



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

MEETING AGENDA

1:30 PM

February 16, 2021

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

Pledge of Allegiance

Reorganization of Airports Special Management Committee

Public Comment on Consent and Administrative Agenda

Consent Agenda

Administrative Agenda

Executive Director Items

Port Attorney Items

Airports Special Management Committee Items

Adjourn

CONSENT AGENDA

ADMINISTRATION – Brian McGonagle

1. Request Committee approve the minutes of the Dec. 15, 2020 Airports Special Management Committee (ASMC) meeting.

Term:

N/A

Funding Source:

N/A

2. Request Board approve a Budget Amendment to the FY 2020-21 Lee County Port Authority Operating Budget to increase the budgeted operating revenues and expenses for the Page Field Airport.

Term:

N/A

Funding Source:

Net revenues from the operating of Page Field

3. Request Board award RFB #21-02MLW (Request for Bids for On-Airport Rental Car Concession and Counter Space Lease - Page Field) to, and approve an “On-Airport Rental Car Concession Agreement and Counter Space Lease for Page Field” with, the sole responsive, responsible bidder, Gitibin & Associates, Inc.

Term:

Commences on May 1, 2021, and continues until April 30, 2023, with two potential extensions of two years each.

Funding Source:

N/A

DEVELOPMENT – Mark Fisher

4. Request Board approve a Settlement Agreement from the Florida Department of Transportation in the amount of \$1,764,759.24 for design services associated with the Terminal Expansion at Southwest Florida International Airport.

Term:

N/A

Funding Source:

N/A

5. Request Board approve the execution and recording of a conservation easement over the Flint Pen Strand portion of RSW Airport Mitigation Park.

Term:

N/A

Funding Source:

N/A

ADMINISTRATIVE AGENDA

ADMINISTRATION – Brian McGonagle

6. Approve an amendment and extension of the existing agreement with Amadeus Airport IT Americas, Inc. for Common/Shared Use Passenger Processing System (C/SUPPS) software and hardware maintenance and support for up to five years at a total amount of \$505,066. Delegate authority to the Executive Director to purchase additional services, as necessary, in accordance with the terms of the agreement, as amended.

Term:

Five Years commencing April 1, 2021 – 3/31/2026

Funding Source:

General operating revenues collected during the normal operations of the airport, account string VF5132541200.503460

7. Request Board select the proposal submitted by the sole responsive, responsible proposer, AFCO Aviation Facilities Company Management, LLC, in response to Request for Proposals (RFP) 21-03TLB for “Lease of Land for Development and Operation of an Air Freight Building at Southwest Florida International Airport.”

Term:

25 years, plus two (2) options to extend term for 5 years each

Funding Source:

N/A

DEVELOPMENT – Mark Fisher

8. Request Board 1) authorize execution of a contract amendment with Gates Construction in the amount of \$1,160,433.18 to provide Construction Manager/General Contractor Services associated with the Relocation of Security Gate 64 project at Southwest Florida International Airport (RSW), and 2) authorize a Total Project Budget in the amount of \$1,472,756.18.

Term:

Project duration.

Funding Source:

Passenger Facility Charges, RSW Construction Account 20859441234.506540.30.

9. Request Board authorize execution of a contract amendment with Johnson Engineering to prepare a Master Plan Update for RSW in the amount of \$1,999,776.67.

Term:

3 Years

Funding Source:

Federal Administration Aviation Grant (pending receipt); Passenger Facility Charges and RSW account 20861741234.506510

COMMENTS FROM THE CHAIR OF THE ASMC

EXECUTIVE DIRECTOR ITEMS

PORT ATTORNEY ITEMS

ADJOURN

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|--|--|
| <p>1. REQUESTED MOTION/PURPOSE: Request Committee approve the minutes of the Dec. 15, 2020 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 the Dec. 15, 2020 ASMC meeting pursuant to Florida Statute §286.011 and LCPA Policy.</p> | <p>5. CATEGORY: 1.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 2/16/2021</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-12/15/2020 - Draft

11. RECOMMENDED APPROVAL

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

MINUTES

AIRPORTS SPECIAL MANAGEMENT COMMITTEE MEETING DECEMBER 15, 2020

A meeting of the Airports Special Management Committee (ASMC) was held this date, December 15, 2020, in the Training and Conference Center at Southwest Florida International Airport, with the following members present:

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

Robbie Roepstorff 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.

Public Comment on Consent or Administrative Agenda Items: Committee Chair Robbie Roepstorff called for public comment and there was one speaker:

- Al Ribas, A² Group, Inc.

Immediately following the public comment there was a short discussion by the Committee members. Noel Andress clarified a statement he made during the Nov. 7, 2020 Port Board meeting and confirmed his order of firm rankings after oral presentations held at the Oct. 20, 2020 ASMC meeting.

The following are Consent Agenda items pulled for discussion:

Robbie Roepstorff (Chair)	None
Noel Andress (Vice Chair)	None
John Goodrich	None
Randy Krise	None
Scott Cameron	None

CONSENT AGENDA - A motion to approve the Consent agenda was made by Noel Andress, seconded by John Goodrich; called and carried with Fran Myers and Dana Carr absent (5-0).

CONSENT AGENDA ITEMS

ADMINISTRATION

1. Request Committee approve the minutes of the October 20, 2020 Airports Special Management Committee (ASMC) meeting.
Term:
N/A
Funding Source:
N/A
2. Request Board approve use of Florida State Contract # NVP #AR233 (14-19) FL #43220000-WSCA-14-ACS to purchase 31 switches for use in the Passenger Boarding Bridge replacement project for a total cost of \$283,975, which includes a 10% contingency.
Term:
N/A
Funding Source:
20860841234.506542
3. Request Board approve a Third Amendment to “Airline-Airport Use and Lease Agreement with JetBlue Airways Corporation.”
Term:
October 1, 2008, to September 30, 2021
Funding Source:
n/a
4. Request Board approve a “First Amendment To Lease of Terminal Space at Southwest Florida International Airport” with WestJet.
Term:
commenced January 15, 2009; continuing month-to-month
Funding Source:
n/a
5. Request Board approve an “On-Airport Rental Car Concession Agreement and Counter Space Lease For Page Field” with Gitibin and Associates, Inc. d/b/a Go Rentals
Term:
October 15, 2020 through April 30, 2021.
Funding Source:
n/a
6. Request Board approve a “Second Amendment to Land Lease for Construction and Operation of a Flight School at Page Field” with FMY Holdings, LLC.
Term:
Initial term to June 30, 2040, with two (2) options to extend by five (5) years each.
Funding Source:
n/a

AVIATION

7. Request Board 1) approve a contract between the Lee County Port Authority and SP PLUS DFS Joint Venture for janitorial services at Southwest Florida International Airport and 2) authorize the Executive Director or designee to amend the contract up to 15% above the annual contract amount to account for unforeseen circumstances and special cleaning projects.

Term:

Five (5) years with two (2), two-year renewal options.

Funding Source:

Account WJ5422941200.503490

DEVELOPMENT

8. Request Board adopt changes to the Southwest Florida International Airport (RSW) Airport Layout Plan (ALP) set to more accurately reflect current conditions and prior Board approvals

Term:

N/A

Funding Source:

N/A

9. Request Board adopt changes to the Page Field (FMY) Airport Layout Plan (ALP) set to more accurately reflect current conditions and prior Board approvals.

Term:

N/A

Funding Source:

N/A

10. Request Board authorize a contract between the Lee County Port Authority and Johnson Engineering to provide General Planning and Environmental Services.

Term:

Three year contract.

Funding Source:

N/A

11. Request Board authorize a contract between the Lee County Port Authority and Stantec Consulting Services, Inc., to provide General Planning and Environmental Services.

Term:

Three year contract

Funding Source:

N/A

12. Request Board authorize execution of a professional services agreement between the Port Authority and EG Solutions, Inc., for Construction Engineering & Inspection Services for the Terminal Expansion Project at RSW.

Term:

Four Years.

Funding Source:

N/A.

PORT ATTORNEY

13. Request Board approve grant of non-exclusive underground easement to Florida Power & Light Company to provide electrical service to the proposed new Airfield Electrical Vault at the Southwest Florida International Airport.

Term:

N/A

Funding Source:

N/A

ADMINISTRATIVE AGENDA ITEMS

ADMINISTRATION

14. Request Board (1) approve the Actual Fiscal Year 2019-2020 Rates and Fees for Southwest Florida International Airport and any airline fee settlement, revenue sharing and coverage reimbursements to the airlines, as required by the Airline-Airport Use and Lease Agreement and (2) request the Board approve a one-time lump sum 3% Employee Retention Incentive to all employees, actively at work, based on salaries as of January 7, 2021.

Term:

N/A

Funding Source:

General airport operating revenues collected during the normal operation of the Airport, Fund 41200 and Fund 41231 Airport Discretionary.

From the podium, Brian McGonagle, division director of administration, gave a brief summary to update the Committee on the item and then asked if there were any questions. There was a short discussion involving the one-time three percent lump-sum Employee Retention Incentive payment, with questions and comments by the ASMC members, all of which were answered satisfactorily by Acting Executive Director Ben Siegel and Mr. McGonagle.

A motion to approve the item was made by Randy Krise, seconded by Noel Andress called and carried with Fran Myers and Dana Carr absent (5-0).

ACTING EXECUTIVE DIRECTOR ITEMS

Items of interest are contained in the Acting Executive Director Remarks dated December 15, 2020 (copy on file, electronically, in the Communications & Marketing Department at the Lee County Port Authority).

Acting Executive Director Ben Siegel announced the upcoming retirement of Senior Assistant Port Authority Attorney Gregory S. Hagen. He then introduced Lee County Attorney Mark Trank, who will be taking over the role of Port Authority Attorney in March 2021.

Mr. Trank was welcomed by the Committee members and responded to inquiries, which included some of his duties as a Lee County attorney.

PORT ATTORNEY ITEMS

Mr. Hagen stated that he has been attending the ASMC meetings since 1993, working with many ASMC members over the years. He thanked the current Committee members for their professionalism and for making his job easy. He stated that Mark Trank is an excellent choice to replace him and members will find him quite capable of handling the work and position. The ASMC members then thanked Mr. Hagen for his service to the Port Authority.

AIRPORTS SPECIAL MANAGEMENT COMMITTEE ITEMS

John Goodrich thanked the staff for the great job they did this year and on a personal note, he thanked everyone for their well-wishes throughout the year before wishing everyone Happy Holidays.

Mr. Krise also wished everyone a Merry Christmas.

As ASMC Chair, Robbie Roepstorff thanked Ben Siegel and staff for the tremendous job they did and the support she received through the difficult 2020 year with all the challenges it presented. She then wished everyone a Merry Christmas!

ADJOURN

The Chair adjourned the meeting at 2:03 p.m.

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board approve a Budget Amendment to the FY 2020-21 Lee County Port Authority Operating Budget to increase the budgeted operating revenues and expenses for the Page Field Airport.
2. **FUNDING SOURCE:** Net revenues from the operating of Page Field
3. **TERM:** N/A
4. **WHAT ACTION ACCOMPLISHES:** Increases the current year's budgeted expense and revenues.

5. **CATEGORY:** 2.
Consent Agenda

6. **ASMC MEETING DATE:** 2/16/2021

7. **BoPC MEETING DATE:** 3/4/2021

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Brian McGonagle

DIV. Administration

10. **BACKGROUND:**

On September 15, 2020 the Board approved the Fiscal Year 2020-21 Operating Budget for the Lee County Port Authority. Included in the budget were estimates for operating revenues and expenses for Page Field. As we closely tracked our revenues and expenses throughout the first four months of the fiscal year, operating revenues have performed better than originally projected. In particular, fuel sales have far exceeded our budgeted projections by 49% or 283,000 gallons. As result, staff recommends a budget amendment to increase revenues and expenses for deferred maintenance projects, capital purchases and other operating expenses. (see attachment for detail). The following table summarizes the proposed changes in both expenses and revenues:

	FY 2020-21 Approved Budget	FY 2020-21 Forecast	Proposed Budget Amendment
Expenses:			
Furniture and Equipment	\$150,058	\$320,231	\$170,173
Other Contracted Services	\$271,381	\$352,661	\$81,280
Repairs & Maintenance	\$165,874	\$255,874	\$90,000
Financial Services	\$126,041	\$156,041	\$30,000
Revenues:			
Jet A Fuel Sales	\$4,583,840	\$4,955,293	\$371,453

11. **RECOMMENDED APPROVAL**

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

Budget Amendment Exhibit

<u>Operating Capital, Deferred Maintenance Projects, Financial Services and Miscellaneous Operating Expenses</u>	<u>Amount</u>
Gate Operator and Security Arm - Gate 20	\$21,880
Security Arm - Gate 19	\$11,170
2021 Club Car Transporter 6 Passenger Golf Cart	\$13,406
Toro Groundmaster 4000-D T4F	\$70,080
Buffalo Turbine Cyclone Blower	\$9,904
Air Conditioning Unit for Mechanic's Bay	\$8,500
ITW GSE 6400 28VDC Ground Power Unit	\$35,233
Base Operations Terminal Painting	\$9,980
Runway 5/23 Rubber Removal and Repaint Helicopter Parking Area	\$11,700
Additional Tiedown Anchors for Base Ops Ramp	\$18,000
Fuel Farm Painting and New Decals	\$41,600
Financial Services (Credit Card Fees)	\$30,000
Miscellaneous Operating Expenses (Appraisals, Camera Repairs and Light Pole Replacements)	\$90,000
Total Request	\$371,453

RESOLUTION

Amending the Lee County Port Authority Budget for additional revenues and expenditure during Fiscal Year 2020-21.

WHEREAS, in compliance with Florida Statutes 129.06 (e), it is the desire of the Board of Port Commissioners of Lee County, Florida to amend the adopted budget for additional revenues and appropriations for Fiscal Year 2020-21.

41203 - Page Field Operating

ESTIMATED REVENUES

UH5120041203.344100.9054	Jet A Fuel Sales	371,453
Total Estimated Revenues		\$371,453

APPROPRIATIONS

UH5120041203.506410	Furniture & Equipment	170,173
UH5120041203.503490	Other Contracted Services	81,280
UH5120041203.504650	Repairs & Maintenance	90,000
UH5120041203.503130	Financial Services	30,000
Total Estimated Appropriations		\$371,453

NOW, THEREFORE, BE IT RESOLVED by the Board of Port Commissioners of Lee County, Florida, that the Lee County Port Authority Budget is hereby amended its revenue and appropriation accounts.

The foregoing Resolution was offered by Commissioner _____ who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

- Brian Hamman _____
- Frank Mann _____
- Cecil L Pendergrass _____
- Kevin Ruane _____
- Raymond Sandelli _____

Done and adopted by the Board of Port Commissioners this _____ day of _____ 2021

ATTEST: CLERK OF THE CIRCUIT COURT BY: _____ Deputy Clerk	BOARD OF PORT COMMISSIONERS LEE COUNTY, FLORIDA BY: _____ Chairman
APPROVED AS TO LEGAL FORM: BY: _____ Office of the Port Attorney	

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board award RFB #21-02MLW (Request for Bids for On-Airport Rental Car Concession and Counter Space Lease - Page Field) to, and approve an "On-Airport Rental Car Concession Agreement and Counter Space Lease for Page Field" with, the sole responsive, responsible bidder, Gitibin & Associates, Inc.
2. **FUNDING SOURCE:** N/A
3. **TERM:** Commences on May 1, 2021, and continues until April 30, 2023, with two potential extensions of two years each.
4. **WHAT ACTION ACCOMPLISHES:** Award RFB #21-02MLW to the highest responsive, responsible bidder, Gitibin & Associates, Inc.

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

6. **ASMC MEETING DATE:** 2/16/2021

7. **BoPC MEETING DATE:** 3/4/2021

8. AGENDA:

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. REQUESTOR OF INFORMATION:

(ALL REQUESTS)

NAME Brian McGonagle

DIV. Administration

10. BACKGROUND:

Until last fall, the Hertz Corporation ("Hertz") operated the on-airport rental car concession at Page Field pursuant to an "On-Airport Rental Car Concession Agreement and Counter Space Lease For Page Field" dated November 8, 2018. In September of 2020, Hertz rejected that agreement as part of its Chapter 11 bankruptcy proceedings, and ceased operating at Page Field. In order to provide rental car services to customers at Page Field during its busiest months, the Authority negotiated an agreement with Gitibin and Associates, Inc. d/b/a Go Rentals ("Go Rentals") to provide such services on an interim basis while the Authority developed and released a new Request for Bids for the concession. That interim agreement was approved by the Board on January 21, 2021, and can be terminated effective April 30, 2021.

Meanwhile, on November 13, 2020, the Authority released Request for Bids (RFB) 21-02MLW for On-Airport Rental Car Concession and Counter Space Lease at Page Field Airport, for a term beginning May 1, 2021. The RFB was advertised through our Lee County Port Authority website, the News-Press, the Airport Minority Airport Council, Airports Council International – North America, the Florida Airports Council, and our electronic bidding system Ionwave. Ionwave also electronically notified 128 potential bidders. The RFB provided for the award of one (1) on-airport rental car concession agreement to the responsive, responsible bidder submitting the highest bid on the "MAG" (the minimum annual guaranteed privilege fees payable to the Authority) for the first contract year (5/2/2021 to 4/30/2022).

Two (2) bidders submitted a bid for consideration, namely, Enterprise Leasing Company of Florida, LLC (herein

11. RECOMMENDED APPROVAL

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

“Enterprise”), and Gitibin & Associates, Inc. (d/b/a, and herein, “Go Rentals”). Enterprise bid the higher MAG, but its bid was conditioned upon the Authority’s acceptance of their changes to material terms (relating to minimum operating hours and the concessionaire’s right to terminate) that were contrary to the RFB. Thus, the Enterprise bid was deemed nonresponsive. On December 23, 2020, the Authority’s Purchasing Department sent both bidders a Notice of Intent to Award the contract to Go Rentals.

The Go Rentals bid was deemed responsive. Accordingly, staff recommends award to Go Rentals, which successfully met all bid requirements as the sole responsive, responsible bidder, and approve an “On-Airport Rental Car Concession Agreement and Counter Space Lease for Page Field” with that bidder.

Attachments:

1. Bid Tabulation Sheet
2. RFB
3. Addendum #1
4. Addendum #2
5. Addendum #3
6. Bid submitted by Go Rentals
7. Summary of proposed agreement with Go Rentals
8. Proposed “On-Airport Rental Car Concession Agreement and Counter Space Lease for Page Field”



Purchasing Department
11000 Terminal Access Road, Suite 8671
Fort Myers, FL 33913
Main Line: (239) 590-4556
<https://www.flylcpa.com/purchasing/>

Receiving

Bid Number: RFB 21-02MLW

Bid Title: On-Airport Rental Car Concession and Counter Space Lease at Page Field

Opening Date: Monday, December 14, 2020

Opening Time: **2:00PM**

Opened By: Megan Wilson

Melissa Wendel, Scott Sheets, Jonathan Buff, Alisa Tillman-Enterprise Holdings Andrea

Witnessed By: Krenswan- Enterprise Holdings

	FIRM	COST
1	Enterprise Holdings	\$105,535.27
2	Gitibin and Associates	\$70,000.00
3		
4		
5		
6		
7		
8		
9		
10		



PURCHASING OFFICE
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913

REQUEST FOR BIDS (RFB) 21-02MLW
FOR
**ON-AIRPORT RENTAL CAR CONCESSION
AND COUNTER SPACE LEASE**

PAGE FIELD AIRPORT

DATED: November 13, 2020

PURCHASING OFFICE DESIGNATED CONTACT

Agent Megan Wilson, Telephone: (239) 590-4558
Email: mlwilson@flylcpa.com

NON-MANDATORY PRE-BID MEETING

10:00 a.m. on Tuesday November 23, 2020

This meeting may be attended remotely through this link:

Remote Meeting ID: meet.google.com/obc-hcvn-gex

DEADLINE FOR INQUIRIES & CLARIFICATION REQUESTS

Tuesday, November 30, 2020, by 5:00 p.m. local time

ELECTRONIC BID SUBMISSION DUE DATE AND TIME:

Monday, December 14, 2020 by 2:00 p.m. local time

The opening of bids may be viewed via Google Meets

Meeting ID: meet.google.com/jhv-fxko-vya

Phone Numbers: (US)+1 252-404-1106 PIN: 311 735 488#

NOTICE OF IMPORTANT SOLICITATION DATES

The Lee County Port Authority (hereafter referred to as "Authority") is soliciting the submission of competitive electronic bids from interested and qualified Bidders to provide ON-AIRPORT RENTAL CAR CONCESSION AND COUNTER SPACE LEASE AT PAGE FIELD AIRPORT in accordance with the requirements contained in this Request for Bids.

The Authority seeks to contract with a single vendor to provide the required services as defined in this Request for Bids. Services under the anticipated agreement will commence on or about May 1, 2021.

A non-mandatory pre-bid meeting will be held at 10:00 a.m. on November 23, 2020. This meeting will be conducted electronically. To attend, potential bidders must use Google Meets through this link - **LOGIN:** meet.google.com/obc-hcvn-gex

Sealed bids must be submitted electronically in Ionwave no later than **2:00 p.m., Monday, December 14, 2020.**

AMERICANS WITH DISABILITIES ACT: Any person needing special accommodations to attend a public meeting such as a pre-bid meeting or the public bid opening should contact the Authority's contact person listed below at least five (7) days prior to the scheduled meeting.

The Lee County Port Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Disadvantaged Business Enterprise (DBE) and Woman and Minority-Owned Business Enterprises (W/MBE) companies are encouraged to respond to this notification.

For more information, please contact Megan Wilson, Procurement Agent at (239) 590-4558 or email: mlwilson@flylcpa.com

Lee County Port Authority
Southwest Florida International Airport
11000 Terminal Access Road, Suite 8671
Fort Myers, FL 33913-8899

PART A
INFORMATION FOR BIDDERS

A.01 PUBLIC RECEIVING AND OPENING OF BIDS

The Lee County Port Authority is soliciting competitive electronic bids from interested and qualified Bidders for an ON-AIRPORT CAR CONCESSION AND COUNTER SPACE LEASE AT PAGE FIELD in accordance with the requirements contained in this Request for Bids. The Authority seeks to contract with a single vendor to provide the required services. Sealed bids will be electronically unsealed and read publicly immediately following the time specified for receipt of 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 view the electronic opening by using the link that is provided on the cover page of this Request for Bids.

A.02 ELECTRONIC SUBMISSION OF BIDS

The Authority is accepting electronic bids in IonWave at <https://flylcpa.ionwave.net/Login.aspx> up until the date and time indicated on the cover sheet of this Request for Bids. Hard copy or bids sent electronically and directly to the Authority will not be accepted. Faxed bids will not be accepted.

All electronic documents must be PDF/A compliant. PDF/A compliant documents have embedded fonts and do not reference external files. If applicable, layers must not be preserved from CADD drawings. Scanned documents must be created as PDF/A compliant, made text searchable, and have a minimum resolution of 300 dpi.

A.03 DELAYS CAUSED BY TECHNOLOGICAL ISSUES

Bids must be submitted prior to the deadline for submission indicated on the cover page. It is the sole responsibility of the bidder to submit their bid to the Authority prior to the stated date and time for submission of bids. Bidder is responsible for taking all necessary steps to ensure their bid is received by the due date and time. The Lee County Port Authority Purchasing Office will not be responsible for delays caused by technological issues that may occur or for any other reason. The Bidder is hereby directed to cause submission of their bid prior to the bid opening time.

A.04 QUESTION AND CLARIFICATION PERIOD

Companies must register with IonWave to participate in any Lee County Port Authority solicitation. The Authority will not respond to inquiries received past the published deadline. Except during a scheduled pre-bid meeting, the Authority will not respond to oral inquiries concerning this RFB. Bidders must submit written inquiries regarding this RFB to <https://flylcpa.ionwave.net/Login.aspx>, on or before the date and time stated on the cover page.

A.05 ADDENDA

Interpretations, corrections or changes made by the Authority to this Request for Bids will be made by written addenda. No interpretation of the meaning of the plans, specifications or any other portion of these solicitation documents will be binding if made to any bidder orally by any representative of the Authority. It is the responsibility of the bidder, prior to submitting a bid, to review all issued addenda or to contact the Purchasing Office to determine if addenda were issued and to acknowledge and incorporate same into bidder's bid. All addenda become part of the bid documents as if contained in the originally issued solicitation documents.

A.06 DISTRIBUTION OF BID INFORMATION, RESULTS AND ADDENDA

The Authority uses IonWave to distribute solicitation documents including addenda and bid results. Interested parties may register to receive this information free of charge by contacting

IonWave Technologies Vendor Support at 866-277-2645, or by registering at <https://flylcpa.ionwave.net/Login.aspx> or through the electronic link available at the Authority's website www.flylcpa.com/purchasing.

A.07 PRE-BID MEETING

A pre-bid meeting will be held on the date and time specified on the cover page of this RFB. The cover page will also note if the pre-bid meeting is Non-Mandatory or Mandatory, if a site visit is planned, and/or if remote attendance is available.

While attendance is not required at a pre-bid meeting that has been deemed non-mandatory; it is strongly advised and encouraged. Conversely, attendance is **mandatory** for pre-bid meetings that are indicated as mandatory on the cover page of this RFB. A Bidder's failure to attend a mandatory pre-bid meeting will result in its bid being considered non-responsive.

The purpose of the pre-bid meeting is to discuss the requirements and objectives of this Request for Bids, to answer any questions potential bidders have about the RFB, and to answer any general questions about the Authority. 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. All prospective bidders are encouraged to obtain and review the RFB prior to the pre-bid meeting in order to be prepared to discuss questions or concerns about the requirements of the Authority.

In order to conduct the pre-bid meeting 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 at least three (3) days prior to the scheduled pre-bid meeting to allow staff time to research the questions.

A.08 EXAMINATION OF BID DOCUMENTS AND SITE(S)

It is the responsibility of each bidder before submitting a bid to (a) examine the RFB documents thoroughly; (b) visit the project site(s) to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the work; (c) consider federal, state, and local codes, laws, and regulations that may affect costs, progress, performance, or furnishing of the work; (d) study and carefully correlate bidder's observations with the RFB documents; and (e) notify the Authority of all conflicts, errors, or discrepancies in the RFB documents.

A.09 COST OF PREPARATION

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

A.10 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.

A.11 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.

A.12 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 will, 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.

A.13 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 will 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. Bids submitted on a form other than what is furnished herein, or bids submitted on the Authority’s bid form that is altered or detached, will be considered irregular. Bidders must fully comply with all requirements of this RFB in its entirety. Bid Forms must be executed by an authorized signatory who has the legal authority to make the bid and bind the company.

A.14 DIRECT PURCHASE

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

A.15 TERMINATION FOR CONVENIENCE

The Authority may cancel any agreement resulting from this RFB for convenience and 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.

A.16 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 Florida Statutes.

To the extent the successful bidder is providing services on behalf of the Authority, the successful bidder will be required to comply with public records laws, specifically to:

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

otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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.

A.17 TAX EXEMPT

The Authority is generally a tax-exempt entity subject to the provisions of the Florida Statutes regarding sales tax. The successful Bidder is 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 authorized change orders or amendment, is 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.

A.18 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.

A.19 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 clarification, 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 will serve the best interest of the Authority.

A.20 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.
- Evidence that bidder has a financial interest in the company of a competing bidder.
- 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.

A.21 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.

A.22 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 WILL BE AUTOMATICALLY DISQUALIFIED FROM FURTHER CONSIDERATION FOR THIS REQUEST FOR BIDS.

A.23 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 successful bidders 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.

A.24 RIGHT TO PROTEST

Any Bidder affected adversely by an intended decision to award any bid may file a written notice of intent to file a protest with the Purchasing Office 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.

Details regarding the bid protest policy are contained within the Lee County Port Authority Purchasing Manual, which is available at www.flylcpa.com. **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.**

A.25 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 must be provided to the Authority within ten (10) calendar days of the Authority's request.

A.26 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.

A.27 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, must be satisfied. To the extent that they differ from those of the Authority, the cost principles of the grantor will be used.

A.28 ESTIMATED QUANTITIES

If provided, estimated 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. Payment to the successful bidder will be

made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications.

A.29 NONEXCLUSIVITY OF AGREEMENT

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

A.30 WITHDRAWAL OR REVISION OF BID

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 its bid in IonWave is received by the Purchasing Office representative indicated on the cover page at least two hours prior to the time specified for unsealing the bids. Revised bids must be submitted electronically prior to the time specified for unsealing the bids.

A.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.

A.32 FRONT LOADING OF BID PRICING PROHIBITED

If applicable, prices offered for performance and/or acquisition activities which occur early in the project schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive bidders within the same portion of the project schedule, will be presumed to be front loaded. Front loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the bidder to complete the work or otherwise creating an appearance of an undercapitalized bidder.

In the event the Authority presumes a bid to be front loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, etc., which the bidder obtained and upon which the bidder relied upon to develop the pricing or acquisition timing for these bid items. The Authority reserves the right to reject as nonresponsive any presumptive front loaded bids where the bidder is unable to demonstrate the validity and/or necessity of the front loaded costs.

A.33 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 a proposal on a contract to provide any goods or services to a public entity on a contract; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals 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, bidders must 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.34 BID EVALUATION

Upon evaluation of all bids received, a Notice of Intent to Award may be made to the responsive, and responsible Bidder(s) whose bid(s) serves 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 a Bidder to perform in accordance with the agreement 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 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 Authority Board of Port Commissioners for approval.

A.35 EXECUTION OF AGREEMENT

The successful Bidder(s) will be required to execute and return a Concession Agreement and Counter Space Lease in substantially the attached form, unless amended during the bid process and prior to the opening of bids, within ten (10) calendar days from issuance of the notice of intent to award the bid.. Failure of the successful Bidder to execute the Concession Agreement and Counter Space Lease within ten (10) calendar days from the date the notice of intent to award is announced is just cause for cancellation of the award and forfeiture of the bid bond.

Upon receipt of the Concession Agreement and Counter Space Lease executed by the successful Bidder, the Authority will submit the agreement for review and approval of the Board of Port Commissioners; complete the execution of the Concession 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 Agreement to the Bidder constitutes the Authority's approval to be bound by the successful Bidder's bid and the terms of the Concession Agreement and Counter Space Lease.

Until approval and final execution of the Concession Agreement and Counter Space Lease, 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.

A.36 E-VERIFY

In accordance with Florida Statute Section 448.095(2) (2020), beginning January 1, 2021, the successful bidder is required to register with and use the E-Verify system to verify the work authorization status of all newly hired employees.

Furthermore, successful bidder's agreement with the Authority cannot be renewed unless at the time of renewal, the successful bidder certifies to the Authority that it has registered with and is using the E-Verify system.

If the successful bidder enters into an agreement with a subcontractor, the subcontractor must provide the successful bidder with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and successful bidder must maintain a copy of such affidavit for the duration of the agreement. If the successful bidder develops a good faith belief that any subcontractor with which is it contracting has knowingly violated Florida Statute Section 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, with for herself or himself, or on behalf of another for private or public employment with the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) successful bidder will terminate the contract with the subcontractor.

If the Authority develops a good faith belief that the successful bidder has knowingly violated Florida Statute Section 448.094(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, with for herself or himself, or on behalf of another for private or public employment with the state, an alien who is not duly authorized work by the immigration laws or the Attorney General of the United States) Authority will terminate this agreement. Pursuant to Florida Statute 448.095(2)(c)(3), termination under the above circumstances in not a breach of agreement and may be considered as such.

[END of PART A]

**PART B
SPECIAL INSTRUCTIONS AND REQUIREMENTS**

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

B.01 MINIMUM QUALIFICATIONS

Each bidder must demonstrate to the satisfaction of the Authority that all minimum qualifications have been met. Any bid received, which does not meet these minimum qualifications, will be deemed nonresponsive.

- A. Bidders contracting in a corporate capacity must be registered with the Florida Department of State and the entity must be a Florida Corporation or other Florida legal business entity in good standing or a foreign corporation that has registered and is authorized to do business in the State of Florida.

No documentation is required. The Authority will verify registration.

- B. The Bidder must have at least five (5) years of experience since November 1, 2015 in the rental car concession industry providing rental car concession counter service at a fixed-based operator airport. The minimum amount of (5) five years of experience does not need to be consecutive. The minimum experience requirement may be met by providing multiple references that when combined equal or exceed a total of five years of experience.

To demonstrate this minimum qualification has been met, Bidder must attach at least one written reference from an airport fixed based operator executive that specifies the start date and end dates of concession counter service provided by Bidder.

The time between the start and end dates must equal or exceed at least five years of experience providing rental car concession services at the fixed based operator.

B.02 BASIS OF AWARD

The award will be made to the responsive, responsible Bidder, providing the highest bid for the Minimum Annual Guarantee (MAG) applicable to the first contract year (5/1/2021 to 4/30/2022).

To be responsive, a bidder must submit a bid which conforms in all material respects to the requirements set forth in the RFB.

To be a responsible bidder the bidder must demonstrate the capability in all respects to perform fully the bid requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance of the Concession Agreement and Counter Space Lease.

Any experience documented and submitted by Bidder that is not commensurate with the requirements of this RFB, may cause the Authority to reject the bid as nonresponsive and proceed to the next highest Bidder without penalty to the Authority and at no cost to the Authority.

The Authority reserves the right to make such investigation, as it deems necessary to determine the ability of any bidder to furnish the service requested. Each bidder must provide information the Authority deems necessary to make this determination. Such information may include, but is not limited to current

financial statements, verification of availability of equipment and personnel, and past performance records.

B.03 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 Page Field Airport must qualify for and obtain airport-issued identification badges which must be worn at all times while within the AOA. Badges must 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 are issued individually. Drivers of delivery or hauling vehicles will not require badges but must be under the escort of a properly badged employee.

[END of PART B]

**PART C
PROJECT INFORMATION**

C.01 INTRODUCTION AND OVERVIEW

The Lee County Port Authority invites Bids from all qualified and interested parties for the award of a nonexclusive rental car concession agreement at Page Field made pursuant to the requirements set forth in this Request for Bids. The Authority's objective is to achieve the highest possible standard in both physical facilities and customer service. The successful Bidder will operate the rental car concession from the General Aviation Terminal at Page Field and associated parking area beginning May 1, 2021. The Authority intends to award one (1) On-Airport Rental Car Concession Agreement and Counter Space Lease.

1. **AIRPORT CHARACTERISTICS:**

Page Field is an active general aviation airport that serves the needs of corporate, private, charter and air taxi operations. The airport is designated a foreign trade zone. Page Field has approximately 340-based aircraft and accommodated 95,255 operations in 2017; 97,816 operations in 18; and 116,003 operations in 2019. Business aircraft operations represent a significant portion of the activities at Page Field. It should be noted that business aircraft activity has remained relatively steady, and at times has increased, during the current COVID-19 pandemic. Rental car transactions (as reported) at Page Field totaled 4,237 in calendar year 2018; 3,556 in 2019; and 2,004 in January through July 2020.

2. **EXISTING ON-AIRPORT RENTAL CAR OPERATION:**

Currently one (1) rental car company operates rental car concessions in the terminal. The concessionaire operates during designated business hours with their staff on premises. The concessionaire has appointed the Authority as their limited agent for the purpose of completing car rental contracts with concessionaire's customers on concessionaire's behalf outside of regular operating hours.

3. **DESCRIPTION OF FACILITIES:**

The general aviation terminal features a customer transaction counter space and one (1) storage room (EXHIBIT A) for a rental car concession. The transaction counter is prominently located in the main terminal (EXHIBIT B) lobby, just inside of the main public entry doors. The Terminal is located on the west side of Page Field.

Ten (10) paved, uncovered, ready-return spaces will be provided to the concessionaire. No washing or fueling areas will be provided. The location or relocation of ready return spaces will be at the discretion of the Authority, and additional spaces may be made available as required.

4. **SPECIAL CONDITIONS:**

Operating at Page Field may present challenges that do not exist at typical commercial or retail business facilities. The airport is open for operations 24 hours per day, 365 days per year. The terminal is currently open for business from 6:00 a.m. through 10:00 p.m., 365 days per year. These operating hours may be adjusted during the term of the concession agreement based upon customer demand and volume.

C.03 OPERATIONAL POLICIES

1. **AREA OF OPERATION:**

Exhibits A and B display the concession area and the location of the facility covered by the draft concession agreement. The concession areas include the customer transaction counter, storage area, and ready return spaces.

2. **OPERATING STANDARDS:**

The successful Bidder (“Concessionaire”) will be required to keep the rental car facilities open for business and staffed three hundred sixty-five (365) days per year during the staffing hours set out below with at least one employee at or nearby the customer transaction counter (within the terminal building or ready return lot). A rental car agent will be available at the customer transaction counter at the scheduled arrival time for any reservations. Facilities must be open and staffed from 6:00 a.m. to 9:00 p.m., October 1, through April 30, and 9:00 a.m. to 5:00 p.m., May 1, through September 30. These hours of operation are the minimum acceptable; concessionaire is encouraged to extend hours, on either a temporary or a permanent basis, in response to customer needs. Operating hours may be adjusted in the future upon prior written approval by Authority should business conditions merit such changes.

Authority staff will be authorized to act as concessionaire’s agent for the limited purpose of soliciting preliminary information necessary to prepare car rental contracts when customer service is required outside of car rental concession operating hours. Concessionaire shall remit to Port Authority a fixed transaction fee of \$25.00 per rental transaction handled by the Authority staff.

Concessionaire will maintain sufficient staff levels to support the Authority’s goal of providing exceptionally high customer service at all times. Special events and holidays may result in unusually heavy customer demand. Concessionaire is expected to augment staff as required to support these needs. Concessionaire may conduct transactions with non-airport customers at this facility under the same terms and fees as airport rentals. To ensure Airport customers will always have first priority in terms of customer service and vehicle selection, Concessionaire will be required to identify an area of the service counter with signage specifically for Airport customers. Airport customers are not to be kept waiting while the Concessionaire transacts business with non-airport customers.

Concessionaire will make available a diverse fleet of vehicles, no more than two model years old, to include compact, mid-size, full-size, SUVs, and luxury vehicles.

Concessionaire will provide vehicles that are washed, vacuumed, and fully fueled before delivery to the Airport. Vehicles will be sanitized in accordance with CDC standards and industry best practices prior to delivery to customer.

Concessionaire will make every effort to provide the exact vehicle or upgrade requested by the customer. It is the expectation of the Port Authority that customers with advance vehicle reservations will receive the type and quantity of vehicles reserved for each rental. Authority reserves the right to obtain rental vehicles from other vendors if concessionaire is unable to fulfill customers’ rental car needs. Repeated failure of concessionaire to meet customer rental car needs may result in termination of the concession agreement.

Concessionaire will coordinate with and inform Authority in writing of each reservation made for incoming flights.

Employees will be neatly dressed in appropriate business attire. Courtesy, respect, and tact in dealing with customers are required at all times. Concessionaire and the Authority will share a mutual responsibility to present the highest possible levels of customer service at all times. Our customers have selected premium transportation options to maximize convenience and minimize their travel time. It is essential that their business transactions at Page Field are completed professionally and promptly. Each customer at Page Field is to be treated as a VIP.

Each of concessionaire's employees is an ambassador for Page Field and our community. Employees shall be well trained, polite and knowledgeable of services available. Authority staff and the concessionaire are to provide various high level services that must be closely coordinated to provide a seamless and efficient experience to the customer. Close coordination and efficient communication between the concessionaire and Authority staff is essential.

3. FUTURE OPERATIONS:

After the effective date of the concession agreement, the Authority may relocate ready return spaces based on operational requirements, so long as the total number of available spaces is not reduced below ten (10).

Concessionaire shall have no exclusive right to lease available space. The Authority specifically reserves the right to add additional On-Airport Rental Car Concessionaires in the future.

4. CONDITION OF PREMISES:

Construction of improvements specific to the needs of the concessionaire will be the responsibility of the concessionaire and will be subject to the Authority's prior approval. All work must be done in compliance with the Authority's rules and regulations, design standards, and development policies and procedures.

C.04 BUSINESS TERMS

1. PERFORMANCE GUARANTEE:

The concessionaire shall be required to execute and deliver to the Authority within 30 calendar days after approval of the Concession Agreement by the Board of Port Commissioners, a performance guarantee in the form of a certified check, cashier's check, or letter of credit (in a form acceptable to Authority), in an amount equal to fifty percent (50%) of the proposed minimum annual guarantee to the Authority as indicated in the official Bid form. The rental car concessionaire shall maintain such performance guarantee for the entire term of agreement, to include any extension thereto.

The performance guarantee assures performance of the agreement by the rental car concessionaire and the payment to the Authority of all amounts required by the agreement, and shall be subject to claim in full or in part by the Authority.

2. RENTALS AND FEES:

The concessionaire will be expected to enter into a Concession Agreement and Counter Space Lease in substantially the same form as the proposed agreement attached to this Request for Bids as Exhibit D.

Under the agreement, the concessionaire will be responsible for paying the Authority a monthly concession privilege fee equal to the greater of the following:

- Ten percent (10%) of chargeable gross revenue (gross revenue less certain excludable items); as defined in Exhibit D- DRAFT - On-Airport Rental Car Concession Agreement and Counter Space Lease.

or;

- One twelfth (1/12) of the minimum annual guarantee for each contract year.
 - A. Minimum Annual Guarantee (MAG)

Using the official Bid form, each Bidder is required to specify a proposed initial minimum annual guarantee (MAG) for the period from May 1, 2021 to April 30, 2022. The MAG for subsequent contract years, including the contract years of any extended term, will be the greater of: (1) eighty percent (80%) of the actual privilege fee paid or payable by the Concessionaire to the Authority for the immediately preceding one-year period (May 1 2021 through April 30, 2021); or (2) the MAG Bid for the first contract year, i.e. for the period from 5/1/2021 to 4/30/2022.

- B. Other Occupancy Charges

In addition to the fees stated above, the concessionaire will be required to pay to the Authority the following rents and use charges.

Rental Car Concession Counter Space

Concessionaire shall pay monthly rent of \$500 for the customer service counter space and storage room.

Building Service Fee

Concessionaire shall pay a monthly building service fee of \$125 to partially compensate Authority for utilities, building maintenance, cleaning, and the provision of other services in the common areas of the building.

Ready/Return Space Use Charge

The concessionaire shall pay a monthly ready/return space use charge of \$20 per space per month for fifteen (15) spaces. Additional ready/return spaces may be available as required by concessionaire at an additional charge of \$20 per space per month.

- C. Other Charges

Taxes

Concessionaire will be solely responsible for the payment of any tax, fee, assessment, excise, levy, lien, duty, payment in lieu of taxes, impost, or similar charge assessed or imposed on itself, including but not limited, to real and personal property taxes, and shall be responsible for payment of any taxes, fees, excise, levy, lien, duty, payment in lieu of taxes, impost of similar charge assessed or imposed on itself or its operations at the Airport.

4. COURTESY VEHICLES:

Concessionaire will be required to provide four (4) mini-vans, SUVs, or full-size 4-door sedans, less than two years old, for the use of the Authority and itinerant pilots and passengers using the Airport. These vehicles shall be available for use without charge for up to two (2) hours at a time.

5. CONCESSION AGREEMENT AND COUNTER SPACE LEASE TERM

The Authority intends to enter into a concession and lease agreement with the concessionaire for a period of two (2) years with two (2) options to extend for an additional period of two (2) years each immediately following the initial term, upon the Authority's written notice to the Concessionaire. Any extension(s) will be held under the same terms and conditions stated in the Request for Bids. The term of the Concession Agreement will commence on or around

May 1, 2021, and will expire on April 30, 2023, at 11:59 p.m. unless extended as provided above.

The rights granted to the concessionaire will not be exclusive and the Authority reserves the right to use or otherwise permit its facilities, other than those locations leased to the concessionaire, to be used by others for activities as provided by the executed agreement.

[END of PART C]

PART D
INSURANCE, INDEMNIFICATION AND BOND REQUIREMENTS

All bidders must furnish proof of acceptable insurance. A copy of the bidder'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 bid.

No agreement will be made pursuant to this Request for Bids until all insurance coverage indicated herein has been obtained. The cost for obtaining insurance coverage is the sole responsibility of the successful bidder. The successful bidder shall obtain and submit to the Purchasing Office within five (5) calendar days from the date of notice of intent to award, proof of the following minimum amounts of insurance on a standard ACCORD form. The notice of intent to award is conditional upon receipt of the certificate of insurance, approved and accepted by the Authority. The insurance provided will include coverage for all parties employed by the bidder. At the discretion of the Authority, all insurance limits may be re-evaluated and revised at any time during the term of the agreement.

Insurance Requirements (Types and Limits)

Commercial General Liability, on an occurrence basis, including products and completed operations, bodily injury, property damage, and personal & advertising injury, with limits of at least \$1 million per occurrence and \$2 million general aggregate.

Business Automobile Liability (which includes coverage of any auto, including owned, hired, and non-owned) with limits of at least \$1 million per person and per accident for bodily injury, and \$100,000 per accident for property damage; OR combined single limits of at least \$1 million per accident.

Workers' Compensation insurance as required by the State of Florida, and Employers' Liability insurance with limits of at least \$1 million per accident for bodily injury and \$1 million per employee for disease.

Environmental Liability and/or Contractors Pollution Liability and/or Errors & Omissions Liability, applicable to the work being performed, with a limit of not less than \$2 million per claim or occurrence and \$2 million aggregate per policy period of one year.

Additional Insured

Lee County Port Authority must be named as an additional insured on all policies except for workers' compensation. The policy must 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."

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.

Waiver of Subrogation

Insurance will be primary and noncontributory and include a Waiver of Subrogation by both the successful proposer and its insurers in favor of the Authority on all policies including general liability,

auto liability and the workers' compensation policy, as well as any umbrella or excess policy coverage.

Certificate of Insurance

Prior to the execution of an agreement or the issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy(s) renewal date for as long as the agreement is in effect, successful bidder must furnish the Authority with a certificate of insurance using an ACORD form and containing the solicitation number with Lee County Port Authority named as an additional insured on the applicable coverage. A 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 offer. The appointed insurance agent or carrier must be duly licensed to provide coverage and honor claims within Florida. **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. A waiver of subrogation in favor of the Authority will also be required.

Policy on Request

In addition, when requested in writing by the Authority, the successful bidder will provide the Authority with a certified copy of all applicable insurance policies.

Change in coverage

The successful proposer is required to provide a minimum of thirty (30) days 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 are to be sent directly to the Lee County Port Authority Risk Manager, 11000 Terminal Access Road, Suite 8671, For Myers FL 33913. If the bidder fails to meet the requirements set forth herein, the Authority may terminate any agreement it has with the successful bidder.

Subcontractor's requirement

The successful bidder must ensure that its agents, representatives, and subcontractors comply with the insurance requirements set forth herein.

Sovereign Immunity

The successful bidder understands and agrees that by entering an agreement with bidder, the Authority does not waive its sovereign immunity and nothing herein will 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 bidder is required to 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, 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 proposer, or anyone performing any act required of the proposer in connection with performance of any contract awarded pursuant to this Request for Bids.

These obligations will survive acceptance of any goods and/or performance of services and payment therefore by the Lee County Port Authority.

[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 information for bidders, special instructions and requirements, scope of services, insurance and bond requirements, and forms. I acknowledge receipt and incorporation of the following addenda. The cost, if any, of such revisions has been included in the price of the bid.

Addendum No. ____; dated _____. Addendum No. ____; dated _____.
Addendum No. ____; dated _____. Addendum No. ____; dated _____.

I hereby propose to provide services requested in this RFB. I agree to hold pricing for at least 150 calendar days to allow the Authority time to properly evaluate bids. I agree that the terms and conditions contained in the RFB take precedence over any conflicting terms and conditions submitted with my bid and I agree to abide by all conditions of this RFB document.

I certify that all information contained in my bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit a 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 _____

The foregoing instrument was signed and acknowledged before me, by physical means of _____ physical presence or _____ online notarization (check one) this _____ day of _____, 2020, by _____ who produced the following as identification _____ or is personally known to me, and who did/did not take an oath.

Notary Signature

Serial/Commission No.

FORM 2: OFFICIAL BID FORM
RFB 21-02 MLW

BIDDER'S NAME: _____

BIDS ARE DUE ON: MONDAY, DECEMBER 14, 2020 PRIOR TO 2:00 P.M. LOCAL TIME

Lee County Port Authority Purchasing Office
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, Information to Bidders, Special Instructions and Requirements, Scope of Services, Insurance and Bonding Requirements, Forms, and other contract documents, and having fulfilled bid requirements herein, agrees to furnish all labor, materials, equipment, and other incidental items, facilities and services necessary to perform:

**ON-AIRPORT RENTAL CAR CONCESSION
& COUNTER SPACE LEASE AT PAGE FIELD AIRPORT**

in full accordance with the solicitation and contract documents and, if awarded the contract, I agree to perform services as specified for the pricing awarded, which is based on the following bid schedule expressed numerically and in writing:

MINIMUM ANNUAL GUARANTEE – CONTRACT YEAR 1

\$ _____
(Numerical)

\$ _____
(Written)

FORM 3: LOBBYING AFFIDAVIT

_____, being first duly sworn, deposes and says that he or she is the (circle one as appropriate – sole owner, general partner, joint venture partner, president, secretary or authorized representative of bidder, maker of the attached bid and that neither the bidder nor its agents have lobbied to obtain an award of the agreement pursuant to 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 competitive solicitation.

Bidder further affirms that bidder has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. 1352 and 49 CFR Part 20 and Lee County Lobbying Ordinance No. 03-14.

AFFIANT: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me, by physical means of ___ physical presence or ___ online notarization (check one) this ___ day of _____, 2020, by _____ who produced the following as identification _____ or is personally known to me, and who did/did not take an oath.

Notary Signature

Serial/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: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me, by physical means of ____ physical presence or ____ online notarization (check one) this ____ day of _____, 2020, by _____ who produced the following as identification _____ or is personally known to me, and who did/did not take an oath.

Notary Signature

Serial/Commission No.

Note: This form must be submitted with the bidder's bid submittal

FORM 5: BIDDER’S SCRUTINIZED COMPANIES CERTIFICATION

Bidder hereby certifies under penalties of perjury as of the date of this bid 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 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 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.

Authorized Signature

State of: _____

County of: _____

The foregoing instrument was signed and acknowledged before me, by physical means of _____ physical presence or _____ online notarization (check one) this _____ day of _____, 2020, by _____ who produced the following as identification _____ or is personally known to me, and who did/did not take an oath.

Notary Signature

Serial/Commission No.

Note: This form must be submitted with the bidder’s bid submittal

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__

Specify the current Lee County location for equipment, materials and personnel that will be used full time on this project (attach additional pages if necessary):

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

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me, by physical means of ___ physical presence or ___ online notarization (check one) this ___ day of _____, 2020, by _____ who produced the following as identification _____ or is personally known to me, and who did/did not take an oath.

Notary Signature

Serial/Commission No.

[Remainder of page intentionally left blank]

FORM 7: NO BID SUBMISSION. Submission of this form is optional.

Return this form to the Purchasing Office if not submitting a bid. Please indicate the reason(s) by checking any appropriate item(s) listed below. Submit to: PROCUREMENT MANAGER by email at mmwendel@FlyLCPA.com or by mail to 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

_____ Cannot meet the scope of work or specifications

_____ Circle one - Scope of Services/Specifications are:

<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?

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

Company _____

Representative _____

Telephone _____ Fax: _____

Email Address: _____

DATE: _____

**EXHIBIT A
CAR RENTAL COUNTER AND STORAGE ROOM**

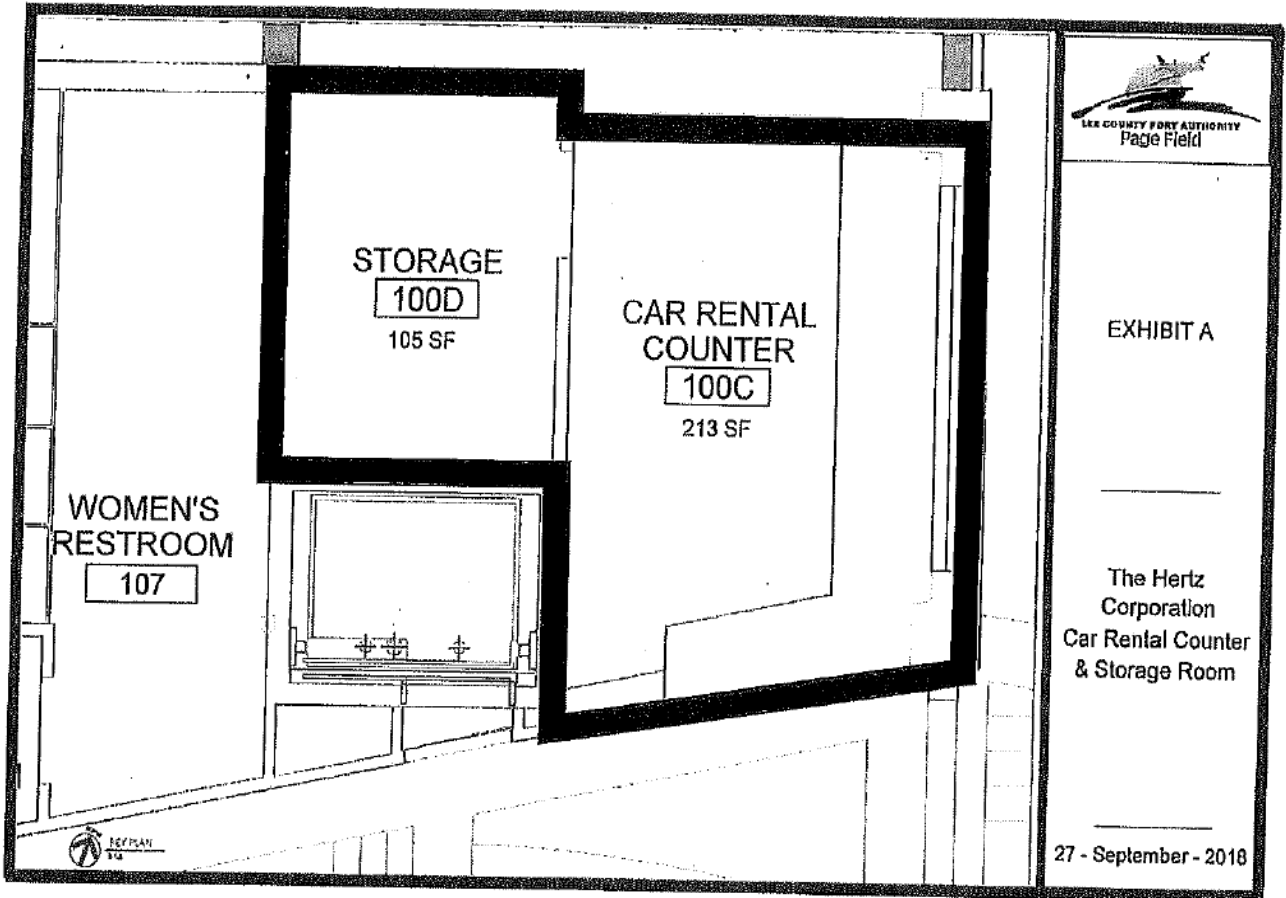


EXHIBIT A

The Hertz
Corporation
Car Rental Counter
& Storage Room

27 - September - 2018

Exhibit B

Page Field Base Operations
Floor 1

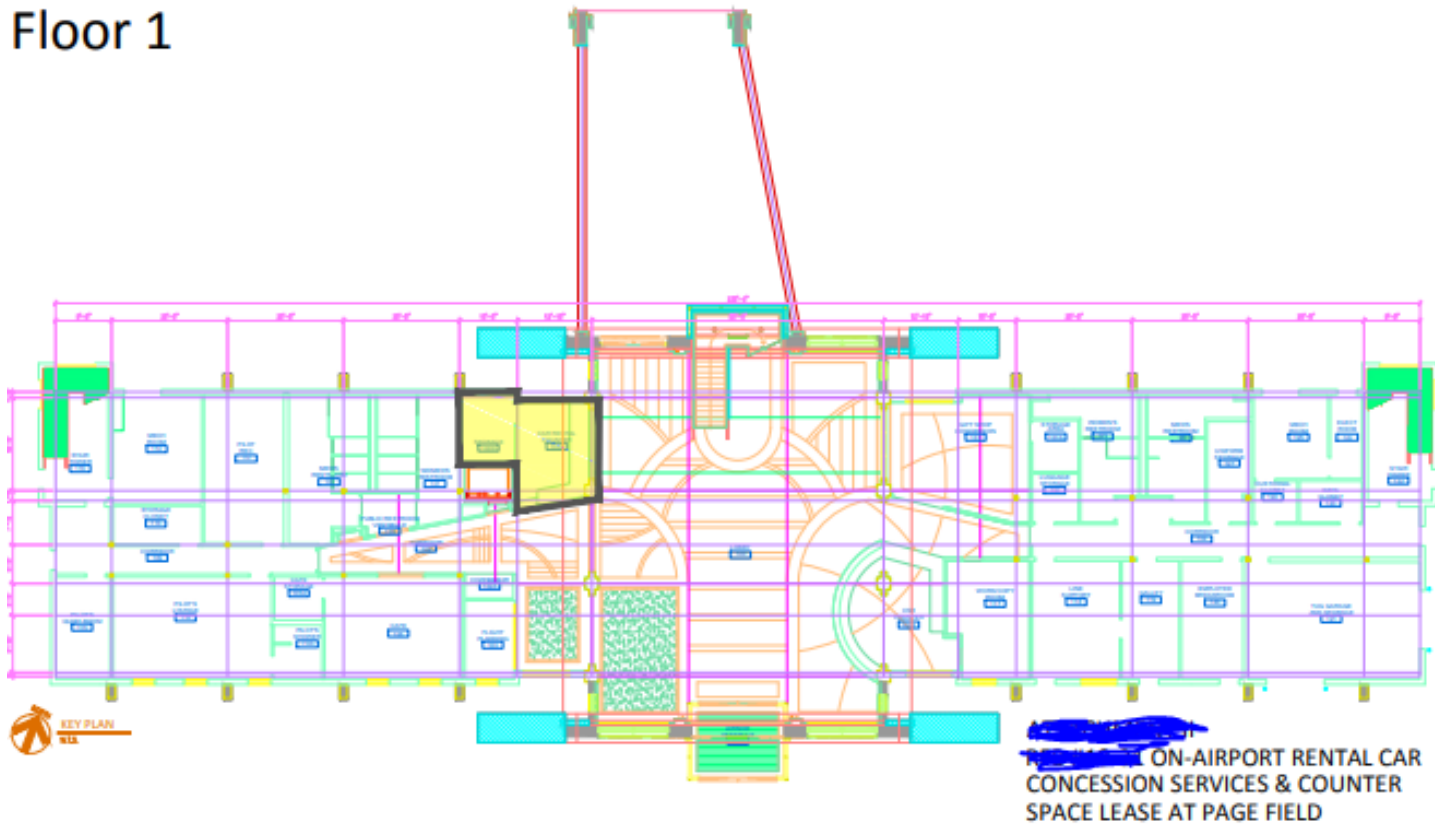


Exhibit C
MONTHLY STATEMENT OF GROSS REVENUE, EXCLUDABLE AMOUNTS, AND PERCENTAGE PRIVILEGE FEE

This statement is for the month of: _____ Year: _____

Name of Company (Concessionaire): _____
 Page Field General Aviation Airport

GROSS REVENUE

- 1 Amount customers were charged for time and mileage for rental of motor vehicles at the Airport _____
- 2 Amount customers were charged for fees, surcharges, and taxes _____
- 3 Any and all other amounts customers were charged _____
- 4 Total amount customers were charged for anything, including Excludable Amounts and anything else. (add lines 1 through 3) _____

EXCLUDABLE AMOUNTS

- 5 Florida Sales Tax _____
- 6 Fla. Stat. 212.0606 rental car surcharge _____
- 7 Drop Charges _____
- 8 Payments for damage, loss, conversion, theft, or abandonment of vehicles _____
- 9 Total "Excludable Amounts" (add lines 5 through 8) _____
- 10 CHARGEABLE GROSS REVENUE (subtract line 9 from line 4) _____
- 11 PERCENTAGE PRIVILEGE FEES DUE (multiply line 10 by 10%) _____
- Handling Fee (Transactions by LCPA Employees ___ x \$25.00) _____
- TOTAL TRANSACTIONS _____

This is a true and correct statement of all items listed, including Gross Revenues, Excludable Amounts, and the applicable percentage privilege fees due (subject to the minimum guarantee).

By: _____ Title: _____ Date: _____

Exhibit D

Concession Agreement and Counter Space Lease



Purchasing Office
11000 Terminal Access Road, Suite 8671
Fort Myers, FL 33913
(239) 590-4556

ADDENDUM No. 1

ISSUE DATE: 11/16/2020

**REQUEST FOR BIDS NO. 21-02MLW, ON- AIRPORT RENTAL CAR CONCESSION
AND COUNTER SPACE LEASE PAGE FIELD AIRPORT**

Interested parties are officially informed that the referenced solicitation is hereby revised, changed, and/or supplemented as set forth below. The information in this addendum is hereby incorporated into and made a part of the solicitation documents as if contained in the originally issued document.

Item 1. CLARIFICATIONS

ITEM 1: Cover sheet. An error was made regarding the day of the pre-bid. The Non- Mandatory Pre-Bid Meeting will be held next Monday, November 23, 2020 at 10:00am.

ITEM 2: Cover Sheet. An error was made regarding the day of the Deadline for Inquires and Clarifications Requests. The Deadline for Inquires and Clarifications is Monday, November 30, 2020 by 5pm.

ITEM 3: Section C.04, page 17, Business Terms, #2 Rentals and Fees, Letter B, Ready/Return Space Use Charge. The section should read as follows:

The concessionaire shall pay a monthly ready/return space use charge of \$20 per space for ten (10) spaces. Additional ready/return spaces may be available as required by concessionaire at an additional charge of \$20 per space per month.

Submittals are due by 2:00 p.m. on December 14, 2020. Incorporation of this addendum must be acknowledged on the Bidder/Proposer's Certification Form. Failure to comply with this requirement may result in the bid being considered non-responsive.

DocuSigned by:

Melissa Wendel

FA006A60127C4A5...

Melissa M. Wendel, CPPO
Procurement Manager

cc: Gregory S. Hagen, Port Authority Attorney's Office
Scott Sheets, Department Director
Megan Wilson, Procurement Agent



Purchasing Office
11000 Terminal Access Road, Suite 8671
Fort Myers, FL 33913
(239) 590-4556

ADDENDUM No. 2
ISSUE DATE: December 7, 2020

REQUEST FOR BIDS NO. 21-02MLW
ON-AIRPORT RENTAL CAR CONCESSION AND COUNTER SPACE LEASE
PAGE FIELD AIRPORT

Interested parties are officially informed that the referenced solicitation is hereby revised, changed, and/or supplemented as set forth below. The information in this addendum is hereby incorporated into and made a part of the solicitation documents as if contained in the originally issued document.

Item 1. **QUESTIONS AND RESPONSES:** The following questions were received on or before the date and time set for receipt of questions and clarification requests. Responses are provided as follows:

Q1: Please provide the deplaning passenger flight statistics by month and category (e.g. Air Carrier, AirTaxi, General Aviation, Military) for each of the last three (3) calendar years, as it is important for prospective bidders to have an accurate picture of the business mix at the airport.

Answer: Page Field airport is a general aviation airport. As such, this data is not collected and is therefore unavailable. Please see C.01, Item 1. [Airport Characteristics](#) which provides a summary of recent business operation activities.

Q2: What percentages of deplaning passengers utilize car rental operations at the airport?

Answer: This data is not collected and is therefore unavailable. Please see C.01, Item 1. [Airport Characteristics](#), last sentence which provides the annual count of rental car transactions for 2018 and 2019 and a six month count for 2020.

Q3. Please provide the rental car revenues by month for Calendar Years 2018, 2019 and 2020, if possible, through the end of November 2020.

Answer:

	Chargeable Gross Revenue	Percentage Privilege Fees	Total Monthly Transactions
2018			
January	\$135,483.87	\$13,548.39	475
February	\$123,835.16	\$12,383.52	483
March	\$165,818.21	\$16,581.82	593
April	\$110,517.39	\$11,051.74	418
May	\$61,772.05	\$6,177.20	418
June	\$49,099.80	\$4,909.97	418
July	\$67,149.62	\$6,714.96	248
August	\$35,346.53	\$3,534.65	248
September	\$23,364.93	\$2,336.49	158
October	\$46,733.11	\$4,673.31	156
November	\$70,780.28	\$7,078.03	311
December	\$83,240.70	\$8,324.07	311
TOTALS	\$973,141.65	\$97,314.15	4237
2019			
January	\$129,605.33	\$12,960.53	407
February	\$106,569.92	\$10,656.99	412
March	\$155,419.42	\$15,541.94	412
April	\$105,548.27	\$10,554.83	412
May	\$34,350.26	\$3,435.03	412
June	\$36,839.09	\$3,683.91	207
July	\$39,937.20	\$3,993.72	174
August	\$29,512.07	\$2,951.21	164
September	\$30,659.44	\$3,055.94	164
October	\$46,684.02	\$4,668.40	256
November	\$78,054.85	\$7,805.49	268
December	\$90,788.13	\$9,078.81	268
TOTALS	\$883,968.00	\$88,386.80	3556

2020			
January	\$153,689.08	\$15,368.91	327
February	\$134,214.98	\$13,421.50	446
March	\$143,711.87	\$14,371.19	332
April	\$65,650.56	\$6,565.06	162
May	\$49,929.48	\$4,992.95	241
June	\$88,075.10	\$8,807.51	248
July	\$49,771.57	\$4,977.16	248
August	*		
September	*		
October	*		
November	*		
December	*		
TOTALS	\$685,042.64	\$68,504.28	2004

***Data unavailable**

Q4: What percentage of prior rental car revenues, in each year, from Calendar Years 2018, 2019 and 2020 were associated with local non-airport customers (non-deplaning passengers)?

Answer: Unknown.

Q5: Please allow ample time between the time Airport releases the final Addenda and the time bids are due. It should be no less than five (5) business days before the bids are due.

Answer: Bids are due on or before 2pm on 12/14/2020.

Q6: Please confirm that all the terms and conditions specified in the RFB and any/all issued addenda will be incorporated and made a part of the Concession Agreement.

Answer: Please refer to Part A, section A.35, Execution of Agreement.

Q7: Please add language to the RFB and to the Concession Agreement which states: "The Request for Bids, including all issued addenda and questions and answers, are hereby incorporated into and made a part of the Concession Agreement."

Answer: Please refer to page 1 of this addendum and Part A, A.05 Addenda and Form 1, Bidder's Certification which clearly incorporate any modifications, deletions or issues contained in any written addenda that are issued by the Authority into the Request for Bid documents.

Q8: Part A, Sec. 15 (p. 5). Termination for Convenience. "The Lee County Airport Authority may cancel the contract upon giving thirty (30) days written notice to the Bidder at its discretion." Will the Authority please clarify this only applies prior to the start of the contract? We request any right to terminate for convenience during the term be mutual.

Answer: No. The Authority reserves the right to cancel the agreement for convenience upon thirty (30) days written notice to the successful bidder.

Q9: Part A, Sec. 35 (p 10). Execution of Agreement. Section 35 references a Bid Bond, but this is not referenced elsewhere in the documents. Is a Bid Bond required with a bid submission?

Answer: A Bid Bond is not required for this solicitation.

Q10. Part B, Sec 1.B (p 12). Professional Reference.

Will the Authority please waive the requirement, as it did in the 2018 bid, to attach Professional References for all bidders who currently have concession agreements with Lee County Port Authority (including at Page Field or at Southwest Florida International Airport), as Authority is familiar with and aware of current operators' abilities and past performance?

Answer: Part B, B.01 Minimum Qualifications. Item B is hereby revised to add the following:

C. Bidders that are currently providing services at the Southwest Florida International Airport pursuant to an active on-airport rental car concession agreement are not required to meet the requirements of B.01. B above and are not required to supply a written reference from an airport executive specifying start and end dates. Such bidders must provide a copy of the signed concession agreement between bidder and Lee County Port Authority.

Q11: Part C, Sec 4.1 (p 16). Performance Guarantee: Please confirm the Authority will allow the Performance Guarantee (and bid security, if required) in the form of a surety bond, as is allowed under Art. 13 of the Agreement: "The Authority, at its discretion, may accept a performance guarantee in the form of a surety bond in lieu of a security deposit or letter of credit." Our standard bond form, pre-approved by our surety, is attached hereto for your review and approval.

Answer: Part C, Project Information, C.04 Business Terms, Item 1. Performance Guarantee is revised to add the following sentence at the end of the first paragraph: “The Authority, in its discretion, may accept a performance bond in a format acceptable to the Authority, in lieu of a cash security deposit or letter of credit”. Authority will not review a bidder’s proposed Performance Guarantee for acceptability until after issuing a Notice of Award.

Q12: Sec. 5.3 (pp. 10-13). Gross Revenues. Please confirm any discounts, coupons or credits shown on the rental contract are not considered Gross Revenue to the extent that they reduce the amount the customer is charged. For a simple example (ignoring taxes, etc.), if a customer is charged, in actuality, and according to their contract, \$90.00, which is based on a regular rate of \$100.00 less a 10% discount, then the Gross Revenue would be \$90.00 (not \$100.00).

Answer: Correct. Gross revenue is based on the amount paid after discounts, coupons or credits have been applied.

Q13: Sec. 5.3(1)(c) (p. 10) & Sec. 5.4 (pp. 13-14). Concession Recovery Fee | Concession Recoupment Fee. Because the concession fee is included in the definition of gross revenue, the actual cost to the rental car company of the concession fee is 11.11%. Will the Authority please add language that the recoupment of the privilege fees shall not exceed 11.11% to account for the additional commission the airport is receiving from the rental car company for the concession fee pass through?

Answer: Yes. In the Concession Agreement we agree to add to the last sentence of Sec. 5.4 the phrase “, or exceed 11.11 percent.”

Q14: Sec. 5.3(6) (p. 11). Rental Car Facility Charge. Are there any plans to impose a Rental Car Facility Charge(s) during the term?

Answer: No, currently there are no plans for the imposition of a Rental Car Facility Charge at Page Field.

Q15. Sec. 5.5 (p. 15). Accounting Records. Please replace “sequentially” with “uniquely numbered” consistent with Sec. 5.2, as we are unable to provide sequentially numbered rental agreements.

Answer: Section 5.5 of the Concession Agreement, second paragraph is being revised to replace the word “sequentially” with “uniquely numbered”.

Q16. Sec. 5.8 (p. 17). Additional Charges. We respectfully request that language be added that Authority shall provide at least thirty (30) days advance written notice to Concessionaire in the event of any “additional charges” hereunder.

Answer: Section 5.8 of the Concession Agreement is being revised to add the following language “Authority will provide at least thirty (30) days written notice to Concessionaire in the event of the imposition of any “additional charges”.

Q17. Article. 10 (pp. 22-23). Construction of Improvements. If a bidder other than the current operator is awarded the concession, please confirm that prior to the commencement date the Airport will facilitate a survey of, and repair any maintenance items that might exist.

Answer: Yes, the Authority will survey the customer transaction counter and storage space and make any necessary repairs that may be deemed required by the Authority, in the Authority’s sole discretion.

Q18. Article 13 (pp. 26-27). Security Deposit / Performance Guarantee. We respectfully request the following language be added to the end of the 2nd sentence: “The required security deposit may be adjusted upward or downward by the Authority, with thirty (30) days written notice to the Concessionaire, based on the Authority’s assessment of loss exposure and the Concessionaire’s actual performance of its obligations under this agreement,...provided that the amount will not be increased more often than annually, and the amount will be reasonable under the circumstances.”

Answer: Yes, in the Concession Agreement we agree to add the following language to Article 13 in the Concessionaire agreement (pp. 26-27) “The required security deposit may be adjusted upward or downward by the Authority, upon thirty (30) days written notice to the Concessionaire, based on the Authority’s assessment of loss exposure and the Concessionaire’s actual performance of its obligations under this agreement,...provided that the amount will not be increased more often than annually, and the amount will be reasonable under the circumstances.”

Q19. Art. 17 (pp. 30-31). Insurance: Our Risk Management department has requested the following changes:

- a. 17.1(1) – In third sentence please add: “...additional insured as their interest may appear for liabilities arising out of the conduct of the Concessionaire.”
- b. 17.1(2) – In the first sentence please strike “independent contractors,” as independent contractors shall obtain their own coverage.
- c. 17.1(2) – In the second sentence please add “...additional insured as their interest may appear for liabilities arising out of the conduct of the Concessionaire.”
- d. 17.2 – Please strike the third sentence (in parenthesis). As a privately held company, our insurance policies are not open to inspection by any third party, insured or otherwise.

Answer: The Authority is willing to make the changes requested in parts a, b, and c. As to part d, the Authority is not willing to strike the sentence as requested, but

is willing to modify it to the effect that the Authority reserves the right to request and require Concessionaire to provide a copy of any such policy for the Authority's inspection, provided that as an alternative, Concessionaire may satisfy such requirement by providing the policy to a third party insurance consultant, selected by the Authority, so that the policy may be inspected on the Authority's behalf without making the policy a public record.

Q 20. Please provide the flight operations statistics by month and category (e.g Air Carrier, Air Taxi, General Aviation, Military) for each of the last 3 calendar years, as it is important for prospective bidders to have an accurate picture of the business mix at the airport.

Answer: See Answer to Q.1. Please refer to the attachments included as part of this addendum.

Q.21 In relation to the Operating Standard how often does the Authority act as the rental car company's agent? And how often has this occurred within the last 12 months versus the last two or three years?

Answer: Historically, the Authority has served as the rental car company agent during the hours that the rental car company does not have personnel on site.

Between May 1 and October 31, the frequency is an average of 7-10 times per month. Between November 1 and April 30, the frequency is on average 2-4 times per month.

Q.22 RFB Part C Sec 4.4 (p 17) (see also Agreement Sec 6.4) Courtesy Vehicles- How often are all four courtesy vehicles being used? How often are the courtesy vehicles being used longer than the 2-hour period?

Answer: No data available. This data has never been collected.

Q.23 How will the MAG (Minimum Annual Guarantee) abatement provision trigger if the Authority does not track Enplanement statistics?

Answer: The MAG abatement provision is based on the number of flight operations, not enplaned passengers.

Q.24 RFB Part C, Sec. 3.2 (p 15) (see also Agreement Sec. 6.1(3) Operating Standards | Standards of Operation. During the pre-bid meeting the Authority stated that the successful proposer must staff the customer transaction counter no less than 8 am to 8 pm from October 1 through April 30. Will the Authority please update the RFB and Agreement to state that the Concessionaire must staff the customer transaction counter from 8 am to 8 pm October 1st through April 30th?

Answer: See Part C, C.03 Operational Policies, Item 2. Operating Standards, first paragraph, third sentence. Change to read: Facilities must be open and staffed from 8:00am to 8:00pm from October 1 through April 30 and from 9:00am to 5:00pm May 1 through September 30.

Q.25 With 4 ready to Lease vehicles for after-hours rentals, how often is the Authority acting as the Concessionaire's agent – over the course of the last 3 years? Further, has 2020 been similar or is this happening more often?

Answer: Refer to the response to question 21 above.

Q.26 The abatement trigger today is at 80% with 20% reduction. Is there any discussion on movement to the industry standard of 85%? RFB Sec 5.1 (p 8) MAG Abatement-We respectfully request the abatement trigger be changed from 80% to 85%. A 20% decline in flight operations realistically means a 20% reduction in rental car business and is well beyond the point of catastrophic impact to Concessionaire. Will the Authority please change 20% to 15% as the threshold for abatement to trigger and update the abatement language provision as follows:

MAG Abatement language: If for any reason the number of flight operations at the Airport during any one (1) month period is lower than eighty-five percent (85%) of the number of such flight operations for the same one (1) month period as compared to calendar year 2020, the MAG shall be abated/waived (an "Abatement Condition"). The Percentage Fee of 10% will continue to be due during the Abatement Condition. If the major flight operations reduction continues for additional months, the abatement/waiver will continue until there is a month when flight operations do not fall below the fifteen percent (15%) decline threshold. This major flight operations reduction can only be identified after any 1-month period ends; however, the major flight operations reduction exists for any one-month period when that month had 85% or fewer flight operations. Overpayments of the MAG will be credited to the Concessionaire within thirty (30) days after the 15% decline has been determined, and any additional overpayments will be credited to Concessionaire during the year-end reconciliation process described in Section 5.1.

Whenever an Abatement Condition occurs, the MAG payable by Concessionaire shall be abated and such abatement shall continue until such time as the Abatement Condition is extinguished meaning, flight operations volumes for any calendar month return to 85% of the same calendar month for calendar year 2020 (a "MAG Reinstatement Condition"). For greater clarity, the annual MAG amount shall be reduced by 1/12th of the original amount for each month of abatement in any Agreement year and Concessionaire shall owe as concession fees for such year as the greater of (a) the revised MAG amount or (b) 10% of Concessionaire's Gross Revenue for the full Agreement year. The dollar amount of any abatement of the MAG for any Agreement year shall be equal to the product arrived at by multiplying the MAG for such Agreement year by a fraction, the numerator of which is the number of months

that such condition continues to exist during any Agreement year and the denominator of which is 12. For example, if the MAG for a particular Agreement year was \$120,000 and such condition continues to exist for 2 months (i.e. 2/12) during that Agreement year, then the amount of the abatement would be \$20,000 and the MAG for that Agreement year would be reduced to \$100,000 or 10/12th. Further, MAG Abatement Relief with year-end reconciliation will be based on the concession fee (e.g., 10%) payment total for all twelve months of the Agreement year as compared to the total Agreement year's reduced MAG. So for year-end reconciliation purposes (using a two-month MAG waiver period as an example), concession fee (e.g., 10%) payment totals for the full twelve-month period would be used to offset the 10/12ths' MAG amount over this same twelve-month (Agreement year) period.

When MAGs are abated or where the Authority can reasonably determine in advance that an Abatement Condition is likely, the Concessionaire shall be relieved of its obligations to remit monthly MAG installment payments, if any, until the applicable MAG Reinstatement Condition is met."

Answer: No change.

Item 2. ATTACHMENTS

- 1. 2017 Operations Overflight Data**
- 2. 2018 Operations Overflight Data**
- 3. 2019 Operations Overflight Data**

Submittals are due by 2:00 p.m., local time on December 14, 2020. Incorporation of this addendum must be acknowledged on the Bidder/Proposer's Certification Form. Failure to comply with this requirement may result in the being considered non-responsive.

DocuSigned by:

FA068A66127C4A5...

Melissa M. Wendel, CPPO
Procurement Manager

cc: Gregory S. Hagen, Port Authority Attorney's Office
Scott Sheets, Director, Page Field
Jonathan Buff, General Manager, Page Field
Megan Wilson, Procurement Agent

2017 AIRPORT OPERATIONS

PAGE FIELD

MONTH	ITINERANT										LOCAL			TOTAL AIRPORT OPERATIONS
	IFR					VFR					CIVIL	MILITARY	TOTAL LOCAL	
	AC	AT	GA	MI	TOTAL IFR ITINERANT	AC	AT	GA	MI	TOTAL VFR ITINERANT				
JAN	0	245	1430	10	1685	0	23	3796	6	3825	3808	2	3810	9320
FEB	0	270	1527	1	1798	0	17	4071	0	4088	4257	0	4257	10143
MAR	14	359	1558	10	1941	0	24	4427	1	4452	4166	20	4186	10579
APR	0	277	1496	2	1775	0	16	4082	0	4098	3941	0	3941	9814
MAY	0	232	1081	0	1313	0	18	3343	2	3363	3643	0	3643	8319
JUN	0	93	855	5	953	0	4	2184	0	2188	2987	2	2989	6130
JUL	0	87	815	2	904	0	17	2532	2	2551	3226	0	3226	6681
AUG	0	94	832	2	928	0	17	2739	0	2756	3231	0	3231	6915
SEP	0	166	947	6	1119	0	8	2144	3	2155	2193		2193	5467
OCT	0	214	1136	3	1353	0	17	2449	9	2475	2987	2	2989	6817
NOV	0	298	1442	4	1744	0	25	2908	1	2934	3101	2	3103	7781
DEC	0	308	1304	0	1612	0	20	3278	0	3298	2379	0	2379	7289
TOTALS	14	2643	14423	45	17,125	0	206	37953	24	38,183	39919	28	39947	95,255

MONTH	OVERFLIGHTS										TOTAL OVERFLIGHTS
	IFR					VFR					
	AC	AT	GA	MI	IFR TOTAL	AC	AT	GA	MI	VFR TOTAL	
JAN	0	0	0	0	0	0	1	301		302	302
FEB	0	0	0	0	0	0	0	394	0	394	394
MAR	0	0	0	0	0	0	0	521	0	521	521
APR	0	0	0	0	0	0	0	375	0	375	375
MAY	0	0	0	0	0	0	4	336	0	340	340
JUN	0	0	0	0	0	0	2	345	4	351	351
JUL	0	0	0	0	0	0	4	356	0	360	360
AUG	0	0	0	0	0	0	0	343	0	343	343
SEP	0	0	0	0	0	0	0	385	2	387	387
OCT	0	0	0	0	0	2	0	226	4	232	232
NOV	0	0	0	0	0	0	1	201	4	206	206
DEC	0	0	0	0	0	0	0	219	0	219	219
TOTALS	0	0	0	0	0	2	12	4002	14	4030	4,030

AC = Air Carrier
AT = Air Taxi
GA = General Aviation
MI = Military

2018 AIRPORT OPERATIONS

PAGE FIELD

MONTH	ITINERANT										LOCAL			TOTAL AIRPORT OPERATIONS
	IFR					VFR					CIVIL	MILITARY	TOTAL LOCAL	
	AC	AT	GA	MI	TOTAL IFR ITINERANT	AC	AT	GA	MI	TOTAL VFR ITINERANT				
JAN		341	1470	3	1814		18	3481	6	3505	3110	8	3118	8437
FEB		334	1481	2	1817		11	3514	1	3526	3108		3108	8451
MAR		371	1575	6	1952		13	3556	2	3571	2888	4	2892	8415
APR		311	1306	2	1619		11	3477	14	3502	2874	12	2886	8007
MAY		234	1015	2	1251		18	2452		2470	3440	2	3442	7163
JUN		132	958	2	1092		12	3071		3083	3464		3464	7639
JUL		137	877	2	1016		12	2788	1	2801	3278	2	3280	7097
AUG		129	893	2	1024		9	3011		3020	3752	2	3754	7798
SEP	2	166	914	3	1085		31	2975		3006	3861		3861	7952
OCT		247	1329	5	1581		19	3444		3463	4117	6	4123	9167
NOV		288	1443	11	1742		9	3543	4	3556	3963	32	3995	9293
DEC		329	1464	2	1795	1	133	3003	2	3139	3463		3463	8397
TOTALS	2	3019	14725	42	17,788	1	296	38315	30	38,642	41318	68	41386	97,816

MONTH	OVERFLIGHTS										TOTAL OVERFLIGHTS
	IFR					VFR					
	AC	AT	GA	MI	IFR TOTAL	AC	AT	GA	MI	VFR TOTAL	
JAN					0		3	251		254	254
FEB					0			335	1	336	336
MAR					0			313	1	314	314
APR					0		5	289		294	294
MAY					0			301		301	301
JUN					0		1	351		352	352
JUL					0		6	277	2	285	285
AUG					0			381		381	381
SEP					0		2	298		300	300
OCT					0			351	2	353	353
NOV					0			358		358	358
DEC					0			311		311	311
TOTALS	0	0	0	0	0	0	17	3816	6	3839	3,839

AC = Air Carrier
AT = Air Taxi
GA = General Aviation
MI = Military

2019 AIRPORT OPERATIONS

PAGE FIELD

MONTH	ITINERANT										LOCAL			TOTAL AIRPORT OPERATIONS
	IFR					VFR					CIVIL	MILITARY	TOTAL LOCAL	
	AC	AT	GA	MI	TOTAL IFR ITINERANT	AC	AT	GA	MI	TOTAL VFR ITINERANT				
JAN	0	291	1745	10	2046	0	6	3792	16	3814	3460		3460	9320
FEB	0	259	1882	8	2149	0	10	3362	2	3374	3458	22	3480	9003
MAR	11	489	2201	20	2721	0	10	4062	3	4075	4264	26	4290	11086
APR	0	336	1824	10	2170	0	9	3894	2	3905	4001	0	4001	10076
MAY	0	238	1285	5	1528	0	12	3656	3	3671	4093	2	4095	9294
JUN	0	161	1253	9	1423	0	17	3063	4	3084	4072	4	4076	8583
JUL	0	187	1189	7	1383	0	16	3254	4	3274	4684	2	4686	9343
AUG	0	187	1149	10	1346	0	10	2812	0	2822	3787	10	3797	7965
SEP	0	248	1251	34	1533	0	19	3238	7	3264	4233	0	4233	9030
OCT	0	315	1728	0	2043	0	25	3530	2	3557	5084	8	5092	10692
NOV	0	371	2097	0	2468	0	16	4033	4	4053	5164	0	5164	11685
DEC	9	459	1968	9	2445	0	16	3206	7	3229	4252	0	4252	9926
TOTALS	20	3541	19572	122	23,255	0	166	41902	54	42,122	50552	74	50626	116,003

MONTH	OVERFLIGHTS										TOTAL OVERFLIGHTS
	IFR					VFR					
	AC	AT	GA	MI	IFR TOTAL	AC	AT	GA	MI	VFR TOTAL	
JAN	0	0	2	0	2	0	0	390	0	390	392
FEB	2	0	0	0	2	0	2	495	2	499	501
MAR	0	0	4	0	4	0	0	530	4	534	538
APR	0	0	0	0	0	0	0	658	0	658	658
MAY	0	0	0	0	0	0	0	456	0	456	456
JUN	0	0	0	0	0	4	0	436	0	440	440
JUL	3	0	3	0	6	0	0	490	0	490	496
AUG	0	0	0	0	0	0	0	461	0	461	461
SEP	2	0	0	0	2	0	0	511	0	511	513
OCT	2	0	0	0	2	0	0	573	0	573	575
NOV	0	0	0	0	0	0	0	584	0	584	584
DEC	0	0	0	0	0	0	0	455	2	457	457
TOTALS	9	0	9	0	18	4	2	6039	8	6053	6,071

AC = Air Carrier
AT = Air Taxi
GA = General Aviation
MI = Military



Purchasing Office
11000 Terminal Access Road, Suite 8671
Fort Myers, FL 33913
(239) 590-4556

ADDENDUM No. 3

ISSUE DATE: 12/09/2020

REQUEST FOR BIDS NO. 21-02MLW, ON- AIRPORT RENTAL CAR CONCESSION AND COUNTER SPACE LEASE PAGE FIELD AIRPORT

Interested parties are officially informed that the referenced solicitation is hereby revised, changed, and/or supplemented as set forth below. The information in this addendum is hereby incorporated into and made a part of the solicitation documents as if contained in the originally issued document.

Item 1. QUESTIONS AND RESPONSES:

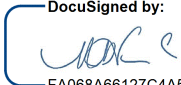
Q 1: We respectfully request the 2020 Operations-Overflights information also be shared with the prospective bidders, understanding that it may only be through October or November 2020.

Answer: Please refer to the attachment that is included as part of this addendum.

Submittals are due by 2:00 p.m. on December 14, 2020. Incorporation of this addendum must be acknowledged on the Bidder/Proposer's Certification Form. Failure to comply with this requirement may result in the bid being considered non-responsive.

Item 2. ATTACHMENT

1. 2020 Operations Overflight Data

DocuSigned by:

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Melissa M. Wendel, CPPO
Procurement Manager

cc: Gregory S. Hagen, Port Authority Attorney's Office
Scott Sheets, Department Director
Jonathan Buff, General Manager, Page Field
Megan Wilson, Procurement Agent

2020 AIRPORT OPERATIONS

PAGE FIELD

MONTH	ITINERANT										LOCAL			TOTAL AIRPORT OPERATIONS
	IFR					VFR					CIVIL	MILITARY	TOTAL LOCAL	
	AC	AT	GA	MI	TOTAL IFR ITINERANT	AC	AT	GA	MI	TOTAL VFR ITINERANT				
JAN	0	368	2092	1	2461	0	18	4130	3	4151	5071	16	5087	11699
FEB	8	462	2086	2	2558	0	21	4243	10	4274	4845		4845	11677
MAR	0	322	2016	21	2359	0	18	4253	5	4276	6077	4	6081	12716
APR	0	185	992	8	1185	0	8	2129	0	2137	2309	6	2315	5637
MAY	0	352	1618	16	1986	0	30	3319	0	3349	4352	14	4366	9701
JUN	0	340	1843	36	2219	0	32	3418	5	3455	5704	2	5706	11380
JUL	0	189	1379	12	1580	0	24	3507	2	3533	5130	10	5140	10253
AUG	0	180	1344	11	1535	0	10	3192	0	3202	5542	0	5542	10279
SEP	0	248	1464	4	1716	0	49	3169	0	3218	5137	0	5137	10071
OCT	0	346	1944	20	2310	0	25	3832	0	3857	6222	2	6224	12391
NOV	0	352	1826	29	2207	0	43	3073	0	3116	4304	0	4304	9627
DEC					0					0			0	0
TOTALS	8	3344	18604	160	22,116	0	278	38265	25	38,568	54693	54	54747	115,431

MONTH	OVERFLIGHTS										TOTAL OVERFLIGHTS
	IFR					VFR					
	AC	AT	GA	MI	IFR TOTAL	AC	AT	GA	MI	VFR TOTAL	
JAN	0	0	0	0	0	0	0	537	2	539	539
FEB	0	0	0	0	0	0	0	584		584	584
MAR	0	0	0	0	0	0	0	542	0	542	542
APR	0	0	0	0	0	0	0	392	0	392	392
MAY	0	0	4	0	4	0	31	494	0	525	529
JUN	0	0	0	0	0	0	41	497	6	544	544
JUL	6	0	0	0	6	0	64	532	4	600	606
AUG	4	0	0	0	4	0	24	525	0	549	553
SEP	4	0	2	0	6	0	37	447	0	484	490
OCT	0	0	0	0	0	0	52	579	2	633	633
NOV	0	0	6	0	6	0	74	418	0	492	498
DEC					0					0	0
TOTALS	14	0	12	0	26	0	323	5547	14	5884	5,910

AC = Air Carrier
AT = Air Taxi
GA = General Aviation
MI = Military

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 information for bidders, special instructions and requirements, scope of services, insurance and bond requirements, and forms. I acknowledge receipt and incorporation of the following addenda. The cost, if any, of such revisions has been included in the price of the bid.

Addendum No. 1; dated 11/16/2020. Addendum No. 3; dated 12/9/2020.
Addendum No. 2; dated 12/7/2020. Addendum No. ; dated .

I hereby propose to provide services requested in this RFB. I agree to hold pricing for at least 150 calendar days to allow the Authority time to properly evaluate bids. I agree that the terms and conditions contained in the RFB take precedence over any conflicting terms and conditions submitted with my bid and I agree to abide by all conditions of this RFB document.

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

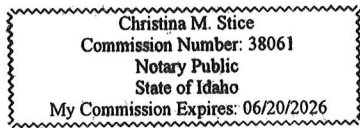
I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company, or corporation submitting a bid for the same product or service; no officer, employee or agent of the Authority or of any other company who 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.

GITIBIN & ASSOCIATES, INC.
NAME OF BUSINESS
Mike Morris
AUTHORIZED SIGNATURE
MIKE MORRIS, VP
NAME, TITLE, TYPED
33 068 4706
FEDERAL IDENTIFICATION #

4320 CAMPUS DRIVE
MAILING ADDRESS
NEWPORT BEACH CA 92660
CITY, STATE & ZIP CODE
949 209 5062 / 949 209 2598
TELEPHONE NUMBER / FAX NUMBER
MIKEM@GORENTALS.COM
EMAIL ADDRESS

STATE OF Idaho
COUNTY OF Blaine

The foregoing instrument was signed and acknowledged before me, by physical means of X physical presence or online notarization (check one) this 1 day of December, 2020, by Mike Morris who produced the following as identification CA DL or is personally known to me, and who did/did not take an oath.



Christina M. Stice
Notary Signature
38061
Serial/Commission No.



Purchasing Office
11000 Terminal Access Road, Suite 8671
Fort Myers, FL 33913
(239) 590-4556

ADDENDUM No. 1

ISSUE DATE: 11/16/2020

**REQUEST FOR BIDS NO. 21-02MLW, ON- AIRPORT RENTAL CAR CONCESSION
AND COUNTER SPACE LEASE PAGE FIELD AIRPORT**

Interested parties are officially informed that the referenced solicitation is hereby revised, changed, and/or supplemented as set forth below. The information in this addendum is hereby incorporated into and made a part of the solicitation documents as if contained in the originally issued document.

Item 1. CLARIFICATIONS

ITEM 1: Cover sheet. An error was made regarding the day of the pre-bid. The Non- Mandatory Pre-Bid Meeting will be held next Monday, November 23, 2020 at 10:00am.

ITEM 2: Cover Sheet. An error was made regarding the day of the Deadline for Inquires and Clarifications Requests. The Deadline for Inquires and Clarifications is Monday, November 30, 2020 by 5pm.

ITEM 3: Section C.04, page 17, Business Terms, #2 Rentals and Fees, Letter B, Ready/Return Space Use Charge. The section should read as follows:

The concessionaire shall pay a monthly ready/return space use charge of \$20 per space for ten (10) spaces. Additional ready/return spaces may be available as required by concessionaire at an additional charge of \$20 per space per month.

Submittals are due by 2:00 p.m. on December 14, 2020. Incorporation of this addendum must be acknowledged on the Bidder/Proposer's Certification Form. Failure to comply with this requirement may result in the bid being considered non-responsive.

DocuSigned by:

Melissa Wendel

FA006A60127C4A5...

Melissa M. Wendel, CPPO
Procurement Manager

cc: Gregory S. Hagen, Port Authority Attorney's Office
Scott Sheets, Department Director
Megan Wilson, Procurement Agent



Purchasing Office
11000 Terminal Access Road, Suite 8671
Fort Myers, FL 33913
(239) 590-4556

ADDENDUM No. 2
ISSUE DATE: December 7, 2020

REQUEST FOR BIDS NO. 21-02MLW
ON-AIRPORT RENTAL CAR CONCESSION AND COUNTER SPACE LEASE
PAGE FIELD AIRPORT

Interested parties are officially informed that the referenced solicitation is hereby revised, changed, and/or supplemented as set forth below. The information in this addendum is hereby incorporated into and made a part of the solicitation documents as if contained in the originally issued document.

Item 1. **QUESTIONS AND RESPONSES:** The following questions were received on or before the date and time set for receipt of questions and clarification requests. Responses are provided as follows:

Q1: Please provide the deplaning passenger flight statistics by month and category (e.g. Air Carrier, AirTaxi, General Aviation, Military) for each of the last three (3) calendar years, as it is important for prospective bidders to have an accurate picture of the business mix at the airport.

Answer: Page Field airport is a general aviation airport. As such, this data is not collected and is therefore unavailable. Please see C.01, Item 1. Airport Characteristics which provides a summary of recent business operation activities.

Q2: What percentages of deplaning passengers utilize car rental operations at the airport?

Answer: This data is not collected and is therefore unavailable. Please see C.01, Item 1. Airport Characteristics, last sentence which provides the annual count of rental car transactions for 2018 and 2019 and a six month count for 2020.

Q3. Please provide the rental car revenues by month for Calendar Years 2018, 2019 and 2020, if possible, through the end of November 2020.

that such condition continues to exist during any Agreement year and the denominator of which is 12. For example, if the MAG for a particular Agreement year was \$120,000 and such condition continues to exist for 2 months (i.e. 2/12) during that Agreement year, then the amount of the abatement would be \$20,000 and the MAG for that Agreement year would be reduced to \$100,000 or 10/12th. Further, MAG Abatement Relief with year-end reconciliation will be based on the concession fee (e.g., 10%) payment total for all twelve months of the Agreement year as compared to the total Agreement year's reduced MAG. So for year-end reconciliation purposes (using a two-month MAG waiver period as an example), concession fee (e.g., 10%) payment totals for the full twelve-month period would be used to offset the 10/12ths' MAG amount over this same twelve-month (Agreement year) period.

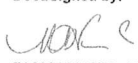
When MAGs are abated or where the Authority can reasonably determine in advance that an Abatement Condition is likely, the Concessionaire shall be relieved of its obligations to remit monthly MAG installment payments, if any, until the applicable MAG Reinstatement Condition is met."

Answer: No change.

Item 2. ATTACHMENTS

- 1. 2017 Operations Overflight Data**
- 2. 2018 Operations Overflight Data**
- 3. 2019 Operations Overflight Data**

Submittals are due by 2:00 p.m., local time on December 14, 2020. Incorporation of this addendum must be acknowledged on the Bidder/Proposer's Certification Form. Failure to comply with this requirement may result in the being considered non-responsive.

DocuSigned by:

FA068A66127C4A5

Melissa M. Wendel, CPPO
Procurement Manager

cc: Gregory S. Hagen, Port Authority Attorney's Office
Scott Sheets, Director, Page Field
Jonathan Buff, General Manager, Page Field
Megan Wilson, Procurement Agent



Purchasing Office
11000 Terminal Access Road, Suite 8671
Fort Myers, FL 33913
(239) 590-4556

ADDENDUM No. 3

ISSUE DATE: 12/09/2020

**REQUEST FOR BIDS NO. 21-02MLW, ON- AIRPORT RENTAL CAR CONCESSION
AND COUNTER SPACE LEASE PAGE FIELD AIRPORT**

Interested parties are officially informed that the referenced solicitation is hereby revised, changed, and/or supplemented as set forth below. The information in this addendum is hereby incorporated into and made a part of the solicitation documents as if contained in the originally issued document.

Item 1. QUESTIONS AND RESPONCES:

Q 1: We respectfully request the 2020 Operations-Overflights information also be shared with the prospective bidders, understanding that it may only be through October or November 2020.

Answer: Please refer to the attachment that is included as part of this addendum.

Submittals are due by 2:00 p.m. on December 14, 2020. Incorporation of this addendum must be acknowledged on the Bidder/Proposer's Certification Form. Failure to comply with this requirement may result in the bid being considered non-responsive.

Item 2. ATTACHMENT

1. 2020 Operations Overflight Data

DocuSigned by:

FA068A66127C4A5...

Melissa M. Wendel, CPPO
Procurement Manager

cc: Gregory S. Hagen, Port Authority Attorney's Office
Scott Sheets, Department Director
Jonathan Buff, General Manager, Page Field
Megan Wilson, Procurement Agent

FORM 2: OFFICIAL BID FORM
RFB 21-02 MLW

BIDDER'S NAME: GITBIN & ASSOCIATES, INC.

BIDS ARE DUE ON: MONDAY, DECEMBER 14, 2020 PRIOR TO 2:00 P.M. LOCAL TIME

Lee County Port Authority Purchasing Office
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, Information to Bidders, Special Instructions and Requirements, Scope of Services, Insurance and Bonding Requirements, Forms, and other contract documents, and having fulfilled bid requirements herein, agrees to furnish all labor, materials, equipment, and other incidental items, facilities and services necessary to perform:

**ON-AIRPORT RENTAL CAR CONCESSION
& COUNTER SPACE LEASE AT PAGE FIELD AIRPORT**

in full accordance with the solicitation and contract documents and, if awarded the contract, I agree to perform services as specified for the pricing awarded, which is based on the following bid schedule expressed numerically and in writing:

MINIMUM ANNUAL GUARANTEE – CONTRACT YEAR 1

\$ 70,000.00
(Numerical)

\$ SEVENTY THOUSAND DOLLARS
(Written)

FORM 3: LOBBYING AFFIDAVIT

MIKE MORRIS, being first duly sworn, deposes and says that he or she is the (circle one as appropriate – sole owner, general partner, joint venture partner, president, secretary or authorized representative of bidder), maker of the attached bid and that neither the bidder nor its agents have lobbied to obtain an award of the agreement pursuant to 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 competitive solicitation.

Bidder further affirms that bidder has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. 1352 and 49 CFR Part 20 and Lee County Lobbying Ordinance No. 03-14.

AFFIANT: Mr Morris

Date: 11/30/2020

STATE OF Idaho
COUNTY OF Blaine

The foregoing instrument was signed and acknowledged before me, by physical means of X physical presence or ___ online notarization (check one) this 1 day of December, 2020, by Mike Morris who produced the following as identification CA DL or is personally known to me, and who did/did not take an oath.

Christina M. Stice
Commission Number: 38061
Notary Public
State of Idaho
My Commission Expires: 06/20/2026

Christina M. Stice
Notary Signature
38061
Serial/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: GITIBIN & ASSOCIATES, INC.

STATE OF Idaho
COUNTY OF Blaine

The foregoing instrument was signed and acknowledged before me, by physical means of physical presence or online notarization (check one) this 1 day of December, 2020, by Mike Morris who produced the following as identification CA 02 or is personally known to me, and who did/did not take an oath.

Christina M. Stice
Commission Number: 38061
Notary Public
State of Idaho
My Commission Expires: 06/20/2026

Christina M. Stice

Notary Signature

38061

Serial/Commission No.

Note: This form must be submitted with the bidder's bid submittal

FORM 5: BIDDER'S SCRUTINIZED COMPANIES CERTIFICATION

Bidder hereby certifies under penalties of perjury as of the date of this bid 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.

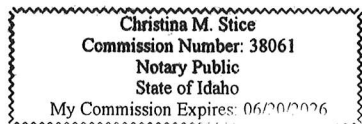
I further certify that I am duly authorized to submit this certification on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

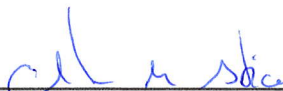
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE LEE COUNTY PORT AUTHORITY IS FOR THAT PUBLIC ENTITY ONLY AND, THAT FALSIFICATION OF THIS CERTIFICATION MAY RESULT IN TERMINATION OF THE CONTRACT, DEBARMENT OF THE COMPANY FROM SUBMITTING A BID OR PROPOSAL FOR A PERIOD OF 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.


Authorized Signature

State of: Idaho
County of: Blaine

The foregoing instrument was signed and acknowledged before me, by physical means of X physical presence or ___ online notarization (check one) this 1 day of December, 2020, by Mike Morris who produced the following as identification CA DL or is personally known to me, and who did/did not take an oath.




Notary Signature
38061
Serial/Commission No.

Note: This form must be submitted with the bidder's bid submittal

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__

Specify the current Lee County location for equipment, materials and personnel that will be used full time on this project (attach additional pages if necessary):

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.

MIKE MORRIS
Printed Name
VP
Title
Mike Morris
Signature

STATE OF Idaho
COUNTY OF Blaine

The foregoing instrument was signed and acknowledged before me, by physical means of physical presence or ___ online notarization (check one) this 1 day of December, 2020, by Mike Morris who produced the following as identification CA DL or is personally known to me, and who did/did not take an oath.

Christina M. Stice
Commission Number: 38061
Notary Public
State of Idaho
My Commission Expires: 06/20/2026

Christina M. Stice
Notary Signature
38061
Serial/Commission No.

[Remainder of page intentionally left blank]

FORM 7: NO BID SUBMISSION. Submission of this form is optional.

Return this form to the Purchasing Office if not submitting a bid. Please indicate the reason(s) by checking any appropriate item(s) listed below. Submit to: PROCUREMENT MANAGER by email at mmwendel@FlyLCPA.com or by mail to 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

_____ Cannot meet the scope of work or specifications

Circle one - Scope of Services/Specifications are:

not applicable	too rigid	too vague
not clearly understood	insufficient time allowed for preparation	

_____ Other reason(s): _____

How did you learn about this solicitation?

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

Company _____

Representative _____

Telephone _____ Fax: _____

Email Address: _____

DATE: _____

CONTRACT SUMMARY

- Concessionaire: Gitibin & Associates, Inc.
- Premises: counter space (approx. 213 s.f.) and an adjacent storage room (approx. 105 s.f.) on the first floor of the “Base Ops” general aviation terminal building at Page Field
- Term: Initial term commences May 1, 2021, and will continue until April 30, 2023. The Authority will have two successive options (subject to rejection by the Concessionaire) to extend the term for a period of two years each (i.e. to April 30, 2025, and again to April 30, 2027).
- Rents and Fees: Monthly payments of the following:
- (1) Privilege fee equal to the greater of:
 - (a) 10% of “Chargeable Gross Revenue”; or
 - (b) 1/12 of the “Minimum Annual Guarantee” (MAG);
 - (2) Counter Space and Storage Room Rent of \$500.00;
 - (3) Building Service Fee of \$125.00;
 - (4) Ready Return Space Use Charge of \$200.00; and
 - (5) Handling Fee of \$25.00 per customer transaction handled by the Authority’s staff.
- MAG is:
- (a) \$70,000.00 from May 1, 2021, through April 30, 2022
 - (b) MAG then continues at the higher of:
 - (i) 80% of the actual privilege fee for the immediately preceding one-year period (May 1 through April 30); or
 - (ii) \$70,000.00
- Security: \$35,000.00
- Insurance Req’d: Business Auto and Umbrella Liability: \$3 million per accident
Commercial General Liability: \$2 million
Workers’ Compensation: as required by Florida law

Note: *These pages are intended as a general summary only, for ease of review, and are not a part of the contract. In the event of any conflict between these pages and the proposed contract, the contract (being more precise) will prevail.*

**ON-AIRPORT RENTAL CAR CONCESSION AGREEMENT
AND COUNTER SPACE LEASE
FOR PAGE FIELD**

THIS CONCESSION AGREEMENT is made and entered into this _____ day of _____, 2021, by and between **LEE COUNTY PORT AUTHORITY**, a special district and political subdivision of the State of Florida (herein referred to as the "Authority"), with offices at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913 and **GITIBIN & ASSOCIATES, INC.**, a California corporation (herein referred to as the "Concessionaire"), with offices at 4320 Campus Drive, Newport Beach, CA 92660.

Background

Page Field (the "Airport"), in Lee County, Florida 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 90-02, as amended, Lee County has vested the Port Authority with the power to operate the Airport, to lease premises and facilities on the Airport, and to grant related rights and privileges. Accordingly, in entering this agreement, the Authority is acting as agent for Lee County, and Lee County (as owner of the Airport and the leased premises) will, upon execution of this agreement by the Authority, become duly bound by the terms hereof.

The Authority has determined automobile rental services at the Airport are desirable for proper accommodation of persons

arriving and departing from the Airport. The Concessionaire is in the automobile rental service business and is willing to provide those services.

NOW THEREFORE, in consideration of the mutual promises herein, the Authority and Concessionaire agree as follows:

ARTICLE 1
DESCRIPTION OF LEASED PREMISES

Subject to the terms, covenants, and conditions contained herein, the Authority does hereby demise and lease to Concessionaire the following described real property (hereinafter the "premises" or the "leased premises"):

The counter space on the first floor of the Airport's general aviation terminal building (also known as "Base Operations at Page Field"), shown on Exhibit A hereto (comprising approximately 213 square feet) plus an adjacent storage room (comprising approximately 105 square feet.)

ARTICLE 2
TERM

Section 2.1 Initial term. The initial term of this agreement will commence on May 1, 2021, and will continue until April 30, 2023, at 11:59 p.m., unless extended at the sole discretion of the Authority as described below.

Section 2.2 Authority's option to extend the term; Concessionaire's option to reject extension. Upon the expiration of the initial term of this agreement, the Authority shall have the option to extend the term for an additional period of two (2) years immediately following the initial term, i.e, to April 30, 2025, by giving the Concessionaire written notice, in the manner set forth below, no earlier than eighteen (18) months and no

later than two (2) months prior to the expiration of the initial term, or any extension term, of the Authority's intent to exercise this option. The Authority's exercise of this option shall be effective unless Concessionaire objects by giving the Authority written notice within thirty (30) days after the date of the Authority's notice. Any term extensions shall be under the same terms and conditions as the initial term.

Section 2.3 Authority's second option to extend the term; Concessionaire's option to reject extension. If the term is extended pursuant to Section 2.2 above, then the Authority shall have an option to extend the term for an additional period of two (2) years, i.e., to April 30, 2027, by giving the Concessionaire written notice, in the manner set forth below, no earlier than October 31, 2023, and no later than February 28, 2025, of the Authority's intent to exercise this option. The Authority's exercise of this option shall be effective unless Concessionaire objects by giving the Authority written notice within thirty (30) days after the date of the Authority's notice.

ARTICLE 3
CONCESSION PRIVILEGES GRANTED

During the term of this agreement, Concessionaire shall have the nonexclusive right to operate a rental car concession at the Airport, and to operate its courtesy vehicles on the public roadways of the Airport, subject to the provisions of Article 6 herein. Concessionaire hereby authorizes the Authority staff to act as Concessionaire's agent, during the term of this agreement, for the limited purpose of soliciting preliminary information

necessary to prepare, and actually preparing and executing, car rental contracts, and delivering possession of rental vehicles to Concessionaire's customers, when customer service is required outside of Concessionaire's operating hours.

In the event that any contract granted by the Authority to any other automobile rental operator at the Airport shall contain any terms and conditions more favorable to such operator than the terms and conditions herein stated (other than the number of allocated parking spaces and the location of the leased space, or lack thereof) then, at the option of Concessionaire, this agreement shall be amended to include such more favorable terms and any offsetting burdens that are in the contract of such other automobile rental operator. The intent of this provision is to ensure that Concessionaire will be able to compete on terms as equal as possible with all other automobile rental operators operating on the Airport and to ensure that no such other concessionaire shall enjoy any rights or privileges more favorable to such concessionaire than those enjoyed by the Concessionaire herein.

ARTICLE 4
USE OF LEASED PREMISES

Concessionaire shall have the right to use the leased premises solely for serving customers of its rental car business. Concessionaire shall not use or permit the use of the leased premises or any part thereof for any other purpose, except upon prior written consent of the Authority's Executive Director or his or her designee. Prohibited uses of the assigned space and

leased premises include, but are not limited to, auto sales or consignment, vehicle repair, storage of vehicles not directly used in the Concessionaire's auto rental business, and any business enterprises (such as travel agency) that are not customarily part of the auto rental business.

Concessionaire agrees to refrain from and prevent any use of the leased premises or the Airport which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard. Concessionaire shall make no unlawful, improper, or offensive use of the premises.

ARTICLE 5
RENTS AND FEES TO BE PAID BY CONCESSIONAIRE

Section 5.1 Payments to Authority. Beginning on May 1, 2021, and continuing for and during the term of this agreement, Concessionaire will pay to the Authority, monthly, together with any applicable sales tax, the sum of charges (1) through (5), as follows:

- (1) a **Privilege Fee**, for the privilege of using the Airport and for the business benefits Concessionaire derives from the Airport, equal to the greater of:
 - (a) ten percent (10%) of Concessionaire's "Chargeable Gross Revenue" as that term is defined below; or
 - (b) one twelfth (1/12) of the "Minimum Annual Guarantee," as defined below, until Privilege Fees equal to (or greater than) the Minimum Annual Guarantee have been paid for that contract year (May 1 through the following April 30).
- (2) **Counter Space and Storage Room Rent** in the amount of \$500.00 per month.

- (3) a **Building Service Fee** in the amount of \$125.00 per month to compensate Authority for utilities, building maintenance, cleaning and provision of other services in the common areas of the building.
- (4) a **Ready Return Space Use Charge** of \$20.00 per space for ten (10) spaces, or \$200.00 per month. Additional ready return spaces may be made available upon request of concessionaire at the same rate of \$20.00 per space per month.
- (5) a **Handling Fee** of \$25.00 per rental transaction handled by the Authority pursuant to Article 3 above.

The Counter Space and Storage Room Rent, Building Service Fee, and the Ready Return Space Use Charge must be paid monthly in advance, without demand, setoff, or deduction, on or before the first day of each calendar month, to Lee County Port Authority, Finance Department, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, or such other place as the Authority may direct in writing.

The term "Minimum Annual Guarantee" (or "MAG") means:

- (a) for the period of May 1, 2021, through April 30, 2022, \$70,000.00.
- (b) for each subsequent one-year period beginning on May 1 during the term of this agreement, the higher of:
 - (i) Eighty percent (80%) of the actual Privilege Fee paid or payable by Concessionaire to Authority the immediately preceding contract year; or
- (c) \$70,000.00.

For each contract year, after the Privilege Fees paid have equaled or exceeded the MAG for that contract year, the monthly Privilege Fee due for the remainder of the contract year will be

the ten percent (10%) of Concessionaire's "Chargeable Gross Revenue" set forth above in item (1)(a) of this Section 5.1.

After the end of each contract year, there will be an annual reconciliation of all Privilege Fees paid by Concessionaire during that contract year, and any Privilege Fees paid in excess of the greater of ten percent (10%) of Concessionaire's "Chargeable Gross Revenue" or the MAG will be credited toward the Privilege Fees payable during the next contract year.

If the Authority leases space on the Airport to one or more additional rental car concessionaires (other than Concessionaire) during the term of this agreement, then the MAG will be reduced in proportion to the number of such additional rental car concessionaires (for example, if one additional concessionaire, the MAG will be reduced to one-half of the MAG defined above; if two additional concessionaires, the MAG will be reduced to one-third of the MAG defined above).

If the number of flight operations at the Airport during any calendar month is less than eighty percent (80%) of the number of flight operations during the corresponding calendar month in calendar year 2020, the minimum monthly payment will be abated for that month, and the MAG for the affected contract year will be prorated downward according to the number of months for which the minimum monthly payment was abated during that contract year.

Section 5.2 Privilege fee payment. The Privilege Fee is payable monthly at the Authority's address, without demand, setoff, or deduction, to:

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

or such other place as the Authority may direct in writing, as follows:

Twenty (20) days following the end of each calendar month of the term hereof, Concessionaire shall submit to the Authority's Finance Department, in the format shown on Exhibit "B" hereto (as may be amended from time-to-time by the Authority), and completed in detail satisfactory to the Authority, a "Monthly Statement of Gross Revenue," signed by a responsible accounting officer of Concessionaire, and accompanied by a check for the amount due the Authority for the covered month. Exhibit "B" shall be subject to, and be construed in accordance with, the definitions set forth in Section 5.4 below; in the event of any conflict between Exhibit "B" and Section 5.4, Section 5.4 will prevail. The Authority may, at its option, require Concessionaire to submit this form electronically. In addition, each month Concessionaire shall provide Authority with a computer file that details monthly revenue information by individual rental contract number (a uniquely numbered invoice shall be issued with each sale or transaction), for all cars rented at the Airport, having columns for, and showing, the following information for each transaction:

- (1) rental contract agreement number;
- (2) all contract-specific information for each rental contract, listed in a separate column, including but not necessarily limited to contract number, customer

name and driver names, addresses, phone numbers, car class, and car year, make, and model;

- (3) amounts charged or deducted for each item on each rental agreement, including but not necessarily limited to the time and mileage charges, sales tax, CDW, LDW, baby seats, navigation systems, and coupons;
- (4) amounts applied to each such item at the time the agreement is made;
- (5) amounts applied to each such item at the time the agreement is settled (car returned and payment made); and
- (6) in situations where Concessionaire has allocated amounts to categories in items (4) and (5) above based on agreements or information not a part of the individual rental agreement (for example, bundled package deals), include an explanation of the criteria used for such allocation.

Said computer file shall be in Microsoft Excel format (or in a format that can readily be converted to Microsoft Excel format), and submitted to the Authority on a Compact Disc (CD), unless the parties agree on another format or mode of submission. The total amounts of the revenue detailed in said monthly computer files must agree with the total monthly amounts reported on Exhibit B.

Section 5.3 Definitions related to calculation of percentage privilege fee.

"**Gross Revenue**" includes all amounts Concessionaire charges its customers (whether received or receivable, whether cash or credit, whether made by time or mileage or some other method, regardless of where or by whom the payment is made and regardless of where the vehicle is exchanged or returned, and without deduction of any "Incremental Discounts"), including, but not

limited to:

- (1) Rental of motor vehicles at the Airport, including but not limited to:
 - (a) charges for additional drivers, or for drivers being over or under any particular age; and
 - (b) fees for upgrades, late fees, facility charges, fuel, fueling, refueling, and any other type of charges, surcharges, taxes, or fees now or hereafter made or assessed to Concessionaire's customers; and
 - (c) any amount that Concessionaire charges customers to pass through or recover the privilege fees, rent, or any other amounts paid or payable to the Authority (whether characterized as a "concession recovery fee," "airport concession fee," or otherwise); plus
- (2) Any item or service sold, rented, or provided, including, but not limited to:
 - (a) accessories and equipment (including, but not limited to, wireless telephones, child seats, bike racks, luggage racks, maps, navigation systems, and other items of personal property);
 - (b) collision damage waiver (CDW) and loss damage waiver (LDW); and
 - (c) personal accident insurance, personal effects insurance, supplemental liability insurance (SLI), and any other insurance now or hereafter offered; plus
 - (d) "Excludable Amounts" (as defined below).

"Chargeable Gross Revenue" means "Gross Revenue" less "Excludable Amounts."

"Excludable Amounts" means:

- (1) the six percent (6%) Florida State sales tax (or such other sales tax percentage that may, in the future, be imposed in Lee County, Florida) provided such amount is separately stated on the customer's agreement, collected from the customer by the Concessionaire, and remitted by Concessionaire to the State of Florida;

- (2) the \$2.00 per day (up to 30 days per rental) rental car surcharge imposed by the State of Florida pursuant to section 212.0606, Florida Statutes(2009), as such amount may be increased or decreased by the State of Florida by said statute being amended or superseded, provided such amount is separately stated on the customer's agreement, collected from the customer by the Concessionaire, and remitted by Concessionaire to the State of Florida;
- (3) the amount of any taxes or fees similarly imposed, on the customers of the Concessionaire, by the government of the United States, the State of Florida, Lee County, or any other governmental entity, provided such taxes or fees are required to be separately stated on the customer's agreement, collected from the customer by the Concessionaire, and remitted by Concessionaire to the government that imposed the tax;
- (4) the amounts received for actual tolls, tickets, and fines, which are remitted by the Concessionaire to bona fide governmental entities with tolling authority (but not any associated service fees or charges);
- (5) drop charges (as defined below);
- (6) a "rental car facility charge," if, and only if, in the future, one is imposed by the Lee County Port Authority or Lee County pursuant to ordinance or resolution, or is agreed upon between Concessionaire and the Authority in writing, provided such amount is separately stated on the customer's agreement, collected from the customer by the Concessionaire, and remitted by Concessionaire to the Authority;
- (7) payments received by Concessionaire for damage to, or loss, conversion, theft, or abandonment of, motor vehicles or any other property of Concessionaire; and
- (8) the portion of collision damage waiver (CDW) and loss damage waiver (LDW) charges that both:
 - (a) are based on the actual choice of the option by the customer and are separately stated and charged on the original written rental contract signed at the time of the rental; and
 - (b) do not, in the aggregate, exceed fifteen percent (15%) of the time and mileage charges for the reporting period.

There shall be no other deductions or exclusions from "Gross Revenue" except as specifically listed as an "Excludable Amount"

above. For example, neither Gross Revenue nor Chargeable Gross Revenue shall be reduced by reason of any amount paid out or rebated by the Concessionaire to travel agents or others, or for bad debt losses, bank charges, uncollectible credit or charge accounts, tire surcharges, battery surcharges, vehicle license recovery charges, etc.

Each transaction made on installment of credit shall be treated as a transaction for the full price in the month during which such charge or transaction is made, regardless of when or whether the Concessionaire receives any full or partial payment therefore. In no event shall the Concessionaire's Gross Revenue or Chargeable Gross Revenue be negative in any revenue category or in any period. Concessionaire shall not allocate revenues to any other location, regardless of which city or location owns the vehicle, or where the vehicle is ultimately returned.

"Drop charge" means an amount charged to a customer specifically for the right to return the rented vehicle to a location other than where it is initially picked up by the customer.

"Incremental discount" means any reduction, discount, or rebate, which is not explicitly shown and made on the customer's rental contract, including but not limited to volume discounts and corporate discounts; except that "Incremental Discounts" do not include refunds made due to math error or defective service. Discounts or coupons for items that are Excludable Amounts shall not be applied against, or re-allocated to, items that are not

Excludable Amounts.

Section 5.4 Treatment of rent and privilege fees. The rents and fees set forth above are rents and airport user fees that Concessionaire has agreed to pay to the Authority for the privileges granted herein, and are not imposed by Authority on Concessionaire's customers. Accordingly, Concessionaire will not separately assess, collect, or charge its customers, or state or list on its rental contracts, any amount which purports to be a fee, surcharge, tax, or any other charge, imposed on the rental customer by the airport, the authority, or Lee County. Concessionaire may elect to separately collect and charge a fee to recoup the amounts due the Authority, so long as the description of the fee is not shown on the statement of charges as an "airport tax," "airport fee," "airport surcharge," or the like, and does not otherwise purport to be imposed on the rental customer by the airport, the Authority, or Lee County.

Section 5.5 Accounting records. Concessionaire shall maintain in a complete and accurate manner, on an accrual basis and in accordance with Generally Accepted Accounting Principles (GAAP), such accounts, books, records, and data pertaining to its operations in Lee County, Florida, as would reasonably be expected to be examined by an independent certified public accountant in performing an audit or examination of the Concessionaire's Gross Revenues in accordance with GAAP and Generally Accepted Auditing Standards (GAAS). Such books and

records shall include, at a minimum, all individual rental agreements, a breakdown of the various components of Concessionaire's Gross Revenue and the permitted exclusions therefrom, daily business reports, sales journals, and all other books and records customarily used in Concessionaire's type of business. Said materials shall be in sufficient detail to substantiate all information Concessionaire provides the Authority.

Concessionaire shall use rental contract forms for its operations at the Airport that are uniquely numbered, with preprinted numbers, or such other suitable method of keeping records and controls that will ensure the completeness of the gross revenue and other figures reported to the Authority. Concessionaire shall keep and maintain all of the above records, and make them available to the Authority at a location in Lee County, Florida, for at least three years after the end of the term of this agreement.

Section 5.6 Audits by CPA hired by Concessionaire.

Concessionaire shall annually provide to the Authority, at Concessionaire's sole cost and expense, a "Statement of Revenues" for the preceding twelve-month period ending April 30th (unless another date is agreed to by the Authority) during the period this concession is in force.

The statements shall be audited by an independent certified public accountant ("CPA") duly licensed in the state where the audit is performed, in accordance with generally accepted

auditing standards and the terms of this concession agreement, or shall be a certified statement from the Concessionaire's chief financial officer ("CFO").

Each said statement shall be provided to the Authority within ninety (90) days after each such April 30th, and shall include the following:

- (1) A written statement that in said CPA's (or CFO's) opinion all Privilege Fees owed by Concessionaire to the Authority for the contract year ending on said April 30th were paid in accordance with the terms of this concession agreement;
- (2) A schedule of all revenues by category;
- (3) A schedule of revenues upon which the monthly payment to Authority are computed;
- (4) A list of the payments made to the Authority for the period; and
- (5) Calculation to determine that the total Privilege Fees for the contract year or applicable portion thereof have been paid in accordance with this agreement. Any adjustment due will be determined, and payment remitted to the party to whom it is due, within thirty (30) calendar days from receipt and acceptance of said audit report by the Authority.

Delivery of an audit report containing a qualified opinion, an adverse opinion, or a disclaimer of opinion as defined in the Statements on Accounting Standards, as may from time to time be amended or superseded, issued by the Auditing Standards Board of the American Institute of Certified Public Accountants, shall be deemed to be a default hereof.

Section 5.7 Audits by Authority. The Authority shall have the right, at all reasonable times and upon reasonable notice, to have Concessionaire produce any or all of the above

enumerated books and records, including sales tax and other tax return records, to the Authority in Lee County, Florida, and to have the Authority's representatives inspect, examine, copy, and audit those books and records for the purpose of verifying the Gross Revenues hereunder. Should the Concessionaire have any of such books or records maintained outside of Lee County, Florida, and not wish to make them available to the Authority in Lee County, then the Concessionaire shall reimburse the Authority for the audit costs incurred, including round trip air fare and ground transportation from Fort Myers to the location at which the books and records are kept, hotel lodging, and meals.

In any event, if, as a result of such audit, it is established that Concessionaire has understated the Chargeable Gross Revenues as defined above by three percent (3%) or more, the entire expense of said audit shall be borne by Concessionaire. Any additional Privilege Fee due shall be invoiced to Concessionaire and promptly paid to Authority with interest from the date such additional Privilege Fee originally was due. Notwithstanding the foregoing, the Authority shall not be prevented from terminating this Concession for default in the payment of fees or from enforcing any other provisions hereof.

Section 5.8 Additional charges. The Authority shall have the right to pass through to Concessionaire, and the Concessionaire shall pay to Authority, any and all reasonable additional charges which may be imposed from time to time upon the Authority or Lee County in relation to the leased premises

(or, if imposed on an area of the airport larger than the leased premises, a reasonably proportional amount) by any federal, state or local government with jurisdiction over the Airport, which are not known Airport expenses at the time of entering this agreement. Authority will provide at least thirty (30) days written notice to Concessionaire if the event of the imposition of an "additional charges".

Section 5.9 Interest. Any sums payable by Concessionaire to Authority that are not paid when due shall bear interest at the rate of eighteen percent (18%) per annum from the date the same became due and payable until the date paid.

ARTICLE 6
STANDARDS OF OPERATION

Section 6.1 General. Concessionaire will continuously operate the business per these operational standards stated below. Failure to comply with these operational standards will be considered a material breach and will entitle the Authority to terminate this agreement pursuant to Article 18 below.

Concessionaire agrees to:

- (1) Refrain from any use of the Airport which would interfere with or adversely affect the operation of the Airport, or otherwise constitute an Airport hazard.
- (2) Make no unlawful, improper, or offensive use of the premises.
- (3) Have facilities staffed and open for business three hundred and sixty-five (365) days per year with at least one employee at or nearby the customer service transaction counter (within the terminal building or return ready lot) at all times. Concessionaire is to have the customer service counter continually staffed

during operating hours; if the rental agent needs to step away from the customer service counter they will leave the counter unattended no longer than 10 minutes at a time. A rental car agent shall be available at the customer service transaction counter at the scheduled arrival time for all reservations. Operating hours must be no less than 8:00 A.M. to 8:00 P.M. from October 1 through April 30, and 9:00 A.M. to 5:00 P.M. from May 1 through September 30. These hours of operation are the minimum acceptable; Concessionaire is encouraged to extend the operating hours on a temporary or permanent basis in response to customer needs. Operating hours may be adjusted upon prior written approval by the Authority should business conditions merit such changes.

- (4) Maintain sufficient staff levels to support the Authority's goal of providing exceptional customer service at all times. The Authority reserves the right to request a minimum of two rental car agents to be working at the service counter during operating hours if it determines the traffic supports an increase in staffing levels. Special events and holidays may result in an increase in the number of transactions, and the Concessionaire is expected to augment staffing levels as needed to support the demands of the business.
- (5) Provide vehicles that are washed, vacuumed, and fully fueled before delivery to the Airport. Vehicles shall be maintained at the Concessionaire's sole expense, in good operative condition, free from known mechanical defects, and in clean, neat, and attractive condition. In addition, all vehicles must be sanitized in accordance with CDC standards and industry best practices prior to delivery to a customer.
- (6) Offer the same range of vehicle selection categories and competitive market pricing as are offered to customers at the Southwest Florida International Airport; Concessionaire shall not charge higher rates to repeat customers than are being charged to new customers for a rental of a vehicle during the same time period and of a comparable classification.
- (7) Concessionaire may conduct transactions with non-airport customers at this facility under the same terms

and fees as airport rentals. Airport customers shall always have first priority in terms of customer service and vehicle selection. Concessionaire shall clearly identify with signage an area of the service counter designated for airport customers only, to ensure they are not waiting while the Concessionaire conducts business with non-airport customers.

- (8) Permit the Authority's employees to deliver all rental vehicles to airport customers airside.
- (9) Provide customers having advance vehicle reservations with the type of vehicle reserved, and make every effort to provide the exact vehicle or upgrade requested by each customer. The Authority reserves the right to obtain rental vehicles from other vendors if Concessionaire is unable to fulfill customers' rental car needs. Repeated failure of Concessionaire to meet customer rental car needs may result in termination of this agreement by the Authority.
- (10) Concessionaire shall coordinate with and inform the Authority in writing of each reservation made for incoming flights including customer name, arrival date, and time of arrival, as well as the aircraft registration number if known.
- (11) Concessionaire will keep four (4) ready to lease vehicles available for the Authority to rent on Concessionaire's behalf outside of Concessionaire's operating hours for any walk-up customers.

Section 6.2 Premises. Concessionaire's premises must be maintained in a first class manner with regard to safety and cleanliness and Concessionaire will, at its sole expense, keep the premises clean and free from garbage, rubbish, refuse, dust, dirt, insects, rodents and vermin. Concessionaire will not store any hazardous materials in the leased premises.

Section 6.3 Prohibitions. Concessionaire is prohibited

from:

- (1) Having personnel on the Airport who are not neat, clean and courteous;
- (2) Allowing its agents or employees to solicit tips, or to conduct business in a loud, noisy, boisterous, offensive or objectionable manner;
- (3) Allowing its agents or employees to engage in open or public disputes or conflicts;
- (4) Conducting any business activity on the leased premises or the Airport other than as expressly provided herein or as otherwise allowed by the Authority in writing;
- (5) Charging customers any rental or service fees for cancelled reservations or for vehicles reserved but not picked up by the customer;
- (6) Delivering vehicles directly to the customers on the airport ramp or engaging in any way with the customers while they are airside without prior written approval from the Authority.

Section 6.4 Courtesy Vehicle. Concessionaire will provide four (4) mini-vans, SUVs or full-size 4-door sedans, less than two years old, for use of the Authority and itinerant pilots and passengers using the Airport. These vehicles shall be available for use without charge for up to two (2) hours.

ARTICLE 7

DOT NONDISCRIMINATION CLAUSE

This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23, subpart F. The Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award

or performance of any concession agreement covered by 49 CFR part 23, subpart F.

ARTICLE 8
NONEXCLUSIVITY

Nothing herein contained shall be deemed to grant Concessionaire any exclusive right or privilege in the conduct of any activity on the Airport. Authority expressly reserves the right to grant the same or similar privileges to other parties. However, the Authority will not enter into contracts allowing other rental car concessionaires to lease counter space in the terminal building during the term of this agreement unless such concessionaires agree to pay a percentage Privilege Fee at least as high as the percentage specified in Item (1)(a) of Section 5.1 above, and counter space rent at least as high as Concessionaire's rent, per square foot (calculated using the rent specified in Section 5.1 above and the area specified in Article 1 above).

ARTICLE 9
LICENSES AND TAXES

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

connection therewith.

ARTICLE 10
CONSTRUCTION OF IMPROVEMENTS

Section 10.1 Condition of premises. The leased premises will include finished counter space. Concessionaire will be responsible for adding signage, equipment, furniture, or any other improvements it desires, subject to the requirements below.

Section 10.2 Cost of improvements. Concessionaire is not required to make any new improvements to the premises. However, if Concessionaire desires improvements, Concessionaire will bear the sole cost and expense of all improvements, including, without limitation, design, permitting, materials, construction, insurance, and maintenance. All work by Concessionaire, whether interior or exterior, ordinary, extraordinary, or structural, must be performed in a good and workmanlike manner, in full compliance with plans and specifications approved by the Authority, Lee County Port Authority's "Leasehold Development Standards and Procedures" adopted by the Authority on March 12, 2001, as may be amended or placed from time to time ("Leasehold Development Standards and Procedures") except as may be expressly waived in writing by the Authority, and all other applicable governmental rules or regulations.

Section 10.3 Design approvals; construction bonds; insurance. Prior to commencing any construction work (including but not limited to installation of signage, improvements, alterations, and repairs), Concessionaire shall:

- (1) Submit to the Authority for the Authority's approval complete plans and specifications for the proposed work, utilizing the procedures set out in the "Leasehold Development Standards and Procedures";
- (2) Obtain and pay for all permits and approvals required, and pay any applicable impact fees or other development fees;
- (3) Provide the Authority with proof of insurance of the types and in the amounts required herein.
- (4) Execute, deliver to the Authority, and record 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), and are satisfactory to the Authority, in at least the full amount of the contract price for completing the work; and
- (5) Obtain from Authority written approval of the design plans and specifications, and a written Notice to Proceed. The Authority reserves the right to require Concessionaire to resubmit designs and plans until acceptable to the Authority.

Section 10.4 Maintenance and repairs of the premises.

Concessionaire must keep the premises and any improvements thereon in a clean and orderly condition and good state of repair at all times. Concessionaire agrees to provide at its own expense such maintenance, custodial, trash removal, and cleaning services and supplies as may be necessary or required in the operation and maintenance of the leased premises. Authority will maintain the structure of the leased premises, and the electrical and HVAC systems serving the leased premises. The Concessionaire is responsible for any damages to the premises caused by its employees, vendors, or agents.

Section 10.5 Ownership of improvements. Any and all improvements made by Concessionaire which have assumed the nature of realty will become the property of the Authority on termination or expiration of this agreement (and any extensions thereof), without compensation to Concessionaire, free of all liens and claims.

Concessionaire will have the right prior to termination or expiration of this agreement to remove any furnishings, trade fixtures, equipment, and improvements that have not assumed the nature of realty, provided that Concessionaire is not then in default hereunder and that Concessionaire 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.

Section 10.6 Advertising and signs. Concessionaire's use of existing signs or installation or operation of new signs on the Airport shall be subject to the approval of the Authority at its sole discretion as to the number, size, height, location, color and general type and design.

ARTICLE 11
UTILITIES

Concessionaire must install, at its own expense, any required utilities not already in place. The charges for electricity and air conditioning are included in the monthly rental charge. Concessionaire will pay for all telephone charges, interest service, and any other utilities. Authority

will not be liable to Concessionaire for any interruption of utility service that is beyond Authority's control or that is requested by Authority in order to make repairs or alterations to the premises or any part of the building in which the premises is located.

ARTICLE 12
ASSIGNMENT AND SUBLEASING

Concessionaire will not assign this agreement, in whole or in part, or sublet all or any part of the premises, and any such attempted assignment or sublease shall be voidable by the Authority, unless Concessionaire first obtains written consent of the Authority's Board of Port Commissioners, which will not be unreasonably withheld. Concessionaire will provide Authority with a copy of any proposed assignment or sublease. Any change in the ownership or control of Concessionaire by transfer of capital stock or partnership interest or otherwise will be deemed an assignment for purposes of this section. Notwithstanding anything to the contrary stated above, Concessionaire may assign this agreement in full (but not in part) to an affiliate of Concessionaire's parent company.

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

ARTICLE 13
SECURITY DEPOSIT/PERFORMANCE GUARANTY

Concessionaire will, promptly upon execution of this

agreement and prior to the commencement of the term of this agreement, deliver to the Authority the initial amount of Thirty-five thousand dollars (\$35,000.00) to be paid by certified check or cashier's check, as a security deposit for faithful performance by Concessionaire of Concessionaire's obligations under this agreement. The required security deposit may be adjusted upward or downward by the Authority, with thirty (30) days written notice to the Concessionaire, based on the Authority's assessment of loss exposure and the Concessionaire's actual performance of its obligations under this agreement, provided that the amount will not be increased more often than annually, and the amount will be reasonable under the circumstances.

If Concessionaire defaults on any duty under this agreement, Authority may apply the security deposit to the damages sustained. If Concessionaire faithfully performs the obligations of this agreement and timely vacates the premises and removes its equipment upon expiration or termination of this Agreement, Authority will repay the security deposit, without interest, within 45 days after such expiration or termination and timely vacation and removal from the Airport.

In lieu of a cash security deposit, Concessionaire may deliver to the Authority an irrevocable letter of credit, issued and drawn on an American bank or trust company in form and content acceptable to the Authority, with partial drawings permitted, in the sum stated above. Said letter of credit shall

automatically renew each year until the termination or expiration of this agreement and Concessionaire's vacation of the premises. If such letter of credit is not renewed, Concessionaire shall deliver a replacement letter of credit to the Authority at least 30 days before expiration of the current letter of credit; failure to do so will constitute a breach and entitle the Authority to present the existing letter of credit for payment. The Authority, at its discretion, may accept a performance guarantee in the form of a surety bond in lieu of a security deposit or letter of credit.

ARTICLE 14
RIGHT OF ENTRY

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

- (1) View and inspect the premises, make repairs, or show the premises to prospective tenants, during Concessionaire's regular business hours with at least 24 hours advance notice;
- (2) View and inspect the premises or make repairs at any time in case of emergency; and
- (3) Perform any and all things which Concessionaire is obligated to and has failed to do after fifteen (15) days written notice to act, including maintenance, repairs, and replacements to the premises, unless Concessionaire already is making a reasonable effort to effectuate corrective measures. The reasonable cost of all labor, materials, and overhead charges required for performance of such work will be promptly paid by Concessionaire to Authority.

ARTICLE 15
COMPLIANCE WITH LAWS

Concessionaire (including its officers, agents, servants,

employees, contractors, sub operators, and any other person over which Concessionaire has the right to control) shall comply at all times with all present and future laws, including the Airport Rules and Regulations Ordinance (Lee County Ordinance 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 and the Federal Aviation Administration ("FAA"), which may be applicable to its operations at the Airport.

ARTICLE 16
RELEASE, INDEMNITY, AND HOLD HARMLESS

Neither the Authority nor Lee County will be liable to the Concessionaire for, and Concessionaire 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 (other than damages for Authority's breach of this agreement), to any person or property in connection with Concessionaire's use of the leased premises or the Airport, unless caused solely by negligent acts of the Authority or Lee County, or their agents or servants acting within the scope of their employment.

ARTICLE 17
INSURANCE

Section 17.1 Coverage requirements. Concessionaire shall provide evidence of the minimum insurance coverage as follows,

with commercially reasonable deductible limits:

(1) Business Automobile Liability with Bodily Injury and Property Damage limits of not less than \$3,000,000 each accident. Such coverage shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The Authority shall be named an additional insured. The Concessionaire's insurance will be primary and include a waiver of subrogation in favor of the Authority.

(2) Commercial General Liability which shall include liability arising from independent contractors and contractual liability, written on an ISO occurrence form, with limits of not less than \$2,000,000. The Authority shall be named as an additional insured. The Concessionaire's insurance will be primary and include a waiver of subrogation in favor of the Authority.

(3) Workers' Compensation with limits per statutory requirements. A waiver of subrogation in favor of the Authority is required for this coverage.

(4) Property coverage (or self-insurance) in an amount sufficient to protect itself and the Authority from a loss as a result of damage to Concessionaire's property.

Section 17.2 Evidence of insurance. Certificates evidencing the insurances specified above shall be sent to the Authority, at the address set forth on page 1 above (to the attention of "Risk Management"), or sent via email to riskmanagement@flylcpa.com, within fifteen (15) days of the date of this agreement. The Concessionaire's insurance is to be written by an insurer who has an AM Best rating of A- VII or higher. (The Authority reserves the right to request, and have Concessionaire provide, certified copies of all such policies in the event the Authority determines they may be relevant to making

or defending a specific claim or action for or against the Authority or Lee County.) Subsequent renewal certificates shall be delivered to the Authority 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 indicating that the insurer will provide advance written notice to the Lee County 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 attention of "Risk Management", 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913 or emailed to riskmanagement@flynycpa.com.

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 Concessionaire's obligation to maintain such insurance. Concessionaire shall provide certified copies of any or all insurance policies required above within 10 days of the Authority's written request for said copies.

ARTICLE 18
DEFAULT BY CONCESSIONAIRE

Section 18.1 Default. Concessionaire will be deemed in default of this agreement if:

- (1) Concessionaire fails to pay rent or make any other payment required hereunder within 10 days after payment is due;
- (2) Concessionaire 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) Concessionaire becomes, without prior written notice to Authority, a successor or merged corporation in a merger, or a constituent corporation in a consolidation;
- (4) Concessionaire becomes a corporation in dissolution for a period exceeding 6 months;
- (5) Concessionaire's service to customers deteriorates, in the sole opinion of the Authority, for a period of time and to an extent which materially and adversely affects the quality of Concessionaire's operation; or
- (6) Concessionaire abandons, deserts, vacates or discontinues its operation of the business herein authorized, for a period exceeding thirty (30) days, without prior written consent of Authority.

Section 18.2 No waiver. No default will be deemed waived by Authority, whether or not Authority has knowledge of the default or accepts rent or other payments, unless the waiver is expressed in writing and signed by the Authority.

Section 18.3 Authority's remedies. In addition to all other remedies provided herein or at law, Authority will have the cumulative rights to terminate this agreement, and, if Concessionaire is in possession of the premises, to accelerate the maturity of all rent due and to become due during the remainder of the term, by giving at least thirty (30) days written notice to Concessionaire, if Concessionaire is in default of this agreement as set forth in Section 18.1 above, and such

default is not cured to the Authority's satisfaction:

- (1) within thirty (30) days after the Authority gives Concessionaire notice of the default, or,
- (2) if any such default (other than the payment of money) is not curable within thirty (30) days, Concessionaire fails to demonstrate to the Authority within said thirty (30) day period that it has commenced curing the default, or Concessionaire fails to diligently pursue the cure of such default to completion.

ARTICLE 19
CASUALTY

If Concessionaire's business at the Airport is entirely stopped due to casualty to the terminal building, Concessionaire's obligation to pay Privilege Fees, rents, and other charges under Section 5.1 above, will abate from the date of said cessation of business until Concessionaire reopens for business, but in any event not to exceed a period of one year.

ARTICLE 20
COMPLIANCE WITH ENVIRONMENTAL LAWS

As a material inducement to Authority to lease the premises to Concessionaire, Concessionaire covenants and warrants that Concessionaire's use of the Airport and the premises will at all times comply with and conform to all Environmental Laws.

"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.

ARTICLE 21
WASTE; SURRENDER OF POSSESSION

Concessionaire 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.

ARTICLE 22
E-VERIFY

Concessionaire certifies that it has registered and is using the U.S. Department of Homeland Security's E-Verify Program for Employment Verification in accordance with the terms governing use of the Program and is eligible to enter this Agreement. The Concessionaire further agrees to provide the Authority with proof of such registration within thirty (30) days of the date of this Agreement.

Concessionaire agrees to use the E-Verify Program to confirm the employment eligibility of:

- (1) All persons employed by Concessionaire during the terms of this Agreement
- (2) All persons, including contractors or subcontractors, assigned by the Concessionaire to perform work or provide services or supplies under this Agreement.

Concessionaire further agrees that it will require each contractor or subcontractor performing work or providing services or supplies 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.

Concessionaire 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 Article 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 23
GENERAL PROVISIONS

Section 23.1 Notices. Notice to Authority will be sufficient if sent by registered mail, postage prepaid, to:

Executive Director, Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913. Notice to Concessionaire will be sufficient if sent in the same manner, addressed to Concessionaire at the address set forth on page 1 above. 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 23.2 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 23.3 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 23.4 Time. Time is of the essence in the performance of this agreement.

Section 23.5 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. In the event of a dispute between the parties, suit will be brought only in the federal or state courts of Florida, and venue shall be in Lee County, Florida.

Section 23.6 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.

Section 23.7 Nonwaiver of rights. No waiver or 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 23.8 Administration of agreement. Whenever in this agreement, Concessionaire is required or permitted to obtain the approval of, consult with, give notice to, receive notice from, or otherwise deal with Authority, Concessionaire shall deal with Authority's authorized representative; and unless and until Authority gives Concessionaire written notice to the contrary, Authority's authorized representative shall be the Authority's Executive Director.

Section 23.9 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 Concessionaire's interference or hindrance and regardless of Concessionaire's views and desires.

Section 23.10 Concessionaire's use and construction to conform with Federal Aviation Regulations. Concessionaire agrees to conform to all applicable Federal Aviation Regulations in any operation or construction on the premises. Concessionaire 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 23.11 Concessionaire's noninterference with Aircraft. Concessionaire and its successors, assigns and sub-Concessionaires 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 Concessionaire.

Section 23.12 Nonliability of agents or employees. No officer, agent, or employee of Authority shall be charged personally or held liable under the provisions of this agreement or because of any breach thereof or because of its or their execution or attempted execution.

Section 23.13 Waiver of certain claims. Concessionaire hereby waives any claim against the Authority and its officials, officers, agents or employees, for loss of anticipated profits

caused by any suit or proceeding directly or indirectly attacking the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void or voidable or delaying the same or any part hereof.

Section 23.14 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 Concessionaire's use or occupation of the premises.

Section 23.15 Interpretation. The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either the Authority or Concessionaire.

ARTICLE 24
FAA CLAUSES

Section 24.1 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, Concessionaire 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.

Section 24.2 Civil Rights and Title VI. The

Concessionaire, 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 Concessionaire transfers its obligation to another, the transferee is obligated in the same manner as the Concessionaire. This provision obligates the Concessionaire for the period during which the property is owned, used or possessed by the Concessionaire 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 24.3 Compliance with Nondiscrimination

Requirements. During the performance of this contract, Concessionaire, 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 24.4 Transfer of Real Property Acquired or Improved Under the Airport Improvement Program.

- A. Concessionaire, 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 Concessionaire 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, the Authority will have the right to terminate the lease and to enter, re-enter, and repossess said lands and facilities thereon.

Section 24.5 Construction/Use/Access to Real Property

Acquired Under the Activity, Facility or Program.

- A. Concessionaire, 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 Concessionaire 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, the Authority will have the right to terminate the lease and to enter, re-enter, and repossess said lands and facilities thereon.

Section 24.6 Title VI List of Pertinent

Nondiscrimination Acts and Authorities. During the performance of this contract, the Concessionaire, 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).

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 24.7 Airport protection. It shall be a condition of this agreement, 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 Concessionaire 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 Concessionaire 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 24.8 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.

ARTICLE 25
ENTIRE AGREEMENT

This contract sets out the entire agreement between the parties for the described premises. There are no implied covenants or warranties except as expressly set forth herein. No agreement to modify this contract will be effective unless in writing and executed by the party against whom the modification

is sought to be enforced.

IN WITNESS WHEREOF, the parties hereto have subscribed their names on the date first above written.

GITIBIN & ASSOCIATES, INC.
(Concessionaire)

By: [Signature]

As Its: C.E.O

Date: 1/20/2021

WITNESSED BY:

Witness: [Signature]

Print Name: Marcio Souza

Date: 1/20/2021

Witness: [Signature]

Print Name: KAVOUS GITIBIN

Date: 1/20/2021

LEE COUNTY PORT AUTHORITY

ATTEST:
LINDA DOGGETT, CLERK

By: _____
Chair or Vice Chair,
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

Gitibin & Associates, Inc.

Car Rental Counter & Storage Room

January - 2021

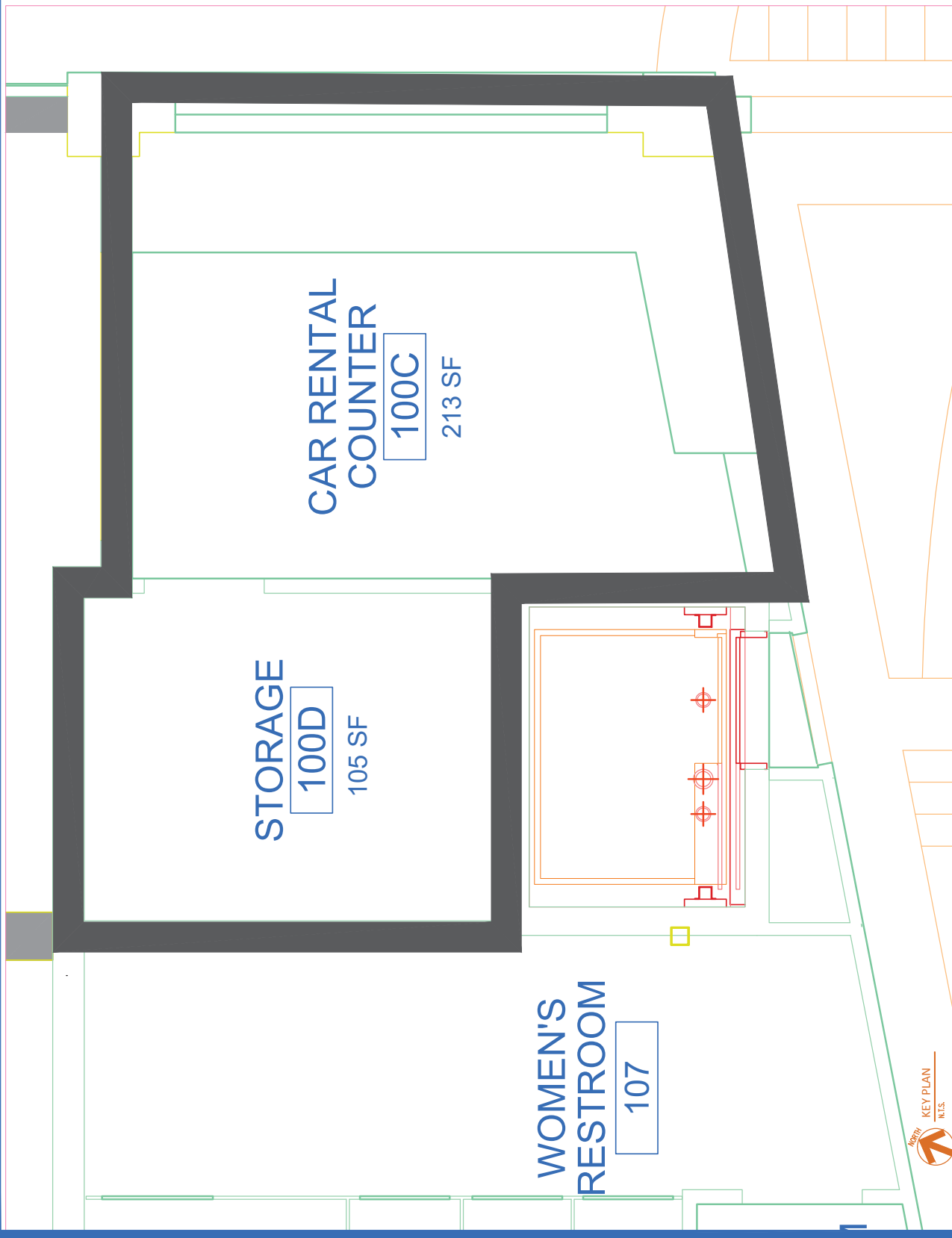


EXHIBIT "B"
MONTHLY STATEMENT OF GROSS REVENUE, EXCLUDABLE AMOUNTS, AND
PERCENTAGE PRIVILEGE FEE

This statement is for the month of : _____ Year : _____

Name of Company (Concessionaire) : _____
Page Field General Aviation Airport

GROSS REVENUE

- 1 Amount customers were charged
for time and mileage for rental of
motor vehicles at the Airport _____

- 2 Amount customers were charged
for fees, surcharges, and taxes _____

- 3 Any and all other amounts
customers were charged _____

- 4 Total amount customers were charged
for anything, including Excludable
Amounts and anything else.
(add lines 1 through 3) _____

EXCLUDABLE AMOUNTS

- 5 Florida Sales Tax _____

- 6 Fla. Stat. 212.0606 rental car surcharge _____

- 7 Drop Charges _____

- 8 Payments for damage, loss, conversion,
theft, or abandonment of vehicles _____

- 9 Total "Excludable Amounts" (add lines 5 through 8) _____

- 10 CHARGEABLE GROSS REVENUE (subtract line 9 from line 4) _____

- 11 PERCENTAGE PRIVILEGE FEES DUE (multiply line 10 by 10%) _____

- Handling Fee (Transactions by LCPA Employees ___ x \$25.00). _____

- TOTAL TRANSACTIONS _____

This is a true and correct statement of all items listed, including Gross Revenues, Excludable Amounts, and the applicable percentage privilege fees due (subject to the minimum guarantee).

By: _____ Title: _____ Date: _____

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board approve a Settlement Agreement from the Florida Department of Transportation in the amount of \$1,764,759.24 for design services associated with the Terminal Expansion at Southwest Florida International Airport.
2. **FUNDING SOURCE:** N/A
3. **TERM:** N/A
4. **WHAT ACTION ACCOMPLISHES:** Provides \$1,764,759.24 of state funding for the RSW Terminal Expansion.

5. **CATEGORY:** 4.
Consent Agenda

6. **ASMC MEETING DATE:** 2/16/2021

7. **BoPC MEETING DATE:** 3/4/2021

8. AGENDA:

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. REQUESTOR OF INFORMATION:

(ALL REQUESTS)

NAME Mark Fisher

DIV. Development

10. BACKGROUND:

In 2018, LCPA worked closely with FDOT staff to secure a Joint Participation Agreement (JPA) to initiate design and to keep all costs eligible under the Terminal Expansion project at RSW. The design of the project began and has progressed to the 100% design stage and is ready for construction bidding. As a result of close coordination between FDOT and LCPA staff, additional state grant funds were programmed in future years intended as reimbursement for project costs to be incurred by the LCPA. The LCPA coordinated with FDOT and secured approval on all project contracts to ensure all costs would be eligible for state funds already programmed in the FDOT's Work Program.

In 2019, FDOT established a new process under which the JPA would transition to the Public Transportation Grant Agreement (PTGA) format. As a result, a PTGA was secured to add additional state funds for the Terminal Expansion project. LCPA understood that since the current JPA and the new PTGA shared the same Financial Project Number 441981-1-94-01 and project description that the two agreements were connected and allowed for eligible project costs to be reimbursed by either grant agreement.

In April 2020, after all grant funds were exhausted from the JPA, a \$1.7 million grant draw request for costs incurred between July 2019 and January 2020 was submitted to FDOT for reimbursement of the remaining approved design costs under the PTGA. However, FDOT informed the LCPA that costs incurred prior to the PTGA execution in January 2020 would not be eligible for reimbursement and that the \$1.7 million of project costs would only be eligible under the existing JPA which no longer had remaining funds. FDOT also explained that the JPA and PTGA are two separate agreements, although the JPA and PTGA contain the same Financial Project Number 441981-1-94-01 and share the same project within FDOT's Joint Automated Capital Improvement Program (JACIP). After discussions with FDOT and

11. RECOMMENDED APPROVAL

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

LCPA staff regarding the grant draw request, FDOT determined that a Settlement Agreement would be necessary because all grant funds were exhausted from the JPA. The Settlement Agreement provides \$1,764,759.24 in state funds to reimburse LCPA for prior eligible design services associated with the Terminal Expansion project.

Attachments:

Settlement Agreement

**SETTLEMENT AGREEMENT AND RELEASE
BETWEEN
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
AND
LEE COUNTY PORT AUTHORITY**

THIS SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is entered into by and between Lee County Port Authority, ("LCPA") and the State of Florida, Department of Transportation, ("FDOT") (collectively the "Parties").

RECITALS

A. On January 23, 2018, FDOT and LCPA executed a Joint Participation Agreement Contract No. G0R60 ("Contract"), attached at Exhibit A, which allowed LCPA to procure design services necessary to facilitate improvements to the Southwest Florida International Airport terminal (the "Project"), and said Contract was set to expire on December 31, 2022.

B. FDOT programmed funds under the Contract in the amount of Ten Million Dollars (\$10,000,000) to pay for the design services to be procured by the LCPA with an initial encumbrance amount of Five Hundred Thousand Dollars (\$500,000) to fund FDOT's participation costs for design of the Project as shown in Exhibit A.

C. On December 3, 2018, FDOT and LCPA executed a Supplemental Agreement to the Contract, attached as Exhibit B, which increased the amount of the Department's participation costs by Four Million Two Hundred Eighty-Seven Thousand Nine Hundred Dollars (\$4,287,900).

D. Between July 1, 2019, through January 31, 2020, LCPA in good faith allowed its contractor ("Design Contractor") to provide design services necessary to facilitate improvements to the Southwest Florida International Airport terminal, and incurred reimbursable costs totaling Three Million Five Hundred Twenty-Nine Thousand Five Hundred Eighteen Dollars and Forty Eight Cents (\$3,529,518.48).

E. On January 10, 2020, LCPA submitted invoice #6, attached as Exhibit C, to FDOT in the amount of One Million One Hundred Seventy Seven Thousand Seven Hundred Twenty Six Dollars and Eighty Seven Cents (\$1,177,526.87) for design services performed by the Design Contractor between June 1, 2019, through September 30, 2019, effectively withdrawing all remaining funds on the Contract.

F. Thereafter, LCPA did not submit the required written request for FDOT to add additional funds to the Contract through a Supplemental Agreement, which would have covered the additional costs incurred by the Design Contractor. FDOT did not anticipate that there would be additional invoices, and on March 12, 2020, FDOT placed the Contract in a Status 50 effectively closing the Contract.

G. On July 30, 2020, LCPA submitted a final invoice for payment, attached as Exhibit D, in the amount of One Million Seven Hundred Sixty Four Thousand Seven Hundred Fifty Nine Dollars and Twenty Four Cents (\$1,764,759.24) for additional design services performed between July 1, 2019 through January 31, 2020, after FDOT closed the Contract,

H. This Settlement Agreement is necessary due to the fact that the funds on the Contract were exhausted without a timely request for additional funds from LCPA and the contract was closed prior to LCPA's submission of its final invoice #7 for payment.

I. LCPA has asserted a colorable legal claim in support of its request for payment

J. The Parties enter into this Agreement to settle the invoice matter in accordance with the terms and conditions of this Agreement, and as a full discharge of any service, payment, or other obligation relating to the Contract.

AGREEMENT

In consideration of the mutual covenants contained in this Agreement, the Parties agree as

follows:

1. **RECITALS.** The above recitals are true and correct and are made a part of this Agreement.

2. **SETTLEMENT AGREEMENT.**

a. FDOT agrees to submit to the Chief Financial Officer of the State of Florida for payment of **One Million Seven Hundred Sixty Four Thousand Seven Hundred Fifty Nine Dollars and Twenty Four Cents (\$1,764,759.24)** in full and complete satisfaction of any amounts or costs associated with the work performed by LCPA and any associated claims and invoices, or with any other written or verbal supplementation or renewal(s), including all interest, costs, and fees associated with the subject matter of this Agreement.

b. This Agreement settles all claims raised by LCPA or FDOT, all claims which could have been raised by LCPA or FDOT, and all defenses raised by LCPA or FDOT. No interest of any kind or any other payment is to be added to the amount identified above to be paid by FDOT to LCPA.

3. **APPROVAL.** Pursuant to Section 287.0582, Florida Statutes, the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is contingent upon approval by the Chief Financial Officer of the State of Florida. Until such approval is received, FDOT has no obligation to make any payments pursuant to this Agreement.

4. **VOLUNTARY SETTLEMENT.** The Parties agree that this Agreement is entered into after a full and independent investigation and they explicitly acknowledge that they are entering into this Agreement entirely of their own free will, uninfluenced by any duress, economic coercion, or other factors that might have the effect of negating the free will with which they entered into this

Agreement. In executing this Agreement, the Parties represent that they have not relied on any statement or representation relating to this matter made by another party, or any other person or persons representing such other party. The Parties acknowledge that they have been represented by counsel throughout the negotiation of this Agreement and that they have or could have consulted their own attorney(s) regarding the meaning and effect of the terms contained in this Agreement. The Parties further acknowledge that they have read and understand this Agreement.

5. **RELEASES.** In return for and upon complete performance of paragraphs 2.a. and 2.b., above, and the releases and promises contained in this Agreement, the Parties, for themselves, their agents, representatives, attorneys, administrators, heirs, executors, successors, and assigns, do hereby fully, finally, and forever release and discharge each other and their agents, representatives, attorneys, administrators, heirs, executors, successors, and assigns of and from all claims, demands, actions, causes of action, suits, damages, losses, and expenses, of any and every nature whatsoever arising from any or all of the facts or circumstances which gave rise to this action, including but not limited to, those claims asserted or any federal, state, or administrative action or other claims that were or might have been asserted by or on behalf of the Parties against each other and any other suits or charges filed or which may be filed by or on behalf of the Parties with any federal, state, or local agency or court relating to these facts or circumstances whatsoever.

6. **NO ADMISSION OF LIABILITY.** The Parties agree and represent that this Agreement is entered into only for the purpose of settlement and compromise and any action taken pursuant to this Agreement is not to be construed or considered as an admission of liability or fault on the part of either of the Parties. The Parties further acknowledge, understand, and represent that the execution of this Agreement shall not be construed as an admission of liability or validity of any

claim on the part of either of the Parties in any respect and that this Agreement is entered into to settle and terminate the dispute and avoid additional expense.

7. **ENFORCEMENT.** The Parties understand and agree that the promises and undertakings set forth in this Agreement are the sole consideration for the Agreement, that the terms and conditions are contractual and are not mere recitals, and that all agreements and understandings related to this settlement and release are expressed and embodied in this Agreement. Additionally, the Parties and their counsel have participated in the negotiation and drafting of this Agreement and that, for all purposes, this Agreement shall be deemed to have been drafted by both Parties and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.

8. **INTEGRATION.** The Parties agree that this Agreement supersedes all other written or oral exchanges, agreements, or negotiations between the Parties concerning the subject matter of this Agreement. The Parties state that there are no representations, agreements, arrangements, or understandings, oral or written, concerning the subject matter of this Agreement that are not fully expressed and incorporated. Nothing in this Agreement is intended to nor shall it be construed to give any person or entity, other than the Parties, any right, remedy, or claim under or by reason of this Agreement. In the event of any conflict between any provisions of the Contract and this Agreement, this Agreement shall control.

9. **SUCCESSORS.** This Agreement shall be binding on and shall inure to the benefit of the Parties, their agents, representatives, successors, and assigns.

10. **MODIFICATION.** This Agreement may not be discharged, abandoned, supplemented, changed, modified, or amended in any manner, nor any provision waived, except by a writing signed by the Parties.

11. **SEVERABILITY.** If any provision of this Agreement is adjudged by a court of competent jurisdiction to be void and unenforceable, that judgment shall not affect: (a) any other provision of this Agreement; (b) the application of such provision in any other circumstances; and (c) the validity or enforceability of this Agreement as a whole, subject to the law of severability under Florida law.

12. **WAIVER.** A waiver by FDOT or LCPA of any breach of any provision of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same or any other provision(s) of this Agreement.

13. **EXECUTION AND SIGNATURES.** LCPA will execute two (2) originals of this Agreement. Following LCPA's execution of this Agreement, FDOT will execute the originals executed by LCPA. Each party will be provided an executed original of this Agreement.

14. **CAPACITY AND AUTHORITY.** Each party represents and warrants to the other party that it has the capacity and full authority to make this Agreement. The persons signing this Agreement warrant that they are authorized to do so on behalf of the party they represent.

15. **NON-ASSIGNMENT.** The Parties represent that no portions of the claims, demands, or causes of action referred to by and released by this Agreement have been sold, assigned, transferred, or conveyed to any third party.

16. **ATTORNEYS' FEES AND COSTS.** The Parties agree to bear their own attorneys' fees and costs in connection with any work performed relating to this claim, including, but not limited to, the negotiation, drafting, and execution of this Agreement. In the event that any action or

proceeding is brought to enforce the terms of this Agreement, venue shall only be proper in the appropriate court located in Leon County, Florida and the prevailing party shall be entitled to recover its attorneys' fees and costs.

17. **E-VERIFY REQUIREMENT.**

LCPA:

a. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LCPA during the term of the Contract; and

b. shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, we have executed this Agreement on the dates noted below.

LCPA:

Lee County Port Authority

By: _____

Name: _____

Title: Chair or Vice Chair

Date: _____

FDOT:

State of Florida, Department of Transportation

By: _____

Name: Kevin J. Thibault, Jr., P.E. _____

Title: Secretary

Date: _____

ATTEST

Linda Doggett, Clerk of Court

By: _____
Deputy Clerk

Legal Review:

Date: _____

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

By: _____
Office of the Port Authority Attorney

Contract Funds Administrator:

Jennifer Gunter

Date: _____

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. REQUESTED MOTION/PURPOSE: Request Board approve the execution and recording of a conservation easement over the Flint Pen Strand portion of RSW Airport Mitigation Park.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: Provides Board approval and authorizes the Chair to execute and record a conservation easement over the Flint Pen Strand portion of RSW Airport Mitigation Park.</p>	<p>5. CATEGORY: 5. Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 2/16/2021</p> <p>7. BoPC MEETING DATE: 3/4/2021</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>Mark Fisher</u></p> <p>DIV. <u>Development</u></p>
---	--

10. BACKGROUND:

The Flint Pen Strand (stair step parcels) portion of Mitigation Park was purchased through an assemblage of lands from various land owners under a voluntary acquisition program in the mid/late 1990's as part of the overall mitigation for the RSW Midfield Terminal Complex and Parallel Runway projects. Flint Pen Strand consists of 1,606.80 acres of the overall 7,000± acre Mitigation Park. A condition of the South Florida Water Management District (SFWMD) Environmental Resource Permit (ERP) was to place the land under conservation easement with the SFWMD. The Lee County Port Authority held off on finalizing the conservation easement until the RSW Midfield Terminal Complex & Parallel Runway projects permitting and mitigation was complete since there was additional wetland mitigation credit at Mitigation Park. Now that the permitting and mitigation has been completed, LCPA staff feels the time is now right to place Flint Pen Strand under conservation easement with the SFWMD as required by the current RSW permits.

Special Condition No. 16 of SFWMD ERP 36-00080-S (Application No. 000403-6) states that the permittee shall submit for review and approval, two (2) copies of the following:

1. Project Map identifying conservation area
2. Legal Description of conservation area
3. Signed Conservation Easement form
4. Sealed Boundary Survey of conservation area by professional land surveyor
5. Title Insurance Commitment for conservation easement naming the beneficiary using approved valuation

Draft documentation of the above has been submitted, reviewed, and approved by the SFWMD; with the exception of the Title Insurance Commitment which was waived by the SFWMD during the review process. Board approval and separate

11. RECOMMENDED APPROVAL

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

approval by the Board, convened as the Lee County Board of County Commissioners, followed by signatures on the approved conservation easement form (attached) is required. The supporting map, sketch, legal description, and boundary survey that will be made part of the conservation easement are also attached.

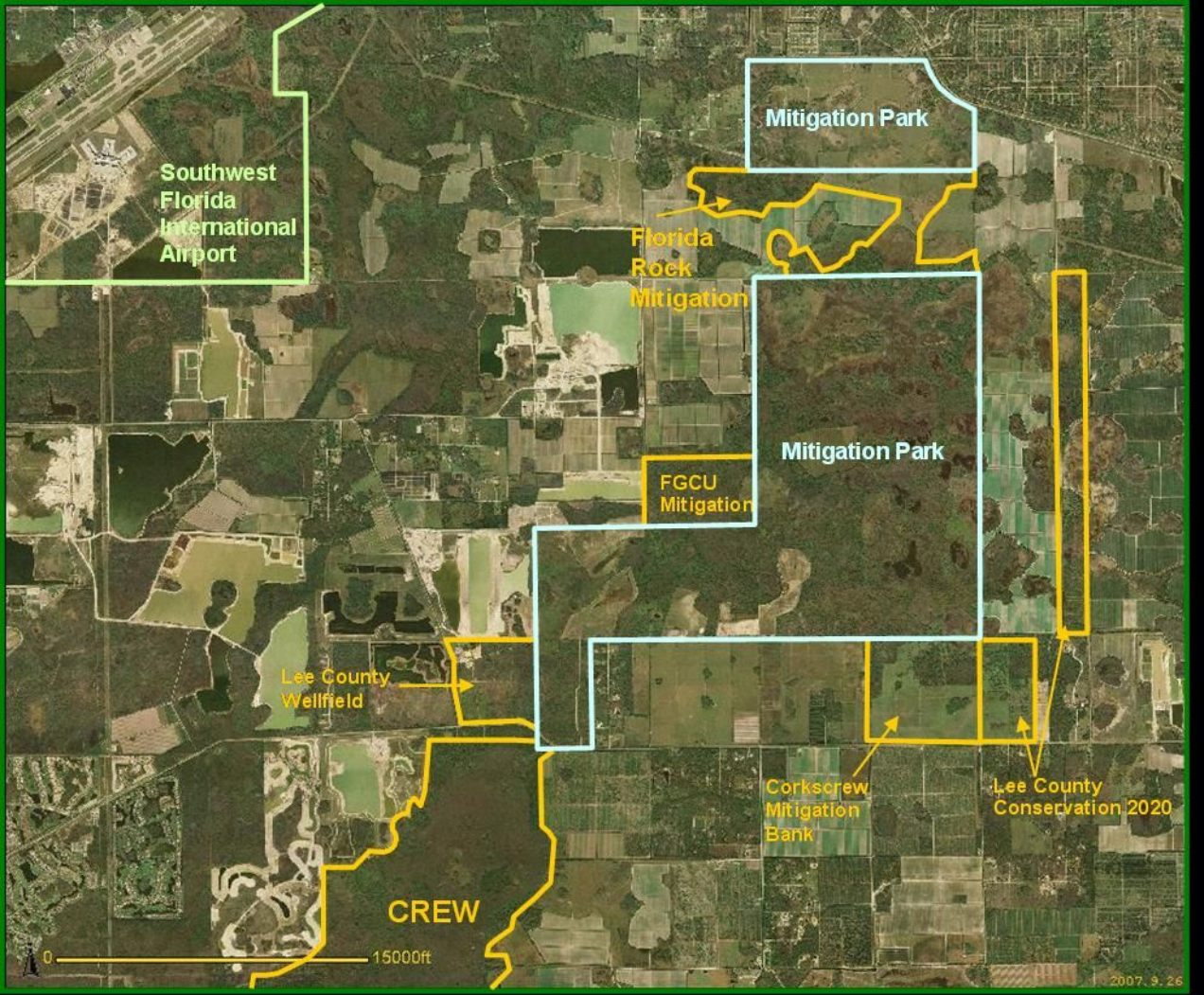
Attachments:

Conservation Easement Form

Project Location Map

Signed Sketch & Legal Description

Boundary Survey



Southwest
Florida
International
Airport

Mitigation Park

Florida
Rock
Mitigation

Mitigation Park

FGCU
Mitigation

Lee County
Wellfield

CREW

Corkscrew
Mitigation
Bank

Lee County
Conservation 2020

0 15000ft

2007.9.26

DEED OF CONSERVATION EASEMENT STANDARD

Prepared by:

Gregory Hagen

Lee County Port Authority

11000 Terminal Access Road

Fort Myers, Florida 33913

Return original or certified recorded document to:

THIS DEED OF CONSERVATION EASEMENT is given this _____ day of _____, 20____, by Lee County, a political sub-division of the State of Florida ("Grantor") whose mailing address is P.O. Box 398 Fort Myers, Florida 33902 to South Florida Water Management District ("Grantee"). As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, the Grantor is the fee simple owner of certain lands situated in Lee County, Florida, and more specifically described on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, Permit No. 36-00080-S ("Permit") and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit, in an enhanced, restored, or created condition; and

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the area of the Property described on Exhibit "B" which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:



1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. Purpose. It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. Prohibited Uses. Except for activities that are permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, and monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement area:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:
i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;
ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;
iii. Activities authorized by the Permit or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and
iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas;
and

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. Grantor's Reserved Rights. Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement.

5. No Dedication. No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

6. Grantee's Liability. Grantee's liability is limited as provided in Subsection 704.06(10) and Section 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

7. Enforcement. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

8. Taxes. When perpetual maintenance is required by the Permit, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.

9. Assignment. Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

10. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

11. Terms and Restrictions. Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

12. Written Notice. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. Modifications. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Lee County, Florida.

14. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of Lee County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, N/A ("Grantor") has hereunto set its authorized hand this _____ day of _____, 20____.

A Florida corporation or _____ (choose one)

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Signed, sealed and delivered in our presence as witnesses:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

STATE OF FLORIDA

COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, the person who subscribed to the foregoing instrument, as the _____ (title), of _____ (corporation), a Florida corporation, or _____ (choose one) and acknowledged that he/she executed the same on behalf of said

IN WITNESS WHEREOF, the Grantor has hereunto set its authorized hand this ____ day of _____, 20__.

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

LINDA DOGGETT, CLERK

BY: _____
Signature

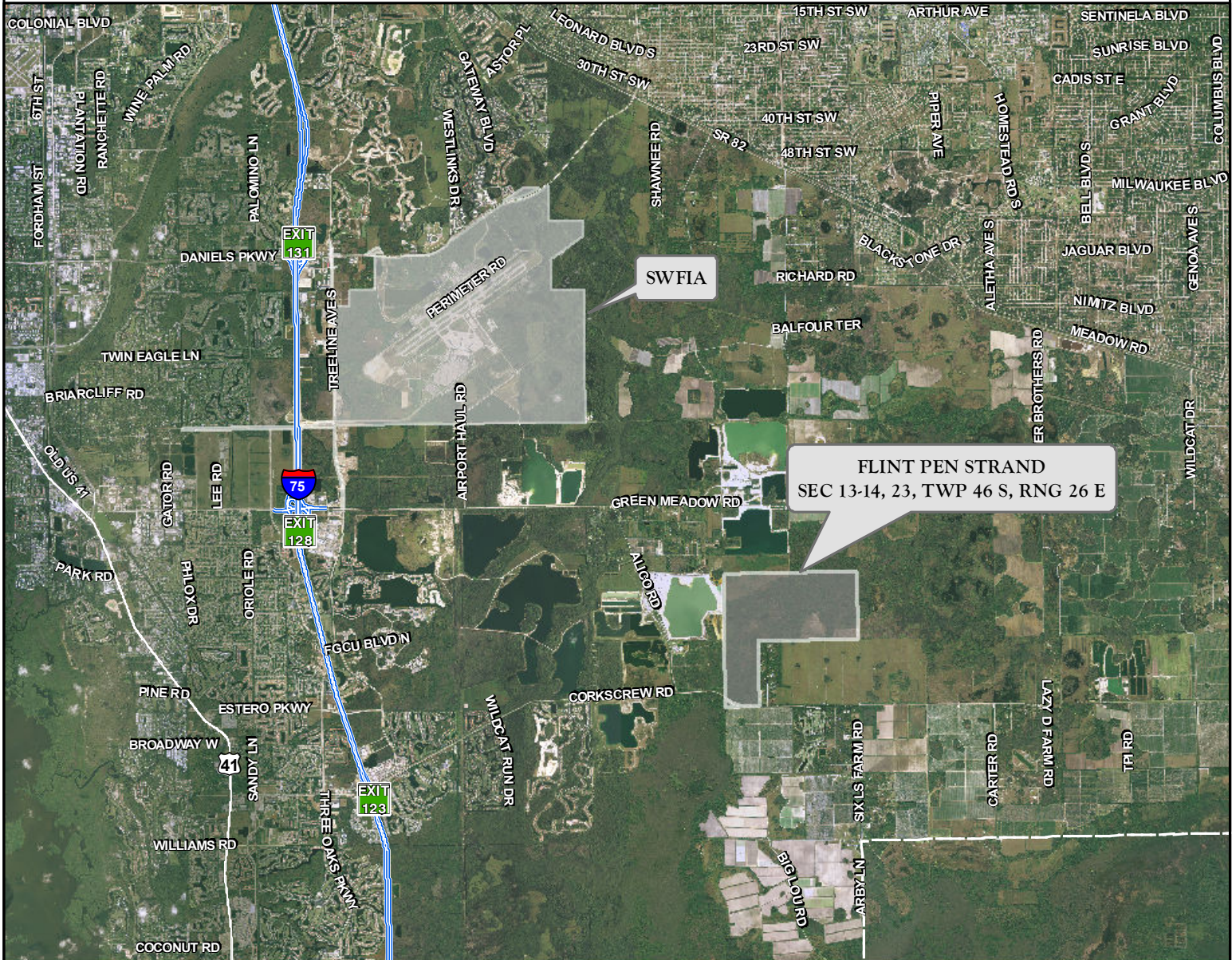
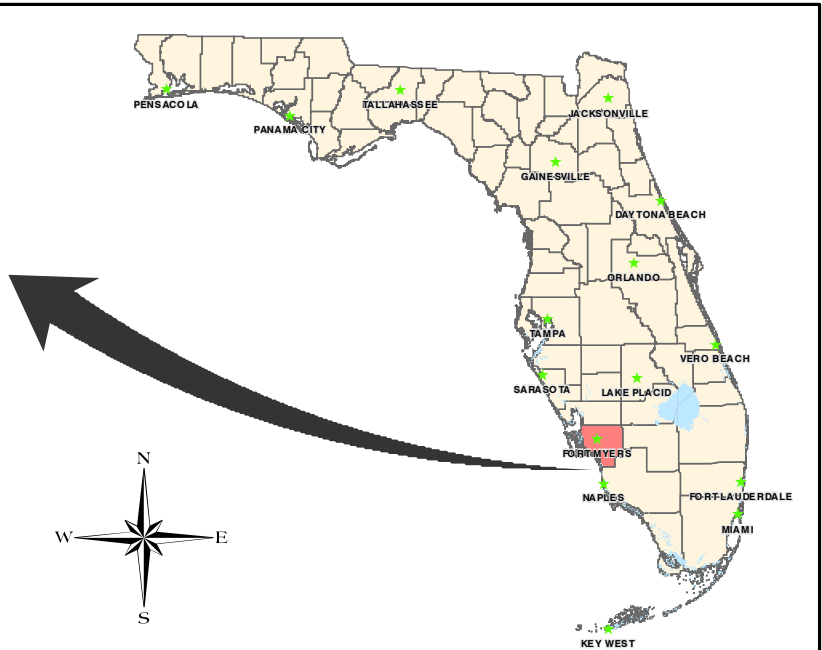
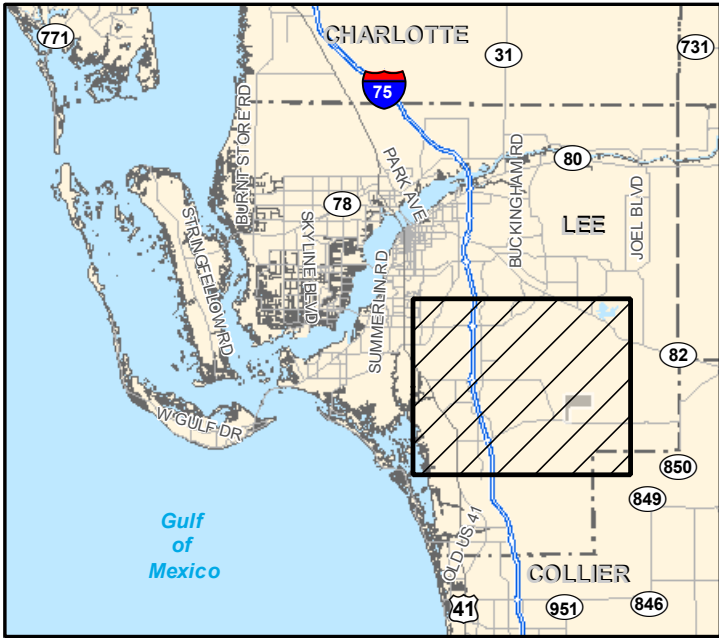
Typed or printed name
Deputy Clerk

BY: _____
Signature

Typed or printed name
Chair / Vice-Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

Lee County Attorney's Office



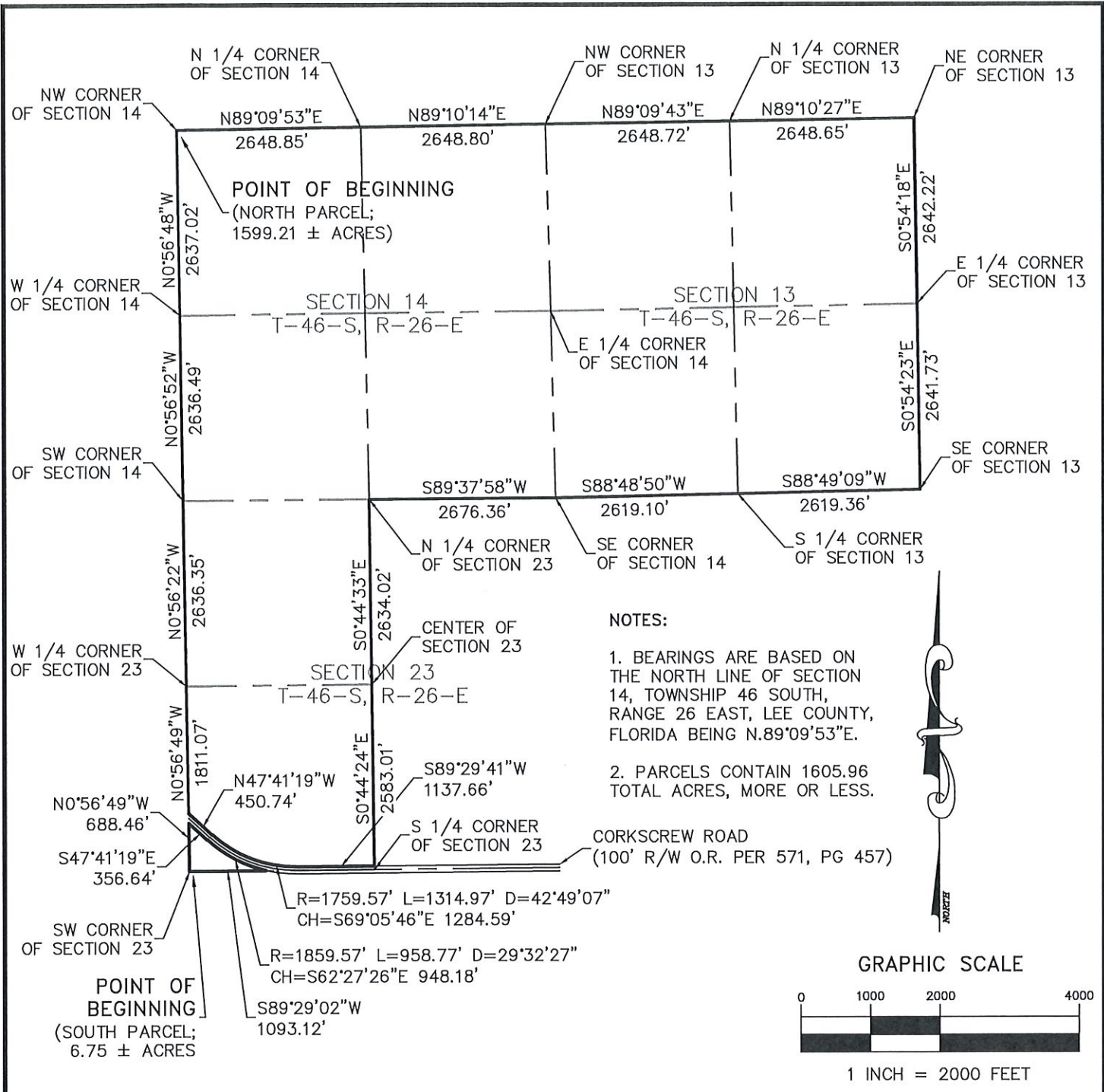
J:\2019\ILCP2083\GIS\2019\SWFIA_MITIGATION_PARK\LETTER_TO_SF\WD_Regards_CEL\Figures\EXHIBIT_A_Project_Location_Map.MXD - 7/2/2019 @ 10:45:41 AM

EXHIBIT A. PROJECT LOCATION MAP
FLINT PEN STRAND

DRAWN BY	DATE
H.H.	7/18/18
REVIEWED BY	DATE
S.J.	7/18/18
REVISED	DATE



EXHIBIT "B"



FLINT PEN STRAND PROPERTY	Issue Date: 6-18-2018 Field Date: 6-15-2018 08/02/18-Corrected Agerage Checked: EFG Drawn: KAS Field: JRA Scale: 1" = 2000' Project No.: 0740 CAD File: 0740-003 Sheet No. 1 of 1	 E.F. Gaines Surveying Services, Inc. FL License No. LB7165 5235 Ramsey Way, Suite 10 Fort Myers, Florida 33907 Phone: 239-418-0126 Fax: 239-418-0127 Web: EFGaines.com
This is a sketch to accompany a legal description (see attached) of a parcel of land being all of Section 13, Section 14 and the West 1/2 of Section 23 less the R/W of Corkscrew Road, Township 46 South, Range 26 East, Lee County, Florida. Elizabeth F. Gaines P.S.M. Digitally signed by Elizabeth F. Gaines P.S.M. 4576 State of Florida Date: 2020.11.15 18:10:47 -05'00'		
Not valid without the signature and raised seal or Adobe electronic signature of Elizabeth F. Gaines, PSM shown above		

EXHIBIT "B"



E.F. Gaines Surveying Services, Inc.
5235 Ramsey Way, Suite 10
Fort Myers, Florida 33907
(P) 239-418-0126 : (W) EFGaines.com

LEGAL DESCRIPTION

For the Flint Pen Strand Property

All of Section 13, Section 14 and the West half of Section 23, less and except Corkscrew Road (100' wide right-of-way per Official Record Book 571, Page 457, Public Records of Lee County, Florida) all in Township 46 South, Range 26 East, Lee County, Florida

All of Section 13, Section 14 and the West half of Section 23, less and except Corkscrew Road (100' wide right-of-way per Official Record Book 571, Page 457, Public Records of Lee County, Florida), all in Township 46 South, Range 26 East, Lee County, Florida and being more particularly described as follows:

NORTH PARCEL

BEGINNING at the Northwest corner of Section 14, Township 46 South, Range 26 East, Lee County, Florida;
thence along the North line of the Northwest quarter (NW 1/4) of said Section 14, N89°09'53"E for 2648.85 feet to the North quarter (N 1/4) corner of said Section 14;
thence along the North line of the Northeast quarter (NE 1/4) of said Section 14, N89°10'14"E for 2648.80 feet to the Northwest (NW) corner of Section 13;
thence along the North line of said Northwest quarter (NW 1/4) of Section 13, Township 46 South, Range 26 East, Lee County, Florida N89°09'43"E for 2648.72 feet to the North quarter (N 1/4) corner of said Section 13;
thence along the North line of the Northeast quarter (NE 1/4) of said Section 13, N89°10'27"E for 2648.65 feet to the Northeast (NE) corner of said Section 13;
thence along the East line of the Northeast quarter (NE 1/4) of said Section 13, S0°54'18"E for 2642.22 feet to the East quarter (E 1/4) corner of said Section 13;
thence along said East line of the Southeast quarter (SE 1/4) of said Section 13, S0°54'23"E for 2641.73 feet to the Southeast (SE) corner of said Section 13;
thence along the South line of the Southeast quarter (SE 1/4) of said Section 13, S88°49'09"W for 2619.36 feet to the South quarter (S 1/4) corner of said Section 13;
thence along said South line of the Southwest quarter (SW 1/4) of said Section 13, S88°48'50"W, for 2619.10 feet to the Southeast (SE) corner of said Section 14;
thence along the South line of the Southeast quarter (SE 1/4) of said Section 14, S89°37'58"W, for 2676.36 feet to the North quarter (N 1/4) corner of Section 23, Township 46 South, Range 26 East, Lee County, Florida;
thence along the East line of the Northwest quarter (NW 1/4) of said Section 23, S0°44'33"E for 2634.02 feet to the Center of said Section 23;

thence along said East line of the Southwest quarter (SW 1/4) of said Section 23, S0°44'24"E for 2583.01 feet to the northerly right-of-way line of Corkscrew Road (100' wide right-of-way per Official Record Book 571, Page 457, Public Records of Lee County, Florida);
thence along said northerly right-of-way line of Corkscrew Road, S89°29'41"W for 1137.66 feet;
thence continue along said right-of-way line northwesterly 1314.97 feet along the arc of a circular curve concave to the northeast, having a radius of 1759.57 feet, through a central angle 42°49'07" being subtended by a chord which bears S69°05'46"E for 1284.59 feet;
thence continue along said right-of-way line N47°41'19"W for 450.74 to the West line of the Southwest quarter (SW 1/4) of said Section 23;
thence along said West line of the Southwest quarter (SW 1/4) of said Section 23, N0°56'49"W for 1811.07 feet to the West quarter (W 1/4) corner of said Section 23;
thence along the West line of the Northwest quarter (NW 1/4) of said Section 23, N0°56'22"W for 2636.35 feet to the Southwest (SW) corner of said Section 14;
thence along the West line of the Southwest quarter (SW 1/4) of said Section 14, N0°56'52"W for 2636.49 feet to the West quarter (W 1/4) corner of said Section 14;
thence along the West line of the Northwest quarter (NW 1/4) of said Section 14, N0°56'48"W for 2637.02 feet to the **POINT OF BEGINNING** of the Parcel herein described;

North Parcel contains 1,599.21 acres, more or less.

ALONG WITH:

SOUTH PARCEL

BEGINNING at the Southwest (SW) corner of Section 23, Township 46 South, Range 26 East, Lee County, Florida;
thence along the West line of the Southwest quarter (SW 1/4) of said Section 23, N0°56'49"W for 688.46 feet to the southerly right-of-way line of Corkscrew Road (100' wide right-of-way per Official Record Book 571, Page 457, Public Records of Lee County, Florida);
thence along said southerly right-of-way line of Corkscrew Road, S47°41'19"E for 356.64 feet;
thence continue along said right-of-way line southeasterly 958.77 feet along the arc of a circular curve concave to the northeast, having a radius of 1859.57 feet, through a central angle of 29°32'27" and being subtended by a chord which bears S62°27'26"E for 948.18 feet to a point on the South line of the Southwest quarter (SW 1/4) of said Section 23;
thence along said South line of the Southwest quarter (SW 1/4) of said Section 23, S89°29'02"W for 1093.12 feet to the **POINT OF BEGINNING** of the Parcel herein described;


South Parcel contains 6.75 acres, more or less.

Parcels contain 1605.96 total acres, more or less;

Bearings are based on North line of the Northwest quarter (NW 1/4) of Section 14, Township 46 South, Range 26 East, being N.89°09'53"E.

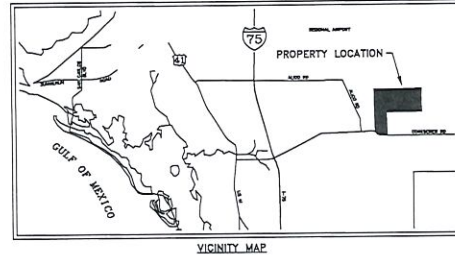
Subject to easements, restrictions, reservations and rights-of-way (recorded, unrecorded, written and unwritten);

Elizabeth F. Gaines P.S.M.
4576 State of Florida

 Digitally signed by Elizabeth F. Gaines
P.S.M. 4576 State of Florida
Date: 2020.11.15 18:12:48 -05'00'



E.F. Gaines
 Surveying Services, Inc.
 FL License No. LB7165
 5235 Ramsey Way, Suite 10
 Fort Myers, Florida 33907
 Phone: 239-418-0126
 Fax: 239-418-0127
 Web: EFGaines.com



SURVEYOR'S REPORT

1. Dimensions are in feet and decimals thereof.
2. Horizontal control for this project is based on the State Plane Coordinate System, Florida West Zone, North American Datum of 1983 (NAD 83) utilizing RTK GPS equipment operating on the Trimble VRS network. Survey Feet.
3. Aerial imagery shown was obtained from the Lee County GIS Website and is stated to have been taken on January 7, 2018. It may not reflect the current land conditions and improvements.
4. Interior roads, barns, wetlands, fences, walls, utilities, etc. have not been located under the scope of this survey.
5. Underground improvements including utilities, if any, have not been investigated, located or confirmed.
6. Environmental assessments or audits, if any, have not been reflected on this survey.
7. Property contains 1805.96 total acres, more or less.
8. Lands shown herein are subject to assessments, restrictions, reservations and rights-of-way (recorded, unrecorded, written and unwritten). The surveyor has not performed an arched with a title search for this project area.
9. Date of field work: June 15, 2018

LEGAL DESCRIPTION

All of Section 13, Section 14 and the West half of Section 23, less and except Corkscrew Road 100' wide right-of-way per Official Record Book 271, Page 437, Public Records of Lee County, Florida; all in Township 46 South Range 26 East, Lee County, Florida and being more particularly described as follows:

NORTH PARCEL

BEGINNING at the Northwest corner of Section 14, Township 46 South, Range 26 East, Lee County, Florida; thence along the North line of the Northwest quarter (NW 1/4) of said Section 14, N89°03'3"E for 2848.83 feet to the North quarter (N 1/4) corner of said Section 14; thence along the North line of the Northwest quarter (NW 1/4) of said Section 14, N89°10'14"E for 2848.80 feet to the Northwest (NW) corner of said Section 14; thence along the North line of the Northwest quarter (NW 1/4) of said Section 14, N89°10'14"E for 2848.85 feet to the Northeast (NE) corner of said Section 14; thence along the East line of the Northwest quarter (NE 1/4) of said Section 13, S07°41'0"E for 2842.32 feet to the East quarter (E 1/4) corner of said Section 13; thence along the East line of the Northwest quarter (NE 1/4) of said Section 13, S07°41'0"E for 2841.73 feet to the East line of the Southwest quarter (SE 1/4) of said Section 13, S88°40'30"W for 2819.36 feet to the South quarter (S 1/4) corner of said Section 13; thence along the South line of the Southwest quarter (SW 1/4) of said Section 13, S88°40'30"W for 2819.36 feet to the Southwest (SW) corner of said Section 13; thence along the South line of the Southwest quarter (SW 1/4) of said Section 14, S88°40'30"W for 2819.36 feet to the North quarter (N 1/4) corner of said Section 23, Township 46 South, Range 26 East, Lee County, Florida; thence along the East line of the Northwest quarter (NW 1/4) of said Section 23, S07°41'0"E for 2842.32 feet to the Center of said Section 23; thence along the East line of the Southwest quarter (SW 1/4) of said Section 23, S07°41'0"E for 2842.32 feet to the northern right-of-way line of Corkscrew Road 100' wide right-of-way per Official Record Book 271, Page 437, Public Records of Lee County, Florida; thence along said northern right-of-way line of Corkscrew Road, S88°29'41"W for 1137.86 feet; thence continue along said right-of-way line northwesterly 1214.27 feet along the arc of a circular curve concave to the northeast, having a radius of 1788.27 feet, through a central angle of 42°47'37" being subtended by a chord which bears S59°03'48"E for 1284.59 feet; thence continue along said right-of-way line N48°41'0"W for 452.74 to the West line of the Southwest quarter (SW 1/4) of said Section 23; thence along said West line of the Southwest quarter (SW 1/4) of said Section 23, N07°50'49"W for 1811.07 feet to the West quarter (W 1/4) corner of said Section 23; thence along the West line of the Southwest quarter (SW 1/4) of said Section 14, N07°50'22"W for 2836.35 feet to the Southwest (SW) corner of said Section 14; thence along the West line of the Southwest quarter (SW 1/4) of said Section 14, N07°50'22"W for 2836.49 feet to the West quarter (W 1/4) corner of said Section 14; thence along the West line of the Southwest quarter (SW 1/4) of said Section 23, S88°29'41"W for 1137.86 feet to the POINT OF BEGINNING of the Parcel herein described.

North Parcel contains 1,805.96 acres, more or less.

ALONG WITH:

SOUTH PARCEL

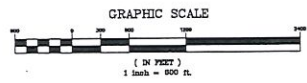
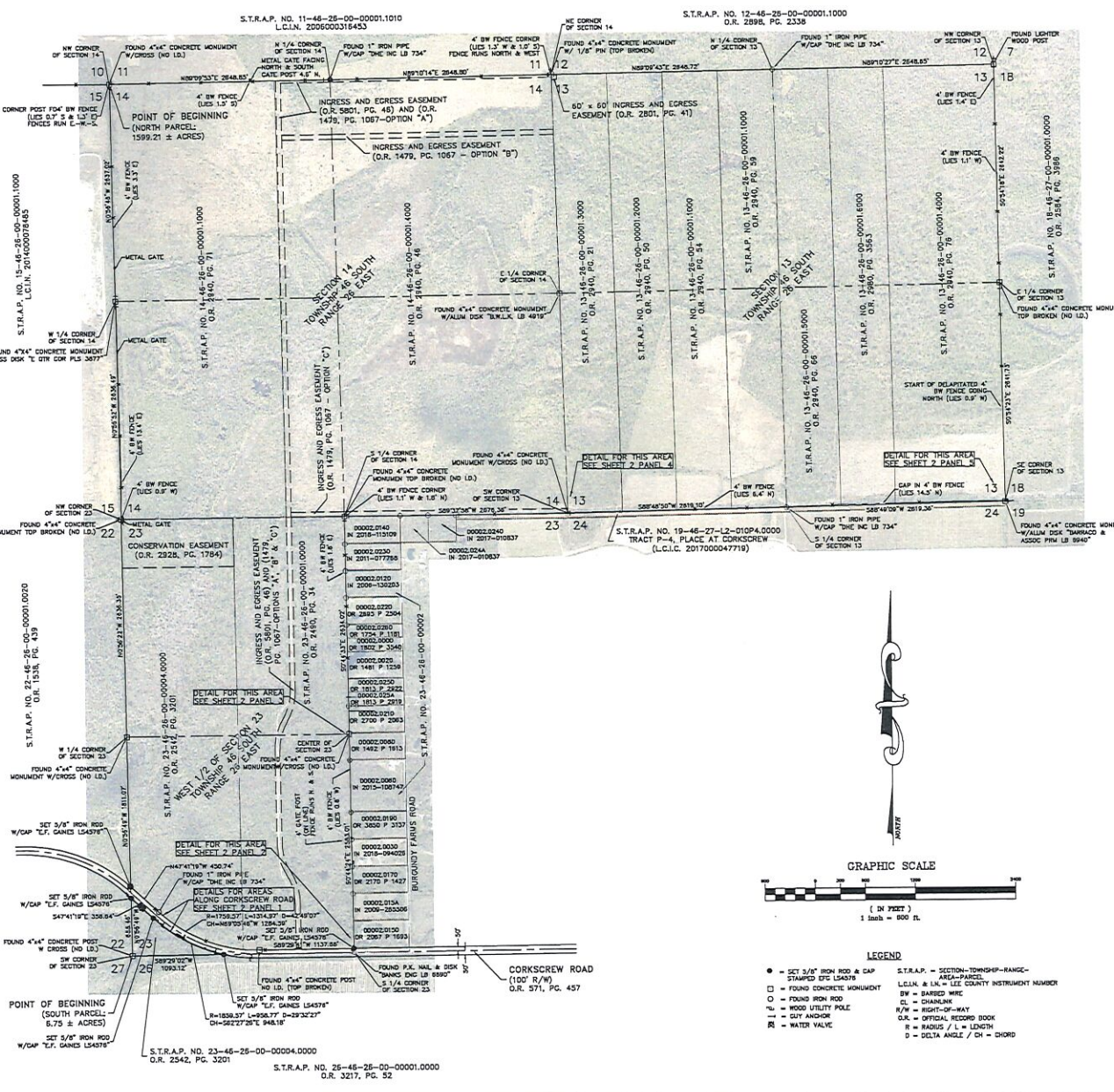
BEGINNING at the Southwest (SW) corner of Section 23, Township 46 South, Range 26 East, Lee County, Florida; thence along the West line of the Southwest quarter (SW 1/4) of said Section 23, N07°50'49"W for 1808.46 feet to the southern right-of-way line of Corkscrew Road 100' wide right-of-way per Official Record Book 271, Page 437, Public Records of Lee County, Florida; thence along said southern right-of-way line of Corkscrew Road, S47°18'0"E for 326.54 feet; thence continue along said right-of-way line southeasterly 956.77 feet along the arc of a circular curve concave to the north, having a radius of 1839.37 feet, through a central angle of 23°32'27" and being subtended by a chord which bears S22°27'28"E for 948.16 feet to a point on the South line of the Southwest quarter (SW 1/4) of said Section 23; thence along said South line of the Southwest quarter (SW 1/4) of said Section 23, S88°29'41"W for 1063.12 feet to the POINT OF BEGINNING of the Parcel herein described.

South Parcel contains 8.8 acres, more or less.

Bearings are based on North of the Northwest quarter (NW 1/4) of Section 14, Township 46 South, Range 26 East, being LB87932.5.

Persons call to 1805.88 acres, more or less.

Subject to assessments, restrictions, reservations and rights-of-way (recorded, unrecorded, written and unwritten).



- LEGEND**
- = SET 3/8" IRON ROD & CAP STAMPED EFS 154978
 - = FOUND CONCRETE MONUMENT
 - = FOUND IRON ROD
 - = CHAINING
 - = RIGHT-OF-WAY
 - = CIVIL ANCHOR
 - ⊠ = WATER VALVE
- S.T.R.A.P. = SECTION-TOWNSHIP-RANGE-AREA-PARCEL
 L.E.I.X. & L.I.N. = LEE COUNTY INSTRUMENT NUMBER
 SW = BARRED WIRE
 CL = CHAINING
 R/W = RIGHT-OF-WAY
 O.R. = OFFICIAL RECORD BOOK
 R = RADIUS / L = LENGTH
 CH = DELTA ANGLE / CH = CHORD

BOUNDARY SURVEY

FOR THE FLINT PEN STRAND PROPERTY BEING ALL OF SECTIONS 13 AND 14 AND THE WEST HALF OF SECTION 23 LESS CORKSREW ROAD R/W, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA

REVIEWED AND APPROVED BY:
 Elizabeth P.S.M.
 Digitally signed by Elizabeth P.S.M.
 4576 State of Florida
 Date: 2018.07.08 16:45:52 -0400

Revisions: 8/02/18 - ADDED DETAILS SH 2

Issue Date: 06/18/2018
 Field Date: 06/15/2018
 Checked: EFG
 Drawn: KAS
 Field: JRA
 Scale: 1"=600'
 Project No.: 0740
 CAD File: 0740-001
 Sheet No. 1 of 2



E.F. Gaines
 Surveying Services, Inc.
 FL License No. LB7165
 5235 Ramsey Way, Suite 10
 Fort Myers, Florida 33907
 Phone: 239-418-0126
 Fax: 239-418-0127
 Web: EFGaines.com

BOUNDARY SURVEY
 FOR THE FLINT PEN STRAND PROPERTY BEING ALL OF
 SECTIONS 13 AND 14 AND THE WEST HALF OF SECTION 23
 LESS CORKSCREW ROAD R/W/
 TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA

DETAILS
 FOR AREAS
 INDICATED ON
 SHEET 1

Revisions:

Issue Date: 05/18/2018

Field Date: 06/15/2018

Checked: EFG

Drawn: KAS

File: JRA

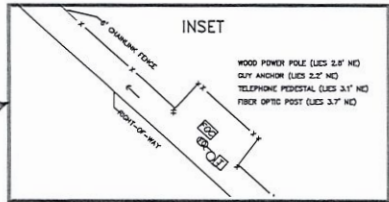
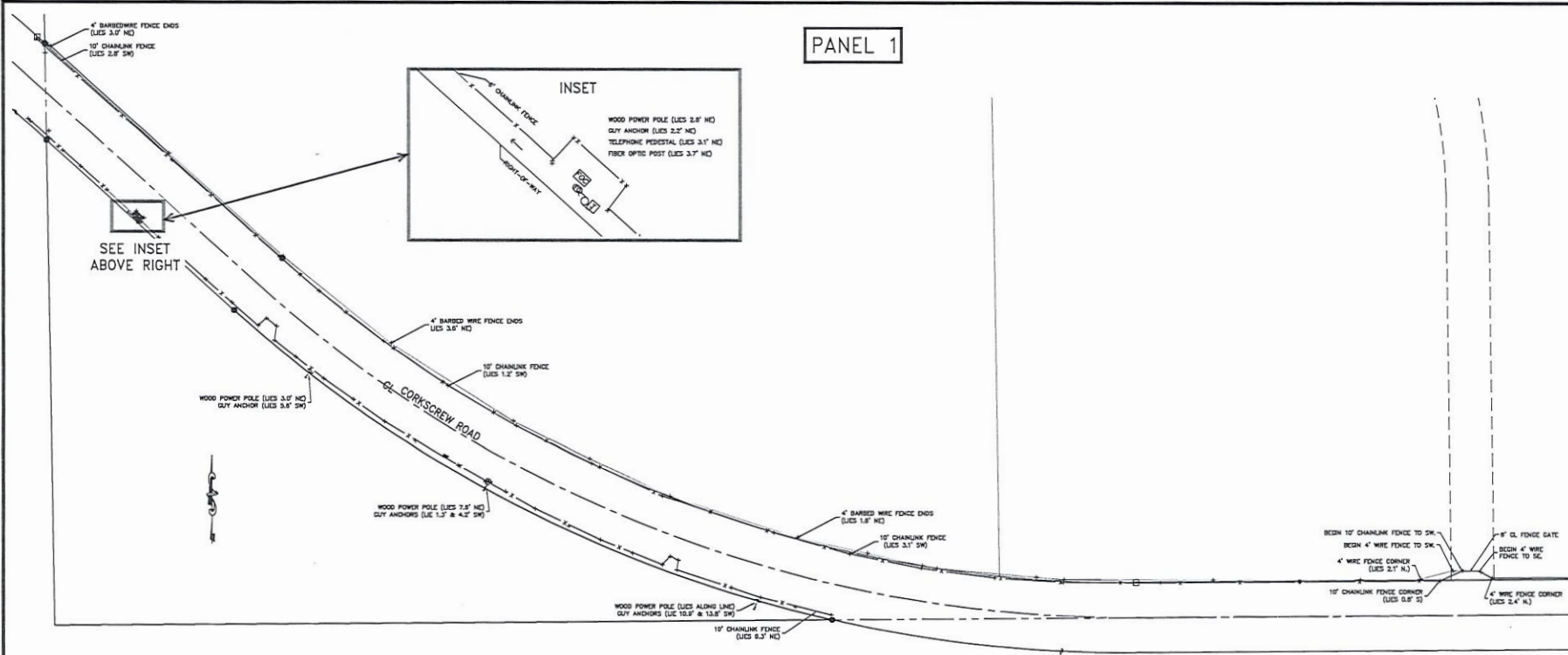
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Project No.: 0740

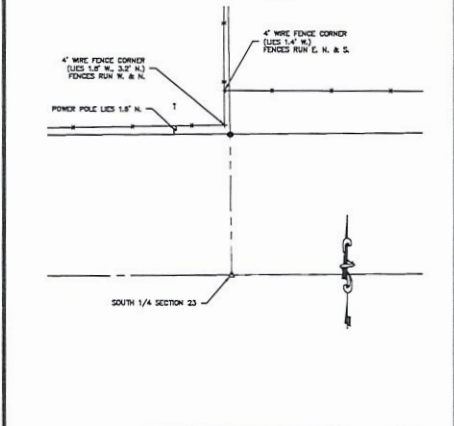
CAD File: 0740-001

Sheet No. 2 of 2

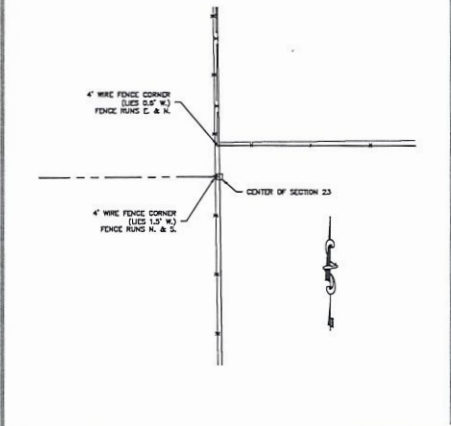
PANEL 1



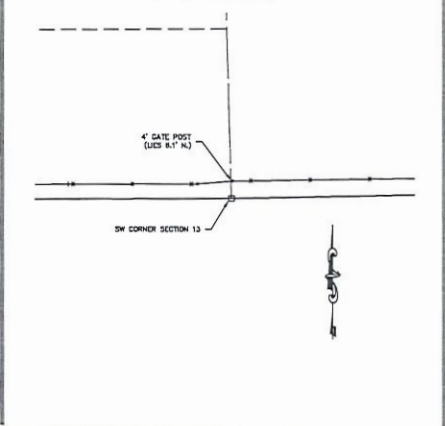
PANEL 2



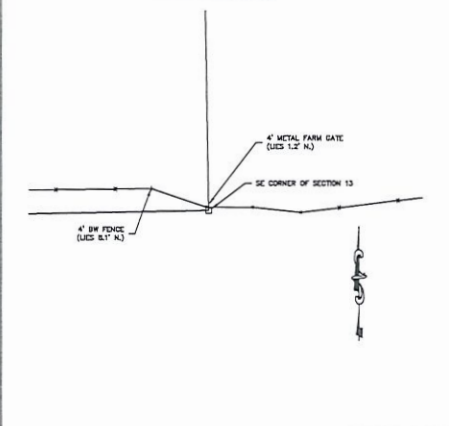
PANEL 3



PANEL 4



PANEL 5



BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Approve an amendment and extension of the existing agreement with Amadeus Airport IT Americas, Inc. for Common/Shared Use Passenger Processing System (C/SUPPS) software and hardware maintenance and support for up to five years at a total amount of \$505,066. Delegate authority to the Executive Director to purchase additional services, as necessary, in accordance with the terms of the agreement, as amended.
2. **FUNDING SOURCE:** General operating revenues collected during the normal operations of the airport, account string VF5132541200.503460
3. **TERM:** Five Years commencing April 1, 2021 – 3/31/2026
4. **WHAT ACTION ACCOMPLISHES:** Amends and extends the initial agreement to provide ongoing software support and maintenance services for the common use passenger processing system. Delegates authority to the Executive Director, or designee, to authorize additional services in accordance with the terms and conditions of the agreement.

5. **CATEGORY:** 6.
Administrative Agenda

6. **ASMC MEETING DATE:** 2/16/2021

7. **BoPC MEETING DATE:** 3/4/2021

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Brian McGonagle

DIV. Administration

10. **BACKGROUND:**

On Sept. 3, 2015 the Board of Port Commissioners executed an agreement between Lee County Port Authority and Air Transport IT Services, Inc. for the purchase, installation and implementation of a Common/Shared Use Passenger Processing System (C/SUPPS) for Southwest Florida International Airport. The initial term of the agreement was for five years and included ongoing software maintenance and support services upon successful implementation of the hardware. Air Transport IT Services, Inc. was acquired by Amadeus on April 27, 2015. The C/SUPPS is a critical airport system relied upon by the all of the airlines at RSW and the Port Authority wishes to continue use of the system and requires ongoing hardware and software support to keep the system running at peak performance.

The proposed agreement also has a provision for the Executive Director, or his designee, to purchase additional services as necessary, in accordance with the terms of the agreement. For example, if a new entrant to the market

11. RECOMMENDED APPROVAL

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

requests to be on the Airport's common use platform, the Airport would purchase kiosks and common use terminal equipment to serve the new entrant. After the warranty expires, that equipment would require annual software support. This item typically does not require Board action as software support is exempt from competitive solicitation per the Airport's purchasing policy. However, effective October 1, 2020 Florida Statute Section 332.0075(3)(b) states "a governing body must approve, award, or ratify all contracts executed by or on behalf of a commercial service airport in excess of the threshold amount provided in Florida Statute Section 287.017 for CATEGORY FIVE as a separate line item on the agenda and must provide a reasonable opportunity for public comment. Such contracts may not be approved, awarded, or ratified as part of a consent agenda". The threshold for category five is \$325,000.

Attachments:

First Amendment and Extension Agreement Amadeus

Contract No. _____
Vendor No. _____

**FIRST AMENDMENT AND EXTENSION TO
LEE COUNTY PORT AUTHORITY
SERVICE PROVIDER AGREEMENT
RFB 15-17**

COMMON/SHARED USE PASSENGER PROCESSING SYSTEM (S/SUPPS)

THIS FIRST AMENDMENT AND EXTENSION 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 AMADEUS AIRPORT IT AMERICAS, INC., a Delaware corporation, formerly AIR-TRANSPORT IT SERVICES, INC., authorized to do business in the State of Florida, ("PROVIDER"), at 5950 Hazeltine National Drive, Suite 210, Orlando, FL 32822, Federal Identification Number 36-4445196, to amend and extend the term of the September 3, 2015, Service Provider Agreement between the parties (called the "Agreement") as set out below.

WITNESSETH

WHEREAS, the Parties entered into the Agreement to provide for the Southwest Florida International Airport ("Airport") in Fort Myers, Florida; and,

WHEREAS, Section 5.0 of the Agreement provides for a five (5) year term commencing on September 3, 2015; and,

WHEREAS, the parties have agreed to extend the initial term for an additional five (5) years from the original expiration date under the terms below; and,

WHEREAS, the parties have further agreed to amend the Agreement to provide an updated list of services to be provided and a compensation schedule for the extended term; and,

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 extend the term of the Agreement and amend the correspondingly numbered sections of the Agreement as follows:

1. Recitals

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

2. Section 5.0 – Term - is amended to add subparagraph (3) as follows:

(3) The term of this Agreement shall be extended for an additional five (5) years commencing on April ____, 2021.

3. Section 8.0 – Compensation and Method of Payment, subsection 8.1 – Basic Services, is amended to add the following paragraph:

During the extended term of this Agreement, Authority will pay the Provider for all requested and authorized basic services completed in accordance with the requirements, provisions, and/or terms of this Agreement based on the compensation schedule set forth in Exhibit “B-1”, which is attached hereto and made a part of this Agreement.

4. Section 12.0 – Public Records - is amended to add subparagraph (4) as follows:

Provider specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

a) 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;

b) 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;

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

d) 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](http://www.flylcpa.com/public-records).

5. Section 18.2 Coverages is amended to (a) renumber existing subparagraph 18.2.4 as 18.2.5; (b) renumber existing subparagraph 18.2.5 as 18.2.6, and (c) add a new subparagraph 18.2.4 as follows:

18.2.4. Technology Professional Liability (Errors and Omissions)

Insurance appropriate to Provider's profession shall be maintained by Provider, with limits of not less than \$2 million per occurrence or claim, \$2 million aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by Provider under this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, invasion of privacy violations, information theft, damage to or destruction of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well and regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

6. Section 28.0 – E-Verify - is stricken in its entirety and replaced with the following to comply with Section 488.095, Florida Statutes (2020):

Provider certifies that it has registered and is using 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 registration within thirty (30) days of the date of this Agreement.

Provider agrees to use the E-Verify Program to confirm the employment eligibility of:

- a) All persons employed by Provider during the term of this Agreement.
- b) All persons, including contractors and subcontractors, assigned by the Provider to perform work or provide services or supplies under the Agreement.

Provider further agrees that it will require each contractor or subcontractor performing work or providing services or supplies 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.

7. Remaining Terms - The remaining terms of the Agreement are in full force and effect.

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

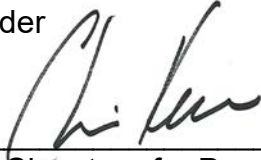
By: _____
Chair or Vice-Chair

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:

AMADEUS AIRPORT IT AMERICAS,
INC., Provider



Witness

Authorized Signature for Provider

Witness

By: CHRIS KELLER
Printed Name

SEAL

VICE PRESIDENT

Title

EXHIBIT AB-1@

COMPENSATION SCHEDULE

COVERED ITEMS	AMOUNT
Servers and associated hardware (including 5 years of manufacturer maintenance)	
Workstations (including thin client, mouse, keyboard, display and mounting hardware) (including 5 years of manufacturer maintenance)	
Peripherals (printers, scanners)	
Parts Inventory	
C/SUPP Software License Fees	
Amadeus – provided Third-Party Software Licenses	
Help Desk/Professional Services	

TOTAL: ITEMS 1 – 7

ITEMS NOT COVERED

Nutanix support

FIVE YEAR C/SUPP SOFTWARE MAINTENANCE AND SUPPORT

Year Six:	C/SUPP software maintenance and support (4/1/21 – 3/31/22)	\$95,131.00
Year Seven:	C/SUPP software maintenance and support (4/1/22 – 3/31/23)	\$97,985.00
Year Eight:	C/SUPP software maintenance and support (4/1/23 – 3/31/24)	\$100,925.00
Year Nine:	C/SUPP software maintenance and support (4/1/24 – 3/31/25)	\$103,953.00
Year Ten:	C/SUPP software maintenance and support (4/1/25 – 3/31/26)	\$107,072.00
	TOTAL C/SUPPS SOFTWARE MAINTENANCE AND SUPPORT	\$505,066.00

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board select the proposal submitted by the sole responsive, responsible proposer, AFCO Aviation Facilities Company Management, LLC, in response to Request for Proposals (RFP) 21-03TLB for "Lease of Land for Development and Operation of an Air Freight Building at Southwest Florida International Airport."
2. **FUNDING SOURCE:** N/A
3. **TERM:** 25 years, plus two (2) options to extend term for 5 years each
4. **WHAT ACTION ACCOMPLISHES:** Selects, and authorizes staff to begin contract negotiations with, the sole responsive and responsible proposer.

5. **CATEGORY:** 7.
Administrative Agenda

6. **ASMC MEETING DATE:** 2/16/2021

7. **BoPC MEETING DATE:** 3/4/2021

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Brian McGonagle

DIV. Administration

10. **BACKGROUND:**

The original RSW terminal complex located north of the runway included an airline air freight building of approximately 13,500 square feet. That building was designed in 1982 and is believed to have been in use since the original terminal's opening in 1983. The building is used by passenger airlines (for belly freight) and companies that service them. Except for one bay that was subdivided into smaller areas and is partially unleased, the building is fully occupied, and the Authority has recently had to turn away at least one prospective tenant.

The building is nearing the end of its useful life and will require significant investment to extend that life. Also, with RSW's terminal now south of the runway, the building's current location on the north side of the runway is not very practical for RSW's passenger airlines. Accordingly, the Authority selected a site south of the runway, near the rental car fuel farm and future consolidated receiving facility, for a potential replacement air freight building.

On September 17, 2020, the Authority advertised Request for Proposals (RFP) 21-03TLB, for "Lease of Land for Development and Operation of an Air Freight Building at Southwest Florida International Airport." The advertisement appeared in statewide and national aviation trade publications, the Fort Myers News-Press, and on the Port Authority's website. A non-mandatory pre-proposal meeting was held remotely on September 28, 2020, to discuss the requirements and objectives of the RFP and to answer questions. Addendums to the RFP were released on October 16, November 10, and November 20, 2020. On December 3, 2020, two proposals were received from the following

11. RECOMMENDED APPROVAL

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

companies (listed alphabetically):

- Aeroterm Acquisitions, LLC (herein "Aeroterm")
- AFCO Aviation Facilities Company Management, LLC (herein "AFCO")

A publicly noticed meeting of the Authority's Staff Evaluation Committee was held remotely on December 18, 2020, to review the proposals to determine which proposers were responsible and submitted responsive proposals, and to recommend an order of preference of the responsive, responsible proposers to the Airports Special Management Committee (ASMC) for their consideration. During this meeting, it was noted that the Aeroterm proposal is a non-binding, contingent offer for development on the site indicated in the RFP, indicates that their development of the site is not feasible, and proposes an alternative location (north of the runway), which they refer to as "Option B," to develop an air freight building on land they already lease.

The "Option B" location does not advance the Authority's goal of having a replacement air freight building developed south of the runway, which was the central requirement of the RFP. Also, evaluation of this option would be unfair to the other proposer (AFCO) which submitted a proposal based on the site requirements and information as indicated in the RFP, and other firms which may have submitted proposals had an alternative site been an option. For these reasons, the staff evaluation committee did not consider "Option B" of the Aeroterm proposal during the evaluation process.

Regarding Aeroterm's proposal for development on the site indicated in the RFP requirements (Aeroterm's "Option A"), it was noted that the proposal:

- states (in Section 6B Conceptual Site Plan, under the heading "Non-Binding") that "there is too much uncertainty as to the feasibility of this proposed development for Aeroterm to commit to a binding proposal at this time."
- states (in Section 6B Conceptual Site Plan, under the heading "Contingencies") that the proposal is submitted based on conditions, including, but not limited to successful negotiation and execution of sublease agreements with all five users in the existing air freight building, and appropriate levels of infrastructure to support operations being delivered to the site boundary line by the Lee County Port Authority.
- states (in Section 7 Leasing Plan), that the proposed estimated annual rental rates for the "Option A" site "would render the project infeasible, and Aeroterm may not be able to transact."
- states (in the Financial Proposal Form) that "the rates needed to support a development as outlined in the RFP raise significant concerns over feasibility."

The contingency requiring the Authority to provide infrastructure to the site is contrary to the RFP, which states in Section B.05 that the site will be delivered in "as is" condition. The contingencies also conflict with the RFP's requirement in Section A.07, as clarified in Addendum 4, that proposals be a "binding offer to sign a lease in substantially the form attached hereto as Exhibit A."

The RFP states (in Section A.08) that the Authority reserves the right to determine that any proposal received that does not contain all of the information, attachments, verification, forms or other information described in the Request for Proposals is nonresponsive. Based on the items listed above, the Staff Evaluation Committee deemed the Aeroterm proposal to be nonresponsive to the RFP.

Accordingly, staff recommends the ASMC find the Aeroterm proposal nonresponsive; recommend the Board select the AFCO proposal for award of the RFP; and authorize staff to begin contract negotiations with AFCO towards finalizing a lease agreement in accordance with the RFP and AFCO's proposal.

Attachments

1. Summaries of RFP and Proposals
2. RFP 21-03TLB
3. Addendums 3, 4, and 5 to RFP 21-03TLB (Addendums 1 and 2 were cancelled)
4. References



RFP #21-03TLB, LEASE OF LAND FOR DEVELOPMENT AND OPERATION OF AN AIR FREIGHT
BUILDING AT
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

SUMMARIES OF RFP AND PROPOSALS

The Request for Proposals

The RFP sought proposals to lease a parcel of at least 3 acres located within a certain 4.53 acre area south of RSW's runway, and to develop and operate an air freight building on thereon. Proposers were requested to set forth, in their proposal:

- (1) the "Minimum Capital Investment" the proposer would guarantee that it would make in its development of the facility;
- (2) the size of the parcel the proposer would lease (at least 3 acres);
- (3) a proposed "Ground Rent" (of at least \$0.50/sf/year);
- (4) a leasing plan, including subtenant rents, fees, or any additional service costs
- (5) a conceptual site layout based upon the RFP and the sample Agreement indicating the location, boundaries, and size of the proposed Leased Premises.

The RFP stated that Ground Rent would commence on the Date of Beneficial Occupancy (DBO) and continue for the remainder of the term. The initial term is 25 years from the DBO and Lessee will have two (2) options to extend for 5 years each. Construction Period Rent is 25% of the initial Ground Rent rate and begins 12 months after the Effective Date and continues until the DBO.

The RFP stated that the Air Freight Building site to be leased (referred to as the "Leased Premises") has not been fully defined, but will be located somewhere within the 4.53 area bounded by a future Remote Loading Dock site on the northeast, the existing service road on the northwest, and the service road alignment on the south. RFP Exhibits D1, D2, and E depict images of the site and location. Minimum requirements for site development are: 3 acres of land; an air freight building with at least 5 subleasable units and at least 15,000 square feet of total floor area; landside parking area sufficient to meet building code requirements and tenant parking needs; and airside parking, receiving, and storage area sufficient to meet tenant operations.

Authority staff coordinated with Lee County staff to confirm that a new Air Freight Building up to 30,000 SF requires no further zoning approval if the existing facility is demolished after construction of the new facility. The RFP provided that, subject to compliance with zoning regulations, the parcel is permitted to be solely used for:

- (1) receipt, storage and shipping of air cargo (including office space ancillary thereto);
- (2) parking, storage, maintenance, and repair of airline ground service equipment;
- (3) provision of aircraft-related or air cargo-related services to airlines such as:
 - (a) air cargo handling;
 - (b) freight forwarding;
 - (c) customs brokerage; and
 - (d) airline ground services.

RFP#21-03TLB Section A.08 states that the Authority reserves the right to determine that any proposal received which does not contain all of the information, attachments, verification, forms or other information described in the Request for Proposals is nonresponsive.

Following is a brief summary of each of the two proposals received:

Aeroterm Acquisitions, LLC

Company/experience – Aeroterm’s proposal states that it has been in business since 1992. The proposer, Aeroterm Acquisitions, LLC, is a Delaware limited liability company, formed in 2015. Aeroterm Acquisitions, LLC is a subsidiary of Aeroterm Management, LLC, which is the manager of Realterm Airport Logistics Properties, LP. Realterm Airport Logistics Properties, LP is a comingled investment vehicle, formed in 2015, with approximately \$1.2B of gross assets consisting of airport related industrial properties across 36 airports in North America. Aeroterm has nearly 30-years of history working with airports and tenants, and has over 17 million sf of buildings and infrastructure at 36 airports across North America. With a vertically integrated operation, Aeroterm employs in-house property management, leasing, construction, accounting, development, and asset management teams.

Proposed development, design, construction/site – Aeroterm strongly recommends an alternative strategy, referred to as “Option B,” to develop the new Air Freight Building on Aeroterm’s existing ground lease parcel (for the existing air cargo building). Aeroterm’s letter of interest states that their “baseline response cannot be considered binding and must only be considered an indication of [our] interest in working with the Lee County Port Authority to find solutions for cargo at RSW.”

“Option A” site – This is the site outlined in the RFP, but Aeroterm’s site layout states it “is for illustrative purposes only.” The “Option A” plan includes an 18,000 SF building on 3.01 acres of land, and assumes that existing tenants will occupy 15,000 SF; there would be 3,000 SF of speculative space for additional demand. “Option A” also includes the capability to expand the building by 12,000 SF. The site plan includes a GSE staging area, loading docks, truck staging area, and ample parking. The proposal states that this plan is for illustrative purposes only.

“Option B” site – This is part of a parcel already under ground lease to Aeroterm subsidiary Aero Ft. Myers, LLC, and is Aeroterm’s recommendation. Other than location, Aeroterm’s “Option B” plan is similar to its Option A plan (18,000 SF building, with the assumption that existing tenants will occupy 15,000 SF), but does not mention capability for expansion.

Contingencies – The proposal states (Section 6B Conceptual Site Plan) that both options are submitted based on contingencies, including, but not limited to: successful negotiation and execution of sublease agreements with all five users in the existing air freight building; appropriate levels of infrastructure to support operations delivered to the site line by the Lee County Port Authority; and demolition of the existing air freight building within 12 months of substantial completion of the new development. This same section of the proposal states that “there is too much uncertainty as to the feasibility of this proposed development for Aeroterm to commit to a binding proposal at this time.”

Financial Proposal – Aeroterm proposes:

- (1) a minimum capital investment of \$2,350,000 (this is the amount on the Financial Proposal Form in Section 8, although the proposal’s Section 6E states \$2,530,000; both sections state that the “cost is not reflective of the anticipated cost to construct the facility on the Option A site.” The Financial Proposal Form also states “the rates needed to support a development as outlined in the RFP raise significant concerns

- over feasibility.”)
- (2) leased parcel size of 3.01 acres (131,116 SF) for the “Option A” site
 - (3) Ground Rent equal to \$0.50/sf/year for the “Option A” site
 - (4) Monthly Construction Period Rent of \$1,365.79 for the “Option A” site

Leasing Plan – In Section 7, the AeroTerm proposal states that the proposed estimated annual rental rates for subtenants on the “Option A” site “would render the project infeasible, and AeroTerm may not be able to transact.”

Exceptions – AeroTerm’s proposal varies from the RFP on:

- (1) “Option B” site does not meet the site requirements in the RFP, and represents an unfair advantage that no other proposer could offer. “Option B” was not evaluated by the staff evaluation committee.
- (2) “Option A” site meets the site requirements in the RFP, but did not contain all of the information and verification needed to fully evaluate the proposal and its feasibility. The proposal states that this option raises significant concerns over feasibility, that AeroTerm might not be able to transact, and that the proposed capital investment is not reflective of the anticipated cost to construct the facility on the “Option A” site.
- (3) Contingencies that the Authority provide infrastructure to the site (contrary to the RFP, which states in Section B.05 that the site will be delivered in “as is” condition), and that AeroTerm successfully signs subleases with all five tenants of the existing air freight building.
- (4) Proposal states that the “baseline response cannot be considered binding and must only be considered an indication of [our] interest in working with the Lee County Port Authority to find solutions for cargo at RSW.” This indicates that AeroTerm is proposing with the intention to negotiate an alternative project.

Staff Review –

The staff evaluation committee found the AeroTerm Acquisitions, LLC (“AeroTerm”) proposal to be nonresponsive to the RFP. The “Option A” site did not contain all of the information and verification needed to fully evaluate the proposal and its feasibility. The “Option B” site did not meet the site requirements and other required information described in the RFP.

References – 3 references received; 2 were favorable, 1 reference stated, “They have a monopoly on our airfield but do not promote leasing as it would require renovation.”

AFCO Aviation Facilities Company Management, LLC

Company/experience – Aviation Facilities Company Management, LLC (“AFCO”) is a Delaware limited liability company, formed in 1992. AFCO’s proposal states that it and its principles have over \$2 billion in airport development experience across the U.S. To date, AFCO has acquired or developed more than 8 million SF of on-airport buildings and aircraft apron at over 25 airports. AFCO is a fully-integrated real estate development and management organization that specializes in on-airport facilities and infrastructure.

Proposed development, design, construction/site – AFCO proposes a 15,000 SF facility on 3 acres of land. AFCO states that the proposed layout allows for some future expansion capability. The AFCO proposal states that adequate landside parking is available in the site plan; however, the preliminary conceptual site layout from the AFCO proposal shows only 13 parking spaces. For reference, Section B.01 of the RFP provided that the current air freight building has 21 parking spaces that are often occupied, and existing tenants have requested additional parking space.

Financial Proposal – AFCO proposes:

- (1) minimum capital investment of \$2,025,000
- (2) leased parcel size of 3 acres (130,680 SF)
- (3) Ground Rent equal to \$0.50/sf/year
- (4) Monthly Construction Period Rent – \$0.00

Leasing Plan – AFCO does not see a need to build to demands beyond the current tenant pool, but seeks to support expansion of the facility to up to 30,000 SF. Proposal notes that occupancy costs between the existing facility and a modern new facility are not likely to be comparable and the proposal includes the expectation that RSW will collaborate prior to entering into the final transaction on addressing tenant relocations and rent. The AFCO proposal states that “the process of converting existing tenants from month to month in the airport-owned facility to the new facility is a significant open area of discussion that is integral to [our] Proposal.”

Exceptions – AFCO’s proposal varies from the RFP on:

- (1) Potentially on the Monthly Construction Period Rent. AFCO’s Proposal Form 1A: Financial Proposal Form in Section 8 had \$0.00 entered for Monthly Construction Period Rent, rather than the amount as defined in the RFP and Sample Agreement (25% of the initial Ground Rent rate).

Staff Review –

Staff considered the AFCO proposal the best. The AFCO proposal met the site requirements of the RFP, did not present questionable feasibility, and did not include additional contingencies or restrictions. Proceeding with this development will benefit the airport by assisting to serve the cargo needs of passenger airlines well into the future.

References – 2 references received; both favorable.

Summary

While both proposers appear well qualified for a project of this nature, staff found the AeroTerm proposal to be missing information and verification needed to fully evaluate the proposal and its feasibility. Thus, staff recommends that the ASMC find the AeroTerm proposal to be nonresponsive in accordance with the RFP. (If the AeroTerm "Option B" proposal, on their existing leasehold north of the runway, is of interest, then this RFP could be cancelled and a new process could be implemented in order to allow all interested parties the opportunity to propose alternative sites. However, in issuing the RFP, it was the Authority's intent to seek development of an air freight building in a certain area located south of the runway.)

Staff further recommends that the ASMC select the proposal submitted by the sole responsive, responsible proposer, AFCO Aviation Facilities Company Management, LLC and requests the Board to authorize staff to begin contract negotiations with that firm.



PURCHASING OFFICE
11000 TERMINAL ACCESS ROAD
SUITE 8671
FORT MYERS, FL 33913

**REQUEST FOR PROPOSALS (RFP) 21-03TLB
FOR
LEASE OF LAND FOR DEVELOPMENT AND OPERATION OF AN
AIR FREIGHT BUILDING AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT**

RELEASED: SEPTEMBER 17, 2020

DESIGNATED PURCHASING OFFICE CONTACT

Terri L. Bortz, Procurement Agent
Telephone (239) 590-4554 • Email: tlbortz@flylcpa.com

NON MANDATORY PRE-PROPOSAL MEETING

1:00 p.m., local time • MONDAY, SEPTEMBER 28, 2020

QUESTIONS/CLARIFICATION REQUEST DEADLINE

5:00 p.m., local time • THURSDAY, OCTOBER 5, 2020

PROPOSALS DUE

2:00 p.m., local time • MONDAY, NOVEMBER 9, 2020

NOTICE OF IMPORTANT SOLICITATION DATES

Lee County Port Authority (hereafter referred to as "Authority") invites the submission of sealed proposals from interested and qualified corporations, partnerships and other legal entities authorized to do business in the state of Florida to compete for the opportunity to develop, construct, maintain, and operate an Air Freight Building including a stand-alone multi-tenant passenger airline freight forwarding and belly cargo services facility; airside receiving, parking, and storage area; and landside receiving and parking lot area, as specified in this Request for Proposals (RFP). Solicitation documents are available electronically at flylcpa.ionwave.net/Login.aspx or by contacting the Purchasing Office.

The following key dates have been established for the pre-proposal meeting, sealed proposal opening, and the deadline for submitting any requests for questions and clarification of any information contained within this RFP. Changes in these dates will be made only by official addendum.

PRE-PROPOSAL MEETING

A NON MANDATORY PRE-PROPOSAL MEETING has been scheduled for Monday, September 28, 2020, at 1:00 p.m., local time. Due to the ongoing COVID-19 pandemic the meeting will be conducted remotely through Google Meets. To access the meeting use this link: meet.google.com/buc-yvyt-vgi (required equipment: computer with camera and/or microphone) Phone: (US) 617-675-4444 - PIN: 655 586 304 1798#.

The purpose of the pre-proposal meeting will be to discuss the requirements and objectives of this Request for Proposals and to answer any questions. At the pre-proposal meeting the Authority will attempt to answer all questions received; however, no additions, deletions or modifications to the requirements stated herein will be made unless and until a written addendum to the Request for Proposals is issued by the Purchasing Office.

DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS

Inquiries or requests for clarifications of any information contained in the RFP must be received no later than the time and date indicated on the cover page. All inquiries, suggestions or requests pertaining to this RFP must be submitted to the Lee County Port Authority Purchasing Office designated purchasing contact on the cover page. This deadline has been established to maintain fair treatment for all potential Proposers, while ensuring an expeditious selection process.

PUBLIC OPENING OF PROPOSALS

The Authority will accept electronic submissions until Monday, November 9, 2020, at 2:00 p.m., local time through IonWave at <https://flylcpa.ionwave.net>. Proposals will be accepted up until the date and time indicated on the cover sheet of this Request for Proposals. Proposals sent in any manner other than electronically to IonWave will not be accepted. **Hard copies, faxed proposals and electronically submitted proposals sent directly to the Authority will not be accepted.**

The proposal opening is open to the public and will be conducted remotely through Google Meets by accessing the following link: meet.google.com/drv-pkge-gzk or by phone: (US) 617-675-4444 - PIN: 156 462 479 3937#.

Proposals must be submitted prior to the deadline for submission of proposals. Proposers are responsible for taking all necessary steps to ensure that their proposal is received by the due date and time. The Authority is not responsible for technology or any other issues that cause the proposal deadline to be missed.

PART A **INSTRUCTIONS TO PROPOSERS**

The Lee County Port Authority, a political subdivision of Lee County, Florida (“Authority”) invites the submission of proposals from interested and qualified corporations, partnerships, and other legal entities authorized to do business in the state of Florida with demonstrated expertise desiring to develop, construct, maintain, and operate an Air Freight Building, at the Southwest Florida International Airport, including a stand-alone multi-tenant passenger airline freight forwarding and belly cargo services facility; airside receiving, parking, and storage area; and a landside receiving and parking lot area as described in this Request for Proposals. Proposers must meet the minimum qualifications stated herein and comply with the Instructions to Proposers contained in this Part A. The Authority specifically reserves the right to reject any or all proposals, to waive technicalities, to make inquiries, and to request additional information from all Proposers, and to select the proposal which is, in the Authority’s sole discretion, judged to be in the best interest of the Authority, even though this proposal may not represent the highest financial return to the Authority.

IT IS IMPERATIVE THAT ALL PROPOSERS READ, REVIEW, AND UNDERSTAND THIS RFP AND ALL ATTACHMENTS. ATTENTION IS SPECIFICALLY DIRECTED TO THE SAMPLE LEASE AGREEMENT (“AGREEMENT”) ATTACHED AS EXHIBIT A. SPECIFIC TERMS AND CONDITIONS OF THE AGREEMENT TO BE AWARDED UNDER THIS RFP ARE CONTAINED THEREIN.

A.01 REMOTE OPENING OF ELECTRONIC PROPOSALS

Proposals submitted in response to this RFP will be electronically opened after the opening date and time published on the cover page of this RFP. The Authority reserves the right to extend the date and time for opening at Authority's sole discretion, when deemed to be in the best interest of the Authority. Proposers, their authorized agents and other interested persons are invited to attend the RFP opening remotely through electronic means by using the link to the meeting that is provided on the cover page of this Request for Proposals.

At the opening the Authority will make public the names of the Proposers submitting a proposal and the city and state in which they reside. No review or analysis of the submitted proposals will be conducted at the public proposal opening.

The Authority will not discriminate against individuals with disabilities. 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 PROPOSALS

The Authority is accepting electronic proposals at <https://flylcpa.ionwave.net>. Submittal of proposals prior to the deadline is solely and strictly the responsibility of the Proposer.

All documents must be PDF/A and ADA compliant. PDF/A compliant documents have embedded fonts and do not reference external files. Layers shall not be preserved from CADD drawings. Scanned documents must be created as PDF/A compliant; the document must be text searchable and must have a minimum resolution of 300 dpi. Submittals must have navigational bookmarks inserted in lieu of tabs that would normally be required in a hard copy. The entire submittal must be contained in a single PDF/A file.

- Sealed proposals received after the stated time and date for the remote opening will not be considered. It is the sole responsibility of the Proposer to submit their proposal to the Authority’s third party provider IonWave prior to the stated time and date for submission of proposals. All submissions 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, IonWave, to distribute solicitation documents including addenda and award results. Interested parties may receive this information free of charge by registering at <https://flylcpa.ionwave.net/Login.aspx> or by contacting the designated Purchasing Office representative indicated on the cover page. It is the responsibility of the Proposer, prior to submitting a proposal, to review IonWave and determine if addenda to the RFP have been issued and, if issued, acknowledge and incorporate same into the proposal.

A.04 QUESTIONS AND CLARIFICATION PERIOD

It is the responsibility of each Proposer before submitting a proposal to (a) examine the RFP documents thoroughly; (b) visit the project site(s) to become familiar with local conditions that may affect cost, progress, performance or the furnishing of the work; (c) consider local, federal and state codes, laws, and regulations that may affect the work; and, (d) study and carefully correlate Proposer's observations with the RFP documents. Proposer is required to notify the Authority of any conflicts, errors, or discrepancies in the RFP documents before submitting a proposal.

Each Proposer must examine all Requests for Proposals solicitation documents and must judge for itself 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 inquiries, suggestions or requests pertaining to the Request for Proposals must be received by the designated Purchasing Office representative on or before the deadline for questions or clarification requests. All questions received and responses given must be provided in the form of a written addendum to this Request for Proposals. The Authority will not respond to inquiries received after the published deadline.

A.05 ADDENDA

Interpretations, corrections or changes made by the Authority to this Request for Proposals will be made by written addenda. 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 an interpretation, clarification or additional information will be given. It is the responsibility of the Proposer, prior to submitting its proposal, to review all issued addenda or to contact the Purchasing Office to determine if addenda were issued and to acknowledge and incorporate the same into Proposer's submittal.

A.06 PROPOSAL EXPENSES

All costs incurred by Proposer(s) in responding to this Request for Proposals and in participating in any interviews/presentations/demonstrations, including travel, will be borne entirely by the Proposer.

A.07 BINDING OFFER

A submitted proposal made pursuant to this Request for Proposals will be considered a binding offer to perform the Lease Agreement, assuming the terms of an agreement between the parties are satisfactorily negotiated. The submission of a proposal will be taken as prima facie evidence that the Proposer has fully familiarized itself with the contents of this Request for Proposals. Proposals will be in force for a period of one hundred and eighty (180) 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 proposals; to select one or more proposal(s); to re-advertise this Request for Proposals; to postpone or cancel the procurement process related to this Request for Proposals; to waive irregularities in the procurement process or waive technicalities in the proposals submitted thereto; to request additional information and documentation; and to change or modify the RFP schedule or process outlined herein, at any time.

The Authority reserves the right to determine that any proposal received which does not contain all of the information, attachments, verification, forms or other information described in this Request for Proposals is nonresponsive and therefore disqualified from eligibility to proceed further in the evaluation process.

A.09 WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn for any reason by written request to the Purchasing Office and must be received prior to the date and time fixed for the public opening. A copy of the written request shall be retained by the Authority and the unopened proposal will be returned to the proposer.

Negligence on the part of the Proposer in preparing its proposal confers no right of withdrawal or modification after the date and time fixed for the public opening. Any such withdrawn proposal may not be resubmitted.

A.10 FALSE OR MISLEADING STATEMENTS

Proposals which contain false or misleading statements, or which provide references that do not support an attribute or condition claimed by the Proposer, may be rejected. If, in the opinion of the Authority, such information was intended to mislead the Authority in its evaluation of the proposal and the attribute, condition, or capability is a requirement of this Request for Proposals, such Proposer will be disqualified from consideration and may be disqualified from submitting a response to future solicitation opportunities.

A.11 JOINT VENTURES

Proposers intending to submit a proposal 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.

A.12 NO LOBBYING

Proposers are hereby placed on notice that 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 Proposals. After the issuance of this solicitation, no prospective Proposer will 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 proposal 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.13 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 the procurement process. All potential proposers, Authority staff, and the Airport Special Management Committee are advised that the Board of Port Commissioners encourages award of contracts to local providers when possible to foster the economic growth of the local community. In order to maintain grant eligibility for work performed in accordance with any resulting agreement, and to obtain future state and/or federal funds, a local preference does not apply to this competitive solicitation.

A.14 SCRUTINIZED COMPANIES

The Authority will have the option to immediately terminate any Agreement resulting from this Request for Proposals, in the exercise of its sole discretion, if a Proposer 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 Proposer certifies, by submission of the certification attached, 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 proposal under Section 287.135, Florida Statutes.

A.15 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 a proposal on a contract to provide any goods or services to a public entity on a contract; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals 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, Proposers must 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.16 E-VERIFY

Per Section 448.095(2) Florida Statutes (2020), the successful proposer must certify that it has registered with and is using the E-Verify system to verify the work authorization status of all newly hired employees.

Furthermore, successful proposer's agreement with the Authority cannot be renewed unless at the time of renewal, the successful proposer certifies to the Authority that it has registered with and uses the E-Verify system.

If allowable, and the successful proposer enters into an agreement with a subcontractor, the subcontractor must provide the successful proposer with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and successful proposer must maintain a copy of such affidavit for the duration of the agreement.

A.17 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 Proposer 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 Proposer will not participate directly or indirectly in 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.18 GENERAL CIVIL RIGHTS

The successful Proposer must comply with pertinent statute and executive orders 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 Proposer 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.19 PUBLIC RECORDS:

Proposals made pursuant to this Request for Proposals 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 proposals and concurrently notices its intent to reissue the solicitation, the rejected proposals 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. A Proposal is not exempt for longer than twelve (12) months after the initial notice of rejection of all proposals. Pursuant to Florida Statute, Section 119.0701, to the extent a successful Proposer is performing services on behalf of the Authority, successful Proposer 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. The Proposer 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 term of the Agreement and following completion of the Agreement if the successful Proposer does not transfer the records to the Authority.
- 4) Upon completion of the Agreement, 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 Proposer transfers all public records to the Authority at the completion of the Agreement, the successful Proposer must destroy any duplicate records that are exempt from public disclosure requirements. If the successful Proposer keeps any public records, it must 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.20 TRADE SECRETS

The Authority is subject to Chapter 119, Florida Statutes the Florida Public Records Law. Therefore, all documents, materials, and data submitted as a part of a response to this Request for Proposals are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Designation of an entire proposal as 'trade secret', 'proprietary' or 'confidential' is not permitted and may result in a determination that the proposal is nonresponsive and therefore the proposal 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 proposal in response to this Request for Proposals belong exclusively to the Authority.

Authority does not believe that any of the information by this RFP constitutes a Trade Secret. To the extent Proposer 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 proposal that are not declared as trade secrets. In addition, as part of their proposal, the Proposer must cite, for each trade secret claimed, the Florida statute number that supports the designation of the information as a trade secret. Further, the proposal must include a brief explanation as to why the cited statute is applicable to the information claimed as trade secret. Additionally, Proposer must provide a copy of its proposal that redacts all information designated as trade secret. In conjunction with any trade secret designation, Proposer acknowledges and agrees that:

- 1) Trade secret requests made after opening will not be considered. However, the Authority reserves the right to clarify the Proposer's request for a trade secret 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 to inspect or copy Proposer's proposal, the Proposer, at its sole expense, will be responsible for defending its determination that the submitted material is a trade secret and is not subject to disclosure. Action by Proposer in response to notice from the Authority must be taken immediately, but no later than 10 calendar days from the date of notification or Proposer will be deemed to have waived the trade secret designation of the materials.

Proposer must 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 Proposer, including actions or claims arising from Authority's nondisclosure of the trade secret materials.

A.21 GOVERNING LAWS/RULES/REGULATIONS

The successful Proposer that is awarded a Lease Agreement pursuant to this RFP will be solely responsible for obtaining and maintaining all state, federal and local licenses required to perform the Agreement. The proposer must 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.22 LEASE AGREEMENT

The successful Proposer will be required to enter into an Agreement containing the terms and conditions set forth in this Request for Proposals and the resulting successful Proposer's proposal as negotiated by the parties and where any alternatives to the terms of the RFP provide best value, are desirable to the Authority, and the parties agree to such terms.

A.23 NON EXCLUSIVITY OF AGREEMENT

By responding to this Request for Proposals any selected Proposer 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.24 AVAILABILITY OF PERSONNEL

Personnel described in the proposal must be available to perform the Agreement as described. All personnel will be considered to be employees or agents of the Proposer and not employees or agents of the Authority.

A.25 UTILIZATION OF AGREEMENT BY OTHER GOVERNMENTAL ENTITIES

If mutually agreeable to the successful Proposer, 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.26 ASSIGNMENT OF AGREEMENT

The successful Proposer may not assign any agreement resulting from this Request for Proposals without the prior written approval of the Authority.

A.27 FINANCIAL STABILITY

The successful Proposer is required to demonstrate financial stability as evaluated at the sole discretion of the Authority.

A.28 AUDITABLE RECORDS

The successful Proposer that is awarded an Agreement to provide services pursuant to this RFP must maintain auditable records adequate to account for all receipts and expenditures, and to document compliance with the Agreement. These records must 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 must be maintained for five years after the expiration or termination of the Agreement and must be readily available for inspection upon reasonable notice.

END OF PART A



**PART B
PROJECT INFORMATION AND REQUIREMENTS**

B.01 INTRODUCTION OF THE PROJECT

The Lee County Port Authority (“Authority”) invites the submission of proposals from all interested and qualified parties with demonstrated expertise desiring to develop and operate an Air Freight Building on a parcel of land to be leased at the Southwest Florida International Airport (“Airport”).

There is an existing air freight building used for passenger airline belly cargo and related activities on the Airport. The existing air freight building is nearing the end of its useful life and is located in an area that, due to the relocation of the Airport terminal building from the north to the south side of the runway, is no longer convenient for the use of the Airport’s passenger airlines and companies that serve them. For these reasons the Authority intends to demolish the building once a new Air Freight Building is complete and ready for tenant occupancy. The existing air freight building is a prefabricated metal building that is approximately 13,600 square feet in size and located south of Chamberlin Parkway with driveway access from Regional Lane at the following address: 11850 Regional Lane, Fort Myers, FL 33913. A site map for the existing air freight building is attached as Exhibit B1. The building is split into five tenant bays with the primary uses consisting of airline belly freight cargo receiving and delivery and ground service equipment maintenance and repair. Each bay includes tenant build-outs for items such as administrative offices, maintenance, storage, and/or receiving. Current tenants are listed in the table below and a building floor plan depicting each tenant’s space is attached as Exhibit B2. In the past, there has been additional demand for leased space in the building, but not enough available capacity.

Tenant	Leased Space (in air freight building)	Square Footage	Rental Rate
Delta Airlines	unit # 1	4,480	\$15/sf/year
Airport Terminal Services	unit # 2	2,960	\$15/sf/year
Swissport	units # 3 and #4	2,920 total (1,460 each)	\$15/sf/year
American Airlines	2 spaces within unit # 5 (remaining two (2) spaces within unit # 5 are vacant)	420.5 total (90.5 and 330 individually)	\$15/sf/year
Hall Technical Services	unit # 6	1,460	\$15/sf/year

Access to the landside asphalt parking lot is via a 323-foot long, 24-foot wide asphalt driveway from Regional Lane. The landside asphalt parking lot and receiving area is approximately 32,875 square feet and includes 21 designated 10-foot by 20-foot striped parking spaces. These parking spaces are often full and existing tenants of the building have requested additional parking space. The landside exterior of the building consists of five at-grade and five raised platform loading dock bays and six man-door access points.

The airside receiving area is secured by fencing and airside access is only available within the building or through a single 24-foot wide security gate on the southeast corner of the building, providing access to the interior airside perimeter road and Taxiway Alpha and allowing for drop off from incoming air traffic. There are eight at-grade, overhead bay doors and six man-door access points from the secure/airside paved lot.

The airside asphalt parking and receiving area is approximately 32,230 square feet, including 3,830 square feet of covered loading area. Current tenants have stated that the airside asphalt paved lot and covered loading areas are sufficient to meet current demand.

B.02 BACKGROUND INFORMATION

The Lee County Port Authority owns and operates 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 more than 10.2 million passengers in 2019 and is one of the top 50 airports in the United States for passenger traffic with more than twelve airlines providing service throughout the United States.

A new terminal complex with 28 gates and state-of-the-art facilities opened in 2005, making it one of the newest in the nation offering a top-rated travel experience. The airport will be undertaking an expansion project to consolidate security checkpoints and increase passenger amenities in the near future. Other future infrastructure improvements include a new Airport Traffic Control Tower, roadway and airside pavement and rehabilitation projects, as well as a future parallel runway.

Data regarding monthly total passenger traffic at RSW is included as Exhibit C1 and data regarding Airline belly cargo activity is included as Exhibit C2. Additional information about RSW and FMY is available online at www.flylcpa.com.

B.03 LEASE AGREEMENT

The successful Proposer will be required to execute a ground lease Agreement to furnish and perform the services as described herein, subject to the successful negotiation of terms by the parties. Regardless of such negotiations, the terms of the negotiated Agreement will not materially alter key terms and provisions of this RFP, as may be amended by any addenda issued to this RFP. The Authority intends to enter into an agreement that is substantially similar to the sample Agreement attached hereto as Exhibit A. The Authority reserves the right to revise the sample Agreement as it deems appropriate to reflect this Request for Proposals, as well as any addenda issued, the selected Proposer's proposal, and associated contract terms and conditions which may be negotiated and agreed to by the parties.

B.04 TERM OF AGREEMENT

The Authority intends to enter into an Agreement with the successful Proposer for a maximum lease term of thirty five (35) years, including any extension options.

B.05 SITE

The Air Freight Building site to be leased (referred to herein as the "Leased Premises") has not been fully defined, but will be located somewhere within the area bounded by a future Remote Loading Dock site on the Northeast, the existing service road on the Northwest, and the service road alignment on the South. A development site map depicting a future Air Freight Building and a future Remote Loading Dock is included as Exhibit D1. The maximum allowable size of the leased parcel is approximately 4.53 acres and site development must meet the following minimum size requirements: three (3) acres of land; an air freight building with at least five (5) sub-leasable units and at least 15,000 square feet of total floor area; landside parking area sufficient to meet building code requirements and tenant parking needs; and airside parking, receiving, and storage area sufficient to meet tenant operations.

The 4.53 acre maximum development area is shown on Exhibit D2. Proposers should indicate, in their Proposal, the size and location of the Leased Premises that Proposer would propose to lease, taking into consideration the size and configuration of tenant operations, ingress and egress, circulation, parking, storm water requirements, and any other relevant factors. The Authority anticipates that the Leased Premises would be between approximately 3 and 4.53 acres.

The site will be delivered to the awarded Lessee in an "as-is" condition.

Proposers should take note that, in addition to all other applicable laws, development of the property will be subject to FAA regulations, such as height limitations, the Port Authority's Leasehold Development Standards, local ordinances and building codes, the Lee County Comprehensive Plan, and the Lee County Zoning and Land Development regulations. Additionally, please note the following:

Height:

Due to the parcel's proximity to the runway, objects such as buildings, light poles, fences, signs, wireless communication facilities/objects, tall vegetation, temporary construction equipment (cranes, drills, rigs, concrete boom trucks, general construction equipment), etc., may be subject to height restrictions and will need to be in compliance with FAA "14 CFR Part 77 - Safe, Efficient Use, and Preservation of the Navigable Airspace" and "FAA AC 70/7460-1L-Obstruction Marking and Lighting - As Amended". Applying the FAA restrictions and design criteria to the runway approach surfaces can be a complex process. It is recommended that the successful proposer retain an engineer to perform Line-of-Sight analysis and FAR Part 77 surface analysis for any proposed development.

Wildlife Attractants:

The FAA has specific guidelines concerning wildlife attractants on or near airports (AC 150/5200-33B). Lakes constructed on Airport property are required to have 2:1 side slopes with hardened slopes (typically rip-rap). Landscaping must address limitations on plantings around lakes and on property that attract the least amount of wildlife. In addition, burrowing owls have been known to nest on Airport property. Any landscaping is to be installed in areas that do not affect the safe operation of aircraft.

Lights/Reflective Surfaces:

Because of the close proximity to the runway approach, glare from lights and reflective surfaces must be avoided. Reflective surfaces can be a problem for pilots and need to be addressed. If there are any operations at night the glare from the lights could be a problem for aircraft. Light poles will need to be shielded or aimed downward so that they do not impair pilot ability to operate aircraft safely.

Blasting/Dewatering/Dust:

Blasting and/or dewatering can have adverse impacts to adjacent lands and the Airport has had issues in the past with sinkholes forming in other areas of the Airport. Blasting or dewatering may therefore be prohibited or strictly regulated.

Zoning Approval - ADD 2019-00027

The proposed location is within an aviation area designated as Airport Operation Planned Development (AOPD). Further, freight and cargo handling establishments (34-622(c)(17)) are included on the approved schedule of uses. The development schedule for airline freight forwarding (belly cargo) in the zoning approval lists the square footage for the existing facility as well as the maximum square footage for a new facility. The current maximum square footage for a new facility is authorized for 15,000 square feet under the zoning approval. A building larger than 15,000 square feet would require an amendment to the zoning approval. If only a slight increase to the square footage is proposed, this is likely to be done through an administrative amendment to the zoning approval, which would take approximately two to three months. A significantly larger building proposal could require a full rezoning effort which requires the approval of the Lee County Board of County Commissioners and could take one to one and a half years. All development must be completed in accordance with the current RSW zoning approvals (Z-014-030 and ADD 2019-00027, as amended).

Certain site conditions, construction limits and restrictions, boring locations, grade elevations, utilities and curb cuts, geotechnical data and other information may be indicated on the exhibits and other attachments to this Request for Proposal. Notwithstanding any such indication and notwithstanding and without limiting any term or provision of this Request for Proposals, the Authority, in providing any information, technical or market data, reports (as to test borings and otherwise), studies and documentation as part of this Request for Proposals, including all

exhibits and attachments hereto or as may be provided hereafter, does so with the understanding and agreement that it shall not be held responsible for and does not represent or guarantee the accuracy, completeness or pertinence of any such information, technical or market data, reports, studies or documentation including without limit, as to the number, location and kind of utility lines, systems or facilities, other improvements, vehicular and aircraft access, courses and distances, drainage, test boring number/locations, etc. Further, the Authority shall not be held responsible for any conclusions whatsoever drawn either from such indications, conditions, circumstances or developments present on, adjacent to or near the site, including without limit, as to access, curb cuts, taxiways, roads, means of drainage, utilities, etc.

B.06 SCOPE OF SERVICES/GENERAL REQUIREMENTS

B.06.1 GENERAL REQUIREMENTS

The facility to be constructed by the successful Proposer must include specific improvements and amenities as set forth in the sample Agreement, and at the Authority's discretion. Such improvements must be identified in the successful Proposer's Proposal document.

B.06.2 PROJECT OBJECTIVES

- 1) Develop an Air Freight Building that integrates and modernizes existing belly cargo activities; upgrades and enhances services to tenants; emphasizes security, safety, and service; and is right sized for the current and future RSW airline belly cargo market;
- 2) Design an Air Freight Building that accommodates the operational needs of tenants in a cost effective, efficient environment;
- 3) Develop a facility that optimizes both use of the land and financial returns while limiting adverse financial impacts on the cargo community, especially existing tenants;
- 4) Shift the burden of financing and management of the Air Freight Building to a cargo developer, within a viable business structure that provides for reasonable developer returns, and enables the Authority to exercise appropriate discretion and control; and,
- 5) Provide opportunity for a successful relocation and transition of existing tenants who may be affected by this development effort.

B.06.3 PROJECT DETAILS

The awarded Lessee shall design, develop, implement, finance, construct, and manage the site improvements. Any construction work must be conducted in a manner that maintains the integrity of other existing tenant and Airport operations. The Authority intends for current tenants to be disrupted as little as possible and that current tenants receive priority and consideration for space in the new Air Freight Building. The awarded Lessee must work closely with existing tenants to determine their needs and interests in the new Air Freight Building. The awarded Lessee is solely responsible for all costs associated with the Project to include planning, design, financing, construction, management, and marketing.

Proposers are encouraged to conduct diligent market research to determine the appropriate building and site size. Proposers must submit a leasing plan, marketing strategy, and building operations plan as part of their proposal. Creative plans for the building that benefit tenants and users are encouraged, along with effective and efficient facility operation and optimum site utilization. The Authority suggests proposers consider accommodation for the use and storage of cargo handling equipment and vehicles, including consideration of the existing cargo handling equipment and vehicles used by the existing facility, and other such measures, as well as a building design that reflects the intended uses in the Proposer's building operations plan.

B.06.4 DESIGN CRITERIA AND BUILDING USE

Subject to Authority approval of submitted plans, drawings, and specifications, the awarded Lessee will be responsible for the design, construction, maintenance, and operation of the Air Freight Building. The primary use of the Air Freight Building is to facilitate airline belly freight cargo receiving and delivery. The building should also provide warehouse and office space, ground service equipment maintenance and storage space, truck docks, and automobile

parking. The building may also include a mix of other functions of the Air Cargo community. The actual number of tenant bays or subdivisions, the areas available for related backup facilities, and paved areas must be derived from the Proposer's independent assessment of the present and long-term market demand at the Airport for the function(s) to be served by the Air Freight Building, limited only by the minimum and maximum size requirements for the site as detailed in Section B.05 above. Refer to Article 3 of Exhibit A, the sample Agreement, for a list of uses that the Authority expects to allow under the Agreement (subject to compliance with zoning regulations).

It is the Authority's expectation that the awarded Lessee will complete design and construction of the Air Freight Building and commence its operation in conformance with a project schedule submitted with its Proposal and based upon the anticipated lease Agreement execution in May 2021.

The Air Freight Building must be designed to optimize square footage with maximum flexibility to be suitable for subdivisions for multiple tenant occupancy. The design should meet the minimum site requirements and provide for secure demising walls to separate tenants. The building layout must allow each tenant easy, unrestricted access to areas that are necessary and/or supportive of the tenant's operation, such as the truck docks, airside loading areas, assigned office space, assigned warehouse or storage space, and/or any other areas. Building areas provided by the awarded Lessee and their subdivision must support cargo staging, inspection, storage, make-up, security and isolation, as well as ground service equipment and maintenance, all as may be required or as is customary in the industry. The ratios of total building floor space, cargo staging space, storage space, office space, ground service equipment space, maintenance space, and space designated for the movement of cargo, along with the cargo volume of the tenants served, must all be consistent with industry practices, guidelines, and experience, and must align with the Lessee's building operations plan to be submitted with the Proposal. Similarly, the ratios of landside/non secure areas and facilities--including proposed truck docks, truck maneuvering, truck parking and make-up areas, trailer and container storage areas, areas for employee and visitor parking, various functional building areas, and the number of people employed by the Lessee and others at the Air Freight Building--must also be consistent with industry practices, guidelines, experience, and the proposed building operations plan.

B.06.4 CONSTRUCTION SCHEDULE

As set forth in the sample Agreement, the Proposer will be required to supply the Authority with complete plans and specifications for construction of the improvements, for the Authority's review and approval prior to construction. The Proposer will be required to demonstrate its ability to substantially complete construction of the Air Freight Building, obtain a certificate of occupancy, and open for tenant occupancy no later than May 31, 2023.

B.06.5 LESSEE RESPONSIBILITIES

The successful Proposer, as Lessee, will be responsible for, among other things:

- (a) The cost to bring all utilities, water, electrical and telephone service to the Leased Premises in such quantities to properly service the Leased Premises and comply with building code requirements;
- (b) The payment of all utility bills and special assessments from usage resulting from Proposer's activities at the Leased Premises;
- (c) Compliance with all federal, state, and local environmental protection laws, regulations, orders, or other requirements;
- (d) Contracting with a refuse removal contractor(s), as appropriate, for the removal of all refuse generated from the Leased Premises;
- (e) Landscaping and pest control services;
- (f) Constructing any entrances to and exits from the Leased Premises.

B.06.6 SECURITY CLEARANCES

Employees of both the Proposer and its contractors may need to have background checks and meet Airport and federal security guidelines. The Authority will assist the Proposer in establishing procedures for its employees and/or its subcontractors to obtain security clearance as required.

B.06.7 AMERICANS WITH DISABILITIES ACT (ADA):

The awarded Lessee will be solely responsible for ensuring that the Air Freight Building and the surrounding site developed and operated on the Leased Premises is in full compliance with the ADA.

B.06.8 LIMITATIONS ON SIGNAGE:

Signs installed on the Leased Premises must be done in accordance with County and Airport regulations and subject to the prior written approval of the Authority.

B.06.9 SUBLEASE REQUIREMENTS

The requirements of any sublease are fully detailed in Exhibit A, the sample Agreement. Prior to entering into any sublease for Air Freight Building space, the successful Lessee will be required to obtain the Authority's approval (which approval shall not be unreasonably withheld or delayed) of (A) the form and content of the sublease to be used in connection with leasing the Air Freight Building; and (B) a general leasing plan setting forth basic business terms (i.e., rental rates, use, and term of subleases) and any sublease tenant requirements (credit, insurance, security deposit) with respect to leasing any portion of the Air Freight Building.

Each Proposer shall submit a proposed leasing plan. Prior to execution of each sublease, the awarded Lessee shall submit each proposed sublease to the Authority for its review and approval.

B.07 PAYMENTS TO THE AUTHORITY

The payment structure expected by the Authority is fully detailed in Article 4 of Exhibit A, the sample Agreement, and summarized as follows:

Beginning twelve (12) months after the "Effective Date" (as defined in the sample Agreement), and until the "Date of Beneficial Occupancy", the Proposer will be required to pay monthly "Construction Period Rent," which will be calculated at the rate of one-twelfth of twenty-five percent (25%) of the annual "Ground Rent" of the total Leased Premises.

Beginning on the "Date of Beneficial Occupancy" the Proposer will be required to pay the Authority monthly rent equal to one-twelfth of the annual "Ground Rent", which is to be set forth by each Proposer in its Proposal, and which will be subject to periodic CPI increases.

Each proposal shall set forth a proposed annual Ground Rent rate of no less than \$0.50 per square foot per year.

The initial Ground Rent will be based on the number of square feet in the Leased Premises. For example, if the leased site will be exactly three (3) acres, which is 130,680 square feet, and the proposed initial Ground Rent is \$0.50 per square foot per year, the monthly Ground Rent would be \$5,445.00.

FINANCIAL PROPOSAL

The proposed minimum capital investment, site size, and Ground Rent are to be proposed by each Proposer on the Financial Proposal Form (Form 1A). Form 1A: Financial Proposal Form is a separate excel spreadsheet that must be downloaded, completed, and included in the Proposer's Proposal documents.

B.07.1 PROPOSAL OF MINIMUM CAPITAL INVESTMENT TO BE MADE:

The successful Proposer will be required to make an initial capital investment in the development and construction of the Air Freight Building in an amount not less than the amount set forth in its Proposal, and as more fully described in Section 5.3 of the Agreement. Each Proposer must set forth its proposed minimum capital investment on the Financial Proposal Form (Form 1A).

B.07.2 PROPOSAL OF SIZE OF PARCEL TO BE LEASED:

Each Proposer must set forth the size of the parcel it proposes to lease on the Financial Proposal Form (Form 1A). This may be an estimate, as it will be subject to adjustment prior to execution of the Lease Agreement. The minimum acceptable parcel size is 3 acres, and the maximum size is 4.53 acres.

B.07.3 PROPOSAL OF GROUND RENT:

The Agreement will require the successful Proposer to make monthly payments to the Authority based on the format set forth above and in Article 4 of the Agreement. Each Proposer must set forth its proposed Ground Rent on the Financial Proposal Form (Form 1A). The minimum acceptable Ground Rent is \$0.50 per square foot per year.

B.08 RELATIONSHIP OF AUTHORITY AND PROPOSER

The Authority and the Proposer will not be, and shall not be considered to be joint venture partners, partners, or agents of each other, and neither shall have the power to bind or obligate the other. The Authority shall have no liability to any party for any debts incurred by the Proposer or its contractor(s) or by any business conducted on or off the Airport in connection with the development, design, construction, maintenance, or operation of the Air Freight Building.

B.09 DESIGN APPROVAL AND CONSTRUCTION

This section provides an overview of the design approval and construction process. Specific information regarding this process can be found in the Agreement.

B.09.1 TENANT IMPROVEMENT MANAGER (TIM):

The Authority has designated a Tenant Improvement Manager (TIM) within the Development Services Department. The Leasehold Development Standards and Procedures outline the review and approval process, and is attached as Exhibit F. The TIM will coordinate with other LCPA staff to answer any and all questions that may arise regarding Agreement construction compliance.

B.09.2 DESIGN REVIEW BY AUTHORITY'S TIM:

After the Agreement has been fully executed, the awarded Lessee shall submit plans to the TIM for the Authority to conduct a thorough design review. A presentation to the Authority staff may be requested by the TIM. The design review process is to ensure that the proposed facilities are acceptable to the Authority and that they conform to Authority's Leasehold Development Standards and Procedures. Upon request by the TIM, the awarded Lessee shall implement any design modifications necessary to make the proposed design acceptable. Modified design proposals shall be resubmitted until approved by the TIM. The awarded Lessee shall also be required to comply with the Airport's rules and regulations.

B.09.3 TIM'S APPROVAL TO PROCEED WITH CONSTRUCTION:

Following design approval, the awarded Lessee shall prepare the construction documents. Signed and sealed drawings and specifications shall be submitted to the TIM. Final approval is required by the TIM. In addition, the awarded Lessee is responsible for obtaining all permits from Lee County and other regulatory agencies including payments of fees, submission of plans and specifications, and coordination of all pre-construction activities. Approval by the Authority through the TIM shall not relieve the awarded Lessee of any responsibility for obtaining such permits.

B.09.4 PAYMENT AND PERFORMANCE BONDS:

Awarded Lessee is required to submit for approval construction bonds prior to commencement of construction as required by state law and as provided for in Article 5 of the Agreement.

B.09.5 AS-BUILT DRAWINGS:

As-built drawings must be prepared and submitted to the Authority within ninety (90) days of the completion of construction and issuance of a Certificate of Occupancy, and delivered to Authority in hard copy and on a flash drive in AutoCAD format (version 2004 or later).

B.10 DEFINITIONS

Any definitions not listed below and included in Exhibit A, sample Agreement, will be defined as stated in Exhibit A.

Airport: Southwest Florida International Airport, located in Fort Myers, FL. Airport code RSW.

Authority: Lee County Port Authority, a dependent special district of Lee County, Florida.

Agreement or Lease Agreement: The awarded Ground Lease for Construction and Operation of an Air Freight Building at Southwest Florida International Airport, including all exhibits, schedules, subsequent amendments and attachments thereto, executed by and between the Authority and the awarded Lessee.

Awarded Lessee or Lessee: The Proposer whose Proposal is awarded the Agreement. Also referred to as the "Successful Proposer."

Proposal: The document submitted by a Proposer in response to this RFP.

Proposer: The entity submitting a Proposal in response to this RFP.

RSW: Southwest Florida International Airport.

END OF PART B

PART C CONTENT AND ORGANIZATION OF PROPOSAL

The information each Proposer provides will be used to determine the most qualified Proposer(s) and those with the perceived ability to perform the scope of services as stated in this Request for Proposals, which may best meet the overall needs of the Authority.

An evaluation of responding firms will be conducted for the purposes of clarification of both the Proposer's ability and prospective benefit of their proposal to the Authority. For more information, refer to Part D, Evaluation of Proposals.

C.01 EVALUATION CRITERIA

The information submitted in response to all elements of Section C.02, below, serves as the established evaluation criteria when determining the selection of a successful Proposer and award of a future agreement under this Request for Proposals. Authority's evaluation of firms as best qualified will include, but not necessarily be limited to, the following considerations:

- 1) Proposer must meet the minimum qualifications.
- 2) Proposer's experience, qualifications, and organizational structure. Experience will be evaluated based on its relevancy and similarity to this project, including Proposer's experience in developing, constructing, maintaining, and operating air freight or cargo buildings located on airport properties.
- 3) Proposer's development, design, and construction plans, including project schedule and how well the design matches the intended use of the building, site, design, industry best practices, and the proposed building operations plan.
- 4) Proposer's approach to the project and fulfilling the requirements of the Agreement, including Proposer's leasing plan, marketing plan, operations plan and how well these plans match with the Project Scope and Project Objectives detailed in Section B.06 of this RFP.
- 5) Proposed capital investment and aesthetic appeal of the leasehold improvements.
- 6) Financials, including revenue to the Authority, financial projections, financial feasibility, and financial capacity
- 7) Other factors at the discretion of Lee County Port Authority and as set forth in Section C.02.

C.02 INFORMATION TO BE SUBMITTED

All information identified in this section must be contained within the Proposal. The contents of each Proposal must be **separated** and **arranged with tabs and must be organized in the same order and following the same format as listed below**, identifying the response to each specific item.

Section 1 – Minimum Qualifications

To qualify for consideration, Proposers must meet the following requirements and provide the information requested in this section.

- Submit documentation to show Proposer is registered with the State of Florida, Division of Corporations, to do business in Florida. Proposers are asked to provide documentation with their proposal; however, if not submitted the Authority will verify registration with the State of Florida.
- Proposers intending to submit a proposal 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. Proposers are asked to provide documentation with their proposal; however, if not submitted, the Authority will verify registration with the State of Florida.

- Provide a written statement of assurance of Proposer's ability to meet the insurance requirements of this RFP if selected for award.

Section 2 – Letter of Interest (3 Page Maximum)

A letter stating Proposer's interest in the project signed by the person who will have authority over the project.

Proposer should introduce its key team members, highlighting its background and achievements earned while providing services that are the subject of this RFP. Include the names and titles of the persons who will be authorized to make representations for the Proposer. Identify the primary contact for the Proposer.

Section 3 – Proposer's Organizational Structure

Provide the following information about the Proposer's organization:

- A. Legal name, including DBA, for the Agreement;
- B. State of organization or incorporation;
- C. Ownership structure of the Proposer; Include a statement advising specifically which type of business entity the Proposer is organized as (e.g. a sole proprietorship, partnership, corporation, limited liability company, joint venture, or other form of business entity, etc.). Indicate the length of time the Proposer has been in business, and/or whether a specific partnership or corporation would be formed solely for this Agreement. If the entity consists of more than one company, the identities, roles, and time in business of each company must be included.
 1. If a sole proprietorship, state the full name, address, telephone number, and email address of the individual doing business.
 2. If a partnership, state the full name, address, telephone number, email address, and other occupation (if any) of each and every partner; whether he/she is full or part time; whether each partner is a general or limited partner; and the proportionate share of the business owned by each partner. Provide a copy of the partnership agreement.
 3. If a corporation, state the full name, address, telephone number, email address, and title of each of the corporate officers and the state of incorporation. Also, include a copy of the Articles of Incorporation.
 4. If a limited liability company, state the names, addresses, telephone numbers, and email addresses of the members; the proportionate share of the company owned by each member; and, for any members that are not individuals, identify the member's type of business entity, jurisdiction where formed, and principal officers, partners, or members. Include a copy of the LLC's operating agreement.
- D. Contact information for corporate headquarters to include address, phone and email;
- E. Contact information for local office to include address, phone and email;
- F. List of all persons authorized to make representations for the Proposer to include names, titles, addresses, telephone numbers, and email addresses.
- G. Provide the names and titles of the principals who would negotiate the Agreement.
- H. Provide an organizational chart for the Proposer. Include corporate and local team members who are proposed to be responsible for implementation of the Agreement. All persons authorized to make representations for the Proposer should be included.

Section 4 – Subcontractor Plan

Submit a plan detailing how subcontractors will be used and to what extent. Include any and all subcontractors in this Section 4 (i.e. design subcontractors, construction subcontractors, operations subcontractors, etc.). The subcontractor plan must be completed with each proposed subcontractor company name; company address; and primary contact name, telephone number, and email address. Provide the percentage of subcontracted work of the total Agreement. Provide the total value of all subcontracted work.

Section 5 – Proposer’s Experience and Qualifications (10 page maximum)

- A. Describe the Proposer’s experience, including dates, descriptions, contact information for references, and annual gross revenue of similar facilities Proposer has developed, constructed, managed, and/or operated. Discuss Proposer’s experience in the design, planning, development, financing, marketing, management, and/or operation of the facilities and explain why the experience is relevant and comparable to the scope, objectives, and responsibilities of the Agreement. For each project, include the planned and actual development period and budget, and reasons for variance, if applicable. If Proposer is a newly-formed entity, provide this experience for Proposer’s firms or owners.

Provide the same information for any of the Proposer’s similar projects or services that have been terminated and explain termination in detail. If no contracts have been terminated, include that information as well.

Disclose any situations in which Proposer failed to complete a contract or has been terminated from a contract prior to the contract reaching its full term. Provide a summary of bond claims and include dates, and surety information.

Describe any significant or unique accomplishments or recognition received by Proposer in the performance of previous similar projects.

The Authority reserves the right to discuss past performance with the companies and/or contacts provided and will give consideration to the feedback received.

- B. Site Manager and other Key Personnel: Include the name and resume of the individual who will serve and be responsible for the implementation and management of the day to day operations. Include the number of years of experience with similar operations. Include other management personnel and individuals from the organizational chart provided in Section 3 as applicable. Identify the corporate representative, the individual located at the corporate headquarters who is responsible for monitoring the Agreement and coordinating support for the Agreement at the corporate level to ensure compliance with the terms and conditions of the Agreement.
- C. Describe any relevant experience in dealing with governmental issues and problems impacting development projects, especially projects involving airports, air cargo, warehouses, and/or projects in the Southwest Florida region.
- D. Provide any other information in summary format that will be helpful and particularly relevant in evaluating the experience, qualifications, and capabilities of Proposer in undertaking a project of this magnitude.

Section 6 – Development, Design, and Construction (25 page maximum, including images and attachments)

Provide the following information:

- A. Name and address, and a statement of the related experience, of the architectural and/or engineering firm to be engaged by the Proposer to produce the plans and specifications of the proposed Air Freight Building.

- B. Preliminary conceptual site layout, preferably developed by a professional architectural and/or engineering firm. (A sample conceptual site layout is attached as Exhibit E and is provided for illustrative purposes only. Note that the sample is depicted for a 13,600 square foot building that does not meet the minimum requirements for facility and land size. The sample conceptual site layout only represents one potential layout and submittal of alternatives is encouraged.) The conceptual layout proposed should be based upon this RFP and the sample Agreement. The conceptual layout proposed should indicate the location, boundaries, and size of the proposed Leased Premises, and must meet the minimum size requirements.

The conceptual site layout proposed must demonstrate Proposer's ability to provide attractive, high quality, facilities that efficiently utilize the Leased Premises and complement the Airport.

- C. A detailed statement of Proposer's design plans, with consideration given for the following: airport master planning, all elements of air cargo facility design, site planning, FAA design and development requirements, architectural design, and landscape architecture. Include details about how the design is consistent with industry practices, the proposed building operations plan, and the intended use of the building.
- D. A preliminary design and construction phasing plan showing a schedule of key events, dates, and number of days necessary to accomplish each phase of the project for the Air Freight Building, including review time periods, design, permitting, and construction. Include plans for how to meet the proposed schedule. (The phasing plan should be in accordance with the requirements of the Agreement.)
- E. A detailed statement of proposed capital investments that will be made in the facility and any other major improvements.
- F. Name and address, and a statement of the related experience of the construction firm to be engaged by the Proposer.
- G. Provide details about Proposer's approach to construction, including site preparation, construction of airport infrastructure, construction of air cargo facilities, and phasing.
- H. Provide Proposer's approach to handling environmental and sustainability considerations during design and construction, such as proposed green or LEED design elements, handling of both in and above ground contaminants, traffic and site safety/security during construction, impact of construction activities, and inclusion of any sustainability concepts.
- I. Provide a statement of proposed security procedures during and after construction, including personnel and facility security and safety as well as incorporating cargo security--both anti-terror and anti-theft--into project and building design and construction.

Section 7 – Maintenance, Operation and Marketing Approach (20 page maximum, excluding proposed sublease agreement)

Provide a statement of the Proposer's understanding and approach to continuously meeting the scope, objectives, and responsibilities required of the Agreement. Include any reasons why Proposer is best suited to be selected for this specific project. Proposer is encouraged to review and reference its ability to meet the Project Scope and Project Objectives detailed in Section B.06 of this RFP. Be sure to include the following:

A. Leasing Plan

Provide a detailed Leasing Plan for subtenants that include the following information:

1. The typical length of the anticipated sublease term.
2. The criteria to be applied in the selection of subtenants (credit, insurance, security deposit, etc.) and how continued adherence to the same will be enforced during the term of a sublease.

3. The anticipated occupancy rate (percentage of usable building floor space occupied) beginning at the anticipated date of beneficial occupancy (as defined in the Agreement) and at annual intervals for the first five (5) years following the date of beneficial occupancy.
4. The anticipated number of subtenants when fully occupied. One of the key considerations will be the cost to the tenants for the space they occupy and the services they receive. The Authority wishes to ensure that tenants and users of the Air Freight Building receive maximum value for their dollars. For each leasable space in and around the Air Freight Building, please indicate the anticipated total annual per square foot rent that a tenant will pay, and the increment, in dollars and cents, of the total payment that the following items represent or will add: Building rent, Ground rent, Utilities, Common Area Maintenance (Describe what is included in the CAM charges and the related cost), Insurance, Taxes, Truck Parking, Auto parking, Development Fees, and/or Management Fees. List any additional fees or services and the related costs on a square foot basis, or other as appropriate.

If Proposer anticipates providing interior finishes for subtenant areas, indicate the tenant improvement allowance (if applicable), and how will it translate into rental rates.

5. Attach the proposed sublease agreement proposer will offer to prospective subtenants (the proposed sublease agreement will not count toward the page maximum for this Section 7).

B. Marketing Plan

Provide a detailed Marketing Plan that includes knowledge of airline belly cargo industry dynamics in general and specifically as they impact this region, a current air cargo market assessment, and air cargo marketing strategy. Include the marketing strategy for all categories of anticipated subtenants of the Air Freight Building. Describe Proposer's approach to stay ahead of the trends, be knowledgeable with current industry practices, and provide recommendations to proactively meet ever changing needs. Reference any market research or data collection used to determine the occupancy rates included in the Leasing Plan. Describe Proposer's approach to public relations, including both off-airport community relations and Airport tenant/user coordination.

C. Operations Plan

Provide a detailed building Operations Plan that includes all of the intended uses of the Air Freight Building and surrounding site. Include Airport operations and ground service management, facility maintenance programs, air cargo facility operations, air cargo security procedures, vehicular ground traffic management, and operational safety to include lighting, traffic and building signage. Detail the plan for a successful relocation and transition of existing tenants who may be affected by this development effort. Indicate staffing levels and schedules to show proposed coverage of operational hours for all staff, including management, for peak season and summer season. Provide information about the type of corporate support the proposed Site Manager will receive. Explain how this plan supports all service requirements and ensures team member accountability across the organization.

Describe the plan for regularly maintaining and keeping the building in good repair and to ensure the Agreement is performed in a manner that upholds or exceeds the Authority's high standards and levels of customer satisfaction. Describe all efforts and techniques that will be employed by the successful Proposer to be a good neighbor and to encourage good subtenant relations.

Section 8 – Financial Proposal Forms

Include a fully completed Financial Proposal Form (FORM 1A) setting forth:

- A. The proposed minimum capital investment;

- B. The proposed size of the parcel to be leased (this will be subject to adjustment prior to execution of a lease); and
- C. The proposed Ground Rent expressed in terms of a price per square foot per year.

Note that Form 1A: Financial Proposal Form is an excel document that must be downloaded and filled in.

Include a fully completed Financial Proposal Form (FORM 1B) setting forth:

- A. The Proposer's projected gross receipts from operation of the Air Freight Building and any other business activities on site, including detailed underlying assumptions used to develop the projections, annually for the first three (3) years after the facility's date of beneficial occupancy.

The projected gross receipts must include revenues from all sources without subtracting any costs or expenses.

- B. The Proposer's projected expenses from operation of the Air Freight Building and any other business activities on site, including detailed underlying assumptions used to develop the projections, annually for the first three (3) years after the facility's date of beneficial occupancy.

This should include, but not be limited to: (i) salaries and wages/benefits by category or position; (ii) services and other payments (e.g., office supply and equipment costs, marketing expenses, maintenance expenses, insurance and legal fees, rent payments, taxes, and other payments); (iii) the principal assumptions and rationale underlying the amounts stated in each income and expense line.

- C. The initial capital cost of the facility, and depreciation (state the interest rate assumption) over a period of thirty-five (35) years.
- D. Each Proposer shall also provide a pro forma balance sheet for the day of the Air Freight Building's date of beneficial occupancy.

The Authority's evaluation will not consider any fee structure proposed other than the structure set forth in this RFP and the sample Agreement. Alterations, additions, and/or modifications to the Official Proposal Form will not be accepted and may be cause for rejection of the proposal.

Section 9 – Financial Capacity

- A. Proposer shall provide financial statements audited or certified by an independent certified public accountant for the two (2) most recent complete fiscal years. If not available, the proposal shall provide complete financial statements, including a balance sheet, income statement, and statement of cash flows prepared in accordance with generally accepted accounting principles (GAAP), for the two (2) most recent complete fiscal years. Footnote disclosures must accompany the financial statements.

If unavailable, provide a notarized statement certifying the accuracy of the financial information and explaining the unavailability of audited statements, signed by an officer of the Proposer.

- B. If Proposer is a wholly-owned subsidiary of another entity, then the above referenced financial information of the parent entity must also be submitted and upstream ownership entities identified as necessary for the Authority to understand the ultimate ownership and control of the Proposer.

- C. If Proposer intends to organize as a partnership, LLP, LLC, or joint venture, then the above-referenced financial information of each partner, LLC/LLP member or joint-venture partner must be submitted. Individuals required to provide financial information must submit a statement of current net worth.
- D. Owners of small closely held corporations must submit a personal financial statement for the three (3) months prior to the submittal date.
- E. Proposers must describe their ability to access and/or provide all the necessary funding to complete the project.
- F. Other financial data may be required as determined during the evaluation process by the Authority.

Section 10 – Business Ethics

Disclose any circumstances where the conduct of the Proposer, or any officer, partner, major shareholder (greater than five percent (5%) interest), or other related party is currently being investigated by any governmental, administrative, or law enforcement entity or agency. Also disclose any adverse decision against the Proposer or such related parties (including, but not limited to judgments entered by any court, whether state or federal), or settlement with any such legal or administrative body in the past five years.

If Proposer or any related parties have other business interests or relations that may cause, or appear to cause, a conflict of interest in its business with the Authority the details of such conflicts must be stated here. If no conflicts exist that fact should also be stated here.

Proposer must disclose whether it has been convicted of a public entity crime in its history and provide relevant dates and details concerning the conviction.

Proposer must disclose if it has ever been terminated from a contract.

Proposer must disclose if the Proposer has been involved in litigation with any of its customers within the past ten years and briefly describe the circumstances.

Section 11 – Required Proposal Forms

The following forms must be included in Section 11 of the proposal:

- Form 2: Proposer's Certification (Including Acknowledgement/Incorporation of Addenda)
- Form 3: Lobbying Affidavit
- Form 4: Public Entity Crimes Form
- Form 5: Scrutinized Companies Certification
- Form 6: Business References (Do not list any LCPA employees)
- Form 7: Financial References

Section 12 – Additional Required Documents

Include the following in Section 12 of the proposal:

- D. Proof of Insurance or insurability (see RFP Part F and Exhibit A – sample Agreement)

The Authority reserves the right to request additional information and clarification of any answer or information submitted, including any omission from the original proposal. Additionally, the Authority reserves the right to waive any informalities or irregularities in any proposal and to reject any and/or all proposals in its sole discretion.

END OF PART C

PART D **EVALUATION OF PROPOSALS**

D.01 PROPOSAL EVALUATION

The Authority's Staff Evaluation Committee will meet to review the submitted proposals at one or more publicly noticed meetings, as it deems necessary. After reviewing all responsive Proposals, the Staff Evaluation Committee will forward all Proposals to the Airports Special Management Committee (ASMC) for review. To assist with that review, the Staff Evaluation Committee will make recommendations to the Airports Special Management Committee 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 Proposals, Florida Statutes, and the Board approved Lee County Port Authority Purchasing Policies, the selection process, including potential short-listing of firms, 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 proposals. If the ASMC decides to entertain presentations or conduct interviews at a subsequent meeting, it will set the date, place and time for that meeting, and then establish the order of presentations for interviews by lot before adjourning.

The ASMC may waive oral presentations or interviews. If no oral presentations or interviews are requested, the ASMC selection will be based on its review and evaluation of the proposals received from qualified firms at its initial public meeting.

Authority staff and members of outside agencies (i.e., FAA and FDOT) may participate in the oral presentations or interviews as appropriate.

Consideration will 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 evaluations, the ASMC will establish at a public meeting, by consensus, a list of at least three (3) proposers deemed most qualified and capable to perform the required services. The ASMC will 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 proposers submitting proposals, it will 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 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 proposal. Additionally, the Authority reserves the right to waive any informalities or irregularities in any proposal and to reject any and/or all proposals in its sole discretion.



D.02 AUTOMATIC DISQUALIFICATION

Proposers will be disqualified from consideration for award of an agreement for any of the following reasons:

- Failure to submit Proposer's Certification with the submitted proposal
- Lobbying the Lee County Board of Port Commissioners, members of the Airports Special Management Committee, or employees of Lee County Port Authority, individually or collectively, regarding this Request for Proposals
- Collusion with the intent to defraud or other illegal practices upon the part of any proposer submitting a proposal
- Being on the Convicted Vendors List
- Being on any Scrutinized Companies List or otherwise ineligible to submit a proposal pursuant to Section 287.135, Florida Statutes
- Not being registered to do business in the state of Florida prior to submitting a proposal

D.03 RANKING OF PROPOSALS

The Staff Evaluation Committee will determine from the proposals and subsequent investigation as necessary, the Proposer(s) whose proposal 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 proposals pursuant to the evaluation factors stated herein;
- 2) List Proposers in a recommended order of preference for further consideration in oral interviews, and presentations or;
- 3) Recommend a ranked order of preference of qualified Proposers to the ASMC and Board of Port Commissioners; and
- 4) Receive written clarification of a submitted proposal.

D.04 TENTATIVE SOLICITATION SCHEDULE

The following tentative schedule is provided as a general guide on timing for this solicitation. The schedule is subject to change. Notices of the receiving due date, staff evaluation committee, Airports Special Management Committee (ASMC) and Board of Port Commissioners meetings are posted at www.flylcpa.com/legalnotices/. Please refer to the website for schedule information.

09/28/2020	Non Mandatory Pre-Proposal at 1:00 p.m.
10/05/2020	Deadline for Questions/Clarifications at 5:00 p.m.
11/09/2020	Proposal Due Date at 2:00 p.m.
11/20/2020	Staff Evaluation Committee Meeting at 10:00 a.m.
12/15/2020	Airports Special Management Committee (ASMC)
01/26/2021	Oral Presentations (ASMC), if needed
TBD	Board of Port Commissioners approval of proposer selection
TBD	ASMC agreement review/approval
TBD	Board of Port Commissioners agreement approval

END OF PART D

PART E
NEGOTIATION OF THE AGREEMENT

E.01 GENERAL

The successful Proposer's Proposal will serve as the basis for negotiating an Agreement. Upon submission, all proposals become the property of the Authority which will have the right to use any or all ideas presented in any proposal submitted in response to this Request for Proposals, whether the Proposal is accepted or not.

E.02 NEGOTIATION

The ASMC will make recommendations to the Board of Port Commissioners of those Proposers 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 Proposer(s) will be invited to enter negotiations. These negotiations are generally relative to the scope of services to be performed and the associated costs.

E.03 AGREEMENT

Each firm selected to perform services under this solicitation will be asked to enter an agreement containing general terms applicable to all services provided, without addressing specific financial issues.

E.04 AWARD

Award of any resulting agreement is subject to the approval of the Airports Special Management Committee and the Board of Port Commissioners.

END OF PART E

PART F

INSURANCE, INDEMNIFICATION, AND BOND REQUIREMENTS

All Proposers should furnish proof of acceptable insurance. A copy of the Proposer'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 proposal.

No agreement will be made pursuant to this Request for Proposals until all insurance coverage indicated herein has been obtained. The cost for obtaining insurance coverage is the sole responsibility of the successful Proposer. The successful Proposer must obtain and submit to the Purchasing Office within five (5) calendar days from the date the notice of intent to award is issued, proof of the following minimum amounts of insurance on a standard ACCORD form. The insurance provided will include coverage for all parties employed by the Proposer. At the discretion of the Authority, all insurance limits may be re-evaluated and revised at any time during the term of the Agreement.

Insurance Requirements (Types and Limits)

Commercial General Liability, including premises, operations, airside automobile, bodily injury, personal injury, property damage, and contractual liability, with a minimum combined single limit of \$10 million, and products-completed operations, with a minimum limit of \$10 million aggregate. Coverage must include the following: All premises and operations, products- completed operations, independent contractors, separation of insured, defense and contractual liability.

Business Automobile Liability (which includes coverage of any auto, including owned, hired, and non-owned) with a combined single limit of at least \$5 million per accident.

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 any party from being a co-insurer on any part of the risk, but the amount must be not less than the full replacement value.

Workers' Compensation insurance as required by the State of Florida, and Employers' Liability insurance with limits of at least \$1 million per accident for bodily injury and \$1 million per employee for disease.

Environmental Liability and/or Contractors Pollution Liability and/or Errors & Omissions Liability, applicable to the work being performed, with a limit of not less than \$2 million per claim or occurrence and \$4 million annual aggregate, with an extended recovery period of at least two (2) years beyond the last day of the term of the Agreement, and including coverage for: (a) third-party claims for on and off-site bodily injury and property damage; and (b) claims resulting in bodily injury property damage or cleanup costs.

If requested of the awarded Lessee by the Authority, builder's risk insurance in an amount covering the contract price for all work to be performed by awarded Lessee (including construction of the facility), on an "all risk" form.

Awarded Lessee must resolve all claims arising out of any incident or accident during the performance of the "work" or operations performed that involve property damage and/or injury.

Additional Insured

Lee County Port Authority must be named as an additional insured on all policies except for workers' compensation. The policy must 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."

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 Proposer from potential insurer insolvency.

Waiver of Subrogation

Insurance will be primary and noncontributory and will include a Waiver of Subrogation by both the successful Proposer and its insurers in favor of the Authority on all policies including general liability, auto liability and the workers' compensation policy, as well as any umbrella or excess policy coverage.

Certificate of Insurance

Prior to the execution of an Agreement or the issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy(s) renewal date for as long as the agreement is in effect, successful Proposer will furnish the Authority with a certificate of insurance using an ACORD form and containing the solicitation number with 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 proposal. The appointed insurance agent or carrier will 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. A waiver of subrogation in favor of the Authority will also be required.

Policy on Request

In addition, when requested in writing by the Authority, the successful Proposer will provide the Authority with a certified copy of all applicable insurance policies.

Change in coverage

The successful Proposer is required to provide a minimum of thirty (30) days 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 will be sent directly to Lee County Port Authority Risk Manager, 11000 Terminal Access Road, Suite 8671, Fort Myers FL, 33913. If the successful proposer fails to meet the required insurance set forth herein, the Authority may terminate any agreement it has with the successful proposer.

Subcontractor's requirement

The successful Proposer must ensure that its agents, representatives, and subcontractors comply with the insurance requirements set forth herein.

Sovereign Immunity

The successful Proposer understands and agrees that by entering an Agreement with Proposer, the Authority does not waive its sovereign immunity and nothing herein will 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 Proposer must 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, 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 Proposer, or anyone performing any act required in connection with performance of any Agreement awarded pursuant to this RFP. These obligations will survive acceptance of any goods and/or performance of services and payment therefore by Lee County Port Authority.

Proposal Guaranty and Bond Requirements

The following bonds and performance and payment guarantees are required if checked:

- Construction bond:** *If checked*, separate payment and performance bonds must be presented by the successful Proposer to the Authority which comply with the requirements of Florida Statutes Section 255.05(1)(a) and are satisfactory to the Authority, in at least the full amount of the contract price for completing the work.
- Performance Guarantee:** *If checked*, a performance guarantee or security deposit in the amount of \$25,000 must be presented by the successful Proposer to the Authority within ten days of issuance by the Authority of the written notice of intent to award the Agreement.

The purpose of the performance guarantee is to serve as a security deposit for the full and faithful performance by the awarded Lessee of all terms, covenants, and conditions of the Agreement including but not limited to the rentals, fees and charges to be paid, throughout the term of the Agreement, including any renewal periods thereof.

The performance guarantee must be issued by a surety acceptable to the Authority, or may be submitted in the form of an irrevocable letter of credit in favor of the Authority guaranteeing full and satisfactory performance.

The performance guarantee will remain in full force and effect for the entire term of the Agreement, including any renewal periods. Failure to maintain the performance bond is cause for termination of the Agreement.

END OF PART F



FORM 1A: FINANCIAL PROPOSAL FORM

RFP 21-03TLB PROPOSER'S NAME: _____

A. Minimum Capital Investment: \$ _____

(written amount)

B. Proposed Parcel Size: _____ square feet
(must equal at least 130,680 square feet)

C. Ground Rent to be paid: \$ _____ per square foot per year
(must be at least \$0.50)

D. Rent Calculations based on values entered for B. and C. above. Do not fill in or replace values.

Annual Ground Rent _____

Monthly Ground Rent _____

Monthly Construction Period Rent _____

Complete separate
Excel spreadsheet - Form 1A



FORM 1B: FINANCIAL PROPOSAL FORM

Pro Forma Income Statement - Complete annually for Years 1, 2, and 3.

Year _____

Gross Receipts

<u>Subtenant Lease Revenues</u>	_____	_____%
Other (list)		
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%
Total Receipts	_____	_____%

Operating Expenses

Salaries/Wages	_____	_____%
Hourly Payroll	_____	_____%
Benefits	_____	_____%
Legal Fees	_____	_____%
Telephone	_____	_____%
Insurance	_____	_____%
Supplies	_____	_____%
Equipment	_____	_____%
General & Admin.	_____	_____%
Marketing	_____	_____%
Utilities	_____	_____%
Depreciation	_____	_____%
Authority Ground Rent	_____	_____%
Other (list)		
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%
Total Expenses	_____	_____%
Taxes	_____	_____%
Net Revenue	_____	_____%

Notes: Include any relevant notes and assumptions on the lines below.



FORM 1B: FINANCIAL PROPOSAL FORM (CONTINUED)

Each Proposer shall also provide a pro forma balance sheet for the day of the Air Freight Building's date of beneficial occupancy using the format found below. The pro forma balance sheet shall be evaluated in terms of reasonableness and viability. Specifically, the pro forma balance sheet shall be evaluated for its ability to support the financial offer and any proposed facility investment.

The format for the pro forma balance sheet for the first day of the facility's opening for business shall be as follows:

Balance Sheet

Current Assets:

Cash	_____
Accounts Receivable	_____
Allowance for Delinquent Accounts	_____
Prepaid Items	_____
Total Current Assets	_____

Property and Equipment:

Buildings	_____
Equipment	_____
Motor Vehicles	_____
Office Equipment	_____
Less: Accumulated Depreciation	_____
Total Assets	_____

Current Liabilities:

Accounts Payable	_____
Accrued Expenses	_____
Short-Term Debt	_____
Total Current Liabilities	_____
Long-Term Debt	_____
Owner's Equity	_____
Retained Earnings	_____
Less: Distributions	_____

Total Liabilities and Owner's Equity

Notes: Include any relevant notes and assumptions on the lines below.

The pro forma income statement and balance sheet shall clearly display Proposer's working capital requirement for the venture and the source(s) of cash to provide for the payment of the Proposer's fixed expenses and working capital.



FORM 2: PROPOSER'S CERTIFICATION

As an authorized representative of the Proposer, I certify that I have carefully examined the Request for Proposals (RFP), which includes scope, requirements for submission, general information and information concerning the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda:

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

I hereby propose to provide the services requested in this Request for Proposals. I agree that the Authority terms and conditions herein will take precedence over any conflicting terms and conditions submitted with the RFP and I agree to abide by all conditions of this document.

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

I certify that I have attended the non mandatory pre-proposal meeting and I fully understand the requirements. I further certify, under oath, that this RFP is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company or corporation submitting a RFP 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 RFP. And, the undersigned executed this Proposer'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 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 _____ (proposer), maker of the attached RFP and that neither the Proposer nor its agents have lobbied to obtain an award of the Agreement required by this Request for Proposals from Lee County Board of Port Commissioners, members of the Airports Special Management Committee or employees of Lee County Port Authority, individually or collectively, regarding this Request for Proposals. The prospective proposer 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 Lee County Lobbying Ordinance, No. 03-14.

AFFIANT

STATE OF _____

COUNTY OF _____

The foregoing instrument was signed and acknowledged before me, by physical means of physical presence OR online notarization this _____ day of _____ 2020, by _____ who produced the following as identification _____ or is personally known to me, and who did/did not take an oath.

Signature of Notary

Serial/Commission No.

NOTE - THIS FORM MUST BE COMPLETED AND SUBMITTED BY ALL PROPOSERS AND, IN THE CASE OF A JOINT VENTURE, FROM EACH PARTNER



FORM 4: 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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]

STATE OF _____

COUNTY OF _____

The foregoing instrument was signed and acknowledged before me, by physical means of physical presence or online notarization this _____ day of _____ 2020, by _____ who produced the following as identification _____ or is personally known to me, and who did/did not take an oath.

Signature of Notary

Serial/Commission No.



FORM 5: SCRUTINIZED COMPANIES CERTIFICATION

Proposer hereby certifies under penalties of perjury as of the date of submission of its RFP to provide goods and services to 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 proposer 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 Proposals.

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 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 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 LEE COUNTY PORT AUTHORITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]

STATE OF _____

COUNTY OF _____

The foregoing instrument was signed and acknowledged before me, by physical means of physical presence or online notarization this _____ day of _____ 2020, by _____ who produced the following as identification _____ or is personally known to me, and who did/did not take an oath.

Signature of Notary

Serial/Commission No.



FORM 6: BUSINESS REFERENCES

References:

Please provide three (3) current and correct business references.

1. _____
COMPANY

CONTACT NAME

BUSINESS RELATIONSHIP

ADDRESS

CITY, STATE, ZIP CODE

TELEPHONE

EMAIL

2. _____
COMPANY

CONTACT NAME

BUSINESS RELATIONSHIP

ADDRESS

CITY, STATE, ZIP CODE

TELEPHONE

EMAIL

3. _____
COMPANY

CONTACT NAME

BUSINESS RELATIONSHIP

ADDRESS

CITY, STATE, ZIP CODE

TELEPHONE

EMAIL



FORM 7: FINANCIAL REFERENCES

References:

Please provide three (3) current and correct references from financial references.

1. _____
COMPANY

CONTACT NAME

FINANCIAL RELATIONSHIP

ADDRESS

CITY, STATE, ZIP CODE

TELEPHONE

EMAIL

2. _____
COMPANY

CONTACT NAME

FINANCIAL RELATIONSHIP

ADDRESS

CITY, STATE, ZIP CODE

TELEPHONE

EMAIL

3. _____
COMPANY

CONTACT NAME

FINANCIAL RELATIONSHIP

ADDRESS

CITY, STATE, ZIP CODE

TELEPHONE

EMAIL



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 proposal.

NO PROPOSAL SUBMISSION

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

We are not responding to this Request for Proposals 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 clearly understood	too rigid;	too vague;
not applicable;	Insufficient time allowed for preparation	

_____ Other reason(s):

Name of firm: _____

Contact Name: _____

Contact Telephone: _____

Contact Email: _____

Exhibit A Sample Agreement

GROUND LEASE
FOR CONSTRUCTION AND OPERATION OF AN
AIR FREIGHT BUILDING
AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

THIS AGREEMENT 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") as lessor, and **[insert name of Lessee]**, a **[insert type of entity and state or country where organized]** with principal offices at **[insert address]** (herein referred to as "Lessee").

Background

Southwest Florida International Airport, in Lee County, Florida (the "Airport") is owned by Lee County, a political subdivision of the State of Florida. Pursuant to Chapter 63-1541, Laws of Florida, Section 332.08(1) Florida Statutes, and Lee County Ordinance 90-02, as amended, Lee County has vested the Lee County Port Authority with the power to operate the Airport, to lease premises and facilities on the Airport, and to grant related rights and privileges.

Lessee has submitted a proposal in response to the Authority's "Request For Proposals RFP #20-59TLB for Lease of Land for Development and Operation of an Air Freight Building at Southwest Florida International Airport" (the "RFP"). Pursuant to the RFP, the Authority has selected Lessee's proposal and the parties have negotiated this lease agreement, whereby the Authority leases to Lessee, and Lessee leases from Authority, a

certain parcel of land at the Airport for Lessee's development, construction, maintenance and operation of an air freight building.

NOW THEREFORE, in consideration of the mutual promises herein, the parties hereby agree 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 the following described parcel of real property within the boundaries of Southwest Florida International Airport, in the County of Lee, State of Florida:

A parcel of land containing approximately [**insert parcel size here**] acres, depicted generally as the "Leased Premises" 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.

Section 1.2 Survey of boundaries. The parties recognize that Exhibit A shows only an approximate depiction of the

boundaries of the Leased Premises. Accordingly, within one (1) year after the Effective Date of this lease (as defined in Section 2.1 below), and prior to commencing any construction, the Lessee shall obtain, at its own cost, and provide to the Authority, a precise boundary survey and metes and bounds description of said premises, prepared by a professional surveyor and mapper licensed in the state of Florida in accordance with said Exhibit A 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 said leased parcel.

ARTICLE 2

TERM

Section 2.1 Initial term. The initial term of this lease will commence on **[insert date]**, (the "Effective Date"), and will continue until the day before the date that is twenty-five (25) years after the "Date of Beneficial Occupancy", as defined in Section 3.3 below.

Section 2.2 First option to extend. Lessee shall have the option to extend the term of this lease for an additional five (5) year period immediately following the initial term (provided that the lease has not been terminated and that Lessee is not then in default), by giving the Authority written notice, in the manner set forth below, no earlier than one year and no later than two months prior to the expiration of the initial term, TIME BEING OF THE ESSENCE, of Lessee's intent to exercise this option.

Section 2.3 Second option to extend. If Lessee validly exercises the first option to extend, as set forth in Section 2.2 above, Lessee will have one additional option to extend the term of this lease for a second five (5) year period (provided that the lease has not been terminated and that Lessee is not then in default), by giving the Authority written notice, in the manner set forth below, no earlier than one year and no later than two months prior to the expiration of the lease term as extended by exercise of the first option, TIME BEING OF THE ESSENCE, of Lessee's intent to exercise this second option.

Section 2.4 Lessee's exercise of options to extend. 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 six (6) months before the then-current 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 any exercised option or options to extend had been exercised by Lessee in a timely manner without the need for any notice or notices to Lessee.

Section 2.5 Lessee's Inspection Period and option to terminate therein. Notwithstanding anything herein that may

appear to the contrary, Lessee shall have a period of eighteen (18) months, starting on the Effective Date of this lease (the "Inspection Period") within which to undertake any inspections of the premises it deems necessary, and during which time Lessee shall have the option, at its sole discretion, to terminate this lease by providing advance written notice to Authority, in which case Lessee's security deposit or performance guarantee will be returned to Lessee, and neither party shall have any further liability to the other.

Section 2.6 Authority's option to terminate.

Notwithstanding any other provisions of this lease that may appear to the contrary, if Lessee fails to obtain all necessary permits for construction and actually commence construction of the "Minimum Required Improvements" (described in Section 5.2 below), within eighteen (18) months after the Effective Date of this lease [**or such date as is negotiated based on any required zoning amendment(s)**], or, if Lessee fails to complete the Minimum Required Improvements by [**May 31, 2024, or such date as is negotiated based on any required zoning amendment(s)**], then the Authority may, at its sole option, terminate this lease. The Authority may extend said time period in writing, but will be under no obligation to do so. If Authority's right to terminate is exercised as herein provided, this lease shall thereafter be null and void, and any money or security deposited hereunder

shall be returned to Lessee (provided Lessee is then current on any rent obligations) and neither party shall have any further liability to the other.

ARTICLE 3

USE OF LEASED PREMISES

Section 3.1 Use of premises. Lessee shall have the right and obligation to use the Leased Premises to develop and operate an air freight facility which will be used solely for the following uses (the "Permitted Uses"):

- (1) receipt, storage and shipping of air cargo (including office space ancillary thereto);
- (2) parking, storage, maintenance, and repair of airline ground service equipment;
- (3) provision of aircraft-related or air cargo-related services to airlines such as:
 - (a) air cargo handling;
 - (b) freight forwarding;
 - (c) customs brokerage; and
 - (d) airline ground services.

In the event Lessee is unable, for a period exceeding six (6) months, to sublease any particular portion of its building to a subtenant for a Permitted Use stated above, then Lessee may propose to Authority, for Authority's consent pursuant to Article 7 below, a sublease for another intended use, which the Authority may approve or disapprove in its sole discretion.

Notwithstanding items (1) through (3) above, nothing herein

shall be construed to allow Lessee, or its subcontractors or subtenants, to provide services to other entities, either within the leased premises or on parts of the Airport outside the leased premises, without being permitted in writing by the Authority, in advance, to provide such services on the Airport, which permission may be subject to the Authority's then-applicable terms, conditions, and fees for the privilege of providing such services on the Airport, including but not limited to satisfaction of the Authority's then-current "Minimum Standards for Aeronautical Activities for Southwest Florida International Airport."

Lessee shall not use or permit the use of the leased premises, or any part thereof, for any purpose other than those specifically allowed above, and shall not provide, or allow to be provided, any other service at or from the leased premises, except upon prior written consent of the Authority.

Notwithstanding anything above which may appear to the contrary, prohibited uses of the leased premises include, but are not limited to:

- (1) maintenance, repair, or overhaul of aircraft;
- (2) storage of cars, boats, travel trailers, recreational vehicles, or other items not related to aviation;
- (3) sale or provision of fuel or fueling services to the public or any third parties;
- (4) the presence, placement, or use, of "Mobile Minis" or any other trailers or modular units, whether for office, storage, or otherwise, after the "Date of

Beneficial Occupancy" defined below;

- (5) rental of parking spaces to the public, or any other kind of commercial parking operations;
- (6) rentals or sales of any motor vehicles; and
- (7) provision of airfield access to any subtenant not having a bona fide business purpose for same.

Section 3.2 Non-interference with Airport. Lessee agrees to refrain from and prevent any use of the leased premises or the Airport which would interfere with or adversely affect the operation or maintenance of the Airport, constitute an Airport hazard, or be contrary to the FAA-approved Airport Layout Plan (ALP). Lessee shall make no unlawful, improper, or offensive use of the premises.

ARTICLE 4

RENT AND CHARGES

Section 4.1 Construction period rent prior to Date of Beneficial Occupancy. Lessee agrees to pay the Authority, as "Construction Period Rent," monthly, the sum of \$[amount to be calculated using 25% of the initial Ground Rent rate], together with applicable sales tax, on or before the first day of each calendar month, for the period beginning on the first day of the calendar month immediately following the date that is twelve (12) months after the Effective Date of this lease and continuing until the last day before the "Date of Beneficial Occupancy" (defined below). The construction period rent for any partial month will be prorated.

Section 4.2 Ground Rent. Lessee agrees to pay the Authority, monthly, together with applicable sales tax, on or before the first day of each calendar month, commencing on the "Date of Beneficial Occupancy," and for and during the remainder of the term of this lease, "Ground Rent," in the amount of \$[amount to be calculated as 1/12th of the annual ground rent proposed by Lessee in response to RFP] per month (subject to CPI adjustments pursuant to Section 4.4 below). The Ground Rent for any partial calendar month will be prorated.

Section 4.3 Definition of Date of Beneficial Occupancy.

The "Date of Beneficial Occupancy" as used in this lease means the first day of the calendar month immediately following the earlier of:

- (1) issuance of a temporary or permanent certificate of occupancy for any building constructed on the premises (other than a temporary construction office); or
- (2) the date Lessee commences using the leased premises (or any part) for any aspect of its business (other than a temporary construction office, and construction of the improvements); or
- (3) May 31, 2023;

For the purposes of this agreement, the Date of Beneficial Occupancy 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 Date of Beneficial Occupancy have occurred. Lessee will use due diligence and make good faith efforts to obtain permits, complete

its construction, cause the Date of Beneficial Occupancy to occur, and open the facility for business, as soon as practicable.

Section 4.4 CPI adjustments. Beginning January 1, 2024, and every three (3) years thereafter, while 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 initial Ground Rent specified in Section 4.2 above. The adjusted ground rent will be the product of the initial ground rent 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 October 2020. The term "comparison index" means the CPI in effect for the second calendar month before the adjustment date.

The term "CPI" means the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, (1982-84 = 100), published by the Bureau of Labor Statistics of the U.S. Department of Labor. If the CPI ceases to use 1982-1984 = 100 as a base, or if the CPI is altered, modified, converted, or revised in any way, the CPI will be adjusted to the figure that would have resulted had the change not occurred. If the CPI ceases to be published, any substitute or successor equivalent index published by any agency of the U.S. government will be used.

Section 4.5 Payments. All payments shall be payable,

together with any applicable Florida sales tax, on or before the first day of each calendar month for which the payment is due.

Payments shall be paid, without demand, setoff, or deduction, to:

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

or such other place as the Authority may direct in writing.

ARTICLE 5

CONSTRUCTION OF FACILITY; MINIMUM REQUIRED IMPROVEMENTS

Section 5.1 Premises is leased "as is". Lessee agrees to accept the leased premises strictly in "as is" condition. No representation has been made to Lessee by Authority concerning the condition of the premises or its suitability for Lessee's purposes or Lessee's ability to obtain permits for its development.

Section 5.2 Minimum required improvements. Lessee will, at Lessee's own cost and expense, design, obtain all required permits, complete all site work, and construct, on the leased premises, the following "Minimum Required Improvements" which shall consist of the following improvements and facilities:

- (1) an enclosed air freight building containing at least 15,000 square feet of floor area, with at least five (5) subleasable units; and
- (2) all associated improvements required by the RFP, the Lee County Land Development Code or any governmental entity, including, but not necessarily limited to, automobile parking, lighting, utility lines, fire protection, storm water detention, retention, and control systems, security fencing, berms, landscaping,

and roads and driveways for ingress, egress, and circulation.

Section 5.3 Minimum capital investment; Cost of

improvements. Lessee will bear the sole cost and expense of all improvements to the premises, or to serve the premises, including, but not limited to, site investigation, location of any existing utilities, design, permitting, materials, access roads, driveways, extension of utilities, site work, security fence work (as noted below), construction, insurance, and maintenance. Lessee is required to expend a minimum of \$[insert dollar amount here] (herein the "Minimum Capital Investment") for the initial development and construction of the Minimum Required Improvements set forth above. Only the following "Allowable Items" will be counted toward satisfying the Minimum Capital Investment:

- (i) the actual costs of labor and materials for the construction of the Minimum Required Improvements which are contracted for and paid for by the Lessee;
- (2) the actual costs of furniture, fixtures, and equipment purchased for and installed and used on the leased premises; and
- (3) actual design, engineering, and permitting costs, not to exceed 15% of the total of the costs of (1) and (2) above.

Within ninety (90) days of the date the air freight building is opened for business, Lessee will confirm its compliance with this Section by providing Authority with an itemized list of expenditures on Allowable Items actually paid for, along with

copies of paid invoices or similar documents acceptable to the Authority evidencing the amount Lessee has spent on the Allowable Items, and a signed statement by Lessee's chief financial officer certifying that to the best of their knowledge and belief the schedule is true and correct and all amounts listed were actually incurred and paid by Lessee. The amount of such expenditures which are timely and satisfactorily evidenced to the Authority, as set forth above, shall be the "Actual Capital Investment" for the purposes of this agreement.

If the amount of the Actual Capital Investment is less than the Minimum Required Capital Investment, Lessee will pay the Authority the difference within thirty (30) days of invoice or written notice by the Authority.

All work, whether interior or exterior, ordinary, extraordinary, or structural, must be performed in a good and workmanlike manner, in full compliance with plans and specifications approved by the Authority, and in compliance with the Lee County Land Development Code and the Lee County Port Authority "Leasehold Development Standards for Southwest Florida International Airport and Page Field Airport" 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 all other applicable governmental rules or regulations.

Lessee will, as needed, and subject to the Authority's

approval as to locations and specifications, remove existing fencing and install new chain link fencing, gates, and security card readers, so as to enclose the leased premises within the Airport's Airside Operations Area (herein "AOA"), while maintaining the integrity of the AOA perimeter security fencing at all times. All fencing, paving, and roadway work shall be done in accordance with Lee County D.O.T., Florida D.O.T., or Federal Aviation Administration specifications, as may be applicable.

Section 5.4 Design approvals; construction bonds;

insurance. Prior to commencing any construction work on the leased premises or elsewhere on the Airport, (including but not necessarily limited to mobilization, earth moving, initial construction, improvements, alterations and repairs) Lessee shall:

- (1) submit to the Authority for the Authority's approval complete plans and specifications for the proposed work, utilizing the procedures set out in the "Leasehold Development Standards";
- (2) obtain and pay for all permits and approvals required, and pay any applicable impact fees or other development fees;
- (3) provide the Authority with proof of insurance of the types and in the amounts set in Article 13 below;
- (4) execute, deliver to the Authority, and record 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) and are satisfactory to the Authority, in at least the full amount of the contract price for completing the work;

- (5) require its general contractor to obtain the insurance set forth in Section 13.2 below, and furnish evidence satisfactory to the Authority that the contractor or contractors have such insurance;
- (6) coordinate with the Authority to submit an application to the FAA for "airspace analysis" and approval; and
- (7) obtain from Authority written approval (not to be unreasonably withheld or delayed) 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. Any requirement for such resubmittal shall detail the reason(s) the plans were unacceptable and, where applicable, the changes requested by Authority. If the Authority does not respond to Lessee's plans within 45 days after receipt by Authority, they will be deemed approved.

Section 5.5 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 be 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 5.6 Environmental mitigation to be off-airport.

Any environmental mitigation required of the Lessee by governmental authorities for the construction of Lessee's improvements shall be located off-airport and at Lessee's own expense. However, Lessee may locate stormwater detention or retention facilities on the leased premises, subject to the other provisions of this lease, and provided they are designed in conformance with FAA Advisory Circular 150/5200-33, "Hazardous Wildlife Attractants on or Near Airports" as may be amended from time to time.

Section 5.7 Maintenance and repairs of the premises.

Lessee will maintain the leased premises and any structures and other improvements thereon (whether preexisting this lease or constructed by Lessee) in a good state of repair, and in a clean, orderly, safe, and serviceable condition at all times. Lessee will provide at its own expense all such maintenance, custodial, trash removal, landscaping, pest control, and cleaning services and supplies as may be necessary or required in the operation and maintenance of the leased premises and improvements thereon.

Section 5.8 Ownership of improvements. Title to all Improvements when made, erected, constructed, installed, or placed upon the leased premises shall be and remain the property of the Lessee until the expiration of the lease term, or until this lease shall be sooner terminated as herein provided. Except as otherwise provided in this lease, upon such expiration or sooner termination of this lease, title to such Improvements shall automatically pass to, vest in, and belong to Authority, free of all liens and claims, without further action on the part of either party and without cost or charge to Authority. During the lease term or until the earlier termination of this lease as herein provided, Lessee alone shall be entitled to claim depreciation on the Improvements for all taxation purposes.

Lessee will have the right, prior to termination or expiration of this lease, to remove any furnishings, trade fixtures, equipment, and other improvements that have not assumed the nature of realty, provided that Lessee is not then in default hereunder and that Lessee's removal of same does not cause damage to the premises and remaining improvements, and that Lessee repairs any damage that is caused by such removal. Any property or improvements remaining after the termination or expiration of this lease will immediately become the property of the Authority unless otherwise agreed by the Authority in writing.

Section 5.9 Advertising and signs. Lessee may erect signs on or about the premises, provided, however, that Lessee's

installation or operation of signs on the Airport shall be subject to the prior written approval of the Authority at its sole 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.

ARTICLE 6

UTILITIES

Lessee must extend to the premises and install thereon, at its own expense, any required utilities not already in place. Lessee must pay for all gas, electric, telephone, cable TV, water, sewage, trash removal, and any other utilities consumed within the leased premises.

Lessee agrees not to disturb, damage, or interfere with, in any way, any existing utility easements, utility lines, or F.A.A. cables on the premises, and agrees not to pave over, or otherwise impair or impede the Authority's or F.A.A.'s access to any utilities or F.A.A. cables, except as may be approved in writing by the Authority.

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

ASSIGNMENTS, SUBLEASES, AND LEASEHOLD MORTGAGES

Section 7.1 Assignments. Except as otherwise provided in this Article 7, neither Lessee, nor Lessee's successors or assigns, shall assign, mortgage, pledge, or encumber this lease, in whole or in part, or permit the same or any portion thereof to be used or occupied by others, 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 or their authorized designee, which may be withheld upon any reasonable grounds. Lessee will provide Authority with a complete copy of any proposed assignment, mortgage, pledge, or encumbrance, prior to requesting Authority's consent. If the Authority withholds its consent to an assignment that a "leasehold mortgagee" (as defined in Section 7.3) proposes to make of this lease, the Authority will provide the reasons for such withholding of consent, or rejection of the proposed assignee, in writing.

Any change in more than 49% of the ownership or control of Lessee by transfer of capital stock or partnership interest or otherwise will be deemed an assignment for purposes of this section.

The consent by Authority to any assignment, mortgage, pledge, encumbrance, or transfer, shall not in any way be construed to relieve Lessee, or Lessee's successor or assign,

from obtaining the Authority's written consent, if required hereunder, to any further assignment, mortgage, pledge, encumbrance, transfer, or sublease. Lessee will remain liable for the 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 7.2 Subleases. Except as otherwise provided in this Article 7, neither Lessee, nor Lessee's successors or assigns, shall sublet all or any part of the leased premises, or permit the same 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 obtains written consent of the Authority's Board of Port Commissioners, which will not be unreasonably withheld. Prior to obtaining Authority's consent to a proposed sublease, Lessee will provide Authority with a complete copy of any proposed sublease and said sublease shall provide that:

- (1) it is subject and subordinate to the terms and conditions of the 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.

The consent by Authority to any sublease, shall not in any way be construed to relieve Lessee, or Lessee's successor or assign, from obtaining the Authority's written consent, if required hereunder, to any further assignment, mortgage, pledge, encumbrance, transfer, or sublease. Lessee will remain liable for the 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.

It is the intent of the Authority and Lessee, that Lessee will give parties which are, as of the date of this lease, tenants in the Authority's existing air freight building located on the north side of runway 06-24 (herein "Existing Tenants"), priority to sublease space within the new air freight building contemplated by this lease. Lessee agrees to make good faith efforts to work with such Existing Tenants to determine their needs and respective interest (if any) in subleasing space within the new air freight building before subleasing space to a new tenant in place of an Existing Tenant.

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) 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.
- (4) 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.
- (5) 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.
- (6) 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.
- (7) 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.

- (8) The Authority will, in writing by certified mail, give notice to the mortgagee of the occurrence of any default under the lease.
- (9) The Authority will, by certified mail, give the mortgagee at least fifteen (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.
- (10) 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.
- (11) The mortgage will not contain a future advance provision unless the proceeds of such future advances are used solely for construction of new or expanded buildings on the leased premises.
- (12) 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.
- (13) 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.
- (14) 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 and memorialized in writing.

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 mortgage" 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

SECURITY DEPOSIT/PERFORMANCE GUARANTY

Within ten (10) days of the Effective Date of this lease, Lessee will deliver to the Authority the amount of \$25,000.00, to be paid by certified check or cashier's check, as a security deposit for the full and faithful performance by Lessee of all terms, covenants, and conditions of this lease including but not

limited to the rentals, fees and charges to be paid, throughout the term of this lease; failure to do so will be a material breach and a default entitling Authority to terminate pursuant to Section 14.3.

If Lessee defaults on any duty under this lease, Authority may apply the security deposit to damages sustained. If Lessee faithfully performs the obligations of this lease and timely vacates the premises and removes its equipment upon expiration, Authority will repay the security deposit, without interest, within forty-five (45) days after such expiration and Lessee's timely vacation of the premises and removal.

At Authority's sole discretion, and in lieu of a cash security deposit, Lessee may deliver to Authority, within the time required above, an irrevocable letter of credit, in the amount stated above, to serve as security for the full and faithful performance by Lessee of all terms, covenants, and conditions of this lease including, but not limited to, the rentals, fees and charges to be paid, throughout the term of this lease. The letter of credit shall permit partial drawings and 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. If the letter of credit is not to be renewed, Lessee shall deliver a replacement letter of credit to the Authority at least thirty (30) days before expiration of the current letter of credit. If the letter of credit is drawn

upon, Lessee shall replenish or replace the same so as to always maintain the full amount required under this Article available for Authority's protection.

The letter of credit shall be issued by a commercial bank acceptable to Authority that is chartered under the laws of the United States, any state thereof or the District of Columbia and which is insured by the Federal Deposit Insurance Corporation. If at any time the financial condition of such issuer changes in any materially adverse way, as determined by Authority in its sole discretion, then Lessee shall within five (5) days of written notice from Authority, deliver to Authority a replacement letter of credit which otherwise meets the requirements of this lease and Lessee's failure to do so shall, notwithstanding anything in this lease to the contrary, constitute an Event of Default for which there shall be no notice or grace or cure periods being applicable thereto other than the aforesaid five (5) day period. Among other things, Authority shall have the right under such circumstances to immediately, and without further notice to Lessee, present a draw under the letter of credit for payment and to hold the proceeds thereof.

In the event the issuer of a letter of credit held by Authority is insolvent or is placed into receivership or conservatorship by the Federal Deposit Insurance Corporation, or any successor or similar entity, or if a trustee, receiver, or liquidator is appointed for the issuer, then, effective as of the

date of such occurrence, said letter of credit shall be deemed to not meet the requirements of this Section, and Lessee shall within five (5) days of written notice from Authority, deliver to Authority a replacement letter of credit which otherwise meets the requirements of this lease and Lessee's failure to do so shall, notwithstanding anything in this lease to the contrary, constitute an Event of Default for which there shall be no notice or grace or cure periods being applicable thereto other than the aforesaid five (5) day period; or alternatively Lessee shall, within such five (5) day period deliver cash or certified check or cashier's check to Authority in the amount required above.

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 and open the facility for business, as promptly as possible. Once the facility is open for business, Lessee will continuously operate the business, carry on the business in good faith, maintain and operate the "Minimum Required Improvements" set forth in Section 5.2 above, and use its best efforts to maximize gross revenue.

Section 9.2 Premises. Lessee's premises will be maintained in a first class manner with regard to safety and cleanliness and 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 use any hazardous materials in accordance with all applicable laws.

Section 9.3 Cleanliness. Lessee shall keep the premises clean and shall dispose of all debris and other waste matter which may accumulate, and shall provide metal containers, with proper covers, for waste within the building or buildings to be erected on the premises.

ARTICLE 10

RIGHT OF ENTRY

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

- (1) view and inspect the premises, or make repairs any time during Lessee's regular business hours;
- (2) view and inspect the premises or make repairs at any time in case of emergency; and
- (3) perform any and all things which Lessee is obligated to do and has failed to do after fifteen (15) 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, or as may be further amended, renumbered, or replaced), and all other statutes, ordinances, orders, directives, rules, and regulations, of the federal, state, and local governments, including the Authority and the Federal Aviation Administration ("FAA"), which may be applicable to its operations at the Airport.

ARTICLE 12

RELEASE, INDEMNIFY, AND HOLD HARMLESS

Lessee agrees to release the Authority and Lee County (and their respective Commissioners, officers, agents, and employees) from any and all claims, demands, damages, actions, causes of action, and suits, whether at law or in equity, of any nature whatsoever, for any injury or loss of any nature whatsoever to any person or property in connection with Lessee's use of the leased premises or the Airport (whether caused by negligent acts of the Authority or Lee County, or their agents or servants, or otherwise).

To the extent permitted by law, Lessee agrees to indemnify, defend, and hold harmless, the Authority and Lee County (and their respective Commissioners, officers, and employees) from any and all liabilities, injuries, damages, losses and costs, of any nature whatsoever (including but not limited to, reasonable attorney's fees, and any and all fines or penalties imposed by any governmental agency as a result of the failure of Lessee or

its contractors or employees to abide by or comply with any statute, ordinance, rule, regulation, or other requirement) to any person or property in connection with Lessee's use or improvement of the leased premises or the Airport, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Lessee, Lessee's contractors or subcontractors, or persons directly or indirectly employed or utilized by Lessee in the performance of this Lease.

ARTICLE 13

INSURANCE

Section 13.1 Insurance during term of lease. Lessee must procure and maintain during the lease term at its own expense, for the protection of the Authority and Lessee, in form satisfactory to Authority, from one or more insurers qualified to do business in Florida:

- (1) Commercial general liability insurance, including premises, operations, airside automobile, and contractual liability, with a minimum combined single limit of \$10,000,000.00, and products-completed operations, with a minimum limit of \$10 million aggregate.
- (2) Business automobile liability insurance, covering all owned, leased, hired, and non-owned vehicles, with a minimum combined single limit of \$5,000,000.00.
- (3) 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 any party from being a co-insurer on any part of the risk, but the amount must be not less than the full replacement value.

- (4) Workers' compensation insurance, in the amounts required by Florida law.
- (5) Employer's liability insurance, with a limit of at least \$1,000,000.00.
- (6) Pollution Legal Liability Insurance, with limits of at least \$2,000,000.00 per occurrence, and \$4,000,000.00 annual aggregate, with an extended recovery period of at least two (2) years beyond the last day of the term of this lease, and including coverage for:
 - (a) third-party claims for on and off-site bodily injury and property damage; and
 - (b) claims resulting in bodily injury property damage or cleanup costs;

Section 13.2 Contractor's insurance. In addition to the insurance required above, prior to commencement of any construction work on the premises, Lessee must, at its own expense, procure and maintain, or, if applicable, require its general contractor or contractors to procure and maintain, for the protection of the Authority and Lessee, in form satisfactory to Authority, from one or more insurers qualified to do business in Florida:

- (1) Commercial general liability insurance, including premises, operations, airside automobile, products-completed operations, and contractual liability, with minimum limits of \$2 million per occurrence and \$4 million aggregate.
- (2) Workers' compensation insurance, in the amounts required by Florida law.
- (3) Inland Marine Builder's Risk Insurance, written on an all-risk, replacement cost, and completed value form basis, in an amount equal to at least 100% of the contract price of the work.

- (4) Contractor's Pollution Legal Liability Insurance, including Errors & Omissions, and providing complete professional service coverage, including coverage for pollution liability that is the result of a breach of professional duties, for losses caused by pollution conditions that arise from the operations of the contractor, with limits of at least \$2,000,000 per occurrence, and \$4,000,000 annual aggregate, with an extended recovery period of at least two (2) years beyond the last day of the term of this lease, and including coverage for:
- (A) third-party claims for on and off-site bodily injury and property damage; and
 - (B) claims resulting in bodily injury property damage or cleanup costs;
- (5) Contractor's Professional Errors & Omissions Liability Insurance, with limits of at least \$1,000,000 per occurrence, and \$2,000,000 annual aggregate.

Section 13.3 General insurance requirements. The Authority must be named as additional insured in all insurance policies required by this lease, to the full limits of the policy, even if those limits are in excess of the limits required by this lease. Lessee's and Lessee's contractors' insurance policies will be primary and non-contributory and include a waiver of subrogation in favor of the Authority. The original or a certified copy of all required policies, plus certificates evidencing the existence thereof, shall be delivered to 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. Certificates of all policies evidencing the insurance required, including renewal policies, must be delivered to Authority. Each such policy or

certificate shall contain a valid provision or endorsement that "This policy will not be canceled or materially changed or altered without first giving advance written notice to the Authority."

Maintenance of the above required insurance is a material element of this lease; Lessee's failure to obtain and maintain or renew such coverage, or cause such coverage to be obtained, maintained, or renewed, or to provide evidence of same, will be considered a material breach of this lease.

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 becomes a corporation in dissolution for a period exceeding six (6) months; or
- (4) Lessee abandons, deserts, vacates or discontinues its operation of the business herein authorized without prior written consent of Authority.

Section 14.2 No waiver. No default will be deemed waived by Authority, whether or not Authority has knowledge of the default or accepts rent or other payments, unless the waiver is expressed in writing and signed by the Authority.

Section 14.3 Authority's remedies. In addition to all other remedies provided herein or at law, Authority will have the cumulative rights to terminate this lease, and to accelerate the maturity of all rent due and to become due during the remainder of the term, by giving at least thirty (30) days written notice to Lessee, if Lessee is in default of this lease as set forth in Section 14.1 above, and such default is not cured to the Authority's reasonable satisfaction:

- (A) within thirty (30) days after the Authority gives Lessee written notice of the default, or,
- (B) if any such default (other than the payment of rent or money) is not curable within thirty (30) days, Lessee fails to demonstrate to the Authority within said thirty (30) day period that it has commenced curing the default, or, once started, Lessee fails to diligently pursue the cure of such default to completion.

ARTICLE 15

CASUALTY AND CONDEMNATION

Section 15.1 Notice to Authority. If the premises or any improvement thereon, such as the air freight building, 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 not near end of extended term, or minor damage. If any structure or building is damaged and:

- (A) such damage 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 such damage occurs within the initial term (as set forth in Section 2.1 above) or, if Lessee has exercised its option to extend the term (as set forth in Section 2.2 above), within the optional extended term, but not more than 3 years prior to the expiration date of such extended term; or
- (B) the structure or building is less than ten percent (10%) damaged, as determined by an "Independent Architect" as defined below;

then 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, and in accordance with the procedures set forth above for Lessee's initial construction (not limited to the Authority's review and approval of plans), and all insurance proceeds shall be payable to the Leasehold Mortgagee, if any, to be held and applied to payment of the cost of restoration and repair of the leased premises and the improvements thereon. If there is no Leasehold Mortgagee, the insurance proceeds shall be applied to the restoration and repair cost directly by the 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 the cost of construction and repair, and who is selected by agreement between Authority and Lessee, or, if 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 of the two 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.

In the event of casualty, for which insurance proceeds are available and are less than ten (10) percent of the coverage limits of the insurance, such proceeds shall be paid by the insurer to Lessee to be used for and applied to the cost of restoration and repair of the damaged Improvements. In the event of casualty for which insurance proceeds are available and are ten (10) percent or more of the coverage limits of the insurance, such proceeds paid by the insurer will be deposited with an "Insurance Trustee" to be used for restoration and repair of the damaged Improvements and disbursed based on monthly requisitions as restoration and repair proceeds to completion. The insurance trustee shall be a banking institution having a bank branch in Lee County and selected by mutual agreement among Authority, Lessee and Leasehold Mortgagee. If the proceeds are insufficient to pay the cost of restoration and repair, Lessee must pay the shortfall. If the proceeds exceed the cost of restoration and repair, 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; and the remainder, if any, will be paid to Lessee.

Section 15.3 Major damage due to uninsurable cause or near end of lease term. If any structure or building is damaged and:

- (A) such damage 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, if Lessee has exercised its option to extend the term (as set forth in Section 2.2 above); and
- (B) the structure or building is more than ten percent (10%) damaged, 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 exercises this option to terminate, then, after applying the insurance proceeds to the full payment of the leasehold mortgage, the excess thereof shall be split equally between Lessee and Authority, provided that at the written request of the Authority, given not later than ninety (90) days after Lessee's notice of its election to terminate, Lessee shall be responsible for the prompt demolition of, and removal from the premises, any existing improvements specified by Authority that are damaged and remaining after such damage or destruction.

If Lessee does not so exercise this option to terminate,

then Lessee shall, at its own cost and expense, promptly repair, replace, and rebuild the damaged structures or buildings, at least to the extent of the value, and as nearly as practicable to the character, of the premises and the Minimum Required Improvements set forth in Section 5.2 existing immediately prior to the occurrence of such damage, and in accordance with the procedures set forth above for Lessee's initial construction (not limited to the Authority's review and approval of plans), and all insurance proceeds shall be handled and disbursed as provided in Section 15.2 above.

Section 15.4 Abatement of rents and other payments. If Lessee's business is stopped due to casualty to the Improvements, 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 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.

Section 15.5 Condemnation; permanent taking.

(A) If at any time during the term of this lease or any extension thereof, the entire leased premises, or such a

substantial portion thereof as would render the balance thereof not suitable for the use to which the leased premises was being utilized immediately prior thereto by the Lessee, as determined by Lessee in its sole but reasonable discretion, shall be taken or appropriated in the exercise of eminent domain by any competent authority for public or quasi-public use, this lease may be terminated at Lessee's written election, effective upon the date that title to the leased premises vests in the condemning authority, at which time all rights and obligations between the parties shall cease. Rents and other charges shall be prorated to the date of termination. The taking of any portion of the Improvements which:

- (i) prohibits the legal occupancy of the leased premises for the conduct of Lessee's business; or
- (ii) results in the loss of the rights of ingress and egress to the leased premises, as established (unless comparable access and facilities can be made available);

shall be considered such a substantial taking as would render the use of the leased premises not suitable for Lessee's use.

(B) In the event of a taking (or purchase in lieu thereof) resulting in the termination of this lease pursuant to the provisions of paragraph (A) of this Section, there shall be paid from any award or settlement (but excluding the amount awarded or paid to the Authority or Lee County for the value of the land without Improvements) first to the holder of any Leasehold Mortgage (securing the debt or other obligations incurred by

Lessee in connection with the construction, operation, repair, replacement and improvements to and business operated at the leased premises and of the Improvements), the unpaid balance of said Leasehold Mortgage, together with any interest thereon accrued to the date of such payment. Lessee will be entitled to participate in any award or settlement resulting from the taking to the extent of:

- (i) Lessee's interest in the leased premises determined without regard to the termination of this lease by the taking or any unexercised options to extend the term;
- (ii) business damages and relocation costs; and
- (iii) the unamortized value of the leasehold improvements;

but only to the extent such amounts exceed the entitlement, as defined above, of the holders of any Leasehold Mortgages. This lease will terminate on the date title to the leased premises vests in the taking authority. Rent will be prorated to the date of termination.

Section 15.6 Condemnation; use of proceeds by Lessee. In the event of a partial taking (or purchase in lieu thereof), not resulting in the termination of this lease pursuant to the provisions of paragraph (A) of Section 15.5 above, then if Lessee elects to make repairs to any Improvement(s) on the leased premises affected by such taking (or purchase in lieu thereof) to the extent necessary to restore the same to complete architectural units (to the extent feasible, taking into account the amount of land remaining after such taking or purchase), all

compensation available or paid to Authority and Lessee (but excluding the amount awarded or paid to the Authority or Lee County for the value of the land without Improvements) upon such partial taking (or purchase) shall be paid to Lessee for the purpose of paying towards the cost of such restoration.

Section 15.7 Condemnation; temporary taking. If less than the whole of the leased premises or less than such portion thereof as would render the use of the leased premises not suitable for Lessee's purposes as aforesaid is taken for a period of less than one (1) year, Lessee shall be entitled to a reduction of rental by a fraction, the numerator of which shall be the number of square feet of the Improvements taken or condemned and the denominator of which shall be the square footage of the leased premises, upon such date as possession is surrendered to the taking authority and continuing until possession is restored to the Lessee.

Section 15.8 Condemnation; use of proceeds by Leasehold Mortgagee. All condemnation proceeds (but excluding the amount awarded or paid to the Authority or Lee County for the value of the land without Improvements) payable as a result of a partial taking of any portion of the leased premises which does not result in a termination of the lease, shall be payable to the Leasehold Mortgagee to be held by the Leasehold Mortgagee and applied to payment of the cost of restoration and repair of the leased premises and the Improvements thereon.

Section 15.9 Definition of "taking". The term "taking" includes any taking by a governmental body or quasi-governmental body, or by a public or private utility authorized by law to exercise the power of eminent domain, and includes a voluntary sale to such body or entity as an alternative to taking.

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 which are now or may hereafter be levied upon the premises, or upon Lessee, or upon the business conducted on the premises, or upon any of Lessee's property used in connection therewith.

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. Lessee will release the Authority from, and Authority will not be liable for, any damages, including but not limited to general, special, or consequential damages (such as delays, loss of customers, or business interruption), related to the environmental condition of the leased premises, including any Releases made prior to the commencement of the term of this lease.

Section 17.2 Definitions. For purposes of this lease:

"Environmental Law" shall include any and all federal, state, county, municipal, local or other 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, including

the Comprehensive Environmental Response and Liability Act of 1980, as amended ("CERCLA"), the Resource Conservation and Recovery Act, as amended ("RCRA"), the Federal Water Pollution Control Act, as amended, and the Clean Water Act, as amended.

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

"Hazardous Substance" shall mean and refer to asbestos, urea formaldehyde, mold, radon, lead paint, polychlorinated biphenyls, nuclear fuel or materials, explosives, known carcinogens, petroleum products and byproducts (including crude oil or any fraction thereof), and any pollutant, contaminant, chemical, material, substance or waste, defined as hazardous, toxic or dangerous or as a pollutant or contaminant in, or the use, manufacture, generation, storage, treatment, transportation, release or disposal of which is regulated by, any Environmental Law.

"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

Section 18.1 Definitions. For purposes of this Article, the following definitions apply:

"Storm water" - Storm water runoff and surface water runoff and drainage.

"Significant materials" - Includes, but is not limited to -- raw materials; fuels; materials such as solvents, detergents, and plastic pellets; finished materials such as metallic products, raw materials used in food processing or production; hazardous substances designated under Section 181(14) of the CERCLA; any chemical the facility is required to report pursuant to Section 313 of Title III of SARA; fertilizers; pesticides; and waste products such as ashes, slag, and sludge that have a potential to be released with storm water discharges. (See 40 CFR 122.26(b)(12).)

"Best Management Practices (BMP)" - Practices employed to prevent or reduce source water pollution, such as the construction of runoff-retention basins and replanting eroding surfaces.

Section 18.2 Acknowledgments.

(A) Notwithstanding any other provisions of this Lease, Lessee acknowledges that the Airport is subject to federal storm water regulations, 40 CFR Part 122, and, if applicable, state storm water regulations, Chapter 373, Part IV, Florida Statutes. Lessee further acknowledges that it is familiar with these storm water regulations; and that it is aware that there are significant penalties for submitting false information, including fines and imprisonment for knowing violations of those regulations.

(B) Authority has taken steps necessary to apply for or obtain a storm water discharge permit as required by the applicable regulations for the Airport, including the Leased

Premises. Lessee acknowledges that the storm water discharge permit issued to the Airport may name the Lessee as a co-permittee.

(C) Notwithstanding any other provision or terms of this lease, including the Lessee's right to quiet enjoyment, Authority and Lessee acknowledge that close cooperation is necessary to ensure compliance with any storm water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. Lessee acknowledges that, as discussed more fully below, it may have to undertake to minimize the exposure of storm water to "significant materials" generated, stored, handled, or otherwise used by the Lessee, as defined in the federal storm water regulations, by implementing and maintaining "Best Management Practices."

(D) Lessee acknowledges that the Airport's storm water discharge permit (NPDES Permit Number FLR05A513, or its successor) is incorporated by reference into this Lease.

Section 18.3 Permit compliance.

(A) Authority will provide Lessee with written notice of the storm water discharge permit requirements in the Airport's storm water permit that Lessee will be obligated to perform from time to time, including, but not limited to: certification of non-storm water discharges; collection of storm water samples; preparation of storm water pollution prevention or similar plans; implementation of good housekeeping measures or Best Management

Practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. Lessee, within seven (7) days of receipt of such written notice, shall notify Authority in writing if it disputes any of the storm water discharge permit requirements it is being directed to undertake. If Lessee does not provide such timely notice, it is deemed to assent to undertake such requirements. If Lessee provides Authority with timely written notice that it disputes such storm water discharge permit requirements, Authority and Lessee agree to negotiate a prompt resolution of their differences. Lessee warrants that it will not object to written notice from the Authority for purposes of delay or avoiding compliance.

(B) Lessee agrees to undertake, at its sole expense unless otherwise agreed to in writing between Authority and Lessee, those storm water discharge permit requirements for which it has received written notice. Lessee warrants that it shall meet any and all deadlines, that are either imposed on it without objection, or agreed to by the parties. Lessee acknowledges that time is of the essence.

(C) Authority agrees to provide Lessee, at its request, with any non-privileged information collected and submitted to any governmental entity pursuant to applicable storm water regulations.

(D) Lessee agrees that the terms and conditions of the Authority's storm water discharge permit may change from time to

time and hereby appoints Authority as its agent to negotiate any such permit modifications with the appropriate governmental entity.

(E) Authority will give Lessee written notice of any breach by Lessee of the Authority's storm water discharge permit or the provisions of this section. Such a breach is material, and, if of a continuing nature, Authority may terminate this lease pursuant to the terms of the lease. Lessee agrees to cure promptly any breach. Lessee acknowledges that the Airport's storm water discharge permit is incorporated by reference into this lease. Lessee covenants that its use of the premises will not cause any violation of said permit.

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.

ARTICLE 20

BROKERAGE COMMISSIONS

Authority and Lessee each represents and warrants to the other that it has not authorized or employed, or acted by implication to authorize or employ, any real estate broker or

salesman to act for it in connection with this lease.

ARTICLE 21

CIVIL RIGHTS AND TITLE VI

Section 21.1 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 21.2 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:

1. 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.

2. 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.
3. 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.
4. 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.
5. 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.

6. 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 21.3 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 21.4 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 21.5 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 22

FAA CLAUSES

Section 22.1 ***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 lease 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 lease as may be reasonably required.

Section 22.2 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 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 and 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 and 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 22.3 Subordination. This lease 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 22.4 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 similar privileges to another lessee or other lessees on other parts of the Airport.

Section 22.5 Nondiscrimination. Lessee will provide its services on a fair, equal, reasonable, and not unjustly discriminatory, basis to all users of the Airport. Lessee will charge fair, reasonable, and not unjustly discriminatory, prices for each unit or service, provided that Lessee will be allowed to make reasonable and nondiscriminatory discounts, rebates, or other types of price reductions to volume purchasers. Lessee will operate its business so as to not cause any violation of the grant assurances the Authority has made to the Federal government

in consideration for Federal grant assistance.

ARTICLE 23

QUIET ENJOYMENT

Lessee, upon paying the rent and observing and keeping all covenants, warranties, agreements and conditions of this lease on Lessee's part to be kept, shall quietly have, hold and enjoy the leased premises during the term, without any interruption or disturbance from the Authority, or anyone claiming by, through or under the Authority. This covenant shall be construed as running with the land to and against subsequent owners and successors in interest, and is not, nor shall it operate or be construed as a personal covenant of the Authority.

ARTICLE 24

AIRPORT SECURITY REQUIREMENTS

Lessee 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. Lessee may need access to these secure areas to complete the work required by this lease. Lessee 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 Lessee, its agents, employees, subcontractors, or invitees.

Lessee 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 lease, or upon the resignation or dismissal of, or conclusion of any work justifying airport security access to, any agent, employee, subcontractor, or invitee of the Lessee, Lessee shall surrender any Airport Security Identification Badge held by the Lessee or by such agent, employee, subcontractor, or invitee. If Lessee has failed to surrender any such badge to the Authority within five (5) days, the Lessee will be assessed, and pay, a fee for each badge not returned, at the then-current amount set by the Authority for lost badge fees (such fee is currently \$100.00 per lost badge).

ARTICLE 25

PUBLIC RECORDS

Lessee is required to comply with the public records laws, including the requirements of Section 119.0701, Florida Statutes

(2013), and agrees, to the extent Lessee is acting on behalf of the Authority, to:

- (1) keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to carry out its public functions;
- (2) provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the costs 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 Lessee upon termination of this Lease 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 LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE LEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-590-4504, 11000 TERMINAL ACCESS ROAD, SUITE 8671, FORT MYERS, FLORIDA 33913,
publicrecords@flylcpa.com;
<https://www.flylcpa.com/publicrecords>**

Lessee 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 - Lessee 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 state or any of its political subdivisions, and information relating to the security systems for any privately-owned or leased property with is in the 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.

Lessee 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 Lessee'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 Lessee hereunder, Lessee shall require all of its employees, agents, and subcontractors to comply with the provisions of this Article.

Lessee further agrees to retain and transfer to Authority, at no cost, all public records in its possession on conclusion of the services provided under this lease or termination of this lease. Lessee further agrees to 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 Authority in a format that is compatible with the information technology systems of the Authority. Lessee's failure to comply with any valid public records request shall be considered a breach of this lease.

ARTICLE 26

GENERAL PROVISIONS

Section 26.1 **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, Airborne Express, 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:

[insert Lessee's address for notices]

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 26.2 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 26.3 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 26.4 Time. Time is of the essence in the performance of this agreement.

Section 26.5 Governing law and venue. This lease 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. In the event of a dispute between the parties, suit will be brought only in the federal or state courts of Florida, and venue shall be in Lee County, Florida.

Section 26.6 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 lease or Lessee's use or occupation of

the premises.

Section 26.7 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.

Section 26.8 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 26.9 Administration of lease. Whenever Lessee is required or permitted to obtain the approval of, consult with, give notice to, receive notice from, or otherwise deal with Authority, then, unless specifically provided to the contrary above, 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 26.10 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 26.11 **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 26.12 **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.

ARTICLE 27

MISCELLANEOUS

Section 27.1 **Entire agreement.** This lease sets out the entire agreement between the parties for the described premises. There are no implied covenants or warranties. No agreement to modify this lease will be effective unless in writing and executed by both parties.

Section 27.2 **Recording.** At the time of the execution of

this lease, the parties consent and agree that it or a memorandum thereof or short form lease may be recorded by Lessee at Lessee's expense in the Lee County Land Records.

Section 27.3 **Modification.** This lease shall not be changed orally, but only by an agreement in writing executed by all parties hereto, with the same formality as the original lease.

Section 27.4 **Estoppel letters.** Each party agrees, at any time and from time to time, upon not less than thirty (30) days prior written request by the other party, to execute, acknowledge, and deliver to the requesting party a statement in writing, certifying (a) that this lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); (b) the dates to which the rent and other charges have been paid in advance, if any; (c) whether there exists any known uncured default on the part of the requesting party, and if so, specifying the same with reasonable particularity; (d) expressing the commencement and termination dates of this lease; and (e) any other matters that may reasonably be requested; it being intended that any such statement delivered pursuant to this Section may be relied upon by prospective purchasers of the requesting party's interest or mortgagees of the requesting party's interest or assignees of any mortgage upon the requesting party's interest in the leased premises.

Section 27.5 **Releases.** In the event of any permitted transfer of Lessee's interest in this lease, the Lessee (and in the case of any subsequent permitted transfers or conveyances, such

subsequent grantor) shall be automatically relieved, from and after the date of such transfer or conveyance, of all liability accruing after such permitted transfer with respect to the performance of any covenant, condition, and agreement on the part of Lessee contained in this lease, it being intended hereby that the covenants, conditions, and agreements contained in this lease on the part of the Lessee shall, subject to the aforesaid, be binding on Lessee, its successors, and assigns, only during their respective periods of ownership of the leasehold estate. Notwithstanding the foregoing, Lessee and any subsequent grantor of the leasehold estate will remain liable, even after assignment transfer, or conveyance, for any rent payments or other liabilities which accrued during its tenancy and remain undischarged.

Section 27.6 **Successors and assigns.** Each and every provision in this lease shall bind and shall inure to the benefit of the parties hereto, their legal representatives, successors, and assigns.

Section 27.7 **Duties.** Any provision of this lease which permits or requires a party to take any particular action shall be deemed to permit or require as the case may be, the party to cause such action to be taken.

Section 27.8 **Delegation.** The delegation of a duty of a party shall not excuse a party from the primary obligation to perform such duty.

Section 27.9 **Costs.** Unless otherwise provided, each party shall perform its obligations at its own expense.

Section 27.10 Construction. Words denoting one gender include the other gender, the singular includes the plural, the plural includes the singular.

Section 27.11 Authority to sign. Each party hereby severally represents that it has been duly authorized to execute, deliver, and perform this lease through its members, officers, manager, or agents signing on its behalf and affixing any appropriate seal thereto.

Section 27.12 Force majeure. In the event that Authority or Lessee shall be delayed or hindered in or prevented from the performance of any act required hereunder, except for the payment by Lessee of Rent or any other amounts due to Authority, by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, national emergency, acts of God, weather, or other reasons of like nature, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided however, that nothing herein shall be construed to extend the term of this lease.

Section 27.13 Notice regarding public entity crimes.
Section 287.133(3)(a) F.S. (1995) may require the Authority to notify Lessee 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:

- (1) Contracting to provide goods or services to a public entity.
- (2) Submitting a bid on a contract for construction or repair of a public building or public work.
- (3) Submitting bids on leases of real property to a public entity.
- (4) 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.

Section 27.14 **No third party beneficiaries.** Nothing contained herein shall create any relationship, contractual or otherwise with, or any rights in favor of, any third party.

Section 27.15 **Termination under Section 287.135, F.S.**

Notwithstanding any provision of this lease to the contrary, Authority will have the option to terminate this lease, in the exercise of its sole discretion, if Lessee is found to have submitted a false certification under Section 287.135 (5), F.S. (2016), or has been placed on either the Scrutinized Companies with Activities in Sudan List; the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is engaged in business operations in Syria or has engaged in "Boycott Isreal" activities as defined in Section 215.4725(1) (a) F.S.

(2016), that result in Lessee being added to the Scrutinized Companies that Boycott Israel List, as described in Section 287.135 F.S. (2016).

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

[INSERT NAME OF LESSEE]

(Lessee)

WITNESSED:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

By: _____

Date: _____

Print Name: _____

LEE COUNTY PORT AUTHORITY

ATTEST:

LINDA DOGGETT, CLERK

By: _____
Chairman or Vice Chairman,
Lee County Port Authority
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

[to be inserted based on proposed parcel]

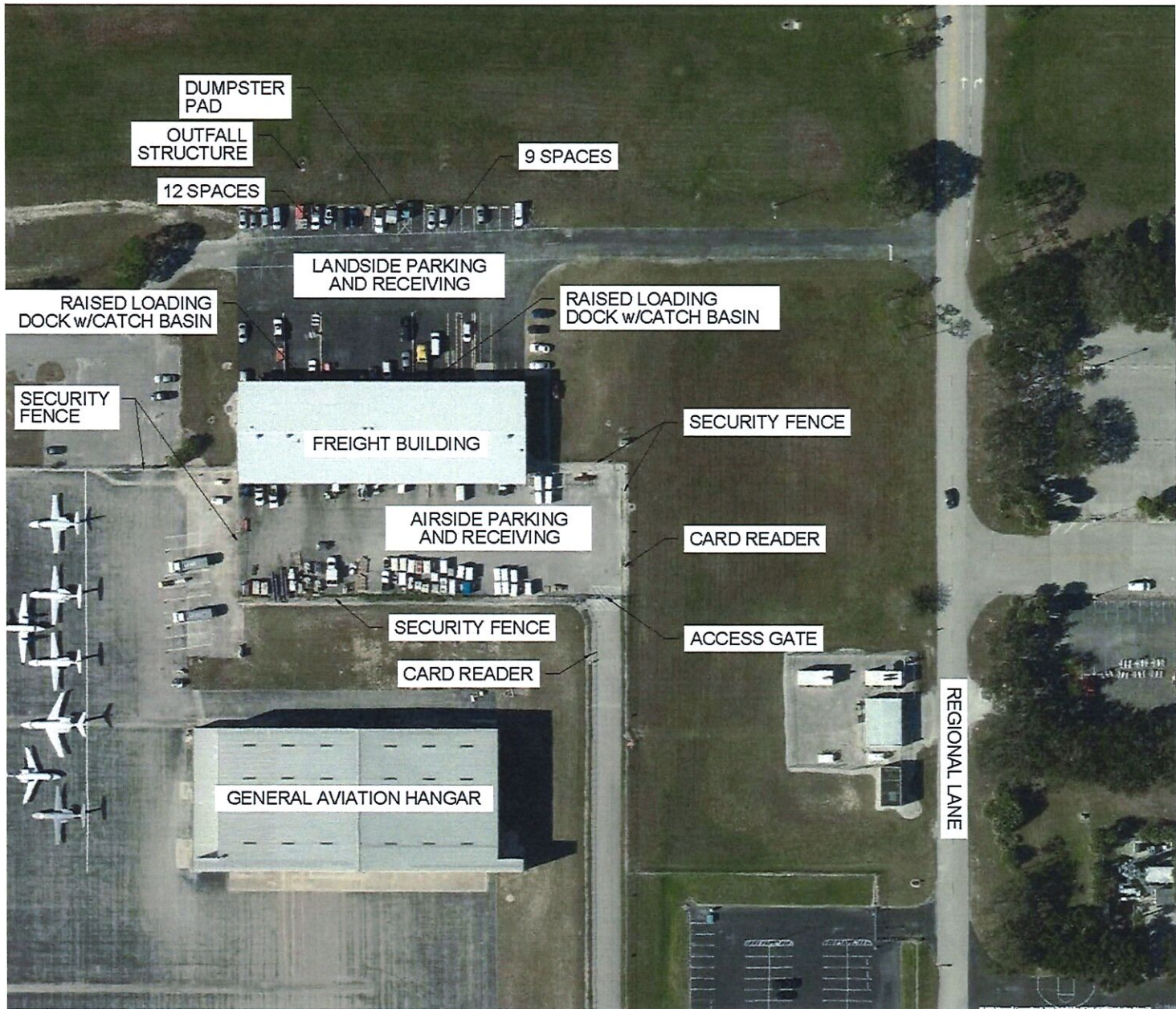


Exhibit B1
Existing Air Freight Building Site Map



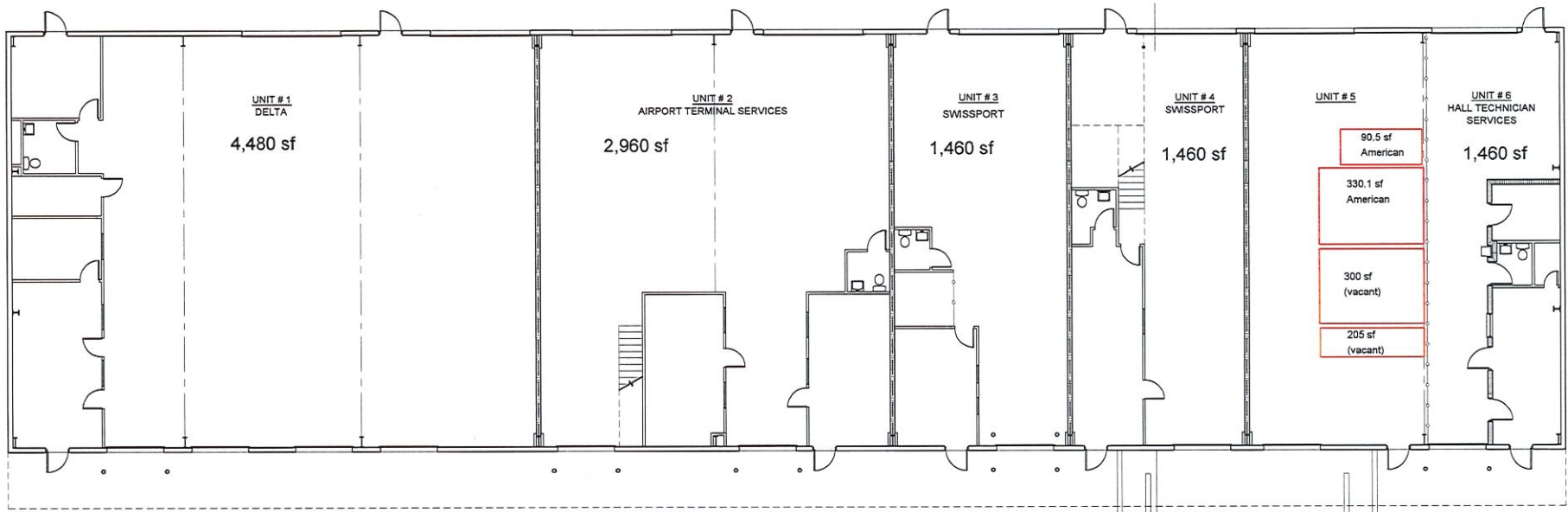


Exhibit B2
Existing Air Freight Building Floorplan



Map Created: 8/25/2020

Exhibit C1 RSW Monthly Total Passenger Traffic



SOUTHWEST FLORIDA INTERNATIONAL AIRPORT (RSW) TOTAL PASSENGERS

Source: Lee County Port Authority Department of Communications and Marketing

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
1983					49,549	73,462	72,491	67,966	52,045	69,837	92,880	115,955	594,185
1984	119,003	145,264	194,287	162,774	95,239	74,839	69,056	75,638	59,129	78,312	110,087	128,309	1,311,937
1985	141,374	178,502	252,168	209,759	132,641	105,550	105,729	104,585	76,252	99,949	121,252	174,208	1,701,969
1986	190,848	217,399	291,152	233,442	153,850	129,823	139,460	146,677	109,977	138,004	172,869	206,047	2,129,548
1987	227,394	283,523	367,799	311,189	217,286	166,567	171,679	166,045	131,943	171,489	222,977	249,162	2,687,053
1988	277,516	344,286	423,866	355,450	229,545	192,604	184,775	185,683	150,429	214,449	268,579	287,942	3,115,124
1989	321,471	366,349	424,953	346,751	226,827	196,417	194,298	194,431	160,363	223,199	273,635	302,398	3,231,092
1990	352,907	404,012	501,920	433,853	291,345	234,406	226,405	237,382	176,062	240,400	310,104	325,271	3,734,067
1991	385,045	407,226	469,963	381,791	242,127	199,281	191,704	193,292	153,405	214,520	269,347	328,819	3,436,520
1992	340,820	385,415	452,125	353,761	241,220	221,217	233,395	223,537	181,768	221,033	284,867	333,503	3,472,661
1993	358,666	409,624	490,243	440,155	275,765	216,392	213,790	216,174	178,005	252,570	313,200	353,174	3,717,758
1994	386,371	432,144	563,626	455,235	291,418	232,057	232,079	234,627	201,421	260,543	338,805	376,741	4,005,067
1995	422,443	447,864	564,559	478,355	292,074	242,179	235,412	230,176	187,256	263,465	343,441	391,040	4,098,264
1996	424,428	503,291	600,771	497,808	321,816	262,798	252,172	246,512	193,200	272,850	336,544	405,157	4,317,347
1997	434,198	489,485	615,288	487,060	343,538	276,806	280,088	270,287	214,043	296,371	356,838	413,863	4,477,865
1998	460,928	512,930	615,067	536,563	338,403	287,839	288,981	273,395	212,505	319,621	387,319	433,656	4,667,207
1999	483,370	529,469	660,327	542,397	362,220	309,563	311,150	290,900	242,774	340,743	392,063	432,277	4,897,253
2000	466,953	551,168	670,815	572,411	392,469	337,616	338,233	315,998	261,012	374,093	449,628	476,816	5,207,212
2001	536,399	589,055	731,399	609,040	421,257	356,206	370,961	350,746	197,561	301,597	389,004	424,483	5,277,708
2002	478,012	559,180	705,181	553,196	389,791	332,341	327,939	309,889	246,869	349,719	430,742	502,789	5,185,648
2003	539,964	600,437	785,510	656,647	443,185	367,535	387,974	357,919	283,411	416,949	504,838	547,299	5,891,668
2004	591,333	710,426	861,842	726,340	502,700	443,125	462,743	407,670	319,237	481,945	585,828	643,441	6,736,630
2005	674,915	775,010	1,017,790	816,158	591,146	509,431	509,659	446,244	368,015	479,131	656,638	674,032	7,518,169
2006	725,195	774,929	997,869	847,758	574,963	505,252	502,598	446,415	368,245	513,426	660,658	725,909	7,643,217
2007	783,207	841,727	1,081,425	924,919	603,870	525,258	535,264	488,539	387,452	537,606	651,495	688,914	8,049,676
2008	762,316	845,741	1,030,151	834,689	576,143	488,266	502,932	448,667	328,278	492,258	603,366	691,038	7,603,845
2009	732,851	809,990	985,267	849,815	524,520	461,295	492,063	454,927	359,743	470,931	598,478	676,078	7,415,958
2010	731,739	755,095	996,685	813,329	552,105	476,625	490,227	444,714	374,590	532,025	652,783	694,399	7,514,316
2011	726,322	790,124	1,073,918	907,832	587,633	473,332	457,194	420,105	351,881	469,145	612,470	667,789	7,537,745
2012	704,427	781,849	1,024,221	790,322	531,946	454,044	464,896	421,211	354,640	484,768	658,629	679,672	7,350,625
2013	755,232	827,147	1,115,937	815,978	576,713	473,208	467,946	414,303	338,175	478,376	639,047	735,739	7,637,801
2014	778,163	862,899	1,147,059	865,554	591,116	478,692	496,472	446,402	366,038	503,243	669,567	765,288	7,970,493
2015	854,953	906,039	1,181,382	902,669	602,891	481,512	492,114	454,360	404,045	535,921	720,556	835,359	8,371,801
2016	918,929	989,845	1,269,961	900,594	606,833	492,413	484,074	431,729	391,844	550,316	727,634	840,501	8,604,673
2017	892,905	946,079	1,252,124	1,032,783	629,321	528,383	530,428	481,185	327,466	581,317	767,064	873,494	8,842,549
2018	965,981	1,053,817	1,379,728	939,957	668,665	546,159	561,039	501,023	418,256	569,553	810,283	958,717	9,373,178
2019	1,050,093	1,117,409	1,482,239	1,111,558	725,754	586,319	570,977	526,519	460,869	638,922	876,703	1,077,818	10,225,180
2020	1,132,103	1,241,590	861,221	53,379	143,004	237,706	256,418						3,925,421

Commercial air carrier operations moved from Page Field to Southwest Florida Regional Airport on May 14, 1983.

On May 14, 1993, the airport became Southwest Florida International Airport.

On Sept. 9, 2005, all operations moved to a new terminal complex.

**Exhibit C2 Airline Belly Cargo Activity at RSW
Calendar Year 2003 to Present**

CY 2020 (JULY)	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL Pounds	Market Share
Southwest	54,405	53,476	49,414	48,498	50,456	51,753	46,937						354,939	57%
Delta	25,596	24,692	36,128	15,822	14,940	26,668	16,588						160,434	26%
American	10,991	16,141	6,756	7,457	5,108	8,297	8,025						62,775	10%
United	14,764	9,163	14,453	1,051	374	1,314	2,658						43,777	7%
Sun Country	1,744	196	200										2,140	0%
Republic-AA			100			200							300	0%
Total Cargo	3,087,192	2,943,604	2,805,527	2,356,502	2,714,812	2,651,482	3,127,221	0	0	0	0	0	19,686,340	
Total Passenger Airline Cargo	107,500	103,668	107,051	72,828	70,878	88,232	74,208	0	0	0	0	0	624,365	
CY 2019														
Southwest	51,522	51,198	64,455	62,458	38,851	47,277	24,208	38,411	34,502	40,875	36,193	36,747	526,697	47%
Delta	29,942	25,226	34,994	29,159	42,938	20,373	24,880	35,712	38,137	29,884	14,845	18,853	344,943	31%
American	9,969	11,973	15,819	13,199	16,880	9,637	8,102	6,365	10,264	9,219	10,819	16,040	138,286	12%
United	17,032	11,280	9,912	7,202	9,910	10,123	6,854	0	3,323	7,087	13,491	14,062	110,276	10%
SunCountry	500	435	646	502	1,084	478	400	476	0	668	0	0	5,189	0%
Total Cargo	2,825,036	2,602,384	2,962,241	2,808,365	3,004,804	2,622,368	2,892,893	3,048,693	2,680,369	3,330,609	3,179,701	3,778,806	35,736,269	
Total Passenger Airline Cargo	108,965	100,112	125,826	112,520	109,663	87,888	64,444	80,964	86,226	87,733	75,348	85,702	1,125,391	
CY 2018														
Delta	45,672	40,196	52,125	67,495	63,453	51,302	45,562	67,774	51,204	59,517	30,441	18,529	593,270	38%
Southwest	37,444	48,055	51,352	50,221	38,778	22,475	33,044	30,504	25,688	26,487	43,884	42,557	450,489	29%
United	30,319	38,058	42,121	22,530	21,276	13,774	30,593	16,468	9,991	11,619	29,920	18,927	285,596	18%
American	10,952	11,541	15,888	14,304	8,838	14,627	8,685	9,469	10,657	11,131	8,480	12,628	137,200	9%
SunCountry	4,400	6,800	12,058	6,800	7,400	11,200	8,600	11,400	12,200	12,659	5,774	500	99,791	6%
Total Cargo	2,761,774	2,672,078	2,996,388	2,565,862	2,747,749	2,538,394	2,343,553	2,734,313	2,331,919	2,736,340	2,840,494	3,181,747	32,450,611	
Total Passenger Airline Cargo	128,787	144,650	173,544	161,350	139,745	113,378	126,484	135,615	109,740	121,413	118,499	93,141	1,566,346	
CY 2017														
Air Berlin	243,393	398,632	346,181	250,106	179,600	125,293	251,438	296,944	205,226	175,662	0	0	2,472,475	62%
Delta	46,830	50,938	68,548	46,699	46,705	55,509	47,188	73,959	26,737	82,561	36,317	38,900	620,891	16%
Southwest	45,816	64,957	62,332	46,980	42,669	25,749	25,631	31,317	19,591	26,002	38,650	28,570	458,264	12%
United	29,957	19,915	32,893	17,020	24,956	18,734	12,782	16,522	15,919	17,366	28,469	13,492	248,025	6%
American	8,009	8,257	12,583	10,604	12,490	7,902	15,336	9,237	10,610	14,112	13,552	13,490	136,182	3%
SunCountry	6,205	4,089	2,547	2,842	3,573	1,594	5,380	5,782	6,000	1,706	3,741	2,000	45,459	1%
Total Cargo	2,519,884	2,662,884	3,012,804	2,516,230	2,551,976	2,522,024	2,562,108	2,828,802	2,413,318	2,787,952	2,924,625	3,445,495	32,748,102	
Total Passenger Airline Cargo	380,210	546,788	525,084	374,251	309,993	234,781	357,755	433,761	284,083	317,409	120,729	96,452	3,981,296	
CY 2016														
Air Berlin													2,519,606	59%
Delta													554,833	13%
United													533,272	12%
Southwest													530,723	12%
American													128,680	3%
SunCountry													28,275	1%
Republic-AA													78	0%
Total Cargo													32,113,878	
Total Passenger Airline Cargo													4,295,467	

**Exhibit C2 Airline Belly Cargo Activity at RSW
Calendar Year 2003 to Present**

CY 2015	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL Pounds	
Air Berlin													4,015,685	70%
Southwest													501,372	9%
Delta													501,099	9%
United													331,053	6%
American													198,360	3%
US Airways													116,517	2%
SunCountry													36,245	1%
Republic-AA													50	0%
Shuttle America -Delta													26	0%
Total Cargo													32,974,580	
Total Passenger Airline Cargo													5,700,407	

CY 2014	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL Pounds	
Air Berlin													6,311,870	84%
Delta													316,995	4%
United													231,657	3%
US Airways													153,513	2%
American													66,709	1%
Republic-AA													2,560	0%
Shuttle America -Delta													8	0%
Total Cargo													33,494,277	
Total Passenger Airline Cargo													7,544,488	

CY 2013	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL Pounds	
Air Berlin													6,100,318	83%
Delta													377,560	5%
Southwest													365,035	5%
US Airways													223,025	3%
United													159,757	2%
Frontier													80,202	1%
American													36,236	0%
Republic -AA													338	0%
Shuttle America -Delta													18	0%
Total Cargo													32,175,285	
Total Passenger Airline Cargo													7,342,489	

CY 2012	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL Pounds	
Air Berlin													6,463,185	84%
Delta													438,021	6%
Southwest													338,620	4%
US Airways													200,076	3%
United													183,154	2%
American													31,182	0%
Frontier													16,578	0%
Shuttle America -Delta													80	0%
Total Cargo													33,862,226	
Total Passenger Airline Cargo													7,670,896	

**Exhibit C2 Airline Belly Cargo Activity at RSW
Calendar Year 2003 to Present**

CY 2011	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL Pounds	
Air Berlin													5,779,534	81%
Delta													516,197	7%
Southwest													369,125	5%
United													251,398	4%
US Airways													177,204	2%
American													30,215	0%
Frontier													12,870	0%
Executive Airlines													1,048	0%
Shuttle American -Delta													99	0%
Comair													12	0%
Total Cargo													32,555,066	
Total Passenger Airline Cargo													7,137,702	

CY 2010	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL Pounds	
Air Berlin													7,936,873	84%
Delta													626,030	7%
Southwest													470,982	5%
United													231,236	2%
US Airways													220,666	2%
American													12,513	0%
Executive Airlines													5,180	0%
Atlantic Southeast -UAL													1,417	0%
American Eagle													29	0%
Frontier													16	0%
Total Cargo													34,173,827	
Total Passenger Airline Cargo													9,504,942	

CY 2009	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL Pounds	
Air Berlin													5,667,509	79%
Delta													774,406	11%
Southwest													292,595	4%
United													231,156	3%
US Airways													194,437	3%
American													15,572	0%
Northwest Airlines													11,226	0%
Executive Airlines													2,548	0%
Atlantic Southeast -UAL													568	0%
Mesaba													196	0%
Endeavor Air -Delta													85	0%
Total Cargo													33,667,461	
Total Passenger Airline Cargo													7,190,298	

**Exhibit C2 Airline Belly Cargo Activity at RSW
Calendar Year 2003 to Present**

CY 2008	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL Pounds	
Air Berlin													3,957,791	61%
Delta													783,097	12%
Southwest													565,732	9%
Berry Aviation													446,770	7%
United													270,996	4%
US Airways													212,630	3%
American													75,255	1%
AirNet													63,839	1%
Northwest													46,002	1%
Midwest													23,548	0%
Atlantic Southeast -UAL													2,553	0%
Executive Airlines													857	0%
Endeavor Air -Delta													67	0%
Comair													67	0%
Total Cargo													33,936,689	
Total Passenger Airline Cargo													6,449,204	

CY 2007	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL Pounds	
Air Berlin													3,507,087	53%
Delta													901,946	14%
Southwest													778,574	12%
United													536,350	8%
US Airways													362,406	5%
American													166,708	3%
Midwest													135,441	2%
Air Tran													122,987	2%
Northwest													105,502	2%
United													4,271	0%
Atlantic Southeast -UAL													2,000	0%
Comair													749	0%
Endeavor Air -Delta													599	0%
Executive Airlines													92	0%
Chautaugua Airlines													74	0%
Total Cargo													40,206,361	
Total Passenger Airline Cargo													6,624,786	

**Exhibit C2 Airline Belly Cargo Activity at RSW
Calendar Year 2003 to Present**

CY 2006	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL Pounds	
Air Berlin													3,729,507	44%
Delta													1,102,167	13%
Southwest													966,400	12%
United													795,448	9%
US Airways													689,007	8%
American													367,271	4%
Air Tran													299,489	4%
Spirit													215,245	3%
Northwest													120,609	1%
Midwest													36,756	0%
ATA													28,193	0%
Condor													21,919	0%
Comair													7,015	0%
Atlantic Southeast -UAL													6,316	0%
United													3,338	0%
Endeavor Air -Delta													465	0%
Chautauqua Airlines													390	0%
Executive Airlines													60	0%
Total Cargo													42,919,649	
Total Passenger Airline Cargo													8,389,595	

CY 2005	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL Pounds	
Air Berlin													2,361,052	26%
Delta													2,332,669	26%
United													846,232	9%
US Airways													822,961	9%
Air Tran													652,683	7%
Spirit													542,483	6%
United													474,381	5%
ATA													278,167	3%
American													263,825	3%
Southwest													209,028	2%
Northwest													139,568	2%
Frontier													13,212	0%
Comair													10,197	0%
Atlantic Southeast -UAL													7,699	0%
Midwest													2,199	0%
Chautauqua Airlines													1,164	0%
Executive Airlines													89	0%
Total Cargo													42,295,674	
Total Passenger Airline Cargo													8,957,609	

**Exhibit C2 Airline Belly Cargo Activity at RSW
Calendar Year 2003 to Present**

CY 2004	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL Pounds	
Delta													3,621,254	37%
Air Berlin													3,135,863	32%
US Airways													1,049,204	11%
United													931,400	9%
American													399,279	4%
Spirit													262,999	3%
ATA													153,737	2%
Frontier													124,229	1%
Northwest													101,372	1%
Air Classic Cargo													41,600	0%
ATA													32,573	0%
Atlantic Southeast -UAL													5,606	0%
Midwest													501	0%
Executive Airlines													306	0%
Comair													151	0%
Chautauqua Airlines													116	0%
Total Cargo													37,084,644	
Total Passenger Airline Cargo													9,860,190	

CY 2003	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL Pounds	
Delta													3,072,085	36%
Air Berlin													2,725,636	32%
US Airways													1,072,923	12%
United													916,076	11%
Northwest													242,900	3%
American													197,165	2%
ATA													126,699	1%
Frontier													98,560	1%
Spirit													46,332	1%
Midwest													39,892	0%
JetBlue													32,710	0%
SunCountry													21,314	0%
American West													5,588	0%
Atlantic Southeast -UAL													4,786	0%
Comair													1,498	0%
Executive Airlines													989	0%
Total Cargo													34,511,936	
Total Passenger Airline Cargo													8,605,153	

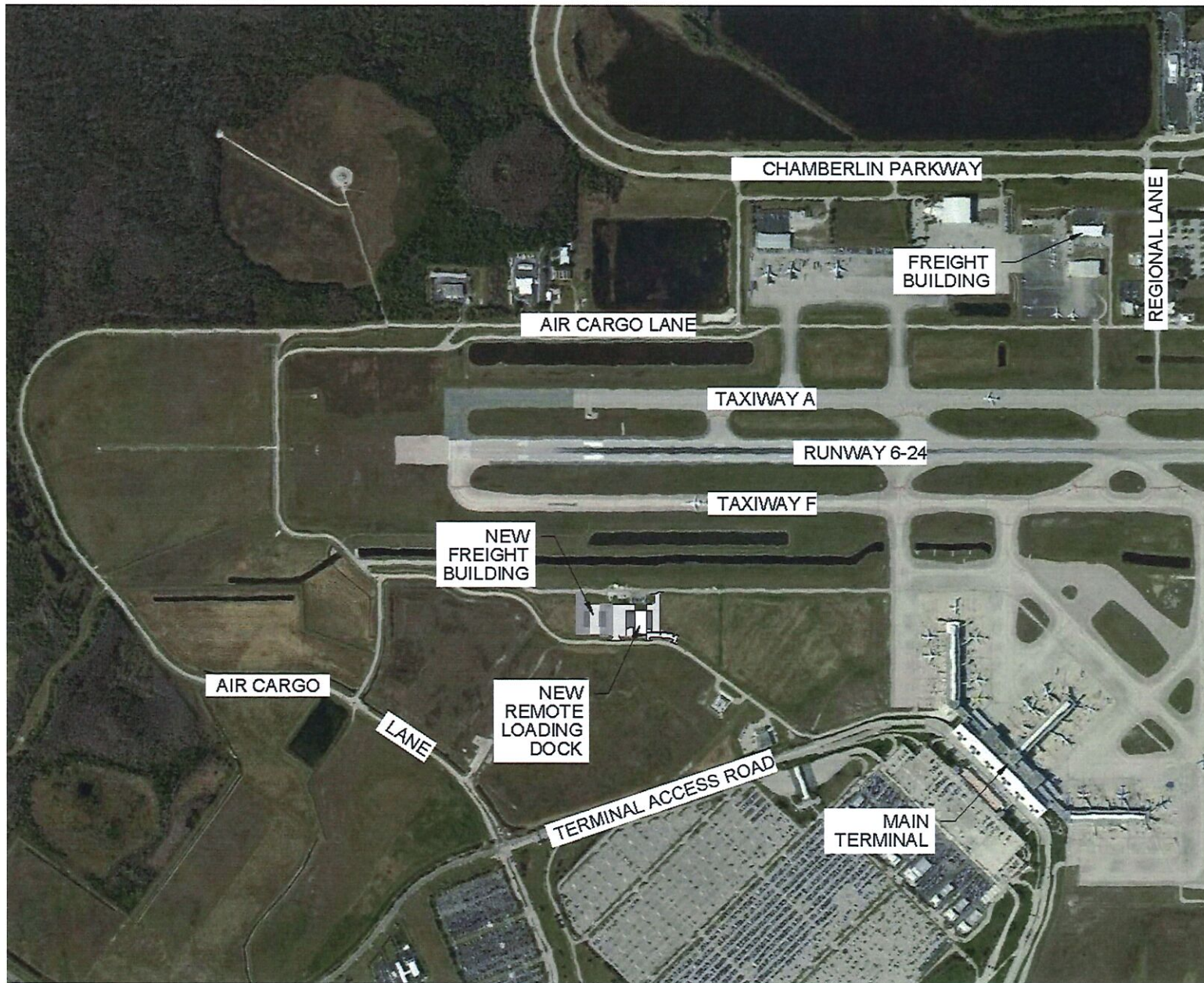
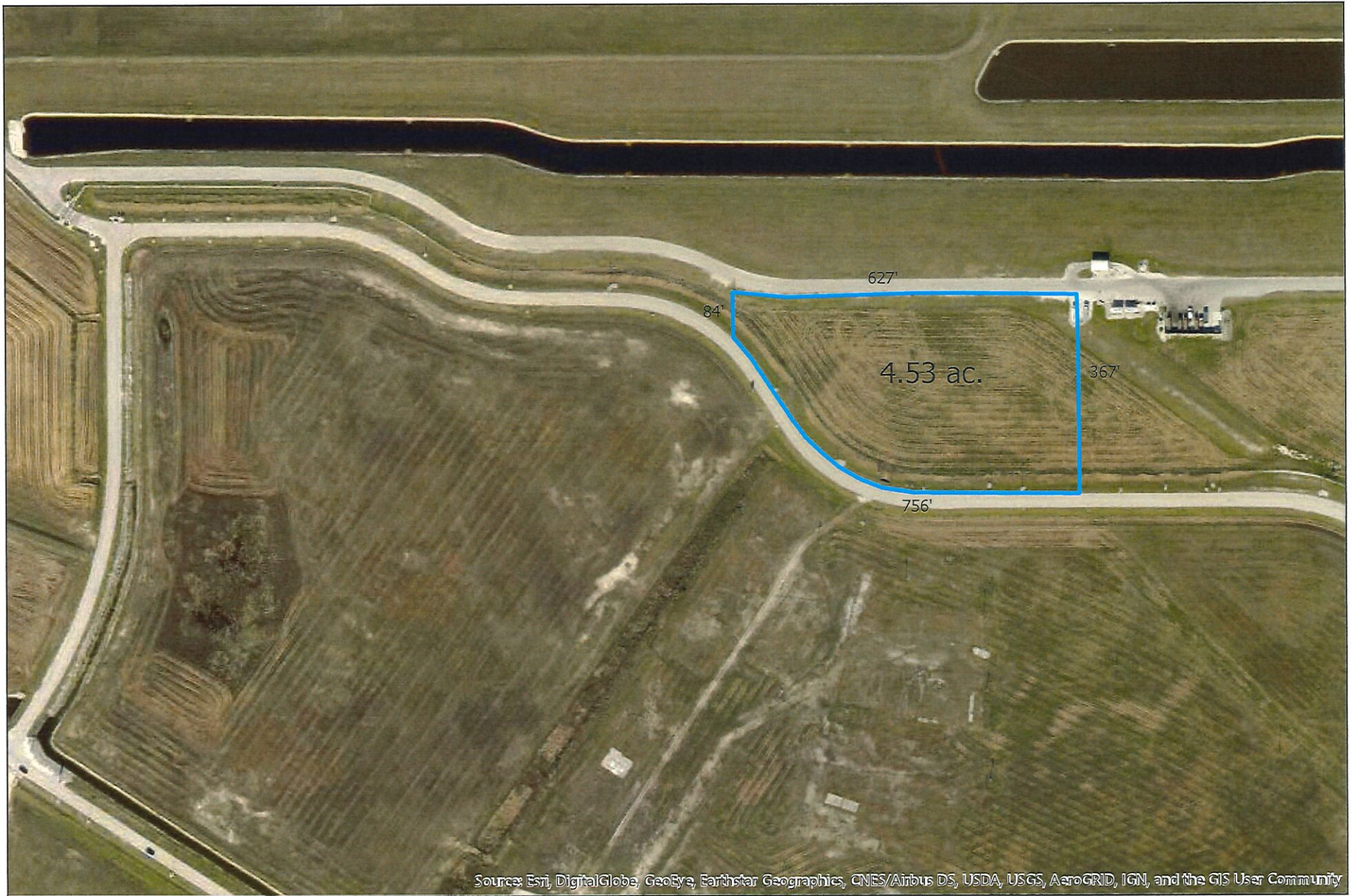


Exhibit D1
Air Freight Development Site Map

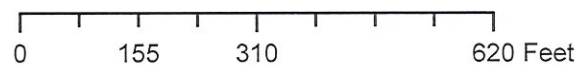


Map Created: 8/21/2020



 Site Location

Exhibit D2 Maximum Air Freight Development Site



Current Date: 5/18/2020

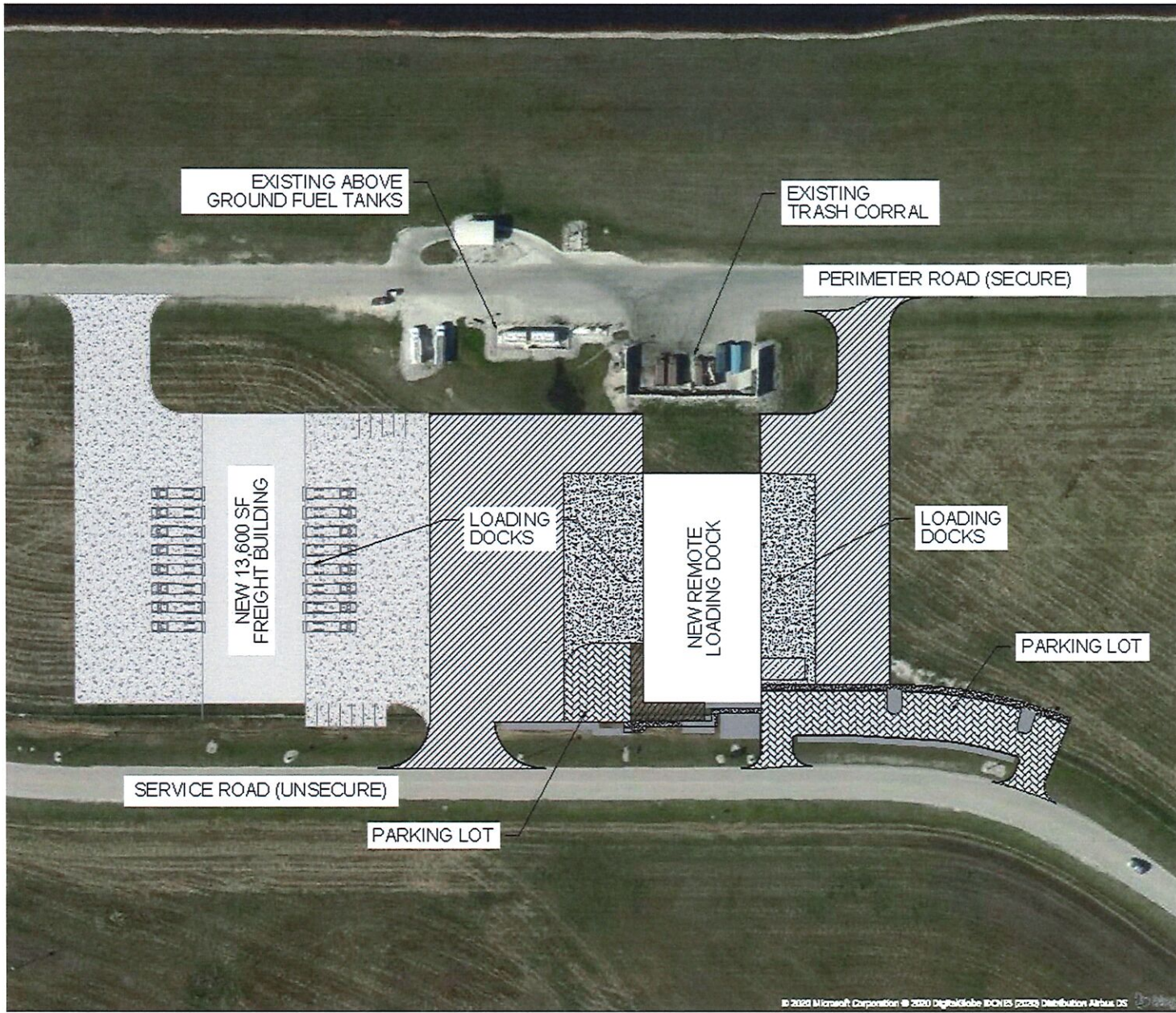


Exhibit E
Sample Conceptual Site Layout



Map Created: 8/21/2020

EXHIBIT F

LEE COUNTY PORT AUTHORITY LEASEHOLD DEVELOPMENT STANDARDS & PROCEDURES



March 2018 Update

**A RESOLUTION
ADOPTING LEASEHOLD DEVELOPMENT STANDARDS AND PROCEDURES
FOR THE
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT, PAGE FIELD
GENERAL AVIATION AIRPORT, AND ANY OTHER AIRPORT FACILITY
UNDER THE JURISDICTION OF THE LEE COUNTY
PORT AUTHORITY AND REPEALING
PORT AUTHORITY RESOLUTION PA 95-03-35**

WHEREAS, the Lee County Port Authority operates the Southwest Florida International Airport and Page Field General Aviation Airport under the authority of Chapter 63-1541, Laws of Florida, Chapters 125 and 332, Florida Statutes, and Lee County Ordinance No. 90-02, as amended; and

WHEREAS, the Board of Port Commissioners desires to establish criteria for the development and improvement of leased airport property to ensure that such properties are developed efficiently, economically and consistently with the aesthetic design of the airports, and in accord with the federal, state and county regulations applicable to such development; and

WHEREAS, the Board of Port Commissioners adopted such criteria through the Leasehold Development Standards for the Southwest Florida International Airport, Page Field General Aviation Airport, and any other airport facility under the jurisdiction of the Lee County Port Authority by adopting Resolution No. PA 95-03-35; and

WHEREAS, the Board of Port Commissioners desires to revise and streamline the existing leasehold development process by replacing the existing Standards with Leasehold Development Standards that encourage airport development by existing and prospective tenants while maintaining the quality and aesthetic unity of the airports; and

WHEREAS, the Board of Port Commissioners further desires to adopt Leasehold Development Procedures to establish a coordinated process for the staff review and approval of tenant development projects, and further, to delegate to the Port Authority Executive Director the authority to adopt changes to the Leasehold Development Procedures from time-to-time to ensure that the process continues to encourage and expedite tenant development while ensuring that all development is of the highest quality and greatest benefit to the airports and the public; and

WHEREAS, the Board of Port Commissioners desires to supersede and repeal Port Authority Resolution No. 95-03-35 with the Leasehold Development Standards and Procedures described below.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PORT COMMISSIONERS FOR LEE COUNTY, FLORIDA THAT:

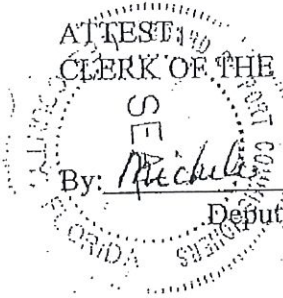
1. The Board of Port Commissioners hereby adopts the Leasehold Development Standards and Procedures attached as Exhibits "A" and "B" respectively, and specifically incorporated by reference herein. The Leasehold Development Standards and Procedures shall apply to all airport tenants at Southwest Florida International Airport, Page Field General Aviation Airport, and any other public-use airport under the jurisdiction and operational authority of the Lee County Port Authority.
2. The Board of Port Commissioners further delegates to the Port Authority Executive Director the authority to amend or replace the Leasehold Development Procedures specifically included in the lease from time-to-time to provide for the continuing development of the airports in compliance with this Resolution and the Leasehold Development Standards.
3. These Standards and Procedures shall apply to all airport tenants from the date of adoption of this Resolution unless they conflict with the provisions of a tenant's existing lease or other agreement with the Port Authority. If there is a conflict, the provisions of the tenant's lease or agreement shall control but only to the extent of the conflict, and only for the original term and any extension of that term of the lease or agreement.
4. All future agreements or leases and any subsequent amendment to an agreement or lease of facilities at any airport under the jurisdiction of the Lee County Port Authority will be subject to the Standards and Procedures then in effect.
5. Upon adoption of this Resolution, Port Authority Resolution No. PA 95-03-35, and the Leasehold Development Standards attached as an Exhibit to that Resolution are specifically superseded and repealed.

The foregoing Resolution is offered by Commissioner Judah who moved its adoption. The motion was seconded by Commissioner Janes and upon being put to a vote, the vote was as follows:

Bob Janes	<u>Aye</u>
Douglas R. St. Cerny	<u>Aye</u>
Ray Judah	<u>Aye</u>
Andrew W. Coy	<u>Aye</u>
John E. Albion	<u>Aye</u>

DONE AND ADOPTED by the Board of Port Commissioners this 12th day of March, 2001.

ATTEST
CLERK OF THE CIRCUIT COURT



By: Richard B. Lesmer
Deputy Clerk

BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA

By: [Signature]
Chairman

APPROVED AS TO LEGAL FORM:

By: [Signature]
Office of the Port Authority Attorney

LEE COUNTY PORT AUTHORITY

LEASEHOLD DEVELOPMENT STANDARDS

A. Overview of Standards

The following standards apply to all leasehold improvements on property under jurisdiction of the Lee County Port Authority. These standards will be implemented by the Executive Director or authorized designee. Only the Executive Director shall have the authority to waive, change or override the standards outlined below. These standards are intended to serve as permanent, up-to-date standards for all existing and potential airport tenant improvements. These standards shall apply to all improvements unless approved in writing by the Authority.

B. Standards

1. **Staff Assistance to Existing and Potential Tenants**
The Port Authority staff will assist existing and potential tenants in their efforts to ensure all development complies with federal, state, and local regulations. Staff assistance does not shift the responsibility to ensure compliance from a tenant or prospective tenant to the Port Authority. It is the tenant's sole responsibility to ensure that all work complies or will comply with the local, state and federal laws, rules, regulations, and codes, sound architectural and engineering principles and standard acceptable construction practices.
2. **Compliance with Grant Conditions**
All tenants are advised that, through the Authority's acceptance of federal and state grant dollars, airport improvements must comply with numerous grant conditions and related regulations. No tenant improvement shall cause the Authority to violate any grant condition. All tenants are required to make any design or construction changes that the Authority deems necessary to ensure grant compliance. The tenant shall be solely responsible for the costs of such changes. As such, FAA Advisory Circulars are mandatory for all improvements at the Southwest Florida International Airport (RSW) and Page Field (FMY). A listing of Federal Aviation Administration (FAA) Advisory Circulars is available upon request.
3. **Permits**
The tenant shall be responsible for obtaining all permits related to the leasehold development. All permit compliance issues and conditions (i.e., environmental mitigation, surface water management, water quality, water quantity, availability of utilities, water flow, fire suppression requirements, etc.) shall be the sole responsibility of the tenant and shall be performed within the tenant's leasehold area unless permitted under tenant's lease or specifically approved in writing by the Authority. The tenant shall do nothing to jeopardize any existing or future Port Authority permit. The tenant shall make any design or construction changes that the Authority deems necessary to ensure permit compliance.

All existing or potential tenants are encouraged to submit project plans and specifications to the Authority for review and comment *prior* to any permit application submittal. Design or permitting decisions by other regulatory agencies are not binding on the Authority.

4. **Authorization to Construct**
All existing or potential tenants must submit project plans or specifications to the Authority in order to obtain permission to construct. The Authority must give written authorization for any tenant improvement prior to the beginning of construction. Commencing work that has not been authorized in writing by the Authority is prohibited. Any changes to the tenant project after written authorization is issued by the Authority shall require additional Authority review and written approval.

5. **Tenant Representative**
The tenant shall provide a designated on-site representative who is responsible to insure proper and safe completion of all work. The representative shall be available on a 24-hour per day basis during the project to represent the tenant in all aspects of the on-site work.

6. **Reporting Unusual Events**
The tenant shall immediately report all accidents or unusual incidents occurring on the airport premises to the Authority project coordinator after emergency personnel have been notified. When an event of an unusual and significant nature occurs at the site, the tenant representative shall prepare and submit a special report to the Authority listing the chain of events, persons participating, response by the tenant's personnel, an evaluation of the results or effects and similar pertinent information. Tenant shall provide this report as soon as possible after the event.

7. **Maintenance of Traffic**
When work is in a vehicular traffic or pedestrian area, the tenant shall arrange the work to avoid disruption of normal traffic patterns. The tenant shall provide, erect and maintain effective barricades, danger signals, signs and equipment to provide protection of the work and the safety of the public throughout the area. The tenant shall maintain traffic within the limits of the project for the duration of the construction period, including all temporary suspension of work and the construction and maintenance of any necessary detour facilities. Tenant shall furnish, install and maintain traffic control and safety devices during construction, provide control of dust and supply any other special requirements for safe and expeditious movement of traffic and pedestrians.

The tenant shall not obstruct nor create a hazard to any traffic during the prosecution of the work and shall be responsible for repair of all damage to existing pavement or facilities caused by tenant's operations.

8. **Minimize Disruption to Airport Operations**
As a major economic generator for southwest Florida, the continuous operation of RSW and FMY is imperative. Airport operations shall be maintained at all times during any leasehold improvement. The tenant shall in no way interfere with normal operational characteristics of any airport facility except as a specifically permitted by the Authority.

Since tenant improvement work areas may be accessible to and used by the public, the Authority, and other companies doing business at the airport during the construction period, it is the tenant's responsibility to maintain each work area in a safe, hazard-free condition at all times. Should the Authority find the

area unsafe at any time, it will notify the tenant, and the tenant shall immediately take whatever steps necessary to remedy the unsafe condition. Should the tenant not be immediately available for corrective action, the Authority will remedy the problem and the tenant shall reimburse the Authority for the expense of such correction. The tenant shall use all reasonable care consistent with its rights to manage and control its operation, not to employ any subtenants, persons, use any labor, use or have any equipment, or permit any condition to exist which may cause, or be conducive to, any complaint, trouble, dispute or controversy which interferes or is likely to interfere with the operation of the airport or with other airport employees. The Authority may reject any tenant or tenant contracted employee if the employee is deemed to be unsuitable to work at the airport.

9. Blasting

The use of any type of explosive device on airport property is expressly prohibited without prior written approval by the Authority. Approval will be granted only in those cases where tenant provides sufficient information and expert opinion that the proposed blasting will not endanger airport facilities or the general public. The Executive Director may condition approval in any manner he or she sees fit to provide the most protection to persons and property and may require the tenant to provide additional insurance coverage, indemnification, or bonding to ensure that protection.

10. Cutting & Welding

Cutting, welding, open flames, spark producing equipment, and use of explosive-operated fastening devices within the confines of any landside buildings, airside buildings, aircraft aprons, fuel farms, or other enclosures is prohibited unless the activity is permissible under the Airport's Rules and Regulations Ordinance, No. 94-09, as amended, and has been previously approved in writing by the Authority.

11. Verification of Existing Conditions

The Authority does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures. It is the tenant'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 phone/data/utility lines, existing underground structures, etc., prior to beginning work in that area. The tenant is responsible for assuring that no interruption of service occurs by taking whatever actions and incurring whatever costs are necessary. Any interruption in service shall be immediately corrected by the tenant at no cost to the Authority. If such interruption is not immediately corrected by the tenant, the Authority will perform the necessary repairs and the tenant or surety will pay for all costs related to these repairs.

The Authority will assist the tenant in determining whether utilities or underground features exist within or near the construction area. Any information provided by the Authority, such as estimated depths and locations of utilities shall not be construed as a definitive determination of the site conditions. Rather, this information provided by the Authority is merely an attempt to assist the tenant and should only be used as a general guide in field locating underground utilities and features. The tenant and all contractors working for tenant are responsible for exactly locating all underground items.

12. Protection of Airport Property
Tenant shall take any and all steps necessary to protect the public investment in the airport facilities, including steps dictated by the Authority at its sole discretion. Any disruption to airport operations or damage to airport facilities due to a tenant's construction activity will be modified, repaired or replaced by tenant or by the Authority at the tenant's expense. The Authority may elect to collect the cost of such repair or replacement from the tenant or its surety.
13. Material Storage
Construction material is to be stored only in spaces and in a manner specified by the Authority for the particular project. Generally, construction material must be stored out of public view.
14. Material Deliveries
Deliveries must be scheduled so as not to interfere with airport traffic. No materials for tenant improvements may be sent for delivery to the Southwest Florida International Airport, Page Field or the Lee County Port Authority. The Authority will not accept tenant deliveries.
15. Demolition
Any demolition that will cause dust within a Port Authority building must be done behind closed doors of tenant's leasehold or otherwise protected from the public. If the area to be demolished is in an open area, not confined by doors, a dust barrier must be constructed to confine the work area. Air conditioning ducts (supply and return) in the work area will be closed off in a manner acceptable to the Authority during demolition phases of the work to prevent dust from entering the air conditioning system.
16. Temporary Construction Barricades
The tenant shall provide all security and protection facilities required by the Authority and shall maintain the work site in a safe, lawful and publicly acceptable manner. All security and protection facilities must provide a neat and uniform appearance. The tenant shall be fully responsible for the protection of the public and adjacent areas during the construction process. The tenant shall safely isolate the construction areas while maintaining normal airport operations and shall comply with all FAA approved airport security requirements. All work and/or material storage areas shall be separated from the common use public areas of the airport by use of barricades of a type and size acceptable to the Authority.

The tenant shall comply with recognized standards and code requirements. The tenant shall cooperate and coordinate with the Authority for installation of all barricades to all continuous Airport operations. Access shall be maintained into all building tenant spaces and existing mechanical and electrical control devices.
17. Raceways and Conduit
All conductors, including temporary power, lighting, control or communication must be placed in conduit or routed by way of existing approved cable trays. All conduits must be concealed. Multiple runs of conduit shall be routed together. Bus duct shall be separately supported using manufacturer's standard equipment allowing for removal and inspection of all cover plates. All raceways crossing building expansion joints shall be equipped with expansion-type

fittings. All raceways (conduits, wireways, busways, etc.) and boxes shall be independently supported from the structural portion of the building. Attachment to suspended ceiling tie wires or the use of tie wire for raceway support is not acceptable. All raceways and boxes shall be installed as close as possible to the facility structure and at the highest possible elevation. All raceways and conduit shall be installed parallel to the building structural members. Raceways and boxes shall not be located within six inches of other systems (HVAC ducts, chilled water lines, sprinkler lines, domestic water lines, bus ducts, etc.).

All data lines and cable pulls shall adhere to the Authority's Structured Cabling Specifications. A copy of this document is available upon request.

18. **Systems**
All new systems and/or system additions (i.e.: security, access control, fire protection, communications, heating, air conditioning, ventilation, etc.) must match and be compatible with the Authority's existing systems. Tenants will be responsible for all costs associated with any changes to the existing maintenance contracts caused by their addition of new equipment or requirements.
19. **Asphalt/Concrete**
Any asphalt and/or pavement work shall be performed in a manner to ensure public safety and limit any interruptions to normal airport operations. All landside pavement (i.e.: roads, sidewalks, etc.) shall be designed and constructed in accordance with Lee County DOT and Florida DOT standards. All airside pavement (i.e.: ramps, taxiways, etc.) shall be designed and constructed in accordance with FAA and FDOT standards.
20. **Backfill Requirements**
All material used for backfilling shall be material which can be readily compacted and shall not contain stones retained on a three-inch sieve, highly plastic clay or any other material that is objectionable to the Authority.
21. **Landscaping**
All landscaping shall include an irrigation system. Native vegetation shall be used unless otherwise authorized in writing by the Authority. The current Authority Compatible & Non-Compatible Plant List is available upon request.
22. **Environmental Protection**
The tenant shall provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with all environmental regulations and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted, or that other undesirable effects might result. The tenant shall avoid the use of tools and equipment that produce harmful noise and shall restrict the use of tools and equipment that produce harmful noise and shall restrict the use of tools and equipment creating excessive or disturbing noise to hours that will minimize complaints from persons or firms near the work site. All work shall comply with all Authority's environmental permits.

23. Collection & Disposal of Waste

The tenant shall: collect and dispose of waste from work areas daily; comply with NFPA requirements for removal of combustible waste material and debris; comply with the Lee County Mandatory Recycling of Commercial & Multi-family Residential Solid Waste and Construction & Demolition of Debris Ordinance 07-25, enforce requirements strictly; handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly; dispose of materials in a lawful manner and ensure that disposal of hazardous waste is made at a public facility properly licensed to dispose of the waste and is in accordance with all current rules and regulations.

END OF STANDARDS



AIRPORT WORK PERMIT PROCEDURES

INDEX

CHAPTERS –

- Chapter 1 Work Permit Procedures
- Chapter 2 Surety
- Chapter 3 Insurance & indemnification
- Chapter 4 Safety & Security Requirements
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- Chapter 7 Utilities
- Chapter 8 Temporary Facilities & Staging Areas
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FORMS –

- Work Permit Application (WPA-18E)
- Work Permit Checklist (WPC-18)
- Airspace Study Application (ASA-18)
- Standard Indemnity & Hold Harmless Agreement (HHA-18E)

GUIDELINES –

- Tenant Design Guidelines
- Airline Graphic Guidelines

CHAPTER 1

WORK PERMIT PROCEDURES

During the design process the Applicant is encouraged to submit periodic plans (30%, 60%, 90% etc.) to the Authority for review and comment. Authority review is initiated through the submittal of the **Work Permit Application** (Form WPA-18E) to Development Services. Upon receipt of the initial plan set, the Authority will assign an application number to the project. Subsequent submittals will refer to the assigned application number. Development Services will coordinate the review of the information submitted and provide written comments and information to the tenant within fifteen (15) business days of the application submittal.

All improvements or modifications to Authority leased property require a work permit prior to the initiation of any construction. Work Permit Applications are available from the Development Services Department.

All applicants requesting a work permit will give special attention to the required attachments that must accompany the application, especially the surety and insurance requirements. When completed and signed, the application and attachments will be forwarded to the Authority's Development Services Department. General instructions for completing the application area as follows:

1. Permit Fee

The Authority does not charge a fee for the work permit. Work completed without an approved work permit will be subject to charges or removal at tenant/applicant expense. All other outside agency (County, SFWMD, ACOE etc.) building permits and project development fees required to complete the work are the responsibility of the applicant or contractor.

2. Work Permit Application Completion

- A. *Scope of Work:* Include a short complete description of the proposed work. Attach drawings and specifications as required to fully explain the job in detail.
- B. *Estimated Start Date & Construction Time:* Enter the estimated date work will begin on the airport and the estimated period of time before the contractor will be complete with all aspects of the project.
- C. *Estimated Project Cost:* Enter the dollar amount of the total work to be performed by the applicant/contractor on the airport in support of the total scope of work requirements. A general engineer's cost estimate is an example.
- D. *Tenant Information:* Clearly identify the tenant or sub-tenant that is contracting to have work done along with contact information.
- E. *Applicant Information:* The name of the individual or company authorized to request work and sign the application. This may be the tenant's representative or their designee (i.e.- contractor, designer, etc.).

- F. *Work by the Tenant In-house staff.* If the tenant intends to use its own staff to complete alterations, the provisions of this work permit apply.
- G. *Contractor.* Identify the name of the firm or person who holds the contract to perform the work on behalf of the tenant. This entity will be the general contractor (GC) for the approved work permit and will have responsibility and liability for all the work being performed. All sub-contractors and vendors must be under the direct control of the named GC.
- H. *Architect/Engineer/Designer.* If applicable, enter the name, address, and phone number of the respective professional.

3. Supporting Document Attachments

- A. *Surety* – If applicable
The Payment & Performance Bonds, Letter of Credit or other form of surety. See Chapter 2 - Surety for specifics.
- B. *Insurance & Indemnification*
All work must have proper insurance coverage and must be approved by the Authority. A signed Hold Harmless Agreement must be submitted along with each individual project application. See Chapter 3 – Insurance & Indemnification for specifics.
- C. *Drawings & Specifications*
 - 1) One full size hard copy and one electronic set of drawings and complete set of specifications shall be submitted with the work permit application. The drawings should be to scale and submitted in a size with sufficient detail to permit easy review and clear understanding of the proposed work. At a minimum, the drawings shall contain a dimensioned plan view of the work, a location map of the work site, and as much additional information as necessary to define the scope of work, staging area, haul routes, and exact work requirements.
 - 2) Drawings involving public safety, structural modifications, facility systems, or environmentally sensitive or hazardous work, etc., must be certified and sealed by an appropriately licensed professional. At the Authority's option, this requirement may be waived after a review of the planned work. If changes are made to the approved plans and specifications, the proposed changes shall be submitted to the Authority for acceptance prior to proceeding.
- D. *Airspace Analysis* – If applicable
Construction within the Airport Part 77 Surface area requires review by the Federal Aviation Administration (FAA). This airspace analysis is required for work involving new antennas, new temporary or permanent facilities, exterior additions and modification to existing facilities, and the use of construction equipment with an above ground level height greater than ten (10) feet. All antennas must be reviewed by the FAA for their radiated frequencies to determine there are no interferences with any aircraft or airport operations equipment. This requirement is in addition to the work permit application and requires the completion and submittal of Form ASA-18. See Chapter 6 – Airspace Analysis for specifics.

- E. *Permits* – If applicable
Copies of all additional required agency permits shall be supplied with the application submittal. This may include the following agencies – South Florida Water Management District, Army Corp. of Engineers, Lee County, Department of Health, Florida Dept. of Environmental Protection, the National Pollutant Discharge Elimination System permits or any other agency permit as deemed necessary.

4. Preconstruction Meeting

Prior to approving the work permit, the applicant/contractor will attend a preconstruction meeting with Authority representatives. The applicant requesting the work permit will notify the Authority a minimum of three working days in advance of when they would like to schedule the meeting, and will provide a list of contractors and a proposed schedule of work activity. The Authority will not schedule a meeting until it has reviewed the proposed project plans and specifications.

5. Submit for Approval

The Authority's Development Services Department will coordinate a review of all documentation with the appropriate Authority staff. Within fifteen (15) business days of the received complete work permit application package, the Development Services Department will either:

- Request additional information from the applicant/tenant;
- Issue an Authorization to Proceed with construction – with or without conditions; OR
- Deny authorization of the work permit with reasons for denial and allow re-submittal of the application with any necessary changes.

6. Work Completion

Time is expressed to be of the essence in the completion of an approved work permit. It is agreed that if construction is not completed in a timely manner by the tenant that the Authority may complete the work at tenant's expense. Additionally, the applicant agrees to correct any latent defects discovered after the work is complete to the Authority's satisfaction.

7. Permit Closure

The applicant will notify the Authority when the work is complete. At that time, the Authority will schedule a final inspection of the project. Any discrepancies noted will be forwarded to the tenant or applicant for resolution prior to the final closeout of the permit.

Upon completion of the work, the applicant or contractor shall submit to the Authority a digital copy of the record or as-built drawings in .dwg format. The files submitted must be compatible with the latest release of AutoCAD unless otherwise predetermined by the Authority. All drawing files must be formatted in accordance with Authority adopted *CAD Standards*, available upon request.

Once the notice of completion, a copy of the contractor's signed Release of Lien (if applicable), and the required record drawings are received, the Authority will review and close the work permit. All applicant or contractor insurance and surety will remain current and in force until the work permit is closed by the Authority.

8. Permit Inactivity

Application submittals will be placed on the inactive list after six months of no pertinent activity. This action does not pertain to applications waiting for permits from outside agencies.

END OF CHAPTER 1

CHAPTER 2

SURETY

1. General

- A. Section 255.05 of the Florida Statutes requires Airport Tenants or their contractor to execute and deliver payment and performance bonds prior to initiating construction of or repairs to Airport property. The Authority may exempt tenant improvement projects up to \$200,000 from the bonding requirement by written exemption.

The applicant/contractor will furnish payment and performance bonds for all projects where the cost of construction is over \$200,000. The bonds will be in the full amount of their contract, on the forms provided by or deemed acceptable by the Authority, with a surety or sureties for the full and faithful performance of the work. The surety on any bond will be a corporate surety, satisfactory to the Authority, authorized under the laws of Florida to do business in the state of Florida and authorized to write that type of bond through a resident agent of the corporation located in the state of Florida. Bonds must be approved by the Authority before being recorded with Lee County and prior to the commencement of any on-site work. Any forms used other than Authority approved forms will require a legal review. Such review may cause a delay in the final approval of a work permit. The Authority will provide sample acceptable bond forms on request.

- B. Regardless of whether or not a bond is required, applicants have an affirmative duty to place all persons supplying labor, materials, or supplies, used directly or indirectly by the applicant/contractor in the prosecution of the work, on notice that the Authority's real property is not subject to construction or mechanics liens.
- C. For work done for or by a tenant, where the applicant is a federal government entity, the Authority may accept a co-obligee rider to the payment and performance bonds issued to the federal government agency for which it is doing work on the airport. The rider must name the Authority as a co-obligee of the bonds and must be submitted with an executed original copy of the bonds and power of attorney. It is the governmental agencies responsibility to verify the applicability of this provision before proceeding.
- D. In lieu of the bond required by this section, an applicant may file with the Authority an alternative form of surety acceptable to the Authority. Any such alternative form of surety will be for the same purpose and be subject to the same conditions as those applicable to the bond required by this chapter.

2. Verification

The Authority reserves the right to verify compliance with these bonding provisions. Surety will remain in force for a minimum of one year after the close-out of the work permit by the Authority or until all obligations by the applicant/contractor, as determined by the Authority, have been fulfilled, whichever is later. The applicant will ensure the contractor maintains all bonds or bonding instruments are current and in force until released of the obligation by the Authority.

END OF CHAPTER 2

CHAPTER 3

INSURANCE & INDEMNIFICATION

1. Indemnification & Hold Harmless

The applicant agrees that as an express condition of an approved work permit, the Authority, members of its Board, and its officers, agents, and employees, will be free from any and all claims, debts, demands, liabilities, or causes of action of every kind or character, whether in law or in equity, by reason of any death, injury, or damage to any person or persons or damage or destruction of property or loss thereof, whether it be by person or property of applicant, their agents or employees, subcontractors or any third parties, from any cause or causes whatsoever while in or upon or with respect to the use of the premises or any part thereof during the term of the work permit. The applicant hereby covenants and agrees to defend, indemnify and to save harmless the Authority, members of its Board, and its officers, agents, and employees, of and from any and all such claims, demands, debts, liabilities, and causes of action to include attorney's fees and costs. Execution and submittal of the Standard Indemnity & Hold Harmless Statement, Form HHS-18E (see appendix) is required.

A separate Hold Harmless Statement must be executed by the tenant, applicant, or contractor for each project being proposed on Authority property.

2. Insurance Coverage Terms & Conditions

- A. *Coverage:* Insurance coverage must include General Liability, Worker's Compensation, and Auto Liability in amounts deemed acceptable by the Authority based on the scope of the project. With respect to each of the required coverage's the applicant will, at their expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth by the Authority. Said insurance will be with companies rated AA or better.
- B. *Terms:* Except as otherwise specified in this document, the insurance will commence on or prior to the effective date of the work permit application and will be maintained in force throughout the duration of the project.
- C. *Aggregate Limits:* If any reduction of an aggregate limit occurs, the applicant will take immediate steps to have it reinstated.
- D. *No Waiver by Approval/Disapproval:* The Authority accepts no responsibility for determining whether the applicant's insurance is in full compliance with the insurance required by the work permit. Neither the approval by the authority nor the failure to disapprove the insurance furnished by the Applicant will relieve the applicant of their full responsibility to provide the insurance required by this document.
- E. *Proof of Coverage:* Applicant will not commence work or use or occupy Authority premises in connection with the work permit until the required insurance is in force and the Authority has granted permission to the applicant to commence work or use or occupy the premises in connection with the work permit.

The applicant will furnish the Authority with a certificate(s) of insurance satisfactory to the Authority (a sample certificate is available upon request). This certificate must be signed by an authorized representative of the insurer and must name the Lee County Port Authority as additional insured. The applicant will provide the Authority with renewal or replacement evidence of insurance, acceptable to the Authority, prior to expiration or termination of such insurance.

- F. Lee County Port Authority (LCPA) shall be named additionally insured on all *commercial general liability policies* representing the scope of work. Contractor/subcontractor policies shall be primary and non-contributory. When policy limits exceed minimum requirements of the permit, full policy limits will be made available to LCPA. Contractor waives the right to subrogate against LCPA.

3. Certificate of Insurance Explanation

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

The acceptance of delivery to the Holder of any Certificate of Insurance required in any contract does not constitute agreement by the Holder 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.

4. Severability on 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.

END OF CHAPTER 3

CHAPTER 4

SAFETY & SECURITY REQUIREMENTS

1. Safety Plan

- A. The purpose of these Safety & Security Requirements is to set forth guidelines concerning construction safety and security while performing work on an approved work permit project. Described herein are methods, procedures, rules, and directives to be adhered to during said construction period.
- B. Following are the safety and security objectives that must be achieved in order to maximize safety and to minimize time and economic loss to the aviation community, construction contractors, and others directly affected by the project.
 - 1) Keep the airport operational for all users
 - 2) Minimize delays to airport operations
 - 3) Maintain safety of airport operations
 - 4) Minimize delays to construction operations
 - 5) Minimize airport operation/construction activity conflicts.

The applicant/contractor must keep these objectives in mind when formulating work schedules and operational activities.

2. General Safety Requirements

- A. A pre-construction coordination meeting will be conducted prior to issuing an approved work permit or commencing construction. Additional meetings may be scheduled as necessary throughout the life of the project. Representatives from the tenant, applicant/contractor, architect/engineer, Authority and any others deemed necessary by the Authority will attend all meetings. The applicant/contractor will inform supervisors and workmen of the airport activities and operations that are inherent to airports, the safety regulations of airports, and the prohibition of driving or walking in any area of the Airport Operations Area (AOA) without authorization. The applicant/contractor will conduct construction activities to conform to both routine and emergency requirements.
- B. All applicant/contractor vehicles authorized to operate on the airport outside of the construction area limits as defined in the work permit and cross active runways, safety areas, taxiways, aprons, instrument or approach clear zones or any area within the AOA will do so only under the direct control of a trained, qualified flagman who is in direct (two-way) radio communication with the ground controller of the Air Traffic Control Tower (ATCT) NOTE: *All aircraft have priority over ground vehicles.*
- C. The applicant/contractor will provide a two-way radio for use in communication with the ATCT. The operator must be familiar with aircraft/ground controller communications and will be on duty whenever vehicles are operating in areas referenced above. Construction may be stopped/suspended by the Authority anytime the Authority considers that the intent of this safety plan is being violated or that a hazardous condition has been or is about to be created. This

decision to suspend the operation will be final and will only be rescinded by the Authority when satisfied that the hazardous situation has been addressed. Delays/work stoppage as a result of the suspension will be considered the fault of the applicant/contractor.

- D. All vehicles operating in the AOA (or on a runway even if closed) will be equipped with an operating yellow flashing beacon.
- E. No loose material or waste capable of causing damage to aircraft or capable of being ingested into jet engines may be placed near the runways, taxiways, or apron during operational hours. Special attention is directed to the applicant/contractor that all pavement operational to aircraft during construction must be kept clean and clear of any materials or debris.
- F. If the applicant/contractor elects to or must perform work at night, applicant/contractor will provide lights at the work site and, if necessary along the access route. Type, direction, number and location of lights will be subject to prior approval of the Authority.
- G. The applicant/contractor will preserve and/or protect existing and new pavements plus other facilities from damage due to construction operations. Existing pavements and facilities which are damaged will be replaced or reconstructed to original strength at the applicant/contractor's expense. The applicant/contractor will take immediate action to reconstruct any damaged area that is to remain in service.
- H. Construction area limits
 - 1) Advisory Circular 150/5370-2G identifies all construction area limitations. There are strict limitations in the Runway Safety Zone (RSZ) and the Obstacle Free Zone (OFZ) as defined in Advisory Circular 150/5300-13A. Advisory Circular 150/5370-2G also states that construction activity is permissible in taxiway safety areas and taxiway object-free areas if the activity is hazard marked and/or lighted and local Notices to Airman (NOTAM) are issued to that effect. If operating in a taxiway safety area, personnel and equipment must be mobile and be moved out of the area for each passing aircraft. As a result, any work near or within the AOA must be fully coordinated with airport Operations prior to the beginning of said work. The activity limits will be adequately signed and marked by the applicant/contractor to preclude violation of this restriction. The area will be well identified by warning signs and lights at all times.
 - 2) The limits of construction, material storage area, plant site, equipment storage area, parking area and other areas defined as required for the applicant/contractor's exclusive use during construction will be marked by the applicant/contractor. The applicant/contractor will erect and maintain around the perimeter of these areas suitable marking and warning devices visible for day/night use. Temporary fencing, barricades, flagging and/or flashing warning lights will be required at critical access points. Type of marking and warning devices will be approved by Authority. Open trenches, excavations and stockpiled

materials must be permanently marked with flags and lighted by approved light units during hours of reduced visibility and darkness.

3. **Special Written Safety Plans**

For hazardous work such as tank or asbestos removal, pollution clean-up or the operation of open flame construction equipment near airport facilities, special written and approved safety and fire plans covering the specific work must be submitted prior to the approval of the work by the Authority.

4. **Emergency Procedures**

The applicant/contractor will have an understanding of the airport emergency procedures and will conduct all operations so as not to conflict with them. Clear routes for crash/fire/rescue equipment will be maintained in operable conditions at all times.

A. *Emergency procedure for Southwest Florida International Airport (RSW):*

In case of an emergency caused by an accident, fire, or personal injury or illness at RSW, the Authority's Airport Communications department is to be notified immediately by calling 239-590-4810 or using the white page phones located throughout the terminal building. When calling in a report, especially on a cellular phone, the caller must accurately report the exact location and type of emergency. Airport Communications, through the on-scene commander, will coordinate with other Authority and/or outside emergency agencies as necessary.

B. *Emergency procedure for Page Field (FMY):* In case of an emergency caused by an accident, fire, or personal injury or illness at FMY, the applicant/contractor will notify the Authority's Airport Communications department at 239-590-4810. The emergency notification must accurately include the location, type of emergency, and responding emergency agency. Airport Communications, through the on-scene commander, will coordinate with other Authority and/or outside emergency agencies as necessary.

5. **Security & Protection of Facilities**

A. **Securing work area:** Any construction that will cause disruption to the public or other tenants must be done behind closed doors of the tenant's space or protected from the public. If the work is in an open area, not confined by doors, a barrier must be erected to confine the work area.

B. **Staging, Stockpile, and Spoil Areas**

1) Staging area(s), as approved by the Authority, will be used to house the applicant/contractor's and resident inspector's offices, and to store all idle equipment, supplies, and construction materials (other than bulk materials such as aggregate, sand, and soil).

2) Applicant/contractor's vehicles, equipment, and materials will be stored in the area designated by the Authority. Upon completion of the work, the storage area will be cleaned up and returned to its original condition to the satisfaction of the Authority. Employee services will not be permitted beyond the applicant/contractor's parking area. Drivers of

vehicles being operated beyond this area will be subject to loss of permission to enter the construction site.

- 3) Equipment not in use during construction, nights, and/or holidays will be parked in the applicant/contractor's staging area. Exceptions will only be allowed when approved by the Authority. Parking of construction workers' private vehicles will also be within the staging area construction fence or at other Authority designated sites.
- 4) Stockpile areas, if approved, will be used to store all bulk materials needed for the project and may need to be fenced and located in the tenant's leased area. All material removed by excavation, such as concrete, asphalt, or rock, will be transported off airport property and not stockpiled. Yellow flashing barricades will be installed where potential conflicts with air or ground vehicular traffic might occur. Stockpiles will not penetrate the FAR Part 77 imaginary surfaces. All other waste material, including rubble and debris, will be removed from the airport at the applicant/contractor's expense in accordance with Lee County Ordinance 07-25 that dictates the regulations for removal of construction debris, etc.
- 5) If an additional storage area is needed, the applicant/contractor may request it from the Authority. The request will be reviewed on the basis of what is to be stored and the area needed. The applicant/contractor will be responsible for any necessary fencing and site security.
- 6) No hazardous materials will be stored on airport property without Authority's approval or in designated areas according to NFPA regulations.

C. Intermittent Construction Operations on the AOA

- 1) Some construction work may be done on an intermittent basis. The applicant/contractor will maintain constant communication with the ATCT or designated Authority representative when working in an AOA, and immediately obey all instructions. Failure to obey instructions or maintain constant communications will be cause to suspend the applicant/contractor's operations in the area until satisfactory conditions are assured.
- 2) When directed to cease construction and move from the work area, the applicant/contractor will immediately respond and move all material, equipment and personnel away from the taxiways and runways as directed by the Authority. Operations will not be resumed until directed from the Authority. Every reasonable effort will be made by the Authority to cause minimum disturbance to the applicant/contractor's operations. No guarantee can be made as to the extent to which disturbance can be avoided.

D. Limitation of Operations on the AOA

- 1) The applicant/contractor will be responsible for controlling all its operations and those of its subcontractors so as to provide for the free movement of aircraft on the apron, runways, and taxiway areas of the AOA.

- 2) When the project work requires the applicant/contractor to operate on or adjacent to the apron or taxiways, the operation will be coordinated with the Development Services and Operations Departments at least seventy-two (72) hours prior to commencement of the work. Work will not commence on the AOA until closed by the Authority/FAA and until temporary marking and associated lighting are provided and in place as specified in FAA Advisory Circular 150/5340-1L, Standards for Airport Markings.

E. Obstructions to Navigation

- 1) The Authority and the FAA will not permit penetrations of the imaginary surfaces as defined in FAR Part 77 without advance notification and approval. It may be necessary to file Form 7460-1 with the FAA to obtain approval prior to operation of tall equipment. This includes any penetrations whatsoever by the applicant/contractor by vehicles, cranes, other construction equipment, structures, stockpiled materials, excavated earth, etc. When penetrations are unavoidable they will be brought to the attention of the Authority and the FAA as far in advance as is practical to allow Notices to Airmen (NOTAMS) to be prepared and distributed to appropriate FAA divisions for publication and dissemination.
- 2) The applicant/contractor will prepare appropriate sketches with precise locations shown on the Airport Layout Plan (ALP) along with elevations depicting the obstruction object's relationship to the imaginary surfaces.
- 3) The maximum height allowed on the AOA is ten (10) feet above ground level (AGL) unless, in special instances, the Authority and the FAA may waive this requirement. During times when the safety of flight operations could be impaired, particularly during Information Flight Rule (IFR) weather, or when the equipment is idle, all booms, towers and other movable appendages will be lowered to the maximum extent.

F. Access to the Construction Site

- 1) The applicant/contractor's access to the site will be as directed by the Authority. Airport employees may also use this access route. No other access routes are authorized unless approved by the Authority.
- 2) The applicant/contractor is responsible for immediate cleanup of any debris deposited along the access route as a result of construction traffic. The entire access route and construction site will be kept free and clean of all debris at all times and maintained in good repair by the applicant/contractor or their agents, and if damaged will be immediately repaired to the satisfaction of the Authority. Directional signage along the delivery route to the storage area, plant site or work site will be as directed by the Authority.

G. Applicant/contractor's Security Requirements

- 1) General
 - a) The applicant/contractor will comply with all requirements of the Airport Security Program as dictated by the Airport Police Department.

- b) All work performed in the secured area/SIDA/AOA will require workmen and vehicle clearance (badges and access permits) obtained through the Airport Security and Airport Operations Departments. Applicant/contractor and their employees requiring access to the secured area/SIDA must submit through the Airport Security Department a fingerprint based criminal history records check (CHRC) and a Security Threat Assessment.
- 2) Applicant/Contractor Safety & Security Orientation
The applicant/contractor will be responsible for all safety precautions. Prior to the commencement of the work the applicant/contractor, if requested, will provide the Authority an outline of a proposed accident and fire protection plan for all work contemplated under the contract.
- It is the applicant/contractor's responsibility to inform all their personnel or potential day laborer that if they should have outstanding warrants or attempt to access airport property with anything except the tools-of-their-trade the Airport Police Department will take immediate action.
- 3) Work Personnel Identification
The applicant/contractor's onsite supervisors will be badged with Airport ID badges provided by the Aviation Security & Technology Department – Access Control Office. All other non-supervisory personnel of the applicant/contractor and their subcontractor's will be issued an escort required badge supplied by the Aviation Security & Technology Department – Access Control Office on a daily basis. The applicant/contractor will maintain a master list of personnel issued badges, and it will be delivered to the Airport Communications Center by 9:00 AM daily. Personnel will wear the badge on outermost garment at all times while working on airport property to particularly include the AOA and all secure areas. All employees of applicant/contractor or subcontractors requiring access to the construction site are required to be supplied with identification badges to be worn at all times while within the area. Blocks of numbers can be assigned to subcontractors.
- 4) Vehicle Identification
The applicant/contractor will establish and maintain a list of all vehicles, including subcontractors, authorized to operate on the site. Vehicle permits, issued by the Airport Operations Department, will be assigned in a manner to assure positive identification of the vehicle at all times. All vehicles must be clearly identified with the name of the contractor/operator easily visible. The Authority requires each vehicle to display an airport decal and beacon when operating on the AOA.
- 5) Employee Parking
An area for parking applicant/contractor's employee vehicles may be designated and approved by the Authority. Parking will be accomplished in straight equally spaced rows. Applicant/contractor will organize traffic flow and parking patterns and supply traffic control signs and marking subject to approval by the Authority. Applicant/contractor will maintain the parking surface and pick up trash daily. No storage will be allowed at parking site.

- 6) Applicant/Contractor Security
Applicant/contractor agrees to abide by the provisions of the Transportation Safety Administration (TSA) and airport security plans. The badging process may take two weeks or more to complete. The Authority will not issue badges until an approved work permit is issued or by authorization from Development Services.

END OF CHAPTER 4

CHAPTER 5

AIRSPACE ANALYSIS

1. General

This section specifies certain minimum additional Authority permitting requirements for all new temporary or permanent facilities to include antennas, exterior additions, landscaping, and modification to existing facilities, and the use of construction equipment, including cranes, with an above ground level height greater than ten (10) feet. Interior modifications to facilities are exempt from this provision. Use of certain alternate methods and procedures may be permitted subject to the Authority's approval and acceptance. No work will commence until an approved permit is issued.

2. Requirements

- A. All proposed new work must comply with Federal Aviation Administration (FAA) airspace and design regulation standards. The Authority Planning & Environmental Compliance Department, 239-590-4609, will be notified of all planned new work, and coordination through Development Services should begin as early as possible during the conceptual and early design stages of the project. FAA review may take as long as 120 days from their receipt of our airspace analysis application.
- B. The form titled *Airspace Study Application* (Form ASA-18) must be submitted to Port Authority Development Services Department prior to the approval of the work permit for work covered under this section. This application is in addition to and separate from the work permit application. Additionally, separate applications may be filed for the facility work and for the use of tall equipment such as cranes for the same project. Applications are necessary for new antennas or changes to any existing antennas radiated frequency with a copy of the Federal Communications Commission (FCC) license attached.
- C. An electronic AutoCAD drawing file of the site plan, including crane area of maneuverability, any proposed new building footprints, parking lots, new roadways, and retention/detention areas will be required for exterior facility modifications and new construction unless otherwise agreed to by the Authority. The AutoCAD file is required to update the Authority's digital Airport Layout Plan (ALP). It must be consistent with the Authority's existing AutoCAD Standards, available through Development Services, and must be compatible with the latest release of AutoCAD, unless otherwise predetermined by the Authority.

3. Application Instructions

All applicable sections of the Airspace Study Application must be completed with emphasis on the location and height of all new structures or construction equipment.

END OF CHAPTER 5

CHAPTER 6

DESIGN & CONSTRUCTION STANDARDS

The General Construction Standards apply to both Southwest Florida International Airport (RSW) and Page Field (FMY). This chapter covers general standards. Additionally, when working at RSW the applicant/contractor must refer to the Tenant Improvements Design Criteria and Airline Graphics Standards as guidelines for all design and modifications to the Midfield Complex. These guidelines are in the appendix section of this manual.

1. Change Orders

If changes to the scope of work or equipment to be installed occur, the contractor, through the applicant, will submit those proposed changes to the Authority for review and acceptance prior to proceeding. The tenant will be solely responsible for the full cost of the work authorized under the permit. The Authority will not be responsible for any costs relating to the work, any change order, or other related expenses whether they were requested by the applicant or required by the Authority or any other regulatory agency.

2. Coordination and Inspection

The Authority's Development Services department will be the point of contact for all Authority Work Permit coordination and inspection.

The Authority may attend scheduled progress meetings or require additional meetings to be held at a time and place suitable to the Authority. The Authority will be advised as to the time and place of any general project coordination and progress meetings held by the applicant/engineer/contractor during the construction. Applicant/contractor will record minutes of any such meetings and distribute copies to Authority for review.

The Authority will be allowed access to all parts of the work and will be furnished with such information and assistance by the contractor as is required to make a complete and detailed inspection. The Authority reserves the right to issue a stop work notice at any time if unsafe conditions are observed, airport security is compromised, or the applicant/contractor fails to follow the provisions of the Work Permit program.

Other federal, state and local agencies may require the contractor to have permits and inspections in addition to those required by the Authority. The Authority will have no responsibility for ensuring that these permits or inspections are properly scheduled or completed. It is the tenant's and contractor's responsibility to ensure these items are properly completed and copies of the final signed documents forwarded to the Authority.

3. General

- A. These requirements and standards are in addition to and not in lieu of all other applicable local, state, and federal requirements or standards and are not all-inclusive.
- B. The tenant/applicant is responsible for all subtenant compliance with the Work Permit program.

- C. The applicant/contractor will in no way interfere with normal operational characteristics of any airport facility except as specifically indicated and specified in the Work Permit approved by the Authority.

4. Standards of Construction

- A. Codes, Rules, and Regulations
All work will comply with the Florida Building Code, local, state, and federal laws, rules, regulations, and codes, and accepted good architectural and engineering standards and practices.
- B. Permits
Any applicant/contractor doing work on authority property will be fully trained and appropriately licensed to perform the work. They will be familiar with and comply with all Authority, city, county, state, and federal codes, requirements, and standards affecting the proposed work. The applicant/contractor will obtain all required city, county, state or federal agency permits and submit copies to the authority prior to the issuance of a work permit. The work permit application must be signed by the tenant or their authorized designee.
- C. Equipment
 - 1) Only non-marking rubber-tire dollies and equipment will be used inside buildings.
 - 2) All carpeted floor areas in a work site will be protected by placing drop cloths, heavy plastic, or tarpaulins on the floor. A "walk-off" mat will be placed just inside or in an approved location of the barricade access. Any damage to carpeting in public spaces, due to construction activity, will be repaired or replaced by the Authority at applicant/contractor's expense.
 - 3) The use of gas, diesel or propane engines in unventilated areas is prohibited.
 - 4) The cleaning of concrete trucks on Authority property is prohibited.
 - 5) The use of any type of explosives on Airport property, unless specifically approved by the Authority in writing, is strictly prohibited.
 - 6) The Authority and the FAA will not permit penetrations of the imaginary surfaces defined in FAR Part 77 without advance notification and approval. This includes any penetrations whatsoever by the applicant/contractor including but not limited to vehicles, cranes, other construction equipment, structures, stockpiled materials or excavated earth. Specific height-zoning requirements are available upon request.
- D. Material Storage
Construction material is to be stored only in spaces and in a manner specified by the Authority for the particular project. Generally, construction material must be stored out of public view. If storage in or near a public area is permitted, a solid barricade, at a minimum, must separate the stored material from public access. The contractor and all subcontractors will work

cooperatively with all other trades and Authority employees. This coordination may include sharing of material and equipment staging areas and proper connections to adjoining facilities.

E. Demolition

Any demolition that will cause dust must be done behind closed doors of the tenant's space or protected from the public. If the area to be demolished is in an open area, not confined by doors, a dust barrier must be constructed to confine the work area. All demolition debris shall be handled in accordance with Lee County Ordinance 07-25.

Air conditioning ducts (supply and return) in the work area will be closed off in a manner acceptable to the Authority during demolition phases of the project to prevent dust from entering the system. This will be coordinated with airport maintenance.

Transporting debris through public spaces, if permitted, will be made only after coordination of times and routes with the Authority.

F. Temporary Construction Barricades

Applicant/contractor will furnish barricades, which are neat and uniform in appearance, to provide security and protection of the work area. The applicant/contractor will be fully responsible for the protection of the public and adjacent areas during the construction process. Applicant/contractor will safely isolate the construction areas while maintaining normal airport operations. All work and material storage areas will be separated from the common use public areas of the airport by use of barricades of a type and size approved by the Authority.

G. Building

- 1) Materials and finishes used in the work must have a fire rating at least equal to the rating required for the type space in which the work is to be performed.
- 2) No work may be performed that, when complete, will result in the degradation of the fire rating for the space.
- 3) Any penetration of existing ceilings or walls that break the fire rating of the area must be patched in accordance with the applicable NFPA requirements to restore the fire rating. All new cored holes in the slab and any existing abandoned holes will be properly sealed and made water tight.
- 4) Any existing ceiling access panel must remain in its present location and cannot be covered to prevent access.
- 5) Ceiling access from above will be done only with prior permission and coordination with the Authority.
- 6) The Authority must approve all floor and wall coverings. Proposed designs for floor and wall coverings in public areas should be submitted for approval prior to the purchase of materials.

- 7) Interior and exterior spray painting is prohibited unless specifically authorized in writing by the Authority.

H. General Electrical (includes communication, fire, and security)

- 1) A Lee County building or electrical and/or low voltage permit must be obtained and displayed at the work site. A copy must be provided to the Authority prior to work permit approval.
- 2) All work must conform to the National Electric Code and the specified Authority requirements.
- 3) Design, drawings, specifications, and materials standards:
Submit detailed electrical drawings that show all work to be performed. Drawings will show new branch or feeder circuits and identify panel and breaker numbers where originating, size of conduit, size of wire, number of conductors, and full load current. Provide a complete riser diagram if any electrical panels are added and include layout and elevations of all multiple raceways.

Electrical circuit design will provide for minimum operational disruption in case of emergency outages. For example, area lighting would be staggered in groups of three circuits so that any one tripped circuit does not result in an unsafe dark condition.

- 4) All fixtures, panels, boxes and other equipment will be designed and installed for easy access by maintenance.
- 5) All materials and equipment must match the existing equipment currently installed throughout the terminal complex.
- 6) Raceways and conduit:
All conductors, including temporary power, lighting, control or communication must be placed in conduit or routed in existing cable trays. All conduits must be concealed. Existing cables made non-operational may need to be removed from the conduit or cable tray, the Authority will determine on a case by case review.

I. Communication Systems (telephones and computer networks)

- 1) All cables being installed must be in conduit or routed by way of existing cable trays. The determination of how to proceed with abandoned cables depends on their location and will be made by the LCPA IT Department.
- 2) All conduits must be concealed. Special permission may be granted for exposed conduit in shop areas or some other place completely removed from office, commercial or public areas or as accepted by the Authority.
- 3) All cabling must be labeled with user name (tenant) and its route (each connection end).

- 4) Any cable above the main terminal ceilings (both levels) should be plenum rated, if free wired, with satisfactory support (J hooks) or in conduit.
- 5) All low voltage data cabling shall be installed by the Authority's current authorized contractor only unless otherwise approved by the Authority.

J. Antennas

- 1) All proposed roof penetrations are reviewed on a case by case basis. Antenna installations for television or other communication systems are to be installed in accordance with all applicable guidelines.
- 2) Cellular equipment antennas require a Lee County Planned Development Amendment.
- 3) The work permit application will list (under the scope of work section), type of system, transmitter/receiver location, antenna locations, owner, call numbers, frequency, and any other pertinent information available. This information is needed for review and approval procedures and maintenance of records.
- 4) All proposed new RF radiating antennas must be reviewed and accepted by the Authority and FAA for non-interference with existing equipment prior to installation. Acceptance will be provisional. The radio equipment must be immediately removed from service and modified by the tenant to the Authority's/FAA's satisfaction if the new frequency or equipment causes any interference with existing equipment when it is put into service.
- 5) A copy of the FCC license as required for the antenna must be provided to Development Services.
- 6) All cable/wire must be placed in concealed conduit or other approved raceways.
- 7) If approved, antennas must be supported by brackets attached to permanent masts designed and installed for this purpose, or they must be attached to some permanent stanchion (light pole, etc.) extending from roofs or buildings. Applicant/contractor will submit detailed drawings and cut sheets signed and sealed by an appropriately licensed professional engineer showing exactly how each antenna is to be mounted and that the mounting system meets the wind load requirements specified herein.
- 8) Each antenna will have a metal tag or similar permanent identifying device attached to it with the operator's name and frequency thereon.
- 9) All antenna mast and roof penetration ducts must be grounded for lightning protection.
- 10) Antennas supported by weighted bases sitting on the roofs of buildings are prohibited unless specifically approved in writing by the Authority.

- K. Facility Systems Additions, Modifications, and Alarms
- 1) All new security/access control, EMCS, fire protection, communications, paging or other facility system additions or modifications must match and be compatible with the Authority's existing systems. Coordination with the Authority's Aviation Security & Technology (AST) and Aircraft Rescue & Fire Fighting (ARFF) Departments will be required. Additionally, the authority reserves the right to specify the equipment manufacturer and contractor for any proposed changes to its systems.
 - 2) All work involving the fire protection systems must conform to the requirements of all applicable codes. Additionally all work must be designed, signed, and sealed by an appropriately licensed professional engineer; then submitted to, approved by, and final work inspected by the Authority's ARFF department.
 - 3) Extreme caution will be exercised when working near the fire alarm, security, and other systems so as not to accidentally activate alarms, doors, barriers, or other devices. Any accidental activation will be immediately reported to the Authority via Airport Communications (239-590-4810).
- L. Heating, Ventilation, and Air Conditioning (HVAC)
- 1) The applicant/contractor submittal drawings for any proposed modification to the HVAC system must describe the modification in detail. Modifications must be fully compatible with the existing system.
 - 2) Existing air conditioning access panels must remain in their present location and may not be covered or blocked.
- M. Cutting, Patching, and Core Boring
- 1) Do not cut and patch the following categories of work without Authority's written acceptance of procedures:
 - Structural steel
 - Miscellaneous structural metals, including lintels, equipment supports, stair systems, and similar categories of work
 - Structural concrete
 - Foundation construction
 - Bearing and retaining walls
 - Structural decking
 - Exterior wall construction
 - Piping, ductwork, vessels, and equipment
 - Water, moisture, vapor, air, and smoke barriers, membranes, and flashing
 - Noise and vibration control elements and systems
 - Control, communication, conveying, and electrical wiring systems
 - Primary operational systems and equipment
 - Roads and ramps
 - 2) Cutting, welding, open flames, spark producing equipment, and use of explosive operated fastening devices within the confines of the landside building, airside buildings, aircraft aprons, fuel farms, or other enclosures are prohibited unless specific written approval is obtained from the Authority.

- 3) All coring, drilling, and cutting into the concrete deck/floor must be done in a professional manner. Dry coring is preferred. All floor slabs must be scanned (X-ray or sonar) prior to coring. A core bit must be used. Impact drills will not be allowed. Shoddy/sloppy work will not be tolerated. Any damage to the area of the core shall be immediately repaired by the contractor.

- N. Concrete Slab Removal and Replacement
The removal and replacement of partial runway, taxiway, or apron concrete slabs is prohibited. Any slab removed by an applicant/contractor will be replaced with one of like design and strength and properly keyed or doweled into the adjoining slabs, unless otherwise approved by the Authority in writing.
- O. Landscaping
Applicant/contractor will obtain prior written approval from the Authority before making any additions, deletions, or other changes to the landscaping, landscape materials, or irrigation systems.

5. Environment Protection

The applicant/contractor will provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted, or that other undesirable effects might result. Applicant/contractor will avoid the use of tools and equipment that produce harmful noise and will restrict the use of tools and equipment creating excessive or disturbing noise to hours that will minimize complaints from persons or firms near the work site. All work will comply with all Authority's environmental permits.

Applicant/contractor installing monitoring wells or collecting soil samples for an airport tenant will notify the Authority's Development Services Department and obtain an approved work permit prior to initiating any on-site work.

6. Pollution Control

The applicant/contractor will:

- A. Provide methods, means, and facilities required to prevent contamination of soil, water, or atmosphere by discharge of noxious substances from construction operations. The applicant/contractor will take special precautions such that noxious fumes and odors from any construction activities do not enter any facility or the facility HVAC system.
- B. Provide equipment and personnel to perform emergency measures required to contain any spillage and to remove or remediate contaminated soil or liquids.
- C. Excavate and dispose of contaminated earth off site and replace with suitable compacted fill and topsoil.
- D. Take special measures to prevent harmful substances from entering waters.

- E. Prevent disposal of wastes, effluents, chemicals, or other such substances adjacent to streams or in sanitary or storm sewers.
- F. Provide systems for control of atmospheric pollutants.
- G. Prevent toxic concentrations of chemicals.
- H. Prevent harmful dispersal of pollutants into atmosphere.

7. Collection and Disposal of Waste

Applicant/contractor will:

- A. Collect and dispose of waste from work areas daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of materials in a lawful manner and in accordance with Lee County Ordinance 07.25. Disposal of hazardous waste shall be at a public facility properly licensed to dispose of the waste in accordance with all current rules and regulations.
- B. In case of non-compliance with the above, the Authority, after having given a 24-hour notice, has the right to take any corrective action required at the expense of the applicant/contractor.
- C. Burying or burning of any materials on Authority property or washing waste materials down sewers or drains is prohibited.

8. Limits of Construction

Any surface disturbed outside the construction limits as shown on the approved plans will be restored to the Authority's satisfaction at the applicant/contractor's expense.

9. Verification of Existing Conditions

The Authority does not guarantee the accuracy or the completeness of the location relating to existing utility services, facilities, or structures. IT IS THE APPLICANT'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 COMMUNICATIONS/UTILITY LINES, EXISTING UNDERGROUND STRUCTURES, ETC., PRIOR TO BEGINNING WORK IN THAT AREA. The applicant is responsible for assuring no interruption of service occurs by taking whatever actions and incurring whatever costs are necessary. Any interruption in service will be immediately corrected by the applicant at no cost to the owner. If such interruption is not immediately corrected by the applicant, the owner will perform the necessary repairs and the applicant or surety will pay for all costs related to these repairs.

The Authority will assist the applicant in determining whether utilities or underground features are in existence within or near the construction area. This information provided by the Authority, such as estimated depths and locations, should not be construed as a definitive determination of the site conditions. Rather, this information as provided by the Authority is merely an attempt to assist the applicant and should

only be used as a general guide in locating underground utilities and features. It remains the contractor's responsibility to accurately locate all underground items.

10. Safety and Protection

Since work areas may be accessible to and used by the public, the Authority, and other companies doing business at the Airport during the construction period, it is the applicant/contractor's responsibility to maintain each work area in a safe, hazard free condition at all times. Should the authority find the area unsafe at any time, it will notify the applicant/contractor, and the applicant/contractor will immediately stop work and take whatever steps necessary to remedy the unsafe condition. Should the applicant/contractor not be immediately available for corrective action the Authority will remedy the problem and the applicant/contractor will reimburse the Authority for the expense of such correction to include any administrative fees.

Fixed structures, equipment, paving, landscaping, and vehicles (automobiles, trucks, etc.) will be protected with drop cloths, shielding, and other appropriate measures to ensure maximum protection of all property and vehicles.

11. Reporting of Accidents and Incidents

The applicant/contractor's personnel will immediately report all accidents or unusual incidents occurring on the airport premises to the Authority's Airport Communications Department at 239-590-4810. When an event of an unusual or significant nature occurs at the site, the applicant/contractor will advise the Authority as soon as possible when such events are known. The applicant/contractor will prepare and submit a special report to the Authority representative listing the chain of events, persons participating, response of applicant/contractor's personnel, an evaluation of the results or effects and other pertinent information.

The applicant/contractor will submit special reports directly to the Authority within one day of occurrence. Copies of the report will be submitted to the tenant and other entities that are affected by the incident within one day of occurrence.

12. Work Hours

Work hours within existing buildings will comply with any special Authority requirements and the following limitations:

- A. Unless otherwise specified, work may proceed at any time (24 hours a day) with the following exceptions:
 - 1) All work areas above suspended ceilings in areas open to access by the public, tenant, and non-construction personnel will be restricted to times when these areas are unoccupied, typically 1:00 AM to 5:00 AM on the baggage claim level and 11:00 PM to 5:00 AM on the ticketing level unless specifically approved in writing.
 - 2) All work in areas above roadways will be restricted to periods between 1:00 AM and 6:00 AM on the arrivals (first) level and 11:00 PM and 5:00 AM on the departure (second) level unless specifically approved in writing.

- 3) Work inside a total isolation area (i.e. barricaded floor to the underside of the deck) of a site may proceed at any time (24 hours a day) unless it causes a problem with passengers or adjacent tenants.
 - 4) Utility service connections shall be done during off-peak hours or at a time specifically designated by the Authority.
- B. Disruptive work, including excessive noise, offensive fumes, and similar events, will be conducted so as not to interfere with the normal operation of the Airport. Disruptive work will be scheduled and conducted by the applicant/contractor during the evening hours as designated by the Authority. When directed by the Authority to cease disruptive work the applicant/contractor will immediately suspend and discontinue the disruptive work and will not resume until remedial action is taken.

Work hours on the AOA will comply with any special Authority requirements for the specific work and will be approved in writing, in advance, by the Authority.

13. Maintenance of Traffic

When the work is in a vehicular traffic or pedestrian area, arrange it to avoid disruption of normal traffic patterns. Applicant/contractor will provide, erect, and maintain effective barricades, danger signals, signs, and equipment to provide protection of the work and the safety of the public throughout the area. Applicant/contractor will maintain traffic within the limits of the project for the duration of the construction period, including all temporary suspension of work as well as the construction and maintenance of any necessary detour facilities; the furnishing, installing and maintaining of traffic control and safety devices during construction, the control of dust, and any other special requirements for safe and expeditious movement of traffic and pedestrians. Maintenance of traffic will include all facilities, devices and operations required for safety and convenience of the public and to minimize public nuisances.

Applicant/contractor will not obstruct or create a hazard during the execution of the work and will be responsible for repair of all damage to existing pavement or facilities caused by the operations.

If required, the applicant/contractor will present a ***maintenance of traffic plan*** at the preconstruction meeting. The applicant/contractor's responsibility for the maintenance of traffic will commence the day work begins on the Airport and will continue until the Authority accepts the work.

All construction vehicles are required to use established project ***haul traffic routes***. Normal airport traffic lanes will not be used as staging areas for delivery vehicles. The applicant/contractor's employees will use the designated employee parking area for the project. Adequate accommodations for intersecting and crossing traffic will be provided and maintained. Except where specific permission is given, no road or street crossing the project will be blocked or unduly restricted.

Adequate ***traffic control devices***, warning devices, and barriers are the responsibility of the applicant/contractor. These devices and barriers will be erected by the applicant/contractor prior to the start of work to avoid the creation of any hazardous condition and in conjunction with any necessary re-routing of traffic. The

applicant/contractor will immediately remove, turn or cover any devices or barriers that do not apply to existing conditions.

The applicant/contractor will make the Authority aware of any scheduled operation that will affect traffic patterns or safety a minimum of seventy-two (72) hours in advance to allow for adequate review of the plan.

The applicant/contractor will provide competent **flagmen** to direct traffic where one-way operation in a single lane is in effect and in other situations as required by the Authority.

Necessary **traffic signs** are the responsibility of the applicant/contractor and may be furnished and installed along the existing construction traffic route. The signs will depict the applicant/contractor logo or name, directional arrows and "deliveries." Signs will be a sufficient size for a minimum 6-inch high message and located in advance of each decision point. All signs and their locations must be approved by the Authority and should meet current FDOT standards.

Notification to the Authority will be given a minimum of seventy-two (72) hours in advance when construction traffic is expected to be heavy or when **oversized pieces of equipment** are to be delivered.

All applicant/contractor's **material orders for delivery** to the Airport will use as a delivery address, the street name and number assigned to the job site. The name Southwest Florida International Airport or Page Field Airport shall not be used in the delivery address at any time. All materials and equipment for the project shall be delivered to the work site receiving area and made only during the applicant/contractor's working hours. Authority personnel will not accept any deliveries related to the project at any time.

Work personnel shall adhere to the following:

- A. To the maximum extent possible, all construction personnel will be restricted to the applicant/contractor's work areas. Workers will be appropriately attired to perform their work. RSW Airport ID badges must be properly displayed, if required.
- B. When walking from the applicant/contractor's parking lot to the job site, existing walkways and crossings will be used. Vehicle traffic lanes will not be used as walkways.
- C. The applicant/contractor's workers will not utilize public areas when taking their "work or lunch breaks". The Authority or tenant will designate areas for this purpose upon request.
- D. The applicant/contractor's personnel will not use restaurants, lounges, or other concession areas within the Airport unless expressly approved by the Authority.
- E. Public elevators and escalators will not be used at any time for the transporting of construction personnel or materials. Additionally, the entry to all elevators and escalators will not be blocked at any time unless specifically approved by the Authority.

14. Cleaning and Protection of Property

The applicant/contractor shall take any and all steps necessary, as requested by the Authority, to protect the public investment in the Airport facilities. Any disruption to Airport operations or damage to Airport facilities due to the applicant/contractor's construction activity will be modified, repaired, or replaced by the Authority at applicant/contractor's expense. The Authority may elect to collect the cost of such repair or replacement from the applicant or its surety.

15. Testing

Unless otherwise specified in writing, all testing costs will be borne by the applicant/contractor.

16. Daily Clean-up and Trash Removal

All debris from the applicant/contractor's work will be promptly removed from the site at least daily and will not be allowed to become a hazard to the safety of the public.

Accumulation of trash will not be allowed and any Authority representative may at any time direct the applicant/contractor to immediately remove trash and debris from the work site when, in the opinion of the Authority, such trash constitutes a nuisance or in any way hinders the work or the Airport's operations.

No hazardous materials will be stored on airport property unless approved by the Authority and located in designated areas according to NFPA regulations.

The applicant/contractor shall comply with Lee County Ordinance 07-25 for all construction debris removal, as necessary.

17. Final Cleaning

The applicant/contractor will perform or provide final cleaning of the work site consisting of cleaning each surface or unit of work to normal "clean" condition.

All temporary protection devices and facilities installed during the course of the work shall be removed upon approval of the Authority.

The applicant/contractor shall comply with safety standards and governing regulations for cleaning operations. The applicant/contractor will not burn waste materials, bury debris, discharge volatile or other harmful or dangerous materials in drainage systems. All waste materials will be removed from the site and disposed of in a lawful manner.

END OF CHAPTER 6

CHAPTER 7

UTILITIES

1. General

Existing facilities, utilities and features depicted on any plan provided by the Authority are not guaranteed to be accurate with respect to location, condition, and characteristics. Also, there may be additional facilities and features existing that could affect the work that are not depicted or described in the documents. Prior to beginning construction, it is the contractor's responsibility to make a thorough investigation of the project area, by performing locates or using other methods to determine if there are potential interferences or problems within the area thereby affecting the project. The contractor hereby agrees to make no claims against the Authority and/or its representatives relating to the existence or lack thereof, location, condition, and/or characteristics of any existing facilities or features.

2. Protection of Existing Utilities

- A. FAA cables, electric power lines, telephone or data lines, airport cables, airline communication cables, water lines, irrigation lines, sanitary force mains and fuel and gas lines may be located in the areas of construction. Disruption of these utilities could seriously disrupt the operation of the airport. The contractor is required to field verify actual locations of all cables and utilities, including fuel and gas lines prior to construction.
- B. Power and control cables leading to and from any FAA Navigational Aids (NAVAIDS) and other facilities will be marked in the field by FAA personnel for the information of the contractor before any work in their general vicinity is started. Thereafter, through the entire time of construction, the applicant/contractor will protect the cables from any possible damage, including crossing with unauthorized equipment, etc. No grading will be permitted over the FAA cables under any condition.
- C. It is understood and agreed that the Authority 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 any plans or encountered in the work. Any inaccuracy or omission in such information will not relieve applicant/contractor of their responsibility to protect such existing features from damage or unscheduled interruption of service.
- D. Where the outside limits of an underground utility service have been located and staked on the ground, the applicant/contractor will be required to use excavation methods acceptable to the Authority within three (3) feet of such outside limits at such points as may be required to ensure protection from damage due to the applicant's/contractor's operations.
- E. Should the applicant/contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, applicant/contractor will immediately notify the proper utility and the Authority and will take all reasonable measures to prevent further damage or interruption of service. The applicant/contractor, in such events, will cooperate with the utility service or

facility owner and the Authority continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

- F. The applicant/contractor will bear all costs of damage and restoration of service to any utility service or facility resulting from applicant's/contractor's operations, whether or not due to negligence or accident. The Authority reserves the right to collect such costs from the applicant, contractor, tenant or the surety.

- G. Airport owned facilities and properties and privately owned facilities located on airport property, including underground cabled, pavements, piping, buildings, turf areas, vehicles, and other facilities/improvements that are damaged by the applicant/contractor will, at the election of the Authority; (1) be replaced/repared by the applicant/contractor to the satisfaction of the Authority, or (2) be replaced/repared by the Authority at the applicant/contractor's expense.

END OF CHAPTER 7

CHAPTER 8

TEMPORARY FACILITIES & STAGING AREAS

1. General

This chapter specifies certain minimum temporary facilities to be provided, regardless of methods and means selected for performance of the work, but not by way of limitation and not assured for compliance with governing regulations. Use of alternate temporary facilities may be permitted subject to Authority's approval and acceptance.

- A. *Energy Considerations:* Applicant/contractor will use temporary facilities in a manner which conserves energy without delaying work or endangering persons or property.
- B. *Costs:* Except as otherwise stated by the Authority in writing, all costs associated with temporary facilities will be the applicant/contractor's. Temporary facilities will remain the property and responsibility of the applicant/contractor.
- C. *Dust Control:* Adequate measures will be taken to prevent the transfer of dust to all other areas of the construction site.
- D. *Noise Control:* Where work is being conducted in or adjacent to occupied areas, the applicant/contractor will make every effort to keep construction noise to a minimum. All high noise or disruptive operations will be scheduled at night or at times specified by the Authority.
- E. *Fire Protection:* In addition to providing temporary water service for construction and the placing of permanent fire protection facilities in operating condition at earliest feasible date, applicant/contractor will provide fire extinguishers of types and sizes recommended by NFPA or any other governing authority or agency that will include Type A extinguishers in field offices and for similar exposures and Type ABC in construction areas. Extinguishers will be located near each entrance. Applicant/contractor will prohibit smoking except in marked, non-hazardous areas. Smoking in existing premises is prohibited.
- F. *Environmental Protection:* Applicant/contractor will review possible exposure to environmental problems with designer, tenant, and Authority. Applicant/contractor will establish procedures and discipline among tradesmen and provide needed facilities that will protect against environmental problems (pollution of air, water and soil, excessive noise, and similar problems).

2. Temporary Protection

Applicant/contractor will:

- A. Provide facilities and services as necessary to effectively protect the work from losses and persons from injury during the course of construction.
- B. Not modify the existing utilities for use by the applicant/contractor.

- C. Not interrupt existing services serving occupied or used facilities, except when authorized in writing by the Authority. Applicant/contractor will provide temporary services during interruptions to existing utilities as approved in advance by the Authority.
- D. Furnish all electrical, water, and sanitary utilities or facilities as required unless otherwise agreed to by the Authority in writing.
- E. Provide temporary power, telephone, and system connections, where required by Authority, to continue operation of existing equipment or systems during construction.
- F. Replace any damaged receptacles; provide temporary extension rings, wiring, boxes, and related hardware to allow power, telephone, and systems to function normally during the interim period between removal of existing surface treatment(s) and installation of new treatment.

3. Temporary Staging/Storage Areas

- A. Applicant/contractor may provide a trailer or mobile building field office for their use. The location of such a facility must be approved by the Authority, and all costs for connections to utilities will be paid for by the applicant/contractor.
- B. Equipment not in use during construction, night and/or holidays, will be removed from the Airport or parked in areas designated by the Authority. Construction workers' private vehicles will be parked within the areas designated by the Authority.
- C. During construction, the applicant/contractor will maintain work areas and areas under applicant/contractor's control in a neat condition.
- D. Applicant/contractor vehicles, equipment and materials will be stored in the areas designated. Upon completion of the work, the staging and storage areas will be cleaned up and returned to their original condition, to the satisfaction of the Authority. Applicant/contractor will remove all construction fencing and barricades from the project site. Personal services for employees and subtenant/contractors will not be permitted beyond the applicant/contractor's parking area. Drivers of vehicles being operated beyond this area will be subject to loss of permission to enter the construction site.
- E. If additional storage areas are needed, the applicant/contractor may request such areas from the Authority. The request will be reviewed on the basis of what is to be stored and the area needed. The applicant/contractor will provide any necessary fencing and/or security.
- F. Applicant/contractor will maintain construction area free of water accumulation. Do not endanger the work site or adjacent properties.

4. Temporary Utility Services

- A. The applicant/contractor will coordinate the requirements for temporary utilities with the Authority and will install at the applicant's expense all necessary

utilities in a safe, acceptable manner. Should leaks, breaks, etc. occur during installation or use, the applicant/contractor will immediately notify the appropriate utility personnel and promptly repair the utility to keep disruption of service to a minimum.

- B. All wiring will meet all safety requirements of the National Electric Code, Florida Building Code, and the Authority's Criteria Manual.
- C. The applicant/contractor will provide all temporary lines and connections from existing sources of water as required for the work. Applicant/contractor is responsible for proper drainage of water used.
- D. The applicant/contractor will furnish all temporary wiring, piping connections and other apparatus that is needed to operate the utilities and will remove all evidence of same when work is complete.
- E. The applicant/contractor is responsible for obtaining and paying for all utilities that applicant/contractor requires at the project site.

END OF CHAPTER 8

CHAPTER 9

RESOURCES

The following resources are available through the Development Services Department of Lee County Port Authority:

- Southwest Florida International Airport property boundary map that concentrates on terminal building, out buildings and runway and parking areas.
- Southwest Florida International Airport mitigation area property boundary map.
- Page Field property boundary map.

Additional information that may be useful can be found on the Lee County Port Authority web site –

www.flylcpa.com

END OF CHAPTER 9



11000 Terminal Access Road #8671
Fort Myers, FL 33913

**Lee County Port Authority
WORK PERMIT APPLICATION**



5200 Captain Channing Page Drive
Fort Myers, FL 33907

PROJECT NAME:

PROJECT DESCRIPTION:

ITEMS REQUIRED FOR REVIEW INCLUDE: Drawings, Specifications, Permit copies (all required outside agencies), Insurance Certificates, Indemnification & Hold Harmless Agreement, Approved Lease Agreement, and if applicable, Payment & Performance Bonds and Federal Aviation Administration Airspace Approval.

PROJECT LOCATION - Southwest Florida International Airport Page Field Airport
Check all that apply Airside - inside security fence Landside - outside security fence Terminal or other building

TOTAL COST EST **ESTIMATED START** **ESTIMATED FINISH**

Tenant and Contractor acknowledge receipt of the Lee County Port Authority Leasehold Development Standards & Procedures and agree that in consideration of issuance of this Work Permit to be bound by the terms and conditions of same.

TENANT INFORMATION -
Tenant Address
Contact Phone Email

APPLICANT INFORMATION*-
(If representing tenant) Name Address
Contact Phone Email

* Must be authorized to represent tenant in all matters. All questions will be directed to applicant for resolution.

CONTRACTOR INFORMATION -
Name Address
Contact Phone Email

GC Florida License #

ARCHITECT/ENGINEER/DESIGNER- (If available) Name Address
Contact Phone Email

All submitted information is complete and accurate and is in accordance with any lease agreements with the Port Authority. It is understood that approval of this project does not obviate the need to comply with applicable terms and conditions of any lease agreement and obtain the applicable permits or approval issued by any other governmental agency and required by ordinance, regulation or law.

Date/Time **Signature**

If any questions arise regarding the information required within this application, please contact the Port Authority Development Services Representative @ 239-590-4607.

APPLICANT MUST COMPLETE THIS FORM IN ITS ENTIRETY

Date rcv'd by LCPA

Form WPA-18E

Assigned WP #

LCPA WORK PERMIT PROCESS CHECKLIST

Applicant notifies Lee County Port Authority (Authority) Development Services Department of upcoming modification or construction project on leased airport property. This is done by contacting Development Services representative Debra Zemaitis 239-590-4607. The Authority representative will guide the applicant through the work permit procedures. A completed work permit application starts the process. The application may be delivered in person, by fax, or by e-mail to dkzemaitis@flylcpa.com.

The applicant may be the tenant, contractor, service provider or other authorized designee requesting permission to modify existing facilities or construct new facilities on Authority property.

The following list denotes what the Authority needs from the applicant to process the work permit application before issuing the actual work permit.

- Project Plans & Specifications (to include drawings, exhibits, sketches etc.)
- Federal Aviation Administration Airspace Approval for structures, towers, and/or construction equipment such as cranes (if required – this process may take 120 days)
- Payment & Performance Bonds or Letter of Credit or other Surety – Required for all projects totaling \$200,000 or more. The Bonds must equal the estimated project cost.

Projects less than \$200,000, the Authority may request Payment & Performance Bonds, a Letter of Credit or other Surety based on the scope of work. A written Bond Waiver may apply.
- Certificate of Insurance naming Lee County Port Authority as additional insured. Coverage must include General Liability, Worker's Compensation, and Automobile Coverage. Liability limits depend on the scope of the project.
- Approved Lease Agreement (construction will not be authorized prior to Board or Authority approval of the lease)
- Executed Indemnification & Hold Harmless Agreement
- Copies of all required local, state or federal permits – may include but not be limited to the following agencies:
 - Lee County Building Permit
 - South Florida Water Management District Permit
 - US Army Corps of Engineers Permit
 - Lee County DRI Development Order
 - Lee County Development Order
 - Lee County Health Services approval
 - Florida Department of Environmental Protection
 - National Pollutant Discharge Elimination System (Co-permittee) Permit
 - National Pollutant Discharge Elimination System Construction Permit
 - Federal Communications Commission License (for antennas)
 - Other permits (such as electrical, plumbing, demolition, etc.)
- All other project details and pertinent information



LCPA AIRSPACE STUDY APPLICATION

INSTRUCTIONS: Applicant shall fill out all applicable information, sign & date the application. Based on this information, an FAA Airspace Study/Analysis shall be conducted prior to issuance of construction authorization. The FAA approval process may take 120 days. Authorization for construction cannot be given prior to FAA comment & approval.

1. Airport location work site: (check one)
 Southwest Florida International Airport Page Field
 Provide a location map of the work site with this application

2. Airport contact information: Development Services Lee County Port Authority 11000 Terminal Access Road, Suite 8671 Fort Myers, FL 33913-8899 239-590-4614	Airport Owner information: Lee County Board of County Commissioners PO Box 398 Fort Myers, FL 33902-0398 239-335-2259
---	---

3. Applicant's information:
 Contact Name:
 Firm:
 Address:
 Tel. #: _____ E-Mail: _____

4. Description of construction and/or structure to include hangar, addition to hangar, taxiway extension, ALP, temporary crane and identify type of materials being used (metal siding or roof, concrete panels, extensive glass, etc.). If a crane is necessary, indicate hours of use: crane hours
 Project description

In addition, complete page 2 of this form for specific information.

Approximate Construction Start Date: date Approximate Construction Completion Date: date

5. The proposed project is: TYPE (check all that apply) <input type="checkbox"/> New construction <input type="checkbox"/> Alteration <input type="checkbox"/> Crane <input type="checkbox"/> Other equipment	Check appropriate box: <input type="checkbox"/> Permanent <input type="checkbox"/> Temporary (Estimated duration <u> </u> months)
--	--

6. Project location: Coordinates: (to nearest hundredth of a second...i.e. 26 degrees, 34 minutes, 50.50 seconds North latitude) Information can not be obtained by use of a hand-held GPS. Latitude: _____ Longitude: _____	Data Source: <input type="checkbox"/> Inserted on ALP <input type="checkbox"/> Survey Reference Datum: <input type="checkbox"/> NAD 83 – horizontal <input type="checkbox"/> NAVD 88 – vertical
---	---

Project site location (or crane) with respect to airport features: (indicate on Airport Layout Plan [ALP])

- Distance from project site to nearest point on runway end: _____ ft.
- Distance from project site to nearest point of runway centerline: _____ ft.
- Distance from nearest point of runway end to point of centerline nearest to project site: _____ ft.

7. Height and Elevation (complete to nearest foot)

- Elevation of site above mean sea level: _____ ft.
- Height of structure including all appurtenances and lighting (if any) above ground or water: _____ ft.
- Overall height above mean sea level (total of above) _____ ft.

I hereby certify that the above statements made by me are true and correct. In a case where signature is on behalf of a firm or corporation I have full power and authority to act on behalf of the firm or corporation in the submittal of this application for permit.

Date	Name/title of person filling form	Signature
------	-----------------------------------	-----------



LCPA AIRSPACE STUDY APPLICATION

Instructions: Applicant shall check the appropriate box and/or provide information for those items that are relevant to the proposed work.

ANTENNA:

Freestanding Guyed

Radiated power: _____ Frequency/Band: _____ FCC License number: _____

BUILDING STRUCTURE:

Orientation: _____

Use: _____

Height: _____ ft.

Length: _____ ft.

Width: _____ ft.

Construction material: _____

Major light/Electrical sources: _____

CONSTRUCTION EQUIPMENT:

Equipment type: _____

Horizontal (tower/crane) - Arm length _____ ft. Vertical height _____ ft.

Vertical Non-guyed - Maximum height _____ ft.

Vertical Guyed - Maximum height _____ ft.

UTILITIES/SUBSTATIONS:

Light pole height: _____ ft.

Pole material: _____

Number of utility lines: _____

Vertical configuration: _____

Horizontal configuration: _____

Sign height: _____ ft.

STOCKPILE:

Describe: _____

VEGETATION:

Describe: _____

FENCE:

Height: _____ ft. Material type: _____

WATER FEATURE:

Size of feature: _____ Acres Use: _____

Describe: _____

PAVEMENT:

Surface: _____ Square footage: _____

Describe: _____

MISCELLANEOUS:

Describe: _____



STANDARD INDEMNITY & HOLD HARMLESS AGREEMENT

Date

The applicant,

agrees that as an express condition of an approved work permit, the Lee County Port Authority (Authority), members of its Board, and its officers, agents, and employees, will be free from any and all claims, debts, demands, liabilities, or causes of action of every kind or character, whether in law or in equity, by reason of any death, injury, or damage to any person or persons or damage or destruction of property or loss thereof, whether it be by person or property of applicant, their agents, employees or subcontractors from any cause or causes whatsoever while in or upon or with respect to the use of the premises or any part thereof during the term of the work permit. The applicant hereby covenants and agrees to defend, indemnify and to save harmless the Authority, members of its Board, and its officers, agents, and employees, of and from any and all such claims, demands, debts, liabilities, and causes of action to include attorney's fees and costs. Execution and submittal of the Standard Indemnity & Hold Harmless Statement, Form HHS-16E is required.

Signed in the presence of:

TENANT, APPLICANT OR CONTRACTOR

Witness -

Name -

Witness -

Title -

Signature -

Please indicate one of the following: Corporation Partnership Company Individual

LEE COUNTY PORT AUTHORITY TENANT DESIGN GUIDELINES

INTRODUCTION

These Tenant Design Guidelines (Guidelines) have been developed to assist tenant and service providers, their architects and designers in adhering to the quality standards required by the Lee County Port Authority (Authority).

It is the responsibility of the tenant/service provider, its designers and contractors to obtain and be familiar with the Guidelines and the construction procedures for Southwest Florida International Airport (RSW) before commencement of any work.

Concession tenants at RSW will be located in the pre-security Terminal Building area behind the ticket offices and in the three Concourses B, C and D.

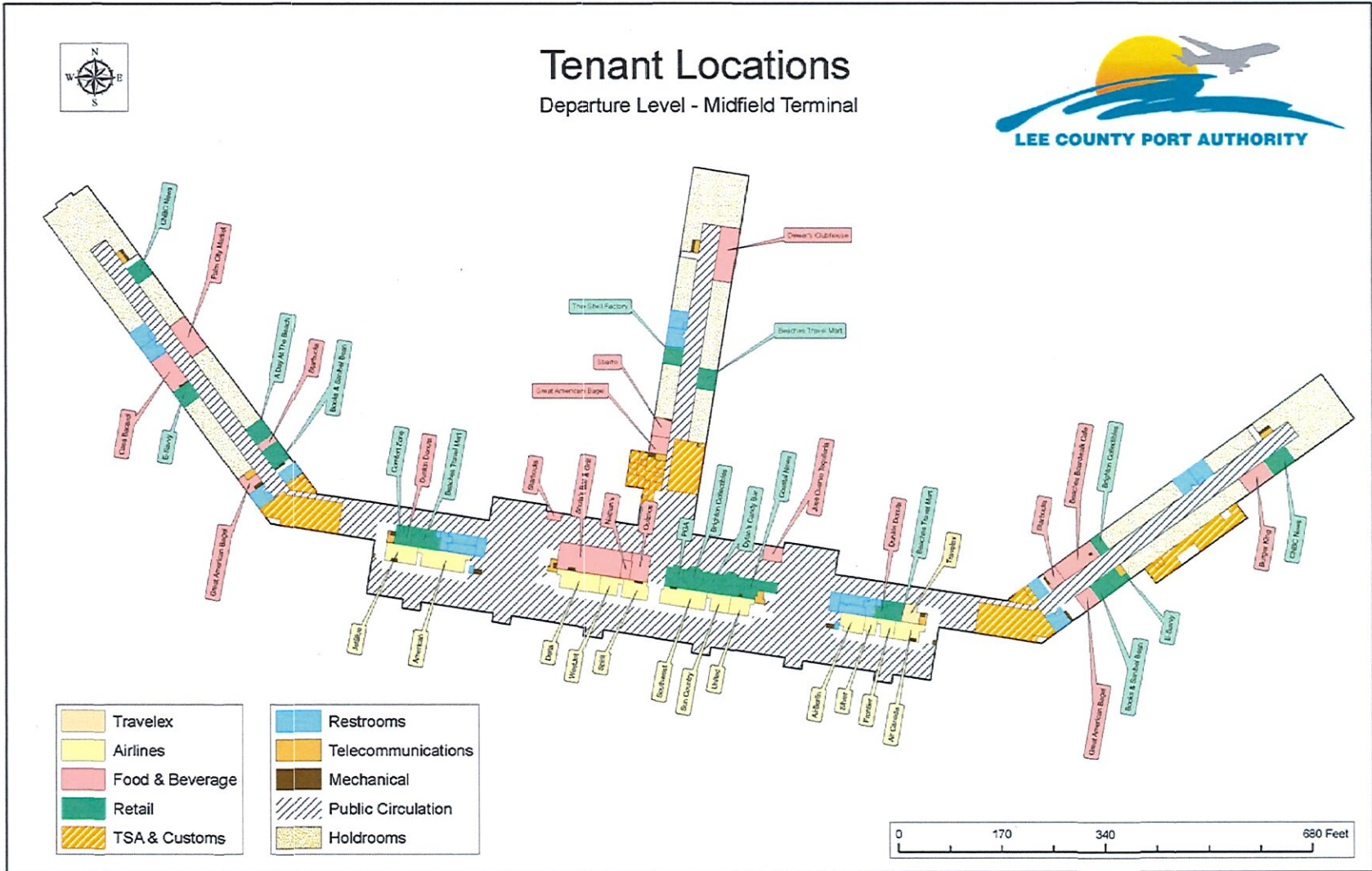
The terminal concession areas are characterized by its 60 foot width and great length, providing ample circulation in front of the stores, allowing the stores to project from the column line.

The ceiling height in this area is 12 feet above finished floor. The north facing wall is glazed and overlooks the airfield allowing daylight into the space. The entrance to Concourse C is located in the center of the terminal building concessions area.

The concourse shops front along the thirty foot wide circulation area of each concourse. This circulation area has high vaulted ceilings and clerestories that flood the space with daylight. The traffic circulates along the fronts of the stores to and from the gates.

The differences in architecture and lighting between the terminal and concourse area call for different characteristics in the design of the tenant spaces. Terminal building tenants are located in an area that includes a "projected storefront zone." This area is identified as such because part of the demised premise may be considered to be "outside" and part of the circulation space. The limits of the store enclosure determine what part is inside or out. The areas that can be "outside or outdoors" are designated on the leasing plans as "projected area." The intent is to create a line of stores of different shapes and depths that simulate a village or market place, with open spaces in between that can contain "outdoor" seating areas for restaurants or displays.

The circulation ceiling floats over the extended zone. The store enclosures can be of various heights up to, but not touching, the ceiling. This creates variety in the heights of each storefront. The storefront projections are allowed to interrupt the bulkhead graphics band.





Tenant Locations

Arrival Level - Midfield Terminal



3

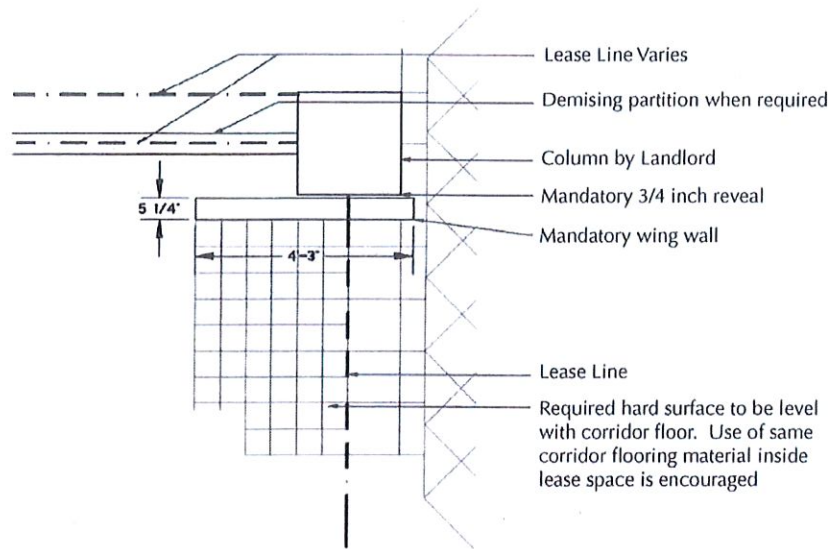
2018 Update

July 2016

LEASE LINE & DEMISING PARTITIONS

Lease Line –

The lease line for each tenant/service provider area is as shown on the tenant lease exhibit for their space. Generally it is located on the outside face of the demising partitions when the partition separates the leased space from a public area and in the center of the partition when it divides one tenant from another.



Demising partitions –

The airport provides demising partitions of a 6-inch steel stud with a 5/8 inch gypsum board face on the public side of the tenant space up to the structure. Tenant must install any blocking in the partitions necessary to support merchandising units and the gypsum face of the partition, and finish inside the leased space.

Where necessary, a fire rated or other completed partition may be provided. All tenant work on said partitions must retain the original rating and integrity of the wall.

All partitions are gypsum board on metal stud framing. Demising partitions between multiple tenants and any common, public, or service corridor must extend to the existing structure above. All partitions extending to the existing structure must include openings to maintain return-air plenums. All tenant walls are to be finished. Tenants requiring security protection may install expanded wire mesh or weld wire fabric within the return-air opening. If heavy shelving or attachments are to be installed, the demising wall must be reinforced.

If fire rated walls or other existing construction must be opened or cut through to extend services to the leasehold, the tenant/service provider must preserve the original rating and construction.

All non-demising partitions within the leased space interior are to be constructed at the tenant/service provider's expense. Interior full height partitions are to extend 8 inches minimum above the finished ceiling; partial height partitions must be a minimum of 36 inches above finished floor.

Permanent attachment to concrete columns with mechanical fasteners or adhesives is not permitted unless authorized in writing from the Authority. Tenants are permitted to enclose columns with systems that are self-supporting or free standing when these occur within their leasehold. Columns at storefront are shielded from the leased space by a freestanding wing partition with a 3/4 inch mandatory reveal separation from the column. Deviations from this directive are reviewed on a case by case basis and occur only with approval from management.

The face of the column is left exposed. Column should be protected during construction to prevent damage to the applied finishes. Any damage to column will be repaired by landlord at tenant's expense.

PROJECTED AREAS

Tenants with one bay or less can extend the front of their store up to 15 feet using a geometric shape to delineate their store front in plan. Only 30 percent of their enclosure can fall directly along the 15 feet limit line. The rest of the enclosure must angle or curve back to meet the side demising lease line, or step back a minimum of five feet.

Tenants with more than one bay can extend their enclosed storefront the width of one bay forward 15 feet. That extension can be entirely along the 15 feet limit line, if desired.

Portable displays can be rolled out into the extended storefront area, or furniture or seating for the restaurants, as approved by the Authority.

Barriers not permanently affixed to the floor, such as stand up eating counters, can be used to separate the lease area from the circulation, if desired. These must be designed to stand freely and securely, without toppling over. Length of barriers must not exceed 50 percent of tenant frontage width.

STOREFRONTS

GENERAL

The Airport encourages tenants to make the storefronts exciting and unique. The storefront consists of the neutral frame and the store enclosure. The area immediately inside the store front is considered the "design control zone." Design in this area is limited to Authority approval.



Typical storefront

Tenants are required to provide a means of securing the leasehold during non-operational hours.

The following store closure types are encouraged:

1. Concealed rolling security grilles.
2. Out-swinging frameless glass doors on concealed pivoting hinges.

For fire department access, storefront doors must be keyed for access from the concourse and be furnished with keys and cores matching the Airport master key system.

All storefronts, excluding doors, must have a 6 inch minimum base of material such as granite, marble, natural stone, polished stainless steel, or other durable material adhered to a solid backing. Vinyl, rubber, or wood bases are not allowed unless otherwise approved by management.

If a storefront is enclosed with out-swinging doors on pivots, they must swing within the leased space.



Rolling security grille

For open storefronts, rolling vertical security grilles are acceptable provided they are totally concealed during operating hours. Concealed grilles must be located a minimum of 2 feet – 6 inches from the lease line. Grilles must be suspended and supported from the existing building structure and may not be attached to any finish framing or neutral frame element.

Security grilles are to have a natural aluminum finish and straight grille pattern. Side and bottom rails are to be natural aluminum color.

Use of the following materials on the storefront and within the design control zone is strictly prohibited unless justified and approved by management:

1. Simulated versions of any material such as brick, stone, or wood.
2. Plastic laminates.
3. Pegboard, slat board walls, or fixture systems.
4. Vinyl wall covering, fabric, or wallpaper. Decorative murals are subject to Authority approval.
5. Simulated paneling, pre-finished or scored plywood products, or diagonal wood siding.
6. Highly textured paint or stucco.
7. Shingles, cork, or wall mounted carpet.
8. Masonry with highly textured surfaces or sharp corners.

Characteristics of the storefront Guidelines that differ for the terminal building and the concourses are covered later in this section.

CONCOURSES

Concourse tenants are permitted to build pediment elements to contain the entrance to their leased spaces and to carry their signage.

Pediments that are portals may frame the leased space or contain the entrance to the store. For tenants over 900 SF, these may never be more than one bay (30 feet) wide.

A minimum of 70 percent of the storefront must be transparent or open, not including kitchens.

Pediments can extend 6 inches in front of the column line. Signage components of the pediment may protrude 9 inches.

Pediments do not require a vertical element extending to the floor plane, but can float to the bulkhead.

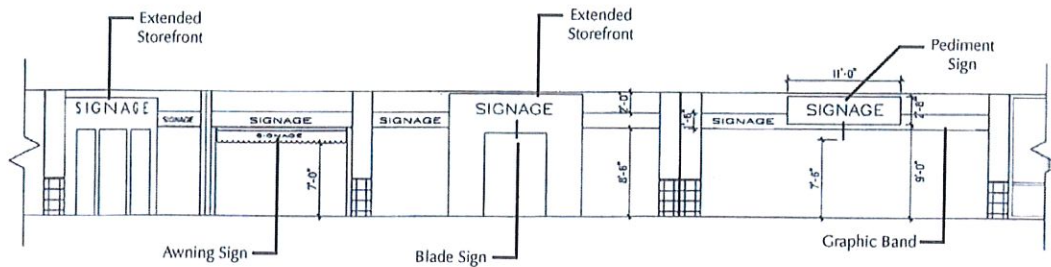
The concourse columns must be flanked by a wing wall that is separated from it by a 3/4 inch reveal and has a minimum thickness of 5-1/4 inches. These wing walls are the full 60 inch depth of the design control zone and coincide with the gypsum board soffit that joins another wing wall on the opposite side of the bay.

All areas below 9 feet must be made of durable materials that look permanent in nature.

SIGNAGE

GENERAL SIGNS

Signage is an integral part of the overall design of the airport and has a consistent image throughout. Tenants are encouraged to express identity and uniqueness in their signage within the design guidelines. They are required to coordinate primary and secondary signage into a complementary design. Tenants must be aware of the Airport's existing way-finding program, and they must avoid obstructing or confusing the Airport's way-finding message.



Primary Sign Element

Each tenant is required to design, fabricate, install and maintain one primary sign above the storefront entrance. Primary signage shall be three-dimensional. Signage shall be limited to the tenant's trade name and logo only. No name brands, product names or phrases may appear on the primary sign without Authority approval.

Examples of types of primary signs include:

- Pediment - signs can have a maximum size which is discussed later in this section.
- Projected storefront signs with applied letters.

Any tenant having storefronts on two sides may use one sign on each storefront as allowed by the Authority.

Primary signs are to be displayed parallel to the face of the storefront. All exposed bolts, fastenings, and clips shall be of stainless steel, aluminum, or bronze.

Dimensional metal, plastic, and other materials with permanent appearance are encouraged. Three dimensional illuminated halo or backlit individually mounted letter on gypsum board pediment are acceptable possibilities. Varying the pediment shape to reflect the tenant character is encouraged.

Primary signage composed of individual letters may be no more than 24 inches high, but no less than 12 inches high.

More information concerning primary signage as it pertains to the terminal building and concourses is available upon request.

Supplemental Signage

Tenants are encouraged to integrate supplemental signage into the storefront design to support the overall store image and give greater visibility from the concourse.

Possible choices for secondary signs include:

Terminal only – Awning or bulkhead

Concourse only – Rail mounted

Both – Blade sign

Secondary signs are different for the terminal building and the concourses. Specific Guidelines are available by request from the Authority.

Special graphics and temporary displays may be placed within the design control zone only with Authority approval.

No displays or signs are permitted outside the lease line.

Hand lettered unprofessional signs and newspaper advertisements are not permitted in the design control zone.

Additional signs or advertising for brand names are not permitted without Authority approval.

All graphics must have a non-glare, matte finish. The type must be large enough and its style simple enough to make the text clearly legible. Two-inch type is the recommended minimum. Supplemental illumination is encouraged.

Illuminated Signs

All illuminated signs must be turned on during the Airport's normal retail operating hours. The use of time clocks for sign, design control zone, and show window lighting is mandatory.

The light source for signage must be adequately concealed so that it is not visible to passersby.

Animated components, flashing lights, sound-producing elements or displays, and paper signs are not permitted.

Any use of neon must be approved by the Authority.

Electrical service to the tenant's signs must be from the tenant's electrical panel and must not be visible from the storefront.

Signs must be constructed so lamps are easy to replace. Ballasts should be accessible from within the leasehold where possible.

Video equipment used for illustrating products or for advertising is restricted to within the leasehold, and may not occur within the design control zone. All video equipment is subject to Authority approval.

General Signage Standards

The Authority reserves the right to reject any signage that it deems inappropriate for the terminal, concourses, and rental car areas or on any Authority owned property.

No exterior signage will be permitted on any part of the airport terminal building or positioned to be visible from outside any window.

Menu Boards

Guidelines for general signage are applicable to menu boards.

Food service tenants requiring menu boards such as those behind a service counter are permitted to place them a minimum of six feet inside the leased space.

Menu board text should be limited to tenant name and menu and have interchangeable menu and price graphics. Digital menu boards are acceptable.

Back lit professionally produced photo transparencies are allowed provided they are compatible with the tenant's design image.

Type face for menu boards must be a minimum of 2-1/4 inches in height and of a contrast legible at a distance of 15 feet.

Menu boards associated with tenant image such as written chalkboards and or "today's special" are reviewed individually.

Special Graphics

Special graphics associated with glazed show windows may be art graphics or photographs that reflect the store's image and may be used with glazed storefronts as a back-drop to display. They must have minimal verbiage, but may include a brand name or logo. Special graphics must be set back a minimum of 4 feet from the face of the glass and not block visibility into the store.

TERMINAL BUILDING SIGNS

Terminal building tenants have the opportunity for their primary sign to be other than parallel to the circulation, depending on the shape of their projected storefront.

They also have a continuous signage band that they may use as secondary signage, or that may be interrupted to superimpose extended storefronts, pediment signs, and canopies or awnings.

Primary signs:

Extended storefront – These signs can have individual letters mounted no larger than 24 inches in height. These can be back lit, halo, or internally lit.

Pediment – These signs can be mounted on top of the signage band. Pediment sign widths can be no more than 60 percent of the storefront width or a bay width, whichever is less. The vertical dimensions can vary but be no lower than 9 feet from the bottom to the floor and 4 inches clear of the ceiling at its highest point.

Secondary signage:

Terminal tenants are allowed to have two of the following secondary signs:

Blade signs – These are mounted 7’6” above the finished floor and are a maximum 4 feet wide and 1’9” tall. They may be mounted to canopies, extended storefronts, or pediments, but may not intrude into the circulation area.

Graphic band – This is the area 18 inches high above the 8’6” store line. This area may be used by the tenant for individual rail mounted metal letters 6 inches in height.

Awnings – These may have letters painted on the front edge no more than 4 inches in height, and logos applied to the tops, if desired.

CONCOURSE SIGNS

Primary Signs:

Pediment – These signs can be full portals with vertical supports, or suspended pediment mounted superimposed to the neutral frame.

Pediment sign widths can be no more than 60 percent of the storefront width, or a bay width, whichever is less. The vertical dimensions can vary but be no higher than 13’ above the finished floor. Portal types can have the soffit at 8’6” above the floor, and suspended ones have the bottom of the sign consistently at 9’6” above the finished floor.

Pediment signs must never cover the airport fixed paging speakers and must be designed to go around them. Pediments must accommodate the standard sign carrier for the blade signs.

Secondary Signage:

Concourse tenants are allowed to have two of the following secondary signage:

Blade signs – Are always suspended from the standard sign carrier unless otherwise approved in writing by the Authority. These mount to the pediment and may be braced to the structure above by a guide wire. They are mounted 8’0” above the finished floor.

Rail mounted letters – These sit atop the metal horizontal band across the storefront. They are metal 6” high letters that mount to the metal rail and give an indication of what the store sells. Brand names can be written here.

DESIGN CONTROL ZONE

The design control zone is the transition area at the front of the leased space. It should be compatible in design and materials with the concourse and still express clearly and imaginatively what the theme of the establishment is. To achieve that, the design must be well thought out and materials must be selected carefully to assure appropriateness and durability. The tenant’s design solution is subject to Authority approval.

Floors in the design control zone must transition between the pattern in the public areas and the interior of the store. Generally no patterned floor should be used in the design control zone.

The ceiling in the design control zone must be gypsum wall with recessed type lighting. Track lighting in a gypsum board cove that fully conceals the fixtures is acceptable.

Guidelines for the design control zone are discussed in greater detail later in this section.

LIGHTING

Authority will provide adequate lighting for circulation in public areas outside the leased space and in service areas, but not sufficient for signage. Tenants are encouraged to provide lighting for their signage within the design guidelines.

Tenant is responsible for all lighting within the demised premises and for additional air conditioning required because of their lighting solution inside and outside the leased space.

Storefront and show window lighting shall be concealed incandescent controlled by dimmers and illuminated during airport operational hours.

Decorative lighting fixtures, such as chandeliers and wall sconces used in the storefront, require Authority approval. Strobe, spinner, chase and flashing lights are prohibited. Use of decorative lighting on extended storefronts is encouraged.

General illumination fixtures should be glare free. Incandescent fixtures should be dimmable; fluorescent fixtures should be recessed can type or square with a metal parabolic lens and have a color temperature of 3000K. High intensity discharge lights are not recommended but may be allowed by Authority approval only.

For the benefit of all tenants, lighting levels in general areas must not exceed an average of 50 foot candles.

Low voltage type lighting on tracks or recessed is encouraged for high impact lighting on merchandise.

Showcase lighting must be shielded and adequately ventilated.

Tenants are allowed to place fixtures in the circulation ceiling to illuminate the extended storefront and signage.

Distinction between “indoor” and “outdoor” lighting is encouraged.

CEILING, CANOPIES & AWNINGS

Ceilings –

Authority provides ceilings only in the extended storefront area that are open to the terminal building circulation and overall kiosk areas. Modifications to the ceiling in the terminal area must be approved by Authority and executed at the tenant’s expense. No modification to the concourse building circulation ceiling will be permitted.

All ceilings inside the tenant spaces are the responsibility of the tenant.

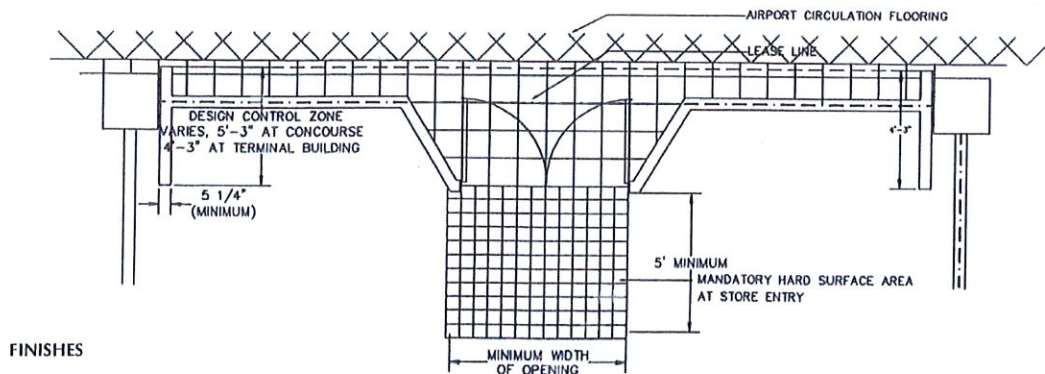
The enclosed projected area may have its own ceiling or may be left open to the circulation ceiling.

Canopies & Awnings –

Canopies or awnings can be attached below or above the bulkhead graphics band to create a “shelter” outside the primary enclosure line. These can serve to define seating areas and provide opportunity for secondary signage. Blade signs may be suspended from canopies.

Concourse tenants face the high barrel vaulted ceiling circulation to the gates. Some of these spaces may have additional openings toward the hold room waiting areas. The Guidelines for the concourse capitalize on the available heights by maximizing the height of the open storefront.

FLOORING



The arrivals level floor is a reinforced structural slab with a 2-inch depression to accommodate the terrazzo floors in the public areas. The concourse hold-rooms have a level topping added to

align the carpet finished floor in these areas with the terrazzo tile in the circulation. The leased spaces have a 2-inch depressed slab to accommodate hard surface floors requiring slab depressions. The tenants are expected to make their floors perfectly level with the terminal, concourse hold-room, or other floor their leased space opens to.

The kiosks are placed on the terminal or concourse finished terrazzo tile floor.

All cutting, trenching for utility or other service hook-ups, done in connection with concessions work, must be approved by the Authority and be flush with the floor surface. This work can only occur following the use of X-ray or GPR to locate piping, conduit, post tension, etc.

Any repairs, patching or replacement of finished airport floors necessary as a result of the tenant improvement work is at the expense of the tenant.

The patterned terrazzo floor extends to the store enclosure or to the lease line if there is no extended store front or if it is an open storefront with a roll down grille.

FINISHES

The public areas outside the tenant spaces are finished as follows:

Floor –

Terrazzo tile 1 – Wausau tile square edge, honed finish, color F01-022

Terrazzo tile 2 – Wausau tile square edge, honed finish, color F01-058-1

Terrazzo tile 3 – Wausau tile square edge, honed finish, color WS800

High quality materials must be selected to endure high traffic. Stone, ceramic tile, wood and good quality carpet are acceptable options. The use of vinyl, VCT, floor paint or cork is not permitted.

Hard surface flooring minimally the full width of the door opening and five feet from the door line must butt up to the circulation floor.

All floor installations must be flush with the adjacent existing terminal or concourse floor.

Patterns must be confined to the leasehold area behind the control zone.

All areas where the use of water is present shall provide fully waterproof floor surfaces with a minimum 6 inch high cove base.

Base –

Wausau tile, color F01-058-1

Wall & Column Finish –

Paint – Sherwin Williams Interior professional Promar 200 Latex – EG-SHEL IFC8012

Tile – Wausau tile color F01-058-1

Walls & Doors –

Tenants are to use high quality durable products for walls and doors. Following are specific requirements.

Food and beverage tenants are required to use nonporous, cleanable materials such as ceramic tile, stainless steel, stone (marble) and solid plastics (Corian or equal).

The following materials are not acceptable unless specifically approved by the Authority:

- Rough sawn unfinished woods

- An imitation natural material such as simulated wood, brick or laminates

- Pegboard walls or fixturing systems

- Painted drywall surfaces below nine (9) feet

- Window coverings

Tenant's interior doors must be solid core or hollow metal. The quality of the finish should be similar to that of the walls. Kick plates and door closures are recommended.

Ceilings –

Tenants are requested to limit gypsum board drywall use to soffits. Ceilings must be accessible for maintenance.

Acoustical suspended ceilings should be 2'x2' tiles with regular or recessed edge and a smooth surface.

Access panels, grilles, and diffusers mounted on the ceiling should be painted to match the ceiling. If a tenant elects to expose the structure, all visible elements must be painted and fabricated metal spiral ducts used to supply air.

Terminal areas – Armstrong Ultima #1912 Beveled regular white 2'x2' Suprafine XL 9/16"
Exposed Tee System, white

Concourses – Vaulted ceiling

Tenants are required to continue the quality design level established in the storefront throughout the public areas of the demised premises. The color and finish palette must be inviting and support the overall image. Good craftsmanship is a critical component of a successful product.

DISPLAY & MERCHANDISING

Within the design control zone, wall finishes and merchandise display are subject to approval by the Authority.

Slat-wall display systems should be limited to no more than 60 percent of the interior wall surfaces.

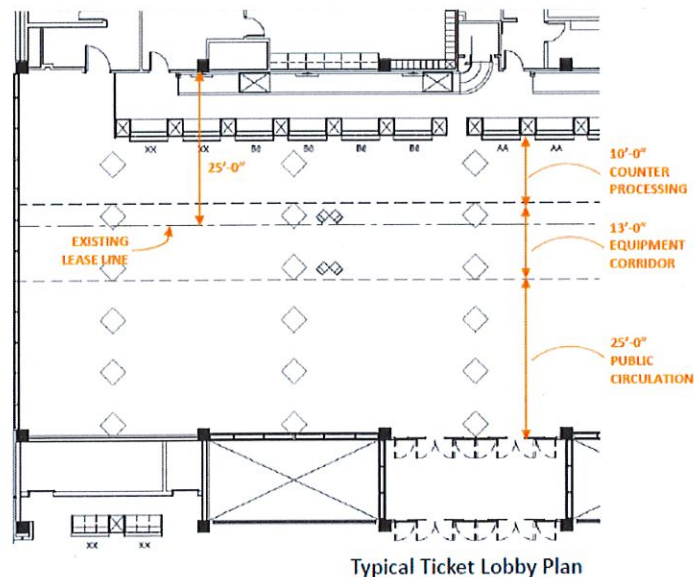
Metal studs provided by the Authority may not be used for tenant fixtures, additional support must be installed for this use.

KIOSKS

Kiosks are allowed in tenant leasehold areas only and must blend in with the current terminal design and color scheme.

Kiosks are provided by the tenants and may be located in the finished floor area of the terminal and concourses in designated areas only. Kiosks are free standing and meant to be seen from at least three sides, and must have all faces finished.

Currently two types of kiosks are acceptable. In the airline ticket counter area, standalone units for passenger use are allowed within the equipment corridor (queue area) or in-line at the ticket counter. Airline tenants choosing to put the kiosks in the queue area will not be allowed to have them against the outer wall as well. The number of stanchions within the queue shall be reduced and their location approved by airport operations. Concession kiosks are allowed throughout the terminal in designated areas only. The design and function of these kiosks must be approved by the Authority and the area they are located must be incorporated into the tenant lease.



Lighting and signage must be an integral part of the kiosk design. Lighting may be placed in the airport terminal building ceiling with approval from the Authority, but not in the vaulted ceiling of the concourse buildings.

Kiosk tenants must provide a means of securing their property that is integral with the design of their kiosk and not extend beyond or above the lease line. Lockable display cases and secured storage areas are recommended. Sectional canopies of canvas or vinyl are not permitted.

ENTRY GALLERY

Authority may allow operators to develop showcases and windows in the entry gallery area leading from the ticketing hall to the concourses. This must be coordinated with other programs such as the "art program" and advertising concessionaire.

Showcases and windows are to be fabricated of tempered or shatter proof clear glass. They should be internally lit and adequately ventilated to prevent overheating.

Show windows would be wall mounted or semi-recessed, lockable, and accessible from the front. They must float off the floor to allow cleaning of the airport floor and base.

Showcases are freestanding display kiosks placed along the circulation route. They may have a maximum height of 10 feet and a maximum width and depth of 42 inches.

Showcases must be weighted or security fixed to the floor to prevent them from being pushed over.

MECHANICAL, ELECTRICAL & PLUMBING & ASSOCIATED AREAS

The Authority has in place a mechanical, electrical & plumbing (MEP) infrastructure adequate to accommodate the needs of the concession program. The existing MEP system will satisfy the project, meeting requirements in the design standards for the Authority. Supplemental requirements or unusual circumstances caused by tenant development may demand that supplemental equipment be installed by a contractor qualified to perform work at the tenant's expense. Modification, tie-ins to existing services, and supplemental equipment construction must be engineered, signed and sealed by a Florida registered professional engineer.

Plans must show all routings and connections of new services to existing lines, ductwork, piping, telephones, switchboards, or motor control centers. **The tenant must demonstrate that existing utilities will support new leased space design loads and provide completed heat loss/gain and electrical power calculations.**

HEATING, VENTILATION & AIR CONDITIONING (HVAC)

Supply air and return air is provided for by the Authority. Tenant is responsible for the distribution of air. Return air is through the ceiling plenum. Tenant is responsible for maintaining a clear path for returning air through their plenum. Hood exhausts and roof vents are provided by the tenant with Authority approval. Any additional cooling or heating required for tenant space above what is provided by the Authority is the tenant's expense.

The Airport is served with chilled water from a central utility plant. Air handling units are currently in place to provide a standard design capacity in each terminal building airport wide. The tenant must verify the existing air supply to the leasehold and determine how much more, if any, is needed.

The existing primary air ductwork may be used to cool the leasehold, provided engineering calculations show that it is adequate to meet new leasehold design loads.

The leasehold HVAC design must meet the following Guidelines:

Heating – Winter inside comfort design temperature: 75°F db.

Cooling – Summer inside comfort design temperature: 75°F db.

Outside design temperatures – As indicated in the current edition of the ASHRAE Handbook of Fundamentals, 2-1/2 percent conditions.

Chilled water coils should be designed for a 14°F temperature differential.

The existing minimum *conditioned supply air* is calculated at 1.5 cfm/sf for tenant spaces. The tenant is responsible for supplying supplemental HVAC if additional air-conditioned air or make-up air is required because of increased loads in the leasehold.

The tenant shall provide the engineering design and installation of the HVAC system including the following:

- All low pressure ductwork from the main trunk ducts to the VAV boxes or induction boxes, including duct taps and control dampers at the top.
- Fan powered VAV boxes or induction boxes, and modifications to the temperature control system, depending on the existing system in the lease area.
- All low pressure ductwork, including that necessary for supply, return air, exhaust, and make-up air.
- All grilles and diffusers for supply, return air, exhaust, and make-up air.
- All new equipment controls must be compatible with existing direct digital controls (DDC) used in the terminal. The tenant is responsible for verifying conditions at leasehold, and for connecting and extending the control wiring, as required.
- A heating system using fan powered VAV boxes or induction boxes with electric resistance coils.

- A kitchen exhaust hood and tempered (heated & cooling) make-up air system package that includes both exhaust fans and make-up air fans. The hood is to be a “compensating” hood. For an alternate, contact the Authority Development Services project coordinator. It must be installed by a qualified contractor, and the submitted design must include sizing and roof penetrations.
 1. Roof exhaust fans must be of the belt drive, up blast, vertical discharge type, and must bear the Air Movement & Control Association certified ratings seals for air and sound performance. There must be a built-in grease drain.
 2. The filtered make-up air unit should have belt-driven double width/double inlet, forward curved centrifugal supply fans.
 3. The pre-wired control center must include, but not be limited to, an integral master disconnect switch with fuse 8 blocks for main power fuse connection, magnetic motor starters with thermal overloads and manual reset, a fused 115 volt control transformer, and distribution terminal control strip for connecting the control wiring. Wiring must be complete, requiring only one-point field connection for power service and on-point field connection for low voltage.
 4. The required unit shall be a Greenheck model KSU or approved equal. Complete specifications are available from the Development Services project coordinator.
- All supplemental cooling and heating service must be designed by the tenant’s engineer and installed by a qualified contractor.

Supplemental Direct Expansion (DX) units are not desirable and will be subject to Authority approval. All other resources must be considered first and approval will be granted only if documented evidence shows that the units are necessary and unavoidable. Location and size of rooftop equipment penetrations will be subject to Authority review and approval.

ELECTRICAL

The tenant is responsible for the engineering design and installation of electrical service to his leased space. This includes panels, transformers, wire and conduit, light fixtures, switches, outlets, and any other items required to complete a functional system.

Transformers and panels are to be located within the leased space unless otherwise approved by the Authority in writing.

Authority will provide conduit from the power source to the rear of the demised premises. Tenants are responsible for their panel and meter. Electrical requirements must be indicated in the design development submittal.

PLUMBING

Plumbing & sanitary sewer –

The Authority will provide a capped cold water line at the demised premises of food/beverage spaces (kiosks not included). The tenant is responsible for subsequent plumbing work they require.

The waste main rise for food/beverage tenants are located in the demising wall with valve and capped tap. Connection to tap, core drilling to leased space, upstream cleanout traps and fixtures are at tenant's expense. Waterproofing is required for areas with plumbing which is also at tenant's expense.

The tenant is responsible for the engineering design and installation of the plumbing system for the leased space including:

- All domestic cold-water piping
- All domestic hot-water piping, including electric hot-water heaters
- All sanitary sewer (waste) piping, including floor drains, grease interceptors, etc.
- All sanitary sewer vent piping
- Water heaters, when required. They must be readily accessible and include T&P relief-valve piping to the nearest floor or hub drain in the leased space.
- Domestic hot-water heaters for hand sinks, if required. They must be electric, fully insulated, and designed for a service water temperature not to exceed 140°F.

All sanitary, vent, and cold-water piping must connect to existing lines in the immediate tenant area and be furnished and installed by the tenant.

For food service areas, all tenant drainage piping must be connected to a grease waste line extending to a grease interceptor.

Locations should be coordinated with existing conditions and tenant operations. Additional requirements are available through the Development Services project coordinator.

The tenant must test all existing waste lines for capacity and be responsible for any necessary cleaning or repairs to existing plumbing before connections are made.

FIRE PROTECTION & SECURITY

Fire protection sprinkler mains and branch lines are centrally distributed and available for tenant to tap into at tenant's expense. Leased spaces provide the minimum required by code for shell space. Tenant/service provider is responsible for modifications necessary for the build-out to comply with code. All fire protection work must be approved by the Authority. The tenant/service provider is responsible for fire alarm, smoke alarm, conduit and testing of such systems required within their leased premises. Patching of any base building fire proofing damaged as a result of project work is the responsibility of the tenant/service provider. The fire alarm, security system and Metasys systems are proprietary and shall be worked on by specific approved companies. Please contact Development Services for the authorized contractor names.

The tenant shall provide the engineering design modification and installation of the fire sprinkler system that shall include:

- The design, modification and installation of wet-pipe fire sprinkler systems.

- The design, modification, and installation of new and/or existing fire sprinkler heads for leased space layout.
- The design and installation of adequate fire protection systems for such equipment as kitchen grease hoods, if required.

The kitchen hood fire protection systems shall be connected to the building fire alarm system. This work must be done by the authorized contractor.

If the tenant adds supplemental air handling units to the leased space, his contractor must install duct-mounted smoke detectors that are connected to the building's fire alarm system. The contractor installs new devices, wiring, etc., and the final connections to the building's fire system are coordinated through the Authority's Development Services project coordinator and made by authorized fire alarm personnel.

The airport terminal, including concourses, is equipped with fire alarm and audiovisual devices. The requirement for and location of these same devices within the tenant's leased space will be handled on a case-by-case basis through the Authority Development Services project coordinator.

Leased spaces are not independent fire protection zones. Fire protection zones are based on column location. Several leases may be in the same fire protection zone.

Added devices must be compatible to the airport's fire alarm system and installed by licensed contractors authorized for that specific type of installation.

IT & COMMUNICATIONS

Authority will provide conduits from the main telephone/communications room for phone, cable and other life safety distribution panels to the cable tray nearest to the demised premises. Pull cords may or may not be present. Tenant/service provider is responsible for pulling their own cables. Currently, all data cabling must be done by the Authority approved installer. Please contact Development Services for their contact information.

Leased space telephone and data systems must be provided by the tenant, who should contact the local telephone service provider for service and a local vendor for the instruments.

All tenants must adhere to the IT Security and Change Management directives. A copy of this information is available through the Authority Development Services project coordinator.

There shall be no changes to any telephone or IT infrastructure that can negatively impact the services to the airport, airlines, other tenants and traveling public. The process for change must be strictly adhered to.

At no time shall any change compromise the airport network security systems. The IT Security policy must be adhered to at all times.

NATURAL GAS

Natural gas is not available for tenant use. Propane gas may be installed by tenants that require gas use. Tenant will be responsible for installation including design of installation, permitting, and coordination through the Development Services project coordinator.

LEE COUNTY PORT AUTHORITY (LCPA) AIRLINE GRAPHICS GUIDELINES

All design proposals shall be reviewed by Lee County Port Authority staff. The proposed colors, materials, and design shall be approved by LCPA prior to airline installation or implementation. Current LCPA design standards shall be adhered to. Please refer to the accepted standards list at the end of this section. It is the responsibility of the tenant to confirm they are using the current list by contacting Development Services. If the airline's branding deviates from the accepted standards, the proposed design information may be submitted for management review and consideration.

Airline Ticket Counters, Queuing & Back walls

Counters:

No additional signs, graphics and/or display of corporate logos will be attached to the ticket counter casework, baggage wells or baggage belt decline enclosures in the ticket lobby. No type of signage, banners, or decorations will be allowed to be displayed or hung from the metal overhang above the ticket counters. The color and material of all counter tops and sides shall be chosen from the approved accepted standards list, unless otherwise approved by management.

Backwalls:

The backwall behind the ticket counter will be a painted gypsum wall board/metal stud system. The wall may be refinished in the airline's choice of color with a paint system or LCPA approved wall covering material. All signage and graphic displays shall be balanced and proportional to the leased backwall space. Airline logos and corporate identities may be applied to the wall system horizontally within the tenant airline's lease lines and vertically between the conveyor back shield and the air-conditioning linear diffusers (approximately 4'-3" AFF to 8'4" AFF). Such signs are to be non-illuminated with materials, typography, logo size and/or colors to be developed within the space indicated. All signage and graphic displays shall be balanced and proportional to the leased backwall space.

Airlines with marketing partners or code share agreements may display more than one airline name. The primary airline name must appear in at least 50% of the overall sign area. Such shared airline identification shall be reviewed and approved by the LCPA.

Monitors may not be incorporated into the backwall at the ticket counters. Note that *common use* counters will be equipped with flat screen monitors to display airline logos.

Queue control signage:

Tenant provided inserts to the LCPA provided Visiontron four-sided rotating sign (Model OH4R6-33-2) shall be sized to fit the sign insert area. Exterior box surfaces and supports are clear anodized aluminum. Inserts are to be 1/8" thick brown vinyl (similar color to PMS412C) with white lettering. Background is to match PMS 412C. The font is to be simple Helvetica and applied by the silkscreen process. No vinyl die-cut fonts unless approved by LCPA.

Airline Curbside Counters, Conveyor Doors & Backwalls

Counters:

LCPA provided curbside check-in counters may be positioned within the limits of the airline lease area and as constrained by conduit rough-in locations. No signage other than LCPA-provided FAA-required signage shall be attached to the curbside counter.

Conveyor Doors:

No signage or graphics are permitted on the roll-up baggage conveyor door.

Back walls:

Tenant may display airline identification and/or corporate logos at the backwall (curbside conveyor enclosure) within the limits of their lease space and the 7'-4" top of the conveyor housing. The backwall is constructed of concrete masonry units and signage may be attached using the appropriate masonry wall anchors. Gluing of signage to the masonry wall surface will not be permitted. The overall wall shall remain its original color.

Applicant/contractor will be responsible for all repairs to the backwall, including painting and patching, resulting from the addition or removal of signage.

Airline Holdroom Counters & Backwalls

Backwalls:

A 32x128 LED programmable display will indicate airline, flight number, departure time and boarding status. No signage or graphics is permitted on the backwall unit.

Counters:

No signage other than the LCPA-approved FAA-required signage shall be applied to the holdroom check-in counter.

Holdroom walls:

No signage shall be applied to holdroom walls.

Airline Bag Service Offices

Entry door:

A 10"W x 6"H plaque will be installed on the glass panel adjacent to the door indicating room number (1" high letters) and name of occupant (1/2" high letters). Airline logos and corporate identities may be applied to this adjacent glass panel.

Counter:

No signage shall be attached to the bag service office counter.

Rear wall:

The rear wall is painted gypsum board/precast concrete wall system. The wall may be refinished in the Airline's choice of color with a paint system or LCPA-approved wall covering material. Airline logos and corporate identities may be applied to the wall. Such signs to be non-illuminated with materials, typography, logo size and/or colors to be developed within the space indicated.

Airlines with marketing partners or code share agreements may display more than one Airline name. The primary Airline name must appear in at least 50% of the overall sign area. Such shared Airline identification shall be reviewed and approved by LCPA.

Airline Kiosks

The location and design of airline kiosks, whether for boarding passes or baggage tracking, shall meet current LCPA design standards and be placed in approved locations only.



For assistance, additional information, maps or an electronic version of this document please contact:

DEVELOPMENT SERVICES
Lee County Port Authority
11000 Terminal Access Road, #8671
Fort Myers, FL 33913
Tel. 239-590-4615 or 239-590-4607
E-mail: dkzemaitis@flynlcpa.com



LEE COUNTY, FLORIDA

ADDENDUM 3
ISSUED October 16, 2020

Request for Proposals (RFP) 21-03TLB: Lease of Land for Development and Operation of an Air Freight Building at Southwest Florida International Airport

Firms and other interested parties are officially informed that the referenced Request for Proposals is revised, changed, and supplemented as set forth herein. This addendum is hereby incorporated in and made a part of the above referenced RFP as if contained in the originally issued RFP. **Receipt of this addendum must be acknowledged on Form 2, Respondent's Certification.**

ITEM 1. RFP SUBMITTAL DEADLINE: Proposers are hereby notified the due date for submission of Request for Proposals has been changed to **December 3, 2020, by 2:00 p.m., local time.** The submission date is being extended to afford adequate time to thoroughly respond to questions and requests for clarification received prior to the established deadline.

ITEM 2. DELETED ADDENDUMS: Addendum 1 and Addendum 2 have been deleted in their entirety and do not need to be acknowledged on Form 2, Respondent's Certification. On Form 2, Respondent's Certification Addendum acknowledgement(s) will begin with Addendum 3.

ITEM 3. SITE VISIT: Interest has been shown in a site visit. The property to be developed is restricted and secured by a gate, but is able to be viewed from a distance by driving from Air Cargo Lane to Service Road. A map and directions is attached. If there is interest in seeing the existing air freight building, please email tbortz@flylcpa.com. Due to COVID-19 and current restrictions imposed, the number of attendees from each firm may be limited. We will confirm details in a later addendum.

ITEM 4. QUESTIONS & RESPONSES: The following question was received along with forty (40) additional questions which will be answered in Addendum 4.

Q1. Please advise on the rules for meeting with current air freight tenants?

- A. With respect to this RFP, potential proposers are permitted to solicit input from the contact persons listed on the attached tenant list up until the due date of the submission of proposals.

END OF ADDENDUM

Melissa M. Wendel, CPPO
Procurement Manager

Distribution

Gregory S. Hagen, Legal
Ed Moran, Properties
Carolyn Langdon, Properties
Terri L. Bortz, Purchasing

Current Air Freight Building Tenants

AIRPORT TERMINAL SERVICES (ATS)

GM, Tyler Swartz
 Cell: 239-823-3366
 email: tswartz@atsstl.com

AIRPORT TERMINAL SERVICES (ATS)

Cargo Manager, Dennis Salerno
 Cell: 239-691-9300
 email: dsalerno@atsstl.com

DELTA AIRLINES

Todd Sweat, Acting Station Manager
 Cell: 239-223-1989
 email: todd.sweat@delta.com

SWISSPORT

GM, Greg Smith
 Cell: 239-822-2751
 email: greg.smith@swissport.com

AMERICAN AIRLINES

GM, Robert Conwell
 Cell: 813-495-7342
 email: robert.conwell@aa.com

HALL TECHNICAL SERVICES

RM Christian Martinez
 Cell: 239-940-7530
 email: cmartinez@hallindustries.com

REVISED TENTATIVE CALENDAR (dates are subject to change)

09/28/2020	Non Mandatory Pre-Proposal at 1:00 p.m.
10/05/2020	Deadline for Questions/Clarifications at 5:00 p.m.
10/13/2020	Addendum 1 DELETED (N/A form 2)
10/14/2020	Addendum 2 DELETED (N/A form 2)
10/16/2020	Addendum 3 (acknowledge on Form 2)
	Addendum 4 (answers to remaining forty (40) questions from 10/05/2020.)
11/02/2020	Clarification opportunity (Follow up/clarification to Addendum 3 and Addendum 4 answers.)
	Addendum 5 (if necessary)
12/03/2020	Proposal Due Date at 2:00 p.m.
12/18/2020	Staff Evaluation Committee Meeting
January - TBD	Airports Special Management Committee (ASMC)
February - TBD	ASMC meeting Oral Presentations (if needed)
March - TBD	Board of Port Commissioners approval of proposer selection
April - TBD	ASMC agreement review/approval
May - TBD	Board of Port Commissioners agreement approval

DIRECTIONS TO LAND FOR DEVELOPMENT

via Terminal Access Rd

Fastest route

⚠ This route has restricted usage or private roads.

Treeline Ave S

Fort Myers, FL 33913

↑ Head south on Treeline Ave S toward Ben Hill Griffin Pkwy/Treeline Ave S

0.4 mi

⤴ Merge onto Terminal Access Rd

1.3 mi

↶ Turn left onto Air Cargo Ln

0.6 mi

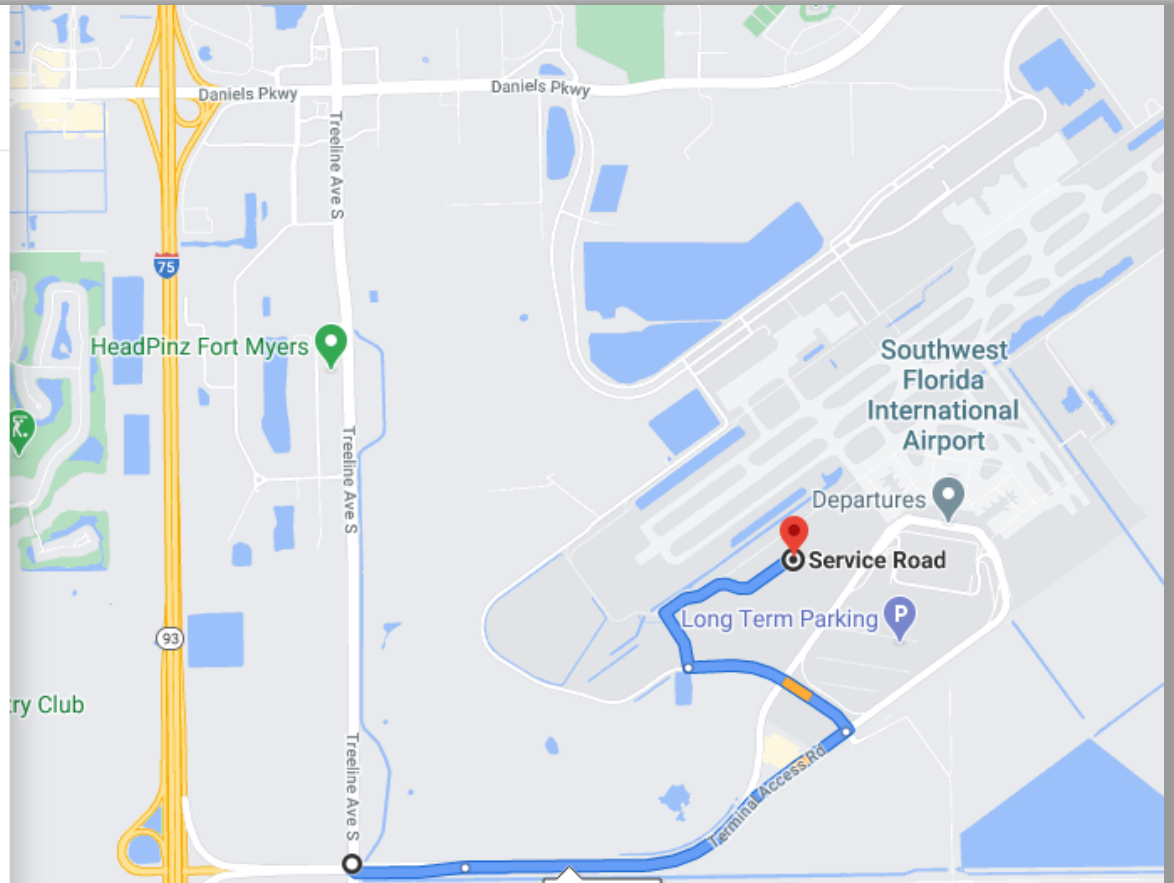
↷ Turn right onto Service Rd

⚠ Restricted usage road

0.7 mi

Service Rd

Fort Myers, FL 33913





ADDENDUM 4
ISSUED NOVEMBER 10, 2020

REQUEST FOR PROPOSALS RFP 21-03TLB LEASE OF LAND FOR DEVELOPMENT AND OPERATION OF AN AIR FREIGHT BUILDING AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

Firms and other interested parties are officially informed that the referenced Request for Proposals is hereby revised, changed, and supplemented as set forth herein. This addendum is hereby incorporated in and made a part of the above referenced RFP. **Receipt of this addendum must be acknowledged on Form 2, Proposer's Certification.**

- ITEM 1. COVER PAGE AND PAGE 2. PUBLIC OPENING OF PROPOSAL – CHANGE** Proposal due date from ~~November 09, 2020~~, by 2:00 p.m. to **December 3, 2020**, by 2:00 p.m.
- ITEM 2. PAGE 3, FIRST SENTENCE OF PART A – CHANGE** "Lee County Port Authority, a political subdivision of ~~Lee County, Florida~~" to "Lee County Port Authority, a political subdivision of the **State of Florida**".
- ITEM 3. PAGE 4, SECTION A.07 – CHANGE** "~~perform the Lease Agreement, assuming the terms of an agreement between the parties are satisfactorily negotiated~~" to "**sign a lease in substantially the form attached hereto as Exhibit A.**" **SECOND SENTENCE, AFTER "Request for Proposals" ADD and the terms of the Exhibit "A" lease.**
- ITEM 4. PAGE 8, SECTION A.20, BEGINNING OF 3RD PARAGRAPH AND BULLETS 1. & 2. – CHANGE** "~~information by this RFP~~" to "**information solicited by this RFP**". **BULLETS - 1) ADD: determination, 2) ADD: By submittal of a proposal in response to this RFP**, the Authority...
- ITEM 5. PAGE 8, SECTION A.22 – CHANGE** "~~as negotiated by the parties~~" to "**or as may be otherwise negotiated by the parties**"
- ITEM 6. PAGE 11, SECTION B.02, FIRST SENTENCE – CHANGE** "The Lee County Port Authority ~~owns and operates~~ Southwest Florida International Airport (RSW) and Page Field (FMY)".
- ITEM 7. PAGE 12, ZONING APPROVAL – DELETE** ~~The current maximum square footage for a new facility is authorized for 15,000 square feet under the zoning approval. A building larger than 15,000 square feet would require an amendment to the zoning approval. If only a slight increase to the square footage is proposed, this is likely to be done through an administrative amendment to the zoning approval, which would take approximately two to three months. A significantly larger building proposal could require a full rezoning effort which requires the approval of the Lee County Board of County Commissioners and could take one to one and a half years.~~ **and replace with The Authority has coordinated with Lee County staff regarding the maximum development intensity for RSW Air Freight facilities covered under the existing zoning approval. The existing zoning approval shows a 15,000 square foot existing facility and allows for a new 15,000 square foot facility to be located in Midfield. Lee County staff has advised that construction of a new air freight building up to 30,000 sf. will not require a zoning variance if the existing building is demolished after construction of the new building; however, all Proposers are responsible for verifying all zoning requirements with Lee County.**
- ITEM 8. PAGE 15, SECTION B.07, SECOND PARAGRAPH – CHANGE** "Beginning twelve (12) months after the "Effective Date" (~~as defined in the sample Agreement~~), and until the..." to "Beginning twelve (12) months after the "Effective Date" (**which is anticipated to be the first day of the calendar month following approval of the Lease Agreement by LPCA's Board of Port Commissioners**), and until the..."

- ITEM 9. PAGE 18, C.02, SECTION 1 – DELETE** - ~~Proposers intending to submit a proposal 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. Proposers are asked to provide documentation with their proposal; however, if not submitted, the Authority will verify registration with the State of Florida~~
- ITEM 10. PAGE 23 SECTION 8, DELETE SECTION RELATED TO FORM 1B** – ~~Include a fully completed Financial Proposal Form (FORM 1B) setting forth:~~
- ~~**A.** The Proposer’s projected gross receipts from operation of the Air Freight Building and any other business activities on site, including detailed underlying assumptions used to develop the projections, annually for the first three (3) years after the facility’s date of beneficial occupancy.~~
- ~~The projected gross receipts must include revenues from all sources without subtracting any costs or expenses.~~
- ~~**B.** The Proposer’s projected expenses from operation of the Air Freight Building and any other business activities on site, including detailed underlying assumptions used to develop the projections, annually for the first three (3) years after the facility’s date of beneficial occupancy.~~
- ~~This should include, but not be limited to: (i) salaries and wages/benefits by category or position; (ii) services and other payments (e.g., office supply and equipment costs, marketing expenses, maintenance expenses, insurance and legal fees, rent payments, taxes, and other payments); (iii) the principal assumptions and rationale underlying the amounts stated in each income and expense line.~~
- ~~**C.** The initial capital cost of the facility, and depreciation (state the interest rate assumption) over a period of thirty-five (35) years.—~~
- ~~**D.** Each Proposer shall also provide a pro forma balance sheet for the day of the Air Freight Building’s date of beneficial occupancy.—~~
- ~~The Authority’s evaluation will not consider any fee structure proposed other than the structure set forth in this RFP and the sample Agreement. Alterations, additions, and/or modifications to the Official Proposal Form will not be accepted and may be cause for rejection of the proposal.~~
- ITEM 11. PAGE 26, TENTATIVE SOLICITATION SCHEDULE – ADD DEADLINE FOR QUESTIONS AND CLARIFICATION 11/13/2020, AT 5:00 P.M., LOCAL TIME. DELETE PROPOSAL DUE DATE 11/09/2020. REVISED PROPOSAL DUE DATE 12/03/2020 by 2:00 P.M., LOCAL TIME, DELETE STAFF EVALUATION COMMITTEE MEETING DATE 11/20/2020, REVISED STAFF EVALUATION COMMITTEE DATE - 12/18/2020 AT 10:00 A.M. LOCAL TIME.**
- ITEM 12. PAGE 27, E.02, LAST SENTENCE – DELETE** ~~“These negotiations are generally relative to the scope of services to be performed and the associated costs.”~~
- ITEM 13. PAGE 27, E.03 – DELETE** ~~“Each firm selected to perform services under this solicitation will be asked to enter an agreement containing general terms applicable to all services provided, without addressing specific financial issues.”~~ **and replace with “The Authority intends to enter into an agreement that is substantially similar to the sample Agreement attached hereto as Exhibit A. The Authority reserves the right to revise the sample Agreement as it deems appropriate to reflect this Request for Proposals, as well as any addenda issued, the selected Proposer’s proposal, and associated contract terms and conditions which may be negotiated and agreed to by the parties.”**
- ITEM 14. PAGES 32 & 33 – DELETE – FORM 1B.**
- ITEM 15. EXHIBITS G & H – ADD Exhibit G, Record Utility CAD File for Air Freight Development Site, and Exhibit H, Geotechnical Report for Future Remote Loading Building Dock.**

ITEM 16. QUESTIONS & RESPONSES – The following questions were received from potential Responders on or before the date and time set for receipt of questions and clarification requests. Responses are provided as follows:

Q1. We have existing on-airport investments in Florida and are authorized to do business in Florida but do so through project specific entities. Will you accept a proposal that is made with our specific entity formation to be completed only if our Proposal is accepted?

A. We realize it is common for companies to form subsidiaries or affiliates to own (or lease) and operate each individual property. The proposal must be submitted by an existing legal entity, but, after selection, the selected proposer may form a separate entity (such as a subsidiary), and have that entity execute the ground lease as the Authority's tenant.

Q2. Is a listing of local vendors who have been qualified for working on airport projects available?

A. The Authority does not possess or maintain any listing of local vendors who have been qualified to work on airport projects. The attached list has been generated from a search in IonWave, which is the e-procurement tool utilized by the Authority. This search results is based on the following broad filters: Construction, Consultant, and Design.

Q3. When are the maturity dates of the leases for the existing belly building tenants?

A. All of the Authority's leases of space in the existing air freight building are month-to-month.

Q4. Are the existing building rents of \$15/sf NNN, or are they gross/all-inclusive rates?

A. Existing building rents are gross rates. Tenants are responsible to pay for all utility services desired, including but not limited to electricity, water, and telephone services. Tenants must pay and bear the costs of all cable, wiring, fixtures, ducts, or plumbing that tenants desire to add. Tenants make and pay for all nonstructural repairs, replacements, and maintenance to their respective leased portions of the interior of the building.

Q5. Given the efficiencies of building a facility now that can accommodate future growth, can the airport provide some guidance on its thoughts relating to seeking a zoning variance for a large facility?

A. The Authority has coordinated with Lee County staff regarding the maximum development intensity for RSW Air Freight facilities covered under the existing zoning approval. The existing zoning approval shows a 15,000 square foot existing facility and allows for a new 15,000 square foot facility to be located in Midfield. Lee County staff has advised that construction of a new air freight building up to 30,000 sf. will not require a zoning variance if the existing building is demolished after construction of the new building; however, all Proposers are responsible for verifying all zoning requirements with Lee County.

Q6. Exhibit D2 to the RFP shows the 4.53-acre site to the east of the existing fuel tanks/surrounding area and Exhibit E shows the conceptual site layout wrapping around the fuel tanks/surrounding area. Regarding above question 5, this infers the airport desirous of Proposals that envision Exhibit E with the understanding that the zoning waiver would be integral to the vision. Is that inference correct?

A. Both Exhibits D2 and E show the fuel tanks to the northeast of the Air Freight Building site. On Exhibit E, the new Air Freight Building is on the west side and the future Remote Loading Dock is shown on the east side of the conceptual site layout. The Remote Loading Dock is a separate project that will be located in close proximity to the Air Freight Building. As stated in the RFP, Exhibit E is provided for illustrative purposes only.



Q7. Can proposers contact the existing tenants to ascertain their needs/desires at a new facility?

A. See answer to Q1 in Addendum 3. (With respect to this RFP, potential proposers are permitted to solicit input from the tenants listed in Addendum 3 until the due date of the submission of proposals.)

Q8. Is detailed information on utility locations and capacities available?

A. See answer to Q24.

Q9. Is any soils/geotechnical information on the site available?

A. This information is not available for the Air Freight Building site. A geotechnical report for the future Remote Loading Dock location has been provided as Exhibit H. This is in close proximity to the proposed location of the Air Freight Building and may be of benefit. The successful respondent will be required to perform their own geotechnical testing.

Q10. Other than local building permits are all entitlements (State and Federal) supporting the facility in hand?

A. No, this area was only permitted for wetland impacts under the Midfield Terminal Complex Project. The parcel has previously been cleared and filled. However, all local and state permits specific to the project are still required. Federal permit requirements are not anticipated since wetland impacts have already occurred, but Proposers should verify to their own satisfaction.

Q11. What is the basis for the \$.50/sf/yr. ground rent and, given that ground rents will ultimately have an influence on tenant rents, would the airport consider a lower ground rent to permit lower tenant rents?

A. The basis for ground rent is appraisals and other comparable on-airport ground leases. The Authority does not desire to change the ground rental rate specified in the RFP. We realize the rental rate will have some effect on sublease rates, but believe that effect will be minimal in relation to other costs.

Q12. What are the ground rents paid by existing third-party land lessors at RSW?

A. See table below. Note that rates do not include applicable taxes.

COMPANY	CURRENT ANNUAL GROUND RATE	CONCESSION PRIVILEGE FEES	AREA (ACRES)	LEASE EXECUTION DATE
Aero Fort Myers	\$128,419.56		5.45	03/09/1992
Ft. Myers Airport Plaza. LLC	\$230,193.00	\$.01/gal of fuel dispensed; 1% of gross revenue over \$1.5M (excludes fuel)	2.74	05/09/2011
Publix Super Markets, Inc.	\$75,999.96		10.4	06/25/2015
Sky Chefs, Inc.	\$156,000.00	5% of on airport F&B gross revenue	2.98	05/18/1988
Enterprise Leasing Company of FL, LLC	\$198,958.92		5.17	05/12/2008
Amazon.com.dedc LLC	\$257,403.48		7.53	09/06/2018

Q13. Can some sense of the weighting attributed to each area of evaluation be provided?

A. The information submitted in response to all elements of Section C.02 of the RFP serves as the established evaluation criteria when determining the selection of a successful proposer.

Q14. Does the airport have a specific goal for sustainability elements of the project within LEED or similar industry grading criteria?

A. There is no specific goal for sustainability elements; however, Respondents are asked to submit environmental and sustainability considerations in Response to RFP Section C.02, Section 6., Item H. Item H. of Section 6. is part of the established evaluation criteria, along with all other elements submitted in response to Section C.02.

Q15. Regarding Form 1B and reference to same on page 23 of the RFP, can clarification /additional details be provided on the need for Proposers to share information on depreciation and providing a statement on the interest rate assumption over a period of thirty-five years?

A. Submittal of Form 1B is no longer required as a component of the Proposal and will not be evaluated.

Q16. Regarding Article 17 of the Ground Lease, the last sentence “Lessee will release the Authority from, and Authority will not be liable for, any damages, including but not limited to general, special, or consequential damages (such as delays, loss of customers, or business interruption), related to the environmental condition of the leased premises, including any Releases made prior to the commencement of the term of this lease” is not acceptable. We would not be willing to assume liability for pre-existing environmental conditions and would ask that we are specifically released from and indemnified for such conditions.

A. The Authority will clarify the lease language in the negotiated lease to indicate that Lessee will not assume liability for pre-existing environmental conditions.

Q17. Can proposers reach out to the existing tenants and discuss the RFP project?

A. See answer to Q1 in Addendum 3. (With respect to this RFP, potential proposers are permitted to solicit input from the tenants listed in Addendum 3 until the due date of the submission of proposals.)

Q18. Are the rental rates of \$15/sf/year the rates currently being paid by the in-place tenants?

A. Yes.

Q19. Are there rental escalations for the existing tenants? If yes, what is the annual escalation percentage?

A. The existing leases are month to month and allow for periodic adjustments by the Authority, upon 30 days notice, but to date the Authority has not increased those rates.

Q20. Is the \$15/sf/year rental rate for the existing tenants gross or net?

A. See answer to Q4.

Q21. How are each of the tenants using their spaces? Belly cargo, GSE, etc.

- A.** This will vary by tenant. Tenants may be contacted using the information provided in the answer to Q1 in Addendum 3.

Q22. How much office square footage does each existing tenant use?

- A.** This will vary by tenant. Tenants may be contacted using the information provided in the answer to Q1 in Addendum 3.

Q23. When do the in-place tenant leases expire? Have all in-place tenants expressed interest in leasing space in the new development?

- A.** The Authority's leases of space in the existing air freight building are all month to month. Tenants may be contacted using the information provided in the answer to Q1 in Addendum 3.

Q24. Can the airport provide as-built drawings of the site showing any underground utilities that may intersect with the site? Can the airport provide any surveys conducted on the site?

- A.** The attached exhibit G was created from a record utility CAD file for the proposed new Air Freight Building site. This file is not considered as-built drawings, but has been provided to assist in preliminary design planning. The Authority will coordinate with the successful Proposer to provide any additional requested site information that is available. The successful Proposer will be expected to utilize certified underground utility surveyors to determine the reliability of any information provided and suitability for the intended purpose.

Q25. The RFP says that the developer will be responsible for bringing utilities to the lot line. Where are the utilities currently located? (water, sewer, power, gas, communications, etc.)

- A.** See answer to Q24.

Q26. Are there any geotechnical or environmental reports for the site?

- A.** There are no environmental reports for the site. See answer to Q9.

Q27. What are the existing airside pavement thicknesses for the existing air freight building or what is the desired pavement thickness for the new air freight building?

- A.** The existing airside asphalt pavement thickness ranges from 2.25 -2.75 inches thick on top of 12-13 inches of lime rock base. The Authority has not designed a pavement section for a potential new Air Freight Building location as the design needs to evaluate the use of the new building and the loads expected on the new pavement.

Q28. Will the developer be responsible for costs associated with gaining tug access to the passenger terminal outside the site?

A. Yes, the developer will be responsible for developing a driveway that connects to the existing perimeter road. The developer will not be responsible for costs associated with the use of any already existing airport roadways.

Q29. Will the airport be responsible for remediating any preexisting environmental contamination?

A. Yes.

Q30. Would the May 31, 2023 occupancy date change if the site were to require re-zoning?

A. Lee County staff has advised that construction of a new Air Freight Building up to 30,000 sq. ft. will not require a zoning variance if the existing building is demolished after construction of the new building; however, all Proposers are responsible for verifying all zoning requirements with Lee County. The Proposer will be required to demonstrate its ability to substantially complete construction of the Air Freight Building, obtain a certificate of occupancy, and open for tenant occupancy by May 31, 2023.

Q31. Does this site have a CATEX?

A. No, this site does not have a CATEX at this time, but it is intended to be coordinated concurrent with project permitting efforts.

Q32. Is there a timeline on the addendum process by the airport and is there a final deadline for an addendum to be included?

A. The solicitation schedule has been revised, extending the RFP Due Date to **December 3, 2020**, by 2:00 p.m. and the questions and clarifications deadline has been extended to **November 13, 2020**, at 5:00 p.m. No new questions will be taken; however, the Authority will clarify any questions due to the issuance of this addendum.

Q33. The deadline for minimum required improvements in the sample ground lease is May 31, 2024 instead of May 31, 2023 as the rest of the RFP document suggests. Could the airport clarify this?

A. The Proposer will be required to demonstrate its ability to substantially complete construction of the Air Freight Building, obtain a certificate of occupancy, and open for tenant occupancy by May 31, 2023. Section 2.6 of Exhibit A is Authority's option to terminate the lease and is not referring to the "Date of Beneficial Occupancy" defined in Section 4.3 of Exhibit A.

Q34. If the developer can deliver the project earlier than May 31, 2023, would that cause any issues that the developer should be aware of? Would the existing tenants be able to move into the new facility if the building delivered earlier?

A. The Proposer will be required to demonstrate its ability to substantially complete construction of the Air Freight Building, obtain a certificate of occupancy, and open for tenant occupancy by May 31, 2023. No issues for early delivery are anticipated.

Q35. Can the airport provide any information regarding the additional demand for leased space mentioned on page 10 of the RFP?

A. In 2019, the Authority experienced demand for space in the building that exceeded availability, which led one company to move to the nearby AeroTerm cargo building. Proposers are encouraged to conduct their own market research to determine the appropriate building size and configuration.



Q36. Is the airport willing to approve other aviation support business uses such as flight kitchens, commissary storage etc. prior to a space being vacant for six months?

A. Yes, the Authority will be willing to modify the Permitted Uses during negotiations to allow for other aviation support business uses.

Q37. If the developer identifies demand for a building larger than 15,000 sf, would the airport be amenable to exceeding the 15,000 sf minimum/maximum even though it could push back timeline due to zoning amendment requirements?

A. See answer to Q30.

Q38. If the developer wants to construct speculative vacancy that brings the total building square footage to greater than 15,000 sf, would the airport be amenable to exceeding the 15,000 sf minimum/maximum even though it could push back timeline due to zoning amendment requirements?

A. See answer to Q30.

Q39. Section 7.2 in the sample ground lease it states that if a sublease is in excess of 10 years, it will be subject to commercially reasonable escalations. Does this mean that the developer would be restricted in the escalations that it wishes to negotiate with its sub lessees?

A. It means that if a proposed sublease exceeds ten years in term, it should include commercially reasonable rent escalations, or the Authority may withhold its consent to that sublease. The Authority's interest here is having the subleases be commercially reasonable, and avoid long term subleases at excessively below-market rates, so that if the ground tenant were to default, the Authority could step into its shoes with respect to the subleases. If necessary, the Authority will discuss this section further with the successful Proposer.

Q40. Could the airport provide further description of the remote loading dock, who will have access to it, who will be responsible for its construction, and when it would be completed?

A. The remote loading dock is a component of the RSW terminal expansion project, which is currently planned to resume in April 2021. There will be public access on the landside part of the building, and secure access with badge on the airside part of the building. Currently, the Authority plans to construct the building and estimated completion is mid 2023, assuming the terminal expansion project with the remote loading dock resumes as currently planned.

END OF ADDENDUM

Melissa M. Wendel, CPPO
Procurement Manager

Distribution
Gregory S. Hagen, Legal
Brian McGonagle, Administration
Ed Moran, Properties
Carolyn Langdon, Properties
Terri L. Bortz, Purchasing



PURCHASING OFFICE
11000 TERMINAL ACCESS ROAD
SUITE 8671
FORT MYERS, FL 33913

REQUEST FOR PROPOSALS (RFP) 21-03TLB
FOR
LEASE OF LAND FOR DEVELOPMENT AND OPERATION OF AN
AIR FREIGHT BUILDING AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

RELEASED: SEPTEMBER 17, 2020

ITEM 1. PROPOSAL DUE DATE CHANGE 12/03/2020

DESIGNATED PURCHASING OFFICE CONTACT

Terri L. Bortz, Procurement Agent
Telephone (239) 590-4554 • Email: tlbortz@flylcpa.com

NON MANDATORY PRE-PROPOSAL MEETING

1:00 p.m., local time • **MONDAY, SEPTEMBER 28, 2020**

QUESTIONS/CLARIFICATION REQUEST DEADLINE

5:00 p.m., local time • **THURSDAY, OCTOBER 5, 2020**

PROPOSALS DUE

2:00 p.m., local time • **MONDAY, NOVEMBER 9, 2020**

THURSDAY, DECEMBER 3, 2020

ITEM 1. PROPOSAL DUE DATE CHANGE 12/03/2020

NOTICE OF IMPORTANT SOLICITATION DATES

Lee County Port Authority (hereafter referred to as “Authority”) invites the submission of sealed proposals from interested and qualified corporations, partnerships and other legal entities authorized to do business in the state of Florida to compete for the opportunity to develop, construct, maintain, and operate an Air Freight Building including a stand-alone multi-tenant passenger airline freight forwarding and belly cargo services facility; airside receiving, parking, and storage area; and landside receiving and parking lot area, as specified in this Request for Proposals (RFP). Solicitation documents are available electronically at flylcpa.ionwave.net/Login.aspx or by contacting the Purchasing Office.

The following key dates have been established for the pre-proposal meeting, sealed proposal opening, and the deadline for submitting any requests for questions and clarification of any information contained within this RFP. Changes in these dates will be made only by official addendum.

PRE-PROPOSAL MEETING

☒ **A NON MANDATORY PRE-PROPOSAL MEETING has been scheduled for Monday, September 28, 2020, at 1:00 p.m., local time. Due to the ongoing COVID-19 pandemic the meeting will be conducted remotely through Google Meets. To access the meeting use this link: meet.google.com/buc-yvyt-vgi (required equipment: computer with camera and/or microphone) Phone: (US) 617-675-4444 - PIN: 655 586 304 1798#.**

The purpose of the pre-proposal meeting will be to discuss the requirements and objectives of this Request for Proposals and to answer any questions. At the pre-proposal meeting the Authority will attempt to answer all questions received; however, no additions, deletions or modifications to the requirements stated herein will be made unless and until a written addendum to the Request for Proposals is issued by the Purchasing Office.

DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS

Inquiries or requests for clarifications of any information contained in the RFP must be received no later than the time and date indicated on the cover page. All inquiries, suggestions or requests pertaining to this RFP must be submitted to the Lee County Port Authority Purchasing Office designated purchasing contact on the cover page. This deadline has been established to maintain fair treatment for all potential Proposers, while ensuring an expeditious selection process.

PUBLIC OPENING OF PROPOSALS

The Authority will accept electronic submissions until ~~Monday, November 9, 2020~~, THURSDAY, DECEMBER 3, 2020 at 2:00 p.m., local time through IonWave at <https://flylcpa.ionwave.net>. Proposals will be accepted up until the date and time indicated on the cover sheet of this Request for Proposals. Proposals sent in any manner other than electronically to IonWave will not be accepted. **Hard copies, faxed proposals and electronically submitted proposals sent directly to the Authority will not be accepted.**

The proposal opening is open to the public and will be conducted remotely through Google Meets by accessing the following link: meet.google.com/drv-pkge-gzk or by phone: (US) 617-675-4444 - PIN: 156 462 479 3937#.

Proposals must be submitted prior to the deadline for submission of proposals. Proposers are responsible for taking all necessary steps to ensure that their proposal is received by the due date and time. The Authority is not responsible for technology or any other issues that cause the proposal deadline to be missed.

PART A

INSTRUCTIONS TO PROPOSERS

The Lee County Port Authority, a political subdivision of ~~Lee County, Florida~~ “State of Florida”. (“Authority”) invites the submission of proposals from interested and qualified corporations, partnerships, and other legal entities authorized to do business in the state of Florida with demonstrated expertise desiring to develop, construct, maintain, and operate an Air Freight Building, at the Southwest Florida International Airport, including a stand-alone multi-tenant passenger airline freight forwarding and belly cargo services facility; airside receiving, parking, and storage area; and a landside receiving and parking lot area as described in this Request for Proposals. Proposers must meet the minimum qualifications stated herein and comply with the Instructions to Proposers contained in this Part A. The Authority specifically reserves the right to reject any or all proposals, to waive technicalities, to make inquiries, and to request additional information from all Proposers, and to select the proposal which is, in the Authority’s sole discretion, judged to be in the best interest of the Authority, even though this proposal may not represent the highest financial return to the Authority.

IT IS IMPERATIVE THAT ALL PROPOSERS READ, REVIEW, AND UNDERSTAND THIS RFP AND ALL ATTACHMENTS. ATTENTION IS SPECIFICALLY DIRECTED TO THE SAMPLE LEASE AGREEMENT (“AGREEMENT”) ATTACHED AS EXHIBIT A. SPECIFIC TERMS AND CONDITIONS OF THE AGREEMENT TO BE AWARDED UNDER THIS RFP ARE CONTAINED THEREIN.

A.01 REMOTE OPENING OF ELECTRONIC PROPOSALS

Proposals submitted in response to this RFP will be electronically opened after the opening date and time published on the cover page of this RFP. The Authority reserves the right to extend the date and time for opening at Authority's sole discretion, when deemed to be in the best interest of the Authority. Proposers, their authorized agents and other interested persons are invited to attend the RFP opening remotely through electronic means by using the link to the meeting that is provided on the cover page of this Request for Proposals.

At the opening the Authority will make public the names of the Proposers submitting a proposal and the city and state in which they reside. No review or analysis of the submitted proposals will be conducted at the public proposal opening.

The Authority will not discriminate against individuals with disabilities. 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 PROPOSALS

The Authority is accepting electronic proposals at <https://flylcpa.ionwave.net>. Submittal of proposals prior to the deadline is solely and strictly the responsibility of the Proposer.

All documents must be PDF/A and ADA compliant. PDF/A compliant documents have embedded fonts and do not reference external files. Layers shall not be preserved from CADD drawings. Scanned documents must be created as PDF/A compliant; the document must be text searchable and must have a minimum resolution of 300 dpi. Submittals must have navigational bookmarks inserted in lieu of tabs that would normally be required in a hard copy. The entire submittal must be contained in a single PDF/A file.

- Sealed proposals received after the stated time and date for the remote opening will not be considered. It is the sole responsibility of the Proposer to submit their proposal to the Authority’s third party provider IonWave prior to the stated time and date for submission of proposals. All submissions resulting from this competitive solicitation will become the sole property of the Authority.

ITEM 3. PAGE 4, SECTION A.07 – CHANGE

A.03 ACCESSING SOLICITATION DOCUMENTS AND ADDENDA

The Authority uses a third party provider, IonWave, to distribute solicitation documents including addenda and award results. Interested parties may receive this information free of charge by registering at <https://flylcpa.ionwave.net/Login.aspx> or by contacting the designated Purchasing Office representative indicated on the cover page. It is the responsibility of the Proposer, prior to submitting a proposal, to review IonWave and determine if addenda to the RFP have been issued and, if issued, acknowledge and incorporate same into the proposal.

A.04 QUESTIONS AND CLARIFICATION PERIOD

It is the responsibility of each Proposer before submitting a proposal to (a) examine the RFP documents thoroughly; (b) visit the project site(s) to become familiar with local conditions that may affect cost, progress, performance or the furnishing of the work; (c) consider local, federal and state codes, laws, and regulations that may affect the work; and, (d) study and carefully correlate Proposer's observations with the RFP documents. Proposer is required to notify the Authority of any conflicts, errors, or discrepancies in the RFP documents before submitting a proposal.

Each Proposer must examine all Requests for Proposals solicitation documents and must judge for itself 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 inquiries, suggestions or requests pertaining to the Request for Proposals must be received by the designated Purchasing Office representative on or before the deadline for questions or clarification requests. All questions received and responses given must be provided in the form of a written addendum to this Request for Proposals. The Authority will not respond to inquiries received after the published deadline.

A.05 ADDENDA

Interpretations, corrections or changes made by the Authority to this Request for Proposals will be made by written addenda. 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 an interpretation, clarification or additional information will be given. It is the responsibility of the Proposer, prior to submitting its proposal, to review all issued addenda or to contact the Purchasing Office to determine if addenda were issued and to acknowledge and incorporate the same into Proposer's submittal.

A.06 PROPOSAL EXPENSES

All costs incurred by Proposer(s) in responding to this Request for Proposals and in participating in any interviews/presentations/demonstrations, including travel, will be borne entirely by the Proposer.

A.07 BINDING OFFER

A submitted proposal made pursuant to this Request for Proposals will be considered a binding offer to ~~perform the Lease Agreement, assuming the terms of an agreement between the parties are satisfactorily negotiated.~~ **“sign a lease in substantially the form attached hereto as Exhibit A.”** The submission of a proposal will be taken as prima facie evidence that the Proposer has fully familiarized itself with the contents of this Request for Proposals **and the terms of the Exhibit “A” lease.** Proposals will be in force for a period of one hundred and eighty (180) 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 proposals; to select one or more proposal(s); to re-advertise this Request for Proposals; to postpone or cancel the procurement process related to this Request for Proposals; to waive irregularities in the procurement process or waive technicalities in the proposals submitted thereto; to request additional information and documentation; and to change or modify the RFP schedule or process outlined herein, at any time.

A.20 TRADE SECRETS

The Authority is subject to Chapter 119, Florida Statutes the Florida Public Records Law. Therefore, all documents, materials, and data submitted as a part of a response to this Request for Proposals are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Designation of an entire proposal as ‘trade secret’, ‘proprietary’ or ‘confidential’ is not permitted and may result in a determination that the proposal is nonresponsive and therefore the proposal 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 proposal in response to this Request for Proposals belong exclusively to the Authority.

Authority does not believe that any of the ~~information by this RFP~~ "information solicited by this RFP" constitutes a Trade Secret. To the extent Proposer 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 proposal that are not declared as trade secrets. In addition, as part of their proposal, the Proposer must cite, for each trade secret claimed, the Florida statute number that supports the designation of the information as a trade secret. Further, the proposal must include a brief explanation as to why the cited statute is applicable to the information claimed as trade secret. Additionally, Proposer must provide a copy of its proposal that redacts all information designated as trade secret. In conjunction with any trade secret designation, Proposer acknowledges and agrees that:

- 1) Trade secret requests made after opening will not be considered. However, the Authority reserves the right to clarify the Proposer’s request for a trade secret **determination** at any time; and,
- 2) **By submittal of a proposal in response to this RFP**, 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 to inspect or copy Proposer’s proposal, the Proposer, at its sole expense, will be responsible for defending its determination that the submitted material is a trade secret and is not subject to disclosure. Action by Proposer in response to notice from the Authority must be taken immediately, but no later than 10 calendar days from the date of notification or Proposer will be deemed to have waived the trade secret designation of the materials.

Proposer must 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 Proposer, including actions or claims arising from Authority’s nondisclosure of the trade secret materials.

A.21 GOVERNING LAWS/RULES/REGULATIONS

The successful Proposer that is awarded a Lease Agreement pursuant to this RFP will be solely responsible for obtaining and maintaining all state, federal and local licenses required to perform the Agreement. The proposer must ensure compliance with all laws, rules, codes, **ITEM 5. PAGE 8, SECTION A.22, – CHANGE** that are applicable to the conduct of its business, including those of federal, state and local agencies having jurisdiction and authority.

A.22 LEASE AGREEMENT

The successful Proposer will be required to enter into an Agreement containing the terms and conditions set forth in this Request for Proposals and the resulting successful Proposer’s proposal ~~as negotiated by the parties~~ "or as may be otherwise negotiated by the parties" and where any alternatives to the terms of the RFP provide best value, are desirable to the Authority, and the parties agree to such terms.

ITEM 6. PAGE 11, SECTION B.02, FIRST SENTENCE – CHANGE

area is approximately 32,230 square feet, including Current tenants have stated that the airside asphalt paved lot and covered loading areas are sufficient to meet current demand.

B.02 BACKGROUND INFORMATION

The Lee County Port Authority ~~owns and~~ operates 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 more than 10.2 million passengers in 2019 and is one of the top 50 airports in the United States for passenger traffic with more than twelve airlines providing service throughout the United States.

A new terminal complex with 28 gates and state-of-the-art facilities opened in 2005, making it one of the newest in the nation offering a top-rated travel experience. The airport will be undertaking an expansion project to consolidate security checkpoints and increase passenger amenities in the near future. Other future infrastructure improvements include a new Airport Traffic Control Tower, roadway and airside pavement and rehabilitation projects, as well as a future parallel runway.

Data regarding monthly total passenger traffic at RSW is included as Exhibit C1 and data regarding Airline belly cargo activity is included as Exhibit C2. Additional information about RSW and FMY is available online at www.flylcpa.com.

B.03 LEASE AGREEMENT

The successful Proposer will be required to execute a ground lease Agreement to furnish and perform the services as described herein, subject to the successful negotiation of terms by the parties. Regardless of such negotiations, the terms of the negotiated Agreement will not materially alter key terms and provisions of this RFP, as may be amended by any addenda issued to this RFP. The Authority intends to enter into an agreement that is substantially similar to the sample Agreement attached hereto as Exhibit A. The Authority reserves the right to revise the sample Agreement as it deems appropriate to reflect this Request for Proposals, as well as any addenda issued, the selected Proposer’s proposal, and associated contract terms and conditions which may be negotiated and agreed to by the parties.

B.04 TERM OF AGREEMENT

The Authority intends to enter into an Agreement with the successful Proposer for a maximum lease term of thirty five (35) years, including any extension options.

B.05 SITE

The Air Freight Building site to be leased (referred to herein as the “Leased Premises”) has not been fully defined, but will be located somewhere within the area bounded by a future Remote Loading Dock site on the Northeast, the existing service road on the Northwest, and the service road alignment on the South. A development site map depicting a future Air Freight Building and a future Remote Loading Dock is included as Exhibit D1. The maximum allowable size of the leased parcel is approximately 4.53 acres and site development must meet the following minimum size requirements: three (3) acres of land; an air freight building with at least five (5) sub-leasable units and at least 15,000 square feet of total floor area; landside parking area sufficient to meet building code requirements and tenant parking needs; and airside parking, receiving, and storage area sufficient to meet tenant operations.

The 4.53 acre maximum development area is shown on Exhibit D2. Proposers should indicate, in their Proposal, the size and location of the Leased Premises that Proposer would propose to lease, taking into consideration the size and configuration of tenant operations, ingress and egress, circulation, parking, storm water requirements, and any other relevant factors. The Authority anticipates that the Leased Premises would be between approximately 3 and 4.53 acres.

The site will be delivered to the awarded Lessee in an “as-is” condition.

Proposers should take note that, in addition to all other applicable laws, development of the property will be subject to FAA regulations, such as height limitations, the Port Authority's Leasehold Development Standards, local ordinances and building codes, the Lee County Comprehensive Plan, and the Lee County Zoning and Land Development regulations. Additionally, please note the following:

Height:

Due to the parcel's proximity to the runway, objects such as buildings, light poles, fences, signs, wireless communication facilities/objects, tall vegetation, temporary construction equipment (cranes, drills, rigs, concrete boom trucks, general construction equipment), etc., may be subject to height restrictions and will need to be in compliance with FAA "14 CFR Part 77 - Safe, Efficient Use, and Preservation of the Navigable Airspace" and "FAA AC 70/7460-1L-Obstruction Marking and Lighting - As Amended". Applying the FAA restrictions and design criteria to the runway approach surfaces can be a complex process. It is recommended that the successful proposer retain an engineer to perform Line-of-Sight analysis and FAR Part 77 surface analysis for any proposed development.

Wildlife Attractants:

The FAA has specific guidelines concerning wildlife attractants on or near airports (AC 150/5200-33B). Lakes constructed on Airport property are required to have 2:1 side slopes with hardened slopes (typically rip-rap). Landscaping must address limitations on plantings around lakes and on property that attract the least amount of wildlife. In addition, burrowing owls have been known to nest on Airport property. Any landscaping is to be installed in areas that do not affect the safe operation of aircraft.

Lights/Reflective Surfaces:

Because of the close proximity to the runway approach, glare from lights and reflective surfaces must be avoided. Reflective surfaces can be a problem for pilots and need to be addressed. If there are any operations at night the glare from the lights could be a problem for aircraft. Light poles will need to be shielded or aimed downward so that they do not impair pilot ability to operate aircraft safely.

ITEM 7. PAGE 12, ZONING APPROVAL – DELETE / REPLACE

Blasting and/or dewatering can have adverse impacts to adjacent lands and the Airport has had issues in the past with sinkholes forming in other areas of the Airport. Blasting or dewatering may therefore be prohibited or strictly regulated.

Zoning Approval - ADD 2019-00027

The proposed location is within an aviation area designated as Airport Operation Planned Development (AOPD). Further, freight and cargo handling establishments (34-622(c)(17)) are included on the approved schedule of uses. The development schedule for airline freight forwarding (belly cargo) in the zoning approval lists the square footage for the existing facility as well as the maximum square footage for a new facility. ~~The current maximum square footage for a new facility is authorized for 15,000 square feet under the zoning approval. A building larger than 15,000 square feet would require an amendment to the zoning approval. If only a slight increase to the square footage is proposed, this is likely to be done through an administrative amendment to the zoning approval, which would take approximately two to three months. A significantly larger building proposal could require a full rezoning effort which requires the approval of the Lee County Board of County Commissioners and could take one to one and a half years.~~ **and replace with "The Authority coordinated with Lee County staff regarding the maximum development intensity for RSW Air Freight facilities covered under the existing zoning approval. The existing zoning approval shows a 15,000 square foot existing facility and allows for a new 15,000 square foot facility in Midfield. Lee County staff advised construction of a new air freight building up to 30,000 sf., will not require a zoning variance if the existing building is demolished after construction of the new building; however it is up to the proposer to verify zoning requirements with Lee County.** All development must be completed in accordance with the current RSW zoning approvals (Z-014-030 and ADD 2019-00027, as amended).

Certain site conditions, construction limits and restrictions, boring locations, grade elevations, utilities and curb cuts, geotechnical data and other information may be indicated on the exhibits and other attachments to this Request for Proposal. Notwithstanding any such indication and notwithstanding and without limiting any term or provision of this Request for Proposals, the Authority, in providing any information, technical or market data, reports (as to test borings and otherwise), studies and documentation as part of this Request for Proposals, including all

B.06.6 SECURITY CLEARANCES

Employees of both the Proposer and its contractors may need to have background checks and meet Airport and federal security guidelines. The Authority will assist the Proposer in establishing procedures for its employees and/or its subcontractors to obtain security clearance as required.

B.06.7 AMERICANS WITH DISABILITIES ACT (ADA):

The awarded Lessee will be solely responsible for ensuring that the Air Freight Building and the surrounding site developed and operated on the Leased Premises is in full compliance with the ADA.

B.06.8 LIMITATIONS ON SIGNAGE:

Signs installed on the Leased Premises must be done in accordance with County and Airport regulations and subject to the prior written approval of the Authority.

B.06.9 SUBLEASE REQUIREMENTS

The requirements of any sublease are fully detailed in Exhibit A, the sample Agreement. Prior to entering into any sublease for Air Freight Building space, the successful Lessee will be required to obtain the Authority's approval (which approval shall not be unreasonably withheld or delayed) of (A) the form and content of the sublease to be used in connection with leasing the Air Freight Building; and (B) a general leasing plan setting forth basic business terms (i.e., rental rates, use, and term of subleases) and any sublease tenant requirements (credit, insurance, security deposit) with respect to leasing any portion of the Air Freight Building.

ITEM 8. PAGE 15, SECTION B.07, SECOND PARAGRAPH – CHANGE

execution of each sublease, the awarded Lessee shall submit each proposed sublease to the Authority for its review and approval.

B.07 PAYMENTS TO THE AUTHORITY

The payment structure expected by the Authority is fully detailed in Article 4 of Exhibit A, the sample Agreement, and summarized as follows:

Beginning twelve (12) months after the "Effective Date" ~~(as defined in the sample Agreement),~~ **(which is anticipated to be the first day of the calendar month following approval of the Lease Agreement by LCPA's Board of Port Commissioners)**, and until the "Date of Beneficial Occupancy", the Proposer will be required to pay monthly "Construction Period Rent," which will be calculated at the rate of one-twelfth of twenty-five percent (25%) of the annual "Ground Rent" of the total Leased Premises.

Beginning on the "Date of Beneficial Occupancy" the Proposer will be required to pay the Authority monthly rent equal to one-twelfth of the annual "Ground Rent", which is to be set forth by each Proposer in its Proposal, and which will be subject to periodic CPI increases.

Each proposal shall set forth a proposed annual Ground Rent rate of no less than \$0.50 per square foot per year.

The initial Ground Rent will be based on the number of square feet in the Leased Premises. For example, if the leased site will be exactly three (3) acres, which is 130,680 square feet, and the proposed initial Ground Rent is \$0.50 per square foot per year, the monthly Ground Rent would be \$5,445.00.

FINANCIAL PROPOSAL

The proposed minimum capital investment, site size, and Ground Rent are to be proposed by each Proposer on the Financial Proposal Form (Form 1A). Form 1A: Financial Proposal Form is a separate excel spreadsheet that must be downloaded, completed, and included in the Proposer's Proposal documents.

B.07.1 PROPOSAL OF MINIMUM CAPITAL INVESTMENT TO BE MADE:

The successful Proposer will be required to make an initial capital investment in the development and construction of the Air Freight Building in an amount not less than the amount set forth in its Proposal, and as more fully described in Section 5.3 of the Agreement. Each Proposer must set forth its proposed minimum capital investment on the Financial Proposal Form (Form 1A).

PART C

CONTENT AND ORGANIZATION OF PROPOSAL

The information each Proposer provides will be used to determine the most qualified Proposer(s) and those with the perceived ability to perform the scope of services as stated in this Request for Proposals, which may best meet the overall needs of the Authority.

An evaluation of responding firms will be conducted for the purposes of clarification of both the Proposer's ability and prospective benefit of their proposal to the Authority. For more information, refer to Part D, Evaluation of Proposals.

C.01 EVALUATION CRITERIA

The information submitted in response to all elements of Section C.02, below, serves as the established evaluation criteria when determining the selection of a successful Proposer and award of a future agreement under this Request for Proposals. Authority's evaluation of firms as best qualified will include, but not necessarily be limited to, the following considerations:

- 1) Proposer must meet the minimum qualifications.
- 2) Proposer's experience, qualifications, and organizational structure. Experience will be evaluated based on its relevancy and similarity to this project, including Proposer's experience in developing, constructing, maintaining, and operating air freight or cargo buildings located on airport properties.
- 3) Proposer's development, design, and construction plans, including project schedule and how well the design matches the intended use of the building, site, design, industry best practices, and the proposed building operations plan.
- 4) Proposer's approach to the project and fulfilling the requirements of the Agreement, including Proposer's leasing plan, marketing plan, operations plan and how well these plans match with the Project Scope and Project Objectives detailed in Section B.06 of this RFP.
- 5) Proposed capital investment and aesthetic appeal of the leasehold improvements.
- 6) Financials, including revenue to the Authority, financial projections, financial feasibility, and financial capacity

ITEM 9. PAGE 18, C.02, SECTION 1 – DELETE 2 BULLET POINT

nty Port Authority and as set forth in

C.02 INFORMATION TO BE SUBMITTED

All information identified in this section must be contained within the Proposal. The contents of each Proposal must be **separated** and **arranged with tabs and must be organized in the same order and following the same format as listed below**, identifying the response to each specific item.

Section 1 – Minimum Qualifications

To qualify for consideration, Proposers must meet the following requirements and provide the information requested in this section.

- Submit documentation to show Proposer is registered with the State of Florida, Division of Corporations, to do business in Florida. Proposers are asked to provide documentation with their proposal; however, if not submitted the Authority will verify registration with the State of Florida.
- ~~Proposers intending to submit a proposal 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. Proposers are asked to provide documentation with their proposal; however, if not submitted, the Authority will verify registration with the State of Florida.~~

ITEM 10. PAGE 23 SECTION 8, DELETE SECTION RELATED TO FORM 1B

be subject to adjustment prior to

execution of a lease); and

C. The proposed Ground Rent expressed in terms of a price per square foot per year.

Note that Form 1A: Financial Proposal Form is an excel document that must be downloaded and filled in.

~~Include a fully completed Financial Proposal Form (FORM 1B) setting forth:~~

~~A. The Proposer's projected gross receipts from operation of the Air Freight Building and any other business activities on site, including detailed underlying assumptions used to develop the projections, annually for the first three (3) years after the facility's date of beneficial occupancy.~~

~~The projected gross receipts must include revenues from all sources without subtracting any costs or expenses.~~

~~B. The Proposer's projected expenses from operation of the Air Freight Building and any other business activities on site, including detailed underlying assumptions used to develop the projections, annually for the first three (3) years after the facility's date of beneficial occupancy.~~

~~This should include, but not be limited to: (i) salaries and wages/benefits by category or position; (ii) services and other payments (e.g., office supply and equipment costs, marketing expenses, maintenance expenses, insurance and legal fees, rent payments, taxes, and other payments); (iii) the principal assumptions and rationale underlying the amounts stated in each income and expense line.~~

~~C. The initial capital cost of the facility, and depreciation (state the interest rate assumption) over a period of thirty five (35) years.~~

~~D. Each Proposer shall also provide a pro forma balance sheet for the day of the Air Freight Building's date of beneficial occupancy.~~

~~The Authority's evaluation will not consider any fee structure proposed other than the structure set forth in this RFP and the sample Agreement. Alterations, additions, and/or modifications to the Official Proposal Form will not be accepted and may be cause for rejection of the proposal.~~

Section 9 – Financial Capacity

A. Proposer shall provide financial statements audited or certified by an independent certified public accountant for the two (2) most recent complete fiscal years. If not available, the proposal shall provide complete financial statements, including a balance sheet, income statement, and statement of cash flows prepared in accordance with generally accepted accounting principles (GAAP), for the two (2) most recent complete fiscal years. Footnote disclosures must accompany the financial statements.

If unavailable, provide a notarized statement certifying the accuracy of the financial information and explaining the unavailability of audited statements, signed by an officer of the Proposer.

B. If Proposer is a wholly-owned subsidiary of another entity, then the above referenced financial information of the parent entity must also be submitted and upstream ownership entities identified as necessary for the Authority to understand the ultimate ownership and control of the Proposer.

D.02 AUTOMATIC DISQUALIFICATION

Proposers will be disqualified from consideration for award of an agreement for any of the following reasons:

- Failure to submit Proposer’s Certification with the submitted proposal
- Lobbying the Lee County Board of Port Commissioners, members of the Airports Special Management Committee, or employees of Lee County Port Authority, individually or collectively, regarding this Request for Proposals
- Collusion with the intent to defraud or other illegal practices upon the part of any proposer submitting a proposal
- Being on the Convicted Vendors List
- Being on any Scrutinized Companies List or otherwise ineligible to submit a proposal pursuant to Section 287.135, Florida Statutes
- Not being registered to do business in the state of Florida prior to submitting a proposal

D.03 RANKING OF PROPOSALS

The Staff Evaluation Committee will determine from the proposals and subsequent investigation as necessary, the Proposer(s) whose proposal 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 proposals pursuant to the evaluation factors stated herein;
- 2) List Proposers in a recommended order of preference for further consideration in oral interviews, and presentations or;
- 3) Recommend a ranked order of preference of qualified Proposers to the ASMC and

ITEM 11. PAGE 26. TENTATIVE SOLCITATION SCHEDULE – ADD/CHANGE DATES

D.04 TENTATIVE SOLICITATION SCHEDULE

The following tentative schedule is provided as a general guide on timing for this solicitation. The schedule is subject to change. Notices of the receiving due date, staff evaluation committee, Airports Special Management Committee (ASMC) and Board of Port Commissioners meetings are posted at www.flylcpa.com/legalnotices/. Please refer to the website for schedule information.

09/28/2020	Non Mandatory Pre-Proposal at 1:00 p.m.
10/05/2020	Deadline for Questions/Clarifications at 5:00 p.m.
11/13/2020	DEADLINE FOR CLARIFICATION OPPORTUNITY at 5:00 p.m.
11/09/2020 12/03/2020	Changed Due Date to: Proposal Due Date by 2:00 p.m.
11/20/2020 12/18/2020	Changed Staff Evaluation Committee date to: Staff Evaluation Committee Meeting at 10:00 a.m.
01/19/2021	Airports Special Management Committee (ASMC)
02/16/2021	Oral Presentations (ASMC), if needed
03/04/2021	Board of Port Commissioners approval of proposer selection
04/20/2021	ASMC agreement review/approval
05/06/2021	Board of Port Commissioners agreement approval

END OF PART D

ITEM 12. PAGE 27, E.02, LAST SENTENCE – DELETE

ITEM 13. PAGE 27, E.03 – DELETE / REPLACE

PART E

NEGOTIATION OF THE AGREEMENT

E.01 GENERAL

The successful Proposer's Proposal will serve as the basis for negotiating an Agreement. Upon submission, all proposals become the property of the Authority which will have the right to use any or all ideas presented in any proposal submitted in response to this Request for Proposals, whether the Proposal is accepted or not.

E.02 NEGOTIATION

The ASMC will make recommendations to the Board of Port Commissioners of those Proposers 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 Proposer(s) will be invited to enter negotiations. ~~These negotiations are generally relative to the scope of services to be performed and the associated costs.~~

E.03 AGREEMENT

~~Each firm selected to perform services under this solicitation will be asked to enter an agreement containing general terms applicable to all services provided, without addressing specific financial issues.~~ and replace with **“The Authority intends to enter into an agreement that is substantially similar to the sample Agreement attached hereto as Exhibit A. The Authority reserves the right to revise the sample Agreement as it deems appropriate to reflect this Request for Proposals, as well as any addenda issued, the selected Proposer's proposal, and associated contract terms and conditions which may be negotiated and agreed to by the parties.”**

E.04 AWARD

Award of any resulting agreement is subject to the approval of the Airports Special Management Committee and the Board of Port Commissioners.

END OF PART E

ITEM 14: DELETE FORM 1B

FORM 1B: FINANCIAL PROPOSAL FORM

Pro Forma Income Statement – Complete annually for Years 1, 2, and 3.

Year-

Gross Receipts

<u>Subtenant Lease Revenues</u>	_____	_____ %
<u>Other (list)</u>	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

Total Receipts _____ %

Operating Expenses

<u>Salaries/Wages</u>	_____	_____ %
<u>Hourly Payroll</u>	_____	_____ %
<u>Benefits</u>	_____	_____ %
<u>Legal Fees</u>	_____	_____ %
<u>Telephone</u>	_____	_____ %
<u>Insurance</u>	_____	_____ %
<u>Supplies</u>	_____	_____ %
<u>Equipment</u>	_____	_____ %
<u>General & Admin.</u>	_____	_____ %
<u>Marketing</u>	_____	_____ %
<u>Utilities</u>	_____	_____ %
<u>Depreciation</u>	_____	_____ %
<u>Authority Ground Rent</u>	_____	_____ %
<u>Other (list)</u>	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
<u>Total Expenses</u>	_____	_____ %
<u>Taxes</u>	_____	_____ %
<u>Net Revenue</u>	_____	_____ %

Notes: Include any relevant notes and assumptions on the lines below.

FORM 1B: FINANCIAL PROPOSAL FORM (CONTINUED)

Each Proposer shall also provide a pro forma balance sheet for the day of the Air Freight Building's date of beneficial occupancy using the format found below. The pro forma balance sheet shall be evaluated in terms of reasonableness and viability. Specifically, the pro forma balance sheet shall be evaluated for its ability to support the financial offer and any proposed facility investment.

The format for the pro forma balance sheet for the first day of the facility's opening for business shall be as follows:

Balance Sheet

Current Assets:

Cash	_____
Accounts Receivable	_____
Allowance for Delinquent Accounts	_____
Prepaid Items	_____
Total Current Assets	_____

Property and Equipment:

Buildings	_____
Equipment	_____
Motor Vehicles	_____
Office Equipment	_____
Less: Accumulated Depreciation	_____
Total Assets	_____

Current Liabilities:

Accounts Payable	_____
Accrued Expenses	_____
Short-Term Debt	_____
Total Current Liabilities	_____
Long-Term Debt	_____
Owner's Equity	_____
Retained Earnings	_____
Less: Distributions	_____

Total Liabilities and Owner's Equity

Notes: Include any relevant notes and assumptions on the lines below

The pro forma income statement and balance sheet shall clearly display Proposer's working capital requirement for the venture and the source(s) of cash to provide for the payment of the Proposer's fixed expenses and working capital

ITEM 15. ADD EXHIBITS G & H

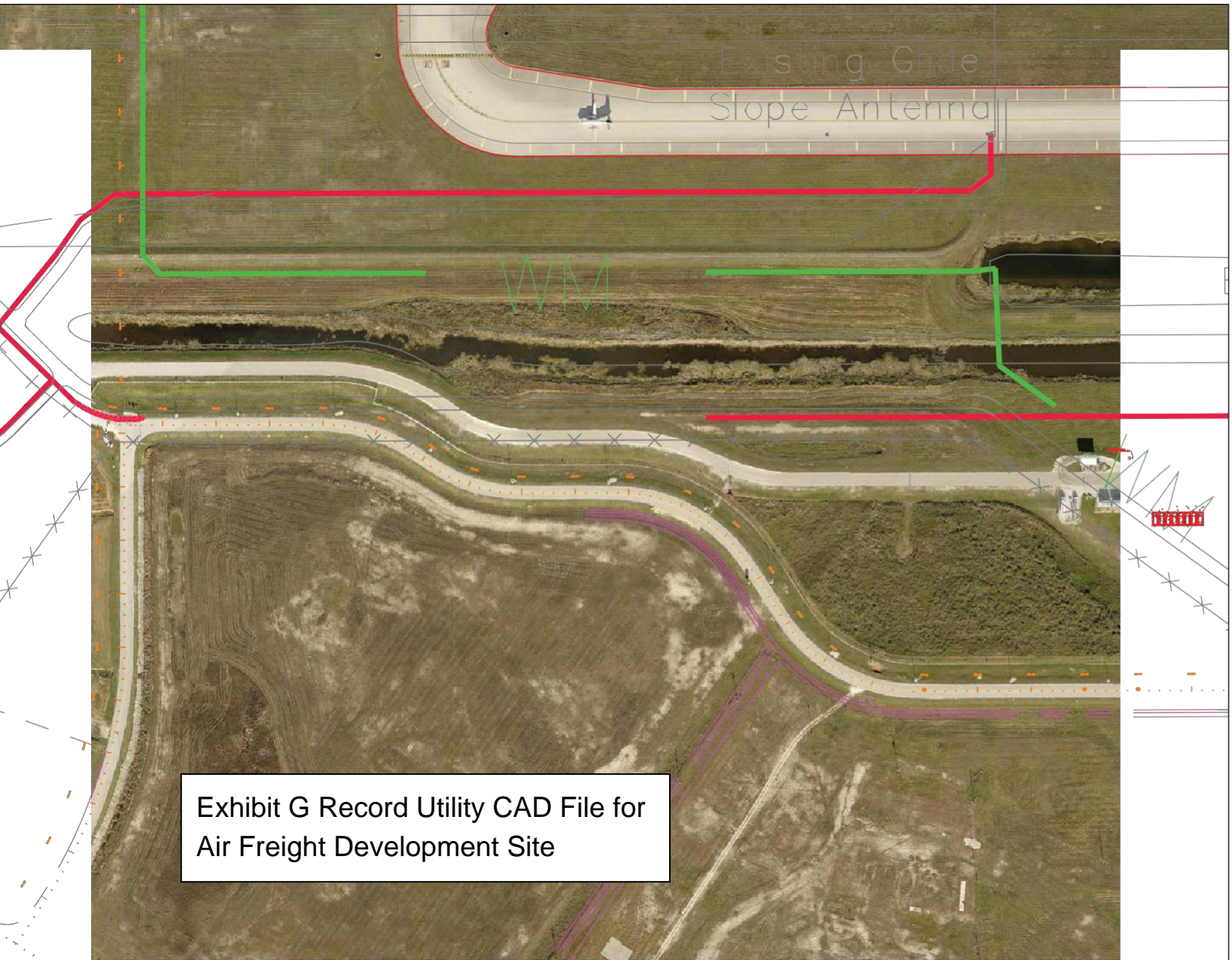



Exhibit G Record Utility CAD File for Air Freight Development Site



- FLORIDA POWER LINE
- FUEL LINE
- TELEPHONE
- STREET LIGHTING LINE
- WATER
- SANITARY SEWER
- SANITARY FORCE MAIN
- FIBER OPTICS
- SANITARY SEWER-CAPPED
- RWY/TXWY CIRCUIT
- PROPERTY BOUNDARY
- PARKING LOT LIGHTING

DWG: 2020-10-8 / TJimenez

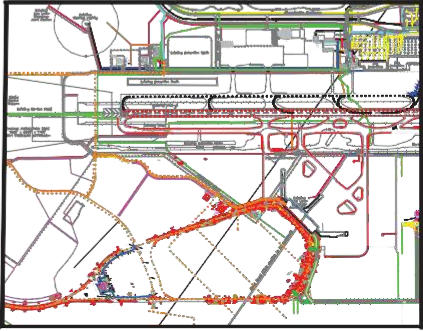


Exhibit H Geotechnical Report for Future Remote Loading Dock

ITEM 15. ADD EXHIBITS G & H

TIERRA

July 15, 2019

ATKINS
3200 West Commercial Boulevard
Suite 120
Fort Lauderdale, Florida 33309

Attn: Mr. Kevin McCauley, PE – Project Manager
National Aviation Services

**RE: Report for Geotechnical Engineering Services
Southwest Florida International Airport (RSW)
Proposed Loading Dock Facility
Lee County, Florida
Tierra Project No. 6511-19-094**

Mr. McCauley:

Tierra, Inc. has completed the geotechnical engineering study for the above referenced project. The results of our field exploration program and subsequent geotechnical recommendations are presented in this report.

Should there be any questions regarding the report, please do not hesitate to contact our office at (813) 989-1354. Tierra would be pleased to continue providing geotechnical services throughout the implementation of the project. We look forward to working with you on this and future projects.

Respectfully Submitted,

TIERRA, INC.



William P. Rovira IV, P.E.
Geotechnical Engineer
Florida License No. 74586



Joseph R. Antinori, P.E.
Geotechnical Engineer
Florida License No. 73176

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APPENDIX A

Summary of Laboratory Test Results for Soil Classification
Summary of Corrosion Test Results
CBR Test Results

APPENDIX B

Boring Location Plan
Soil Profiles

PROJECT DESCRIPTION

Project Information

The project, as Tierra understands it, is to provide geotechnical services for a proposed new remote loading dock facility at the Southwest Florida International Airport in Lee County, Florida. Specifically, it is our understanding that the proposed improvements include the construction of a new building structure, paved parking/loading areas and proposed stormwater management areas.

Scope of Services

The objective of our study was to obtain information concerning subsurface conditions at the project site in order to base engineering estimates and recommendations in each of the following areas:

1. Feasibility of utilizing the in-situ soil for support of the proposed building structure, including the use of shallow foundations.
2. Design parameters required for the proposed foundation systems, including allowable bearing pressures, foundation levels and subgrade recommendations.
3. General location and description of potentially deleterious materials discovered in the borings including existing fills or surficial organics.
4. Identification of groundwater levels and estimation of the Seasonal High Groundwater Table (SHGWT).
5. Estimate in-situ permeability for the near surface soils in the proposed pond locations.

In order to meet the preceding objectives, we provided the following services:

1. Reviewed published soils and topographic information. This published information was obtained from the "Fort Myers S.E., Florida" Quadrangle Maps published by the United States Geological Survey (USGS), as well as the Soil Survey of Lee County, Florida, published by the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS).

2. Executed a program of subsurface exploration consisting of the following:
 - a. **STRUCTURES** - Performed a total of four (4) Standard Penetration Test (SPT) borings within the foot print of the proposed building to a depth of 40 feet below grade.
 - b. **PARKING AND LOADING AREAS** - Performed a total of seven (7) hand auger borings to a depth of 5 feet below grade.
 - c. **PONDS** – Performed two (2) field permeability tests with associated auger boring to a depth of 5 feet.
3. Visually classified the soil samples in the laboratory using the Unified Soil Classification System (USCS). Identified soil conditions at each boring location. Performed laboratory tests to confirm the visual classifications. Identified soil conditions at each boring location.
4. Obtained bulk soil samples and performed two (2) California Bearing Ratio (CBR) tests on selected samples collected from within the proposed paved areas.
5. Prepared this engineering report, which summarizes the course of study pursued, the field and laboratory data generated, subsurface conditions encountered, and our engineering evaluations in each of the pertinent topic areas.

The scope of our services did not include an environmental assessment for determining the presence or absence of wetlands or hazardous or toxic materials in the soil, bedrock, groundwater, or air, on or below or around this site. The scope of our services did not include determination of the potential for sinkhole activity. Any statements in this report or on the boring logs regarding odors, colors, unusual or suspicious items or conditions are strictly for the information of our client.

REVIEW OF PUBLISHED DATA

General Site Information

The project site at the time of our field activities consisted of a grassed area located along the airport service road. Based on a review of the “Fort Myers S.E., Florida” United States Geological Survey (USGS) Quadrangle Map, it appears that the natural elevation at the project site ranges from approximately +20 to +30 feet National Geodetic Vertical Datum of 1929 (NGVD 29).

Lee County Soil Survey

It should be noted that information contained in the USDA NRCS Soil Survey may not be reflective of current subsurface conditions, particularly if development in the project vicinity has modified existing soils or surface/subsurface drainage.

Based on a review of the Lee County Soil Survey, it appears that there is one (1) primary soil-mapping unit noted within the vicinity of the project site. The general soil description is presented in the following paragraphs and table, as described in the Soil Survey.

Oldsmar sand-Urban land (Map Unit 125) - The Oldsmar component makes up 45 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October and November. Organic matter content in the surface horizon is about 2 percent.

The Urban Land component of the previously mentioned soil types consists of areas where most of the soil surface is covered with impervious materials, such as buildings and paved areas. This land type consists of areas where the original soil has been modified through cutting, grading, filling, and shaping or has been generally altered for urban development.

SUMMARY OF USDA SOIL SURVEY LEE COUNTY, FLORIDA							
USDA Map Symbol and Soil Name	Soil Classification				pH	Seasonal High Water Table	
	Depth (in)	USCS	AASHTO	Permeability (in/hr)		Depth (feet)	Months
(125) Oldsmar sand-Urban land	0-6	SP-SM, SM	A-3, A-2-4	6.0 - 20.0	3.5-7.3	0.5-1.5	June-Nov
	6-38	SP, SP-SM	A-3, A-2-4	6.0 - 20.0	3.5-7.3		
	38-50	SP-SM, SM	A-3, A-2-4	6.0 - 20.0	3.5-7.3		
	50-80	SC-SM	A-4, A-7-6, A-6	0.1 - 0.2	5.1-7.8		

LABORATORY TESTING

Representative soil samples collected from the borings were classified and stratified in general accordance with the USCS soil classification system. Our classification was based on visual observations using the results from the laboratory testing as confirmation. These tests included fines content (percentage passing No. 200 mesh sieve), grain size analyses, Atterberg Limits, natural moisture content determination, and environmental corrosion tests. A total of two (2) bulk samples of insitu near surface soils were collected at bulk sample locations CBR-1 and CBR-2 for California Bearing Ratio (CBR) testing, as requested by ATKINS. The sample locations were selected by ATKINS and the soil samples for the CBR tests were collected at depths ranging from 1 to 2 feet below existing grades.

The following list summarizes the laboratory tests performed and respective test methods.

- Fines Content Analyses - The fines content tests were conducted in general accordance with the AASHTO test designation T-088 (ASTM test designation D-1140).
- Grain-Size Analyses - The grain-size analyses were conducted in general accordance with the AASHTO test designation T-088 (ASTM test designation D-422).
- Natural Moisture Content - The laboratory moisture content tests were conducted in general accordance with the AASHTO test designation T-265 (ASTM test designation D-2216).
- Atterberg Limits - The liquid limit and the plastic limit tests ("Atterberg Limits") were conducted in general accordance with the AASHTO test designations T-089 and T-090, respectively (ASTM test designation D-4318).
- Environmental Corrosion – Environmental corrosion tests were conducted in accordance with the FDOT test designations FM 5-550, FM 5-551, FM 5-552, and FM5-553.
- California Bearing Ratio (CBR) - The laboratory CBR tests were conducted in general accordance with the AASHTO test designation T-193 (ASTM test designation D-1883).

The results of the laboratory testing are included in **Appendix A**.

RESULTS OF SUBSURFACE EXPLORATION

Generally, the borings were performed at the proposed locations. When not possible, due to access or utility constraints, the locations were altered slightly. The boring locations are presented on the **Boring Location Plan** sheet in **Appendix B**.

The SPT borings were performed with the use of a drill rig equipped with an automatic hammer using Bentonite Mud drilling procedures. The soil sampling was performed in general accordance with ASTM test designation D-1586.

As each soil type was encountered in the borings, samples were collected and visually classified in the field with representative soil samples collected and returned to Tierra for soil classification and stratification. The results and locations of the SPT borings performed are presented on the **Boring Location Plan** and **Soil Profiles** sheets in **Appendix B**.

The soil strata encountered in the borings performed at the project site are summarized in the following table:

Stratum Number	Soil Description	USCS Symbol
1	Gray Brown SAND to SAND with Silt	SP/SP-SM
2	Pale Brown to Green Silty SAND to Calcareous Silty to Clayey SAND	SM/SM-SC
3	Green Calcareous Sandy CLAY	CL
4	Pale Brown Weathered LIMESTONE/CAPROCK	--(1)
5	Gray Brown Calcareous Sandy SILT to Sandy Clayey SILT	ML/ML-CL
(1) USCS nomenclature does not include a soil classification for limestone/caprock.		

Near-surface limestone (depth of 8 to 13 feet), colloquially known as “caprock”, was encountered in the SPT borings. The consistency of the “caprock” can vary. The presence of caprock is well known in the geographic area.

The subsurface soil stratification is of a generalized nature to highlight the major subsurface stratification features and material characteristics. The **Soil Profile** sheets included in **Appendix B** should be reviewed for specific information at individual boring locations. These profiles include soil descriptions, stratifications, and resistance values when applicable. The stratifications shown on the boring profiles represent the conditions only at the actual boring location. Variations did occur and should be expected between boring locations. The stratifications represent the approximate boundary between subsurface materials and the actual transition may be gradual.

Groundwater Information

The groundwater table was measured at the boring locations during our field exploration. The depths to the encountered groundwater table were found to range from 3 to 5 feet below existing grades within the borings performed. Groundwater table levels are indicated adjacent to the corresponding **Soil Profiles** sheets in **Appendix B**.

Groundwater conditions will vary with environmental variations and seasonal conditions, such as the frequency and magnitude of rainfall patterns, as well as man-made influences (i.e. existing water management canals, swales, drainage ponds, underdrains and areas of covered soils, such as paved parking lots and sidewalks).

Based upon the results of our borings, the SHGWT is estimated to occur at a depth of about ½ to 1½ feet below existing grades.

Geotechnical Parameters for Pond Design

Field hydraulic conductivity (permeability) testing was performed within the vicinity of the proposed storm-water ponds. The tests were performed at a depth of 3 feet below the ground surface within Strata 1 (SP/SP-SM) soils. The hydraulic conductivity tests were performed and the results evaluated in general accordance with the methodology presented in the booklet titled “Stormwater Retention Pond Infiltration Analyses in Unconfined Aquifers”, Jammal & Associates, Inc., prepared for Southwest Florida Water Management District (SWFWMD).

In addition, Tierra conducted auger borings to determine soil types and utilized nearby SPT borings to determine the depth to the top of the confining layer. Based on the results of our borings, the confining layer can be considered Strata 3 and 5 soils.

The following table presents the results of the field testing and our interpretation of the results with respect to the hydraulic conductivity of the insitu soils at the test location:

Test No.	Stratum	Test Depth (feet)	Insitu Infiltration/ Vertical Unsaturated Hydraulic Conductivity, (ft/day) ⁽¹⁾	Insitu Horizontal Saturated Hydraulic Conductivity, (ft/day) ⁽¹⁾	Estimated Seasonal High Groundwater Table Depth (feet)	Depth to Confining Layer (feet)
PERM-1	1	3	< 1	< 1	1.5	18
PERM-2	1	3	2	2	1.5	18

ENGINEERING EVALUATIONS AND RECOMMENDATIONS

General

Engineering evaluations and recommendations provided in the following sections are based on the subsurface conditions encountered within the borings performed. Based on our understanding of the typical loading conditions for the single-story structure and that finished site grades are anticipated to be within 2 to 4 feet of existing grades, the foundations and floor slabs may bear on the properly compacted soils encountered in the borings or properly placed and compacted sand fill. The results of the borings generally indicate that the existing sandy soils (strata 1 & 2) will provide adequate support for conventional shallow foundation systems and slab on grade after being prepared in accordance with the recommendations provided herein. If the final loads or final foundation criteria differ from what is presented in this report, Tierra should be given the opportunity to review the new design information and amend our recommendations, if

necessary. The following sections present the results of our engineering analyses and recommendations for the chosen foundation system.

Tierra also recommends that following note be added to the plans in regard to the shallow limestone (caprock):

Due to the presence of near-surface shallow limestone (caprock) and/or very dense/hard compacted fill soils, specialized equipment and/or methods may be required to excavate and/or dewater this material.

Foundation Recommendations

The soils encountered within the borings performed for the proposed project site generally consisted of sands, silty sands, limestone/caprock and sandy to clayey silts within the boring depths. Based on the SPT borings, the soil relative densities ranged from loose to medium dense sandy soils, firm to hard limestone/caprock and soft to firm sandy silt to sandy clay. Based on our evaluation and analyses, these soils are capable of supporting the assumed structural loads on shallow foundations after proper subgrade preparation, including surface compaction.

Based on the anticipated construction and assumed loading conditions, field results indicate shallow foundations may be designed for a net maximum allowable bearing pressure of 2,500 psf for the building structure. The foundations and floor slabs should bear on properly placed and compacted cohesionless (sand) fill or properly compacted strata 1 & 2 soils encountered at the site. A modulus of subgrade reaction (kg) of 60 pci can be utilized for structural slabs in direct contact with compacted select fill or compacted Stratum 1 soils. Structural slabs must bear on sand fill compacted in accordance with project specifications. The existing near surface sandy soils should be improved by compaction after clearing operations to improve foundation support and reduce total and differential settlements.

Footings should be constructed in a dry fashion. Footing excavations should be covered during rain events. Uncovered excavations may become oversaturated and difficult to compact during rain events. Surface run-off water should be drained away from the excavations and not allowed to pond. It is important that the structural elements be centered on the footings such that the load is transferred evenly unless the footings are proportioned for eccentric loads.

Lateral Earth Pressures

It is anticipated that portions of the proposed building with loading docks will consist of an elevated slab constructed on compacted sand (SP/SP-SM) fill retained by a retaining wall structure. Retaining walls will be subjected to lateral earth pressures. Recommended soil parameters to be used for design of the wall are presented in the following table. At locations where the wall is to be constructed below the groundwater table, hydrostatic and seepage forces must then also be included. The parameters do not include any surcharge effects for sloped backfill, point or area loads behind the walls and assume that adequate drainage provisions have been incorporated.

UNSUBMERGED UNIT WEIGHT ⁽¹⁾ (PCF)	SUBMERFLUID UNIT WEIGHT ⁽²⁾ (PCF)	FRICTION ANGLE ⁽²⁾ (ϕ)
110	48	30
<p>(1) These unit weights are based on a clean sand backfill with an average internal friction angle of 30 degrees and a moist unit weight of 110 pcf.</p> <p>(2) Hydrostatic and seepage forces should be added to the submerged fluid densities when calculating total forces acting on retaining walls</p>		

Settlement

The settlement of the proposed new shallow foundations supported on the compacted sand fill and/or improved insitu soils should occur rapidly after loading. Thus, the expected settlement should occur during construction as dead loads are imposed. Provided the recommended site preparation operations are properly performed and the recommendations previously stated are utilized, the total settlement of wall and isolated column footings should not exceed approximately 1 inch. Differential settlements between footings are estimated to be on the order of 1/2 inch or less. Differential settlement of this magnitude is usually considered tolerable for the anticipated construction; however, the tolerance of the proposed structure to the predicted total and differential settlement should be confirmed by the structural engineer. If final loading conditions differ from the loads assumed in this report, Tierra should be given the opportunity to review and amend our recommendations, if necessary.

Floor Slab

The proposed floor slabs may be safely supported as a slab-on-grade provided any unsuitable materials are removed and replaced with controlled structural fill.

Pavement Considerations

In general, following the completion of the recommended clearing and grading operations and fill placement, the compacted fill and natural shallow sandy soils should be acceptable for construction and support of a flexible (asphalt pavement with a limerock, crushed concrete, or shell base) or rigid (concrete pavement) type pavement section. The exposed subgrade soils, when compacted in accordance with project specifications to a minimum depth of 12 inches below stripped grade, will be capable of achieving a subgrade modulus of 60 pci.

On-Site Suitability

The suitability of the soil for reuse in construction should be evaluated against the project engineering fill requirements. Variations in the subsurface stratification should be expected between borings. Fill should be placed in accordance with the recommendations provided in this report, and the current applicable project specifications.

In general, the sandy soils (Stratum 1) may be moved and used for grading purposes, site leveling and backfill in other areas, provided the fill is free of organic soil, clay, debris or any other material deemed unsuitable for construction and evaluated against project engineering fill specifications. The subsurface soil conditions encountered are presented on the **Boring Location Plan** and **Soil Profiles** sheets in **Appendix B**.

Site Preparation

Prior to construction, the location of any existing underground utilities within the construction area should be established. Material suitable for re-use may be stockpiled; however, any material stockpiled for re-use shall be tested for conformance to material specifications as indicated in the following sections of this report. Provisions should then be made to relocate any interfering utility lines within the construction area to appropriate locations and backfilling the resulting excavations with compacted structural fill. In this regard, it should be noted that if abandoned underground pipes are not properly removed or plugged, they may serve as conduits for subsurface erosion, which subsequently may result in excessive settlement.

The site should be cleared prior to construction. As a minimum, it is recommended that the clearing operations extend to the depth needed to remove material considered deleterious at least 5 feet beyond the proposed development area. Deleterious materials to be removed include pavement remnants, roots, tree stumps or other buried or surface debris.

REPORT LIMITATIONS

The analyses, evaluations, and recommendations contained in this report are opinions based on the site conditions and project layout described herein and further assume that the conditions observed in the exploratory borings are representative of the subsurface conditions throughout the site, i.e., the subsurface conditions elsewhere on the site are the same as those disclosed by the borings. If, during construction, subsurface conditions different from those encountered in the exploratory borings are observed or appear to be present, Tierra should be advised at once so that we can review these conditions and reconsider our recommendations where necessary.

This report was prepared for the exclusive use of ATKINS and their consultant(s) for evaluating the design of the project as it relates to the geotechnical aspects discussed herein. It should be made available to prospective contractors for information on factual data only and not as a warranty of subsurface conditions included in this report. Unanticipated soil conditions may require that additional expense be made to attain a properly constructed project. Therefore, some contingency fund is recommended to accommodate such potential extra costs.

Appendix A

Summary of Laboratory Test Results for Soil Classification

Summary of Corrosion Test Results

CBR Test Results

SUMMARY OF LABORATORY TEST RESULTS FOR SOIL CLASSIFICATION
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT (RSW) PROPOSED REMOTE LOADING DOCK FACILITY
LEE COUNTY, FLORIDA
TIERRA PROJECT NO: 6511-19-094

Boring Number	Sample Depth (ft)	Stratum Number	USCS Symbol	Sieve Analysis (% Passing)					Atterberg Limits			Organic Content (%)	Natural Moisture Content (%)
				No. 10	No. 40	No. 60	No. 100	No. 200	Liquid Limit	Plastic Limit	Plasticity Index		
B-1	4.0 - 6.0	2	SM	---	---	---	---	17	---	---	---	---	---
B-1	18.5 - 20.0	5	ML	---	---	---	---	61	NP	NP	NP	---	25
B-1	28.5 - 30.0	3	CL	---	---	---	---	73	45	17	28	---	50
B-2	6.0 - 8.0	2	SM	---	---	---	---	16	---	---	---	---	---
B-3	23.5 - 25.0	5	ML-CL	---	---	---	---	51	23	19	4	---	35
B-3	28.5 - 30.0	5	SM-SC	---	---	---	---	45	26	20	6	---	37
B-4	23.5 - 25.0	5	ML	---	---	---	---	57	24	21	3	---	33

**SUMMARY OF LABORATORY TEST RESULTS FOR ENVIRONMENTAL CLASSIFICATION
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT (RSW) PROPOSED REMOTE LOADING DOCK FACILITY
LEE COUNTY, FLORIDA
TIERRA PROJECT NO: 6511-19-094**

Boring Number	Depth (ft)	Stratum	pH (FM 5-550)	Resistivity (ohm-cm) (FM 5-551)	Chlorides (ppm) (FM 5-552)	Sulfates (ppm) (FM 5-553)	Environmental Classification ⁽¹⁾ (Soil)	
							Steel	Concrete
B-1	0.0 - 4.0	1	6.9	18,000	105	6	Moderately Aggressive	Slightly Aggressive
B-4	0.0 - 4.0	1	7.4	20,000	30	<5	Slightly Aggressive	Slightly Aggressive

⁽¹⁾ As per FDOT Structures Design Guidelines.

TIERRA INC.

RESULTS OF CALIFORNIA BEARING RATIO TEST

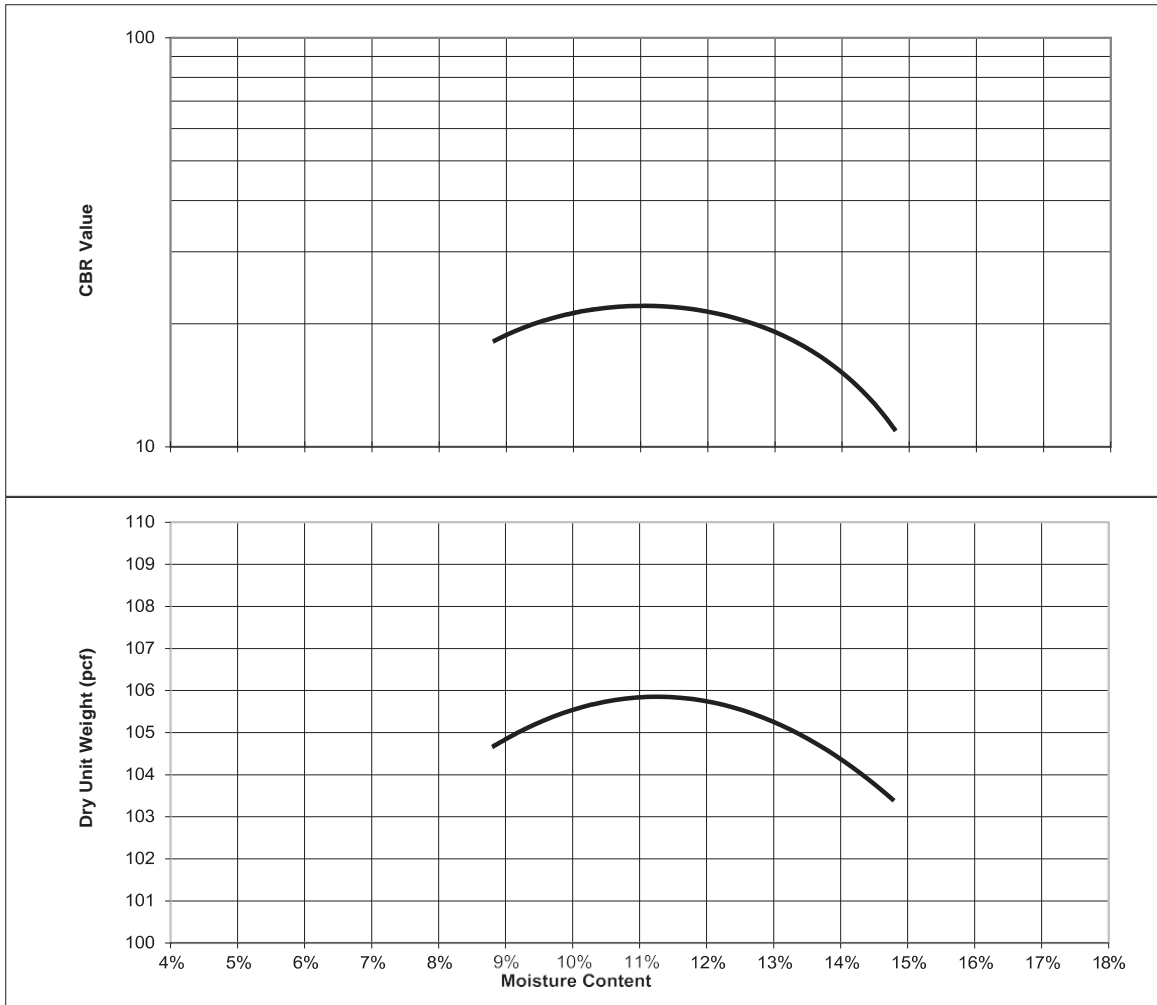
Tested For: Atkins

Project: RSW Terminal Expansion
Remote Loading Dock

Date: 5/20/2019

Project No. 6511-19-094
Report No. CBR 01

CBR MOISTURE-DENSITY RELATIONSHIP



CBR Value	22	Description: Dark Brown Fine Sand
Maximum Density	105.7 pcf	
Optimum Moisture	10.8 %	
Test Method:	ASTM D1883	
Tested By:	J. Delacerda	Sample Location: CBR-1
		Depth: 1-2'

Respectfully Submitted,
TIERRA INC.

TIERRA INC.

RESULTS OF CALIFORNIA BEARING RATIO TEST

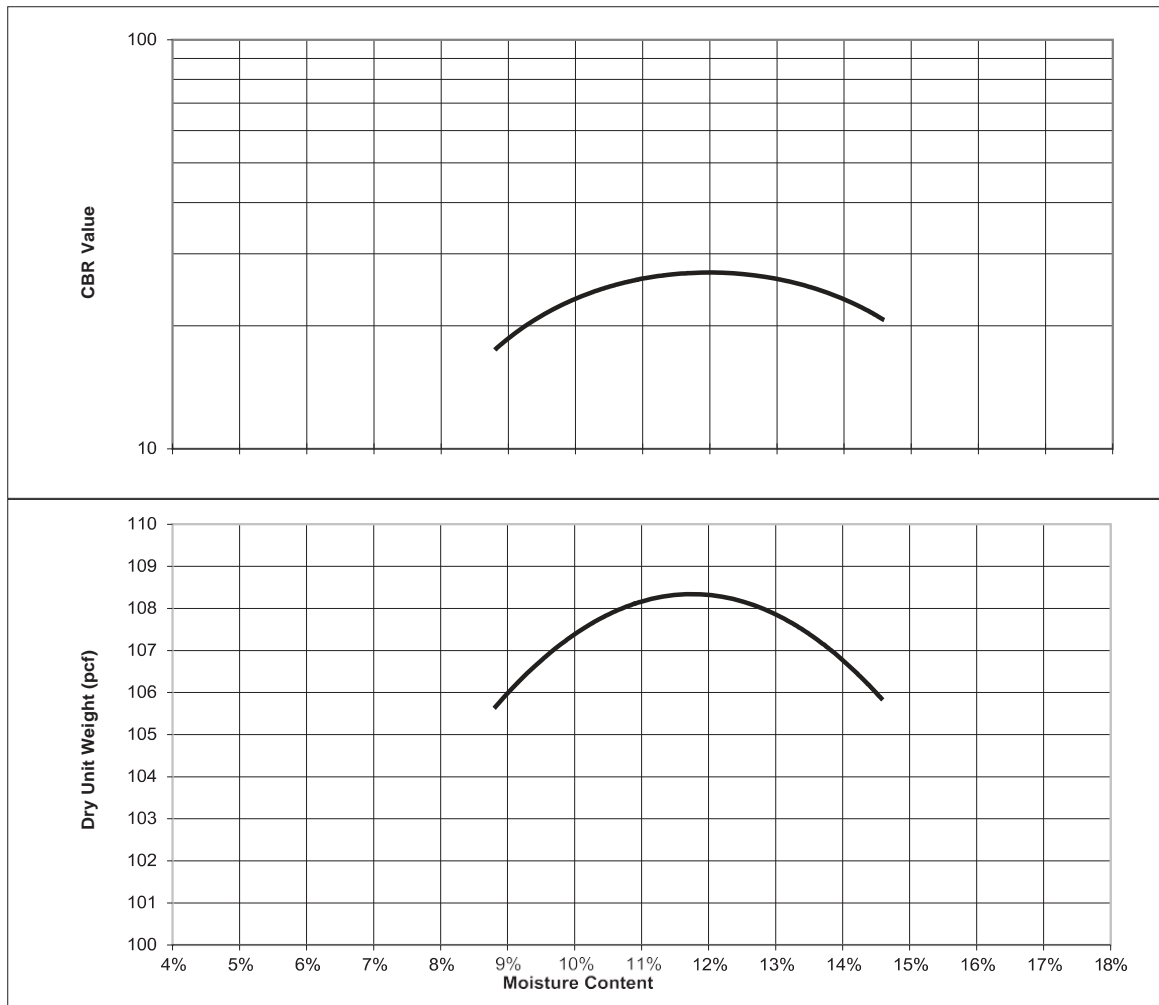
Tested For: Atkins

Project: RSW Terminal Expansion
Remote Loading Dock

Date: 5/20/2019

Project No. 6511-19-094
Report No. CBR 02

CBR MOISTURE-DENSITY RELATIONSHIP



CBR Value	27	Description: Light Brown Slightly Silty Fine Sand
Maximum Density	105.7 pcf	
Optimum Moisture	10.8 %	Sample Location: CBR-2 Depth: 1-2'
Test Method:	ASTM D1883	
Tested By:	J. Delacerda	

Respectfully Submitted,
TIERRA INC.

Appendix B

Boring Location Plan

Soil Profiles



NOTE: BASE MAP PROVIDED BY _____

BORING LOCATION PLAN



LEGEND

- ⊕ APPROXIMATE LOCATION OF AUGER BORING
- ⊕ APPROXIMATE LOCATION OF SPT BORING
- APPROXIMATE LOCATION OF BOREHOLE PERMEABILITY TEST
- APPROXIMATE LOCATION OF CBR BULK SAMPLING

DRAWN BY:
SW
CHECKED BY:
WPR

APPROVED BY:
WPR
DATE:
JUL 2019

ENGINEER OF RECORD:
WILLIAM P. ROVIRA IV, P.E.
FLORIDA LICENSE NO.:
74586



SCALE:
NOTED

PROJECT NUMBER:
6511-19-094

**GEOTECHNICAL ENGINEERING SERVICES
SOUTHWEST FLORIDA INTERNATIONAL
PROPOSED REMOTE LOADING DOCK
LEE COUNTY, FLORIDA**

SHEET 1

SOIL PROFILES

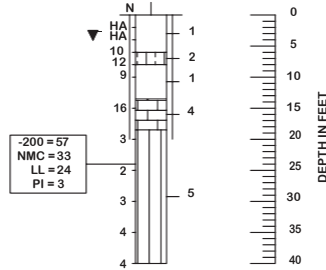
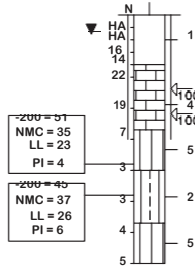
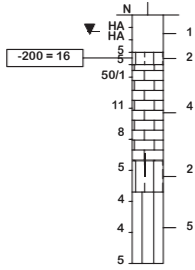
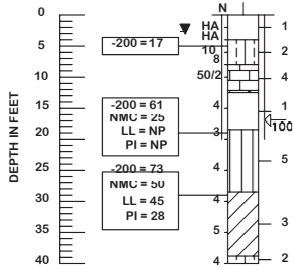
LEGEND

BOR # B-1
EASTING 733227
NORTHING 796995
DATE 5/7/2019
DRILLER J. SMITH
HAMMER AUTOMATIC RIG D-25

BOR # B-2
EASTING 733310
NORTHING 796881
DATE 5/8/2019
DRILLER J. SMITH
HAMMER AUTOMATIC RIG D-25

BOR # B-3
EASTING 733256
NORTHING 797028
DATE 5/7/2019
DRILLER J. SMITH
HAMMER AUTOMATIC RIG D-25

BOR # B-4
EASTING 733362
NORTHING 796898
DATE 5/8/2019
DRILLER J. SMITH
HAMMER AUTOMATIC RIG D-25

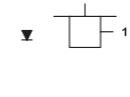
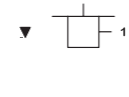
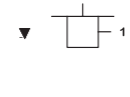


BOR # AB-1
EASTING 733107
NORTHING 796886
DATE 5/7/2019

BOR # AB-2
EASTING 733179
NORTHING 796854
DATE 5/7/2019

BOR # AB-3
EASTING 733180
NORTHING 796782
DATE 5/7/2019

BOR # AB-4
EASTING 733233
NORTHING 796716
DATE 5/7/2019



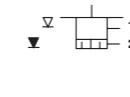
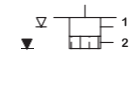
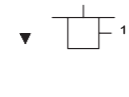
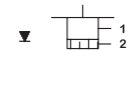
BOR # AB-5
EASTING 733321
NORTHING 797127
DATE 5/7/2019

BOR # AB-6
EASTING 733368
NORTHING 797055
DATE 5/7/2019

BOR # AB-7
EASTING 733414
NORTHING 796977
DATE 5/7/2019

BOR # PERM-1
EASTING 733233
NORTHING 796618
DATE 5/7/2019

BOR # PERM-2
EASTING 733459
NORTHING 797089
DATE 5/7/2019



ENVIRONMENTAL CLASSIFICATION (PER FDOT SDG):
SUBSTRUCTURE CONCRETE: SLIGHTLY AGGRESSIVE
SUBSTRUCTURE STEEL: MODERATELY AGGRESSIVE (pH = 6.9)

SOIL TEST RESULTS:
RESISTIVITY 18,000 TO 20,000 OHM-CM
CHLORIDES 30 TO 105 PPM
SULFATES <5 TO 6 PPM
pH 6.9 TO 7.4

- 1 [Symbol] GRAY BROWN SAND TO SAND WITH SILT (SP/SP-SM)
- 2 [Symbol] PALE BROWN TO GREEN SILTY SAND TO CALCAREOUS SILTY TO CLAYEY SAND (SM/SM-SC)
- 3 [Symbol] GREEN CALCAREOUS SANDY CLAY (CL)
- 4 [Symbol] PALE BROWN WEATHERED LIMESTONE/CAPROCK
- 5 [Symbol] GRAY BROWN CALCAREOUS SANDY SILT TO SANDY CLAYEY SILT (ML/ML-CL)
- ▽ GROUNDWATER LEVEL ENCOUNTERED DURING INVESTIGATION
- ∇ ESTIMATED SEASONAL HIGH GROUNDWATER TABLE
- N SPT N-VALUE IN BLOWS/FOOT FOR 12 INCHES OF PENETRATION (UNLESS OTHERWISE NOTED)
- SP UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2488) GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW AND LABORATORY TESTING ON SELECTED SAMPLES FOR CONFIRMATION OF VISUAL REVIEW
- 50/4 NUMBER OF BLOWS FOR 4 INCHES OF PENETRATION
- 4/100 LOSS OF CIRCULATION OF DRILLING FLUID (100%)
- [Symbol] CASING
- 200 PERCENT PASSING #200 SIEVE
- NMC NATURAL MOISTURE CONTENT (%)
- LL LIQUID LIMIT (%)
- PI PLASTICITY INDEX (%)
- NP NON PLASTIC

EASTING EASTING COORDINATE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, N.A.D. 83 DETERMINED USING HAND-HELD GARMIN ETREX EQUIPMENT WITH A REPORTED ACCURACY OF 10 FEET

NORTHING NORTHING COORDINATE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, N.A.D. 83 DETERMINED USING HAND-HELD GARMIN ETREX EQUIPMENT WITH A REPORTED ACCURACY OF 10 FEET

	SAFETY HAMMER	AUTOMATIC HAMMER
GRANULAR MATERIALS- RELATIVE DENSITY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY LOOSE	LESS THAN 4	LESS THAN 3
LOOSE	4 to 10	3 to 8
MEDIUM DENSE	10 to 30	8 to 24
DENSE	30 to 50	24 to 40
VERY DENSE	GREATER THAN 50	GREATER THAN 40
SILTS AND CLAYS CONSISTENCY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY SOFT	LESS THAN 2	LESS THAN 1
SOFT	2 to 4	1 to 3
FIRM	4 to 8	3 to 6
STIFF	8 to 15	6 to 12
VERY STIFF	15 to 30	12 to 24
HARD	GREATER THAN 30	GREATER THAN 24

DRAWN BY:
SW
CHECKED BY:
WPR

APPROVED BY:
WPR
DATE:
JUL 10 2019

ENGINEER OF RECORD:
WILLIAM P. ROVIRA IV, P.E.
FLORIDA LICENSE NO.:
74586



TIERRA
7351 Temple Terrace Highway
Tampa, Florida 33637
Phone: 813-989-1354 Fax: 813-989-1355
FL Cert. No.: 6486

SCALE:
NOTED

PROJECT NUMBER:
6511-19-094

GEOTECHNICAL ENGINEERING SERVICES
SOUTHWEST FLORIDA INTERNATIONAL
PROPOSED REMOTE LOADING DOCK
LEE COUNTY, FLORIDA

SHEET

VENDORS (from IonWave)

VENDOR #	VENDOR NAME	PHONE #	Address Line 1	Address Line 2	CITY	STATE	ZIP
CONSTRUCTION							
427310	AMERICAN CONSTRUCTION AND PLUMBING INC	239 896-2947	2092 BEACON MANOR DRIVE		FORT MYERS	FL	33907
370205	AVANT CONSTRUCTION INC	239 282-2800	16500 BURNT STORE ROAD STE 103		PUNTA GORDA	FL	33955
350628	BONITA SHORES CONSTRUCTION INC	239 949-5589	25231 BERNWOOD DR	SUITE #2	BONITA SPRINGS	FL	34135
383514	CLEVELAND CONSTRUCTION INC	440 225-8000	711 5TH AVENUE SOUTH SUITE 200		NAPLES	FL	34102
272637	COASTAL CONSTRUCTION PRODUCTS INC	239 690-9797	5810 CORPORATION CIRCLE	BILLY CREEK COMM	FORT MYERS	FL	33905
201686	CONSTRUCTION BOOK EXPRESS	800 253-0541	90 PLANT AVE	SUITE 3	HAUPPAUGE	NY	11788
213943	CONSTRUCTION ENGINEERING	720 733-1082	5285 EAST HIGHWAY 86		FRANKTOWN	CO	80116
392251	CONSTRUCTION SPECIALIST OF PALM BCH INC	954 330-7060	5485 WILES RD STE 407		COCONUT CREEK	FL	33073
398105	CONSTRUCTION SPECIALTIES INC	813 831-3344	6696 STATE ROUTE 405		MUNCY	PA	17756
325241	CONSTRUCTION SPECIALTIES INC	813 831-3344	3 WERNER WAY		LEBANON	NJ	6633
419565	CREIGHTON CONSTRUCTION AND MANAGEMENT	239 210-0455	CREIGHTON COMMERCIAL DEVELOPMENT	900 SW Pine Island R	CAPE CORAL	FL	33991
427097	CUTTING EDGE CONSTRUCTION & WOODWORKING		14848 OLD 41 #11		NAPLES	FL	34110
274532	DEANGELIS DIAMOND CONSTRUCTION INC	239 594-1994	6635 WILLOW PARK DR		NAPLES	FL	34109
370946	FAITH CONSTRUCTION & MORE INC	239 226-9084	3071 MARTIN LUTHER KING JR BLVD		FORT MYERS	FL	33961
418540	FREMAR CONSTRUCTION INC	239 549-8681	FREEMAR CONSTRUCTION	4712 SE 15TH AVENUE	CAPE CORAL	FL	33904
373794	GATES BUTZ INSTITUTIONAL CONSTRUCTION	239 593-3777	12810 TAMIAMI TRAIL N		NAPLES	FL	34110
456852	GATES CONSTRUCTION	239 593-3777	27599 RIVERVIEW CENTER BLVD	SUITE 205	BONITA SPRINGS	FL	34134
410728	GATOR CONSTRUCTION OF ESTERO	239 707-7581	PO BOX 982		ESTERO	FL	33928
456851	HALFACRE CONSTRUCTION COMPANY	941 907-9099	7015 PROFESSIONAL PARKWAY EAST		SARASOTA	FL	34240
401921	HARDIN CONSTRUCTION CO LLC	813 801-6441	ONE N DALE MABRY HWY		TAMPA	FL	33609
359820	HD SUPPLY WHITE CAP CONSTRUCTION SUPPLY	239 334-0061	DBA HD SUPPLY WHITE CAP CONSTRUCTI	3135 HANSON STRE	FORT MYERS	FL	33916-7579
383820	HERMOSA CONSTRUCTION GROUP LLC	678 564-3220	3300 CUMBERLAND BOULEVARD STE 325		ATLANTA	GA	30339
398986	LINK CONSTRUCTION INC	239 565-0575	6360 METRO PLANTATION RD		FORT MYERS	FL	33966
447918	M C & M CONSTRUCTIONS CORP	754 248-1155	MCWDCC AUTO SALES & SERVICES CORP	PO BOX 1533	FORT MYERS	FL	33901
407611	MANHATTAN CONSTRUCTION (FLORIDA) INC	239 643-6000	3705-1 WESTVIEW DRIVE		NAPLES	FL	34104
433025	MARZUCCOS CONSTRUCTION & COATINGS INC	239 455-7242	12455 COLLIER BLVD		NAPLES	FL	34116
449951	MORCON CONSTRUCTION CO INC	763 546-6066	5151 INDUSTRIAL BLVD NE		FRIDLEY	MN	55421
454251	NATIONAL CONSTRUCTION RENTALS INC		DBA NATIONAL RENT A FENCE	15319 CHATSWORTH	MISSION HILLS	CA	91345
418541	NICHOLSON CONSTRUCTION COMPANY	727 223-5979	25400 US 19 N SUITE 29		CLEARWATER	FL	33763
442179	OELRICH CONSTRUCTION INC	352 745-7877	275 NW 137TH DRIVE SUITE A		JONESVILLE	FL	32669
110420	P C L CONSTRUCTION SVCS	407 363-0059	6675 WESTWOOD BLVD NR 200		ORLANDO	FL	32821
249442	PHOENIX CONSTRUCTION SERVICES INC	850 265-4210	1805 TENNESSEE AVE		LYNN HAVEN	FL	32444
441584	REGISTER CONSTRUCTION & ENGINEERING INC	863 688-7775	3730 NEW TAMPA HWY		LAKELAND	FL	33815
420911	SMOOT CONSTRUCTION COMPANY OF OHIO	614 253-9000	1907 LEONARD AVENUE		COLUMBUS	OH	43219
425941	SWF CONSTRUCTION LLC	239 948-1520	28440 OLD 41 ROAD	SUITE 11	BONITA SPRINGS	FL	34135
463394	TOMAHAWK CONSTRUCTION LLC		16651 OLD US 41		FORT MYERS	FL	33912
432793	VANTAGE CONSTRUCTION SERVICES LLC	239 313-6603	8801 COLLEGE PARKWAY	SUITE 2	FORT MYERS	FL	33919
395894	W G YATES & SONS CONSTRUCTION COMPANY	770 399-1919	4401 NORTHSIDE PARKWAY STE 700		ATLANTA	GA	30327
388735	WEST CONSTRUCTION INC	561 588-2027	318 S DIXIE HWY STE 4-5		LAKE WORTH	FL	33460
426056	WRIGHT CONSTRUCTION GROUP INC	239 481-5000	5811 YOUNGQUIST ROAD		FORT MYERS	FL	33912

VENDORS (from IonWave)

DESIGN								
387893	BELLA SIGNS AND DESIGNS INC	239	415-7446	DBA BELLA SIGNS AND DESIGNS INC	17100 SAFETY STRE	FORT MYERS	FL	33908
300487	CARROLL DESIGN			585 PLYMOUTH STREET		WORTHINGTON	OH	43085-3757
369985	DESIGNS TO A T INC	239	549-5995	1601 SE 46TH LANE		CAPE CORAL	FL	33904
399489	ECHEVERRIA DESIGN GROUP	305	444-0505	353 ALCAZAR AVE		CORAL GABLES	FL	33134
385385	FENCE DESIGNS BY ARC TECH	239	334-8611	2219 FLINT DRIVE		FORT MYERS	FL	33916
349406	GREYSTONE ACCURACY BY DESIGN	800	561-5611 EXT	150 ENGLISH DRIVE		MONCTON	NB	E1E 4G7
435030	HEALTH DESIGNS	904	285-2019	35 EXECUTIVE WAY SUITE 110		PONTE VEDRA BEACH	FL	32082
338516	INNOVATIVE ELECTRONIC DESIGNS	502	267-7436	9701 TAYLORSVILLE ROAD		LOUISVILLE	KY	40299
422093	KNAAK DESIGN GROUP			KDG LANDSCAPE ARCHITECTURE INC	8881 TERRENCE CO	BONITA SPRINGS	FL	34135
392973	LAI DESIGN ASSOCIATES LLC			10600 CHEVROLET WAY STE 200		ESTERO	FL	33928
423602	MARTIN DESIGN GROUP	866	670-5552	MICHAEL MARTIN	3518 MALAGROTTA	CAPE CORAL	FL	33909
377166	MEDIA DESIGN SERVICES INC	239	598-9313	DBA NUEVOS ECOS	PO BOX 990572	NAPLES	FL	34116
393919	OFFICE FURNITURE & DESIGN CONCEPTS INC	239	337-1212	11866 METRO PARKWAY		FORT MYERS	FL	33966
383444	PREMIERE COMMERCIAL FURNITURE AND DESIGN	863	648-2000	160 FITZGERALD ROAD SUITE 3		LAKELAND	FL	33813
409239	PREMIUM WOOD DESIGNS	580	249-9444	2300 N 10TH STREET		ENID	OK	73701
453693	REMY'S CUSTOM DESIGN TAILOR			SHOPS AT JAMAICA BAY	15245 S TAMIAMI TR	FORT MYERS	FL	33908
112587	SIGNS & DESIGNS	239	772-9992	913 S E 15TH AVENUE		CAPE CORAL	FL	33990
359843	THE SOLUTION DESIGN GROUP INC	407	792-1160	7147 NORWICH COURT		WARRENTON	VA	20187
CONSULTANTS								
104060	BOYLAN ENVIRONMENTAL CONSULTANTS INC	239	418-0671	11000 METRO PARKWAY STE 4		FORT MYERS	FL	33966
442775	DIVERSIFIED TECHNOLOGY CONSULTANTS	941	554-2035	650 CENTRAL AVENUE UNIT 3		SARASOTA	FL	34236
355111	DK CONSULTANTS LLC	703	438-3648	1307 CARPERS FARM WAY		VIENNA	VA	22182
411562	EAP CONSULTANTS INC	239	433-2322	6237 PRESIDENTIAL COURT SUITE 110		FORT MYERS	FL	33919
373777	ENERGY CONTROL CONSULTANTS	954	739-8400	10220 W STATE RD 84 SUITE 9		DAVIE	FL	33324
418246	HAMILTON MADISON BUSINESS CONSULTANTS			11109 HARBOUR SPINGS CIRCLE		BOCA RATON	FL	33428
447532	MJD COMMUNICATION CONSULTANTS			251 CASTLEWOOD CIRCLE		HYANNIS	MA	2601
381058	REAL ESTATE RESEARCH CONSULTANTS	407	843-5635 X10	14 E WASHINGTON STREET STE 500		ORLANDO	FL	32801
433643	TANK ENGINEERING & MGMT CONSULTANTS INC	863	354-9010	PO BOX 889	4000 STATE ROAD 60	MULBERRY	FL	33860
420818	TELECOM MARKETING NETWORK CONSULTANTS	214	916-0261	PO BOX 131943		DALLAS	TX	75313
386456	VEGETATION MANAGEMENT CONSULTANTS LLC	800	682-1187	PO BOX 1115		HASTINGS	FL	321451115



LEE COUNTY PORT AUTHORITY
ADDENDUM 5
ISSUED November 20, 2020

Request for Proposals RFP 21-03TLB Lease of Land for Development and Operation of an Air Freight Building at Southwest Florida International Airport

Firms and other interested parties are officially informed that the above-referenced Request for Proposals is hereby revised, changed, and supplemented as set forth herein. This addendum is hereby incorporated in and made a part of the above referenced RFP. **Receipt of this addendum must be acknowledged on Form 2, Respondent's Certification.**

Item 1. QUESTIONS & RESPONSES - The following questions were received from potential respondents on or before the date and time set for receipt of questions and clarification requests. Responses are provided as follows:

Q1. Can a contact for each tenant in the existing facility be provided? What are the space requirements and rent expectations of the existing tenants regarding the new facility?

A. See answer to Q1 in Addendum 3. (With respect to this RFP, potential proposers are permitted to solicit input from the tenants listed in Addendum 3 until the due date of the submission of proposals.)

Q2. Are utilities near the site that are needed (electrical, water, gas, sewer) {Roster of all utilities} a.) Not sure if already answered. I know water is right there but not sure if they have a fire loop and domestic loop.

A. See answer to Q24, in Addendum 4, along with the attached Exhibit I RSW Remote Loading Dock Existing Conditions Plan. There appears to be one looped water line in the vicinity of the site, which is likely to be potable and to serve for fire protection; however, the Authority cannot guarantee this information and each Proposer is responsible for verifying the availability of utilities to their own satisfaction. Lee County Utilities maintains the water line and should be contacted for more information.

Q3. What type of gate will be required to be installed, if any?

A. Any portals, such as gates, that give access to any regulated area must meet 49 CFR Part 1542 requirements for airport security. As an example, if the new facility is going to copy the current air freight building's access control, a gate would be required, that will be tied into the perimeter fence. The gate would need to be controlled via the airport's access control system, and have CCTV coverage. Please note that although Proposers are asked to provide a statement of proposed security procedures--including personnel, facility, and cargo security--in response to RFP Section C.02, Section 6, Item I, the security system need not be designed for purposes of submitting a proposal. Prior to construction, the selected proposer, as the ground tenant, will be required to submit plans to the Authority for its review, and this will include any changes to the airside perimeter fencing. The Authority may specify and require the use of certain equipment (e.g. cameras, card readers) that is compatible with the airport's security system, and may require the tenant to utilize the Authority's IT contractor for IT-related items such as cabling for cameras. The successful Proposer will be responsible for the installation and cost of any new fencing, fencing changes, gates, and security equipment. Notwithstanding the foregoing, the Authority will reserve the right to provide and/or have its own contractor install certain equipment at the Authority's cost.

DocuSigned by:

FA068A66127C4A5...
Melissa M. Wendel, CPPO
Procurement Manager

END OF ADDENDUM

Distribution

Gregory S. Hagen, Legal
Brian McGonagle, Administration
Ed Moran, Properties
Carolyn Langdon, Properties
Terri L. Bortz, Purchasing



FORM 6: BUSINESS REFERENCES - FOR AEROTERM

References:

Please provide three (3) current and correct business references.

✓ 1. **Chicago Department of Aviation**

 COMPANY

 Adam Rod

 CONTACT NAME

 ORD Assistant Commissioner - Planning

 BUSINESS RELATIONSHIP

 10510 W. Zemke Road

 ADDRESS

 Chicago, Illinois, 60666

 CITY, STATE, ZIP CODE

 (773) 894-6907

 TELEPHONE

 adam.rod@cityofchicago.org

 EMAIL

✓ 2. **Columbus Regional Airport Authority**

 COMPANY

 Bryan Schreiber (Susan Salisbury gave the reference)

 CONTACT NAME

 LCK Manager Business Development

 BUSINESS RELATIONSHIP

 7161 Second Street

 ADDRESS

 Columbus, Ohio, 43217

 CITY, STATE, ZIP CODE

 (614) 409-3621

 TELEPHONE

 bschreiber@columbusairports.com

 EMAIL

✓ 3. **Sacramento County**

 COMPANY

 Angela Hourigan

 CONTACT NAME

 SMF Sr. Economic Development Specialist

 BUSINESS RELATIONSHIP

 700 H Street, Suite 6750

 ADDRESS

 Sacramento, California, 95814

 CITY, STATE, ZIP CODE

 (916) 874-0915

 TELEPHONE

 hourigana@saccounty.net

 EMAIL

FIRM REFERENCE CHECK

RFP 21-03TLB



Lease of Land for Development and Operation of an
Air Freight Building at Southwest Florida International Airport

PERSON PROVIDING REFERENCE	Section 1	Reference Respondent Information – Please Print Legibly	Please return completed form to:
	Name & Title:	Adam Rod, Assistant Commissioner - Planning	Purchasing Agent: <u>Terri Bortz</u>
	Company:	Chicago Department of Aviation	Due Date: _____
	Email:	adam.rod@cityofchicago.org	Total # Pages: _____
	Phone:	773-894-8907	Phone: <u>239-590-4554</u> Fax: <u>239-590-4539</u> Email: <u>tlbortz@filycpa.com</u>
FIRM FOR REFERENCE BEING PROVIDED	Section 2	Firm Reference Information – Please Print Legibly	
	Firm Name:	AEROTERM	
	Project Name:	O'Hare Airport Northeast Cargo Project	
	You or your firm has been provided as a reference on the project identified above. Please complete section 3:		
	Section 3		
	1. What was your job title and role during the referenced project?	I was CDA's chief planning administrator (also responsible for cargo affairs) in guiding the financial, operational, and construction planning for this new \$200+ million cargo capacity at O'Hare developed by Aeroterm (via RFP), which added a new cargo ramp and over 900,000 SF of facility space for the airport, able to handle 13 new B747-8F aircraft at one time and adding 2,000 new permanent airport jobs (hundreds more jobs than originally estimated). Phase I opened in 2016, Phase II opened in 2017 far ahead of schedule, and now Phase III is anticipated to open in 2022 (also far ahead of schedule).	
	2. Was the project(s) completed on time? Was the project(s) completed within budget?	Yes on both accounts.	
	3. Did the firm respond promptly to questions from the owner regarding the project?	Yes, always (and thoroughly).	
	4. In your opinion, what was a strength exhibited by the firm?	Aeroterm devotes total resources (financial, construction, leasing, etc.) to a project as a dedicated and loyal stakeholder to its airport client—developing trust and high quality standards to rely on in delivering a large capital project.	
	5. In your opinion, what was this firm's greatest weakness?	To be very honest, a great weakness does not come to mind, as much as any major project has its shares of challenges (some unforeseen, even with prudent planning). Aeroterm always worked hard and fast to overcome any of these challenges.	
	6. Was the firm proactive or reactive in resolving issues?	As mentioned, definitely yes.	
	7. Did the firm offer acceptable solutions to resolve issues for project mistakes?	Yes.	
	8. Would you hire this firm again? Why or why not?	Absolutely. I strongly believe Aeroterm represents a standard of excellence and high quality, from its guiding principles to its professional staff to its design and construction expertise. Aeroterm always strives to serve its clients with the very best product and service.	

FIRM REFERENCE CHECK

RFP 21-03TLB



Lease of Land for Development and Operation of an
Air Freight Building at Southwest Florida International Airport

PERSON PROVIDING REFERENCE	Section 1	Reference Respondent Information – Please Print Legibly	Please return completed form to:	
	Name & Title:	Susan L. Salisbury	Purchasing Agent: <u>Terri Bortz</u>	
	Company:	Columbus Regional Port Authority	Due Date: _____	
	Email:	ssalisbury@columbusairports.com	Total # Pages: _____	
	Phone:	(614) 239-3193	Phone: <u>239-590-4554</u> Fax: <u>239-590-4539</u> Email: <u>tlbortz@flylcpa.com</u>	
FIRM FOR REFERENCE BEING PROVIDED	Section 2	Firm Reference Information – Please Print Legibly		
	Firm Name:	AEROTERM		
	Project Name:	WHAT WAS THE NAME OF THE PROJECT? (AEROTERM)		
	You or your firm has been provided as a reference on the project identified above. Please complete section 3:			
	Section 3			
	1.	What was your job title and role during the referenced project?		
		Program Manager, Property Manager		
	2.	Was the project(s) completed on time? Was the project(s) completed within budget?		
		The ground lease was signed 1985		
	3.	Did the firm respond promptly to questions from the owner regarding the project?		
		No history		
	4.	In your opinion, what was a strength exhibited by the firm?		
		They are current on the rents.		
5.	In your opinion, what was this firm’s greatest weakness?			
	Lack of maintenance to current buildings, letting facilities decay, lack of active leasing activities			
6.	Was the firm proactive or reactive in resolving issues?			
	sometimes			
7.	Did the firm offer acceptable solutions to resolve issues for project mistakes?			
8.	Would you hire this firm again? Why or why not?			
	They have a monopoly on our airfield but do not promote leasing as it would require renovation			

FIRM REFERENCE CHECK

RFP 21-03TLB



Lease of Land for Development and Operation of an
Air Freight Building at Southwest Florida International Airport

PERSON PROVIDING REFERENCE	Section 1	<u>Reference Respondent Information – Please Print Legibly</u>	Please return completed form to:	
	Name & Title:	Angela Hourigan, Sr. Airport Economic Development Specialist, Properties and Business Development	Purchasing Agent: <u>Terri Bortz</u>	
	Company:	Sacramento County Department of Airports	Due Date: _____	
	Email:	Hourigana@sacounty.net	Total # Pages: _____	
	Phone:	(916) 874-0915	Phone: <u>239-590-4554</u> Fax: <u>239-590-4539</u> Email: <u>tlbortz@flyphpa.com</u>	
FIRM FOR REFERENCE BEING PROVIDED	Section 2	<u>Firm Reference Information – Please Print Legibly</u>		
	Firm Name:	AEROTERM		
	Project Name:	(AEROTERM)		
	You or your firm has been provided as a reference on the project identified above. Please complete section 3:			
	Section 3			
	1. What was your job title and role during the referenced project?	Sr. Airport Economic Development Specialist, Sacramento County Department of Airports. I was the liaison for the Department of Airports between Aeroterm, Sacramento County Counsel, Risk Management, Design and Development and Economic Development during lease negotiations through completion of construction of their facility at Sacramento International Airport. I am also the property project manager that oversees their ground lease.		
	2. Was the project(s) completed on time? Was the project(s) completed within budget?	Yes		
	3. Did the firm respond promptly to questions from the owner regarding the project?	Yes, Aeroterm did respond promptly to the Department of Airports during each phase of the project.		
	4. In your opinion, what was a strength exhibited by the firm?	Consistent and constant communication throughout each phase of the project.		
	5. In your opinion, what was this firm’s greatest weakness?	Adjusting to delays associated with COVID-19. We all learned as we went since construction was in progress.		
	6. Was the firm proactive or reactive in resolving issues?	Proactive. An example would be that they anticipated potential delays and kept us informed.		
	7. Did the firm offer acceptable solutions to resolve issues for project mistakes?	Yes, Aeroterm provided alternatives to resolve issues as they arose.		
	8. Would you hire this firm again? Why or why not?	Aeroterm was/is not employed by the Sacramento County Department of Airports; they are a ground lease tenant.		

RFP 21-03TLB: Lease of Land for Development and Operation of an Air Freight Building
at Southwest Florida International Airport



FORM 6: BUSINESS REFERENCES - FOR AFCO

References:

Please provide three (3) current and correct business references.

✓ 1. Baltimore-Washington International Airport

COMPANY

Jim Walsh

CONTACT NAME

AFCO is a tenant paying ground rent

BUSINESS RELATIONSHIP

Third Floor Terminal Building P.O. Box 8766

ADDRESS

BWI Airport, MD 21240

CITY, STATE, ZIP CODE

(410) 859-7969

TELEPHONE

jwalsh1@bwiairport.com

EMAIL

✓ 2. Greater Orlando Aviation Authority

COMPANY

Byron Hoffman

CONTACT NAME

AFCO is a tenant paying ground rent

BUSINESS RELATIONSHIP

5855 Cargo Road

ADDRESS

Orlando, FL 32827

CITY, STATE, ZIP CODE

(407) 825-3858

TELEPHONE

byron.hoffman@goaa.org

EMAIL

3. San Diego County Regional Airport Authority

COMPANY

Nyle Marmion

CONTACT NAME

AFCO is a tenant paying ground rent

BUSINESS RELATIONSHIP

Third Floor, SDCRAA Administration Building, 3225 North Harbor Drive

ADDRESS

San Diego, CA 92101

CITY, STATE, ZIP CODE

(619) 400-2580

TELEPHONE

nmarmion@san.org

EMAIL

FIRM REFERENCE CHECK

RFP 21-03TLB

Lease of Land for Development and Operation of an
Air Freight Building at Southwest Florida International Airport



PERSON PROVIDING REFERENCE	Section 1	Reference Respondent Information – Please Print Legibly	Please return completed form to:	
	Name & Title:	James G. Walsh, AAE	Purchasing Agent; Terri Bortz	
	Company:	Baltimore-Washington International Airport	Due Date: 12/15/2020	
	Email:	Jwalsh1@bwairport.com	Total # Pages:	
	Phone:	(410) 859-7969	Phone: 239-590-4554 Fax: 239-590-4539	
			Email: tlbortz@flylcpa.com	
FIRM FOR REFERENCE BEING PROVIDED	Section 2	Firm Reference Information – Please Print Legibly		
	Firm Name:	Aviation Facilities Company Management LLC		
	Project Name:	WHAT WAS THE NAME OF THE PROJECT? (Aviation Facilities Company Management LLC)		
	You or your firm has been provided as a reference on the project identified above. Please complete section 3:			
	Section 3			
	1. What was your job title and role during the referenced project?	Chief Financial Officer		
	2. Was the project(s) completed on time? Was the project(s) completed within budget?	Yes and Yes.		
	3. Did the firm respond promptly to questions from the owner regarding the project?	Yes		
	4. In your opinion, what was a strength exhibited by the firm?	On-time and on budget.		
	5. In your opinion, what was this firm's greatest weakness?	None.		
6. Was the firm proactive or reactive in resolving issues?	Very much so.			
7. Did the firm offer acceptable solutions to resolve issues for project mistakes?	Yes			
8. Would you hire this firm again? Why or why not?	Yes.			

FIRM REFERENCE CHECK

RFP 21-03TLB



Lease of Land for Development and Operation of an
Air Freight Building at Southwest Florida International Airport

PERSON PROVIDING REFERENCE	Section 1	<u>Reference Respondent Information – Please Print Legibly</u>	Please return completed form to:	
	Name & Title:	Byron Hoffman, Manager, Commercial Development	Purchasing Agent: <u>Terri Bortz</u>	
	Company:	<u>Greater Orlando Aviation Authority</u>	Due Date: <u>12/15/2020</u>	
	Email:	Byron.hoffman@goaa.org	Total # Pages: _____	
	Phone:	(407) 825-3858	Phone: <u>239-590-4554</u> Fax: <u>239-590-4539</u>	
			Email: <u>tbortz@flyphpa.com</u>	
FIRM FOR REFERENCE BEING PROVIDED	Section 2	<u>Firm Reference Information – Please Print Legibly</u>		
	Firm Name:	Aviation Facilities Company Management LLC		
	Project Name:	WHAT WAS THE NAME OF THE PROJECT? AFKO GSE MCO		
	You or your firm has been provided as a reference on the project identified above. Please complete section 3:			
	Section 3			
	1.	What was your job title and role during the referenced project?		
		Manager, Commercial Development – Contract Administrator		
	2.	Was the project(s) completed on time? Was the project(s) completed within budget?		
		N/A – this was a tenant driven and funded project.		
	3.	Did the firm respond promptly to questions from the owner regarding the project?		
		Yes		
	4.	In your opinion, what was a strength exhibited by the firm?		
		Very professional		
5.	In your opinion, what was this firm’s greatest weakness?			
	None identified			
6.	Was the firm proactive or reactive in resolving issues?			
	Proactive			
7.	Did the firm offer acceptable solutions to resolve issues for project mistakes?			
	Yes			
8.	Would you hire this firm again? Why or why not?			
	Yes			

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board 1) authorize execution of a contract amendment with Gates Construction in the amount of \$1,160,433.18 to provide Construction Manager/General Contractor Services associated with the Relocation of Security Gate 64 project at Southwest Florida International Airport (RSW), and 2) authorize a Total Project Budget in the amount of \$1,472,756.18.
2. **FUNDING SOURCE:** Passenger Facility Charges, RSW Construction Account 20859441234.506540.30.
3. **TERM:** Project duration.
4. **WHAT ACTION ACCOMPLISHES:** Provides for construction management/general contracting services for the relocation of Gate 64 project.

5. **CATEGORY:** 8.
Administrative Agenda

6. **ASMC MEETING DATE:** 2/16/2021

7. **BoPC MEETING DATE:** 3/4/2021

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

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Mark Fisher

DIV. Development

10. **BACKGROUND:**

Currently, Gate 64 serves as the primary security access point and inspection facility for the Air Operations Area (AOA) at RSW (see exhibits). Unfortunately, the airline wastewater, trash and support equipment fueling areas are located landside of Gate 64. As a result, all airline tugs and equipment serving each and every flight at RSW must be personally inspected each time they refuel, or empty trash or wastewater. There are months during the year where RSW aircraft operations are over 10,500 with nearly all of them by commercial airlines. This equates to an average of 175 flights per day and, at peak times, over 30 peak hour departures. During these peak times, airline service vehicles are combined with terminal deliveries, airport operations vehicles, construction contractors, and the myriad of other vehicles that need to be inspected to enter the AOA. This situation can result in a queue line 20 vehicles deep waiting to be inspected causing significant delays in airline ground handling operations and impacting airline on-time performance.

Therefore, the RSW airlines have requested the relocation of the Inspection Facility and Gate 64 so that airline support equipment may remain airside and not require inspection. This project will not only provide greater efficiencies for airline ground handling operations, but will reduce wait times and add capacity to the AOA checkpoint for all other airport AOA service providers.

The proposed facility is 250 square feet and includes a small restroom and a small, open, common area for one person

11. **RECOMMENDED APPROVAL**

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

to remain inside without unnecessary exposure to the outside elements. Furthermore, the project also includes a protective awning that will extend over the roadway to provide cover and weather protection to the guard while conducting inspections. The new facility will also store the Security Agent's vehicle inspection mirror, radio, and other associated equipment/material that the Security Agent requires to conduct security inspections.

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

- Low bid construction subcontractor costs (the cumulative amount of all competitively bid items and related construction work) total \$889,486.18.
- Gates Construction has certified that all bids were procured in accordance with federal, state, and local laws and regulations and that the lowest responsive, responsible bid has been accepted.
- All professional fees are based on man hours, hourly rates and indirect costs negotiated prior to the receipt of bids, and include:

General Contractor/General Conditions:

- Non-Personnel Costs related to field-based items (insurance, permits, bonds, equipment, etc.) needed to support the construction effort total \$49,349.
- Superintendent Personnel Costs related to providing on-site construction superintendents to manage low-bid subcontracted work total \$203,824.

Construction Management Services:

- Professional Personnel Costs associated with oversight and management of all construction activities, subcontract management, pay application and invoice processing, budget tracking, and coordination efforts for the project total \$17,774.

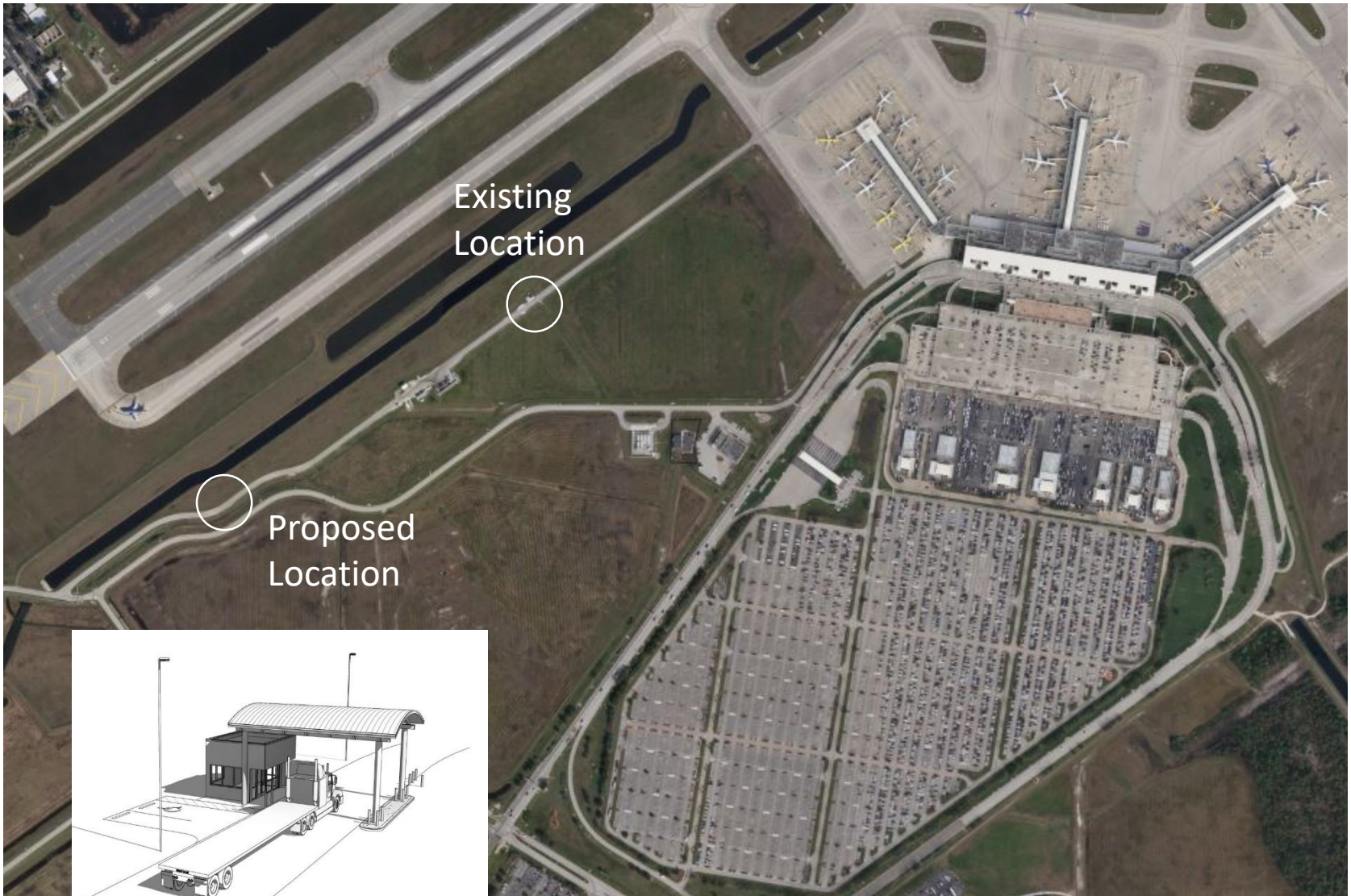
The overall W/MBE goal for this project was 10%. Based on bids received, the overall projected total minority participation achieves 45%.

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

Attachments:

Contract Amendment
Exhibits
Total Project Budget
W/MBE memo

Project Exhibit





Rev 1/29/2021

ESTIMATED TOTAL PROJECT BUDGET

ASMC Approved: _____

Board Approved: _____

Project Name: RSW Secured Area Personnel & Vehicle Inspection
Facility - Gate 64

Project Description:

The project involves the relocation of the AOA security fence; including 150 lineal feet of 7-foot high galvanized chain link fence. The new vehicle inspection facility building will be 250-square feet. It will contain a 42-square foot restroom for security personnel. It will include a protective awning that will extend over the roadway to provide cover and weather protection to the guard while conducting inspections.

BUDGET SUMMARY:

Design/Permitting:

A&E/Design & Permitting	\$ 126,390.00	
CM/GC Pre-construction	\$ 24,283	
TOTAL DESIGN/PERMITTING		\$ 150,673

Construction:

A&E/Construction Administration	\$ 41,450.00	
CM/GC	\$ 270,947.00	
Subcontractor Construction	\$ 889,486.18	
Construction Contingency	\$ 120,200.00	
TOTAL CONSTRUCTION		\$ 1,322,083.18
<i>Total Project Budget *</i>		<u>\$ 1,472,756.18</u>

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

CA No. 3

Vendor No. 456852

Contract No. 8708

Effective Date _____

**LEE COUNTY PORT AUTHORITY
LOQ 16-20 Construction Manager (Acting as General Contractor)
CONTRACT AMENDMENT (CA)**

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

Description of work: RSW Relocation of Security Gate 64

(1) Reasons for Amendment:

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

(2) Method of Negotiating Price of Work

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

Method of Negotiating Time of Work:

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

(3) Acceptance

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

Gates Construction CM-GC ACCEPTANCE

John Hayes _____

FDOT: N/A
FDOT Representative

FAA: N/A
FAA Representative

Approved as to form for the reliance of the Lee County Port Authority only:

Port Attorney

LEE COUNTY PORT AUTHORITY AUTHORIZATION

By: N/A
Executive Director or Designee

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

EXHIBIT A – SUBCONSULTANT/SUBCONTRACTOR INFORMATION

CA No. 3

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

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

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

Service or Work to be Performed	Name, Address, Phone and e-mail of Individual or Firm	Estimated Dollar Value of Subcontracted Work	DBE, WBE, or MBE (yes or no)	If Yes, Estimated Dollar Value of DBE/WBE/MBE Work
Demo and Sitework	South Florida Excavation 1455 Railhead Boulevard, #3 Naples, FL 34110	\$145,805.30	No	
Landscaping and Irrigation	SSS Down to Earth 2701 Maitland Center Pkwy, suite 200 Maitland, FL 32751	\$25,750	No	
Fence and Gates	Carter Fence 3490 Shearwater St Naples, FL 34117	\$41,823	No	
Concrete and Masonry	Made in Rio 12734 Kenwood Lane, Suite 61 Fort Myers, FL 33907	\$131,658	Yes	\$131,658
Structural Steel	Southern Machine & Steel 3945 Edison Avenue Fort Myers, FL 33916	\$56,500	No	
Roofing	Crowther Roofing 2543 Rockfill Road Fort Myers, FL 33916	\$35,050	Yes*	\$6,595
Carpentry	Russell and Russell 36366 US Hwy 19 N Palm Harbor, FL 34684	\$10,835	No	
Aluminum Storefront and Windows	AGT Construction 720 NE 25th Ave, Unit 14 Cape Coral, FL 33909	\$24,800	Yes	\$24,800
Metal Stud, Drywall, Stucco, Acoustical Ceiling	B&D Plastering 19781 Nalle Rd N Ft Myers, FL 33917	\$20,585	No	
Epoxy	Bolcor Flooring 12011 Amedicus Ln, Suite 6 Ft Myers, FL 33907	\$3,787.88	No	

Painting	Service Contracting 12140 Metro Pkwy, Suite K Ft Myers, FL 33966	\$9,139	Yes	\$9,139
Plumbing	Coastal 950 Commercial Blvd Naples, FL 34104	\$6,253	No	
HVAC and Electrical	Wentco 5877 Enterprise Pkwy Ft Myers, FL 33905 * DBE is through second tier sub – Two Buffalo Roofing	\$377,500	Yes	\$377,500

Qales Construction
Contract No. 8708

#	Task	Contract Amendment 3				TA Issued	CA Issued	Current Contract Value	CM/GC Fee	Subcontractor Fee	TAs Issued	Pending TAs	
		Board Approved Contract	Total Project Budget	Other Contract	This Contract	\$100,000 Level Maximum \$1,000,000	\$100,000 Level Maximum \$1,000,000						
		Amount	Adjustments	Adjustments	Adjustment	FY 18-20	FY 20-21						
1	Pro-Cyber/Cloud Services Relocation of Security Gate 64	\$ -	\$ -	\$ -	\$9,121.00	\$8,540.00	\$ -	\$17,661.00	\$8,540.00	\$ -	\$8,540.00	\$9,121.00	\$ -
2	Relocation of Security Gate 64	\$ -	\$ -	\$ -	\$1,160,433.18	\$ -	\$ -	\$1,160,433.18	\$ -	\$ -	\$ -	\$1,160,433.18	\$ -
3		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal		\$0.00	\$0.00	\$0.00	\$1,169,554.18	\$8,540.00	\$0.00	\$1,178,094.18	\$8,540.00	\$0.00	\$8,540.00	\$1,169,554.18	\$0.00

Board-approved Level 4 - \$100,000 3/1/20

RSW Security Gate 64 Relocation

I. OBJECTIVE

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

II. DESCRIPTION

The CM/GC will provide for the necessary construction management and related survey and layout, and testing services; as well as enter into subcontractor agreements as needed for the planned construction and installation of the following improvements, RSW – Relocation Gate 64.

III. BASIC SERVICES

Coordination:

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

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

- (b) The CM/GC shall assist in the coordination of all aspects of construction work with local municipal authorities, other governmental agencies, utility companies and others who may be involved in the project.
- (c) The CM/GC shall attend all necessary conferences with officials of the PORT AUTHORITY, and/or other local approval governmental agencies. If requested, the CM/GC shall participate in periodic PORT AUTHORITY, Airports Special Management Committee, and Board of Port Commissioners Meetings; as well as special meetings with airline managers, Port Authority departments, A/E, and others to provide information and make recommendations concerning the project.

- (d) As requested by A/E or Subcontractor(s), the CM/GC shall assist in obtaining additional information from the PORT AUTHORITY, when such information is required at the job site for proper execution of the work.
- (e) The CM/GC shall be required to work cooperatively with the PORT AUTHORITY'S A/E of record and Construction Administrator during the duration of construction.
- (f) The CM/GC shall recommend and justify to the PORT AUTHORITY any extensions of contract time.

Construction Management /Contract Administration:

- (a) The CM/GC shall schedule and conduct a pre-construction conference.
- (b) The CM/GC shall coordinate with the Port Authority to establish the date of the Notice-to-Proceed.
- (c) The CM/GC shall assign a specific on-site Project Superintendent (from NTP to FC - max. 22 weeks) who will:
 - Direct day-to-day on-site supervision of field labor forces including superintendents, subcontractors and other construction related personnel.
 - Assist project manager in the supervision and responsibility of the total construction effort in accordance with design, budget, quality and schedule.
 - Assist with providing technical assistance (interpretation of drawings, recommendation of construction methods and equipment, etc.).
 - Review and approve subcontractor payment applications in conjunction with the project engineer and project manager.
 - Coordinate all site testing and inspection efforts with local jurisdictions.
 - Communicate and enforce safety and health management program.
 - Monitor costs, including labor time and material.
 - Schedule subcontractors, consultants, and vendors in critical path to ensure timely completion.
 - Ensure that subcontractors are fully executing and complying with their contracted scope of work.
 - Ensure that subcontractors are properly trained in working within a controlled airport environment and that they comply with all safety rules.
 - Issue notices of non-compliance to subcontractors in regard to quality of work or scheduling.
 - Ensure that the job site area is always kept in a clean and organized manner.
 - Perform job progress and completion punch list identification and completion.
 - Provide, monitor, oversee forces necessary to maintain a safe and properly controlled work area at the airport

- Oversee the installation of all necessary environmental controls as necessary and as designated in the contract documents.
- Oversee the construction of the relocation of Gate 64 and the construction on a new gate house and Canopy, with new gate controls, Security Fence, and Electrical Pole light pole and low voltage infrastructure.
- Prepare and submit superintendent's daily reports to document weather, field conditions, manpower, progress, accident reports, quality reports, etc.
- Coordination and communication with the engineer of record.
- Coordination and communication with the port authority's staff.
- The superintendent will also oversee all maintenance of traffic, haul routes and stockpile areas.

(d) The CM/GC shall assign a specific Project Manager (from NTP to FC max 22 weeks) to the project whom, with necessary support from within the CM/GC organization, will provide all necessary project management services for the project.

- Provide continuous construction management services throughout the construction duration.
- Provide management services of all work, materials, and tests.
- Substantial and Final completion inspections.
- Provide scheduling services and take all necessary steps to ensure the project milestone requirements are met.
- Prepare and process payment requests for approval in accordance with project specific requirements of the PORT AUTHORITY.
- Report potential budget and schedule variances to PORT AUTHORITY and take all necessary and appropriate steps to implement a speedy recovery plan.
- When requested, coordinate ordering and delivery of PORT AUTHORITY supplied materials or equipment.
- In the event proposed work is in proximity to utilities, coordinate proposed utility work with any subcontractor(s) and provide necessary coordination with the subcontractor(s), appropriate Utility Services, and the PORT AUTHORITY.
- Report to A/E and the PORT AUTHORITY whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final acceptance.
- Report to A/E and PORT AUTHORITY when he believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval. The CM/GC shall issue to the SUBCONTRACTOR a Notice of Noncompliance on these deficient items with a copy of such notice to PORT AUTHORITY and A&E.
- The CM/GC will notify the PORT AUTHORITY of any potential changes to the work and/or possible claims. This notification will include an evaluation of the impact of potential changes in work

and/or claims on the Contracts, Project Costs, and Schedules. The CM/GC shall consider and evaluate

- Evaluate subcontractor's suggestions for modifications in drawings or specifications and report them with recommendations to the A/E and PORT AUTHORITY for comments and/or approval.
- Prepare requests to the Subcontractor(s) to review proposed modifications through a Notice of Variance form.
- Issue Field Directives to the Subcontractor which orders an addition, deletion or change in the required construction work as set forth in the construction documents, which such addition, deletion or change may or may not result in a change to the scope, contract time, or monies due to the Subcontractor.
- In accordance with PORT AUTHORITY approved policies and procedures, the CM/GC shall receive and evaluate requests for proposed Contract Amendments; advise the PORT AUTHORITY of the impact of potential changes on Project Costs and schedules; make recommendations regarding Contract Amendment dispositions; and where necessary, participate in negotiations with Subcontractor(s) to prepare Contract Amendments.
- The CM/GC shall maintain current logs including: Requests for Information (RFI's), Notice of Variations (NOV's), Field Directives (FD's), Contract Amendments (CO's) and shop drawings/submittals. These logs should track dates of receipt and approval by A/E, CM/GC and PORT AUTHORITY.
- The CM/GC shall continually monitor the effects of weather and advise PORT AUTHORITY of potential consequential delays to overall schedule.
- The CM/GC shall review and certify monthly Payment Requests and coordinate the preparation of and review of all payroll reports in accordance with PORT AUTHORITY procedures.
- The CM/GC shall review and certify monthly and / or bi-monthly DBE Payment Requests and participation to verify the Subcontractors conformance to contract requirements and PORT AUTHORITY project percent goals.
- Based on observation of the CM/GC, as well as the recommendations of the A/E and an evaluation of the Application for Payment, the CM/GC will determine the amount owing to the Subcontractor(s) and will issue a Certificate for Payment with the appropriate signatures in accordance with procedures set forth in the construction contract, consistent with PORT AUTHORITY procedures.
- The CM/GC shall receive, check for accuracy, and submit to the PORT AUTHORITY all releases of liens and claims required of Subcontractor(s).

The CM/GC shall recommend to the PORT AUTHORITY any partial or complete default action as necessary against the Subcontractor(s) and assist the PORT AUTHORITY in determining the amounts due under default statements. Specifically,

Safety:

- (a) The CM/GC will review the safety requirements (AC 150/5370-2G) outlined within the Contract Documents, specifically those that address "Operational Safety on Airports During Construction Activity" and monitor all work to ensure compliance with these safety requirements. Work that is not addressed under the AC 150/5370-2G shall meet local and state safety requirements as stated in the construction document safety plan. If the work pursuant does not adhere to such plan or if an unsafe condition presents itself, then CM/GC shall notify the PORT AUTHORITY and implement remediation to cure the unsafe condition.

Substantial Completion:

- (a) When the Subcontractor(s) considers the work ready for substantial acceptance, the CM/GC shall accept a written request for inspection by the Subcontractor(s). After the CM/GC has preliminarily inspected and approved the work, the CM/GC shall advise the A/E and PORT AUTHORITY, in writing, that the work in question is ready to be inspected by the A/E and PORT AUTHORITY for Substantial Completion. The CM/GC shall plan, schedule, and lead the inspection walk through(s) of the work.
- (b) The CM/GC will review all comments and those comments designated as the Subcontractor's responsibility shall be compiled as the PORT AUTHORITY Punch list. The CM/GC shall examine PORT AUTHORITY Punch List and determine what are the actual obligations based on the contract requirements.
- (c) For Substantial Completion inspection, the CM/GC shall inspect the work and prepare a punch list of outstanding deficiencies. This shall be compiled as the Substantial Completion punch list. The CM/GC will, within five (5) days after the Substantial Completion inspection, transmit the Master Punch List (compilation of PORT AUTHORITY Punch list) to necessary subcontractors for corrective action with copies to all parties.
- (d) Upon correction of the deficiencies, the CM/GC shall accept a written request by the Subcontractor(s) for Final Inspection. The CM/GC shall plan, schedule, and lead the final inspection walk through of the work. The CM/GC shall, re-inspect the work, and if approved, shall advise the PORT AUTHORITY, in writing, that the work is now one hundred percent (100%) complete and is ready for acceptance. The PORT AUTHORITY, based on these recommendations, shall issue written notification of Final Acceptance.

Project Closeout and Final Acceptance:

- (a) Assure that punchlist items are completed to the satisfaction of The PORT AUTHORITY.
- (b) Perform post construction administrative project close-out procedures.
- (c) Prepare final project accounting and reporting to the PORT AUTHORITY as required.
- (d) Assist in the transfer of the project to the PORT AUTHORITY and the delivery of all PORT AUTHORITY closeout documentation including As-Builts, warranties and guarantees.

V. FEE SUMMARY

Lump Sum Price: **\$1,160,433.18**

Lump Sum Price: The sum of the cost of the CM/GC Fee and sub-consultants is subject to additions and deductions by contract amendments as provided in the Contract Documents.

Such lump sum is referred to in the Contract Documents as the Lump Sum Price. Costs which would cause the Lump Sum Price to be exceeded by no fault of the PORT AUTHORITY shall be paid by the CM/GC without reimbursement by the PORT AUTHORITY.

For the purpose of this agreement, Contract amendment shall be used to reflect a contractual change to the contract time, dollars or scope. However, for tracking

For the purpose of this agreement, Contract amendments serve to amend the contract, Task Authorizations for Contract amendments will be required in order to authorize contracted work to begin.

The Lump Sum Price shall be comprised of the following four (4) components:

- Subcontractor Costs: the total amount proposed by the selected successful bidders as part of the competitive marketplace bidding for the work, and as selected in consultation with the Port Authority and A/E.
- CM/GC Management Fee: the cost of professional services including labor for both Field & Office Based Personnel performing construction management activities and other contract administration tasks performed by the CM/GC
- CM/GC General Conditions Fee: the cost of items necessary in the general course of work and not provided within the scope of subcontractor's work. Also includes costs for insurance, permits and bonds
- CM/GC Subconsultant Cost: Direct costs for subconsultant work including Survey & Layout along with Materials Testing

Included within the Lump Sum fee is the cost of all meetings, long distance telephone calls, facsimiles, technology including software and hardware usage, postage, delivery services, and other direct expenses.

Billing of the Lump Sum Price is to be based on a monthly percentage of work complete proportional with the CM professional services scope of work, and its respective total lump sum fee; Project invoices shall be based on percent complete and be divided into categories as requested by the LCPA, including Construction Management Services, General Conditions Costs, Miscellaneous Costs, and Contract amendment work.

The fee for the CM/GC activities is a lump sum amount distributed as follows:

Subcontractor Costs	\$899,486.18
General Contractor/General Conditions	
Non-Personnel Costs	\$ 49,349.00
Superintendent Personnel Costs	\$ 203,824.00
Construction Management Services	
Professional Personnel Costs	\$ 17,774.00
Total Lump Sum	\$ 1,160,433.18

MEMO TO: Hector Yanez
Director / Engineering & Construction

FROM: Julio A. Rodriguez 
DBE Manager

DATE: January 28, 2021

SUBJECT: Anticipated Participation by Women and Minority-Owned Business Enterprises (W/MBE) for RSW – Gate 64 Relocation



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

The estimated overall goal for this project is 10%. Based on the information received, the anticipated W/MBE participation goal is now 45% or \$518,297.00 of the total project cost.

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

- Gulfshore Trucking, LLC – Hauling / Trade Pckg # 2
- Made In Rio, Inc. – Concrete / Trade Pkg. # 5
- Two Buffalo Roofing – Roofing Materials / Trade Pckg. # 7
- AGT Construction Services, Inc. – Aluminum Services / Trade Pckg # 10
- Service Contracting Solutions – Painting / Trade Pckg. # 13
- Wentco, Inc. – HVAC & Electrical / Trade Pckg. # 15 & # 16

cc: George Ghorayeb/LCPA
Kevin Thibodeau/Gates

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|---|--|
| <p>1. REQUESTED MOTION/PURPOSE: Request Board authorize execution of a contract amendment with Johnson Engineering to prepare a Master Plan Update for RSW in the amount of \$1,999,776.67.</p> <p>2. FUNDING SOURCE: Federal Administration Aviation Grant (pending receipt); Passenger Facility Charges and RSW account 20861741234.506510.</p> <p>3. TERM: 3 Years</p> <p>4. WHAT ACTION ACCOMPLISHES: Provides for the preparation of the RSW Master Plan Update.</p> | <p>5. CATEGORY: 9.
Administrative Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 2/16/2021</p> <p>7. BoPC MEETING DATE: 3/4/2021</p> |
|---|--|

- | | |
|---|--|
| <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> |
|---|--|

10. BACKGROUND:

The last Master Plan Update for the Southwest Florida International Airport (RSW) was completed in March 2004 and accepted by the FAA in April 2004. Many Capital Improvement Projects noted in this Master Plan Update are at various stages of completion that will affect the overall and long-term operations and capacities at RSW. Since 2004, several major construction projects were completed including the 27 Gate Midfield Terminal Complex, I-75 Direct Connect, Aircraft Rescue and Firefighting Facility, Terminal Access Road widening, and Skyplex Boulevard. A noteworthy project anticipated as the result of the former master plan study that is currently under construction includes the new Air Traffic Control Tower. In the near term horizon, other major infrastructure improvements are slated for construction such as the Midfield Terminal Phase I Expansion project, additional Skyplex non-aviation development, and replacement of all passenger boarding bridges. Also, in the near term, there are design efforts on projects such as the Rental Car Service Facility Relocation Project, as well as many other projects. All of these projects have either already or will in the near term future significantly enhance the facility compared to how the airport existed during the previous master plan study.

However, as a new 20-year study period approaches, the list of projects previously identified in the 2004 Master Plan will soon be exhausted. For these reasons a longer term comprehensive assessment is warranted through the preparation of a Master Plan Update to determine the projected future growth for RSW, the facilities needed to serve that growth in activity, and the alternatives for satisfying projected demands through facility improvements. The feasibility and costs of alternatives must also be evaluated to determine the optimal long term master plan for the airport. The proposed RSW Master Plan Update will establish a blueprint for the development of RSW and identify needed airside, landside, and

11. RECOMMENDED APPROVAL

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

terminal improvements. This Master Plan Update will also identify the triggers for development based on projected passenger activity levels to maintain adequate level-of-service (LOS) throughout the facilities while recognizing the unique seasonal peaking characteristics of the airport. The Consultant team will review previously prepared data and information and perform new demand/capacity analyses to identify facility requirements in order to develop a complete integrated 20-year plan for RSW.

As the impacts of the COVID-19 pandemic and its recovery directly impact the need for facilities, passenger and operations forecasts will be analyzed against industry trends and guidance. The state of Florida has predicted that Florida passenger forecasts will reach a recovery to 2019 levels by Q3 2023 or Q1 2024. The airport served a total of over 10.2 million passengers in calendar year 2019. Unfortunately, the COVID-19 pandemic significantly interrupted air travel in March 2020 and as a result the passengers for calendar year 2020 dropped over 41% to 5.9 million. However, the FAA has published its Draft Terminal Area Forecast which shows recovery to prior levels earlier in 2023 and then following that at an aggressive rate compared to the prior year's Terminal Area Forecast.

The Master Planning process is guided by the Federal Aviation Administration (FAA) and the Florida Department of Transportation (FDOT). The FAA Advisory Circular (AC) No. 150/5070-6B "Change 2 to Airport Master Plans" provides guidance to airports regarding the preparation of Master Plans. Per the AC, the goal of a Master Plan is to provide the framework needed to guide future airport development that will cost-effectively satisfy aviation demand, while considering potential environmental and socioeconomic impacts. While the process is very collaborative with many stakeholders, the AC states that Master Plans should meet the following objectives:

- Document the issues that the proposed development will address.
- Justify the proposed development through the technical, economic, and environmental investigation of concepts and alternatives.
- Provide an effective graphic presentation of the development of the airport and anticipated land uses in the vicinity of the airport.
- Establish a realistic schedule for the implementation of the development proposed in the plan, particularly the short-term capital improvement program.
- Propose an achievable financial plan to support the implementation schedule.
- Provide sufficient project definition and detail for subsequent environmental evaluations that may be required before the project is approved.
- Present a plan that adequately addresses the issues and satisfies local, state, and Federal regulations.
- Document policies and future aeronautical demand to support municipal or local deliberations on spending, debt, land use controls, and other policies necessary to preserve the integrity of the airport and its surroundings.
- Set the stage and establish the framework for a continuing planning process. Such a process should monitor key conditions and permit changes in plan recommendations as required.

The Master Planning process entails extensive inventory and validation of existing conditions, development of the aviation forecast with FAA and FDOT approvals, and identification of facility requirements to meet certain needs. The evaluation also involves environmental analysis, alternatives analysis, and ultimately development of an Airport Layout Plan that is supported by a financially feasible capital improvement program with an achievable implementation schedule and phasing. The key elements of a Master Plan that the FAA reviews and formally approves are forecasts, selection of critical aircraft, and the Airport Layout Plan (ALP). It is from these elements that the FAA makes a determination regarding eligibility of AIP funding for proposed development. It is critical that the RSW Master Plan be current and correct to ensure funding eligibility for future development projects. The expected duration of the Master Plan Update process is expected to be two (2) years and will involve public outreach.

On March 12, 2020, the Board endorsed utilizing Johnson Engineering, Inc. (JEI), one of the LCPA's on-call Planning and Environmental Consultants, to prepare an RSW Master Plan Update since it was a potential project listed during the competitive selection process, and authorized staff to begin contract negotiations. Shortly thereafter, as a result of the uncertainty of the COVID pandemic, negotiations were halted. On January 21, 2021, the Board endorsed proceeding with the RSW Master Plan Update. Staff has negotiated a professional services contract with JEI to prepare a Master Plan Study Update for the Southwest Florida International Airport. Since federal grant funding is anticipated to be applied to the study costs, the study will be done in accordance with FAA requirements. A scope of work has been developed to streamline and maximize the use of more recently completed studies of various airport elements versus performing unnecessary duplicative analyses and efforts. Some of the professional planning-related disciplines include terminal architectural and systems planning, airfield and roadway planning, forecasting, surveying, land use planning, environmental analysis, financial analysis and planning, and community/stakeholder outreach. For these services, JEI fees are \$234,710, with the remaining \$1,765,066.67 being services provided by subconsultants, of which \$271,835.64

Background (continued)

(13.59%) being subcontracted services with Women and Minority Business Enterprise (W/MBE) firms. LCPA staff plan to use a combination of FAA entitlement grant funds and Passenger Facility Charge revenues to pay for this effort.

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

Attachment:

Contract Amendment

DBE & W/MBE Participation Form

EXHIBIT A – SUBCONSULTANT/SUBCONTRACTOR INFORMATIONCA No. 5

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

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

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

Service or Work to be Performed	Name, Address, Phone and e-mail of Individual or Firm	Estimated Dollar Value of Subcontracted Work	DBE, WBE, or MBE (yes or no)	If Yes, Estimated Dollar Value of DBE/WBE/MBE Work
Aviation Planning & Modeling	Ricondo and Associates 1000 NW 57 th Ct. Ste. 920 Miami, FL 33126	\$402,085.00	Yes*	\$104,263.00
Airfield Design	RS&H, Inc. 8211 College Pkwy. Ste. 143 Fort Myers, FL 33919	\$74,990.00	No	
Transportation Planning	Kimley-Horn 1412 Jackson Street Ste. 2 Fort Myers, FL 33901	\$58,650.00	No	
Public Involvement	Cella Molnar & Associates, Inc 1631 Hendry Street Fort Myers, FL 33901	\$50,482.64	Yes	\$50,482.64
Planning, Environmental and Noise	ESA 5401 South Kirkman Road, Ste. 475 Orlando, FL 32819	\$317,120.00	No	
Planning Design and Architecture	Atkins 4030 West Boy Scout Blvd. Ste. 700 Tampa, FL 33607	\$799,874.40	Yes*	\$95,965.00
Forecasting	C&S Engineers 2203 North Lois Ave. Ste. 400 Tampa, FL 33607	\$40,740.00	No	
Forecasting	TransSolutions, LLC 14600 Trinity Blvd. Ste. 200 Fort Worth, TX 76155	\$21,125.00	Yes	\$21,125.00
	* DBE is thorough 2 nd tier sub-consultants (Studio4Architecture, Faith Group, LLC, and Martinez Geospatial).			

Johnson Engineering		1/29/2021	Board Approved Contract Amount	This Contract Adjustment	CA Issued \$100,000 Level Maximum \$1,000,000 FY 20-21	Current Contract Value	PL/ENV Fee	Subconsultant Costs	TAs Issued	Pending TAs	Remaining Contract Balance
# Task 5	Contract Amendment 5										
1	FMY SWPPP/SPCC, FY 20-21		\$ -		\$ -	\$ 12,370.00	\$ 11,370.00	\$ 1,000.00	\$ 12,370.00	\$ -	\$ -
2	RSW SWPPP/SPCC, FY 20-21		\$ -		\$ -	\$ 18,360.00	\$ 17,160.00	\$ 1,200.00	\$ 18,360.00	\$ -	\$ -
3	FMY Tier II Emergency Mangement Reporting		\$ -		\$ -	\$ 2,980.00	\$ 2,980.00	\$ -	\$ 2,980.00	\$ -	\$ -
4	RSW Tier II Emergency Mangement Reporting		\$ -		\$ -	\$ 3,880.00	\$ 3,880.00	\$ -	\$ 3,880.00	\$ -	\$ -
5	Master Plan Update		\$ -	\$ 1,999,776.67	\$ -	\$ 1,999,776.67	\$ 234,709.63	\$ 1,765,067.04	\$ -	\$ 1,999,776.67	\$ -
6			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONTRACT TOTALS			\$ -	\$ 1,999,776.67	\$ -	\$ 2,037,366.67	\$ 270,099.63	\$ 1,767,267.04	\$ 37,590.00	\$ 1,999,776.67	\$ -

Board-approved Level 4 - \$100,000 1/21/21

RSW Master Plan Update

I. OBJECTIVE

The last RSW Master Plan was finalized in 2004, and a year later the Midfield Terminal Complex project was completed, with 28 gates and three concourses. A Terminal Area Master Plan for RSW was then completed in 2007 when the airport's activity level was approximately 7.5 Million Annual Passengers. The Plan concluded that growth to serve 12 Million Annual Passengers would require the addition of five gates with passenger boarding bridges.

In Calendar Year (CY) 2018, the airport served 9.37 million passengers. In the first five months of 2019, the passenger counts were 6-18% greater than 2018 activity for each of those months. The airport served a total of over 10.2 million passengers in CY 2019. In January and February 2020, the passenger counts were again 8-11% greater than the 2019 activity for those months. These year-over-year increases in the peak season months demonstrate compounding demand and growth experienced at RSW since 2013. The COVID-19 pandemic significantly interrupted air travel in March 2020. The realities of the post-9/11 era and post-recession rebound highlight the importance of calibrating the airport's plans considering new scenarios of passenger activity demand levels post-COVID-19 and the associated facility requirements.

A comprehensive assessment is warranted to determine the projected future growth for RSW, the facilities needed to serve that growth in activity, and the alternatives for satisfying demands through facility improvements. The feasibility and costs of alternatives must then be evaluated to determine an optimal long term master plan for the airport. This plan will establish a blueprint for the development of the airport and identify needed airside, landside, and terminal improvements. This plan will identify the triggers for development based on projected passenger activity levels to maintain adequate level-of-service (LOS) throughout the facilities.

Existing conditions, demand/capacity and facility requirements and alternatives evaluation for expansion of the terminal is a major element of this Master Plan Update. Professional terminal planning services for the phase 2 expansion of the existing terminal building and associated concourse areas will be done utilizing the 2007 Hole Montes gate expansion study as a springboard. Concept refinement and alternatives analysis of gate expansion planning concepts will be provided, as will further planning concept refinement of the highest rated and selected gate expansion option(s).

As part of the terminal planning effort, Program Definition & Alternatives Analysis will entail the following:

- Create planning definition documentation, review existing planning data, define existing capacities and perform a planning analysis of potential gate expansion alternatives including the following:
 - Review facilities support staff needs and requirements, verify passenger demand, develop benchmark and trends on gate, baggage, concessions, checkpoint and landside operations, and update program.
 - Review existing forecast studies, prior modeling efforts and capacity studies (Annualized Enplanements, SSCP, Concessions, Baggage, Landside, Ticketing, etc.). If required, recommend updates to prior studies. Determine quantity of new gates required based on the 05-26-2020 Passenger & Operations Forecast study.
 - Review existing wastewater system capacity for the new terminal.
 - Perform investigation and documentation of current expansion scope and existing conditions verification of architectural and engineering systems as required for planning

the gate expansions. Analyze information to determine if upgrades to building infrastructure systems are required to accommodate the gate expansion. Prior to updating the gate expansion concepts, an evaluation of the following building systems will occur to establish the extent of potential additional project planning requirements:

- Architecture, Interiors, and Life Safety
- Structural
- Mechanical and Plumbing
- Electrical
- Special Systems, Access control and CCTV
- Fire Protection
- Develop a planning alternatives analysis and narrative of proposed gate expansion options based upon a peak forecast study, facility capacity study and updated passenger and facility operation data.
- Develop conceptual exterior imagery and interior views in digital format for proposed gate expansions.
- Update the planning-level opinion of probable cost based upon the above information.

As part of the terminal planning effort, Concept Refinement of Selected Planning Alternative will entail the following:

- Upon completion of the scope described above, a planning workshop will be conducted with the LCPA ASMC/Board to review the results of the analysis in detail and determine which gate expansion option(s) warrants further concept refinement.
- In the second phase, the selected planning concept(s) will be refined and enhanced based upon LCPA comments and review before finalizing.

A new planning effort to determine future use and development scenarios for the North Ramp Area support facilities will also be prepared as part of this master plan update. Landside improvements to be identified and evaluated will include: trends in ground transportation, curbside requirements, parking requirements, and roadways. Infrastructure requirements including utilities will also be evaluated to determine capacity issues and required improvements to meet projected demand levels.

The outcome of this planning effort will be a Master Plan Update for RSW which identifies needed improvements, schedule and costs to meet demands based on future planning activity level thresholds, and an updated Airport Layout Plan to depict planned improvements for the next twenty years.

This scope is organized according to these elements of the master plan appropriate to the size, scale and circumstances of RSW as contemplated in Chapter 2 of FAA Advisory Circular (AC) 150/5070-6B and per the FDOT's 2020-21 Guidebook for Airport Master Planning:

- Aviation Forecast
- Existing Facility Conditions
- Demand Capacity and Facility Requirements
- Evaluation of Alternatives
- Environmental Overview
- Financial Data and Implementation Plan/CIP
- Airport Layout Plan
- Public Involvement

II. SCOPE OF SERVICES

1. Kick off

CONSULTANT will facilitate discussion with LCPA leadership and sub-consultants to outline the Master Plan Update project scope and schedule, and identify long-range visions or ideas for the airport. This will include a high level summary of innovation and trends that could impact airport development. This will include high level post-COVID-19 considerations for facility design and activity levels.

CONSULTANT will prepare a Vision & Kick Off Summary PowerPoint Presentation and attend an *LCPA Executive Director level workshop session/presentation for Kick Off & Visioning*. This scope assumes remote meeting attendance is acceptable, and no travel is budgeted.

Participation in the planning kickoff meeting to include identification of key staff members, agencies and stakeholders to be involved in the project, and participation in a “desktop” review of the 2007 Hole Montes gate expansion study with RSW facilities support staff to: verify, review and exchange existing data, review updated studies, review the control tower project and the review ongoing terminal expansion project data since the completion of the 2007 Hole Montes Study.

2. Forecasting and Planning Activity Level Projections

2.1 Passenger and Operations. This scope assumes use of the 2021 SWFIA Passenger and Operations Forecast to be completed by C&S Companies based on the 2021 Terminal Area Forecast (TAF) previously authorized under Task 77 and summarized as part of the master plan forecast deliverable.

To support the Aviation Forecast, CONSULTANT will assemble and report on socioeconomic data. Per AC 150/5070-6B, Chapter 7, socioeconomic data serve two purposes in a master plan study: to ascertain the nature of the community and market the airport serves and/or impacts and to provide specific inputs for the preparation of aviation demand forecasts, particularly econometric demand models. This task will collect and analyze available socio-economic data for use in the development and validation of these forecasts of demand. Data for population, income, and employment will be the primary data analyzed, but the task will also look to other data or best practices that may be available to help inform short-term trends.

CONSULTANT will generate new forecasting for inclusion in the MPU for the following:

- Domestic versus international operations
- IFR versus VFR operations
- Air Cargo operations
- Touch and Go Operations (Training)
- Helicopter operations

This scope is for annual operations only for three future planning activity levels (PAL), no analysis related to load factors, however aircraft fleet or air cargo weight/tonnage is included. It is assumed that historical operational data for each of the forecasted items above is available from LCPA records and/or will be obtained through limited conversations with LCPA operations, RSW stakeholders, or air traffic control at RSW.

CONSULTANT will attend one virtual meeting with LCPA to review the draft update before issuing the update in final form. A brief (2 pages or less) summary document will summarize/merge the passenger and operations forecast information with the operations forecast derived as part of this task. The complete report will be the two-page summary and the two forecast reports (2021 passenger and operations; and Non-Airline Operations forecast) as an Appendix to the summary. A Draft report and final report will be delivered in native file format and PDF format.

2.1A Passenger and Operations Narrative for Master Plan Update

CONSULTANT will prepare a narrative updating the Master Plan Forecast Chapter to incorporate an explanation of the passenger and operations forecasting methodology and data to provide a brief overview within the Master Plan.

2.1B Assistance with FAA approval

CONSULTANT will assist with meeting and response to LCPA and FAA comments on the passenger and operations forecast. Follow up communications and discussion are included in order to address and clarify comments.

2.2 Review Gate Design Day Flight Schedules and Passenger Peak Hour Demand from 5-26-2020 Study and future gating requirements.

Review Gate Design Day Flight Schedules and Passenger Peak Hour Demand from 05-26-2020 Study. CONSULTANT will review the 05-26-2020 study and coordinate with the developers of the planning forecasts to gain an understanding of the dynamics of the study in order to complete Task 1.2b.

Gating of Base Year and Future DDFSs.

From the information developed above, aircraft gate and hardstand availability and utilization will be defined, and passenger hourly throughput and associated Level-of-Service (LOS) at selected terminal processors would be estimated. PLANNING CONSULTANT will perform a terminal gate capacity analysis utilizing proprietary VGates software, which would produce ramp chart graphics for each DDFS. As part of this task, PLANNING CONSULTANT will:

- Produce ramp charts for each future PMPD DDFS (2025, 2030, 2035 and 2040) or the DDFS chosen by the Authority
- Determine terminal contact gate and aircraft parking positions requirements for each future PMPD DDFS:
- The number of aircraft gates required will vary based on the type of aircraft, gate occupancy, aircraft parking configurations at the terminal, and gate availability (widebody vs. narrow body, domestic vs. international gates). Part of this subtask is to quantify the peak-hour gate capacity based on the PMPD DDFS. For purposes of this analysis, peak-hour gate capacity is defined as the maximum number of aircraft that can be accommodated at the Terminal gates during the primary daily peak periods. It does not focus on defining gate maximization based on aircraft turns per gate, aircraft seating capacity, or passenger volumes processed per gate. The passenger processing and holding capacity of the individual hold rooms associated with each gate will be evaluated under a subsequent subtask of this scope of services.

Organize and review prior forecast & studies to be used in the terminal planning and gate expansion analysis. These include:

- AECOM Tower studies
- Concession studies
- Utility system demand/capacity studies
- Baggage system studies
- Relevant airside traffic studies
- The annualized passenger enplanement study
- SSCP studies developed by Ricondo, including peak period design day forecasts
- Kimley Horn Landside study
- 2007 Holes Montes study and perform optioneering to determine if there are additional gate expansion options that merit further analysis
- Perform a gap analysis of prior studies to determine if any additional forecasting, modeling or capacity studies need to be completed for the purposes of the gate expansion study. Make recommendations to LCPA
- C&S Forecast Analysis

A PowerPoint summary will be delivered in Adobe Acrobat (PDF) format of the aviation activity forecasts described herein.

Design day flight schedules will be developed in Excel format. Assumptions used to develop the DDFSs will be summarized in a narrative and graphic format and presented in a PowerPoint presentation.

PDPM DDFS ramp charts will be provided in Acrobat Adobe (PDF) format.

3. Existing Facility Conditions

CONSULTANT will assemble, review, and filter existing conditions documentation available from LCPA and prepare summary narratives for facility conditions per Chapter 6 of FAA AC 150/5070-6B.

CONSULTANT will prepare narratives to address Background and Regional Setting and Land Use based on available information.

To document the existing facility conditions, summaries will be prepared for the following elements:

3.1 Airfield Inventory

- CONSULTANT will use available documentation of existing conditions to summarize functional use and geometry of runways, taxiways, and holding aprons; lighting, marking, and signing of runways and taxiways; navigational aids; visual approach aids; and instrument approach procedures.¹ *This scope assumes Terminal apron area will be addressed with Terminal concept refinement project/inventory. This scope assumes north ramp apron area will be addressed with*

¹ Available documentation includes *Airside Pavement Rehabilitation Recommendation Report* dated August 2015 prepared by Kimley Horn, *Existing Airfield Geometry Evaluation Study* dated January 2018 by Kimley Horn, *Pavement Condition Analysis & Recommendation* dated January 2018 prepared by Kimley Horn, *Kimley Horn Rehabilitation of Taxiways A, F and G2 (Conformed Set, July 2020)*, *Parallel Runway Program Close-out Report* dated August 2017 prepared by AECOM, *Cargo Ramp Rehabilitation Plans* dated June 2020 by Kimley Horn, *Lighting and Signage Inventory*, and *Airfield Electrical Site Investigation & Associated Recommendations* dated August 2016 by Atkins.

Support Facilities planning and inventory. This scope assumes available documentation will be used and no new data collection will be performed, except for the following related to Navigational Aids (Nav aids):

- CONSULTANT will generate an inventory of Nav aids – Electronic and Nav aids – Visual/Supplemental and document this as part of the Existing Facility Conditions.
- The Nav aids inventory will be documented in an exhibit depicting existing conditions, which will be provided in native file format and PDF format.

3.2 Airspace Inventory

- CONSULTANT will use available documentation to summarize existing airspace conditions including information on the use of the airspace and airspace classifications. CONSULTANT will collect information on how air traffic is managed, including operational limitations resulting from traffic interaction with other airports or reserved airspace, obstructions to air navigation, noise abatement procedures, and airfield or navigational aid shortcomings.
- Meteorological and Magnetic Declination Data - The most recent meteorological data for the Airport will be collected. Data shall be obtained from NOAA, USGS and other appropriate agencies. The data will be used in the planning of projects, to update the Wind Rose, and update the magnetic declination included in the ALP set drawings. Magnetic Declination information on plans shall be updated with data obtained from the NOAA National Centers for Environmental Information (NCEI).
- CONSULTANT will use available documentation to identify published instrument approach procedures.
- Exhibits: The summary of airspace conditions will include exhibits to depict available information. Exhibits will be provided in native file format and in PDF.

3.3 Support Facilities

This scope assumes available documentation will be used and no new data collection will be performed.

- CONSULTANT will use available documentation to be provided by LCPA to identify key aviation support facilities located at RSW. CONSULTANT will rely on and adopt the findings of studies to be provided by others to document existing support facility conditions. Support Facilities to be documented by CONSULTANT will include the Air Traffic Control Tower, Aircraft Rescue and Fire Fighting, General Aviation/Fixed Base Operator (FBO) facilities and apron areas, aircraft fueling facilities, air cargo facilities and apron areas, airline freight building, LCPA maintenance facilities, and aircraft maintenance facilities. This includes a review of the facilities located in north ramp area where the former terminal was located and demolished when the terminal was constructed in the midfield. This inventory, however, will be limited to the identification of overall square footage of building/hangar and apron areas available based on information to be provided by the LCPA and/or others. The identification of tenants that use the existing facilities is not included in this scope of work.
- Existing conditions will be summarized from the following available documentation: *Parallel Runway Program Close-out Report* dated August 2017 prepared by AECOM, *Cargo Ramp Rehabilitation Plans* dated June 2020 by Kimley Horn, and the adopted Airport Layout Plan in combination with data provided by LCPA.

- Exhibit: The location of the Aviation Support Facilities will be illustrated in an exhibit depicting the footprint of the existing facilities. This exhibit will be provided in AutoCAD and PDF formats.

Exclusions: Site surveys and observations, existing tenant surveys, building condition assessments, existing building inspections, inventory of non-aviation related facilities.

3.4 Utilities

This scope assumes available documentation will be used and no new data collection will be performed.

- CONSULTANT will use available documentation to summarize existing utilities including water, sewer, fiber, and electricity sources, facilities, and system capacities. Information will be used from Lee County Utilities, LCPA, *Parallel Runway Program Close-out Report* dated August 2017 prepared by AECOM and the *RSW Terminal Expansion 100% SD Report* dated October 2018 by Atkins.
- Exhibit: The summary will include mapping of available existing conditions data for utilities delivered in native file format and PDF format.

3.5 Terminal Inventory

Task 4.3 below includes the Terminal inventory of existing conditions.

3.6 Landside – Roadways, Curbfront, Parking and Rental Cars

This scope does not include new data collection being performed. CONSULTANT will use available documentation to prepare a summary of the quantity and type of ground access systems and commercial areas that serve the airport, such as on-airport access roads, circulation and service roads, parking and curb space, including information about their alignment, condition and capacity based on available data. This scope will also include information on rental car facilities and activity. The summary will be derived from the following available sources:

Landside – Roadways and Curbfront

This scope will use available documentation and no new data collection will be performed.

- Landside and Non-Aviation Area Roads: These roadways include Chamberlin Parkway, Skyplex Boulevard, Air Cargo Lane, Paul J. Doherty Parkway, Fuel Farm Road, Perimeter Road, Service Road, and Regional Lane. The following resources will be used to summarize existing conditions: *Rehabilitation of Roads Phase II 100% Submittal Working Group Presentation* dated February 2019 by Johnson Engineering, Inc., *RSW Pavement Rehabilitation Evaluation* dated November 2017 by Johnson Engineering, Inc., *Chamberlin Parkway Alignment Study* dated November 2017 by Johnson Engineering, Inc. and *Daniels Parkway and Paul J. Doherty Parkway Assessment* (memorandum dated April 16, 2019)
- Terminal Access Road: *RSW Terminal Curb Front Roadway Assessment* dated December 2016 prepared by Kimley Horn, *Terminal Access Road Study* dated August 2011 by Johnson Engineering, Inc.

- Terminal Upper Level Curb/Roadway: *RSW Terminal Curb Front Roadway Assessment* dated December 2016 by Kimley Horn, *RSW Terminal Curb Front Roadway Assessment Memo* dated April 2017 by Kimley Horn and available data from LCPA.
- Terminal Lower Level Curb/ Roadway: *RSW Terminal Curb Front Roadway Assessment* dated December 2016 by Kimley Horn, *RSW Arrivals Curb Front Secondary Access Concept Development Memo* dated June 2018 by Kimley Horn
- Exhibits: The summary will include annotation of previously developed exhibits. The annotations will indicate changes identified since development of original exhibits. Exhibits will identify existing roadway and existing terminal curb conditions. The exhibits will generally depict available locational and dimensional data for these areas. The exhibits will be provided in native file format (as available) and PDF format. No new exhibits will be developed.

Landside – Parking and Rental Cars

This scope assumes available documentation will be used and no new data collection will be performed.

- Gas Station and Cell Phone Lot: available data from LCPA
- Employee Lot: *RSW Employee Parking Facility Capacity Assessment Memo* dated December 2017 by Kimley Horn
- Public Parking, Short-Term (Garage): *RSW Existing Parking Facility Capacity Evaluation Memo* dated December 2017 by Kimley Horn, *RSW Garage Ground Level Curb Front Assessment* dated June 2018 by Kimley Horn
- Public Parking, Long Term (Lot): *RSW Existing Parking Facility Capacity Evaluation Memo* dated December 2017 by Kimley Horn
- Rental Car Facilities and Parking: *Rental Car and Public Parking Sizing Analysis* dated April 2019 by PGAL, Atkins, & Kimley Horn, *Rental Car Facility Sizing Analysis and Expansion Options* dated April 2019 by Atkins, PGAL, & Kimley Horn, *Proposed Rental Car Facility Alternatives* dated August 2019 by Atkins, PGAL, and Kimley Horn
- Exhibits: The summary will include annotation of previously developed exhibits. The annotations will indicate changes identified since development of original exhibits. Exhibits will identify existing employee and long term parking lot conditions, existing short term (garage) conditions, and existing rental car facility and parking conditions. The exhibits will be provided in native file format (as available) and PDF format. No new exhibits will be developed.

3.7 Non Aviation Lands and Future Areas

This scope assumes available documentation will be used and no new data collection will be performed. CONSULTANT will use available documentation and prepare a summary of the inventory of land areas and existing conditions of non aviation development areas on airport property designated for future uses.

3.8 Existing Conditions Composite Mapping

CONSULTANT will assemble the existing conditions mapping for each element of airport facilities and finalize each exhibit in a consistent graphic format for inclusion in the Master Plan Update:

Airfield, Aviation Support Facilities, Terminal, Landside-Roadways and Curbfront, Landside Parking and Rental Cars, and Non-Aviation and Future Areas. Existing conditions composite mapping will be used to update the Airport Layout Plan Set basemap to reflect recently constructed facilities at the Airport.

CONSULTANT will assemble the following seven (7) exhibits for inclusion in the MP narrative report:

1. Airfield facilities
2. Aviation support facilities
3. Terminal facilities
4. Landside roadways
5. Landside – Curbfront
6. Landside – parking and rental cars
7. Non-aviation and future development areas

The proposed budget for this subtask assumes the following:

- The base map information for exhibits will consist of the currently approved ALP drawing set and/or the most current available aerial photo of the Airport.
- Assembly of exhibits will consist of inserting final exhibit content into an exhibit title block and format provided to CONSULTANT.
- No edits are assumed, this task includes only the compilation of prepared files.
- All exhibit information to be provided in PDF and DWG drawing formats.
- Exhibit template including title block, pen style, and other standards will be provided to CONSULTANT to ensure consistency throughout the document.
- This task excludes any drafting (AutoCAD) work for re-drawing or reproducing drawings and as-built conditions.

Existing facility data contained within the exhibit information developed by others will be incorporated into the currently approved ALP base mapping to serve as updated composite base mapping.

3.9 Meetings

Two (2) teleconferences will be held for the CONSULTANT team members and LCPA to coordinate Existing Conditions data and deliverables. For budgeting purposes, meetings are anticipated to last up to two (2) hours.

4. Demand Capacity and Facility Requirements

For elements listed below, CONSULTANT will use available analysis and coordinate with LCPA staff to identify any known issues due to forecasted capacity shortfalls, enhancements needed to meet security requirements per TSA, improvements needed to meet updated regulatory standards per FAA or other agencies (identifying where deviations will continue or will be eliminated), improvements needed to match the strategic vision for the airport, or updates needed due to outdated conditions or functionality of existing facilities. The basis for determining demand and capacity shortfalls will be established in coordination with LCPA based on the Forecast prepared above and according to review of existing data and analysis that has determined design day or design hour for each facility.

CONSULTANT will coordinate the output from forecasts of aviation activity to determine facility requirements (based on acceptable level of service [LOS]) and programmatic input (or sizing) for the functional components of airport facilities. Optimal LOS will be identified for each of the airport facilities in coordination with LCPA. Levels of Service will be used to identify facility requirements and provide a balanced and sustainable plan for the development of the airport. Facility requirements and other planning recommendations will be linked to planning activity levels defined in coordination with LCPA. The connection to activity levels enables capital improvements to be accelerated or delayed as actual activity dictates.

CONSULTANT will prepare an overview summary of the security considerations, both physical and operational, in general terms that are to be considered for the terminal facilities, ground access facilities, and air cargo and general aviation facility planning. LCPA will provide the information on physical and operational security measures to be summarized in the overview.

4.1 Airfield Demand/Capacity Assessment and Requirements

No new or additional data collection or analysis will be performed as part of this scope other than validation of prior findings. This scope assumes Terminal apron area will be addressed with Terminal concept refinement project demand/capacity and requirements. This scope assumes north ramp apron area will be addressed with Support Facilities demand/capacity and requirements.

CONSULTANT will review the previously completed documentation in the [Parallel Runway Program Close-out Report dated August 2017 by AECOM](#) and the [Existing Airfield Geometry Evaluation Study dated January 2018 by Kimley Horn](#). CONSULTANT will verify the Airside Pavement Rehabilitation project and parallel runway plans are consistent with current regulations. Anticipated growth in operations is documented in the [Whitepaper on the Timing for a Second Runway at RSW dated September 2019 by GRA Incorporated and TransSolutions](#). The findings for potential demand for a parallel runway in 2038-2040 will be reviewed and summarized.

4.1.1 Runway Requirements

No new or additional data collection or analysis will be performed as part of this scope other than validation of prior findings relative to updated forecasting.

CONSULTANT will review the documentation in the [Existing Airfield Geometry Evaluation Study dated January 2018 by Kimley Horn](#) which identified the design aircraft as Airbus 330-200 and included evaluation of airfield geometrics based on FAA Runway Design Standards; and the [Parallel Runway Program Close-out Report dated August 2017 prepared by AECOM](#) which identified compliance with criteria established in Federal regulations and FAA guidance. Runway requirements will be validated and summarized based upon the information available from these prior studies.

4.1.2 Taxiway Requirements

CONSULTANT will review the documentation in the [Existing Airfield Geometry Evaluation Study dated January 2018 by Kimley Horn](#). This identified the design aircraft as Airbus 330-200 and included evaluation of airfield geometrics based on FAA Runway Design Standards.

CONSULTANT will review taxiway design requirements applicable to the taxiways associated with the parallel runway project.

Taxiway requirements will be summarized based upon the information available from the prior studies and based upon the analysis performed for the parallel runway project taxiways.

4.1.3 Electronic, Visual and Satellite Aids to Navigation Requirements

CONSULTANT will review the documentation in the [Airfield Electrical Site Investigation & Associated Recommendations dated August 2016 by Atkins](#) and the approach lighting system on the ALP. CONSULTANT will summarize the available documentation in relation to Federal regulations and FAA guidance for Runway 6/24 Electronic, Visual and Satellite Aids to Navigation.

CONSULTANT will review the parallel runway approach lighting system on the ALP and the Engineer's Report for the parallel runway by AECOM and incorporate reference in the Master Plan Update to summarize the available documentation in relation to Federal regulations and FAA guidance for the parallel runway Electronic, Visual and Satellite Aids to Navigation.

Exclusions: No airport, airspace modeling is included in this scope. Changes required as a result of issuance of new FAA or FDOT regulatory guidance (such as Advisory Circular 5300-13B) may require additional scope and fee.

4.2 Airspace Requirements

CONSULTANT will review the approaches for Runway 6/24 and summarize in relation to Federal regulations and FAA guidance. This scope assumes no validation of physical conditions and no displaced thresholds.

Airspace requirements review will consist of:

- A write-up providing a summary of existing instrument approach procedures as currently published by FAA
- An overview of existing and required Part 77, Threshold Siting, and Instrument Departure surfaces, including the re-defined 40:1 instrument departure surface as published in FAA engineering Brief 99A.
- The identification of any low close in obstacles as published in TARGETS database.

CONSULTANT will review documentation from the [Parallel Runway Program Close-out Report dated August 2017 by AECOM](#) including the documentation on permitting and airspace approval issued by FAA for Florida Power and Light power lines, and will summarize airspace requirements for the parallel runway in relation to FAA regulations and FAA guidance.

Exclusions: Analysis of runway length requirements, airfield demand/capacity analysis, reevaluation of airspace requirements for Parallel Runway 6R-24L.

4.3 Terminal Demand/Capacity and Requirements

Create Gate Expansion Planning Program

Based on forecast data obtained and existing facility data, create a planning program for the gate expansion options.

- Define gate hold room requirements, number of seats, boarding queues, standing areas, recharging/workstations, boarding queues, relationship to nearby concessions, gate podiums, other amenities, etc. to establish LOS standards for future gates, etc.

- Define apron planning requirements & apron operations requirements created by the gate expansion
- Define planning requirements for restrooms. Utilizing guidelines from ACRP Report 130 Guidebook for Airport Terminal Restroom Planning and Design, calculate restroom requirements for the new concourse
- Utilizing guidelines from ACRP Report 54 Resource Manual for Airport In-terminal Concessions, CONSULTANT will calculate planning-level concessions requirements for the new concourse. CONSULTANT will rely on existing concessions analyses recently performed for LCPA by another consultancy. CONSULTANT will project space requirements for (1) Food and Beverage, (2) Retail, and (3) Concessions Storage, and adjust them, if necessary, based on our understanding of the competition among various types of space within the constraints of the new concourse.
- Define requirements for SSCP at potential Concourses A and E. CONSULTANT will leverage previous studies regarding passenger arrival profiles, passenger wait times, and TSA Checkpoint operations (peak hour passenger arrival profiles and TSA checkpoint throughput rates by passenger channel recommended by TSA-HQ and confirmed by TSA-RSW) to establish future security screening checkpoint requirements (number of lanes, area requirements, queue area, etc.). This proposal assumes no onsite observations and no reevaluation of the consolidated SSCP requirements or capacity (efforts previously completed).
- Define landside planning requirements for a potential Concourses A and E².
- Define MEP-FE-IT requirements
- Define life safety requirements
- Define potential new facility assets or operational requirements such as additional shipping and receiving, new chiller plant, new wastewater plant, baggage make-up, baggage claim, CBIS/CBRA requirements.
- As COVID planning data matures, those concepts will be given consideration

Terminal Planning Definition Document –Existing Condition Report, Gate Expansion Layouts Capacity Analysis of Facility Systems and Operational Components.

CONSULTANT will define physical or operational issues/constraints, and inventory existing conditions for Airport Master Planning purposes in accordance with AC 150/5070-6B Change 2, Chapter 6 - Existing Conditions.

CONSULTANT will perform an investigation of available information on attributes of the terminal facilities and identify current physical and operating conditions, current facility capacities, constraints that limit the potential capacity of existing conditions, and planned improvements that are likely to be implemented during the next five (5) years. The collective inventory of this information will serve as RSW's baseline conditions. The Terminal BIM model will be reduced to a more efficient model containing only essential information for the purposes of this planning study. Any gaps in existing systems will be field verified but field verification tasks are seen as minimal. This inventory will be assessed from an aviation forecast, terminal planning, landside/airside planning, and infrastructure planning perspective. The scope of this inventory will include the following:

² Note that Kimley Horn Study defines requirements for a Concourse B, C, or D expansion

- Assess current aircraft gate utilization: This task will begin by collecting available information on the existing gate layout at the Airport. This should include identification of the capability of each existing gate, including the size (relative to the largest aircraft that can be accommodated); ability to accommodate domestic and/or international arrivals; and any restrictions in terms of common use or airline assigned gates. The Consultant will also collect information related to existing gate utilization, including the planned rest times between gates, anticipated turn-times by aircraft type and carrier type, and any airline-specific conditions (e.g. commitments to group alliance partners together, etc.). This proposal does not include the preparation of a gating plan based on the 2019 or 2020 DDFS.
- Planning level space layouts that identify locations and areas dedicated to leased, common, and equipment spaces. Space allocation will be tabulated into category types generally using the following structure:
 - Airline Facilities
 - Check-in Areas (counters, kiosks, curbside)
 - Baggage Handling System (outbound baggage makeup, inbound drop-off, baggage claim)
 - Gate Holdrooms
 - Airline Support Spaces (airline ticket offices (ATO), clubs, baggage service offices, operations and ground support, etc.)
 - Department of Homeland Security
 - Transportation Security Administration
 - Passenger Security Screening Checkpoints (SSCP)
 - Checked Baggage Inspection Screening (CBIS)
 - Customs and Border Protection (CBP)
 - Primary Document Control
 - International Baggage Claim
 - Secondary Processing
 - CBP support spaces
 - Commercial Program
 - Food and beverage, news and gifts, specialty retail, business centers, concessions support, and related spaces
 - Rental Car Facilities
 - Airport Amenities
 - LCPA Administration and Support Offices
 - Police
 - Loading Dock(s)
 - United Services Organization (USO), if available
 - Chapel/Prayer/Meditation Spaces, if available
 - Other Support Service Entities
 - Building Services
 - Restrooms

- Mechanical, Electrical, Plumbing, Information Technology, Water, Sanitary Sewer, Communication
- Building Circulation
 - Secure
 - Non-Secure
 - Sterile
- Inventory of aircraft gates and remote parking positions, their capability, and usage by airline in the context of the design day planning activity level.
- Illustrations & documentation of essential flows through the terminal including passengers, baggage, goods and services, and employees.

To the extent necessary, observe and define existing terminal site conditions and future terminal site conditions (when the current terminal expansion is complete) and develop a narrative that describes each existing condition of major facility systems observed with a focus on potential gate expansion areas.

(Note: the term “existing” indicates a combination of existing conditions and condition of the terminal after expansion is complete).

Tasks include:

1. Create simplified BIM Model for terminal planning study
2. Create Overall Site Plan illustrating the expansion options
3. Develop Exhibit which indicates:
 - a. Indicate the capacity of major facility systems (mechanical, electrical, IT, etc.) and indicate if any existing capacity remains.
 - b. Indicate the capacity of major operational areas as they relate to the forecast provided in scope item 1.2 above for SSCP, CBIS, Baggage Make-up, etc.
 - c. Illustrate any identified interferences such as fuel lines, underground utilities.
4. Perform planning level exercise to determine if a future Concourse A or E can be connected to the airside of the Terminal and thus access Concourses B, C and D.
5. Based on the space planning program created, produce schematic digital layouts of the various options (approximately 10).
6. Conduct review session with LCPA working group.

Passenger convenience will be addressed as referenced by Section 131 of the FAA Modernization and Reform Act of 2012 (49 U.S.C. § 47101(g)(2)) which requires airport master plans to consider passenger convenience, access to airport facilities, and ground access. Deliverables will be in native file format and PDF format.

4.4. Support Facilities Demand/Capacity and Requirements

ATCT and ARFF

No new or additional data collection or analysis will be performed as part of this scope other than validation of prior findings relative to updated forecasting. This scope assumes the demand/capacity analysis and facility requirement review for the ARFF and Air Traffic Control Tower (ATCT) is limited to review of the [Parallel Runway Program Close-out Report dated August 2017 prepared by AECOM](#) which summarizes the design parameters for recently constructed ARFF facility and the new ATCT that is under construction. CONSULTANT will review and validate that the ARFF and ATCT facilities meet projected demand per activity levels determined in coordination with LCPA.

General Aviation, Air Cargo and other Support Facilities

This scope assumes a visioning and site planning exercise will be performed for the facilities in the area generally identified as the “North Ramp Area” where the former terminal was located before it was demolished and new terminal constructed in the midfield. CONSULTANT will review previously developed concept plans for the area to be provided by LCPA and moderate a virtual visioning session with LCPA staff to discuss future requirements.

CONSULTANT will benchmark cargo facilities including buildings, aircraft parking aprons, and ground access facilities at similar size airports and establish a range of requirements for cargo facilities. This proposal assumes that CONSULTANT would benchmark a maximum of 10 airports (to be selected in collaboration with LCPA staff). No interviews and/or meetings will be conducted with key stakeholders involved in air cargo operations at RSW. This task also excludes a review of existing facility utilization rates. The intent of this task is to define high-level requirements for cargo facilities to establish the size of the area that should be reserved for cargo operations in the “North Ramp Area.”

Based on the forecast of general aviation activity (based aircraft and aircraft operations) to be provided by others and using standard methodology for assessing general aviation demand and capacity, an evaluation of current and future demand and capacity for general aviation facilities will be completed. The analysis will consider facility requirements for: aircraft ramp and parking area, aircraft storage hangar positions by hangar type, conventional hangar facilities, and Fixed Base Operator (FBO) facilities access and vehicle parking areas. General aviation facility requirements will be identified as needed to meet projected levels of demand expressed in the baseline forecast to be provided by others based on the demand/capacity analysis for GA facilities. Facility requirements will be expressed in terms of gross area, linear feet, or other basic units to determine excess or deficient capacity.

CONSULTANT will also compile requirements for Maintenance, Repair and Overhaul (MROs) facilities, aircraft Remain Overnight (RON) parking positions, Ultra Low Carrier (ULCC) terminal requirements, and other non-aviation facilities to be located in the “North Ramp Area” based on information and/or input to be provided by LCPA and/or others.

Exclusions: Establishment of requirements for non-aviation support, MRO, and ULCC facilities.

4.5 Landside – Roadways, Curbfront, Parking and Rental Cars

CONSULTANT will utilize demand capacity assessments conducted in 2011-2019 to establish the roadway, access and parking requirements and extent of improvements needed, as directed by LCPA.

Landside – Roadways and Curbfront

This scope includes no new or additional data collection. No new analysis will be performed other than validation of prior findings relative to updated forecasting.

- **Non-Aviation Roads:** These roadways include Chamberlin Parkway, Skyplex Boulevard, Air Cargo Lane, Paul J. Doherty Parkway, Fuel Farm Road, Perimeter Road, Service Road, and Regional Lane.

No new or additional data collection or analysis will be performed as part of this scope other than validation of prior findings relative to updated forecasting.

CONSULTANT will use the [Chamberlin Parkway Alignment Study dated November 2017 by Johnson Engineering, Inc.](#) and [Daniels Parkway and Paul J. Doherty Parkway Assessment](#) (memorandum dated April 16, 2019) to establish the landside non-aviation area roadway requirements and validate the extent the facilities meet projected demand or require previously identified improvements per activity levels determined in coordination with LCPA, and summarize for inclusion in the MPU.

- **Terminal Access Road:**

No new or additional data collection or analysis will be performed as part of this scope other than validation of prior findings relative to updated forecasting.

CONSULTANT will use the [2011.08.01_Terminal Access Road Study](#) by Johnson Engineering, Inc. and [RSW Terminal Curb Front Roadway Assessment](#) dated December 2016 by Kimley Horn to establish the Terminal Access Road requirements, validate the extent the facilities meet projected demand or require identified improvements per activity levels determined in coordination with LCPA, and summarize for inclusion in the MPU.

- **Lower level roadway/curb:**

No new or additional data collection or analysis will be performed as part of this scope other than validation of prior findings relative to updated forecasting.

This scope assumes information from [2016.12.28 RSW Curb Front Roadway Assessment Report](#), [2017.04.24 RSW Terminal Curb Front-RAMP](#), and [2018.06.25 RSW Arrivals Access Lane Memo Final \(3\)](#) by Kimley Horn will be used for demand/capacity analysis for the lower level roadway/curb, and CONSULTANT will update prior analysis based on updated forecasting to determine the extent the facilities can serve projected demand or require identified improvements per activity levels determined in coordination with LCPA, and summarize for inclusion in the MPU.

- **Upper level roadway/curb:** CONSULTANT will perform demand/capacity analysis utilizing previous collected data with updated forecasting for the upper level roadway/curb to determine the extent that facilities can serve projected demand. CONSULTANT will identify the need for additional capacity per activity levels determined in coordination with LCPA and summarize for inclusion in the MPU. No new data collection will be performed.

- Access to airport facilities will be addressed as referenced by Section 131 of the FAA Modernization and Reform Act of 2012 (49 U.S.C. § 47101(g)(2)) which requires airport master plans to consider passenger convenience, access to airport facilities, and ground access.

Landside – Parking and Rental Cars

This scope assumes no new or additional data collection or analysis will be performed other than validation of prior findings relative to updated forecasting, with the exception of the cell phone lot.

- Cell Phone Lot: CONSULTANT will use findings from *2011.09.01_RSW Cell Phone Lot Activity Analysis* by Johnson Engineering, Inc. for reference, and will perform demand/capacity analysis for the cell phone lot to determine the extent that facilities meet projected demand and identify the need for change in size or operation per activity levels determined in coordination with LCPA.

- Employee Lot:

No new or additional data collection or analysis will be performed as part of this scope other than validation of prior findings relative to updated forecasting.

This scope assumes information from *RSW Employee Parking Facility Capacity Assessment Memo* dated December 2017 by Kimley Horn will be used for demand/capacity analysis for employee parking, and CONSULTANT will validate the extent the facilities meet projected demand or require identified improvements per activity levels determined in coordination with LCPA, and summarize for inclusion in the MPU.

- Public Parking, Short-Term (Garage):

No new or additional data collection or analysis will be performed as part of this scope other than validation of prior findings relative to updated forecasting.

This scope assumes information from *RSW Existing Parking Facility Capacity Evaluation Memo* dated December 2017 by Kimley Horn, *RSW Garage Ground Level Curb Front Assessment* dated June 2018 by Kimley Horn, and [*Rental Car Facility Sizing Analysis and Expansion Options dated April 2019 prepared by Atkins, PGAL, & Kimley Horn*](#) will be used for demand/capacity analysis for the public parking garage, and CONSULTANT will validate the extent the facilities meet projected demand or require identified improvements per activity levels determined in coordination with LCPA, and summarize for inclusion in the MPU.

- Public Parking, Long Term (Lot):

No new or additional data collection or analysis will be performed as part of this scope other than validation of prior findings relative to updated forecasting.

This scope assumes information from *RSW Existing Parking Facility Capacity Evaluation Memo* dated December 2017 by Kimley Horn will be used for demand/capacity analysis for long term parking, and CONSULTANT will validate the extent the facilities meet projected demand or require identified improvements per activity levels determined in coordination with LCPA, and summarize for inclusion in the MPU.

- Rental Car Facilities and Parking:

No new or additional data collection or analysis will be performed as part of this scope other than validation of prior findings relative to updated forecasting.

This scope assumes information from *Rental Car and Public Parking Sizing Analysis* dated April 2019 by PGAL, Atkins, & Kimley Horn, *Rental Car Facility Sizing Analysis and Expansion Options* dated April 2019 by Atkins, PGAL, & Kimley Horn, and *Proposed Rental Car Facility Alternatives* dated August 2019 by Atkins, PGAL, and Kimley Horn will be used for demand/capacity analysis for rental car facilities and parking, and CONSULTANT will validate the extent the facilities meet projected demand or require identified improvements per activity levels determined in coordination with LCPA, and summarize for inclusion in the MPU.

4.6 Meetings

Two (2) teleconferences will be held for the CONSULTANT team members and LCPA to coordinate Level of Service goals and Demand/Capacity Analysis. For budgeting purposes, meetings are anticipated to last approximately two (2) hours.

5. Alternatives Development and Evaluation

5.1 Airfield

For runways and taxiways, no new alternatives will be evaluated as part of this scope. This scope assumes Terminal apron area will be addressed with Terminal concept refinement project alternatives evaluation. This scope assumes north ramp apron area will be addressed with Support Facilities planning and alternatives evaluation.

CONSULTANT will summarize previously evaluated alternatives and summarize recommendations and rough order of magnitude costs from the *Airside Pavement Rehabilitation Recommendation Report* dated August 2015 by Kimley Horn, *Existing Airfield Geometry Evaluation Study* dated January 2018 by Kimley Horn, *Pavement Condition Analysis & Recommendation* dated January 2018 by Kimley Horn, and [Parallel Runway Program Close-out Report dated August 2017 by AECOM](#) and the associated Engineer's Report (specifically the 80' parallel runway shift identified in Alternative B1).

5.2 Aviation Support Facilities

CONSULTANT will prepare up to three (3) conceptual site plans for development of the North Ramp Area. The support facility requirements determined previously will serve as a base to prepare up to three (3) conceptual site plans. For budgeting purposes, this scope of work assumes that the North Ramp Area drawings previously developed by JEI will be provided to CONSULTANT in AutoCAD format. Based on the feedback provided during the visioning session to be completed under Task 4, CONSULTANT will develop up to two (2) development options for the North Ramp Area that will maximize the use of the property while preserving existing buildings that are in good conditions (Note: LCPA will be responsible for identifying those buildings that can be demolished and/or repurposed). These concept plans would seek to locate and size various aviation and non-aviation uses and would depict supporting ground access and parking systems. Key aviation facilities to be depicted in the concept plans will include building and aircraft hangars and apron area. With regard to the identification of the non-aviation development areas, CONSULTANT will rely on the ALP and/or other documents to be provided by the LCPA but may refine the sizing of the land parcels based the layout of the proposed aviation-related facilities.

As part of this task, CONSULTANT will participate in a virtual workshop with the LCPA staff to review the two (2) development options. Based on LCPA direction, CONSULTANT will refine a third and final

conceptual site plan. For budgeting purposes, it has been assumed the review session would be conducted over a 2-hour period. CONSULTANT will provide a short write-up in Microsoft Word Format describing the three (3) North Ramp Area conceptual site plans to accompany the exhibits and for incorporation in the Airport Development Alternatives report. Exhibits will be provided in both PDF and CAD formats.

Exclusions: Identification of stormwater area requirements, preparation of Airport Development Alternatives report.

5.3 Terminal

Planning Alternatives Analysis

This task is to perform a more extensive analysis of gate expansion options presented in the 2007 Hole Montes Study as well as any other options developed in earlier phases of this study. Tasks shall include the following:

- Development of planning evaluation criteria and goals
- Evaluate how the expansion area shall be integrated within the terminal expansion with respect to circulation, visibility, passenger flow
- Evaluate gate expansion impacts on all critical operational components (landside roadway & curbside, sidewalk, building and parking access, etc.), SSCP, concession, shipping and receiving, passenger capacity, restrooms, line of sight, aircraft movements, apron traffic and operations, baggage systems, etc.)
- Evaluate gate expansion impacts on all facility systems (mechanical, electrical, life safety systems, etc.). Determine need for additional facility systems such as HVAC, electrical substations, fueling, water, sanitary, etc. Determine if any excess capacity in existing systems can be utilized.
- Evaluate curbside impacts if a Concourse A or E is developed.
- Develop options for operational procedures to mitigate peak demands on facility.
- Prepare up to two (2) high-level conceptual planning layouts for TSA SSCP equipment that may be required beyond the existing consolidated SSCP area to support future gate expansion for a potential Concourse A or E.
- Develop an Exhibit for evaluation purposes in order to articulate issues and opportunities of each gate expansion option.
- Rate each option listing the pros and cons of each gate expansion option within a rated matrix format.
- Develop ROM pricing documentation to assist in alternatives comparison.
- Review all options and opportunities in draft format with the owner to confirm and rank options and receive feedback.
- Articulate construction phasing impacts and durations of construction of each proposed gate expansion.
- Review previously developed estimates of all gate expansion areas for validation and potential uncovered costs.

- Based on evaluations of existing conditions, review of existing drawings, and recommendations, provide updated cost estimate. Pricing shall account for a combination of unit and square foot costs for material, labor, equipment, overhead and profit as well as project type, condition and location.
- All estimates shall apply contract markups including general conditions, GC overhead and profit, permits, estimate contingencies and allowances as applicable. Establish a reasonable range of estimated construction costs assuming reasonable bidding competition. Assembly pricing, allowances and contingencies will be utilized as needed.
- Issue opinions of probable costs for planning level consideration.

Documentation for Workshop – Conduct Planning Workshop

- Incorporating comments from review session with the LCPA staff of draft documents and prepare presentation exhibits for working session with the LCPA ASMC/Board.
- Create a narrative to describe the preferred concept(s) based upon the draft planning studies
- Provide 3D digital imagery of the exterior and interior views (up to 2 interior and 2 exterior) of the preferred option(s).
- Conduct planning workshop session with LCPA ASMC/Board and other stakeholders to present the gate expansion options, relevant data, and 3D imagery and receive Board feedback and determine the most viable option(s) to receive further refinement and evaluation. This proposal assumes there will be one or two options that will receive further refinement.

Refinement of Preferred Gate Expansion Concept(s) based on Board Planning Workshop Comments

- Incorporate comments from Board workshop and further refine the preferred gate expansion option(s).
- Conduct additional validation studies if required.
- During this effort, incorporate any new information created from other studies including information attained from other other aspects of this ongoing master plan study.
- Conduct second Board Planning Workshop to review final documents and confirm selected option(s).

5.4 Landside – Access, Circulation and Parking

Landside – Roadways and Curbfront

No new alternatives will be evaluated as part of this scope, with exception of the upper level roadway/curb.

CONSULTANT will summarize previously evaluated alternatives and summarize recommendations and rough order of magnitude cost estimates from various existing studies for non-aviation roadways, Terminal Access Road, and Lower level roadway/curb.

For the Upper level roadway/curb, CONSULTANT will prepare up to two (2) alternative concepts for upper level roadway/curb improvements including lane additions or operational strategies. The concepts are for planning purposes, not an engineering design. CONSULTANT will review up to two (2) alternative concepts in a workshop with LCPA. Based on LCPA direction at the workshop, the

CONSULTANT will refine and finalize one (1) of the developed alternatives as the final concept. A rough order of magnitude cost estimate will be prepared for the final concept to be used in the CIP.

Landside – Parking and Rental Cars

No new alternatives will be evaluated as part of this scope, with exception of the cell phone lot.

CONSULTANT will summarize previously evaluated alternatives and summarize recommendations and rough order of magnitude costs from various existing studies for parking areas and rental car facilities and parking.

For the cell phone lot, CONSULTANT will prepare up to two (2) alternative concepts for changes or expansion. The concepts are for planning purposes, not an engineering design. CONSULTANT will review up to two (2) alternative concepts in a workshop with LCPA. Based on LCPA direction at the workshop, the CONSULTANT will refine and finalize one (1) of the developed alternatives as the final concept. A rough order of magnitude cost estimate will be prepared for the final concept to be used in the CIP.

5.5 Non Aviation Lands and Future Areas

Up to two (2) alternatives for non aviation and future areas will be prepared as generalized land area plans (no site planning is assumed in this scope). Generalized land areas are anticipated to be commercial/office; industrial/office; aviation adjacent support uses; and future areas. These generalized land area plans will be developed in coordination with the Skyplex market research information prepared by others and the North Ramp Area planning exercise. CONSULTANT will review two alternatives in a workshop with LCPA. Based on LCPA direction, CONSULTANT will refine a third and final generalized land plan. A rough order of magnitude cost estimate will be prepared for the final concept to be used in the CIP.

5.6 Utilities

CONSULTANT will generate utility alternatives based on up to three scenarios of future conditions resulting from alternatives evaluations applicable to the midfield terminal area, and applicable to the non-aviation/Skyplex and north ramp area. CONSULTANT will summarize upgrade requirements for water, sewer, fiber and electricity capacities resulting from these proposed alternatives, with rough order of magnitude costs for evaluation purposes. CONSULTANT will provide a high level summary of the findings.

5.7 Meetings

Two (2) teleconferences will be held for the CONSULTANT team members and LCPA to coordinate Alternatives Evaluation goals and review of draft deliverables. For budgeting purposes, these meetings are anticipated to last up to two (2) hours.

Exclusions: Changes required as a result of issuance of new FAA or FDOT regulatory guidance (such as Advisory Circular 5300-13B) may require additional scope and fee.

6. Environmental Overview

The Master Plan Update will include a summary of environmental conditions on and in the immediate vicinity of the airport per guidance in FAA's Order 5050.4B, Environmental Handbook, and FAA Order 1050.1, Environmental Impacts: Policies and Procedures.

6.1 Environmental Data

CONSULTANT will review each area of potential concern so LCPA is made aware of: 1) the level of potential impact, 2) whether further environmental study is required prior to implementation, and 3) whether the proposed improvements will comply with applicable State and Federal laws. The first step will be to establish a baseline assessment of the current airport environmental condition. To establish this baseline, the CONSULTANT will review the following environmental conditions inside the airport boundary:

- Air Quality (qualitative discussion consistent with previously completed documentation)
- Biological Resources (vegetative, wildlife and endangered species)
- Climate (qualitative discussion consistent with previously completed documentation)
- Coastal Resources
- DOT Section 4(f)
- Prime and Unique Farmland
- Known contamination (as per Airport records)
- Historical, Architectural, Archaeological and Cultural Resources
- Land Use
- Natural Resources and Energy Supply
- Socioeconomics, Environmental Justice and Children's Environmental Health
- Wetlands and Biotic Communities
- Water Resources (water quality including surface and ground water)
- Floodplains
- Wild and Scenic Rivers
- Visual Effects (including light emissions)
- Construction Impacts

This effort will be based on existing information readily available from LCPA, the CONSULTANT's archives, and local/regional sources.

CONSULTANT will identify NEPA (Cat Ex, EA, EIS) status for each proposed project identified for the Capital Improvement Plan.

CONSULTANT will work in coordination with LCPA to review existing conditions data and evaluate the alternatives and implementation plans for proposed improvements against current federal policy including the determination factors in FAA Order 1050.1F to assess and summarize impacts. The summary will include description of proposed improvements, alternatives considered, consistency with community planning, summary of mitigation measures, and summary of compliance with applicable environmental requirements and regulations. This summary documentation will be a chapter of the Master Plan, and not an Environmental Assessment. Maps, documentation and records for this review will be provided by LCPA. CONSULTANT mapping effort will be limited to retrieving existing maps that were prepared previously by CONSULTANT for review purposes only; no new mapping or assembly of data is included. While a formal FAA determination under Section 163 of the FAA Reauthorization Act of

2018 is now required to confirm the applicability of NEPA as well as the appropriate level of NEPA for each project, coordination of that determination is beyond the scope of this effort.

Exclusions: No air quality or GHG (climate) emissions modeling is included in this scope. No new wetland mapping or detailed field investigations are included in this scope. No agency coordination related to environmental conditions or permitting is included in this scope.

6.2 Noise and Noise-Compatible Land Use

The CONSULTANT will prepare a qualitative assessment of the existing and future anticipated noise conditions for the airport based on a review of the projected activity relative to the noise contours developed in the 2013 Code of Federal Regulation (CFR) Part 150 Noise and Land Use Compatibility Study. This includes a review of the 2030 contours that were developed as part of that effort along with a description of the overlay zoning that was implemented as a result.

Exclusions: No modeling of new noise contours will be prepared under this task. Detailed residential and population impact analysis is beyond the scope of this effort. This effort does not constitute a 14 CFR Part 150 Noise Exposure Map Update.

CONSULTANT will prepare a draft Environmental Overview & Noise narrative for LCPA review, and a final Environmental Overview & Noise narrative for inclusion in the MPU.

6.3 Meetings and Data Coordination

Two (2) teleconferences or in-person meetings will be attended by the applicable CONSULTANT team members and LCPA, in addition to coordinate activities to assemble and verify the Environmental Overview data and deliverables.

7. Sustainability Strategy and Airport Recycling, Reuse and Waste Reduction

7.1 Sustainability Strategy

This scope assumes previously prepared sustainability information will be used and summarized including: 2014-16 initiative reports, maintenance energy audits, and VHB Step 1 & 2 FDOT guidebook deliverables.

Exclusion: This scope does not include recommendations or planning for new strategies.

7.2 Airport Recycling, Reuse, and Waste Reduction

CONSULTANT will coordinate with LCPA to prepare a summary of the Facility Description and Background and Review of Waste Management Contracts. This summary will be a high level one- to two-page narrative and will summarize information that LCPA provides to CONSULTANT to address the following: background information about the airport, the scope of the existing recycling program, the airport's current waste management program and how it fits in the Lee County waste management program, drivers for implementing/maintaining a recycling program, a description and inventory of infrastructure in place on- and off-airport that supports airport recycling, the airport's current solid waste recycling, reuse, and waste reduction efforts, including instances when tenants recycle materials, and a description of program performance.

Exclusions: This scope does not include a waste audit, review of recycling feasibility, Operation and Maintenance (O&M) Requirements, Potential for Cost Savings or Revenue Generation, or Plan to Minimize Solid Waste Generation.

Scope and fee may be provided for additional services if needed in accordance with FAA's Guidance Memorandum on Airport Recycling, Reuse, and Waste Reduction dated September 30, 2014.

CONSULTANT will prepare a draft Strategy & Reduction narrative for LCPA review, and a final Strategy & Reduction narrative for inclusion in the MPU.

7.3 Meetings

CONSULTANT will coordinate summaries of Sustainability and Recycling, Reuse, and Waste Reduction with LCPA staff in up to two (2) teleconferences.

8. Capital Improvement Program (CIP) and Implementation Plan

The recommended development plans will be subdivided into distinct projects which will be phased over the master planning period. The CIP will be coordinated with airport management and the existing CIP to include both currently programmed and master plan-related capital improvements for the Airport. This proposal assumes that the CIP phasing will be determined for a 10-year period.

The development schedule will be based on the improvements needed to satisfy demand levels, which will be assumed to occur as determined under the Forecasts task. Individual development projects will be phased to allow improvements to be designed, constructed, and commissioned to meet demand.

This scope assumes the following information will be provided to the CONSULTANT developing the CIP by Planning Activity Level:

- Airfield projects
- Landside (roadway, parking, rental car areas) projects
- Support facility, Air cargo and general aviation projects
- Terminal projects
- NEPA (Cat Ex, EA, EIS) status for each proposed project
- Rough Order of Magnitude cost estimates for each project

8.1 Define Individual Development Projects

CONSULTANT will identify and define the individual capital improvement projects that make up the recommended actions. These will become the basis for the CIP schedule and cost estimates. This proposal assumes coordination with LCPA and the CONSULTANT team to identify the airport capital improvement projects. The deliverable associated with Task 8.1 will consist of an excel spreadsheet listing the proposed development projects including a short description.

8.2 Compile Estimates of Rough Order of Magnitude (ROM) Costs

CONSULTANT will compile the ROM cost estimates based on information provided by LCPA and CONSULTANT team members, and update the spreadsheet prepared under Task 8.1 to include these ROM cost estimates. ROM costs are to be provided from LCPA and the Master Plan Update consulting team members.

8.3 Establish Project Sequencing

CONSULTANT will review the most current CIP for RSW and coordinate project sequencing with LCPA staff and CONSULTANT team. The anticipated sequence for each project will be based on the improvements needed to satisfy demand at the various PAL's, funding considerations (Task 9.1) local funding match considerations, the LCPA objectives, and prerequisite project requirements where necessary. The various facility development projects will be prioritized and correlated with the phasing plans for the airport development program resulting from the selected alternatives. The CIP phasing will be determined for a 10-year period and be closely coordinated with LCPA management. This proposal assumes that a maximum of two (2) draft and one (1) final CIP would be developed as part of this task. Additional changes to the CIP would be covered under a separate task authorization.

The deliverable associated with Task 8.3 will include a development schedule which will include a color-coded bar graph showing the timing of each project illustrating the recommended phasing for project implementation based on demand levels or replacement/ maintenance need.

8.4 Meetings

CONSULTANT will coordinate the CIP with LCPA staff in three (3) teleconferences. For budgeting purposes, meetings are anticipated to last up to two (2) hours.

9. CIP Funding Options

9.1 Identify Funding Sources

CONSULTANT will update the spreadsheet to be completed under Task 8.1 to include potential funding sources for each project. Funding sources are assumed to include federal discretionary and entitlement grants, State and local funds, PFCs, as well as other potential sources of funding for the identified projects. Non-traditional funding sources, including public-private funding, will be examined in the context of individual demand and development scenarios. CONSULTANT will review the project funding sources and timing with LCPA staff and adjust, as needed, the CIP to ensure that the annual local share remains consistent with the thresholds set by LCPA. Review meetings are under Task 8.4.

10. Airport Layout Plan Set Update

10.1A Airport Layout Plan Preparation

The Airport Layout Plan will be prepared in accordance with FAA standards as defined in FAA Advisory Circular 150/5070-7, Airport Master Plans, and FAA Advisory Circular 150/5300-13A, Change 1, Airport Design. The ALP set will be prepared as a paper-copy ALP and does not include preparation of an electronic ALP (eALP). Data will be submitted in CAD format and is not intended to be provided in GIS format for use in an eALP submittal to the FAA. Each drawing sheet associated with this ALP will be developed in the Florida West State Plane Coordinate System (North American Datum 1983 and North American Vertical Datum 1988).

All components of the ALP drawing set described herein will be developed in accordance with the provisions of AC 150/5070-6B, Airport Master Plans, and the FAA Standard Operating Procedure (SOP) 2.00, Review and Approval of Airport Layout Plans (ALPs). To support the submittal of this updated planning product, CONSULTANT will also review, complete, and submit the checklist that is provided in the FAA SOP 2.00.

TITLE/COVER SHEET

A title sheet will be prepared in accordance with the FAA checklist to serve as the drawing set cover sheet. This title sheet will include pertinent information such as the airport name, owner/operator, location, and plan set preparer. An index of drawings, graphic representations of the airport location (including the identification of the county the Airport is located in) and airport vicinity will also be presented on the title sheet.

AIRPORT DATA SHEET

This Airport Data Sheet will include the wind roses for the Airport's runway including wind coverage tables, runway/taxiways data tables, declared distance tables, Runway Protection Zone (RPZ) data tables, etc. The runway data table will include information such as Approach and Departure Reference Code (APRC and DPRC), Runway Reference Code (RRC), runway length, runway width, runway end elevation, runway lighting, runway marking, pavement type, pavement strength and navigational aids (NAVAIDs). A table listing any modifications (existing and proposed) to FAA design standards along with their proposed disposition, as well as the Taxiway Design Groups (TDG) for each taxiway will be identified along with other information specified in FAA SOP 2.00 ALP Review Checklist. If applicable, LCPA will be responsible for the preparation, initiation, revision, coordination, and management of all Modification to Standards (MOS) requests. This proposal does not assume any analysis relative to MOSs.

EXISTING AIRPORT LAYOUT

Utilizing new digital mapping for the Airport, a new drawing will be created to identify facilities and geographical features at the Airport as they currently exist. This drawing will include existing structures, pavements, imaginary surfaces, NAVAIDs (visual and instrument), ground contours, runway protection zones, runway safety areas, property interests, and other pertinent dimensional data recommended by the FAA. The existing ALP will also reflect the recently constructed Air Traffic Control Tower (ATCT) and Aircraft Rescue and Firefighting (ARFF) facilities.

Based on the new digital mapping obtained for the Airport, this drawing will reflect projects and other airport improvements that have materialized since the current ALP was last approved. This drawing will also depict the configuration and general dimensioning of the existing airport facilities, including surveyed building heights of all buildings on airport property. The Airport Reference Point (ARP), key elevations, runway end latitude/longitude coordinates, and runway approach surfaces will also be identified. The drawing will also include a legend and applicable notes section, as well as building data tables. This proposal assumes that the LCPA will be responsible for providing updated building information (e.g., building numbers, building tenants, etc.). The "true" and magnetic north will also be depicted, which will require the calculation of the magnetic declination at the Airport. Any deviations to FAA design standards will be identified and noted appropriately.

The FAA checklist will be reviewed (and completed) to confirm that the existing airport layout contains the information required for submittal to the FAA.

The scale of the drawing will be defined at the time the ALP set is commenced and will be determined so as to provide a clearly legible drawing with all requisite data readily discernible. The scale of the drawing, however, will fall within the range of 1" = 200' and 1" = 600', in accordance with the FAA checklist.

AIRPORT LAYOUT PLAN

Utilizing new digital mapping and other available resources, CONSULTANT will create an ALP to reflect the recommended development plan for the Airport (based on the proposed capital development

projects to be identified by others as part of the Master Plan Update). The ALP will also incorporate the geometry of the proposed parallel runway (Runway 6R-24L) and associated parallel and crossfield taxiways. For budgeting purposes, it has been assumed that this information would be extracted from the existing FAA-approved ALP or be provided by others. Similarly, this proposal assumes that the proposed capital development projects to be integrated in the ALP will be available to CONSULTANT in AutoCAD format. This task excludes any drafting work for re-drawing or reproducing drawings of proposed capital development projects.

Specifically, the ALP will illustrate existing and proposed airfield pavements, roadway & parking pavement/structures, trails/gravel roads, runway markings, on-airport structures, appropriate levels of vegetation, key drainage features, NAVAIDs (visual and instrument), off-airport structures that are located in the immediate vicinity of the Airport, and other miscellaneous natural and man-made items. Established survey monuments located on or in the immediate vicinity of the Airport will also be identified. Ground contours, runway protection zones, runway safety and object free areas, future property interests, and other pertinent dimensional data recommended by the FAA will also be depicted on the plan.

The ALP will be developed in accordance with the FAA checklist. Thus, each of the components of the ALP will contain the information necessary to obtain approval from the FAA. Like the Existing Airport Layout, any deviations to FAA design standards will be identified and noted on the ALP.

The scale of the drawing will be defined at the time the ALP set is commenced and will be determined so as to provide a clearly legible drawing with all requisite data readily discernible. The scale of the drawing, however, will fall within the range of 1" = 200' and 1" = 600', in accordance with the FAA checklist.

AIRPORT AIRSPACE DRAWING

This drawing will depict all relevant Federal Aviation Regulations (FAR) Part 77 Imaginary Surfaces as they relate to the Airport's immediate airspace in a plan and profile view. The plan view will be prepared at an approximate scale of 1" = 2,000' and will be overlaid onto a USGS 7-minute quadrangle basemap (or orthophotography) of the surrounding area. The profile view will be prepared at a horizontal scale of 1" = 1,000' and a vertical scale of 1" = 100'.

The plan will illustrate the ultimate runway configuration of the airfield including the proposed parallel runway with key elevations of the surfaces and stationing from the runway ends being referenced. Fifty (50) foot contour intervals will be shown for all FAR Part 77 sloping imaginary surfaces. This sheet will depict objects violating FAR Part 77 surfaces that have not been identified on the ALP or inner approach drawings. The top elevation of each obstruction will be identified on the drawing as will the disposition of the obstruction in a tabular format. The dimensions of the approach surfaces and transitional surfaces will be charted. Obstruction heights will be obtained from the new digital mapping and other available resources. In addition, all known obstructions to navigable airspace off-airport will be identified through the use of the latest USGS mapping, the NOAA Obstruction Chart, and the aeronautical sectional chart as applicable. *Exclusion: No field obstruction surveys, however, will be completed as part of this effort.*

The FAA checklist will be reviewed (and completed) to confirm that the airport airspace drawing contains the information required by the FAA. This proposal assumes that the approach minima associated with each runway end will be made available and/or be obtained from the Master Plan Update report.

INNER PORTION OF THE APPROACH SURFACE DRAWINGS

These drawings will depict plan and profile views of the inner portion of the approach to each ultimate runway end at the Airport. These drawings will utilize a 1" = 200' horizontal scale for the plan and profile views and a 1" = 20' vertical scale for the profile views. The plan/profile extents will cover from the referenced runway end out to a point where the approach surface reaches a 100-foot height above the runway end. The new digital base mapping will be used to identify obstructions to navigable airspace.

In accordance with the FAA checklist, these drawings will depict the obstacle identification surfaces contained in 14 CFR Part 77, Objects Affecting Navigable Airspace, threshold siting surfaces, and Glidepath Qualification Surfaces (GQS) if applicable. The threshold siting surfaces will be defined based on the type of instrument approaches anticipated and the critical aircraft for each runway end in accordance with the standards defined in the update to Table 3-2, Approach/Departure Standards Table, of FAA AC 5300-13A, Change 1, Airport Design as published FAA Engineering Brief 99A.

Obstructions will be listed numerically in a tabular format for each approach with data describing the obstruction type, the surfaces penetrated, top elevation, allowable elevation, amount of penetration, and proposed dispositions. Elevations of roads, railroads, power poles, trees, buildings, and other objects that are located within the approaches will also be shown.

Additionally, any local zoning ordinances or protection zones will also be reflected in the inner portion of the approach surface drawings, where applicable.

CONSULTANT will prepare inner portion of the approach surface drawings for Runway 6R-24L to illustrate the applicable airspace surfaces that would need to be protected. However, since the base and airport obstruction mapping will exclude the areas where the proposed parallel runway will be located, Ricondo will not identify potential obstructions to the Runways 6R and 24L approach, threshold siting, and departure surfaces.

DEPARTURE SURFACE DRAWINGS

CONSULTANT will prepare a drawing depicting the departure surfaces prescribed in Engineering Brief No. 99A, Changes to Tables 3-2 and 3-4 of Advisory Circular 150/5300-13A, Airport Design. The sheet will consist of a scaled plan and profile drawing of the area within the 40:1 departure surface. The drawing will depict the location of potential obstructions and corresponding tables listing objects, departure surface penetrations, object top elevation, and proposed disposition. *Exclusion: As previously noted, CONSULTANT will not identify potential obstructions to the Runways 6R and 24L departure surfaces.*

TERMINAL AREA DRAWING

Similar to the ALP, the terminal area drawing(s) will depict existing and proposed development at a larger scale (within a range of 1" = 50' and 1" = 100') of the terminal area and other adjacent facilities. At this scale, the terminal area drawing(s) will provide further detail in terms of dimensional criteria, annotations, aircraft parking positions, existing and proposed facilities.

LAND USE DRAWING

This drawing will depict the existing and recommended use of all Airport property and all land in the immediate vicinity of the Airport (to the 65 DNL contour as specified in FAA RGL- 5070.1). The land uses will be depicted by general use categories such as aviation, commercial, residential, industrial, recreational, public use, etc. The specific designations of land uses within the airport property limits will be discussed with airport representatives and revised as directed to reflect the categories that are desired. The off-airport land uses in the immediate vicinity of the Airport (to the 65 DNL contour) will be

defined based on the Lee County land use maps. The FAA checklist will be reviewed (and completed) to confirm that the land use drawing contains the information required by the FAA. The identification of non-aeronautical land uses will be based on the findings of prior or on-going planning studies.

This scope assumes that the noise contours are available in AutoCAD format.

PROPERTY MAP

This scope assumes that the Airport property data that was updated in November 2020 is up to date. CONSULTANT will incorporate the property information that is included in the existing ALP drawing set in the new digital mapping and prepare a new property map sheet. This proposal, however, assumes that no update to the property boundary is required. In addition, this proposal assumes that all existing easements are mapped and that no additional research is required to identify existing easements on airport property and surrounding aviation easements.

This proposal also assumes that no additional research is required to document the following:

- Date property was acquired or property status
- Federal Aid project number under which the property acquisition was reimbursed
- Type of acquisition (i.e. AIP-noise, AIP entitlement, surplus property, local purchase, local donation, condemnation, other)
- Grantor of property
- Acreage

This drawing will be prepared at a scale equal to that of the ALP and will depict the existing airport property boundary as well as proposed acquisition areas. The updating of the property map will conform with the guidelines discussed in the FAA SOP 2.00.

DELIVERABLES

The following deliverables will be prepared as part of this task.

PREPARE CHECKLIST ACCORDING TO SOP 2.00

The SOP 2.00 checklist will be prepared for submission to the FAA and FDOT. The checklist will be prepared electronically and submitted to the FAA and FDOT during the ALP drawing set submissions.

PRELIMINARY DRAFT AIRPORT LAYOUT PLAN DRAWING SET SUBMITTAL

Five draft copies of the drawings developed will be assembled and distributed to the LCPA staff for review and comments. Revisions will be made as appropriate based on comments received.

FINAL DRAFT AIRPORT LAYOUT PLAN DRAWING SET SUBMITTAL

Once comments have been received from LCPA staff and addressed (as appropriate), five (5) copies of the final draft Airport Plans set will be submitted to LCPA for distribution to the FAA (one copy), FDOT Aviation and Spaceports Office (two copies), and airport staff (two copies). An electronic version of the drawings set will also be provided. Drawings will be provided in both AutoCAD and Adobe Acrobat (PDF) formats. As part of this submittal, CONSULTANT will also prepare a transmittal letter to the FAA that will list the key changes that have been made to the Airport Layout Plan. The FAA checklist will also be included in this transmittal.

FINAL AIRPORT LAYOUT PLAN DRAWING SET

Once comments have been received from FAA and FDOT and addressed (as appropriate), ten (10) copies of the final Airport Plans set and associated FAA checklist will be submitted to the LCPA for distribution to the FAA. It is assumed that the LCPA will be responsible for forwarding the Airport Plans set to the FAA local ADO for their review, coordination, approval, and

signature. Electronic versions of the final drawings set will be provided in both AutoCAD and Adobe Acrobat (PDF) formats.

10.2A Narrative Report

CONSULTANT will prepare a summary narrative to accompany the ALP sheets. The narrative report will be prepared so it can be included as part of the Master Plan Update documentation. This document, however, is not intended to be a standalone document or an Executive Summary of the Master Plan Update. This narrative will include discussions of any modifications to FAA standards, including the justification of any new modification requests. In addition, a half-size version of the ALP set (11"x17") will be printed and included in the report. Items to be discussed as part of the narrative report include:

- A brief description of each drawing in the ALP drawing set
- The Airport's critical (or design) aircraft, Runway Design Code (RDC), and Runway Reference Codes
- Existing and proposed Modifications to Standards (MOS) to the FAA's airport design standards
- Notation of any action items from the FAA Runway Safety Action Team (RSAT) Program Office (e.g., hot spots)
- A discussion of the appropriate obstruction clearance surfaces for each runway end
- A narrative on declared distances, if applicable

DELIVERABLES

CONSULTANT will submit the ALP Narrative Report to LCPA and conduct two revision rounds; (1) preliminary draft for the LCPA review and comment, and (2) final draft for LCPA review and comment. The second round of comments/revisions will be incorporated into the final draft chapter of the Master Plan. The ALP Narrative Report will only be provided in native file format and Adobe Acrobat (PDF) format. No hard copies will be provided.

10.3A Meetings & Coordination

CONSULTANT will participate in up to four (4) web conference sessions using GoToMeeting or similar software to review the base map layering, review the draft ALP set with Airport staff, and discuss required modifications to the drawings.

CONSULTANT will participate in one (1) two (2) hour ALP "page flip" at the FAA Airports District Office (ADO) in Orlando. This meeting will provide an opportunity to present the draft ALP drawing set to the ADO staff and to go over the proposed projects to be reflected on the future ALP. The meeting will be attended by two (2) CONSULTANT team members. This includes the plotting of two (2) ALP sets and the preparation and distribution of meeting minutes.

CONSULTANT will participate in one (1) two (2) hour ALP "page flip" at RSW with representatives of the Florida Department of Transportation (FDOT). This meeting will provide an opportunity to present the draft ALP drawing set to the FDOT staff and to go over the proposed projects to be reflected on the future ALP. The meeting will be attended by two (2) CONSULTANT team members. This includes the plotting of two (2) ALP sets and the preparation and distribution of meeting minutes.

CONSULTANT will perform the necessary project coordination with surveyors over the course of the aerial mapping and surveying tasks to ensure distribution of information and guidance on project related items. CONSULTANT will participate in up to five (5) web conference sessions using

GoToMeeting or similar software to help coordinate the surveys that would need to take place at the Airport. These coordination meetings will be attended by two (2) CONSULTANT team members.

10.4A Photogrammetry & Airports-GIS (AGIS) Services

CONSULTANT will provide photogrammetry and Airports-GIS services in support of a Master Plan Update. The main objective of this effort will be to fulfill the data collection requirements for updating the RSW ALP. This proposal also includes tasks required to comply with FAA Airports-GIS program standards. All survey and photogrammetry work will be accomplished in accordance with the following Advisory Circulars: AC-150/5300-16B (16B), AC-150/5300-17C (17C), AC-150/5300-18B (18B).

The Airports-GIS objective for this project is to collect and submit Safety-Critical data for RSW. Furthermore, base-mapping (planimetric & topographic data) collected in support of the ALP update will be formatted and submitted to Airports-GIS. Specifically, acquisition of data will include an Airport Airspace Analysis for the existing runway, NAVAID inventory & survey, Runway Ends/Thresholds & Profiles survey, and collection (through remote-sensing) of planimetric & topographic data.

CONSULTANT will fulfill the data collection, formatting, and delivery requirements of the FAA Airports-GIS program. In general, CONSULTANT's approach to fulfilling the GIS requirements will be accomplishing those required tasks as outlined in Table 2-1 (Survey Requirements Matrix) of 18B, Column "Airport Layout Plan." CONSULTANT will be responsible for coordinating and submitting AGIS deliverables to FAA.

The total project area consists of two major components:

AREA A Planimetric & Topographic Mapping Limit - This area defines the limit for the compilation of planimetric & topographic data, necessary for the ALP update.

AREA B Airspace Analysis Limits - Horizontal Limits of the applicable Obstruction Identification Surfaces (OIS) as defined in AC-150/5300-18B, Part 77 and AC-150/5300-13.

PROJECT PLANNING/PROJECT MANAGEMENT/FAA AIRPORTS-GIS COORDINATION/FIELD-SURVEY CONSULTATION

CONSULTANT will develop, submit, and gain approval of the "Statement of Work" for the project through the ADO and FAA Airports-GIS. CONSULTANT will also develop, submit, and gain approval of the "Imagery/Remote Sensing Plan" and the "Survey & Quality Control Plan" required by the FAA Airports-GIS Program.

AERIAL IMAGERY ACQUISITION

New color aerial imagery will be captured for all areas defined in the PROJECT AREA DEFINITION section of this proposal utilizing a digital photogrammetric camera. The aerial imagery acquisition flight mission will be executed in accordance with all guidelines and specifications within FAA AC 150/5300-17C.

Upon completion of the flight mission, the imagery will be reviewed through in-house Quality Assurance procedures for photogrammetric acceptability and compliance with AC 150/5300-17C requirements.

ESTABLISH GEODETIC CONTROL / VALIDATE EXISTING PACS/SACS (RICONDO SUB-CONSULTANT)

There are currently one PACS monument and two SACS monuments published in the NGS database for RSW. Surveyors will validate/utilize these monuments to serve as the project tie to the NSRS. If the existing PACS/SACS monuments are determined to be damaged or the validation is unsuccessful the surveyors will establish temporary geodetic control points, as required, in accordance with AC-150/5300-16B. Geodetic data will be tied to the NSRS using the latest published adjustment (2011).

SURVEY IMAGERY PHOTO CONTROL

Photo-identifiable features will be selected & surveyed for use as imagery ground control. Imagery Control will be surveyed (properly tied to NSRS) and documented in accordance with AC-150/5300-17C and FAA Airports-GIS requirements. Ground Control data and documentation will be submitted to FAA Airports-GIS along with the AP Acquisition Report. It is anticipated that approximately 26 imagery control points will be required, along with 5 independent OPUS Checkpoints.

AERO TRIANGULATION

The digital aerial imagery will be imported onto a digital photogrammetric workstation where it will be oriented with field-surveyed ground control. This procedure will establish both horizontal and vertical control for orienting individual photogrammetric models.

CREATE DIGITAL ORTHO IMAGERY

Digital orthophotos will be produced to meet the requirements of Ricondo and the Airport as well as to comply with the requirements of the FAA Airports-GIS program and AC 150/5300-17C. One set of ortho imagery will be produced.

RUNWAY SURVEYS

Surveyors will accomplish field-survey of Runway 6/24. Survey tasks will include survey of runway-endpoints and runway-profiles. For each runway-end-point a monument will be set (or recovered), surveyed, and documented in accordance with AC-150/5300-18B. Runway-centerline-profiles will be surveyed at a 5-foot interval utilizing mobile-RTK methodology. In addition to the runway centerline, two 10-foot-offset profiles will be surveyed. Multiple passes in opposite directions will be accomplished for all 3 profiles for QA purposes. Final profile data will be reduced to 10-foot stations by CONSULTANT. Runway survey data will be utilized for the Airport Airspace Analysis/Obstruction Surveys task. Runway survey data will be properly formatted by CONSULTANT and reported in the FAA Airports-GIS deliverable.

NAVAID SURVEYS (RICONDO SUB-CONSULTANT)

Surveyors will accomplish field-survey of NAVAIDs associated with RSW. Each NAVAID will be surveyed and documented in accordance with AC-150/5300-18B. NAVAID survey data will be properly formatted by CONSULTANT and reported in the FAA Airports-GIS deliverable. The following NAVAIDs will be included in this survey: Airport Rotating Beacon, RSW VORTAC, 6 PAPI, 24 PAPI, 6 MALSR, 24 REILs, 6 Localizer, 6 Glideslope, 6 DME, Windsocks, and AWOS Station.

AIRPORT AIRSPACE ANALYSIS/OBSTRUCTION SURVEYS

18B/AGIS - An Airport Airspace Analysis will be performed in accordance with AC 150/5300-18B. This task will be performed in order to comply with the requirements of the FAA Airports-GIS Program for projects involving Airport Layout Plan updates. The Airport Airspace Analysis will meet the following specifications:

6/24: Runways-With-Vertical-Guidance

Formatting of final reported 18B/AGIS obstacles will adhere to the specifications of AC 150/5300-18B, Chapter 5 Airport Data Features.

Part 77/TSS - An FAR Part 77/TSS Obstruction Survey will be performed in support of the Airport Layout Plan Update. Using the digital stereo imagery, the prescribed Part 77 & TSS Obstruction-Identification-

Surfaces will be examined and analyzed to identify natural and manmade objects penetrating the surfaces.

The Part 77 & TSS Obstruction Survey will meet the following specifications:

RUNWAY	ANALYSIS TYPE
6	Precision-Instrument-Runway (PIR)*
24	Precision-Instrument-Runway (PIR)*
6	TERPS 40:1 Departure Surface (EB-99A Change)
24	TERPS 40:1 Departure Surface (EB-99A Change)
6	TSS Surface (5) from Table 3-2, AC-150/5300-13 (EB-99 Change)
24	TSS Surface (4) from Table 3-2, AC-150/5300-13 (EB-99 Change)
6	TSS Surface (6) from Table 3-2, AC-150/5300-13 (EB-99 Change)
24	TSS Surface (6) from Table 3-2, AC-150/5300-13 (EB-99 Change)
* – The PIR Surface will be analyzed out to 20,000 feet from runway-end.	

PART 77/TSS COLLECTION CRITERIA

The obstruction-identification-surfaces, defined in the previous section, will be digitally referenced with the 3D Stereo Imagery. Using the 3D imagery, trained technicians will visually examine all surfaces and collect X-Y-Z point data for objects meeting collection criteria. Collected data will then be mathematically analyzed against the surfaces using custom script processes to produce a final dataset.

Multiple Quality-Assurance processes are performed for obstruction data through the project life cycle to ensure accuracy and completeness. Data will be collected to fulfill the following criteria:

- 1) A single X-Y-Z point will be collected / analyzed for any manmade or natural object penetrating a surface. The point will be placed on the highest point of the object. The X-Y location will correspond to the horizontal position of the highest portion of the object, not necessarily the center or middle.
- 2) If a large group of trees or terrain (obstruction area) is found to penetrate a surface, representative selection criteria will be used. In this case, the obstruction area will be outlined with a bounding polygon in order to represent the horizontal extents of the area. A grid will then be overlaid on the area. Within each grid sector, the highest object will be collected. Within the primary surface, the transitional surface, and within the first 5,000 feet of the approach surface, 100-foot grid spacing will be used. Within 10,000 feet of the approach surface, but outside 5,000 feet, 200-foot grid spacing will be used. 200-foot grid spacing will also be used within the horizontal surface. Outside 10,000 feet of the approach surface and within the conical surface, 500-foot grid spacing will be used.

RAW OBSTACLE DATA COLLECTION

CONSULTANT will complete raw obstacle data collection for Ricondo off the ends of each runway. The horizontal extents of the TERPS 40:1 Surface will serve as the limits for the raw obstacle collection. Within the first 5,000 feet of the TERPS 40:1 Surface, CONSULTANT will collect manmade and natural objects with no regards to penetration value. For manmade objects, all buildings, utility poles, antennas, towers, and prominent objects will be collected (small objects, such as mailboxes, posts, and utility boxes will be ignored). For vegetation, singular trees/shrubs will be collected to the extent possible/feasible. In large areas of dense vegetation, a bounding polygon will be drawn to show the

extents of the dense area. A 100-foot grid will be applied to the defined limit and the highest vegetation point within each grid-sector will be collected.

PLANIMETRIC & TOPOGRAPHIC MAPPING COMPILATION

Utilizing the aerotriangulated digital imagery, photographic stereo pairs will be oriented and compiled on digital photogrammetric workstations within AREA A. Mapping data will be compiled meeting the following specifications:

PLANIMETRIC DATA SCALE: 1"=100' SCALE (CLASS II STANDARDS)

TOPOGRAPHIC DATA SCALE: 2' CONTOUR INTERVAL (CLASS II STANDARDS)

Planimetric file, Contour file, and digital-terrain-model file will be provided in AutoCAD format for incorporation into ALP drawings.

MAPPING EDIT AND GIS FORMATTING

In addition to generating mapping data in CAD formats, all collected data will be edited and formatted in the appropriate AGIS format. In terms of GIS-attributes, CONSULTANT will be responsible for populating all geospatial-related and/or critical attributes required for upload. In general terms, the final AGIS file created by CONSULTANT will include both Safety-Critical and Non-Safety-Critical Data. This includes the following:

- 1) Safety-Critical
 - a. Airport Airspace Analysis Data (Obstructions)
 - b. Runway Survey Data
 - c. NAVAID Survey Data
- 2) Non-Safety-Critical
 - a. Planimetric Data
 - b. Topographic Data

Final GIS data will meet the following specifications:

GIS DATA-MODEL UTILIZED: FAA Airports-GIS (AC 150/5300-18B, Chapter 5)

GIS DELIVERY FORMAT: ArcGIS Shapefile

AIRPORTS-GIS DATA SUBMISSION AND FINAL REPORTING

All data will be formatted into compliant Airports-GIS format and prepared for submission. Prior to submission, the survey-files will be tested using the FAA's "Test-Survey-File" tool in order to ensure acceptability. A "Final Report" will be generated in accordance with Advisory Circular 150/5300-18B and submitted with the final project file. Project close-out will also consist of ensuring receipt and acceptance of the obstruction survey and digital mapping data by the FAA and NGS.

DELIVERABLES

- Statement of Work Report (for Airports-GIS approval)
- Aerial Imagery / Remote Sensing Plan (for Airports-GIS approval)
- Survey & Quality Control Plan (for Airports-GIS approval)
- Aerial Photography Acquisition Report (for Airports-GIS approval)
- Airports-GIS Airport Airspace Analysis Data
- Part 77 / TSS / TERPS Obstruction/Penetration Data
- Airfield Base-map (Planimetric & Topographic Mapping Data)
- Digital Ortho Imagery of AREA A (0.50' Resolution)

- Comprehensive FAA Airports-GIS Deliverable, consisting of:
 - A) Safety Critical Data (Runway, NAVAID, and Airport Airspace Analysis Data)
 - B) Non-Safety Critical Data (Planimetric & Topographic Mapping)
- Final Report (for Airports-GIS approval)

11. Public Involvement

CONSULTANT will prepare an outline of the proposed Public Involvement Campaign for review and concurrence from LCPA. This scope assumes Public Involvement is conducted through three public informational meetings.

11.1 Public Involvement Material Preparation

CONSULTANT will:

Develop and maintain email database with interested parties

Develop, prepare & email Fact Sheet (1)

11.2 Public Workshops (3)

CONSULTANT will schedule, advertise, set up, prepare the agenda and identify the presentation materials, and assemble documentation of the following meetings. These are assumed to be hybrid in-person and virtual meetings to provide information and project status at the following stages of the Master Plan Update project:

MEETING 1: Project Kick off/Existing Conditions

MEETING 2: Evaluation of Alternatives

MEETING 3: Draft Master Plan Update

Advertisements are assumed to include newspaper advertisement, posting on the website (performed by LCPA), and press release. CONSULTANT will coordinate with LCPA so that all communications are reviewed and authorized by LCPA before release.

This includes:

Secure public meeting sites

Develop, prepare & distribute flyer to be emailed and posted to social media (3)

Prepare press release

Prepare news advertisements (3)

Develop meeting documentation materials (agenda, sign-in sheets, name tags, handouts, display boards, etc.)

Attendance at Public Meetings (set up/clean up)

Limited technical support will be provided, including preparation of material and attendance at public meetings. Material prepared as part of the Master Plan Update project will be used; no new technical memos, summaries, reports, maps, or exhibits will be prepared for public meeting purposes.

11.2A Stakeholder and Small Group Meetings

CONSULTANT will convene LCPA and Agency Stakeholders in up to two briefings and up to two small group meetings (community boards, elected officials, civic organizations and other interested parties). These may be convened as in person or webex meetings. The briefings or meetings will be arranged as needed, and may occur at time of: (1) project kick off, and (2) review of the facility requirements and development alternatives. CONSULTANT will:

- Secure meeting sites
- Develop, prepare & invite flyer or information to be emailed
- Develop meeting materials (agenda, sign-in sheets, name tags, handouts, display boards, etc.)
- Attend briefings/meetings and document meeting minutes (set up/clean up)

11.2B Coordination & Meeting Rehearsal with Project Team

CONSULTANT will coordinate with project team members and assist with the preparations and rehearsal to confirm roles, meeting materials and messaging before each of the three (3) Public Workshops.

11.3 Deliverables

CONSULTANT will prepare a technical memorandum to document the public involvement program for incorporating as an appendix to the Master Plan. Copies of committee rosters, meeting minutes, advertisements, and other elements of the Public Awareness Campaign will be included as the official record of the public involvement program. This documentation will be revised regularly over the course of the study rather than being prepared at the end of the process.³

12. Draft and Final Master Plan Update

CONSULTANT will assemble all elements of the Master Plan Update and provide as Draft, Public Draft, and Final deliverables. The Master Plan Update is to be a graphic and public-friendly document, with Appendices that contain the technical supporting documentation to satisfy FAA requirements.

12.1 Draft Master Plan Update

CONSULTANT will prepare the Draft Airport Master Plan Update document and corresponding Executive Summary and PowerPoint presentation. CONSULTANT will provide the Draft Master Plan Update and corresponding material to the Project Team and LCPA for one round of review.

CONSULTANT will prepare a PowerPoint Presentation and attend the following meeting for the Draft Master Plan Update: *LCPA Executive Director level workshop session/presentation* – Draft Master Plan Update

Exclusions: The effort associated with development of the executive summary and Executive Director level workshop session/presentation is limited to the available budget.

12.2 Public Draft Master Plan Update

CONSULTANT will respond to LCPA comments, limited to minor corrections or editorial changes, and issue a Public Draft Master Plan Update and corresponding Executive Summary and PowerPoint presentation. The Public Draft Master Plan Update will be provided to Agency Stakeholders, FAA, FDOT, the public, and ASMC & BOPC.

³ per AC 150/5070-6B

12.2A Technical Revisions

One round of revisions will be performed to address technical comments received from review agencies requiring additional research or technical modifications. If revisions require time and effort beyond the budgeted amount for technical revisions, scope and fee will be determined and negotiated through a separate task authorization at the time such comments are received.

12.3 Final Master Plan Update preparation for adoption:

CONSULTANT will perform minor corrections and editorial changes and issue a Final Master Plan Update and corresponding Executive Summary and PowerPoint Presentation for adoption by the BOPC.

Exclusions: Renderings or videos of proposed/planned facilities are not included in this scope.

QA/QC by CONSULTANT is limited to ensuring clarity, consistency, grammatical accuracy, appropriate use of references and sources, and fidelity of documentation across the Master Plan chapters, and is limited to review of the Draft, Public Draft, and Final Draft and provision of comments to LCPA.

13. Project Management

CONSULTANT will administer and manage the project. This will include meeting coordination, oversight of sub consultants, scheduling and critical path prioritization, maintenance of action item assignments, status and updates, follow-up on action items, recommendations, presentations, and coordination with LCPA staff, agencies and stakeholders as needed. CONSULTANT's role as project manager includes leading the activities of the project team and leading the content and preparation of deliverables. Activities include basic planning related services and coordinating the services of all specialty sub consultants.

13.1 Scheduling: CONSULTANT will regularly review and update the Project Schedule in coordination with LCPA staff and the Project Team.

13.2 Meetings and Coordination: For project management related meetings listed below, CONSULTANT will assist and LCPA will be responsible for scheduling, distributing meeting notices, and confirming attendees. CONSULTANT will document meetings and decisions through meeting notes. Preparation and attendance by Project Manager are assumed for the following meetings:

LCPA Briefings: Up to five (5) presentations to the LCPA staff are assumed at project milestones or as needed to confirm project status, actions, decisions and direction.

LCPA Executive Director level workshop sessions/presentations: Up to five (5) presentations to the LCPA Executive Director leadership level are assumed at project milestones or as needed to confirm project status, actions, decisions and direction.

ASMC/BOPC Presentations: CONSULTANT will participate in three (3) meetings with the ASMC/BOPC at the stages of Draft Master Plan Update and Final Master Plan Update. Preceding each formal presentation, CONSULTANT will arrange for up to two presentation preparation or review sessions with LCPA staff and appropriate Project Team members. CONSULTANT shall assist LCPA with arranging presentation materials.

FAA Coordination Briefings: CONSULTANT will participate in two meetings with FAA Orlando Airports District Office (ADO) for coordination at the following stages of the project: (1) review forecasts and (2) review Draft Master Plan Update including Airport Layout Plan page flip.

FDOT Coordination Briefings: CONSULTANT will participate in two meetings with FDOT Aviation Office or District 1 Office as applicable for coordination at the following stages of the project: (1) review forecasts and (2) review Draft Master Plan Update including Airport Layout Plan page flip.

Stakeholder Agency coordination: Project Manager will assist LCPA on transmitting status reports or documents as needed with local agency and local governmental representatives.⁴

13.3 Agency Approvals and Permitting Needs: CONSULTANT is responsible for identifying the need for agency approvals. Permits and related approvals will be identified for each alternative improvement that is evaluated as part of the Master Plan Update. The types of permits or approvals identified shall include those associated with FAA, FDOT, USACOE, SFWMD, FDEP, Lee County (including Comprehensive Plan, zoning, and development order), EPA, and USFWS. LCPA shall be advised and consulted before any coordination with agency representatives.

13.4 Document management: CONSULTANT will manage a web-based document sharing platform (OneDrive is assumed) as a tool to compile and share documents, plans, and communications for CONSULTANT Team and LCPA staff members.

CONSULTANT will maintain files for past and ongoing studies, assessments, plans, and permits to ensure continuity and to identify limiting factors or conditions that could affect elements of the Master Plan Update.

13.5A Monthly Project Team Check Ins: CONSULTANT will perform monthly consultant team member check ins by phone, email or virtual meeting for addressing project status, timeline adherence, and coordination of data, analysis, findings and deliverables. These check-in meetings are assumed to be brief, not to exceed 30 minutes.

13.5B Monthly LCPA Project Updates: CONSULTANT will report monthly to the LCPA Project Manager on project status, data, analysis, findings and deliverables to apprise LCPA Project Manager of project status and receive LCPA staff input and direction. Monthly updates will be in written format, and correspondence with LCPA staff will be by email, phone, or virtual meeting. Monthly status update correspondence is assumed to be brief, not to exceed 30 minutes.

III. SCHEDULE

	Timeframe
MILESTONE 1: Project Kick off & Forecast Updates	Month 1 – Month 4
MILESTONE 2: Facility Requirements & Alternatives	Month 4 – Month 14
MILESTONE 3: CIP, Financial Plan, ALP	Month 13 – Month 17
MILESTONE 4: Draft Master Plan Update	Month 13 – Month 17
Draft Master Plan at ASMC	Month 18 - 20
Final Master Plan Update at ASMC & BOPC	Month 21 -24

⁴ 2.5.1 Project Team

FAA encourages stakeholder involvement early in the planning process. Examples of key stakeholders include airlines, airport tenants, the consultant team, FAA (e.g., the Office of Airports and Air Traffic), other federal agencies such as the Transportation Security Administration (TSA), Department of Homeland Security (DHS), and Customs and Border Protection (CBP), other regulatory stakeholders, local government, local business groups, and community planning groups.

IV. COSTS

The fee for this task is a lump sum, including labor and expenses.

TOTAL LUMP SUM \$1,999,776.67

**LEE COUNTY PORT AUTHORITY
DBE and W/MBE Participation Form**

Task/project Name	RSW Master Plan Update (JEI) FY 2020-21
Task # (if available)	

1) Consultant/Contracting Firm: Johnson Engineering, Inc.

2) Scope of Service(s): Prepare an update to the RSW Airport Master Plan consistent with FAA Advisory Circular (AC) 150/5070-6B and per the FDOT's 2020-21 Guidebook for Airport Master Planning. This includes services related to Aviation Forecasting, Existing Facility Conditions, Demand Capacity and Facility Requirements, Conceptual Planning and Evaluation of Alternatives, Environmental Considerations, Financial Data and Implementation Plan/CIP, Airport Layout Plan/AGIS, and Public Involvement.

3) Identify subconsulting/subcontracting opportunity(s) under this task: This is a multi-disciplinary and multi-faceted project, with opportunities for subconsulting in all of the professional service areas related to forecasting, assessing, evaluating, and planning the Airport's existing and future facilities, as well as public involvement services.

4) LCPA DBE Manager Consultation Date: 7/30/19 and 1/20/21

5) Applicable Minority Certification(s): DBE W/MBE Both (Verify with DBE Manager)
(Only companies certified as DBE or W/MBE in the State of Florida can be applied toward the anticipated % goal.)

6) Anticipated Participation Goal: 13 %

7) List all efforts that were taken in order to include and/or increase DBE or W/MBE participation under this task. Attach all relevant supporting documentation.

1. A meeting with the LCPA DBE Manager was held at the preliminary scoping stage to review service areas and the list of firms qualified to provide services with knowledge of RSW.
2. Potential DBE firms were identified for involvement based on their expertise and knowledge of RSW.
3. Coordination with the DBEs resulted in inclusion of DBE firms in forecasting, public involvement, architecture and space planning, technology, MEP and Airports-GIS related services.
4. _____

Attach Additional Sheets as Necessary

Consultant's Authorized Representative

Lee County Port Authority DBE Manager

Laura DeJohn

Printed Name



Signature

1/29/21



Signature

None

Comments/concurrences

2/1/2021