies shall be executed through insurers authorized or eligible to write policies in the State of Florida.

1.13 Compliance with Laws

In fulfilling the terms of this Purchase Order, VENDOR agrees that it will comply with all federal, state, and local laws, rules, codes, and ordinances that are applicable to the conduct of its business. By way of non-exhaustive example, this shall include the American with Disabilities Act and all prohibitions against discrimination on the basis of race, religion, sex creed, national origin, handicap, marital status, or veterans' status. Further, VENDOR acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the County shall have the discretion to unilaterally terminate said agreement immediately. Any breach of this provision may be regarded by the COUNTY as a material and substantial breach of the contract arising from this Purchase Order.

1.14 Force Majeure

Neither the COUNTY nor VENDOR shall be responsible for any delay or failure in performance resulting from any cause beyond their control, including, but without limitation to war, strikes, civil disturbances and acts of nature. When VENDOR has knowledge of any actual or potential force majeure or other conditions which will delay or threatens to delay timely performance of this Purchase Order, VENDOR shall immediately give notice thereof, including all relevant information with respects to what steps VENDOR is taking to complete delivery of the goods and/or services to the COUNTY.

1.15 Assignment

VENDOR may not assign this Purchase Order, nor any money due or to become due without the prior written consent of the COUNTY. Any assignment made without such consent shall be deemed void.

1.16 Taxes

Goods and services procured subject to this Purchase Order are exempt from Florida sales and use tax on real property, transient rental property rented, tangible personal purchased or rented, or services purchased (Florida Statutes, Chapter 212), and from federal excise tax.

1.17 Annual Appropriations

The COUNTY'S performance and obligation to pay under this Purchase Order shall be contingent upon an annual appropriation of funds.

1.18 Termination

This Purchase Order may be terminated at any time by the COUNTY upon 30 days prior written notice to the VENDOR. This Purchase Order may be terminated immediately by the COUNTY for breach by VENDOR of the terms and conditions of this Purchase Order, provided that COUNTY has provided VENDOR with notice of such breach and VENDOR has failed to cure within 10 days of receipt of such notice.

1.19 General

- 1.19.1 a) This Purchase Order shall be governed by the laws of the State of Florida. The venue for any action brought to specifically enforce any of the terms and conditions of this Purchase Order shall be the Twentieth Judicial Circuit in and for Collier County, Florida
- 1.19.2 b) Failure of the COUNTY to act immediately in response to a breach of this Purchase Order by VENDOR shall not constitute a waiver of breach. Waiver of the COUNTY by any default by VENDOR hereunder shall not be deemed a waiver of any subsequent default by VENDOR.

- 1.19.3 c) All notices under this Purchase Order shall be sent to the respective addresses on the face page by certified mail, return receipt requested, by overnight courier service, or by personal delivery and will be deemed effective upon receipt. Postage, delivery and other charges shall be paid by the sender. A party may change its address for notice by written notice complying with the requirements of this section.
- 1.19.4 d) The Vendor agrees to reimbursement of any travel expenses that may be associated with this Purchase Order in accordance with Florida Statute Chapter 112.061, Per Diem and Travel Expenses for Public Officers, employees and authorized persons.
- 1.19.5 e) In the event of any conflict between or among the terms of any Contract Documents related to this Purchase Order, the terms of the Contract Documents shall take precedence over the terms of the Purchase Order. To the extent any terms and /or conditions of this Purchase Order duplicate or overlap the Terms and Conditions of the Contract Documents, the provisions of the Terms and/or Conditions that are most favorable to the County and/or provide the greatest protection to the County shall govern.

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. REQUESTED MOTION/PURPOSE: Request Board approve nine (9) part time positions in our Airport Police Department (APD).</p> <p>2. FUNDING SOURCE: APD WD5423041200.501230</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: Increases FY2019-2020 budgeted part-time manning table by nine (9) positions.</p>	<p>5. CATEGORY: 12. Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 2/18/2020</p> <p>7. BoPC MEETING DATE: 3/12/2020</p>
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8. **AGENDA:**

<input type="checkbox"/>	CEREMONIAL/PUBLIC PRESENTATION
<input checked="" type="checkbox"/>	CONSENT
<input type="checkbox"/>	ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**
(ALL REQUESTS)
NAME Gary Duncan

DIV. Aviation

10. BACKGROUND:

Southwest Florida International Airport has been growing at an all-time historic rate. In 2005, when the new midfield terminal opened, 7.5M passengers traveled through the terminal facility. In fifteen years, the total passenger count has eclipsed 10M, with no signs of slowing down. With added passengers come additional challenges, including more police calls for service, more traffic accidents, more arrests, more investigations, more reports, and a greater need for police presence to keep our passengers, tenants and employees safe. In addition to our record passenger growth, commercial developments within Skyplex have also taken off. These developments require daily patrols, community policing, responding to calls for service, including 911 emergency calls.

We have learned over the years part-time, and in some cases, temporary employees have come to play an important role of augmenting and assisting our full-time employees. This mix of employee resources helps us more efficiently and effectively manage our airport operations. At this time we recommend an allocation of part-time, sworn police officers that will be used primarily to assist APD with their checkpoint responsibilities as required by the Transportation Security Administration (TSA). Annually we estimate scheduling approximately 7,500 hours to meet this TSA requirement. This effort could be accomplished with nine (9) part-time sworn police officers. These nine (9) part-time police officers will be utilized specifically for presence and response to calls in the immediate proximity of our three (3) TSA passenger security checkpoints. Our Airport Police Department currently has forty-five (45) full-time sworn police officer positions and zero (0) part-time positions. By utilizing part-time officers to cover and respond to TSA checkpoint calls, APD's full-time police officers will be able to expand their presence and increase their response effort throughout the RSW campus.

Currently, LCPA receives \$131,400 in annual funding from the TSA through an "Other Transaction Agreement" (OTA), in exchange for police officer response to our passenger security checkpoint(s). The funding for the OTA is approved annually through federal budget appropriations.

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
<i>Gary E. Duncan</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory S. Hagen</i>	<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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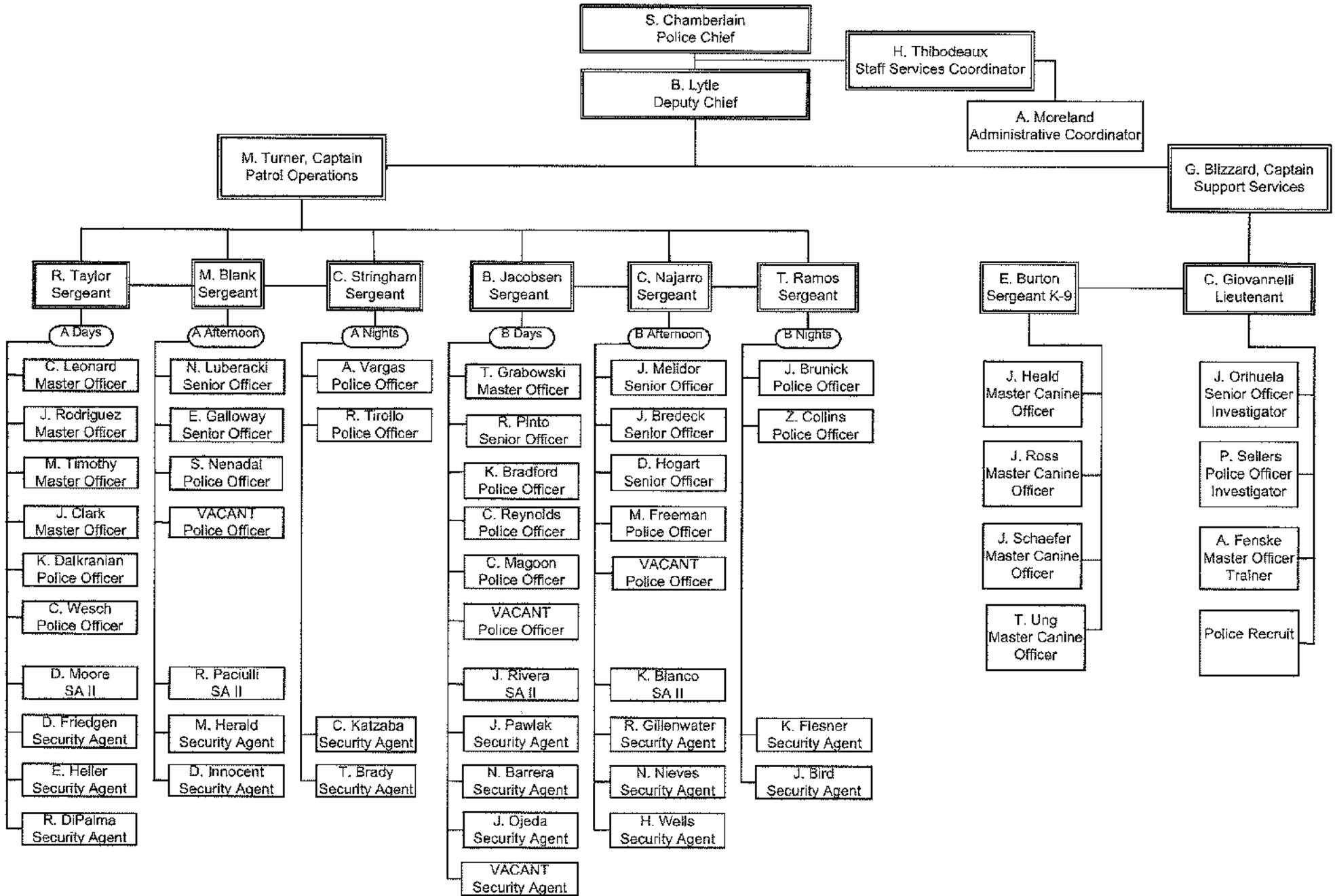
Background (continued)

On an annual basis the estimated cost to LCPA for this part-time program would be \$247,950. Since this request is being implemented mid-year, the cost for the remainder of this fiscal year is estimated to be \$123,975.

Attachments:

1. APD Organization Chart
 2. Full Time Funded Position Manning Table, Adopted Budget 2019/20
 3. Part-Time Funded Position Manning Table, Adopted Budget 2019/20
-

LEE COUNTY PORT AUTHORITY AIRPORT POLICE



Full Time Funded Position Manning Table

Proposed Budget 2019/2020

Department Name	Approved Budget FY 12/13	Approved Budget FY 13/14	Approved Budget FY 14/15	Approved Budget FY 15/16	Approved Budget FY 16/17	Approved Budget FY 17/18	Approved Budget FY 18/19	Proposed Budget FY 19/20	Variance
Executive Director	2	2	2	2	2	2	2	2	0
EXECUTIVE DIVISION	2	2	2	2	2	2	2	2	0
Air Service Development	3	3	3	3	3	2	2	2	0
Communications & Marketing	5	5	5	6	6	9	9	9	0
Finance & Budget	14	14	14	14	14	14	14	14	0
General Services	12	12	12	11	11	0	0	0	0
Human Resources	4	4	4	5	5	6	6	6	0
Information Technology	13	13	13	14	16	16	16	17	1
Property Management	4	4	4	3	3	5	5	5	0
Purchasing	0	0	0	0	0	6	6	5	-1
ADMINISTRATION DIVISION	55	55	55	56	58	58	58	58	0
Development	24	24	23	23	23	23	23	23	0
DEVELOPMENT DIVISION	24	24	23	23	23	23	23	23	0
Contract Management	2	2	2	2	2	2	2	3	1
Aircraft Rescue	43	43	43	43	43	43	43	43	0
Airport Police	41	41	44	44	43	43	43	47	4
Aviation	3	3	3	3	3	3	3	3	0
Aviation Security & Tech	1	1	1	1	19	19	19	17	-2
Maintenance	103	104	108	112	114	114	114	116	2
Operations & Safety	34	35	35	35	22	22	22	23	1
Page Field	19	22	23	23	24	24	24	24	0
Security	27	27	25	25	22	22	22	20	-2
AVIATION DIVISION	273	278	284	288	292	292	292	296	4
TOTAL	354	359	364	369	375	375	375	379	4

Part-Time Funded Position Manning Table

Proposed Budget 2019/2020

<u>Department Name</u>	<u>Approved FY 12/13</u>	<u>Approved FY 13/14</u>	<u>Approved FY 14/15</u>	<u>Approved FY 15/16</u>	<u>Approved FY 16/17</u>	<u>Approved FY 17/18</u>	<u>Approved FY 18/19</u>	<u>Proposed FY 19/20</u>	<u>Variance</u>
General Services	2	2	2	2	2	0	0	0	0
Purchasing	0	0	0	0	0	1	1	1	0
Communications & Marketing	0	0	0	0	0	1	1	1	0
Operations & Safety	0	0	4	4	4	4	4	5	1
Page Field Aviation	2	2	2	2	2	2	2	2	0
Aviation Security & Technology	0	0	0	0	0	0	0	2	2
Total	4	4	8	8	8	8	8	11	3

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Accept a state grant (Amendment to the Public Transportation Grant Agreement, Financial Project No. 420652-1-94-04) in the amount of \$2,505,653 from the Florida Department of Transportation for the Air Traffic Control Tower at Southwest Florida International Airport.
2. **FUNDING SOURCE:** N/A
3. **TERM:** N/A
4. **WHAT ACTION ACCOMPLISHES:** Amends the current grant to add \$2,505,653 of state funding for the RSW Airport Traffic Control Tower.

5. **CATEGORY:** 13.
Consent Agenda

6. **ASMC MEETING DATE:** 2/18/2020

7. **BoPC MEETING DATE:** 3/12/2020

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, an Amendment to the Public Transportation Grant Agreement, Project Financial No. 420652-1-94-04, has been secured. This Amendment adds \$2,505,653 in state funds in FY2019/2020 to be used towards eligible costs for the ATCT project. 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 \$19,384,499.

Attachments:

Resolution
Amendment to Public Transportation Grant Agreement

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory S. Hagen</i>	<i>Benjamin R. Siegel</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
AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT

A RESOLUTION of the Lee County Port Authority Board of Port Commissioners authorizing the execution of that certain Amendment to the 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 Amendment to the 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 Amendment to 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
Ray Sandelli
Cecil L Pendergrass
Frank Mann
Brian Hamman

DONE AND ADOPTED by the Board of Port Commissioners this _____ day of _____, 2020.

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
AMENDMENT TO THE PUBLIC TRANSPORTATION
AGREEMENT

Form T25-008-03
 STRATEGIC
 DEVELOPMENT
 OGC 11/19

Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 420652-1-94-04	Fund(s): Work Activity Code/Function: 215 Federal Number/Federal Award Identification Number (FAIN) – Transit only: N/A	DDR	FLAIR Category: 088719	Object Code: 751000 Org. Code: 55012020129 Vendor Number: VF590717520004 Amendment No.: 1
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 AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on _____, by and between the State of Florida, Department of Transportation ("Department"), and Lee County Port Authority, ("Agency"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the Department and the Agency on 6/10/2019 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. **Amendment Description.** The project is amended to add state and local funds, in accordance with the procedure for multi-year/phased airport projects.

2. **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)**
(Note: Section 15 and Exhibit G do not apply to federally matched funding)
- Other**

3. **Exhibits.** The following Exhibits are updated, 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)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
AGREEMENT

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STRATEGIC
DEVELOPMENT
OGC 11/18

- *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
- *Additional Exhibit(s):

4. Project Cost.

The estimated total cost of the Project is X increased/ decreased by \$5,011,306 bringing the revised total cost of the project to \$9,251,814.

The Department's participation is X increased/ decreased by \$2,505,653. The Department agrees to participate in the Project cost up to the maximum amount of \$4,625,907, and, additionally the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

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

AGENCY Lee County Port
Authority

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: John M. Kubler, P.E.
Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: Don Conway, Contracts Attorney

JKC
12/16/19

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT EXHIBITS**

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 09/19

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	DDR	088719	2020	751000	55.004	Aviation Grant Program	\$2,505,653
420652-1-94-04	LF	088719	2020	751000	55.004	Aviation Grant Program	\$2,505,653
420652-1-94-04	LF	088719	2019	751000	55.004	Aviation Grant Program	\$2,120,254
420652-1-94-04	LF	088719	2021	751000	55.004	Aviation Grant Program	\$26,636,628
Total Financial Assistance							\$35,888,442

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	\$4,625,907	\$4,625,907	\$0	\$9,251,814	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	\$4,625,907	\$4,625,907	\$0	\$9,251,814			

*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, PLS

Department Grant Manager Name

Kristi A. Smith
 Signature

December 12, 2019
 Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

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DEVELOPMENT
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EXHIBIT D
AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 08/19

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:** \$4,625,907

*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

<p>1. REQUESTED MOTION/PURPOSE: Request Board authorize a contract with Halfacre Construction Company to provide Construction Management/General Contracting Services.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: Three (3) years.</p> <p>4. WHAT ACTION ACCOMPLISHES: Enters into a continuing contract with one (1) of two (2) Construction Manager/General Contractor firms to perform construction related services under an on-call continuing contract.</p>	<p>5. CATEGORY: 14. Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 2/18/2020</p> <p>7. BoPC MEETING DATE: 3/12/2020</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>
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10. BACKGROUND:

On November 7, 2019, after a competitive selection process, the Board selected Halfacre Construction Company as one (1) of two (2) top ranked firms to provide Construction Management/General Contracting (CM/GC) Services for the Port Authority. Based on the Board's direction, staff has negotiated a basic professional services agreement with Halfacre Construction Company as summarized below:

- 3 year contract term with no options for extension.
- Only CM/GC work on projects with estimated construction costs under \$2 million apply to this contract in accordance with Florida Statutes and commensurate with other Port Authority continuing consultant contracts. All CM/GC work on projects over \$2 million estimated construction cost will be competitively advertised under a separate competitive solicitation.
- All tasks are contingent on the availability of funds and the issuance of a written Task Authorization in accordance with the Board-approved contract. Only Tasks authorized to begin and subsequently performed can be billed by and paid to the Consultant.
- This is a professional service contract. Employees of the CM/GC firm shall not self-perform any construction work.
- The CM/GC will be required to seek competitive bids for all construction work, with the lowest responsive sub-trade bids awarded as a subcontract to the CM/GC.
- Federal Aviation Administration regulations do not allow CM/GC fees to be determined by a percentage of construction cost. All CM/GC fees shall be negotiated prior to receiving bids for each project or task. CM/GC fees will be negotiated based on personnel assigned to each project/task, individual hourly rates, number of man-hours, and direct/indirect expenses, and have no correlation to the low bid construction cost.
- The CM/GC will enter into a Lump Sum agreement with the Port Authority, which will be comprised of the

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory S. Hagen</i>	<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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Background (continued)

negotiated CM/GC fees and all low-bid subcontracted work.

- There is no Guaranteed Maximum Price (GMP) for each project/task and all project/task contingencies are held by the Port Authority.
- Federal regulations require that projects with the potential for federal grant funding be awarded to the top ranked firm.

There is no scope of work or fees associated with this contract at this time.

Attachment:

Halfacre Construction Company Agreement

Contract Number _____
Vendor Number _____

PROFESSIONAL SERVICES AGREEMENT

**GENERAL CONSTRUCTION MANAGER/
GENERAL CONTRACTOR
FOR THE
LEE COUNTY PORT AUTHORITY**

LOQ 19-21LKD

THIS AGREEMENT is entered this _____ day of _____, 2020, 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 **HALFACRE CONSTRUCTION COMPANY**, a Florida Corporation, authorized to do business in the State of Florida, and having a business address of 7015 Professional Parkway East, Sarasota, FL 34240, FEI No. 59-1297826 ("CM/GC").

WITNESSETH:

WHEREAS, Authority desires to the obtain professional Construction Manager/General Contractor services of CM/GC for various smaller airport construction projects at the Southwest Florida International Airport and Page Field General Aviation Airport in Fort Myers, Florida; and

WHEREAS, CM/GC has submitted Letters of Qualifications seeking to provide those services and represents that it has expertise in the type of professional services required; and

WHEREAS, Authority has conducted a competitive selection process under the terms of the Consultant's Competitive Negotiation Act, Section 287.055, Florida Statutes

(the "CCNA") to obtain the professional services described above and on November 7, 2019, the Board of Port Commissioners selected CM/GC to provide those services subject to the negotiation, approval and execution of a written agreement between the parties; and

WHEREAS, the Parties have agreed that CM/GC has been selected as a construction management entity, as that term is used in Section 255.103(2), Florida Statutes, and that this Agreement is intended to be a "Continuing Contract" as described in Section 255.103(4), Florida Statutes and the CCNA.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties agree as follows:

ARTICLE 1 - RECITALS

The recitals set forth above are true and correct and are incorporated into the terms of this Agreement as if set out herein at length.

ARTICLE 2 - SCOPE OF SERVICES

2.1. CM/GC shall provide professional Construction Manager/General Contractor 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 Construction Manager/General Contractor for various tasks and projects and providing the customary services associated therewith.

2.2. CM/GC has represented to Authority that it has expertise in the type of professional services that will be required by the Scope of Services. CM/GC agrees that all services provided by CM/GC under this Agreement will 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 Construction Manager /General Contractor 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 CM/GC becomes aware of any conflicts in these requirements, CM/GC must notify Authority of the conflict in writing and utilize its best professional judgment to resolve the conflict.

ARTICLE 3 - GENERAL CONDITIONS FOR CONSTRUCTION SERVICES

CM/GC and the Authority have negotiated General Conditions for the performance of construction management and general contracting services under this Agreement. These General Conditions are attached hereto and incorporated by reference as Schedule "B". All construction Tasks authorized under this Agreement will be governed by the incorporated General Conditions unless both parties agree to modify, limit, add or delete any General Conditions for a specific Project or Task by the execution of a subsequent Task Authorization or Contract Amendment.

ARTICLE 4 - TERM OF AGREEMENT

The term of this Agreement commences on the date first written above and continues for a term of three (3) years from that date (the "Expiration Date") or the date CM/GC completes, and Authority accepts, any work assigned by a Task Authorization or Contract Amendment issued before the expiration date, whichever occurs last. If a Task Authorization or Contract Amendment is issued that will require work to continue beyond the Expiration Date, the Task or Contract Amendment may not extend the term of this Agreement for more than six (6) months from the Expiration Date.

ARTICLE 5 - CM/GC'S RESPONSIBILITIES

CM/GC shall:

5.1. Obtain and maintain throughout the term of this Agreement all licenses required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, all licenses required by any governmental agency responsible for regulating and licensing the professional services provided by CM/GC under this Agreement.

5.2. Agree that when services provided under this Agreement relate to professional services that, under Florida law, require a license, certificate of authorization or other form of legal entitlement to practice such services, CM/GC shall employ and/or retain only qualified personnel to provide those services.

5.3. Employ and designate a qualified professional to serve as CM/GC's project manager ("Project Manager"). CM/GC shall designate its Project Manager in writing within five (5) calendar days after receiving an executed original of this Agreement. CM/GC's Project Manager designation shall be executed by the proper officers of CM/GC, and shall acknowledge that the Project Manager will have full authority to bind and obligate CM/GC on all matters arising out of or relating to this Agreement. The Project Manager must be specifically authorized and responsible to act on behalf of CM/GC with respect to directing, coordinating and administering all aspects of the services provided under this Agreement. The CM/CG agrees that the Project Manager must devote whatever time is required to satisfactorily manage all services provided under this Agreement. The person selected as CM/GC's Project Manager is subject to the prior approval and acceptance of Authority. CM/GC further agrees not to change its

designated Project Manager, or the location or duties assigned to the Project Manager, without prior written consent of Authority.

5.4. Agree to promptly remove and replace the Project Manager, or any other personnel employed or retained by CM/GC, including any subconsultant or subcontractor, or any personnel of any subconsultant or subcontractor engaged by CM/GC to provide services under this Agreement, within fourteen (14) calendar days of receipt of a written request from Authority. Authority may make such requests with or without cause.

5.5. Agree to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by CM/GC. The CM/GC shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in such data, studies and other services, work or materials resulting from the negligent act, errors or omissions or intentional misconduct of CM/GC.

5.6. Agree that neither review, approval, nor acceptance by Authority of any data, studies, reports, memoranda, and incidental professional services, work or materials furnished under this Agreement by CM/GC, will in any way relieve CM/GC of responsibility for the adequacy, completeness and accuracy of its services, or the quality of the work and materials provided by CM/GC. Neither the Authority's review, approval or acceptance of, nor payment for, any part of the CM/GC's services, work or materials shall be construed to operate as a waiver of any of the Authority's rights under this Agreement, or of any cause of action that it may have arising out of the performance of this Agreement.

5.7. If requested by Authority, maintain for the duration of this Agreement a local office in Southwest Florida staffed full-time by CM/GC's Project Manager. The local office must be CM/GC's main place of business, or an independent branch office of CM/GC's business, and not merely the office of a subconsultant or subcontractor providing desk space to the Project Manager.

5.8 Comply with all federal, state and local laws and building requirements. CM/GC shall devote particular attention to complying with Federal Aviation Administration regulations, requirements and Advisory Circulars. The CM/GC shall also comply with all pertinent grant agreements and grant conditions applicable to each Task Authorization or Contract Amendment. Authority shall provide the CM/GC with one copy of any specific and unique grant or regulatory requirements on a task by task basis prior to or concurrent with issuance of any Task Authorization or Contract Amendment.

5.9. Acknowledge that Authority is conducting an ongoing capital improvement program at the Southwest Florida International Airport and continuing renovations and improvements to Page Field General Aviation Airport. Accordingly, CM/GC agrees to coordinate the performance of its services under this Agreement as directed and required by Authority so as not to interfere, disrupt or delay any work at either airport. CM/GC further agrees to coordinate its efforts with Authority's other architects, engineers, designers, contractors, or construction managers.

ARTICLE 6 - RESPONSIBILITY FOR ESTIMATES

6.1. If the CM/GC is required to prepare preliminary or detailed estimates of probable construction cost for any project or portion of a project, CM/GC shall insure that

all estimates represent CM/GC's best judgment as a professional familiar with the construction industry.

6.2. When preparing and submitting cost estimates to the Authority, the CM/GC, by exercise of its experience, effort, knowledge and judgment, shall develop cost estimates as are set forth in, or as may be required under this Agreement and shall be held accountable for the accuracy, completeness, and correctness of any and all cost estimates.

6.3. A Construction Cost Estimate for purposes of this Agreement is an estimate prepared on the basis of well-defined engineering/architectural data and on detailed information set forth in specifications, designs or drawings which are to be used as a basis for obtaining bids or price proposals for constructing a project. A Construction Cost Estimate may be used for such purposes as, but not limited to, the following: budgeting; obtaining, allocating or obligating funds for a project; and evaluating or determining the reasonableness and acceptableness of bids or price proposals for construction projects. CM/GC will not be required to guarantee that bids or negotiated prices will not vary from any estimate of probable construction cost prepared or agreed to by CM/GC.

If, in response to a solicitation, the CM/GC receives less than three bids or priced proposals for a project, there is the potential that such bids or price proposals may not be a realistic representation of the costs expected to be associated with the Project. If under such circumstances, and if in the professional judgment of the CM/GC, the low bid or the low price proposal received from a responsive bidder or proposer does not realistically represent the costs associated with the project, the CM/GC may recommend the Authority reject any such bid(s) or price proposal(s).

ARTICLE 7 - ADDITIONAL SERVICES OF CM/GC

Additional Services refer to professional services requested by Authority that are not specifically set out in the Scope of Services.

Additional Services may include, but are not limited to:

7.1. Services resulting from significant changes in the general scope, extent or character of any assignment including, but not limited to, changes in size, complexity, Authority's schedule or character of construction; or that are due to any causes beyond CM/GC's control and fault.

7.2. Services during out-of-town travel required of CM/GC and as directed by Authority, other than visits to a Project site or to Authority's offices.

7.3. Preparing to serve or serving as a witness for Authority in any litigation, or other legal or administrative proceeding, involving any assignment (except for assistance in any litigation or other legal or administrative proceeding, involving any assignments that are included as part of the services to be provided herein).

7.4. Additional services rendered by CM/GC in connection with any assignment, not otherwise provided for in this Agreement or not customarily furnished in accordance with generally accepted Construction Manager/General Contractor services practice.

Any additional services may be authorized only by a written amendment to this Agreement that is signed by both parties prior to commencement of any additional services. Any additional services agreed to by the parties will constitute a continuation of the professional services requested under this Agreement and will be provided and performed in accord with the terms of this Agreement and any amendment to this Agreement.

Any amendment shall describe: (1) the scope of the additional services requested; (2) the basis of compensation; and (3) the period of time or performance schedule for completion of the additional services.

ARTICLE 8 - AUTHORITY'S RESPONSIBILITIES

Authority shall:

8.1. Designate in writing a project manager to act as Authority's representative with respect to the issuance of Task Authorizations or Contract Amendments for services rendered under this Agreement ("Authority Project Manager"). The Authority Project Manager, Executive Director, Deputy Executive Director - Development or the Development Division Director shall have authority to execute Contract Amendments, Task Authorizations, and any modifications or changes to CM/GC's (1) scope of services; (2) time of commencement or delivery of services; or (3) compensation related to services required under any Contract Amendment or Task Authorization. The Authority Project Manager shall have authority to transmit instructions, receive information, and interpret and define Authority's policies and decisions with respect to CM/GC's services under this Agreement. The Authority Project Manager shall review and make appropriate recommendations on all requests submitted by CM/GC for payment for services.

8.2. The Authority Project Manager is not authorized to, and shall not, issue any verbal orders or instructions to CM/GC that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) scope of services provided and performed by CM/GC hereunder; (2) the time CM/GC is obligated to commence and complete all such services; or (3) the compensation Authority is obligated or committed to pay CM/GC.

8.3. Provide all criteria and information requested by CM/GC as to Authority's requirements for any project or task, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and budgetary limitations.

8.4. Make available to CM/GC, upon request, all available information in Authority's possession pertinent to any Contract Amendment or Task Authorization, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data concerning design or construction of a project.

8.5. Arrange access, in accord with Authority's security regulations, for CM/GC to enter any Project site to perform services. CM/GC acknowledges that Authority may provide such access during times that are not the CM/GC's normal business hours.

8.6. Notify CM/GC of any defects or deficiencies in services rendered by CM/GC.

ARTICLE 9 - CONTRACT AMENDMENTS, TASK AUTHORIZATIONS AND TIME FOR COMPLETION OF SERVICES

9.1. CM/GC shall not commence work under this Agreement until it receives a written Contract Amendment or Task Authorization.

9.2. All tasks outlined in the Agreement are contingent upon execution of a Task Authorization Form. The Board of Port Commissioners' approval and execution of this Agreement does not commit the Authority to the expenditure of any federal, state, local or Authority funds for any service listed in this Agreement. Only by execution of a Contract Amendment and subsequent Task Authorization is the expenditure of funds authorized and committed. CM/GC and Authority understand, recognize and agree that there is no

presumption of funding availability, authorization to work or commitment for future work, until an appropriate Contract Amendment or Task Authorization is executed by both parties. Tasks may be authorized in whole or in part.

9.3. If CM/GC is obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of CM/GC, and not due to its own fault or neglect, including but not restricted to: acts of God or of public enemies, acts of government or of Authority, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then CM/GC shall notify the Authority in writing within seventy-two (72) hours after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which CM/GC may have had to request a time extension.

9.4. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of CM/GC's services from any cause whatsoever, including those for which Authority may be responsible in whole or in part, shall relieve CM/GC of its duty to perform services or give rise to any right to damages or additional compensation from Authority. CM/GC's sole remedy against Authority will be the right to seek an extension of time to the approved schedule for the specific Task affected by the delay, except that the CM/GC may request, and Authority may approve, subject to Authority's sole discretion, reimbursement of CM/GC's direct costs strictly related to the applicable Task and resulting from such interruption, interference, inefficiency, suspension or delay. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

9.5. If CM/GC fails to commence, provide, perform or complete any of the services to be provided hereunder in a timely and diligent manner, in addition to any other

rights or remedies available to Authority hereunder, Authority at its sole discretion and option may withhold any and all payments due and owing to CM/GC until such time as CM/GC resumes performance of its obligations in such a manner so as to establish to Authority's satisfaction that CM/GC's performance is or will shortly be back on schedule.

ARTICLE 10 - COMPENSATION AND METHOD OF PAYMENT

10.1. Authority will pay CM/GC for all authorized and completed services provided by CM/GC under this Agreement and as set forth in the individual Contract Amendments or Task Authorizations executed by the parties, based on the Fee Schedule set out in Schedule "C", "Basis of Compensation," which is attached hereto and incorporated by reference. CM/GC will be compensated on either a lump-sum basis on completion of a particular Task or over the course of CM/GC's services for Work in Progress, based on a monthly statement of services as follows:

(1) Lump Sum - Upon completion of all work performed on a particular project or task and upon Authority's acceptance of CM/GCs' work, Authority will pay CM/GC a lump sum as specified in the Task Authorization or Contract Amendment.

Lump Sum Fees are negotiated, understood and agreed to include all direct and indirect labor costs, personnel related costs, overhead and administrative costs, costs of subcontractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided or furnished by the CM/GC as may be required or necessary to complete each and every task set forth in the Scope of Professional Services, or as may be set out in subsequent Contract Amendments or Task Authorizations agreed to in writing by both parties to this Agreement.

The parties acknowledge that lump sum fees are negotiated based on their best estimate of the amount of personnel time and the cost of materials and general conditions required to complete a specific Project or Task.

If this Agreement is terminated or CM/GC's services are suspended prior to completion of a Task or Project, CM/GC shall not be entitled to claim the entire Lump Sum payment, but will be compensated as set out in Section 10.4 - 10.6 below, as appropriate.

(2) Work in Progress - Monthly Invoice Statements - CM/GC may submit an invoice statement each calendar month covering services rendered and completed during the preceding calendar month. CM/GC's invoice(s) statement must be itemized to correspond to the basis of compensation as set forth in the Task Authorization or Contract Amendment, expressed as a percentage of the total work completed and to be performed under that Task Authorization or Contract Amendment.

Authority will review each Monthly Invoice Statement to determine whether the requested CM/GC Fees accurately account for the work completed to date and the remaining professional services scope of work and the remaining schedule of subcontractor work required to complete the assigned Task or Project. If Authority determines that the time and costs invoiced does not reflect the negotiated CM/CG professional services scope of work and the current project schedule, the Authority may reduce the amount of the invoice paid accordingly.

(3) Not-To-Exceed Fee(s) - When all, or any portion, of the CM/GC's compensation for performing services required in the Scope of Services or any Contract Amendment or Task Authorization, is established on a Not-to-Exceed (N.T.E.) amount

basis, it is mutually understood and agreed that the compensation for each Completed Task shall be made on the following basis:

a. For the actual hours required and expended by the CM/GC's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in Schedule "C" to this Agreement; and

b. For the actual required and expended non-personnel reimbursable expenses and costs, multiplied by the applicable charge for each item as set forth in Schedule "C-1", "Non-Personnel Reimbursable Expenses and Costs", attached and incorporated by reference; and

c. With the understanding and agreement that the Authority will pay the CM/GC for all costs and expenses within the established Not-to-Exceed amount for each Task or Sub-Task, subject to the CM/GC presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto, to show evidence satisfactory to the Authority covering all such costs and expenses; and

d. With the understanding and agreement that the CM/GC's invoices and all payments to be made for all Not-to-Exceed amounts is subject to the review, acceptance and approval of the Authority; and

e. With the understanding and agreement that when the CM/GC's compensation is established on a Not-to-Exceed basis for a specific Task(s) or Sub-Task(s) the total amount of compensation to be paid the CM/GC to cover all personnel costs, non-personnel reimbursable expenses and costs, and any subcontractor costs for any such specific Task(s) or Sub-Task(s) shall not exceed the amount of the

total Not-to-Exceed compensation established and agreed to for each specific Task(s) or Sub-Task(s).

10.2. Timing of Payments - Authority will issue payment to CM/GC within the time frame set by Section 218.735, F.S. after receipt of either a lump-sum invoice or a monthly invoice for work in progress in an acceptable form and containing the requested breakdown and detailed description and documentation. If Authority objects or takes exception to the amount of any CM/GC invoice, Authority shall notify CM/GC in writing of such objection or exception in the time frame set out in Section 218.735, F.S. If such objection or exception remains unresolved at the end of the statutory period, Authority shall withhold the disputed amount and make payment to CM/GC of all amounts not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

10.3. Delayed Payments - Failure by CM/GC to follow the instructions set out above shall result in an unavoidable delay in payment by Authority.

10.4. Payment When Services Are Terminated at the Convenience of the Authority

If this Agreement is terminated for the convenience of the Authority, the Authority shall compensate the CM/GC for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the CM/GC in effecting the termination of services and work, and incurred by the submittal to the Authority of any project documents.

10.5. Payment When Services Are Suspended

In the event the Authority suspends the CM/GC's services or work on all or part of the services required by this Agreement, the Authority shall compensate the CM/GC for all services performed prior to the effective date of suspension and any reimbursable expenses then due along with any reasonable expenses incurred or associated with, or incurred as a result of the suspension.

10.6. Non-Entitlement to Anticipated Fees in the Event of Service Termination, Suspension, Elimination, Cancellation and/or Decrease in Scope of Services

If services required under this Agreement are terminated, canceled, or decreased due to: (1) termination; (2) suspension in whole or in part; or (3) are modified by the subsequent issuance of Amendment(s) and/or Supplemental Agreement(s) to this Agreement; the CM/GC shall not be entitled to receive compensation for anticipated fees; profit, general and administrative overhead expenses or any other anticipated income or expense which may be associated with the services that are terminated, suspended, eliminated, canceled or decreased.

10.7. Cross-Utilization of Funds - The CM/GC may cross-utilize funds from the various assigned Tasks to accomplish the overall purpose and goal of this Agreement provided CM/GC has obtained prior written approval from the Authority. The Authority shall review the need for the request and the impact on other assigned Tasks. In doing so, the Authority retains the authority to delete any Task outlined in the Scope of Services.

ARTICLE 11 - FAILURE TO PERFORM

If CM/GC fails to commence, perform or complete any of the services and work required under this Agreement in a timely and diligent manner, the Authority may consider

the failure as cause to terminate this Agreement. As an alternative to termination, the Authority may, at its option, withhold any or all payments due and owing to the CM/GC, not to exceed the amount of the compensation for the work in dispute, until the CM/GC resumes performance of its obligations in accordance with the time and schedule of performance requirements set forth in this Agreement.

ARTICLE 12 - PUBLIC RECORDS

CM/GC acknowledges that any information concerning its services may be exempt from disclosure under the Florida Public Records Law as follows:

(1) Airport Security Plans - The Southwest Florida International Airport security plan, and other critical operational materials designated by the Authority, are exempt from disclosure as public records under Section 331.22, Florida Statutes (2001).

These materials include, but are not limited to, any photograph, map, blueprint, drawing, or similar material that depicts critical operational information that the Authority determines could jeopardize airport security if generally known.

(2) Building Plans - CM/GC further acknowledges that Section 119.07(3)(b)1, Florida Statutes, exempts building plans, blueprints, schematic drawings, and diagrams depicting internal layouts and structural elements of a public building from the disclosure requirements of the Florida Public Records Law.

(3) Airport Security Systems - Section 281.301, Florida Statutes, exempts information relating to the security systems for any property owned by or leased to the Authority; and information relating to the security systems for any privately-owned or leased property which is in Authority's possession, including all records, information, photographs, audio and visual presentations, schematic diagrams, surveys,

recommendations, or consultations or portions thereof relating directly to or revealing such systems or information, and all meetings relating directly to or that would reveal such systems or information, are confidential and exempt from disclosure.

Section 119.071(3)(a)1. and 2., Florida Statutes, reiterates the security system exemption and expands upon it to include threat assessments; threat response plans; emergency evacuation plans; shelter arrangements; security manuals; emergency equipment; and security training as confidential and exempt from disclosure.

CM/GC agrees not to divulge, furnish or make available to any third person, firm or organization, without Authority's prior written consent, or unless incidental to the proper performance of CM/GC's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any confidential or exempt information concerning the services to be rendered by CM/GC hereunder. CM/GC shall require all of its employees, agents, and subcontractors to comply with the provisions of this Article.

ARTICLE 13 - PUBLIC RECORDS - COMPLIANCE WITH SECTION 119.0701, FLORIDA STATUTES

To the extent Operator is "acting on behalf" of Authority in providing services under this Agreement, Operator specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and will:

- 13.1 Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services required under this Agreement;

- 13.2 Upon request from the Authority, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 13.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 13.4 Meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of Operator upon termination of this Agreement 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 Authority in a format that is compatible with the information technology system of the Authority.

IF THE OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (239) 590-4504, 11000 TERMINAL ACCESS ROAD, STE. 8671, FORT MYERS, FL 33913, PUBLICRECORDS@FLYLCPA.COM, [HTTPS://FLYLCPA.COM/PUBLICRECORDSREQUEST](https://FLYLCPA.COM/PUBLICRECORDSREQUEST).

ARTICLE 14 - OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports and other technical data, other than working papers, prepared or developed by CM/GC under this Agreement shall be delivered to and become the property of Authority. CM/GC may retain copies thereof for files and internal use.

ARTICLE 15 - MAINTENANCE OF RECORDS

CM/GC will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by CM/GC for a minimum of five (5) years from the date of expiration or termination of this Agreement or the date all work under this Agreement is complete, whichever is later. Authority, the FAA, the Comptroller General of the United States or any duly authorized agent or representative of any of them shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the period of five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours.

ARTICLE 16 - INDEMNIFICATION

16.1. CM/GC shall indemnify, hold harmless and defend Authority and Lee County, Florida, and their respective Boards of Commissioners, officers, agents and employees, from and against any liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, that may be made or brought hereafter by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CM/GC, or anyone employed or utilized by CM/GC in the performance of this Agreement, except where such claims or damages result from the gross negligence or willful, wanton or intentional misconduct of Authority, Lee County or their respective Boards of Commissioners, officers, agents or employees. This

obligation will survive termination of the Agreement and acceptance of the services provided under this Agreement and payment therefore by Authority.

16.2. With respect to and in consideration for the indemnifications provided by CM/GC in paragraph 16.1 above, Authority agrees to pay to CM/GC ten percent (10%) of the total compensation paid to CM/GC under this Agreement, the sufficiency and receipt of which is hereby acknowledged.

ARTICLE 17 - INSURANCE

During the term of this Agreement, CM/GC shall provide, pay for, and maintain, with companies satisfactory to Authority, the types of insurance described herein. Promptly after execution of this Agreement by both parties, the CM/GC must obtain the insurance coverages and limits as set out below. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida.

The Authority reserves the right to reject insurance written by an insurer it deems unacceptable because of poor financial condition or other operational deficiency. All insurance must be placed with insurers who are duly licensed, or authorized to do business within the State of Florida, and with an A.M. Best Rating of not less than A-VII. Regardless of this requirement, Authority in no way warrants that the required minimum insurer rating is sufficient to protect the CM/GC from potential insurer insolvency.

All policies of insurance shall contain provisions that advance written notice shall be given to Authority's Risk Manager of any cancellation, intent not to renew, material change or alteration, or reduction in the policies' coverages, except in the application of the Aggregate Limits provision of any policy. If there is a reduction in the Aggregate Limit

of any policy, CM/GC shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. If there is a cancellation, Provider agrees to obtain replacement coverage as soon as possible.

The acceptance by Authority of any Certificate of Insurance evidencing the insurance coverages and limits required in this Agreement does not constitute approval or agreement by Authority that the insurance requirements have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the requirements of this Agreement.

All of CM/GC's insurance coverages shall be primary and non-contributory to any insurance or self-insurance program carried by Authority and applicable to work under this Agreement and shall include waiver of subrogation in favor of Authority.

No work shall commence on any Task assigned under this Agreement unless and until the required Certificates of Insurance are received and approved by Authority.

17.1. INSURANCE REQUIRED

Before starting and until acceptance of any work by Authority, CM/GC shall procure and maintain insurance of the types and to the limits specified in paragraphs 17.2.1 through 17.2.4, inclusive below. All liability insurance policies obtained by CM/GC to meet the requirements of this Agreement, other than Worker's Compensation and Employer's Liability and Professional Liability policies, shall name Authority as an additional insured as to the operations of CM/GC under the Contract Documents and shall contain the severability of interests provisions.

17.2. COVERAGES

The amounts and types of insurance described below are the minimum requirements and are not intended to limit the Authority's access to additional coverage if more coverage is available. All amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) forms and endorsements or broader where applicable:

17.2.1. Professional Liability Insurance - When required by Authority, CM/GC shall maintain professional liability insurance insuring its legal liability arising out of the performance of professional services under this Agreement. Such insurance shall have limits of not less than \$2,000,000,00. CM/GC must continue this coverage for a period of not less than five (5) years after completion of its services to Authority. CM/GC shall promptly submit a Certificate of Insurance providing for an unqualified written notice to Authority of any cancellation of coverage or reduction in limits, other than the application of the Aggregate Limits provision.

If the professional liability insurance is written on a claims-made basis, CM/GC warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

17.2.2. Commercial General Liability Insurance - CM/GC shall maintain commercial general liability insurance. Coverage shall include, but not be limited to, Bodily Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations, and XCU Coverages. If CM/GC

provides any construction work, it must also include Products & Completed Operations, with the Completed Operations Coverage maintained for any project under this Agreement and then for not less than five (5) years following completion and acceptance of the work by Authority. Limits of coverage shall not be less than the following for Bodily Injury, Property Damage and Personal Injury Combined Single Limits:

General Aggregate	\$4,000,000.00
Products - Completed Operations Aggregate	\$2,000,000.00
Personal and Advertising Injury	\$2,000,000.00
Each Occurrence Combined Single Limit	\$2,000,000.00

Builder's Risk, Environmental Compliance and Contractor's Equipment insurance (including rental equipment) may also be required on a project by project basis. Builder's Risk coverage shall equal the estimated construction cost of the Project or Task. If the General Liability insurance required herein is issued or renewed on a "claims made" form, as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of any Task under this Agreement and shall provide that in the event of cancellation or non-renewal the discovery period for insurance claims (Tail Coverage) shall be unlimited.

17.2.3. Automobile Liability Insurance shall be maintained by CM/GC as to ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury and Property Damage Liability \$2,000,000.00 Combined Single Limit

17.2.4. Worker's Compensation and Employers Liability Insurance shall be maintained by CM/GC during the term of this Agreement for all employees engaged in

the work under this Agreement, in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than:

Worker's Compensation	Florida Statutory Requirements
Employer's Liability	
Each Accident	\$1,000,000.00
Disease Each Employee	\$1,000,000.00

17.2.5. Certificates of Insurance CM/GC must provide evidence of the required insurance coverage using Authority's Certificate of Insurance, or similar form acceptable to Authority's Risk Manager, to verify coverages. The Certificate of Insurance must be completed on a "sample only" basis by CM/GC's insurance representatives and must be submitted for Authority's review as to acceptability. Upon acceptance, the Certificates must be signed by an Authorized Representative of the insurance company/companies shown on the Certificates with proof that he or she is an authorized representative thereof. In addition, copies of all insurance policies shall be provided to Authority, on a timely basis, if requested by Authority. If any insurance provided under this Agreement will expire prior to the completion of the services provided under this Agreement, renewal Certificates of Insurance on an acceptable form and copies of the renewal policies, if requested by Authority, must be furnished to Authority's Risk Manager at least thirty (30) days prior to the date of expiration.

17.2.6. Subcontractor Coverage - For each of the insurance coverages listed above Authority may require the CM/GC's subcontractors to carry identical coverages in the same amounts listed in the earlier sections.

17.2.7. Failure to Maintain Insurance Coverage - If CM/GC does not maintain the insurance coverages required by this Agreement, Authority may cancel the

Agreement or at its sole discretion be authorized to purchase such coverages and charge CM/GC for the coverages purchased. Authority shall be under no obligation to purchase insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Authority to purchase insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.

ARTICLE 18 - SERVICES BY CM/GC'S OWN STAFF

Services to be performed under this Agreement must be performed by CM/GC's own staff, unless otherwise authorized in writing by Authority.

ARTICLE 19 - WAIVER OF CLAIMS

CM/GC's acceptance of final payment will constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against Authority for services rendered under this Agreement, except those previously made in writing and identified by CM/GC as unsettled at the time of the final payment. Neither the acceptance of CM/GC's services nor payment by Authority shall be deemed to be a waiver of any of Authority's rights against CM/GC.

ARTICLE 20 - AIRPORT SECURITY REQUIREMENTS

CM/GC acknowledges that the Authority is subject to strict federal security regulations limiting access to secure areas of the airport and prohibiting violations of the adopted Airport Security Program. CM/GC may need access to these secure areas to complete the work required by this Agreement.

CM/GC therefore agrees, in addition to the other indemnification and assumption of liability provisions set out above, to indemnify and hold harmless the Authority and Lee County, Florida, and their respective commissioners, officers and employees, from any

duty to pay any fine or assessment or to satisfy any punitive measure imposed on the Authority or Lee County, Florida by the FAA or any other governmental agency having jurisdiction for breaches of security rules and regulations by CM/GC, its employees, agents, subcontractors, or invitees.

CM/GC further acknowledges that its employees, agents, and subcontractors may be required to undergo background checks and take Airport Security and Access Procedures ("S.I.D.A.") training before receiving an Airport Security Identification Badge.

Immediately upon the completion of any work requiring airport security access under this Agreement, or upon the resignation or dismissal or conclusion of any work justifying airport security access to any employee, agent, subcontractor, or invitee of the CM/GC, CM/GC shall notify the Airport's Police Department that the CM/GC's access authorization or that of any of CM/GC's employees, agents, subcontractors, or invitees has changed. CM/GC will confirm that notice, by written confirmation on company letterhead, within twenty-four (24) hours of providing initial notice to the Airport's Police Department.

Upon termination of this Agreement, or the resignation or dismissal of any employee or agent, or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the CM/GC, CM/GC shall surrender any Airport Security Identification Badge held by the CM/GC or by CM/GC's employees, agents, subcontractors, or invitees. Should CM/GC fail to surrender these items within five (5) days, the CM/GC shall be assessed a fee of Twenty-Five Dollars (\$25.00) per identification badge not returned. This fee will be billed to the CM/GC or deducted from any money owing to the CM/GC, at the Authority's discretion.

ARTICLE 21 - PAYMENT AND PERFORMANCE GUARANTIES

During the term of this Agreement CM/GC will maintain payment and performance bonding capacity sufficient to bond not less than one hundred percent (100%) of the aggregate workload assigned to CM/GC at any given time by outstanding Task Authorizations or Contract Amendments. Such bonding capacity must be maintained without contingencies requiring bonding of subcontractors.

Bonding requirements for specific Tasks shall be set by Authority on a Task-by-Task basis. Unless specifically waived in writing by the Authority pursuant to Florida Law, CM/GC will be required to post separate performance and payment bonds in the amount of one hundred percent (100%) of the estimated construction cost of any Task where CM/GC will provide general contracting services and otherwise fully comply with the requirements of Section 255.05, Florida Statutes. Bonds must be provided from a surety licensed to do business in the State of Florida and maintaining an A.M. Best Company Rating not less than A, XV.

ARTICLE 22 - TERMINATION OR SUSPENSION

22.1. CM/GC shall be considered in material default of this Agreement and such default will be considered cause for Authority to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under any Task Authorization or Contract Amendment, or (b) failure to properly and timely perform the services as directed by Authority as provided for in the Agreement, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by CM/GC, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the

terms or spirit of this Agreement, or (f) for any other just cause. Authority may terminate this Agreement, in whole or in part, by giving CM/GC seven (7) calendar days written notice.

22.2. If, after notice of termination of this Agreement, it is determined for any reason that CM/GC was not in default, or that its default was excusable, or that Authority was not entitled to the remedies against CM/GC provided herein, then CM/GC's remedies against Authority shall be the same as and limited to those afforded CM/GC under paragraph 22.3. below.

22.3. Authority shall have the right to terminate this Agreement, in whole or in part, without cause upon thirty (30) calendar days written notice to CM/GC. In the event of such termination for convenience, CM/GC's recovery against Authority shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by CM/GC that are directly attributable to the termination, but CM/GC shall not be entitled to any other or further recovery against Authority, including, but not limited to, anticipated fees or profits on work not required to be performed.

22.4. Upon termination, CM/GC shall deliver to Authority all original papers, records, documents, drawings, models, and other materials set forth and described in this Agreement.

22.5. Authority shall have the power to suspend all or any portions of the services to be provided by CM/GC hereunder upon giving CM/GC two (2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered

hereunder are so suspended, CM/GC's sole and exclusive remedy shall be an extension of time to its schedule.

ARTICLE 23 - TERMINATION UNDER SECTION 287.135, F.S.

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 CM/GC is found to have submitted a false certification under Section 287.135(5), F.S., 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 is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

ARTICLE 24 - SECURING AGREEMENT

CM/GC warrants that CM/GC has not employed or retained any company or person, other than a bona fide employee working solely for CM/GC, to solicit or secure this Agreement and that CM/GC has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CM/GC, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

CM/GC shall sign the Truth-In-Negotiation Certificate attached hereto and made a part hereof as Schedule "D". The original Agreement price and any additions thereto shall be adjusted to exclude any sums by which Authority determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

ARTICLE 25 - CONFLICT OF INTEREST

25.1. - Conflict of Interest - Clients - The Authority desires to avoid any real or perceived conflict of interest in obtaining CM/GC's services during the term of this Agreement. CM/GC therefore agrees not to perform work for any third party related to development of the Southwest Florida International Airport or Page Field General Aviation Airport, nor perform work related to any property directly abutting either Airport boundary or the boundaries of the Airport Mitigation Park, within the Runway Protection Zone of either Airport, or within the Southwest Florida International Airport Noise Overlay Zone.

CM/GC represents that it presently has no interest and shall acquire no interest, during the term of this Agreement, either direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. CM/GC further agrees that no person having any such interest shall be employed or engaged by CM/GC for said performance.

If CM/GC, for itself and on behalf of its subcontractors, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by CM/GC or such subcontractor under this Agreement, then it will promptly bring such potential conflict of interest to Authority's attention, in writing. Authority will advise CM/GC, in writing, within ten (10) calendar days as to the period of time required by Authority to determine if such a conflict of interest exists. If Authority determines that there is a conflict of interest, CM/GC or such subcontractor shall decline the representation upon written notice by Authority.

If Authority determines that there is no conflict of interest, then Authority will give its written consent to the proposed representation. If CM/GC or a subcontractor accepts

any representation without obtaining Authority's prior written consent, and if Authority subsequently determines that there is a conflict of interest between that representation and the work being performed by CM/GC or a subcontractor under this Agreement, then CM/GC or such subcontractor agrees to promptly terminate the representation. CM/GC shall require each of its subcontractors to comply with the provisions of this Article.

If CM/GC fails to advise or notify Authority as provided hereinabove of representation which could, or does, result in a conflict of interest, or if CM/GC fails to discontinue such representation when requested, Authority may consider such failure as justifiable cause to terminate this Agreement.

25.2. Conflict of Interest - Projects - If CM/GC or any subcontractor is requested by Authority to prepare any early analysis, concept study, preliminary design, cost estimate, project schedule, etc. for a project and the estimated construction cost of that project is expected to exceed the statutory threshold for competitive solicitations (currently \$2 million) the CM/GC and any subcontractor will be prohibited from pursuing any future solicitation or contracting with another firm, as a prime consultant or subconsultant, for that same project. The CM/GC may not decline any work assigned by the Authority under this Agreement because of this restriction. As identified in the Request for Letters of Qualification, CM/GC acknowledges and accepts that all work that is potentially funded with any federal funds will be awarded to the top ranked firm as previously determined during the competitive selection process.

ARTICLE 26 - NOTICES AND ADDRESS OF RECORD

26.1. All notices required or made under this Agreement to be given by either party to the other shall be in writing and shall be delivered by hand or by United States

Postal Service, first class mail service, postage prepaid, and addressed to the following addresses of record:

Lee County Board of Port Commissioners
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913

ATTENTION: Mark R. Fisher, Deputy Executive Director - Development

Halfacre Construction Company
7015 Professional Parkway East
Sarasota, FL 34240

ATTENTION: John Cox, President

26.2. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

ARTICLE 27 - NO THIRD PARTY RIGHTS

Nothing contained in this Agreement shall create a contractual relationship with a third party, or any duty, obligation or cause of action in favor of any third party, against either the Authority or CM/GC.

Services performed by CM/GC under the Agreement are solely for the benefit of the Authority. This Agreement shall not be construed to create any contractual relationship between CM/GC and any third party. It is the intent of the parties that there be no third party beneficiaries to this Agreement. The fact that the Authority may enter into other agreements with third parties that give CM/GC and Authority the right to observe work being performed by those third parties, shall not give rise to any duty or responsibility on the part of CM/GC in favor of such third parties.

ARTICLE 28 - MISCELLANEOUS

28.1. CM/GC, in representing Authority, shall promote the best interest of Authority and assume towards Authority a fiduciary relationship of the highest trust, confidence, and fair dealing.

28.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

28.3. This Agreement is not assignable, in whole or in part, by CM/GC without the prior written consent of Authority.

28.4. Waiver by either party or a breach of any provision of this Agreement 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 Agreement.

28.5. The headings of the Articles, Sections, Schedules and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Sections, Schedules or Attachments.

28.6. This Agreement, including any Addenda and referenced Schedules and Attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatever on this Agreement.

ARTICLE 29 - NOTICE REGARDING PUBLIC ENTITY CRIMES

Section 287.133(3)(a) (1995) requires Authority to notify CM/GC of the provisions of Section 287.133(2)(a) F.S.

Section 287.133(2)(a) F.S. prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime from:

- A. Contracting to provide goods or services to a public entity.
- B. Submitting a bid on a contract for construction or repair of a public building or public work.
- C. Submitting bids on leases of real property to a public entity.
- D. Being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of \$35,000.00.

The prohibitions listed above apply for a period of thirty-six (36) months from the date a person or an affiliate is placed on the convicted vendor list.

ARTICLE 30 - APPLICABLE LAW

Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules, and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought either in the Florida state courts in Lee County, Florida, or in the United States Federal District Court for the Middle District of Florida, Fort Myers Division. The prevailing party in any suit or action shall be entitled to recover from the other party their reasonable attorneys' fees and court costs.

ARTICLE 31 - PROHIBITED INTERESTS

No member, officer or employee of the Port Authority or of the locality during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

ARTICLE 32 - LOBBYING CERTIFICATION

The Port Authority agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Port Authority, to any person for influencing or attempting to influence any officer or employee of any Federal agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the Port Authority to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Port Authority shall require that the language of this section be included in this award document and any award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ARTICLE 33 - E-VERIFY

CM/GC agrees that it will enroll and participate in the U.S. Department of Homeland Security's E-Verify Program for Employment Verification in accordance with the terms governing use of the Program. The CM/GC further agrees to provide the Authority with proof of enrollment within thirty (30) days of the date of this Agreement. Once enrolled, CM/GC agrees to use the E-Verify Program to confirm the employment eligibility of:

33.1. All persons employed by CM/GC during the term of this Agreement.

33.2. All persons, including subcontractors, assigned by the CM/GC to perform work or provide services under this Agreement.

CM/GC further agrees that it will require each subcontractor performing work or providing services under this Agreement to enroll in and use the U.S. Department of Homeland Security's E-Verify Program for Employment Verification to verify the employment eligibility of all persons employed by the subcontractor during the term of this Agreement.

CM/GC agrees to maintain records of its participation and compliance with the provisions of the E-Verify Program, including participation by its subcontractors as provided above, and to make such records available to the Authority or other authorized state or federal agency consistent with the terms of this Agreement.

Compliance with the terms of this Article 32 is made an express condition of this Agreement, and the Authority may treat failure to comply as a material breach of the Agreement and grounds for immediate termination.

ARTICLE 34 - COVENANTS AGAINST DISCRIMINATION

During the performance of this Agreement, CM/GC, for itself, its assignees and successors in interest agrees as follows:

34.1. Compliance with Regulations. CM/GC shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (the "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

34.2. Nondiscrimination Clause. Pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs in the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, the Restoration Action of 1987, the Florida Civil Rights Act of 1992, and as said Regulations may be amended, the CM/CG must assure that "no person in the United States shall on the basis of race, color, national origin, sex, creed or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," and in the selection and retention of CM/GC, including procurements of materials and leases of equipment.

The CM/GC will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

34.3 General Civil Rights Clause. The CM/GC agrees to comply with pertinent statute, Executive Orders and such rules as are promulgated to ensure that no person

shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the CM/GC and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

34.4. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by CM/GC for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by CM/GC of CM/GC's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

34.5. Information and Reports. CM/GC shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of CM/GC is in the exclusive possession of another who fails or refuses to furnish this information, CM/GC shall so certify to Authority or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

34.6. Sanctions for Noncompliance. In the event of CM/GC's noncompliance with the nondiscrimination provisions of this Agreement, Authority shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to CM/GC under the Agreement until CM/GC complies; and/or

(b) cancellation, termination, or suspension of the Agreement, in whole or in part.

34.7. DBE Policy. It is the policy of the Department of Transportation (the "DOT") that Disadvantaged Business Enterprises ("DBE's") as defined in 49 CFR Part 23 and Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Part 26 apply to this Agreement. The CM/GC agrees to ensure that DBE's as defined in 49 CFR Part 23 and Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, CM/GC shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 and Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts.

34.8. Prompt Payment Requirements. Authority has adopted a DBE Program in compliance with 49 CFR Part 26, therefore, the following requirement will apply to all contracts funded, either wholly or in-part, with DOT financial assistance:

CM/GC agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment CM/GC receives from Authority. CM/GC agrees further to return any retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment beyond these time limits may occur only for good cause following written approval of the delay by Authority. This clause applies to both DBE and non-DBE subcontractors.

34.9. Incorporation of Provisions. CM/GC shall include the provisions of paragraphs 34.1. through 34.8. in every subcontract, including procurements of materials and leases of equipment, unless exempted by the Regulations or directives issued pursuant thereto. CM/GC shall take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event CM/GC becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CM/GC may request Authority to enter into such litigation to protect the interests of Authority and, in addition, CM/GC may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 35 - NONDISCRIMINATION CLAUSE

Pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, the Restoration Action of 1987, the Florida Civil Rights Act of 1992, and as said Regulations may be amended, the Contractor/Consultant must assure that "no person in the United States shall on the basis of race, color, national origin, sex, creed or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," and in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment.

The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the

contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

ARTICLE 36 - GENERAL CIVIL RIGHTS CLAUSE

The Contractor agrees to comply with pertinent statute, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

ARTICLE 37 - AIRPORT IMPROVEMENT PROGRAM (AIP) PROJECTS - FAA

REQUIRED CONTRACT PROVISIONS

Certain services required under this Agreement may encompass projects that are FAA funded by Airport Improvement Program (AIP) grants. Where such grant funding requires the use of specific FAA contract language as a condition of the grant, that contract language will be incorporated into the Task Authorization or Contract Amendment attributable to that project, as appropriate.

ARTICLE 38 - AMENDMENTS OR MODIFICATIONS

No amendment or modification to this Agreement shall be valid or binding upon the parties unless in writing as an Amendment to this Agreement and executed by both parties intended to be bound by it.

This 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:


(Witness)


(Witness)

ATTEST: CLERK OF COURTS
LINDA DOGGETT

By: _____
Deputy Clerk

CM/GC: HALFACRE CONSTRUCTION
COMPANY

By: _____

Title: President

Date: 2/3/2020
(Corporate Seal)

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

By: _____
Chair or Vice Chair

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

By: _____
Port Authority Attorney's Office

FAA APPROVED:

By: _____

FDOT APPROVED:

By: _____

SCHEDULE "A"

SCOPE OF SERVICES

The CM/GC will provide services in conjunction with the operation, maintenance and development of the Southwest Florida International Airport (RSW) and Page Field in Lee County, Florida.

The CM/GC will serve as an extension of staff for a variety of small, medium and large size construction related projects. All services provided under this Agreement will be pursuant to Chapter 255.103 Florida Statutes, as amended, whereby estimated construction costs for each individual project or task does not exceed \$2 million. All work authorized under this Agreement is subject to the following conditions:

- As this is a professional service contract selected, under 49 CFR Part 18, direct employees of the CM/GC shall not perform any construction work as identified under F.S. 255 and corresponding regulations.
- CM/GC will participate in the design and procurement process on a project-by-project basis under a preconstruction services Task assigned under this Agreement.
- Upon completion of the design phase for any project, CM/GC will be required to seek competitive bids for all subcontracted construction work with the lowest responsive sub-trade bids awarded, unless good cause can be shown to award the work otherwise, in accordance with Port Authority, state and federal procurement regulations.

CM/GC will be required to manage a variety of projects and subcontractors. A broad range of construction disciplines, analysis and expertise may be needed during the term of this professional services agreement. The specific number and mix of disciplines needed is unknown at this time. The CM/GC will be responsible for all scheduling and coordination and shall generally be responsible for the successful, timely and economical completion of requested projects. Services to be provided are outlined below:

- Management of various subconsultants and subcontractor construction related subcontracts and disciplines.
- Management of numerous project schedules and budgets.
- Management of construction projects, including but not limited to:
 - Contracting with all subcontractors, and material and equipment suppliers necessary to complete each project and soliciting and acquiring competitive bids as required.
 - Providing construction management oversight of various construction work.
 - Providing continuous on-site construction and management services throughout the construction phase of each project.
 - Scheduling and conducting preconstruction and construction progress meetings.
 - Preparing daily project logs and progress schedules.
 - Processing requests for information and negotiating change orders.
 - Overseeing quality assurance, testing and inspection programs to see that they are performed in accordance with the project plans and specifications.
 - Maintaining project controls documentation and administering safety programs.
 - Participating in specialty Port Authority programs (e.g., DBE).
 - Performing constructability reviews/value engineering services.
 - Coordinating with the architect/engineer or design engineer on all design issues.
 - Obtaining all necessary construction permits as needed.

- o Coordinating all subcontractor work for construction projects as deemed necessary to successfully complete each project.

Projects that may require construction and construction management services to be performed by the CM/GC may include, but are not limited to, the following:

- Terminal Building Construction, Expansion, and Demolition
- T-hangar, Hangar, and Maintenance Buildings
- Runway, Aircraft Ramp and Taxiways/Taxilanes
- Site/Utility/Infrastructure/Storm Water Management Improvements
- Exotic Species Removal and Treatment
- Security and IT Improvements
- Fuel Farm Improvements
- Landscaping and Signage Enhancements
- Roadways, Fly-over Bridge Structures and Parking Lots
- Programming and Scheduling
- Cost Estimating and Budgeting
- Database Assistance
- Other services identified in the Port Authority's Capital Improvement Program Update
- Any services needed to accomplish the development goals of the Port Authority

SCHEDULE "B"
GENERAL CONDITIONS

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ARTICLE 1 - GENERAL CONDITIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Construction Phase Contract Documents consist of the Professional Services Agreement between Owner and Construction Manager/General Contractor (CM/GC), (hereinafter referred to as the Agreement) and the Project Manual, these General Conditions, the Project Information Sheet, Supplementary General Conditions, Drawings, Technical Specifications, Addenda, CM/GC procurement certification letters, payment and performance bonds and insurance, Task Authorizations, Contract Amendments and Field Directives. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as the CM/GC's bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms or portions of Addenda relating to bidding requirements) and other documents that may form agreements between the CM/GC and any subcontractor or material supplier used in the Work.

1.1.2 THE CONTRACT

The Contract Documents form the contract for Professional Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Contract Amendment. The Contract shall not be construed to create a contractual relationship of any kind between the Architect/Engineer (A/E) and the CM/GC, or between the Owner and a subcontractor, sub-subcontractor, material supplier or between any persons or entities other than the Owner and CM/GC.

1.1.3 CONTRACT AMENDMENTS

A Contract Amendment is a written modification to the Contract signed by both parties.

1.1.4 THE WORK

The term "Work" means all construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the CM/GC to fulfill the CM/GC's obligations. The Work may constitute the whole or a part of the Project.

1.1.5 THE PROJECT

The Agreement has been entered between Owner and CM/GC to obtain CM/GC's professional services for the Project described in the Agreement and includes the Scope of Work under the Contract Documents, authorized through Contract Amendments and Task Authorizations by the Owner.

PROJECT MANUAL

The Project Manual is that portion of the Contract Documents consisting of the Project Information Sheet, Project Insurance Requirements, General Conditions, Supplementary General Conditions, Technical Specifications, CM/GC contract requirements, and all other pertinent information to perform the Work.

1.1.6 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.7 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

1.1.8 OWNER

The Owner is the "Lee County Port Authority Board of Port Commissioners," also referred to in the Contract Documents as "Lee County Port Authority," or "Port Authority."

1.1.9 CONSTRUCTION MANAGER/GENERAL CONTRACTOR

The CM/GC is the person, authorized representative, or entity with whom the Owner has contracted and who is liable for the acceptable performance of the Work contracted and for the payment of all debts pertaining to the Work, who acts directly or through lawful agents and is responsible for administering and inspecting the Work as set forth in the Contract as well as coordinating the Work with the work of other contractors at the Project site.

1.1.10 ARCHITECT/ENGINEER (A/E)

The Architect/Engineer ("A/E") is the person, authorized representative or entity, singular or plural, engaged by the Owner to provide architectural or engineering services relevant to the Project as the architect/engineer of record. The term "A/E" may refer to one or several parties or any of their authorized representatives. The A/E is referred to throughout the Contract Documents as if singular in number. The A/E is also the entity performing architectural or engineering services during the Construction Phase of the Work (Construction Administration).

1.2 EXECUTION, CORRELATION AND INTENT OF CONTRACT AMENDMENTS

1.2.1 Contract Amendments shall be signed by the Owner and CM/GC as provided in the Contract. The CM/GC shall sign the Contract Amendment, and return the signed Contract Amendment to the Owner, along with all required proofs of insurance, performance and payment bonds, and Bidders List Data within fifteen (15) days from the date the Contract Amendment is delivered to the CM/GC, if required.

1.2.2 Failure of the CM/GC to execute the Contract Amendment or furnish the required proofs of insurance and acceptable bonds within the fifteen (15) day period shall be just cause for termination of the Contract.

1.2.3 Execution of a Contract Amendment by the CM/GC is a representation that the CM/GC has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated personal observations with requirements of the Contract Documents.

1.2.4 The Owner reserves the right to cancel the award of any Contract Amendment without incurring liability to the CM/GC at any time before a Contract Amendment has been fully executed by all parties, approved by the Owner and an executed copy of the Contract Amendment delivered to the CM/GC.

1.2.5 The intent of the Contract Documents is to include all information necessary for the proper execution and completion of the Work by the CM/GC. The Contract Documents are complimentary, and what is required by one portion or section shall be as binding as if required by all. All minor details of work that are not shown in the Contract Documents, but that are reasonably inferable as necessary for the proper completion of the Work, are incidental matters and are included within the Work. The CM/GC shall not receive any additional compensation for performing any such incidental matters. Organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the CM/GC in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.

1.3 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

1.3.1 All Drawings, Specifications and other documents prepared by the A/E are and shall remain the property of the Owner, and the Owner shall retain all common law, statutory and other reserved rights with respect thereto. They shall not be used on any other project without the prior written consent of the Owner, and the CM/GC shall take such action as may be necessary to prevent their use on any other project or for additions to the Project outside the scope of the Work by any subcontractor or material and equipment supplier. The CM/GC, subcontractors, and material and equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the A/E that are appropriate to and for use in the execution of their Work under the Contract. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the A/E. Submittals or distributions necessary to meet official regulatory requirements or for other purposes relating to completion of the Project are not to be construed as a publication in derogation of the Owner's copyright or other reserved rights.

1.4 INTERPRETATION

1.4.1 In the interest of brevity, the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.4.2 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.5 ORDER OF PRECEDENCE

1.5.1 Order. If there is an irreconcilable, direct conflict between Contract Documents, the order of precedence for the Contract Documents shall be as follows:

- .1 Contract Amendments
- .2 The Professional Services Agreement between Owner and CM/GC
- .3 Project Manual
- .4 Owner and CM/GC General Conditions
- .5 Supplementary General Conditions
- .6 Drawings and Technical Specifications:
 - A. Drawings take precedence over Specifications as to quantity and location. Specifications take precedence over Drawings as to quality of material and workmanship.
 - B. If there is a discrepancy between the measured dimensions and the written dimensions on a Drawing, the written dimensions shall take precedence.
 - C. Detail Drawings shall take precedence over related general Drawings. Where a portion of the Work is detailed or drawn out, such portion shall apply to all like portions of the Work.
 - D. Large-scale drawings of small-scale drawings take precedence over the small-scale drawing.
- .7 Lump Sum Schedule contained in the CM/GC's Bids.
- .8 Instructions to Bidders and all portions thereof containing information required from the CM/GC, including invitations to bid, bid advertisements, and bid addenda.
- .9 Measurements by scale.

1.5.2 Most Stringent Apply. In the event any conflicts cannot be resolved by applying the order of precedence, the more stringent and comprehensive requirements shall apply.

1.5.3 Apparent Errors and Omissions. The CM/GC shall not take advantage of any apparent error or omission on the Drawings, Plans or Specifications. If the CM/GC discovers any apparent error

or discrepancy, then prior to proceeding with the affected work, CM/GC must immediately call upon the A/E for a decision on the apparent error or omission and such decision shall be final. The CM/GC shall carry out the A/E's instructions as if originally specified.

1.6 STANDARD FORMS

1.6.1 The following forms shall be utilized in the execution of the Work and will be provided by the Owner at the Preconstruction Meeting. Project forms may be modified at any time during the term of the Contract at the discretion of the Owner.

- .1 **Request for Information (RFI).** A RFI shall be utilized in the field to present any questions or clarifications requested by the CM/GC. The A/E shall, upon receipt, forward the RFI to the appropriate source who will respond to the RFI in writing. The A/E shall provide the CM/GC with a copy of the written response to the RFI with reasonable promptness to avoid or minimize delay in the progress of the Work.
- .2 **Request for Contract Amendment (RCA):** A RCA shall be utilized by the CM/GC to formally present any request for monetary, time, or contractual adjustment. The RCA shall provide justification for entitlement to the change and shall be substantiated.
- .3 **Notice of Variation (NOV):** A NOV shall be used to indicate proposed modifications to the drawings or specifications. Upon receipt of an NOV, the CM/GC shall submit a detailed breakdown of costs (adds or deducts) to the A/E. The result of the information provided in the NOV may or may not result in a change to the Project. CM/GC must respond to an NOV within 10 days of receipt. Lack of a response by CM/GC may result in the issuance of a Notice of Noncompliance (NNC) and/or withholding of payment by the Owner.
- .4 **Contract Amendment (CA).** A CA shall be utilized to formalize modifications to the Contract that are agreed to by the Owner and CM/GC.
- .5 **Field Directive (FD):** A FD shall be utilized in the absence of an agreement, in the form of a CA, to express a written order by the Owner directing a change in the work, or to expedite a change in work that is time and/or schedule sensitive.
- .6 **Notice of Noncompliance (NNC):** A NNC shall be utilized by the A/E to communicate in writing to the CM/GC either a deficiency in the Work or other action required of the CM/GC. The CM/GC shall provide a written response to the A/E within seven (7) days of receipt of the NNC. The Owner may withhold payment from CM/GC for those items in noncompliance until corrective action is completed.
- .7 **Application and Certificate of Payment:** CM/GC shall utilize the Owner's CM/GC Application for Payment. Owner will provide additional payment application and certificate forms as required.

- .8 **CM/GC's Partial Release of Lien:** The CM/GC shall be required to utilize this standard form to provide a Release of Lien with each Application for Payment. The Owner may withhold payment, or the A/E may delay processing the application for payment, until the signed and notarized Release of Lien is provided.
- .9 **Subcontractor's Partial Release of Lien:** The CM/GC shall be required to provide his subcontractors with a standard form Partial Release of Lien, and include completed forms from each subcontractor along with each Application for Payment. The Owner may withhold payment, or the A/E may delay processing the application for payment, until the signed and notarized form is provided.
- .10 **CM/GC Warranty:** The CM/GC Warranty will be provided as part of the final close out of the Project and is a general warranty for all workmanship and materials. Receipt of this Warranty does not preclude or replace requirements for any other special warranties that may be required by the Special Conditions or Technical Specifications for the Project. The Owner may withhold final payment until the Warranty is provided.
- .11 **Final Payment Certification and Subcontractors Final Release of Lien:** CM/GC is required to utilize this standard form as part of the final close out of the Project or at the time, final payment is issued to the subcontractor.
- .12 **Final Payment Certification and CM/GC's Final Release of Lien:** This standard form is provided as part of the final close out of the Project.

ARTICLE 2 - OWNER

2.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.1.1 The Owner shall not be responsible for furnishing surveys or other information as to the physical characteristics of or utility locations for the Project site(s). To the extent that Owner provides such information, it is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the Work. IT IS THE CM/GC'S RESPONSIBILITY TO FIELD LOCATE ALL UNSEEN ASPECTS OF THE PROJECT, INCLUDING, BUT NOT LIMITED TO, UNDERGROUND UTILITY LINES, FAA CABLES, EXTERIOR/INTERIOR SPRINKLER LINES, EXTERIOR/INTERIOR PHONES/UTILITY OR FIBER OPTIC OR OTHER VIDEO AND DATA TRANSMISSION LINES, AND EXISTING UNDERGROUND STRUCTURES, (COLLECTIVELY REFERRED TO AS "UTILITIES") PRIOR TO BEGINNING WORK. Any inaccuracy or omission in information contained on the Drawings, Plans or Specifications regarding utilities shall not relieve the CM/GC of responsibility to protect such utilities from damage or unscheduled interruption of utility service. The CM/GC is responsible for assuring no interruption of utility service occurs by taking whatever actions and incurring whatever costs are necessary. ANY INTERRUPTION IN UTILITY SERVICE SHALL BE IMMEDIATELY CORRECTED BY THE CM/GC AT NO COST TO THE OWNER. IF SUCH INTERRUPTION IS NOT IMMEDIATELY

CORRECTED BY THE CM/GC, THE OWNER WILL PERFORM THE NECESSARY REPAIRS AND THE CM/GC OR SURETY WILL PAY FOR ALL COSTS RELATED TO THESE REPAIRS. THE CM/GC IS RESPONSIBLE FOR ALL TEMPORARY COSTS AND SERVICES DETERMINED NECESSARY BY THE OWNER IF SERVICES ARE INTERRUPTED.

2.1.2 Except for the results of test borings, logs, investigations, records or information at a specific location, the Owner disclaims all responsibility whatsoever with respect to the sufficiency or accuracy of test borings made, or of the logs of test borings, or of other investigations or records of subsurface conditions (including, but not limited to, underground utility locations, or of the interpretations made thereof), and there is no warranty or guaranty, expressed or implied, that the conditions indicated by such test borings, logs, investigations, records, or information are representative of conditions existing throughout the Work site, or any part thereof, or that unforeseen developments may not occur. At the Owner's request, the CM/GC shall make available to the Owner the results of any surface or subsurface investigations of the site, test borings, analyses, studies or other tests conducted by or in possession of the CM/GC or any of its agents.

2.1.3 The Owner shall secure and pay for any easements, impact fees and water connection fees associated with the Work. The CM/GC shall secure and pay for those permits, fees and notices set forth in the Contract.

2.1.4 In addition to the permit sets, the CM/GC shall be furnished, free of charge, four (4) copies of the Work Plans and Specifications, along with an electronic version, which shall be obtained from the A/E. Additional copies of such documents may be obtained at the CM/GC's expense.

2.2 OWNER'S RIGHT TO STOP OR SUSPEND THE WORK

2.2.1 If the CM/GC fails to correct Work which is not in accordance with the requirements of the Contract Documents or fails to carry out Work in accordance with the Contract Documents within seven (7) days from the date of the Owner's written notice to the CM/GC describing such failure, the Owner may order the CM/GC to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The right of the Owner to stop or suspend the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the CM/GC or any other person or entity. This right shall be in addition to, and not in restriction of, the Owner's rights under the Contract.

2.2.2 The Owner shall have the authority to suspend the Work, in whole or in part, for such period of time as it may determine necessary, due to unsuitable weather, or any other circumstances which, in the Owner's discretion, requires a suspension of the Work. An order by the Owner to suspend the Work shall be in writing except in cases of bona fide emergencies.

2.2.3 In the event the Work is suspended in writing by the Owner for reasons beyond the CM/GC's control or for unforeseen circumstances not otherwise provided for in the Contract Documents, which could not have reasonably been anticipated or avoided by the CM/GC, the CM/GC shall be granted an appropriate extension of Project Time for the period of suspension, which shall not exceed the day-for-day period of suspension, and an equitable adjustment to the Total Project Price (or an adjustment to the specific Task Authorization or Contract Amendment Price if only a portion of the Work is suspended) for the increased costs of maintaining and securing the Project during the

suspension period. In such an event, the CM/GC shall not be entitled to compensation for home office overhead during the period of suspension. The CM/GC shall not be entitled to receive any increase in the Project Time or the Total Project Price (or specific Task Authorization or Contract Amendment Price, if appropriate) for suspensions imposed by the Owner or for suspensions which are either: (1) made at the request of the CM/GC for its own convenience; (2) attributable to circumstances caused by the CM/GC or those for which the CM/GC is responsible; (3) attributable to circumstances which reasonably could have been anticipated or avoided by the CM/GC; (4) attributable to inclement weather conditions usually experienced at the project site during the relevant time period; or (5) attributable to circumstances otherwise anticipated in the Contract Documents.

2.2.4 If the Owner does not stop or suspend the work in writing, but the project has been delayed due to reasons beyond the control of the CM/GC, then an extension of the Project Time shall be the CM/GC's sole and exclusive remedy for any delay of any kind or nature.

2.3 OWNER'S RIGHT TO CARRY OUT THE WORK

2.3.1 If the CM/GC defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, commence and continue to carry out the Work or any portion thereof. In that case, an appropriate CA or FD shall be issued deducting from payments then or thereafter due the CM/GC the cost of correcting such deficiencies, including compensation for the A/E's additional services and expenses made necessary by the default, neglect or failure and all damages, costs, expenses or losses caused by the default, neglect or failure. If payments then or thereafter due the CM/GC are not sufficient to cover amounts owed to the Owner, the CM/GC or Surety shall pay the difference to the Owner. The right of the Owner to carry out the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the CM/GC or any other person or entity.

ARTICLE 3 - CONSTRUCTION MANAGER/GENERAL CONTRACTOR

3.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CM/GC

3.1.1 The CM/GC acknowledges and declares that the Contract Documents are sufficient to enable the CM/GC to complete the Work as shown in the Contract Documents, or if not specifically shown, to perform the activities which may be reasonably inferred as necessary for completion of the Work in accordance with the requisite time frame, applicable laws, statutes, building codes, regulations or as otherwise required by the Contract Documents. The CM/GC shall not take advantage of any apparent error or omission in the Contract Documents. The CM/GC shall carefully study and compare the Contract Documents with each other and with all other information furnished or made available by the Owner and shall at once report to the A/E any errors, inconsistencies or omissions discovered. If the CM/GC performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without first providing such notice to the A/E, the CM/GC shall assume responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

3.1.2 The CM/GC shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the CM/GC with the Contract Documents before commencing activities. Errors, inconsistencies or omissions in the Contract Documents discovered by the CM/GC shall be reported in writing to the A/E at once.

3.1.3 The CM/GC represents that it is familiar with the Project site and has received all information it needs concerning the conditions of the Project site. By executing the CA or Task Authorization CM/GC represents that it has inspected the location of the Work required by that CA or Task Authorization and has satisfied itself as to the location and condition thereof including, without limitation, the location and condition of all structures, utilities, and surface and subsurface conditions. At no additional cost to the Owner, the CM/GC shall undertake all further investigations and studies as may be necessary or useful to determine the location and condition of structures, utilities, and surface and subsurface conditions. Based upon the foregoing inspections, understandings, agreements and acknowledgments, the CM/GC agrees and acknowledges:

- .1 that the Project Price is just and reasonable compensation for all of the Work, including all reasonably foreseen and foreseeable risks, hazards, and difficulties in connection therewith;
- .2 that the Project Time is adequate for the performance of the Work; and
- .3 that the Work shall not result in any unintended lateral or vertical movement of any existing structure. The CM/GC shall have no claims for surface or subsurface conditions except as described herein. The CM/GC shall exercise special care in executing Work in proximity of known utilities, improvements, and easements.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 Any time there is work being performed by a subcontractor, a representative of the CM/GC shall be on-site to manage the work.

3.2.2 The CM/GC shall supervise and direct the Work, using the CM/GC's best skill and attention. The CM/GC shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, including coordination of the duties of subcontractors, suppliers and all trades, unless the Contract Documents give other specific instructions concerning these matters. If the CM/GC is successful in more than one bid with the Owner and is awarded more than one project, or is competitively selected to provide CM/GC services on another Project for the Owner, then a separate superintendent shall be required for each Project, unless this requirement is specifically waived by the Owner.

3.2.3 The CM/GC shall be responsible for the acts and omissions of its employees and all of its subcontractors and their agents and employees and other persons performing any of the Work under a contract with the CM/GC. The Owner reserves the right, but does not assume any obligation, to remove or cause to be removed from the Project any employee of the CM/GC or its subcontractors, whenever it determines, in its sole discretion that such action is in the best interest of the Project. Removal of

undesirable personnel will in no way change or reduce the obligations of the CM/GC. CM/GC is to employ workers who at all times work in harmony with those employed by A/E and Owner's separate CM/GCs, contractors or consultants on the Project. Should the CM/GC fail to remove such person or persons or fail to furnish suitable and sufficient personnel for proper prosecution of the Work, the Owner may suspend the Work by written notice until compliance with the Owner's directive is achieved.

3.2.4 The CM/GC shall control its operations and those of its subcontractors and material suppliers to assure the least inconvenience to the traveling public. Under all circumstances, safety should be the most important consideration.

3.2.5 The CM/GC shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the A/E or by tests, inspections or approvals required or performed by persons other than the CM/GC.

3.2.6 The CM/GC shall be responsible for inspection or examination of portions of Work already performed under the Contract to determine that such portions are in proper condition to receive subsequent Work. The CM/GC shall keep full detailed written records of all inspection or examination efforts. These written records shall include dates, subject matter, persons present, result of inspections or examination and shall be made available to the Owner if requested.

3.2.7 If any of the Work is required to be inspected or approved, the CM/GC shall cause such inspection or approval to be performed. No test, inspection or examination performed or failed to be performed by the Owner, shall be a waiver of the enforcement of any of the CM/GC's obligations.

3.2.8 The CM/GC is fully responsible to provide a sufficient number of skilled workers, supervisors, and project management personnel to prosecute the Work and ensure that the Work is completed within the Project Time. Failure to fully staff the Project with skilled workers, or supervisors or project management personnel may be cause for termination of the Contract or such other remedies as set forth in the Contract Documents. The CM/GC assumes all risks of delays or extra costs which may be associated with labor disputes involving the CM/GC, its subcontractors or material suppliers and in no event shall the CM/GC be entitled to additional compensation or an extension of Project Time due to any such labor disputes.

3.2.9 When an event of an unusual and significant nature occurs at the Project site, including but not limited to emergencies, the CM/GC shall prepare and submit a special report to the Owner fully describing the event, including but not limited to: persons participating, response by the CM/GC's personnel, an evaluation of the results or effects of the event and similar pertinent information. CM/GC shall advise the Owner and A/E as soon as possible when such events are known. The CM/GC shall submit special reports directly to the Owner within one day of the occurrence and shall submit a copy of the report to the A/E and other entities that are affected by the occurrence within one day of the occurrence.

3.2.10 The CM/GC shall be responsible for providing all subcontractors with copies of the entire set of the project Drawings and Specifications in order for the subcontractors to perform the Work. The CM/GC shall also be responsible for providing the subcontractors with coordination

drawings of all related disciplines so that subcontractors may properly coordinate and prepare shop drawings and perform the Work.

3.2.11 If the Work requires CM/GC to provide its subcontractors with access to Airport building plans, blueprints, schematic drawings and diagrams, including draft, preliminary and final formats, or any other documents that may be confidential or exempt from public disclosure under state or federal law, CM/GC will execute and require each subcontractor requesting access to the documents listed above to execute Owner's "Non-Disclosure Agreement – Conditional Access to Building Plans, Blueprints, Drawings, Diagrams and Specifications – Southwest Florida International Airport" or any superseding agreement and shall require each subcontractor to comply with the terms of that agreement.

3.2.12 The Owner reserves the right to contract for and perform other or additional work on or near the site of any Work covered by the Contract. When separate contracts are let within the limits of any one Project, CM/GC shall conduct its work so as not to interfere with or hinder the progress of completion of the work being performed by other CM/GCs or other contractors or consultants. CM/GCs or contractors who are working on the same or adjacent projects shall cooperate with others as directed.

3.3 LABOR AND MATERIALS

3.3.1 Unless otherwise provided in the Contract Documents, the CM/GC shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and all other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.3.2 The CM/GC shall enforce strict discipline and good order among the CM/GC's employees and other persons carrying out the Contract. The CM/GC shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.3.3 All construction personnel shall be restricted to construction areas. They shall wear shirts with sleeves, long pants, and hard soled footwear and otherwise be in compliance with OSHA requirements at all times. When walking from the CM/GC's parking lot to the Project site, designated walkways and crossings shall be used. The CM/GC's subcontractors shall not use vehicle traffic lanes as walkways. The CM/GC's workers shall not utilize public areas for taking their "work breaks" or "lunch breaks." Areas for this purpose may be designated by the CM/GC with Owner approval upon request. No public toilets shall be used by any workers at any time. The CM/GC's subcontractors shall not use restaurants, lounges or other concession areas within the Airport except as expressly approved by the Owner.

3.3.4 All equipment which is proposed to be used on the Work shall be of sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a satisfactory quality of work. Equipment used on any portion of the Work shall be such that no injury to previously completed work, adjacent property, or existing Airport facilities will result from its use.

3.3.5 For federally funded projects, CM/GC must refer to and comply with the Federal Conditions for requirements concerning payroll records and reporting requirements.

3.4 WARRANTY

3.4.1 The CM/GC warrants to the Owner and A/E that materials and equipment furnished under the Contract will be of good quality and NEW unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized by the Owner, shall be considered defective and shall be removed and replaced at Owner's direction and CM/GC's expense. If required by the Owner, the CM/GC shall furnish satisfactory evidence as to the kind and quality of materials and equipment provided in the Work. CM/GC shall obtain and assign to the Owner all required express warranties given to CM/GC or any subcontractors by those supplying materials, equipment or fixtures that are to be incorporated into the Project. If any special warranties are required by the technical specifications, the CM/GC shall co-sign them. The CM/GC agrees that all items furnished under this Contract shall be warranted for a period of one year from the date of written Substantial Completion, unless otherwise specified in the Contract.

3.5 TAXES

3.5.1 The CM/GC shall pay sales, consumer, use and similar taxes for Work or portions thereof provided by the CM/GC, which are legally enacted when bids are received, whether or not yet effective or merely scheduled to go into effect.

3.6 PERMITS, FEES AND NOTICES

3.6.1 The CM/GC shall secure and pay for the building permit and other permits and governmental fees for licenses and inspections necessary for proper execution and completion of the Work and which are required for performance of the Work, including but not limited to, any applicable building, engineering, utility, dewatering, National Pollution Discharge Elimination System (NPDES) storm water management or any other construction permits required to complete the Work. The CM/GC shall procure all certificates for inspection, use, occupancy, and all permits and licenses, and give all notices necessary and incidental to the due and lawful prosecution of the Work. The CM/GC shall be responsible for coordinating and scheduling all permitting agencies' tests and inspections. Certificates of inspection, use and occupancy, if applicable, shall be delivered to the Owner by the CM/GC upon completion of the Work and in sufficient time for occupancy of the Project in accordance with the schedule for the Work. The costs of such permits, licenses, procurements, tests and inspections are included within the Total Project Price.

3.6.2 All building, structural, electrical, plumbing and mechanical work items shall be installed in accordance with the latest edition of the regulations of applicable local, state, county and other codes, including any utility company unless otherwise specified in the Contract Documents. CM/GC shall be responsible for and shall pay for all required permits, licenses, fees and inspections.

3.6.3 In the event of a conflict between permits, drawings, or specifications the CM/GC shall immediately bring the conflict to the attention of the A/E for a determination. The CM/GC is responsible for all actions necessary to comply with A/E's determination. If A/E makes no determination, it is CM/GC's responsibility to comply with the most stringent requirement.

3.6.4 It is the CM/GC's responsibility to contact the applicable utility company (or companies) to determine if any fees, charges or costs will be due the utility company for temporary power, installations or hookups. This fee, charge or cost shall be included in the Total Project Price.

3.6.5 It is the obligation of the CM/GC to review the Contract Documents to determine and to notify the Owner, and A/E of any discrepancy between the Contract Documents and building codes or regulations of which the CM/GC has or should have knowledge or should be reasonably able to determine. The CM/GC shall not violate any zoning or setback requirement of laws, codes or ordinances, or of any recorded covenants of which the CM/GC has knowledge. If the CM/GC observes that portions of the Contract Documents are at variance with laws, statutes, ordinances, building codes, rules or regulations, the CM/GC shall promptly notify the Owner and A/E in writing, and necessary changes to the Work shall be accomplished by appropriate Contract Amendment after approval by the Owner.

3.6.6 If the CM/GC performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without providing notice to the Owner and A/E, the CM/GC shall assume full responsibility for such Work and shall bear all costs associated with bringing the Work into compliance.

3.7 ALLOWANCES

3.7.1 The CM/GC shall include in the Total Project Price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for the amounts and by the persons or entities as the Owner may direct, but the CM/GC shall not be required to employ persons or entities against which the CM/GC makes reasonable objection.

3.7.2 Unless otherwise provided in the Contract Documents:

- .1 materials and equipment under an allowance shall be selected by the Owner within time frames required by the current accepted schedule;
- .2 allowances shall cover the cost to the CM/GC of installation, materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .3 CM/GC's costs for unloading and handling at the site, labor, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Total Project Price and not in the allowances; and
- .4 whenever costs are more than or less than allowances, the Total Project Price shall be adjusted accordingly by separate Contract Amendment. The amount of the Contract Amendment shall reflect the difference between actual costs and the allowances supported by appropriate substantiating data that demonstrate the actual cost.

3.8 SUPERINTENDENT

3.8.1 The CM/GC shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the CM/GC, and communications given to the superintendent shall be as binding as if given to the CM/GC. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case. The superintendent shall be present at all times that work is being performed, installed or affected. The Owner may request replacement of a superintendent for any cause and an acceptable replacement must be on the Project site within seven days of removal of the former superintendent. The superintendent shall be the CM/GC's representative at the site and shall have authority to act on behalf of the CM/GC.

3.8.2 The CM/GC's superintendent shall attend any and all meetings as required by the Owner, which may include meetings with the A/E individually and also coordination meetings with the CM/GC, the Owner's separate Consultants, the Owner, A/E and others as appropriate.

3.9 CONSTRUCTION MANAGER/GENERAL CONTRACTOR'S SCHEDULE

3.9.1 Format. CM/GC shall be required to utilize Microsoft Project (latest Windows version) computer software for planning and recording the Project schedule. This software shall be used for coordination, monitoring, and verification of payment of all work under the Contract including all activities of the CM/GC and its subcontractors, vendors, and material suppliers.

3.9.2 Preliminary Schedule. The CM/GC shall submit to the Owner and A/E a Preliminary Schedule at the preconstruction meeting. The Preliminary Schedule shall be based on the calendar the CM/GC intends to work (i.e., 5 day work week), in a bar chart format covering all major items of the Work including construction activities, milestone dates, submittal dates and procurement of materials and equipment. The Preliminary Schedule shall be cost loaded to coincide with the schedule of values. The Preliminary Schedule shall identify approximate start and finish dates and the sequence in which the CM/GC proposes to carry out the Work. The Preliminary Schedule shall be based upon the Project Time specified in the Contract Documents. Upon receipt by the CM/GC of the Task Authorization by the Owner and until the Baseline Schedule is accepted by the Owner, the CM/GC shall proceed with the Work in accordance with the Preliminary Schedule.

3.9.3 Baseline Schedule. Within ten (10) days of the issuance of any Task Authorization, the CM/GC shall submit to the Owner a proposed Baseline Schedule which must be in the form of a critical path method (CPM) precedence diagram (in both a bar chart and graphic network formats) covering all major items of Work. The Owner will review the proposed Baseline Schedule and present the CM/GC with any comments regarding the logic, sequence, durations of work activities, or level of detail of the number, description, or division of the Work activities at a baseline review meeting. The CM/GC shall resubmit the proposed Baseline Schedule for review within ten (10) days of the baseline review meeting. Upon the Owner's acceptance of the Baseline Schedule, the CM/GC shall proceed with the work in accordance with the accepted Baseline Schedule. The Owner's acceptance of the Baseline Schedule shall not impose on the Owner any responsibility to the CM/GC for the accuracy or reasonableness of the Baseline Schedule nor shall the review and acceptance relieve the CM/GC from full responsibility to complete the Work in accordance with the Contract Documents. Upon acceptance by the Owner, the

Baseline Schedule shall be the basis for evaluation of all time related issues, unless and until a Progress Schedule is accepted which supersedes the Baseline Schedule logic, sequence, durations of work activities, or level of detail of the number, description, or division of the work activities. The Owner shall have no obligation to process or issue payment for an Application for Payment until the CM/GC submits a Baseline Schedule that has been accepted by the Owner.

3.9.4 Progress Schedules. Each month the CM/GC shall submit a Progress Schedule to update the progress of the Work. Progress Schedules must be submitted, in full size, not in booklet form, with each CM/GC's Application for Payment and the data contained in the Progress Schedule must accurately correspond to the progress of the Work information contained in the CM/GC's Application for Payment. The CM/GC's Progress Schedule must accurately reflect the actual progress of the Work as well as any revisions to the logic, sequence, durations of work activities, or level of detail of the number, description, or division of the work activities. The schedule columns shall be formatted to include activity description, number of days, number of days remaining, percent complete, early start, early finish and float. Submission of the updated Progress Schedule to the Owner is a condition precedent to payment. The Owner may refuse to process or issue payment for an Application for Payment without the CM/GC's submission of a current, accurate, and updated Progress Schedule that is satisfactory to the Owner.

3.9.5 If the CM/GC's Progress Schedule reflects that the completion of the Project or a Project milestone date is not within the Project Time, then the CM/GC must submit with the Progress Schedule the CM/GC's proposed recovery plan for completing the Work within the Project Time. In the event the CM/GC claims entitlement to a time extension which is disputed by the Owner and A/E, the CM/GC's recovery plan shall not be based upon receiving disputed time extensions.

3.9.6 The CM/GC shall fully comply with all time and other requirements of the Contract Documents. The Owner's approval and payment of an Application for Payment, without the submission of a current, accurate Baseline or Progress Schedule, shall not constitute a waiver of either the requirement for such updates or the Owner's right to withhold payment, and the CM/GC shall not be relieved from the obligation to complete the Work within the Project Time.

3.10 DOCUMENTS AND SAMPLES AT THE SITE

3.10.1 The CM/GC shall maintain at the site As-Built Documents comprised of one copy of the Drawings, Specifications, Addenda, Contract Amendments, Task Authorizations, Field Directives and other Modifications, in good order and marked currently, to accurately reflect all as-built conditions, including, but not limited to, all locations of utilities as actually installed, all changes to the Work, and all approved Shop Drawings, Product Data, Samples and similar required submittals. These As-Built Documents shall be available to the Owner and A/E at all times. All As-Built Documents shall be delivered to the Owner and A/E for review and acceptance upon completion of the Work and must be signed by the CM/GC to certify that they show complete and exact as-built conditions, stating dimensions, sizes, kinds of materials, and similar matters (including, but not limited to, piping and conduit in vertical and horizontal locations). The CM/GC shall be held responsible for all damages arising directly or indirectly out of the CM/GC's failure to maintain complete and accurate As-Built Documents and other information.

3.10.2 CM/GC will keep adequate records and supporting documentation concerning its performance of the Work. The records and documentation will be retained by CM/GC for a minimum of five years from the date of termination of the Contract or the date of final payment, whichever is later. The Owner, or anyone designated by the Owner, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the term of the Contract and during the period of five years thereafter; provided, however, such activity shall be conducted only during normal business hours, and the person requesting copies shall pay the reasonable costs thereof.

3.10.3 The CM/GC shall maintain at the site all permit Drawings in a manner so as to make them accessible to governmental inspectors and other authorized agencies. All approved Drawings shall be wrapped, marked and delivered to the Owner within the timeframe provided in the Specifications; if no timeframe is so provided, then within a reasonable timeframe established by the Owner.

3.11 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.11.1 All materials, equipment and methods of construction associated with the Project will require shop drawings, product data or samples. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the CM/GC or a subcontractor, sub-subcontractor, manufacturer, material supplier or distributor to illustrate some portion of the Work.

3.11.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the CM/GC to illustrate materials or equipment for some portion of the Work.

3.11.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.11.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents unless incorporated by a Contract Amendment. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way that the CM/GC proposes to conform to the information given and the design concept expressed in the Contract Documents.

3.11.5 The CM/GC shall review, approve and submit for review by the A/E, and in accordance with the schedule and sequence approved by the Owner, Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. CM/GC must give original submittals to the A/E, with the CM/GCs review and approval identified on each. The CM/GC shall cooperate with the A/E in the coordination of the Shop Drawings, Product Data, Samples and similar submittals with related documents submitted by Owner's separate contractors. Submittals made by the CM/GC which are not required by the Contract Documents may be returned without action.

3.11.6 The CM/GC shall perform no portion of the Work or purchase any materials requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the A/E. Such Work shall be in accordance with approved submittals. CM/GC proceeds at his own risk if he elects to perform any work without the proper approved

submittals. Consequences for noncompliance will be nonpayment by the Owner for that item, or the removal of the unapproved item.

3.11.7 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the CM/GC represents that each subcontractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.11.8 The CM/GC shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the A/E's approval of Shop Drawings, Product Data, Samples or similar submittals unless the CM/GC has specifically informed the A/E in writing of such deviation at the time of submittal and the A/E has given written approval to the specific deviation. The CM/GC shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the A/E's approval thereof. The CM/GC's request for a deviation shall not entitle the CM/GC to a time extension.

3.11.9 The CM/GC shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to any revisions other than those requested by the A/E on previous submittals.

3.11.10 Should the CM/GC propose to furnish an "or equal" material or assembly, it shall furnish the manufacturer's certificates of compliance as described herein for the specified brand name material or assembly. However, the A/E shall be the sole judge as to whether the proposed "or equal" is suitable for use in the Work. If the CM/GC wishes to use other materials or procedures that differ from those required by the Contract Documents, then, CM/GC shall have the burden of proving to the satisfaction of the A/E that the proposed material or procedures are suitable. The A/E's decision shall be final. The A/E's decision not to approve a proposed substitute material or procedure shall not entitle the CM/GC to a Contract Amendment for cost or time. The A/E reserves the right to refuse permission for use of materials or procedures on the basis of certificates of compliance.

3.11.11 Informational submittals upon which the A/E is not expected to take responsive action may be so identified in the Contract Documents.

3.11.12 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the A/E shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

3.11.13 In submitting drawings, catalog data and similar items for review, at least four (4) copies shall be submitted to the A/E, unless otherwise stated in the Technical Specifications. This number includes two (2) for return to the CM/GC. If the CM/GC desires more than two (2) copies returned, then CM/GC shall submit with the initial and subsequent transmittals the additional number desired up to three (3) additional copies. If the A/E requires additional copies, it will so inform the CM/GC upon return of the reviewed material.

3.11.14 The Owner may elect to implement the use of electronic transmission of submittals through a commercially available software package ('Submittal Exchange' or similar). The CM/GC will be notified prior to issuance of a Task Authorization if the project will be utilizing the electronic transmission of submittals. The Owner will be responsible for the selection of the software and associated software costs. The CM/GC will be granted user licenses and access to use the selected software.

3.12 USE OF PROJECT SITE

3.12.1 The CM/GC shall confine operations at the Project site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably clutter the site with materials or equipment. The CM/GC shall not dispose of debris or waste material on the Owner's property without the prior approval of Owner. Hazardous materials shall be disposed of pursuant to applicable state and federal statutes. At no additional cost to Owner, the CM/GC shall take all actions necessary to coordinate the Work with other activities at the Project site, including but not limited to, the ongoing operations of the Owner, and users of the Owner's facilities and other CM/GCs, contractors or consultants working on, or adjacent to, the site.

3.12.2 The CM/GC shall coordinate the operations with, and secure the approval of, the Owner before using any portion of the Project site.

3.13 CUTTING AND PATCHING

3.13.1 The CM/GC shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

3.13.2 The CM/GC shall not damage or endanger a portion of the Work or any fully or partially completed construction of the Owner's own forces or of other CM/GCs or contractors by cutting, patching, excavating or otherwise altering such construction. The CM/GC shall not cut or otherwise alter such construction by other contractors or by the Owner's own forces except with written consent of the Owner and such other contractors; such consent shall not be unreasonably withheld. The CM/GC shall not unreasonably withhold from the other contractors or the Owner CM/GC's consent to cutting or otherwise altering the Work.

3.13.3 Except as listed in the Contract Documents, the CM/GC shall not permit any individual or firm to excavate or otherwise disturb any utility services or facilities located within the limits of the Work without the written permission of the Owner.

3.14 CLEANING UP

3.14.1 The CM/GC shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by its operations under the Contract. Upon completion of the Work the CM/GC shall remove from the Project site all waste materials, rubbish, the CM/GC's tools, construction equipment, and machinery and surplus materials. The CM/GC shall not dispose of debris or waste materials on the Owner's property or in waste containers (dumpsters) owned or leased by the Owner without prior approval of the Owner.

3.14.2 If the CM/GC fails to keep the site clean as required by the Contract, then within 24 hours of written notice by the Owner, the Owner may clean the site and charge the clean-up costs to the CM/GC or deduct the clean-up cost from any payment owed to the CM/GC.

3.15 ACCESS TO WORK

3.15.1 The CM/GC shall, at no additional cost and at all times, provide the Owner and A/E access to the Work subject to the applicable safety rules. This access shall include the CM/GC's providing reasonable assistance including, but not limited to, providing ladders, equipment and workers to remove or replace heavy objects.

3.15.2 The CM/GC's access to the site shall be as shown on the plans. No other access routes shall be authorized unless approved in writing and in advance by the Owner. All CM/GC traffic authorized to enter the site shall be experienced in the route or guided by CM/GC personnel. The CM/GC shall be responsible for traffic control to and from the various construction areas on the site and for the operation of any access gate to the site. If breaches of security occur, the Owner may, at its option, secure the site until adequate actions have been taken to prevent further breaches of security. Any delay caused by security breaches will be considered CM/GC caused and will not extend the Project time. The CM/GC shall be responsible for all cost and delays incurred as a result of the security breach. The entire access route shall be kept free and clear of debris at all times and maintained in good repair by the CM/GC, and shall be immediately repaired to the satisfaction of the Owner. Directional signing along the delivery route to the storage area, plant site or work site shall be as directed by the Owner. See also "Maintenance of Traffic" section listed in special conditions.

3.15.3 Where project access routes cross existing utility or roadway easements or right-of-ways, the CM/GC will only use these routes for direct access to the project site. The CM/GC will not temporarily store any equipment, materials or supplies within any existing easement or right-of-way without prior approval from the Owner.

3.16 ROYALTIES AND PATENTS

3.16.1 If the CM/GC is required or desires to use any design, device, invention, item, material, or process covered by letters of patent or copyright, then CM/GC shall provide for such use by suitable legal agreement with the patent or copyright owner. The CM/GC and its surety shall indemnify, defend, and save harmless the A/E, Lee County, Florida, Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, invention, item, material or process, or any trademark or copyright, and for any costs, expenses, and damages, attorneys' fees, paralegal fees and expert fees incurred by reason of any claim of infringement, at any time during the prosecution or after the completion of the Work.

ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

4.1 CLAIMS AND DISPUTES

4.1.1 Claim. The term "Claim" means a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and

matters in question between the Owner and CM/GC arising out of or relating to the Contract. Claims must be made by written notice and quantified pursuant to this article. The responsibility to substantiate a Claim shall rest with the party making the Claim. Daily reports do not constitute written notice of a claim.

4.1.2 Time Limits and Claim Substantiation. Claims for additional time and/or dollars by either party must be made within 21 calendar days after occurrence of the event giving rise to the Claim or within 21 calendar days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice and contain a thorough description of the basis of the Claim. After filing the Notice of Claim, the Claimant has 30 calendar days to provide a Formal Claim which includes all relevant information necessary to substantiate and quantify the Claim, using an itemized, detailed cost breakdown sufficient to analyze the value and impact of the Claim, stating applicable unit prices, quantities, mark-ups, and, if applicable, time impacts. The Formal Claim must include any and all information from the Claimant needed to adequately evaluate and consider the merits of the Claim, including but not limited to, books of account, bills, invoices, payrolls, subcontracts, subcontractor payment requests, time sheets/cards, progress records, daily logs, daily reports, and cost accounting records. Failure to promptly file a Notice of Claim and/or Formal Claim by their respective deadlines will result in a waiver of the applicable Claim. Under no circumstances shall the CM/GC be entitled to demand or recover from the Owner any indirect, incidental, special, or consequential damages in any proceeding arising out of or relating to the Contract or the breach thereof. A Claim may only be made by either party to the Contract. No subcontractor or subconsultant of the Claimant may file a Claim against the other party. For any Claim made by the CM/GC against the Owner, the basis of which is information prepared by a subcontractor or any other person or entity under the CM/GC's control, the CM/GC must certify by written affidavit that it has carefully examined the subcontractor's information and has verified the truth and accuracy of such information. The written affidavit must accompany the CM/GC's Formal Claim. Oral claims by either party, or claims as part of meeting minutes or other correspondence shall not be deemed valid. Only Claims submitted in writing by the Owner or CM/GC specifically identifying that a Notice of Claim or Formal Claim is being filed shall be valid.

4.1.3 Continuing Contract Performance. Pending final resolution of a Claim, including the claim resolution procedures described herein, the CM/GC shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

4.1.4 Waiver of Claims: Final Payment. The making of Final Payment shall constitute a waiver of Claims by the Owner except those arising from:

- .1 Claims, liens, security interests or encumbrances arising out of the Contract and unsettled at the time Final Payment is made;
- .2 Failure of the Work to comply with the requirements of the Contract Documents;
- .3 Terms of special warranties required by the Contract Documents;
- .4 Latent Defects; or

- .5 Any claim for overpayment, including, but not limited to, those resulting directly or indirectly from any erroneous measurement, estimates or quantity.

4.1.5 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the CM/GC shall give notice to the Owner and A/E promptly before the conditions are disturbed and in no event later than seven (7) days after first observance of the conditions. The Owner will promptly request that the A/E investigate such conditions and, if they differ materially and cause an increase or decrease in the CM/GC's cost of, or time required for, performance of any part of the Work, the Owner will consider equitable adjustment in the Total Project Price or Project Time, or both. If the A/E determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract are justified, the A/E shall so notify the Owner and CM/GC in writing, stating the reasons. Claims by either party in opposition to such determination must be made within seven (7) days after the A/E has given notice of its decision. If such concealed or unknown site conditions are encountered, entitlement to adjustments in the Total Project Price shall be limited to the direct increase (which excludes home office overhead) or decrease in the cost of performing the Work. The CM/GC will not be entitled to additional monetary compensation for any delays incurred as a result of concealed or unknown site conditions unless the critical path is directly impacted. In such an event, the CM/GC shall not be entitled to compensation for home office overhead. Substantiation and quantification of CM/GC's claims must be provided as soon as reasonably possible after notice is given but in any event, not later than 30 days following the date of CM/GC's seven day (7) notice of Claim.

4.1.6 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts the party is legally liable, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding seven (7) days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter.

4.2 RESOLUTION OF CLAIMS AND DISPUTES

4.2.1 Prior to filing a Notice of Claim, the Claimant shall initially attempt to resolve any potential future Claim it has against the other party through discussions with the other party at the time the Claim arises. Any resolution or agreement reached regarding potential future Claims must be approved in writing by both parties. If no resolution is reached and a Notice of Claim and Formal Claim are filed with the other party, the party receiving the Formal Claim will review the Formal Claim and then schedule a Senior Management Resolution meeting. The Senior Management Resolution meeting shall include senior management representatives of both parties who have authority to resolve the dispute. The A/E or other parties may also participate and offer recommendations at the Owner's discretion. The CM/GC's and Owner's senior management representatives shall meet in a good faith effort to resolve the Claim. Resolution of the Formal Claim shall be made in writing and signed by both

parties and incorporated into the Contract Documents via Contract Amendment. If the Claim has not been resolved by senior management, then such Claim shall be subject to pre-suit mediation and, if still unresolved, to litigation as described below. Failure to comply with the Notice of Claim, Formal Claim and Senior Management Resolution process by either party shall result in a waiver of the Claim.

4.3 RESOLUTION OF UNRESOLVED CLAIMS AND DISPUTES

4.3.1 Mediation. Any Claim which remains unresolved following the Senior Management Resolution process shall be submitted to mediation by the parties prior to the filing of any litigation by the Owner or the CM/GC against the other (and, except as described below, as a precondition to any such filing). Owner and the CM/GC shall engage in pre-suit non-binding mediation. Such mediation may be requested by either party, by written notice to the other, and shall be conducted as if such mediation were ordered by a Florida Circuit Court (i.e., in accordance with, and subject to, all of the laws and rules applicable to court-ordered mediation). Such mediation shall be conducted within a reasonable period of time after the same is requested in writing by either party. If the parties are unable to agree upon the selection of a mediator, either party may petition or request that the Circuit Court in Lee County, Florida (or the Mediation Coordinator for the Courts of Lee County, Florida) appoint a mediator. A mediator who is so appointed may only be challenged for cause, and not preemptorally. While the request for and the conducting of such a mediation may be a precondition to the filing of a civil action, in the event either party is in jeopardy of losing its right to sue (e.g., the statute of limitations is about to expire), then suit may be filed before a mediation is conducted provided that mediation is requested before, or simultaneously with the filing of such suit, and is conducted before the named defendant in the suit is required to respond to the complaint. If the scheduling of the mediation requires, the plaintiff in the suit shall grant the defendant an appropriate extension of time to respond to the complaint so as to permit the mediation to be conducted before the defendant must so respond. The mediation contemplated hereunder shall be conducted, unless otherwise agreed by the parties in Lee County, Florida. The parties shall bear the mediator's fee and any filing fees associated with the mediation equally.

4.3.2 Venue. Any litigation between the parties arising out of, resulting from, or relating to the Contract shall be venued in a state court of competent jurisdiction in Lee County, Florida or in the United States Federal District Court of the Middle District of Florida, Fort Myers Division.

4.3.3 Attorney's Fees and Costs. In connection with any litigation arising out of the Contract the prevailing party shall be entitled to recover all costs incurred, including a reasonable attorney's fee.

ARTICLE 5 - SUBCONTRACTORS TO CM/GC

5.1 DEFINITIONS

5.1.1 A subcontractor is a person or entity who has a direct contract with the CM/GC to perform a portion of the Work at the site. The term "subcontractor" is referred to throughout the Contract Documents as if singular in number and means a firm or an authorized representative of the subcontractor. The term "subcontractor" does not include Owner's separate CM/GCs, contractors or subcontractors.

5.1.2 A sub-subcontractor is a person or entity who has a direct or indirect contract with a subcontractor to the CM/GC to perform a portion of the Work at the site. The term “Sub-subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 It is the sole responsibility of the CM/GC to ensure that all subcontractors and sub-subcontractors are properly licensed to perform work on the Project. Before allowing a subcontractor or sub-subcontractor to work on the Project, the CM/GC will obtain copies of all required licenses and certifications and have them on file and available for inspection by the Owner throughout the direction of the Work.

5.2.2 The CM/GC shall only employ legal individuals, subcontractors, and sub-subcontractors authorized to do work in the United States to perform Work on the Project. The CM/GC shall use the e-Verify system to ensure all workers have proper legal documentation. Any illegal employees of the CM/GC, subcontractor or sub-subcontractor working on the Project shall be immediately removed by the CM/GC and any costs resulting from or associated with work of the illegal employee shall be the responsibility of the CM/GC.

5.2.3 Unless otherwise stated in the Contract Documents or the bidding requirements, the CM/GC, as soon as practicable after the opening of bids or proposals, or no later than thirty (30) days prior to that subcontractor beginning work on the Project, shall furnish in writing, to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each portion of the Work. At the same time, the subcontractor(s) will provide the Florida or other applicable Workers’ Compensation experience modifier for such persons or entities. The Owner will not pay the CM/GC for any work performed by a subcontractor, where copies of the subcontractor’s identification information and Workers’ Compensation certificate is not on file with the CM/GC and Owner, if requested.

5.2.4 The CM/GC shall not contract with a proposed person or entity if the Owner has made reasonable and timely objection to contracting with that person or entity.

5.2.5 If the Owner has reasonable objection to a person or entity proposed by the CM/GC, the CM/GC shall propose another to whom the Owner has no reasonable objection.

5.2.6 The CM/GC shall not change a subcontractor, person or entity previously selected if the Owner makes reasonable objection to such change. The CM/GC may be subject to the withholding or reduction in payment should the CM/GC elect not to comply with this requirement.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 By appropriate written agreement, the CM/GC shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the CM/GC by terms of the Contract Documents, and to assume toward the CM/GC all of the obligations and responsibilities which the CM/GC, by these Contract Documents, assumes toward the Owner.

5.3.2 All work performed for the CM/GC by a subcontractor shall be pursuant to an appropriate written agreement between the CM/GC and the subcontractor. The CM/GC shall provide to the Owner, if requested, copies of all subcontracts within five (5) days following the Owner's request. Failure to comply may result in the withholding or reduction in payment by the Owner.

5.3.3 All work performed for the CM/GC by a DBE or W/MBE subcontractor shall be pursuant to an appropriate written agreement between the CM/GC and the subcontractor. The CM/GC shall provide to the Owner copies of all DBE and/or W/MBE signed subcontracts within fifteen (15) days of entering the DBE or W/MBE subcontractor's contract.

5.3.4 The CM/GC and its subcontractors shall not terminate and/or substitute a DBE or W/MBE subcontractor for convenience. If the CM/GC and its subcontractors decide to terminate or substitute a DBE or W/MBE, the CM/GC and its subcontractors shall make an acceptable good faith effort to use another certified DBE or W/MBE subcontractor as a replacement. All substitutions or terminations must be coordinated with and approved by the Owner at the Owner's sole discretion. The CM/GC and its subcontractors must receive prior written consent from the Owner before substitution and/or termination of a DBE or W/MBE subcontractor.

5.3.5 In all federally funded projects the CM/GC and its subcontractors shall abide by the procedures for terminations and/or substitutions for DBE subcontractors as prescribed in 49 CFR Part 26, Section 26.53. Terminations and/or substitutions of a DBE must be for good cause and not for convenience. Before submitting a request for termination or substitution, the CM/GC and its subcontractors must provide notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request to terminate or substitute, and the reason(s) for the request. The CM/GC and its subcontractor must give the DBE subcontractor five (5) days to respond to the CM/GC or subcontractor's notice and advise the Owner and the CM/GC of the reason(s), if any, why it objects to the proposed termination of its subcontract.

5.3.6 CM/GC(s) shall furnish each bidding and negotiating subcontractor, vendor, and material supplier a copy of the "Project Insurance Requirements," and shall make the same requirement of all subcontractors with respect to their subcontracting or procurement procedures. CM/GC must enter binding agreements with each subcontractor that require the subcontractor to obtain commercial general liability insurance coverage listing Lee County and Lee County Port Authority as additionally insured on a primary and non-contributory basis. The limits of coverage required will be at the discretion of CM/GC, and should reflect the scope of work provided by the subcontractor.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1 Each subcontract agreement for a portion of the Work is assigned by the CM/GC to the Owner contingent upon the following:

- .1 Assignment is effective only after termination of the Contract by the Owner for cause, termination for convenience or if the Owner elects to carry out the Work, and only for those subcontract agreements which the Owner accepts by notifying the subcontractor in writing within fourteen (14) days; and

.2 Subject to the prior rights of the surety, if any, obligated under the bonds relating to the Contract.

5.4.2 Upon such assignment, if the Work has been suspended for more than thirty (30) days, the subcontractor's compensation shall be equitably adjusted.

5.4.3 Each subcontract agreement shall provide that it may be assigned as provided herein.

ARTICLE 6 - CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION WITH OWN FORCES AND TO AWARD OTHER CONTRACTS

6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, which include persons or entities under separate contracts not administered by the CM/GC. The Owner further reserves the right to award other contracts in connection with other portions of the Project or other construction or operations on the site. If the CM/GC claims that delay or additional cost is involved because of such action by the Owner, the CM/GC shall make such Claim as provided elsewhere in the Contract Documents.

6.1.2 When the Owner performs construction or operations with the Owner's own forces including Contractors under separate contracts not administered by the CM/GC, the CM/GC shall provide for coordination of such forces with the Work of the CM/GC and its subcontractors, who shall cooperate with them. The CM/GC shall coordinate its Work with other separate contractor's work, and participate with other separate contractors and the Owner in reviewing related construction schedules when directed to do so. The CM/GC shall make any revisions to the Progress Schedule deemed necessary after a joint review and mutual agreement.

6.1.3 The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service of another government agency at any time during the progress of the Work. Should the owner of any public or private utility service, FAA or federal facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the Work, the CM/GC shall cooperate with such utility owners by arranging and performing the Work in this Contract so as to facilitate such construction, reconstruction or maintenance of such utilities.

ARTICLE 7 - CHANGES IN THE WORK

7.1 CHANGES

7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Contract Amendment (CA) or Field Directive (FD). No change to the Contract scope, time or cost shall be authorized without a fully executed CA or FD. Any work performed or assumed by the CM/GC prior to a CA or FD being executed by the Owner shall be at no cost or time to the Owner and shall be borne by the CM/GC.

7.1.2 A Contract Amendment shall be based upon agreement between the Owner and CM/GC.

7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and CM/GC shall proceed with the Work promptly, unless otherwise provided in the CA or FD.

7.2 CONTRACT AMENDMENTS

7.2.1 A CA is a written contract modification signed by the Owner and CM/GC stating their agreement upon the following:

- .1 a change in the Work;
- .2 the amount of an adjustment in the Total Project Price, if any; and
- .3 the extent of the adjustment in the Project Time, if any.

7.2.2 If the CA provides for an adjustment to the Total Project Price, the amount of the adjustment shall be determined by one of the methods provided herein.

7.3 FIELD DIRECTIVE

7.3.1 A FD is a written order prepared and signed by the Owner directing a change in the Work prior to agreement to an adjustment, if any, in the Total Project Price or Project Time, or both. A FD may also be issued to expedite a change in work so as to not hinder job progress. The Owner may, by FD and, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Total Project Price or Project Time being adjusted accordingly.

7.3.2 A FD shall be used when time does not allow the preparation of adequate documentation or when there is disagreement between the Owner and CM/GC related to the changes in work. A FD shall be issued by the Owner in the absence of agreement on the terms of a CA. All work directed by the Owner through the issuance of a FD shall be accomplished promptly by the CM/GC. The Owner may pay the CM/GC for any work performed to the satisfaction of the Owner, at the sole discretion of the Owner. If a FD is agreed to by the CM/GC, the corresponding back-up and justification shall be converted into a CA and executed by both parties. If a FD is not agreed to by the CM/GC, the Owner shall work with the CM/GC to reach agreement on dollars, time and scope for the work performed and then subsequently provide documentation to convert the FD into a CA for execution by both parties. If the Owner and CM/GC cannot come to agreement on the dollars, time or scope of the work performed, the amount of the FD not satisfactorily performed and paid by the Owner will be considered a disputed item to be resolved in accordance with the provisions of the Contract.

7.3.3 Upon receipt of a FD, the CM/GC shall promptly proceed with the change involved and sign the FD acknowledging the CM/GC's agreement to the proposed adjustment in the Total Project Price and/or Project Time.

7.3.4 If the CM/GC does not sign the FD promptly or disagrees with the proposed adjustment in the Total Project Price and/or Project Time, then the FD may be executed and issued by the Owner without the CM/GC's signature. The CM/GC will promptly proceed with completing the changes to the Work identified in the executed FD.

7.3.5 The CM/GC may submit, and the Owner may approve, payments to the CM/GC for work performed to the satisfaction of the Owner as authorized and directed in an executed FD. If the Owner elects to process payments based on work performed as directed under a FD, the method of calculating the payment and payment amount shall be at the sole discretion of the Owner. Any payments or adjustment hereunder, made in the Owner's discretion, shall not constitute an admission by the Owner of liability for those payments or adjustments and shall not constitute a waiver of any of the Owner's or CM/GC's rights under the Contract Documents.

7.4 MINOR CHANGES IN THE WORK

7.4.1 The Owner may order Minor Changes in the Work not involving adjustment in the Work Scope, Total Project Price or Project Time. Such changes shall be made in writing by the Owner to the CM/GC. This order for a Minor Change in Work will be promptly carried out by the CM/GC. Any disputes by the CM/GC that the Owner-issued Minor Changes do adjust the Work Scope, Total Project Price or Project Time shall be made to the Owner in writing within five (5) working days from the receipt of the order for Minor Change.

7.5 FORCE ACCOUNT WORK

7.5.1 Force Account Work shall be documented and verified jointly by the CM/GC and the A/E. The CM/GC bears the responsibility for obtaining daily approval of all allowable Force Account charges including, but not limited to time sheets, labor, equipment, material, certified invoices, subcontractor and any other cost accounting records that evidence the actual final calculations for the cost of the Force Account Work activity. Absent this information, the Owner will only approve changes that are deemed reasonable based on Owner's observations and knowledge. Upon verification of the total charges, the Owner will prepare a CA for this Force Account Work in the manner described in Article 7.2.

ARTICLE 8 - TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, Project Time is the period of time, including authorized adjustments, allotted in the Contract Documents for the Substantial and Final Completion of the Work.

8.1.2 The date of commencement of the Work is the date of the Task Authorization. The date shall not be postponed by the failure to act of the CM/GC or of persons or entities for who the CM/GC is responsible.

8.1.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

8.1.4 The Task Authorization (TA) shall state the date for CM/GC to begin the construction and from which date Project Time will commence. The CM/GC shall begin the work to be performed under the Task as authorized in writing by the Owner within ten days of the date set by the Owner in the written Task Authorization or the CM/GC may be declared in default of the Contract. The CM/GC shall notify the Owner at least 48 hours in advance of the time actual construction operations will begin. The Owner may authorize portions of the Work to begin with phased or multiple Task Authorizations which shall not affect the overall project time or schedule. When the Owner authorizes the remaining portions of Work under phased or multiple Task Authorizations, and the CM/GC feels that these delayed Task Authorizations affect the overall completion time or schedule, the CM/GC shall submit a request for time or schedule adjustment to the Owner for consideration.

8.2 PROGRESS AND COMPLETION

8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement and the CA the CM/GC confirms that the Project Time is a reasonable period for performing the Work.

8.2.2 The CM/GC shall proceed with the Work expeditiously and with adequate forces and shall achieve Substantial and Final Completion within the Project Time established by the Contract Documents.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 The Project Time shall be adjusted only by CA. Any request for a Contract Amendment involving a time extension shall be delivered to the Owner. The CM/GC shall take all steps reasonably possible to minimize the adverse impact of the events giving rise to the time extension request (the “delay event”) on the Work.

8.3.2 Should the CM/GC desire an extension of Project Time, such time extension request must be supported with a summary analysis of the basis or cause of the potential delay event, supporting documentation evidencing the basis or cause of the delay event, and sufficient scheduling data demonstrating the anticipated impact to the critical path. The CM/GC’s request for an adjustment of the Project Time must be substantiated by an analysis of the critical path method schedules in use on the Project.

.1 The analysis must include the following steps:

(a) For the delay event, the CM/GC must utilize the accepted project schedule with a data date immediately prior to the date that the alleged delay event occurred (or utilize the schedule update with a data-date immediately prior to the date that the alleged delay event occurred), and compare the project critical path to the critical path of the accepted project schedule with a data-date immediately after the date the alleged delay event ended (or the schedule update with a data date immediately after the date the alleged delay event ended).

(b) The comparison of these two accepted project schedules, or schedule updates, must show that the project completion date was delayed by the delay event and the number of days of delay caused by the delay event.

(c) If the analysis shows that a delay has occurred to the Project completion date due to the delay event, the CM/GC must identify from this analysis the specific critical path activities that have been delayed and the magnitude in calendar days of each delay.

(d) For all delays identified as described above, the CM/GC must identify the activities that the CM/GC believes were delayed by the Owner and the reasons why the Owner should be considered responsible for the delay. All other delays identified in the analysis will be considered the responsibility of the CM/GC. The CM/GC must also identify any delays that the CM/GC believes are concurrent and describe how the Owner and the CM/GC concurrently caused the delay. In the case of a continuing delay, only one request or Claim is necessary.

.2 In addition to the requirements set forth herein, if unusual or abnormal inclement weather conditions are the basis for a request for an adjustment of Project Time, such request shall be documented by National Weather Service data for Southwest Florida International Airport or the Page Field General Aviation Airport, as appropriate to the project site. CM/GC shall be required to demonstrate the extent to which weather conditions had an adverse effect on critical path construction activities.

8.3.3 If any portion of the Work remains uncompleted after the expiration of the Project Time, including all extensions and adjustments thereto, the Owner will incur substantial injury, including loss of use of facilities and inconvenience to the public. Damages arising from such injuries cannot be calculated with any degree of certainty. It is agreed that if the Work is not substantially completed and finally completed as defined in the Contract Documents within the established Project Time or within such further time, if any, as shall be allowed for such completion in accordance with the Contract Documents, the CM/GC or the CM/GC's Surety shall pay to the Owner Liquidated Damages, not as a penalty, but as an agreed amount between the parties, recognizing the impossibility of precisely ascertaining the actual damages to Owner for such delay. The amount of the Liquidated Damages is defined in the Project Information Sheet for the Project or the CA imposing specific Liquidated Damages for any portion of the Work under the Contract. Permitting the CM/GC to finish the Work after the expiration of the Project Time established by the Contract Documents shall in no way operate as a waiver by the Owner of any of its rights under this Article or elsewhere in the Contract Documents.

8.3.4 The Work under this Project is only a part of the Owner's construction program. As a result, Work under this Project may be required to be completed by certain milestone dates set forth in the Contract Documents ("milestone dates") in order to interface with the work on other components of the Owner's construction program. The schedule for the Owner's construction program or the specification of milestone dates is not intended to take the place of complete Work scheduling by the CM/GC, but is provided to show certain critical milestone dates for various phases of the Work on which the CM/GC's Baseline Schedule or Progress Schedules must be based. There shall be no changes in the milestone dates, except by CA or FD. In the event that the CM/GC completes any required

portions of the Work ahead of the milestone dates or is precluded from doing so by acts of the Owner or third parties, the CM/GC shall not be entitled to damages against the Owner for completing or failing to complete the Work earlier.

8.3.5 The CM/GC shall cooperate with the Owner in order to maintain the progress of the Work in accordance with the CM/GC's current accepted schedule and Project Time requirements. In addition to the requirements regarding Progress Schedule updates, if the Owner determines that the CM/GC is failing to maintain the progress of the Work, through no fault of the Owner, the CM/GC must, within seventy-two (72) hours of written request of the Owner, submit a written response detailing the CM/GC's plan of action to recover lost time in order to maintain the progress of the Work in accordance with the CM/GC's current accepted schedule or Project Time requirements. In such event, the CM/GC shall comply with the Owner's written orders to take whatever steps are necessary to recover lost time and maintain the progress of the Work. These steps may include, but are not limited to, re-sequencing the Work activities, increasing the number of CM/GC's shifts, workforce, supervision, work days, overtime operations, equipment resources, or expediting delivery of materials or equipment. The CM/GC shall not be entitled to additional compensation for actions required or ordered under this Article or related Contract provisions.

8.3.6 In addition to other remedies available to the Owner, if the CM/GC fails to maintain the progress of the Work in accordance with the CM/GC's current accepted schedule or Project Time requirements, the Owner may, upon seven (7) days written notice to the CM/GC and its Surety, order the CM/GC to suspend or cease all or a portion of the Work and the Owner may demand that the CM/GC's Surety prosecute all or a portion of the Work in accordance with the Contract Documents. Failure of the Surety to so perform within seven (7) days of receipt of such notice shall be grounds for the Owner to prosecute the Work at Surety's and CM/GC's expense.

8.4 NO DAMAGE FOR DELAY TO CM/GC

8.4.1 Notwithstanding any provision in the Contract Documents to the contrary, an extension of the Project Time shall be the CM/GC's sole and exclusive remedy for any delay of any kind or nature.

8.4.2 Regardless of any early completion date anticipated by the CM/GC or indicated by the CM/GC on any Progress Schedule or any other form of communication, under no circumstances shall the CM/GC be entitled to additional compensation for delays unforeseen by the CM/GC in its performance of the Work caused by circumstances beyond its control where the Work is completed within the Project Time.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.1 TOTAL PROJECT PRICE

9.1.1 The Total Project Price is the total amount of all Task Authorizations and Contract Amendments issued under the Project and, and is the total amount payable by the Owner to the CM/GC for performance of the Work under the Contract Documents.

9.1.2 Notwithstanding anything to the contrary contained in the Contract Documents, the Owner may withhold any payment to the CM/GC hereunder if and for so long as the CM/GC fails to perform any

of its obligations hereunder or otherwise is in default under any of the Contract Documents; provided, however, that any such withholding shall be limited to an amount sufficient, in the reasonable opinion of the Owner, to cure any such default or failure of performance by the CM/GC.

9.2 SCHEDULE OF VALUES

9.2.1 Before the first Application for Payment, the CM/GC shall submit to the Owner a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy and reasonableness (in relationship to actual costs) as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the CM/GC's Applications for Payment. The schedule of values shall be prepared in a format that is acceptable to the Owner.

9.2.2 The CM/GC's Schedule of Values must contain a separate line item for General Conditions, which are defined as general overhead and administrative charges for on-site personnel, office space, and other related costs as approved by the Owner. In addition, a separate line item must be included for DBE General Conditions, which are similarly defined, but separately listed. The total amount for General Conditions must be reasonable in relationship to the Work and approved by the Owner. Payment for General Conditions shall be prorated according to the work-in-place (excluding stored materials) reported in the approved Application for Payment.

9.2.3 Modifications and/or expansion of the schedule of values may be required if requested by the Owner. These modifications and/or expansions may be necessary to define construction costs for certain elements that would be required by the Owner to better track governmental grant expenditures.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 Application for payment from the CM/GC will be transmitted electronically to the Owner for review and approval. The exact format of this electronic payment submittal will be determined by the Owner and discussed at the Preconstruction Meeting.

9.3.2 At least five (5) days before the date established for each progress payment (date to be established at the preconstruction meeting), the CM/GC shall submit to the A/E an Application for Payment for Work completed in accordance with the schedule of values or unit price schedule, as applicable (see Article 9.3.4 for items to be included). Such application shall be in the exact form provided in the Contract Documents, and shall be notarized and supported by such data substantiating the CM/GC's right to payment as the Owner or A/E may require (such as copies of invoices from subcontractors and material suppliers) and reflecting retainage in the amount of ten percent (10%) unless otherwise provided in the Contract Documents.

9.3.3 Each Application for Payment shall be certified as correct by the CM/GC. In addition, each Application for Payment shall contain the following certification: "CM/GC hereby certifies that, except as indicated on the attached documents, there are no Claims of CM/GC, its subcontractors or material suppliers as of the date of this Application for Payment that have not been completely resolved, that the CM/GC has no knowledge of any unresolved Claims by subcontractors or material suppliers, that all subcontractors and material suppliers have been paid to date from funds received for previous

Applications for Payment, that there is no known basis for the filing of any Claim on the Work and CM/GC, upon receipt of funds due in this Application for Payment, hereby releases the Owner from any claims arising from the Work, except for retainage.”

9.3.4 Prior to processing any Pay Application submitted by the CM/GC, the following items must be submitted by the CM/GC with the Pay Application:

- Monthly Compliance Report
- List of Payees
- CM/GC’s Partial Release of Lien
- Subcontractors’ Partial Release of Lien
- Receipts for stored materials being billed

Certified Payrolls may be submitted separately.

If all items are not received, the Pay Application may be returned to the CM/GC.

9.3.5 Such applications may not include requests for payment of amounts the CM/GC does not intend to pay to a subcontractor or material supplier because of a dispute or other reason.

9.3.6 At the Owner's sole discretion, payment may be made for the net cost of materials and equipment delivered and suitably stored at an approved location either on the Owner’s property, or at an acceptable location off the Owner’s property, for subsequent incorporation into the Work. Payment for stored items shall be conditioned upon the CM/GC's agreement to: (a) submit invoices evidencing the costs of such stored items along with inventory quantity lists; (b) label or tag and segregate the stored items specifically for this Project; (c) provide evidence of insurance of the storage facility and the stored materials if stored off site (with Owner named as loss payee); (d) provide a consent of surety for the Owner’s payment for such stored items, if requested by the Owner; (e) provide a bill of sale, invoice or other documentation evidencing that the Owner has received or, upon payment, shall receive the stored items free and clear of all claims and liens; (f) make the stored items available for the Owner’s and A/E’s periodic inspection; (g) be responsible for all loss or damage to stored materials arising from theft, malicious mischief or vandalism until Substantial Completion is achieved; (h) if the materials are stored on the Owner’s property, be responsible for the first \$25,000 of any other loss or damage to such stored materials, per occurrence, for any claim against the property insurance provided pursuant to the Contract Documents for the Work; (i) if the materials are stored off site, be responsible for all loss or damage to such stored materials regardless of cause or occurrence. Payment for stored items shall not relieve the CM/GC of its obligations to furnish and install the items in accordance with the Contract Documents. If requested by the Owner, the CM/GC shall submit, within thirty (30) days after the date of commencement of the Work, and thereafter as the Owner requires, material delivery schedules for each category or subcontract for which Application for Payment will be made, which schedules shall include items, quantities, value or unit prices with extensions and the month in which Application for Payment with respect thereto is expected to occur. Progress schedules shall be updated on a monthly basis and submitted as an attachment to the CM/GC's Application for Payment.

9.3.7 The CM/GC warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The CM/GC shall be responsible for adequately

securing and protecting from damages, including weather, all materials and equipment stored either on or off the Owner's property. The CM/GC further warrants that upon submittal of an Application for Payment all Work for which payments have been previously received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the CM/GC, subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials or equipment relating to the Work.

9.3.8 Concurrent with the CM/GC's submission of an Application for Payment, the CM/GC may be required to submit an updated Progress Schedule and make available for review and inspection by the Owner, an updated version of the As-built Drawings, prepared in accordance with the requirements of the Contract Documents reflecting all items of Work for which the CM/GC is seeking payment. Failure to have the updated As-built Drawings available for review or to reflect items of Work on the updated As-built Drawings for which payment is sought may result in the Owner's withholding payment or partial payment from the CM/GC until such time as properly updated As-built Drawings are prepared.

9.4 APPROVAL OF APPLICATIONS FOR PAYMENT

9.4.1 Within four (4) days after the A/E's receipt of the Project Application for Payment, the A/E will either issue to the Owner an approved Application for Payment, with a copy to the CM/GC, for the amount the Owner determines is properly due, or notify the CM/GC and Owner in writing of the A/E's reasons for withholding certification in whole or in part. A copy of any notification will be forwarded to the CM/GC by the A/E.

9.4.2 The issuance of an approved Application for Payment will constitute a representation made separately by the A/E to the Owner, based on its observations at the site and the data comprising the Application for Payment submitted by the CM/GC, that the Work has progressed to the point indicated and that the quality of the Work appears to be in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the A/E. The issuance of an approved Application for Payment by the A/E will further constitute a representation that the CM/GC is entitled to payment in the amount certified and A/E's recommendation to issue payment. However, the issuance of an approved Application for Payment will not be a representation that the A/E has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed the CM/GC's construction means, methods, techniques, sequences or procedures; (3) reviewed copies of requisitions received from subcontractors and material suppliers and other data to substantiate the CM/GC's right to payment; or (4) made examination to ascertain how or for what purpose the CM/GC has used money previously paid on account of the Total Project Price. The CM/GC may not rely upon the A/E's approval of the Application for Payment as approval and acceptance of the Work reflected thereon.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1 The A/E may decide not to approve payment and may withhold an Application for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the A/E's

opinion, the representations to the Owner described in 9.4.2 cannot be made. If the A/E is unable to certify payment in the amount of the Application for Payment, the A/E will notify the CM/GC and Owner as provided herein. If the CM/GC and A/E cannot agree on a revised amount, the A/E will promptly issue an Application for Payment for the amount that the A/E approves. The A/E may also decide not to certify payment or, because of subsequent observations, may nullify the whole or a part of an Application for Payment previously issued, as may be necessary in the A/E's opinion to protect the Owner from loss because of:

- .1 Defective Work not remedied;
- .2 Third party claims filed or reasonable evidence indicating probable filing of such claims;
- .3 Failure of the CM/GC to make payments properly to subcontractors or for labor, materials or equipment;
- .4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Total Project Price;
- .5 Damage to the Owner or another Contractor;
- .6 Reasonable evidence that the Work will not be completed within the Project Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 Persistent failure to carry out the Work in accordance with the Contract Documents; or
- .8 Failure to prepare and make available properly updated As-built drawings.

9.5.2 When the above reason(s) for withholding certification are removed, certification will be made for amounts previously withheld.

9.5.3 If the CM/GC disputes any determination by the A/E with regard to any Application for Payment, the CM/GC nevertheless shall continue to expeditiously prosecute the Work.

9.6 PROGRESS PAYMENTS AND RETAINAGE

9.6.1 After the Application for Payment has been received by the Owner, the Owner shall make payment to the CM/GC (which shall provide for all applicable retentions, including but not limited to 10% retainage on all progress payment), pursuant to Florida Statutes (currently within twenty-five (25) business days after the date received). Payment by the Owner shall not constitute approval or acceptance of any item of cost in the Application for Payment. No partial payment made hereunder shall be construed to be final acceptance or approval of that portion of the Work to which such partial payment relates or relieve the CM/GC of any of its obligations hereunder.

9.6.2 CM/GC has the option to receive electronic payment from the Owner for progress payments. CM/GC must make formal request at the Preconstruction Meeting to receive electronic payment. Otherwise, Owner payments will be made via check.

9.6.3 Subcontractor and Material Supplier Payments

- .1 The CM/GC shall pay each subcontractor and material supplier, within ten (10) days following receipt of payment from the Owner, out of the amount paid to the CM/GC on account of each subcontractor's portion of the Work, the amount to which each subcontractor or material supplier is entitled, subject to amounts actually retained from payments to the CM/GC on account of each subcontractor's portion of the Work.
- .2 The CM/GC shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to sub-subcontractors and material suppliers within seven (7) days.
- .3 If required by the Owner, within fifteen (15) days of receipt of payment from the Owner, the CM/GC shall send to the Owner copies of checks paid for all items of the CM/GC's costs listed in the Application for Payment that were not paid prior to the date on which the Application for Payment was submitted.
- .4 If in an Application for Payment the CM/GC requests payment for items of work performed by a subcontractor or materials supplied by a material supplier, then the CM/GC must pay such subcontractor or material supplier, within ten (10) days following receipt from the Owner, for such work or materials. If the CM/GC fails to pay a subcontractor or material supplier within ten (10) days of receipt of funds from the Owner, then the Owner may, at its option, following a request from the unpaid subcontractor or material supplier and consultation with the CM/GC, pay such subcontractor or material supplier the applicable sums paid the CM/GC on account of the subcontractor's work or material supplier's materials, and deduct such sums from any monies due the CM/GC in the future unless the CM/GC can furnish information satisfactory to the Owner that the payment should not be made and CM/GC is actively taking steps to resolve a dispute, if applicable. The Owner's options in this Article are in addition to any other rights set forth in the Contract.
- .5 CM/GC may request payment from Owner for subcontractor's retainage. At the time such retainage is requested, CM/GC must provide Owner with a Consent of Surety for such partial release of retainage and a Final Release of Lien/Claims Form from each subcontractor for which retainage payments are requested. Any early reduction of a portion of retainage shall have no effect on CM/GC's warranty and other obligations to the Owner. CM/GC shall remain liable to Owner for all items of Work in accordance with the Contract Documents notwithstanding any early release of CM/GC's retainage.

9.6.4 Neither the Owner, nor A/E shall have any obligation to pay or to assure the payment of money to a subcontractor for Work on the Project. The Owner may, however, demand sworn statements of accounts from subcontractors or material suppliers and, at the Owner's sole discretion, pay subcontractors or material suppliers by joint checks or directly for those amounts agreed by the CM/GC as due and owing. In such event, the CM/GC agrees any such payments shall be treated as a direct payment to the CM/GC's account.

9.6.5 CM/GC shall include in all subcontracts language providing that CM/GC and subcontractor will attempt to resolve payment disputes by alternative dispute resolution mechanisms. CM/GC shall promptly take the initiative to commence such resolution process if CM/GC has withheld a payment to a subcontractor for a cause that is disputed by subcontractor. CM/GC shall make every effort to resolve such payment disputes with its subcontractors quickly and in a reasonable manner, so as not to delay the Work.

9.7 CONTINUED PERFORMANCE PENDING PAYMENT

9.7.1 The Owner's obligation to make timely payments and the CM/GC's obligations to diligently prosecute the Work shall continue uninterrupted during the time a payment dispute is pending between the Owner and the CM/GC or between the CM/GC and a subcontractor or material supplier.

9.8 PARTIAL ACCEPTANCE AND OCCUPANCY/USE

9.8.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage provided such occupancy or use is consented to by the insurer. Such occupancy or use may commence whether or not the portion of the Work is substantially complete, provided the Owner and CM/GC have accepted in writing through the A/E the responsibilities assigned to each of them for security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction or completion of the Work and commencement of warranties required by the Contract Documents. Consent of the CM/GC to partial occupancy or use shall not be unreasonably withheld.

Immediately prior to such partial occupancy or use, the Owner, CM/GC and A/E shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work. Once the Owner has determined that a portion of the work has been substantially completed in accordance with the Contract Documents, a Certificate of Partial Acceptance shall be issued by the Owner. A Partial Acceptance Punch List shall be attached as a result of this inspection. The Certificate of Partial Acceptance shall also address any warranties related to items of Work and when such warranties take effect. The CM/GC has thirty (30) calendar days from the receipt of the Punch List to complete all work items. For any work items not completed on the thirty-first (31) calendar day, the Owner will have the right to use the CM/GC's retainage to hire a third party to complete the work. If the cost to independently complete the remaining work items exceeds the amount withheld as retainage, the CM/GC shall be billed and responsible for payment of these additional costs.

9.9 SUBSTANTIAL COMPLETION

9.9.1 Substantial Completion is the stage in the progress of the Work when the Work as identified in the Contract, as amended, is sufficiently complete in accordance with the Contract Documents, and when all required occupancy permits, if any, have been issued, so that the Owner can occupy or utilize the Work for its intended use.

9.9.2 When the CM/GC considers that the Work is Substantially Complete, the CM/GC will submit a written request to the Owner for a Substantial Completion inspection. Within five (5) days, unless otherwise agreed to by the CM/GC and Owner, the Owner, CM/GC and A/E will inspect the Work and the Owner will determine if the Work is Substantially Complete.

9.9.3 As a result of the Substantial Completion inspection, if the Owner determines that the Work is not Substantially Complete, the Owner will submit to the CM/GC a written determination that the Work is not Substantially Complete within five (5) days of the inspection. The determination will include a listing of those items that must be completed in order for the Owner to consider the Work Substantially Complete. The CM/GC must complete the listed work and then request in writing a subsequent Substantial Completion inspection. No additional Project Time shall be granted for the CM/GC's failure to achieve Substantial Completion. This process will continue until the Owner determines that the Work is Substantially Complete.

9.9.4 As a result of the Substantial Completion inspection, if the Owner determines that the Work is Substantially Complete, the Owner will prepare a Certificate of Substantial Completion which will establish the date of Substantial Completion, establish responsibilities of the Owner and CM/GC for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the CM/GC shall finish all items on the punch list accompanying the Certificate. The Owner will work with the CM/GC and the A/E to jointly prepare a comprehensive punch list of items to be completed or corrected. The CM/GC will be provided a copy of the Certificate of Substantial Completion and punch list no later than five (5) days after the inspection of Work. The CM/GC shall proceed promptly to complete and correct items on the punch list within the Project time allowed between the dates of Substantial Completion and Final Completion. Failure to include an item on the punch list does not alter the responsibility of the CM/GC to complete all Work in accordance with the Contract Documents.

9.9.5 Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work unless otherwise provided in the Certificate of Substantial Completion and if agreed in writing between the Owner and CM/GC. Within fourteen (14) days of the date of Substantial Completion, the CM/GC shall secure and deliver to the Owner acceptable written warranties and guarantees, including those from its subcontractors and material suppliers bearing the date of Substantial Completion and stating the period of warranties and guarantees as required by the Contract Documents. The CM/GC is responsible for the warranty of all Work, whether performed by it or by its subcontractors or material suppliers at any tier.

9.9.6 The Owner shall have no obligation for a partial release of retainage, unless expressly set forth in the Contract Documents or otherwise agreed to by the Owner.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 When the CM/GC considers that the Work is Finally Complete, the CM/GC will submit a written request to the Owner for a Final Completion inspection. Within five (5) days, unless otherwise agreed to by the CM/GC and Owner, the Owner, CM/GC and A/E will inspect the Work and the Owner will determine if the Work is Finally Complete.

9.10.2 As a result of the Final Completion inspection, if the Owner determines that the Work is not Finally Complete, the Owner will submit to the CM/GC a written determination that the Work is not Finally Complete within five (5) days of the inspection. The determination will include a listing of those items that must be completed in order for the Owner to consider the Work Finally Complete. The CM/GC must complete the listed work and then request in writing a subsequent Final Completion inspection. No additional Project Time shall be granted for the CM/GC's failure to achieve Final Completion. This process will continue until the Owner determines the Work is Finally Complete.

9.10.3 As a result of the Final Completion inspection, if the Owner determines that the Work is Finally Complete, the Owner will prepare a Certificate of Final Completion which will establish the date of Final Completion. When the Owner finds the Work acceptable under the Contract Documents and that Contract has been fully performed, including the delivery of all close out documentation required herein, the A/E will approve the final CM/GC's Application for Payment, thereby representing that to the best of its knowledge, information and belief, and on the basis of its observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the amount requested in the CM/GC's Final Application for Payment has been earned and is due and payable subject to the Owner's claims, liquidated damages and back charges, if any.

9.10.4 Neither final payment nor any remaining retainage will become due until the CM/GC submits to the Owner the following:

- .1 an original affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied;
- .2 a certificate evidencing that insurance required by the Contract Documents will remain in force for one year following Substantial Completion and will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner;
- .3 a written statement that the CM/GC knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents;
- .4 an original Consent of Surety to Final Payment;
- .5 if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner;

- .6 a written statement, endorsed and dated by the A/E, that all outstanding punch list items have been addressed to the satisfaction of the A/E and Owner;
- .7 any applicable final meter readings for utilities, measured record of stored fuel, and similar data as of the time of Substantial Completion or when Owner took possession of and responsibility for corresponding elements of the Work;
- .8 all required As-built drawings, operating and maintenance instructions and manuals, schedules, bonds, certificates of inspection, and acceptable warranty and guaranty documents;
- .9 an original Certificate of Occupancy, if required by any law or the Contract Documents (the CM/GC is solely responsible for obtaining the Certificate of Occupancy);
- .10 if applicable and if airport badges were required by the Contract, turn in all badges or pay for any missing badges;
- .11 submit final DBE participation percentages;
- .12 a written statement, endorsed and dated by the A/E, that all record drawings, warranties and project-related files have been reviewed by the A/E and provided as required in the Contract and Project specifications; and
- .13 original Final Release Forms from CM/GC and its subcontractors; and a copy of final release forms from sub-subcontractors and material suppliers. If a subcontractor refuses to furnish a release or waiver required by the Owner, the Owner may retain all money that the Owner may be compelled to pay in discharging such claim, including all costs and reasonable attorneys' fees. However, the Owner may elect not to retain any monies if the CM/GC certifies that it is proceeding diligently and in good faith to resolve its dispute with the subcontractor in accordance with the subcontract dispute resolution process and the CM/GC's Surety consents to the Owner's payment to the CM/GC despite such claim.
- 14. certify all social security, unemployment and other taxes (city, state, federal government) have been paid, and all labor standards local, state or general requirements have been in compliance.

9.10.5 Acceptance of Final Payment by the CM/GC, a subcontractor or material supplier (hereinafter "payee") shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of Final Application for Payment.

9.10.6 CM/GC shall provide final cleaning of the Work, at the time indicated, consisting of cleaning each surface or unit of work to normal clean condition. CM/GC shall remove temporary protection devices and facilities which were installed during course of the Work to protect previously completed work during the remainder of the construction period. CM/GC shall comply with safety standards and governing regulations for cleaning operations. CM/GC shall not burn waste materials, or bury debris or excess materials on the Owner's property, or discharge volatile or other harmful or

dangerous materials into drainage systems, or remove waste materials from site and dispose of those materials in an unlawful manner.

9.11 OWNER'S AUDIT RIGHTS

9.11.1 The CM/GC's records shall be open to inspection and subject to audit or reproduction by the Owner or its authorized representative to the extent necessary to adequately permit evaluation and verification of the cost of the Work, and any invoices, Contract Amendments, Field Directives, Force Account payments or Claims submitted by the CM/GC or any of its subcontractors or material suppliers pursuant to the execution of the Contract. The CM/GC's Records include but are not limited to the following: accounting records (hard copy, as well as computer readable data), written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; Contract Amendment files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledgers; documents; and any other supporting documents deemed necessary by the Owner to substantiate charges related to this Contract (all foregoing hereinafter referred to as "CM/GC's Records"). The CM/GC's records described above shall be maintained and made available to the Owner or its authorized representative for not less than five (5) years after date of Final Completion.

9.11.2 Audits may require inspection and copying at reasonable times and places of any and all information, materials and data of every kind and character, including without limitation, the CM/GC's Records necessary to evaluate and verify direct and indirect costs (including overhead allocations), as they may apply to costs associated with the Contract.

9.11.3 The Owner or its authorized representative shall be afforded access to all of the CM/GC's Records, and shall be allowed to interview any of the CM/GC's employees, pursuant to the provisions of this Article throughout the term of the Contract and for a period of five years after final payment or longer if required by law.

9.11.4 The CM/GC shall require all subcontractors, insurance agents, and material suppliers to comply with the provisions of this Article by insertion of the requirements hereof in a written Contract between the CM/GC and its subcontractors, insurance agents and suppliers. Such requirements will also apply to sub-subcontractors and subcontractors' material suppliers. The CM/GC will cooperate fully and will cause all of the CM/GC's subcontractors (including those entering into lump sum subcontracts) to cooperate fully in expeditiously furnishing or making available to Owner whenever requested all such information, materials and data.

9.11.5 The Owner or its designated representative shall have access to the CM/GC's facilities, shall have access to all necessary CM/GC's Records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this Article.

9.11.6 If an audit inspection or examination in accordance with this Article, discloses overcharges (of any nature) by the CM/GC to the Owner in excess of one percent (1%) of the total Project billings, the actual cost of the Owner's audit shall be reimbursed to the Owner by the CM/GC. Any adjustments or payments which must be made as a result of any such audit or inspection of the CM/GC's Records shall be made within a reasonable amount of time (not to exceed 90 days) from

presentation of the Owner's finding to the CM/GC. Any overpayments to the CM/GC by the Owner shall bear interest at the rate of six percent (6%) per annum.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The CM/GC shall be responsible for initiating, maintaining and supervising all safety precautions and implementing and monitoring a safety program in connection with the performance of the Work, including but not limited to those requirements in this Article. The CM/GC may be required to submit to the Owner a copy of its safety plan within ten (10) days of issuance of any Task Authorization. The CM/GC's safety plan, at a minimum, shall designate an on-site safety representative, require that work activities comply with governmental safety guidelines, provide for weekly toolbox safety meetings, establish standard reporting procedures for identification of hazards and notices of noncompliance, and provide procedures for stopping work activities.

10.1.2 In the event the CM/GC fails to initiate, maintain, supervise or monitor the safety of its operations during the performance of the Work, including the operations of its subcontractors, material suppliers and any others for whom the CM/GC is responsible, or the CM/GC fails to otherwise comply with any reporting documentation or other requirement imposed by an insurer providing any of the insurance coverages, then the Owner may, without reservation, pursue any rights or remedies against the CM/GC that are available, under the Contract or by law, including withholding of payment.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The CM/GC shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- .1 Employees or of other persons who may be affected by the Work;
- .2 The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, and whether under care, custody or control of the CM/GC or the CM/GC's subcontractors or sub-subcontractors;
- .3 Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and
- .4 Construction or operations by the Owner or other CM/GCs or contractors.

10.2.2 The CM/GC shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

10.2.3 The CM/GC shall erect and maintain, as required by existing conditions and the Contract Documents, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying the owners and users of adjacent sites and utilities of dangerous conditions.

10.2.4 The CM/GC shall protect adjoining private or public property and shall provide barricades, temporary fences, and covered walkways required to protect the safety of passers-by, as required by prudent construction practices, local building codes, ordinances or other laws, or the Contract Documents.

10.2.5 When use or storage of hazardous materials or equipment or unusual methods are necessary for execution of the Work, the CM/GC shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.6 The CM/GC shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to herein caused in whole or in part by the CM/GC, a subcontractor, or anyone directly or indirectly employed by either of them, or by anyone for whose acts they may be liable and for which the CM/GC is responsible, except damage or loss attributable to acts or omissions of the Owner, A/E or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the CM/GC. The foregoing obligations of the CM/GC are in addition to the CM/GC's other obligations herein.

10.2.7 The CM/GC shall designate a responsible member of the CM/GC's organization as the on-site safety representative whose duty shall be the safety of persons and property as provided herein. This person shall be the CM/GC's superintendent unless otherwise designated by the CM/GC in writing to the Owner.

10.2.8 The CM/GC shall not load (for example, by delivery of materials, structural or physical loads) or permit any part of the construction or site to be loaded so as to endanger the safety of the traveling public, the airlines, tenants, or other airport users, the Owner, A/E, CM/GC or their agents, representatives or employees.

10.2.9 The CM/GC shall take all reasonable precautions to protect and keep the Work, materials and equipment free from injury or damage from rain, wind, storms, frost or heat. If extreme adverse weather conditions prevent the CM/GC from continuing operations safely in spite of having implemented weather precautions, the CM/GC shall cease Work and notify the Owner of such cessation. The CM/GC shall not permit open fires on the Project site.

10.2.10 The CM/GC shall, at its sole cost and expense, promptly repair any damage or disturbance to walls, utilities, sidewalks, curbs and the property of the Owner or any other person (including municipalities) resulting from the performance of the Work, whether by it or by its subcontractors at any tier. The CM/GC shall maintain streets and working roads in good repair and in an acceptable and usable condition.

10.2.11 The CM/GC shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The CM/GC shall take all necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful or hazardous materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

10.3 HAZARDOUS MATERIALS

10.3.1 In the event the CM/GC encounters on the site material reasonably believed to be hazardous material, such as asbestos or polychlorinated biphenyl (PCB), the CM/GC shall immediately stop work in the area affected and verbally report the condition to the Owner and A/E followed by notification in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the Owner and CM/GC if in fact the material is hazardous and has not been rendered harmless. The work in the affected area shall be resumed if the material is not hazardous, or if it has been rendered harmless, by written agreement of the Owner and CM/GC.

10.3.2 The CM/GC shall not be required to perform any Work relating to hazardous material without its prior consent.

10.4 EMERGENCIES

10.4.1 In an emergency affecting safety or persons or property, the CM/GC shall act to prevent threatened damage, injury or loss.

10.5 PERFORMANCE AND PAYMENT BONDS

10.5.1 A Performance Bond and a Payment Bond in a form acceptable to the Owner, each in an initial amount of not less than the Total Project Price, will be required from the CM/GC to guarantee (a) faithful performance of the requirements of the Contract Documents, including all applicable warranties; and (b) the payment for all labor, materials, or supplies used directly or indirectly in the prosecution of the Work provided for in the Contract Documents.

- .1 The Penal Sum of the Performance Bond and the Payment Bond shall be increased or decreased automatically during the course of the Work in the event that Contract Amendments increase or decrease the Total Project Price so that the Penal Sum of each bond shall be in an amount equal to the Total Project Price Sum at the completion of the Work.
- .2 The Bonds shall be written through a licensed Florida agency on behalf of a surety company licensed to do business in Florida and meeting the following requirements:
 - A. Qualification - Management and Strength: For Contracts in which the Total Project Price exceeds \$100,000, the Surety must be rated no less than "A-" as to management and no less than "VII" as to strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Post Office Box 1107, Summit, New Jersey 08901.

- B. Qualification - Federal Project Approval: The Surety Company executing the bonds shall be on the current list of the U.S. Treasury Department as being approved by and for writing bonds for federally funded projects in an amount not less than the Penal Sum of the bonds provided to Owner.
- C. Bonding Limit - Any One Risk: The bonding limit of the Surety shall not exceed five percent (5%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide.

10.5.2 The CM/GC shall, before commencing the Work, record a copy of the Performance and Payment Bonds in the Lee County Clerk of the Circuit Court's office pursuant to Florida Statute Section 255.05. Upon request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the CM/GC shall promptly furnish a copy of the applicable bond or shall permit a copy to be made.

10.5.3 If the Surety on any bond furnished by the CM/GC is declared bankrupt or becomes insolvent or its right to do business is terminated or suspended in any state or it ceases to meet the requirements defined herein, the CM/GC shall within ten (10) days thereafter substitute another Performance Bond and a Payment Bond from a different Surety, pursuant to the Contract Documents.

ARTICLE 11 - UNCOVERING AND CORRECTION OF WORK

11.1 UNCOVERING OF WORK

11.1.1 If a portion of the Work is covered contrary to the Owner's or A/E's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the A/E or Owner, be uncovered for their observation and be replaced at the CM/GC's expense without change in the Project Time.

11.1.2 If a portion of the Work has been covered which the Owner or A/E has not specifically requested to observe prior to its being covered, the Owner or A/E may request to see such Work and it shall be uncovered by the CM/GC. If such Work is in accordance with the Contract Documents, costs of uncovering and restoration shall, by appropriate Contract Amendment, be charged to the Owner. If such Work is not in accordance with the Contract Documents, the CM/GC shall pay such costs unless the condition was caused by the Owner or a separate contactor in which event the Owner shall be responsible for payment of such costs.

11.2 CORRECTION OF WORK

11.2.1 The CM/GC shall promptly correct Work rejected by the Owner or A/E that fails to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The CM/GC shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Owner's and A/E's services and expenses made necessary thereby.

11.2.2 If, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established herein, or by terms of an applicable special warranty that may be required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the CM/GC shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the CM/GC a written acceptance of that specific condition. This period of one year shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

11.2.3 The CM/GC shall remove from the Site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the CM/GC nor accepted by the Owner.

11.2.4 If the CM/GC does not proceed with correction of nonconforming Work within a reasonable time, fixed by written notice from the Owner, the Owner may correct or remove such nonconforming work and all costs for such corrections or removals shall be assessed against the CM/GC.

11.2.5 The CM/GC shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate CM/GCs or contractors caused by the CM/GC's performing correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

11.2.6 Nothing contained herein shall be construed to establish a period of limitation with respect to other obligations which the CM/GC might have under the Contract Documents. Establishment of the time period of one year relates only to the specific obligation of the CM/GC to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the CM/GC's liability and damages with respect to the CM/GC's obligations other than specifically to correct the Work.

11.3 ACCEPTANCE OF NONCONFORMING WORK

11.3.1 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction. If the Owner accepts the Work under such circumstances, the Total Project Price will be reduced in an appropriate and equitable manner through a Contract Amendment as determined by the Owner, whether or not final payment has been made.

11.4 TESTS AND INSPECTIONS

11.4.1 For the purpose of determining whether the Work is acceptable (as opposed to the CM/GC's quality control activities for which the CM/GC is solely responsible) tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules,

regulations or orders of public authorities having jurisdiction shall be performed at appropriate times. The CM/GC shall be responsible for coordinating and scheduling all permitting agencies' tests and inspections described herein. The Owner or A/E shall make arrangements for all other quality assurance tests, examinations and inspections with such testing laboratories or entities and, except as provided herein or in the technical specifications, the Owner shall bear the costs of such quality assurance tests, examinations and inspections that the Owner so arranges. The CM/GC shall give the A/E timely notice of when each portion of the Work shall be ready and available for quality assurance tests, examinations and inspections. The CM/GC shall provide the Owner's testing representatives reasonable access to the Work (ladders, etc.), at no additional cost, for the purpose of performing such quality assurance tests, examinations and inspections.

11.4.2 In the event the testing, examination and inspection, or approval procedures performed reveal that the Work fails to meet the requirements of the Contract Documents, the CM/GC shall bear all costs arising from the failure, including, but not limited to, the costs to correct the Work and the costs of tests, examinations, inspections and services performed by the A/E and Owner in connection with such tests, examinations, inspections, or approval procedures necessary to establish that the CM/GC's work conforms with the requirements of the Contract Documents.

11.5 PLANT INSPECTION

11.5.1 The Owner and A/E or their authorized representative may inspect, at their source, any specified material or assembly to be used in the Work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the Work and to obtain samples required for its acceptance of the material or assembly.

11.5.2 Should the A/E or Owner conduct plant inspections, the following conditions shall apply:

- .1 The A/E or Owner shall have the cooperation and assistance of the CM/GC and the producer with whom it has contracted for materials.
- .2 The A/E or Owner shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- .3 If required by the A/E or Owner, the CM/GC shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.

11.5.3 It is understood and agreed that the Owner shall have the right to retest any material which has been tested and approved at the source of supply after it has been delivered to the site. The A/E or Owner shall have the right to reject any material which, when retested, does not meet the requirements of the Contract, plans, or specifications.

11.6 MAINTENANCE MEETINGS

11.6.1 The CM/GC shall arrange for each installer of work requiring continuing maintenance or operation, to meet with Owner's personnel, at the Project, to provide basic instructions needed for proper operation and maintenance of the installer's work. At the maintenance meeting the CM/GC shall:

- .1 Provide instructions by the manufacturer's representatives when the installers are not expert in the required procedures;
- .2 Review with the Owner all maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuel, identification systems, control sequences, hazards, cleaning and similar procedures and facilities;
- .3 For operational equipment, demonstrate startup, shutdown, emergency operations, noise and vibration adjustments, safety, economy, efficiency adjustments, and similar operations; and
- .4 Review with the Owner all maintenance and operations in connection with applicable warranties, agreements to maintain bonds, and similar continuing commitments.

11.7 DRUG FREE WORKPLACE REQUIREMENTS

11.7.1 The Southwest Florida International Airport, Page Field General Aviation Airport, and Lee County are drug free workplaces. CM/GC and all subcontractors and material suppliers are required to follow the Drug Free Workplace Act of 1988 and all relevant provisions of the Omnibus Transportation Employee Testing Act of 1991.

ARTICLE 12 - TERMINATION OR SUSPENSION OF THE CONTRACT

12.1 TERMINATION BY THE CONSTRUCTION MANAGER/GENERAL CONTRACTOR

12.1.1 The CM/GC may terminate the Contract because the Work has been stopped for an extended period through no act or fault of the CM/GC or a subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the CM/GC, provided the CM/GC notifies the Owner in writing of such intent and the Owner has not cured the work stoppage within fourteen (14) days of receipt of such notice.

12.2 TERMINATION BY THE OWNER FOR CAUSE

12.2.1 The Owner may terminate the Contract if the CM/GC:

- .1 Fails to perform the Work by not providing a sufficient number of adequately skilled workers or supervisory staff who actively staff the Project and prosecute the Work, or fails to have available at the Project site proper equipment or materials to assure completion of the Work in accordance with the terms of the Contract Documents, or

- .2 Performs the Work unsuitably or neglects or refuses to remove materials or to perform anew any Work that may be rejected as unacceptable and unsuitable, or
- .3 Fails to commence the Work, maintain adequate progress towards completion of the Work or discontinues the prosecution of the Work, or
- .4 Fails to carry out the requirements of the Owner's DBE Policies, or
- .5 Allows any final judgment against it as it relates to this Project to remain unsatisfied for a period of thirty (30) days,
- .6 Makes an assignment for the benefit of creditors, or
- .7 Fails to carry on the Work in accordance with the Contract Documents, which includes failure to fulfill the administrative/paperwork requirements of the Contract, or
- .8 Consents to the appointment of a receiver, trustee or liquidator of all or substantially all of the property of CM/GC, or
- .9 Is the subject of any order or decree of any court or governmental authority or agency having jurisdiction, appointing a receiver, trustee or liquidator to take possession or control of all or substantially all of the CM/GC's property for the benefit of creditors, or
- .10 If at any time the Surety executing a bond is determined by the Owner to be unacceptable and the CM/GC fails to furnish an acceptable substitute Surety within fifteen (15) days after notice from the Owner, or
- .11 For any other cause, fails to carry on the Work in an acceptable manner.

12.2.2 When any of the above reasons exists, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the CM/GC and the CM/GC's Surety seven (7) calendar days written notice and provided the CM/GC, within such seven (7) calendar day period, has not commenced in good faith to cure the cause or breach (or if having commenced such cure, is not proceeding diligently to complete such cure), terminate employment of the CM/GC, in whole or in part, and may, subject to any prior rights of the Surety:

- .1 Take possession of the Project Site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the CM/GC;
- .2 Accept assignment of any or all subcontracts;
- .3 Finish the Work by whatever reasonable method the Owner may determine necessary.

12.2.3 When the Owner terminates the Contract for one of the reasons stated herein, the CM/GC shall not be entitled to receive further payment until the Work is completed.

12.2.4 If the unpaid balance of the Total Project Price exceeds the costs of finishing the Work, including compensation for A/E services and other expenses made necessary thereby, such excess shall be paid to the CM/GC. If the costs of finishing the Work exceed the unpaid balance, the CM/GC shall pay the difference to the Owner.

12.3 SUSPENSION OR TERMINATION BY THE OWNER FOR CONVENIENCE

12.3.1 The Owner may, without cause, by written order direct the CM/GC to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

12.3.2 An extension of Project Time equal to the period of suspension shall be the CM/GC's sole and exclusive remedy for a suspension by the Owner.

12.3.3 The Owner may terminate the Contract, in whole or in part at any time, for its convenience, by giving the CM/GC seven (7) calendar days written notice. The Owner shall have the right, in that event, to take over any or all of the CM/GC's material, supplies, or subcontracts in order to complete the Work and the CM/GC shall assign to the Owner such materials, supplies or subcontracts and purchase orders. The CM/GC shall proceed to complete any part of the Work, as directed by the Owner, and shall attempt to settle all subcontractor and material supplier claims and obligations under the Contract with the Owner. The CM/GC shall be compensated by the Owner for the CM/GC's reasonable costs (including reasonable profits earned on work performed up to the date of termination but excluding anticipatory profits on unperformed portions of the Work), and the CM/GC shall justify its Claims as requested by the Owner with accurate records and data.

PROJECT INSURANCE REQUIREMENTS

CM/GC must provide, pay for, and maintain with companies satisfactory to the Owner, the types of insurance described herein for this project. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida. Promptly after execution of the Project Contract Amendment by both parties, the insurance coverage and limits required must be evidenced by properly executed Certificates of Insurance forms. The certificates must be signed by the authorized representatives of the insurance company/companies shown on the certificates with proof that he or she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to the Authority, on a timely basis, if required by the Owner. These certificates and policies shall contain provisions that advance written notice shall be given to the Owner of any cancellation, intent not to renew, or reduction in the policies' coverage, except in the application of the Aggregate Limits Provisions. In the event of a reduction in the aggregate limit of any policy, the CM/GC shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

1. All insurance coverages of the CM/GC shall be primary and noncontributory to any insurance or self-insurance program carried by the Owner applicable to work under this Project.
2. The insurance coverage and limits required of the CM/GC for this Project are designed to meet the minimum requirements of the Owner. They are not designed as a recommended insurance program. Should the CM/GC have any question concerning its exposure to loss under this Project or the possible insurance coverage needed therefore, it should seek professional assistance.
3. The acceptance by the Owner of any Certificate of Insurance from the CM/GC evidencing the insurance coverage and limits required for this Project does not constitute approval or agreement by the Owner that the insurance requirements have been met or that the insurance policies shown in the Certificate of Insurance are in compliance with

the requirements of the Project.

4. The minimum required insurance coverage is not intended to and shall not, in any manner limit or reduce the liability and obligations assumed by the CM/GC, its agents, employees or subcontractors.
5. No work shall commence on any of the Owner's property by CM/GC unless and until the required Certificates of insurance are received and approved by the Owner's Risk Manager and a written Task Authorization is issued to the CM/GC by the Owner.
6. The CM/GC's General Liability Insurance coverage policy must be endorsed to reflect the fact that the Owner and tenants shall continue to operate their business activities at the Airport during the activities of the CM/GC and that no property used in connection with their activities shall be considered by the CM/GC's insurance company as being in the care, custody or control of the CM/GC.
7. The occurrence form of commercial liability is preferred, however, if a claims-made form is provided, the retroactive date of coverage shall be no later than the inception date of the claims-made coverage. Coverage shall extend beyond the policy year either by a supplemental extended reporting period of unlimited duration and with no less coverage and with reinstated aggregate limits or by requiring that any new policy provide a retroactive date no later than the inception date of claims-made coverage.
8. All of the required insurance coverages shall be issued as required by law and must be endorsed, where necessary, to comply with the minimum requirements contained herein.
9. Renewal certificates of insurance, on an approved form, must be provided to the Owner prior to expiration of current coverage so that there will be no interruption in the Work due to lack of proof of insurance coverage required by the CM/GC.

10. The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Services Office forms and endorsements, or broader, where applicable. Notwithstanding compliance by the CM/GC with the foregoing, the wording of all policies, forms and endorsements must be acceptable to the Owner. If there is any dispute between Owner and CM/GC or their respective agents or representatives as to the suitability of the coverage form to be used, or the limits to be provided in the CM/GC's insurance program, the Owner shall decide whether the intent of the Owner's requirements will be met, and the judgment of the Owner's Risk Manager shall be final.
11. Worker's Compensation and Employer's Liability insurance shall be maintained by the CM/GC during the Project for all employees engaged in work under this Project, in accordance with limits required on the Project Information Sheet. The insurance company must waive its Rights of Subrogation against Lee County and Lee County Port Authority.
12. Commercial General Liability insurance shall be maintained by the CM/GC. Coverage shall include premises and operations, personal injury, contractual for the Project independent contractors, broad form property damage including completed operations, product liability, explosion, collapse and underground coverage with limits of not less than shown on the Project Information Sheet. The properly executed specific aggregate policy endorsement must be attached to the Certificate of Insurance. Coverage should not contain any endorsement(s) excluding normal products/completed operations, contractual liability or cross-liability
13. Automobile Liability insurance shall be maintained by the CM/GC as to the ownership, maintenance, use, loading and unloading of its owned, non-owned, leased or hired vehicles with limits of not less than shown on the Project Information Sheet.
14. Umbrella Liability insurance or Excess Liability insurance may be used to reach the limits of liability insurance required with a limit of not less

than shown on the Project Information Sheet. The aggregate limit, if any, must be specific for this Project. The limits of the primary liability insurance coverage for the comprehensive or commercial general liability policy, automobile liability insurance policy and Employer's Liability insurance policy required above shall not be less than shown on the Project Information Sheet. Umbrella coverage should be in excess of automobile coverage and Employer's Liability coverage, and will follow form of the underlying policies.

15. If Builder's Risk insurance is required, per the Project Information Sheet, the Owner shall be an additional named insured. The perils of earthquake, sinkhole and flood must be included in the policy. It is understood and agreed that any perils not insured under the Builder's Risk insurance shall be the responsibility of the CM/GC, unless the CM/GC is excused or relieved from such responsibility.

16. CM/GC agrees to endorse Lee County and Lee County Port Authority as an additional insureds on the Commercial General Liability, Automobile Liability and Umbrella or Excess policies with the following or similar endorsement providing equal or broader additional insured coverage, the CG 20 26 07 04 Additional Insured - Designated Person Organization endorsement, or the CG 20 10 10 01 Additional Insured - Owners, Lessees, or Contractors, or GC 20 10 07 04 Owners, Lessees or Contractors endorsement, INCLUDING the additional endorsement of GC 20 37 10 01 Additional Insured-Owner's Lessees or Contractors. Completed Operations shall be required to provide back coverage for the contractors "your work" as defined in the policy and liability arising out of the products completed operations hazard. The endorsement should read: "CM/GC agrees to list Lee County, Lee County Port Authority, its employees, and agents as insured on their policy."

17. CM/GC is responsible for acts arising out of the operations of any subcontractor, and independent contractor or material supplier providing services or materials at the CM/GC's direction. CM/GC's subcontracts shall require each subcontractor to obtain commercial liability insurance coverage listing Owner and Lee County as additionally insured on a primary and non-contributory basis. The

CM/GC dictates the levels of insurance required for its subcontractors, and material suppliers providing services or materials and those coverages should reflect the scope of work provided by each.

18. Any increase in premium for this insurance due to the actions of the CM/GC, its subcontractors, or sub-subcontractors shall be paid by the CM/GC, whether coverage is provided by the Owner or by the CM/GC. Any deductible or self-insured retention costs associated with the insurance policies will be the responsibility of the CM/GC.
19. Any insurance carrier's statement reflecting identical coverage as those provided herein will be acceptable.
20. If the CM/GC does not maintain the insurance coverage required for this Project, the Owner may cancel or suspend the CM/GC's work or, at its sole discretion, the Owner shall be authorized to purchase such coverage and charge the CM/GC for the cost of such coverage purchased plus fifteen percent (15%) for overhead expense. The CM/GC shall immediately reimburse the Owner for the premium costs, plus legal interest, if payment is delayed. The Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage purchased or the insurance company/companies used. The decision of the Owner to purchase such insurance coverage shall in no way be construed to be a waiver of Owner's rights under the Contract.

SCHEDULE "C"

BASIS OF COMPENSATION

1. Prior to CM/GC's solicitation of subcontractor bids for any project or task, Port Authority staff will negotiate the CM/GC Professional Service fees associated with each project or task. CM/GC fees will not be negotiated as a percentage of the construction value. CM/GC fees will be negotiated based on personnel assigned to each project/task, individual hourly rates, number of hours, indirect expenses, and mark-ups/profit. CM/GC fees will typically be fixed as a Lump Sum and based on the following:
 - a. General Contractor/General Conditions –
 - i. Non-Personnel costs related to field-based items (insurance, permits, bonds, trailers, equipment, etc.) needed to support the construction effort.
 - ii. Superintendent Personnel costs related to providing on-site construction superintendents to manage low-bid subcontracted construction work.
 - b. Construction Management Services -
 - i. Professional Personnel costs associated with oversight and management of all construction activities, subcontract management, pay application and invoice processing, budget tracking, coordination with FAA, FDOT, Port Authority, etc.
 - ii. Subcontractor costs associated with construction management services (surveying, field locate utilities, etc.) for the project.
2. There will be no Guaranteed Maximum Price (GMP) for any task/project, and no percentages are to be used to calculate CM/GC fees. All project/task contingencies will be held by the Port Authority.

<u>Field Based Personnel</u>	<u>Hourly Rate</u>
Project Manager	\$162.00
Administrative Assistant	\$ 82.00
Project Superintendent	\$142.00
Assistant Superintendent	\$117.00
Field Inspector	\$112.00
 <u>Office Based Personnel</u>	
Senior Executive	\$202.00
General Superintendent	\$177.00
Office Based Project Manager	\$162.00
Office Support Staff	\$ 82.00
Accounting Support Staff	\$ 84.00
CADD Technician	\$ 90.00
Safety Officer	\$117.00

SCHEDULE "C-1"

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

ITEM	BASIC OF CHARGE
Telephone (Long Distance)	At Cost
Telegraph	At Cost
Postage	At Cost
Shipping Material	At Cost
Commercial Air Travel	Coach Fare or Best Available Rate
Automobile Travel	Reimbursed as set by §112.061(7)(d)1. F.S.
Lodging (Per Person)	At Cost - Single Occupancy Rate Only
Meals (Breakfast)	\$ 6.00 *n.t.e.
(Lunch)	\$11.00 *n.t.e.
(Dinner)	\$19.00 *n.t.e.
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8-1/2" x 14"	\$ 0.15/Page
11" x 14"	\$ 0.15/Page
Reproduction (Blue/White Prints)	\$ 0.10/sq. ft.
Printing	At Cost
Binding	At Cost
Computer Equipment	\$20.00/hour *n.t.e.
Other	

*Reimbursed at Actual Cost,
not to exceed stated amount.

SCHEDULE "D"

TRUTH IN NEGOTIATION CERTIFICATE

DATE: 2/3/2020

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the Board of Port Commissioners of Lee County Port Authority for the project known as: LDQ19-21LK0

Before me, the undersigned Authority, personally appeared Jack Cox, who provided as identification, or X is personally known to me, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposed and stated under oath that:

1. This Certificate shall be attached to and constitute an integral part of the above said Professional Services Agreement as provided in Article 13.
2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Services Agreement is established are accurate, complete, and current on the date set forth hereinabove.
3. The truth of statements made herein may be relied upon by Authority and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

Executed on behalf of the Party to the Professional Services Agreement referred to as Consultant, doing business as:

HALFACRE CONSTRUCTION COMPANY

By: [Signature]

Print Name Jack Cox

Address 7015 Professional Parkway E. Sarasota, FL 34240

The foregoing instrument was acknowledged and executed before me by the above signed on this 3 day of February, 2020.

[Signature]
NOTARY PUBLIC, State of Florida

Name Printed or Stamped

Commission Expires: _____

Commission Number: _____





Lee County Port Authority
11000 Terminal Access Road., Suite
8671 Fort Myers, Florida 33913

PLEASE READ CAREFULLY

CERTIFICATE OF INSURANCE EXPLANATION

The Certificate Holder (CH), requires the use of its Certificate of Insurance as evidence that the insurance requirements of the agreement have been complied with and will continue to be complied with as long as the agreement is in force. CH must rely on this certificate as proof of compliance with the insurance requirements agreed upon. The CH must be advised of cancellation or nonrenewal of the insurance coverage required or reduction in the coverage provided in compliance with the agreement as shown in the Certificate of Insurance. Thirty-day written notice of cancellation, nonrenewal, or reduction in coverage must be provided to the CH so that it can take proper action to protect itself.

Many Certificates of Insurance are received by the CH and many contain wording to the effect that the certificate is issued as a matter of information only and confers no rights upon the certificate holder. A common example of this unacceptable language is: should any of the above-described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the named holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

The CH must have the right of notice of cancellation, nonrenewal, and reduction of coverage, as this is part of the insurance requirements of the agreement entered into and to be relied upon by the CH as evidenced through its Certificate of Insurance.

The requirement that the authorized representative signing the Certificate of Insurance attach his agent's license with the insurance company or companies, or other acknowledgment by the insurance company or companies shown in the certificate, is to show proof to the CH that the person signing the certificate is legally authorized by the insurance company to so obligate them, as referred to in the certificate.

The CH must have positive evidence in the form of its Certificate of Insurance that the insurance requirements of the agreement entered into have been met and will continue to be met, without interruption, during the term of the agreement entered into unless thirty days written notice is given to it.

No activity shall begin until the CH's properly executed Insurance Certificate is received. Your cooperation in providing the CH with acceptable evidence of insurance requirements compliance, as agreed to in the agreement, will prevent confusion and delay in allowing the subject matter of this agreement to be accomplished.

The acceptance of delivery to the CH of any Certificate of Insurance required in any contract does not constitute agreement by the CH that the insurance requirements in the contract have been met or that the insurance policies shown in the certificate are in compliance with the contract requirements.

SEVERABILITY OF INTERESTS PROVISION

With respect to claims involving any Insured at interest hereunder, each such interest shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured. This agreement, however, shall not operate to increase the limits of the Insurance Company's liability.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 201 E. 4th Street, Ste 625 Cincinnati OH 45202	CONTACT NAME: Alex Karlage	
	PHONE (A/C. No. Ext): 513-977-4747	FAX (A/C. No.):
E-MAIL ADDRESS: certrequests@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Westfield Insurance Company		24112
INSURER B: FCCI Insurance Company		10178
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 2107814925

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CMM012636V	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CMM012636V	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CMM012636V	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC20A 76826	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Leased & Rented Equipment			CMM012636V	1/1/2020	1/1/2021	Limit \$100,000 Deductible \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Lee County Port Authority
 11000 Terminal Access Road, Suite 8671
 Fort Meyers, FL 33913

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|---|---|
| <p>1. REQUESTED MOTION/PURPOSE: Request Board authorize a contract with GATES Construction to provide Construction Management/General Contracting Services.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: Three (3) years.</p> <p>4. WHAT ACTION ACCOMPLISHES: Enters into a continuing contract with one (1) of two (2) Construction Manager/General Contractor firms to perform construction related services under an on-call continuing contract.</p> | <p>5. CATEGORY: 15.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 2/18/2020</p> <p>7. BoPC MEETING DATE: 3/12/2020</p> |
|---|---|

8. AGENDA:

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. REQUESTOR OF INFORMATION:

(ALL REQUESTS)
 NAME Mark Fisher
 DIV. Development

10. BACKGROUND:

On November 7, 2019, after a competitive selection process, the Board selected GATES Construction as one (1) of two (2) top ranked firms to provide Construction Management/General Contracting (CM/GC) Services for the Port Authority. Based on the Board's direction, staff has negotiated a basic professional services agreement with GATES Construction as summarized below:

- 3 year contract term with no options for extension.
- Only CM/GC work on projects with estimated construction costs under \$2 million apply to this contract in accordance with Florida Statutes and commensurate with other Port Authority continuing consultant contracts. All CM/GC work on projects over \$2 million estimated construction cost will be competitively advertised under a separate competitive solicitation.
- All tasks are contingent on the availability of funds and the issuance of a written Task Authorization in accordance with the Board-approved contract. Only Tasks authorized to begin and subsequently performed can be billed by and paid to the Consultant.
- This is a professional service contract. Employees of the CM/GC firm shall not self-perform any construction work.
- The CM/GC will be required to seek competitive bids for all construction work, with the lowest responsive sub-trade bids awarded as a subcontract to the CM/GC.
- Federal Aviation Administration regulations do not allow CM/GC fees to be determined by a percentage of construction cost. All CM/GC fees shall be negotiated prior to receiving bids for each project or task. CM/GC

11. RECOMMENDED APPROVAL

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

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

- APPROVED
 APPROVED as AMENDED
 DENIED
 OTHER

13. PORT AUTHORITY ACTION:

- APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER

Background (continued)

fees will be negotiated based on personnel assigned to each project/task, individual hourly rates, number of man-hours, and direct/indirect expenses, and have no correlation to the low bid construction cost.

- The CM/GC will enter into a Lump Sum agreement with the Port Authority, which will be comprised of the negotiated CM/GC fees and all low-bid subcontracted work.
- There is no Guaranteed Maximum Price (GMP) for each project/task and all project/task contingencies are held by the Port Authority.
- Federal regulations require that projects with the potential for federal grant funding be awarded to the top ranked firm.

There is no scope of work or fees associated with this contract at this time.

Attachment:

GATES Construction Professional Services Agreement

Contract Number _____
Vendor Number _____

PROFESSIONAL SERVICES AGREEMENT

**GENERAL CONSTRUCTION MANAGER/
GENERAL CONTRACTOR
FOR THE
LEE COUNTY PORT AUTHORITY**

LOQ 19-21LKD

THIS AGREEMENT is entered this _____ day of _____, 2020, 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 **GATES GROUP, LLC**, a Florida Limited Liability Company, authorized to do business in the State of Florida, and having a business address of 27599 Riverview Center Boulevard, Ste. 205, Bonita Springs, FL 34134, FEI No. 61-1898927 ("CM/GC").

WITNESSETH:

WHEREAS, Authority desires to the obtain professional Construction Manager/General Contractor services of CM/GC for various smaller airport construction projects at the Southwest Florida International Airport and Page Field General Aviation Airport in Fort Myers, Florida; and

WHEREAS, CM/GC has submitted Letters of Qualifications seeking to provide those services and represents that it has expertise in the type of professional services required; and

WHEREAS, Authority has conducted a competitive selection process under the terms of the Consultant's Competitive Negotiation Act, Section 287.055, Florida Statutes (the "CCNA") to obtain the professional services described above and on November 7, 2019, the Board of Port Commissioners selected CM/GC to provide those services subject to the negotiation, approval and execution of a written agreement between the parties; and

WHEREAS, the Parties have agreed that CM/GC has been selected as a construction management entity, as that term is used in Section 255.103(2), Florida Statutes, and that this Agreement is intended to be a "Continuing Contract" as described in Section 255.103(4), Florida Statutes and the CCNA.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties agree as follows:

ARTICLE 1 - RECITALS

The recitals set forth above are true and correct and are incorporated into the terms of this Agreement as if set out herein at length.

ARTICLE 2 - SCOPE OF SERVICES

2.1. CM/GC shall provide professional Construction Manager/General Contractor 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 Construction Manager/General Contractor for various tasks and projects and providing the customary services associated therewith.

2.2. CM/GC has represented to Authority that it has expertise in the type of professional services that will be required by the Scope of Services. CM/GC agrees that all services provided by CM/GC under this Agreement will 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 Construction Manager /General Contractor 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 CM/GC becomes aware of any conflicts in these requirements, CM/GC must notify Authority of the conflict in writing and utilize its best professional judgment to resolve the conflict.

ARTICLE 3 - GENERAL CONDITIONS FOR CONSTRUCTION SERVICES

CM/GC and the Authority have negotiated General Conditions for the performance of construction management and general contracting services under this Agreement. These General Conditions are attached hereto and incorporated by reference as Schedule "B". All construction Tasks authorized under this Agreement will be governed by the incorporated General Conditions unless both parties agree to modify, limit, add or delete any General Conditions for a specific Project or Task by the execution of a subsequent Task Authorization or Contract Amendment.

ARTICLE 4 - TERM OF AGREEMENT

The term of this Agreement commences on the date first written above and continues for a term of three (3) years from that date (the "Expiration Date") or the date CM/GC completes, and Authority accepts, any work assigned by a Task Authorization or Contract Amendment issued before the expiration date, whichever occurs last. If a Task

Authorization or Contract Amendment is issued that will require work to continue beyond the Expiration Date, the Task or Contract Amendment may not extend the term of this Agreement for more than six (6) months from the Expiration Date.

ARTICLE 5 - CM/GC'S RESPONSIBILITIES

CM/GC shall:

5.1. Obtain and maintain throughout the term of this Agreement all licenses required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, all licenses required by any governmental agency responsible for regulating and licensing the professional services provided by CM/GC under this Agreement.

5.2. Agree that when services provided under this Agreement relate to professional services that, under Florida law, require a license, certificate of authorization or other form of legal entitlement to practice such services, CM/GC shall employ and/or retain only qualified personnel to provide those services.

5.3. Employ and designate a qualified professional to serve as CM/GC's project manager ("Project Manager"). CM/GC shall designate its Project Manager in writing within five (5) calendar days after receiving an executed original of this Agreement. CM/GC's Project Manager designation shall be executed by the proper officers of CM/GC, and shall acknowledge that the Project Manager will have full authority to bind and obligate CM/GC on all matters arising out of or relating to this Agreement. The Project Manager must be specifically authorized and responsible to act on behalf of CM/GC with respect to directing, coordinating and administering all aspects of the services provided under this Agreement. The CM/CG agrees that the Project Manager must devote whatever time is required to satisfactorily manage all services provided under this

Agreement. The person selected as CM/GC's Project Manager is subject to the prior approval and acceptance of Authority. CM/GC further agrees not to change its designated Project Manager, or the location or duties assigned to the Project Manager, without prior written consent of Authority.

5.4. Agree to promptly remove and replace the Project Manager, or any other personnel employed or retained by CM/GC, including any subconsultant or subcontractor, or any personnel of any subconsultant or subcontractor engaged by CM/GC to provide services under this Agreement, within fourteen (14) calendar days of receipt of a written request from Authority. Authority may make such requests with or without cause.

5.5. Agree to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by CM/GC. The CM/GC shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in such data, studies and other services, work or materials resulting from the negligent act, errors or omissions or intentional misconduct of CM/GC.

5.6. Agree that neither review, approval, nor acceptance by Authority of any data, studies, reports, memoranda, and incidental professional services, work or materials furnished under this Agreement by CM/GC, will in any way relieve CM/GC of responsibility for the adequacy, completeness and accuracy of its services, or the quality of the work and materials provided by CM/GC. Neither the Authority's review, approval or acceptance of, nor payment for, any part of the CM/GC's services, work or materials shall be construed to operate as a waiver of any of the Authority's rights under this

Agreement, or of any cause of action that it may have arising out of the performance of this Agreement.

5.7. If requested by Authority, maintain for the duration of this Agreement a local office in Southwest Florida staffed full-time by CM/GC's Project Manager. The local office must be CM/GC's main place of business, or an independent branch office of CM/GC's business, and not merely the office of a subconsultant or subcontractor providing desk space to the Project Manager.

5.8 Comply with all federal, state and local laws and building requirements. CM/GC shall devote particular attention to complying with Federal Aviation Administration regulations, requirements and Advisory Circulars. The CM/GC shall also comply with all pertinent grant agreements and grant conditions applicable to each Task Authorization or Contract Amendment. Authority shall provide the CM/GC with one copy of any specific and unique grant or regulatory requirements on a task by task basis prior to or concurrent with issuance of any Task Authorization or Contract Amendment.

5.9. Acknowledge that Authority is conducting an ongoing capital improvement program at the Southwest Florida International Airport and continuing renovations and improvements to Page Field General Aviation Airport. Accordingly, CM/GC agrees to coordinate the performance of its services under this Agreement as directed and required by Authority so as not to interfere, disrupt or delay any work at either airport. CM/GC further agrees to coordinate its efforts with Authority's other architects, engineers, designers, contractors, or construction managers.

ARTICLE 6 - RESPONSIBILITY FOR ESTIMATES

6.1. If the CM/GC is required to prepare preliminary or detailed estimates of probable construction cost for any project or portion of a project, CM/GC shall insure that all estimates represent CM/GC's best judgment as a professional familiar with the construction industry.

6.2. When preparing and submitting cost estimates to the Authority, the CM/GC, by exercise of its experience, effort, knowledge and judgment, shall develop cost estimates as are set forth in, or as may be required under this Agreement and shall be held accountable for the accuracy, completeness, and correctness of any and all cost estimates.

6.3. A Construction Cost Estimate for purposes of this Agreement is an estimate prepared on the basis of well-defined engineering/architectural data and on detailed information set forth in specifications, designs or drawings which are to be used as a basis for obtaining bids or price proposals for constructing a project. A Construction Cost Estimate may be used for such purposes as, but not limited to, the following: budgeting; obtaining, allocating or obligating funds for a project; and evaluating or determining the reasonableness and acceptableness of bids or price proposals for construction projects. CM/GC will not be required to guarantee that bids or negotiated prices will not vary from any estimate of probable construction cost prepared or agreed to by CM/GC.

If, in response to a solicitation, the CM/GC receives less than three bids or priced proposals for a project, there is the potential that such bids or price proposals may not be a realistic representation of the costs expected to be associated with the Project. If under such circumstances, and if in the professional judgment of the CM/GC, the low bid or the

low price proposal received from a responsive bidder or proposer does not realistically represent the costs associated with the project, the CM/GC may recommend the Authority reject any such bid(s) or price proposal(s).

ARTICLE 7 - ADDITIONAL SERVICES OF CM/GC

Additional Services refer to professional services requested by Authority that are not specifically set out in the Scope of Services.

Additional Services may include, but are not limited to:

7.1. Services resulting from significant changes in the general scope, extent or character of any assignment including, but not limited to, changes in size, complexity, Authority's schedule or character of construction; or that are due to any causes beyond CM/GC's control and fault.

7.2. Services during out-of-town travel required of CM/GC and as directed by Authority, other than visits to a Project site or to Authority's offices.

7.3. Preparing to serve or serving as a witness for Authority in any litigation, or other legal or administrative proceeding, involving any assignment (except for assistance in any litigation or other legal or administrative proceeding, involving any assignments that are included as part of the services to be provided herein).

7.4. Additional services rendered by CM/GC in connection with any assignment, not otherwise provided for in this Agreement or not customarily furnished in accordance with generally accepted Construction Manager/General Contractor services practice.

Any additional services may be authorized only by a written amendment to this Agreement that is signed by both parties prior to commencement of any additional services. Any additional services agreed to by the parties will constitute a continuation of

the professional services requested under this Agreement and will be provided and performed in accord with the terms of this Agreement and any amendment to this Agreement.

Any amendment shall describe: (1) the scope of the additional services requested; (2) the basis of compensation; and (3) the period of time or performance schedule for completion of the additional services.

ARTICLE 8 - AUTHORITY'S RESPONSIBILITIES

Authority shall:

8.1. Designate in writing a project manager to act as Authority's representative with respect to the issuance of Task Authorizations or Contract Amendments for services rendered under this Agreement ("Authority Project Manager"). The Authority Project Manager, Executive Director, Deputy Executive Director - Development or the Development Division Director shall have authority to execute Contract Amendments, Task Authorizations, and any modifications or changes to CM/GC's (1) scope of services; (2) time of commencement or delivery of services; or (3) compensation related to services required under any Contract Amendment or Task Authorization. The Authority Project Manager shall have authority to transmit instructions, receive information, and interpret and define Authority's policies and decisions with respect to CM/GC's services under this Agreement. The Authority Project Manager shall review and make appropriate recommendations on all requests submitted by CM/GC for payment for services.

8.2. The Authority Project Manager is not authorized to, and shall not, issue any verbal orders or instructions to CM/GC that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) scope of services

provided and performed by CM/GC hereunder; (2) the time CM/GC is obligated to commence and complete all such services; or (3) the compensation Authority is obligated or committed to pay CM/GC.

8.3. Provide all criteria and information requested by CM/GC as to Authority's requirements for any project or task, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and budgetary limitations.

8.4. Make available to CM/GC, upon request, all available information in Authority's possession pertinent to any Contract Amendment or Task Authorization, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data concerning design or construction of a project.

8.5. Arrange access, in accord with Authority's security regulations, for CM/GC to enter any Project site to perform services. CM/GC acknowledges that Authority may provide such access during times that are not the CM/GC's normal business hours.

8.6. Notify CM/GC of any defects or deficiencies in services rendered by CM/GC.

ARTICLE 9 - CONTRACT AMENDMENTS, TASK AUTHORIZATIONS AND TIME FOR COMPLETION OF SERVICES

9.1. CM/GC shall not commence work under this Agreement until it receives a written Contract Amendment or Task Authorization.

9.2. All tasks outlined in the Agreement are contingent upon execution of a Task Authorization Form. The Board of Port Commissioners' approval and execution of this Agreement does not commit the Authority to the expenditure of any federal, state, local

or Authority funds for any service listed in this Agreement. Only by execution of a Contract Amendment and subsequent Task Authorization is the expenditure of funds authorized and committed. CM/GC and Authority understand, recognize and agree that there is no presumption of funding availability, authorization to work or commitment for future work, until an appropriate Contract Amendment or Task Authorization is executed by both parties. Tasks may be authorized in whole or in part.

9.3. If CM/GC is obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of CM/GC, and not due to its own fault or neglect, including but not restricted to: acts of God or of public enemies, acts of government or of Authority, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then CM/GC shall notify the Authority in writing within seventy-two (72) hours after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which CM/GC may have had to request a time extension.

9.4. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of CM/GC's services from any cause whatsoever, including those for which Authority may be responsible in whole or in part, shall relieve CM/GC of its duty to perform services or give rise to any right to damages or additional compensation from Authority. CM/GC's sole remedy against Authority will be the right to seek an extension of time to the approved schedule for the specific Task affected by the delay, except that the CM/GC may request, and Authority may approve, subject to Authority's sole discretion, reimbursement of CM/GC's direct costs strictly related to the applicable Task and resulting from such interruption, interference, inefficiency,

suspension or delay. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

9.5. If CM/GC fails to commence, provide, perform or complete any of the services to be provided hereunder in a timely and diligent manner, in addition to any other rights or remedies available to Authority hereunder, Authority at its sole discretion and option may withhold any and all payments due and owing to CM/GC until such time as CM/GC resumes performance of its obligations in such a manner so as to establish to Authority's satisfaction that CM/GC's performance is or will shortly be back on schedule.

ARTICLE 10 - COMPENSATION AND METHOD OF PAYMENT

10.1. Authority will pay CM/GC for all authorized and completed services provided by CM/GC under this Agreement and as set forth in the individual Contract Amendments or Task Authorizations executed by the parties, based on the Fee Schedule set out in Schedule "C", "Basis of Compensation," which is attached hereto and incorporated by reference. CM/GC will be compensated on either a lump-sum basis on completion of a particular Task or over the course of CM/GC's services for Work in Progress, based on a monthly statement of services as follows:

(1) Lump Sum - Upon completion of all work performed on a particular project or task and upon Authority's acceptance of CM/GCs' work, Authority will pay CM/GC a lump sum as specified in the Task Authorization or Contract Amendment.

Lump Sum Fees are negotiated, understood and agreed to include all direct and indirect labor costs, personnel related costs, overhead and administrative costs, costs of subcontractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be

performed, provided or furnished by the CM/GC as may be required or necessary to complete each and every task set forth in the Scope of Professional Services, or as may be set out in subsequent Contract Amendments or Task Authorizations agreed to in writing by both parties to this Agreement.

The parties acknowledge that lump sum fees are negotiated based on their best estimate of the amount of personnel time and the cost of materials and general conditions required to complete a specific Project or Task.

If this Agreement is terminated or CM/GC's services are suspended prior to completion of a Task or Project, CM/GC shall not be entitled to claim the entire Lump Sum payment, but will be compensated as set out in Section 10.4 - 10.6 below, as appropriate.

(2) Work in Progress - Monthly Invoice Statements - CM/GC may submit an invoice statement each calendar month covering services rendered and completed during the preceding calendar month. CM/GC's invoice(s) statement must be itemized to correspond to the basis of compensation as set forth in the Task Authorization or Contract Amendment, expressed as a percentage of the total work completed and to be performed under that Task Authorization or Contract Amendment.

Authority will review each Monthly Invoice Statement to determine whether the requested CM/GC Fees accurately account for the work completed to date and the remaining professional services scope of work and the remaining schedule of subcontractor work required to complete the assigned Task or Project. If Authority determines that the time and costs invoiced does not reflect the negotiated CM/CG

professional services scope of work and the current project schedule, the Authority may reduce the amount of the invoice paid accordingly.

(3) Not-To-Exceed Fee(s) - When all, or any portion, of the CM/GC's compensation for performing services required in the Scope of Services or any Contract Amendment or Task Authorization, is established on a Not-to-Exceed (N.T.E.) amount basis, it is mutually understood and agreed that the compensation for each Completed Task shall be made on the following basis:

a. For the actual hours required and expended by the CM/GC's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in Schedule "C" to this Agreement; and

b. For the actual required and expended non-personnel reimbursable expenses and costs, multiplied by the applicable charge for each item as set forth in Schedule "C-1", "Non-Personnel Reimbursable Expenses and Costs", attached and incorporated by reference; and

c. With the understanding and agreement that the Authority will pay the CM/GC for all costs and expenses within the established Not-to-Exceed amount for each Task or Sub-Task, subject to the CM/GC presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto, to show evidence satisfactory to the Authority covering all such costs and expenses; and

d. With the understanding and agreement that the CM/GC's invoices and all payments to be made for all Not-to-Exceed amounts is subject to the review, acceptance and approval of the Authority; and

e. With the understanding and agreement that when the CM/GC's compensation is established on a Not-to-Exceed basis for a specific Task(s) or Sub-Task(s) the total amount of compensation to be paid the CM/GC to cover all personnel costs, non-personnel reimbursable expenses and costs, and any subcontractor costs for any such specific Task(s) or Sub-Task(s) shall not exceed the amount of the total Not-to-Exceed compensation established and agreed to for each specific Task(s) or Sub-Task(s).

10.2. Timing of Payments - Authority will issue payment to CM/GC within the time frame set by Section 218.735, F.S. after receipt of either a lump-sum invoice or a monthly invoice for work in progress in an acceptable form and containing the requested breakdown and detailed description and documentation. If Authority objects or takes exception to the amount of any CM/GC invoice, Authority shall notify CM/GC in writing of such objection or exception in the time frame set out in Section 218.735, F.S. If such objection or exception remains unresolved at the end of the statutory period, Authority shall withhold the disputed amount and make payment to CM/GC of all amounts not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

10.3. Delayed Payments - Failure by CM/GC to follow the instructions set out above shall result in an unavoidable delay in payment by Authority.

10.4. Payment When Services Are Terminated at the Convenience of the Authority

If this Agreement is terminated for the convenience of the Authority, the Authority shall compensate the CM/GC for: (1) all services performed prior to the effective date of

termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the CM/GC in effecting the termination of services and work, and incurred by the submittal to the Authority of any project documents.

10.5. Payment When Services Are Suspended

In the event the Authority suspends the CM/GC's services or work on all or part of the services required by this Agreement, the Authority shall compensate the CM/GC for all services performed prior to the effective date of suspension and any reimbursable expenses then due along with any reasonable expenses incurred or associated with, or incurred as a result of the suspension.

10.6. Non-Entitlement to Anticipated Fees in the Event of Service Termination, Suspension, Elimination, Cancellation and/or Decrease in Scope of Services

If services required under this Agreement are terminated, canceled, or decreased due to: (1) termination; (2) suspension in whole or in part; or (3) are modified by the subsequent issuance of Amendment(s) and/or Supplemental Agreement(s) to this Agreement; the CM/GC shall not be entitled to receive compensation for anticipated fees; profit, general and administrative overhead expenses or any other anticipated income or expense which may be associated with the services that are terminated, suspended, eliminated, canceled or decreased.

10.7. Cross-Utilization of Funds - The CM/GC may cross-utilize funds from the various assigned Tasks to accomplish the overall purpose and goal of this Agreement provided CM/GC has obtained prior written approval from the Authority. The Authority shall review the need for the request and the impact on other assigned Tasks. In doing so, the Authority retains the authority to delete any Task outlined in the Scope of Services.

ARTICLE 11 - FAILURE TO PERFORM

If CM/GC fails to commence, perform or complete any of the services and work required under this Agreement in a timely and diligent manner, the Authority may consider the failure as cause to terminate this Agreement. As an alternative to termination, the Authority may, at its option, withhold any or all payments due and owing to the CM/GC, not to exceed the amount of the compensation for the work in dispute, until the CM/GC resumes performance of its obligations in accordance with the time and schedule of performance requirements set forth in this Agreement.

ARTICLE 12 - PUBLIC RECORDS

CM/GC acknowledges that any information concerning its services may be exempt from disclosure under the Florida Public Records Law as follows:

(1) Airport Security Plans - The Southwest Florida International Airport security plan, and other critical operational materials designated by the Authority, are exempt from disclosure as public records under Section 331.22, Florida Statutes (2001).

These materials include, but are not limited to, any photograph, map, blueprint, drawing, or similar material that depicts critical operational information that the Authority determines could jeopardize airport security if generally known.

(2) Building Plans - CM/GC further acknowledges that Section 119.07(3)(b)1, Florida Statutes, exempts building plans, blueprints, schematic drawings, and diagrams depicting internal layouts and structural elements of a public building from the disclosure requirements of the Florida Public Records Law.

(3) Airport Security Systems - Section 281.301, Florida Statutes, exempts information relating to the security systems for any property owned by or leased to the

Authority; and information relating to the security systems for any privately-owned or leased property which is in Authority's possession, including all records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to or revealing such systems or information, and all meetings relating directly to or that would reveal such systems or information, are confidential and exempt from disclosure.

Section 119.071(3)(a)1. and 2., Florida Statutes, reiterates the security system exemption and expands upon it to include threat assessments; threat response plans; emergency evacuation plans; shelter arrangements; security manuals; emergency equipment; and security training as confidential and exempt from disclosure.

CM/GC agrees not to divulge, furnish or make available to any third person, firm or organization, without Authority's prior written consent, or unless incidental to the proper performance of CM/GC's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any confidential or exempt information concerning the services to be rendered by CM/GC hereunder. CM/GC shall require all of its employees, agents, and subcontractors to comply with the provisions of this Article.

ARTICLE 13 - PUBLIC RECORDS - COMPLIANCE WITH SECTION 119.0701,

FLORIDA STATUTES

To the extent Operator is "acting on behalf" of Authority in providing services under this Agreement, Operator specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and will:

- 13.1 Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services required under this Agreement;
- 13.2 Upon request from the Authority, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 13.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 13.4 Meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of Operator upon termination of this Agreement 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 Authority in a format that is compatible with the information technology system of the Authority.

IF THE OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (239) 590-4504, 11000 TERMINAL ACCESS ROAD, STE. 8671, FORT MYERS, FL 33913, PUBLICRECORDS@FLYLCPA.COM, [HTTPS://FLYLCPA.COM/PUBLICRECORDSREQUEST](https://FLYLCPA.COM/PUBLICRECORDSREQUEST).

ARTICLE 14 - OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports and other technical data, other

than working papers, prepared or developed by CM/GC under this Agreement shall be delivered to and become the property of Authority. CM/GC may retain copies thereof for files and internal use.

ARTICLE 15 - MAINTENANCE OF RECORDS

CM/GC will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by CM/GC for a minimum of five (5) years from the date of expiration or termination of this Agreement or the date all work under this Agreement is complete, whichever is later. Authority, the FAA, the Comptroller General of the United States or any duly authorized agent or representative of any of them shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the period of five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours.

ARTICLE 16 - INDEMNIFICATION

16.1. CM/GC shall indemnify, hold harmless and defend Authority and Lee County, Florida, and their respective Boards of Commissioners, officers, agents and employees, from and against any liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, that may be made or brought hereafter by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CM/GC, or anyone employed or utilized by CM/GC in the performance of this Agreement, except where such claims or damages result from the gross negligence or willful, wanton or intentional misconduct of Authority, Lee County

or their respective Boards of Commissioners, officers, agents or employees. This obligation will survive termination of the Agreement and acceptance of the services provided under this Agreement and payment therefore by Authority.

16.2. With respect to and in consideration for the indemnifications provided by CM/GC in paragraph 16.1 above, Authority agrees to pay to CM/GC ten percent (10%) of the total compensation paid to CM/GC under this Agreement, the sufficiency and receipt of which is hereby acknowledged.

ARTICLE 17 - INSURANCE

During the term of this Agreement, CM/GC shall provide, pay for, and maintain, with companies satisfactory to Authority, the types of insurance described herein. Promptly after execution of this Agreement by both parties, the CM/GC must obtain the insurance coverages and limits as set out below. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida.

The Authority reserves the right to reject insurance written by an insurer it deems unacceptable because of poor financial condition or other operational deficiency. All insurance must be placed with insurers who are duly licensed, or authorized to do business within the State of Florida, and with an A.M. Best Rating of not less than A-VII. Regardless of this requirement, Authority in no way warrants that the required minimum insurer rating is sufficient to protect the CM/GC from potential insurer insolvency.

All policies of insurance shall contain provisions that advance written notice shall be given to Authority's Risk Manager of any cancellation, intent not to renew, material change or alteration, or reduction in the policies' coverages, except in the application of

the Aggregate Limits provision of any policy. If there is a reduction in the Aggregate Limit of any policy, CM/GC shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. If there is a cancellation, Provider agrees to obtain replacement coverage as soon as possible.

The acceptance by Authority of any Certificate of Insurance evidencing the insurance coverages and limits required in this Agreement does not constitute approval or agreement by Authority that the insurance requirements have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the requirements of this Agreement.

All of CM/GC's insurance coverages shall be primary and non-contributory to any insurance or self-insurance program carried by Authority and applicable to work under this Agreement and shall include waiver of subrogation in favor of Authority.

No work shall commence on any Task assigned under this Agreement unless and until the required Certificates of Insurance are received and approved by Authority.

17.1. INSURANCE REQUIRED

Before starting and until acceptance of any work by Authority, CM/GC shall procure and maintain insurance of the types and to the limits specified in paragraphs 17.2.1 through 17.2.4, inclusive below. All liability insurance policies obtained by CM/GC to meet the requirements of this Agreement, other than Worker's Compensation and Employer's Liability and Professional Liability policies, shall name Authority as an additional insured as to the operations of CM/GC under the Contract Documents and shall contain the severability of interests provisions.

17.2. COVERAGES

The amounts and types of insurance described below are the minimum requirements and are not intended to limit the Authority's access to additional coverage if more coverage is available. All amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) forms and endorsements or broader where applicable:

17.2.1. Professional Liability Insurance - When required by Authority, CM/GC shall maintain professional liability insurance insuring its legal liability arising out of the performance of professional services under this Agreement. Such insurance shall have limits of not less than \$2,000,000,00. CM/GC must continue this coverage for a period of not less than five (5) years after completion of its services to Authority. CM/GC shall promptly submit a Certificate of Insurance providing for an unqualified written notice to Authority of any cancellation of coverage or reduction in limits, other than the application of the Aggregate Limits provision.

If the professional liability insurance is written on a claims-made basis, CM/GC warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

17.2.2. Commercial General Liability Insurance - CM/GC shall maintain commercial general liability insurance. Coverage shall include, but not be limited to, Bodily Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations, and XCU Coverages. If CM/GC

provides any construction work, it must also include Products & Completed Operations, with the Completed Operations Coverage maintained for any project under this Agreement and then for not less than five (5) years following completion and acceptance of the work by Authority. Limits of coverage shall not be less than the following for Bodily Injury, Property Damage and Personal Injury Combined Single Limits:

General Aggregate	\$4,000,000.00
Products - Completed Operations Aggregate	\$2,000,000.00
Personal and Advertising Injury	\$2,000,000.00
Each Occurrence Combined Single Limit	\$2,000,000.00

Builder's Risk, Environmental Compliance and Contractor's Equipment insurance (including rental equipment) may also be required on a project by project basis. Builder's Risk coverage shall equal the estimated construction cost of the Project or Task. If the General Liability insurance required herein is issued or renewed on a "claims made" form, as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of any Task under this Agreement and shall provide that in the event of cancellation or non-renewal the discovery period for insurance claims (Tail Coverage) shall be unlimited.

17.2.3. Automobile Liability Insurance shall be maintained by CM/GC as to ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury and Property Damage Liability \$2,000,000.00 Combined Single Limit

17.2.4. Worker's Compensation and Employers Liability Insurance shall be maintained by CM/GC during the term of this Agreement for all employees engaged in

the work under this Agreement, in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than:

Worker's Compensation	Florida Statutory Requirements
Employer's Liability	
Each Accident	\$1,000,000.00
Disease Each Employee	\$1,000,000.00

17.2.5. Certificates of Insurance CM/GC must provide evidence of the required insurance coverage using Authority's Certificate of Insurance, or similar form acceptable to Authority's Risk Manager, to verify coverages. The Certificate of Insurance must be completed on a "sample only" basis by CM/GC's insurance representatives and must be submitted for Authority's review as to acceptability. Upon acceptance, the Certificates must be signed by an Authorized Representative of the insurance company/companies shown on the Certificates with proof that he or she is an authorized representative thereof. In addition, copies of all insurance policies shall be provided to Authority, on a timely basis, if requested by Authority. If any insurance provided under this Agreement will expire prior to the completion of the services provided under this Agreement, renewal Certificates of Insurance on an acceptable form and copies of the renewal policies, if requested by Authority, must be furnished to Authority's Risk Manager at least thirty (30) days prior to the date of expiration.

17.2.6. Subcontractor Coverage - For each of the insurance coverages listed above Authority may require the CM/GC's subcontractors to carry identical coverages in the same amounts listed in the earlier sections.

17.2.7. Failure to Maintain Insurance Coverage - If CM/GC does not maintain the insurance coverages required by this Agreement, Authority may cancel the

Agreement or at its sole discretion be authorized to purchase such coverages and charge CM/GC for the coverages purchased. Authority shall be under no obligation to purchase insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Authority to purchase insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.

ARTICLE 18 - SERVICES BY CM/GC'S OWN STAFF

Services to be performed under this Agreement must be performed by CM/GC's own staff, unless otherwise authorized in writing by Authority.

ARTICLE 19 - WAIVER OF CLAIMS

CM/GC's acceptance of final payment will constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against Authority for services rendered under this Agreement, except those previously made in writing and identified by CM/GC as unsettled at the time of the final payment. Neither the acceptance of CM/GC's services nor payment by Authority shall be deemed to be a waiver of any of Authority's rights against CM/GC.

ARTICLE 20 - AIRPORT SECURITY REQUIREMENTS

CM/GC acknowledges that the Authority is subject to strict federal security regulations limiting access to secure areas of the airport and prohibiting violations of the adopted Airport Security Program. CM/GC may need access to these secure areas to complete the work required by this Agreement.

CM/GC therefore agrees, in addition to the other indemnification and assumption of liability provisions set out above, to indemnify and hold harmless the Authority and Lee County, Florida, and their respective commissioners, officers and employees, from any

duty to pay any fine or assessment or to satisfy any punitive measure imposed on the Authority or Lee County, Florida by the FAA or any other governmental agency having jurisdiction for breaches of security rules and regulations by CM/GC, its employees, agents, subcontractors, or invitees.

CM/GC further acknowledges that its employees, agents, and subcontractors may be required to undergo background checks and take Airport Security and Access Procedures ("S.I.D.A.") training before receiving an Airport Security Identification Badge.

Immediately upon the completion of any work requiring airport security access under this Agreement, or upon the resignation or dismissal or conclusion of any work justifying airport security access to any employee, agent, subcontractor, or invitee of the CM/GC, CM/GC shall notify the Airport's Police Department that the CM/GC's access authorization or that of any of CM/GC's employees, agents, subcontractors, or invitees has changed. CM/GC will confirm that notice, by written confirmation on company letterhead, within twenty-four (24) hours of providing initial notice to the Airport's Police Department.

Upon termination of this Agreement, or the resignation or dismissal of any employee or agent, or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the CM/GC, CM/GC shall surrender any Airport Security Identification Badge held by the CM/GC or by CM/GC's employees, agents, subcontractors, or invitees. Should CM/GC fail to surrender these items within five (5) days, the CM/GC shall be assessed a fee of Twenty-Five Dollars (\$25.00) per identification badge not returned. This fee will be billed to the CM/GC or deducted from any money owing to the CM/GC, at the Authority's discretion.

ARTICLE 21 - PAYMENT AND PERFORMANCE GUARANTIES

During the term of this Agreement CM/GC will maintain payment and performance bonding capacity sufficient to bond not less than one hundred percent (100%) of the aggregate workload assigned to CM/GC at any given time by outstanding Task Authorizations or Contract Amendments. Such bonding capacity must be maintained without contingencies requiring bonding of subcontractors.

Bonding requirements for specific Tasks shall be set by Authority on a Task-by-Task basis. Unless specifically waived in writing by the Authority pursuant to Florida Law, CM/GC will be required to post separate performance and payment bonds in the amount of one hundred percent (100%) of the estimated construction cost of any Task where CM/GC will provide general contracting services and otherwise fully comply with the requirements of Section 255.05, Florida Statutes. Bonds must be provided from a surety licensed to do business in the State of Florida and maintaining an A.M. Best Company Rating not less than A, XV.

ARTICLE 22 - TERMINATION OR SUSPENSION

22.1. CM/GC shall be considered in material default of this Agreement and such default will be considered cause for Authority to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under any Task Authorization or Contract Amendment, or (b) failure to properly and timely perform the services as directed by Authority as provided for in the Agreement, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by CM/GC, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the

terms or spirit of this Agreement, or (f) for any other just cause. Authority may terminate this Agreement, in whole or in part, by giving CM/GC seven (7) calendar days written notice.

22.2. If, after notice of termination of this Agreement, it is determined for any reason that CM/GC was not in default, or that its default was excusable, or that Authority was not entitled to the remedies against CM/GC provided herein, then CM/GC's remedies against Authority shall be the same as and limited to those afforded CM/GC under paragraph 22.3. below.

22.3. Authority shall have the right to terminate this Agreement, in whole or in part, without cause upon thirty (30) calendar days written notice to CM/GC. In the event of such termination for convenience, CM/GC's recovery against Authority shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by CM/GC that are directly attributable to the termination, but CM/GC shall not be entitled to any other or further recovery against Authority, including, but not limited to, anticipated fees or profits on work not required to be performed.

22.4. Upon termination, CM/GC shall deliver to Authority all original papers, records, documents, drawings, models, and other materials set forth and described in this Agreement.

22.5. Authority shall have the power to suspend all or any portions of the services to be provided by CM/GC hereunder upon giving CM/GC two (2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered

hereunder are so suspended, CM/GC's sole and exclusive remedy shall be an extension of time to its schedule.

ARTICLE 23 - TERMINATION UNDER SECTION 287.135, F.S.

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 CM/GC is found to have submitted a false certification under Section 287.135(5), F.S., 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 is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

ARTICLE 24 - SECURING AGREEMENT

CM/GC warrants that CM/GC has not employed or retained any company or person, other than a bona fide employee working solely for CM/GC, to solicit or secure this Agreement and that CM/GC has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CM/GC, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

CM/GC shall sign the Truth-In-Negotiation Certificate attached hereto and made a part hereof as Schedule "D". The original Agreement price and any additions thereto shall be adjusted to exclude any sums by which Authority determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

ARTICLE 25 - CONFLICT OF INTEREST

25.1. - Conflict of Interest - Clients - The Authority desires to avoid any real or perceived conflict of interest in obtaining CM/GC's services during the term of this Agreement. CM/GC therefore agrees not to perform work for any third party related to development of the Southwest Florida International Airport or Page Field General Aviation Airport, nor perform work related to any property directly abutting either Airport boundary or the boundaries of the Airport Mitigation Park, within the Runway Protection Zone of either Airport, or within the Southwest Florida International Airport Noise Overlay Zone.

CM/GC represents that it presently has no interest and shall acquire no interest, during the term of this Agreement, either direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. CM/GC further agrees that no person having any such interest shall be employed or engaged by CM/GC for said performance.

If CM/GC, for itself and on behalf of its subcontractors, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by CM/GC or such subcontractor under this Agreement, then it will promptly bring such potential conflict of interest to Authority's attention, in writing. Authority will advise CM/GC, in writing, within ten (10) calendar days as to the period of time required by Authority to determine if such a conflict of interest exists. If Authority determines that there is a conflict of interest, CM/GC or such subcontractor shall decline the representation upon written notice by Authority.

If Authority determines that there is no conflict of interest, then Authority will give its written consent to the proposed representation. If CM/GC or a subcontractor accepts

any representation without obtaining Authority's prior written consent, and if Authority subsequently determines that there is a conflict of interest between that representation and the work being performed by CM/GC or a subcontractor under this Agreement, then CM/GC or such subcontractor agrees to promptly terminate the representation. CM/GC shall require each of its subcontractors to comply with the provisions of this Article.

If CM/GC fails to advise or notify Authority as provided hereinabove of representation which could, or does, result in a conflict of interest, or if CM/GC fails to discontinue such representation when requested, Authority may consider such failure as justifiable cause to terminate this Agreement.

25.2. Conflict of Interest - Projects - If CM/GC or any subcontractor is requested by Authority to prepare any early analysis, concept study, preliminary design, cost estimate, project schedule, etc. for a project and the estimated construction cost of that project is expected to exceed the statutory threshold for competitive solicitations (currently \$2 million) the CM/GC and any subcontractor will be prohibited from pursuing any future solicitation or contracting with another firm, as a prime consultant or subconsultant, for that same project. The CM/GC may not decline any work assigned by the Authority under this Agreement because of this restriction. As identified in the Request for Letters of Qualification, CM/GC acknowledges and accepts that all work that is potentially funded with any federal funds will be awarded to the top ranked firm as previously determined during the competitive selection process.

ARTICLE 26 - NOTICES AND ADDRESS OF RECORD

26.1. All notices required or made under this Agreement to be given by either party to the other shall be in writing and shall be delivered by hand or by United States

Postal Service, first class mail service, postage prepaid, and addressed to the following addresses of record:

Lee County Board of Port Commissioners
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913

ATTENTION: Mark R. Fisher, Deputy Executive Director - Development

Gates Group, LLC
27599 Riverview Center Blvd., Ste. 205
Bonita Springs, FL 34134

ATTENTION: Todd E. Gates, Manager

26.2. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

ARTICLE 27 - NO THIRD PARTY RIGHTS

Nothing contained in this Agreement shall create a contractual relationship with a third party, or any duty, obligation or cause of action in favor of any third party, against either the Authority or CM/GC.

Services performed by CM/GC under the Agreement are solely for the benefit of the Authority. This Agreement shall not be construed to create any contractual relationship between CM/GC and any third party. It is the intent of the parties that there be no third party beneficiaries to this Agreement. The fact that the Authority may enter into other agreements with third parties that give CM/GC and Authority the right to observe work being performed by those third parties, shall not give rise to any duty or responsibility on the part of CM/GC in favor of such third parties.

ARTICLE 28 - MISCELLANEOUS

28.1. CM/GC, in representing Authority, shall promote the best interest of Authority and assume towards Authority a fiduciary relationship of the highest trust, confidence, and fair dealing.

28.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

28.3. This Agreement is not assignable, in whole or in part, by CM/GC without the prior written consent of Authority.

28.4. Waiver by either party or a breach of any provision of this Agreement 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 Agreement.

28.5. The headings of the Articles, Sections, Schedules and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Sections, Schedules or Attachments.

28.6. This Agreement, including any Addenda and referenced Schedules and Attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatever on this Agreement.

ARTICLE 29 - NOTICE REGARDING PUBLIC ENTITY CRIMES

Section 287.133(3)(a) (1995) requires Authority to notify CM/GC of the provisions of Section 287.133(2)(a) F.S.

Section 287.133(2)(a) F.S. prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime from:

- A. Contracting to provide goods or services to a public entity.
- B. Submitting a bid on a contract for construction or repair of a public building or public work.
- C. Submitting bids on leases of real property to a public entity.
- D. Being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of \$35,000.00.

The prohibitions listed above apply for a period of thirty-six (36) months from the date a person or an affiliate is placed on the convicted vendor list.

ARTICLE 30 - APPLICABLE LAW

Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules, and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought either in the Florida state courts in Lee County, Florida, or in the United States Federal District Court for the Middle District of Florida, Fort Myers Division. The prevailing party in any suit or action shall be entitled to recover from the other party their reasonable attorneys' fees and court costs.

ARTICLE 31 - PROHIBITED INTERESTS

No member, officer or employee of the Port Authority or of the locality during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

ARTICLE 32 - LOBBYING CERTIFICATION

The Port Authority agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Port Authority, to any person for influencing or attempting to influence any officer or employee of any Federal agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the Port Authority to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Port Authority shall require that the language of this section be included in this award document and any award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ARTICLE 33 - E-VERIFY

CM/GC agrees that it will enroll and participate in the U.S. Department of Homeland Security's E-Verify Program for Employment Verification in accordance with the terms governing use of the Program. The CM/GC further agrees to provide the Authority with proof of enrollment within thirty (30) days of the date of this Agreement. Once enrolled, CM/GC agrees to use the E-Verify Program to confirm the employment eligibility of:

33.1. All persons employed by CM/GC during the term of this Agreement.

33.2. All persons, including subcontractors, assigned by the CM/GC to perform work or provide services under this Agreement.

CM/GC further agrees that it will require each subcontractor performing work or providing services under this Agreement to enroll in and use the U.S. Department of Homeland Security's E-Verify Program for Employment Verification to verify the employment eligibility of all persons employed by the subcontractor during the term of this Agreement.

CM/GC agrees to maintain records of its participation and compliance with the provisions of the E-Verify Program, including participation by its subcontractors as provided above, and to make such records available to the Authority or other authorized state or federal agency consistent with the terms of this Agreement.

Compliance with the terms of this Article 32 is made an express condition of this Agreement, and the Authority may treat failure to comply as a material breach of the Agreement and grounds for immediate termination.

ARTICLE 34 - COVENANTS AGAINST DISCRIMINATION

During the performance of this Agreement, CM/GC, for itself, its assignees and successors in interest agrees as follows:

34.1. Compliance with Regulations. CM/GC shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (the "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

34.2. Nondiscrimination Clause. Pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs in the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, the Restoration Action of 1987, the Florida Civil Rights Act of 1992, and as said Regulations may be amended, the CM/CG must assure that "no person in the United States shall on the basis of race, color, national origin, sex, creed or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," and in the selection and retention of CM/GC, including procurements of materials and leases of equipment.

The CM/GC will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

34.3 General Civil Rights Clause. The CM/GC agrees to comply with pertinent statute, Executive Orders and such rules as are promulgated to ensure that no person

shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the CM/GC and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

34.4. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by CM/GC for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by CM/GC of CM/GC's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

34.5. Information and Reports. CM/GC shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of CM/GC is in the exclusive possession of another who fails or refuses to furnish this information, CM/GC shall so certify to Authority or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

34.6. Sanctions for Noncompliance. In the event of CM/GC's noncompliance with the nondiscrimination provisions of this Agreement, Authority shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to CM/GC under the Agreement until CM/GC complies; and/or

(b) cancellation, termination, or suspension of the Agreement, in whole or in part.

34.7. DBE Policy. It is the policy of the Department of Transportation (the "DOT") that Disadvantaged Business Enterprises ("DBE's") as defined in 49 CFR Part 23 and Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Part 26 apply to this Agreement. The CM/GC agrees to ensure that DBE's as defined in 49 CFR Part 23 and Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, CM/GC shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 and Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts.

34.8. Prompt Payment Requirements. Authority has adopted a DBE Program in compliance with 49 CFR Part 26, therefore, the following requirement will apply to all contracts funded, either wholly or in-part, with DOT financial assistance:

CM/GC agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment CM/GC receives from Authority. CM/GC agrees further to return any retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment beyond these time limits may occur only for good cause following written approval of the delay by Authority. This clause applies to both DBE and non-DBE subcontractors.

34.9. Incorporation of Provisions. CM/GC shall include the provisions of paragraphs 34.1. through 34.8. in every subcontract, including procurements of materials and leases of equipment, unless exempted by the Regulations or directives issued pursuant thereto. CM/GC shall take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event CM/GC becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CM/GC may request Authority to enter into such litigation to protect the interests of Authority and, in addition, CM/GC may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 35 - NONDISCRIMINATION CLAUSE

Pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, the Restoration Action of 1987, the Florida Civil Rights Act of 1992, and as said Regulations may be amended, the Contractor/Consultant must assure that "no person in the United States shall on the basis of race, color, national origin, sex, creed or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," and in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment.

The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the

contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

ARTICLE 36 - GENERAL CIVIL RIGHTS CLAUSE

The Contractor agrees to comply with pertinent statute, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

ARTICLE 37 - AIRPORT IMPROVEMENT PROGRAM (AIP) PROJECTS - FAA

REQUIRED CONTRACT PROVISIONS

Certain services required under this Agreement may encompass projects that are FAA funded by Airport Improvement Program (AIP) grants. Where such grant funding requires the use of specific FAA contract language as a condition of the grant, that contract language will be incorporated into the Task Authorization or Contract Amendment attributable to that project, as appropriate.


ARTICLE 38 - AMENDMENTS OR MODIFICATIONS

No amendment or modification to this Agreement shall be valid or binding upon the parties unless in writing as an Amendment to this Agreement and executed by both parties intended to be bound by it.

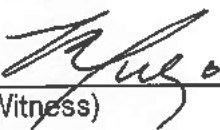
This Agreement shall become effective upon concurrence by the Federal Aviation Administration and/or the Florida Department of Transportation, if required, and otherwise on the date first written above.

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

ATTEST:



(Witness)



(Witness)

CM/GC: GATES GROUP, LLC

By: 

Title: PRESIDENT / CEO

Date: 02.03.2020
(Corporate Seal)

ATTEST: CLERK OF COURTS
LINDA DOGGETT

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

By: _____
Deputy Clerk

By: _____
Chair or Vice Chair

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

By: _____
Port Authority Attorney's Office

FAA APPROVED:

By: _____

FDOT APPROVED:

By: _____

SCHEDULE "A"

SCOPE OF SERVICES

The CM/GC will provide services in conjunction with the operation, maintenance and development of the Southwest Florida International Airport (RSW) and Page Field in Lee County, Florida.

The CM/GC will serve as an extension of staff for a variety of small, medium and large size construction related projects. All services provided under this Agreement will be pursuant to Chapter 255.103 Florida Statutes, as amended, whereby estimated construction costs for each individual project or task does not exceed \$2 million. All work authorized under this Agreement is subject to the following conditions:

- As this is a professional service contract selected under 49 CFR Part 18, direct employees of the CM/GC shall not perform any construction work as identified under F.S. 255 and corresponding regulations.
- CM/GC will participate in the design and procurement process on a project-by-project basis under a preconstruction services Task assigned under this Agreement.
- Upon completion of the design phase for any project, CM/GC will be required to seek competitive bids for all subcontracted construction work with the lowest responsive sub-trade bids awarded, unless good cause can be shown to award the work otherwise, in accordance with Port Authority, state and federal procurement regulations.

CM/GC will be required to manage a variety of projects and subcontractors. A broad range of construction disciplines, analysis and expertise may be needed during the term of this professional services agreement. The specific number and mix of disciplines needed is unknown at this time. The CM/GC will be responsible for all scheduling and coordination and shall generally be responsible for the successful, timely and economical completion of requested projects. Services to be provided are outlined below:

- Management of various subconsultants and subcontractor construction related subcontracts and disciplines.
- Management of numerous project schedules and budgets.
- Management of construction projects, including but not limited to:
 - Contracting with all subcontractors, and material and equipment suppliers necessary to complete each project and soliciting and acquiring competitive bids as required.
 - Providing construction management oversight of various construction work.
 - Providing continuous on-site construction and management services throughout the construction phase of each project.
 - Scheduling and conducting preconstruction and construction progress meetings.
 - Preparing daily project logs and progress schedules.
 - Processing requests for information and negotiating change orders.
 - Overseeing quality assurance, testing and inspection programs to see that they are performed in accordance with the project plans and specifications.
 - Maintaining project controls documentation and administering safety programs.
 - Participating in specialty Port Authority programs (e.g., DBE).
 - Performing constructability reviews/value engineering services.
 - Coordinating with the architect/engineer or design engineer on all design issues.
 - Obtaining all necessary construction permits as needed.

- o Coordinating all subcontractor work for construction projects as deemed necessary to successfully complete each project.

Projects that may require construction and construction management services to be performed by the CM/GC may include, but are not limited to, the following:

- Terminal Building Construction, Expansion, and Demolition
- T-hangar, Hangar, and Maintenance Buildings
- Runway, Aircraft Ramp and Taxiways/Taxilanes
- Site/Utility/Infrastructure/Storm Water Management Improvements
- Exotic Species Removal and Treatment
- Security and IT Improvements
- Fuel Farm Improvements
- Landscaping and Signage Enhancements
- Roadways, Fly-over Bridge Structures and Parking Lots
- Programming and Scheduling
- Cost Estimating and Budgeting
- Database Assistance
- Other services identified in the Port Authority's Capital Improvement Program Update
- Any services needed to accomplish the development goals of the Port Authority

SCHEDULE "B"

GENERAL CONDITIONS

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ARTICLE 1 - GENERAL CONDITIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Construction Phase Contract Documents consist of the Professional Services Agreement between Owner and Construction Manager/General Contractor (CM/GC), (hereinafter referred to as the Agreement) and the Project Manual, these General Conditions, the Project Information Sheet, Supplementary General Conditions, Drawings, Technical Specifications, Addenda, CM/GC procurement certification letters, payment and performance bonds and insurance, Task Authorizations, Contract Amendments and Field Directives. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as the CM/GC's bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms or portions of Addenda relating to bidding requirements) and other documents that may form agreements between the CM/GC and any subcontractor or material supplier used in the Work.

1.1.2 THE CONTRACT

The Contract Documents form the contract for Professional Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Contract Amendment. The Contract shall not be construed to create a contractual relationship of any kind between the Architect/Engineer (A/E) and the CM/GC, or between the Owner and a subcontractor, sub-subcontractor, material supplier or between any persons or entities other than the Owner and CM/GC.

1.1.3 CONTRACT AMENDMENTS

A Contract Amendment is a written modification to the Contract signed by both parties.

1.1.4 THE WORK

The term "Work" means all construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the CM/GC to fulfill the CM/GC's obligations. The Work may constitute the whole or a part of the Project.

1.1.5 THE PROJECT

The Agreement has been entered between Owner and CM/GC to obtain CM/GC's professional services for the Project described in the Agreement and includes the Scope of Work under the Contract Documents, authorized through Contract Amendments and Task Authorizations by the Owner.

PROJECT MANUAL

The Project Manual is that portion of the Contract Documents consisting of the Project Information Sheet, Project Insurance Requirements, General Conditions, Supplementary General Conditions, Technical Specifications, CM/GC contract requirements, and all other pertinent information to perform the Work.

1.1.6 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.7 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

1.1.8 OWNER

The Owner is the "Lee County Port Authority Board of Port Commissioners," also referred to in the Contract Documents as "Lee County Port Authority," or "Port Authority."

1.1.9 CONSTRUCTION MANAGER/GENERAL CONTRACTOR

The CM/GC is the person, authorized representative, or entity with whom the Owner has contracted and who is liable for the acceptable performance of the Work contracted and for the payment of all debts pertaining to the Work, who acts directly or through lawful agents and is responsible for administering and inspecting the Work as set forth in the Contract as well as coordinating the Work with the work of other contractors at the Project site.

1.1.10 ARCHITECT/ENGINEER (A/E)

The Architect/Engineer ("A/E") is the person, authorized representative or entity, singular or plural, engaged by the Owner to provide architectural or engineering services relevant to the Project as the architect/engineer of record. The term "A/E" may refer to one or several parties or any of their authorized representatives. The A/E is referred to throughout the Contract Documents as if singular in number. The A/E is also the entity performing architectural or engineering services during the Construction Phase of the Work (Construction Administration).

1.2 EXECUTION, CORRELATION AND INTENT OF CONTRACT AMENDMENTS

1.2.1 Contract Amendments shall be signed by the Owner and CM/GC as provided in the Contract. The CM/GC shall sign the Contract Amendment, and return the signed Contract Amendment to the Owner, along with all required proofs of insurance, performance and payment bonds, and Bidders List Data within fifteen (15) days from the date the Contract Amendment is delivered to the CM/GC, if required.

1.2.2 Failure of the CM/GC to execute the Contract Amendment or furnish the required proofs of insurance and acceptable bonds within the fifteen (15) day period shall be just cause for termination of the Contract.

1.2.3 Execution of a Contract Amendment by the CM/GC is a representation that the CM/GC has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated personal observations with requirements of the Contract Documents.

1.2.4 The Owner reserves the right to cancel the award of any Contract Amendment without incurring liability to the CM/GC at any time before a Contract Amendment has been fully executed by all parties, approved by the Owner and an executed copy of the Contract Amendment delivered to the CM/GC.

1.2.5 The intent of the Contract Documents is to include all information necessary for the proper execution and completion of the Work by the CM/GC. The Contract Documents are complimentary, and what is required by one portion or section shall be as binding as if required by all. All minor details of work that are not shown in the Contract Documents, but that are reasonably inferable as necessary for the proper completion of the Work, are incidental matters and are included within the Work. The CM/GC shall not receive any additional compensation for performing any such incidental matters. Organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the CM/GC in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.

1.3 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

1.3.1 All Drawings, Specifications and other documents prepared by the A/E are and shall remain the property of the Owner, and the Owner shall retain all common law, statutory and other reserved rights with respect thereto. They shall not be used on any other project without the prior written consent of the Owner, and the CM/GC shall take such action as may be necessary to prevent their use on any other project or for additions to the Project outside the scope of the Work by any subcontractor or material and equipment supplier. The CM/GC, subcontractors, and material and equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the A/E that are appropriate to and for use in the execution of their Work under the Contract. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the A/E. Submittals or distributions necessary to meet official regulatory requirements or for other purposes relating to completion of the Project are not to be construed as a publication in derogation of the Owner's copyright or other reserved rights.

1.4 INTERPRETATION

1.4.1 In the interest of brevity, the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.4.2 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.5 ORDER OF PRECEDENCE

1.5.1 Order. If there is an irreconcilable, direct conflict between Contract Documents, the order of precedence for the Contract Documents shall be as follows:

- .1 Contract Amendments
- .2 The Professional Services Agreement between Owner and CM/GC
- .3 Project Manual
- .4 Owner and CM/GC General Conditions
- .5 Supplementary General Conditions
- .6 Drawings and Technical Specifications:
 - A. Drawings take precedence over Specifications as to quantity and location. Specifications take precedence over Drawings as to quality of material and workmanship.
 - B. If there is a discrepancy between the measured dimensions and the written dimensions on a Drawing, the written dimensions shall take precedence.
 - C. Detail Drawings shall take precedence over related general Drawings. Where a portion of the Work is detailed or drawn out, such portion shall apply to all like portions of the Work.
 - D. Large-scale drawings of small-scale drawings take precedence over the small-scale drawing.
- .7 Lump Sum Schedule contained in the CM/GC's Bids.
- .8 Instructions to Bidders and all portions thereof containing information required from the CM/GC, including invitations to bid, bid advertisements, and bid addenda.
- .9 Measurements by scale.

1.5.2 Most Stringent Apply. In the event any conflicts cannot be resolved by applying the order of precedence, the more stringent and comprehensive requirements shall apply.

1.5.3 Apparent Errors and Omissions. The CM/GC shall not take advantage of any apparent error or omission on the Drawings, Plans or Specifications. If the CM/GC discovers any apparent error

or discrepancy, then prior to proceeding with the affected work, CM/GC must immediately call upon the A/E for a decision on the apparent error or omission and such decision shall be final. The CM/GC shall carry out the A/E's instructions as if originally specified.

1.6 STANDARD FORMS

1.6.1 The following forms shall be utilized in the execution of the Work and will be provided by the Owner at the Preconstruction Meeting. Project forms may be modified at any time during the term of the Contract at the discretion of the Owner.

- .1 **Request for Information (RFI).** A RFI shall be utilized in the field to present any questions or clarifications requested by the CM/GC. The A/E shall, upon receipt, forward the RFI to the appropriate source who will respond to the RFI in writing. The A/E shall provide the CM/GC with a copy of the written response to the RFI with reasonable promptness to avoid or minimize delay in the progress of the Work.
- .2 **Request for Contract Amendment (RCA):** A RCA shall be utilized by the CM/GC to formally present any request for monetary, time, or contractual adjustment. The RCA shall provide justification for entitlement to the change and shall be substantiated.
- .3 **Notice of Variation (NOV):** A NOV shall be used to indicate proposed modifications to the drawings or specifications. Upon receipt of an NOV, the CM/GC shall submit a detailed breakdown of costs (adds or deducts) to the A/E. The result of the information provided in the NOV may or may not result in a change to the Project. CM/GC must respond to an NOV within 10 days of receipt. Lack of a response by CM/GC may result in the issuance of a Notice of Noncompliance (NNC) and/or withholding of payment by the Owner.
- .4 **Contract Amendment (CA).** A CA shall be utilized to formalize modifications to the Contract that are agreed to by the Owner and CM/GC.
- .5 **Field Directive (FD):** A FD shall be utilized in the absence of an agreement, in the form of a CA, to express a written order by the Owner directing a change in the work, or to expedite a change in work that is time and/or schedule sensitive.
- .6 **Notice of Noncompliance (NNC):** A NNC shall be utilized by the A/E to communicate in writing to the CM/GC either a deficiency in the Work or other action required of the CM/GC. The CM/GC shall provide a written response to the A/E within seven (7) days of receipt of the NNC. The Owner may withhold payment from CM/GC for those items in noncompliance until corrective action is completed.
- .7 **Application and Certificate of Payment:** CM/GC shall utilize the Owner's CM/GC Application for Payment. Owner will provide additional payment application and certificate forms as required.

- .8 **CM/GC's Partial Release of Lien:** The CM/GC shall be required to utilize this standard form to provide a Release of Lien with each Application for Payment. The Owner may withhold payment, or the A/E may delay processing the application for payment, until the signed and notarized Release of Lien is provided.
- .9 **Subcontractor's Partial Release of Lien:** The CM/GC shall be required to provide his subcontractors with a standard form Partial Release of Lien, and include completed forms from each subcontractor along with each Application for Payment. The Owner may withhold payment, or the A/E may delay processing the application for payment, until the signed and notarized form is provided.
- .10 **CM/GC Warranty:** The CM/GC Warranty will be provided as part of the final close out of the Project and is a general warranty for all workmanship and materials. Receipt of this Warranty does not preclude or replace requirements for any other special warranties that may be required by the Special Conditions or Technical Specifications for the Project. The Owner may withhold final payment until the Warranty is provided.
- .11 **Final Payment Certification and Subcontractors Final Release of Lien:** CM/GC is required to utilize this standard form as part of the final close out of the Project or at the time, final payment is issued to the subcontractor.
- .12 **Final Payment Certification and CM/GC's Final Release of Lien:** This standard form is provided as part of the final close out of the Project.

ARTICLE 2 - OWNER

2.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.1.1 The Owner shall not be responsible for furnishing surveys or other information as to the physical characteristics of or utility locations for the Project site(s). To the extent that Owner provides such information, it is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the Work. IT IS THE CM/GC'S RESPONSIBILITY TO FIELD LOCATE ALL UNSEEN ASPECTS OF THE PROJECT, INCLUDING, BUT NOT LIMITED TO, UNDERGROUND UTILITY LINES, FAA CABLES, EXTERIOR/INTERIOR SPRINKLER LINES, EXTERIOR/INTERIOR PHONES/UTILITY OR FIBER OPTIC OR OTHER VIDEO AND DATA TRANSMISSION LINES, AND EXISTING UNDERGROUND STRUCTURES, (COLLECTIVELY REFERRED TO AS "UTILITIES") PRIOR TO BEGINNING WORK. Any inaccuracy or omission in information contained on the Drawings, Plans or Specifications regarding utilities shall not relieve the CM/GC of responsibility to protect such utilities from damage or unscheduled interruption of utility service. The CM/GC is responsible for assuring no interruption of utility service occurs by taking whatever actions and incurring whatever costs are necessary. ANY INTERRUPTION IN UTILITY SERVICE SHALL BE IMMEDIATELY CORRECTED BY THE CM/GC AT NO COST TO THE OWNER. IF SUCH INTERRUPTION IS NOT IMMEDIATELY

CORRECTED BY THE CM/GC, THE OWNER WILL PERFORM THE NECESSARY REPAIRS AND THE CM/GC OR SURETY WILL PAY FOR ALL COSTS RELATED TO THESE REPAIRS. THE CM/GC IS RESPONSIBLE FOR ALL TEMPORARY COSTS AND SERVICES DETERMINED NECESSARY BY THE OWNER IF SERVICES ARE INTERRUPTED.

2.1.2 Except for the results of test borings, logs, investigations, records or information at a specific location, the Owner disclaims all responsibility whatsoever with respect to the sufficiency or accuracy of test borings made, or of the logs of test borings, or of other investigations or records of subsurface conditions (including, but not limited to, underground utility locations, or of the interpretations made thereof), and there is no warranty or guaranty, expressed or implied, that the conditions indicated by such test borings, logs, investigations, records, or information are representative of conditions existing throughout the Work site, or any part thereof, or that unforeseen developments may not occur. At the Owner's request, the CM/GC shall make available to the Owner the results of any surface or subsurface investigations of the site, test borings, analyses, studies or other tests conducted by or in possession of the CM/GC or any of its agents.

2.1.3 The Owner shall secure and pay for any easements, impact fees and water connection fees associated with the Work. The CM/GC shall secure and pay for those permits, fees and notices set forth in the Contract.

2.1.4 In addition to the permit sets, the CM/GC shall be furnished, free of charge, four (4) copies of the Work Plans and Specifications, along with an electronic version, which shall be obtained from the A/E. Additional copies of such documents may be obtained at the CM/GC's expense.

2.2 OWNER'S RIGHT TO STOP OR SUSPEND THE WORK

2.2.1 If the CM/GC fails to correct Work which is not in accordance with the requirements of the Contract Documents or fails to carry out Work in accordance with the Contract Documents within seven (7) days from the date of the Owner's written notice to the CM/GC describing such failure, the Owner may order the CM/GC to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The right of the Owner to stop or suspend the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the CM/GC or any other person or entity. This right shall be in addition to, and not in restriction of, the Owner's rights under the Contract.

2.2.2 The Owner shall have the authority to suspend the Work, in whole or in part, for such period of time as it may determine necessary, due to unsuitable weather, or any other circumstances which, in the Owner's discretion, requires a suspension of the Work. An order by the Owner to suspend the Work shall be in writing except in cases of bona fide emergencies.

2.2.3 In the event the Work is suspended in writing by the Owner for reasons beyond the CM/GC's control or for unforeseen circumstances not otherwise provided for in the Contract Documents, which could not have reasonably been anticipated or avoided by the CM/GC, the CM/GC shall be granted an appropriate extension of Project Time for the period of suspension, which shall not exceed the day-for-day period of suspension, and an equitable adjustment to the Total Project Price (or an adjustment to the specific Task Authorization or Contract Amendment Price if only a portion of the Work is suspended) for the increased costs of maintaining and securing the Project during the

suspension period. In such an event, the CM/GC shall not be entitled to compensation for home office overhead during the period of suspension. The CM/GC shall not be entitled to receive any increase in the Project Time or the Total Project Price (or specific Task Authorization or Contract Amendment Price, if appropriate) for suspensions imposed by the Owner or for suspensions which are either: (1) made at the request of the CM/GC for its own convenience; (2) attributable to circumstances caused by the CM/GC or those for which the CM/GC is responsible; (3) attributable to circumstances which reasonably could have been anticipated or avoided by the CM/GC; (4) attributable to inclement weather conditions usually experienced at the project site during the relevant time period; or (5) attributable to circumstances otherwise anticipated in the Contract Documents.

2.2.4 If the Owner does not stop or suspend the work in writing, but the project has been delayed due to reasons beyond the control of the CM/GC, then an extension of the Project Time shall be the CM/GC's sole and exclusive remedy for any delay of any kind or nature.

2.3 OWNER'S RIGHT TO CARRY OUT THE WORK

2.3.1 If the CM/GC defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, commence and continue to carry out the Work or any portion thereof. In that case, an appropriate CA or FD shall be issued deducting from payments then or thereafter due the CM/GC the cost of correcting such deficiencies, including compensation for the A/E's additional services and expenses made necessary by the default, neglect or failure and all damages, costs, expenses or losses caused by the default, neglect or failure. If payments then or thereafter due the CM/GC are not sufficient to cover amounts owed to the Owner, the CM/GC or Surety shall pay the difference to the Owner. The right of the Owner to carry out the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the CM/GC or any other person or entity.

ARTICLE 3 - CONSTRUCTION MANAGER/GENERAL CONTRACTOR

3.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CM/GC

3.1.1 The CM/GC acknowledges and declares that the Contract Documents are sufficient to enable the CM/GC to complete the Work as shown in the Contract Documents, or if not specifically shown, to perform the activities which may be reasonably inferred as necessary for completion of the Work in accordance with the requisite time frame, applicable laws, statutes, building codes, regulations or as otherwise required by the Contract Documents. The CM/GC shall not take advantage of any apparent error or omission in the Contract Documents. The CM/GC shall carefully study and compare the Contract Documents with each other and with all other information furnished or made available by the Owner and shall at once report to the A/E any errors, inconsistencies or omissions discovered. If the CM/GC performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without first providing such notice to the A/E, the CM/GC shall assume responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

3.1.2 The CM/GC shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the CM/GC with the Contract Documents before commencing activities. Errors, inconsistencies or omissions in the Contract Documents discovered by the CM/GC shall be reported in writing to the A/E at once.

3.1.3 The CM/GC represents that it is familiar with the Project site and has received all information it needs concerning the conditions of the Project site. By executing the CA or Task Authorization CM/GC represents that it has inspected the location of the Work required by that CA or Task Authorization and has satisfied itself as to the location and condition thereof including, without limitation, the location and condition of all structures, utilities, and surface and subsurface conditions. At no additional cost to the Owner, the CM/GC shall undertake all further investigations and studies as may be necessary or useful to determine the location and condition of structures, utilities, and surface and subsurface conditions. Based upon the foregoing inspections, understandings, agreements and acknowledgments, the CM/GC agrees and acknowledges:

- .1 that the Project Price is just and reasonable compensation for all of the Work, including all reasonably foreseen and foreseeable risks, hazards, and difficulties in connection therewith;
- .2 that the Project Time is adequate for the performance of the Work; and
- .3 that the Work shall not result in any unintended lateral or vertical movement of any existing structure. The CM/GC shall have no claims for surface or subsurface conditions except as described herein. The CM/GC shall exercise special care in executing Work in proximity of known utilities, improvements, and easements.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 Any time there is work being performed by a subcontractor, a representative of the CM/GC shall be on-site to manage the work.

3.2.2 The CM/GC shall supervise and direct the Work, using the CM/GC's best skill and attention. The CM/GC shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, including coordination of the duties of subcontractors, suppliers and all trades, unless the Contract Documents give other specific instructions concerning these matters. If the CM/GC is successful in more than one bid with the Owner and is awarded more than one project, or is competitively selected to provide CM/GC services on another Project for the Owner, then a separate superintendent shall be required for each Project, unless this requirement is specifically waived by the Owner.

3.2.3 The CM/GC shall be responsible for the acts and omissions of its employees and all of its subcontractors and their agents and employees and other persons performing any of the Work under a contract with the CM/GC. The Owner reserves the right, but does not assume any obligation, to remove or cause to be removed from the Project any employee of the CM/GC or its subcontractors, whenever it determines, in its sole discretion that such action is in the best interest of the Project. Removal of

undesirable personnel will in no way change or reduce the obligations of the CM/GC. CM/GC is to employ workers who at all times work in harmony with those employed by A/E and Owner's separate CM/GCs, contractors or consultants on the Project. Should the CM/GC fail to remove such person or persons or fail to furnish suitable and sufficient personnel for proper prosecution of the Work, the Owner may suspend the Work by written notice until compliance with the Owner's directive is achieved.

3.2.4 The CM/GC shall control its operations and those of its subcontractors and material suppliers to assure the least inconvenience to the traveling public. Under all circumstances, safety should be the most important consideration.

3.2.5 The CM/GC shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the A/E or by tests, inspections or approvals required or performed by persons other than the CM/GC.

3.2.6 The CM/GC shall be responsible for inspection or examination of portions of Work already performed under the Contract to determine that such portions are in proper condition to receive subsequent Work. The CM/GC shall keep full detailed written records of all inspection or examination efforts. These written records shall include dates, subject matter, persons present, result of inspections or examination and shall be made available to the Owner if requested.

3.2.7 If any of the Work is required to be inspected or approved, the CM/GC shall cause such inspection or approval to be performed. No test, inspection or examination performed or failed to be performed by the Owner, shall be a waiver of the enforcement of any of the CM/GC's obligations.

3.2.8 The CM/GC is fully responsible to provide a sufficient number of skilled workers, supervisors, and project management personnel to prosecute the Work and ensure that the Work is completed within the Project Time. Failure to fully staff the Project with skilled workers, or supervisors or project management personnel may be cause for termination of the Contract or such other remedies as set forth in the Contract Documents. The CM/GC assumes all risks of delays or extra costs which may be associated with labor disputes involving the CM/GC, its subcontractors or material suppliers and in no event shall the CM/GC be entitled to additional compensation or an extension of Project Time due to any such labor disputes.

3.2.9 When an event of an unusual and significant nature occurs at the Project site, including but not limited to emergencies, the CM/GC shall prepare and submit a special report to the Owner fully describing the event, including but not limited to: persons participating, response by the CM/GC's personnel, an evaluation of the results or effects of the event and similar pertinent information. CM/GC shall advise the Owner and A/E as soon as possible when such events are known. The CM/GC shall submit special reports directly to the Owner within one day of the occurrence and shall submit a copy of the report to the A/E and other entities that are affected by the occurrence within one day of the occurrence.

3.2.10 The CM/GC shall be responsible for providing all subcontractors with copies of the entire set of the project Drawings and Specifications in order for the subcontractors to perform the Work. The CM/GC shall also be responsible for providing the subcontractors with coordination

drawings of all related disciplines so that subcontractors may properly coordinate and prepare shop drawings and perform the Work.

3.2.11 If the Work requires CM/GC to provide its subcontractors with access to Airport building plans, blueprints, schematic drawings and diagrams, including draft, preliminary and final formats, or any other documents that may be confidential or exempt from public disclosure under state or federal law, CM/GC will execute and require each subcontractor requesting access to the documents listed above to execute Owner's "Non-Disclosure Agreement – Conditional Access to Building Plans, Blueprints, Drawings, Diagrams and Specifications – Southwest Florida International Airport" or any superseding agreement and shall require each subcontractor to comply with the terms of that agreement.

3.2.12 The Owner reserves the right to contract for and perform other or additional work on or near the site of any Work covered by the Contract. When separate contracts are let within the limits of any one Project, CM/GC shall conduct its work so as not to interfere with or hinder the progress of completion of the work being performed by other CM/GCs or other contractors or consultants. CM/GCs or contractors who are working on the same or adjacent projects shall cooperate with others as directed.

3.3 LABOR AND MATERIALS

3.3.1 Unless otherwise provided in the Contract Documents, the CM/GC shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and all other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.3.2 The CM/GC shall enforce strict discipline and good order among the CM/GC's employees and other persons carrying out the Contract. The CM/GC shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.3.3 All construction personnel shall be restricted to construction areas. They shall wear shirts with sleeves, long pants, and hard soled footwear and otherwise be in compliance with OSHA requirements at all times. When walking from the CM/GC's parking lot to the Project site, designated walkways and crossings shall be used. The CM/GC's subcontractors shall not use vehicle traffic lanes as walkways. The CM/GC's workers shall not utilize public areas for taking their "work breaks" or "lunch breaks." Areas for this purpose may be designated by the CM/GC with Owner approval upon request. No public toilets shall be used by any workers at any time. The CM/GC's subcontractors shall not use restaurants, lounges or other concession areas within the Airport except as expressly approved by the Owner.

3.3.4 All equipment which is proposed to be used on the Work shall be of sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a satisfactory quality of work. Equipment used on any portion of the Work shall be such that no injury to previously completed work, adjacent property, or existing Airport facilities will result from its use.

3.3.5 For federally funded projects, CM/GC must refer to and comply with the Federal Conditions for requirements concerning payroll records and reporting requirements.

3.4 WARRANTY

3.4.1 The CM/GC warrants to the Owner and A/E that materials and equipment furnished under the Contract will be of good quality and NEW unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized by the Owner, shall be considered defective and shall be removed and replaced at Owner's direction and CM/GC's expense. If required by the Owner, the CM/GC shall furnish satisfactory evidence as to the kind and quality of materials and equipment provided in the Work. CM/GC shall obtain and assign to the Owner all required express warranties given to CM/GC or any subcontractors by those supplying materials, equipment or fixtures that are to be incorporated into the Project. If any special warranties are required by the technical specifications, the CM/GC shall co-sign them. The CM/GC agrees that all items furnished under this Contract shall be warranted for a period of one year from the date of written Substantial Completion, unless otherwise specified in the Contract.

3.5 TAXES

3.5.1 The CM/GC shall pay sales, consumer, use and similar taxes for Work or portions thereof provided by the CM/GC, which are legally enacted when bids are received, whether or not yet effective or merely scheduled to go into effect.

3.6 PERMITS, FEES AND NOTICES

3.6.1 The CM/GC shall secure and pay for the building permit and other permits and governmental fees for licenses and inspections necessary for proper execution and completion of the Work and which are required for performance of the Work, including but not limited to, any applicable building, engineering, utility, dewatering, National Pollution Discharge Elimination System (NPDES) storm water management or any other construction permits required to complete the Work. The CM/GC shall procure all certificates for inspection, use, occupancy, and all permits and licenses, and give all notices necessary and incidental to the due and lawful prosecution of the Work. The CM/GC shall be responsible for coordinating and scheduling all permitting agencies' tests and inspections. Certificates of inspection, use and occupancy, if applicable, shall be delivered to the Owner by the CM/GC upon completion of the Work and in sufficient time for occupancy of the Project in accordance with the schedule for the Work. The costs of such permits, licenses, procurements, tests and inspections are included within the Total Project Price.

3.6.2 All building, structural, electrical, plumbing and mechanical work items shall be installed in accordance with the latest edition of the regulations of applicable local, state, county and other codes, including any utility company unless otherwise specified in the Contract Documents. CM/GC shall be responsible for and shall pay for all required permits, licenses, fees and inspections.

3.6.3 In the event of a conflict between permits, drawings, or specifications the CM/GC shall immediately bring the conflict to the attention of the A/E for a determination. The CM/GC is responsible for all actions necessary to comply with A/E's determination. If A/E makes no determination, it is CM/GC's responsibility to comply with the most stringent requirement.

3.6.4 It is the CM/GC's responsibility to contact the applicable utility company (or companies) to determine if any fees, charges or costs will be due the utility company for temporary power, installations or hookups. This fee, charge or cost shall be included in the Total Project Price.

3.6.5 It is the obligation of the CM/GC to review the Contract Documents to determine and to notify the Owner, and A/E of any discrepancy between the Contract Documents and building codes or regulations of which the CM/GC has or should have knowledge or should be reasonably able to determine. The CM/GC shall not violate any zoning or setback requirement of laws, codes or ordinances, or of any recorded covenants of which the CM/GC has knowledge. If the CM/GC observes that portions of the Contract Documents are at variance with laws, statutes, ordinances, building codes, rules or regulations, the CM/GC shall promptly notify the Owner and A/E in writing, and necessary changes to the Work shall be accomplished by appropriate Contract Amendment after approval by the Owner.

3.6.6 If the CM/GC performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without providing notice to the Owner and A/E, the CM/GC shall assume full responsibility for such Work and shall bear all costs associated with bringing the Work into compliance.

3.7 ALLOWANCES

3.7.1 The CM/GC shall include in the Total Project Price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for the amounts and by the persons or entities as the Owner may direct, but the CM/GC shall not be required to employ persons or entities against which the CM/GC makes reasonable objection.

3.7.2 Unless otherwise provided in the Contract Documents:

- .1 materials and equipment under an allowance shall be selected by the Owner within time frames required by the current accepted schedule;
- .2 allowances shall cover the cost to the CM/GC of installation, materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .3 CM/GC's costs for unloading and handling at the site, labor, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Total Project Price and not in the allowances; and
- .4 whenever costs are more than or less than allowances, the Total Project Price shall be adjusted accordingly by separate Contract Amendment. The amount of the Contract Amendment shall reflect the difference between actual costs and the allowances supported by appropriate substantiating data that demonstrate the actual cost.

3.8 SUPERINTENDENT

3.8.1 The CM/GC shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the CM/GC, and communications given to the superintendent shall be as binding as if given to the CM/GC. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case. The superintendent shall be present at all times that work is being performed, installed or affected. The Owner may request replacement of a superintendent for any cause and an acceptable replacement must be on the Project site within seven days of removal of the former superintendent. The superintendent shall be the CM/GC's representative at the site and shall have authority to act on behalf of the CM/GC.

3.8.2 The CM/GC's superintendent shall attend any and all meetings as required by the Owner, which may include meetings with the A/E individually and also coordination meetings with the CM/GC, the Owner's separate Consultants, the Owner, A/E and others as appropriate.

3.9 CONSTRUCTION MANAGER/GENERAL CONTRACTOR'S SCHEDULE

3.9.1 Format. CM/GC shall be required to utilize Microsoft Project (latest Windows version) computer software for planning and recording the Project schedule. This software shall be used for coordination, monitoring, and verification of payment of all work under the Contract including all activities of the CM/GC and its subcontractors, vendors, and material suppliers.

3.9.2 Preliminary Schedule. The CM/GC shall submit to the Owner and A/E a Preliminary Schedule at the preconstruction meeting. The Preliminary Schedule shall be based on the calendar the CM/GC intends to work (i.e., 5 day work week), in a bar chart format covering all major items of the Work including construction activities, milestone dates, submittal dates and procurement of materials and equipment. The Preliminary Schedule shall be cost loaded to coincide with the schedule of values. The Preliminary Schedule shall identify approximate start and finish dates and the sequence in which the CM/GC proposes to carry out the Work. The Preliminary Schedule shall be based upon the Project Time specified in the Contract Documents. Upon receipt by the CM/GC of the Task Authorization by the Owner and until the Baseline Schedule is accepted by the Owner, the CM/GC shall proceed with the Work in accordance with the Preliminary Schedule.

3.9.3 Baseline Schedule. Within ten (10) days of the issuance of any Task Authorization, the CM/GC shall submit to the Owner a proposed Baseline Schedule which must be in the form of a critical path method (CPM) precedence diagram (in both a bar chart and graphic network formats) covering all major items of Work. The Owner will review the proposed Baseline Schedule and present the CM/GC with any comments regarding the logic, sequence, durations of work activities, or level of detail of the number, description, or division of the Work activities at a baseline review meeting. The CM/GC shall resubmit the proposed Baseline Schedule for review within ten (10) days of the baseline review meeting. Upon the Owner's acceptance of the Baseline Schedule, the CM/GC shall proceed with the work in accordance with the accepted Baseline Schedule. The Owner's acceptance of the Baseline Schedule shall not impose on the Owner any responsibility to the CM/GC for the accuracy or reasonableness of the Baseline Schedule nor shall the review and acceptance relieve the CM/GC from full responsibility to complete the Work in accordance with the Contract Documents. Upon acceptance by the Owner, the

Baseline Schedule shall be the basis for evaluation of all time related issues, unless and until a Progress Schedule is accepted which supersedes the Baseline Schedule logic, sequence, durations of work activities, or level of detail of the number, description, or division of the work activities. The Owner shall have no obligation to process or issue payment for an Application for Payment until the CM/GC submits a Baseline Schedule that has been accepted by the Owner.

3.9.4 Progress Schedules. Each month the CM/GC shall submit a Progress Schedule to update the progress of the Work. Progress Schedules must be submitted, in full size, not in booklet form, with each CM/GC's Application for Payment and the data contained in the Progress Schedule must accurately correspond to the progress of the Work information contained in the CM/GC's Application for Payment. The CM/GC's Progress Schedule must accurately reflect the actual progress of the Work as well as any revisions to the logic, sequence, durations of work activities, or level of detail of the number, description, or division of the work activities. The schedule columns shall be formatted to include activity description, number of days, number of days remaining, percent complete, early start, early finish and float. Submission of the updated Progress Schedule to the Owner is a condition precedent to payment. The Owner may refuse to process or issue payment for an Application for Payment without the CM/GC's submission of a current, accurate, and updated Progress Schedule that is satisfactory to the Owner.

3.9.5 If the CM/GC's Progress Schedule reflects that the completion of the Project or a Project milestone date is not within the Project Time, then the CM/GC must submit with the Progress Schedule the CM/GC's proposed recovery plan for completing the Work within the Project Time. In the event the CM/GC claims entitlement to a time extension which is disputed by the Owner and A/E, the CM/GC's recovery plan shall not be based upon receiving disputed time extensions.

3.9.6 The CM/GC shall fully comply with all time and other requirements of the Contract Documents. The Owner's approval and payment of an Application for Payment, without the submission of a current, accurate Baseline or Progress Schedule, shall not constitute a waiver of either the requirement for such updates or the Owner's right to withhold payment, and the CM/GC shall not be relieved from the obligation to complete the Work within the Project Time.

3.10 DOCUMENTS AND SAMPLES AT THE SITE

3.10.1 The CM/GC shall maintain at the site As-Built Documents comprised of one copy of the Drawings, Specifications, Addenda, Contract Amendments, Task Authorizations, Field Directives and other Modifications, in good order and marked currently, to accurately reflect all as-built conditions, including, but not limited to, all locations of utilities as actually installed, all changes to the Work, and all approved Shop Drawings, Product Data, Samples and similar required submittals. These As-Built Documents shall be available to the Owner and A/E at all times. All As-Built Documents shall be delivered to the Owner and A/E for review and acceptance upon completion of the Work and must be signed by the CM/GC to certify that they show complete and exact as-built conditions, stating dimensions, sizes, kinds of materials, and similar matters (including, but not limited to, piping and conduit in vertical and horizontal locations). The CM/GC shall be held responsible for all damages arising directly or indirectly out of the CM/GC's failure to maintain complete and accurate As-Built Documents and other information.

3.10.2 CM/GC will keep adequate records and supporting documentation concerning its performance of the Work. The records and documentation will be retained by CM/GC for a minimum of five years from the date of termination of the Contract or the date of final payment, whichever is later. The Owner, or anyone designated by the Owner, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the term of the Contract and during the period of five years thereafter; provided, however, such activity shall be conducted only during normal business hours, and the person requesting copies shall pay the reasonable costs thereof.

3.10.3 The CM/GC shall maintain at the site all permit Drawings in a manner so as to make them accessible to governmental inspectors and other authorized agencies. All approved Drawings shall be wrapped, marked and delivered to the Owner within the timeframe provided in the Specifications; if no timeframe is so provided, then within a reasonable timeframe established by the Owner.

3.11 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.11.1 All materials, equipment and methods of construction associated with the Project will require shop drawings, product data or samples. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the CM/GC or a subcontractor, sub-subcontractor, manufacturer, material supplier or distributor to illustrate some portion of the Work.

3.11.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the CM/GC to illustrate materials or equipment for some portion of the Work.

3.11.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.11.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents unless incorporated by a Contract Amendment. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way that the CM/GC proposes to conform to the information given and the design concept expressed in the Contract Documents.

3.11.5 The CM/GC shall review, approve and submit for review by the A/E, and in accordance with the schedule and sequence approved by the Owner, Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. CM/GC must give original submittals to the A/E, with the CM/GCs review and approval identified on each. The CM/GC shall cooperate with the A/E in the coordination of the Shop Drawings, Product Data, Samples and similar submittals with related documents submitted by Owner's separate contractors. Submittals made by the CM/GC which are not required by the Contract Documents may be returned without action.

3.11.6 The CM/GC shall perform no portion of the Work or purchase any materials requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the A/E. Such Work shall be in accordance with approved submittals. CM/GC proceeds at his own risk if he elects to perform any work without the proper approved

submittals. Consequences for noncompliance will be nonpayment by the Owner for that item, or the removal of the unapproved item.

3.11.7 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the CM/GC represents that each subcontractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.11.8 The CM/GC shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the A/E's approval of Shop Drawings, Product Data, Samples or similar submittals unless the CM/GC has specifically informed the A/E in writing of such deviation at the time of submittal and the A/E has given written approval to the specific deviation. The CM/GC shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the A/E's approval thereof. The CM/GC's request for a deviation shall not entitle the CM/GC to a time extension.

3.11.9 The CM/GC shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to any revisions other than those requested by the A/E on previous submittals.

3.11.10 Should the CM/GC propose to furnish an "or equal" material or assembly, it shall furnish the manufacturer's certificates of compliance as described herein for the specified brand name material or assembly. However, the A/E shall be the sole judge as to whether the proposed "or equal" is suitable for use in the Work. If the CM/GC wishes to use other materials or procedures that differ from those required by the Contract Documents, then, CM/GC shall have the burden of proving to the satisfaction of the A/E that the proposed material or procedures are suitable. The A/E's decision shall be final. The A/E's decision not to approve a proposed substitute material or procedure shall not entitle the CM/GC to a Contract Amendment for cost or time. The A/E reserves the right to refuse permission for use of materials or procedures on the basis of certificates of compliance.

3.11.11 Informational submittals upon which the A/E is not expected to take responsive action may be so identified in the Contract Documents.

3.11.12 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the A/E shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

3.11.13 In submitting drawings, catalog data and similar items for review, at least four (4) copies shall be submitted to the A/E, unless otherwise stated in the Technical Specifications. This number includes two (2) for return to the CM/GC. If the CM/GC desires more than two (2) copies returned, then CM/GC shall submit with the initial and subsequent transmittals the additional number desired up to three (3) additional copies. If the A/E requires additional copies, it will so inform the CM/GC upon return of the reviewed material.

3.11.14 The Owner may elect to implement the use of electronic transmission of submittals through a commercially available software package ('Submittal Exchange' or similar). The CM/GC will be notified prior to issuance of a Task Authorization if the project will be utilizing the electronic transmission of submittals. The Owner will be responsible for the selection of the software and associated software costs. The CM/GC will be granted user licenses and access to use the selected software.

3.12 USE OF PROJECT SITE

3.12.1 The CM/GC shall confine operations at the Project site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably clutter the site with materials or equipment. The CM/GC shall not dispose of debris or waste material on the Owner's property without the prior approval of Owner. Hazardous materials shall be disposed of pursuant to applicable state and federal statutes. At no additional cost to Owner, the CM/GC shall take all actions necessary to coordinate the Work with other activities at the Project site, including but not limited to, the ongoing operations of the Owner, and users of the Owner's facilities and other CM/GCs, contractors or consultants working on, or adjacent to, the site.

3.12.2 The CM/GC shall coordinate the operations with, and secure the approval of, the Owner before using any portion of the Project site.

3.13 CUTTING AND PATCHING

3.13.1 The CM/GC shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

3.13.2 The CM/GC shall not damage or endanger a portion of the Work or any fully or partially completed construction of the Owner's own forces or of other CM/GCs or contractors by cutting, patching, excavating or otherwise altering such construction. The CM/GC shall not cut or otherwise alter such construction by other contractors or by the Owner's own forces except with written consent of the Owner and such other contractors; such consent shall not be unreasonably withheld. The CM/GC shall not unreasonably withhold from the other contractors or the Owner CM/GC's consent to cutting or otherwise altering the Work.

3.13.3 Except as listed in the Contract Documents, the CM/GC shall not permit any individual or firm to excavate or otherwise disturb any utility services or facilities located within the limits of the Work without the written permission of the Owner.

3.14 CLEANING UP

3.14.1 The CM/GC shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by its operations under the Contract. Upon completion of the Work the CM/GC shall remove from the Project site all waste materials, rubbish, the CM/GC's tools, construction equipment, and machinery and surplus materials. The CM/GC shall not dispose of debris or waste materials on the Owner's property or in waste containers (dumpsters) owned or leased by the Owner without prior approval of the Owner.

3.14.2 If the CM/GC fails to keep the site clean as required by the Contract, then within 24 hours of written notice by the Owner, the Owner may clean the site and charge the clean-up costs to the CM/GC or deduct the clean-up cost from any payment owed to the CM/GC.

3.15 ACCESS TO WORK

3.15.1 The CM/GC shall, at no additional cost and at all times, provide the Owner and A/E access to the Work subject to the applicable safety rules. This access shall include the CM/GC's providing reasonable assistance including, but not limited to, providing ladders, equipment and workers to remove or replace heavy objects.

3.15.2 The CM/GC's access to the site shall be as shown on the plans. No other access routes shall be authorized unless approved in writing and in advance by the Owner. All CM/GC traffic authorized to enter the site shall be experienced in the route or guided by CM/GC personnel. The CM/GC shall be responsible for traffic control to and from the various construction areas on the site and for the operation of any access gate to the site. If breaches of security occur, the Owner may, at its option, secure the site until adequate actions have been taken to prevent further breaches of security. Any delay caused by security breaches will be considered CM/GC caused and will not extend the Project time. The CM/GC shall be responsible for all cost and delays incurred as a result of the security breach. The entire access route shall be kept free and clear of debris at all times and maintained in good repair by the CM/GC, and shall be immediately repaired to the satisfaction of the Owner. Directional signing along the delivery route to the storage area, plant site or work site shall be as directed by the Owner. See also "Maintenance of Traffic" section listed in special conditions.

3.15.3 Where project access routes cross existing utility or roadway easements or right-of-ways, the CM/GC will only use these routes for direct access to the project site. The CM/GC will not temporarily store any equipment, materials or supplies within any existing easement or right-of-way without prior approval from the Owner.

3.16 ROYALTIES AND PATENTS

3.16.1 If the CM/GC is required or desires to use any design, device, invention, item, material, or process covered by letters of patent or copyright, then CM/GC shall provide for such use by suitable legal agreement with the patent or copyright owner. The CM/GC and its surety shall indemnify, defend, and save harmless the A/E, Lee County, Florida, Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, invention, item, material or process, or any trademark or copyright, and for any costs, expenses, and damages, attorneys' fees, paralegal fees and expert fees incurred by reason of any claim of infringement, at any time during the prosecution or after the completion of the Work.

ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

4.1 CLAIMS AND DISPUTES

4.1.1 Claim. The term "Claim" means a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and

matters in question between the Owner and CM/GC arising out of or relating to the Contract. Claims must be made by written notice and quantified pursuant to this article. The responsibility to substantiate a Claim shall rest with the party making the Claim. Daily reports do not constitute written notice of a claim.

4.1.2 Time Limits and Claim Substantiation. Claims for additional time and/or dollars by either party must be made within 21 calendar days after occurrence of the event giving rise to the Claim or within 21 calendar days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice and contain a thorough description of the basis of the Claim. After filing the Notice of Claim, the Claimant has 30 calendar days to provide a Formal Claim which includes all relevant information necessary to substantiate and quantify the Claim, using an itemized, detailed cost breakdown sufficient to analyze the value and impact of the Claim, stating applicable unit prices, quantities, mark-ups, and, if applicable, time impacts. The Formal Claim must include any and all information from the Claimant needed to adequately evaluate and consider the merits of the Claim, including but not limited to, books of account, bills, invoices, payrolls, subcontracts, subcontractor payment requests, time sheets/cards, progress records, daily logs, daily reports, and cost accounting records. Failure to promptly file a Notice of Claim and/or Formal Claim by their respective deadlines will result in a waiver of the applicable Claim. Under no circumstances shall the CM/GC be entitled to demand or recover from the Owner any indirect, incidental, special, or consequential damages in any proceeding arising out of or relating to the Contract or the breach thereof. A Claim may only be made by either party to the Contract. No subcontractor or subconsultant of the Claimant may file a Claim against the other party. For any Claim made by the CM/GC against the Owner, the basis of which is information prepared by a subcontractor or any other person or entity under the CM/GC's control, the CM/GC must certify by written affidavit that it has carefully examined the subcontractor's information and has verified the truth and accuracy of such information. The written affidavit must accompany the CM/GC's Formal Claim. Oral claims by either party, or claims as part of meeting minutes or other correspondence shall not be deemed valid. Only Claims submitted in writing by the Owner or CM/GC specifically identifying that a Notice of Claim or Formal Claim is being filed shall be valid.

4.1.3 Continuing Contract Performance. Pending final resolution of a Claim, including the claim resolution procedures described herein, the CM/GC shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

4.1.4 Waiver of Claims: Final Payment. The making of Final Payment shall constitute a waiver of Claims by the Owner except those arising from:

- .1 Claims, liens, security interests or encumbrances arising out of the Contract and unsettled at the time Final Payment is made;
- .2 Failure of the Work to comply with the requirements of the Contract Documents;
- .3 Terms of special warranties required by the Contract Documents;
- .4 Latent Defects; or

- .5 Any claim for overpayment, including, but not limited to, those resulting directly or indirectly from any erroneous measurement, estimates or quantity.

4.1.5 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the CM/GC shall give notice to the Owner and A/E promptly before the conditions are disturbed and in no event later than seven (7) days after first observance of the conditions. The Owner will promptly request that the A/E investigate such conditions and, if they differ materially and cause an increase or decrease in the CM/GC's cost of, or time required for, performance of any part of the Work, the Owner will consider equitable adjustment in the Total Project Price or Project Time, or both. If the A/E determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract are justified, the A/E shall so notify the Owner and CM/GC in writing, stating the reasons. Claims by either party in opposition to such determination must be made within seven (7) days after the A/E has given notice of its decision. If such concealed or unknown site conditions are encountered, entitlement to adjustments in the Total Project Price shall be limited to the direct increase (which excludes home office overhead) or decrease in the cost of performing the Work. The CM/GC will not be entitled to additional monetary compensation for any delays incurred as a result of concealed or unknown site conditions unless the critical path is directly impacted. In such an event, the CM/GC shall not be entitled to compensation for home office overhead. Substantiation and quantification of CM/GC's claims must be provided as soon as reasonably possible after notice is given but in any event, not later than 30 days following the date of CM/GC's seven day (7) notice of Claim.

4.1.6 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts the party is legally liable, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding seven (7) days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter.

4.2 RESOLUTION OF CLAIMS AND DISPUTES

4.2.1 Prior to filing a Notice of Claim, the Claimant shall initially attempt to resolve any potential future Claim it has against the other party through discussions with the other party at the time the Claim arises. Any resolution or agreement reached regarding potential future Claims must be approved in writing by both parties. If no resolution is reached and a Notice of Claim and Formal Claim are filed with the other party, the party receiving the Formal Claim will review the Formal Claim and then schedule a Senior Management Resolution meeting. The Senior Management Resolution meeting shall include senior management representatives of both parties who have authority to resolve the dispute. The A/E or other parties may also participate and offer recommendations at the Owner's discretion. The CM/GC's and Owner's senior management representatives shall meet in a good faith effort to resolve the Claim. Resolution of the Formal Claim shall be made in writing and signed by both

parties and incorporated into the Contract Documents via Contract Amendment. If the Claim has not been resolved by senior management, then such Claim shall be subject to pre-suit mediation and, if still unresolved, to litigation as described below. Failure to comply with the Notice of Claim, Formal Claim and Senior Management Resolution process by either party shall result in a waiver of the Claim.

4.3 RESOLUTION OF UNRESOLVED CLAIMS AND DISPUTES

4.3.1 Mediation. Any Claim which remains unresolved following the Senior Management Resolution process shall be submitted to mediation by the parties prior to the filing of any litigation by the Owner or the CM/GC against the other (and, except as described below, as a precondition to any such filing). Owner and the CM/GC shall engage in pre-suit non-binding mediation. Such mediation may be requested by either party, by written notice to the other, and shall be conducted as if such mediation were ordered by a Florida Circuit Court (i.e., in accordance with, and subject to, all of the laws and rules applicable to court-ordered mediation). Such mediation shall be conducted within a reasonable period of time after the same is requested in writing by either party. If the parties are unable to agree upon the selection of a mediator, either party may petition or request that the Circuit Court in Lee County, Florida (or the Mediation Coordinator for the Courts of Lee County, Florida) appoint a mediator. A mediator who is so appointed may only be challenged for cause, and not preemptorally. While the request for and the conducting of such a mediation may be a precondition to the filing of a civil action, in the event either party is in jeopardy of losing its right to sue (e.g., the statute of limitations is about to expire), then suit may be filed before a mediation is conducted provided that mediation is requested before, or simultaneously with the filing of such suit, and is conducted before the named defendant in the suit is required to respond to the complaint. If the scheduling of the mediation requires, the plaintiff in the suit shall grant the defendant an appropriate extension of time to respond to the complaint so as to permit the mediation to be conducted before the defendant must so respond. The mediation contemplated hereunder shall be conducted, unless otherwise agreed by the parties in Lee County, Florida. The parties shall bear the mediator's fee and any filing fees associated with the mediation equally.

4.3.2 Venue. Any litigation between the parties arising out of, resulting from, or relating to the Contract shall be venued in a state court of competent jurisdiction in Lee County, Florida or in the United States Federal District Court of the Middle District of Florida, Fort Myers Division.

4.3.3 Attorney's Fees and Costs. In connection with any litigation arising out of the Contract the prevailing party shall be entitled to recover all costs incurred, including a reasonable attorney's fee.

ARTICLE 5 - SUBCONTRACTORS TO CM/GC

5.1 DEFINITIONS

5.1.1 A subcontractor is a person or entity who has a direct contract with the CM/GC to perform a portion of the Work at the site. The term "subcontractor" is referred to throughout the Contract Documents as if singular in number and means a firm or an authorized representative of the subcontractor. The term "subcontractor" does not include Owner's separate CM/GCs, contractors or subcontractors.

5.1.2 A sub-subcontractor is a person or entity who has a direct or indirect contract with a subcontractor to the CM/GC to perform a portion of the Work at the site. The term “Sub-subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 It is the sole responsibility of the CM/GC to ensure that all subcontractors and sub-subcontractors are properly licensed to perform work on the Project. Before allowing a subcontractor or sub-subcontractor to work on the Project, the CM/GC will obtain copies of all required licenses and certifications and have them on file and available for inspection by the Owner throughout the direction of the Work.

5.2.2 The CM/GC shall only employ legal individuals, subcontractors, and sub-subcontractors authorized to do work in the United States to perform Work on the Project. The CM/GC shall use the e-Verify system to ensure all workers have proper legal documentation. Any illegal employees of the CM/GC, subcontractor or sub-subcontractor working on the Project shall be immediately removed by the CM/GC and any costs resulting from or associated with work of the illegal employee shall be the responsibility of the CM/GC.

5.2.3 Unless otherwise stated in the Contract Documents or the bidding requirements, the CM/GC, as soon as practicable after the opening of bids or proposals, or no later than thirty (30) days prior to that subcontractor beginning work on the Project, shall furnish in writing, to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each portion of the Work. At the same time, the subcontractor(s) will provide the Florida or other applicable Workers’ Compensation experience modifier for such persons or entities. The Owner will not pay the CM/GC for any work performed by a subcontractor, where copies of the subcontractor’s identification information and Workers’ Compensation certificate is not on file with the CM/GC and Owner, if requested.

5.2.4 The CM/GC shall not contract with a proposed person or entity if the Owner has made reasonable and timely objection to contracting with that person or entity.

5.2.5 If the Owner has reasonable objection to a person or entity proposed by the CM/GC, the CM/GC shall propose another to whom the Owner has no reasonable objection.

5.2.6 The CM/GC shall not change a subcontractor, person or entity previously selected if the Owner makes reasonable objection to such change. The CM/GC may be subject to the withholding or reduction in payment should the CM/GC elect not to comply with this requirement.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 By appropriate written agreement, the CM/GC shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the CM/GC by terms of the Contract Documents, and to assume toward the CM/GC all of the obligations and responsibilities which the CM/GC, by these Contract Documents, assumes toward the Owner.

5.3.2 All work performed for the CM/GC by a subcontractor shall be pursuant to an appropriate written agreement between the CM/GC and the subcontractor. The CM/GC shall provide to the Owner, if requested, copies of all subcontracts within five (5) days following the Owner's request. Failure to comply may result in the withholding or reduction in payment by the Owner.

5.3.3 All work performed for the CM/GC by a DBE or W/MBE subcontractor shall be pursuant to an appropriate written agreement between the CM/GC and the subcontractor. The CM/GC shall provide to the Owner copies of all DBE and/or W/MBE signed subcontracts within fifteen (15) days of entering the DBE or W/MBE subcontractor's contract.

5.3.4 The CM/GC and its subcontractors shall not terminate and/or substitute a DBE or W/MBE subcontractor for convenience. If the CM/GC and its subcontractors decide to terminate or substitute a DBE or W/MBE, the CM/GC and its subcontractors shall make an acceptable good faith effort to use another certified DBE or W/MBE subcontractor as a replacement. All substitutions or terminations must be coordinated with and approved by the Owner at the Owner's sole discretion. The CM/GC and its subcontractors must receive prior written consent from the Owner before substitution and/or termination of a DBE or W/MBE subcontractor.

5.3.5 In all federally funded projects the CM/GC and its subcontractors shall abide by the procedures for terminations and/or substitutions for DBE subcontractors as prescribed in 49 CFR Part 26, Section 26.53. Terminations and/or substitutions of a DBE must be for good cause and not for convenience. Before submitting a request for termination or substitution, the CM/GC and its subcontractors must provide notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request to terminate or substitute, and the reason(s) for the request. The CM/GC and its subcontractor must give the DBE subcontractor five (5) days to respond to the CM/GC or subcontractor's notice and advise the Owner and the CM/GC of the reason(s), if any, why it objects to the proposed termination of its subcontract.

5.3.6 CM/GC(s) shall furnish each bidding and negotiating subcontractor, vendor, and material supplier a copy of the "Project Insurance Requirements," and shall make the same requirement of all subcontractors with respect to their subcontracting or procurement procedures. CM/GC must enter binding agreements with each subcontractor that require the subcontractor to obtain commercial general liability insurance coverage listing Lee County and Lee County Port Authority as additionally insured on a primary and non-contributory basis. The limits of coverage required will be at the discretion of CM/GC, and should reflect the scope of work provided by the subcontractor.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1 Each subcontract agreement for a portion of the Work is assigned by the CM/GC to the Owner contingent upon the following:

- .1 Assignment is effective only after termination of the Contract by the Owner for cause, termination for convenience or if the Owner elects to carry out the Work, and only for those subcontract agreements which the Owner accepts by notifying the subcontractor in writing within fourteen (14) days; and

.2 Subject to the prior rights of the surety, if any, obligated under the bonds relating to the Contract.

5.4.2 Upon such assignment, if the Work has been suspended for more than thirty (30) days, the subcontractor's compensation shall be equitably adjusted.

5.4.3 Each subcontract agreement shall provide that it may be assigned as provided herein.

ARTICLE 6 - CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION WITH OWN FORCES AND TO AWARD OTHER CONTRACTS

6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, which include persons or entities under separate contracts not administered by the CM/GC. The Owner further reserves the right to award other contracts in connection with other portions of the Project or other construction or operations on the site. If the CM/GC claims that delay or additional cost is involved because of such action by the Owner, the CM/GC shall make such Claim as provided elsewhere in the Contract Documents.

6.1.2 When the Owner performs construction or operations with the Owner's own forces including Contractors under separate contracts not administered by the CM/GC, the CM/GC shall provide for coordination of such forces with the Work of the CM/GC and its subcontractors, who shall cooperate with them. The CM/GC shall coordinate its Work with other separate contractor's work, and participate with other separate contractors and the Owner in reviewing related construction schedules when directed to do so. The CM/GC shall make any revisions to the Progress Schedule deemed necessary after a joint review and mutual agreement.

6.1.3 The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service of another government agency at any time during the progress of the Work. Should the owner of any public or private utility service, FAA or federal facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the Work, the CM/GC shall cooperate with such utility owners by arranging and performing the Work in this Contract so as to facilitate such construction, reconstruction or maintenance of such utilities.

ARTICLE 7 - CHANGES IN THE WORK

7.1 CHANGES

7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Contract Amendment (CA) or Field Directive (FD). No change to the Contract scope, time or cost shall be authorized without a fully executed CA or FD. Any work performed or assumed by the CM/GC prior to a CA or FD being executed by the Owner shall be at no cost or time to the Owner and shall be borne by the CM/GC.

7.1.2 A Contract Amendment shall be based upon agreement between the Owner and CM/GC.

7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and CM/GC shall proceed with the Work promptly, unless otherwise provided in the CA or FD.

7.2 CONTRACT AMENDMENTS

7.2.1 A CA is a written contract modification signed by the Owner and CM/GC stating their agreement upon the following:

- .1 a change in the Work;
- .2 the amount of an adjustment in the Total Project Price, if any; and
- .3 the extent of the adjustment in the Project Time, if any.

7.2.2 If the CA provides for an adjustment to the Total Project Price, the amount of the adjustment shall be determined by one of the methods provided herein.

7.3 FIELD DIRECTIVE

7.3.1 A FD is a written order prepared and signed by the Owner directing a change in the Work prior to agreement to an adjustment, if any, in the Total Project Price or Project Time, or both. A FD may also be issued to expedite a change in work so as to not hinder job progress. The Owner may, by FD and, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Total Project Price or Project Time being adjusted accordingly.

7.3.2 A FD shall be used when time does not allow the preparation of adequate documentation or when there is disagreement between the Owner and CM/GC related to the changes in work. A FD shall be issued by the Owner in the absence of agreement on the terms of a CA. All work directed by the Owner through the issuance of a FD shall be accomplished promptly by the CM/GC. The Owner may pay the CM/GC for any work performed to the satisfaction of the Owner, at the sole discretion of the Owner. If a FD is agreed to by the CM/GC, the corresponding back-up and justification shall be converted into a CA and executed by both parties. If a FD is not agreed to by the CM/GC, the Owner shall work with the CM/GC to reach agreement on dollars, time and scope for the work performed and then subsequently provide documentation to convert the FD into a CA for execution by both parties. If the Owner and CM/GC cannot come to agreement on the dollars, time or scope of the work performed, the amount of the FD not satisfactorily performed and paid by the Owner will be considered a disputed item to be resolved in accordance with the provisions of the Contract.

7.3.3 Upon receipt of a FD, the CM/GC shall promptly proceed with the change involved and sign the FD acknowledging the CM/GC's agreement to the proposed adjustment in the Total Project Price and/or Project Time.

7.3.4 If the CM/GC does not sign the FD promptly or disagrees with the proposed adjustment in the Total Project Price and/or Project Time, then the FD may be executed and issued by the Owner without the CM/GC's signature. The CM/GC will promptly proceed with completing the changes to the Work identified in the executed FD.

7.3.5 The CM/GC may submit, and the Owner may approve, payments to the CM/GC for work performed to the satisfaction of the Owner as authorized and directed in an executed FD. If the Owner elects to process payments based on work performed as directed under a FD, the method of calculating the payment and payment amount shall be at the sole discretion of the Owner. Any payments or adjustment hereunder, made in the Owner's discretion, shall not constitute an admission by the Owner of liability for those payments or adjustments and shall not constitute a waiver of any of the Owner's or CM/GC's rights under the Contract Documents.

7.4 MINOR CHANGES IN THE WORK

7.4.1 The Owner may order Minor Changes in the Work not involving adjustment in the Work Scope, Total Project Price or Project Time. Such changes shall be made in writing by the Owner to the CM/GC. This order for a Minor Change in Work will be promptly carried out by the CM/GC. Any disputes by the CM/GC that the Owner-issued Minor Changes do adjust the Work Scope, Total Project Price or Project Time shall be made to the Owner in writing within five (5) working days from the receipt of the order for Minor Change.

7.5 FORCE ACCOUNT WORK

7.5.1 Force Account Work shall be documented and verified jointly by the CM/GC and the A/E. The CM/GC bears the responsibility for obtaining daily approval of all allowable Force Account charges including, but not limited to time sheets, labor, equipment, material, certified invoices, subcontractor and any other cost accounting records that evidence the actual final calculations for the cost of the Force Account Work activity. Absent this information, the Owner will only approve changes that are deemed reasonable based on Owner's observations and knowledge. Upon verification of the total charges, the Owner will prepare a CA for this Force Account Work in the manner described in Article 7.2.

ARTICLE 8 - TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, Project Time is the period of time, including authorized adjustments, allotted in the Contract Documents for the Substantial and Final Completion of the Work.

8.1.2 The date of commencement of the Work is the date of the Task Authorization. The date shall not be postponed by the failure to act of the CM/GC or of persons or entities for who the CM/GC is responsible.

8.1.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

8.1.4 The Task Authorization (TA) shall state the date for CM/GC to begin the construction and from which date Project Time will commence. The CM/GC shall begin the work to be performed under the Task as authorized in writing by the Owner within ten days of the date set by the Owner in the written Task Authorization or the CM/GC may be declared in default of the Contract. The CM/GC shall notify the Owner at least 48 hours in advance of the time actual construction operations will begin. The Owner may authorize portions of the Work to begin with phased or multiple Task Authorizations which shall not affect the overall project time or schedule. When the Owner authorizes the remaining portions of Work under phased or multiple Task Authorizations, and the CM/GC feels that these delayed Task Authorizations affect the overall completion time or schedule, the CM/GC shall submit a request for time or schedule adjustment to the Owner for consideration.

8.2 PROGRESS AND COMPLETION

8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement and the CA the CM/GC confirms that the Project Time is a reasonable period for performing the Work.

8.2.2 The CM/GC shall proceed with the Work expeditiously and with adequate forces and shall achieve Substantial and Final Completion within the Project Time established by the Contract Documents.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 The Project Time shall be adjusted only by CA. Any request for a Contract Amendment involving a time extension shall be delivered to the Owner. The CM/GC shall take all steps reasonably possible to minimize the adverse impact of the events giving rise to the time extension request (the “delay event”) on the Work.

8.3.2 Should the CM/GC desire an extension of Project Time, such time extension request must be supported with a summary analysis of the basis or cause of the potential delay event, supporting documentation evidencing the basis or cause of the delay event, and sufficient scheduling data demonstrating the anticipated impact to the critical path. The CM/GC’s request for an adjustment of the Project Time must be substantiated by an analysis of the critical path method schedules in use on the Project.

.1 The analysis must include the following steps:

(a) For the delay event, the CM/GC must utilize the accepted project schedule with a data date immediately prior to the date that the alleged delay event occurred (or utilize the schedule update with a data-date immediately prior to the date that the alleged delay event occurred), and compare the project critical path to the critical path of the accepted project schedule with a data-date immediately after the date the alleged delay event ended (or the schedule update with a data date immediately after the date the alleged delay event ended).

(b) The comparison of these two accepted project schedules, or schedule updates, must show that the project completion date was delayed by the delay event and the number of days of delay caused by the delay event.

(c) If the analysis shows that a delay has occurred to the Project completion date due to the delay event, the CM/GC must identify from this analysis the specific critical path activities that have been delayed and the magnitude in calendar days of each delay.

(d) For all delays identified as described above, the CM/GC must identify the activities that the CM/GC believes were delayed by the Owner and the reasons why the Owner should be considered responsible for the delay. All other delays identified in the analysis will be considered the responsibility of the CM/GC. The CM/GC must also identify any delays that the CM/GC believes are concurrent and describe how the Owner and the CM/GC concurrently caused the delay. In the case of a continuing delay, only one request or Claim is necessary.

.2 In addition to the requirements set forth herein, if unusual or abnormal inclement weather conditions are the basis for a request for an adjustment of Project Time, such request shall be documented by National Weather Service data for Southwest Florida International Airport or the Page Field General Aviation Airport, as appropriate to the project site. CM/GC shall be required to demonstrate the extent to which weather conditions had an adverse effect on critical path construction activities.

8.3.3 If any portion of the Work remains uncompleted after the expiration of the Project Time, including all extensions and adjustments thereto, the Owner will incur substantial injury, including loss of use of facilities and inconvenience to the public. Damages arising from such injuries cannot be calculated with any degree of certainty. It is agreed that if the Work is not substantially completed and finally completed as defined in the Contract Documents within the established Project Time or within such further time, if any, as shall be allowed for such completion in accordance with the Contract Documents, the CM/GC or the CM/GC's Surety shall pay to the Owner Liquidated Damages, not as a penalty, but as an agreed amount between the parties, recognizing the impossibility of precisely ascertaining the actual damages to Owner for such delay. The amount of the Liquidated Damages is defined in the Project Information Sheet for the Project or the CA imposing specific Liquidated Damages for any portion of the Work under the Contract. Permitting the CM/GC to finish the Work after the expiration of the Project Time established by the Contract Documents shall in no way operate as a waiver by the Owner of any of its rights under this Article or elsewhere in the Contract Documents.

8.3.4 The Work under this Project is only a part of the Owner's construction program. As a result, Work under this Project may be required to be completed by certain milestone dates set forth in the Contract Documents ("milestone dates") in order to interface with the work on other components of the Owner's construction program. The schedule for the Owner's construction program or the specification of milestone dates is not intended to take the place of complete Work scheduling by the CM/GC, but is provided to show certain critical milestone dates for various phases of the Work on which the CM/GC's Baseline Schedule or Progress Schedules must be based. There shall be no changes in the milestone dates, except by CA or FD. In the event that the CM/GC completes any required

portions of the Work ahead of the milestone dates or is precluded from doing so by acts of the Owner or third parties, the CM/GC shall not be entitled to damages against the Owner for completing or failing to complete the Work earlier.

8.3.5 The CM/GC shall cooperate with the Owner in order to maintain the progress of the Work in accordance with the CM/GC's current accepted schedule and Project Time requirements. In addition to the requirements regarding Progress Schedule updates, if the Owner determines that the CM/GC is failing to maintain the progress of the Work, through no fault of the Owner, the CM/GC must, within seventy-two (72) hours of written request of the Owner, submit a written response detailing the CM/GC's plan of action to recover lost time in order to maintain the progress of the Work in accordance with the CM/GC's current accepted schedule or Project Time requirements. In such event, the CM/GC shall comply with the Owner's written orders to take whatever steps are necessary to recover lost time and maintain the progress of the Work. These steps may include, but are not limited to, re-sequencing the Work activities, increasing the number of CM/GC's shifts, workforce, supervision, work days, overtime operations, equipment resources, or expediting delivery of materials or equipment. The CM/GC shall not be entitled to additional compensation for actions required or ordered under this Article or related Contract provisions.

8.3.6 In addition to other remedies available to the Owner, if the CM/GC fails to maintain the progress of the Work in accordance with the CM/GC's current accepted schedule or Project Time requirements, the Owner may, upon seven (7) days written notice to the CM/GC and its Surety, order the CM/GC to suspend or cease all or a portion of the Work and the Owner may demand that the CM/GC's Surety prosecute all or a portion of the Work in accordance with the Contract Documents. Failure of the Surety to so perform within seven (7) days of receipt of such notice shall be grounds for the Owner to prosecute the Work at Surety's and CM/GC's expense.

8.4 NO DAMAGE FOR DELAY TO CM/GC

8.4.1 Notwithstanding any provision in the Contract Documents to the contrary, an extension of the Project Time shall be the CM/GC's sole and exclusive remedy for any delay of any kind or nature.

8.4.2 Regardless of any early completion date anticipated by the CM/GC or indicated by the CM/GC on any Progress Schedule or any other form of communication, under no circumstances shall the CM/GC be entitled to additional compensation for delays unforeseen by the CM/GC in its performance of the Work caused by circumstances beyond its control where the Work is completed within the Project Time.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.1 TOTAL PROJECT PRICE

9.1.1 The Total Project Price is the total amount of all Task Authorizations and Contract Amendments issued under the Project and, and is the total amount payable by the Owner to the CM/GC for performance of the Work under the Contract Documents.

9.1.2 Notwithstanding anything to the contrary contained in the Contract Documents, the Owner may withhold any payment to the CM/GC hereunder if and for so long as the CM/GC fails to perform any

of its obligations hereunder or otherwise is in default under any of the Contract Documents; provided, however, that any such withholding shall be limited to an amount sufficient, in the reasonable opinion of the Owner, to cure any such default or failure of performance by the CM/GC.

9.2 SCHEDULE OF VALUES

9.2.1 Before the first Application for Payment, the CM/GC shall submit to the Owner a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy and reasonableness (in relationship to actual costs) as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the CM/GC's Applications for Payment. The schedule of values shall be prepared in a format that is acceptable to the Owner.

9.2.2 The CM/GC's Schedule of Values must contain a separate line item for General Conditions, which are defined as general overhead and administrative charges for on-site personnel, office space, and other related costs as approved by the Owner. In addition, a separate line item must be included for DBE General Conditions, which are similarly defined, but separately listed. The total amount for General Conditions must be reasonable in relationship to the Work and approved by the Owner. Payment for General Conditions shall be prorated according to the work-in-place (excluding stored materials) reported in the approved Application for Payment.

9.2.3 Modifications and/or expansion of the schedule of values may be required if requested by the Owner. These modifications and/or expansions may be necessary to define construction costs for certain elements that would be required by the Owner to better track governmental grant expenditures.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 Application for payment from the CM/GC will be transmitted electronically to the Owner for review and approval. The exact format of this electronic payment submittal will be determined by the Owner and discussed at the Preconstruction Meeting.

9.3.2 At least five (5) days before the date established for each progress payment (date to be established at the preconstruction meeting), the CM/GC shall submit to the A/E an Application for Payment for Work completed in accordance with the schedule of values or unit price schedule, as applicable (see Article 9.3.4 for items to be included). Such application shall be in the exact form provided in the Contract Documents, and shall be notarized and supported by such data substantiating the CM/GC's right to payment as the Owner or A/E may require (such as copies of invoices from subcontractors and material suppliers) and reflecting retainage in the amount of ten percent (10%) unless otherwise provided in the Contract Documents.

9.3.3 Each Application for Payment shall be certified as correct by the CM/GC. In addition, each Application for Payment shall contain the following certification: "CM/GC hereby certifies that, except as indicated on the attached documents, there are no Claims of CM/GC, its subcontractors or material suppliers as of the date of this Application for Payment that have not been completely resolved, that the CM/GC has no knowledge of any unresolved Claims by subcontractors or material suppliers, that all subcontractors and material suppliers have been paid to date from funds received for previous

Applications for Payment, that there is no known basis for the filing of any Claim on the Work and CM/GC, upon receipt of funds due in this Application for Payment, hereby releases the Owner from any claims arising from the Work, except for retainage.”

9.3.4 Prior to processing any Pay Application submitted by the CM/GC, the following items must be submitted by the CM/GC with the Pay Application:

- Monthly Compliance Report
- List of Payees
- CM/GC’s Partial Release of Lien
- Subcontractors’ Partial Release of Lien
- Receipts for stored materials being billed

Certified Payrolls may be submitted separately.

If all items are not received, the Pay Application may be returned to the CM/GC.

9.3.5 Such applications may not include requests for payment of amounts the CM/GC does not intend to pay to a subcontractor or material supplier because of a dispute or other reason.

9.3.6 At the Owner's sole discretion, payment may be made for the net cost of materials and equipment delivered and suitably stored at an approved location either on the Owner’s property, or at an acceptable location off the Owner’s property, for subsequent incorporation into the Work. Payment for stored items shall be conditioned upon the CM/GC's agreement to: (a) submit invoices evidencing the costs of such stored items along with inventory quantity lists; (b) label or tag and segregate the stored items specifically for this Project; (c) provide evidence of insurance of the storage facility and the stored materials if stored off site (with Owner named as loss payee); (d) provide a consent of surety for the Owner’s payment for such stored items, if requested by the Owner; (e) provide a bill of sale, invoice or other documentation evidencing that the Owner has received or, upon payment, shall receive the stored items free and clear of all claims and liens; (f) make the stored items available for the Owner’s and A/E’s periodic inspection; (g) be responsible for all loss or damage to stored materials arising from theft, malicious mischief or vandalism until Substantial Completion is achieved; (h) if the materials are stored on the Owner’s property, be responsible for the first \$25,000 of any other loss or damage to such stored materials, per occurrence, for any claim against the property insurance provided pursuant to the Contract Documents for the Work; (i) if the materials are stored off site, be responsible for all loss or damage to such stored materials regardless of cause or occurrence. Payment for stored items shall not relieve the CM/GC of its obligations to furnish and install the items in accordance with the Contract Documents. If requested by the Owner, the CM/GC shall submit, within thirty (30) days after the date of commencement of the Work, and thereafter as the Owner requires, material delivery schedules for each category or subcontract for which Application for Payment will be made, which schedules shall include items, quantities, value or unit prices with extensions and the month in which Application for Payment with respect thereto is expected to occur. Progress schedules shall be updated on a monthly basis and submitted as an attachment to the CM/GC's Application for Payment.

9.3.7 The CM/GC warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The CM/GC shall be responsible for adequately

securing and protecting from damages, including weather, all materials and equipment stored either on or off the Owner's property. The CM/GC further warrants that upon submittal of an Application for Payment all Work for which payments have been previously received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the CM/GC, subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials or equipment relating to the Work.

9.3.8 Concurrent with the CM/GC's submission of an Application for Payment, the CM/GC may be required to submit an updated Progress Schedule and make available for review and inspection by the Owner, an updated version of the As-built Drawings, prepared in accordance with the requirements of the Contract Documents reflecting all items of Work for which the CM/GC is seeking payment. Failure to have the updated As-built Drawings available for review or to reflect items of Work on the updated As-built Drawings for which payment is sought may result in the Owner's withholding payment or partial payment from the CM/GC until such time as properly updated As-built Drawings are prepared.

9.4 APPROVAL OF APPLICATIONS FOR PAYMENT

9.4.1 Within four (4) days after the A/E's receipt of the Project Application for Payment, the A/E will either issue to the Owner an approved Application for Payment, with a copy to the CM/GC, for the amount the Owner determines is properly due, or notify the CM/GC and Owner in writing of the A/E's reasons for withholding certification in whole or in part. A copy of any notification will be forwarded to the CM/GC by the A/E.

9.4.2 The issuance of an approved Application for Payment will constitute a representation made separately by the A/E to the Owner, based on its observations at the site and the data comprising the Application for Payment submitted by the CM/GC, that the Work has progressed to the point indicated and that the quality of the Work appears to be in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the A/E. The issuance of an approved Application for Payment by the A/E will further constitute a representation that the CM/GC is entitled to payment in the amount certified and A/E's recommendation to issue payment. However, the issuance of an approved Application for Payment will not be a representation that the A/E has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed the CM/GC's construction means, methods, techniques, sequences or procedures; (3) reviewed copies of requisitions received from subcontractors and material suppliers and other data to substantiate the CM/GC's right to payment; or (4) made examination to ascertain how or for what purpose the CM/GC has used money previously paid on account of the Total Project Price. The CM/GC may not rely upon the A/E's approval of the Application for Payment as approval and acceptance of the Work reflected thereon.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1 The A/E may decide not to approve payment and may withhold an Application for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the A/E's

opinion, the representations to the Owner described in 9.4.2 cannot be made. If the A/E is unable to certify payment in the amount of the Application for Payment, the A/E will notify the CM/GC and Owner as provided herein. If the CM/GC and A/E cannot agree on a revised amount, the A/E will promptly issue an Application for Payment for the amount that the A/E approves. The A/E may also decide not to certify payment or, because of subsequent observations, may nullify the whole or a part of an Application for Payment previously issued, as may be necessary in the A/E's opinion to protect the Owner from loss because of:

- .1 Defective Work not remedied;
- .2 Third party claims filed or reasonable evidence indicating probable filing of such claims;
- .3 Failure of the CM/GC to make payments properly to subcontractors or for labor, materials or equipment;
- .4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Total Project Price;
- .5 Damage to the Owner or another Contractor;
- .6 Reasonable evidence that the Work will not be completed within the Project Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 Persistent failure to carry out the Work in accordance with the Contract Documents; or
- .8 Failure to prepare and make available properly updated As-built drawings.

9.5.2 When the above reason(s) for withholding certification are removed, certification will be made for amounts previously withheld.

9.5.3 If the CM/GC disputes any determination by the A/E with regard to any Application for Payment, the CM/GC nevertheless shall continue to expeditiously prosecute the Work.

9.6 PROGRESS PAYMENTS AND RETAINAGE

9.6.1 After the Application for Payment has been received by the Owner, the Owner shall make payment to the CM/GC (which shall provide for all applicable retentions, including but not limited to 10% retainage on all progress payment), pursuant to Florida Statutes (currently within twenty-five (25) business days after the date received). Payment by the Owner shall not constitute approval or acceptance of any item of cost in the Application for Payment. No partial payment made hereunder shall be construed to be final acceptance or approval of that portion of the Work to which such partial payment relates or relieve the CM/GC of any of its obligations hereunder.

9.6.2 CM/GC has the option to receive electronic payment from the Owner for progress payments. CM/GC must make formal request at the Preconstruction Meeting to receive electronic payment. Otherwise, Owner payments will be made via check.

9.6.3 Subcontractor and Material Supplier Payments

- .1 The CM/GC shall pay each subcontractor and material supplier, within ten (10) days following receipt of payment from the Owner, out of the amount paid to the CM/GC on account of each subcontractor's portion of the Work, the amount to which each subcontractor or material supplier is entitled, subject to amounts actually retained from payments to the CM/GC on account of each subcontractor's portion of the Work.
- .2 The CM/GC shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to sub-subcontractors and material suppliers within seven (7) days.
- .3 If required by the Owner, within fifteen (15) days of receipt of payment from the Owner, the CM/GC shall send to the Owner copies of checks paid for all items of the CM/GC's costs listed in the Application for Payment that were not paid prior to the date on which the Application for Payment was submitted.
- .4 If in an Application for Payment the CM/GC requests payment for items of work performed by a subcontractor or materials supplied by a material supplier, then the CM/GC must pay such subcontractor or material supplier, within ten (10) days following receipt from the Owner, for such work or materials. If the CM/GC fails to pay a subcontractor or material supplier within ten (10) days of receipt of funds from the Owner, then the Owner may, at its option, following a request from the unpaid subcontractor or material supplier and consultation with the CM/GC, pay such subcontractor or material supplier the applicable sums paid the CM/GC on account of the subcontractor's work or material supplier's materials, and deduct such sums from any monies due the CM/GC in the future unless the CM/GC can furnish information satisfactory to the Owner that the payment should not be made and CM/GC is actively taking steps to resolve a dispute, if applicable. The Owner's options in this Article are in addition to any other rights set forth in the Contract.
- .5 CM/GC may request payment from Owner for subcontractor's retainage. At the time such retainage is requested, CM/GC must provide Owner with a Consent of Surety for such partial release of retainage and a Final Release of Lien/Claims Form from each subcontractor for which retainage payments are requested. Any early reduction of a portion of retainage shall have no effect on CM/GC's warranty and other obligations to the Owner. CM/GC shall remain liable to Owner for all items of Work in accordance with the Contract Documents notwithstanding any early release of CM/GC's retainage.

9.6.4 Neither the Owner, nor A/E shall have any obligation to pay or to assure the payment of money to a subcontractor for Work on the Project. The Owner may, however, demand sworn statements of accounts from subcontractors or material suppliers and, at the Owner's sole discretion, pay subcontractors or material suppliers by joint checks or directly for those amounts agreed by the CM/GC as due and owing. In such event, the CM/GC agrees any such payments shall be treated as a direct payment to the CM/GC's account.

9.6.5 CM/GC shall include in all subcontracts language providing that CM/GC and subcontractor will attempt to resolve payment disputes by alternative dispute resolution mechanisms. CM/GC shall promptly take the initiative to commence such resolution process if CM/GC has withheld a payment to a subcontractor for a cause that is disputed by subcontractor. CM/GC shall make every effort to resolve such payment disputes with its subcontractors quickly and in a reasonable manner, so as not to delay the Work.

9.7 CONTINUED PERFORMANCE PENDING PAYMENT

9.7.1 The Owner's obligation to make timely payments and the CM/GC's obligations to diligently prosecute the Work shall continue uninterrupted during the time a payment dispute is pending between the Owner and the CM/GC or between the CM/GC and a subcontractor or material supplier.

9.8 PARTIAL ACCEPTANCE AND OCCUPANCY/USE

9.8.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage provided such occupancy or use is consented to by the insurer. Such occupancy or use may commence whether or not the portion of the Work is substantially complete, provided the Owner and CM/GC have accepted in writing through the A/E the responsibilities assigned to each of them for security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction or completion of the Work and commencement of warranties required by the Contract Documents. Consent of the CM/GC to partial occupancy or use shall not be unreasonably withheld.

Immediately prior to such partial occupancy or use, the Owner, CM/GC and A/E shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work. Once the Owner has determined that a portion of the work has been substantially completed in accordance with the Contract Documents, a Certificate of Partial Acceptance shall be issued by the Owner. A Partial Acceptance Punch List shall be attached as a result of this inspection. The Certificate of Partial Acceptance shall also address any warranties related to items of Work and when such warranties take effect. The CM/GC has thirty (30) calendar days from the receipt of the Punch List to complete all work items. For any work items not completed on the thirty-first (31) calendar day, the Owner will have the right to use the CM/GC's retainage to hire a third party to complete the work. If the cost to independently complete the remaining work items exceeds the amount withheld as retainage, the CM/GC shall be billed and responsible for payment of these additional costs.

9.9 SUBSTANTIAL COMPLETION

9.9.1 Substantial Completion is the stage in the progress of the Work when the Work as identified in the Contract, as amended, is sufficiently complete in accordance with the Contract Documents, and when all required occupancy permits, if any, have been issued, so that the Owner can occupy or utilize the Work for its intended use.

9.9.2 When the CM/GC considers that the Work is Substantially Complete, the CM/GC will submit a written request to the Owner for a Substantial Completion inspection. Within five (5) days, unless otherwise agreed to by the CM/GC and Owner, the Owner, CM/GC and A/E will inspect the Work and the Owner will determine if the Work is Substantially Complete.

9.9.3 As a result of the Substantial Completion inspection, if the Owner determines that the Work is not Substantially Complete, the Owner will submit to the CM/GC a written determination that the Work is not Substantially Complete within five (5) days of the inspection. The determination will include a listing of those items that must be completed in order for the Owner to consider the Work Substantially Complete. The CM/GC must complete the listed work and then request in writing a subsequent Substantial Completion inspection. No additional Project Time shall be granted for the CM/GC's failure to achieve Substantial Completion. This process will continue until the Owner determines that the Work is Substantially Complete.

9.9.4 As a result of the Substantial Completion inspection, if the Owner determines that the Work is Substantially Complete, the Owner will prepare a Certificate of Substantial Completion which will establish the date of Substantial Completion, establish responsibilities of the Owner and CM/GC for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the CM/GC shall finish all items on the punch list accompanying the Certificate. The Owner will work with the CM/GC and the A/E to jointly prepare a comprehensive punch list of items to be completed or corrected. The CM/GC will be provided a copy of the Certificate of Substantial Completion and punch list no later than five (5) days after the inspection of Work. The CM/GC shall proceed promptly to complete and correct items on the punch list within the Project time allowed between the dates of Substantial Completion and Final Completion. Failure to include an item on the punch list does not alter the responsibility of the CM/GC to complete all Work in accordance with the Contract Documents.

9.9.5 Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work unless otherwise provided in the Certificate of Substantial Completion and if agreed in writing between the Owner and CM/GC. Within fourteen (14) days of the date of Substantial Completion, the CM/GC shall secure and deliver to the Owner acceptable written warranties and guarantees, including those from its subcontractors and material suppliers bearing the date of Substantial Completion and stating the period of warranties and guarantees as required by the Contract Documents. The CM/GC is responsible for the warranty of all Work, whether performed by it or by its subcontractors or material suppliers at any tier.

9.9.6 The Owner shall have no obligation for a partial release of retainage, unless expressly set forth in the Contract Documents or otherwise agreed to by the Owner.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 When the CM/GC considers that the Work is Finally Complete, the CM/GC will submit a written request to the Owner for a Final Completion inspection. Within five (5) days, unless otherwise agreed to by the CM/GC and Owner, the Owner, CM/GC and A/E will inspect the Work and the Owner will determine if the Work is Finally Complete.

9.10.2 As a result of the Final Completion inspection, if the Owner determines that the Work is not Finally Complete, the Owner will submit to the CM/GC a written determination that the Work is not Finally Complete within five (5) days of the inspection. The determination will include a listing of those items that must be completed in order for the Owner to consider the Work Finally Complete. The CM/GC must complete the listed work and then request in writing a subsequent Final Completion inspection. No additional Project Time shall be granted for the CM/GC's failure to achieve Final Completion. This process will continue until the Owner determines the Work is Finally Complete.

9.10.3 As a result of the Final Completion inspection, if the Owner determines that the Work is Finally Complete, the Owner will prepare a Certificate of Final Completion which will establish the date of Final Completion. When the Owner finds the Work acceptable under the Contract Documents and that Contract has been fully performed, including the delivery of all close out documentation required herein, the A/E will approve the final CM/GC's Application for Payment, thereby representing that to the best of its knowledge, information and belief, and on the basis of its observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the amount requested in the CM/GC's Final Application for Payment has been earned and is due and payable subject to the Owner's claims, liquidated damages and back charges, if any.

9.10.4 Neither final payment nor any remaining retainage will become due until the CM/GC submits to the Owner the following:

- .1 an original affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied;
- .2 a certificate evidencing that insurance required by the Contract Documents will remain in force for one year following Substantial Completion and will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner;
- .3 a written statement that the CM/GC knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents;
- .4 an original Consent of Surety to Final Payment;
- .5 if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner;

- .6 a written statement, endorsed and dated by the A/E, that all outstanding punch list items have been addressed to the satisfaction of the A/E and Owner;
- .7 any applicable final meter readings for utilities, measured record of stored fuel, and similar data as of the time of Substantial Completion or when Owner took possession of and responsibility for corresponding elements of the Work;
- .8 all required As-built drawings, operating and maintenance instructions and manuals, schedules, bonds, certificates of inspection, and acceptable warranty and guaranty documents;
- .9 an original Certificate of Occupancy, if required by any law or the Contract Documents (the CM/GC is solely responsible for obtaining the Certificate of Occupancy);
- .10 if applicable and if airport badges were required by the Contract, turn in all badges or pay for any missing badges;
- .11 submit final DBE participation percentages;
- .12 a written statement, endorsed and dated by the A/E, that all record drawings, warranties and project-related files have been reviewed by the A/E and provided as required in the Contract and Project specifications; and
- .13 original Final Release Forms from CM/GC and its subcontractors; and a copy of final release forms from sub-subcontractors and material suppliers. If a subcontractor refuses to furnish a release or waiver required by the Owner, the Owner may retain all money that the Owner may be compelled to pay in discharging such claim, including all costs and reasonable attorneys' fees. However, the Owner may elect not to retain any monies if the CM/GC certifies that it is proceeding diligently and in good faith to resolve its dispute with the subcontractor in accordance with the subcontract dispute resolution process and the CM/GC's Surety consents to the Owner's payment to the CM/GC despite such claim.
- 14. certify all social security, unemployment and other taxes (city, state, federal government) have been paid, and all labor standards local, state or general requirements have been in compliance.

9.10.5 Acceptance of Final Payment by the CM/GC, a subcontractor or material supplier (hereinafter "payee") shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of Final Application for Payment.

9.10.6 CM/GC shall provide final cleaning of the Work, at the time indicated, consisting of cleaning each surface or unit of work to normal clean condition. CM/GC shall remove temporary protection devices and facilities which were installed during course of the Work to protect previously completed work during the remainder of the construction period. CM/GC shall comply with safety standards and governing regulations for cleaning operations. CM/GC shall not burn waste materials, or bury debris or excess materials on the Owner's property, or discharge volatile or other harmful or

dangerous materials into drainage systems, or remove waste materials from site and dispose of those materials in an unlawful manner.

9.11 OWNER'S AUDIT RIGHTS

9.11.1 The CM/GC's records shall be open to inspection and subject to audit or reproduction by the Owner or its authorized representative to the extent necessary to adequately permit evaluation and verification of the cost of the Work, and any invoices, Contract Amendments, Field Directives, Force Account payments or Claims submitted by the CM/GC or any of its subcontractors or material suppliers pursuant to the execution of the Contract. The CM/GC's Records include but are not limited to the following: accounting records (hard copy, as well as computer readable data), written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; Contract Amendment files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledgers; documents; and any other supporting documents deemed necessary by the Owner to substantiate charges related to this Contract (all foregoing hereinafter referred to as "CM/GC's Records"). The CM/GC's records described above shall be maintained and made available to the Owner or its authorized representative for not less than five (5) years after date of Final Completion.

9.11.2 Audits may require inspection and copying at reasonable times and places of any and all information, materials and data of every kind and character, including without limitation, the CM/GC's Records necessary to evaluate and verify direct and indirect costs (including overhead allocations), as they may apply to costs associated with the Contract.

9.11.3 The Owner or its authorized representative shall be afforded access to all of the CM/GC's Records, and shall be allowed to interview any of the CM/GC's employees, pursuant to the provisions of this Article throughout the term of the Contract and for a period of five years after final payment or longer if required by law.

9.11.4 The CM/GC shall require all subcontractors, insurance agents, and material suppliers to comply with the provisions of this Article by insertion of the requirements hereof in a written Contract between the CM/GC and its subcontractors, insurance agents and suppliers. Such requirements will also apply to sub-subcontractors and subcontractors' material suppliers. The CM/GC will cooperate fully and will cause all of the CM/GC's subcontractors (including those entering into lump sum subcontracts) to cooperate fully in expeditiously furnishing or making available to Owner whenever requested all such information, materials and data.

9.11.5 The Owner or its designated representative shall have access to the CM/GC's facilities, shall have access to all necessary CM/GC's Records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this Article.

9.11.6 If an audit inspection or examination in accordance with this Article, discloses overcharges (of any nature) by the CM/GC to the Owner in excess of one percent (1%) of the total Project billings, the actual cost of the Owner's audit shall be reimbursed to the Owner by the CM/GC. Any adjustments or payments which must be made as a result of any such audit or inspection of the CM/GC's Records shall be made within a reasonable amount of time (not to exceed 90 days) from

presentation of the Owner's finding to the CM/GC. Any overpayments to the CM/GC by the Owner shall bear interest at the rate of six percent (6%) per annum.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The CM/GC shall be responsible for initiating, maintaining and supervising all safety precautions and implementing and monitoring a safety program in connection with the performance of the Work, including but not limited to those requirements in this Article. The CM/GC may be required to submit to the Owner a copy of its safety plan within ten (10) days of issuance of any Task Authorization. The CM/GC's safety plan, at a minimum, shall designate an on-site safety representative, require that work activities comply with governmental safety guidelines, provide for weekly toolbox safety meetings, establish standard reporting procedures for identification of hazards and notices of noncompliance, and provide procedures for stopping work activities.

10.1.2 In the event the CM/GC fails to initiate, maintain, supervise or monitor the safety of its operations during the performance of the Work, including the operations of its subcontractors, material suppliers and any others for whom the CM/GC is responsible, or the CM/GC fails to otherwise comply with any reporting documentation or other requirement imposed by an insurer providing any of the insurance coverages, then the Owner may, without reservation, pursue any rights or remedies against the CM/GC that are available, under the Contract or by law, including withholding of payment.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The CM/GC shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- .1 Employees or of other persons who may be affected by the Work;
- .2 The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, and whether under care, custody or control of the CM/GC or the CM/GC's subcontractors or sub-subcontractors;
- .3 Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and
- .4 Construction or operations by the Owner or other CM/GCs or contractors.

10.2.2 The CM/GC shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

10.2.3 The CM/GC shall erect and maintain, as required by existing conditions and the Contract Documents, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying the owners and users of adjacent sites and utilities of dangerous conditions.

10.2.4 The CM/GC shall protect adjoining private or public property and shall provide barricades, temporary fences, and covered walkways required to protect the safety of passers-by, as required by prudent construction practices, local building codes, ordinances or other laws, or the Contract Documents.

10.2.5 When use or storage of hazardous materials or equipment or unusual methods are necessary for execution of the Work, the CM/GC shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.6 The CM/GC shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to herein caused in whole or in part by the CM/GC, a subcontractor, or anyone directly or indirectly employed by either of them, or by anyone for whose acts they may be liable and for which the CM/GC is responsible, except damage or loss attributable to acts or omissions of the Owner, A/E or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the CM/GC. The foregoing obligations of the CM/GC are in addition to the CM/GC's other obligations herein.

10.2.7 The CM/GC shall designate a responsible member of the CM/GC's organization as the on-site safety representative whose duty shall be the safety of persons and property as provided herein. This person shall be the CM/GC's superintendent unless otherwise designated by the CM/GC in writing to the Owner.

10.2.8 The CM/GC shall not load (for example, by delivery of materials, structural or physical loads) or permit any part of the construction or site to be loaded so as to endanger the safety of the traveling public, the airlines, tenants, or other airport users, the Owner, A/E, CM/GC or their agents, representatives or employees.

10.2.9 The CM/GC shall take all reasonable precautions to protect and keep the Work, materials and equipment free from injury or damage from rain, wind, storms, frost or heat. If extreme adverse weather conditions prevent the CM/GC from continuing operations safely in spite of having implemented weather precautions, the CM/GC shall cease Work and notify the Owner of such cessation. The CM/GC shall not permit open fires on the Project site.

10.2.10 The CM/GC shall, at its sole cost and expense, promptly repair any damage or disturbance to walls, utilities, sidewalks, curbs and the property of the Owner or any other person (including municipalities) resulting from the performance of the Work, whether by it or by its subcontractors at any tier. The CM/GC shall maintain streets and working roads in good repair and in an acceptable and usable condition.

10.2.11 The CM/GC shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The CM/GC shall take all necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful or hazardous materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

10.3 HAZARDOUS MATERIALS

10.3.1 In the event the CM/GC encounters on the site material reasonably believed to be hazardous material, such as asbestos or polychlorinated biphenyl (PCB), the CM/GC shall immediately stop work in the area affected and verbally report the condition to the Owner and A/E followed by notification in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the Owner and CM/GC if in fact the material is hazardous and has not been rendered harmless. The work in the affected area shall be resumed if the material is not hazardous, or if it has been rendered harmless, by written agreement of the Owner and CM/GC.

10.3.2 The CM/GC shall not be required to perform any Work relating to hazardous material without its prior consent.

10.4 EMERGENCIES

10.4.1 In an emergency affecting safety or persons or property, the CM/GC shall act to prevent threatened damage, injury or loss.

10.5 PERFORMANCE AND PAYMENT BONDS

10.5.1 A Performance Bond and a Payment Bond in a form acceptable to the Owner, each in an initial amount of not less than the Total Project Price, will be required from the CM/GC to guarantee (a) faithful performance of the requirements of the Contract Documents, including all applicable warranties; and (b) the payment for all labor, materials, or supplies used directly or indirectly in the prosecution of the Work provided for in the Contract Documents.

- .1 The Penal Sum of the Performance Bond and the Payment Bond shall be increased or decreased automatically during the course of the Work in the event that Contract Amendments increase or decrease the Total Project Price so that the Penal Sum of each bond shall be in an amount equal to the Total Project Price Sum at the completion of the Work.
- .2 The Bonds shall be written through a licensed Florida agency on behalf of a surety company licensed to do business in Florida and meeting the following requirements:
 - A. Qualification - Management and Strength: For Contracts in which the Total Project Price exceeds \$100,000, the Surety must be rated no less than "A-" as to management and no less than "VII" as to strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Post Office Box 1107, Summit, New Jersey 08901.

- B. Qualification - Federal Project Approval: The Surety Company executing the bonds shall be on the current list of the U.S. Treasury Department as being approved by and for writing bonds for federally funded projects in an amount not less than the Penal Sum of the bonds provided to Owner.
- C. Bonding Limit - Any One Risk: The bonding limit of the Surety shall not exceed five percent (5%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide.

10.5.2 The CM/GC shall, before commencing the Work, record a copy of the Performance and Payment Bonds in the Lee County Clerk of the Circuit Court's office pursuant to Florida Statute Section 255.05. Upon request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the CM/GC shall promptly furnish a copy of the applicable bond or shall permit a copy to be made.

10.5.3 If the Surety on any bond furnished by the CM/GC is declared bankrupt or becomes insolvent or its right to do business is terminated or suspended in any state or it ceases to meet the requirements defined herein, the CM/GC shall within ten (10) days thereafter substitute another Performance Bond and a Payment Bond from a different Surety, pursuant to the Contract Documents.

ARTICLE 11 - UNCOVERING AND CORRECTION OF WORK

11.1 UNCOVERING OF WORK

11.1.1 If a portion of the Work is covered contrary to the Owner's or A/E's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the A/E or Owner, be uncovered for their observation and be replaced at the CM/GC's expense without change in the Project Time.

11.1.2 If a portion of the Work has been covered which the Owner or A/E has not specifically requested to observe prior to its being covered, the Owner or A/E may request to see such Work and it shall be uncovered by the CM/GC. If such Work is in accordance with the Contract Documents, costs of uncovering and restoration shall, by appropriate Contract Amendment, be charged to the Owner. If such Work is not in accordance with the Contract Documents, the CM/GC shall pay such costs unless the condition was caused by the Owner or a separate contactor in which event the Owner shall be responsible for payment of such costs.

11.2 CORRECTION OF WORK

11.2.1 The CM/GC shall promptly correct Work rejected by the Owner or A/E that fails to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The CM/GC shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Owner's and A/E's services and expenses made necessary thereby.

11.2.2 If, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established herein, or by terms of an applicable special warranty that may be required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the CM/GC shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the CM/GC a written acceptance of that specific condition. This period of one year shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

11.2.3 The CM/GC shall remove from the Site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the CM/GC nor accepted by the Owner.

11.2.4 If the CM/GC does not proceed with correction of nonconforming Work within a reasonable time, fixed by written notice from the Owner, the Owner may correct or remove such nonconforming work and all costs for such corrections or removals shall be assessed against the CM/GC.

11.2.5 The CM/GC shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate CM/GCs or contractors caused by the CM/GC's performing correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

11.2.6 Nothing contained herein shall be construed to establish a period of limitation with respect to other obligations which the CM/GC might have under the Contract Documents. Establishment of the time period of one year relates only to the specific obligation of the CM/GC to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the CM/GC's liability and damages with respect to the CM/GC's obligations other than specifically to correct the Work.

11.3 ACCEPTANCE OF NONCONFORMING WORK

11.3.1 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction. If the Owner accepts the Work under such circumstances, the Total Project Price will be reduced in an appropriate and equitable manner through a Contract Amendment as determined by the Owner, whether or not final payment has been made.

11.4 TESTS AND INSPECTIONS

11.4.1 For the purpose of determining whether the Work is acceptable (as opposed to the CM/GC's quality control activities for which the CM/GC is solely responsible) tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules,

regulations or orders of public authorities having jurisdiction shall be performed at appropriate times. The CM/GC shall be responsible for coordinating and scheduling all permitting agencies' tests and inspections described herein. The Owner or A/E shall make arrangements for all other quality assurance tests, examinations and inspections with such testing laboratories or entities and, except as provided herein or in the technical specifications, the Owner shall bear the costs of such quality assurance tests, examinations and inspections that the Owner so arranges. The CM/GC shall give the A/E timely notice of when each portion of the Work shall be ready and available for quality assurance tests, examinations and inspections. The CM/GC shall provide the Owner's testing representatives reasonable access to the Work (ladders, etc.), at no additional cost, for the purpose of performing such quality assurance tests, examinations and inspections.

11.4.2 In the event the testing, examination and inspection, or approval procedures performed reveal that the Work fails to meet the requirements of the Contract Documents, the CM/GC shall bear all costs arising from the failure, including, but not limited to, the costs to correct the Work and the costs of tests, examinations, inspections and services performed by the A/E and Owner in connection with such tests, examinations, inspections, or approval procedures necessary to establish that the CM/GC's work conforms with the requirements of the Contract Documents.

11.5 PLANT INSPECTION

11.5.1 The Owner and A/E or their authorized representative may inspect, at their source, any specified material or assembly to be used in the Work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the Work and to obtain samples required for its acceptance of the material or assembly.

11.5.2 Should the A/E or Owner conduct plant inspections, the following conditions shall apply:

- .1 The A/E or Owner shall have the cooperation and assistance of the CM/GC and the producer with whom it has contracted for materials.
- .2 The A/E or Owner shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- .3 If required by the A/E or Owner, the CM/GC shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.

11.5.3 It is understood and agreed that the Owner shall have the right to retest any material which has been tested and approved at the source of supply after it has been delivered to the site. The A/E or Owner shall have the right to reject any material which, when retested, does not meet the requirements of the Contract, plans, or specifications.

11.6 MAINTENANCE MEETINGS

11.6.1 The CM/GC shall arrange for each installer of work requiring continuing maintenance or operation, to meet with Owner's personnel, at the Project, to provide basic instructions needed for proper operation and maintenance of the installer's work. At the maintenance meeting the CM/GC shall:

- .1 Provide instructions by the manufacturer's representatives when the installers are not expert in the required procedures;
- .2 Review with the Owner all maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuel, identification systems, control sequences, hazards, cleaning and similar procedures and facilities;
- .3 For operational equipment, demonstrate startup, shutdown, emergency operations, noise and vibration adjustments, safety, economy, efficiency adjustments, and similar operations; and
- .4 Review with the Owner all maintenance and operations in connection with applicable warranties, agreements to maintain bonds, and similar continuing commitments.

11.7 DRUG FREE WORKPLACE REQUIREMENTS

11.7.1 The Southwest Florida International Airport, Page Field General Aviation Airport, and Lee County are drug free workplaces. CM/GC and all subcontractors and material suppliers are required to follow the Drug Free Workplace Act of 1988 and all relevant provisions of the Omnibus Transportation Employee Testing Act of 1991.

ARTICLE 12 - TERMINATION OR SUSPENSION OF THE CONTRACT

12.1 TERMINATION BY THE CONSTRUCTION MANAGER/GENERAL CONTRACTOR

12.1.1 The CM/GC may terminate the Contract because the Work has been stopped for an extended period through no act or fault of the CM/GC or a subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the CM/GC, provided the CM/GC notifies the Owner in writing of such intent and the Owner has not cured the work stoppage within fourteen (14) days of receipt of such notice.

12.2 TERMINATION BY THE OWNER FOR CAUSE

12.2.1 The Owner may terminate the Contract if the CM/GC:

- .1 Fails to perform the Work by not providing a sufficient number of adequately skilled workers or supervisory staff who actively staff the Project and prosecute the Work, or fails to have available at the Project site proper equipment or materials to assure completion of the Work in accordance with the terms of the Contract Documents, or

- .2 Performs the Work unsuitably or neglects or refuses to remove materials or to perform anew any Work that may be rejected as unacceptable and unsuitable, or
- .3 Fails to commence the Work, maintain adequate progress towards completion of the Work or discontinues the prosecution of the Work, or
- .4 Fails to carry out the requirements of the Owner's DBE Policies, or
- .5 Allows any final judgment against it as it relates to this Project to remain unsatisfied for a period of thirty (30) days,
- .6 Makes an assignment for the benefit of creditors, or
- .7 Fails to carry on the Work in accordance with the Contract Documents, which includes failure to fulfill the administrative/paperwork requirements of the Contract, or
- .8 Consents to the appointment of a receiver, trustee or liquidator of all or substantially all of the property of CM/GC, or
- .9 Is the subject of any order or decree of any court or governmental authority or agency having jurisdiction, appointing a receiver, trustee or liquidator to take possession or control of all or substantially all of the CM/GC's property for the benefit of creditors, or
- .10 If at any time the Surety executing a bond is determined by the Owner to be unacceptable and the CM/GC fails to furnish an acceptable substitute Surety within fifteen (15) days after notice from the Owner, or
- .11 For any other cause, fails to carry on the Work in an acceptable manner.

12.2.2 When any of the above reasons exists, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the CM/GC and the CM/GC's Surety seven (7) calendar days written notice and provided the CM/GC, within such seven (7) calendar day period, has not commenced in good faith to cure the cause or breach (or if having commenced such cure, is not proceeding diligently to complete such cure), terminate employment of the CM/GC, in whole or in part, and may, subject to any prior rights of the Surety:

- .1 Take possession of the Project Site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the CM/GC;
- .2 Accept assignment of any or all subcontracts;
- .3 Finish the Work by whatever reasonable method the Owner may determine necessary.

12.2.3 When the Owner terminates the Contract for one of the reasons stated herein, the CM/GC shall not be entitled to receive further payment until the Work is completed.

12.2.4 If the unpaid balance of the Total Project Price exceeds the costs of finishing the Work, including compensation for A/E services and other expenses made necessary thereby, such excess shall be paid to the CM/GC. If the costs of finishing the Work exceed the unpaid balance, the CM/GC shall pay the difference to the Owner.

12.3 SUSPENSION OR TERMINATION BY THE OWNER FOR CONVENIENCE

12.3.1 The Owner may, without cause, by written order direct the CM/GC to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

12.3.2 An extension of Project Time equal to the period of suspension shall be the CM/GC's sole and exclusive remedy for a suspension by the Owner.

12.3.3 The Owner may terminate the Contract, in whole or in part at any time, for its convenience, by giving the CM/GC seven (7) calendar days written notice. The Owner shall have the right, in that event, to take over any or all of the CM/GC's material, supplies, or subcontracts in order to complete the Work and the CM/GC shall assign to the Owner such materials, supplies or subcontracts and purchase orders. The CM/GC shall proceed to complete any part of the Work, as directed by the Owner, and shall attempt to settle all subcontractor and material supplier claims and obligations under the Contract with the Owner. The CM/GC shall be compensated by the Owner for the CM/GC's reasonable costs (including reasonable profits earned on work performed up to the date of termination but excluding anticipatory profits on unperformed portions of the Work), and the CM/GC shall justify its Claims as requested by the Owner with accurate records and data.

PROJECT INSURANCE REQUIREMENTS

CM/GC must provide, pay for, and maintain with companies satisfactory to the Owner, the types of insurance described herein for this project. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida. Promptly after execution of the Project Contract Amendment by both parties, the insurance coverage and limits required must be evidenced by properly executed Certificates of Insurance forms. The certificates must be signed by the authorized representatives of the insurance company/companies shown on the certificates with proof that he or she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to the Authority, on a timely basis, if required by the Owner. These certificates and policies shall contain provisions that advance written notice shall be given to the Owner of any cancellation, intent not to renew, or reduction in the policies' coverage, except in the application of the Aggregate Limits Provisions. In the event of a reduction in the aggregate limit of any policy, the CM/GC shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

1. All insurance coverages of the CM/GC shall be primary and noncontributory to any insurance or self-insurance program carried by the Owner applicable to work under this Project.
2. The insurance coverage and limits required of the CM/GC for this Project are designed to meet the minimum requirements of the Owner. They are not designed as a recommended insurance program. Should the CM/GC have any question concerning its exposure to loss under this Project or the possible insurance coverage needed therefore, it should seek professional assistance.
3. The acceptance by the Owner of any Certificate of Insurance from the CM/GC evidencing the insurance coverage and limits required for this Project does not constitute approval or agreement by the Owner that the insurance requirements have been met or that the insurance policies shown in the Certificate of Insurance are in compliance with

the requirements of the Project.

4. The minimum required insurance coverage is not intended to and shall not, in any manner limit or reduce the liability and obligations assumed by the CM/GC, its agents, employees or subcontractors.
5. No work shall commence on any of the Owner's property by CM/GC unless and until the required Certificates of insurance are received and approved by the Owner's Risk Manager and a written Task Authorization is issued to the CM/GC by the Owner.
6. The CM/GC's General Liability Insurance coverage policy must be endorsed to reflect the fact that the Owner and tenants shall continue to operate their business activities at the Airport during the activities of the CM/GC and that no property used in connection with their activities shall be considered by the CM/GC's insurance company as being in the care, custody or control of the CM/GC.
7. The occurrence form of commercial liability is preferred, however, if a claims-made form is provided, the retroactive date of coverage shall be no later than the inception date of the claims-made coverage. Coverage shall extend beyond the policy year either by a supplemental extended reporting period of unlimited duration and with no less coverage and with reinstated aggregate limits or by requiring that any new policy provide a retroactive date no later than the inception date of claims-made coverage.
8. All of the required insurance coverages shall be issued as required by law and must be endorsed, where necessary, to comply with the minimum requirements contained herein.
9. Renewal certificates of insurance, on an approved form, must be provided to the Owner prior to expiration of current coverage so that there will be no interruption in the Work due to lack of proof of insurance coverage required by the CM/GC.

10. The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Services Office forms and endorsements, or broader, where applicable. Notwithstanding compliance by the CM/GC with the foregoing, the wording of all policies, forms and endorsements must be acceptable to the Owner. If there is any dispute between Owner and CM/GC or their respective agents or representatives as to the suitability of the coverage form to be used, or the limits to be provided in the CM/GC's insurance program, the Owner shall decide whether the intent of the Owner's requirements will be met, and the judgment of the Owner's Risk Manager shall be final.
11. Worker's Compensation and Employer's Liability insurance shall be maintained by the CM/GC during the Project for all employees engaged in work under this Project, in accordance with limits required on the Project Information Sheet. The insurance company must waive its Rights of Subrogation against Lee County and Lee County Port Authority.
12. Commercial General Liability insurance shall be maintained by the CM/GC. Coverage shall include premises and operations, personal injury, contractual for the Project independent contractors, broad form property damage including completed operations, product liability, explosion, collapse and underground coverage with limits of not less than shown on the Project Information Sheet. The properly executed specific aggregate policy endorsement must be attached to the Certificate of Insurance. Coverage should not contain any endorsement(s) excluding normal products/completed operations, contractual liability or cross-liability
13. Automobile Liability insurance shall be maintained by the CM/GC as to the ownership, maintenance, use, loading and unloading of its owned, non-owned, leased or hired vehicles with limits of not less than shown on the Project Information Sheet.
14. Umbrella Liability insurance or Excess Liability insurance may be used to reach the limits of liability insurance required with a limit of not less

than shown on the Project Information Sheet. The aggregate limit, if any, must be specific for this Project. The limits of the primary liability insurance coverage for the comprehensive or commercial general liability policy, automobile liability insurance policy and Employer's Liability insurance policy required above shall not be less than shown on the Project Information Sheet. Umbrella coverage should be in excess of automobile coverage and Employer's Liability coverage, and will follow form of the underlying policies.

15. If Builder's Risk insurance is required, per the Project Information Sheet, the Owner shall be an additional named insured. The perils of earthquake, sinkhole and flood must be included in the policy. It is understood and agreed that any perils not insured under the Builder's Risk insurance shall be the responsibility of the CM/GC, unless the CM/GC is excused or relieved from such responsibility.

16. CM/GC agrees to endorse Lee County and Lee County Port Authority as an additional insureds on the Commercial General Liability, Automobile Liability and Umbrella or Excess policies with the following or similar endorsement providing equal or broader additional insured coverage, the CG 20 26 07 04 Additional Insured - Designated Person Organization endorsement, or the CG 20 10 10 01 Additional Insured - Owners, Lessees, or Contractors, or GC 20 10 07 04 Owners, Lessees or Contractors endorsement, INCLUDING the additional endorsement of GC 20 37 10 01 Additional Insured-Owner's Lessees or Contractors. Completed Operations shall be required to provide back coverage for the contractors "your work" as defined in the policy and liability arising out of the products completed operations hazard. The endorsement should read: "CM/GC agrees to list Lee County, Lee County Port Authority, its employees, and agents as insured on their policy."

17. CM/GC is responsible for acts arising out of the operations of any subcontractor, and independent contractor or material supplier providing services or materials at the CM/GC's direction. CM/GC's subcontracts shall require each subcontractor to obtain commercial liability insurance coverage listing Owner and Lee County as additionally insured on a primary and non-contributory basis. The

CM/GC dictates the levels of insurance required for its subcontractors, and material suppliers providing services or materials and those coverages should reflect the scope of work provided by each.

18. Any increase in premium for this insurance due to the actions of the CM/GC, its subcontractors, or sub-subcontractors shall be paid by the CM/GC, whether coverage is provided by the Owner or by the CM/GC. Any deductible or self-insured retention costs associated with the insurance policies will be the responsibility of the CM/GC.
19. Any insurance carrier's statement reflecting identical coverage as those provided herein will be acceptable.
20. If the CM/GC does not maintain the insurance coverage required for this Project, the Owner may cancel or suspend the CM/GC's work or, at its sole discretion, the Owner shall be authorized to purchase such coverage and charge the CM/GC for the cost of such coverage purchased plus fifteen percent (15%) for overhead expense. The CM/GC shall immediately reimburse the Owner for the premium costs, plus legal interest, if payment is delayed. The Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage purchased or the insurance company/companies used. The decision of the Owner to purchase such insurance coverage shall in no way be construed to be a waiver of Owner's rights under the Contract.

SCHEDULE "C"

BASIS OF COMPENSATION

1. Prior to CM/GC's solicitation of subcontractor bids for any project or task, Port Authority staff will negotiate the CM/GC Professional Service fees associated with each project or task. CM/GC fees will not be negotiated as a percentage of the construction value. CM/GC fees will be negotiated based on personnel assigned to each project/task, individual hourly rates, number of hours, indirect expenses, and mark-ups/profit. CM/GC fees will typically be fixed as a Lump Sum and based on the following:
 - a. General Contractor/General Conditions –
 - i. Non-Personnel costs related to field-based items (insurance, permits, bonds, trailers, equipment, etc.) needed to support the construction effort.
 - ii. Superintendent Personnel costs related to providing on-site construction superintendents to manage low-bid subcontracted construction work.
 - b. Construction Management Services -
 - i. Professional Personnel costs associated with oversight and management of all construction activities, subcontract management, pay application and invoice processing, budget tracking, coordination with FAA, FDOT, Port Authority, etc.
 - ii. Subcontractor costs associated with construction management services (surveying, field locate utilities, etc.) for the project.
2. There will be no Guaranteed Maximum Price (GMP) for any task/project, and no percentages are to be used to calculate CM/GC fees. All project/task contingencies will be held by the Port Authority.

<u>Field Based Personnel</u>	<u>Hourly Rate</u>
On-Site Project Manager	\$167.50
On-Site Assistant Project Manager	\$118.00
On-Site Administration Assistant	\$ 80.50
On-Site Project Superintendent	\$147.50
On-Site Assistant Superintendent	\$121.00
Field Inspector	\$110.00
 <u>Office Based Personnel</u>	
Senior Executive	\$230.00
General Superintendent	\$200.00
Office Based Project Manager	\$167.50
Office Support Staff	\$ 80.50
Accounting Support Staff	\$ 80.50
CADD Technician	\$ 80.50
Safety Officer	\$120.00

SCHEDULE "C-1"

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

ITEM	BASIC OF CHARGE
Telephone (Long Distance)	At Cost
Telegraph	At Cost
Postage	At Cost
Shipping Material	At Cost
Commercial Air Travel	Coach Fare or Best Available Rate
Automobile Travel	Reimbursed as set by §112.061(7)(d)1. F.S.
Lodging (Per Person)	At Cost - Single Occupancy Rate Only
Meals (Breakfast)	\$ 6.00 *n.t.e.
(Lunch)	\$11.00 *n.t.e.
(Dinner)	\$19.00 *n.t.e.
Reproduction (Photocopy) 8-1/2" x 11"	\$ 0.10/Page
8-1/2" x 14"	\$ 0.15/Page
11" x 14"	\$ 0.15/Page
Reproduction (Blue/White Prints)	\$ 0.10/sq. ft.
Printing	At Cost
Binding	At Cost
Computer Equipment	\$20.00/hour *n.t.e.
Other	

*Reimbursed at Actual Cost,
not to exceed stated amount.

SCHEDULE "D"

TRUTH IN NEGOTIATION CERTIFICATE

DATE: 02.03.2020

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the Board of Port Commissioners of Lee County Port Authority for the project known as: PSA, GC MANAGER, EC

Before me, the undersigned Authority, personally appeared JOHN A GATES, who provided as identification, or is personally known to me, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposed and stated under oath that:

1. This Certificate shall be attached to and constitute an integral part of the above said Professional Services Agreement as provided in Article 13.
2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Services Agreement is established are accurate, complete, and current on the date set forth hereinabove.
3. The truth of statements made herein may be relied upon by Authority and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

Executed on behalf of the Party to the Professional Services Agreement referred to as Consultant, doing business as:

GATES GROUP, LLC

By: [Signature]

JOHN A GATES

Print Name

27599 RIVERVIEW CENTER BLVD #205

Address BOHITA SPRINGS FL 34134

The foregoing instrument was acknowledged and executed before me by the above signed on this 3 day of February, 2020.



[Signature]

NOTARY PUBLIC, State of Florida

Traci E. Christensen

Name Printed or Stamped

Commission Expires: 3/13/2022

Commission Number: GG 195677



Lee County Port Authority
11000 Terminal Access Road., Suite
8671 Fort Myers, Florida 33913

PLEASE READ CAREFULLY

CERTIFICATE OF INSURANCE EXPLANATION

The Certificate Holder (CH), requires the use of its Certificate of Insurance as evidence that the insurance requirements of the agreement have been complied with and will continue to be complied with as long as the agreement is in force. CH must rely on this certificate as proof of compliance with the insurance requirements agreed upon. The CH must be advised of cancellation or nonrenewal of the insurance coverage required or reduction in the coverage provided in compliance with the agreement as shown in the Certificate of Insurance. Thirty-day written notice of cancellation, nonrenewal, or reduction in coverage must be provided to the CH so that it can take proper action to protect itself.

Many Certificates of Insurance are received by the CH and many contain wording to the effect that the certificate is issued as a matter of information only and confers no rights upon the certificate holder. A common example of this unacceptable language is: should any of the above-described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the named holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

The CH must have the right of notice of cancellation, nonrenewal, and reduction of coverage, as this is part of the insurance requirements of the agreement entered into and to be relied upon by the CH as evidenced through its Certificate of Insurance.

The requirement that the authorized representative signing the Certificate of Insurance attach his agent's license with the insurance company or companies, or other acknowledgment by the insurance company or companies shown in the certificate, is to show proof to the CH that the person signing the certificate is legally authorized by the insurance company to so obligate them, as referred to in the certificate.

The CH must have positive evidence in the form of its Certificate of Insurance that the insurance requirements of the agreement entered into have been met and will continue to be met, without interruption, during the term of the agreement entered into unless thirty days written notice is given to it.

No activity shall begin until the CH's properly executed Insurance Certificate is received. Your cooperation in providing the CH with acceptable evidence of insurance requirements compliance, as agreed to in the agreement, will prevent confusion and delay in allowing the subject matter of this agreement to be accomplished.

The acceptance of delivery to the CH of any Certificate of Insurance required in any contract does not constitute agreement by the CH that the insurance requirements in the contract have been met or that the insurance policies shown in the certificate are in compliance with the contract requirements.

SEVERABILITY OF INTERESTS PROVISION

With respect to claims involving any Insured at interest hereunder, each such interest shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured. This agreement, however, shall not operate to increase the limits of the Insurance Company's liability.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/24/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gulfshore Insurance, Inc. 4100 Goodlette Road North Naples FL 34103-3303	CONTACT NAME: Alex Castro PHONE (A/C No. Ext): 239-261-3646 E-MAIL ADDRESS: acastro@gulfshoreinsurance.com		FAX (A/C, No): 239-213-2803
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED GATES Group, LLC dba GATES Construction 27599 Riverview Center Blvd #205 Bonita Springs FL 34134	GATGR	INSURER A : Liberty Mutual	
		INSURER B : Liberty Mutual Fire Insurance Company	
		INSURER C : Liberty Insurance Corporation	
		INSURER D :	
		INSURER E :	
INSURER F :		42404	

COVERAGES

CERTIFICATE NUMBER: 1289846997

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	TB2Z51292311019	9/30/2019	9/30/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AS2Z51292311039	7/30/2019	9/30/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TH7Z51292311059	9/30/2019	9/30/2020	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		WC2Z51292311049	9/30/2019	9/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
		N/A	Y				E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured on a primary and noncontributory basis with respects to General Liability per form LC0443 0512, including ongoing operations per form CG2010 0413, completed operations per form CG2037 0413 and Waiver of Subrogation per form LC0443 0512, only as required by written contract. Auto Liability Additional Insured and Primary Non-contributory only as required in a written contract per form AC8423 0811. Waiver of Subrogation in regards to Workers Compensation per form WC000313 0484. Umbrella policy limits extend the limits of the General Liability and Auto Liability.

Any wording on this Certificate of Insurance below this line other than the Job Name, Location or Job Number renders this Certificate Null and Void.

CERTIFICATE HOLDER**CANCELLATION**

Lee County Port Authority
 11000 Terminal Access Road, Suite 8671
 Ft Myers Fl 33913-8899

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

M. Siggan Nagaj

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BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|---|---|
| <p>1. REQUESTED MOTION/PURPOSE: Authorize staff to begin contract negotiations with Atkins North America, Inc. for design phase services associated with a future new headhouse, concourse and/or other expansion of the RSW terminal</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: Authorizes staff to negotiate with Atkins for design phase services associated with the expansion of the RSW terminal</p> | <p>5. CATEGORY: 16.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 2/18/2020</p> <p>7. BoPC MEETING DATE: 3/12/2020</p> |
|---|---|

8. AGENDA:

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. REQUESTOR OF INFORMATION:

(ALL REQUESTS)
 NAME Mark Fisher
 DIV. Development

10. BACKGROUND:

At the January 16, 2020 Port Board Meeting, the Board asked whether Atkins North America, Inc. (Atkins), which is currently under contract for design services for the RSW Terminal Expansion Project could be assigned the additional task of providing design phase services for further expansion of the RSW terminal to include a future headhouse or new concourse with additional aircraft gates. As background, on May 2, 2016, LCPA staff advertised a Request for Letters of Qualifications (LOQs) from interested firms to provide Design Services for the RSW Terminal Expansion. This request included the following anticipated scope of work for the project:

The selected consultant will be tasked with providing updated recommendations regarding the expansion of the RSW terminal to meet current and projected demands. As a result of the preliminary analysis, secondary areas of the terminal expansion may also include, but not be limited to:

- Headhouse Expansion
- Upper and lower level roadway expansion
- Rental Car Building, QTA, and service area expansion
- Parking Expansion
- Administrative office, TSA administration, concession, operations, FIS, and other terminal expansion areas

11. RECOMMENDED APPROVAL

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

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

- APPROVED
 APPROVED as AMENDED
 DENIED
 OTHER

13. PORT AUTHORITY ACTION:

- APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER

Background (continued)

- Apron expansion
- Bag system expansion
- Other terminal area expansion areas identified to be needed as a result of the preliminary design services awarded under this contract.

Services to be provided are outlined below:

- Architecture
- Engineering
- Surveying and Mapping
- Planning and Permitting
- Concept Refinement and Conceptual Design Analyses, Program Definition and Development
- Project Reporting and Presentations
- Design Development
 - Building and Civil Plans and Technical Specifications
 - Cost Estimating and Budgeting
 - Soil Testing and Analyses
 - Contamination Clean-up
 - Geotechnical Testing and Analyses
 - Bidding Assistance
- Construction Administration
 - Performing Project Inspections
 - Responding to Requests for Information
 - Reviewing Contractor Pay Applications
 - Reviewing Contractor submittals, shop drawings and samples for conformance with the Contract Documents
 - Providing Engineering Project Certifications
- Management of various subconsultant engineering subcontracts and disciplines
- Management of numerous project schedules and budgets
- Management of design and engineering related projects
- General engineering analyses
- Civil, sanitary, structural, mechanical, electrical, surveying, building, geotechnical
 - and other related engineering disciplines
- Preparation of detailed contract plans, specifications and construction bid documents
- Preliminary and final cost estimate preparation
- Project-related environmental permitting
- Code compliance
- Application assistance (including, but not limited to, grant and permitting applications)
- Local, state and federal permitting
- Airline Coordination
- FAA/FDOT Coordination
- Feasibility studies, project development and conceptual analyses
- Graphics and written/oral presentations
- Miscellaneous research studies, data collection and report generation
- Construction Administration/Management
- Testing services and investigative analyses
- Value engineering, critical path analysis, general conditions preparation and interpretation
- Claims evaluation

Background (continued)

- Safety Management Systems
- Energy Audits
- Surface Management Systems
- Providing DBE opportunities
- Database and GIS Assistance
- Internet and Intranet Portal Coordination
- All other duties related to the services outlined above and as deemed necessary to the Port Authority to successfully accomplish an airport development project

After evaluating the qualifications of submitting firms, on June 30, 2016, the Board selected Atkins North America, Inc. as the top ranked firm to act as the designer for the RSW Terminal Expansion and subsequently entered into a contract with Atkins to perform design phase services on November 3, 2016. This contract also includes the above language in the Professional Services Scope of Work.

After consultation with the Port Attorney's Office, it has been determined that the original competitive selection process and the resulting contract encompass the assignment of additional Terminal Expansion design phase tasks to Atkins, including a future headhouse, new concourse and other terminal expansion elements. Therefore, staff requests the Board's authorization to negotiate a contract amendment for additional design phase services by Atkins for subsequent Board approval.

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|---|---|
| <p>1. REQUESTED MOTION/PURPOSE: Approve Recognition Agreement recognizing sublease of Page Field Commons retail space to subtenant Trader Joe's East, Inc.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: Approves a Recognition Agreement for Page Field Commons sublease with Trader Joe's East, Inc., and authorizes Chair's execution of the Recognition Agreement on behalf of the Board of Port Commissioners.</p> | <p>5. CATEGORY: 17.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 2/18/2020</p> <p>7. BoPC MEETING DATE: 3/12/2020</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>Gregory S. Hagen</u></p> <p>DIV. <u>Port Attorney</u></p> |
|---|---|

10. BACKGROUND:

Page Field Commons, LLC, formerly RPAI Fort Myers Page Field, LLC, leases the Page Field Commons Shopping Center under a November 12, 1997, lease with the Port Authority and has asked the Port Authority to formally recognize its proposed sublease of approximately 12,500 square feet of the Page Field Commons retail tract to Trader Joe's East, Inc. The sublease will fill approximately half of the space previously occupied by a Toys R Us Store with the remaining space previously subleased to Ross Dress for Less, Inc. Approval of the Recognition Agreement allows Page Field Commons, LLC, to proceed with the sublease to a new tenant and fill vacant retail space in the shopping center.

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING 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> |
|---|---|

EXHIBIT "E-1"

RECOGNITION AGREEMENT

THIS AGREEMENT, made as of the ____ day of _____, 2020, between the Lee County Port Authority, a political subdivision of the State of Florida, operator of Page Field General Aviation Airport, having an office at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913 ("Authority") and Trader Joe's East, Inc., a Massachusetts corporation, having an address at Trader Joe's East Inc., c/o Trader Joe's Company, 800 S. Shamrock Avenue, Monrovia, California 91016, Attn: Real Estate Department ("Tenant").

RECITALS

A. Authority is lessor under a certain ground lease (the "Major Lease") with Page Field Commons LLC, as successor in interest to FC/W.R.E. Realty Associates I, L.P. ("Landlord"), as lessee, dated as of May 12, 1997, a memorandum of which was recorded in Lee County, Florida, in Official Records Book 3038, Page 3606, as assigned by virtue of that certain Assignment and Assumption of Lease and Memorandum of Lease, dated May 2, 2005, recorded in Official Records Book 4717, Page 3131, of the Public Records of Lee County Florida, as further assigned by virtue of that certain Assignment and Assumption of Ground Lease assigning such Ground Lease dated December 20, 2017 recorded as Instrument No. 2017000269189 on December 27, 2017 in the Official Records of Lee County, Florida, as affected or amended by that certain Memorandum of Lease dated May 12, 1997, Letter Extension Agreement dated November 5, 1997, Joinder and Consent dated November 18, 1997, Letter Agreement dated February 16, 1998, Amendment to Lease dated November 4, 1998, Agreement dated November 23, 1999, Administrative Amendment dated July 3, 2000, Second Amendment to Lease Agreement dated July 8, 2002, Ground Lessor Consent and Estoppel Certificate dated April 24, 2005, Letter Agreement dated February 11, 2011, Agreement dated May 9, 2011 (as such Major Lease is further amended, restated or modified from time to time), which demises certain real property located in Lee County, Florida (the "Premises") more particularly described on Exhibit A annexed hereto and made a part hereof.

B. Pursuant to an instrument dated as of _____, 2020, (the "Sublease"), Landlord leased to Tenant a portion of the Premises consisting of 12,500 square feet measuring approximately 85 feet of frontage by approximately 149 feet of depth, which portion is designated as the "Demised Premises."

NOW, THEREFORE, it is agreed as follows:

1. Authority warrants and represents as follows:

- (i) that Lee County, Florida, is the fee owner of the Premises,
- (ii) that Lee County has vested Authority with the power to lease the Premises and grant related rights and privileges under Chapter 63-1541 Laws of Florida, Section 332.08(1) Florida Statutes and Lee County Ordinance 90-02, as amended,
- (iii) that the Major Lease is unmodified, except as provided above, and is in full force and effect,
- (iv) that the initial term of the Major Lease expires on May 31, 2032 and there are three (3) twenty (20) year options to further extend the Major Lease, and
- (v) that Landlord is not in default under the Major Lease nor has any event occurred which would, after notice to Landlord and the passage of time, become a default of Landlord under the Major Lease.

2. Authority hereby consents to and accepts the Sublease and agrees that whenever it has an obligation with respect to the Premises, or its consent or approval is required for any action of Landlord under the Major Lease, then, to the extent such obligation, consent or approval relates to the Demised Premises or the Common Area of the Shopping Center (as defined in the Sublease), or Tenant's use and occupation

thereof, it will perform such obligation and will not unreasonably withhold or unduly delay such consent or approval.

3. Authority shall not, in the exercise of any of the rights arising or which may arise out of the Major Lease or of any instrument modifying or amending the same or entered into in substitution or replacement thereof, disturb or deprive Tenant in, or of, its possession or its rights to possession of the Demised Premises or of any right or privilege granted to or inuring to the benefit of Tenant under the Sublease, nor will Authority agree to any amendment of the Major Lease that would adversely affect the rights or liabilities of Tenant under the Sublease, without the consent of Subtenant.

4. In the event of the termination of the Major Lease by re-entry, notice, conditional limitation, surrender, summary proceeding or other action or proceeding, or otherwise, or, if the Major Lease shall terminate or expire for any reason before any of the initial or renewal or extended terms of the Sublease as set forth in the Sublease, and if immediately prior to such surrender, termination or expiration the Sublease shall be in full force and effect, Tenant shall not be made a party in any removal or eviction action or proceeding nor shall Tenant be evicted or removed of its possession or its right of possession be disturbed or in any way interfered with, and the Sublease shall continue in full force and effect as a direct lease from Authority to Tenant. Authority will give written notice to Tenant promptly after it learns of any surrender initiated by Landlord, or in the case of any re-entry, notice, conditional limitation, surrender, summary proceeding or other action or proceeding initiated by the Authority, promptly after the Authority initiates such action. In addition, if the Landlord does not give notice of exercise of any option to extend provided in the Major Lease within the time provided in the Major Lease, Authority will give written notice of such failure to renew to Tenant.

5. (a) If the Major Lease terminates (i) because Landlord has exercised an option to terminate the Major Lease, (ii) by operation of law, including, without limitation, the rejection of the Major Lease by Landlord in any bankruptcy proceeding, or (iii) by mutual agreement between Authority and Landlord, Authority will provide prompt notice to Tenant of any relevant occurrence, and Tenant may elect to continue the Sublease in full force and effect for the remaining term thereof, including any unexercised option terms, notwithstanding such termination of the Major Lease, as provided in this Paragraph 5:

(b) On such election by Tenant, the Sublease shall continue as a direct lease between Authority and Tenant for the remainder of the term of the Sublease without the necessity of executing a new Sublease, on the same terms and conditions as are in effect under the Sublease immediately preceding the termination of the Major Lease.

6. If Landlord has elected to terminate the Sublease as a result of fire or other casualty or a condemnation in accordance with the terms of the Sublease, and Landlord has concurrently exercised a right to terminate the Major Lease for the same reason, Authority shall promptly so notify Tenant, and Tenant may, within forty-five (45) days after receipt of such notice from Authority, give Authority notice of the exercise by Tenant of any right or option granted to Tenant under the Sublease to continue the Sublease notwithstanding such termination by Landlord, in which event Landlord's notice of termination of the Sublease shall be void, and the provisions of subparagraph (b) above shall apply. Authority recognizes that if the Major Lease is not terminated, Tenant has rights under the Sublease to reinstate the Sublease after a termination thereof, on the terms provided in the Sublease.

7. Authority hereby waives and relinquishes any and all rights or remedies against Tenant, pursuant to any lien, statutory or otherwise, that it may have against the property, goods or chattels of Tenant in or on the Demised Premises.

8. Any notices required to be given hereunder, or which any party hereto may desire to give to another, shall be in writing. Such notice may be given by reputable overnight national delivery service (with proof of receipt or delivery provided to the sender), personal delivery or mailing the same by United States mail, registered or certified, return receipt requested, postage prepaid, at the address set forth in Paragraph Q of the Basic Lease Terms, or to such other single address as the respective parties may from time to time designate by notice given in the manner provided in this Section. In no event may a post office box be

specified as a notice address. A notice shall be deemed received upon actual receipt or refusal of acceptance of delivery, as evidenced by the courier, and shall not be deemed received by virtue of electronic transmission, whether by facsimile, email, text or other electronic transmission..

9. No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted.

9. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, assigns and sublessees.

[Remainder of page left intentionally blank; Signatures on following page.]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the date first above written.

ATTEST LINDA DOGGETT:
Clerk of the Circuit Court

By: _____

BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
Chair or Vice Chair

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

By: _____
Port Authority Attorney's Office

TENANT:

TRADER JOE'S EAST INC.,
a Massachusetts corporation

WITNESS:

By _____
Mitchell Nadler
SVP/Chief Financial Officer

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of Los Angeles)

On _____, 2020, before me, _____, Notary Public, personally appeared Mitchell Nadler, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT A - Legal Description

Leasehold estate created under that certain Lease by and between Lee County Port Authority and FC/WRE Realty Associates I, L.P., a limited partnership, dated May 12, 1997, a Memorandum of which was recorded November 19, 1998, in Official Records Book 3038, Page 3606, as assigned to Inland Western Fort Myers Page Field, L.L.C., a Delaware limited liability company, by Assignment and Assumption of Lease and Memorandum of Lease recorded May 20, 2005, in Official Records Book 4717, Page 3131, all of the public records of Lee County, Florida, as further assigned pursuant to that certain Assignment and Assumption of Ground Lease executed by RPAI Fort Myers Page Field, L.L.C., a Delaware limited liability company (formerly known as Inland Fort Myers), to Page Field Commons LLC, a Delaware limited liability company, dated as of December 20, 2017, and intended to be recorded in public records of Lee County, Florida, demising the following described lands:

A tract or parcel of land lying in Section 1, Township 45 South, Range 24 East, City of Fort Myers, Lee County, Florida, which tract or parcel is described as follows:

From the Southwest corner of said Section 1; run North 89°44'31" East along the South line of said Section for 33.01 feet to an intersection with the East line of State Road 45 (US 41) (Tamiami Trail); thence run North 00°06'40" West along said East line for 203.65 feet to the Point of Beginning of the herein described parcel. From said Point of Beginning continue North 00°06'40" West along said East line for 2399.68 feet; thence run North 89°20'39" East for 696.09 feet to a West line of Fowler Street extension; thence run Southerly along said West line along the arc of a curve to the left of radius 1017.93 feet (delta 00° 38'34") (chord bearing South 12°01'52" East) (chord 11.42 feet) for 11.42 feet to a point of tangency; thence run South 12°21'09" East along said West line of Fowler Street for 1182.45 feet to a point of curvature; thence run Southerly and Southwesterly along the arc of a curve to the right of radius 1082.92 feet (delta 61°48'25") (chord bearing South 18°33'04" West) (chord 1112.35 feet) for 1168.18 feet to a point of tangency; thence run South 53°48'02" West, for 97.76 feet to a point of curvature; thence run Southwesterly along the arc of curve to the right of radius 1079.92 feet (delta 14°32'14") (chord bearing South 61°54'07" West) (chord 273.26 feet) for 274.00 feet; thence run South 85°05'58" West for 47.25 feet; thence run Southwesterly along the arc of a curve to the right of radius 1067.92 feet (delta 00°54'28") (chord bearing South 72°03'46" West) (chord 16.92 feet) for 16.92 feet to a point of tangency; thence run South 72°31'00" West for 158.58 feet; thence run North 45°59'18" West, for 81.29 feet to the Point of Beginning. Bearing herein above mentioned are based on assuming the South line of Section 1, Township 45 South, Range 24 East, bears North 89°44'31" East.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A tract or parcel of land lying in Section 1, Township 45 South, Range 24 East, City of Fort Myers, Lee County, Florida, which tract or parcel is described as follows:

From the Southwest corner of said Section 1; run North 89°44'31" East along the South line of said Section for 33.01 feet to the East right-of-way boundary of State 45 (U.S. 41) (Tamiami Trail); thence run North 00°06'40" West, for 203.65 feet to the East right-of-way boundary of State Road 45 (U.S. 41) (Tamiami Trail) and the Point of Beginning; thence coincident with said East right-of-way boundary North 00°06'40" West, a distance of 2399.77 feet; thence departing said East right-of-way boundary, North 89°21'04" East, a distance of 696.07 feet to a point on the Westerly right-of-way boundary of Fowler Street, said point being on a curve with radius of 1017.93 feet, a central angle of 00°38'21", said curve is subtended by a chord which bears South 11°52'20" East, for a distance of 11.36 feet; thence coincident with said Westerly right-of-way boundary for the following nine (9) courses: (1) run Southerly coincident with the arc of said curve, a distance of 11.36 feet; (2) thence South 12°21'18" East, a distance of 1182.47 feet to a curve with a radius of 1082.92 feet, a central angle of 61°48'48", said curve is subtended by a chord which bears South 18°33'20" West, for a distance of 1112.47 feet; (3) thence coincident the arc of said curve a distance of 1168.31 feet; (4) thence South 53°43'12" West, a distance of 97.24 feet to a curve with a radius of 1079.92 feet, a central angle of 14°31'57", said curve is subtended by a chord which bears South 61°51'38" West, for a distance of 273.18 feet; (5) thence coincident with the arc of said curve 273.91 feet; (6) thence South 85°08'28" West, a distance of 47.79 feet to the point of curvature of a curve with a radius of 1067.92 feet, a central angle of 00°54'27", said curve subtended by a chord which bears South 72°02'56" West, for a distance of 16.91 feet;

(7) thence coincident with the arc of said curve 16.92 feet; (8) thence South $72^{\circ}31'42''$ West, a distance of 158.61 feet; (9) thence North $45^{\circ}59'09''$ West, a distance of 81.23 feet to the Point of Beginning.

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BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. REQUESTED MOTION/PURPOSE: Request Board rank qualifications submitted for LOQ 19-28LKD General Architectural & Engineering Services.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: 3 years</p> <p>4. WHAT ACTION ACCOMPLISHES: Competitively selects two (2) consulting firms to perform architectural and engineering services under a continuing contract.</p>	<p>5. CATEGORY: 18. Administrative Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 2/18/2020</p> <p>7. BoPC MEETING DATE: 3/12/2020</p>
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<p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input type="checkbox"/> CONSENT</p> <p><input checked="" type="checkbox"/> ADMINISTRATIVE</p>	<p>9. REQUESTOR OF INFORMATION: (ALL REQUESTS) NAME <u>Mark Fisher</u></p> <p>DIV. <u>Development</u></p>
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10. BACKGROUND:

In addition to numerous prime consultant single project contracts held by the Port Authority for work that is associated with projects in excess of \$2 million, Port Authority staff also uses "on-call" consultants to perform architectural and engineering (A&E) services under continuing contracts for smaller airport projects/tasks. Work under this contract is limited to projects with a construction cost estimate under \$2 million. All work associated with projects exceeding \$2 million will continue to be competitively advertised under separate solicitations.

The current "on-call" A&E contract held by Atkins North America and Kimley-Horn & Associates will expire in June of 2020. Throughout the current three (3) year contract period, the firms have collectively performed to date 57 tasks totaling \$1,517,475. Of this amount, approximately \$813,358 was secured by the two (2) firms combined over the contract term, or an average of \$325,343 per year for the two (2) firms combined. Numerous sub-consultants to these two firms were paid \$704,117 during this same period.

As the current continuing contracts are set to expire, a new "on-call" Continuing A&E consultant contract is needed. To meet this need, a Request for Letters of Qualifications (LOQ) was advertised on October 14, 2019 for General Architectural and Engineering Services. A mandatory pre-LOQ meeting was held on October 28, 2019, to more specifically discuss the services related to this LOQ and to answer any questions from potential respondents. The LOQ was advertised in local newspapers throughout southwest Florida, on the Port Authority's website, as well as in statewide and national aviation trade publications. On November 18, 2019, eleven LOQ's were submitted from the following firms (listed in alphabetical order):

11. RECOMMENDED APPROVAL					
DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory S. Hagen</i>	<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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Background (continued)

- AECOM TECHNICAL SERVICES, INC.
- ATKINS NORTH AMERICA, INC.
- BURNS & McDONNELL ENGINEERING COMPANY, INC.
- EG SOLUTIONS, INC.
- HIGH SPANS ENGINEERING, INC.
- HOLE MONTES, INC.
- KIMLEY-HORN & ASSOCIATES, INC.
- MEAD & HUNT, INC.
- MICHAEL BAKER INTERNATIONAL, INC.
- MOBIO ARCHITECTURE, INC.
- RS&H, INC.

A publicly noticed meeting was held on December 6, 2019, to develop staff summaries, review comments and recommendations for the Airports Special Management Committee (ASMC) for their consideration. To assist the ASMC in their evaluation and ranking of firms, staff has prepared the attached information summarizing each of the responding LOQs. Staff's review of the written LOQs was done in accordance with the May 2019 Board approved revisions to the LCPA Purchasing Manual placing emphasis on concurrent workload, which rewards qualified firms that submit good proposals and that do not already have other concurrent contracts with the LCPA. As a result, the Staff Evaluation Committee scored the LOQs as follows:

1. RS&H, INC.
2. HOLE MONTES, INC.
3. MEAD & HUNT, INC.
4. MICHAEL BAKER INTERNATIONAL, INC.
5. KIMLEY-HORN & ASSOCIATES, INC.
6. ATKINS NORTH AMERICA, INC.
7. AECOM TECHNICAL SERVICES, INC.
8. BURNS & McDONNELL ENGINEERING COMPANY, INC.
9. EG SOLUTIONS, INC.
10. HIGH SPANS ENGINEERING, INC.
11. MOBIO ARCHITECTURE, INC.

Staff recommends that the ASMC rank firms in accordance with staff's review and scoring of the written letters of qualifications and authorize staff to begin contract negotiations with the top two (2) ranked firms.

However, if the ASMC would like to hear oral presentations prior to their ranking, staff would recommend those be held with the top three (3) firms as reviewed and scored by staff, with presentations to be held at a future ASMC meeting.

Attachments:

Staff Summaries

LOQ #19-28

Addendum #1

Current LCPA Workload

References

**Staff Qualifications Committee Review of LOQs
General Architectural & Engineering Services - LOQ #19-28**

AECOM TECHNICAL SERVICES, INC.

Project Manager (PM): Andrew Kacer, P.E. (currently working in Tampa, FL office).

PM Education: B.S. in Civil & Engineering – University of Florida.

PM Years of Experience: 32 years total, 13 with this firm.

PM Local Experience: No years of experience working in southwest Florida.

PM Project Experience:

- Q Orlando Int'l Airport/Executive Airports – Continuing Civil Engineering Consulting Services (2003-2023)
- Q Orlando Int'l Airport – New Large Aircraft Route Evaluation
- Q Orlando Int'l Airport – Bear and Cargo Road Rehabilitation
- Q Orlando Int'l Airport – Property Condition Assessment North Terminal A & B Side Rental Car QTA Facilities & Equipment
- Q Fort Lauderdale-Hollywood Int'l Airport & North Perry Airport – On-Call Planning & Engineering Services (2009-2012) (\$1.5M)
- Q Tampa Int'l Airport – Pavement Management System/Pavement Rehabilitation for Runway 18L-36R, Taxiways, Aprons and Related Work (\$2.2M)
- Q Miami Int'l Airport – Airfield Pavement Management Systems (\$1.2M)

Firm's Experience & Support Staff:

Offices: Headquartered in Los Angeles, CA; four (4) offices in Florida.

Southwest Florida office: 1 office in Fort Myers, FL.

Employees: 76,808 total employees; 1,197 in Florida; 10 in southwest Florida.

Firm's Experience: (in addition to PM experience)

- Q RSW – Air Traffic Control Tower (*Acting as Program Manager*)
- Q FMY – So. Quadrant Ramp Reconstruction/New T-Hangars/General Aviation Center
- Q Collier County Airports On-Call Assignments (2006-2012): Marco Island Executive Airport - Parallel Taxiway A, Parking Lot Expansion/Immokalee Regional Airport - New Taxiway C, Rehabilitation of Runway 9-27
- Q Punta Gorda Airport, Charlotte County, FL - On-Call Assignments (2008-present): CAT 1 ILS Installation, Major Terminal Improvements, & Taxiway "A" Extension
- Q Hendry County Airports On-Call Assignments (2000-present): La Belle Airport - Runway 14-32 Relocation/Widening/Lengthening, New FBO Building, Service Road Reconstruction/Airglades Int'l Airport - Rehabilitation of Runway 13-31, & Runway Safety Area Drainage & Lighting Improvements
- Q Lee, Collier, Charlotte, & Hendry Counties - Numerous Bridge, Roadway, and Utility Projects
- Q Florida Department of Transportation (District One) – Numerous Roadway, Interchange, & Bridge Projects
- Q Terminal Projects at Numerous Florida Airports
- Q Road and Parking Projects at 30+ Florida Airports
- Q Planning Studies and/or Airport Layout Plan Updates at 35+ Florida Airports

Overall Proposal: Staff felt that this was the #7 best written proposal. AECOM is a CA based multi-disciplined engineering firm with substantial airport experience and a local presence. Proposal strengths include: Firm has substantial FL airport project experience including RSW and FMY experience; PM has 32 years of FL airport project experience; PM and firm has other continuing contract experience at FL airports; and key support staff has southwest FL experience. Proposal weaknesses include: PM has no southwest FL experience, and concern for availability of PM due to other work. Firm has two (2) other concurrent LCPA contracts/projects ongoing. Excellent DBE & W/MBE discussion.

References: 2 PM references received, 1 Firm reference received; all received were favorable.

**Staff Qualifications Committee Review of LOQs
General Architectural & Engineering Services - LOQ #19-28**

ATKINS NORTH AMERICA, INC.

Project Manager (PM): Kevin McCauley, P.E. (currently working in Fort Myers, FL office).

PM Education: B.S. in Civil Engineering - Florida State University.

PM Years of Experience: 20 years total, 12 with this firm.

PM Local Experience: 6 years of working in southwest FL.

PM Project Experience:

- Q Lee County Port Authority General Architectural & Engineering Services (2017 – current)
- Q RSW – Rental Car Areas Relocation/Expansion & Associated Improvements (\$175M)/Maintenance Building Expansion (\$3.8M)
- Q Collier County, FL - Architectural and Engineering Professional Services (2015-2019)
- Q Marco Island Executive Airport – New General Aviation Terminal & Associated Improvements (\$9.4M)/Existing Terminal Obstruction Removal & Apron Expansion (\$5.4M)
- Q Sebring Regional Airport, Sebring, FL - General Engineering Consultant (1995 - current) (\$41M)
- Q Treasure Coast Int'l Airport, St. Lucie County, FL - General Engineering Consultant (2003 - current) (\$22M)/Crossfield Taxiway Connector Construction Services (\$3M)
- Q Fort Lauderdale-Hollywood Int'l Airport – New Runway 10R-28L Expansion Program (\$800M) (*Acting as Deputy Project Manager*)
- Q Pensacola Int'l Airport – New VTMAE Maintenance, Repair & Overhaul (MRO) Hangar & Associated Apron (\$48M) (*Acting as Deputy Project Manager*)
- Q Los Angeles Int'l Airport – West Maintenance Area Parking Apron (\$160M) (*Acting as Deputy Project Manager*)

Firm's Experience & Support Staff:

Offices: Headquartered in Tampa, FL. Five (5) other FL locations.

Southwest Florida office: (1) office in Fort Myers, FL.

Employees: 3,300 total employees, 17 in southwest Florida.

Firm's Experience: (in addition to PM experience)

- Q RSW – Terminal Checkpoint Expansion (\$240M)/Aircraft Rescue and Firefighting Facility (31,052 SF) (\$15.6M) (*Acting as a Subconsultant*)
- Q FMY – Southwest Quadrant Development, South Road Realignment (\$2.7M)/Perimeter Road Design Services (\$1.6M)
- Q Lee County DOT - Continuing Services Contract for Design and Construction Engineering & Inspection (2016-2021)/Traffic Engineer Contract, Continuing Services Contract for Design & Construction Engineering & Inspection (2018-2023)
- Q FDOT District One, Bartow, FL - General Engineering Consultant (1992-2020)/CEI Continuing Services for FDOT District One, Districtwide Design (2017-2022)
- Q Miami-Dade Aviation Dept. – General Civil Engineering Services (2018-2024) (\$5M)
- Q Pensacola Int'l Airport - General Engineering Consultant Services (2011-2021)
- Q Orlando Sanford Int'l Airport – General Engineering Consultant (2000-ongoing) (\$50M)

Overall Proposal: Staff felt that this was the #6 best written proposal. ATKINS is a national engineering firm with substantial FL airport experience and a local presence. Proposal strengths include: Firm is one (1) of two (2) firms currently holders of this continuing contract; Firm lists RSW & FMY experience, as well as several similar continuing contract experiences and other project experiences at other FL airports; PM has extensive airport project experience and airport continuing contract experience; proposal demonstrates clear understanding of contract and approach; and good depth of support staff. Proposal weaknesses include: projects listed for PM experience are large projects which are not relevant to this solicitation; proposal includes only general statements on TSA/FAA experience; and Firm has two (2) other concurrent LCPA contracts/projects ongoing. Excellent DBE & W/MBE discussion.

References: 2 PM references received, 1 Firm reference received; all were favorable.

**Staff Qualifications Committee Review of LOQs
General Architectural & Engineering Services - LOQ #19-28**

BURNS & McDONNELL ENGINEERING COMPANY, INC.

Project Manager (PM): *Stacey L. R. Jansen, P.E., LEED AP BD+C* (currently working in Maitland, FL office).

PM Education: B.S. in Civil Engineering - Purdue University.

PM Years of Experience: 23 years total, 23 with this firm.

PM Local Experience: 4 years of working in southwest FL.

PM Project Experience:

- Q Various Florida Locations (224 Airports worldwide) – American Airlines Rebrand/Next Gen Program (2015-2016) (\$210k)
- Q Orlando Int'l Airport – Southwest Airlines Hangar Door Replacement Study (\$92k) (*Acting as Assistant Project Manager, Lead Civil Engineer*)/ North Terminal Station for South Terminal Complex (\$32k) (*Acting as a subconsultant Project Engineer*)
- Q Tampa Int'l Airport – Fuel Farm Modifications Owner's Representative Services/Aircraft Services Int'l Group (\$220k) (*Acting as Project Manager, Civil Reviewer, Construction Inspector*)
- Q Miami Int'l Airport – Taxiway K Extension for Aeroterm Miami, LLC (\$187k) (*Acting as Project Manager, Civil Engineer of Record*)/Cargo Warehouse (500,000 sf) for Aeroterm US (\$444k)
- Q Tampa Int'l Airport – Airside E Terminal Building Aircraft Layout (\$173k) (*Acting as Project Engineer*)
- Q Orlando Utilities Commission – Gardenia Roof Replacement (78,500 sf) (\$34k) & Stanton Energy Center Roof Study (208,000 sf) (\$19k)

Firm's Experience & Support Staff:

Offices: Headquartered in Kansas City, Missouri. Two (2) offices in FL.

Southwest Florida office: No offices in southwest Florida.

Employees: 6,627 total employees, none in southwest Florida.

Firm's Experience: (in addition to PM experience)

- Q RSW – Prof. Engineering Services for RSW Fuel Company, LLC/Underground Piping Leak Detection Testing/Fuel Tank J-3 Eng. Services/Facilities Improvement Plan
- Q Southwest Florida Water Management District – Professional Engineering Services for Restoration, Operation, Maintenance, Repair, Replacement and Rehabilitation
- Q Daytona Beach Int'l Airport – Air Traffic Control Tower Modernization for FAA
- Q Sarasota-Bradenton Int'l Airport – Air Traffic Control Tower Lockout Tagout & Spill Prevention Control & Countermeasure Plan
- Q Mercedita Int'l Airport, Puerto Rico – Taxiway A Reconstruction
- Q Miami Dade Aviation Department – Security Gates Guard & Restroom Booth Replacement/Service Animal Relief Areas
- Q Miami Int'l Airport – Centurion Air Cargo Warehouse Facility(500,000 sf) & Taxiway K Extension for Aeroterm
- Q Fort Lauderdale-Hollywood Int'l Airport – T4 Hydrant Fueling System Eastern & Western Expansion (*Acting as a subconsultant*)

Overall Proposal: *Staff felt that this was the #8 best written proposal. BURNS & McDONNELL* is a national engineering firm with extensive airport experience. Proposal strengths include: Firm has no other concurrent LCPA contracts/projects ongoing; proposal demonstrates understanding of contract goals; and offers good support staff. Proposal weaknesses include: proposal narrative lists Firm with continuing engineering contracts at Miami, Palm Beach Int'l and San Juan airports, but not listed under Firm experience section; PM lacks RSW or FMY experience; Firm has no local presence; roles listed under PM experience not all as PM; and proposal didn't follow formatting instructions. Weak DBE & W/MBE discussion without historical achievements noted.

References: 2 PM references received, 1 Firm reference received; all were favorable.

**Staff Qualifications Committee Review of LOQs
General Architectural & Engineering Services - LOQ #19-28**

EG SOLUTIONS, INC.

Project Manager (PM): Scott Brady, P.E. (currently working in Lakewood Ranch, FL office).

PM Education: B.S. in Civil Engineering - Georgia Institute of Technology; M.S. in Civil Engineering - Georgia Institute of Technology.

PM Years of Experience: 40 years total, 6 with this firm.

PM Local Experience: 35 years of working in southwest FL.

PM Project Experience:

- Q Naples Municipal Airport – Taxiway D Realignment & Drainage Improvements (\$3.6M)
- Q Naples Municipal Airport – Runway 14/32 Safety Area & Drainage Improvements (\$3.1M)/Falcon Lane Improvements (\$318k)/Taxiway A & Water Management System Improvement (\$4.5M) (*Acting as a subconsultant*)
- Q Punta Gorda Airport – Apron Expansion (\$2.5M)/Runway 15/33 Rehabilitation (\$2.4M)/Master Drainage Plan (\$289k)
- Q Charlotte County Public Works – Expansion of County Road 775 (\$26M)
- Q FDOT Statewide Airport Stormwater Study (\$7.0M)
- Q Daytona Beach Int'l Airport – General Consulting Services (2002-2003) (projects <\$50k)
- Q McGhee Tyson Airport, Blount County, Tennessee – Planning & Design of New West Aviation Area (\$20.7M)
- Q Sarasota-Bradenton Int'l Airport – Runway 14 End Rehabilitation (\$750k)
- Q Sarasota County Public Works – Phillippi Creek Main A Channel Improvements (\$1.2M)
- Q Sarasota County Public Works – Myakka River Resources/Venice Mineral Mine (\$150k)

Firm's Experience & Support Staff:

Offices: Headquartered in Lakewood Ranch, FL.

Southwest Florida office: No offices in southwest Florida.

Employees: 9 total employees, none in southwest Florida.

Firm's Experience: (in addition to PM experience)

- Q Punta Gorda Airport – Design/Build Concrete Apron (\$2.9M)
- Q FDOT – General Consulting Services (2010-2011) (\$50k)
- Q John C. Tune Airport, Davidson County, Tennessee – Taxiway Alpha & South Ramp Extension (\$2.3M)
- Q Leesburg Int'l Airport – Runway 13/31 Extension Design (\$5.2M)
- Q Ocala Int'l Airport – Runway 18/36 Safety Area Improvements (\$2.0M)
- Q St. Lucie County Int'l Airport – Geotechnical Study, Pavement Design, & Drainage Design for New Runway 9L/27R (\$170k)
- Q Valkaria Airport – General Aviation Terminal (9,900 sf) & Hangar F (\$3.2M)
- Q Venice Municipal Airport – T-Hangar Design Revision & Related Taxiway (\$938k)

Overall Proposal: Staff felt that this was the #9 best written proposal. EG SOLUTIONS, INC.

is a Florida Engineering firm with airport project experience. Proposal strengths include: Firm has no other concurrent LCPA contracts/projects ongoing; excellent executive summary discussion; and PM demonstrates southwest Florida experience as well as other FL airport experience. Proposal weaknesses include: Project experience listed for PM is dated; proposal did not follow format instructions; Firm nor PM has RSW or FMY project experience; Firm does not have southwest Florida presence; Firm does not demonstrate depth of staff; PM lists only one continuing contract experience; and PM experience limited to civil work not including any building related work. Fair DBE & W/MBE discussion not providing information requested, but firm itself is DBE certified.

References: 2 PM references received, 2 Firm references received; all were favorable.

**Staff Qualifications Committee Review of LOQs
General Architectural & Engineering Services - LOQ #19-28**

HIGH SPANS ENGINEERING, INC.

Project Manager (PM): *Vince Zaliauskas, P.E.*, (currently working in Fort Myers, FL office).

PM Education: B.S. in Structural Engineering – University of California San Diego.

PM Years of Experience: 27 years total, 27 with this firm.

PM Local Experience: 15 years of working in southwest FL.

PM Project Experience:

- Q RSW - Skyplex Arch Bridge (*Acting as Engineer of Record as a subconsultant*)
- Q Lee County – Miscellaneous Structural Services, JetBlue Stadium Inspection
- Q City of Fort Myers – Veronica S Shoemaker Boulevard Intersection Improvements (*Acting as Prime Engineer of Record*)
- Q FMY – Aircraft Display Structure (*Acting as Engineer of Record as a subconsultant*)
- Q RSW – Terminal Access Road Widening Quality Control (*Acting as a subconsultant*)
- Q RSW – Blue Water Tanks & Canopy (*Acting as the Structural Engineer of Record as a subconsultant*)
- Q Burnt Store Road Widening & Bridges (4) – Construction Engineering & Inspection (*Acting as Project Engineer*)

Firm's Experience & Support Staff:

Offices: Headquartered in Fort Myers, FL.

Southwest Florida office: Three (3) offices in southwest Florida; Two (2) in Fort Myers; One (1) in Cape Coral.

Employees: 30 total employees, all in southwest Florida.

Firm's Experience: (in addition to PM experience)

- Q FMY – South Road Realignment
- Q Lee County – Summerlin Road over College Parkway (Steel Girder & Substructure)
- Q Estero Boulevard Over I-75 – Maintenance of Traffic Plan
- Q Bonita Beach Widening
- Q Alva Drainage Repair
- Q City of North Port - Weir WCS-101
- Q FDOT District 1 – FMOC-US 41 Pondella, Mast Arms
- Q East County Water Control District – Yellowtail Weir, S-P-1 & ECARP 2.4 Weir
- Q Collier County – Big Cypress Elementary Mast Arm Replacement
- Q City of Cape Coral – Weirs 33, 16, & 17 Rehab
- Q Lee County DOT – Colonial Expressway Initiative – 6 Bridges, Briarcliff Canal Bridge, Estero Overpass MOT/Buttwood Mast Arm Replacement
- Q Army Corps of Engineers – Deer Fence Bridge Load Rating
- Q City of Fort Myers - Downtown Basin
- Q FDOT District 1 – FMOC – Mike Rippe Parkway Bridge Design & QC/Colonial Widening Six Mile Cypress Slough/FMOC Cocohatchee Bridge Replacement
- Q City of North Port, FL – Sumter Boulevard Specialty Engineering

Overall Proposal: *Staff felt that this was the #10 best written proposal.* **HIGH SPANS ENGINEERING** is a local engineering firm with some airport experience. Proposal strengths include: Firm has no other concurrent LCPA contracts/projects ongoing; and Firm has a local presence. Proposal weaknesses include: Project Manager experience listed is narrowly focused on bridge design and construction projects specialty; cost information not provided for PM project experience listed; Firm experience listed did not have detailed project descriptions; proposal executive summary provided very generic and approach to contract lacking; did not demonstrate clear understanding of LOQ; and PM and Firm lack airfield and building engineering experience. Fair DBE & W/MBE discussion, but firm itself is certified as DBE and W/MBE.

References: 2 PM references received, 1 Firm reference received; all were favorable.

**Staff Qualifications Committee Review of LOQs
General Architectural & Engineering Services - LOQ #19-28**

HOLE MONTES, INC.

Project Manager (PM): Timothy J. Parker, P.E., C.M. (currently working in Fort Myers, FL office).

PM Education: B.S. in Engineering - Univ. of Illinois; M.S. in Management - Troy State University.

PM Years of Experience: 39 years total, 5 with this firm.

PM Local Experience: 15 years of working in southwest FL.

PM Project Experience:

- Q RSW – Rehab of Runway 6-24 & Taxiway A (*Acting as a Project Engineer subconsultant*) (\$28M)/Limited Site Preparation (\$3.2M) (*while employed by other employer*)
- Q FMY – Rehab of Runways 5-23 (\$18.2M) & 13-31 & Associated Taxiways (\$7.7M)/Apron and Taxiway Rehab (\$3M) (*Acting as Project Engineer*) Terminal Apron (67,000 sy) (\$7.2M) (*Acting as Project Engineer subconsultant*)
- Q FMY - Multi-Use Hangar (24,000 sf) & Ramp Expansion (58,000 sf) (\$6.5M)
- Q Venice Municipal Airport, Venice, FL – T-Hangar & Taxiway Project (\$938k) (*while employed by other employer*)
- Q Martin County Airport/Witham Field, Stuart, FL – Airport Access Road and Utility Improvements (\$304k) (*Acting as Project Engineer while employed by other employer*)/ Engineered Material Arresting Systems (\$10.1M) (*while employed by other employer*)
- Q Valkaria Airport, Valkaria, FL – Construct T-Hangars & Site Work (\$1.8M) (*while employed by other employer*)/Runway 10-28 Reconstruction (\$2.2M) (*while employed by other employer*)/Construct Taxiway A (\$2.6M) (*while employed by other employer*)

Firm's Experience & Support Staff:

Offices: Headquartered in Fort Myers, FL.

Southwest Florida office: (1) office in Fort Myers, FL; (1) office in Naples, FL.

Employees: 49 total employees, all in southwest Florida.

Firm's Experience: (in addition to PM experience)

- Q RSW – Gartner-Skyplex (2) 3-story buildings/2-story amenities building (192,000 SF office/23,500 SF amenities)(\$64k)
- Q RSW – Cell Phone Lot Relocation (\$125k Design Fee)/Paul J. Doherty Utility Improvements (\$650k)/Rental Car Facility Relocation Inventory/Study (\$61k)
- Q FMY – General Aviation Terminal Complex (\$27.5M)
- Q Gartner Building Expansion (132,000 SF), Fort Myers, FL (\$24M)
- Q Hertz Corporate Headquarters, Estero, FL (\$50M)
- Q 5/3 Bank-North Parcel (41,432 sf office building/parking), Fort Myers, FL (\$149k)

Overall Proposal: Staff felt that this was the #2 best written proposal. HOLE MONTES is a local engineering firm with RSW & FMY experience. Proposal strengths include: Firm has no other concurrent LCPA contracts/projects ongoing, except one current project with expected completion January 2020; excellent proposal presentation; Proposal demonstrates understanding of contract goals and objectives; excellent executive summary discussion; experienced key support staff; and Firm and PM demonstrate RSW and FMY experience. Proposal weaknesses include: Firm did not demonstrate continuing contract experience. Very good DBE & W/MBE discussion with historical achievements listed.

References: 2 PM references received, 1 Firm reference received; all were favorable.

**Staff Qualifications Committee Review of LOQs
General Architectural & Engineering Services - LOQ #19-28**

KIMLEY-HORN & ASSOCIATES, INC.

Project Manager (PM): *Julia M. Focaracci, P.E.* (currently working in Plantation, FL office).

PM Education: B.S. in Civil Engineering, University of Florida.

PM Years of Experience: 6.5 years total, 6.5 with this firm.

PM Local Experience: 6 years of working in southwest FL.

PM Project Experience:

- Q Lee County Port Authority – General Architectural & Engineering Services (2014-current) (*Acting as Deputy Project Manager*)
- Q Fort Lauderdale-Hollywood Int'l Airport – Rehabilitation of North Airfield Pavement (Runway 10L-28R) & EMAS Beds (*Performing Design and Construction Phase Services*) (\$64.4M)
- Q Fort Lauderdale-Hollywood Int'l Airport – Terminal 4 Expansion (*Acting as Project Engineer as a subconsultant*) (\$500M)
- Q Fort Lauderdale Executive Airport – Sheltair Northside Fixed Base Operator (*Acting as Project Engineer during design & Project Manager during Construction*) (\$22M)

Firm's Experience & Support Staff:

Offices: Headquartered in Raleigh, North Carolina; 16 offices in FL.

Southwest Florida office: (1) office in Fort Myers, FL.

Employees: 4,138 total employees, 19 in southwest FL.

Firm's Experience: (in addition to PM experience)

- Q Lee County Port Authority – General Architectural & Engineering Services (2011-2013)
- Q Punta Gorda Airport – Rehabilitation and Extension of Runway 15/33
- Q Venice Municipal Airport – Security Upgrades
- Q FDOT Aviation and Spaceports Office – Aviation Consulting Services (2009-2012) (2012-2015)
- Q Marco Island Civil Engineering and Design Services (Linear Trail Phase 2/Barfield Drive Pathway)
- Q North Port Gardens, City of North Port, FL (514 acres) Due Diligence & Land Research
- Q Daytona Beach Int'l Airport, Volusia County, FL – General Consulting Services
- Q Fort Lauderdale Executive Airport – General Engineering Consultant (12 years)
- Q Orlando Int'l Airport – Continuing Civil Engineering Services (2008 – 2012) (2013 - ?)
- Q Nashville Int'l Airport – Parking Revenue & Control System (PARCS) Replacement
- Q City of Stuart, FL – PFAS Water Treatment System
- Q The Villages Regional Hospital Helistop
- Q Town of Miami Lakes, FL – Utility GIS Data Conversion
- Q Okeechobee County, FL – On-Call GIS Services
- Q City of Sarasota, FL – St. Armand's Parking Garage (500 spaces)

Overall Proposal: *Staff felt that this was the #5 best written proposal. KIMLEY HORN* is a national multi-disciplined engineering firm with a local presence. Proposal strengths include: Firm is one (1) of two (2) firms currently holders of this continuing contract, as well as similar continuing contracts at other FL airports and with FDOT Aviation Office; executive summary discussion very good; experienced support staff; and PM and Firm have RSW & FMY experience. Proposal weaknesses include: PM not as experienced with PM role (more experience as Project Engineer/Deputy PM); and Firm has one (1) other concurrent LCPA contract/project(s) ongoing. Very good DBE & W/MBE discussion.

References: 2 PM references received, 1 Firm reference received; all were favorable.

**Staff Qualifications Committee Review of LOQs
General Architectural & Engineering Services - LOQ #19-28**

MEAD & HUNT, INC.

Project Manager (PM): *David Schmidgall, P.E.* (currently working in Tampa, FL office).

PM Education: B.S. in Civil Engineering - Georgia Institute of Technology; M.B.A. - Florida International University.

PM Years of Experience: 17 years total, 2 with this firm.

PM Local Experience: 8 years of working in southwest FL.

PM Project Experience:

- Q RSW – Fuel Farm Evaluation & Improvements
- Q Orlando Int'l Airport & Orlando Executive Airport – On-Call Engineering Services (2015-2018) (\$22.4M)
- Q Gainesville Regional Airport – On-Call Engineering Services (2010-2015) (\$58M)
- Q Vero Beach Regional Airport – On-Call Engineering Services (2010-2014) (\$4M)
- Q Bartow Municipal Airport, Bartow, FL – On-Call Engineering Services (2009-2015)(\$17M)
- Q Hilton Head Int'l Airport, Savannah, Georgia – On-Call Engineering Services (2010-2015) (\$58M)
- Q Philadelphia Int'l Airport – UPS Air Hub Ramp Expansion (250,000 sf) (\$4M)
- Q St. Pete Clearwater Airport – New Maintenance Facility (6,000 sf) (\$4M)

Firm's Experience & Support Staff:

Offices: Headquartered in Middleton, Wisconsin; Three (3) FL offices.

Southwest Florida office: No offices in southwest Florida.

Employees: 877 total employees, none in southwest Florida.

Firm's Experience: (in addition to PM experience)

- Q RSW – Terminal Improvements/Fuel Farm Evaluations & Improvements
- Q Marco Island Executive Airport – Relocated Terminal Facility
- Q Punta Gorda Airport – Terminal Improvements
- Q City of Fort Myers – Central and South Advanced Wastewater Treatment Plants Design Improvements
- Q Gainesville Regional Airport – G.A. Apron Rehabilitation
- Q Dallas-Fort Worth Int'l Airport – Non-Federal On-Call Engineering Services
- Q Augusta Regional Airport – Design Access Control System/Taxiway A Rehabilitation & Extension/Air Carrier & General Aviation Apron Reconstruction
- Q Chippewa Valley Regional Airport, Eau Claire, Wisconsin – Taxilane Construction & T-Hangar Design
- Q Aurora State Airport, Aurora, Oregon – Air Traffic Control Tower
- Q Hector Int'l Airport, Fargo, North Dakota – Terminal Taxiway, Taxiway A & Taxiway A3 Reconstruction
- Q Dane County Regional Airport, Madison, Wisconsin – Taxiway Reconstruction & Paved Shoulder Construction
- Q Meadows Field Airport, Bakersfield, California – Runway 12L/30R & Taxiways Rehabilitation
- Q Kenosha Regional Airport, Kenosha, Wisconsin – Obstacle Evaluation & Removal
- Q Myrtle Beach Int'l Airport, Myrtle Beach, South Carolina – Land Release

Overall Proposal: *Staff felt that this was the #3 best written proposal.* MEAD & HUNT is a national multi-disciplined engineering firm with extensive airport experience. Proposal strengths include: Firm has no other concurrent LCPA contracts/projects ongoing; PM has extensive experience with continuing contracts at other FL airports; Firm has experience with airport continuing contract and other airport projects; and very good executive summary discussion. Proposal weaknesses include: PM with Firm for only 2 years and proposal had some typo's. Very good DBE & W/MBE discussion.

References: 2 PM references received, 1Firm reference received; all were favorable.

**Staff Qualifications Committee Review of LOQs
General Architectural & Engineering Services - LOQ #19-28**

MICHAEL BAKER INTERNATIONAL, INC.

Project Manager (PM): **Nathan Parish, P.E., CCM** (currently working in Tampa, FL office).

PM Education: B.S. in Civil Engineering - Mississippi State University.

PM Years of Experience: 16 years total, 2 with this firm.

PM Local Experience: 5 years of working in southwest FL.

PM Project Experience:

- Q FMY – Airside Perimeter Road (\$1.5M) (*while employed by other employer*) (*Acting as Engineer & Construction Administrator*)
- Q Albert Whitted Airport, City of St. Petersburg, FL – General Consulting Services Contract (2015 – current) \$4.3M
- Q Brooksville-Tampa Bay Regional Airport, Hernando County, FL - General Consulting Services Contract (2019 – current) (\$200k)
- Q Space Coast Regional Airport, Merritt Island Airport, Arthur Dunn Airpark - Titusville-Cocoa Airport Authority - General Consulting Services Contract (2016 – current) (\$400k)
- Q Ocean Reef Club Airport, Florida Keys, FL – Reconstruction of Runway 5-23 (\$5.5M) (*Acting as Airfield Engineer & Quality Control*)
- Q Destin-Fort Walton Beach Airport, Okaloosa County, FL – Taxiways D1 & D2 Rehabilitation (\$1.6M)

Firm's Experience & Support Staff:

Offices: Headquartered in Pittsburgh, PA; five (5) other offices in FL.

Southwest Florida office: One (1) office in southwest Florida.

Employees: 3,321 total employees, one (1) employee in southwest Florida.

Firm's Experience: (in addition to PM experience)

- Q Charlotte County Airport Authority – New General Aviation Center Engineering Services (Est. completion 2021)
- Q Jacksonville Aviation Authority – Continuing General Consulting Services (ongoing)
- Q Palm Beach County, FL - Continuing General Consulting Services (2006-2014)
- Q Maryland Aviation Administration - Continuing General Consulting Services (1995 – current)
- Q City of Atlanta (airport not specified) - Continuing General Consulting Services (2004 - current)
- Q Philadelphia Int'l Airport, City of Philadelphia - Continuing General Consulting Services (ongoing)
- Q Pinellas County, FL - Continuing General Consulting Services (ongoing)
- Q City of Tallahassee, FL - Continuing General Consulting Services (ongoing)
- Q Titusville-Cocoa Airport Authority - Continuing General Consulting Services (2009 - current)
- Q Alleghany County Airport, Alleghany County Airport Authority - Continuing General Consulting Services (1981 - current)

Overall Proposal: **Staff felt that this was the #4 best written proposal.** MICHAEL BAKER is a national engineering firm with an aviation specialty. Proposal strengths include: Firm has no other concurrent LCPA contracts/projects ongoing; Firm currently has on-call contracts with 21 FL airports; has served >300 airports, including 17 of top 30 airports in US; PM has numerous airport continuing contracts experience; and PM has FMY experience. Proposal weaknesses include: Firm lists one (1) Fort Myers office, but with only one (1) employee; one (1) reference provided not per LOQ instructions; availability of PM questioned due to other ongoing work elsewhere; executive summary tailored to this contract, but some statements made were inaccurate. Good DBE & W/MBE discussion.

References: 2 PM references received, No Firm reference received; all were favorable.

**Staff Qualifications Committee Review of LOQs
General Architectural & Engineering Services - LOQ #19-28**

MOBIO ARCHITECTURE, INC.

Project Manager (PM): Abdel F. Martel, PMP (currently working in Miami, FL office).

PM Education: A.S. in Structural Engineering - University of Havana; B.S. in Architectural Studies - Florida Int'l University; Master of Architecture - Florida Int'l University.

PM Years of Experience: 26 years total, 6 with this firm.

PM Local Experience: No years of working in southwest FL.

PM Project Experience:

- Q Miami Int'l Airport – CBRA-CBIS-BHS Program (Outbound Baggage Handling System in Central & South Terminals) (\$850k) (*Acting as a subconsultant*)
- Q Miami Int'l Airport – Terminal Optimization Program Facilities Design (\$2M)
- Q Palm Beach County Airport System (Palm Beach Int'l Airport, Palm Beach County Park, North Palm Beach County General Aviation, Palm Beach County Glades) – Facilities & Systems Planning, Design & Engineering (\$1M) (2019-2021) (*Acting as a subconsultant*)

Firm's Experience & Support Staff:

Offices: Headquartered in Miami, FL.

Southwest Florida office: No offices in southwest Florida.

Employees: 7 total employees, none in southwest Florida.

Firm's Experience: (in addition to PM experience)

- Q Miami Int'l Airport - North Terminal Development Projects
- Q Miami Int'l Airport – South Terminal Food Court, Navarro Pharmacy, Bijoux Turner, Duty Free Americas, International Currency Exchange Booths
- Q Miami Int'l Airport – American Airlines Fully Automated Cargo Building
- Q Large and mid-sized projects at Tocumen Int'l Airport, Panama; La Aurora Int'l Airport, Guatemala; and Gustavo Rojas Pinilla, San Andres Island, Colombia.

Overall Proposal: Staff felt that this was the #11 best written proposal. MOBIO

ARCHITECTURE is a FL Architectural Studio with expertise in planning and design of aviation, transportation projects. Proposal strengths include: Firm has no other concurrent LCPA contracts/projects ongoing; PM lists one relevant FL airport contract for design and engineering services; and PM and Firm have airport terminal, cargo, and baggage handling systems contracts experiences. Proposal weaknesses include: Proposal has references to MDAD in lieu of Lee County Port Authority; PM listed as only 60% available for LCPA work; No southwest FL contract/project experiences listed by PM nor Firm; executive summary discussion confusing; firm lacking good depth of staff due to small size; and Firm has no local presence. Weak DBE & W/MBE discussion, but firm itself is DBE and W/MBE certified.

References: 2 PM references received, 1 Firm reference received; all were favorable.

**Staff Qualifications Committee Review of LOQs
General Architectural & Engineering Services - LOQ #19-28**

RS&H, INC.

Project Manager (PM): Matthew Serynek, P.E. (currently working in Tampa, FL office).

PM Education: B.S. in Civil & Engineering and Industrial & Systems Engineering – University of Florida.

PM Years of Experience: 16 years total, 16 with this firm.

PM Local Experience: One (1) year of experience working in southwest Florida.

PM Project Experience:

- Q Hillsborough County Aviation Authority (1 Int'l & 3 General Aviation Airports), Tampa, FL – General Consultant (Architectural, Engineering, Planning, & Environmental) (2015-2020) (\$11.6M)
- Q St. Pete-Clearwater Airport, Pinellas County, FL – General Consultant (Architectural, Engineering, Planning, & Environmental) (2015-current) (\$200k)/Stormwater Pollution Prevention Plan (\$27k)/Runway 18 Obstruction Removal (\$43k)
- Q Tampa Executive Airport, Hillsborough County Aviation Authority – AGIS Pilot Program (\$500k)
- Q Peter O. Knight Airport, Hillsborough County Aviation Authority – Taxiway G Extension (\$210k)
- Q Hillsborough County Aviation Authority (All Airports) – Airport Inspections (\$294k)
- Q Hillsborough County Aviation Authority (3 General Aviation Airports) – General Aviation Hangar Rehabilitation (\$293k)

Firm's Experience & Support Staff:

Offices: Headquartered in Jacksonville, FL; three (3) offices in Florida.

Southwest Florida office: No offices in southwest Florida.

Employees: 1,378 total employees; 453 in Florida.

Firm's Experience: (in addition to PM experience)

- Q RSW – Parallel Runway 6R-24L Program, including Midfield Terminal Apron/Crossfield Taxiway (*Acting as a subconsultant*)
- Q Daytona Beach Int'l Airport – General Consultant (18 years), including Taxiway N Reconstruction
- Q Tallahassee Int'l Airport – General Consultant (1997- current), including Runway 18-36 Extension
- Q Pensacola Int'l Airport – General Consultant (1998-2011) (2017 – current), including Runway 17-35

Overall Proposal: *Staff felt that this was the #1 best written proposal.* RS&H is a FL based multi-disciplined engineering firm with substantial FL airport project experience. Proposal strengths include: Firm has no other concurrent LCPA contracts/projects ongoing; executive summary demonstrates clear understanding of contract/projects; PM has 16 years of experience including FL airport continuing contracts/projects; balanced organizational chart and depth of staff; Firm currently has 142 on-call aviation consulting contracts including FL airports; and Firm has significant RSW experience. Proposal weaknesses include: PM demonstrates extensive Tampa area airport experience, but not southwest FL or RSW/FMY experience. Very good DBE/W/MBE discussion with historical goals and achievements noted.

References: 2 PM references received; 1 Firm reference received; all received were favorable.

LOQ 19-28LD

Architectural Engineering

Current LCPA Workload Summary

Proposer: AECOM Technical Services, Inc.

Contracts:

Year Awarded: 2015 **LOQ:** Design and Construction Management RSW Parallel Runway Project

Duration: Expires Jan. 2023

Year Awarded: 2018 **LOQ:** Design Services for Page Field South Quadrant Hangars and Ramp

Duration: Expires Sept. 2023

Proposer: Atkins North America

Contracts:

Year Awarded: 2017 **LOQ:** General Architectural and Engineering Services

Duration: Expires June/2020

Year Awarded: 2016 **LOQ:** Design Services for RSW Terminal Expansion

Duration: Expires Nov/2021

Year Awarded: 2019 **LOQ:** Design Services for RSW Rental Car Areas Relocation/ Expansion & Associated Airport Improvements

Duration: Expires Jan/2024

Proposer: Burns & McDonnell Engineering Company

Contracts:

No current LCPA Contracts

Proposer: EG Solutions, Inc.

Contracts:

No current LCPA contracts

Proposer: High Spans Engineering, Inc.

Contracts:

No current LCPA Contracts

Proposer: Hole Montes, Inc.

Contracts:

Year Awarded: 2017 **LOQ:** Design Services for Page Field Multi-Use Hangar and Ramp

Duration: Expires Oct/2020

Proposer: Kimley-Horn & Associates

Contracts:

Year Awarded: 2017 **LOQ:** General Architectural and Engineering Services

Duration: Expires June/2020

Year Awarded: 2016 **LOQ:** Design Manager Services for the RSW Rehabilitation of Airside Pavement

Duration: Expires Nov/2021

Proposer: Mead and Hunt, Inc.

Contracts:

No current LCPA Contracts

Proposer: Michael Baker International

Contracts:

No current LCPA Contracts

Proposer: Mobio Architecture, Inc.

Contracts:

No current LCPA Contracts

Proposer: RS&H, Inc.

Contracts:

No current LCPA Contracts



PURCHASING OFFICE
11000 TERMINAL ACCESS ROAD
SUITE 8671
FORT MYERS, FL 33913

REQUEST FOR LETTERS OF QUALIFICATIONS (LOQ) 19-28LKD

FOR

**GENERAL ARCHITECTURAL and
ENGINEERING SERVICES**

DATED: Monday, October 14, 2019

DESIGNATED PURCHASING OFFICE CONTACT
Lori K. DeLoach, CPPB, Senior Procurement Agent
Telephone (239) 590-4555
E-mail: LKDeLoach@FlyLCPA.Com

MANDATORY PRE-LOQ MEETING:

**Monday, October 28, 2019, 10:00 AM, 11000 Terminal Access Road, 3rd
Floor, Fort Myers, FL 33913**

SUBMITTALS DUE:

Monday, November 18, 2019, prior to 2:00 PM, LOCAL TIME



NOTICE OF IMPORTANT SOLICITATION DATES

Lee County Port Authority (hereafter referred to as “Authority”) invites the submission of Letters of Qualifications (LOQ) from interested corporations, partnerships and other legal entities authorized to do business in the state of Florida to provide the services as specified in this Request for Letters of Qualifications.

The following key dates have been established for the pre-submittal meeting, Letters of Qualification opening and the deadline for submitting any requests for clarification of any information contained within this Request for Letters of Qualifications. Changes in these dates will be made only by official addendum.

PRE-SUBMITTAL MEETING

A MANDATORY pre-submittal meeting has been scheduled for **10:00 a.m. on October 28, 2019**, at Southwest Florida International Airport, Wright Brothers Conference Room, 3rd floor, 11000 Terminal Access Road, Fort Myers, Fla. 33913-8899.

THIS PRE-SUBMITTAL MEETING IS MANDATORY. LOQs will not be considered from firms that did not attend the mandatory meeting.

The purpose of the pre-submittal meeting will be to discuss the requirements and objectives of this Request for Letters of Qualifications and to answer any questions potential responding firms may have about the Request for Letters of Qualifications.

At the pre-submittal meeting the Authority will attempt to answer all questions received, reserving the right, however, to answer any question(s) in writing in a subsequent addendum to the Request for Letters of Qualifications.

There is no pre-submittal meeting planned for this procurement.

DUE DATE, TIME, AND PLACE OF PUBLIC OPENING:

Sealed Letters of Qualifications must be received at Southwest Florida International Airport, 11000 Terminal Access Road, Suite 8671, Ft. Myers, FL 33913-8899, no later than **2:00 p.m., local time on Monday, November 18, 2019**. Submittals will be publicly opened in the Wright Brothers Conference Room on the 3rd floor of the terminal building.

DEADLINE FOR CLARIFICATION REQUESTS

Thursday, October 31, 2019, 2:00 PM Local Time is the deadline for interested parties to submit requests for clarification of any information contained in this Request for Letters of Qualifications. All inquiries, suggestions or requests pertaining to this Request for Letters of Qualifications must be submitted to the designated contact in the Lee County Port Authority Purchasing Office by this time (see contact information on cover page). This deadline has been established to maintain fair treatment for all potential Respondents, while ensuring an expeditious selection



process.

SECTION A **INSTRUCTIONS TO RESPONDENTS**

Lee County Port Authority, a political subdivision of Lee County (hereafter Authority) will receive sealed LOQs from individuals, corporations, partnerships, and other legal entities authorized to do business in the state of Florida and experienced in providing the services as described in this Request for Letters of Qualifications. In order to receive consideration, respondents must meet the minimum qualifications and comply with the Instructions to Respondents contained in this Section A.

A.01 PUBLIC OPENING OF SEALED LOQS

Sealed letters of qualifications received after the stated time and date for the public opening will not be considered. It is the sole responsibility of the respondent to have their LOQ delivered to the location of the public opening on or before the stated time and date. If an LOQ is sent by U.S. Mail or other delivery service, the respondent will be responsible for its timely delivery to the opening location. LOQs delayed by mail or delivery service will not be considered, will not be opened at the public opening and arrangements will be made for their return at the respondent's request and expense.

No review or analysis of the submitted LOQs will be conducted at the public opening. At the opening, the Authority will make public the names of the respondents submitting an LOQ and the city and state in which they reside.

The Authority will not discriminate against individuals with disabilities. In accord with the Americans with Disabilities Act, any person requiring special accommodations for attendance at the public opening, or any other meeting described herein, should contact the designated Purchasing Office representative listed on the cover page of this solicitation document at least five (5) days before the meeting.

A.02 SUBMISSION OF SEALED LOQS

The contents of your sealed LOQ package must include:

- **One (1) original clearly marked 'Original' and labeled with the proposing firm name and address, and;**
- **Eight (8) identical hard copies which clearly identify the responding firm and are each marked 'Copy', and;**
- **One (1) identical electronic copy in Adobe PDF format as a single file on a nonreturnable USB flash/travel drive. Do not password protect or otherwise encrypt the electronic submission.**

All physical and electronic copies must be identical. In the case of discrepancy between the hard copy original and the paper copies and/or the electronic submittal, the hard copy original will govern. Respondents must submit the complete LOQ in one sealed package clearly marked "**LOQ 19-28LKD: GENERAL ARCHITECTURAL AND ENGINEERING SERVICES**" with the return

address of your company clearly marked on the outside.

Electronically submitted or faxed LOQs will not be considered. All documents resulting from this competitive solicitation will become the sole property of the Authority.

A.03 ACCESSING SOLICITATION DOCUMENTS AND ADDENDA

The Authority uses a third party provider, Public Purchase, to release its solicitation documents including any addenda or award results. Interested firms may register with Public Purchase at <https://www.publicpurchase.com/gems/register/vendor/register> or by contacting Public Purchase Vendor Support at (801) 932-7000 to arrange to receive notifications free of charge.

In addition, the LOQ and all related documents may be obtained by contacting the designated Purchasing Office representative indicated on the cover page.

A.04 QUESTION AND CLARIFICATION PERIOD

Each respondent will examine all Request for Letters of Qualifications solicitation documents and will judge all matters relating to the adequacy and accuracy of such documents. Inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation documents must be made in writing and sent to the designated Purchasing Office representative by the date and time stated. All questions received and responses given will be provided in the form of a written addendum to this Request for Letters of Qualifications. The Authority will not be responsible for oral interpretations given by any Authority employee, representative, or others. The issuance of a written addendum issued by the Purchasing Office is the only official method whereby interpretation, clarification or additional information can be given.

All inquiries, suggestions or requests pertaining to the Request for Letters of Qualification must be received by the designated Purchasing Office representative on or before the deadline for clarification requests. The Authority will not respond to inquiries received past the published deadline.

A.05 ADDENDA

Interpretations, corrections or changes made by the Authority to this Request for Letters of Qualifications will be made by written addenda. It shall be the responsibility of the Respondent, prior to submitting its LOQ, to review all addenda posted on Public Purchase or to contact the Purchasing Office to determine if addenda were issued and to acknowledge and incorporate same into Respondent's submittal.

A.06 LOQ EXPENSES

All costs incurred by Respondent(s) in responding to this Request for Letters of Qualifications and in participating in any interviews, presentations, and/or demonstrations, including travel, shall be borne entirely by the Respondent.

A.07 BINDING OFFER

A submitted LOQ made pursuant to this Request for Letters of Qualifications will be considered a binding offer to perform the required services, assuming the terms of an agreement between the parties are negotiated satisfactorily. The submission of a LOQ shall be taken as prima facie evidence that the Respondent has fully familiarized itself with the contents of this Request for Letters of Qualifications. LOQs will be in force for a period of one hundred and twenty (120) days from the date of the public opening.

A.08 RESERVATION OF RIGHTS

The Authority reserves the right to accept or reject any or all LOQs; to select one or more LOQ(s); to re-advertise this Request for Letters of Qualifications; to postpone or cancel the procurement process related to this Request for Letters of Qualifications; to waive irregularities in the procurement process or waive technicalities in the LOQs submitted thereto; to request additional information and documentation; and to change or modify the LOQ schedule or process outlined herein, at any time.

The Authority reserves the right to determine that any LOQ received which does not contain all of the information, attachments, verification, forms or other information described in this Request for Letters of Qualifications is nonresponsive and therefore disqualified from eligibility to proceed further in the evaluation process.

A.09 WITHDRAWAL OF LOQ

LOQs may be withdrawn by written request to the Purchasing Office if the Respondent discovers a mistake has been made prior to the date and time fixed for the public opening. A copy of the written request shall be retained and the unopened LOQ returned to the Respondent.

Negligence on the part of the Respondent in preparing its LOQ confers no right of withdrawal or modification after the date and time fixed for the public opening. Any such withdrawn LOQ shall not be resubmitted.

A.10 FALSE OR MISLEADING STATEMENTS

LOQs which contain false or misleading statements or which provide references that do not support an attribute or condition claimed by the Respondent, may be rejected. If, in the opinion of the Authority, such information was intended to mislead the Authority in its evaluation of the LOQ and the attribute, condition, or capability is a requirement of this Request for Letters of Qualifications, such Respondent will be disqualified from consideration and may be disqualified from submitting a response to future solicitation opportunities.

A.11 NO LOBBYING

Respondents are hereby placed on notice that the Lee County Port Authority Board of Port Commissioners, members of the Airports Special Management

Committee and all Authority employees (with the exception of the designated Purchasing Office contact) are not to be lobbied, either individually or collectively, regarding this Request for Letters of Qualifications. After the issuance of this solicitation, no prospective Respondent shall contact or communicate with or discuss any matter relating in any way to this solicitation with any Authority officers, agents or employees except for the designated Purchasing Office contact. This prohibition includes copying all such persons on written communications (including email correspondence) but does not apply to presentations made to Staff Evaluation Committees or at a Board of Port Commissioners meeting or Airports Special Management Committee meetings when the commission or committee is considering approval of a proposed agreement or purchase order. This requirement ends upon final execution of the agreement or purchase order or at the time the solicitation is cancelled.

All firms and their subcontractors, sub-consultants, and any agents must submit individual affidavits with their LOQ in substantially the form attached, stating that they have not engaged in lobbying activities or prohibited contacts. Joint ventures must file a separate affidavit for each joint venture partner.

ANY FIRM OR INDIVIDUAL CONTACTING INDIVIDUALS MENTIONED HEREIN IN VIOLATION OF THIS WARNING ARE AUTOMATICALLY DISQUALIFIED FROM CONSIDERATION.

A.12 SCRUTINIZED COMPANIES

The Authority will have the option to immediately terminate any agreement resulting from this Request for Letters of Qualifications, in the exercise of its sole discretion, if a Respondent is found to have submitted a false certification under Section 287.135(5) F.S. or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Section 215.473 Florida Statutes; is engaged in business operations in Cuba or Syria; or, has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

Each Respondent certifies, by submission of the attached Scrutinized Companies certification form, that it is not listed on any Scrutinized Companies List described above; is not engaged in business operations in Cuba or Syria; is not engaged in a boycott of Israel and is not barred from submitting an LOQ under Section 287.135, Florida Statutes.

A.13 PUBLIC ENTITY CRIMES

In accordance with Florida Statute 287.133, a person, affiliate, or corporation who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit an LOQ on a contract to provide any goods or services to a public entity on a contract; may not submit an LOQ on a contract with a public entity for the construction or repair of a public building or public work; may not submit LOQs 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 thirty-six (36) months

from the date of being placed on the convicted vendor list.

To ensure compliance with the foregoing, Respondents shall certify by submission of the enclosed public entity crimes certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any state or federal entity, department or agency.

A.14 NONDISCRIMINATION

Pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964; the Restoration Action of 1987; and the Florida Civil Rights Act of 1992, as said regulations may be amended, the successful Respondent must assure that “no person in the United States shall on the basis of race, color, national origin, sex, creed or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” and in the selection and retention of subcontractors and/or sub-consultants, including procurements of materials and leases of equipment. The successful Respondent will not participate directly or indirectly in the discrimination prohibited by the act and applicable regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

A.15 GENERAL CIVIL RIGHTS

The successful Respondent shall comply with pertinent statutes and Executive Orders, and as such rules are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, religion, marital status or disability be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision binds the successful Respondent and its subcontractors from the solicitation period through completion of the agreement. This provision is in addition to the provisions required by Title VI of the Civil Rights Act of 1964.

A.16 DISADVANTAGED AND/OR MINORITY OWNED BUSINESS ENTERPRISE

The Authority has established Disadvantaged Business Enterprise (DBE) and Women and Minority-Owned Business Enterprise (W/MBE) Programs for the purpose of increasing contracting and procurement opportunities for DBEs and W/MBEs and is firmly committed to effectively implementing its DBE and W/MBE Programs. The Authority’s DBE and W/MBE goals will be established on a task-by-task basis after award of the prime contract based on funding, availability of workforce, specialization of required services, etc. Typically these goals are between ten percent (10%) and twenty percent (20%).

It is the policy of the Authority that DBEs and W/MBEs have full and fair opportunity to compete for and participate in the performance of contracts on federally funded and non-federally funded Authority capital projects including the provision of materials and supplies. The Authority will encourage all current and prospective contractors, consultants, subcontractors, and sub-consultants to assist in implementing this policy by taking the necessary measures to ensure meaningful and equitable participation by DBEs and

W/MBEs and to encourage the development of existing and new DBEs and W/MBEs.

A business certified as a W/MBE by the State of Florida Office of Supplier Diversity (OSD) or certified as a Disadvantaged Business Enterprise (DBE) under the Florida Unified Certification Program (FUCP) will be eligible to participate as a DBE or W/MBE on this prime contract.

A.17 PUBLIC RECORDS

LOQs received pursuant to this Request for Letters of Qualifications are public records available for inspection by the public upon issuance of the Authority's notice of intended decision or thirty (30) days after the public opening, whichever is sooner, pursuant to Florida Statute, Section 119.071. If the Authority rejects all LOQs and concurrently notices its intent to reissue the solicitation, the rejected LOQs are exempt from public disclosure until the Authority provides notice of an intended decision concerning the reissued solicitation or until the Authority withdraws the reissued solicitation. An LOQ is not exempt for longer than twelve (12) months after the initial notice of rejection of all LOQs. Pursuant to Florida Statute, Section 119.0701, to the extent a successful Respondent is performing services on behalf of the Authority, successful Respondent must:

- 1) Keep and maintain public records required by the Authority to perform the service. Information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and the Authority's public records policies. Respondent agrees, prior to providing services, it will implement policies and procedures, which are subject to approval by Authority, to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and Authority policies including but not limited to Section 119.0701, Florida Statutes.
- 2) Upon request from the Authority's custodian of public records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119.
- 3) Ensure that the public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the successful Respondent does not transfer the records to the Authority.
- 4) Upon completion of the contract, transfer, at no cost to the Authority, all public records in its possession or keep and maintain public records required by the Authority to perform the service. If the successful Respondent transfers all public records to the Authority at the completion of the contract, the successful Respondent shall destroy any duplicate records that are exempt from public disclosure requirements. If the successful Respondent keeps any public records, it shall meet all requirements for maintaining and retaining public records. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority.

A.18 TRADE SECRETS

The Authority is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials, and data submitted as a part of an LOQ in response to this, Requests for Letters of Qualifications are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Designation of the entire LOQ as ‘trade secret’, ‘proprietary’ or ‘confidential’ is not permitted and may result in a determination that the LOQ is non-responsive and therefore the LOQ will not be evaluated or considered.

Except for materials that are ‘trade secrets’ as defined by Chapter 812, Florida Statutes, ownership of all documents, materials and data submitted as part of a LOQ in response to this Request for Letters of Qualifications shall belong exclusively to the Authority.

Authority does not believe that any of the required information constitutes a Trade Secret. To the extent Respondent desires to maintain the confidentiality of any materials that it believes constitute trade secrets pursuant to Florida law, trade secret material submitted must be segregated from the portions of the LOQ that are not declared as trade secret. In addition, Respondent shall cite, for each trade secret claimed, the statute number which supports the designation. Further, LOQ shall offer a brief explanation as to why the cited statute is applicable to the information claimed as trade secret. Additionally, Respondent shall provide a hard copy of its LOQ that redacts all information designated as trade secret. In conjunction with trade secret designation, Respondent acknowledges and agrees that:

- 1) Trade secret requests made after opening will not be considered. However, the Authority reserves the right to clarify the Respondents request for a trade secret exemption at any time and,
- 2) the Authority, its officials, employees, agents and representatives are hereby granted full rights to access, view, consider, and discuss the information designated as trade secret; and,
- 3) that after notice from the Authority that a public records request has been made for Respondents’ LOQ, the Respondent at its sole expense shall be responsible for defending its determination that submitted material is a trade secret and is not subject to disclosure. Action by Respondent in response to notice from the Authority shall be taken immediately, but no later than 10 calendar days from the date of notification or Respondent will be deemed to have waived the trade secret designation of the materials.

Respondent shall indemnify and hold harmless the Authority and its officials, employees, agents and representatives from any actions, damages (including attorney’s fees and costs) or claims arising from or related to the designation of

trade secrets by the Respondent, including actions or claims arising from Authority's non-disclosure of the trade secret materials.

A.19 GOVERNING LAWS/RULES/REGULATIONS

The successful Respondent shall be solely responsible for obtaining and maintaining all state, federal and local licenses required to perform the scope of services. The Respondent shall ensure compliance 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.

A.20 NEGOTIATION OF THE AGREEMENT

The ASMC will make a recommendation to the Board of Port Commissioners of those Respondents it determines are best qualified to perform services and with which the Authority should enter into negotiations, if any. Upon approval of the recommendations, the successful Respondent(s) will be invited to enter negotiations. These negotiations are generally relative to the scope of services to be performed and the associated costs. The successful respondent's LOQ will serve as the basis for negotiating the scope of services to be performed under any resulting agreement.

A.21 AGREEMENT

The successful Respondent will be required to enter into a professional services agreement containing the terms and conditions set out in of this Request for Letters of Qualifications and the resulting successful Respondent's LOQ where alternatives provide best value, are desirable to the Authority, and the parties agree to such terms.

A.22 NONEXCLUSIVITY OF AGREEMENT

By responding to this Request for Letters of Qualifications any selected Respondent understands and agrees that any resulting contractual relationship is nonexclusive and that the Authority reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the Authority.

A.23 AVAILABILITY OF PERSONNEL

Personnel described in the Respondent's LOQ must be available to perform the services as described. All personnel shall be considered to be employees or agents of the Respondent and not employees or agents of the Authority.

A.24 UTILIZATION OF AGREEMENT BY OTHER GOVERNMENTAL ENTITIES

If mutually agreeable to the successful Respondent, other governmental entities may desire to utilize, i.e., piggyback, the resulting agreement, if any, subject to the rules and regulations of that governmental entity. The Authority accepts no responsibility for other agreements entered into utilizing this method.

A.25 ASSIGNMENT OF AGREEMENT

The successful Respondent may not assign any agreement resulting from this Request for Letters of Qualifications without the prior written approval of the Authority.

A.26 AUDITABLE RECORDS

The successful Respondent that is awarded an agreement to provide services pursuant to this LOQ shall maintain auditable records adequate to account for all receipts and expenditures, and to document compliance with the agreement. These records shall be kept in accordance with generally accepted accounting methods. The Authority reserves the right to determine the record keeping methods in the event of non-conformity. These records shall be maintained for five years after the expiration or termination of the agreement and shall be readily available for inspection upon reasonable notice.

A.27 TERMINATION

The agreement between the Authority and the successful Respondent will contain a clause whereby the agreement may be terminated for the convenience of the Authority at any time during the term of the agreement upon thirty (30) days written notice to the successful Respondent.

END OF SECTION A



SECTION B

CONTRACT INFORMATION & SCOPE OF SERVICES

B.01 INTRODUCTION

The Lee County Port Authority (“Authority”) invites the submission of Letters of Qualifications from interested and qualified firms to provide continuing **GENERAL ARCHITECTURAL AND ENGINEERING SERVICES** in conjunction with the operation, maintenance and development of the Southwest Florida International Airport and Page Field in Lee County, Florida.

The intent of this Request for Letters of Qualifications and any resulting agreement is to obtain multiple qualified Respondents to provide the referenced services on a continuing contract basis for a specified duration.

B.02 PORT AUTHORITY BACKGROUND INFORMATION

The Authority operates both Southwest Florida International Airport (RSW) and Page Field (FMY). Southwest Florida International Airport is an award-winning, medium-hub commercial service airport located in Fort Myers, Florida, with an annual economic impact of more than \$8.4 billion to the region. RSW served nearly 9.4 million passengers in 2018 and is one of the top 50 airports in the United States for passenger traffic. Fourteen airlines serve RSW with nonstop service throughout the United States and international service to Canada and Germany.

A new terminal complex with 28 gates and state-of-the-art facilities opened at RSW in 2005, making it one of the newest in the nation offering a top-rated travel experience. The airport is currently undertaking a \$219 million expansion project to meet the demands of increased passenger traffic. Other future infrastructure improvements include a new Air Traffic Control Tower, roadway and airside pavement and rehabilitation projects and a future parallel runway.

The Authority operates Base Operations at Page Field (FMY), the airport's sole fixed base operator (FBO). Page Field is a thriving, award-winning airport that is home to more than 325 aircraft. As the designated reliever airport for RSW, it handled more than 98,000 operations in 2018 and has a regional economic benefit of \$385 million. Base Operations at Page Field opened in 2011, offering superior private aviation services at exceptional value. The facility is consistently recognized as one of the top-rated FBOs in North America. Additional information about RSW and Page Field is available online at www.flylcpa.com

B.03 SCOPE OF PROFESSIONAL SERVICES

The Port Authority is requesting LOQs from interested firms to provide General Architectural and Engineering Services in conjunction with the operation, maintenance and development of RSW and Page Field in Lee County, Florida.

The Architect/Engineer will serve as an extension of staff for a variety of small, medium, and large architectural, engineering, and miscellaneous projects/tasks. A wide variety of services are anticipated to be performed under this contract. The services provided under this contract will be pursuant to Section 287 Florida Statutes, as amended, and, therefore, will be limited to projects and tasks that do not exceed the statutory limits for projects where construction costs do not exceed \$2 million or for study activities when the fee does not exceed \$200,000. Professional services for Projects that exceed either statutory threshold will be obtained by separate competitive solicitation and award.

Pursuant to recent guidance by FDOT, any consultant firm, or its affiliate, that has developed the scope of services, the Request for Proposal (RFP) or other solicitation documents for a particular project phase is ineligible to compete for that phase of the project for which they developed the solicitation documents. Since the firms selected under this contract are often requested to develop concepts and prepare cost estimates that will be used in solicitations for projects whereby estimated construction costs exceed \$2 million, and the Port Authority desires to keep all projects eligible to receive future state grant funding, any firm requested by the Port Authority to perform such early work on a given project whereby estimated construction costs will exceed \$2 million will be prohibited from pursuing any future solicitation or contracting with another firm, as a prime consultant or subconsultant, for that same project.

Key terms of this agreement are anticipated to include:

- Tasks federally-funded will be negotiated with the top ranked firm(s).
- The term of the professional services agreement will be three (3) years, without extension.

A broad range of professional disciplines, analysis, and expertise is expected to be needed during the term of any professional services agreements awarded as a result of this Request for Letters of Qualification. The specific number and mix of disciplines needed is unknown at this time. Therefore, the Authority expects that subconsultants will be recommended by the selected Consultant and selected after award of the professional services agreement. As such, subconsultant information will not be considered during the evaluation of the LOQ responses submitted. During the term of the professional services agreement, the Port Authority will have the right to reject any individual or subconsultant firm submitted by the Consultant to provide services under the Professional Services Agreement. Services to be provided are outlined below:

- Architecture
- Engineering
- Landscape Architecture
- Surveying and Mapping
- Planning and Permitting
- Concept Refinement and Conceptual Design Analyses, Program Definition and Development
- Project Reporting and Presentations
- Bidding Assistance
- Design Development
 - Roadway, Landscaping, and Drainage Plans and Technical Specifications
 - Cost Estimating and Budgeting
 - Soil Testing and Analyses
 - Contamination Clean-up
 - Geotechnical Testing and Analyses
- Post Design Services
 - Performing Project Inspections
 - Responding to Requests for Information
 - Clarifying intent/interpretation of plans, specifications
 - Conducting field site visits
 - Reviewing proposed contract amendments
 - Preparing project plan changes
 - Reviewing Contractor Pay Applications
 - Reviewing Contractor submittals, shop drawings and samples for conformance with the Contract Documents
 - Providing Engineering Project Certifications
 - Providing Cost and Schedule Control
 - Bidding Assistance
 - Oversight of Low-Bid Construction Contractors (contracted separately to the Port Authority)
 - Serving as the Port Authority's Field Representative
 - Recommending Payments applicable to Contractor Pay Applications
 - Providing Project Certifications
- Management of various subconsultant engineering subcontracts and disciplines
- Management of numerous project schedules and budgets
- Management of design and engineering related projects
- General engineering analyses
- Civil, sanitary, structural, mechanical, electrical, surveying, building, geotechnical and other related engineering disciplines
- Preparation of detailed contract plans, specifications and construction bid documents
- Preliminary and final cost estimate preparation

- Project-related environmental permitting
- Code compliance
- Interior design
- Application assistance (including, but not limited to, grant and permitting applications)
- Local, state and federal permitting
- Airline Coordination
- FAA/FDOT Coordination
- Feasibility studies, project development and conceptual analyses
- Graphics and written/oral presentations
- Miscellaneous research studies, data collection and report generation
- Land acquisition assistance including, but not limited to, right-of-way analyses
- Preparation of legal descriptions, etc.
- Testing services and investigative analyses
- Value engineering, critical path analysis, general conditions preparation and interpretation
- Claims evaluation
- Safety Management Systems
- Energy Audits
- Building Information Modeling
- Surface Water Management Systems
- Providing DBE opportunities
- Database and GIS Assistance
- Internet and Intranet Portal Coordination
- All other duties related to the services outlined above and as deemed necessary to the Port Authority to successfully accomplish an airport development project

The above-mentioned services will be performed on the following types of projects, including but not limited to: runway, taxiway, aircraft parking apron, roadway and drainage/infrastructure improvements; storm water management systems, parking garages, passenger boarding bridges, security checkpoints, airfield electrical, signage and pavement marking improvements; corporate hangar and T-hangar buildings; terminal and other building renovations and expansions; vehicle parking and revenue control/Automated Vehicle Identification/Closed Circuit Television systems; utility and landscaping improvements; building and communications systems improvements; baggage handling system modifications; environmental mitigation; GIS implementation and navigational aids.

This Request for LOQs outlines a single point of contact and accountability whereby the Project Manager representing a single firm demonstrates his or her ability to manage multiple aspects of a contract. As such, joint ventures are not preferred by Port Authority staff. However, nothing in this Request shall preclude the submittal of LOQs by joint venture firms. The evaluation and consideration of

a submittal by a joint venture rests solely with the Airports Special Management Committee.

The Port Authority reserves the right to:

- Select more than one firm to perform services from among the respondents to this request for Letters of Qualifications and to award work among selected firms as the Port Authority sees fit.
- Accept or reject any Letters of Qualifications. The Port Authority may for any reason, deem it in the best interest of the Port Authority to withdraw from performing any work, to seek Competitive Bids, Letters of Qualification or Requests for Proposals for the work or to perform the work with in-house or other resources after Letters of Qualification are received from responding firms. Neither this LOQ, nor any subsequent agreements, shall be construed to guarantee work for the selected firm or firms.
- Object to the use of any subconsultant, subcontractor or material supplier, in which event, the firm shall submit and use an alternate subconsultant, subcontractor or material supplier reasonably acceptable to the Port Authority.

END OF SECTION B

SECTION C

CONTENT AND ORGANIZATION OF LETTERS OF QUALIFICATIONS

The information each Respondent provides will be used to determine the most qualified Respondents and those with perceived ability to perform the scope of services as stated in this Request for Letters of Qualifications, which may best overall meet the needs of the Authority.

An evaluation of responding firms will be conducted for the purposes of clarification of both ability and benefit to the Authority. For more information, refer to Section D, Evaluation of LOQs.

C.01 EVALUATION CRITERIA

The following criteria will be used to evaluate each Respondent: experience; capabilities; past record; past performance; adequacy of personnel; ability of professional personnel; willingness and ability to meet time and budget requirements; recent, current and projected workload; location; approach to the project; ability to furnish the required services; and, volume of work previously awarded to each Respondent.

The information submitted in response to this Request for Letters of Qualification serves as the established evaluation criteria when determining the selection of a successful Respondent and award of future work under this Request for Letters of Qualifications.

Funding for this agreement has not been secured. However, at this time the Authority is requesting state grant funds for tasks and projects that may be awarded under this contract. Pursuant to Florida Statutes Section 259.0991, in order to maintain grant eligibility of the contract projects and tasks as future grant funds are requested and ultimately secured, a local preference does not apply to this competitive solicitation.

C.02 INFORMATION TO BE SUBMITTED

The information identified in this Section C must be contained within your LOQ. The contents of each LOQ shall be **separated** and **arranged with tabs in an 8.5" x 11" format and in the same order and following the same format as listed in this Section C.**, identifying the response to each specific item.

All information should be submitted in Times New Roman 11 font on standard 8 ½ x 11 letter size paper. Page limits apply to each section and include photos, graphics and all other information. Pages should be numbered. Submittal information should be stapled or bound, not clipped.

C.03 Section 1 – Minimum Qualifications

As a minimum qualification to receive consideration, the Respondent(s) must present proof of any licensing or certification which will be required by law to perform the services set forth in Section B, Project Information & Scope of

Services. If no licensing or certification is required, Respondent shall indicate same. Each Respondent shall provide a copy of any applicable licenses and certificates. **If licenses and certificates are not provided with the LOQ, the Authority may deem the LOQ nonresponsive.**

C.04 Section 2 - Executive Summary & Organizational Chart

- An executive summary shall be provided that includes a discussion of the client oriented approach, understanding of the work to be performed, general statement of experience and qualifications of the Project Manager, the firm and current firm employees that will serve as support staff, discussion of organization structure (including organizational chart identifying the names and roles of key personnel to be assigned to this contract), commitment to responsiveness of firm employees, and an understanding of the Port Authority's goals and objectives. The primary goal of the Port Authority is to keep all projects on schedule, under budget and fully coordinated. The Executive Summary and organizational chart should not exceed three (3) pages total.
- Identify the firm's legal name that will be on any future executed contract. Firms contracting in a corporate capacity must submit documentation from the Florida Department of State verifying that the entity is a Florida Corporation or other legal entity in good standing or is a foreign corporation or other legal entity that has registered and is authorized to do business in the State of Florida. Respondents intending to submit a LOQ as a joint venture with another entity are required to have filed proper documents with the Florida Department of Business and Professional Regulation and all other state or local licensing agencies as required by Florida Statute Section 489.119, prior to the date and time set for the public opening
- Describe in detail your firm's approach to the design, permitting and construction phase services for the contract, drawing on previous experience with similar contracts, which includes the most critical steps that will be needed for its successful completion.

C.05 Section 3 - Project Manager, Firm and Key Support Staff

Complete **Form 1** with the following information (not to exceed 1 page):

- Provide the name, address and telephone number of one (1) person currently employed by the firm who will serve as the individual Project Manager responsible for the timely provision of all services and to whom all communications will be directed. The Project Manager should be an experienced individual with the availability (if requested by the Authority) to dedicate one hundred percent (100%) of his or her time to this agreement, to be located full-time in southwest Florida (if requested by the Authority), and to be given the contract authority to bind the firm orally and in writing, and who can only be removed as Project Manager upon written request or concurrence of the Port Authority. The Project Manager shall be available on demand throughout the term of the professional services agreement.

- Provide the office location where the Project Manager is currently working.
- Project Manager education including any degrees (list institutions) and certifications (i.e., PE, AICP, AIA, MAE).
- Provide the total number of years of experience by the Project Manager.
- Provide the number of years the Project Manager has been employed by this firm.
- Provide the number of years the Project Manager has been employed and working in southwest Florida (Lee, Collier, Charlotte, Hendry and Glades counties).
- Offices and Employees – Please provide:
 - Total number of employees
 - Address and phone number of corporate headquarters
 - Number of offices in southwest Florida (Lee, Collier, Charlotte, Hendry and Glades counties)
 - Locations and current staffing number for each office in southwest Florida (Lee, Collier, Charlotte, Hendry and Glades counties)
 - Locations and current staffing number of other offices in the US
- Key Support Staff – Key personnel (maximum of 3) currently employed by the responding firm that will also be assigned to this contract supporting the PM as needed, please provide:
 - Name
 - Education including any degrees (list institutions) and certificates (i.e., PE, AICP, AIA, AAAE)
 - Current office location
 - Number of years employed by this firm
 - Number of years working in southwest Florida (whether for this firm or another firm)
 - For each Key Support Staff member, identify one (1) contract similar to the contract identified in this Request for Letters of Qualifications that best demonstrates similar contract experience, the depth of the firm and the support to be offered to the PM

C.06 Section 4 - Project Manager Experience (not to exceed 3 pages)

Provide a listing of contracts, during which the PM has worked extensively that **best** demonstrates the PM's experience managing and participating:

- On similar contracts in southwest Florida (Lee, Collier, Charlotte, Hendry and Glades counties)
- On other (non-similar) contracts in southwest Florida (demonstrating the PM's knowledge of local conditions, experience with local regulatory agencies, familiarity with local economic, trade availability, and other conditions unique to southwest Florida) (Lee, Collier, Charlotte, Hendry and Glades counties)

- On similar contracts at other US airports (demonstrating the PM's ability to work within an airport environment)
- Other relevant qualifications and experience

- For each contract listed above, the following information should be provided:
 - Contract Name
 - Brief contract description
 - Role/Responsibility of PM on the contract
 - Total contract cost
 - Was the PM working for a prime or sub-consultant? If sub-consultant, please list the name of the prime firm
 - Contract start and completion dates

C.07 Section 5 - Firm Experience (not to exceed 2 pages)

- In addition to the experience of the PM (either working for the current firm or another firm), please identify additional experience offered by the firm. Provide a listing of contracts that the firm or members of the firm have worked on extensively that **best** demonstrates the firm's experience managing and participating:
 - On similar contracts in southwest Florida (Lee, Collier, Charlotte, Hendry and Glades counties)
 - On other (non-similar) contracts in southwest Florida (demonstrating the Firm's knowledge of local conditions, experience with local regulatory agencies, familiarity with local economic, trade availability, and other conditions unique to southwest Florida (Lee, Collier, Charlotte, Hendry and Glades counties)
 - On similar contracts at other US airports (demonstrating the Firm's ability to work within an airport environment)
 - Other relevant qualifications and experience

C.08 Section 6 - DBE and W/MBE History and Plan (not to exceed 1 page)

Responding firms should submit a statement agreeing to ensure that DBEs and W/MBEs will have the maximum opportunity to participate in the performance of contracts under this agreement.

Responding firms should demonstrate previous experience in achieving successful DBE and W/MBE participation on other contracts, including historical percentages of contracts, sample DBE or W/MBE assignments, DBE or W/MBE success stories, etc. Each firm should demonstrate that it has a strong history of DBE or W/MBE participation, that it takes minority and disadvantaged businesses participation seriously, and that it commits to working with the Authority on achieving satisfactory DBE and W/MBE contracting opportunities if selected for this contract.

C.09 Section 7 - References (not to exceed 2 pages)

Complete **Form 2** and **Form 3** with the following information:

- **FORM 2 – PROJECT MANAGER REFERENCES:** Provide a listing of at least two (2) previous contracts that the person identified as the Project Manager served as Project Manager that best exemplifies his or her abilities to serve as Project Manager for RSW and Page Field projects. For each reference:
 - 1) Provide the Contract Name and location.
 - 2) Provide the year the Project Manager worked on the contract.
 - 3) Provide the name of the firm that employed the Project Manager during the contract.
 - 4) Provide a reference for each contract including name, position held during the contract, current title and employment, and current telephone number. The reference contact shall be a key person under whom the contract work was performed or who was directly involved with the administration/supervision of all projects. Up-to-date and current contact information is requested and is the sole responsibility of the Respondent. The inability to perform reference checks due to the submittal of inaccurate or outdated reference contact information will be viewed as a negative aspect of the firm’s LOQ response.

- **FORM 3 - FIRM REFERENCES:** Provide a listing of one (1) previous contract where the firm served a major role in completing that best exemplifies the firm’s abilities to successfully serve as General Construction Manager (Acting as the General Contractor) for RSW and Page Field projects. For the contract reference:
 - 1) Provide the Contract Name and location.
 - 2) Provide the year the firm worked on the contract.
 - 3) Provide the name of the entity/organization that employed the firm during the contract.
 - 4) Provide a reference for each contract including name, position held during the contract, current title and employment, and current telephone number. The reference contact shall be a key person under whom the contract work was performed or who was directly involved with the administration/supervision of the project. Up-to-date and current contact information is requested and is the sole responsibility of the Respondent. The inability to perform reference checks due to the submittal of inaccurate or outdated reference contact information will be viewed as a negative aspect of the firm’s LOQ response.

C.10 Section 8 - Additional Requested Information (not to exceed 1 page)

Respondents are requested to provide a discussion on the following information to assist the Port Authority in reviewing responses to this Request for Letters of Qualifications:



- 1) On-call responsiveness of the Project Manager and firm
- 2) Willingness of the Project Manager and firm to accept all assignments (no job too small)
- 3) Timeliness of completing quick-turn assignments
- 4) Ability to meet project/contract budget and scheduling demands
- 5) Knowledge of local codes, regulations and permit requirements
- 6) Knowledge of TSA, FAA and FDOT regulations and requirements
- 7) Ability to work with other Consultants/Contractors – team approach

C.11 Section 9 - Conflict of Interest/Business Ethics Statement (not to exceed 1 page)

Respondents shall disclose any circumstance where the conduct of the firm is being investigated or has been investigated in the past three (3) years by any legal or administrative body. If your firm is not being investigated, this fact should be stated.

The Authority desires to avoid any real or perceived conflicts of interest between the selected Respondent's professional duties and obligations to the Authority and to any third party client during the term of the agreement. Therefore, as part of the final negotiated agreement, the selected Respondent may be prohibited from performing any work for any third party related to development on RSW or Page Field, and may be prohibited from performing any work related to any property directly abutting an RSW or Page Field boundary, or the boundaries of the Port Authority Mitigation Lands, or located within an RSW or Page Field Runway Protection zone, or within the RSW Noise Overlay Zone.

In responding to this LOQ, all respondents acknowledge that any services performed for a third party that have the potential to be a real or perceived conflict may be in violation of the agreement with the Authority and cause for termination.

Respondents shall identify and disclose any airline, other aviation-related clients and any of the clients with an interest in real property development in the general proximity of RSW, Page Field or the boundaries of the Port Authority Mitigation Lands, to whom the firm is currently providing services, or expects to provide services during the term of the professional services agreement, and the nature of the services provided. Potential conflicts of interest will be considered in evaluating responses to this Request for Letters of Qualifications. If no conflicts exist, this fact should be stated.

C.12 Section 10 - Requested Forms/Certification

FORM 4: RESPONDENT'S CERTIFICATION (not to exceed 1 page)

Each Respondent should complete, sign and notarize Form 4

FORM 5: LOBBYING AFFIDAVIT (not to exceed 1 page)

Each Respondent should complete, sign and notarize Form 5. Each Joint Venture



Partner must complete, sign and notarize Form 5.

FORM 6: PUBLIC ENTITY CRIMES FORM (not to exceed 1 page)

Each Respondent should complete, sign and notarize Form 6

FORM 7: SCRUTINIZED COMPANIES CERTIFICATION (not to exceed 1 page)

Each Respondent should complete, sign and notarize Form 7

COPY OF CURRENT INSURANCE CERTIFICATE (not to exceed 1 page)

Each Respondent shall provide a copy of the current insurance certificate.

Copies may be reduced to fit the page limitation requirement.

END OF SECTION C

SECTION D **EVALUATION OF LOQS**

D.01 LOQ EVALUATION

The Authority's Staff Evaluation Committee shall meet to review the LOQ's at one or more publicly noticed meetings, as it deems necessary. After reviewing all responsive LOQs, the Staff Evaluation Committee shall forward all LOQ's to the Airports Special Management Committee (ASMC) for review. To assist with that review, the Staff Evaluation Committee will make recommendations to the ASMC that includes a suggested order of preference of the firms the Staff Evaluation Committee finds most qualified to perform the requested services.

Even though the Staff Evaluation Committee provides input and recommendations as part of the selection process, the Staff Evaluation Committee does not and cannot short-list the proposals. In accordance with this Request for Letters of Qualifications, Florida Statutes and the Board approved Lee County Port Authority Purchasing Policies, the selection process, including potential short-listing of firms, requestor oral presentations, etc., rests solely with the ASMC with final ranking approval by the Lee County Board of Port Commissioners.

The ASMC, at its discretion, may request oral, written, or visual presentations from; conduct interviews with; or conduct visits to the office, facilities, or projects of the firms it selects from among those submitting Letters of Qualification. If the ASMC decides to entertain presentations or conduct interviews at a subsequent meeting, it shall set the date, place and time for that meeting, and then establish the order of presentations for interviews by lot before adjourning. ***During the oral presentations, the Principal listed in the LOQ must be the principal speaker.***

The ASMC may waive oral presentations or interviews. If no oral presentations or interviews are requested, the ASMC selection shall be based on its review and evaluation of the letters of qualified firms at its initial public meeting.

The Executive Director, or his or her authorized designee, the Authority staff, and members of outside agencies (i.e., FAA and FDOT) may participate in the oral presentations or interviews as appropriate.

Consideration shall be given to certified Disadvantaged Business Enterprise Minority Business Enterprise and Women Business Enterprise consultants in accordance with applicable governmental laws, policies, or regulations, as applicable.

At the conclusion of its evaluation, the ASMC shall establish at a public meeting, by consensus, a list of at least three (3) firms deemed most qualified and capable to perform the required services. The ASMC shall report its recommendations and order of preference to the Board of Port Commissioners.

Should the ASMC determine from its evaluations that there are less than three (3) qualified firms submitting LOQ's, it shall provide the Board of Port Commissioners with such recommendation(s) as it deems appropriate under the

circumstances.

The Board of Port Commissioners, after consideration of the recommendation(s) and order of preference reported by the ASMC, will take such action as it deems appropriate to approve, in order of preference, the firms that it deems most qualified and capable to perform the required services, and authorize Authority staff to enter negotiations with the top ranked firm(s).

Award of any resulting agreement is subject to the approval of the ASMC and the Board of Port Commissioners. The ASMC and the Board of Port Commissioners have the sole right to award multiple contracts under this solicitation and assign work based on Board endorsed policies.

The Staff Evaluation Committee, the ASMC and/or the Board of Port Commissioners reserves the right to request additional information and clarification of any answer or information submitted, including any omission from the original LOQ. Additionally, the Authority reserves the right to waive any informalities or irregularities in any LOQ and to reject any and/or all LOQ's in its sole discretion.

D.02 AUTOMATIC DISQUALIFICATION

Respondents shall be disqualified from consideration for award of an agreement for any of the following reasons:

- 1) Failure to attend mandatory Pre-submittal meeting
- 2) Failure to submit Respondent's Certification with the submitted LOQ
- 3) Lobbying the Lee County Board of Port Commissioners, members of the Airports Special Management Committee, or employees of the Lee County Port Authority, individually or collectively, regarding this Request for Letters of Qualifications
- 4) Collusion with the intent to defraud or other illegal practices upon the part of any Respondent submitting an LOQ
- 5) Being on the Convicted Vendors List
- 6) Being on any Scrutinized Companies List or otherwise ineligible to submit an LOQ to provide services under Section 287.135, Florida Statutes
- 7) Not being registered to do business in the state of Florida prior to submitting an LOQ

D.03 RANKING OF LOQS

The Staff Evaluation Committee will determine from the LOQ's and subsequent investigation as necessary, the Respondent(s) whose LOQ best meets the Authority's requirements.

In its review, the Staff Evaluation Committee may take some or all of the following actions:



- 1) Review all LOQ's pursuant to the evaluation factors stated herein;
- 2) List Respondents in a recommended order of preference for further consideration in oral interviews, and presentations or;
- 3) Recommend a ranked order of preference of qualified Respondents to the ASMC and Board of Port Commissioners;
- 4) Receive written clarification of a submitted proposal.

D.04 TENTATIVE SCHEDULE

The following tentative schedule is established for this solicitation. Notices of the receiving due date, staff evaluation committee, ASMC and Board of Port Commissioners meetings are posted at <https://www.FlyLCPA/Com/LegalNotices/>. Please refer to the website for specific information and any possible changes to the event(s):

October 31, 2019:	Question and Clarification Deadline prior to 2:00 PM local time
November 18, 2019:	LOQ Receiving Due Prior to 2:00 PM local time
December 6, 2019:	Staff Evaluation Committee Meeting
January 21 2020	ASMC Meeting
February 18, 2020:	ASMC Meeting (if required)
March 5, 2020:	Board of Port Commissioners review of recommendation & approval of vendor selection
April 21, 2020:	ASMC. Contract Review/Approval
May 7, 2020:	Board of Port Commissioners contract review/approval

END OF SECTION D



SECTION E **INSURANCE, INDEMNIFICATION & BONDS**

All firms should furnish proof of acceptable insurance. A copy of the firm’s current insurance certificate or a statement from the firm’s insurance company verifying the firm’s ability to obtain the insurance coverage as stated herein, should be submitted with the LOQ.

No agreement will be made pursuant to this Request for Letters of Qualifications until all insurance coverage indicated herein has been obtained. The cost for obtaining insurance coverage is the sole responsibility of the successful Respondent. The insurance provided will include coverage for all parties employed by the Respondent. At the discretion of the Authority, all insurance limits may be re-evaluated at any time during the term of the agreement.

COMMERICAL GENERAL LIABILITY	Each Occurrence Personal & Advertising Injury	\$1,000,000
Occurrence Form. Policy shall include bodily injury, property damage, and broad form contractual liability and XCU coverage.	Products & Completed Operations	\$2,000,000
AUTO LIABILITY	Combined single limit	\$5,000,000
Bodily injury and property damage for owned, hired & non-owned vehicles used in the performance of work		
WORKERS COMPENSATION	Per Florida Statutes	
EMPLOYER’S LIABILITY	Each Accident	\$500,000
	Disease – Each Employee	\$500,000
PROFESSIONAL LIABILITY		\$2,000,000

Acceptability of Insurers

Insurance is to be placed with insurers duly licensed and authorized to do business in the State of Florida and with an AM Best rating of not less than A-Vii. The Authority in no way warrants that the above required minimum insurer rating is sufficient to protect the successful Respondent from potential insurer insolvency.

Additional Insured

Lee County Port Authority shall be named as an additional insured on all policies except for workers’ compensation and professional liability. The policy shall be endorsed to include the following language “The Lee County Port Authority, its officers, officials and employees, are to be covered as an additional insured with respect to liability arising out of the “work” or operations performed by or on behalf of the insured, including materials, parts or equipment furnished in connection with such Work or Operations.”

Waiver of Subrogation

All insurance will be primary and noncontributory and shall include a Waiver of Subrogation by both the successful respondent and its insurers in favor of the Authority on all policies including general liability, auto liability, employer's liability and the workers' compensation policy, as well as any umbrella or excess policy coverage.

Certificate of Insurance

The successful Respondent shall provide a Certificate of Insurance with its LOQ and then annually on or before the anniversary date(s) of the insurance policy(s) renewal for as long as the agreement remains in effect. The successful respondent shall furnish the Authority with a certificate of insurance using an ACORD form and containing the solicitation number with the Lee County Port Authority named as an additional insured on the applicable coverage set forth above. The firm's current insurance certificate or a statement from the firm's insurance company verifying the firm's ability to obtain the insurance coverage as stated herein, should be submitted with the LOQ. The appointed insurance agent or carrier shall be duly licensed to provide coverage and honor claims within Florida. **Please send the certificate of insurance with Lee County Port Authority as certificate holder to riskmanagement@flylcpa.com**

The certificate of insurance must give the Authority prior notice of cancellation and state that the coverage is primary and noncontributory.

Policy on Request

In addition, when requested in writing by the Authority, the successful respondent will provide the Authority with a certified copy of all applicable insurance policies.

Change in coverage

The successful respondent is required to provide advance written notice to the Port Authority Risk Manager of any cancellation, nonrenewal, termination, material change or reduction of any coverage called for herein. All such notices must be sent directly to the Lee County Port Authority Risk Manager, 11000 Terminal Access Road, Suite 8671, Fort Myers, FL 33913. If the successful respondent fails to meet the required insurance set forth herein, the Authority may terminate any agreement it has with the successful respondent.

Subcontractor's requirement

The successful respondent must ensure that its agents, representatives, and subcontractors comply with the insurance requirements set forth herein.

Sovereign Immunity

The successful Respondent understands and agrees that by entering an agreement with it, the Authority does not waive its sovereign immunity and nothing herein shall be interpreted as a waiver of the Authority's rights, including the limitation of waiver of immunity, as set forth in Florida Statutes Section 768.28, or any other statutes, and the Authority expressly reserves these rights to the fullest extent allowed by law.



Indemnification, General Liability & Patent or Copyright

The successful respondent shall indemnify, hold harmless, and defend Lee County, Lee County Port Authority and their respective Boards of Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, claims, damages, demands, expenses, or actions, either at law or in equity, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any action of fraud or defalcation by the successful respondent, or anyone performing any act required of the successful respondent in connection with performance of any contract awarded pursuant to this Request for Proposal.

These obligations shall survive acceptance of any goods and/or performance and payment therefore by the Lee County Port Authority.

END OF SECTION E



SECTION F **FORMS**

[Remainder of page intentionally left blank]



FORM 1: Project Manager, Firm and Key Support Staff

1.1 Project Manager (PM):

- a. PM Name: _____
- b. Current PM Office Location (address & telephone #): _____

- c. PM Education: _____

- d. PM Years of Experience:
→ Total ___ years; With this firm ___ years; Working in SW Florida ___ years

1.2 Firm

- a. Total Number of Employees: _____
- b. Corporate Headquarters (address & telephone #): _____

- c. Number of Offices in southwest Florida: _____
- d. Locations and Staffing Levels of Offices in southwest Florida:
 - Location: _____ # of Employees: _____
 - Location: _____ # of Employees: _____
 - Location: _____ # of Employees: _____
 - Location: _____ # of Employees: _____
 - Location: _____ # of Employees: _____
- e. Locations and Staffing Levels of Other Offices in the US:
 - Location: _____ # of Employees: _____
 - Location: _____ # of Employees: _____
 - Location: _____ # of Employees: _____
 - Location: _____ # of Employees: _____
 - Location: _____ # of Employees: _____

1.3 Key Support Staff:

- Name: _____
 - Education: _____
 - Current Office Location: _____
 - Years With This Firm: _____ years
 - Years Working in SW Florida: _____ years
 - Experience on a Similar Project/Contract:
 - Project/Contract Name: _____
 - Project/Contract Location: _____
 - Title/Role During Project/Contract: _____
- Name: _____
 - Education: _____
 - Current Office Location: _____
 - Years With This Firm: _____ years
 - Years Working in SW Florida: _____ years
 - Experience on a Similar Project/Contract:
 - Project/Contract Name: _____
 - Project/Contract Location: _____
 - Title/Role During Project/Contract: _____
- Name: _____
 - Education: _____
 - Current Office Location: _____
 - Years With This Firm: _____ years
 - Years Working in SW Florida: _____ years
 - Experience on a Similar Project/Contract:
 - Project/Contract Name: _____
 - Project/Contract Location: _____
 - Title/Role During Project/Contract: _____

INSTRUCTIONS FOR FORM 2: Project Manager References

Respondents are required to provide this reference request form to a minimum of two (2) firms with whom they have recently completed a similar project. The Authority requires two (2) references for the proposed Project Manager. **DO NOT use current Lee County Port Authority employees as references.**

REFERENCES ARE NOT TO BE SUBMITTED WITH RESPONDENT'S LETTER OF QUALIFICATIONS PACKAGE. The firm providing the reference will return this form directly to the Purchasing Agent listed on the Form 2 via e-mail.

It is the Respondent's responsibility to confirm directly with the requested references that Form 2 has been submitted in a timely manner. **DO NOT CONTACT THE AUTHORITY DIRECTLY TO VERIFY IF REFERENCES HAVE BEEN SUBMITTED.**

Respondent will complete:

Section 1 – Project Manager Information

Referring entity (your reference) is required to complete:

Section 2 – Reference Information

Section 3 – Project Manager Reference questions - additional pages may be used if needed. **Once complete, the entity providing the reference shall email Form 2 to the Purchasing Agent indicated on the form. References should not be returned by the Respondent.**

A minimum of two (2) reference responses are required.

Failure to have references emailed directly to the Lee County Port Authority Purchasing Agent listed on the top of Form 2, on or before the due date may cause your firm to be considered nonresponsive.

[Remainder of page intentionally left blank]



FORM 2 – PROJECT MANAGER REFERENCE CHECK (Please Print Legibly)

PROJECT MANAGER REQUESTING REFERENCE	Section 1	Project Manager Information (to be filled out by LOQ Respondent)	Please return completed form to:
	Project Manager Name:		Purchasing Agent: <u>Lori DeLoach</u>
	Firm Name:		Due Date: <u>November 18, 2019</u>
	Project/Contract Name:		Total # Pages:
	Phone:		Phone: 239-590-4555 Email: LKDeLoach@FlyLCPA.Com

You or your firm has been provided as a reference for the Project Manager listed above. Please complete sections 2 and 3

Section 2	Reference Information (To be filled out by person providing reference)
Name of Person Providing Reference:	
Firm Name:	
Title:	
Phone:	

Section 3 *** PROJECT MANAGER REFERENCE QUESTIONS*******

1. What was your job title and role during the referenced project?
2. Describe the services provided by the Project Manager.
3. Was the Project Manager effective in leading the entire project team including sub consultants?
4. How responsive and responsible was the Project Manager on this project?
5. Was the project completed on time and under budget?
6. How quickly did the Project Manager respond to questions from the Owner regarding the project?
7. How was the relationship between the Project Manager and other members of the project team?
8. In your opinion, what was a strength exhibited by the Project Manager during this project?
9. Was the Project Manager proactive in resolving issues?
10. Would you hire this Project Manager again for one of your projects?
11. Additional comments or feedback.



INSTRUCTIONS FOR FORM 3: Firm References

Respondents are required to provide this reference request form to an entity with whom it has recently completed a similar project. The Authority requires one (1) reference that demonstrates Respondent's performance on a recent, relevant and similar project. **DO NOT use current Lee County Port Authority employees as references.**

REFERENCES ARE NOT TO BE SUBMITTED WITH RESPONDENT'S LETTER OF QUALIFICATIONS PACKAGE. The firm providing the reference will return this form directly to the Purchasing Agent listed on Form 3 via e-mail.

It is the Respondent's responsibility to confirm directly with the requested references that Form 3 has been submitted in a timely manner. **DO NOT CONTACT THE AUTHORITY DIRECTLY TO VERIFY IF REFERENCES HAVE BEEN SUBMITTED.**

Respondent will complete:
Section 1 – Firm Reference Information

Referring entity (your reference) is required to complete:
Section 2 – Reference Information
Section 3 – Firm Reference Questions - additional pages may be used if needed. **Once complete, the entity providing the reference shall email Form 3 to the Purchasing Agent indicated on the form. References should not be returned by the Respondent.**

At least one (1) reference is required.

Failure to have references emailed directly to the Lee County Port Authority Purchasing Agent listed on the top of Form 3, on or before the due date may cause your firm to be considered nonresponsive.

[Remainder of page intentionally left blank]



FORM 3 - FIRM REFERENCE CHECK (Please Print Legibly)

FIRM REQUESTING REFERENCE	Section 1	<u>Firm Reference Information (To be filled out by LOQ Respondent)</u>	Please return completed form to:
	Firm Name:		Purchasing Agent: <u>Lori DeLoach</u> Due Date: <u>November 18, 2019</u>
	Project/Contract Name:		Total # Pages: Phone: 239-590-4555 Email: LKDeLoach@FlyLCPA.Com
You or your firm has been requested to provide a reference for the firm and project listed above. Please complete Sections 2 and 3			
	Section 2	<u>Reference Information – (To be filled out by person providing reference)</u>	
	Name & Title:		
	Company:		
	Email:		
	Phone:		
	Section 3	***** FIRM REFERENCE QUESTIONS*****	
	1. What was your job title and role during the referenced project/contract?		
	2. Describe the services provided by the firm.		
	3. How responsive was the firm in providing necessary resources to the Project Manager?		
	4. How was the relationship between this firm and subconsultants and other project team members?		
	5. Was the project completed on time and under budget?		
	6. How quickly did the firm respond to questions from the Owner regarding the project?		
	7. In your opinion, what was a strength exhibited by the firm?		
	8. Was the firm proactive in resolving issues?		
	9. Was the firm accountable for project mistakes that were brought to their attention?		
	10. Would you hire this firm again?		
	11. Additional comments or feedback.		



FORM 4: RESPONDENT'S CERTIFICATION

I have carefully examined this Request for Letters of Qualifications (LOQ), which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda:

Addendum # _____	Date: _____	Addendum # _____	Date: _____
Addendum # _____	Date: _____	Addendum # _____	Date: _____
Addendum # _____	Date: _____	Addendum # _____	Date: _____

I hereby propose to provide the services requested in this Request for Letters of Qualifications. I agree that the Authority terms and conditions herein shall take precedence over any conflicting terms and conditions submitted with the LOQ and agree to abide by all conditions of this document.

I certify that all information contained in the LOQ is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this LOQ on behalf of the Respondent as its agent and that the Respondent is ready, willing and able to perform if awarded a contract.

I further certify, under oath, that this LOQ is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company or corporation submitting a LOQ for the same product or service; no officer, employee or agent of the Port Authority or of any other company who is interested in said LOQ; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE (TYPED)

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

EMAIL ADDRESS



FORM 5: LOBBYING AFFIDAVIT

State of: _____

County of: _____

_____,
being first duly sworn, deposes and says that he or she is the (sole owner) (general partner) (joint venture partner) (president) (secretary) or (authorized representative) (circle one) of _____ (Respondent), maker of the attached LOQ and that neither the Respondent nor its agents have lobbied to obtain an award of the Agreement required by this Request for Letters of Qualifications from the Lee County Board of Port Commissioners, members of the Airports Special Management Committee or employees of the Lee County Port Authority, individually or collectively, regarding this Request for Letters of Qualifications. The prospective Respondent further states that it has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. 1352 and 49 CFR Part 20 and the Lee County Lobbying Ordinance, No. 03-14.

AFFIANT

The foregoing instrument was acknowledged before me on _____, by _____ (name of person, officer or agent, title of officer or agent), of _____ (corporation or partnership, if applicable), a _____ (State of incorporation or partnership, if applicable), on behalf of the _____ (corporation or partnership, if applicable). He/She is personally known to me or has produced _____ as identification.

Signature of person taking acknowledgment

Name typed, printed, or stamped

(Title or rank)

(Serial or Commission No.)

NOTE - THIS FORM MUST BE COMPLETED AND SUBMITTED BY ALL RESPONDENTS AND, IN THE CASE OF A JOINT VENTURE, FROM EACH PARTNER



FORM 6: PUBLIC ENTITY CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES

A person, affiliate, or corporation 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 thirty-six (36) months from the date of being placed on the convicted vendor list.

The Consultant certifies by submission of this form that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any state or federal entity, department or agency.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]

Notary Public – State of _____
County of _____

Sworn to and subscribed before me this _____ day of _____,
20__.
Personally known _____ or Produced identification _____
(Type of identification) _____

Printed typed or stamped commissioned name of Notary Public



FORM 7: SCRUTINIZED COMPANIES CERTIFICATION

Respondent hereby certifies under penalties of perjury as of the date of submission of its LOQ to provide goods and services to the Lee County Port Authority that it has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in Section 287.135, Florida. Statute; is not engaged in business operations in Cuba and Syria; and will not engage in “Boycott Israel” activities, as defined in Section 215.4725 (1)(a) Florida. Statute (2016) that result in Respondent being placed on the Scrutinized Companies that Boycott Israel List created after October 1, 2016 and during the term of any contract awarded pursuant to this Request for Letters of Qualification.

I further certify that I am duly authorized to submit this certification on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PURCHASING OFFICE FOR THE LEE COUNTY PORT AUTHORITY IS FOR THAT PUBLIC ENTITY ONLY AND, THAT FALSIFICATION OF THIS CERTIFICATION MAY RESULT IN TERMINATION OF THE CONTRACT, DEBARMENT OF THE COMPANY FROM SUBMITTING A BID OR LOQ FOR A PERIOD OF THREE (3) YEARS FROM THE DATE THE CERTIFICATION IS DETERMINED TO BE FALSE, CIVIL PENALTIES, AND THE ASSESSMENT OF ATTORNEY’S FEES AND COSTS AGAINST THE COMPANY. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE LEE COUNTY PORT AUTHORITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]

Notary Public
State of _____
County of _____

Sworn to and subscribed before me this _____ day of _____, 20_____, by

_____ who produced the following as identification _____ (Type of identification) or is personally known to me. My Commission Expires _____.

[stamp or seal]

[Signature of Notary Public]

[Typed or printed name]

Sealed Submission Label

Cut along the outer border and affix this label to your sealed solicitation submission to identify it as a “Sealed LOQ Submission”.

SEALED LOQ PROPOSAL • DO NOT OPEN	
SOLICITATION No.:	LOQ 19-28LKD
SOLICITATION TITLE:	GENERAL ARCHITECTURAL and ENGINEERING SERVICES
DATE DUE:	Monday, November 18, 2019
TIME DUE:	Prior to: 2:00 PM
SUBMITTED BY:	
e-mail address	Telephone
DELIVER TO:	Purchasing Office Lee County Port Authority Southwest Florida International Airport 11000 Terminal Access Road, Suite 8671 (3 rd Floor) Fort Myers, Florida 33913 Lee County Procurement Management
Note: Submittals received after the time and date above will not be accepted.	



Purchasing Office
Lee County Port Authority
Southwest Florida International Airport
11000 Terminal Access Road, Suite 8671 (3rd Floor)
Fort Myers, Florida 33913
(239) 590-4556 Main Line
(239) 590-4555 Lori DeLoach
PLEASE PRINT CLEARLY



END OF SECTION F

Professional Service Agreement – Draft (to be issued via Addendum)



Purchasing Office
11000 Terminal Access Road, Suite 8671
Fort Myers, FL 33913
Direct Line: (239) 590-4555
LKDeLoach@flylcpa.com

Posted Date: November 8, 2019

Solicitation No.: LOQ 19-28LKD

Solicitation Name: General Architectural and Engineering Services

Subject: Addendum Number 1

Interested parties are officially informed that the referenced solicitation is hereby revised, changed, and supplemented as set forth in the following pages.

Incorporation of this addendum must be acknowledged on the Bidder/Proposer's Certification Form.

ATTACHMENT: A1-1 LOQ 19-28LKD Professional Services Agreement (DRAFT) (51 pages)
 A1-2 Revised Page 20, 23 (2 pages)
 A1-3 Pre-LOQ Sign-in sheet (6 pages)
 A1-4 Presentation (28 pages)

Questions Received:

1.	Is LCPA looking for a single source qualified to provide all the services listed or can we submit on those services for which we are qualified individually?
Answer	<p>It is the intent of the Lee County Port Authority to select one or more respondents to perform general architectural and engineering services on an as needed basis as determined by the Authority during the term of an agreement resulting from this competitive solicitation.</p> <p>Please refer to page 12 of LOQ 19-28LKD at Section B.03, Scope of Professional Services which, in part, states: "A wide variety of services are anticipated to be performed under this contract. A broad range of professional disciplines, analysis and expertise is expected to be needed during the term of any professional agreements awarded as a result of the Request for Letters of Qualification. The specific number and mix of disciplines needed is unknown at this time. Therefore, the Authority expects that subconsultants will be recommended by the selected Consultant and selected after award of the professional services agreement. As such, subconsultant information will not be considered during the evaluation of the LOQ responses submitted."</p>
2.	For Section 1-Minimum Qualifications , do we provide individual team members licenses/certificates in addition to the licenses/certificates for the Prime firm?
Answer	Refer to C. 03, Section 1-Minimum Qualifications: Respondent is defined as the firm (or firms in the case of a joint venture) submitting its Letter of Qualifications for consideration by Lee County Port Authority.

3.	For Section 2-Executive Summary & Organizational Chart (pg. 17) , is our Detailed Approach narrative, as described in the 3 rd bullet point, included in the 3-page limit or does the 3 page limit just apply to the first bullet and the organizational chart where the page limitation is listed?
Answer	The entirety of the response to Section 2 should not exceed the 3 page limit.
4.	For Section 3-Project Manager, Firm and Key Support Staff , on Form 1 we are required to provide the locations and current staffing number of other offices in the US. We have over 100 offices located in the US. Can we attach additional pages to the form to address this requirement?
Answer	Form 1 should not exceed 1 page. Listing of “Other US offices in the US” can be grouped together in order to not exceed page limitation.
5.	For Section 7-References , there is a 2-page limit but we are required to provide 2 references for the Project Manager and 1 for the firm resulting in 3 pages total for the forms. Is there other information the County wants us to include in this section of our response since the forms are being sent directly to the County and are not to be included in our response?
Answer	Two references should be provided for the proposed Project Manager which equates to two Form 2’s being populated; One reference should be provided for the proposed Firm which equates to one Form 3 being populated. As a result, the requested reference forms total 3 pages. No other reference information is being solicited.
6.	For Section 7, Form 3-Firm References , it states we are to provide 1 previous where the Firm served a major role in completing that best exemplifies the firm’s abilities to successfully serve as General Construction Manager (Acting as General Contractor) . Is this correct regarding the role of the firm on the project?
Answer	Section 7, Form 3 – Firm References, should read: “Provide a listing of one (1) previous contract where the firm served a major role in competing that best exemplifies the firm’s abilities to successfully perform <u>General Architectural & Engineering Services</u> for RSW and Page Field projects.
7.	The requirements under Section 10-Requested Forms/Certification sets the limits to 1 page for Form 5; however, A.11 (pg. 5) states that all firms and their subcontractors, sub-consultants, and any agents must submit individual affidavits with their LOQ. Also, B.03 (pg. 12) states the Authority expects that subconsultants will be recommended after award of the agreement and subconsultant information will not be considered during evaluation of the LOQ responses submitted. 1) Do we identify subconsultants at this time and 2) do we include this form for said subconsultants?
Answer	The Authority expects that subconsultants will be recommended by the successful Respondent(s) during the term of the professional services agreement. Subconsultant information is not required as a part of Respondent’s Letter of Qualifications submittal.
8.	Under D.01 (pg. 23) it states during the oral presentation “the Principal listed in the LOQ must be the Principal speaker.” Who do you consider the “Principal” – is the “Project Manager” considered the “Principal”?
Answer	Change D.01, LOQ Evaluation, third paragraph, last sentence to read: “During the oral presentations, the Project Manager listed in the LOQ must be the principal speaker.”


9.	Is it acceptable to submit a team containing named sub-consultants?
Answer	No, Subconsultants are not to be identified at this time.
10.	Does an Architect have to be the Prime for this contract or can Engineers submit for their disciplines on their own?
Answer	The Lee County Port Authority invites submissions of sealed LOQ's from licensed individuals and firms authorized to do business in the state of Florida and experienced in providing the services stated in the LOQ.
11.	Does the Airport Authority (require) a complete A/E team with all disciplines included with the submittal?
Answer	See B.03, Scope of Professional Services, last paragraph on page 12.
12.	Is there an overall page limit for the response? Are licenses/certifications included in page limit?
Answer	A. Please follow page limits as noted in the LOQ. B. Licenses/Certifications are not included in a page limit.
13.	Section C, Section 2 - Executive Summary & Organizational Chart (Page 17 of LOQ) states "The Executive Summary and organizational chart should not exceed three (3) pages total". After that statement is two additional bullet points: <ul style="list-style-type: none"> • <i>Identify the firm's legal name that will be on any future executed contract. Firms contracting in a corporate capacity must submit documentation from the Florida Department of State verifying that the entity is a Florida Corporation or other legal entity in good standing or is a foreign corporation or other legal entity that has registered and is authorized to do business in the State of Florida. Respondents intending to submit a LOQ as a joint venture with another entity are required to have filed proper documents with the Florida Department of Business and Professional Regulation and all other state or local licensing agencies as required by Florida Statute Section 489.119, prior to the date and time set for the public opening</i> • <i>Describe in detail your firm's approach to the design, permitting and construction phase services for the contract, drawing on previous experience with similar contracts, which includes the most critical steps that will be needed for its successful completion.</i> Question: Is all of Section 2 limited to 3 pages or just the Executive Summary and organizational chart portion of Section 2?
Answer	All of Section 2 is limited to 3 pages.
14.	End of Section F (Page 40 of LOQ) states "Professional Service Agreement – Draft (to be issued via Addendum)" Question: Will this Professional Services Agreement be posted with all LOQ Q&A or as a separate Addendum?
	Attached please find the Draft Professional Services Agreement for LOQ 19-28LKD.

15.	In section C.03 of the RFQ labeled “Section 1-Minimum Qualifications,” the RFQ states: “As a minimum qualification to receive consideration, the Respondent(s) must present proof of any licensing or certification which will be required by law to perform the services set forth in Section B, Project Information & Scope of Services. If no licensing or certification is required, Respondent shall indicate same. Each Respondent shall provide a copy of any applicable licenses and certificates. If licenses and certificates are not provided with the LOQ, the Authority may deem the LOQ nonresponsive. ” What are the exact licenses and certifications that the Authority would like included in this section?
Answer	Respondents must provide copies of licenses and/or certifications held by the firm or the project manager that are required to provide Architectural and/or Engineering services in the State of Florida.
16.	Mead & Hunt saw no reference of a transmittal/cover letter in the RFQ. Are we allowed one in our SOQ?
Answer	The LOQ solicitation does not specifically request a transmittal/cover letter be included, however firms can provide one as part of the Executive Summary/Organizational Chart section.
17.	Is a cover letter allowed prior to the Section C order/format? If so, is there a page limit?
Answer	See question 16.

Submittals are due Monday, November 18, 2019, on or before 2:00 PM (local time) at 11000 Terminal Access Road, Suite 8671, Fort Myers, FL 33913-8899

PROPOSER IS REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WITH IT'S SUBMISSION. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE SUBMISSION BEING DEEMED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS REMAIN THE SAME.



 Melissa Wendel, CPPO
 Procurement Manager
 Lee County Port Authority

cc: Gregory Hagen, Port Authority Attorney
 Emily Underhill, Division Director, Development
 Lori DeLoach, Purchasing

Contract Number _____
Vendor Number _____

LEE COUNTY PORT AUTHORITY
PROFESSIONAL SERVICES AGREEMENT

GENERAL ARCHITECTURAL AND ENGINEERING SERVICES

LOQ 19-28

THIS 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 _____, a _____ business entity, authorized to do business in the State of Florida and having a business address of _____, FEI No. _____, ("Consultant").

WITNESSETH:

WHEREAS, Authority desires to enter a continuing contract to obtain the professional architectural and engineering services of Consultant to benefit various Authority projects at the Southwest Florida International Airport and Page Field General Aviation Airport in Fort Myers, Florida; and

WHEREAS, Consultant has submitted Letters of Qualifications seeking to provide those services and represents that it has expertise in the type of professional services required; and

WHEREAS, Authority has conducted a competitive selection process under the terms of the Consultant's Competitive Negotiation Act, Section 287.055, Florida Statutes (the "CCNA") to obtain the professional services described above and has selected Consultant to provide those services; and

WHEREAS, the Parties have agreed that this Agreement is intended to be a "Continuing Contract" as defined in, and subject to the requirements of, the CCNA.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties agree as follows:

ARTICLE 1 - RECITALS

The recitals as set forth above are true and correct and are incorporated into the terms of this Agreement as if set out herein at length.

ARTICLE 2 - SCOPE OF SERVICES

2.1. Consultant shall provide professional architectural and engineering 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 architectural and engineering 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.

2.3. 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.

ARTICLE 3 - TERM OF AGREEMENT

The term of this Agreement commences on the date first written above and continues for a term of three (3) years from that date (the "Expiration Date").

ARTICLE 4 - CONSULTANT'S RESPONSIBILITIES

Consultant shall:

4.1. Obtain and maintain throughout the term of this Agreement all licenses required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, all licenses required by any governmental agency responsible for regulating and licensing the professional services provided by Consultant under this Agreement.

4.2. Agree that when services provided under this Agreement relate to professional services which, under Florida law, require a license, certificate of authorization or other form of legal entitlement to practice such services, Consultant shall employ and/or retain only qualified personnel to provide those services.

4.3. Employ and designate a qualified licensed professional to serve as Consultant's project manager ("Project Manager"). Consultant shall designate its Project Manager in writing within five (5) calendar days after receiving an executed original of this Agreement. Consultant's Project Manager designation shall be executed by the proper officers of Consultant, and shall acknowledge that the Project Manager shall have full authority to bind and obligate Consultant on all matters arising out of or relating to this Agreement. The Project Manager shall be specifically authorized and responsible to act on behalf of Consultant with respect to directing, coordinating and administering all aspects of the services provided under this Agreement. The person selected as Consultant's Project Manager shall be subject to the prior approval and acceptance of Authority. Consultant further agrees not to change its designated Project Manager, or the location or duties assigned to the Project Manager, without prior written consent of Authority.

4.4. Agree to promptly remove and replace the Project Manager, or any other personnel employed or retained by Consultant, or any subconsultant or subcontractor, or any personnel of any such subconsultant or subcontractor, engaged by Consultant to provide services under this Agreement, within fourteen (14) calendar days of receipt of a written request from Authority. Authority may make such requests with or without cause.

4.5 Agree to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by Consultant. The Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in such data, studies and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of Consultant.

4.6 Agree that neither review, approval, nor acceptance by Authority of any data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the Consultant shall in any way relieve Consultant of responsibility for the adequacy, completeness and accuracy of its services and the quality of Consultant's work and materials. Neither the Authority's review, approval or acceptance of, nor payment for, any part of the Consultant's services, work and materials shall be construed to operate as a waiver of any of the Authority's rights under this Agreement or any cause of action it may have arising out of the performance of this Agreement.

4.7. If requested by Authority, maintain for the duration of this Agreement a local office in Southwest Florida staffed full-time by Consultant's Project Manager. The local office must be Consultant's main place of business, or an independent branch office of Consultant's business, and not merely the office of a subconsultant or subcontractor providing desk space to the Project Manager.

4.8. Comply with all federal, state and local laws and building requirements. Consultant shall devote particular attention to complying with Federal Aviation

Administration regulations, requirements and Advisory Circulars. The Consultant shall also comply with all pertinent grant agreements and grant conditions applicable to each Task Authorization. Authority shall provide the Consultant with one copy of any specific and unique grant or regulatory requirements on a task by task basis prior to or concurrent with issuance of any Task Authorization.

4.9. Acknowledge that Authority is conducting an ongoing capital improvement program at the Southwest Florida International Airport and continuing renovations and improvements to Page Field General Aviation Airport. Accordingly, Consultant agrees to coordinate the performance of its services under this Agreement as directed and required by Authority so as not to interfere with, disrupt or delay any work. Consultant further agrees to coordinate its efforts with Authority's other architects, engineers, designers, or construction managers for that work.

ARTICLE 5 - RESPONSIBILITY FOR ESTIMATES

5.1 If the Consultant is required to evaluate a project budget and prepare preliminary or detailed estimates of probable construction cost for any project or portion of a project, Consultant shall insure that all evaluations and estimates represent Consultant's best judgment as a professional familiar with the construction industry. For purposes of the Liability Provisions of this Article only, the Consultant's evaluations or estimate(s) shall be considered valid and effective for a period of six (6) months from the date Authority accepts the evaluation or estimate(s).

5.2. Budget Evaluations- Budget in this case applies to the Authority's budget and not to the budget as a project-controlled document. This type of evaluation shall be

accurate within twenty-five percent (25%) of the cost of construction of the Project. If the bids, as described above, fail to meet this prescribed accuracy, the cost associated with the preparation of the Budget Evaluation will be repaid by Consultant to Authority or deducted from any fees owing Consultant by Authority.

5.3. Construction Estimates - When preparing and submitting preliminary or detailed estimates of probable construction cost to the Authority for any project or portion of a project, the Consultant, by exercise of its experience, effort, knowledge and judgment, shall insure that all estimates represent Consultant's best judgment as a professional familiar with the construction industry and shall be held accountable, responsible and liable for the accuracy and completeness of any and all such cost estimates.

(A) A construction cost estimate for purposes of this Agreement is an estimate prepared on the basis of well defined engineering/architectural data and on detailed information set forth in specifications, designs or drawings which are to be used as a basis for obtaining bids or price proposals for constructing a project. This type of estimate shall be accurate within plus or minus ten percent (10%) of the cost of the construction of the project. The accuracy and reliability of a Construction Cost Estimate is vital to the Authority's interests because it may be used for such purposes as, but not limited to, the following: budgeting; obtaining, allocating or obligating funds for the project; and evaluating or determining the reasonableness and acceptableness of bids or price proposals for construction projects.

(B) Consultant shall certify all estimates of probable construction costs and project completion dates prepared by Consultant. All certifications shall be in a form approved by Authority.

(C) If the Authority solicits and receives bids or price proposals from contractors on a construction project based on specifications, design, drawings and a Construction Cost Estimate prepared by the Consultant, and the lowest bid or price proposal, submitted by responsive and responsible bidder or proposer, exceeds the amount of the Consultant's Construction Cost Estimate by more than the five percent (5%), the Consultant shall, upon notification by the Authority, assume responsibility for and proceed to provide and perform the following service without additional compensation. Notwithstanding the above, Consultant will not be required to guarantee that bids or negotiated prices will not vary from any estimate of probable construction cost prepared or agreed to by Consultant.

(D) Consultant will, subject to the review and approval of the Authority, modify at its expense the design, specifications, drawings and related bidding and contract documents to the extent necessary to reduce the anticipated construction costs so that the re-solicitation of bids or price proposals will realize bids or price proposals being received that are within the range of accuracy established for the Construction Cost Estimate. Any such modifications made by the Consultant shall not conflict with the functional or operational requirements established by the Authority for the project and set forth in the Agreement or Task Authorization(s) issued thereto, nor shall any such modifications conflict with established rules, regulations, requirements or professional standards pertaining to the

design, specifications or drawings prepared by the Consultant, nor shall such modifications adversely affect the safe use or operation of the constructed project.

(E) If (i) the Consultant's modification of the design, specifications, drawings and related bidding and contract documents, and (ii) the re-solicitation of bids or price proposals do not result in bids or price proposals being received from a responsive and responsible bidder or proposer that are within the established percent accuracy of the Consultant's Construction Cost Estimate, the costs associated with the Consultant's preparation and development of the Construction Cost Estimate shall be recoverable by the Authority by an appropriate reduction in the Consultant's invoice requesting payment for services rendered.

(F) To determine compliance with the accuracy requirement established for the Construction Cost Estimate prepared by the Consultant, the amount of the Construction Cost Estimate shall be adjusted from the date the Construction Cost Estimate was received by the Authority until the date bids or price proposals are received by the Authority, by applying the percent change in the "20 Cities Cost Index" as published in the ENR (formerly Engineering News-Record), a McGraw-Hill, Inc. publication.

If, in response to its solicitation, the Authority receives less than three bids or priced proposals for a project, there is the potential that such bids or price proposals may not be a realistic representation of the costs expected to be associated with the project. If under such circumstances, and if in the professional judgment of the Consultant, the low bid or the low price proposal received from a responsive bidder or proposer does not realistically represent the costs associated with the project, the Consultant may deem it appropriate to recommend that the Authority reject any such bid(s) or price proposal(s). If under such

circumstances the Authority concurs with the Consultant's recommendation and rejects the bid(s) or price proposal(s), the Authority will not hold the Consultant responsible to, nor will the Authority require the Consultant to, modify the specifications, design, drawings and related bidding and contract documents as set forth above.

ARTICLE 6 - ADDITIONAL SERVICES OF CONSULTANT

Additional Services refer to professional services requested by Authority that are not specifically set out in the Scope of Services.

Additional Services may include, but are not limited to:

6.1. Preparation of applications and supporting documents (except those already to be furnished under this Agreement) for private or governmental grants, loans or advances in connection with any Project or Task.

6.2. Services resulting from significant changes in the general scope, extent or character of any assignment including, but not limited to, changes in size, complexity, Authority's schedule or character of construction; and revising previously accepted studies, reports, designs or documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to and not reasonably anticipated prior to the preparation of such studies, reports, designs or documents, or that are due to any causes beyond Consultant's control and fault.

6.3. Providing models for Authority's use.

6.4. Furnishing services of independent professional associates and consultants for services other than those to be provided by Consultant under this Agreement.

6.5. Services during out-of-town travel required of Consultant and as directed by Authority, other than visits to any Project site or Authority's offices.

6.6. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except as otherwise provided for herein.

6.7. Preparing to serve or serving as a consultant or witness for Authority in any litigation, or other legal or administrative proceeding, involving any assignment (except for assistance in any litigation or other legal or administrative proceeding, involving any assignments that are included as part of the services to be provided herein).

6.8. Additional services rendered by Consultant in connection with any assignment, not otherwise provided for in this Agreement or not customarily furnished in accordance with generally accepted professional architectural and engineering practice.

Any additional services may be authorized only by a written amendment to this Agreement, signed by both parties prior to commencement of any additional services. Any additional services agreed to by the parties will constitute a continuation of the professional services requested under this Agreement and shall be provided and performed in accord with the terms of this Agreement and any amendment to this Agreement.

Any amendment shall describe: (1) the scope of the additional services requested; (2) the basis of compensation; and (3) the period of time or performance schedule for completion of the additional services.

ARTICLE 7 - AUTHORITY'S RESPONSIBILITIES

Authority shall:

7.1. Designate in writing a project manager to act as Authority's representative with respect to the issuance of Task Authorizations for services rendered under this Agreement ("Authority Project Manager"). The Authority's Project Manager, Executive Director, Deputy Executive Director - Development or the Development Division Director shall have authority to execute Contract Amendments, Task Authorizations, and any modifications or changes to Consultant's (1) scope of services; (2) time of commencement or delivery; or (3) compensation related to services required under any Contract Amendment or Task Authorization. The Authority Project Manager shall have authority to transmit instructions, receive information, and interpret and define Authority's policies and decisions with respect to Consultant's services under this Agreement. The Authority Project Manager shall review and make appropriate recommendations on all requests for payment for services submitted by Consultant.

7.2. The Authority Project Manager is not authorized to, and shall not, issue any verbal orders or instructions to Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) scope of services provided and performed by Consultant hereunder; (2) the time Consultant is obligated to commence and complete all such services; or (3) the compensation Authority is obligated or committed to pay Consultant.

7.3. Provide all criteria and information requested by Consultant as to Authority's requirements for any project or task, including design objectives and constraints, space,

capacity and performance requirements, flexibility and expandability, and budgetary limitations.

7.4. Upon request from Consultant, make available to Consultant all available information in Authority's possession pertinent to any Contract Amendment or Task Authorization, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data concerning design or construction of a project.

7.5. Arrange access, in accord with Authority's security regulations, for Consultant to enter any project site to perform services. Consultant acknowledges that Authority may provide such access during times that are not the Consultant's normal business hours.

7.6. Notify Consultant of any defects or deficiencies in services rendered by Consultant.

ARTICLE 8 - CONTRACT AMENDMENTS, TASK AUTHORIZATIONS AND TIME FOR COMPLETION OF SERVICES

8.1. Consultant shall not commence work under this Agreement until it receives a written Contract Amendment or Task Authorization, in substantially the form attached and incorporated by reference as Schedule "E," and signed by both parties.

8.2. All tasks outlined in the Agreement are contingent upon execution of a Task Authorization Form or Contract Amendment.

8.3. If Consultant is obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Consultant, and not due to its own fault or neglect, including but not restricted to: acts of God or of public enemies, acts of government or of Authority, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then Consultant shall notify the Authority in writing within seventy-two (72)

hours after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Consultant may have had to request a time extension.

8.4. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Consultant's services from any cause whatsoever, including those for which Authority may be responsible in whole or in part, shall relieve Consultant of its duty to perform services or give rise to any right to damages or additional compensation from Authority. Consultant's sole remedy against Authority will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of Consultant, the services relating to a specific Task Authorization hereunder have not been completed within twenty-four (24) months of the date that Task Authorization was signed by both parties, Consultant's compensation for that Task shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by Consultant after expiration of said twenty-four (24) month period.

8.5. If Consultant fails to commence, provide, perform or complete any of the services to be provided hereunder in a timely and diligent manner, in addition to any other rights or remedies available to Authority hereunder, Authority at its sole discretion and option may withhold any and all payments due and owing to Consultant until such time as Consultant resumes performance of its obligations in such a manner so as to establish to Authority's satisfaction that Consultant's performance is or will shortly be back on schedule.

ARTICLE 9 - COMPENSATION AND METHOD OF PAYMENT

9.1. Authority will pay Consultant for all authorized services provided by Consultant under this Agreement and as set forth in the individual Contract Amendments or Task Authorizations executed by the parties, based on the Fee Schedule set out in Schedule "B", "Basis of Compensation," which is attached hereto and incorporated by reference. Consultant will be compensated on either a lump-sum basis on completion of a particular Task or over the course of Consultants' services for Work in Progress, based on a monthly statement of services, as follows:

(1) **Lump Sum** - Upon Authority's acceptance of Consultants' work, Authority will pay Consultant a lump sum as specified in the Task Authorization or Contract Amendment.

Lump Sum Fees are understood and agreed to include all direct and indirect labor costs, personnel related costs, overhead and administrative costs, costs of sub-consultant(s) and/or subcontractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Consultant as may be required and/or necessary to complete each and every task set forth in the Scope of Professional Services, or as may be set out in subsequent Contract Amendments, and/or Task Authorizations agreed to in writing by both parties to this Agreement.

(2) **Monthly Statements** - Consultant may submit an invoice to Authority's Development Division each calendar month covering services rendered and completed during the preceding calendar month. Consultant's invoice shall be itemized to correspond

to the basis of compensation as set forth in the Task Authorization or Contract Amendment, expressed as a percentage of the total work to be performed under that Task Authorization or Contract Amendment.

(3) **Non-personnel Reimbursable Expenses** - Authority will further compensate Consultant for all non-personnel reimbursable expenses and costs in accord with Schedule "B-1", "Non-Personnel Reimbursable Expenses and Costs", attached and incorporated herein.

(4) **Not-To-Exceed Fee(s)** - When all, or any portion, of the Consultant's compensation for performing services required in the Scope of Services or any Contract Amendment or Task Authorization, is established on a Not-to-Exceed (N.T.E.) amount basis, it is mutually understood and agreed that such compensation for each Completed Task shall be made on the following basis:

a. For the actual hours necessary, required and expended by the Consultant's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in Schedule "B" to this Agreement; and

b. For the actual necessary, required and expended non-personnel reimbursable expenses and costs, multiplied by the applicable charge for each item as set forth in Schedule "B-1", "Non-Personnel Reimbursable Expenses and Costs", attached and incorporated by reference; and

c. With the understanding and agreement that the Authority shall pay the Consultant for all such costs and expenses within the established Not-to-Exceed amount for each Task or Sub-Task subject to the Consultant presenting an itemized and

detailed invoice with appropriate supporting documentation attached thereto to show evidence satisfactory to the Authority covering all such costs and expenses; and

d. With the understanding and agreement that the Consultant's invoices and all payments to be made for all Not-to-Exceed amounts shall be subject to the review, acceptance and approval of the Authority; and

e. With the understanding and agreement that when the Consultant's compensation is established on a Not-to-Exceed basis for a specific Task(s) or Sub-Task(s) the total amount of compensation to be paid the Consultant to cover all personnel costs, non-personnel reimbursable expenses and costs, and Sub-Consultant and Sub-Contractor costs for any such specific Task(s) or Sub-Task(s) shall not exceed the amount of the total Not-to-Exceed compensation established and agreed to for each specific Task(s) or Sub-Task(s).

(5) **Authorization to Commit Funds** - All Tasks outlined in the Agreement are contingent upon execution of a Task Authorization Form. The Board of Port Commissioners' approval and execution of this Agreement does not commit the Authority to expenditure of any federal, state, local or funds for any service listed in this Agreement. Only by execution of a Contract Amendment and subsequent Task Authorization is the expenditure of funds authorized and committed. Consultant and Authority understand, recognize and agree that there is no presumption of funding availability, authorization to work or commitment for future work until an appropriate Contract Amendment or Task Authorization is executed by both parties. Tasks may be authorized in whole or in part.

9.2. Authority shall issue payment to Consultant within forty-five (45) calendar days after receipt of an invoice in an acceptable form and containing the requested breakdown and detailed description and documentation. Should Authority object or take exception to the amount of any Consultant's invoice, Authority shall notify Consultant in writing of such objection or exception within the forty-five (45) day period. If such objection or exception remains unresolved at the end of the forty-five (45) day period, Authority shall withhold the disputed amount and make payment to Consultant of all amounts not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties.

9.3. Failure by Consultant to follow the instructions set out above shall result in an unavoidable delay in payment by Authority.

9.4. If this Agreement is terminated for the convenience of the Authority, the Authority shall compensate the Consultant for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the Consultant in effecting the termination of services and work, and incurred by the submittal to the Authority of any project documents.

9.5. If Authority suspends the Consultant's services or work on all or part of the services required by this Agreement, the Authority shall compensate the Consultant for all services performed prior to the effective date of suspension and any reimbursable expenses then due along with any reasonable expenses incurred or associated with, or incurred as a result of such suspension.

9.6. If services required under this Agreement are terminated, canceled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are

modified by the subsequent issuance of Amendment(s) and/or Supplemental Agreement(s); the Consultant shall not be entitled to receive compensation for anticipated fees; profit, general and administrative overhead expenses or any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, canceled or decreased.

9.7. The Consultant may cross-utilize funds from the various Tasks assigned to accomplish the overall purpose and goal of this Agreement provided Consultant has obtained prior approval from the Authority. The Authority shall review the need for such request and the impact on other assigned Tasks. In doing so, the Authority retains the authority to delete any Task outlined in the Scope of Services.

ARTICLE 10 - FAILURE TO PERFORM

If Consultant fails to commence, perform and/or complete any of the services and work required under this Agreement in a timely and diligent manner, the Authority may consider such failure as cause to terminate this Agreement. As an alternative to termination, the Authority may, at its option, withhold any or all payments due and owing to the Consultant, not to exceed the amount of the compensation for the work in dispute, until such time as the Consultant resumes performance of its obligations in accordance with the time and schedule of performance requirements set forth in this Agreement.

ARTICLE 11 - PUBLIC RECORDS

Consultant acknowledges that any information concerning its services may be exempt from disclosure under the Florida Public Records Law as follows:

(1) **Airport Security Plans** - The Southwest Florida International Airport security plan, and other critical operational materials designated by the Authority, are exempt from disclosure as public records under Section 331.22, Florida Statutes (2001).

These materials include, but are not limited to, any photograph, map, blueprint, drawing, or similar material that depicts critical operational information that the Authority determines could jeopardize airport security if generally known.

(2) **Building Plans** - Consultant further acknowledges that Section 119.07(3)(b)1., Florida Statutes, exempts building plans, blueprints, schematic drawings, and diagrams depicting internal layouts and structural elements of a public building from the disclosure requirements of the Florida Public Records Law.

(3) **Airport Security Systems** - Section 281.301, Florida Statutes, exempts information relating to the security systems for any property owned by or leased to the Authority and all information relating to the security systems for any privately-owned or leased property which is in Authority's possession, including all records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to or revealing such systems or information, and all meetings relating directly to or that would reveal such systems or information, is confidential and exempt from disclosure.

Section 119.071(3)(a)1. and 2., Florida Statutes, reiterates the security system exemption and expands upon it to include threat assessments; threat response plans; emergency evacuation plans; shelter arrangements; security manuals; emergency equipment; and security training as confidential and exempt from disclosure.

Consultant agrees not to divulge, furnish or make available to any third person, firm or organization, without Authority's prior written consent, or unless incidental to the proper performance of Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any confidential or exempt information concerning the services to be rendered by Consultant hereunder. Consultant shall require all of its employees, agents, subcontractors to comply with the provisions of this Article.

ARTICLE 12 - OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports and other technical data, other than working papers, prepared or developed by Consultant under this Agreement shall be delivered to and become the property of Authority. Consultant may retain copies thereof for files and internal use.

ARTICLE 13 - MAINTENANCE OF RECORDS

Consultant will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by Consultant for a minimum of five (5) years from the date of expiration or termination of this Agreement or the date all work under this Agreement is complete, whichever is later. Authority, the FAA, the Comptroller General of the United States or any duly authorized agent or representative of any of them shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this

Agreement and during the five (5) year period thereafter; provided, however, such activity shall be conducted only during normal business hours.

ARTICLE 14 - INDEMNIFICATION

14.1. Consultant shall indemnify, hold harmless and defend Authority and Lee County, Florida, and their respective Boards of Commissioners, officers, agents, and employees, from and against any liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, that may be made or brought hereafter by anyone on account of personal injury, property damage, loss of monies, or other loss to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Consultant, or anyone utilized by Consultant in the performance of this Agreement, except where such claims or damages result from the gross negligence or willful, wanton or intentional misconduct of Authority, Lee County or their respective Boards of Commissioners, officers, agents, or employees. This obligation will survive acceptance of the services provided under this Agreement and payment therefore by Authority.

Further, Consultant's patent and copyright infringement and trade secret indemnity and hold harmless obligations, as set out in Request for Qualifications, LOQ 19-28, are specifically incorporated by reference as if set forth in full herein.

14.2. With respect to and in consideration for the indemnifications provided by Consultant in paragraph 14.1 above, Authority agrees to pay to Consultant ten percent (10%) of the total compensation paid to Consultant under this Agreement, the sufficiency and receipt of which is hereby acknowledged.

ARTICLE 15 - INSURANCE

During the term of this Agreement, Consultant shall provide, pay for, and maintain, with companies satisfactory to Authority, the types of insurance described herein. Consultant further agrees to provide Authority's Risk Manager with advance written notice of the cancellation or non-renewal of any required insurance coverage and to obtain replacement coverage as soon as possible. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida. Promptly after execution of this Agreement by both parties, the Consultant must obtain insurance coverages and limits required as set out below and evidenced by properly executed Certificates of Insurance on forms which are acceptable to the Authority's Risk Manager. The Certificates must be signed by an Authorized Representative of the insurance company/companies shown on the Certificates with proof that he or she is an authorized representative thereof.

The Authority reserves the right to reject insurance written by an insurer it deems unacceptable because of poor financial condition or other operational deficiency. All insurance must be placed with insurers who are duly licensed, or authorized to do business with the State of Florida, and with an A.M. Best Rating of not less than A-VII. Regardless of this requirement, Authority in no way warrants that the required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

All policies of insurance shall contain provisions that advance written notice shall be given to Authority of any cancellation, intent not to renew, material change or alteration, or

reduction in the policies' coverages, except in the application of the Aggregate Limits provision of any policy. In the event of a reduction in the Aggregate Limit of any policy, Consultant shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. All of Consultant's insurance coverages shall be primary and non-contributory to any insurance or self-insurance program carried by Authority and applicable to work under this Agreement.

The acceptance by Authority of any Certificate of Insurance evidencing the insurance coverages and limits required in this Agreement does not constitute approval or agreement by Authority that the insurance requirements have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the requirements of this Agreement.

No work shall commence on any Task assigned under this Agreement unless and until the required Certificates of Insurance are received and approved by Authority.

15.1. INSURANCE REQUIRED

Before starting and until acceptance of any work by Authority, Consultant shall procure and maintain insurance of the types and to the limits specified in paragraphs 15.2.1 through 15.2.4, inclusive below. All liability insurance policies obtained by Consultant to meet the requirements of this Agreement, other than Worker's Compensation and Employer's Liability and Professional Liability policies, shall name Authority as an additional insured as to the services of Consultant under this Agreement and shall contain the severability of interests provisions.

15.2. COVERAGES

The amounts and types of insurance described below are the minimum requirements and are not intended to limit the Authority's access to additional coverage if more coverage is available. All amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) forms and endorsements or broader where applicable:

15.2.1. Professional Liability Insurance (Errors and Omissions) - Consultant shall maintain professional liability insurance appropriate to its profession and insuring its legal liability arising out of the performance of professional services under this Agreement. Such insurance shall have limits of not less than \$2,000,000 per occurrence or claim. Consultant must continue this coverage for a period of not less than five (5) years after completion of its services to Authority. Consultant shall promptly submit a Certificate of Insurance providing for an unqualified written notice to Authority of any cancellation of coverage or reduction in limits, other than the application of the Aggregate Limits provision.

If the professional liability insurance is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

15.2.2. Commercial General Liability Insurance - Consultant shall maintain commercial general liability insurance. Coverage shall include, but not be limited to, Bodily Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property

Damage including Completed Operations, Broad Form Contractual Liability and XCU Coverages. Limits of coverage shall not be less than the following:

Each Occurrence Personal and Advertising Injury	\$2,000,000 to \$5,000,000
Completed Operations and Contractual Liability	\$2,000,000 to \$5,000,000

If the General Liability insurance required herein is issued or renewed on a "claims made" form, as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of any Task under this Agreement and shall provide that in the event of cancellation or non-renewal the discovery period for insurance claims (Tail Coverage) shall be unlimited.

15.2.3. Automobile Liability Insurance shall be maintained by Consultant as to ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury and Property Damage Liability	\$5,000,000
---	-------------

15.2.4. Worker's Compensation and Employers Liability Insurance shall be maintained by Consultant during the term of this Agreement for all employees engaged in the work under this Agreement, in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than:

Worker's Compensation Employer's Liability	Florida Statutory Requirements
Each Accident	\$500,000
Disease Each Employee	\$500,000

15.2.5. Consultant must use Authority's Certificate of Insurance attached as Schedule "C", or similar form acceptable to Authority's Risk Manager, to verify coverages. The Certificate of Insurance must be completed on a "sample only" basis by Consultant's

insurance representatives and must be submitted for Authority's review as to acceptability. If any insurance provided under this Agreement expires prior to the completion of the Work, renewal Certificates of Insurance on an acceptable form must be furnished to Authority's Risk Manager at least thirty (30) days prior to the date of expiration. Copies of the renewal policies shall also be furnished to the Risk Manager if requested by Authority.

15.2.6. If Consultant does not maintain the insurance coverages required by this Agreement, Authority may cancel the Agreement or at its sole discretion is authorized to purchase such coverages and charge Consultant for such coverages purchased. Authority shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Authority to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.

ARTICLE 16 - SERVICES BY CONSULTANT'S OWN STAFF

Services to be performed hereunder shall be performed by Consultant's own staff, unless otherwise authorized in writing by Authority. The employment of, contract with, or use of the services of any other person or firm by Consultant, as independent contractor or otherwise, shall be subject to the prior written approval of Authority. No provision of this Agreement shall, however, be construed as constituting an agreement between Authority and any such other person or firm. Nor shall anything contained herein be deemed to give any such party or any third party any claim or right of action against Authority beyond such as may otherwise exist without regard to this Agreement.

ARTICLE 17 - WAIVER OF CLAIMS

Consultant's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against Authority for services rendered under this Agreement, except those previously made in writing and identified by Consultant as unsettled at the time of the final payment. Neither the acceptance of Consultant's services nor payment by Authority shall be deemed to be a waiver of any of Authority's rights against Consultant.

ARTICLE 18 - AIRPORT SECURITY REQUIREMENTS

Consultant acknowledges that the Authority is subject to strict federal security regulations limiting access to secure areas of the airport and prohibiting violations of the adopted Airport Security Program. Consultant may need access to these secure areas to complete the work required by this Agreement.

Consultant therefore agrees, in addition to the other indemnification and assumption of liability provisions set out above, to indemnify and hold harmless the Authority and Lee County, Florida, and their respective commissioners, officers and employees, from any duty to pay any fine or assessment or to satisfy any punitive measure imposed on the Authority or Lee County, Florida by the FAA or any other governmental agency for breaches of security rules and regulations by Consultant, its agents, employees, subconsultants, subcontractors, or invitees.

Consultant further acknowledges that its employees and agents may be required to undergo background checks and take Airport Security and Access Procedures ("S.I.D.A.") training before receiving an Airport Security Identification Badge.

Immediately upon the completion of any work requiring airport security access under this Agreement, or upon the resignation or dismissal or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the Consultant, Consultant shall notify the Airport's Police Department that the Consultant's access authorization or that of any of Consultant's agents, employees, subconsultants, subcontractors, or invitees has changed. Consultant will confirm that notice, by written confirmation on company letterhead, within twenty-four (24) hours of providing initial notice to the Airport's Police Department.

Upon termination of this Agreement, or the resignation or dismissal of any employee or agent, or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the Consultant, Consultant shall surrender any Airport Security Identification Badge held by the Consultant or by Consultant's agents, employees, subconsultants, subcontractors, or invitees. Should Consultant fail to surrender these items within five (5) days, the Consultant shall be assessed a fee of Twenty-Five Dollars (\$25.00) per identification badge not returned. This fee will be billed to the Consultant or deducted from any money owing to the Consultant, at the Authority's discretion.

ARTICLE 19 - TERMINATION OR SUSPENSION

19.1. Consultant shall be considered in material default of this Agreement and such default will be considered cause for Authority to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under any Task Authorization, or (b)

failure to properly and timely perform the services as directed by Authority as provided for in the Agreement, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. Authority may so terminate this Agreement, in whole or in part, by giving Consultant seven (7) calendar days written notice.

19.2. If, after notice of termination of this Agreement, it is determined for any reason that Consultant was not in default, or that its default was excusable, or that Authority was not entitled to the remedies against Consultant provided herein, then Consultant's remedies against Authority shall be the same as and limited to those afforded Consultant under paragraph 19.3. below.

19.3. Authority shall have the right to terminate this Agreement, in whole or in part, without cause upon thirty (30) calendar days written notice to Consultant. In the event of such termination for convenience, Consultant's recovery against Authority shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Consultant that are directly attributable to the termination, but Consultant shall not be entitled to any other or further recovery against Authority, including, but not limited to, anticipated fees or profits on work not required to be performed.

19.4. Upon termination, Consultant shall deliver to Authority all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.

19.5. Authority shall have the power to suspend all or any portions of the services to be provided by Consultant hereunder upon giving Consultant two (2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, Consultant's sole and exclusive remedy shall be an extension of time to its schedule.

ARTICLE 20 - TERMINATION UNDER SECTION 287.135, F.S.

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., 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 is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

ARTICLE 21 - SECURING AGREEMENT

Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

Consultant shall sign the Truth-In-Negotiation Certificate attached hereto and made a part hereof as Schedule "D". The original Agreement price and any additions thereto shall

be adjusted to exclude any sums by which Authority determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

ARTICLE 22 - CONFLICT OF INTEREST

22.1. - Conflict of Interest - Clients - The Authority desires to avoid any real or perceived conflict of interest in obtaining Consultant's services during the term of this Agreement. Consultant therefore agrees not to perform work for any third party related to development of the Southwest Florida International Airport or Page Field General Aviation Airport, nor perform work related to any property directly abutting either Airport boundary, within the Runway Protection Zone of either Airport, or within the Southwest Florida International Airport Noise Overlay Zone.

Consultant represents that it presently has no interest and shall acquire no interest, during the term of this Agreement, either direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Consultant further agrees that no person having any such interest shall be employed or engaged by Consultant for said performance.

If Consultant, for itself and on behalf of its subconsultants or subcontractors, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by Consultant or such subconsultants or subcontractors under this Agreement, then it will promptly bring such potential conflict of interest to Authority's attention, in writing. Authority will advise Consultant, in writing, within ten (10) calendar days as to the period of time required by Authority to determine if such

a conflict of interest exists. If Authority determines that there is a conflict of interest, Consultant or such subconsultant or subcontractor shall decline the representation upon written notice by Authority.

If Authority determines that there is no conflict of interest, then Authority will give its written consent to the proposed representation. If Consultant or a subconsultant or subcontractor accepts any representation without obtaining Authority's prior written consent, and if Authority subsequently determines that there is a conflict of interest between that representation and the work being performed by Consultant or a subconsultant or subcontractor under this Agreement, then Consultant or such subconsultant or subcontractor agrees to promptly terminate the representation. Consultant shall require each of its subconsultant or subcontractors to comply with the provisions of this Article.

If Consultant fails to advise or notify Authority as provided hereinabove of representation which could, or does, result in a conflict of interest, or if Consultant fails to discontinue such representation when requested, Authority may consider such failure as justifiable cause to terminate this Agreement.

22.2. Conflict of Interest - Projects - If Consultant or any subconsultant or subcontractor is requested by Authority to prepare any early analysis, concept study, preliminary design, cost estimate, project schedule, etc. for a project and the estimated construction cost of that project is expected to exceed the statutory threshold for competitive solicitations (currently \$2 million) the Consultant and any subconsultant or subcontractor will be prohibited from pursuing any future solicitation or contracting with another firm, as a prime consultant or subconsultant, for that same project. The Consultant

may not decline any work assigned by the Authority under this Agreement because of this restriction.

As identified in the Request for Letters of Qualification, Consultant acknowledges and accepts that all work that is potentially funded with any federal funds will be awarded to the top ranked firm as previously determined during the competitive selection process.

ARTICLE 23 - NOTICES AND ADDRESS OF RECORD

23.1. All notices required or made under this Agreement to be given by either party to the other shall be in writing and shall be delivered by hand or by United States Postal Service, first class mail service, postage prepaid, and addressed to the following addresses of record:

Lee County Board of Port Commissioners
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913
ATTENTION: Mark R. Fisher, Deputy Executive Director - Development

ATTENTION: _____

23.2. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

ARTICLE 24 - NO THIRD PARTY RIGHTS

Nothing contained in this Agreement shall create a contractual relationship with a third party, or any duty, obligation or cause of action in favor of any third party, against either the Authority or Consultant.

Services performed by Consultant under the Agreement are solely for the benefit of the Authority. This Agreement shall not be construed to create any contractual relationship between Consultant and any third party. It is the intent of the parties that there be no third party beneficiaries to this Agreement. The fact that the Authority may enter into other agreements with third parties that give Consultant and Authority the right to observe work being performed by those third parties, shall not give rise to any duty or responsibility on the part of Consultant in favor of such third parties.

ARTICLE 25 - MISCELLANEOUS

25.1. Consultant, in representing Authority, shall promote the best interest of Authority and assume towards Authority a fiduciary relationship of the highest trust, confidence, and fair dealing.

25.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

25.3. This Agreement is not assignable, in whole or in part, by Consultant without the prior written consent of Authority.

25.4. Waiver by either party or a breach of any provision of this Agreement 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 Agreement.

25.5. The headings of the Articles, Sections, Schedules and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Sections, Schedules and Attachments.

25.6. This Agreement, including any Addenda and referenced Schedules and Attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.

ARTICLE 26 - NOTICE REGARDING PUBLIC ENTITY CRIMES

Section 287.133(3)(a) (1995) requires Authority to notify Consultant of the provisions of Section 287.133(2)(a) F.S.

Section 287.133(2)(a) F.S. prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime from:

- A. Contracting to provide goods or services to a public entity.
- B. Submitting a bid on a contract for construction or repair of a public building or public work.
- C. Submitting bids on leases of real property to a public entity.
- D. Being awarded or perform work as a contractor, supplier, subcontractor, or Consultant under a contract with any public entity in excess of \$25,000.00.

The prohibitions listed above apply for a period of thirty-six (36) months from the date a person or an affiliate is placed on the convicted vendor list.

ARTICLE 27 - APPLICABLE LAW

Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules, and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement shall be brought either in the Florida state courts in Lee County, Florida, or in the United States Federal District Court for the Middle District of Florida, Fort Myers Division. The prevailing party in any such suit or action shall be entitled to recover from the other party their reasonable attorneys' fees and court costs.

ARTICLE 28 - PROHIBITED INTERESTS

No member, officer or employee of the Port Authority or of the locality during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

ARTICLE 29 - LOBBYING CERTIFICATION

The Port Authority agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Port Authority, to any person for influencing or attempting to influence any officer or employee of any Federal agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the Port Authority to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Port Authority shall require that the language of this section be included in this award document and any award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ARTICLE 30 - E-VERIFY

Consultant agrees that it will enroll and participate in the U.S. Department of Homeland Security's E-Verify Program for Employment Verification in accordance with the terms governing use of the Program. The Consultant further agrees to provide the Authority with proof of such enrollment within thirty (30) days of the date of this Agreement. Once enrolled, Consultant agrees to use the E-Verify Program to confirm the employment eligibility of:

30.1. All persons employed by Consultant during the term of this Agreement.

30.2. All persons, including subconsultants and subcontractors, assigned by the Consultant to perform work or provide services under the Agreement.

Consultant further agrees that it will require each subconsultant or subcontractor performing work or providing services under this Agreement to enroll in and use the U.S.

Department of Homeland Security's E-Verify Program for Employment Verification to verify the employment eligibility of all persons employed by the subconsultant or subcontractor during the term of this Agreement.

Consultant agrees to maintain records of its participation and compliance with the provisions of the E-Verify Program, including participation by its subconsultants and subcontractors as provided above, and to make such records available to the Authority or other authorized state or federal agency consistent with the terms of this Agreement.

Compliance with the terms of this Article 29 is made an express condition of this Agreement, and the Authority may treat failure to comply as a material breach of the Agreement and grounds for immediate termination.

ARTICLE 31 - COVENANTS AGAINST DISCRIMINATION

During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest agrees as follows:

31.1. Compliance with Regulations. Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (the "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

31.2. FAA Nondiscrimination Clause. Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultant shall carry out all applicable requirements of 49 CFR Part 23 and Part 26 in the award and administration of DOT-assisted contracts. Failure by Consultant

to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Authority (recipient) deems appropriate. Every contract that Consultant enters with a subconsultant or subcontractor for services under this Agreement must contain this clause.

31.3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

31.4. Information and Reports. Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to Authority or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

31.5. Sanctions for Noncompliance. In the event of Consultant's noncompliance with the nondiscrimination provisions of this Agreement, Authority shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to Consultant under the Agreement until Consultant complies; and/or

(b) cancellation, termination, or suspension of the Agreement, in whole or in part.

31.6. DBE Policy. It is the policy of the Department of Transportation (the "DOT") that Disadvantaged Business Enterprises ("DBE's") as defined in 49 CFR Part 23 and Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Part 26 apply to this Agreement. The Consultant agrees to ensure that DBE's as defined in 49 CFR Part 23 and Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Consultant shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 and Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts.

31.7. Prompt Payment Requirements. Authority has adopted a DBE Program in compliance with 49 CFR Part 26, therefore, the following requirement will apply to all contracts funded, either wholly or in-part, with DOT financial assistance:

Consultant agrees to pay each subconsultant under this contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment Consultant receives from Authority. Consultant agrees further to return any retainage payments to each subconsultant within thirty (30) days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment beyond these time limits may occur only for good cause following written approval of the delay by Authority. This clause applies to both DBE and non-DBE subconsultants.

31.8. Incorporation of Provisions. Consultant shall include the provisions of paragraphs 31.1. through 31.7. in every subcontract, including procurements of materials and leases of equipment, unless exempted by the Regulations or directives issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 32 - AMENDMENTS OR MODIFICATIONS

No amendment or modification to this Agreement shall be valid or binding upon the parties unless in writing as an Amendment to this Agreement and executed by both parties intended to be bound by it.

ARTICLE 33 - MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Notwithstanding anything to the contrary, on behalf of themselves, their governing officers and employees, the parties waive all claims against each other for indirect or consequential losses or damaged, and punitive damages, whether arising in contract, warranty, tort, negligence, strict liability, or otherwise, including but not limited to losses of profits, use, excess construction costs, alternative means or methods, or losses of funding.

This 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.

[Remainder of Page Intentionally Left Blank]

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

ATTEST:

(Witness)

(Witness)

ATTEST:
LINDA DOGGETT, CLERK OF COURT

By: _____
Deputy Clerk

Consultant:

By: _____

Title: _____

Date: _____

(CORPORATE SEAL)

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

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

SCHEDULE "A"
SCOPE OF SERVICES

SCHEDULE "B"

BASIS OF COMPENSATION

SCHEDULE "B-1"**NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS**

ITEM	BASIC OF CHARGE
Telephone (Long Distance)	At Cost
Telegraph	At Cost
Postage	At Cost
Shipping Material	At Cost
Commercial Air Travel	Coach Fare or Best Available Rate
Automobile Travel	Reimbursed as set by §112.061(7)(d)1. F.S.
Lodging (Per Person)	At Cost - Single Occupancy Rate Only
Meals (Breakfast)	\$ 6.00 *n.t.e.
(Lunch)	\$11.00 *n.t.e.
(Dinner)	\$19.00 *n.t.e.
Reproduction (Photocopy) 8-1/2" x 11"	\$ 0.10/Page
8-1/2" x 14"	\$ 0.15/Page
11" x 14"	\$ 0.15/Page
Reproduction (Blue/White Prints)	\$ 0.10/sq. ft.
Printing	At Cost
Binding	At Cost
Computer Equipment	\$20.00/hour *n.t.e.
Other	

*Reimbursed at Actual Cost,
not to exceed stated amount.

SCHEDULE "C" CERTIFICATE OF INSURANCE

In consideration of the premiums charged on the insurance policies shown in this certificate, this certificate of insurance is issued to the certificate holder shown below. This certificate does not amend, extend or alter the coverage afforded by the policies listed below except as shown below:

Name and Address of Agency	COMPANIES AFFORDING COVERAGE	
	COMPANY LETTER	A
Name and Address of Insured	COMPANY LETTER	B
	COMPANY LETTER	C
	COMPANY LETTER	D
	COMPANY LETTER	E


This is to verify that the insurance policies listed below have been issued to the insured and are in force at this time. It is agreed that none of these policies will be cancel or changed, except in the application of the aggregate liability limits provisions, so as to affect the insurance described by this certificate until after 30 days written notice of such cancellation or change has been delivered to the certificate holder at this address shown below. It is also agreed that 30 days written notice by the insurance companies listed above of their intent not to renew their policies listed below for the same coverage provided in this certificate will be given to the certificate holder at their address shown below. The policies shown in this certificate are primary to any insurance carried by the certificate holder.

Company Letter	Type of Insurance	Policy Number	Policy Effective Date (mm/dd/yy)	Policy Expiration Date (mm/dd/yy)	ALL LIMITS IN THOUSANDS		
	GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence <input type="checkbox"/> Owners & Contractors Protective <input type="checkbox"/> X.C.U. Coverage <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors				General Aggregate \$ Products Comp/Ops Aggregate \$ Personal & Advertising Injury \$ Each Occurrence \$ Fire Damage (Any one Fire) \$ Medical Expense (Any one Person) \$ Specific Project* \$As above		
	AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Bodily Injury (Each Person) \$ Bodily Injury (Each Accident) \$ Property Damage \$ Bodily Injury and Property Damage Combined \$	Each Accident	
	EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Bodily Injury and Property Damage Combined \$	Each Occurrence	Aggregate \$
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				Statutory (Each Accident) \$ (Disease-Policy Limit) \$ (Disease-Each Employee) \$		
	OTHER						

- Contractual Liability Coverage
 Description of Contract:
 The Certificate Holder has been named as an additional insured as respects the General, Automobile, and Excess Liability Policies described here:
 The General, Automobile and Excess Liability Policies described provide the severability of interest (cross liability) provision applicable to the named insured and the Certificate Holder.
 Copy of the agent's license, or other proof of representation, with each insurance company, named above must be attached to this certificate:

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

SPECIFIC PROJECT/LOCATION/VEHICLES/SPECIAL CONDITIONS:

 LEE COUNTY PORT AUTHORITY	Lee County Port Authority 11000 Terminal Access Road Suite 8671 Fort Myers, Florida 33913	Name and Address of Certificate Holder Date Issued: _____ Authorized Representative: _____ Address: _____ Telephone #: _____
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Lee County Port Authority
11000 Terminal Access Road., Suite 8671
Fort Myers, Florida 33913

PLEASE READ CAREFULLY

CERTIFICATE OF INSURANCE EXPLANATION

The Certificate Holder (CH), requires the use of its Certificate of Insurance as evidence that the insurance requirements of the agreement have been complied with and will continue to be complied with as long as the agreement is in force. CH must rely on this certificate as proof of compliance with the insurance requirements agreed upon. The CH must be advised of cancellation or nonrenewal of the insurance coverage required or reduction in the coverage provided in compliance with the agreement as shown in the Certificate of Insurance. Thirty-day written notice of cancellation, nonrenewal, or reduction in coverage must be provided to the CH so that it can take proper action to protect itself.

Many Certificates of Insurance are received by the CH and many contain wording to the effect that the certificate is issued as a matter of information only and confers no rights upon the certificate holder. A common example of this unacceptable language is: should any of the above-described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the named holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

The CH must have the right of notice of cancellation, nonrenewal, and reduction of coverage, as this is part of the insurance requirements of the agreement entered into and to be relied upon by the CH as evidenced through its Certificate of Insurance.

The requirement that the authorized representative signing the Certificate of Insurance attach his agent's license with the insurance company or companies, or other acknowledgment by the insurance company or companies shown in the certificate, is to show proof to the CH that the person signing the certificate is legally authorized by the insurance company to so obligate them, as referred to in the certificate.

The CH must have positive evidence in the form of its Certificate of Insurance that the insurance requirements of the agreement entered into have been met and will continue to be met, without interruption, during the term of the agreement entered into unless thirty days written notice is given to it.

No activity shall begin until the CH's properly executed Insurance Certificate is received. Your cooperation in providing the CH with acceptable evidence of insurance requirements compliance, as agreed to in the agreement, will prevent confusion and delay in allowing the subject matter of this agreement to be accomplished.

The acceptance of delivery to the CH of any Certificate of Insurance required in any contract does not constitute agreement by the CH that the insurance requirements in the contract have been met or that the insurance policies shown in the certificate are in compliance with the contract requirements.

SEVERABILITY OF INTERESTS PROVISION

With respect to claims involving any Insured at interest hereunder, each such interest shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured. This agreement, however, shall not operate to increase the limits of the Insurance Company's liability.

SCHEDULE "D"

DATE: _____

TRUTH IN NEGOTIATION CERTIFICATE

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the Board of Port Commissioners of Lee County Port Authority for the project known as: _____

_____.

Before me, the undersigned Authority, personally appeared _____, who provided _____ as identification, or _____ is personally known to me, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposed and stated under oath that:

1. This Certificate shall be attached to and constitute an integral part of the above said Professional Services Agreement as provided in Article 13.
2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Services Agreement is established are accurate, complete, and current on the date set forth hereinabove.
3. The truth of statements made herein may be relied upon by Authority and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

Executed on behalf of the Party to the Professional Services Agreement referred to as Consultant, doing business as:

Firm Name:

By: _____

Print Name

Address

The foregoing instrument was acknowledged and executed before me by the above signed on this _____ day of _____, _____.

NOTARY PUBLIC, State of _____

Name Printed or Stamped

Commission Expires: _____

Commission Number: _____

SCHEDULE "E"

LEE COUNTY PORT AUTHORITY - PROFESSIONAL SERVICES

TASK AUTHORIZATION FORM

CONTRACT (AGREEMENT) NAME: _____

TASK NO.: _____

TASK AUTHORIZATION FORM NO.: _____

Upon completion and execution of this Task Authorization Form by both parties to the Agreement, the following services are authorized:

(1) Check One: ____ A) See Agreement Referenced Above

OR

____ B) See Attachment A

(2) Amount(s) previously Authorized under this Task: \$ _____

(3) Amount Authorized by this Authorization: \$ _____

(4) Total Amount of Authorization under this Task: \$ _____

(5) Time to complete services outlined under this Task Authorization: _____
Calendar Days

(6) It shall be understood between both parties that this Task Authorization shall not be effective until approval from the FAA and/or FDOT has been obtained, if required.

CONSULTANT'S ACCEPTANCE

Print Name of Firm	Print Authorized Name	Authorized Signature
Date: _____		

LCPA PROJECT MANAGER'S ACCEPTANCE

LCPA Authorized Name	Authorized Signature	Date	Print
-------------------------	----------------------	------	-------

FAA/FDOT APPROVAL

FDOT: _____
Signature-FDOT Representative
Date: _____

FAA: _____
Signature-FAA Representative
Date: _____



C.09 Section 7 - References (not to exceed 3 2 pages)

Complete **Form 2** and **Form 3** with the following information:

- **FORM 2 – PROJECT MANAGER REFERENCES:** Provide a listing of at least two (2) previous contracts that the person identified as the Project Manager served as Project Manager that best exemplifies his or her abilities to serve as Project Manager for RSW and Page Field projects. For each reference:
 - 1) Provide the Contract Name and location.
 - 2) Provide the year the Project Manager worked on the contract.
 - 3) Provide the name of the firm that employed the Project Manager during the contract.
 - 4) Provide a reference for each contract including name, position held during the contract, current title and employment, and current telephone number. The reference contact shall be a key person under whom the contract work was performed or who was directly involved with the administration/supervision of all projects. Up-to-date and current contact information is requested and is the sole responsibility of the Respondent. The inability to perform reference checks due to the submittal of inaccurate or outdated reference contact information will be viewed as a negative aspect of the firm’s LOQ response.

- **FORM 3 - FIRM REFERENCES:** Provide a listing of one (1) previous contract where the firm served a major role in completing that best exemplifies the firm’s abilities to successfully serve as **Architect or Engineer ~~General Construction Manager (Acting as the General Contractor)~~** for RSW and Page Field projects. For the contract reference:
 - 1) Provide the Contract Name and location.
 - 2) Provide the year the firm worked on the contract.
 - 3) Provide the name of the entity/organization that employed the firm during the contract.
 - 4) Provide a reference for each contract including name, position held during the contract, current title and employment, and current telephone number. The reference contact shall be a key person under whom the contract work was performed or who was directly involved with the administration/supervision of the project. Up-to-date and current contact information is requested and is the sole responsibility of the Respondent. The inability to perform reference checks due to the submittal of inaccurate or outdated reference contact information will be viewed as a negative aspect of the firm’s LOQ response.

- **10 Section 8 - Additional Requested Information (not to exceed 1 page)**
Respondents are requested to provide a discussion on the following information to assist the Port Authority in reviewing responses to this Request for Letters of



SECTION D **EVALUATION OF LOQS**

D.01 LOQ EVALUATION

The Authority's Staff Evaluation Committee shall meet to review the LOQ's at one or more publicly noticed meetings, as it deems necessary. After reviewing all responsive LOQs, the Staff Evaluation Committee shall forward all LOQ's to the Airports Special Management Committee (ASMC) for review. To assist with that review, the Staff Evaluation Committee will make recommendations to the ASMC that includes a suggested order of preference of the firms the Staff Evaluation Committee finds most qualified to perform the requested services.

Even though the Staff Evaluation Committee provides input and recommendations as part of the selection process, the Staff Evaluation Committee does not and cannot short-list the proposals. In accordance with this Request for Letters of Qualifications, Florida Statutes and the Board approved Lee County Port Authority Purchasing Policies, the selection process, including potential short-listing of firms, requestor oral presentations, etc., rests solely with the ASMC with final ranking approval by the Lee County Board of Port Commissioners.

The ASMC, at its discretion, may request oral, written, or visual presentations from; conduct interviews with; or conduct visits to the office, facilities, or projects of the firms it selects from among those submitting Letters of Qualification. If the ASMC decides to entertain presentations or conduct interviews at a subsequent meeting, it shall set the date, place and time for that meeting, and then establish the order of presentations for interviews by lot before adjourning. ***During the oral presentations, the Project Manager-Principal listed in the LOQ must be the principal speaker.***

The ASMC may waive oral presentations or interviews. If no oral presentations or interviews are requested, the ASMC selection shall be based on its review and evaluation of the letters of qualified firms at its initial public meeting.

The Executive Director, or his or her authorized designee, the Authority staff, and members of outside agencies (i.e., FAA and FDOT) may participate in the oral presentations or interviews as appropriate.

Consideration shall be given to certified Disadvantaged Business Enterprise Minority Business Enterprise and Women Business Enterprise consultants in accordance with applicable governmental laws, policies, or regulations, as applicable.

At the conclusion of its evaluation, the ASMC shall establish at a public meeting, by consensus, a list of at least three (3) firms deemed most qualified and capable to perform the required services. The ASMC shall report its recommendations and order of preference to the Board of Port Commissioners.

Should the ASMC determine from its evaluations that there are less than three (3) qualified firms submitting LOQ's, it shall provide the Board of Port Commissioners with such recommendation(s) as it deems appropriate under the

**LOQ 19-28LKD General Architectural and Engineering Services
Mandatory Pre-Solicitation Meeting**



Meeting Date/Time: Monday, October 28, 2019, 10:00 AM Primary Contact: Lori DeLoach, CPPB, Senior Procurement Agent, LKDELOACH@FLYLCPA.COM

PRINT NAME	REPRESENTING	MAILING ADDRESS	TELEPHONE/FAX	SPECIALTY	DBE
MARK KISTNER	MICHAEL BAKER	4211 W. BOY SCOTT BLVD W. BOY SCOTT BLVD STE 500 TAMPA FL 33607	Telephone 813-446-6016	A/E	Y N
			E-mail MKISTNER@ABAKERINFL.COM		
			Fax 813-889-5213		
KEVIN MCCUEY	ATKINS	1514 Broadway Suite 202 Fort Myers, FL	Telephone 310-986-7131	A/E	Y N
			E-mail kevin.mccuey@atkglobal.com		
			Fax		
VANESSA PERA	STADT	12271 TOWNE LAKE PRIME FORT MYERS, FL	Telephone 239 2209683	A/I	Y N
			E-mail vanessap@vanessadiplo.com		
			Fax		
Desiree Strickling	ADG Architecture, llc	3820 Colonial Blvd. St. 100 Fort Myers, FL 33946	Telephone 239-277-0554	A/E	Y N
			E-mail desireecs@alliancedesigngroup.com		
			Fax		
Joe Gronacki	AE COM		Telephone 714-328-9536	A/E	Y N
			E-mail joe.gronacki@ae.com		
			Fax		

**LOQ 19-28LKD General Architectural and Engineering Services
Mandatory Pre-Solicitation Meeting**



Meeting Date/Time: Monday, October 28, 2019, 10:00 AM Primary Contact: Lori DeLoach, CPPB, Senior Procurement Agent, LKDELOACH@FLYLCPA.COM

PRINT NAME	REPRESENTING	MAILING ADDRESS	TELEPHONE/FAX	SPECIALTY	DBE
TIM PARKER	HOLE MONJES	6200 WHISKEY CREEK DR Fort Myers FL 33919	Telephone 239 985-1200	ENGINEERING	Y
			E-mail timparker@HMeug.com		N
			Fax		
Joanna Taylor	Hole Monter	"	Telephone "	"	Y
			E-mail Joannataylor@hmerg.com		(N)
			Fax 239.985.1259		
Sarah Thomas	EG Solutions, Inc	9015 Town Center Parkway Suite 106 Lakewood Ranch, FL 34202	Telephone 941-567-1622	Engineering	(Y)
			E-mail sthomas@eg-solutionsinc.com		N
			Fax		
MICHAEL BLACKMORE	Asst H	1715 N Westshore Blvd Stc 600 Tampa, FL 33607	Telephone 813.636.2678	Environmental Engineering/ Architectural Planning	Y
			E-mail michael.blackmore@assth.com		(N)
			Fax		
CRAIG Woolf	Burns Eng	2740 VALPARAISO BLVD NORTH Fort MYERS FL 33917	Telephone 239 267-220-0306	Engineering	Y
			E-mail cwoolf@burns-group.com		(N)
			Fax		

**LOQ 19-28LKD General Architectural and Engineering Services
Mandatory Pre-Solicitation Meeting**



Meeting Date/Time: Monday, October 28, 2019, 10:00 AM Primary Contact: Lori DeLoach, CPPB, Senior Procurement Agent, LKDELOACH@FLYLCPA.COM

PRINT NAME	REPRESENTING	MAILING ADDRESS	TELEPHONE/FAX	SPECIALTY	DBE
JULIA FOCARACCI	KIMLEY-HORN	400 N. PINE ISLAND RD, #450 PLANTATION, FL 33324	Telephone 954-535-5110 E-mail julia.focaracci@kimley-horn.com Fax —	CIVIL	Y N
Lisa Mierley	Kimley-Horn	1412 JACKSON ST SUITE 2 FORT MYERS, FL 33901	Telephone 239-271-2637 E-mail LISA.MIERLEY@KIMLEY-HORN.COM Fax —	CIVIL	Y N
Abdel F. Martel	Mobio Architecture, Inc.	6303 Blue Lagoon Drive, Suite 310 Miami, FL 33126	Telephone 786-877-8392 E-mail abdelm@mobioarchitecture.com Fax —	Planning, Architecture, Interior Design	Y N
GARY KRUEGER	SCHENKEL SUTZ	12561 NEW BRITANNY BLVD. FT. MYERS, FL 33907	Telephone 239-940-2332 E-mail gkrueger@schenkelsutz.com Fax 407-481-3303	ARCHITECTURE	Y N
DAVE SCHMIDGALL	MEAD & HUNT	2203 N. LOIS AVE SUITE 1200 TAMPA, FL 33607	Telephone 727-501-5681 E-mail dave.schmidgalle@meadhunt.com Fax —	Engineering Planning Architecture	Y N

LOQ 19-28LKD General Architectural and Engineering Services
Mandatory Pre-Solicitation Meeting



Meeting Date/Time: Monday, October 28, 2019, 10:00 AM Primary Contact: Lori DeLoach, CPPB, Senior Procurement Agent, LKDELOACH@FLYLCPA.COM

PRINT NAME	REPRESENTING	MAILING ADDRESS	TELEPHONE/FAX	SPECIALTY	DBE
VINCE ZALIAUSKAS	HighSpans ENG. INC	2121 McGregor Blvd #200 FT MYERS FL 33901	Telephone 239 443 7210	CIVIL STRUCTURAL	Y N
			E-mail vinceze@highspans.com		
			Fax		
JAVIER SALAZAR	RS ARCHITECTS PA.	2070 MCGREGOR BLVD. FORT MYERS FL. 33901.	Telephone 239 332 2090	ARCHITECTURE	Y N
			E-mail jrs@rsarchitectspa.com		
			Fax		
FERNANDO ZABALA	STUDIO PLUS	12271 TOWNE LAKE FORT MYERS	Telephone 239 357 7831	ARCHITECTURE	Y N
			E-mail fernando2@studioplus.com		
			Fax		
JAMES LWK	WALDROP ENGINEERING	1514 BROADWAY SUITE 201 FORT MYERS 33901	Telephone 239-318-6708	P.E., CE, LA	Y N
			E-mail james.lwk@waldropengineering.com		
			Fax		
MARK WALLER	AVCON INC.	5300 POWERLINE ROAD SUITE 207 FORT LAUDERDALE, FL 33309	Telephone 803.530.2244	AIRPORT ENGINEERING	Y N
			E-mail MWallier@avconinc.com		
			Fax		

**LOQ 19-28LKD General Architectural and Engineering Services
Mandatory Pre-Solicitation Meeting**



Meeting Date/Time: Monday, October 28, 2019, 10:00 AM Primary Contact: Lori DeLoach, CPPB, Senior Procurement Agent, LKDELOACH@FLYLCPA.COM

PRINT NAME	REPRESENTING	MAILING ADDRESS	TELEPHONE/FAX	SPECIALTY	DBE
Mauricio Pizarro	Burns & McDonnell	801 Brickell Ave suite 938 Miami, FL 33131	Telephone 786 327 2579 E-mail mpizarro@burnsmcd.com Fax —	Arch/Eng/ Aviation	Y N
Todd Griffith	Matern Engineering	7080 Cambridge Manor Place Suite 101 Fort Myers, FL 33907	Telephone 239 332 1187 E-mail tgriffith@matern.net Fax 239 332 5195	MECHANICAL/ ELECTRICAL/ PLUMBING/ FIRE PROTECTION TECHNOLOGY	Y N
KERRICK STEGMEIER	C&S ENGINEERS, INC.	4830 W. KENNEDY BLVD, STE 600 TAMPA FL 33609	Telephone 813 434 4997 E-mail KSTEGMEIER@CSCOS.COM Fax	ARCH / MEP / FP / STRUCT / CIVIL	Y N
STEVEN LUDWINSKI	THE CORRADINO GROUP	4055 NW 97TH AVE. Suite 200 MIAMI, FLORIDA	Telephone 305-594 0735 E-mail SLUDWINSKI@CORRADIO.COM Fax 305 594 0755	ENGINEERS, PLANNERS PROGRAM MANAGERS.	Y N
Andy Kacer	AECOM	7650 W Courtney Campbell Causeway Tampa FL 33607	Telephone 352 634 4363 E-mail andy.kacer@aecom.com Fax	AVIATION CONSULTING	Y N

**LOQ 19-28LKD General Architectural and Engineering Services
Mandatory Pre-Solicitation Meeting**



Meeting Date/Time: Monday, October 28, 2019, 10:00 AM Primary Contact: Lori DeLoach, CPPB, Senior Procurement Agent, LKDELOACH@FLYLCPA.COM

PRINT NAME	REPRESENTING	MAILING ADDRESS	TELEPHONE/FAX	SPECIALTY	DBE
Bill Prosi	WSDROP-EDSWERING	2800 BONITA GRAND Pk #305 BONITA SPRING, FL 34134	Telephone 239.903.3087		Y
			E-mail BILLPROSI@WSDROPEDESIGN.COM		N
			Fax		
Kristina Whitmire	LCPA		Telephone 239-590-4620		Y
			E-mail		N
			Fax		
			Telephone		Y
			E-mail		N
			Fax		
			Telephone		Y
			E-mail		N
			Fax		
Michael Adams	ROSS & BARUZZINI	7200 NW 19th St Miami FL 33120	Telephone 305.992.9698	Transportation Technology	Y
			E-mail madams@rossbar.com		(N)
			Fax —		

Mandatory Pre-LOQ Meeting

LOQ # 19-28

GENERAL ARCHITECTURAL & ENGINEERING SERVICES

Monday, October 28, 2019



LEE COUNTY PORT AUTHORITY (LCPA) OPENING COMMENTS & INTRODUCTIONS

- Lori DeLoach, Senior Procurement Agent
- Emily Underhill, PE, AAE, Division Director – Development
- Mark Fisher, AAE, Deputy Executive Director - Development

- ➔ Please silence all cell phones.
- ➔ Please Sign In.
- ➔ Answers to your questions may be in our presentation – so Q & A will be at the end.
- ➔ This meeting is being recorded – so please make sure to speak up during the Q & A .
- ➔ Questions not answered today must be put in writing and will be answered via addendum.

PUBLIC PURCHASE

- ➔ The LCPA utilizes PUBLIC PURCHASE to distribute information, specifications, drawings, addenda and LOQ results.
- ➔ Prospective respondents must register at www.publicpurchase.com

AGENDA

- LOQ Submittal Information
- LOQ Highlights
- Q&A

LOQ SUBMITTAL INFORMATION A1-4 Presentation

One (1) Original, eight (8) identical paper copies and one (1) electronic copy are to be submitted

- Section 1 – Minimum Qualifications
- Section 2 – Executive Summary & Organizational Chart
- Section 3 - Project Manager, Firm and Key Support Staff (Form #1)
- Section 4 - Project Manager Experience
- Section 5 - Firm Experience
- Section 6 - DBE and W/MBE History and Plan
- Section 7 - References (Form #2 & Form #3)

LOQ SUBMITTAL INFORMATION

A1-4 Presentation

- Section 8 - Additional Requested Information
- Section 9 - Conflict of Interest/Business Ethics Statement
- Section 10 - Requested Forms/Certifications
 - Form 4 - Respondent's Certification
 - Form 5 - Lobbying Affidavit
 - Form 6 - Public Entity Crimes Form
 - Form 7 - Scrutinized Companies Certification
 - Copy of Current Insurance Certificate

TENTATIVE SCHEDULE

- October 31, 2019 Deadline for questions due 2:00 p.m.
- November 18, 2019 LOQs due by 2:00 p.m. local time
- December 6, 2019 Staff Qualifications Committee Meeting
- January 21, 2020 ASMC Short-list/Recommended Ranking
- February 18, 2020 Oral Presentations (if requested)
- March 5, 2020 Board of Port Commissioners Final Ranking
- April 21, 2020 ASMC Contract Review/Approval
- May 7, 2020
(Tentative) Board of Port Commissioners Approves Contract(s)

LOQ HIGHLIGHTS



LEE COUNTY PORT AUTHORITY

Southwest Florida International Airport



LEE COUNTY PORT AUTHORITY

Southwest Florida International Airport

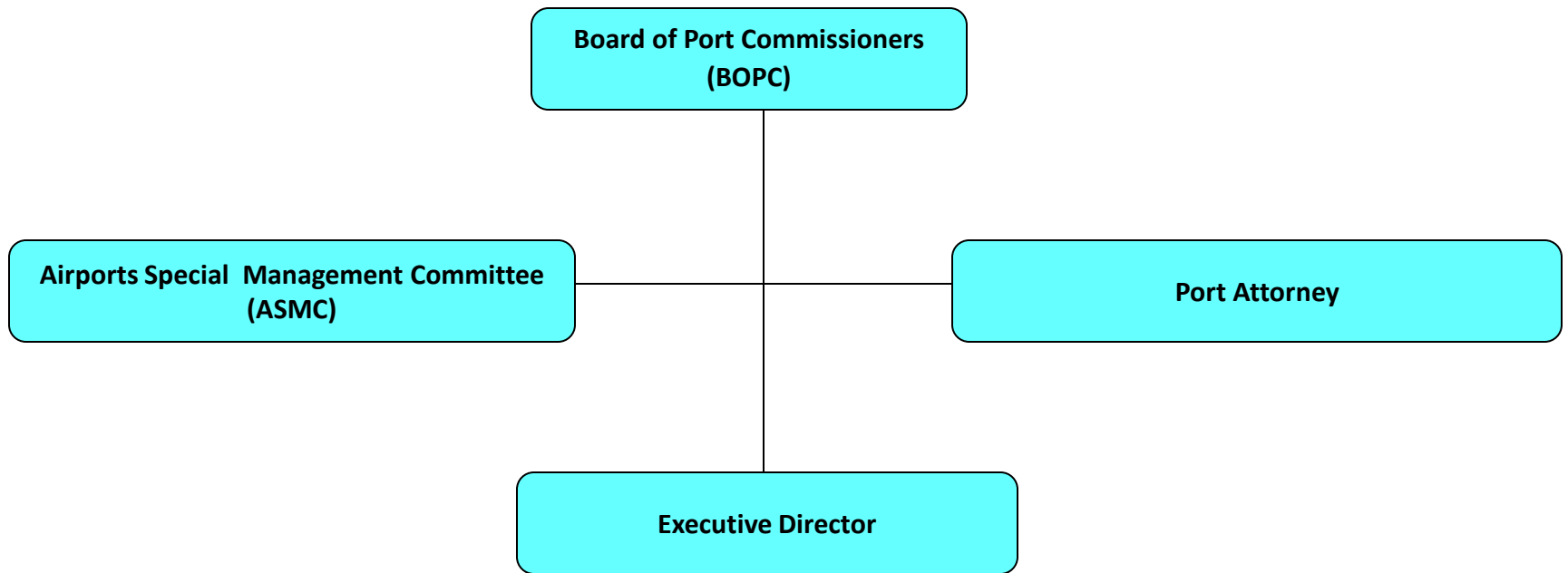


LEE COUNTY PORT AUTHORITY

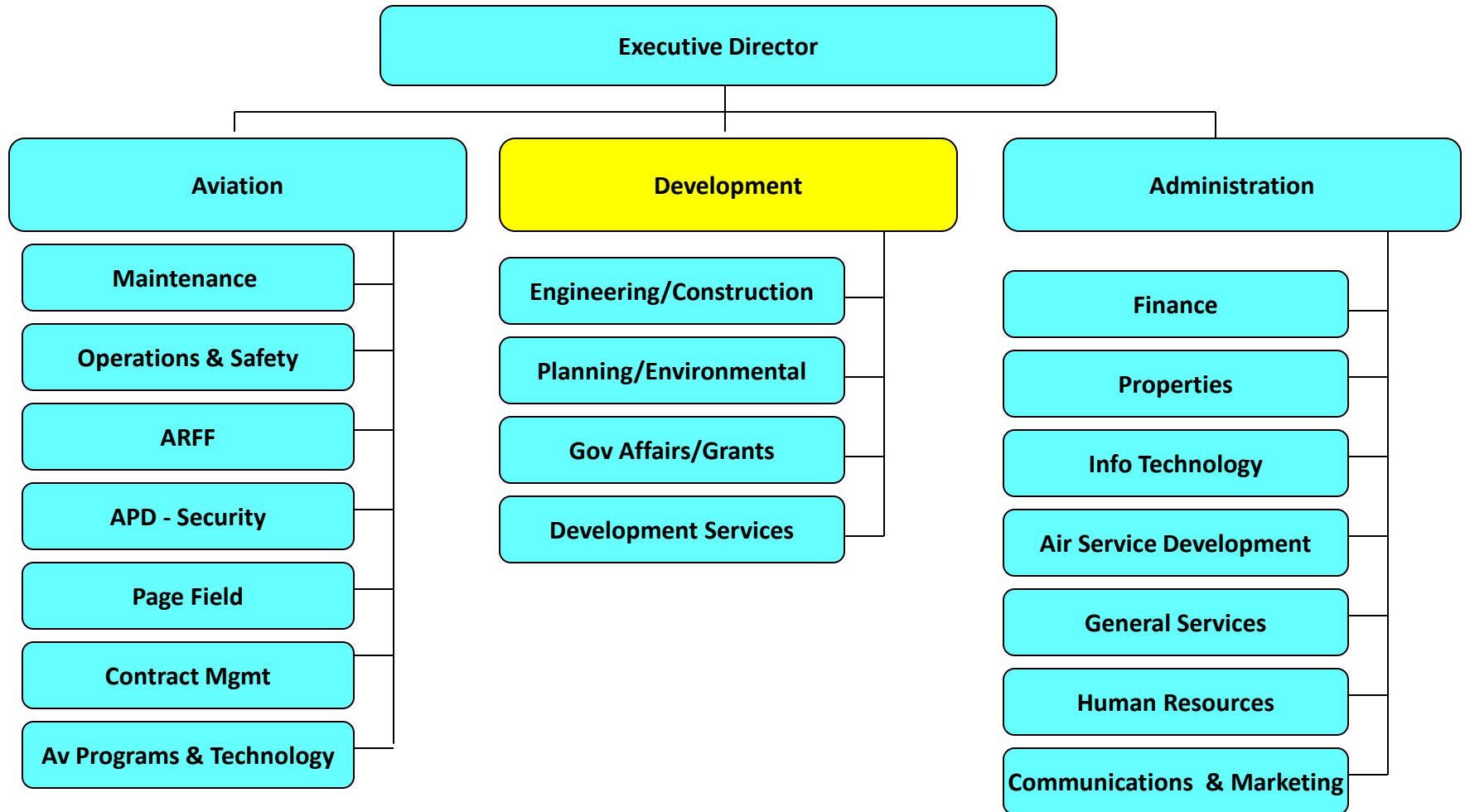
Page Field Airport



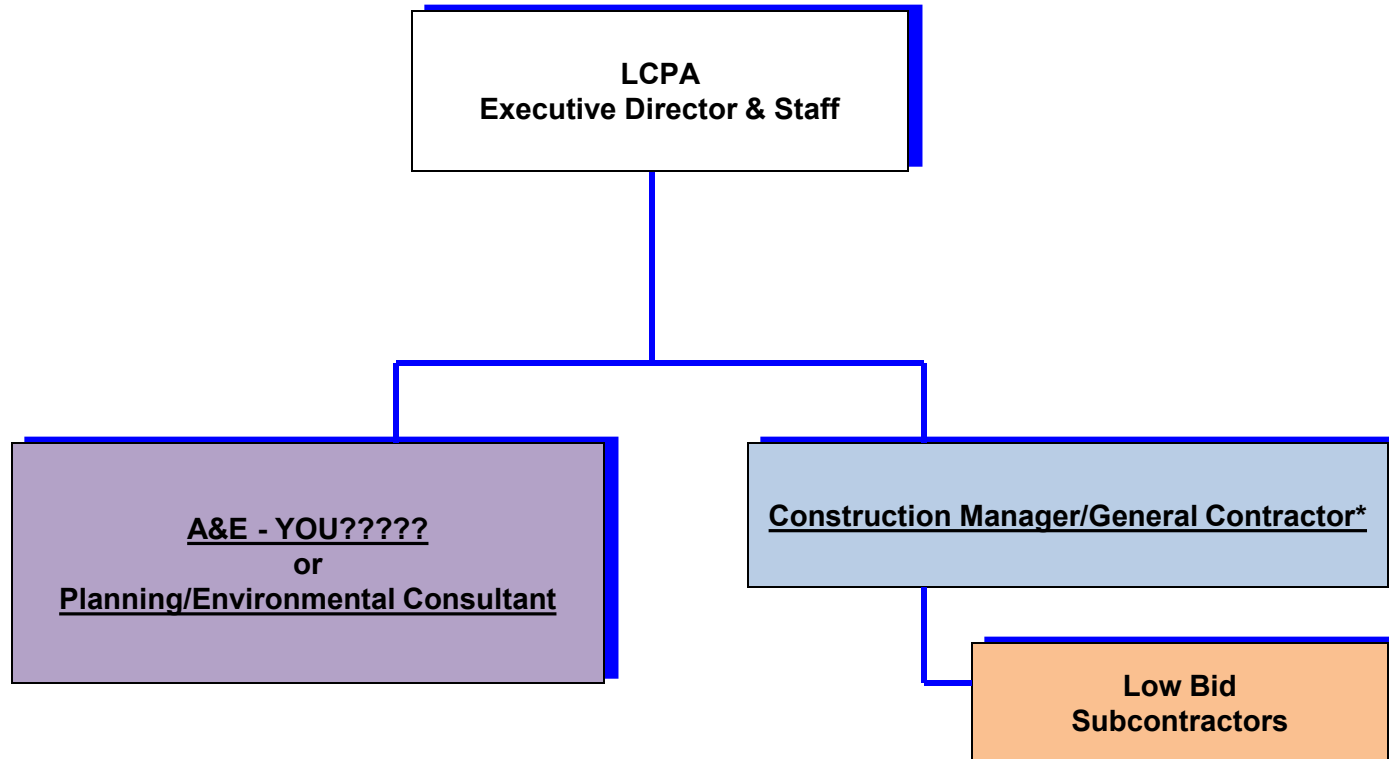
LEE COUNTY PORT AUTHORITY



LEE COUNTY PORT AUTHORITY AV4 Presentation



CONTRACT/PROJECTS ORGANIZATION



**(or Hard Bid Contractor)*

GENERAL CONSULTANT CONTRACTS

- Construction Manager/General Contractor (CM/GC)
 - DeAngelis Diamond, expires March 2020
 - Owen-Ames-Kimball Company, expires March 2020

- Architectural/Engineering
 - Atkins North America, expires June 2020
 - Kimley-Horn Assoc., expires June 2020

- Environmental/Planning
 - Johnson Engineering, expires January 2021
 - Passarella & Assoc., expires January 2021

SCOPE OF WORK

- Consultant serves as an extension of staff

- Multitude of Tasks/Projects for RSW and FMY whereby estimated construction costs are under \$2M.

- Larger projects ~ Separate LOQs/Solicitations
 - ~ Projects with Construction Costs Exceeding \$2M
 - or
 - ~ Study Activities exceeding a fee of \$200,000

SCOPE OF WORK

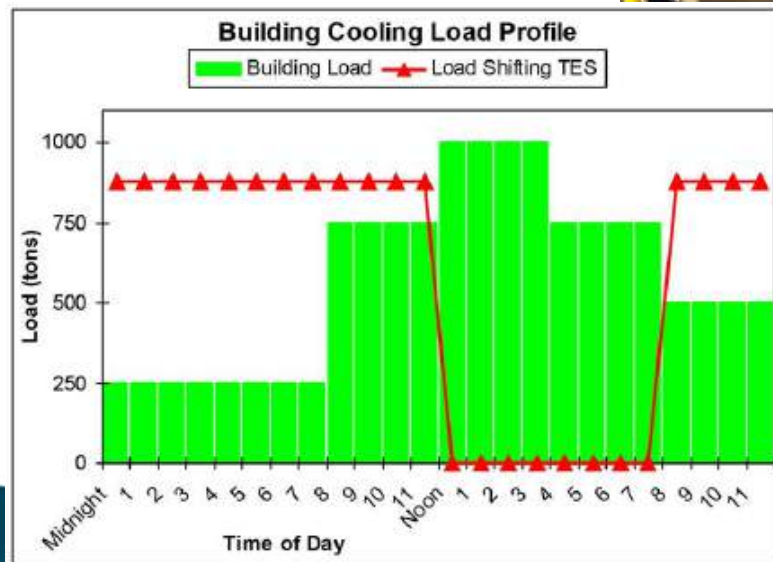
- Three (3) year contract with the top two (2) firms.
- Tasks/Projects funded with federal funding will be awarded to the top ranked firm.
- All other Tasks/Projects will be distributed as evenly as possible.
- If the LCPA requests the selected A/E to do preliminary work on projects valued over \$2M, the selected A/E will be ineligible to compete for related follow on work.

CURRENT CONTRACT TASKS & FEES *(approx. 2 ½ Years)*

- Total Assignments/Tasks (2) contracts = 57
- Total Contract Value (2) A&E firms = \$ 1,517,475
- Total fees to (2) A&E firms = \$ 813,358

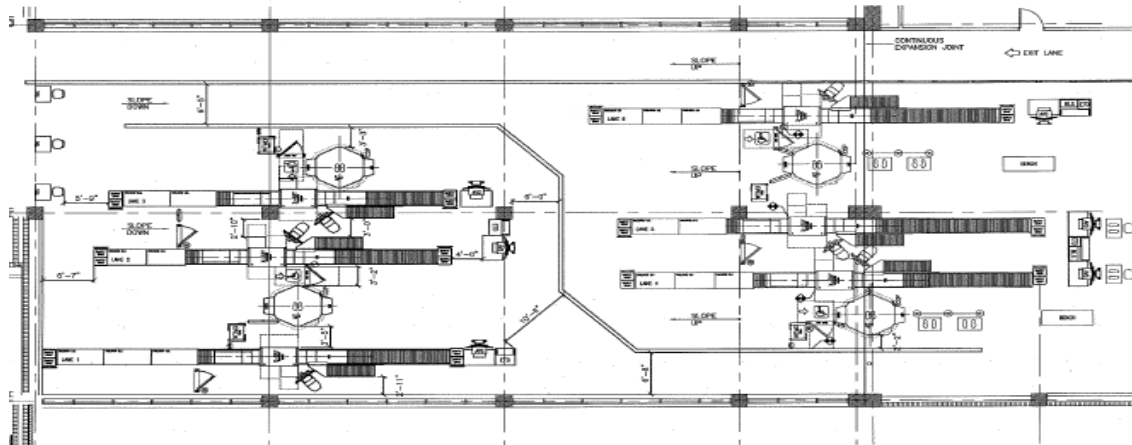
REPRESENTATIVE PROJECTS

- Terminal & Office Remodel/Renovation/Expansion
- Building Space Programming
- Building Stucco & Joint Repairs
- Energy Efficiency/Power Studies
- Building Restroom Assessments/Remodels
- Baggage Handling Assessments
- ADA Compliance Assessments
- GIS Studies



REPRESENTATIVE PROJECTS

- Seismic Vibration Monitoring
- Lightning Protection Design
- Building Structural Load Analysis
- Building Systems Analysis/Design
- Security Screening Enhancements
- Charging Stations & Other Electrical Improvements
- Water Intrusion Analysis/Roof Inspection



REPRESENTATIVE PROJECTS

- Terminal & Roadway signage
- Geotechnical Evaluation
- Runway Obstruction Studies
- Surface Water Management Analysis
- Storm Damage Assessment
- Obstruction Lighting Design
- Construction Administration Services
- Benefit Cost Analysis



EVALUATION CRITERIA

- Similar (& non-similar) project/contract experience
- Past record of performance on LCPA projects
- Responsiveness/knowledge of local conditions
- Demonstrated understanding of the project/contract
- Organizational structure for project/contract
- DBE/WMBE history performance/proposed approach
- Firm & Project Manager References
- Current workload with LCPA

LOQ SUBMITTAL SUGGESTIONS

- Streamlined submittal
- Focus on experience of PM and Firm
- PM needs to be available as needed
- No teaming or subconsultant information will be considered
- DBE & W/MBE experience & commitments



Good Luck!



Questions?



Thank You



FORM 3 - FIRM REFERENCE CHECK (Please Print Legibly)

FIRM REQUESTING REFERENCE	Section 1	<u>Firm Reference Information (To be filled out by LOQ Respondent)</u>	Please return completed form to:
	Firm Name:	AECOM Technical Services, Inc.	Purchasing Agent: <u>Lori DeLoach</u> Due Date: <u>November 18, 2019</u>
	Project/Contract Name:		Total # Pages: Phone: 239-590-4555 Email: LKDeLoach@FlyLCPA.Com
You or your firm has been requested to provide a reference for the firm and project listed above. Please complete Sections 2 and 3			
	Section 2	<u>Reference Information – (To be filled out by person providing reference)</u>	
	Name & Title:		
	Company:		
	Email:		
	Phone:		
	Section 3	***** FIRM REFERENCE QUESTIONS*****	
	1. What was your job title and role during the referenced project/contract?		
	2. Describe the services provided by the firm.		
	3. How responsive was the firm in providing necessary resources to the Project Manager?		
	4. How was the relationship between this firm and subconsultants and other project team members?		
	5. Was the project completed on time and under budget?		
	6. How quickly did the firm respond to questions from the Owner regarding the project?		
	7. In your opinion, what was a strength exhibited by the firm?		
	8. Was the firm proactive in resolving issues?		
	9. Was the firm accountable for project mistakes that were brought to their attention?		
	10. Would you hire this firm again?		
	11. Additional comments or feedback.		



FORM 2 – PROJECT MANAGER REFERENCE CHECK (Please Print Legibly)

PROJECT MANAGER REQUESTING REFERENCE	Section 1	<u>Project Manager Information (to be filled out by LOQ Respondent)</u>	Please return completed form to:
	Project Manager Name:		Purchasing Agent: <u>Lori DeLoach</u>
	Firm Name:		Due Date: <u>November 18, 2019</u>
	Project/Contract Name:		Total # Pages:
	Phone:		Phone: 239-590-4555 Email: LKDeLoach@FlyLCPA.Com
You or your firm has been provided as a reference for the Project Manager listed above. Please complete sections 2 and 3			
	Section 2	<u>Reference Information (To be filled out by person providing reference)</u>	
	Name of Person Providing Reference:		
	Firm Name:		
	Title:		
	Phone:		
	Section 3	***** PROJECT MANAGER REFERENCE QUESTIONS*****	
	1. What was your job title and role during the referenced project?		
	2. Describe the services provided by the Project Manager.		
	3. Was the Project Manager effective in leading the entire project team including sub consultants?		
	4. How responsive and responsible was the Project Manager on this project?		
	5. Was the project completed on time and under budget?		
	6. How quickly did the Project Manager respond to questions from the Owner regarding the project?		
	7. How was the relationship between the Project Manager and other members of the project team?		
	8. In your opinion, what was a strength exhibited by the Project Manager during this project?		
	9. Was the Project Manager proactive in resolving issues?		
	10. Would you hire this Project Manager again for one of your projects?		
	11. Additional comments or feedback.		



FORM 2 – PROJECT MANAGER REFERENCE CHECK (Please Print Legibly)

PROJECT MANAGER REQUESTING REFERENCE	Section 1	Project Manager Information (to be filled out by LOQ Respondent)	Please return completed form to:
	Project Manager Name:	Andrew Kacer, PE	Purchasing Agent: <u>Lori DeLoach</u>
	Firm Name:	AECOM Technical Services, Inc.	Due Date: <u>November 18, 2019</u>
	Project/Contract Name:	PBC Airport General Consulting (2014-2018)	Total # Pages:
	Phone:	813-636-2425	Phone: 239-590-4555 Email: LKDeLoach@FlyLCPA.Com

You or your firm has been provided as a reference for the Project Manager listed above. Please complete sections 2 and 3

Section 2	Reference Information (To be filled out by person providing reference)
Name of Person Providing Reference:	Gary M. Sypek
Firm Name:	Palm Beach County Department of Airports
Title:	Director of Airport Planning
Phone:	561-471-7474
Section 3	***** PROJECT MANAGER REFERENCE QUESTIONS*****
1. What was your job title and role during the referenced project?	
Director of Airport Planning/County rep/overall management of GC agreement	
2. Describe the services provided by the Project Manager.	
Overall PM for contract with County/liason with County rep	
3. Was the Project Manager effective in leading the entire project team including sub consultants?	
Yes	
4. How responsive and responsible was the Project Manager on this project?	
Very responsive	
5. Was the project completed on time and under budget?	
Yes	
6. How quickly did the Project Manager respond to questions from the Owner regarding the project?	
Within minutes/always available 24/7	
7. How was the relationship between the Project Manager and other members of the project team?	
Very good	
8. In your opinion, what was a strength exhibited by the Project Manager during this project?	
Great communicator	
9. Was the Project Manager proactive in resolving issues?	
Yes	
10. Would you hire this Project Manager again for one of your projects?	
Definitely	
11. Additional comments or feedback.	



FORM 3 - FIRM REFERENCE CHECK (Please Print Legibly)

FIRM REQUESTING REFERENCE	Section 1	Firm Reference Information (To be filled out by LOQ Respondent)	Please return completed form to:
	Firm Name:	Atkins North America, Inc.	Purchasing Agent: <u>Lori DeLoach</u> Due Date: <u>November 18, 2019</u>
	Project/Contract Name:	PNS GEC Services, Pensacola, FL	Total # Pages: Phone: 239-590-4555 Email: <u>LKDeLoach@FlyLCPA.Com</u>
You or your firm has been requested to provide a reference for the firm and project listed above. Please complete Sections 2 and 3			
	Section 2	Reference Information – (To be filled out by person providing reference)	
	Name & Title:	Daniel E. Flynn, Airport Director	
	Company:	Pensacola International Airport	
	Email:	dflynn@cityofpensacola.com	
	Phone:	Office: 850.436.5000 Cell: 850.380.9046	
	Section 3	***** FIRM REFERENCE QUESTIONS*****	
		1. What was your job title and role during the referenced project/contract?	
		Airport Director responsible for all aspects of the facility.	
		2. Describe the services provided by the firm.	
		Firm is one of three on-call engineering firms. Did pavement rehab design, stormwater, and other work.	
		3. How responsive was the firm in providing necessary resources to the Project Manager?	
		Firm was extremely responsive.	
		4. How was the relationship between this firm and subconsultants and other project team members?	
		Was very much a cooperative, collaborative relationship.	
		5. Was the project completed on time and under budget?	
		Projects were completed on time and within budget.	
		6. How quickly did the firm respond to questions from the Owner regarding the project?	
		Firm responded immediately.	
		7. In your opinion, what was a strength exhibited by the firm?	
		Their willingness to listen to the needs of the client, and approach items collaboratively.	
		8. Was the firm proactive in resolving issues?	
		Very much so.	
		9. Was the firm accountable for project mistakes that were brought to their attention?	
		Very few mistakes, but they did take responsibility.	
		10. Would you hire this firm again?	
		I'm using them now, and continue to be very pleased with their work.	
		11. Additional comments or feedback.	



FORM 2 – PROJECT MANAGER REFERENCE CHECK (Please Print Legibly)

PROJECT MANAGER REQUESTING REFERENCE	Section 1	Project Manager Information (to be filled out by LOQ Respondent)	Please return completed form to:
	Project Manager Name:	Kevin McCauley, PE	Purchasing Agent: <u>Lori DeLoach</u>
	Firm Name:	Atkins North America, Inc.	Due Date: <u>November 18, 2019</u>
	Project/Contract Name:	Collier County Architectural and Engineering Professional Services, Collier County , FL	Total # Pages:
	Phone:	954.903.3605	Phone: 239-590-4555 Email: LKDeLoach@FlyLCPA.Com

You or your firm has been provided as a reference for the Project Manager listed above. Please complete sections 2 and 3

Section 2	Reference Information (To be filled out by person providing reference)
Name of Person Providing Reference:	Justin E. Lobb, CPM, ACE
Firm Name:	Collier County Airport Authority
Title:	Airports Manager
Phone:	239.642.7878
Section 3	***** PROJECT MANAGER REFERENCE QUESTIONS*****
1. What was your job title and role during the referenced project?	
Airport/Project Manager	
2. Describe the services provided by the Project Manager.	
Various GEC/On-Call services, including Airport Layout Plan Update	
3. Was the Project Manager effective in leading the entire project team including sub consultants?	
Yes	
4. How responsive and responsible was the Project Manager on this project?	
Very responsive	
5. Was the project completed on time and under budget?	
Yes	
6. How quickly did the Project Manager respond to questions from the Owner regarding the project?	
Within 8 business hours	
7. How was the relationship between the Project Manager and other members of the project team?	
Effective, professional	
8. In your opinion, what was a strength exhibited by the Project Manager during this project?	
Organizational skills, ability to lead/direct project tasks	
9. Was the Project Manager proactive in resolving issues?	
Yes	
10. Would you hire this Project Manager again for one of your projects?	
Yes	
11. Additional comments or feedback.	



FORM 2 – PROJECT MANAGER REFERENCE CHECK (Please Print Legibly)

PROJECT MANAGER REQUESTING REFERENCE	Section 1	Project Manager Information (to be filled out by LOQ Respondent)	Please return completed form to:
	Project Manager Name:	Kevin McCauley, PE	Purchasing Agent: <u>Lori DeLoach</u>
	Firm Name:	Atkins North America, Inc.	Due Date: <u>November 18, 2019</u>
	Project/Contract Name:	SEF On-Call Engineering Contract	Total # Pages:
	Phone:	954.903.3605	Phone: 239-590-4555 Email: LKDeLoach@FlyLCPA.Com

You or your firm has been provided as a reference for the Project Manager listed above. Please complete sections 2 and 3

Section 2	Reference Information (To be filled out by person providing reference)
Name of Person Providing Reference:	Mike Willingham
Firm Name:	Sebring Airport Authority
Title:	Executive Airport Director
Phone:	863.314.1300 Ext.1300
Section 3	***** PROJECT MANAGER REFERENCE QUESTIONS*****
1. What was your job title and role during the referenced project?	
I'm the Executive Director of the Airport. Over see all aspects of the Airport and it's projects	
2. Describe the services provided by the Project Manager.	
All types of engineering services,	
3. Was the Project Manager effective in leading the entire project team including sub consultants?	
Yes	
4. How responsive and responsible was the Project Manager on this project?	
Very responsive	
5. Was the project completed on time and under budget?	
Yes	
6. How quickly did the Project Manager respond to questions from the Owner regarding the project?	
Usually within the hour	
7. How was the relationship between the Project Manager and other members of the project team?	
Excellent	
8. In your opinion, what was a strength exhibited by the Project Manager during this project?	
Extremley competent	
9. Was the Project Manager proactive in resolving issues?	
Yes	
10. Would you hire this Project Manager again for one of your projects?	
Of course	
11. Additional comments or feedback.	
Kevin and his team are very attentive and knowledgeable	



FORM 3 - FIRM REFERENCE CHECK (Please Print Legibly)

FIRM REQUESTING REFERENCE	Section 1	<u>Firm Reference Information (To be filled out by LOQ Respondent)</u>	Please return completed form to:
	Firm Name:	Burns & McDonnell Engineering	Purchasing Agent: <u>Lori DeLoach</u> Due Date: <u>November 18, 2019</u>
	Project/Contract Name:	American Airlines Rebranding & NextGen Technology Rollout	Total # Pages: Phone: 239-590-4555 Email: <u>LKDeLoach@FlyLCPA.Com</u>
You or your firm has been requested to provide a reference for the firm and project listed above. Please complete Sections 2 and 3			
	Section 2	<u>Reference Information – (To be filled out by person providing reference)</u>	
	Name & Title:	Katherine Goudreau, Managing Director, CRE	
	Company:	American Airlines	
	Email:	katherine.goudreau@aa.com	
	Phone:	682-278-3604	
	Section 3	***** FIRM REFERENCE QUESTIONS*****	
		1. What was your job title and role during the referenced project/contract?	
		Managing Director, CRE	
		2. Describe the services provided by the firm.	
		Program Management including design and construction management	
		3. How responsive was the firm in providing necessary resources to the Project Manager?	
		Very responsive	
		4. How was the relationship between this firm and subconsultants and other project team members?	
		Very professional and amicable.	
		5. Was the project completed on time and under budget?	
		Yes	
		6. How quickly did the firm respond to questions from the Owner regarding the project?	
		Responses were always timely.	
		7. In your opinion, what was a strength exhibited by the firm?	
		Breadth and depth of services and ability to respond quickly to changing needs of the owner.	
		8. Was the firm proactive in resolving issues?	
		Yes	
		9. Was the firm accountable for project mistakes that were brought to their attention?	
		Yes	
		10. Would you hire this firm again?	
		Yes	
		11. Additional comments or feedback.	



FORM 2 – PROJECT MANAGER REFERENCE CHECK (Please Print Legibly)

PROJECT MANAGER REQUESTING REFERENCE	Section 1	Project Manager Information (to be filled out by LOQ Respondent)	Please return completed form to:
	Project Manager Name:	Stacy L. R. Jansen	Purchasing Agent: <u>Lori DeLoach</u>
	Firm Name:	Burns & McDonnell Engineering	Due Date: <u>November 18, 2019</u>
	Project/Contract Name:	American Airlines Rebranding & NextGen Technology Rollout	Total # Pages:
	Phone:	407.758.5061	Phone: 239-590-4555 Email: LKDeLoach@FlyLCPA.Com

You or your firm has been provided as a reference for the Project Manager listed above. Please complete sections 2 and 3

Section 2	Reference Information (To be filled out by person providing reference)
Name of Person Providing Reference:	Katherine Goudreau
Firm Name:	American Airlines
Title:	Managing Director, CRE
Phone:	682-278-3604

Section 3 *** PROJECT MANAGER REFERENCE QUESTIONS*******

- 1. What was your job title and role during the referenced project?**
 Managing Director, CRE
- 2. Describe the services provided by the Project Manager.**
 Project Manager for various stations for the Rebrand program
- 3. Was the Project Manager effective in leading the entire project team including sub consultants?**
 Yes
- 4. How responsive and responsible was the Project Manager on this project?**
 Very responsive
- 5. Was the project completed on time and under budget?**
 Yes
- 6. How quickly did the Project Manager respond to questions from the Owner regarding the project?**
 Stacy was always very prompt with her responses.
- 7. How was the relationship between the Project Manager and other members of the project team?**
 Very professional and amicable.
- 8. In your opinion, what was a strength exhibited by the Project Manager during this project?**
 Stacy was very organized and reliable. She was always responsive and ensured her stations were completed on time.
- 9. Was the Project Manager proactive in resolving issues?**
 Yes
- 10. Would you hire this Project Manager again for one of your projects?**
 Yes
- 11. Additional comments or feedback.**



FORM 2 – PROJECT MANAGER REFERENCE CHECK (Please Print Legibly)

PROJECT MANAGER REQUESTING REFERENCE	Section 1	Project Manager Information (to be filled out by LOQ Respondent)	Please return completed form to:
	Project Manager Name:	Stacy L. R. Jansen	Purchasing Agent: <u>Lori DeLoach</u>
	Firm Name:	Burns & McDonnell Engineering	Due Date: <u>November 18, 2019</u>
	Project/Contract Name:	TPA Fuel Farm Modifications	Total # Pages:
	Phone:	407.758.5061	Phone: 239-590-4555 Email: <u>LKDeLoach@FlyLCPA.Com</u>

You or your firm has been provided as a reference for the Project Manager listed above. Please complete sections 2 and 3

Section 2	Reference Information (To be filled out by person providing reference)
Name of Person Providing Reference:	<u>Jim Stevenson</u>
Firm Name:	<u>Menzies Aviation</u>
Title:	<u>Asset Integrity Manager</u>
Phone:	<u>214-497-9114</u>
Section 3	***** PROJECT MANAGER REFERENCE QUESTIONS*****
1. What was your job title and role during the referenced project? <u>I was Regional Manager of Fuel Operations for Southwest Airlines - TPA was my responsibility</u>	
2. Describe the services provided by the Project Manager. <u>She represented airline fuel consortium during design & construction - overseeing these functions</u>	
3. Was the Project Manager effective in leading the entire project team including sub consultants? <u>Yes, Stacy was respected and willing to speak up & provide solutions</u>	
4. How responsive and responsible was the Project Manager on this project? <u>Very much so, she answered me quickly & thoroughly and kept a good eye on the budget</u>	
5. Was the project completed on time and under budget? <u>We were on budget but a computer software company caused delays</u>	
6. How quickly did the Project Manager respond to questions from the Owner regarding the project? <u>I was the owner in my role as Chairman of the airline fuel consortium. - <u>Quickly</u></u>	
7. How was the relationship between the Project Manager and other members of the project team? <u>Very good relationship</u>	
8. In your opinion, what was a strength exhibited by the Project Manager during this project? <u>Stacy is a very bright and level-headed engineer</u>	
9. Was the Project Manager proactive in resolving issues? <u>Yes, she alerted me several times to potential problems</u>	
10. Would you hire this Project Manager again for one of your projects? <u>Yes - without any reservations - <u>Definitely</u></u>	
11. Additional comments or feedback. <u>I enjoyed working with Stacy as she was professional & likeable!</u>	



FORM 2 - PROJECT MANAGER REFERENCE CHECK (Please Print Legibly)

PROJECT MANAGER REQUESTING REFERENCE	Section 1	Project Manager Information (to be filled out by LOQ Respondent)	Please return completed form to:
	Project Manager Name:	Scott Brady, P.E.	Purchasing Agent: <u>Lori DeLoach</u>
	Firm Name:	EG Solutions, Inc	Due Date: <u>November 18, 2019</u>
	Project/Contract Name:	General Aviation Terminal and Hangar F	Total # Pages:
	Phone:	941-567-1622	Phone: 239-590-4555 Email: <u>LKDeLoach@FlyLCPA.Com</u>

You or your firm has been provided as a reference for the Project Manager listed above. Please complete sections 2 and 3

Section 2	Reference Information (To be filled out by person providing reference)
Name of Person Providing Reference:	<u>MR. STEPHEN BOROWSKI</u>
Firm Name:	<u>BREVARD COUNTY VALKARIA AIRPORT</u>
Title:	<u>AIRPORT DIRECTOR</u>
Phone:	<u>(321)952-4590</u>

Section 3 ***** PROJECT MANAGER REFERENCE QUESTIONS*****

1. What was your job title and role during the referenced project?
AIRPORT DIRECTOR & PROGRAM MANAGER
2. Describe the services provided by the Project Manager.
ALL DESIGN WORK & CONSTRUCTION / ENGINEER OF RECORD
3. Was the Project Manager effective in leading the entire project team including sub consultants?
YES
4. How responsive and responsible was the Project Manager on this project?
EXCELLENT - ALL ISSUES WERE HANDLED WELL.
5. Was the project completed on time and under budget?
YES
6. How quickly did the Project Manager respond to questions from the Owner regarding the project?
IMMEDIATE
7. How was the relationship between the Project Manager and other members of the project team?
EXCELLENT, VERY PROFESSIONAL
8. In your opinion, what was a strength exhibited by the Project Manager during this project?
KNOWLEDGE OF FAA & FDOT REQUIREMENTS - ALL TECHNICAL
9. Was the Project Manager proactive in resolving issues?
YES - HE MADE THE PROJECT WORK!
10. Would you hire this Project Manager again for one of your projects?
YES!
11. Additional comments or feedback.
MR. BRADY IS BY FAR THE MOST KNOWLEDGEABLE PE I HAVE WORKED WITH IN MY 40 PLUS YEARS MANAGING PROJECTS.



FORM 2 – PROJECT MANAGER REFERENCE CHECK (Please Print Legibly)

PROJECT MANAGER REQUESTING REFERENCE	Section 1	Project Manager Information (to be filled out by LOQ Respondent)	Please return completed form to:
	Project Manager Name:	Scott Brady, P.E.	Purchasing Agent: <u>Lori DeLoach</u>
	Firm Name:	EG Solutions, Inc	Due Date: <u>November 18, 2019</u>
	Project/Contract Name:	Taxiway A Extension and Water Management System Improvement, Planning Design and Construction	Total # Pages:
	Phone:	941-567-1622	Phone: 239-590-4555 Email: LKDeLoach@FlyLCPA.Com

You or your firm has been provided as a reference for the Project Manager listed above. Please complete sections 2 and 3

Section 2	Reference Information (To be filled out by person providing reference)
Name of Person Providing Reference:	Kerry Keith
Firm Name:	Naples Airport Authority
Title:	Sr. Director of Airport Development and Facilities
Phone:	239-643-1827
Section 3	***** PROJECT MANAGER REFERENCE QUESTIONS*****
1. What was your job title and role during the referenced project?	
Sr. Director of Airport Development and Facilities	
2. Describe the services provided by the Project Manager.	
Lead for project design, project management and RPR supervision	
3. Was the Project Manager effective in leading the entire project team including sub consultants?	
Yes, effective working with sub-consultants and project contractor	
4. How responsive and responsible was the Project Manager on this project?	
Always available with a solution	
5. Was the project completed on time and under budget?	
Yes	
6. How quickly did the Project Manager respond to questions from the Owner regarding the project?	
Mr. Brady was always available , willing and able to adjust on a difficult and unique project	
7. How was the relationship between the Project Manager and other members of the project team?	
Excellent, as a group they have worked on multiple additional projects at the airport	
8. In your opinion, what was a strength exhibited by the Project Manager during this project?	
Project and subject matter knowledge, none better	
9. Was the Project Manager proactive in resolving issues?	
Yes, options were offered quickly	
10. Would you hire this Project Manager again for one of your projects?	
Yes, already hired for several additional projects and currently our on-call consultant	
11. Additional comments or feedback.	
Always a pleasure to work with a professional of Mr. Brady's caliber.	



FORM 3 - FIRM REFERENCE CHECK (Please Print Legibly)

FIRM REQUESTING REFERENCE	Section 1	Firm Reference Information (To be filled out by LOQ Respondent)	Please return completed form to:
	Firm Name:	HighSpans Engineering, Inc.	Purchasing Agent: Lori DeLoach Due Date: November 18, 2019
	Project/Contract Name:	Fort Myers Country Club Bridge Repairs City of Fort Myers	Total # Pages: Phone: 239-590-4555 Email: LKDeLoach@FlyLCPA.Com
You or your firm has been requested to provide a reference for the firm and project listed above. Please complete Sections 2 and 3			
	Section 2	Reference Information – (To be filled out by person providing reference)	
	Name & Title:	Elaine Capps, PE Senior Project Manager	
	Company:	Lee County Facilities Construction and Management	
	Email:	ecapps@leegov.com	
	Phone:	239-533-8518	
	Section 3	***** FIRM REFERENCE QUESTIONS*****	
		1. What was your job title and role during the referenced project/contract?	
		Project Manager	
		2. Describe the services provided by the firm.	
		Professional design services for removing an existing bridge and replacing with a new bridge in an alternate location.	
		3. How responsive was the firm in providing necessary resources to the Project Manager?	
		HighSpans was responsive to design parameter changes due to changes in site conditions.	
		4. How was the relationship between this firm and subconsultants and other project team members?	
		HighSpans worked as a team player and provided structural expertise when needed.	
		5. Was the project completed on time and under budget?	
		The project was completed within budget and additional time was add to the contract for unforeseen site conditions.	
		6. How quickly did the firm respond to questions from the Owner regarding the project?	
		HighSpans is very responsive to Owner initiated questions and/or issues.	
		7. In your opinion, what was a strength exhibited by the firm?	
		Structurally competent firm and responsive, professional staff.	
		8. Was the firm proactive in resolving issues?	
		Yes, HighSpans is proactive and thorough in resolving issues.	
		9. Was the firm accountable for project mistakes that were brought to their attention?	
		Yes, HighSpans was responsive to issues brought to their attention.	
		10. Would you hire this firm again?	
		I would hire this firm again. I am currently working on (3) projects with HighSpans.	
		11. Additional comments or feedback.	



FORM 2 – PROJECT MANAGER REFERENCE CHECK (Please Print Legibly)

PROJECT MANAGER REQUESTING REFERENCE	Section 1	Project Manager Information (to be filled out by LOQ Respondent)	Please return completed form to:
	Project Manager Name:		Purchasing Agent: <u>Lori DeLoach</u>
	Firm Name:	HighSpans Engineering, Inc.	Due Date: <u>November 18, 2019</u>
	Project/Contract Name:	Vanderbilt Lagoon Stormwater and Seawall Repair	Total # Pages:
	Phone:	239-433-3000	Phone: 239-590-4555 Email: LKDeLoach@FlyLCPA.Com

You or your firm has been provided as a reference for the Project Manager listed above. Please complete sections 2 and 3

Section 2	Reference Information (To be filled out by person providing reference)
Name of Person Providing Reference:	
Firm Name:	
Title:	
Phone:	
Section 3	***** PROJECT MANAGER REFERENCE QUESTIONS*****
1. What was your job title and role during the referenced project?	
2. Describe the services provided by the Project Manager.	
3. Was the Project Manager effective in leading the entire project team including sub consultants?	
4. How responsive and responsible was the Project Manager on this project?	
5. Was the project completed on time and under budget?	
6. How quickly did the Project Manager respond to questions from the Owner regarding the project?	
7. How was the relationship between the Project Manager and other members of the project team?	
8. In your opinion, what was a strength exhibited by the Project Manager during this project?	
9. Was the Project Manager proactive in resolving issues?	
10. Would you hire this Project Manager again for one of your projects?	
11. Additional comments or feedback.	



FORM 2 – PROJECT MANAGER REFERENCE CHECK (Please Print Legibly)

PROJECT MANAGER REQUESTING REFERENCE	Section 1	Project Manager Information (to be filled out by LOQ Respondent)	Please return completed form to:
	Project Manager Name:		Purchasing Agent: <u>Lori DeLoach</u>
	Firm Name:	HighSpans Engineering, Inc.	Due Date: <u>November 18, 2019</u>
	Project/Contract Name:	Burnt Store Road Widening	Total # Pages:
	Phone:	239-433-3000	Phone: 239-590-4555 Email: LKDeLoach@FlyLCPA.Com

You or your firm has been provided as a reference for the Project Manager listed above. Please complete sections 2 and 3

Section 2	Reference Information (To be filled out by person providing reference)
Name of Person Providing Reference:	
Firm Name:	
Title:	
Phone:	
Section 3	***** PROJECT MANAGER REFERENCE QUESTIONS*****
1. What was your job title and role during the referenced project?	
2. Describe the services provided by the Project Manager.	
3. Was the Project Manager effective in leading the entire project team including sub consultants?	
4. How responsive and responsible was the Project Manager on this project?	
5. Was the project completed on time and under budget?	
6. How quickly did the Project Manager respond to questions from the Owner regarding the project?	
7. How was the relationship between the Project Manager and other members of the project team?	
8. In your opinion, what was a strength exhibited by the Project Manager during this project?	
9. Was the Project Manager proactive in resolving issues?	
10. Would you hire this Project Manager again for one of your projects?	
11. Additional comments or feedback.	



FORM 2 – PROJECT MANAGER REFERENCE CHECK (Please Print Legibly)

PROJECT MANAGER REQUESTING REFERENCE	Section 1	Project Manager Information (to be filled out by LOQ Respondent)	Please return completed form to:
	Project Manager Name:	Timothy J. Parker, P.E., C.M.	Purchasing Agent: <u>Lori DeLoach</u>
	Firm Name:	Hole Montes, Inc.	Due Date: <u>November 18, 2019</u>
	Project/Contract Name:	Taxiway B Rehabilitation Immokalee Regional Airport	Total # Pages:
	Phone:	239.985.1200	Phone: 239-590-4555 Email: LKDeLoach@FlyLCPA.Com

You or your firm has been provided as a reference for the Project Manager listed above. Please complete sections 2 and 3

Section 2	Reference Information (To be filled out by person providing reference)
Name of Person Providing Reference:	Justin Lobb, ACE
Firm Name:	Collier County Airport Authority
Title:	Airports Manager
Phone:	239.642.7878
Section 3	***** PROJECT MANAGER REFERENCE QUESTIONS*****
1. What was your job title and role during the referenced project?	
Airport/Project Manager	
2. Describe the services provided by the Project Manager.	
Design, bidding and CEI for Taxiway B Rehabilitation	
3. Was the Project Manager effective in leading the entire project team including sub consultants?	
Yes	
4. How responsive and responsible was the Project Manager on this project?	
Very responsive/responsible	
5. Was the project completed on time and under budget?	
Yes, ahead of schedule and under budget	
6. How quickly did the Project Manager respond to questions from the Owner regarding the project?	
Usually immediately, if not within 8 business hours	
7. How was the relationship between the Project Manager and other members of the project team?	
Excellent	
8. In your opinion, what was a strength exhibited by the Project Manager during this project?	
Extensive knowledge and experience in airport civil engineering	
9. Was the Project Manager proactive in resolving issues?	
Yes	
10. Would you hire this Project Manager again for one of your projects?	
Yes and we have.	
11. Additional comments or feedback.	
Greatly enjoy working with Mr. Parker--he is results-oriented and keenly understands our requirements.	



FORM 3 - FIRM REFERENCE CHECK (Please Print Legibly)

FIRM REQUESTING REFERENCE	Section 1	<u>Firm Reference Information (To be filled out by LOQ Respondent)</u>	Please return completed form to:
	Firm Name:	Hole Montes, Inc.	Purchasing Agent: <u>Lori DeLoach</u> Due Date: <u>November 18, 2019</u>
	Project/Contract Name:	Gartner Skyplex	Total # Pages: Phone: 239-590-4555 Email: LKDeLoach@FlyLCPA.Com
You or your firm has been requested to provide a reference for the firm and project listed above. Please complete Sections 2 and 3			
	Section 2	<u>Reference Information – (To be filled out by person providing reference)</u>	
	Name & Title:	Rees Waite, Principal	
	Company:	TPA Group	
	Email:	rwaite@tpa-grp.com	
	Phone:	404.538.1223	
	Section 3	***** FIRM REFERENCE QUESTIONS*****	
	1. What was your job title and role during the referenced project/contract?		
	Owner - Developer		
	2. Describe the services provided by the firm.		
	Complete Civil Engineering services including preliminary, design, and construction phases		
	3. How responsive was the firm in providing necessary resources to the Project Manager?		
	Very responsive. Communicated well.		
	4. How was the relationship between this firm and subconsultants and other project team members?		
	Managed other subconsultants well. Definitely a team leader.		
	5. Was the project completed on time and under budget?		
	Yes on time / in budget.		
	6. How quickly did the firm respond to questions from the Owner regarding the project?		
	Prompt responses and timely issue of documents.		
	7. In your opinion, what was a strength exhibited by the firm?		
	Understood the owners requirements.		
	8. Was the firm proactive in resolving issues?		
	Very much so.		
	9. Was the firm accountable for project mistakes that were brought to their attention?		
	There were no mistakes noted on the Civil design for the project. The firm was helpful and proactive when changes were requested.		
	10. Would you hire this firm again?		
	Yes		
	11. Additional comments or feedback.		
	Very attentive design team. We will engage their services again soon.		



FORM 2 – PROJECT MANAGER REFERENCE CHECK (Please Print Legibly)

PROJECT MANAGER REQUESTING REFERENCE	Section 1	Project Manager Information (to be filled out by LOQ Respondent)	Please return completed form to:
	Project Manager Name:	Timothy J. Parker, P.E., C.M.	Purchasing Agent: <u>Lori DeLoach</u>
	Firm Name:	Hole Montes, Inc.	Due Date: <u>November 18, 2019</u>
	Project/Contract Name:	Hangars, Taxiway C, R/W 9-27 Valkaria Airport	Total # Pages:
	Phone:	239.985.1200	Phone: 239-590-4555 Email: LKDeLoach@FlyLCPA.Com

You or your firm has been provided as a reference for the Project Manager listed above. Please complete sections 2 and 3

Section 2	Reference Information (To be filled out by person providing reference)
Name of Person Providing Reference:	Adam Hied
Firm Name:	Okeechobee County Airport & Industrial Park
Title:	Manager
Phone:	863.467.5505
Section 3	***** PROJECT MANAGER REFERENCE QUESTIONS*****
1. What was your job title and role during the referenced project?	
Assistant Airport manager. Project Management.	
2. Describe the services provided by the Project Manager.	
Design and construction phase engineering services	
3. Was the Project Manager effective in leading the entire project team including sub consultants?	
Yes	
4. How responsive and responsible was the Project Manager on this project?	
Yes. Very Responsive and responsible.	
5. Was the project completed on time and under budget?	
All projects were completed on time and under budget even with owner driven change orders	
6. How quickly did the Project Manager respond to questions from the Owner regarding the project?	
Generally immediately, and never more than 2 hours	
7. How was the relationship between the Project Manager and other members of the project team?	
exceptional	
8. In your opinion, what was a strength exhibited by the Project Manager during this project?	
Tim Parker exhibits a high level of professional integrity .	
9. Was the Project Manager proactive in resolving issues?	
yes	
10. Would you hire this Project Manager again for one of your projects?	
Absolutely	
11. Additional comments or feedback.	
I have enjoyed working with Mr. Parker over the years - his standards and creativity make him one of the best.	



FORM 3 - FIRM REFERENCE CHECK (Please Print Legibly)

FIRM REQUESTING REFERENCE	Section 1	<u>Firm Reference Information (To be filled out by LOQ Respondent)</u>	Please return completed form to:
	Firm Name:	Kimley-Horn and Associates, Inc.	Purchasing Agent: <u>Lori DeLoach</u> Due Date: <u>November 18, 2019</u>
	Project/Contract Name:	Rehabilitation of North Airfield Pavement (Runway10L-28R) and EMAS Beds at Fort Lauderdale-Hollywood International Airport	Total # Pages: Phone: 239-590-4555 Email: LKDeLoach@FlyLCPA.Com
You or your firm has been requested to provide a reference for the firm and project listed above. Please complete Sections 2 and 3			
	Section 2	<u>Reference Information – (To be filled out by person providing reference)</u>	
	Name & Title:	Gasser Douge, P.E., C.M. Engineering Unit Supervisor and Project Manager	
	Company:	Broward County Aviation Department - Airport Development/CIP Fort Lauderdale-Hollywood International Airport	
	Email:	gdouge@broward.org	
	Phone:	(954) 359-6793	
	Section 3	***** FIRM REFERENCE QUESTIONS*****	
		1. What was your job title and role during the referenced project/contract?	
		BCAD Project manager for the N. Airfield Rehab, responsible for project from design through construction	
		2. Describe the services provided by the firm.	
		Pavement design, development of plans and cost estimates, construction phase services	
		3. How responsive was the firm in providing necessary resources to the Project Manager?	
		PM is well supported by competent project engineers including Julia Focaracci and effective subconsultants	
		4. How was the relationship between this firm and subconsultants and other project team members?	
		Good working relationships and communication among team members, maintained professionalism	
		5. Was the project completed on time and under budget?	
		Design completed on time and within budget. Construction is meeting milestones with some change orders.	
		6. How quickly did the firm respond to questions from the Owner regarding the project?	
		Very responsive and timely. During construction, daily communication and meetings are common.	
		7. In your opinion, what was a strength exhibited by the firm?	
		Understanding BCAD's goals and working together to meet deadlines while ensuring a quality product	
		8. Was the firm proactive in resolving issues?	
		Yes, consistently works to be proactive rather than reactive	
		9. Was the firm accountable for project mistakes that were brought to their attention?	
		Yes, took ownership of mistakes and worked to correct them in a timely manner	
		10. Would you hire this firm again?	
		Yes	
		11. Additional comments or feedback.	
		I would recommend Kimley-Horn to other airports	



FORM 2 - PROJECT MANAGER REFERENCE CHECK (Please Print Legibly)

PROJECT MANAGER REQUESTING REFERENCE	Section 1	Project Manager Information (to be filled out by LOQ Respondent)	Please return completed form to:
	Project Manager Name:	Julia Focaracci, P.E.	Purchasing Agent: <u>Lori DeLoach</u>
	Firm Name:	Kimley-Horn and Associates, Inc.	Due Date: <u>November 18, 2019</u>
	Project/Contract Name:	Fort Lauderdale-Hollywood International Airport Terminal 4 Federal Inspection Services Expansion	Total # Pages: Phone: 239-590-4555 Email: <u>LKDeLoach@FlyLCPA.Com</u>
	Phone:	(954) 535-5110	

You or your firm has been provided as a reference for the Project Manager listed above. Please complete sections 2 and 3

Section 2	Reference Information (To be filled out by person providing reference)
Name of Person Providing Reference:	PAUL PANNIER, FL REG ARCHITECT.
Firm Name:	ACA ASSOCIATES INC.
Title:	ASSOCIATE PRINCIPLE / SR PROJECT MGR.
Phone:	954-484-4000

Section 3 *** PROJECT MANAGER REFERENCE QUESTIONS*******

- What was your job title and role during the referenced project? SR PROJECT MGR FOR ARCH. OF RECORD - \$100 million BHS HALL + FIS FACILITY
- Describe the services provided by the Project Manager. SHE IS PROJECT MANAGER FOR CIVIL ENG. SUBCONSULTANT - DESIGN AND PERMIT. ADMIN. LEADER
- Was the Project Manager effective in leading the entire project team including sub consultants? YES - PM COORD. WITH VARIOUS ARCH ENGR, ELEC & PLUMB.
- How responsive and responsible was the Project Manager on this project? PM WAS TIMELY IN RESPONSE TO DESIGN TEAM COORD, PERMITTING AND CA
- Was the project completed on time and under budget? THE CIVIL COMPONENTS WERE DONE ON BUDGET & TIME. SHELL AND BUILD OUT ARE ONGOING.
- How quickly did the Project Manager respond to questions from the Owner regarding the project? URGENT ISSUES WERE ADDRESSED WITHIN 3 DAYS; STANDARD ITEMS IN 10 DAYS
- How was the relationship between the Project Manager and other members of the project team? VERY PROFESSIONAL AND COOPERATIVE, TEAM EFFORT
- In your opinion, what was a strength exhibited by the Project Manager during this project? PM WAS PERSONALLY AWARE OF TECHNICAL SCOPE AND PROVIDED TIMELY RESPONSES
- Was the Project Manager proactive in resolving issues? YES - PM WOULD ATTEND PUBLIC MEETINGS, SITE VISITS AND AHTJ MEET TO RESOLVE ISSUES
- Would you hire this Project Manager again for one of your projects? YES THE PM AND THE CIVIL FIRM (KHA) ARE PREFERRED CIVIL CONSULTANTS TO US.
- Additional comments or feedback. PM AND CIVIL FIRM ARE VERY KNOWLEDGEABLE REGARDING AVIATION AIRSIDE AND LANDSIDE. PROJECT DEVELOPMENT AND COORDINATED DESIGN EFFORTS.



FORM 2 – PROJECT MANAGER REFERENCE CHECK (Please Print Legibly)

PROJECT MANAGER REQUESTING REFERENCE	Section 1	Project Manager Information (to be filled out by LOQ Respondent)	Please return completed form to:
	Project Manager Name:	Julia Focaracci, P.E.	Purchasing Agent: <u>Lori DeLoach</u>
	Firm Name:	Kimley-Horn and Associates, Inc.	Due Date: <u>November 18, 2019</u>
	Project/Contract Name:	Sheltair Northside Hangars at Fort Lauderdale Executive Airport, Construction Phase	Total # Pages:
	Phone:	(954) 535-5110	Phone: 239-590-4555 Email: LKDeLoach@FlyLCPA.Com
You or your firm has been provided as a reference for the Project Manager listed above. Please complete sections 2 and 3			
	Section 2	Reference Information (To be filled out by person providing reference)	
	Name of Person Providing Reference:	Andrew R. Carlson	
	Firm Name:	Kenneth R. Carlson Architect, P.A.	
	Title:	Project Architect	
	Phone:	954-427-8848	
	Section 3	***** PROJECT MANAGER REFERENCE QUESTIONS*****	
	1. What was your job title and role during the referenced project?		
	Project Architect. Worked with Owner and consultants to develop project from Site Planning, through permitting, and through final construction.		
	2. Describe the services provided by the Project Manager.		
	Project manager provided Civil and Landscaping services for the overall development of the complex including coordination with airport authorities. Further, the project manager developed the complex phasing of the development including work to taxiways and ongoing construction administration services.		
	3. Was the Project Manager effective in leading the entire project team including sub consultants?		
	Yes, I found the project manager to be quite proficient and effective through all phases of development including coordination with sub consultants.		
	4. How responsive and responsible was the Project Manager on this project?		
	The project manager has been very responsive through all phases of the development and has responded, without exception, in a very timely manner.		
	5. Was the project completed on time and under budget?		
	Project time line is ongoing and is due to be completed on time and on budget.		
	6. How quickly did the Project Manager respond to questions from the Owner regarding the project?		
	The project manager has been very accessible, and thus, all Owner questions and concerns have been answered in a timely manner.		
	7. How was the relationship between the Project Manager and other members of the project team?		
	The relationship of the project manager and team has been exceptional, and I look forward to working with them again on future projects.		
	8. In your opinion, what was a strength exhibited by the Project Manager during this project?		
	A strength I have seen the project manager exhibit during the project is their ability to approach each concern or problem that has arisen with a positive attitude. This not only allowed for timely responses through coordination, but also an overall positive working relationship with project Team and Owner.		
	9. Was the Project Manager proactive in resolving issues?		
	Yes, the project manager has been very accessible and proactive when issues has arisen throughout the development process.		
	10. Would you hire this Project Manager again for one of your projects?		
	Yes, and as stated above, I look forward to working with them again on future projects.		
	11. Additional comments or feedback.		
	Project has been ongoing since 2015, so I have years of working with the project manager and Team. I would highly recommend them to future clients based off my experiences and interactions.		



FORM 3 - FIRM REFERENCE CHECK (Please Print Legibly)

FIRM REQUESTING REFERENCE	Section 1	Firm Reference Information (To be filled out by LOQ Respondent)	Please return completed form to:
	Firm Name:	Mead & Hunt, Inc.	Purchasing Agent: <u>Lori DeLoach</u> Due Date: <u>November 18, 2019</u>
	Project/Contract Name:	Reconstruct and Extend Taxiway "A"- Completed as Part of Engineering/Architectural Continuing Services Contract	Total # Pages: Phone: 239-590-4555 Email: <u>LKDeLoach@FlyLCPA.Com</u>

You or your firm has been requested to provide a reference for the firm and project listed above. Please complete Sections 2 and 3

Section 2	Reference Information – (To be filled out by person providing reference)
Name & Title:	Adrienne Ayers-Allen, IAP- Director of Engineering
Company:	Augusta Regional Airport
Email:	AAyers@augustaga.gov
Phone:	706-796-4010
Section 3	***** FIRM REFERENCE QUESTIONS*****
1.	What was your job title and role during the referenced project/contract? <i>Director of Engineering / Client Representative / PM</i>
2.	Describe the services provided by the firm. <i>Aviation Eng design, contract and construction Management</i>
3.	How responsive was the firm in providing necessary resources to the Project Manager? <i>Extremely Responsive</i>
4.	How was the relationship between this firm and subconsultants and other project team members? <i>Excellent!</i>
5.	Was the project completed on time and under budget? <i>YES!</i>
6.	How quickly did the firm respond to questions from the Owner regarding the project? <i>Almost Immediately.</i>
7.	In your opinion, what was a strength exhibited by the firm? <i>Knowledge and expertise in the field of Engineering (Aviation) is stellar</i>
8.	Was the firm proactive in resolving issues? <i>Extremely!</i>
9.	Was the firm accountable for project mistakes that were brought to their attention? <i>Absolutely!</i>
10.	Would you hire this firm again? <i>Yes definitely</i>
11.	Additional comments or feedback. <i>Great group to work with and they definitely protect the client. Exceptional team.</i>



FORM 2 – PROJECT MANAGER REFERENCE CHECK (Please Print Legibly)

PROJECT MANAGER REQUESTING REFERENCE	Section 1	Project Manager Information (to be filled out by LOQ Respondent)	Please return completed form to:
	Project Manager Name:	Dave Schmidgall, PE	Purchasing Agent: <u>Lori DeLoach</u>
	Firm Name:	Mead & Hunt, Inc.	Due Date: <u>November 18, 2019</u>
	Project/Contract Name:	Airsides 1 & 3 Ramp Rehabilitation- Completed as Part of Engineering Continuing Services Contract	Total # Pages:
	Phone:	813-210-8742	Phone: 239-590-4555 Email: <u>LKDeLoach@FlyLCPA.Com</u>

You or your firm has been provided as a reference for the Project Manager listed above. Please complete sections 2 and 3

Section 2	Reference Information (To be filled out by person providing reference)
Name of Person Providing Reference:	Tuan Nguyen, PE
Firm Name:	Greater Orlando Aviation Authority
Title:	Manager- Civil Engineering
Phone:	407-825-4662

Section 3 *** PROJECT MANAGER REFERENCE QUESTIONS*******

1. What was your job title and role during the referenced project? *Manager of Engineering Project Manager*
2. Describe the services provided by the Project Manager. *Design and Construction Admin.*
3. Was the Project Manager effective in leading the entire project team including sub consultants? *Yes*
4. How responsive and responsible was the Project Manager on this project? *Very responsive & Responsible*
5. Was the project completed on time and under budget? *Yes*
6. How quickly did the Project Manager respond to questions from the Owner regarding the project? *within 24hrs.*
7. How was the relationship between the Project Manager and other members of the project team? *Very good*
8. In your opinion, what was a strength exhibited by the Project Manager during this project? *Professional & Helpful*
9. Was the Project Manager proactive in resolving issues? *Yes*
10. Would you hire this Project Manager again for one of your projects? *Yes*
11. Additional comments or feedback. *pleasant to work with*



FORM 2 – PROJECT MANAGER REFERENCE CHECK (Please Print Legibly)

PROJECT MANAGER REFERENCE	Section 1	Project Manager Information (to be filled out by LOQ Respondent)	Please return completed form to:
	Project Manager Name:	Dave Schmidgall, PE	Purchasing Agent: <u>Lori DeLoach</u>
	Firm Name:	Mead & Hunt, Inc.	Due Date: <u>November 18, 2019</u>
	Project/Contract Name:	North Aviation Development- Completed as Part of Engineering/Architecture Continuing Services Contract	Total # Pages:
	Phone:	813-210-8742	Phone: 239-590-4555 Email: LKDeLoach@FlyLCPA.Com
You or your firm has been provided as a reference for the Project Manager listed above. Please complete sections 2 and 3			
Section 2	Reference Information (To be filled out by person providing reference)		
Name of Person Providing Reference:	Mark Denmark		
Firm Name:	Savannah Airport Commission- Savannah/Hilton Head International Airport		
Title:	Assistant Director of Engineering		
Phone:	912-964-0514 Ext. 3308		
Section 3	***** PROJECT MANAGER REFERENCE QUESTIONS*****		
1. What was your job title and role during the referenced project?			
Part of the Project management team.			
2. Describe the services provided by the Project Manager.			
Oversight of the project on a daily basis, submittal & RFI review, coordination of project team.			
3. Was the Project Manager effective in leading the entire project team including sub consultants?			
Yes, Dave handled his responsibilities in a professional manner.			
4. How responsive and responsible was the Project Manager on this project?			
Very responsive.			
5. Was the project completed on time and under budget?			
Yes.			
6. How quickly did the Project Manager respond to questions from the Owner regarding the project?			
Very responsive and concise with information.			
7. How was the relationship between the Project Manager and other members of the project team?			
Excellent.			
8. In your opinion, what was a strength exhibited by the Project Manager during this project?			
His ability to understand the goal of the project and what was required to meet that goal is something Dave excels at.			
9. Was the Project Manager proactive in resolving issues?			
As part of the Project Management team, Dave made sure that any issues were answered immediately.			
10. Would you hire this Project Manager again for one of your projects?			
Yes.			
11. Additional comments or feedback.			
Dave is a very dedicated and professional engineer who strives to make certain the owner is satisfied with the project.			



FORM 2 – PROJECT MANAGER REFERENCE CHECK (Please Print Legibly)

PROJECT MANAGER REQUESTING REFERENCE	Section 1	Project Manager Information (to be filled out by LOQ Respondent)	Please return completed form to:
	Project Manager Name:	Nathan Parish, PE	Purchasing Agent: <u>Lori DeLoach</u>
	Firm Name:	Michael Baker International, Inc.	Due Date: <u>November 18, 2019</u>
	Project/Contract Name:	Punta Gorda Airport (PGD) General Aviation Center	Total # Pages:
	Phone:	813-466-6025	Phone: 239-590-4555 Email: LKDeLoach@FlyLCPA.Com

You or your firm has been provided as a reference for the Project Manager listed above. Please complete sections 2 and 3

Section 2	Reference Information (To be filled out by person providing reference)
Name of Person Providing Reference:	Ron Ridenour
Firm Name:	Charlotte County Airport Authority - Punta Gorda Airport
Title:	Project Manager
Phone:	941-639-1101 ext 129

Section 3 *** PROJECT MANAGER REFERENCE QUESTIONS*******

1. What was your job title and role during the referenced project?

Title - Project Manager. Role - Manage the Airport's Capital Improvement Program - project development, grant management and compliance, consultant selection, scope and fee development/negotiations, design reviews, permitting, bidding and award, construction and closeout.

2. Describe the services provided by the Project Manager.

Scope and fee development/negotiations, responsible for design development, served as engineer of record, manage entire design team (including subs), conducted quality control reviews, managed budget, invoicing and schedule.

3. Was the Project Manager effective in leading the entire project team including sub consultants?

Yes, Mr. Parish was always on top of current activities while looking forward to plan for next phases of the project.

4. How responsive and responsible was the Project Manager on this project?

Mr. Parish was very responsive. I recall several e-mails I sent out requesting a response in a few days and Mr. Parish most of the time responded that same day. I never once had to send him follow-up e-mail.

5. Was the project completed on time and under budget?

Yes. I was very impressed that for this large complex design of combined airside and landside development there were no contact amendments. Plus, the MBI team provided renderings at no cost. Nice to see a firm that is not a nickel and dime company.

6. How quickly did the Project Manager respond to questions from the Owner regarding the project?

Very quickly, most of the time same day. See response to Question 4.

7. How was the relationship between the Project Manager and other members of the project team?

Good. I saw lot of coordination e-mails during the design process and at meetings, not a lot of blank looks at each other.

8. In your opinion, what was a strength exhibited by the Project Manager during this project?

Focus. Mr. Parish was always prepared and always provide options for us to consider. You could tell he did his homework. He did not just submit and say what do you think. He seemed to always know what questions we would have and be prepared to answer.

9. Was the Project Manager proactive in resolving issues?

Absolutely yes.

10. Would you hire this Project Manager again for one of your projects?

Absolutely yes.

11. Additional comments or feedback.


Enjoy working with Mr. Parish. Nice to see someone on top of all issues and always prepared.



FORM 2 – PROJECT MANAGER REFERENCE CHECK (Please Print Legibly)

PROJECT MANAGER REQUESTING REFERENCE	Section 1	Project Manager Information (to be filled out by LOQ Respondent)	Please return completed form to:
	Project Manager Name:	Nathan Parish, PE	Purchasing Agent: <u>Lori DeLoach</u>
	Firm Name:	Michael Baker International, Inc.	Due Date: <u>November 18, 2019</u>
	Project/Contract Name:	Destin Executive Airport (DTS) Taxiway A Reconstruction	Total # Pages:
	Phone:	813-466-6025	Phone: 239-590-4555 Email: LKDeLoach@FlyLCPA.Com

You or your firm has been provided as a reference for the Project Manager listed above. Please complete sections 2 and 3

Section 2	Reference Information (To be filled out by person providing reference)
Name of Person Providing Reference:	Chad Rogers, PE 
Firm Name:	Okaloosa County Airports
Title:	Airports Project & General Aviation Manager
Phone:	850-651-7160 ext. 1055
Section 3	***** PROJECT MANAGER REFERENCE QUESTIONS*****
1. What was your job title and role during the referenced project?	
Airports Projects and General Aviation Manager - Supervise contract execution and design development.	
2. Describe the services provided by the Project Manager.	
Managed Michael Baker's project from inception to completion for the DTS Taxiway A Rehabilitation project.	
3. Was the Project Manager effective in leading the entire project team including sub consultants?	
Yes, Nathan is a very detailed engineer with common sense & experience to know how to address all project aspects.	
4. How responsive and responsible was the Project Manager on this project?	
Very responsive and responsible. I would give the PM a solid 'A' grade.	
5. Was the project completed on time and under budget?	
The PM produced documents and drove the project schedule & was under budget. Dealt with County/FAA delays.	
6. How quickly did the Project Manager respond to questions from the Owner regarding the project?	
Same day or next day service. Always easy to get a hold of by phone as well.	
7. How was the relationship between the Project Manager and other members of the project team?	
No issues.	
8. In your opinion, what was a strength exhibited by the Project Manager during this project?	
Experience, organization, flexibility, and calm demeanor.	
9. Was the Project Manager proactive in resolving issues?	
Yes. We had to struggle through several iterations of structural design and justifications to the FAA.	
10. Would you hire this Project Manager again for one of your projects?	
Yes, I would absolutely work with Nathan Parish on a future project.	
11. Additional comments or feedback.	
None at this time.	



Miami-Dade Aviation Department
P.O. Box 025504
Miami, Fl. 33102-5504
http://www.miami-airport.com

Business Reference Form

Third Party Information (Requestor)

Name of Requestor: Lori Deloach

Requestor's Business Name: Lee County Port Authority

Information about Known Business/Vendor/Proposer

Name of Known Business/Vendor/Proposer: Mobio Architecture, Inc.

Time Period Relevant to Information: 2019-2021

Project Name Relevant to Information: MIA Satellite E Elevator Refurbishment
(Unless information is project specific, provide information on latest project.)

Total Project Budget: \$271,000 for Architectural Services

Final Project Cost: Not available, Project is at preliminary design phase.
(or, Total Revenue Collected, as applicable)

Services provided were: Satisfactory / Not Satisfactory

(Additional information, as available, may be requested under a Public Records request to the Miami-Dade Aviation Department as per Florida Statutes §119.01, Miami-Dade County Administrative Order 4-48 and Miami-Dade Aviation DSOP 00-08)

Information is submitted on behalf of the Miami-Dade County Aviation Department, as authorized by:

[Handwritten Signature]

11/15/19

Assistant Aviation Director Signature and Date

Pedro F. Hernandez, P.E.
(305) 876-7928

Assistant Aviation Director Name and Contact Information



Departmental Standard Operating Procedure (DSOP)

DSOP No. 02-01

Previously Amended: January 14, 2001

Effective: 12-23-15

SUBJECT: Requests for Letters of Introduction or Endorsement from the Miami-Dade Aviation Department

PURPOSE and SCOPE: To establish policy and procedures for processing endorsement or reference requests made to Miami-Dade Aviation for known private businesses.

I. AUTHORITY:

- A. Operational Directive No. 99-03, Aviation Department Written Directive System.
- B. Departmental Operating Procedures No. 00-02, Written Procedures for MDAD Units.
- C. Chapter 25 of the Miami-Dade County Code, Miami-Dade Aviation Department Rules and Regulations.
- D. Resolution R-124-05 – [Development and maintenance of a database system capable of tracking all facets of construction, architectural and engineering services projects, in order to foster improved performance.]

II. BACKGROUND:

From time to time, Aviation Department staff may receive requests for letters of endorsement or references for businesses that are operating or have operated at the Department. This directive establishes the Department's policy and procedures for processing such requests.

III. POLICY:

The Aviation Department shall comply with requests to provide performance evaluations or business reference information from third party requestors. All evaluations, references and endorsements shall be authorized by an Assistant Aviation Director on behalf of the Aviation Department. Nothing in this DSOP shall constrain the ability of Aviation staff, at any level, to provide information to Miami-Dade County about businesses operating at the Department.

Departmental Standard Operating Procedure (DSOP)

DSOP No. 02-01

Effective: 12-23-15

IV. PROCEDURES:

- A. All Department employees responsible for completing performance evaluations in the Capital Improvements Information System's (CIIS) management database shall do so assuring information provided is accurate and timely, as required by R-124-05. Prior to submission of the evaluation, staff will discuss planned ratings with their Assistant Director, who shall approve the evaluation on the Department's behalf. Staff will submit the evaluations once the approval has been received.
- B. All Aviation staff who receive internal requests (from other County Departments) for reference or endorsement of a known business, vendor or proposer, shall forward such request to their Assistant Director, who will respond on the Department's behalf.
- C. All Aviation staff who receive requests from third parties (non-Miami-Dade County requests) for reference or endorsement of a known business, vendor or proposer, shall complete the MDAD *Business Reference Form (Exhibit A)* and submit it to their Assistant Director, who will approve and submit the endorsement on the Department's behalf.
- D. All references, endorsements, and the like, shall be completed with the utmost care and due diligence, meaning exerting reasonable effort and care, to assure information provided is true, accurate and complete.

V. EXCEPTIONS

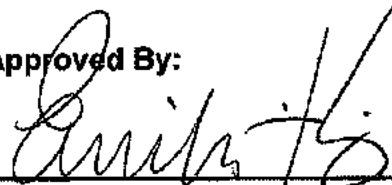
- 1. Nothing in this directive shall conflict with the requirements of Administrative Order 7-7, Employees Having Knowledge of a Crime, nor abrogate the employee's right to contact the Office of the Inspector General or law enforcement agency.

VI. ENFORCEMENT

- 1. MDAD does not accept any liability when staff actions are in violation of this policy.
- 2. Employees who violate this policy will be subject to corrective and/or disciplinary actions as defined and deemed appropriate by Department Management.

Attached – Exhibit A: Business Reference Form

Approved By:



Emilio T. González, Aviation Director

Date: 12-23-15



INSTRUCTIONS FOR FORM 2: Project Manager References

Respondents are required to provide this reference request form to a minimum of two (2) firms with whom they have recently completed a similar project. The Authority requires two (2) references for the proposed Project Manager. **DO NOT use current Lee County Port Authority employees as references.**

REFERENCES ARE NOT TO BE SUBMITTED WITH RESPONDENT'S LETTER OF QUALIFICATIONS PACKAGE. The firm providing the reference will return this form directly to the Purchasing Agent listed on the Form 2 via e-mail.

It is the Respondent's responsibility to confirm directly with the requested references that Form 2 has been submitted in a timely manner. **DO NOT CONTACT THE AUTHORITY DIRECTLY TO VERIFY IF REFERENCES HAVE BEEN SUBMITTED.**

Respondent will complete:

Section 1 – Project Manager Information

Referring entity (your reference) is required to complete:

Section 2 – Reference Information

Section 3 – Project Manager Reference questions - additional pages may be used if needed. **Once complete, the entity providing the reference shall email Form 2 to the Purchasing Agent indicated on the form.**
References should not be returned by the Respondent.

A minimum of two (2) reference responses are required.

Failure to have references emailed directly to the Lee County Port Authority Purchasing Agent listed on the top of Form 2, on or before the due date may cause your firm to be considered nonresponsive.

[Remainder of page intentionally left blank]



FORM 2 – PROJECT MANAGER REFERENCE CHECK (Please Print Legibly)

PROJECT MANAGER REQUESTING REFERENCE	Section 1	<u>Project Manager Information (to be filled out by LOQ Respondent)</u>	Please return completed form to:
	Project Manager Name:	Abdel F. Martel	Purchasing Agent: <u>Lori DeLoach</u>
	Firm Name:	MOBIO Architecture, Inc.	Due Date: <u>November 18, 2019</u>
	Project/Contract Name:	Florida International University (FIU) Continuing Professional Services	Total # Pages:
	Phone:	786-877-8392	Phone: 239-590-4555 Email: <u>LKDeLoach@FlyLCPA.Com</u>

You or your firm has been provided as a reference for the Project Manager listed above. Please complete sections 2 and 3

Section 2	<u>Reference Information (To be filled out by person providing reference)</u>
Name of Person Providing Reference:	Celi M. Ervesun <i>Celi Ervesun</i>
Firm Name:	FIU Facilities Management
Title:	Senior Project Manager
Phone:	305-348-4037
Section 3	**** PROJECT MANAGER REFERENCE QUESTIONS****
1. What was your job title and role during the referenced project?	<i>SENIOR PROJECT MANAGER</i>
2. Describe the services provided by the Project Manager.	<i>ARCHITECT</i>
3. Was the Project Manager effective in leading the entire project team including sub consultants?	<i>YES</i>
4. How responsive and responsible was the Project Manager on this project?	<i>PM WAS RESPONSIVE @ ALL TIME.</i>
5. Was the project completed on time and under budget?	<i>YES</i>
6. How quickly did the Project Manager respond to questions from the Owner regarding the project?	<i>TURN AROUND TIME WAS QUICK</i>
7. How was the relationship between the Project Manager and other members of the project team?	<i>PROFESSIONAL, GREAT</i>
8. In your opinion, what was a strength exhibited by the Project Manager during this project?	<i>COMMUNICATION, INFORMING THROUGH EVERY STEP.</i>
9. Was the Project Manager proactive in resolving issues?	<i>DEFINITELY</i>
10. Would you hire this Project Manager again for one of your projects?	<i>YES</i>
11. Additional comments or feedback.	<i>GREAT COMPANY, ALWAYS LOOKING OUT FOR THE BEST INTEREST OF THE UNIVERSITY.</i>



INSTRUCTIONS FOR FORM 2: Project Manager References

Respondents are required to provide this reference request form to a minimum of two (2) firms with whom they have recently completed a similar project. The Authority requires two (2) references for the proposed Project Manager. **DO NOT use current Lee County Port Authority employees as references.**

REFERENCES ARE NOT TO BE SUBMITTED WITH RESPONDENT'S LETTER OF QUALIFICATIONS PACKAGE. The firm providing the reference will return this form directly to the Purchasing Agent listed on the Form 2 via e-mail.

It is the Respondent's responsibility to confirm directly with the requested references that Form 2 has been submitted in a timely manner. **DO NOT CONTACT THE AUTHORITY DIRECTLY TO VERIFY IF REFERENCES HAVE BEEN SUBMITTED.**

Respondent will complete:

Section 1 – Project Manager Information

Referring entity (your reference) is required to complete:

Section 2 – Reference Information

Section 3 – Project Manager Reference questions - additional pages may be used if needed. **Once complete, the entity providing the reference shall email Form 2 to the Purchasing Agent indicated on the form. References should not be returned by the Respondent.**

A minimum of two (2) reference responses are required.

Failure to have references emailed directly to the Lee County Port Authority Purchasing Agent listed on the top of Form 2, on or before the due date may cause your firm to be considered nonresponsive.

[Remainder of page intentionally left blank]



FORM 2 – PROJECT MANAGER REFERENCE CHECK (Please Print Legibly)

PROJECT MANAGER REQUESTING REFERENCE	Section 1	Project Manager Information (to be filled out by LOQ Respondent)	Please return completed form to:
	Project Manager Name:	Abdel F. Martel	Purchasing Agent: <u>Lori DeLoach</u>
	Firm Name:	MOBIO Architecture, Inc.	Due Date: <u>November 18, 2019</u>
	Project/Contract Name:	Palm Beach International Airport (PBI) Contract for Consulting Professional Services	Total # Pages:
	Phone:	786-877-8392	Phone: 239-590-4555 Email: LKDeLoach@FlyLCPA.Com

You or your firm has been provided as a reference for the Project Manager listed above. Please complete sections 2 and 3

Section 2	Reference Information (To be filled out by person providing reference)
Name of Person Providing Reference:	John Carrigan
Firm Name:	RS&H, Inc.
Title:	Vice President/ Aviation
Phone:	954-236-7396
Section 3	***** PROJECT MANAGER REFERENCE QUESTIONS*****
1. What was your job title and role during the referenced project?	
I am the Project Officer for RS&H on the above reference project.	
2. Describe the services provided by the Project Manager.	
Mr. Martel has coordinated and led architectural design services for a Terminal Escalator replacement project (14 escalators) and provided design on a new aircraft hangar at PHK airport. He has also provided supporting architectural services including code analysis and condition verification for a Terminal Expansion project.	
3. Was the Project Manager effective in leading the entire project team including sub consultants?	
For this project, Mr. Martel is leading his team of architects within MOBIO Architecture very effectively. We have been very pleased with the work product they are providing.	
4. How responsive and responsible was the Project Manager on this project?	
Mr. Martel repeatedly demonstrates responsiveness and delivers design documents and deliverables in a timely manner without any reminders.	
5. Was the project completed on time and under budget?	
To date, Mr. Martel has made all project deadlines and completed design milestones on time and on budget.	
6. How quickly did the Project Manager respond to questions from the Owner regarding the project?	
In every instance, his response time has been almost immediate.	
7. How was the relationship between the Project Manager and other members of the project team?	
Mr. Martel has worked with our project teams almost seamlessly and has contributed to a true partnership mentality between our two firms.	
8. In your opinion, what was a strength exhibited by the Project Manager during this project?	
Technical acumen and quality of deliverables has been a noticed strength.	
9. Was the Project Manager proactive in resolving issues?	
Yes, Mr. Martel has always been proactive in communications, and if there is an issue that arises, he participates very well in the solution.	
10. Would you hire this Project Manager again for one of your projects?	
Without hesitation.	
11. Additional comments or feedback.	
I have known Abdel Martel for about 5 years now, and he is truly a high-performing architect and has created a standard of high quality in everything I have received from him. He is an asset to any aviation design or consulting contract.	



FORM 3 - FIRM REFERENCE CHECK (Please Print Legibly)

FIRM REQUESTING REFERENCE	Section 1	<u>Firm Reference Information (To be filled out by LOQ Respondent)</u>	Please return completed form to:
	Firm Name:	RS&H, Inc.	Purchasing Agent: <u>Lori DeLoach</u> Due Date: <u>November 18, 2019</u>
	Project/Contract Name:	Northeast Airfield Improvements Palm Beach International Airport	Total # Pages: Phone: 239-590-4555 Email: <u>LKDeLoach@FlyLCPA.Com</u>
You or your firm has been requested to provide a reference for the firm and project listed above. Please complete Sections 2 and 3			
	Section 2	<u>Reference Information – (To be filled out by person providing reference)</u>	
	Name & Title:	Gary M. Sypek, Director of Airport Planning	
	Company:	Palm Beach County Department of Airports	
	Email:	gsypek@pbia.org	
	Phone:	561-471-7474	
	Section 3	***** FIRM REFERENCE QUESTIONS*****	
	1. What was your job title and role during the referenced project/contract?		
	Director of Airport Planning; oversight and management of design/engineering services		
	2. Describe the services provided by the firm.		
	Design/engineering services for major airfield pavement rehabilitation project		
	3. How responsive was the firm in providing necessary resources to the Project Manager?		
	Very responsive		
	4. How was the relationship between this firm and subconsultants and other project team members?		
	Good		
	5. Was the project completed on time and under budget?		
	Yes		
	6. How quickly did the firm respond to questions from the Owner regarding the project?		
	Within a reasonable amount of time		
	7. In your opinion, what was a strength exhibited by the firm?		
	RS&H staff are experienced and are easy to work with		
	8. Was the firm proactive in resolving issues?		
	Yes		
	9. Was the firm accountable for project mistakes that were brought to their attention?		
	Yes		
	10. Would you hire this firm again?		
	Yes		
	11. Additional comments or feedback.		



FORM 2 – PROJECT MANAGER REFERENCE CHECK (Please Print Legibly)

PROJECT MANAGER REQUESTING REFERENCE	Section 1	Project Manager Information (to be filled out by LOQ Respondent)	Please return completed form to:
	Project Manager Name:	Matthew Serynek, PE	Purchasing Agent: <u>Lori DeLoach</u>
	Firm Name:	RS&H, Inc.	Due Date: <u>November 18, 2019</u>
	Project/Contract Name:	Hillsborough County Aviation Authority General Consultant Contract	Total # Pages:
	Phone:	813-636-2692	Phone: 239-590-4555 Email: <u>LKDeLoach@FlyLCPA.Com</u>

You or your firm has been provided as a reference for the Project Manager listed above. Please complete sections 2 and 3

Section 2	Reference Information (To be filled out by person providing reference)
Name of Person Providing Reference:	Max E. Marble
Firm Name:	Hillsborough County Aviation Authority
Title:	Sr. Manager - Planning & Design
Phone:	813-870-8703

Section 3 *** PROJECT MANAGER REFERENCE QUESTIONS*******

- 1. What was your job title and role during the referenced project?**
Sr. Manager - Planning & Design, contract administrator for RS&H's Continuing General Consultant contract
- 2. Describe the services provided by the Project Manager.**
On-call architecture, engineering and planning services - 186 work orders/supplemental WOs through first 4 years.
- 3. Was the Project Manager effective in leading the entire project team including sub consultants?**
PM was highly effective.
- 4. How responsive and responsible was the Project Manager on this project?**
PM was consistently responsive to Authority requests and responsible in satisfactorily completing assigned tasks.
- 5. Was the project completed on time and under budget?**
Historically, RS&H has completed work on-time and under-budget. There were a few outliers, but minor considering volume
- 6. How quickly did the Project Manager respond to questions from the Owner regarding the project?of work**
Very quickly. Due to volume of work, I speak with the PM and team members several times per week.
- 7. How was the relationship between the Project Manager and other members of the project team?**
Outstanding.
- 8. In your opinion, what was a strength exhibited by the Project Manager during this project?**
Ability to provide quick service when needed, and ability to manage a wide variety of project types and requirements.
- 9. Was the Project Manager proactive in resolving issues?**
Yes.
- 10. Would you hire this Project Manager again for one of your projects?**
Yes.
- 11. Additional comments or feedback.**
RS&H has held this contract for two consecutive terms. They have performed at a consistently high level on a wide variety of project types and has an exceptional track record of overall project performance.



FORM 2 – PROJECT MANAGER REFERENCE CHECK (Please Print Legibly)

PROJECT MANAGER REQUESTING REFERENCE	Section 1	Project Manager Information (to be filled out by LOQ Respondent)	Please return completed form to:
	Project Manager Name:	Matthew Serynek, PE	Purchasing Agent: <u>Lori DeLoach</u>
	Firm Name:	RS&H, Inc.	Due Date: <u>November 18, 2019</u>
	Project/Contract Name:	St. Pete-Clearwater International Airport General Consultant Contract	Total # Pages:
	Phone:	813-636-2692	Phone: 239-590-4555 Email: LKDeLoach@FlyLCPA.Com

You or your firm has been provided as a reference for the Project Manager listed above. Please complete sections 2 and 3

Section 2	Reference Information (To be filled out by person providing reference)
Name of Person Providing Reference:	Scott Yarley, PE
Firm Name:	St Pete-Clearwater International Airport
Title:	Airport Engineer
Phone:	727-453-7830

Section 3 *** PROJECT MANAGER REFERENCE QUESTIONS*******

- 1. What was your job title and role during the referenced project?** Project Manager for the airport.
- 2. Describe the services provided by the Project Manager.** Many general engineering projects, such as permitting, development of SWPPP document, drainage projects, obstruction clearing project, construction management services.
- 3. Was the Project Manager effective in leading the entire project team including sub consultants?**
Yes. Matt executed his tasks professionally, and was very communicative.
- 4. How responsive and responsible was the Project Manager on this project?**
Very responsive and responsible.
- 5. Was the project completed on time and under budget?**
All projects and tasks were completed on time with no additional fee requests.
- 6. How quickly did the Project Manager respond to questions from the Owner regarding the project?**
Usually within hours.
- 7. How was the relationship between the Project Manager and other members of the project team?**
Good.
- 8. In your opinion, what was a strength exhibited by the Project Manager during this project?**
Matt is a good manager and communicator.
- 9. Was the Project Manager proactive in resolving issues?**
Yes
- 10. Would you hire this Project Manager again for one of your projects?**
Yes
- 11. Additional comments or feedback.**
Matt will provide great management to your projects/tasks and has a very good support team.