Pledge of Allegiance

Public Comment on Consent and Administrative Agenda

Consent Agenda

Administrative Agenda
   Oral Presentations:
   • RFP 20-45MMW for Janitorial Services Southwest Florida International Airport
   Bid Protest Hearing:
   • RFB 20-53MMW RSW Passenger Boarding Bridge Replacement

Acting 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 July 21, 2020 Airports Special Management Committee (ASMC) meeting.
   **Term:**
   N/A
   **Funding Source:**
   N/A

2. Request Board approve a professional service agreement between PFM Financial Advisors, LLC and the Lee County Port Authority to provide professional financial advisory services.
   **Term:**
   3 years with 2 one year renewal options
   **Funding Source:**
   Net revenues from the normal operation of the airport

3. Request Board approve the write off of Accounts Receivable in accordance with Fiscal Policy Section 640 for Air Berlin in the amount of $111,431.30.
   **Term:**
   N/A
   **Funding Source:**
   Net revenues from the normal operation of the Southwest Florida International Airport.

4. Recommend Board approve a contract with Sourcewell to provide office supplies via their competitive agreement with Staples.
   **Term:**
   October 1, 2020 - June 6, 2024
   **Funding Source:**
   Net operating revenues from the normal operation of the Southwest Florida International Airport

5. Request Board approve an amendment to the “Lease of TSA Office Space at Southwest Florida International Airport’s Midfield Terminal” with the United States of America.
   **Term:**
   through September 30, 2021
   **Funding Source:**
   n/a

6. Request Board approve a “First Amendment to Fuel System Agreement for Southwest Florida International Airport” with RSW Fuel Company LLC.
   **Term:**
   October 1, 2011, to September 30, 2041
   **Funding Source:**
   n/a
CONSENT AGENDA – Continued

AVIATION – Gary Duncan

7. Request Board award RFB 20-31MLW Runway Rubber Removal for Southwest Florida International Airport to Danton Hydroblasting, LLC (Primary vendor) and to Waterblasting, LLC (Secondary vendor), the two lowest, most responsive and responsible bidders and authorize Chairman to execute service provider agreements.
   
   **Term:**
   Two-year term with two (2) optional two-year renewal terms.
   
   **Funding Source:**
   Account WJ5300041200.503490

8. Request Board award RFB 20-18MLW Airfield Isolation Transformers for the Lee County Port Authority to Integro, LLC, the lowest, responsive, and responsible bidder and authorize Chairman to execute service provider agreement.
   
   **Term:**
   Initial two-year term with one (1) optional two-year renewal.
   
   **Funding Source:**
   Account WJ5300041200.504635

9. Request Board award RFB 20-09LKD Mulch Delivery and Installation for Lee County Port Authority at Southwest Florida International Airport and Page Field to TCI Sod and Landscape, LLC and authorize Chairman to execute service provider agreement.
   
   **Term:**
   Three (3) years with two (2) one-year renewal options.
   
   **Funding Source:**
   Account WJ5300041200.503490

10. Request Board award RFB 20-39MLW Fire Alarm Testing & Inspections for Southwest Florida International Airport to Commercial Fire & Communications, the lowest, responsive, and responsible bidder and authorize Chairman to execute service provider agreement.

   **Term:**
   Initial two-year term with one (1) optional two-year renewal.
   
   **Funding Source:**
   Account WJ5200041200.503190

11. Request Board approve a Second Amendment and Extension to the Service Provider Agreement for Interior Plant Installation, Leasing, and Maintenance Services for the Lee County Port Authority, to Plant Partners, Inc., d/b/a Greenery Unlimited.

   **Term:**
   October 1, 2020 until December 31, 2020.
   
   **Funding Source:**
   Account WJ5422941200.503490.
CONSENT AGENDA – Continued

AVIATION – Gary Duncan

   **Term:**
   One year.
   **Funding Source:**
   N/A.

DEVELOPMENT – Mark Fisher

13. Accept a federal grant (Other Transaction Agreement No. 70T02020T9NNCP476) in the amount of $681,750 from the Transportation Security Administration National Explosives Detection Canine Team Program (NEDCTP) for funding certain operational expenses for the Port Authority’s Canine Teams.
   **Term:**
   Five Years effective July 1, 2020
   **Funding Source:**
   N/A

14. Request Board approve a federal grant (Airport Improvement Program Grant Agreement No. 3-12-0027-021-2020) from the Federal Aviation Administration in the amount of $404,626 for design services associated with the South Quadrant Hangars and Ramp project at Page Field (FMY).
   **Term:**
   N/A
   **Funding Source:**
   N/A

15. Request Board authorize a contract amendment with AECOM Technical Services, Inc. in the amount of $673,391 to perform design services associated with the Page Field (FMY) South Quadrant Hangars and Ramp project.
   **Term:**
   Five Years
   **Funding Source:**
   Federal Aviation Administration Grant 3-12-0027-021-2020; Florida Department of Transportation Grant 446314; net revenues from Page Field Account No. 20860941238.506510.20
CONSENT AGENDA – Continued

DEVELOPMENT – Mark Fisher

16. Request Board authorize a Contract Amendment with Owen-Ames-Kimball Company in the amount of $101,750 to provide Construction Manager/General Contractor (CM-GC) Preconstruction Services for the Page Field (FMY) South Quadrant Hangars and Ramp Project.

   **Term:**
   Five Years

   **Funding Source:**
   Florida Department of Transportation Grant 446314; net revenues from Page Field Account No. 20860941238.506510.20

17. Request Board authorize a Total Project Budget in the amount of $23,088,124 for all contracts to complete the RSW Airside Pavement Rehabilitation Project.

   **Term:**
   N/A

   **Funding Source:**
   Federal Aviation Administration Grant 3-12-0135-56-2020 (Pending Receipt) ; Florida Department of Transportation Grant 431367; Passenger Facilities Charges; RSW Construction Account 21859341234.506540

18. Request Board authorize execution of a contract amendment with Owen-Ames-Kimball Company in the amount of $2,382,138 to provide Construction Management and Construction Engineering Inspection Services associated with the Rehabilitation of Airside Pavement Project at RSW

   **Term:**
   Five Years

   **Funding Source:**
   Federal Aviation Administration Grant 3-12-0135-56-2020 PENDING RECEIPT; Florida Department of Transportation Grant 431367; Passenger Facilities Charges; RSW Construction Account 21859341234.506510.50

19. Request Board authorize a contract amendment with Kimley-Horn & Associates, Inc. in the amount of $725,731.50 to perform Construction Administration for the Rehabilitation of Airside Pavement Project at RSW.

   **Term:**
   Five Years

   **Funding Source:**
   Federal Aviation Administration Grant 3-12-0135-56-2020 PENDING RECEIPT; Florida Department of Transportation Grant 431367; Passenger Facilities Charges; RSW Construction Account 21859341234.506510.70
CONSENT AGENDA – Continued

DEVELOPMENT – Mark Fisher

20. Request Board authorize a Contract Amendment with Owen-Ames-Kimball Company in the amount of $3,092,062.03 to perform Construction Manager/General Contractor services associated with the Rehabilitation of Airside Pavement Project (Airfield Electrical Vault) at RSW

   **Term:**
   Five Years

   **Funding Source:**
   Florida Department of Transportation Grant 431367; Passenger Facilities Charges; RSW Construction Account 21859341234.506540.31

21. Request Board authorize a contract amendment with Kimley-Horn & Associates, Inc. in the amount of $138,145 to perform Construction Administration for the Rehabilitation of Airside Pavement Project (Airfield Electrical Vault) at RSW

   **Term:**
   Five Years

   **Funding Source:**
   Florida Department of Transportation Grant 431367; Passenger Facilities Charges; RSW Construction Account 21859341234.506510.71

22. Request Board 1) authorize execution of a contract between the Port Authority and Michael Baker International, Inc. by Chairman and 2) authorize a Contract Amendment in the amount of $159,490 for Construction Engineering & Inspection Services for the Rehabilitation of Airside Pavement Rehabilitation Project (Airfield Electrical Vault) at RSW

   **Term:**
   Five Years

   **Funding Source:**
   Florida Department of Transportation Grant 431367; Passenger Facilities Charges; RSW Construction Account 21859341234.506510.51

23. Request Board authorize a Contract Amendment with Aero Systems Engineering, Inc., in the amount of $334,274.44 to perform Construction Administration services associated with the Passenger Boarding Bridge Replacement Project at RSW.

   **Term:**
   Five Years

   **Funding Source:**
   Passenger Facility Charges, RSW Construction Account No. 20860841234.506510.70
CONSENT AGENDA – Continued

DEVELOPMENT – Mark Fisher

24. Request Board authorize a Contract Amendment with Manhattan Construction (Florida), Inc. in the amount of $4,076,000.01 to perform Construction Management and Construction Engineering Inspection services associated with the Passenger Boarding Bridge Replacement Project at RSW
   Term:
   Five Years
   Funding Source:
   Passenger Facility Charges, RSW Construction Account No. 20860841234.506510.50

PORT ATTORNEY – Greg Hagen

25. Request Board approve grant of non-exclusive underground utility easement to Peoples Gas System, a Division of Tampa Electric Company (“TECO”) to provide natural gas service to the Trader Joe’s East, Inc., leasehold at Page Field Commons.
   Term:
   N/A
   Funding Source:
   N/A

   Term:
   N/A
   Funding Source:
   N/A
ADMINISTRATIVE AGENDA

ADMINISTRATION – Brian McGonagle

27. Request Board approve a rental and concession relief program for tenants of the Lee County Port Authority at Southwest Florida International Airport (RSW) as defined below. The rental relief program will be equal to rents and concession fees paid to the Lee County Port Authority for the month of September 2020.

Term: N/A

Funding Source: Airport unrestricted funds

AVIATION – Gary Duncan

28. Request Board rank proposals submitted for RFP 20-45MMW for Janitorial Services Southwest Florida International Airport.

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

Funding Source: Account WJ5422941200.503410

DEVELOPMENT – Mark Fisher

29. Request ASMC act as the Bid Dispute Committee to conduct a Bid Protest Hearing and, subsequently, recommend to the Board the award of a contract resulting from RFB 20-53MMW (RSW Passenger Boarding Bridge Replacement Project) to the lowest responsible bidder, and approve a Total Project Budget in the amount of $34,892,158.

Term: 395 Calendar Days.

Funding Source: Passenger Facility Charges, RSW Construction Account No. 20860841234.506540.30.

ACTING EXECUTIVE DIRECTOR ITEMS

PORT ATTORNEY ITEMS

COMMENTS FROM THE CHAIR OF THE ASMC

ADJOURN
**BOARD OF PORT COMMISSIONERS**
**OF THE**
**LEE COUNTY PORT AUTHORITY**

<table>
<thead>
<tr>
<th>REQUESTED MOTION/PURPOSE:</th>
<th>CATEGORY: 1. Consent Agenda</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request Committee approve the minutes of the July 21, 2020 Airports Special Management Committee (ASMC) meeting.</td>
<td>5. CATEGORY: 1. Consent Agenda</td>
</tr>
<tr>
<td>FUNDING SOURCE:</td>
<td>ASMC MEETING DATE: 8/18/2020</td>
</tr>
<tr>
<td>N/A</td>
<td>6. ASMC MEETING DATE: 8/18/2020</td>
</tr>
<tr>
<td>TERM:</td>
<td>BoPC MEETING DATE: N/A</td>
</tr>
<tr>
<td>N/A</td>
<td>7. BoPC MEETING DATE: N/A</td>
</tr>
<tr>
<td>WHAT ACTION ACCOMPLISHES: Approves minutes for July 21, 2020 ASMC meeting pursuant to Florida Statute §286.011 and LCPA Policy.</td>
<td></td>
</tr>
<tr>
<td>8. AGENDA:</td>
<td>9. REQUESTOR OF INFORMATION: (ALL REQUESTS) NAME Brian McGonagle</td>
</tr>
<tr>
<td>_____ CEREMONIAL/PUBLIC PRESENTATION</td>
<td>DIV. Administration</td>
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<tr>
<td>X CONSENT</td>
<td></td>
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<tr>
<td>_____ ADMINISTRATIVE</td>
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<tr>
<td>10. BACKGROUND:</td>
<td></td>
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<tr>
<td>Attachment: ASMC Meeting Minutes-7/21/2020 - Draft</td>
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</tr>
</tbody>
</table>

11. RECOMMENDED APPROVAL

<table>
<thead>
<tr>
<th>DEPUTY EXEC DIRECTOR</th>
<th>COMMUNICATIONS AND MARKETING</th>
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<td>Benjamin R. Siegel</td>
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<td>N/A</td>
<td>Brian W. McGonagle</td>
<td>Gregory S. Hagen</td>
<td>Benjamin R. Siegel</td>
</tr>
</tbody>
</table>

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

- APPROVED
- APPROVED as AMENDED
- DENIED
- OTHER

13. PORT AUTHORITY ACTION:

- APPROVED
- APPROVED as AMENDED
- DENIED
- DEFERRED to
- OTHER
A meeting of the Airports Special Management Committee (ASMC) was held this date, July 21, 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 - Absent
Randy Krise
Fran Myers - Absent
Scott Cameron
Dana Carr

Committee members John Goodrich and Fran Myers were absent for the entire meeting.

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


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

The following are Consent Agenda items pulled for discussion:

| Member                      | Action
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<tr>
<td>Robbie Roepstorff (Chair)</td>
<td>None</td>
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<td>Noel Andress (Vice Chair)</td>
<td>None</td>
</tr>
<tr>
<td>Randy Krise</td>
<td>None</td>
</tr>
<tr>
<td>Scott Cameron</td>
<td>None</td>
</tr>
<tr>
<td>Dana Carr</td>
<td>None</td>
</tr>
</tbody>
</table>
CONSENT AGENDA - A motion to approve the balance of the Consent agenda was made by Noel Andress, seconded by Randy Krise; called and carried with John Goodrich and Fran Myers absent (5-0).

CONSENT AGENDA ITEMS

ADMINISTRATION

1. Request Committee approve the minutes of the June 16, 2020 Airports Special Management Committee (ASMC) meeting.
   
   Term: 
   N/A
   
   Funding Source: 
   N/A

2. Request Board approve a “First 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

3. Request Board consent to assignment of “Lease of Terminal Space at Southwest Florida International Airport” from Arthrex, Inc., to Creekside Hospitality LLC.
   
   Term: 
   commenced June 1, 2019; month-to-month
   
   Funding Source: 
   n/a
ADMINISTRATIVE AGENDA ITEMS

AVIATION

4. Request Board rank proposals submitted for RFP 20-45MMW for Janitorial Services Southwest Florida International Airport.
   
   **Term:**
   5 yrs. with two (2) two-year renewal options.

   **Funding Source:**
   N/A.

Division Director of Aviation Gary Duncan introduced the item and gave a brief summary to update the Committee. He stated that staff recommends the ASMC rank firms in accordance with staff’s review and scoring of the ten proposals and authorize staff to begin contract negotiations with the top ranked firm. However, if the ASMC members would like to hear oral presentations prior to their ranking, staff recommends these be held with the top four submitting firms, with the presentations held at a future ASMC meeting. The Committee chose to hear oral presentations and conducted a random drawing and announced the order in which oral presentations would be heard. The order is as follows:

1. SUNSHINE CLEANING SYSTEMS
2. SERVICE MANAGEMENT SYSTEMS
3. FLAGSHIP AVIATION SERVICES
4. SP+ CORPORATION & DIVERSE FACILITY SOLUTIONS JOINT VENTURE

With no further discussion, a motion to approve the item was made by Randy Krise, seconded by Noel Andress, called and carried with John Goodrich and Fran Myers absent (5-0).

DEVELOPMENT

5. Request ASMC hold a Bid Protest Hearing/Administrative Reconsideration and, subsequently, recommend to the Board the award of a contract resulting from RFB20-34MMW to the lowest responsive bidder.

   **Term:**
   490 Calendar Days

   **Funding Source:**
   FAA grants and Passenger Facility Charge revenues

Purchasing Manager Melissa Wendel introduced the item and explained the steps and expectations in the Bid Protest Hearing/Administrative Reconsideration process and stated that the two firms would be presenting their respective positions and allotted each firm a seven-minute time frame to present. Ms. Wendel then introduced Deputy Executive Director of Development Mark Fisher who updated the Committee on the item by giving a detailed summary and presentation of the project-specific requirements, including the 49 Code of Federal Regulations (CFR) Part 26 – Participation by Disadvantaged Business Enterprises (DBEs) and the good faith efforts that are applicable to this
procurement. He further explained, as a result of the Bid Protest Hearing/Administrative Reconsideration deliberations by staff, the options available to the ASMC as follows:

1. The Preferred Materials Bid is deemed nonresponsive and recommend Board award contract to Ajax Paving as the lowest, responsive bidder
2. The Preferred Materials bid is deemed responsive and recommend Board award contract to Preferred Materials as the lowest, responsive bidder
3. Any other action as deemed appropriate by the ASMC

During the presentation, Mr. Fisher responded to various questions and comments from the ASMC members to the satisfaction of all Committee members, then turned the podium back to Melissa Wendel, who introduced the presenters.

PRESENTATION ORDER:

1. PREFERRED MATERIALS - Protesting Firm
2. AJAX PAVING - Rebuttal Firm

PREFERRED MATERIALS: JERRY FLETCHER; AREA MANAGER; SARA BROOKS, ASSISTANT GENERAL COUNSEL, CRH AMERICAS, INC.

PRESENTATION

QUESTION AND ANSWER PERIOD

AJAX PAVING: ANDRE DE CRAENE, VICE PRESIDENT OF OPERATIONS SOUTH REGION; MATT DESOTELL, AREA MANAGER FORT MYERS

PRESENTATION

QUESTION AND ANSWER PERIOD

After the firm presentations, Mr. Fisher responded to several additional questions by Committee members before introducing DBE Manager Julio Rodriguez, who responded to inquiries by the Committee members and explained in greater detail the lengthy process of reviewing the federal requirements and certifying DBE contractors for their roles as subcontractors on Port Authority projects. After a brief discussion, the ASMC members decided to exercise option one from the list of options presented by staff: Preferred Materials Bid is deemed nonresponsive and recommends the Board award the contract to Ajax Paving as the lowest, responsive bidder.

With no further discussion, a motion to approve the item was made by Noel Andress, seconded by Scott Cameron, called and carried with John Goodrich and Fran Myers absent (5-0).

ACTING EXECUTIVE DIRECTOR ITEMS
Items of interest are contained in the Acting Executive Director Remarks dated July 21, 2020 (copy on file, electronically, in the Communications & Marketing Department at the Lee County Port Authority).

PORT ATTORNEY ITEMS
No items offered by Senior Assistant Port Authority Attorney Gregory S. Hagen.
AIRPORTS SPECIAL MANAGEMENT COMMITTEE ITEMS
Noel Andress thanked staff for the measures they took to keep the meeting attendees safe during the Covid-19 pandemic.

Randy Krise thanked Robbie Roepstorff for the excellent presentation she gave at the June 25, 2020 Joint Board meeting.

ADJOURN
The Chair adjourned the meeting at 2:34 p.m.
1. **REQUESTED MOTION/PURPOSE:** Request Board approve a professional service agreement between PFM Financial Advisors, LLC and the Lee County Port Authority to provide professional financial advisory services.

2. **FUNDING SOURCE:** Net revenues from the normal operation of the airport.

3. **TERM:** 3 years with 2 one year renewal options.

4. **WHAT ACTION ACCOMPLISHES:** Approves a professional service agreement with PFM Financial Advisors, LLC.

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

6. **ASMC MEETING DATE:** 8/18/2020

7. **BoPC MEETING DATE:** 9/3/2020

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

9. **REQUESTOR OF INFORMATION:**
   - (ALL REQUESTS)
   - NAME: Brian McGonagle
   - DIV: Administration

10. **BACKGROUND:**
    On November 17, 2019, after a competitive selection process, the Board designated PFM Financial Advisors as the top ranked firm to provide professional financial advisory services and authorized staff to proceed with contract negotiations. Based on the Board’s direction, staff has negotiated a professional service agreement with PFM. Please see attached contract summary for details.

11. **RECOMMENDED APPROVAL**

<table>
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12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**
   - APPROVED
   - APPROVED as AMENDED
   - DENIED
   - OTHER

13. **PORT AUTHORITY ACTION:**
   - APPROVED
   - APPROVED as AMENDED
   - DENIED
   - DEFERRED to
   - OTHER
Contract Summary

Type of Agreement: Professional Services Agreement to provide Financial Advisory Services.

Company: PFM Financial Advisors, LLC
300 South Orange Avenue, Ste. 1170
Orlando, Florida 32801

Scope of Services:

The financial advisory services required shall consist of, but are not limited to the following:

- Assist the Port Authority in reviewing existing debt structure and financial resources to determine available borrowing capacity and possible refinancing opportunities.
- Assist Port Authority in bond issues and provide specific recommendations for the amount of bonds to be issued, the timing of the bond sale and all other bond sale requirements.
- Assist the Port Authority in preparing Letters of Qualifications and the selection of underwriter services.
- Assist the Port Authority with the preparation of cash flow forecasts for proposed issues addressing debt service requirements and sources of funding.
- Provide assistance to the Port Authority in the composition of the Preliminary and Final Official Statements to make the most favorable full and accurate disclosure to the rating agencies and underwriters.
- In the area of short term financing, provide the Port Authority with advice, guidance, and assistance in bond anticipation notes, bank loan, commercial paper and interest rate swap programs, upon request.
- The Financial Advisor shall be available to the Port Authority to discuss and make recommendations on such other financial matters as requested and also available for formal presentations to the Board as necessary.
- Provide reports on municipal market conditions in Florida and nationwide.
- Other financial advisory services as requested.

Compensation – It is proposed that PFM be compensated based on one of the following three options:

1. Hourly Fee

<table>
<thead>
<tr>
<th>POSITION</th>
<th>10/01/20 - 9/30/23</th>
</tr>
</thead>
<tbody>
<tr>
<td>Managing Director</td>
<td>$315</td>
</tr>
<tr>
<td>Director</td>
<td>$255</td>
</tr>
<tr>
<td>Senior Managing Consultant</td>
<td>$215</td>
</tr>
<tr>
<td>Analyst</td>
<td>$149</td>
</tr>
</tbody>
</table>
2. Fixed Fees
Projects will be compensated on the basis of an agreed upon fixed fee.

3. Per Bond Fees:
Advice and coordination regarding bond issues will be compensated at the rate of $1.00 per $1,000 of debt issued with a minimum fee of $45,000.

Maximum fee not to exceed $250,000 on any one bond issuance.

Term: Three (3) years from date of execution with option to extend for up to two (2) one year extensions.

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

FINANCIAL ADVISORY SERVICES FOR THE
LEE COUNTY PORT AUTHORITY

RFP 19-26TB

THIS AGREEMENT is entered this _____ day of ____________, 2020, between
the LEE COUNTY PORT AUTHORITY, a political subdivision of the State of Florida
("Authority") at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and
PFM FINANCIAL ADVISORS, LLC, a Delaware corporation, authorized to do business in
the State of Florida, having a business address of 300 South Orange Avenue, Ste. 1170,
Orlando, FL 32801, FEI No. 81-1642787 ("Consultant").

W I T N E S S E T H:

WHEREAS, Authority desires to obtain the professional financial advisory services
of Consultant for the purpose of developing the Southwest Florida International Airport and
Page Field Airport in Fort Myers, Florida; and

WHEREAS, Consultant represents that it has expertise in the type of professional
services requested; and

WHEREAS, Authority has reviewed Consultant’s qualifications to perform the
professional services described below and has selected Consultant to provide those
services.
NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

**ARTICLE 1 - RECITALS**

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

**ARTICLE 2 - SCOPE OF SERVICES**

2.1. Consultant shall provide the professional financial advisor services described in Schedule “A”, Scope of Services, attached to this Agreement and incorporated herein as requested by Authority from time to time during the term of this Agreement. Those services will include serving as Authority’s professional financial advisor relating to the issuance analysis, timing and sale of bonds and other capital improvement funding mechanisms and other financial matters as requested.

2.2 Upon request of Authority, Consultant or an affiliate of Consultant may agree to provide additional services by a separate agreement between the Authority and Consultant or its respective affiliate.

2.3. Consultant has represented to Authority that it has special expertise in the type of professional financial advisory services that will be required by the Scope of Services. Consultant agrees that all services provided by Consultant under this Agreement shall be subject to Authority’s review and approval and shall be performed according to the normal and customary standards of professional practice for firms with special expertise in the type of financial advisor services required by this Agreement, and in compliance with all laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over those services. If
Consultant becomes aware of any conflicts in these requirements, Consultant shall notify Authority of such conflict and utilize its best professional judgment to resolve the conflict.

**ARTICLE 3 - TERM OF AGREEMENT**

The term of this Agreement shall be a total period of three (3) years from the date of execution, with two (2) optional one-year extensions to be exercised at the sole discretion of the Authority and under such terms and conditions as the Authority may dictate and the Consultant may accept.

**ARTICLE 4 - CONSULTANT'S RESPONSIBILITIES**

Consultant shall:

4.1. Obtain and maintain throughout the term of this Agreement all licenses required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, all licenses required by any governmental agency responsible for regulating and licensing the professional services provided by Consultant under this Agreement.

4.2. Agree that when services provided under this Agreement relate to a professional service which, under Florida Statutes, require a license, certificate of authorization or other form of legal entitlement to practice such service, Consultant shall employ and/or retain only qualified personnel to provide that service.

4.3. Employ and designate a qualified, licensed professional to serve as Consultant’s project manager (“Project Manager”). Consultant shall designate its Project Manager in writing within five (5) calendar days after receiving an executed original of this Agreement. Consultant's Project Manager designation shall be executed by the proper officers of Consultant, and shall acknowledge that the Project Manager shall have full authority to bind and obligate Consultant on all matters arising out of or relating to this
Agreement. The Project Manager shall be specifically authorized and responsible to act on behalf of Consultant with respect to directing, coordinating and administering all aspects of the services provided under this Agreement. Consultant agrees that the Project Manager shall devote whatever time is required to satisfactorily manage all services provided by Consultant under this Agreement. The person selected as Consultant's Project Manager shall be subject to acceptance of Authority. Consultant further agrees not to change its designated Project Manager without prior written notice to Authority. If Consultant's selected Project Manager is not acceptable to Authority, Authority may elect to terminate this Agreement as provided below.

4.4. Agree to promptly remove and replace the Project Manager, or any other personnel employed or retained by Consultant, or any subconsultant or subcontractor, or any personnel of any such subconsultant or subcontractor engaged by Consultant to provide services under this Agreement, within fourteen (14) calendar days of receipt of a written request from Authority. Authority may make such requests with or without cause.

ARTICLE 5 - ADDITIONAL SERVICES OF CONSULTANT

If authorized by Authority in writing, Consultant will furnish, or obtain from others, Additional Services of the types listed below. Consultant will be compensated for these services as set out in Article 8 and Schedule B. Additional Services refer to professional services that are not specifically set out in the Scope of Services and may include, but are not limited to:

5.1. Services during out-of-town travel required of Consultant and as directed by Authority, other than visits to Authority's offices.
5.2. Subject to Consultant’s review and approval, testifying in litigation, as requested by Authority (except for assistance in any litigation or other legal or administrative proceeding, involving any assignment that is included as part of the Basic Services to be provided herein). Further, Authority will pay Consultant for expenses related to Consultant testifying in litigation on behalf of the Authority.

5.3. Additional services rendered by Consultant in connection with any assignment, not otherwise provided for in this Agreement or not customarily furnished in accordance with generally accepted financial advisory service practice.

For the sake of clarity, any separate agreement between Authority and an affiliate of Consultant shall not be deemed an amendment or modification of this Agreement. Any Additional Services may only be authorized by a written amendment to this Agreement, signed by both parties, prior to the commencement of any additional services. Any additional services agreed to in writing by the parties shall constitute a continuation of the professional services requested under this Agreement and shall be provided and performed in accord with the terms of this Agreement and any Amendment to this Agreement.

ARTICLE 6 - AUTHORITY’S RESPONSIBILITIES

Authority shall:

6.1. Designate in writing a project coordinator to act as Authority’s representative with respect to the services rendered under this Agreement (“Project Coordinator”). The Project Coordinator shall have authority to transmit instructions, receive information, and interpret and define Authority’s policies and decisions with respect to Consultant’s services under this Agreement. The Project Coordinator shall review and make appropriate recommendations on all requests submitted by Consultant for payment for services.
6.2. The Project Coordinator is not authorized to, and shall not, issue any verbal orders or instructions to Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) scope of services provided and performed by Consultant hereunder; (2) the time Consultant is obligated to commence and complete all such services; or (3) the compensation Authority is obligated or committed to pay Consultant.

6.3. Provide all criteria and information requested by Consultant as to Authority’s requirements for any project or task and any budgetary limitations.

6.4. Upon request from Consultant, make available to Consultant all available information in Authority’s possession pertinent to any services requested.

6.5. Notify Consultant of any defects or deficiencies in services rendered by Consultant.

ARTICLE 7 - COMMENCING AND CONTINUING WORK

7.1. Consultant shall commence work under this Agreement upon execution of this Agreement and on receipt of Authority’s written Notice to Proceed for all or any designated portion (“Task”) of work assigned under this Agreement. Consultant shall use its best efforts to perform and complete services in accord with the Task Authorization assigned by Authority. Each Task Authorization shall include a delivery date and a not-to-exceed dollar amount for the designated Task.

7.2. Should Consultant be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Consultant, and not due to its own fault or neglect, including but not limited to: Acts of God or of public enemies, acts of government or of Authority, fires, floods, epidemics, quarantine
regulations, strikes or lock-outs, then Consultant shall notify Authority in writing within seventy-two (72) hours after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Consultant may have had to request a time extension.

7.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Consultant’s services from any cause whatsoever, including those for which Authority may be responsible in whole or in part, shall relieve Consultant of its duty to perform services or give rise to any right to damages or additional compensation from Authority. Consultant’s sole remedy against Authority will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of Consultant, the services under this Agreement have not been completed within twenty-four (24) months of the date a Notice to Proceed was issued, Consultant’s compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by Consultant after expiration of said twenty-four (24) month period.

7.4. If Consultant fails to commence, provide, perform or complete any of the services to be provided hereunder in a timely and diligent manner, in addition to any other rights or remedies available to Authority hereunder, Authority at its sole discretion and option may withhold any and all payments due and owing to Consultant until such time as Consultant resumes performance of its obligations in such a manner so as to establish to Authority’s satisfaction that Consultant’s performance is or will shortly be back on schedule.
ARTICLE 8 - COMPENSATION AND METHOD OF PAYMENT

8.1. Authority will pay Consultant for all authorized services provided by Consultant under this Agreement as prescribed in Schedule “B”, Basis of Compensation, which is attached hereto and incorporated by reference, and as set forth in the individual Task Authorizations executed by the parties. Consultant will be compensated on either a lump-sum basis on completion of a particular Task or over the course of Consultants' services for Work in Progress, based on a monthly statement of services, as follows:

(1) **Lump Sum** - Upon Authority's acceptance of Consultants' work, Authority will pay Consultant a lump sum as specified in the Task Authorization.

Lump Sum Fees are understood and agreed to include all direct and indirect labor costs, personnel related costs, overhead and administrative costs, costs of sub-consultant(s) and/or subcontractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Consultant as may be required and/or necessary to complete each and every task set forth in the Scope of Professional Services, or as may be set in a subsequent Task Authorization.

(2) **Monthly Statements** - Consultant may submit an invoice statement to Authority's Finance Department on each calendar month covering services rendered and completed during the preceding calendar month. Consultant’s invoice(s) statement shall be itemized to correspond to the basis of compensation as set forth in the Task Authorization, expressed as a percentage of the total work to be performed under that Task Authorization. Each invoice shall be accompanied by a monthly progress report specifying the activities of the previous month.
(3) **Not-To-Exceed Fee(s)** - When all, or any portion, of the Consultant's compensation to perform the services required by the Tasks set forth in the Scope of Services or Task Authorization, is to be made on a NOT-TO-EXCEED (N.T.E.) amount basis, it is mutually understood and agreed that such compensation for each Completed Task shall be made on the following basis:

   a. For the actual hours necessary, required and expended by the Consultant's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in Schedule "B" to this Agreement; and

   b. For the actual necessary, required and expended non-personnel reimbursable expenses and costs, multiplied by the applicable Basis of Charges for each item as set forth in Schedule "B-1" attached and incorporated by reference; and

   c. With the understanding and agreement that the Authority shall pay the Consultant for all such costs and expenses within the established Not-to-Exceed amount for each Task subject to the Consultant presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto to show evidence satisfactory to the Authority covering all such costs and expenses; and

   d. With the understanding and agreement that the Consultant's invoices and all payments to be made for all Not-to-Exceed amounts shall be subject to the review, acceptance and approval of the Authority; and

   e. With the understanding and agreement that when the Consultant's compensation is established on a Not-to-Exceed basis for a specific Task(s) the total amount of compensation to be paid the Consultant to cover all personnel costs, non-personnel reimbursable expenses and costs, and Sub-Consultant and Sub-Contractor
costs for any such specific Task(s) shall not exceed the amount of the total Not-to-Exceed compensation established and agreed to for each specific Task(s).

8.2 Method of Payment - Failure by Consultant to follow the instructions set out above shall result in an unavoidable delay in payment by Authority.

Authority will further compensate Consultant for all non-personnel reimbursable expenses and costs in accord with Schedule “B-1”, attached hereto and incorporated by reference.

Authority shall issue payment to Consultant within forty-five (45) calendar days after receipt of an invoice in an acceptable form and containing the requested breakdown and detailed description and documentation. Should Authority object or take exception to the amount of any Consultant’s invoice, Authority shall notify Consultant in writing of such objection or exception within such forty-five (45) day period. If such objection or exception remains unresolved at the end of the forty-five (45) day period, Authority shall withhold the disputed amount and make payment to Consultant of all amounts not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

ARTICLE 9 - OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all records, documents, evaluations, reports and other technical data, other than working papers, prepared or developed by Consultant under this Agreement shall be delivered to and become the property of Authority. Consultant may retain copies thereof for files and internal use.
ARTICLE 10 - MAINTENANCE OF RECORDS

Consultant will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by Consultant for a minimum of five (5) years from the date of expiration or termination of this Agreement or the date all work under this Agreement is complete, whichever is later. Authority, the FAA, the Comptroller General of the United States or any duly authorized agent or representative of any of them shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the period of five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours.

ARTICLE 11 - INDEMNIFICATION

Consultant shall indemnify, hold harmless and defend Authority and Lee County, Florida, and their respective boards of commissioners, agents and employees, and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, losses, demands, expenses or actions, either at law or in equity, including but not limited to court costs and reasonable attorneys' fees, arising out of or resulting from the performance of Consultant’s services hereunder and made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, or intentionally wrongful act or omission, or based on any action of fraud or defalcation by the Consultant, or anyone performing any act required of the Consultant in connection with performance of this Agreement.
Consultant shall indemnify and hold harmless, and defend Lee County, Authority and their respective Board of Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, claims, demands, or actions at law or in equity, including court costs and attorneys’ fees that may hereafter at any time be made or be brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by the Consultant during or after completion of the work. These obligations shall survive acceptance of any goods, services, and/or performance and payment therefore by Authority.

**ARTICLE 12 - INSURANCE**

During the term of this Agreement, Consultant shall provide, pay for, and maintain, with companies satisfactory to Authority, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida. Promptly after execution of this Agreement by both parties, the Consultant must obtain insurance coverages and limits required as set out below and evidenced by properly executed Certificates of Insurance on forms which are acceptable to Authority’s Risk Manager. The Certificates must be personally, manually signed by the Authorized Representatives of the insurance company/companies shown on the Certificates with proof that he or she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to Authority, on a timely basis, if required by Authority. The Authority reserves the right to reject insurance written by an insurer it deems unacceptable because of poor financial condition or other operational
deficiency. These Certificates and policies shall contain a provision or endorsement
requiring that advance written notice by registered or certified mail shall be given to
Authority of any cancellation, intent not to renew, material change or alteration, or reduction
in the policies' coverages, except in the application of the Aggregate Limits Provisions. In
the event of a reduction in the Aggregate Limit of any policy, Consultant shall immediately
take steps to have the Aggregate Limit reinstated to the full extent permitted under such
policy. All of Consultant’s insurance coverages shall be primary and non-contributory to
any insurance or self-insurance program carried by Authority applicable to work under the
Agreement and shall include a waiver of subrogation in favor of the Authority.

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

No work shall commence on any Task assigned under this Agreement unless and
until the required Certificates of Insurance are received by Authority.

12.1. INSURANCE REQUIRED

Before starting and until acceptance of any work by Authority, Consultant shall
procure and maintain insurance of the types and to the limits specified in paragraphs 12.2.1
through 12.2.2, inclusive below. All liability insurance policies obtained by Consultant to
meet the requirements of this Agreement, other than Worker’s Compensation and
Employer’s Liability and Professional Liability policies, shall name Authority as an additional
insured as to the operations of Consultant under this Agreement and shall contain the
severability of interests provisions.
12.2. COVERAGES

The amounts and types of insurance described below are the minimum requirements and are not intended to limit the Authority’s access to additional coverage if more coverage is available. All amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) forms and endorsements or broader where applicable:

12.2.1. Professional Liability Insurance shall be maintained by Consultant insuring its legal liability arising out of the performance of professional services under this Agreement. Such insurance shall have limits of not less than $3,000,000.00 each claim and aggregate. Consultant must continue this coverage for a period of not less than five (5) years after completion of its services to Authority. Consultant shall promptly submit a Certificate of Insurance providing for an unqualified written notice to Authority of any cancellation of coverage or reduction in limits, other than the application of the Aggregate Limits provision.

If the professional liability insurance is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

12.2.2. Worker’s Compensation and Employers Liability Insurance shall be maintained by Consultant during the term of this Agreement for all employees engaged in the work under this Agreement, in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than:
Employer’s Liability $1,000,000 per Employee (Disease)
Policy Limits $1,000,000
Worker’s Compensation Florida Statutory Requirements

12.2.3. **Certificates of Insurance** Consultant must use Authority’s preferred Certificate of Insurance, attached as Schedule “C”, or similar form acceptable to Authority’s Risk Manager to verify coverages. The Certificate of Insurance included herein must be completed on a "sample only" basis by Consultant’s insurance representatives and must be submitted for Authority’s review as to acceptability. If any insurance provided under this Agreement expires prior to the completion of the work, renewal Certificates of Insurance on an acceptable form and certified, true copies of the renewal policies, if requested by Authority, shall be furnished them thirty (30) days prior to the date of expiration.

12.2.4. Should at any time Consultant not maintain the insurance coverages required in this Agreement, Authority may cancel the Agreement or at its sole discretion is authorized to purchase such coverages and charge Consultant for such coverages purchased. Authority shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Authority to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.

**ARTICLE 13 - SERVICES BY CONSULTANT’S OWN STAFF**

Services to be performed hereunder shall be performed by Consultant’s own staff, unless otherwise authorized in writing by Authority. The employment of, contract with, or use of the services of any other person or firm by Consultant, as independent contractor or otherwise, shall be subject to the prior written approval of Authority. No provision of this Agreement shall, however, be construed as constituting an agreement between Authority
and any such other person or firm. Nor shall anything contained herein be deemed to give any such party or any third party any claim or right of action against Authority beyond such as may otherwise exist without regard to this Agreement.

**ARTICLE 14 - TERMINATION OR SUSPENSION**

14.1. Consultant shall be considered in material default of this Agreement and such default will be considered cause for Authority to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice to Proceed or any Task Authorization, or (b) failure to properly and timely perform the services as directed by Authority as provided for in the Agreement, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. Authority may so terminate this Agreement, in whole or in part, by giving Consultant seven (7) calendar days written notice.

14.2. If, after notice of termination of this Agreement, it is determined for any reason that Consultant was not in default, or that its default was excusable, or that Authority was not entitled to the remedies against Consultant provided herein, then Consultant’s remedies against Authority shall be the same as and limited to those afforded Consultant under paragraph 14.3. below.

14.3. Authority shall have the right to terminate this Agreement, in whole or in part, without cause upon thirty (30) calendar days written notice to Consultant. In the event of such termination for convenience, Consultant’s recovery against Authority shall be limited...
to that portion of the fee earned through the date of termination, and any costs reasonably incurred by Consultant that are directly attributable to the termination, but Consultant shall not be entitled to any other or further recovery against Authority, including, but not limited to, anticipated fees or profits on work not required to be performed.

14.4. Upon termination, Consultant shall deliver to Authority all original papers, records, documents, and other material set forth and described in this Agreement.

14.5. Authority shall have the power to suspend all or any portions of the services to be provided by Consultant hereunder upon giving Consultant two (2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, Consultant’s sole and exclusive remedy shall be an extension of time to its schedule.

**ARTICLE 15 - TERMINATION UNDER SECTION 287.135 F.S.**

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

**ARTICLE 16 - SECURING AGREEMENT**

Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that Consultant has not paid or agreed to pay any person, company,
corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

Consultant shall sign the Truth-In-Negotiation Certificate attached hereto and made a part hereof as Schedule “D”. The original Agreement price and any additions thereto shall be adjusted to exclude any sums by which Authority determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

**ARTICLE 17 - CONFLICT OF INTEREST**

Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Consultant further agrees that no person having any such interest shall be employed or engaged by Consultant for said performance.

If Consultant, for itself and on behalf of its subconsultants, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by Consultant or such subconsultant under this Agreement, then it will promptly bring such potential conflict of interest to Authority's attention, in writing. Authority will advise Consultant, in writing, within ten (10) calendar days as to the period of time required by Authority to determine if such a conflict of interest exists. If Authority determines that there is a conflict of interest, Consultant or such subconsultant shall decline the representation upon written notice by Authority.

If Authority determines that there is no such conflict of interest, then Authority shall give its written consent to such representation. If Consultant or subconsultant accepts such
a representation without obtaining Authority’s prior written consent, and if Authority subsequently determines that there is a conflict of interest between such representation and the work being performed by Consultant or such subconsultant under this Agreement, then Consultant or such subconsultant agrees to promptly terminate such representation. Consultant shall require each of such subconsultants to comply with the provisions of this Article.

Should Consultant fail to advise or notify Authority as provided hereinabove of representation which could, or does, result in a conflict of interest, or should Consultant fail to discontinue such representation, Authority may consider such failure as justifiable cause to terminate this Agreement.

**ARTICLE 18 - REGISTERED MUNICIPAL ADVISOR; REQUIRED DISCLOSURES**

Consultant is a registered municipal advisor with the Securities and Exchange Commission (the"SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. If the Authority has designated Consultant as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”), then services provided pursuant to such designation shall be the services described in Exhibit A hereto, subject to any limitations provided herein. Consultant shall not be responsible for, or have any liability in connection with, verifying that Consultant is independent from any other party seeking to rely on the IRMA exemption (as such independent status is required pursuant to the IRMA exemption, as interpreted from time to time by the (SEC). The Authority acknowledges and agrees that any reference to Consultant, its personnel and its role as IRMA, including in the written representation of the Authority required under SEC Rule
15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by Consultant. The Authority further agrees not to represent that Consultant is the Authority’s IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, outside of the scope of services without Consultant’s prior written consent.

MSRB Rules require that municipal advisors make written disclosures to their clients of all material conflicts of interest, certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in Consultant’s Disclosure Statement delivered to the Authority together with this Agreement.

**ARTICLE 19 - INFORMATION TO BE FURNISHED TO CONSULTANT**

All information, data, reports, and records in the possession of the Authority or any third party necessary for carrying out any services to be performed under this Agreement (“Data”) shall be furnished to Consultant and the Authority shall, and shall cause its agent(s) to, cooperate with Consultant in its conduct of reasonable due diligence in performing the services, including with respect to the facts that are necessary in its recommendation(s) to the Authority in connection with a municipal securities transaction or municipal financial product and/or relevant to the Authority’s determination whether to proceed with a course of action. To the extent the Authority requests that Consultant provide advice with regard to any recommendation made by a third party, the Authority will provide to Consultant written direction to do so as well as any Data it has received from such third party relating to its recommendation. The Authority acknowledges and agrees that while Consultant is relying on the Data in connection with its provision of the services under this Agreement, Consultant makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.
ARTICLE 20 - NOTICES AND ADDRESS OF RECORD

20.1. All notices required or made under this Agreement to be given by Consultant to Authority shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, addressed to the following address of record:

Lee County Board of Port Commissioners
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida  33913
ATTENTION: Brian McGonagle, Division Director of Administration

20.2. All notices required or made under this Agreement to be given by Authority to Consultant shall be made in writing and shall be delivered by hand or by the United States Postal Service Department, first class mail service, postage prepaid, addressed to the following address of record:

PFM Financial Advisors, LLC
300 South Orange Avenue, Ste. 1170
Orlando, FL 32801
ATTENTION: William Case, Managing Director

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

ARTICLE 21 - MISCELLANEOUS

21.1. Consultant, in representing Authority, shall promote the best interest of Authority and assume towards Authority a fiduciary relationship of the highest trust, confidence, and fair dealing.

21.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.
21.3. This Agreement is not assignable, in whole or in part, by Consultant without
the prior written consent of Authority.

21.4. Waiver by either party or a breach of any provision of this Agreement shall
not be deemed to be a waiver of any other breach and shall not be construed to be a
modification of the terms of this Agreement.

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

21.6. This Agreement, including any Addenda and referenced Schedules and
Attachments hereto, constitutes the entire agreement between the parties hereto and shall
supersede, replace and nullify any and all prior agreements or understandings, written or
oral, relating to the matter set forth herein, and any such prior agreements or understanding
shall have no force or effect whatever on this Agreement.

ARTICLE 22 - NOTICE REGARDING PUBLIC ENTITY CRIMES

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

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

A. Contracting to provide goods or services to a public entity.

B. Submitting a bid on a contract for construction or repair of a public
building or public work.
C. Submitting bids on leases of real property to a public entity.

D. Being awarded or perform work as a contractor, supplier, subcontractor, or Consultant under a contract with any public entity in excess of $25,000.00.

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

**ARTICLE 23 - APPLICABLE LAW**

Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules, and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement shall be brought either in the Florida state courts in Lee County, Florida, or in the United States Federal District Court for the Middle District of Florida, Fort Myers Division. The prevailing party in any such suit or action shall be entitled to recover from the other party their reasonable attorneys' fees and court costs.

**ARTICLE 24 - PROHIBITED INTERESTS**

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

**ARTICLE 25 - LOBBYING CERTIFICATION**

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

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

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

**ARTICLE 26 - E-VERIFY**

Prior to January 1, 2021, Consultant agrees that it will register and use the U.S. Department of Homeland Security’s E-Verify Program for Employment Verification in accordance with the terms governing use of the Program. The Consultant further agrees to provide the Authority with proof of such registration within thirty (30) days of the date of this Agreement.

If this Agreement is entered on or after January 21, 2021, Consultant certifies by signing below that it is registered with and using the E-Verify Program and is eligible to enter this Agreement.
Once registered, Consultant agrees to use the E-Verify Program to confirm the employment eligibility of:

26.1. All persons employed by Consultant during the term of this Agreement

26.2. All persons, including subconsultants and subcontractors, assigned by the Consultant to perform work or provide services under the Agreement.

Consultant further agrees that it will require each subconsultant or subcontractor performing work or providing services under this Agreement to enroll in and use the U.S. Department of Homeland Security’s E-Verify Program for Employment Verification to verify the employment eligibility of all persons employed by the subconsultant or subcontractor during the term of this Agreement.

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

Compliance with the terms of this Article 26 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 27 - COVENANTS AGAINST DISCRIMINATION**

During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest agrees as follows:

27.1. **Compliance with Regulations.** Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (the "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be
amended from time to time, (the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

27.2. FAA Nondiscrimination Clause. Consultant and any subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of services under this Agreement. Consultant shall carry out all applicable requirements of 49 CFR Part 2 and Part 26 in the award and administration of DOT-assisted contracts. Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Authority (recipient) deems appropriate. Every contract that Consultant enters with a subconsultant or subcontractor for services under this Agreement must contain this clause.

27.3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant’s obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

27.4. Information and Reports. Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to Authority or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
27.5. **Sanctions for Noncompliance.** In the event of Consultant’s noncompliance with the nondiscrimination provisions of this Agreement, Authority may, after written notice to Consultant, impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to Consultant under the Agreement until Consultant complies; and/or

(b) cancellation, termination, or suspension of the Agreement, in whole or in part.

27.6. **DBE Policy.** It is the policy of the Department of Transportation (the "DOT") that Disadvantaged Business Enterprises ("DBE's") as defined in 49 CFR Part 23 and Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Part 26 apply to this Agreement. Consultant agrees to ensure that DBE’s as defined in 49 CFR Part 23 and Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Consultant shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 and Part 26 to ensure that DBE’s have the maximum opportunity to compete for and perform contracts.

27.7. **Prompt Payment Requirements.** Authority has adopted a DBE Program in compliance with 49 CFR Part 26, therefore, the following requirement will apply to all contracts funded, either wholly or in-part, with DOT financial assistance:

Consultant agrees to pay each subconsultant under this contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment Consultant receives from Authority. Consultant agrees further to return any retainage payments to each subconsultant within
forty-five (45) days after the subconsultant’s work is satisfactorily completed. Any delay or postponement of payment beyond these time limits may occur only for good cause following written approval of the delay by Authority. This clause applies to both DBE and non-DBE subconsultants.

27.8. **Incorporation of Provisions.** Consultant shall include the provisions of paragraphs 27.1. through 27.7. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

**ARTICLE 28 - NONDISCRIMINATION CLAUSE**

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

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

ARTICLE 29 - GENERAL CIVIL RIGHTS CLAUSE

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

ARTICLE 30 - MODIFICATION

No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

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

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

(Witness)

(Witness)

ATTEST: CLERK OF COURTS
LINDA DOGGETT

By: ____________________
Deputy Clerk

Consultant: PFM FINANCIAL
ADVISORS, LLC

By: LJR B Cost
Title: Managing Director
Date: 2/31/20
(CORPORATE SEAL)

Authority:
LEE COUNTY PORT AUTHORITY,
A political subdivision of the State of FL

By: ____________________
Chair or Vice Chair

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

By: ____________________
Office of the Port Attorney

FAA APPROVED:

By: ____________________
Date

FDOT APPROVED:

By: ____________________
Date
SCHEDULE “A”

SCOPE OF SERVICES

Advise Authority of the most fiscally responsible means of conducting the sale of bonds by recommending competitive bidding, negotiation, or other means. The Consultant may not participate either directly or indirectly as underwriters in such sale. This work will generally include the following:

For competitively bid bond issues:

Assist Authority in preparing the bid documents, including but not limited to the notice of sale.

At the time of the sale, advise Authority as to the best bid received, based upon the verification of bids, and recommend an award which, in the Consultant’s judgment, is in the best interest of Authority.

Assist in the bid protest procedures as needed.

For negotiated bond issues:

Assist in determining the optimal timing of the issue.

Assist Authority in preparing Letters of Qualifications for Proposals for underwriting services or other documents required for any debt issue.

Assist Authority in preparing presentations to the underwriters in order to fully describe the bonds to be issued.

Participate in the evaluation of the Letters of Qualifications received with selected Authority personnel.

Participate in the “pricing call” and advise Authority as to the reasonableness of the components of the underwriters’ spread and other items of interest to Authority.

For other means of bond procurement required, services will be as directed by Authority.

Provide specific recommendations for each bond issue regarding the following:

Aggregate principal amount of bonds to be issued.

The timing of the offering
The definitive structure of the bond issue, including but not limited to maturity range, Serial and/or Term Bonds, CABS, etc.

Optional Redemption and Call Provisions.

Prepare and present to the Lee County Port Authority Board of Port Commissioners an independent analysis for each bond issue. The analysis must address the interest rate, underwriter’s fees and other factors, and the analysis must indicate whether the transaction terms are the most beneficial to Authority for the type and timing of each transaction.

Prepare for bond issues and assist Authority in coordinating meetings and conference calls to meet that timetable.

Assist Authority with the preparation of cash flow forecasts for proposed issues addressing debt service requirements and sources of funding.

Assist Authority in composition of the Preliminary and Final Official Statements, which shall conform to the currently acceptable disclosure guideline standards, so as to make the most favorable full and accurate disclosure to the rating agencies and underwriters, and provide for the printing of preliminary and final official statements.

Assist in the preparation and review of all necessary closing documents, and coordinate printing, signing and delivery of bonds, on an as-needed basis.

Assist Authority in selecting trustees, paying agents and other financial intermediaries as necessary, and assist in arranging for appropriate bond insurance as required.

Provide, on request, reports of municipal market conditions both within Florida and nationwide.

In the area of short-term financing, provide Authority with advice, guidance, and assistance in bond anticipation notes, bank loans, and commercial paper programs, upon request.

Review existing debt structure and financial resources to determine available borrowing capacity and the desirability of refinancing any or all of the existing debt.

Consultant shall be available to Authority to discuss and make recommendations on such other financial matters as requested and also available for formal presentations to the Port Authority Board of Port Commissioners as necessary.

Develop and assist in rating agency presentations.

Other financial advisory services as requested.
SCHEDULE “B”

BASIS OF COMPENSATION

The parties agree that Consultant’s Scope of Services, as outlined on Schedule “A” under this Agreement, will be compensated on a project-by-project basis as set out in the Task Authorization for that project.

All projects shall be compensated based on one of the following general guidelines:

I. **Hourly Rates** - Projects compensated on an hourly basis shall be paid at these rates:

<table>
<thead>
<tr>
<th>POSITION</th>
<th>10/1/2020 - 9/30/2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>Managing Director</td>
<td>$315.00</td>
</tr>
<tr>
<td>Director</td>
<td>$255.00</td>
</tr>
<tr>
<td>Senior Managing Consultant</td>
<td>$215.00</td>
</tr>
<tr>
<td>Analyst</td>
<td>$149.00</td>
</tr>
</tbody>
</table>

II. **Issuance of Bonds, Notes and Other Debt** - Advice and coordination regarding bond issues will be compensated at the rate of $1.00 per $1,000.00 of debt issued, with a minimum fee of $45,000.00.

Regardless of the total value of a particular bond issue, Consultant’s total compensation for any bond issue shall not exceed Two Hundred Fifty Thousand Dollars and no/Cents ($250,000.00).

III. **Fixed Fee** - Projects will be compensated on the basis of Consultant’s fixed fee for a particular project, as set out in the Task Authorization.
<table>
<thead>
<tr>
<th>ITEM</th>
<th>BASIS OF CHARGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone (Long Distance)</td>
<td>At Cost</td>
</tr>
<tr>
<td>Telegraph</td>
<td>At Cost</td>
</tr>
<tr>
<td>Postage</td>
<td>At Cost</td>
</tr>
<tr>
<td>Shipping Material</td>
<td>At Cost</td>
</tr>
<tr>
<td>Commercial Air Travel</td>
<td>Coach Fare or Best Available Rate</td>
</tr>
<tr>
<td>Automobile Travel</td>
<td>Reimbursed as set by §112.061(7)(d)1. F.S.</td>
</tr>
<tr>
<td>Lodging (Per Person)</td>
<td>At Cost - Single Occupancy Rate Only</td>
</tr>
<tr>
<td>Meals</td>
<td>Reimbursed as per Port Authority Policy</td>
</tr>
<tr>
<td>Reproduction (Photocopy) 8-1/2&quot; x 11&quot;</td>
<td>$0.10/Page</td>
</tr>
<tr>
<td></td>
<td>8-1/2&quot; x 14&quot;</td>
</tr>
<tr>
<td></td>
<td>11&quot; x 14&quot;</td>
</tr>
<tr>
<td>Reproduction (Blue/White Prints)</td>
<td>$0.10/sq. ft.</td>
</tr>
<tr>
<td>Printing</td>
<td>At Cost</td>
</tr>
<tr>
<td>Binding</td>
<td>At Cost</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>
SCHEDULE “C”

CERTIFICATE OF INSURANCE

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

<table>
<thead>
<tr>
<th>Name and Address of Agency</th>
<th>COMPANIES AFFORDING COVERAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>COMPANY LETTER A</td>
</tr>
<tr>
<td></td>
<td>COMPANY LETTER B</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name and Address of Insured</th>
<th>COMPANIES AFFORDING COVERAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>COMPANY LETTER C</td>
</tr>
<tr>
<td></td>
<td>COMPANY LETTER D</td>
</tr>
<tr>
<td></td>
<td>COMPANY LETTER E</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Company Letter</th>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Effective Date (mm/dd/yy)</th>
<th>Policy Expiration Date (mm/dd/yy)</th>
<th>ALL LIMITS IN THOUSANDS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>GENERAL LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td>General Aggregate $</td>
</tr>
<tr>
<td></td>
<td>Commercial General Liability</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Claims Made</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Owners &amp; Contractors</td>
<td></td>
<td></td>
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<td></td>
<td>X.C.U. Coverage</td>
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<td></td>
<td>Broad Form Property Damage</td>
<td></td>
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<td></td>
<td>Independent Contractors</td>
<td></td>
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<tr>
<td></td>
<td>AUTOMOBILE LIABILITY</td>
<td></td>
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<tr>
<td></td>
<td>Any Auto</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>All owned Autos</td>
<td></td>
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<tr>
<td></td>
<td>Scheduled Autos</td>
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<td></td>
<td>Hired Autos</td>
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<td>Non-Owned Autos</td>
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<tr>
<td></td>
<td>EXCESS LIABILITY</td>
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<tr>
<td></td>
<td>Umbrella Form</td>
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<tr>
<td></td>
<td>Other than Umbrella Form</td>
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<tr>
<td></td>
<td>Claims Made</td>
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<tr>
<td></td>
<td>WORKERS’ COMPENSATION AND</td>
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<tr>
<td></td>
<td>EMPLOYER’S LIABILITY</td>
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<td></td>
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<td></td>
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<tr>
<td></td>
<td>Occupational Disease</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other than Occupational Disease</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Claims Made</td>
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<td></td>
<td>OTHER</td>
<td></td>
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☐ Contractual Liability Coverage

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

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

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

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

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

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

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

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

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

SEVERABILITY OF INTERESTS PROVISION

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

DATE: 7/31/20

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the Board of Port Commissioners of Lee County Port Authority for the project known as: Financial Advisory Services for the Lee County Port Authority

Before me, the undersigned Authority, personally appeared William B Case, who provided FL Driver License as identification, or is personally known to me, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposed and stated under oath that:

1. This Certificate shall be attached to and constitute an integral part of the above said Professional Services Agreement as provided in Article 13.

2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Services Agreement is established are accurate, complete, and current on the date set forth hereinabove.

3. The truth of statements made herein may be relied upon by Authority and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

Executed on behalf of the Party to the Professional Services Agreement referred to as Consultant, doing business as:

PFM FINANCIAL ADVISORS, LLC

By: William B Case
Print Name

Address

The foregoing instrument was acknowledged and executed before me by the above signed on this 31st day of July, 2020.

NOTARY PUBLIC, State of Florida

ALEXANDER MARTINEZ
Name Printed or Stamped
Commission Expires: 
Commission Number: 

ALEXANDER MARTINEZ
Notary Public, State of Florida
Commission# GG 982761
My comm. expires April 28, 2024
1. REQUESTED MOTION/PURPOSE: Request Board approve the write off of Accounts Receivable in accordance with Fiscal Policy Section 640 for Air Berlin in the amount of $111,431.30.

2. FUNDING SOURCE: Net revenues from the normal operation of the Southwest Florida International Airport.

3. TERM: N/A

4. WHAT ACTION ACCOMPLISHES: Allows for write off outstanding Accounts Receivable per Fiscal Policy.

5. CATEGORY: 3. Consent Agenda

6. ASMC MEETING DATE: 8/18/2020


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

9. REQUESTOR OF INFORMATION:
   (ALL REQUESTS)
   NAME: Brian McGonagle
   DIV: Administration

10. BACKGROUND:
    In accordance with Section 640 of the Lee County Port Authority’s Policy Manual, the disposition of overdue accounts totaling more than $75,000 cumulatively for the same debtor must be approved by the Board of Port Commissioners.

    On August 18, 2017, Air Berlin filed for Chapter 15 Bankruptcy Protection. Chapter 15 bankruptcy allows foreign nationals to file for bankruptcy in the U.S. bankruptcy courts if they have assets, property or business in multiple countries, including the United States. At that time, Air Berlin was a party to a Non-Participating Use Agreement with the Airport and the Airport retained a $25,000 security deposit. The Airport subsequently entered into an airline consortium with the law firm of Foley and Lardner to assist in seeking payment and filing a claim on our behalf. On February 12, 2018, the Airport filed a claim in the amount of $315,939.04 (after applying the security deposit). Since that time and through the efforts of outside counsel we have received payments totaling $204,507.74. At this time all collection efforts have been exhausted and through the recommendation of outside counsel (see attached letter), we recommend the remaining amount of $111,431.30 be written off.

    It is important to note that this write off has been charged back previously to the signatory airlines in accordance with the Airline Use Agreement. There is no financial or cash flow impact to the Port Authority. This action is required for general accounting purposes only.

    Attachments:
    1. Aging report
    2. Fiscal Policy
    3. Air Berlin- Foley and Lardner

11. RECOMMENDED APPROVAL

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:
   - APPROVED
   - APPROVED as AMENDED
   - DENIED
   - OTHER

13. PORT AUTHORITY ACTION:
   - APPROVED
   - APPROVED as AMENDED
   - DENIED
   - DEFERRED to
   - OTHER
<table>
<thead>
<tr>
<th>Company Number</th>
<th>Agreement Number</th>
<th>Company Name</th>
<th>Description</th>
<th>Invoice Number</th>
<th>Invoice Date</th>
<th>Invoice Amount</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>00000523</td>
<td>000983</td>
<td>Air Berlin Pre Bankruptcy</td>
<td>August Pro-Rated Rent Aug 1st-15th</td>
<td>17-02915</td>
<td>8/1/2017</td>
<td>$470.52</td>
<td></td>
</tr>
<tr>
<td></td>
<td>001059</td>
<td></td>
<td>June Aerofees</td>
<td>17-02623</td>
<td>7/17/2017</td>
<td>$57,268.90</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>July Aerofees</td>
<td>17-02802</td>
<td>8/16/2017</td>
<td>$57,980.89</td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>August Aerofees</td>
<td>17-02747</td>
<td>8/22/2017</td>
<td>$31,246.78</td>
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<td></td>
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<td></td>
<td>August Pro-Rated Employee Parking</td>
<td>17-02914</td>
<td>8/1/2017</td>
<td>$138.49</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>August Pro-Rated Rent Aug 1st-15th</td>
<td>17-02913</td>
<td>8/1/2017</td>
<td>$2,428.52</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>May Incentive Credit</td>
<td>17-02299</td>
<td>6/15/2017</td>
<td>$(12,866.74)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>June Incentive Credit</td>
<td>17-02649</td>
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610: FISCAL YEAR END

The Port Authority shall operate on the basis of a fiscal year which shall commence October 1st and end September 30th of each year.

620: ANNUAL BUDGET

A budget for Port Authority revenues and expenditures shall be adopted annually. The budget shall provide information in detail and in summary with regard to sources of funds and allocations of funds for the fiscal year.

The proposed budget, after approval by the Port Authority Executive Director, shall be submitted to:

1. The Airline-Airport Affairs Committee for information and comment.
2. The Airports Special Management Committee for review and recommendation.
3. The Port Authority Commissioners for review and adoption. The adopted Budget may be amended by the Port Authority as necessary throughout the fiscal year.

630: AUDIT

At the end of each fiscal year, the Port Authority records shall be audited by an independent and recognized certified public accountant as provided in Section 189.418(4) Florida Statutes. All fiscal matters relating to the Port Authority may be subject to audits under the direction of the Port Authority's Executive Director.

640: COLLECTION OF DELINQUENT ACCOUNTS RECEIVABLE AND DISPOSITION OF UNCOLLECTIBLE ACCOUNTS

The Port Authority Finance Department will take all reasonable steps to collect delinquent accounts receivable. The Finance Director will report all accounts deemed uncollectible to the Executive Director.
The Finance Director's report shall include a recommendation for disposition of all uncollectible accounts totaling $75,000 or less individually, or $75,000 or less cumulatively for the same debtor, on a fiscal-year basis. The Executive Director may approve disposition of these accounts at his or her discretion.

The Executive Director shall make recommendations for the disposition of overdue accounts to the Board of Port Commissioners larger than $75,000.00 individually, larger than $75,000.00 cumulatively for the same debtor, on a fiscal-year basis. The Board of Port Commissioners will approve disposition of these accounts. If the Executive Director's purchasing authorization level is increased in the future, the limitations of this policy will be adjusted accordingly.

650: PURCHASING

All purchases of supplies and materials and all contracting for professional and nonprofessional services will be governed by the Lee County Port Authority Purchasing Manual.

660: AIRPORT FUNDS

660.01: Depositories

Port Authority funds shall be deposited in acceptable depositories as required by all applicable laws and Bond Resolutions in depositories designated by the Clerk of Courts pursuant to state law.

660.02: Wire Transfers

When the requisite number of Port Commissioners is absent, the Executive Director, or in his or her absence, the Deputy Executive Director - Administration or the Finance Director, is authorized to sign payroll checks, vouchers, and wire transfers to allow timely release of airport funds. The Clerk's Office will subsequently obtain a sufficient number of Commissioner's signatures when available. "Signing" for purposes of this policy shall include either the handwritten or electronic signature of the authorized party, and shall also include any electronic authorization method as may be adopted and endorsed by the Clerk of Courts.
August 6, 2020

Mr. Brian W. McGonagle
Division Director - Administration
Lee County Port Authority
11000 Terminal Access Road, Suite 8671
Fort Myers, FL 33913

Re: Air Berlin PLC Bankruptcy

Dear Mr. McGonagle:

Per your request, I have updated my review of the Chapter 15 insolvency proceedings related to Air Berlin that are pending in the United States Bankruptcy Court for the Southern District of New York (Manhattan). As with my last communication to you on this matter some time ago, I am not aware of any assets in the United States available for the Port Authority to levy upon in order to satisfy its claim.

As a result, I am not aware of any impediment or other reason that the debt owed by Air Berlin should not be written off. The only qualification to this conclusion is that it is possible that there are assets available for the satisfaction (or partial satisfaction) of the Port Authorities’ claim arising out of Air Berlin’s insolvency proceeding pending in Germany. I have not conducted an analysis of German insolvency law nor have I determined whether Air Berlin has assets in Germany that could be used to satisfy the debt owed to the Port Authority.

Please let me know if you have any questions regarding the above or wish to discuss.

Very truly yours,

Kevin A. Reck

KAR:bts
1. **REQUESTED MOTION/PURPOSE:** Recommend Board approve a contract with Sourcewell to provide office supplies via their competitive agreement with Staples.

2. **FUNDING SOURCE:** Net operating revenues from the normal operation of the Southwest Florida International Airport.

3. **TERM:** October 1, 2020 - June 6, 2024.

4. **WHAT ACTION ACCOMPLISHES:** Approves a competitively solicited agreement for the purchase of office supplies.

5. **CATEGORY:** Consent Agenda.

6. **ASMC MEETING DATE:** 8/18/2020.

7. **BoPC MEETING DATE:** 9/3/2020.

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

9. **REQUESTOR OF INFORMATION:**
   - NAME: Brian McGonagle
   - DIV: Administration

10. **BACKGROUND:**
    The Port Authority currently utilizes Sourcewell competitive procurement for office supplies via a contract with Staples Inc. Sourcewell is a cooperative purchasing agency created as a local government unit, public corporation and public agency created pursuant to the Minnesota Constitution. Sourcewell provides hundreds of competitively solicited cooperative contracts. Government agencies are able to piggyback on these competitive solicitations by applying to be a participating agency with Sourcewell and then contacting the supplier for the desired contract.

    The Port Authority wishes to enter into a new participating agreement with Sourcewell and take advantage of pricing for the competitively bid office supplies provided by Staples, Inc. This agreement would be effective for the period 10/1/2020 - 4/6/2024.

   Attachment:
   Sourcewell Participating Agreement

11. **RECOMMENDED APPROVAL**

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**
   - APPROVED
   - APPROVED as AMENDED
   - DENIED
   - OTHER

13. **PORT AUTHORITY ACTION:**
   - APPROVED
   - APPROVED as AMENDED
   - DENIED
   - DEFERRED to
   - OTHER
SOURCEWELL PARTICIPATING AGREEMENT

This Sourcewell Participating Agreement (“Participating Agreement”) by and between Lee County Port Authority (“Buyer”) and Staples Contract & Commercial LLC, (“Staples”) is made effective as of October 1, 2020 (the Participating Agreement Effective Date”) and is attached to and governed by the Sourcewell Agreement(s) specifically marked and identified in Section 3.2 below (“Sourcewell Agreement(s)”) between Staples and Sourcewell. Buyer and Staples are collectively referred to herein as the “Parties”. All capitalized terms used herein shall have the meaning assigned to them in the Sourcewell Agreement unless otherwise defined herein.

WHEREAS, Buyer, a member of Sourcewell (as defined below), and Staples desire to enter into this Participating Agreement pursuant to which Buyer may participate in the Sourcewell Program to purchase Products (as defined below).

NOW, THEREFORE, in consideration of the foregoing mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1.0 Previous Participating Agreement(s). The Parties acknowledge and agree that this Participating Agreement shall replace and supersede any previous Participating Agreement including any amendments attached thereto as of the Participating Agreement Effective Date set forth in paragraph 1 above.

2.0 Term. The term of this Participating Agreement with respect to Buyer shall commence on the Participating Agreement Effective Date October 1, 2020 and shall terminate upon expiration of the Sourcewell Agreement, or (ii) the date at which Buyer ceases to be a Member of Sourcewell (“Participating Agreement Term”). In the event that the Participating Agreement terminates or expires pursuant to (i) or (ii) above, Staples agrees to offer Buyer the option to enter into a separate agreement with Staples only, provided, however, Staples and Buyer mutually agree upon the terms and conditions of such separate agreement.

3.0 Definitions.

3.1 Sourcewell. The Sourcewell is public agency serving as a national government/education contracting agency. Sourcewell was created and organized under the “Service Cooperative” section of the Minnesota Statute, M.S. 123A.21. Sourcewell is governed by publicly elected officials while cooperatively serving all municipal and educational agencies nationally under the authority of the Minnesota Joint Exercise of Powers laws M.S. 471.59.

3.2 Sourcewell Program. The specific program(s) checked below:

☐ Supplies Program. Office, school, and other workplace-related supplies and services offered for sale by Staples to Sourcewell members that are included in the Sourcewell national contract solution for the procurement of OFFICE SUPPLY CATALOG SOLUTIONS pursuant to RFP award #012320-SCC as amended from time to time.

☐ Furniture Program. Furniture with related accessories and services offered for sale by Staples to Sourcewell members that are included in the Sourcewell national contract solution for the procurement of FURNITURE WITH RELATED
ACCESSORIES AND SERVICES pursuant to RFP award #121919-SCC as amended from time.

3.3 **Products.** All items included in the Sourcewell Program that Buyer purchases or may purchase from Staples.

3.4 **Purchase Orders.** Unless otherwise agreed by the parties in writing, all purchase orders issued by Member during the Term of this Participating Agreement shall be governed only by the terms and conditions of this Participating Agreement notwithstanding any preprinted language on Member’s purchase order or Staples’ acknowledgement thereof.

4.0 **Buyer Representations and Warranties.** Buyer hereby represents and warrants that:

4.1 it is a governmental entity as defined in Minnesota Statute 471.59 or it is a nonpublic school administrative unit or non-profit eligible to participate in the Sourcewell Program pursuant to Minnesota Statute 123a.21;

4.2 it is a Sourcewell member and will maintain its Sourcewell membership during the Participating Agreement Term;

4.3 it has the local legal ability to recognize and participate in joint exercise of powers activities under the applicable state and federal procurement laws; and

4.4 as a member of Sourcewell, Buyer may participate in the Sourcewell Program, provided, however, Buyer acknowledges that it (i) will be bound in all respects by the terms and conditions of the Sourcewell Agreement and terms and conditions of this Participating Agreement

5.0 **Prices.** Prices for Products are available at the time of purchase on www.StaplesAdvantage.com or as otherwise provided by the Sourcewell Program.

6.0 **Rebates.**

6.1 Staples will pay Buyer the standard annual Sourcewell volume rebate for purchases made under the Sourcewell Furniture Program #121919-SCC as provided by the Sourcewell Furniture Program #121919-SCC.

6.2 Payment of all discounts, incentives and/or rebates paid hereunder is contingent upon Buyer paying all invoices within the agreed-upon payment terms.

7.0 **Conflict.** In the event of conflict between this Participating Agreement and the Sourcewell Agreement, the terms and conditions of this Participating Agreement shall control.

8.0 **Termination.** Either Party may terminate this Participating Agreement for any reason upon at least thirty (30) calendar days’ prior written notice to the other Party.

[Signature page follows.]
IN WITNESS WHEREOF, the Parties have executed this Participating Agreement under seal as of the Participating Agreement Effective Date.

Lee County Port Authority

By its authorized agent:

__________________________________________
(Signature)

Name: ________________________________
Title: ________________________________
Date: ________________________________

Address for Notices:

ATTN: ________________________________
Telephone: ____________________________
Facsimile: ____________________________
Email: ________________________________

STAPLES CONTRACT & COMMERCIAL LLC

By its authorized agent:

__________________________________________
(Signature)

Name: ________________________________
Title: ________________________________
Date: ________________________________

Address for Notices:

Staples Contract & Commercial LLC
500 Staples Drive
Framingham, MA 01702

ATTN: ________________________________
Telephone: ____________________________
Facsimile: ____________________________
Email: ________________________________

with a copy to: General Counsel (Ref: ____________________________ )
1. REQUESTED MOTION/PURPOSE: Request Board approve an amendment to the “Lease of TSA Office Space at Southwest Florida International Airport’s Midfield Terminal” with the United States of America.
2. FUNDING SOURCE: n/a
3. TERM: through September 30, 2021
4. WHAT ACTION ACCOMPLISHES: Extends the federal government’s lease of terminal space for TSA offices to September 30, 2021.
5. CATEGORY: 5. Consent Agenda
6. ASMC MEETING DATE: 8/18/2020
8. AGENDA:
   - CEREMONIAL/PUBLIC PRESENTATION
   - CONSENT
   - ADMINISTRATIVE
9. REQUESTOR OF INFORMATION:
   (ALL REQUESTS)
   NAME: Brian McGonagle
   DIV: Administration
10. BACKGROUND:
    On May 9, 2005, the Board approved a “Lease of TSA Office Space at Southwest Florida International Airport’s Midfield Terminal” (GSA Lease No. GS-04B-45825) with the United States of America, represented by the General Services Administration. The lease initially covered approximately 7,631 square feet in the terminal.

    The lease has been amended fourteen times thus far, nine times via documents GSA called “Supplemental Lease Agreements,” or SLAs, followed by five further documents called “Lease Amendments.” These amendments were as follows. SLA #1 confirmed the start date of the lease term, which was the terminal opening date. SLA #2 updated the parties’ addresses for notices. SLA #3 added two storage rooms and SLA #4 added another storage room. SLA #5 added 1,189 square feet of office space located under the end of Concourse B. SLA #6 added 1,500 square feet in the In Transit Lounge (with rent to commence upon GSA’s completion of construction), added one other room, deleted two rooms and adjusted TSA’s employee parking lot charge. SLA #7 confirmed the rent commencement date for the 1,500 square foot addition. SLA #8 added two rooms under Concourse D totaling 776 square feet. SLA #9 added one room and deleted three others. Lease Amendment 10 added 225 square feet near the terminal loading dock. Lease Amendment 11 granted GSA an option to extend the lease by five (5) years, from its original expiration date of May 31, 2015, to May 31, 2020. Lease Amendment 12 acknowledged GSA’s exercise of that option. Lease Amendment 13 deleted one room, and added one room. Lease Amendment 14 deleted six rooms totaling 1,189 square feet.

    The lease was scheduled to expire on May 31, 2020, and, since then, has been continuing on a month-to-month basis. In preparation for the terminal expansion project, which includes relocation of some of TSA’s space, staff had been working with GSA earlier this year on a new lease to address those moves. However, in light of the project’s status, it

11. RECOMMENDED APPROVAL

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<td>Victoria B. Moreland</td>
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<td>Brian W. McGonagle</td>
<td>Gregory S. Hagen</td>
<td>Benjamin R. Siegel</td>
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12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:
   - APPROVED
   - APPROVED as AMENDED
   - DENIED
   - OTHER

13. PORT AUTHORITY ACTION:
   - APPROVED
   - APPROVED as AMENDED
   - DENIED
   - DEFERRED to
   - OTHER
Background (continued)

has been deemed preferable to simply extend the current lease for now.

This proposed fifteenth amendment will extend the lease to September 30, 2021, with no substantive changes. The leased premises will remain, as adjusted through Lease Amendment 14, at 9,612 square feet. Rent will remain the same, at $104,928.06 per month.

Attachments:
1. Contract Summary
2. Proposed Lease Amendment No. 15
CONTRACT SUMMARY
(including effects of first 14 lease amendments, and the proposed Lease Amendment No. 15)

Type of Agreement: Lease of TSA Office Space at Southwest Florida International Airport’s Terminal

Tenant: General Services Administration, an executive agency of the United States of America
7771 W. Oakland Park Blvd. Suite 119
Sunrise, FL 33351-6737

Premises: various locations totaling approximately 9,612 square feet throughout the RSW terminal building, consisting of office space, break rooms, and storage areas

Allowed Use(s): official governmental operations by the Department of Homeland Security, Transportation Security Administration.

Term: commencing on September 9, 2005, and ending May 31, 2020 [being extended to September 30, 2021]

Rents/Fees: monthly rent of: $104,928.06
monthly parking fee of: $15/employee (subject to adjustment)

Insurance: n/a

Performance Guaranty: n/a

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

whose address is: 11000 TERMINAL ACCESS ROAD
FORT MYERS, FL 33913-8209

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to extend the term of the lease for 16 months.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective June 1, 2020 as follows:

A. Paragraph 2 as set forth in the Lease and all subsequent Lease Amendments is hereby amended as follows:

   “TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on September 9, 2005 through September 30, 2021 subject to termination and renewal rights as may be hereinafter set forth.”

B. Paragraph 3 as set forth in the Lease and all subsequent Lease Amendments is hereby deleted and replaced as follows:

   “3. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:"

This Lease Amendment contains (2) pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Name: ____________________________
Title: _____________________________
Entity: ____________________________
Date: _____________________________

WITNESSED FOR THE LESSOR BY:

Name: ____________________________
Title: _____________________________
Date: _____________________________

FOR THE GOVERNMENT:

Name: ____________________________
Title: Lease Contracting Officer
Entity: General Services Administration, Public Buildings Service
Date: _____________________________

Lease Amendment Form
REV (12/12)
Lease Amendment No. 15 – GS-04B-45825  PAGE  2 of 2

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<td><strong>TOTAL ANNUAL RENT</strong></td>
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1 Shell rent calculation: **$126.54 rounded** per RSF multiplied by **9,612** RSF.
2 Operating Costs rent calculation: **$3.93 rounded** per RSF multiplied by **9,612** RSF.
3 Other Costs (Cabling Optics) calculation: **$.53** per RSF multiplied by **9,612** RSF.

C. Paragraph 4 as set forth in the Lease all subsequent Lease Amendments is hereby unchanged and restated as follows: "The Government may terminate this lease, in whole or in part, at any time after May 31, 2010, by giving the Lessor at least 90 days notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing."

D. The following attachments are hereby included as exhibits to the Lease as follows:
1. Attachment 1: FAR Representation, 52.204-24, entitled "Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment."
2. Attachment 2: General Clause Addendum to the Lease with the new FAR clause 52.204-25, entitled “Prohibition on Contracting Certain Telecommunications and Video Surveillance Services or Equipment;” and the new GSAR clause entitled "Representation Regarding Certain Telecommunications and Video Surveillance Services Equipment."

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment

_52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (DEC 2019)_

The Offeror shall not complete the representation in this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at 52.204-26, Covered Telecommunications Equipment or Services-Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

(a) _Definitions_. As used in this provision—
“Covered telecommunications equipment or services”, “critical technology”, and “substantial or essential component” have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) _Prohibition_. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) _Procedures_. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) _Representation_.

The Offeror represents that—
it ☐ will, ☑ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(e) **Disclosures.** If the Offeror has represented in paragraph (d) of this provision that it “will” provide covered telecommunications equipment or services", the Offeror shall provide the following information as part of the offer--

1. A description of all covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

2. Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

3. For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

4. For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

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Signature

Date
General Clause Addendum to the Lease
FAR 52.204-25 and GSAR 552.204-70

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

(a) Definitions. As used in this clause—

“Covered foreign country” means The People’s Republic of China.

“Covered telecommunications equipment or services” means –

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

2. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

3. Telecommunications or video surveillance services provided by such entities or using such equipment; or

4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

“Critical technology” means-

1. Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;


   (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

   (ii) For reasons relating to regional stability or surreptitious listening;
(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or


"Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

(c) Exceptions. This clause does not prohibit contractors from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any
affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

***

552.204-70 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

(a) Definitions. As used in this clause-
“Covered telecommunications equipment or services”, “Critical technology”, and “Substantial or essential component” have the meanings provided in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) **Representation.** The Offeror or Contractor represents that it [ ] will or [X] will not [Contractor to complete and submit to the Contracting Officer] provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.

(d) **Disclosures.** If the Offeror or Contractor has responded affirmatively to the representation in paragraph (c) of this clause, the Offeror or Contractor shall provide the following additional information to the Contracting Officer--

   (1) All covered telecommunications equipment and services offered or provided (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

   (2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

   (3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

   (4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

   (End of clause)
# BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

## 1. REQUESTED MOTION/PURPOSE:
Request Board approve a “First Amendment to Fuel System Agreement for Southwest Florida International Airport” with RSW Fuel Company LLC.

## 2. FUNDING SOURCE:
n/a

## 3. TERM:
October 1, 2011, to September 30, 2041

## 4. WHAT ACTION ACCOMPLISHES:
extends the term of the Fuel System Agreement with RSW Fuel Company, LLC by an additional 10 years

## 5. CATEGORY:
6. Consent Agenda

## 6. ASMC MEETING DATE:
8/18/2020

## 7. BoPC MEETING DATE:
9/3/2020

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

## 9. REQUESTOR OF INFORMATION:
(ALL REQUESTS)
NAME: Brian McGonagle

DIV: Administration

## 10. BACKGROUND:
RSW Fuel Company LLC (the "LLC") leases Southwest Florida International Airport’s airline fuel system under a "Fuel System Agreement" with the Authority dated November 14, 2011. The LLC is owned and controlled by its members, each of which are air carriers serving the airport. The LLC’s current members are Air Berlin, Air Canada, American, Delta, JetBlue, Southwest, Spirit, Sun Country, and United.

The LLC desires to extend the term of the agreement in order to facilitate its procurement of additional financing for its operations. This proposed First Amendment will extend the term of the agreement by an additional ten (10) years, from September 30, 2031, to September 30, 2041. All other terms of the agreement will remain unchanged.

Attachments:
(1) Contract Summary
(2) Proposed “First Amendment To Fuel System Agreement at Southwest Florida International Airport”

## 11. RECOMMENDED APPROVAL

<table>
<thead>
<tr>
<th>DEPUTY EXEC DIRECTOR</th>
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<tr>
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<td>Victoria B Moreland</td>
<td>N/A</td>
<td>Brian W McGonagle</td>
<td>Gregory S Hagen</td>
<td>Benjamin R Siegel</td>
</tr>
</tbody>
</table>

## 12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:
- APPROVED
- APPROVED as AMENDED
- DENIED
- OTHER

## 13. PORT AUTHORITY ACTION:
- APPROVED
- APPROVED as AMENDED
- DENIED
- DEFERRED to
- OTHER
**Contract Summary**  
*(Including effects of proposed First Amendment)*

**Agreement:** Fuel System Agreement for Southwest Florida International Airport

**Lessee:**  
RSW Fuel Company LLC  
c/o Keith Taylor  
Fuel Division  
Delta Air Lines, Inc.  
11000 Terminal Access Road, Suite 8631  
Fort Myers, Florida 33913

**Leased Premises:**  
RSW Fuel Storage Area, Fuel System Improvements, and GSE Fueling Facility

**Allowed Use(s):**  
Receiving, storing, distributing, and dispensing fuel into aircraft and ground service equipment

**Term of Lease:**  
October 1, 2011 to 11:59 p.m. on September 30, 2031 *[being extended to September 30, 2041]*

**Rent:**  
a Flowage Fee (initially 1 cent per gallon, subject to CPI adjustments) applicable to fuel dispensed to Non-Signatory Users; plus  
Fuel System Rent of $146,205.10 per month (subject to CPI adjustments); plus  
GSE Fueling Facility Rent of $263.98 per month (subject to CPI adjustments); plus  
A Fuel System Casualty Insurance Reimbursement Charge.

**Insurance:**  
**Authority will carry:**  
Fire and extended coverage risks, as may be insurable at a reasonable premium

**Lessee will carry:**  
Fuel Facilities Aviation Liability: $100 million  
Environmental Site Specific Liability: $10 million

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

FUEL SYSTEM AGREEMENT FOR

SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

THIS AMENDMENT is made and entered into this ___ day of
______________, 2020, by and between LEE COUNTY PORT AUTHORITY, a
special district and political subdivision of the State of
Florida, with offices at 11000 Terminal Access Road, Suite 8671,
Fort Myers, Florida 33913 ("Authority"), as Lessor, and RSW FUEL
COMPANY LLC, a Delaware limited liability company ("Lessee").

Background

Authority and Lessee are parties to a certain “Fuel System
Agreement for Southwest Florida International Airport” dated
November 14, 2011 (herein the “Agreement”). The parties desire to
amend said Agreement by extending the term, in order to
facilitate Lessee’s procurement of additional financing for its
operations.

NOW THEREFORE, in consideration of the mutual promises
herein, the undersigned parties hereby agree to amend the
Agreement as follows:

1. Extension of Term.

Article 3 of the Fuel System Agreement for Southwest Florida
International Airport, dated November 14, 2011, (entitled “Term")
is hereby amended such that the term of the Agreement will
continue until 11:59 p.m. on September 30, 2041.
2. **No Other Changes.**

   All other provisions of the Agreement remain unchanged and in full force.

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

   **RSW FUEL COMPANY LLC**  
   (Lessee)  
   By: [Signature]  
   Print name: Keith Taylor  
   Title: Member - Chairperson  
   Date: [Signature] August 2, 2020

   **LEE COUNTY PORT AUTHORITY**

   By: [Signature]  
   Chairman or Vice Chairman, Board of Port Commissioners  
   Date: [Signature]  

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

   By: [Signature]  
   Port Authority Attorney

   **WITNESSED BY:**  
   [Signature]  
   Print Name: Mozella Reed  
   [Signature]  
   Print Name:  
   [Signature]  
   Print Name: Dwayne Reed

   **ATTEST:**  
   LINDA DOGGETT, CLERK  
   By: [Signature]  
   Deputy Clerk
### BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board award RFB 20-31MLW Runway Rubber Removal for Southwest Florida International Airport to Danton Hydroblasting, LLC (Primary vendor) and to Waterblasting, LLC (Secondary vendor), the two lowest, most responsive and responsible bidders and authorize Chairman to execute service provider agreements.

2. **FUNDING SOURCE:** Account WJ5300041200.503490

3. **TERM:** Two-year term with two (2) optional two-year renewal terms.

4. **WHAT ACTION ACCOMPLISHES:** Establishes a service provider agreement for runway rubber removal services to a primary and a secondary vendor.

5. **CATEGORY:** 7. Consent Agenda

6. **ASMC MEETING DATE:** 8/18/2020

7. **BoPC MEETING DATE:** 9/3/2020

---

### 8. AGENDA:

- CEREMONIAL/PUBLIC PRESENTATION
- X CONSENT
- ADMINISTRATIVE

### 9. REQUESTOR OF INFORMATION:

(ALL REQUESTS)

- NAME: Gary Duncan
- DIV: Aviation

### 10. BACKGROUND:

On April 6, 2020, the Lee County Port Authority advertised RFB 20-31MLW entitled "Runway Rubber Removal for Southwest Florida International Airport." Advertisements were also placed on the LCPA website, aviation-related periodicals (ACI-NA, Florida Airports Council, and Airport Minority Advisory Council), and IONWAVE. Thirty-two (32) vendors were notified of the RFB, and twenty-six (26) companies requested and received the bid package. Four (4) responses were received by the bid deadline, May 1, 2020.

LCPA typically hires a third party vendor to perform runway rubber removal services five (5) times a year in order to maintain the pavement friction coefficient required by the FAA. Annually, these services cost approximately $60,000.00. Since RSW is a single runway commercial service airport, all rubber removal cleaning cycles must be performed after the last aircraft arrival and before the first departure the following morning, during the overnight hours between 11:30 PM and 5:00 AM. Based upon previous experience with a limited number of vendors who specialize in this type of service, staff elected to bid and procure a primary and secondary vendor.

Therefore, staff recommends Board award to Danton Hydroblasting, LLC, the lowest, most responsive, responsible bidder for an annual estimated bid amount of $76,928.21 as primary vendor and to Waterblasting, LLC, DBA Waterblasting.Com, the second most responsive, responsible bidder whose bid price was $121.55 or .00158% higher than the lowest bidder - Danton. If Danton Hydroblasting is not available, or services do not meet staff’s requirements, Waterblasting.Com will be contacted and scheduled to perform the requested services.

### 11. RECOMMENDED APPROVAL

<table>
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### 12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

- APPROVED
- APPROVED as AMENDED
- DENIED
- OTHER

### 13. PORT AUTHORITY ACTION:

- APPROVED
- APPROVED as AMENDED
- DENIED
- DEFERRED to
- OTHER
Per addendum #1, the term of this agreement will be for two (2) years, with two (2) optional two (2) year extension terms to be considered at a later date and awarded at the discretion of the Authority. Staff recommends the initial two (2) year term be awarded to both Danton Hydroblasting, LLC and to Waterblasting.Com

Attachments:
(1) Bid Tabulation of RFB 20-31MLW
(2) RFB 20-31MLW
(3) Addendum 1
(4) Addendum 2
(5) Submittal Danton Hydroblasting, LLC
(6) Submittal Waterblasting, LLC
(7) Service Provider Agreement Danton Hydroblasting, LLC (Primary)
(8) Service Provider Agreement Waterblasting, LLC (Secondary)
**Bid Opening Tabulation**

**Bid Number:** RFB 20-31 MLW

**Bid Title:** Runway Rubber Removal

**Opening Date:** Friday, May 01, 2020

**Opening Time:** 2:00 PM

**Opened By:** Megan Wilson

**Title:** Purchasing Agent

**Verified By:** Melissa Wendel

**Attended Opening:**

<table>
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<tr>
<th>FIRM</th>
<th>COST</th>
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<tr>
<td>Mario's Painting of South Florida, Inc</td>
<td>81,549.80</td>
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<td>Danton Hydroblasting</td>
<td>76,928.21</td>
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<tr>
<td>Waterblasting.Com</td>
<td>77,049.80</td>
</tr>
<tr>
<td>Hasco Inc</td>
<td>412,249.00</td>
</tr>
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</table>

**AWARD TO BE MADE AFTER STAFF RECOMMENDATION AND BOARD APPROVAL AT A LATER DATE**
REQUEST FOR BIDS (RFB)

RFB 20-31MLW

FOR

Runway Rubber Removal for the Southwest Florida Airport

DATED: April 6, 2020

PURCHASING OFFICE DESIGNATED CONTACT

Megan Wilson, Procurement Agent
TELEPHONE: (239) 590-4558
E-MAIL: mlwilson@FlyLCPA.com

There is no Pre-Bid Meeting

INQUIRY/CLARIFICATION REQUEST DEADLINE:
Friday, April 17, 2020 - TIME: 5:00 P.M., Local Time

BIDS DUE:
Friday, May 01, 2020 - TIME: 2:00 P.M., Local Time

USE THIS LINK TO VIEW THE OPENING OF BIDS:
Join Hangouts Meet
meet.google.com/udf-uugn-rje

Meeting ID
meet.google.com/udf-uugn-rje
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PART A- INFORMATION FOR BIDDERS

A.01 PUBLIC RECEIVING AND OPENING OF BIDS
Bids will be opened and read publicly after the opening time and date published on the cover page of this Request for Bids. The Authority reserves the right to extend this date and time at Authority’s sole discretion, when deemed to be in the best interest of the Authority. Bidders, their authorized agents and other interested persons are invited to attend the bid opening through electronic means by using the link to the meeting that is provided on the cover page of this Request for Bids.

A.02 SUBMISSION OF BIDS
The Authority is accepting electronic bid submittals in IonWave at www.ionwave.net up until the tie and time indicated on the cover sheet of this Request for Bids. Hard copy bids are not being accepted. Faxed bids will not be accepted.

Bids must be submitted prior to the deadline for submittal of bids. Bidder is responsible for taking all necessary steps to ensure their bid is received by the due date and time. The Authority is not responsible for missing, lost or delayed bids that result in the bid arriving after the time due.

A.03 DELAYS CAUSED BY TECHNOLOGICAL ISSUES
Electronic submission of sealed bids to IonWave prior to the time set for the bid opening is solely and strictly the responsibility of the Bidder. The Lee County Port Authority Purchasing Office will not be responsible for delays caused by technology that may be used or for any other reason. The Bidder is hereby directed to cause submission of their bid prior to the bid opening time.

A.04 INQUIRIES/CLARIFICATION
Except during a scheduled pre-bid meeting, the Authority will not respond to oral inquiries concerning this RFB. Each bidder shall examine all RFB documents and shall judge all matters relating their adequacy and accuracy. Any inquiries, suggestion, or requests concerning interpretation, clarification or additional information pertaining to this RFB shall be made through the Purchasing Office. No interpretation of the meaning of the plans, specifications or any other portion of the solicitation documents will be binding if made to any bidder orally by the Authority or by any representative of the Authority. Bidders may submit written email inquiries regarding this RFB to the Purchasing Office contact indicated on the cover page. The deadline to submit to the Purchasing Office, in writing, all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this RFB can be located on the cover page of this RFB. The Authority may choose not to respond to inquiries received after inquiry/clarification deadline has passed.

A.05 DISTRIBUTION OF INFORMATION, RESULTS AND ADDENDA
The Authority uses Ionwave Technologies at www.ionwave.net to distribute solicitation documents including addenda and bid results. Interested parties may register to receive this information free of charge by contacting Ionwave Support at 866-277-2645, or by registering at https://www.ionwave.net or by calling the Purchasing Office at (239) 590-4556.

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

All addenda shall become part of the bid documents.
A.06 PRE-BID MEETING
If indicated, a pre-bid meeting will be held at the location 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 and if a site visit is planned and 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. Bidders’ 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 RFB, 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 contact indicated on the cover page of this RFB at least three (3) days prior to the scheduled pre-bid meeting to allow staff time to research the questions.

A.07 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.

Each bidder may, at bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions at or contiguous to the project site(s) or otherwise which may affect cost, progress, performance or furnishing of the work and which bidder deems necessary to determine its bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the RFB documents. The Authority will provide each bidder access to the site(s) to conduct such explorations and tests.

Bidder shall fill all holes, clean up and restore the project site(s) to its former condition upon completion of such explorations. The lands upon which the work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by successful bidder in performing the work are identified in the RFB documents.

Prior to submitting a bid, each bidder shall examine the project site(s) and all conditions thereon fully familiarizing themselves with the full scope of the work. Failure to become familiar with project site conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any work that is required to complete the project in accordance with the plans and specifications. Bidder shall acknowledge inspection of the project site(s) on his/her signed, submitted Bid Form.
A.08 **COST OF PREPARATION**
The cost of preparing a bid in response to this RFB shall be borne entirely by the Bidder.

A.09 **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.10 **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.11 **GENERAL CIVIL RIGHTS**
The successful Bidder agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision binds the successful Bidder and its subcontractors from the bid solicitation period though 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.12 **CALCULATIONS, ERRORS, OMISSIONS**
All bids will be reviewed mathematically and, if necessary, corrected. In the event of multiplication/addition or extension error(s), the unit pricing shall prevail. In the case of a disparity between the grand total bid price expressed numerically and that expressed in written words, the grand total price expressed in words as shown on the Bidder’s submission will govern.

Bidders must fill in all information requested on the bid forms. All blanks on the bid forms must be legibly completed in ink or typewritten. Where submitted bids have erasures or corrections, such erasures or corrections must be initialed in ink by the Bidder. 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.13 **DIRECT PURCHASE**
If applicable, the Authority reserves the right to purchase directly, various materials, supplies, and equipment that may be a part of any purchase agreement resulting from this RFB.

A.14 **TERMINATION FOR CONVENIENCE**
The Authority may cancel any agreement resulting from this RFB at its discretion upon giving thirty
(30) calendar days written notice to the successful Bidder. In addition, the Authority reserves the right during the term of the agreement to terminate the agreement with any single successful Bidder and award the agreement to the next ranking Bidder if deemed to be in the Authority’s best interest.

A.15 PUBLIC RECORDS AND DISCLOSURE
Information and materials received by the Authority shall be deemed to be public records subject to public inspection upon the issuance of a notice to award, recommendation for award, or thirty (30) days after bid opening, whichever occurs first. However, certain exemptions to the public records laws are statutorily provided for in Section 119.07.
If a Bidder believes any of the information contained in their response is exempt from disclosure under the Florida public records law, Bidder must specifically identify the material which it claims is exempt and cite the legal authority for the exemption. 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.16 TAX EXEMPT
The Authority is generally a tax-exempt entity, subject to the provisions of the Florida Statutes regarding sales tax. The successful Bidder shall be responsible for complying with the Florida sales and use tax law as it may apply. The amount(s) of compensation set forth in the contract, or in any change orders authorized pursuant to the contract, shall be understood and agreed to include any and all Florida sales and use tax payment obligations required by Florida law of the successful Bidder and all subcontractors or materials suppliers engaged by the successful Bidder.

A.17 EXAMINATION OF BID SOLICITATION INFORMATION
Each Bidder is required, before submitting a bid, to be thoroughly familiar with each and every requirement contained within the solicitation documents, including any addenda. No additional allowances will be made because of lack of knowledge of the requirements contained herein. All Bidders must carefully review the bid documents in their entirety to become familiar with what is required, including information on all bid forms.

A.18 RESERVATION OF RIGHTS
The Authority reserves the right to reject any and/or all bids, accept or reject any alternates, waive irregularities and technicalities if it is in the best interest of the Authority, in the Authority’s sole judgement, and conforms to applicable state and local laws or regulations.

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

A.19 AUTOMATIC DISQUALIFICATION
A Bidder will be disqualified from consideration for award of an agreement pursuant to this Request for Bids for any of the following reasons:
• Failure to meet 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.20 SCRUTINIZED COMPANIES UNDER SECTION 287.135, FLORIDA STATUTES
Notwithstanding any provision to the contrary, Authority will have the option to immediately terminate any agreement, in the exercise of its sole discretion, if Bidder is found to have submitted a false certification under Section 287.135(5) F.S. or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Section 215.473 F.S.; or if bidder is engaged in business operations in Cuba or Syria; or has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

The Bidder certifies through submission of the attached 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.21 NO LOBBYING:
All Bidders are hereby placed on notice that the Lee County Port Authority Board of Port Commissioners, Members of the Airports Special Management Committee and all Authority employees are not to be lobbied, either individually or collectively, regarding this solicitation. During the entire procurement process, all Bidders and their subcontractors, or agents are hereby placed on notice that they are not to contact any persons listed above (with the exception of the designated Purchasing Office contact indicated on the cover page of this RFB) if they intend to submit or have submitted a bid for this project. All Bidders and their subcontractors, and any agents must submit individual affidavits with their submission in substantially the form attached, stating that they have not engaged in lobbying activities or prohibited contacts in order to be considered for this Request for Bids. **Joint ventures must file a separate affidavit for each joint venture partner.**

ANY BIDDER IN VIOLATION OF THIS WARNING SHALL BE AUTOMATICALLY DISQUALIFIED FROM FURTHER CONSIDERATION FOR THIS REQUEST FOR BIDS.

A.22 LOCAL VENDOR PREFERENCE
It is the intent of the Board of Port Commissioners to establish an optional preference for local firms when facts and circumstances warrant that the Authority may grant such a preference. It is not the intent of the Board of Port Commissioners to prohibit, exclude, or discourage persons, firms,
businesses, or corporations that are non-local from providing goods and services to the Authority as part of this bid process. All potential respondents, Authority staff, and the Airports Special Management Committee should be advised that the Board of Port Commissioners encourages award of contracts to local vendors, firms, consultants, contractors, and providers when possible to foster the economic growth of the local community.

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

A.23 **RIGHT TO PROTEST**
Any Bidder affected adversely by an intended decision to award any bid shall 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 for inspection and/or copying at the Lee County Port Authority Purchasing Office, 11000 Terminal Access Road, Suite 8671, 3rd Floor, Fort Myers, Florida, 33913. **Failure to follow the protest procedure requirements within the timeframe established by Lee County Port Authority constitutes a waiver of any protest and resulting claims.**

A.24 **FINANCIAL RESPONSIBILITY**
During the bid evaluation process, Bidders may, upon request by the Authority, be required to demonstrate financial responsibility by furnishing audited financial statements for the past two fiscal years. Such statements must be prepared in accordance with generally acceptable accounting practices and include an independent Certified Public Accountant (CPA) statement and shall be provided to the Authority within ten (10) calendar days of the Authority’s request.

A.25 **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.26 **COMPLIANCE WITH STATE AND FEDERAL REQUIREMENTS**
In agreements financed in whole or in part by Federal or State grant funds, all requirements set forth in the grant documents or in the law, rules, and regulations governing the grant, including federal or state cost principles, shall be satisfied. To the extent that they differ from those of the Authority, the cost principles of the grantor shall be used.

A.27 **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.28 **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.29 WITHDRAWAL OR REVISION OF BIDS
A Bidder may withdraw or revise a bid (by withdrawal of one (1) bid and submission of another) provided the Bidder's written request to withdraw is received by the Authority before the time specified for receiving the bids. Revised bids must be received prior to the date and time of the bid opening at the place specified. Bids that have been properly withdrawn (by written request) prior to the scheduled opening time or received after the time specified for opening bids will be returned to the Bidder unopened.

A.30 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.31 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.32 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 shall certify by submission of the enclosed public entity crimes certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any...
state or federal entity, department or agency.

A.33 BID EVALUATION
Upon evaluation of all bids received, a Notice of Intent to Award may be made to the lowest, responsive, and responsible Bidder(s) whose bid(s) 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 any Bidder to provide the required goods and services in accord with the agreement and to the satisfaction of the Authority and within the time prescribed. The Authority may reject any bid if the evidence submitted by the Bidder, or an investigation of the qualifications and/or experience of the Bidder, fails to satisfy the Authority that such Bidder is sufficiently qualified or experienced to provide the goods or services required, or to carry out the obligations as required in this Request for Bids.

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

A.34 EXECUTION OF AGREEMENT
The successful Bidder(s) shall execute and return the Service Provider Agreement within ten (10) calendar days from issuance of the notice of intent to award the bid. The successful Bidder will be required to execute the Service Provider Agreement in substantially the form attached, unless amended during the bid process and prior to the opening of bids. Failure of the successful Bidder to execute the Service Provider Agreement within ten (10) calendar days from the date the notice of intent to award is announced shall be just cause for cancellation of the award and forfeiture of the bid bond.

Upon receipt of the Service Provider Agreement executed by the successful Bidder, the Authority shall complete the execution of the awarded service provider agreement in accordance with local laws or ordinances, and return one fully executed original agreement, along with the bid bond, if applicable, to the Bidder. Delivery of the fully executed awarded agreement to the Bidder shall constitute the Authority’s approval to be bound by the successful Bidder's bid and the terms of the service provider agreement.

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

A.35 PAYMENT
The accepted bid price for the scope of work to be provided will be paid to the successful Bidder after completion and acceptance of the work and upon receipt of the successful Bidder's invoice. All invoices shall include purchase order number or Contract number, as applicable and shall be submitted to Lee County Finance Department, PO Box 2463, Fort Myers, Florida, 33902.

[END of PART A.]
PART B – SPECIAL INSTRUCTIONS AND REQUIREMENTS

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

1. MINIMUM QUALIFICATIONS
Bidders must include copies of all licenses (mechanical, occupational, etc.) required by Lee County and the State of Florida to supply the goods or perform the services set forth in this RFB.

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

2. BASIS OF AWARD
The award of a contract under this RFB will be based on the lowest, responsive and responsible Bidder. The lowest bid will be based on the grand total quote. To be considered for award, bidder is required to bid all line items.

The Authority reserves the right to award to one or multiple bidders. If the Authority makes multiple awards, it may additionally choose to assign a status of Primary and Secondary bidder as applicable. When a Primary/Secondary bidder status is assigned, the Primary vendor will be the Authority’s first contact for the assignment of any work or the purchase of any materials required pursuant to this RFB.

If the Primary vendor is unable to fulfill the Authority’s needs or meet the Authority’s required timelines, the Secondary vendor would be the next order of contact, as applicable.

Additionally, the bidder(s) selection order may be changed at any time during the term of the Service Provider Agreement as a result of deficient or non-completed performance by a bidder.

3. PURCHASE ORDER
Purchase orders will be issued on an as needed basis for actual services required. Actual orders for material(s) and/or service(s) listed on the Bid Form are neither guaranteed nor implied. All orders are on “as needed” and “as funds permit” basis. The Authority may order all, some, or none of the bid items listed.

4. TERM
Any agreement awarded under this RFB will become effective on October 1, 2020. The term of the contract will be for a one (1) year with an option reserved to the Authority to extend the term of the agreement for two (2) additional two (2) year renewal periods by notifying the Provider in writing at least thirty (30) days in advance of the expiration date of the initial term or any extension term. Extension of the Agreement for the renewal periods will be upon the same terms and conditions, including prices, and shall be at the sole discretion of the Authority.

5. WARRANTY
Successful bidder warrants that for a period of one year from the date of final completion and acceptance of all work, materials, and equipment furnished as defined herein shall be guaranteed and warranted to be free from defects due either to faulty materials or equipment or faulty workmanship.

During the warranty period, Authority may, at its option, request that successful bidder, at its cost, repair or replace any defective materials, equipment or workmanship upon written notice to successful bidder. In that event successful bidder must repair or replace the defective materials, equipment or workmanship, at its sole expense, within thirty days. Alternatively, Authority may return the defective goods, at successful bidder's expense, for a full refund. Exercise of
either option shall not relieve successful bidder of any liability to Authority for damages sustained by virtue of successful bidder's breach of the warranty.

[END OF PART B.]
PART C – INSURANCE AND BONDING REQUIREMENTS

All Bidders must furnish proof of acceptable insurance. A copy of the Bidder’s current insurance certificate or a statement from the Bidder’s insurance company verifying the firm's ability to obtain the insurance coverage as stated herein, should be submitted with the bid.

No agreement will be made pursuant to this Request for Bid 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 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, 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 $2 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 shall be named as an additional insured on all policies except for workers’ compensation. The policy shall be endorsed to include the following language “The Lee County Port Authority, its officers, officials and employees, are to be covered as an additional insured with respect to liability arising out of the “work” or operations performed by or on behalf of the insured, including materials, parts or equipment furnished in connection with such Work or Operations.”

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 Bidder from potential insurer insolvency.

Waiver of Subrogation
Insurance will be primary and noncontributory and shall 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 shall 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 bid. The appointed insurance agent or carrier shall 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 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 shall be sent directly to the Lee County Port Authority Risk Manager, 11000 Terminal Access Road, Suite 8671, Fort Myers FL 33913. If the offeror fails to meet the requirements set forth herein, the Authority may terminate any agreement it has with the successful offeror.

**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 bidder understands and agrees that by entering an agreement with bidder, the Authority does not waive its sovereign immunity and nothing herein shall be interpreted as a waiver of the Authority’s rights, including the limitation of waiver of immunity, as set forth in Florida Statutes Section 768.28, or any other statutes, and the Authority expressly reserves these rights to the fullest extent allowed by law.

**Indemnification, General Liability & Patent or Copyright**
The successful proposer shall indemnify, hold harmless, and defend Lee County, Lee County Port Authority and their respective Boards of Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, claims, damages, demands, expenses, or actions, either at law or in equity, 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 Proposals. These obligations shall survive acceptance of any goods and/or performance of services and payment therefore by the Lee County Port Authority.

[END OF PART C.]
PART D - PROJECT INFORMATION AND REQUIREMENTS

RFB 20-31MLW: Runway Rubber Removal at Southwest Florida International Airport

SCOPE OF WORK

The Lee County Port Authority (Authority) is soliciting competitive sealed bids from interested and qualified companies to furnish runway rubber removal at the Southwest Florida International Airport in accordance with this Scope of Work.

General
The successful Bidder will be required to provide all labor, supervision, materials, tools and equipment, accessories and consumables necessary to perform high-pressure water removal of rubber and pavement markings from runway touchdown areas. The successful Bidder must provide any other items necessary or proper for, or incidental to, performing runway rubber removal services for the Authority at Southwest Florida International Airport (RSW) in accordance with these specifications. Services are to be provided by the successful Bidder upon the Authority’s request and at various times during the term of the contract.

Estimated Quantities
Southwest Florida International Airport is a single runway. Based on available historical data, there were approximately four cleanings under 90,000 square feet and five cleanings greater than 90,000 square feet performed during a typical twelve-month period. The estimated quantities set forth on the bid form represent the combined square footages for cleaning over and under 90,000 square feet and are for tabulation and evaluation purposes only. No guarantee is expressed or implied as to the quantities that will be ordered or the amount of compensation paid during the term of the proposed agreement. Final payment for all services is based on the actual quantities of services performed.

Regulations
The successful Bidder shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.

Successful Bidder shall obtain all permits, licenses and certificates, or any approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, which are necessary for the proper execution of the work specified herein.

Successful Bidder shall report immediately to the Authority’s representative any spillage or dumping of hazardous materials caused or made by it or its subcontractor(s) while on Authority property. Successful Bidder shall be responsible for all cleanup and any related costs incurred for such incidents.

During the term of the agreement, successful Bidder shall keep current and, if requested by the Authority, provide copies of all licenses, registrations or permits that are required by applicable governing agencies to perform the required work. Successful Bidder shall keep a copy of all licenses, registrations and permits on the jobsite while performing work.

Safety Data Sheets
Successful Bidder shall comply with Federal and State right-to-know laws if hazardous materials are used in the work. SDS (Safety Data Sheets) shall be accessible and made available to all workers and Authority's representatives.

The successful Bidder is required to inform all workers and persons affected by the work of the Safety Data Sheet(s) on all products being utilized. No materials or equipment will be left unattended or stored on the worksite at any time.
**Hours of Operation**
All activities must be coordinated with the Airport Facilities Maintenance Department.

All rubber removal operations must occur after the last scheduled flight each day with actual work to be performed between 11:30 P.M. and 5:00 A.M. (or between last and first flights). The starting time and finish time may be adjusted to accommodate schedule changes or flight delays. Work is to be conducted on consecutive days, regardless of weekend(s) until the requested work is completed, with pre and post inspections to be included in an 11:00 p.m. and 7:00 a.m. time frame.

Successful Bidder shall not perform any work during Authority's observed holidays without the prior written permission of the Authority. The successful Bidder shall give the Authority sufficient advance notice to request working on Authority observed holidays to allow the Authority’s representative to assess the impact that such work would have on Authority’s scheduled operations and then approve or deny the request.

If an emergency condition is declared by the Authority's Executive Director, the Director of Operations or their designee, the successful Bidder will perform work during such hours as specified by the Authority.

**Personnel**
Successful Bidder shall consider all State and Federal regulations concerning the wages and hours of its employees, including but not limited to, the Florida Human Relations Act, the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.

Successful Bidder’s personnel shall provide all services in a professional manner.

Successful Bidder shall provide a qualified and competent person onsite with the ability to converse in English, to supervise the performance of the work and to understand and carry out instructions during the performance of the work. This supervisor is responsible to supervise the operations and shall have the authority to represent and act on behalf of the successful Bidder. It will be the successful Bidder’s responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and/or around the work areas that relate to them or the services being performed by them under the proposed agreement. In addition, the successful Bidder must have someone in attendance at all times who can communicate instructions to all of its employees.

Successful Bidder shall maintain a drug-free workplace within the meaning of the Florida Drug-free Workplace Act and no employee shall be retained for work on Authority's premises prior to such employee having tested negative for drugs. In addition, existing employees of the successful Bidder must be subject to drug testing based upon reasonable suspicion of drug use. Testing will be at the successful Bidder’s expense.

Successful Bidder shall promptly remove from the airport any employee or employees that the Authority deems not satisfactory, and replace such personnel with employees satisfactory to the Authority; however in no event shall Authority be responsible for monitoring or assessing the suitability of any employee or agent of the successful Bidder.

The successful Bidder shall be responsible for ensuring that all articles found by its employees on Authority’s premises are turned over to the Authority or the Authority’s designated agent.

A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the Airport property. Each of the successful Bidder's motor vehicles brought on the Authority's premises shall have the successful Bidder's business name and/or logo prominently displayed on the vehicle.
While working on airport property all of the successful Bidder’s employees shall wear neat and clean clothing and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.

**Identification and Access Requirements**
All of the successful Bidder’s personnel and vehicles used in the performance of the work shall be subject to escort by an Authority representative(s). While on the airfield, the successful Bidder’s personnel shall remain at the jobsite within audible distance and in view range of an Authority representative(s). Failure to comply with this requirement, by any personnel, will result in immediate suspension of the work, removal of the personnel from the Airport, and possible termination of the agreement.

**Items Provided by the Authority**
The Authority will provide an escort to accompany the successful Bidder and its employees during all phases of the work that are inside the Airfield Operations Area (AOA). The successful Bidder's vehicles and equipment will not be permitted in or on any other area inside the AOA without direction from the Authority’s representative.

The Authority will provide an uncovered, fenced and paved storage/staging area for the successful Bidder’s use at the Authority's Facilities Maintenance Complex during the term of the agreement. Successful Bidder shall assume sole responsibility for all items stored and for the receipt, unloading, security, and handling of its equipment and materials at the storage/staging area. The storage/staging area and routes of ingress and egress to and from the specified work area(s) will be designated by the Authority. Successful Bidder shall remove all equipment and materials from the work site after each night's work and properly store all equipment and materials used in the performance of the work in the storage/staging area.

Water from a designated fire hydrant near the specified work area(s) will be furnished to the successful Bidder at no cost. The successful Bidder shall be responsible to transport and furnish the Authority provided water from the designated source to the work location.

**Tools and Equipment Required by the Bidder**
The successful Bidder shall provide all equipment necessary and shall utilize maximum safety precautions in the performance of the work.

The successful Bidder shall be obligated to maintain equipment in safe operating condition at all times and shall ensure that such equipment performs to manufacturer's specification and is operated in compliance with proper safety procedures and practices.

The successful Bidder shall be responsible for all maintenance of any equipment furnished by the successful Bidder and will provide both parts and labor required for such maintenance.

Tools and equipment must be in a good state of repair, safe to use, and must be used in the manner in which they are intended.

The successful Bidder agrees that the Authority shall have the right at all times, but not the obligation, to examine all equipment, vehicles, tools, and supplies used by the successful Bidder, or by its officers, employees, subcontractors or agents in the performance of the work. If any of the above is deemed unsafe or not in good working condition, the Authority has the right to direct the successful Bidder to remove it from service and repair or replace it promptly.

The successful Bidder shall, at its sole expense and to the Authority's satisfaction, promptly repair any damage to Authority property caused by the successful Bidder or its agents or employees. In the event the successful Bidder has not repaired any such damage within fourteen (14) days after the Authority's written notice, the Authority may repair such damage at the expense of the successful Bidder and deduct such cost from the next amount due the successful
Bidder under the agreement. If no amounts are due under the agreement, successful Bidder will reimburse the Authority for the cost of any repairs within fifteen (15) days of receiving notice from the Authority.

If damage is determined and/or the results of an inspection, evaluation, and/or test indicates the successful Bidder has not met the requirements stated herein, the successful Bidder shall be liable in accordance with the provisions of the agreement. If necessary, and if the Authority deems it in its best interest, the Authority may provide the successful Bidder additional runway access time to rework failed areas.

Materials
For purposes of wastewater and rubber disposal, the Authority will provide designated area(s) and containers for disposal.

The successful Bidder shall supply all necessary products or materials that may be required to perform the services specified herein.

Performance Requirements
The successful Bidder shall perform all work in accordance with this Scope of Work, industry standards and manufacturers' specifications. The successful Bidder shall adjust and coordinate its activities to meet the needs and requirements of the Authority and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the Authority.

Any work required beyond that which is specified herein shall be reported in advance to the Authority’s representative. No work shall be performed outside of the specified scope of work by the successful Bidder without prior written authorization from the Authority’s representative.

Approximately thirty (30) days prior to a requested date of service the Authority’s representative will coordinate with the successful Bidder regarding the anticipated start date and estimated square footage requiring runway rubber and pavement markings removal, as well as the area of any ramp scrubbing, if applicable.

The Authority will use visual markers to designate the start and end points of the area(s) requiring service.
After successful Bidder’s arrival on-site, and prior to commencement of each requested service, the Authority’s representative will conduct a pre-performance meeting. An authorized representative of the successful Bidder shall attend this conference.

**Runway Rubber Removal**

At the beginning of each requested service the successful Bidder will perform a Pre-Performance Demonstration/Test.

The Bidder shall clean the specified areas in accordance with the following standards:

- A visual standard of a minimum of ninety (90%) percent of the surface texture exposed after cleaning as compared to a similar surface area, measured along the runway edge or on a surface that has not been exposed to aircraft tire rubber or the requested rubber removal service and/or;

  At the Authority’s discretion, an applicable MU coefficient as determined by a Runway Friction Coefficient (RFC) test.

The runways are asphalt with grooves. Any damage to the existing runway surface, lights, or joints, to include but not limited to disintegrating/dislodging chunks of asphalt or section of joints or cracking or otherwise damaging lights, resulting from the successful Bidder’s activities shall be verified by visual inspection by the Authority. Repairs are the responsibility of the successful Bidder.

All requested work shall be completed within the constraints of the rate of cleaning and the available time on the airfield. The successful Bidder shall complete all requested work within thirty (30) calendar days after receipt of a written task authorization.

Once rubber removal procedures begin, they shall be continuous within the hours stated herein until the runway is complete, unless halted by an Authority representative.

After each cleaning operation, the successful Bidder must flush the runway clean of all residues and clear the runway of all equipment.

**Inspections, Evaluations or Tests**

**Pre-Performance Demonstration/Test:** The Pre-Performance Demonstration/Test shall demonstrate the ability to remove rubber and pavement markings, at the rate and degree of cleanliness, without damage to the existing pavement surface, lights or joints, specified by the FAA. The forty-five second Pre- Performance Demonstration/Test will consist of cleaning a fifty feet by two feet (50’ x 2’) section of runway, in an area of greatest buildup (as specified by the Authority’s representative).

Successful Bidder shall remove rubber and pavement markings from the specified areas at a rate of ten thousand (10,000) square feet per hour. Wastewater and removed rubber/pavement markings and other debris shall be discarded by the successful Bidder in the Authority designated area(s) and/or containers.

Successful Bidder will be allowed a maximum of three (3) attempts to successfully pass the Pre- Performance Demonstration/Test. If, after three attempts, the successful Bidder fails to demonstrate its ability to perform the service, the Authority may elect to terminate the agreement.

The use of chemicals, abrasive materials, grinders, detergents, and/or salt water is not allowed.

**Performance Inspections/Evaluations:** During or promptly after the performance of a requested service, the Authority reserves the right to conduct inspections or evaluations to determine if the service is being provided in compliance with these requirements. Inspections or evaluations may be made independently by the Authority’s representative or its
designee. If deemed necessary by the Authority, the results of such inspections or evaluations shall be documented in writing and submitted to the successful Bidder. If deficiencies are noted in a report, the successful Bidder shall promptly take action to correct all deficiencies. Any deficiencies noted shall be corrected at no additional cost to the Authority.

Post-Performance Inspections, Evaluations and/or Tests may consist of visual inspection and/or Runway Friction Coefficient (RFC) tests. If the visual inspection or evaluation indicates significant damage or that the runway does not meet or exceed the visual standard, the Authority may, at its discretion, request a Runway Friction Coefficient test ("RFC"). If the Authority’s representative determines a RFC is necessary, the test will be scheduled to be conducted within five (5) working days of the successful Bidder's stated completion of service.

**Additional Services**
In an emergency, or as the Authority may from time to time request, the successful Bidder shall be required to perform additional runway rubber and pavement markings removal and ramp scrubbing outside the scope of the agreement and upon the written request of the Authority.

Compensation for such additional services shall be at the unit rate set forth in the service provider agreement.

**Use of Premises**
During the progress of the work, the successful Bidder shall keep the premises free from the accumulation of waste materials and other debris resulting from the work.

If the successful Bidder fails to accomplish the foregoing, the successful Bidder may be held financially responsible for all penalties imposed upon and costs incurred by the Authority to remedy such failure.

**Safety and Protection**
The Successful Bidder shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Successful Bidder shall take all necessary precautions for safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons affected by the progress of the work.

[END OF SECTION D]

PART E – FORMS
Note: This form must be submitted with the bidder’s bid submittal

**FORM 1: BIDDER'S CERTIFICATION**

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

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid.
I hereby propose to provide the services requested in this bid. I agree to hold pricing for at least 150 calendar days so that the Authority will have time to properly evaluate this bid. I agree that the Authority terms and conditions (http://www.flylcpa.com/purchasing/) herein shall take precedence over any conflicting terms and conditions submitted with the bid and agree to abide by all conditions of this document.

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

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

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

EMAIL ADDRESS

State of: ________________________________

County of:

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

Signature of Notary ________________________________ Serial/Commission No. ________________________________

Page 22 of 34
BID NO. RFB 20-31MLW BIDDER'S NAME: ________________________________

RECEIVING DATE: FRIDAY, MAY 01, 2020
PRIOR TO 2:00 P.M. LOCAL TIME

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

The Undersigned, hereinafter called "BIDDER," having become familiar with the local conditions, nature, and extent of the work, and having examined carefully the bid documents in, including but not limited to, Instructions to Bidders, Special Instructions and Requirements, Insurance and Bonding Requirements, Scope of Work, Disadvantaged Business Enterprise Program requirements, forms, and other contract documents, and having fulfilled bid requirements herein, agrees to furnish all labor, materials, equipment, and other items, facilities and services for the purchase of:

Runway Rubber Removal at Southwest Florida International Airport

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

PRICING:
In the event of a mathematical discrepancy, the unit prices will prevail and the corrected extension(s) and total(s) will be considered the price.

The Authority will only accept bids submitted on non-altered bid forms provided by the Authority. Bids submitted on other forms, other than those provided by the Authority will be deemed non-responsive and ineligible for award.

For bidding purposes there are approximately four (4) cleanings under 90,000 square feet and five (5) cleanings greater than 90,000 square feet based on historical data. The estimated quantities set out on the bid form are provided for tabulation and evaluation purposes. No guarantee is expressed or implied as to the quantities to be ordered or dollars spent, during the term of the agreement. Final payment for services shall be based on actual quantities provided.
FORM 2: OFFICIAL BID FORM (CON’T)

COMPANY NAME:_______________________________________________________

SOLICITATION: RFB 20-31- Runway Rubber Removal at Southwest Florida Airport

By submission the Bidder here by acknowledges they are familiar with the local conditions, nature and extent of the work, and having examined carefully the quote documents, including but not limited to, Information For Bidders, Special Instructions and Requirements, Scope of Work and other Contract Documents, and having fulfilled quote requirements herein, the successful Bidder shall provide all labor, supervision, materials, tools and equipment, accessories and consumables necessary to perform high-pressure water removal of rubber and pavement markings from runway touchdown areas and all other items necessary or proper for, or incidental to, performing runway rubber removal services for the Authority in accordance with these specifications. Services will be provided upon the Authority’s request at various times during the term of the contract, based on the following quote schedule:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit Price</th>
<th>Annual estimated quantity</th>
<th>Unit of measure</th>
<th>Estimated Price Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Rubber Removal less than ninety thousand (&lt;90,000) thousand Square Feet</td>
<td>739,053</td>
<td>Square Foot</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Rubber Removal greater than ninety thousand (≥90,000) thousand Square Feet</td>
<td>31,445</td>
<td>Square Foot</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Mobilization</td>
<td>9</td>
<td>Each</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

**Quantities are not guaranteed. Final payment will be based on actual quantities**

Grand Total Quote (Items 1-3) $
FORM 3: LOBBYING AFFIDAVIT

STATE OF: ____________________________

COUNTY OF: __________________________

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

AFFIANT

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

__________________________
Signature of person taking acknowledgment

__________________________
Name typed, printed, or stamped

__________________________
(Title or rank)

Signature of Notary (Serial or Commission No.)

NOTE: THIS FORM IS REQUIRED FROM ALL BIDDERS
FORM 4: PUBLIC ENTITY CRIMES FORM

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

A person, affiliate, or corporation who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

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

BIDDER'S NAME: _______________________________
FORM 5: BIDDER’S SCRUTINIZED COMPANIES CERTIFICATION

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

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

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

__________________________________________________  
[Signature]

Notary Public  
State of __________________  
County of _________________  
Sworn to and subscribed before me this _________ day of _____________________, 20________,  
by ____________________________________________ who produced the following as identification  
___________________________________ (Type of identification) or is personally known to me. My  
Commission Expires________________.

[stamp or seal]

[Signature of Notary Public]

[Typed or printed name]
FORM 6: LOCAL PREFERENCE AFFIDAVIT

The firm submitting the attached bid is either (please check one):

☐ A firm whose principal place of business is located within the boundaries of Lee County, Florida.

Please identify the firm name and physical address below:

____________________________________
____________________________________
____________________________________
____________________________________ (in Lee County, Florida)

☐ A firm that has provided goods or services to Lee County or the Lee County Port Authority on a regular basis for the preceding consecutive three (3) years and has the personnel, equipment, and materials located within the boundaries of Lee County sufficient to constitute a present ability to perform the service or provide the goods for this project.

Please provide the following information:

Number of employees currently working in Lee County full time = _____

Projects completed in Lee County over the last consecutive three (3) years:

____________________________________ Began in 20____ Completed in 20____
____________________________________ Began in 20____ Completed in 20____
____________________________________ Began in 20____ Completed in 20____
____________________________________ Began in 20____ Completed in 20____
____________________________________ Began in 20____ Completed in 20____
____________________________________ Began in 20____ Completed in 20____

Current Lee County location of equipment, materials and personnel that will be used full time on this project:

____________________________________
____________________________________
____________________________________
____________________________________ (in Lee County, Florida)

☐ A firm whose principal place of business is located within the boundaries of an adjacent county with a reciprocal Local Vendor Preference agreement.

Please identify the firm name and physical address below:

____________________________________
____________________________________
____________________________________
____________________________________
FORM 7: LOCAL PREFERENCE AFFIDAVIT (Continued)

☐ Not a Local Vendor as defined by Lee County Ordinance 00-10, as amended by Lee County Ordinance Nos. 08-26 and 17-16.

_______________________________________
Printed Name

_______________________________________
Title

_______________________________________
Signature

Notary Public – State of ___________________
County of ______________________________
Sworn to and subscribed before me this _____ day of ______________, 20 _____________
Personally known ________________________ or produced identification _____________________.
My Commission Expires _________________
(Type of identification) ____________________

__________________________________________
Printed, typed or stamped commissioned name of Notary Public

[Remainder of page intentionally left blank]
Reference Survey Directions

For Bids this form will be requested from the apparent low Bidder prior to the award. Provide this form to a minimum of three references. The Authority reserves the right to verbally verify references.

1) Section 1: Bidder is to complete with reference respondent’s information prior to providing to them for their response. (This is not the Bidder’s information.)
2) Section 2: Enter the name of the Bidder; provide the project information that the reference respondent is to provide a response for.
3) Section 3: To be completed by the reference respondent.
4) Section 4: The reference respondent to print and sign name
5) A minimum of 3 reference responses are requested to be returned to the Procurement Agent.
6) Failure to obtain reference surveys may make your company non-responsive.
FORM 8: PROFESSIONAL REFERENCE SURVEY

Runway Rubber Removal at Southwest Florida International Airport
FOR THE LEE COUNTY PORT AUTHORITY
AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

<table>
<thead>
<tr>
<th>Section 1</th>
<th>Client/Reference Respondent Information – Please Print Legibly</th>
<th>Please return completed form to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name &amp; Title:</td>
<td></td>
<td>Procurement Agent: Megan Wilson</td>
</tr>
<tr>
<td>Company:</td>
<td></td>
<td>Due Date: 5/1/2020</td>
</tr>
<tr>
<td>Email:</td>
<td></td>
<td>Total # Pages:</td>
</tr>
<tr>
<td>Phone:</td>
<td></td>
<td>Phone: 239-590-4558</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Email: <a href="mailto:mlwilson@FlyLCPA.com">mlwilson@FlyLCPA.com</a></td>
</tr>
</tbody>
</table>

| Section 2 | | |
| Bidder Name: | | |
| Client’s Project Name: | | You or your company have been given as a reference on the project identified above. Please provide responses in section 3: |

| Section 3 | | |
| 1. | How long have you done business with this company? | |
| 2. | What type(s) of business have you done with this company? | |
| 3. | What is your overall impression of this company’s qualifications? | |

| | E (Excellent) | G (Good) | S (Satisfactory) | NS (Not Satisfactory) |
| 4. | How would you rate the Company’s overall service quality? | E | G | S | NS |
| 5. | How would you rate their supervisors and staffing? | E | G | S | NS |
| 6. | How would you rate their communication? | E | G | S | NS |
| 7. | How would you rate their preventative maintenance program? | E | G | S | NS |
| 8. | How would you rate their responsiveness? | E | G | S | NS |
| 9. | How would you rate their invoicing and reporting process? | E | G | S | NS |
| 10. | WOULD YOU USE THIS COMPANY AGAIN? | YES | NO |
| 11. | Do you have any additional comments regarding the quality of the services his company has furnished and performed at your facility? | | | | |
NO BID SUBMISSION (OPTIONAL FORM)

Note: This form is optional – Please return this form to the Purchasing Office if you are not submitting a bid.

NO BID SUBMISSION

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

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

______________ Services are not available through our company
______________ Our services do not meet the Scope of Services
______________ Circle one - Scope of Services were:

<table>
<thead>
<tr>
<th>not applicable</th>
<th>too rigid</th>
<th>too vague</th>
<th>not clearly understood</th>
<th>Insufficient time allowed for preparation</th>
</tr>
</thead>
</table>

______________ Other reason(s): ____________________________

How did you learn about this solicitation?

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

Name of Firm: ____________________________________________
Name of Individual: _______________________________________
Telephone Number: __________________ Fax: __________________
Email Address: ___________________________________________

DATE: ___________________________________________________
SERVICE PROVIDER AGREEMENT ATTACHED (Draft)
LEE COUNTY PORT AUTHORITY

SERVICE PROVIDER AGREEMENT

RFB 20-31MLW

RUNWAY RUBBER REMOVAL

AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

THIS SERVICE PROVIDER AGREEMENT is entered this _______ day of
__________, 2020, between the LEE COUNTY PORT AUTHORITY, a political
subdivision and special district of the State of Florida ("AUTHORITY"), at 11000 Terminal
Access Road, Suite 8671, Fort Myers, Florida, 33913, and ________________________, a
______________ corporation, authorized to do business in Florida ("PROVIDER"), at
__________________________, Federal Identification Number _________________.

WITNESSETH

WHEREAS, the Authority desires to obtain goods and/or services from Provider
as described below for the Runway Rubber Removal Project at the Southwest Florida
International Airport in Fort Myers, Florida; and,

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

WHEREAS, the Provider has reviewed the goods and/or services required under
this Agreement and has submitted a bid agreeing to provide the requested goods or
services, and states that it is qualified, willing and able to provide and perform all such
services and provide any goods required according to the provisions, conditions and
terms below and in accord with all governing federal, state and local laws and regulations;
and

WHEREAS, the Provider has been selected to provide the goods and/or services
described below as the result of a competitive selection process by Authority in accord
with any applicable Florida Statutes and the Authority's Purchasing Policy, as approved
by the Authority's Board of Port Commissioners.

Draft for Discussion Purposes Only
Port Authority Attorney's Office
3/26/2020
NOW, THEREFORE, in consideration of the foregoing and the provisions contained herein, and the mutual consideration described below, the parties agree as follows:

1.0 RECITALS

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

2.0 SCOPE OF SERVICES

Provider hereby agrees to provide the goods and/or perform the services required to complete the work set out in Exhibit "A", entitled "Scope of Services", which is attached hereto and made a part of this Agreement.

3.0 REQUEST FOR BIDS AND PROVIDER'S BIDS - INCORPORATION BY REFERENCE

The terms of the Request for Bids, and Provider's Bid received in response to that Request, including any supplementary representations from Provider to Authority during the selection process, are hereby merged into and incorporated by reference as part of this Agreement. If there are any conflicts between the terms of the Request for Bids and this Agreement, or the Provider's Bid and this Agreement, the terms of this Agreement will control. The parties acknowledge that the Authority has relied on Provider's representations and the information contained in Provider's Bid and that those representations and this information has resulted in the selection of Provider to provide goods or perform services under this Agreement.

4.0 NON-EXCLUSIVE AGREEMENT AND PROVIDER SELECTION

Provider acknowledges that this Agreement is non-exclusive and that it is Authority's intent to award an agreement to provide runway rubber removal services to two companies. Each company will be designated as either the "Primary" or "Secondary" Provider for services. The Primary Provider will be the Authority's first contact for the assignment of any work required under this Agreement. If the Primary Provider is unable to fulfill the Authority's needs or meet the required timeline for services, the Secondary Provider would be the next order of contact, as applicable. Additionally, the selection order may be changed by Authority at any time during the term of this Agreement as a result of deficient or non-compliant performance.

5.0 TERM OF AGREEMENT

The term of this Agreement begins on October 1, 2020, and will continue for one (1) year. The term of this Agreement may be extended at Authority's sole option for two (2) additional two (2) year terms upon agreement of the parties. To extend the term,
Authority agrees to notify Provider no less than thirty (30) days prior to expiration of the
initial term or any extension term. The parties will agree to the extension and any
modifications to the current term in a written extension agreement that is signed by both
parties.

6.0 LICENSES

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

7.0 PERSONNEL

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

Services performed under this Agreement shall be performed by Provider's own
staff, unless agreed in advance by the Authority.

8.0 STANDARDS OF SERVICE

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

9.0 INDEMNIFICATION AND HOLD HARMLESS

The Provider agrees to be liable for, and shall indemnify, defend and hold harmless
Lee County and Authority and their respective commissioners, officers, employees and
agents, from and against any and all claims, liabilities, suits, judgments for damages,
losses and expenses, including but not limited to court costs, expert witness and
professional consultation services, and reasonable attorneys' fees arising out of or
resulting from the Provider's services or provision of goods under this Agreement, or
Provider's errors, omissions, negligence, recklessness, or the intentional misconduct of
Provider or any agent, employee or other person employed or used by Provider in
performance of services under this Agreement regardless of whether or not caused by a
party indemnified hereunder.

Draft for Discussion Purposes Only
Port Authority Attorney's Office
3/26/2020
10.0 COMPENSATION AND METHOD OF PAYMENT

10.1 The Authority shall pay the Provider for all requested and authorized goods provided or services completed in accordance with the requirements, provisions, and/or terms of this Agreement based on the compensation schedule set forth in Exhibit "B," which is attached hereto and made a part of this Agreement, either in a Lump Sum/Not to Exceed Amount or for Work in Progress, based upon Provider's monthly invoice, as described in this Section.

10.2 METHOD OF PAYMENT

(a) PAYMENT PER SQUARE FOOT – Upon receipt of Provider’s invoice and Authority’s acceptance of Providers’ work, Authority will pay Provider as specified in Provider’s Bid and Exhibit “B”.

All invoices are understood and agreed to include all direct and indirect labor costs, personnel related costs, overhead and administrative costs, out-of-pocket expenses and costs, and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Provider as may be required and/or necessary to complete each and every task set forth in the Scope of Services.

(b) MONTHLY STATEMENTS - The Provider shall be entitled to submit not more than one invoice to the Authority for each calendar month. The monthly invoice shall cover services rendered and completed during the preceding calendar month. The Provider shall submit the invoices to the Authority's Finance Department. The Provider's invoice(s) shall be itemized to correspond to the basis of compensation as set forth in this Agreement. Invoices shall include an itemized description of the project, the amount of time expended, and a description of the goods and services provided. The invoices shall be accompanied by a monthly progress report specifying the activities of the previous month and the planned activities for the next month. Failure by the Provider to follow these instructions shall result in an unavoidable delay of payment by the Authority.

(c) PAYMENT SCHEDULE - The Authority shall issue payment to the Provider within thirty (30) calendar days after acceptance of the goods or services and receipt of an invoice from the Provider that is in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the Authority object or take exception to the amount of any Provider's invoice, the Authority shall notify the Provider of such objection or exception within thirty (30) days. If such objection or exception remains unresolved at the end of the thirty (30) day period, the Authority shall withhold the disputed amount and make payment to the Provider of all amounts not in dispute. Payment of any disputed
amount will be resolved by the mutual agreement of the parties to this Agreement.

11.0 FAILURE TO PERFORM

Should the Provider fail to commence, provide, perform and/or complete any of the services and work required under this Agreement in a timely and diligent manner, the Authority may consider such failure as cause to terminate this Agreement. As an alternative to termination, the Authority may, at its option, withhold any or all payments due and owing to the Provider, not to exceed the amount of the compensation for the work in dispute, until such time as the Provider resumes performance of its obligations in accordance with the time and schedule of performance requirements set forth in this Agreement.

12.0 AUTHORITY’S REPRESENTATIVE

The Maintenance Department Director shall administer this Agreement for Authority.

13.0 PUBLIC RECORDS

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

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

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

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

(3) **Airport Security Systems** - Section 281.301, Florida Statutes, exempts information relating to the security systems for any property owned by or leased to the Authority and any information relating to the security systems for any privately-owned or leased property which is in Authority’s possession, including all records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to or revealing such systems or information, and all meetings relating directly to or that would reveal such systems or information, is confidential and exempt from disclosure.
Section 119.071(3)(a)1. and 2., Florida Statutes, reiterates the security system exemption and expands upon it to include threat assessments; threat response plans; emergency evacuation plans; shelter arrangements; security manuals; emergency equipment; and security training as confidential and exempt from disclosure.

Provider agrees not to divulge, furnish or make available to any third person, firm or organization, without Authority's prior written consent, or unless incidental to the proper performance of Provider's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any confidential or exempt information concerning the services to be rendered by Provider hereunder. Provider shall require all of its employees, agents, subcontractors to comply with the provisions of this Article.

14. **PUBLIC RECORDS – COMPLIANCE WITH SECTION 119.0701, FLORIDA STATUTES**

To the extent Operator is “acting on behalf” of Authority in providing services under this Agreement, Operator specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

14.1 Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services required under this Agreement;

14.2 Upon request from the Authority, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

14.3 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

14.4 Meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of Operator upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology system of the Authority.
15.0 AIRPORT SECURITY REQUIREMENTS

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

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

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

Immediately upon the completion of any work requiring airport security access under this Agreement, or upon the resignation or dismissal or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the Provider, Provider shall notify the Airports Police Department that the Provider’s access authorization or that of any of Provider’s agents, employees, subcontractors, or invitees has changed. Provider will confirm that notice, by written confirmation on company letterhead, within twenty-four (24) hours of providing initial notice to the Airport’s Police Department.

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

16.0 ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The Provider shall not assign or transfer any of its rights, benefits or obligations hereunder without prior written approval of the Authority. The Provider shall have the right, subject to the Authority's prior written approval, to employ other persons and/or firms to serve as subcontractors to Provider for the Provider's performance of services and work under this Agreement.

17.0 PROVIDER AN INDEPENDENT CONTRACTOR

The Provider is an independent contractor and is not an employee or agent of the Authority. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the Authority and the Provider, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. Nor shall anything contained herein be deemed to give any such party a right of action against Authority beyond such right as might otherwise exist without regard to this Agreement.

18.0 INSURANCE

During the term of this Agreement, Provider shall provide, pay for, and maintain, with companies satisfactory to Authority, the types of insurance described herein. Promptly after execution of this Agreement by both parties, the Provider must obtain insurance coverages and limits required as set out below. Provider further agrees to provide Authority's Risk Manager with advance written notice of any cancellation, intent not to renew, material change or alteration, or reduction in the policies' coverages, except in the application of the Aggregate Limits provision of any policy. In the event of a reduction in the Aggregate Limit of any policy, Provider shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. If there is a cancellation, Provider agrees to obtain replacement coverage as soon as possible. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida.

The Authority reserves the right to reject insurance written by an insurer it deems unacceptable because of poor financial condition or other operational deficiency. All insurance must be placed with insurers with an A.M. Best Rating of not less than A-VII. Regardless of this requirement, Authority in no way warrants that the required minimum insurer rating is sufficient to protect the Provider from potential insurer insolvency.
The acceptance by Authority of any Certificate of Insurance evidencing the insurance coverages and limits required in this Agreement does not constitute approval or agreement by Authority that the insurance requirements have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the requirements of this Agreement.

All of Provider's insurance coverages shall be primary and non-contributory to any insurance or self-insurance program carried by Authority and applicable to work under this Agreement and shall include a waiver of subrogation in favor of Authority.

No work shall commence, or any goods be provided, under this Agreement unless and until the required Certificates of Insurance are received and approved by Authority.

18.1. INSURANCE REQUIRED

Before starting and until acceptance of the work or goods by Authority, Provider shall procure and maintain insurance of the types and to the limits specified in paragraphs 18.2.1 through 18.2.4, below. All liability insurance policies obtained by Provider to meet the requirements of this Agreement, other than Worker's Compensation and Employer's Liability and Professional Liability policies, shall name Authority as an additional insured as to the operations of Provider under this Agreement and shall contain the severability of interests provisions.

18.2. COVERAGES

The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) forms and endorsements or broader where applicable:

18.2.1. Commercial General Liability Insurance shall be maintained by Provider. Coverage shall also include, but not be limited to, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations, and Personal Injury and Advertising Coverages. If Provider provides any construction work, it must also include Products & Completed Operations, with the Completed Operations Coverage maintained for any project under this Agreement and then for not less than five (5) years following completion and acceptance by Authority. Limits of coverage shall not be less than the following for Bodily Injury, Property Damage and Personal Injury Combined Single Limits:

<table>
<thead>
<tr>
<th>Description</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>Per Occurrence</td>
<td>$5,000,000</td>
</tr>
</tbody>
</table>

If the General Liability insurance required herein is issued or renewed on a "claims made" form, as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of any services under this Agreement and shall

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Port Authority Attorney's Office
3/26/2020
provide that in the event of cancellation or non renewal the discovery period for insurance claims (Tail Coverage) shall be unlimited.

18.2.2. **Automobile Liability Insurance** shall be maintained by Provider as to ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles with limits of not less than:

- Bodily Injury Liability – Per Person $2,000,000 Combined Single Limit
- Property Damage $100,000
- OR
- Combined Single Limit $2,000,000 Per Accident

18.2.3. **Pollution Liability Insurance** - Provider shall maintain pollution liability insurance, including the cost of defense during the term of this Agreement and for a period of five (5) years following the completion of all services under this Agreement. Such coverage shall apply specifically to the services/scope of work outlined in the Agreement and shall include, but not limited to, Pollution Legal Liability (legal liability arising out of the discharge, dispersal, release, seepage, migration, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials or other irritants, contaminants, or pollutants) into or upon land, the atmosphere, or any watercourse or body of water, including groundwater at, under, or emanating from the site of services:

- Each Loss or Expense $2,000,000
- General Aggregate $2,000,000 per 1 year policy period

18.2.4. **Worker’s Compensation and Employers Liability Insurance** shall be maintained by Provider during the term of this Agreement for all employees engaged in the work under this Agreement, in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than:

- Worker’s Compensation Florida Statutory Requirements
  - Employer’s Liability
    - Each Accident $1,000,000
    - Disease Each Employee $1,000,000

The insurance company shall waive its Rights of Subrogation against Authority.

18.2.5. **Certificates of Insurance** - Provider must use Authority’s Certificate of Insurance attached as Exhibit “C” or a similar form acceptable to Authority’s Risk Manager to verify coverages. The Certificate of Insurance must be completed on a "sample only" basis by Provider’s insurance representatives and must be submitted for Authority’s review as to acceptability. Upon acceptance, the Certificates must be signed by an Authorized Representative of the insurance company/companies shown on the Certificates with proof that he or she is an authorized representative thereof. In addition,
copies of all insurance policies shall be provided to Authority, on a timely basis, if requested by Authority. If any insurance provided under this Agreement will expire prior to the completion of the work, renewal Certificates of Insurance on an acceptable form and copies of the renewal policies, if requested by Authority, shall be furnished to Authority thirty (30) days prior to the date of expiration.

18.2.6. **Failure to Maintain Insurance** - Should at any time Provider not maintain the insurance coverages required by this Agreement, Authority may cancel the Agreement or at its sole discretion is authorized to purchase such coverages and charge Provider for such coverages purchased. Authority shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Authority to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.

19.0 **NOTICE REGARDING PUBLIC ENTITY CRIMES**

Section 287.133(3)(a) (1995) requires the Authority to notify Bidder/Lessee/Tenant of the provisions of Section 287.133(2)(a) F.S.

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

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

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

20.0 **OWNERSHIP AND TRANSFER OF DOCUMENTS**

All documents such as art work, layouts and copy in draft or final form, photographs, mailing lists, printed materials, computer programs, memoranda, research notes, evaluations, reports and other records and data relating to the services specifically prepared or developed by the Provider under this Agreement shall be the property of the Provider, until the Provider has been paid for performing the services and work required to produce such documents.
Upon completion, suspension, or termination of this Agreement, all of the above documents, to the extent requested by the Authority, shall be delivered to the Authority or to any subsequent Provider within thirty (30) calendar days.

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

21.0 MAINTENANCE OF RECORDS

The Provider will keep and maintain adequate records and supporting documentation concerning the procurement and applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the Provider for a minimum of five (5) years from the date final payment has been made or termination of this Agreement, or for such period as required by law.

The Authority, the FAA, the Comptroller General of the United States and their authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement, and during the period set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the Provider.

22.0 NO THIRD PARTY BENEFICIARIES

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

23.0 GOVERNING LAW

This Agreement shall be interpreted, construed and governed by the laws of the State of Florida. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement shall be brought either in the Florida state courts in Lee County, Florida, or in the United States Federal District Court for the Middle District of Florida, Fort Myers Division. The prevailing party in any such suit or action shall be entitled to recover their reasonable attorneys' fees and court costs.

24.0 PROHIBITED INTERESTS

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

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

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

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

26.0 COVENANTS AGAINST DISCRIMINATION

26.1 DBE POLICY. It is the policy of the Department of Transportation (the "DOT") that Disadvantaged Business Enterprises ("DBE's") as defined in 49 CFR Part 23 and Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Part 26 apply to this Agreement. The Provider agrees to ensure that DBE's as defined in 49 CFR Part 23 and Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Provider shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 and Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts.

26.2 PROMPT PAYMENT REQUIREMENTS. Authority has adopted a DBE Program in compliance with 49 CFR Part 26, therefore, the following requirement will apply to all contracts funded, either wholly or in-part, with DOT financial assistance:

Provider agrees to pay each subconsultant under this contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment Provider receives from Authority. Provider agrees further to return any retainage payments to each subconsultant within thirty (30)
days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment beyond these time limits may occur only for good cause following written approval of the delay by Authority. This clause applies to both DBE and non-DBE subconsultants.

26.3 INCORPORATION OF PROVISIONS. Provider shall include the provisions of paragraphs 26.1 through 26.2 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Provider shall take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Provider may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Provider may request the United States to enter into such litigation to protect the interests of the United States.

27.0 NONDISCRIMINATION CLAUSE

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

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

28.0 GENERAL CIVIL RIGHTS CLAUSE

Provider must agree to comply with applicable statutes, Executive Orders and rules established to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability, be excluded from participating in any activity conducted with or benefitting from Federal assistance.

This provision binds the Provider and subcontractors from the bid solicitation period though the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
29.0 **E-VERIFY CLAUSE**

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

29.1. All persons employed by Provider during the term of this Agreement.

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

Provider further agrees that it will require each contractor or subcontractor performing work or providing services under this Agreement to enroll in and use the U.S. Department of Homeland Security's E-Verify Program for Employment Verification to verify the employment eligibility of all persons employed by the contractor or subcontractor during the term of this Agreement.

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

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

30.0 **HEADINGS**

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

31.0 **ENTIRE AGREEMENT**

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

32.1 All notices required and/or made pursuant to this Agreement to be given by either party to the other shall be in writing and shall be delivered by hand or by United States Postal Service, first class mail service, postage prepaid, and addressed to the following addresses of record:

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

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

33.0 TERMINATION

This Agreement may be terminated by the Authority at its convenience, or due to the fault of the Provider, by giving thirty (30) calendar days written notice to the Provider.

34.0 TERMINATION UNDER SECTION 287.135, F.S.

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

35.0 WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.
36.0 SECURING AGREEMENT DISCLOSURE

The Provider warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any person or company to secure this Agreement, other than a bonafide employee of Provider.

37.0 AMENDMENTS OR MODIFICATIONS

The terms of this Agreement may be amended, in writing, by the Agreement of both parties. Any modifications to the terms of this Agreement will only be valid when issued in writing as a properly executed Amendment to the Agreement and signed by both parties.

38.0 ACCEPTANCE

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

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

WITNESS: LEE COUNTY PORT AUTHORITY

By: ____________________________ By: ____________________________
     Purchasing Manager

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:

Witness

Witness

SEAL

PROVIDER

Authorized Signature for Provider

By:

Printed Name

Title
EXHIBIT "A"

SCOPE OF SERVICES

General

Provider will be required provide all labor, supervision, materials, tools and equipment, accessories and consumables necessary to perform high-pressure water removal of rubber and pavement markings from runway touchdown areas. Provider must provide any other items necessary or proper for, or incidental to, performing runway rubber removal services for the Authority at Southwest Florida International Airport (RSW) in accordance with these specifications. Services are to be provided upon the Authority's request and at various times during the term of the contract.

Estimated Quantities

Based on available historical data, there were approximately four cleanings under 90,000 square feet and five cleanings greater than 90,000 square feet performed during a typical twelve-month period. The estimated quantities set forth on the bid form represent the combined square footages for cleaning over and under 90,000 square feet and are for tabulation and evaluation purposes. No guarantee is expressed or implied as to the quantities ordered or amount of compensation paid during the term of this Agreement. Final payment for all services is based on the actual quantities of services performed.

Regulations

The Provider shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.

The Provider shall obtain all permits, licenses and certificates, or any approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, which are necessary for the proper execution of the work specified herein.

The Provider shall report immediately to the Authority's representative any spillage or dumping of hazardous materials caused or made by it or its subcontractor(s) while on Authority property. The Provider shall be responsible for all cleanup and any related costs incurred for such incidents.

During the term of this Agreement, the Provider shall keep current and, if requested by the Authority, provide copies of all licenses, registrations or permits that are required by applicable governing agencies to perform the require work. The Provider shall keep a copy of all licenses, registrations and permits on the jobsite while performing work.

Safety Data Sheets

The Provider shall comply with Federal and State right-to-know laws if hazardous materials are used in the work. SDS (Safety Data Sheets) shall be accessible and made available to all workers and Authority's representatives.

The Provider is required to inform all workers and persons affected by the work of the Safety Data Sheet(s) on all products being utilized. No materials or equipment will be left unattended or stored on the worksite at any time.
**Hours of Operation**

All activities must be coordinated with the Airport Facilities Maintenance Department.

All rubber removal operations must occur after the last scheduled flight each day with actual work to be performed between 11:30 P.M. and 5:00 A.M. (or between last and first flights). The starting time and finish time may be adjusted to accommodate schedule changes or flight delays. Work is to be conducted on consecutive days, regardless of weekend(s) until the requested work is completed, with pre and post inspections to be included in an 11:00 p.m. and 7:00 a.m. time frame.

Provider shall not perform any work during Authority's observed holidays without the prior written permission of the Authority. The Provider shall give the Authority sufficient advance notice to request working on Authority observed holidays to allow the Authority's representative to assess the impact that such work would have on Authority's scheduled operations and then approve or deny the request.

If an emergency condition is declared by either the Authority's Executive Director, the Director of Operations or their designee, the Provider will perform work during such hours as specified by the Authority.

**Personnel**

Provider shall consider all State and Federal regulations concerning the wages and hours of its employees, including but not limited to, the Florida Human Relations Act, the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.

Provider's personnel shall provide all services in a professional manner.

Provider shall provide a qualified and competent person onsite with the ability to converse in English, to supervise the performance of the work and to understand and carry out instructions during the performance of the work. This supervisor is responsible to supervise the operations and shall have the authority to represent and act on behalf of the Provider. It will be the Provider's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and/or around the work areas that relate to them or the services being performed by them under the proposed this Agreement. In addition, the Provider must have someone in attendance at all times who can communicate instructions to all employees.

Provider shall maintain a drug-free workplace within the meaning of the Florida Drug-free Workplace Act and no employee shall be retained for work on Authority's premises prior to such employee having tested negative for drugs. In addition, existing employees of the Provider must be subject to drug testing based upon reasonable suspicion of drug use. Testing will be at the successful Provider's expense.

Provider shall promptly remove from the airport any employee or employees that the Authority deems not satisfactory, and replace such personnel with employees satisfactory to the Authority; however in no event shall Authority be responsible for monitoring or assessing the suitability of any employee or agent of the Provider.

The Provider shall be responsible for ensuring that any articles found by its employees on Authority's premises are turned over to the Authority or the Authority's designated agent.
A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the Airport property. Each of the Provider's motor vehicles brought on the Authority's premises shall have the Provider's business name and/or logo prominently displayed on the vehicle.

While working on airport property all of the Provider's employees shall wear neat and clean clothing and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.

Identification and Access Requirements

All of the Provider's personnel and vehicles used in the performance of the work shall be subject to escort by an Authority representative(s). While on the airfield, the Provider's personnel shall remain at the jobsite within audible distance and in view range of an Authority representative(s). Failure to comply with this requirement, by any personnel, will result in immediate suspension of the work, removal of the personnel from the Airport, and possible termination of this Agreement.

Items Provided by the Authority

The Authority will provide an escort to accompany the Provider and its employees during all phases of the work that are inside the Airfield Operations Area (AOA). The Provider's vehicles and equipment will not be permitted in or on any other area inside the AOA without direction from the Authority's representative.

The Authority will provide an uncovered, fenced and paved storage/staging area for Provider's use at the Authority's Facilities Maintenance Complex during the term of this Agreement. Provider shall assume sole responsibility for all items stored and for the receipt, unloading, security, and handling of its equipment and materials at the storage/staging area. The storage/staging area and routes of ingress and egress to and from the specified work area(s) will be designated by the Authority. Provider shall remove all equipment and materials from the work site after each night's work and properly store all equipment and materials used in the performance of the work in the storage/staging area.

Water from a designated fire hydrant near the specified work area(s) will be furnished to the Provider at no cost. Provider shall be responsible to transport and furnish the Authority provided water from the designated source to the work location.

Tools and Equipment Required

The Provider shall provide all equipment necessary and shall utilize maximum safety precautions in the performance of the work.

The Provider shall be obligated to maintain equipment in safe operating condition at all times and shall ensure that such equipment performs to manufacturer's specification and is operated in compliance with proper safety procedures and practices.

The Provider shall be responsible for all maintenance of any equipment furnished by the Provider and will provide both parts and labor required for such maintenance.

Tools and equipment must be in a good state of repair, safe to use, and must be used in the manner in which they are intended.

Authority shall have the right at all times, but not the obligation, to examine all equipment, vehicles, tools, and supplies used by the Provider, or by its officers, employees, subcontractors or agents in the performance
of the work. If any of the above is deemed unsafe or not in good working condition, the Authority has the right to direct the Provider to remove it from service and repair or replace it promptly.

Warranty

The Provider shall notify the Authority promptly, in writing, of any damage the Provider discovers, whether or not such damage was caused by the Provider or its officers, employees, subcontractor or agents.

The Provider shall, at its sole expense and to the Authority's satisfaction, promptly repair any damage to Authority property caused by the Provider or its employees or agents. In the event the Provider has not repaired any such damage within fourteen (14) days after the Authority's written notice, the Authority may repair such damage at the expense of the Provider and deduct such cost from the next amount due the Provider under this Agreement. If no amounts are due under the agreement, Provider will reimburse the Authority for the cost of any repairs within fifteen (15) days of receiving notice from the Authority.

If damage is determined and/or the results of an inspection, evaluation, and/or test indicate the Provider has not met the requirements stated herein, the Provider shall be liable in accordance with the provisions of the agreement. If necessary, and if the Authority deems it in its best interest, the Authority may provide the Provider additional runway access time to rework failed areas.

Materials

For purposes of wastewater and rubber disposal, the Authority will provide designated area(s) and containers for disposal.

The Provider shall supply all necessary products or materials that may be required to perform the services specified herein.

Performance Requirements

The Provider shall perform all work in accordance with this Scope of Work, industry standards and manufacturers' specifications. The Provider shall adjust and coordinate its activities to meet the needs and requirements of the Authority and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the Authority.

Any work required beyond that which is specified herein shall be reported in advance to the Authority's representative. No work shall be performed outside of the specified scope of work by the Provider without prior written authorization from the Authority's representative.

Approximately thirty (30) days prior to a requested date of service the Authority's representative will coordinate with the Provider regarding the anticipated start date and estimated square footage requiring runway rubber and pavement markings removal, as well as the area of any ramp scrubbing, if applicable.

The Authority will use visual markers to designate the start and end points of the area(s) requiring service.

After Provider's arrival on-site, and prior to commencement of each requested service, the Authority's representative will conduct a pre-performance meeting. An authorized representative of the Provider shall attend this conference.
Runway Rubber Removal

At the beginning of each requested service the Provider will perform a Pre-Performance Demonstration/Test.

The Provider shall clean the specified areas in accordance with the following standards:

- A visual standard of a minimum of ninety (90%) percent of the surface texture exposed after cleaning as compared to a similar surface area, measured along the runway edge or on a surface that has not been exposed to aircraft tire rubber or the requested rubber removal service and/or;

- At the Authority's discretion, an applicable MU coefficient as determined by a Runway Friction Coefficient (RFC) test.

The runways are asphalt with grooves. Any damage to the existing runway surface, lights, or joints, to include but not limited to disintegrating/dislodging chunks of asphalt or section of joints or cracking or otherwise damaging lights, resulting from the Provider's activities shall be verified by visual inspection by the Authority. Repairs are the responsibility of the Provider.

All requested work shall be completed within the constraints of the rate of cleaning and the available time on the airfield. The Provider shall complete all requested work within thirty (30) calendar days after receipt of a written task authorization.

Once rubber removal procedures begin, they shall be continuous within the hours stated herein until the runway is complete, unless halted by an Authority representative.

After each cleaning operation, the Provider must flush the runway clean of all residues and clear the runway of all equipment.

Inspections, Evaluations or Tests

Pre-Performance Demonstration/Test: The Pre-Performance Demonstration/Test shall demonstrate the Provider's ability to remove rubber and pavement markings, at the rate and degree of cleanliness, without damage to the existing pavement surface, lights or joints, as specified by the FAA. The forty-five second Pre-Performance Demonstration/Test will consist of cleaning a fifty feet by two feet (50' x 2') section of runway, in an area of greatest buildup (as specified by the Authority's representative).

Provider shall remove rubber and pavement markings from the specified areas at a rate of ten thousand (10,000) square feet per hour. Wastewater and removed rubber/pavement markings and other debris shall be discarded by the Provider in the Authority designated area(s) and/or containers.

Provider will be allowed a maximum of three (3) attempts to successfully pass the Pre-Performance Demonstration/Test. If, after three attempts, the Provider fails to demonstrate its ability to perform the service, the Authority may elect to terminate this Agreement.

The use of chemicals, abrasive materials, grinders, detergents, and/or salt water is not allowed.

Performance Inspections/Evaluations: During or promptly after the performance of a requested service, the Authority reserves the right to conduct inspections or evaluations to determine if the service is being provided in compliance with these requirements. Inspections or evaluations may be made independently by the Authority's representative or its designee. If deemed necessary by the Authority, the results of such inspections or evaluations shall be documented in writing and submitted to the Provider. If deficiencies are
noted in a report, the Provider shall promptly take action to correct all deficiencies. Any deficiencies noted shall be corrected at no additional cost to the Authority.

Post-Performance Inspections, Evaluations and/or Tests may consist of visual inspection and/or Runway Friction Coefficient (RFC) tests. If the visual inspection or evaluation indicates significant damage or that the runway does not meet or exceed the visual standard, the Authority may, at its discretion, request a Runway Friction Coefficient test ("RFC"). If the Authority’s representative determines a RFC is necessary, the test will be scheduled to be conducted within five (5) working days of the Provider’s stated completion of service.

**Additional Services**
In an emergency, or as the Authority may from time to time request, the Provider shall be required to perform additional runway rubber and pavement markings removal and ramp scrubbing outside the scope of this Agreement and upon the written request of the Authority.

Compensation for such additional services shall be at the unit rate set forth in this Agreement.

**Use of Premises**
During the progress of the work, the Provider shall keep the premises free from the accumulation of waste materials and other debris resulting from the work.

If the Provider fails to accomplish the foregoing, the Provider may be held financially responsible for all penalties imposed upon and costs incurred by the Authority to remedy such failure.

**Safety and Protection**
The Provider shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Provider shall take all necessary precautions for safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons affected by the progress of the work.
**EXHIBIT “B”**

**COMPENSATION SCHEDULE**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Annual estimated quantity</th>
<th>Unit Price</th>
<th>Unit of measure</th>
<th>Estimated Price Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Rubber Removal less than ninety thousand (&lt;90,000) Square Feet</td>
<td>739,053</td>
<td>$</td>
<td>Square Foot</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>Rubber Removal greater than ninety thousand (≥90,000) Square Feet</td>
<td>31,445</td>
<td>$</td>
<td>Square Foot</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>Mobilization</td>
<td>9</td>
<td>$</td>
<td>Each</td>
<td>$</td>
</tr>
</tbody>
</table>

**Quantities are not guaranteed. Final payment will be based on actual quantities**
**EXHIBIT "C"**

**CERTIFICATE OF INSURANCE**

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

<table>
<thead>
<tr>
<th>Name and Address of Agency</th>
<th>COMPANIES AFFORDING COVERAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>COMPANY A</td>
</tr>
<tr>
<td></td>
<td>COMPANY B</td>
</tr>
<tr>
<td></td>
<td>COMPANY C</td>
</tr>
<tr>
<td></td>
<td>COMPANY D</td>
</tr>
<tr>
<td></td>
<td>COMPANY E</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Company Letter</th>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Effective Date</th>
<th>Policy Expiration Date</th>
<th>ALL LIMITS IN THOUSANDS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>GENERAL LIABILITY</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Commercial General Liability</td>
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</tr>
<tr>
<td></td>
<td>Owners &amp; Contractors</td>
<td></td>
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<tr>
<td></td>
<td>Protective</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>X.C.U. Coverage</td>
<td></td>
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<tr>
<td></td>
<td>Broad Form Property Damage</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Independent Contractors</td>
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</tr>
<tr>
<td></td>
<td>AUTOMOBILE LIABILITY</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Any Auto</td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>All owned Autos</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Scheduled Autos</td>
<td></td>
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<td></td>
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<tr>
<td></td>
<td>Hired Autos</td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Non-Owned Autos</td>
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</tr>
<tr>
<td></td>
<td>EXCESS LIABILITY</td>
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<tr>
<td></td>
<td>Umbrella Form</td>
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<tr>
<td></td>
<td>Other than Umbrella Form</td>
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<td></td>
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<tr>
<td></td>
<td>Claims Made</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>OCCURRENCE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>OTHER</td>
<td></td>
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</tbody>
</table>

☐ Contextual Liability Coverage

Description of Contract:

☐ the Certificate Holder has been named as an additional insured as respects the General, Automobile, and Excess Liability Policies described here;

☐ the General, Automobile and Excess Liability Policies described provide the severability of interest (cross liability) provision applicable to the named insured and the Certificate Holder.

☐ Copy of the agent's license, or other proof of representation, with each insurance company, named above must be attached to this certificate.

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**
<table>
<thead>
<tr>
<th>Lee County Port Authority</th>
</tr>
</thead>
<tbody>
<tr>
<td>11000 Terminal Access Road</td>
</tr>
<tr>
<td>Suite 871</td>
</tr>
<tr>
<td>Fort Myers, Florida 33913</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name and Address of Certificate Holder</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date Issued: __________________________</td>
</tr>
<tr>
<td>Authorized Representative: ____________</td>
</tr>
<tr>
<td>Address: ______________________________</td>
</tr>
<tr>
<td>Telephone #: __________________________</td>
</tr>
</tbody>
</table>

---

SPECIFIC PROJECT/LOCATION/VEHICLES/SPECIAL CONDITIONS:

---
CERTIFICATE OF INSURANCE EXPLANATION

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

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

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

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

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

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

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

SEVERABILITY OF INTERESTS PROVISION

With respect to claims involving any insured as interest hereunder, each such interest shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured. This agreement, however, shall not operate to increase the limits of the Insurance Company's liability.
Posted Date: April 10, 2020

Solicitation #: RFB 20-31MLW

Solicitation Name: Runway Rubber Removal

Subject: Addendum Number 1

Companies and other interested parties are officially informed that the above-referenced Request for Bids is hereby revised, changed, and supplemented as set forth herein. This addendum is hereby incorporated in and made a part of the above referenced RFB.

Receipt of this addendum must be acknowledged on Form 1, Bidder’s Certification.

Q1. Update bid submission language; Part A.02.

A. The Authority is accepting electronic bid submittals to IonWave at www.Ionwave.net up until the date and time indicated on the cover sheet of this Request for Bids. Hard copy or bids sent electronically directly to the Port Authority will not be accepted. Faxed bids will not be accepted.

Q2. Update Term; Part B, # 4

A. The term of the agreement is being revised as follows:

The term of any agreement resulting from award of this Request for Bids will be two (2) years. The Authority will reserve the option to extend the term of the agreement for two (2) additional two (2) year terms, on the same terms and conditions and at the Authority’s sole discretion. If the Authority exercises both options the total term of the agreement will be six (6) years.

END OF ADDENDUM

Melissa Wendel, CPPO
Procurement Manager

cc: Gregory Hagen, Port Authority Attorney
    James Furiosi, Maintenance Department Director
    Richard Keene, Senior Manager, Facilities
    Megan Wilson, Procurement Agent
**Posted Date:** April 23, 2020  
**Solicitation #:** RFB 20-31MLW  
**Solicitation Name:** Runway Rubber Removal  
**Subject:** Addendum Number 2

Companies and other interested parties are officially informed that the above-referenced Request for Bids is hereby revised, changed, and supplemented as set forth herein. This addendum is hereby incorporated in and made a part of the above referenced RFB.

*Receipt of this addendum must be acknowledged on Form 1, Bidder’s Certification.*

<table>
<thead>
<tr>
<th>1. Is there a budget amount available to the public?</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. The estimated budgeted amount for Runway Rubber Removal is between $45,000 to $60,000 yearly.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Is there a planholders list available that could be emailed to me?</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. As of 4/21/2020 the following companies have downloaded the solicitation documents.</td>
</tr>
</tbody>
</table>

- Jani King Of Fort Myers
- Monarch Graphics
- Construct Connect
- Danton Hydroblasting
- E & H Car Crushing Co. Inc.
- More Power LLC

<table>
<thead>
<tr>
<th>3. Please amend the following: Minimum Qualifications, Part B, Section #1, page 11, add the following.</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Bidder must have (3) three years experience with the services related to the subject of this RFB scope.</td>
</tr>
</tbody>
</table>

**Reminder:** Submittals are due: Friday, May 01, 2020, prior to 2:00 PM (local time).

Melissa Wendel, CPPO  
Procurement Manager  
cc: Gregory Hagen, Port Authority Attorney  
James Furiosi, Maintenance Department Director  
Richard Keene, Senior Manager, Facilities  
Megan Wilson, Procurement Agent
DANTON HYDROBLASTING, LLC
119 Commerce Way, Suite B
Sanford, FL 32771

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

RFB 20-31MLW
Runway Rubber Removal for the Southwest Florida Airport

PURCHASING OFFICE DESIGNATED CONTACT
Megan Wilson, Procurement Agent
Telephone: (239) 590-4558
E-Mail: mlwilson@FlyLCPA.com
designee. If deemed necessary by the Authority, the results of such inspections or evaluations shall be documented in writing and submitted to the successful Bidder. If deficiencies are noted in a report, the successful Bidder shall promptly take action to correct all deficiencies. Any deficiencies noted shall be corrected at no additional cost to the Authority.

Post-Performance Inspections, Evaluations and/or Tests may consist of visual inspection and/or Runway Friction Coefficient (RFC) tests. If the visual inspection or evaluation indicates significant damage or that the runway does not meet or exceed the visual standard, the Authority may, at its discretion, request a Runway Friction Coefficient test ("RFC"). If the Authority’s representative determines a RFC is necessary, the test will be scheduled to be conducted within five (5) working days of the successful Bidder’s stated completion of service.

Additional Services
In an emergency, or as the Authority may from time to time request, the successful Bidder shall be required to perform additional runway rubber and pavement markings removal and ramp scrubbing outside the scope of the agreement and upon the written request of the Authority.

Compensation for such additional services shall be at the unit rate set forth in the service provider agreement.

Use of Premises
During the progress of the work, the successful Bidder shall keep the premises free from the accumulation of waste materials and other debris resulting from the work.

If the successful Bidder fails to accomplish the foregoing, the successful Bidder may be held financially responsible for all penalties imposed upon and costs incurred by the Authority to remedy such failure.

Safety and Protection
The Successful Bidder shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Successful Bidder shall take all necessary precautions for safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons affected by the progress of the work.

[END OF SECTION D]

PART E – FORMS
Note: This form must be submitted with the bidder’s bid submittal

FORM 1: BIDDER’S CERTIFICATION

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

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid.
I hereby propose to provide the services requested in this bid. I agree to hold pricing for at least 150 calendar days so that the Authority will have time to properly evaluate this bid. I agree that the Authority terms and conditions (http://www.flylcpa.com/purchasing/) herein shall take precedence over any conflicting terms and conditions submitted with the bid and agree to abide by all conditions of this document.

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

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

NAME OF BUSINESS

AUTHORIZED SIGNATURE

NAME, TITLE, TYPED

FEDERAL IDENTIFICATION #

MAILING ADDRESS

CITY, STATE & ZIP CODE

TELEPHONE NUMBER / FAX NUMBER

EMAIL ADDRESS

State of: Florida

County of: Seminole

This foregoing instrument was acknowledged before me this 1st day of May 2020, by Tom Underwood, who is personally known to me or produced as identification.

Signature of Notary

Serial/Commission No.
FORM 2: OFFICIAL BID FORM

BID NO. RFB 20-31MLW BIDDER'S NAME: DANTON HYDROBLASTING LLC

RECEIVING DATE: FRIDAY, MAY 01, 2020

PRIOR TO 2:00 P.M. LOCAL TIME

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

The Undersigned, hereinafter called "BIDDER," having become familiar with the local conditions, nature, and extent of the work, and having examined carefully the bid documents in, including but not limited to, Instructions to Bidders, Special Instructions and Requirements, Insurance and Bonding Requirements, Scope of Work, Disadvantaged Business Enterprise Program requirements, forms, and other contract documents, and having fulfilled bid requirements herein, agrees to furnish all labor, materials, equipment, and other items, facilities and services for the purchase of:

Runway Rubber Removal at Southwest Florida International Airport

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

PRICING:
In the event of a mathematical discrepancy, the unit prices will prevail and the corrected extension(s) and total(s) will be considered the price.

The Authority will only accept bids submitted on non-altered bid forms provided by the Authority. Bids submitted on other forms, other than those provided by the Authority will be deemed non-responsive and ineligible for award.

For bidding purposes there are approximately four (4) cleanings under 90,000 square feet and five (5) cleanings greater than 90,000 square feet based on historical data. The estimated quantities set out on the bid form are provided for tabulation and evaluation purposes. No guarantee is expressed or implied as to the quantities to be ordered or dollars spent, during the term of the agreement. Final payment for services shall be based on actual quantities provided.
SOLICITATION: RFB 20-31- Runway Rubber Removal at Southwest Florida Airport

By submission the Bidder here by acknowledges they are familiar with the local conditions, nature and extent of the work, and having examined carefully the quote documents, including but not limited to, Information For Bidders, Special Instructions and Requirements, Scope of Work and other Contract Documents, and having fulfilled quote requirements herein, the successful Bidder shall provide all labor, supervision, materials, tools and equipment, accessories and consumables necessary to perform high-pressure water removal of rubber and pavement markings from runway touchdown areas and all other items necessary or proper for, or incidental to, performing runway rubber removal services for the Authority in accordance with these specifications. Services will be provided upon the Authority’s request at various times during the term of the contract, based on the following quote schedule:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit Price</th>
<th>Annual estimated quantity</th>
<th>Unit of measure</th>
<th>Estimated Price Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Rubber Removal less than ninety thousand (&lt;90,000) thousand Square Feet</td>
<td>$0.07</td>
<td>739,053</td>
<td>Square Foot</td>
<td>$5,173.71</td>
</tr>
<tr>
<td>2</td>
<td>Rubber Removal greater than ninety thousand (≥90,000) thousand Square Feet</td>
<td>$0.10</td>
<td>31,445</td>
<td>Square Foot</td>
<td>$3,144.50</td>
</tr>
<tr>
<td>3</td>
<td>Mobilization</td>
<td>$2.450</td>
<td>9</td>
<td>Each</td>
<td>$22,050.00</td>
</tr>
</tbody>
</table>

**Quantities are not guaranteed. Final payment will be based on actual quantities.

Grand Total Quote (Items 1-3) $76,928.21
FORM 3: LOBBYING AFFIDAVIT

STATE OF: FLORIDA

COUNTY OF: SEMINOLE

Tom Underwood, 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 DANTON HYDROBLASTING, LLC, (Bidder), maker of the attached bid and that neither the Bidder nor its agents have lobbied to obtain an award of the Agreement required by this Bid from the Lee County Board of Port Commissioners, members of the Airways Special Management Committee, or employees of the Lee County Port Authority, individually or collectively, regarding this Authority Bids. The prospective Bidder further states that it has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. 1352 and 49 CFR Part 20 and the Lee County Lobbying Ordinance, No. 03-14.

AFFIANT

The foregoing instrument was acknowledged before me on May 1, 2020, by Tom Underwood, (name of person, officer or agent, title of officer or agent), of DANTON HYDROBLASTING, LLC, (corporation or partnership, if applicable), a Florida limited liability company, (State of incorporation or partnership, if applicable), for the corporation the known to me or has produced ______________________ as identification.

Signature of person taking acknowledgment

Pamela J. Freedom

Name typed, printed, or stamped

(Title or rank)

Pamela J. Freedom

Signature of Notary (Serial or Commission No.)

NOTE: THIS FORM IS REQUIRED FROM ALL BIDDERS

Page 25 of 34
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:

[Signature]  
Tom Underwood  
President  
DANTON HYDRO BLASTING, LLC
FORM 5: BIDDER’S SCRUTINIZED COMPANIES CERTIFICATION

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

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

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

[Signature]

Notary Public
State of Florida
County of Seminole

Sworn to and subscribed before me this 1st day of May, 2020, by Tom Underwood who produced the following as identification

__________________________ (Type of identification) or is personally known to me. My

Commission Expires

[stamp or seal]

Pamela J. Freedom
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG287051
Expires 3/9/2023

[Signature of Notary Public]

Pamela J. Freedom

[Typed or printed name]
FORM 6: LOCAL PREFERENCE AFFIDAVIT

The firm submitting the attached bid is either (please check one):

☐ A firm whose principal place of business is located within the boundaries of Lee County, Florida.

Please identify the firm name and physical address below:


(in Lee County, Florida)

☐ A firm that has provided goods or services to Lee County or the Lee County Port Authority on a regular basis for the preceding consecutive three (3) years and has the personnel, equipment, and materials located within the boundaries of Lee County sufficient to constitute a present ability to perform the service or provide the goods for this project.

Please provide the following information:

Number of employees currently working in Lee County full time = ______

Projects completed in Lee County over the last consecutive three (3) years:


Current Lee County location of equipment, materials and personnel that will be used full time on this project:


(in Lee County, Florida)

☐ A firm whose principal place of business is located within the boundaries of an adjacent county with a reciprocal Local Vendor Preference agreement.

Please identify the firm name and physical address below:


Page 28 of 34
FORM 7: 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.

[Signature]

Printed Name

Pamela J. Freedon

Notary Public – State of Florida
County of Seminole

Sworn to and subscribed before me this 1st day of May, 2020

Pamela J. Freedon

[Remainder of page intentionally left blank]
**FORM 8: PROFESSIONAL REFERENCE SURVEY**

**RFB 20-31MLW**

Runway Rubber Removal at Southwest Florida International Airport
FOR THE LEE COUNTY PORT AUTHORITY
AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

<table>
<thead>
<tr>
<th>Section 1</th>
<th>Client/Reference Respondent Information – Please Print Legibly</th>
<th>Please return completed form to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name &amp; Title:</td>
<td>Brian Boatner - President</td>
<td>Procurement Agent: Megan Wilson</td>
</tr>
<tr>
<td>Company:</td>
<td>Roads and Runways</td>
<td>Due Date: 5/1/2020</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:roadsandrunways@aol.com">roadsandrunways@aol.com</a></td>
<td>Total # Pages:</td>
</tr>
<tr>
<td>Phone:</td>
<td>(386) 255-4521</td>
<td>Phone: 239-596-4558</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder Name:</td>
</tr>
<tr>
<td>Client’s Project Name:</td>
</tr>
</tbody>
</table>

**You or your company have been given as a reference on the project identified above. Please provide responses in section 3:**

1. How long have you done business with this company? **7 Years**

2. What type(s) of business have you done with this company? **We have worked together cleaning and striping airfields.**

3. What is your overall impression of this company’s qualifications? **Excellent! Great equipment, great management!**

<table>
<thead>
<tr>
<th>E (Excellent)</th>
<th>G (Good)</th>
<th>S (Satisfactory)</th>
<th>NS (Not Satisfactory)</th>
</tr>
</thead>
<tbody>
<tr>
<td>E</td>
<td>G</td>
<td>S</td>
<td>NS</td>
</tr>
<tr>
<td>E</td>
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<td>NS</td>
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<tr>
<td>E</td>
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<tr>
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</tr>
<tr>
<td>E</td>
<td>G</td>
<td>S</td>
<td>NS</td>
</tr>
<tr>
<td>YES</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. How would you rate the Company’s overall service quality? **E**
5. How would you rate their supervisors and staffing? **E**
6. How would you rate their communication? **E**
7. How would you rate their preventative maintenance program? **E**
8. How would you rate their responsiveness? **E**
9. How would you rate their invoicing and reporting process? **E**
10. **WOULD YOU USE THIS COMPANY AGAIN?** **YES**
11. Do you have any additional comments regarding the quality of the services his company has furnished and performed at your facility? **Danton is the best in the business. I only use them on my airfield projects.**

**Brian Boatner 4/24/20**

Page 31 of 34
FORM 8: PROFESSIONAL REFERENCE SURVEY

RFB 20-31MLW
Runway Rubber Removal at Southwest Florida International Airport
FOR THE LEE COUNTY PORT AUTHORITY
AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

Section 1

| Name & Title: | Phil Farnstrom - Airport Operations Supervisor |
| Company: | Daytona Beach International Airport |
| Email: | pfarnstrom@volusia.org |
| Phone: | (386) 248-8030 Ext 18371 |

Section 2

| Bidder Name: | Danton Hydroblasting, LLC |
| Client's Project Name: | Runway Rubber Removal for the Southwest Florida Airport |

You or your company have been given as a reference on the project identified above. Please provide responses in section 3:

Section 3

1. How long have you done business with this company?

3 Years

2. What type(s) of business have you done with this company?

Water Blasting / Marking Removal & Rubber Removal

3. What is your overall impression of this company's qualifications?

Danton is very qualified and familiar with the airport & runway environment

<table>
<thead>
<tr>
<th>E (Excellent)</th>
<th>G (Good)</th>
<th>S (Satisfactory)</th>
<th>NS (Not Satisfactory)</th>
</tr>
</thead>
<tbody>
<tr>
<td>4. How would you rate the Company's overall service quality?</td>
<td>E</td>
<td>G</td>
<td>S</td>
</tr>
<tr>
<td>5. How would you rate their supervisors and staffing?</td>
<td>E</td>
<td>G</td>
<td>S</td>
</tr>
<tr>
<td>6. How would you rate their communication?</td>
<td>E</td>
<td>G</td>
<td>S</td>
</tr>
<tr>
<td>7. How would you rate their preventative maintenance program?</td>
<td>E</td>
<td>G</td>
<td>S</td>
</tr>
<tr>
<td>8. How would you rate their responsiveness?</td>
<td>E</td>
<td>G</td>
<td>S</td>
</tr>
<tr>
<td>9. How would you rate their invoicing and reporting process?</td>
<td>E</td>
<td>G</td>
<td>S</td>
</tr>
<tr>
<td>10. WOULD YOU USE THIS COMPANY AGAIN?</td>
<td>YES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Do you have any additional comments regarding the quality of the services his company has furnished and performed at your facility?</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Lisandro and the rest of the Danton team have provided excellent customer service & work quality at Daytona Beach Int for the past 3 years. We will be requesting Danton's services for Rubber Removal on our primary runway in May. They provide excellent service!

Page 31 of 34

4-23-2020
**FORM 8: PROFESSIONAL REFERENCE SURVEY**

RFB 20-31MLW

Runway Rubber Removal at Southwest Florida International Airport

FOR THE LEE COUNTY PORT AUTHORITY

AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

<table>
<thead>
<tr>
<th>Section 1</th>
<th>Client/Reference Respondent Information – Please Print Legibly</th>
<th>Please return completed form to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name &amp; Title:</td>
<td>Michael A. Baker - Manager, Airport Operations and Facilities</td>
<td>Procurement Agent: Megan Wilson</td>
</tr>
<tr>
<td>Company:</td>
<td>Ocala International Airport</td>
<td>Due Date: 5/1/2020</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:mabaker@ocalafl.org">mabaker@ocalafl.org</a></td>
<td>Total # Pages:</td>
</tr>
<tr>
<td>Phone:</td>
<td>(352) 629-8377</td>
<td>Phone: 239-590-4558</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section 2</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder Name:</td>
<td>Danton Hydroblasting, LLC</td>
</tr>
<tr>
<td>Client's Project Name:</td>
<td>Runway Rubber Removal for the Southwest Florida Airport</td>
</tr>
</tbody>
</table>

**You or your company have been given as a reference on the project identified above. Please provide responses in section 3:**

1. **How long have you done business with this company?**
   - 2 Years

2. **What type(s) of business have you done with this company?**
   - Airport runway marking cleaning

3. **What is your overall impression of this company's qualifications?**
   - Very good

<table>
<thead>
<tr>
<th>E (Excellent)</th>
<th>G (Good)</th>
<th>S (Satisfactory)</th>
<th>NS (Not Satisfactory)</th>
</tr>
</thead>
<tbody>
<tr>
<td>E</td>
<td>G</td>
<td>S</td>
<td>NS</td>
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</tr>
<tr>
<td>E</td>
<td>G</td>
<td>S</td>
<td>NS</td>
</tr>
</tbody>
</table>

4. **How would you rate the Company's overall service quality?**

5. **How would you rate their supervisors and staffing?**

6. **How would you rate their communication?**

7. **How would you rate their preventative maintenance program?**

8. **How would you rate their responsiveness?**

9. **How would you rate their invoicing and reporting process?**

10. **WOULD YOU USE THIS COMPANY AGAIN?**
    - YES
    - NO

11. **Do you have any additional comments regarding the quality of the services his company has furnished and performed at your facility?**
    - Danton was very good to work with for the type of work we needed. They put in the time and effort to ensure that we were satisfied with the work.

Michael A. Baker
Airport Operations Manager
4/28/20
2020 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L11000049639
Entity Name: DANTON HYDROBLASTING, LLC

Current Principal Place of Business:
119 COMMERCE WAY
STE. B
SANFORD, FL 32771

Current Mailing Address:
119 COMMERCE WAY
STE. B
SANFORD, FL 32771 US

FEI Number: 45-2039616  Certificate of Status Desired: No

Name and Address of Current Registered Agent:
UNDERWOOD, THOMAS J
603 CENTRAL PARK DR.
SANFORD, FL 32771 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Authorized Person(s) Detail:

Title    MGRM
Name     UNDERWOOD, THOMAS J
Address  119 COMMERCE WAY
         STE. B
City-State-Zip: SANFORD FL 32771

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: THOMAS UNDERWOOD   MGRM   02/05/2020

Electronic Signature of Signing Authorized Person(s) Detail

ORIGINAL
State of Florida  
Department of State

I certify from the records of this office that DANTON HYDROBLASTING, LLC is a limited liability company organized under the laws of the State of Florida, filed on April 27, 2011.

The document number of this limited liability company is L11000049639.

I further certify that said limited liability company has paid all fees due this office through December 31, 2020, that its most recent annual report was filed on February 5, 2020, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-ninth day of April, 2020

Secretary of State

Tracking Number: 8136158449CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Fillings/CertificateOfStatus/CertificateAuthentication
SEMINOLE COUNTY BUSINESS TAX RECEIPT
JOEL M. GREENBERG, SEMINOLE COUNTY TAX COLLECTOR
PO BOX 630, SANFORD, FL 32772 • 407-665-1000
WWW.SEMINOLECOUNTY.TAX
VALID THROUGH 09/30/20

DANTON HYDROBLASTING LLC
119 COMMERCE WAY #B
SANFORD, FL 32771

TOM UNDERWOOD (OFFICER)

Account #: 194428
NOT REGULATED

**SANFORD CITY LICENSE REQUIRED**

Receipt #: 10462019100200047 Amount Paid: $25.00 Date Paid: 10/02/2019

ORIGINAL
2020

LOCAL BUSINESS TAX RECEIPT
VALID THROUGH SEPTEMBER 30, 2020

DANTON HYDROBLASTING LLC
119 COMMERCE WAY B
SANFORD FL 32771

This receipt is a local business tax only. It does not permit the local business taxpayer to violate any existing zoning or regulatory laws of the state or county, nor does it exempt the business taxpayer from any other license or permits required by law.

**Issue Date:** 10/01/2019  **BTR #:** BTR19-031198

**Business Location:** 119 COMMERCE WAY

<table>
<thead>
<tr>
<th>Classification</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Fire Inspection Fee</td>
<td>75.00</td>
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<tr>
<td>Contractor</td>
<td>150.00</td>
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<tr>
<td><strong>TOTAL:</strong></td>
<td>225.00</td>
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</table>

Comments:
Restrictions:

SEMINOLE COUNTY TAX RECEIPT REQUIRED
ORIGINAL TAX RECEIPT MUST BE DISPLAYED ON PREMISES
# Certificate of Liability Insurance

## Coverages

<table>
<thead>
<tr>
<th>INSURER(S) AFFORDING COVERAGE</th>
<th>NAIC #</th>
<th>INSURER A: Crum &amp; Forster Specialty Insurance Company</th>
<th>44520</th>
</tr>
</thead>
<tbody>
<tr>
<td>INSURER B: Clear Blue Insurance Company, Inc.</td>
<td>28860</td>
<td></td>
<td></td>
</tr>
<tr>
<td>INSURER C: Insurance Company of the West</td>
<td>27847</td>
<td></td>
<td></td>
</tr>
<tr>
<td>INSURER D: Allianz Global Corp &amp; Specialty AG</td>
<td>NA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Important Notice
If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## Insured
Danton Hydroblasting, LLC
119 Commerce Way, Suite B
Sanford, FL 32771

## Certificate Number:

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECT DATE</th>
<th>POLICY EXPIRATION DATE</th>
<th>LIMITS</th>
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</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>EPK-127254</td>
<td>6/10/2019</td>
<td>6/10/2020</td>
<td>EACH OCCURRENCE: $1,000,000; DAMAGE TO RENTED PREMISES (EA occurrence): $50,000; MWDFP (Any one person): $5,000; PERSONAL &amp; ADJ INJURY: $1,000,000; GENERAL AGGREGATE: $2,000,000; PRODUCTS - COMP/OP AGG: $2,000,000; POLLUTION LIABILITY: $1,000,000</td>
</tr>
<tr>
<td>B</td>
<td>AUTOMOBILE LIABILITY</td>
<td>A1YFL000460-01</td>
<td>6/10/2019</td>
<td>6/10/2020</td>
<td>COMBINED SINGLE LIMIT (EA accident): $1,000,000;odie INJURY (Per person): $1,000,000; BODILY INJURY (Per accident): $1,000,000; PROPERTY DAMAGE (Per accident): $1,000,000</td>
</tr>
<tr>
<td>A</td>
<td>UMBRELLA LIABILITY</td>
<td>EFX-112951</td>
<td>6/10/2019</td>
<td>6/10/2020</td>
<td>EACH OCCURRENCE: $5,000,000; AGGREGATE: $5,000,000; Policy Agg: $5,000,000</td>
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<tr>
<td>C</td>
<td>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>WFL 5036858 02</td>
<td>6/10/2019</td>
<td>6/10/2020</td>
<td>PER STATUTE: $1,000,000; OTHER: $1,000,000; E.L EACH ACCIDENT: $1,000,000; E.L DISEASE - EA EMPLOYEE: $1,000,000; E.L DEPART - POLICY LIMIT: $1,000,000</td>
</tr>
<tr>
<td>D</td>
<td>Equipment Floater</td>
<td>SML 93973288</td>
<td>6/10/2019</td>
<td>6/10/2020</td>
<td>Limit: $2,146,660</td>
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<td>A</td>
<td>Pollution Legal Liab</td>
<td>EPK-127254</td>
<td>6/10/2019</td>
<td>6/10/2020</td>
<td>Limit: $1,000,000</td>
</tr>
</tbody>
</table>

## Description of Operations
ACORD 101, Additional Remarks Schedule, may be attached if more space is required. The Lee County Port Authority, its officers, officials, and employees are recognized as Additional Insured on a primary, non-contributory basis with respect to General Liability and Auto Liability as required by written contract per forms listed below. Waiver of Subrogation is included in favor of ... with respect to General Liability, Auto Liability, and Workers' Compensation as required by written contract per forms listed below. Umbrella follows form. Endorsement forms numbers: Gen Liab: AI SPE0208-0015 Completed OPs, Auto: APE0208-0015; PNC: SPE0212-0015; WOS: SPE0214-0015; Auto: AI - G ADLIN-B 08-14, PNC - Q PNC 03-17, WOS WAIVER-B 06-14: WC; WOS000313 4-84

## Certificate Holder
Lee County Port Authority Risk Manager
11000 Terminal Access Road, Ste. 8671
Fort Myers, FL 33913

## Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Authorized Representative

ACORD 25 (2016/03) ©1988-2015 ACORD CORPORATION. All rights reserved.
Clear Blue Insurance Company

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
GARAGE COVERAGE FORM

THIS ENDORSEMENT, EFFECTIVE ON 6/10/2019 AT 12:01 A.M. STANDARD TIME,
FORMS A PART OF POLICY NUMBER AQ1YFL000460-01 OF Clear Blue Insurance
Company ISSUED TO Danton Hydroblasting LLC

IT IS UNDERSTOOD AND AGREED THAT THE FOLLOWING IS ADDED AS AN
ADDITIONAL INSURED HEREUNDER BUT ONLY AS RESPECTS LIABILITY
ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, AND THAT
THE INCLUSION OF SUCH ADDITIONAL INSURED SHALL NOT SERVE TO
INCREASE THE COMPANY'S LIMIT OF LIABILITY AS SPECIFIED IN THE
DECLARATIONS OF THIS POLICY. THIS ENDORSEMENT APPLIES TO
ADDITIONAL INSUREDs ADDED, AS REQUIRED BY WRITTEN CONTRACT,
PRIOR TO THE OCCURRENCE OF ANY LOSSES.

BLANKET AS REQUIRED BY WRITTEN CONTRACT

$100.00 FULLY EARNED FLAT CHARGE
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY—OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance – Primary and Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form’s Covered Autos Liability Coverage is primary and will not seek contribution from any other insurance available to an “insured” under your policy provided that:

1. Such “insured” is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such “insured.”
Clear Blue Insurance Company

WAIVER OF SUBROGATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
GARAGE COVERAGE FORM

THIS ENDORSEMENT, EFFECTIVE ON 6/10/2019 AT 12:01 A.M., STANDARD TIME, FORMS A PART OF POLICY NUMBER AQ1YFL000460-01 OF Clear Blue Insurance Company ISSUED TO Danton Hydroblasting LLC

IT IS AGREED THAT THE COMPANY RECOGNIZES THE VALIDITY OF ANY WAIVER OF SUBROGATION WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS POLICY IN CONNECTION WITH THE OPERATION OF ANY INSURED AUTOMOBILE, IF SUCH WAIVER WAS EXECUTED BY NAMED INSURED, AS REQUIRED BY WRITTEN CONTRACT, IN WRITING PRIOR TO THE OCCURRENCE OF ANY LOSS.

BLANKET AS REQUIRED BY WRITTEN CONTRACT

$100.00 FULLY EARNED FLAT CHARGE

Q WAIVER-B 08 14
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

SERVICE PROVIDERS ENVIRONMENTAL COVERAGE FORM

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
<th>Location And Description Of Completed Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Where Required By Written Contract.</td>
<td>Where Required By Written Contract.</td>
</tr>
</tbody>
</table>

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "clean-up costs" caused, in whole or in part, by 'your work' at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance And Deductible:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

SERVICE PROVIDERS ENVIRONMENTAL COVERAGE FORM

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
<th>Location(s) Of Covered Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Where Required By Written Contract.</td>
<td>Where Required By Written Contract.</td>
</tr>
</tbody>
</table>

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury" or "clean-up costs" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury", "property damage" or "clean-up costs" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance And Deductible**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.
PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

SERVICE PROVIDERS ENVIRONMENTAL COVERAGE FORM

SCHEDULE

<table>
<thead>
<tr>
<th>Additional Insured(s):</th>
<th>Specified Project or Premises:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Where Required By Written Contract.</td>
<td>Where Required By Written Contract.</td>
</tr>
</tbody>
</table>

In consideration of the premium charged, it is hereby agreed that, solely with respect to the specified project or premises shown in the above Schedule of this endorsement and subject to all terms, conditions and exclusions of this policy, this insurance shall be considered primary to the Additional Insured(s) listed in the above Schedule. It is also agreed that any other insurance maintained by the additional insured(s) shown in the Schedule above shall be non-contributory.

However, these considerations will only apply if:

1. Other valid and collectible insurance is available to the additional insured(s) shown in the Schedule above for a loss we cover under this policy; and

2. The "occurrence", "pollution condition" or "wrongful act" arises from your sole negligence.

All other terms and conditions remain unchanged.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

SERVICE PROVIDERS ENVIRONMENTAL COVERAGE FORM

<table>
<thead>
<tr>
<th>SCHEDULE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name Of Person Or Organization:</strong></td>
</tr>
<tr>
<td><strong>Where Required By Written Contract.</strong></td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

In consideration of the premium charged, it is hereby agreed that Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us under Section IV – Conditions is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the above Schedule of this endorsement because of payments we make for injury or "damage" arising out of your ongoing operations, completed operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the above Schedule of this endorsement.

All other terms and conditions remain unchanged.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED IS REQUIRED UNDER WRITTEN CONTRACT TO FURNISH THIS WAIVER.

RE: ALL FLORIDA OPERATIONS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 06-10-19 Policy No. WFL 5036858 02
Insured DANTON HYDROBLASTING LLC
Insurance Company INSURANCE COMPANY OF THE WEST

Endorsement No. Premium $ INCL.

Countersigned By ________________________________
## Schedule of Forms and Endorsements

<table>
<thead>
<tr>
<th>Form No.</th>
<th>Form Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPE0002</td>
<td>Service Providers Environmental Coverage Policy Declarations</td>
</tr>
<tr>
<td>SPE0001</td>
<td>Service Providers Environmental Coverage Form</td>
</tr>
<tr>
<td>CS 07 001</td>
<td>Crum &amp; Forster Specialty Insurance Company Signature Page</td>
</tr>
<tr>
<td>EN0004</td>
<td>Claims Reporting</td>
</tr>
<tr>
<td>EN0005</td>
<td>Service of Process Clause</td>
</tr>
<tr>
<td>EN0007</td>
<td>Certified Acts of Terrorism and Other Acts of Terrorism Exclusion</td>
</tr>
<tr>
<td>EN0011</td>
<td>Crum &amp; Forster Privacy Principles</td>
</tr>
<tr>
<td>EN0050</td>
<td>Emergency Response Hotline</td>
</tr>
<tr>
<td>EN0052</td>
<td>Notice Of Loss</td>
</tr>
<tr>
<td>SPE0009</td>
<td>Deductible Schedule Endorsement</td>
</tr>
<tr>
<td>SPE012</td>
<td>Mold Claims-Made Coverage Endorsement</td>
</tr>
<tr>
<td>SPE0108</td>
<td>Designated Project/Premises General Aggregate Endorsement</td>
</tr>
<tr>
<td>SPE0110</td>
<td>Named Insured Endorsement SPE0112</td>
</tr>
<tr>
<td></td>
<td>Premium &amp; Rate Endorsement</td>
</tr>
<tr>
<td>SPE0117</td>
<td>Subcontractor Warranty Endorsement</td>
</tr>
<tr>
<td>SPE0118</td>
<td>Limited Notice Of Cancellation Endorsement</td>
</tr>
<tr>
<td>SPE0208</td>
<td>Additional Insured – Owners, Lessees or Contractors (Completed Operations)</td>
</tr>
<tr>
<td>SPE0209</td>
<td>Additional Insured – Owners, Lessees or Contractors (Scheduled Person/Organization)</td>
</tr>
<tr>
<td>SPE0212</td>
<td>Primary &amp; Non-Contributory Endorsement</td>
</tr>
<tr>
<td>SPE0214</td>
<td>Waiver of Transfer of Rights of Recovery Against Others to Us</td>
</tr>
<tr>
<td>SPE0302</td>
<td>Exclusion – State of NY</td>
</tr>
<tr>
<td>SPE0310</td>
<td>Exclusion – Cross Suits</td>
</tr>
<tr>
<td>SPE0313</td>
<td>Exclusion – Errors &amp; Omissions Liability Coverage Part</td>
</tr>
<tr>
<td>SPE0314</td>
<td>Exclusion – Earth Movement</td>
</tr>
<tr>
<td>SPE0321</td>
<td>Exclusion – New Residential Construction</td>
</tr>
<tr>
<td>SPE0329</td>
<td>Exclusion - Open Structures</td>
</tr>
<tr>
<td>SPE0404</td>
<td>Employee Benefits Liability Coverage Endorsement</td>
</tr>
<tr>
<td>SPE0408</td>
<td>Non-Owned Disposal Site Liability Coverage Endorsement</td>
</tr>
<tr>
<td>SPE0604</td>
<td>CPL Specified Operations Endorsement</td>
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<tr>
<td>EN0714</td>
<td>Florida Changes – Cancellation &amp; Nonrenewal</td>
</tr>
<tr>
<td>EN0137A</td>
<td>GL - Specified Operations Endorsement</td>
</tr>
<tr>
<td>IL P001</td>
<td>U.S. Department of Treasury OFAC Endorsement</td>
</tr>
</tbody>
</table>
Clear Blue Insurance Company

**SCHEDULE OF FORMS AND ENDORSEMENTS**

Forms and endorsements applying to this policy at the time of issue are listed below.

<table>
<thead>
<tr>
<th>Form/Endorsement Number</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>IL 00 17 11 98</td>
<td>COMMON POLICY CONDITIONS</td>
</tr>
<tr>
<td>IL 00 21 09 08</td>
<td>NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)</td>
</tr>
<tr>
<td>IL P 001 01 04</td>
<td>OFAC - U S TREASURY DEPARTMENT OFFICE OF FOREIGN ASSETS CONTROL</td>
</tr>
<tr>
<td>IL DS 00 09 08</td>
<td>COMMON POLICY DECLARATIONS</td>
</tr>
<tr>
<td>CADS 03-1 02/04</td>
<td>BUSINESS AUTO DECLARATIONS</td>
</tr>
<tr>
<td>CA 00 01 03 06</td>
<td>BUSINESS AUTO COVERAGE FORM</td>
</tr>
<tr>
<td>CA 01 28 03 09</td>
<td>FLORIDA CHANGES</td>
</tr>
<tr>
<td>CA 02 67 11 12</td>
<td>FLORIDA CHANGES - CANCELLATION AND NONRENEWAL</td>
</tr>
<tr>
<td>CA 21 72 10 09</td>
<td>FLORIDA UNINSURED MOTORISTS COVERAGE - NONSTACKED</td>
</tr>
<tr>
<td>CA 22 10 01 13</td>
<td>FLORIDA PERSONAL INJURY PROTECTION</td>
</tr>
<tr>
<td>CA 99 03 03 06</td>
<td>AUTO MEDICAL PAYMENTS COVERAGE</td>
</tr>
<tr>
<td>CA 99 28 10 01</td>
<td>STATED AMOUNT INSURANCE</td>
</tr>
<tr>
<td>CA 99 44 12 93</td>
<td>LOSS PAYABLE CLAUSE</td>
</tr>
<tr>
<td>Q ADLIN-B 08 14</td>
<td>ADDITIONAL INSURED ENDORSEMENT</td>
</tr>
<tr>
<td>Q ADLIN-S 08 14</td>
<td>ADDITIONAL INSURED ENDORSEMENT</td>
</tr>
<tr>
<td>Q HCPD 08 17</td>
<td>HIRED CAR PHYSICAL DAMAGE COVERAGE</td>
</tr>
<tr>
<td>Q PED200-A 08 14</td>
<td>PUNITIVE DAMAGE EXCLUSION</td>
</tr>
<tr>
<td>Q PNC 03 17</td>
<td>PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION</td>
</tr>
<tr>
<td>Q TOWBA 02 16</td>
<td>COMMERCIAL AUTO TOWING ENDORSEMENT</td>
</tr>
<tr>
<td>Q WAIVER-B 0814</td>
<td>WAIVER OF SUBROGATION ENDORSEMENT</td>
</tr>
</tbody>
</table>

**Note: List the above information for each form that is attached to the Policy, in the order in which it is attached.**

Q SCHEDULE 0415
EXTENSION OF INFORMATION PAGE ITEM 3.D.
ENDORSEMENT SCHEDULE

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>FLPN</td>
<td>POLICYHOLDER NOTICE</td>
</tr>
<tr>
<td>WC000001A</td>
<td>05-17 INFORMATION PAGE</td>
</tr>
<tr>
<td>WC000001AE</td>
<td>05-17 EXTN OF INFO PAGE - NAME AND INS LOC</td>
</tr>
<tr>
<td>WC000001AL</td>
<td>05-17 EXTN OF INFO PAGE - CLASS SCHED</td>
</tr>
<tr>
<td>WC 00 00 00 C</td>
<td>01-15 INSURANCE POLICY</td>
</tr>
<tr>
<td>WC 99 06 78</td>
<td>07-16 SIGNATURE PAGE</td>
</tr>
<tr>
<td>WC 00 03 13</td>
<td>04-84 WAIVER OF OUR RIGHT TO RECOVER</td>
</tr>
<tr>
<td>WC 00 04 06 A</td>
<td>07-95 PREMIUM DISCOUNT ENDT</td>
</tr>
<tr>
<td>WC 00 04 14 A</td>
<td>01-19 90DAY REPORT-NOTIF CHANGE IN OWNERSHIP</td>
</tr>
<tr>
<td>WC 00 04 19</td>
<td>01-01 PREMIUM DUE DATE ENDORSEMENT</td>
</tr>
<tr>
<td>WC 09 03 03</td>
<td>08-05 FL EMPLOYERS LIAB COV. ENDT</td>
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<tr>
<td>WC 09 04 03 B</td>
<td>01-15 FL TERRORISM RISK INS PROGRAM REAUTH ACT</td>
</tr>
<tr>
<td>WC 09 04 07</td>
<td>07-13 FL NON-COOPERATION W/ PREMIUM AUDIT ENDT</td>
</tr>
<tr>
<td>WC 09 04 08</td>
<td>10-17 FL INSUFFICIENT FUNDS ENDT</td>
</tr>
<tr>
<td>WC 99 06 57A</td>
<td>04-12 PARTICIPATING PROVISION ENDORSEMENT - FL</td>
</tr>
</tbody>
</table>

WC 00 00 01A 05/17
Issue Date: 06-12-19
Supplier Information

Company Name: Waterblasting, LLC DBA Waterblasting.com
Contact Name: Brian Dulemba
Address: 3920 SE Commerce Ave
          Stuart, FL 34997
Phone: 954-540-6376
Fax: 772-223-5461
Email: removal@thehog.com

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Ed Bukowski, CFO
Print Name

Signature
designee. If deemed necessary by the Authority, the results of such inspections or evaluations shall be documented in writing and submitted to the successful Bidder. If deficiencies are noted in a report, the successful Bidder shall promptly take action to correct all deficiencies. Any deficiencies noted shall be corrected at no additional cost to the Authority.

Post-Performance Inspections, Evaluations and/or Tests may consist of visual inspection and/or Runway Friction Coefficient (RFC) tests. If the visual inspection or evaluation indicates significant damage or that the runway does not meet or exceed the visual standard, the Authority may, at its discretion, request a Runway Friction Coefficient test ("RFC"). If the Authority’s representative determines a RFC is necessary, the test will be scheduled to be conducted within five (5) working days of the successful Bidder’s stated completion of service.

**Additional Services**

In an emergency, or as the Authority may from time to time request, the successful Bidder shall be required to perform additional runway rubber and pavement markings removal and ramp scrubbing outside the scope of the agreement and upon the written request of the Authority.

Compensation for such additional services shall be at the unit rate set forth in the service provider agreement.

**Use of Premises**

During the progress of the work, the successful Bidder shall keep the premises free from the accumulation of waste materials and other debris resulting from the work.

If the successful Bidder fails to accomplish the foregoing, the successful Bidder may be held financially responsible for all penalties imposed upon and costs incurred by the Authority to remedy such failure.

**Safety and Protection**

The Successful Bidder shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Successful Bidder shall take all necessary precautions for safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons affected by the progress of the work.

[END OF SECTION D]

**PART E – FORMS**

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

**FORM 1: BIDDER’S CERTIFICATION**

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

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid.
Addendum # 1 Date: 4/24/2020 Addendum # Date: 
Addendum # 2 Date: 4/24/2020 Addendum # Date: 

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

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

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

Waterbasting, LLC DBA Waterblasting.Com

NAME OF BUSINESS

Authorized Signature

Edward Bukowski, CFO

NAME, TITLE, TYPED

47-2876221

FEDERAL IDENTIFICATION #

3920 SE Commerce Avenue

MAILING ADDRESS

Stuart, FL 34997

CITY, STATE & ZIP CODE

772-214-1714 / 772-223-5461

TELEPHONE NUMBER / FAX NUMBER

removal@thehog.com

EMAIL ADDRESS

State of: Florida

County of: Martin

This foregoing instrument was acknowledged before me this April 28, 2020, by Ed Bukowski, CFO, who is personally known to me or produced [Signature of Notary] as identification.

LASHONDA BROWN
Notary Public - State of Florida
Commission # GG 194149
My Comm. Expires Apr 6, 2022
Bonded through National Notary Assn.

Serial/Commission No.
FORM 2: OFFICIAL BID FORM

BID NO. RFB 20-31MLW

BIDDER'S NAME: Waterblasting, LLC DBA Waterblasting.Com

RECEIVING DATE: FRIDAY, MAY 01, 2020
PRIOR TO 2:00 P.M. LOCAL TIME

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

The Undersigned, hereinafter called "BIDDER," having become familiar with the local conditions, nature, and extent of the work, and having examined carefully the bid documents in, including but not limited to, Instructions to Bidders, Special Instructions and Requirements, Insurance and Bonding Requirements, Scope of Work, Disadvantaged Business Enterprise Program requirements, forms, and other contract documents, and having fulfilled bid requirements herein, agrees to furnish all labor, materials, equipment, and other items, facilities and services for the purchase of:

Runway Rubber Removal at Southwest Florida International Airport

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

PRICING:
In the event of a mathematical discrepancy, the unit prices will prevail and the corrected extension(s) and total(s) will be considered the price.

The Authority will only accept bids submitted on non-altered bid forms provided by the Authority. Bids submitted on other forms, other than those provided by the Authority will be deemed non-responsive and ineligible for award.

For bidding purposes there are approximately four (4) cleanings under 90,000 square feet and five (5) cleanings greater than 90,000 square feet based on historical data. The estimated quantities set out on the bid form are provided for tabulation and evaluation purposes. No guarantee is expressed or implied as to the quantities to be ordered or dollars spent, during the term of the agreement. Final payment for services shall be based on actual quantities provided.
FORM 2: OFFICIAL BID FORM (CON’T)

COMPANY NAME: Waterblasting, LLC DBA Waterblasting.Com

SOLICITATION: RFB 20-31- Runway Rubber Removal at Southwest Florida Airport

By submission the Bidder here by acknowledges they are familiar with the local conditions, nature and extent of the work, and having examined carefully the quote documents, including but not limited to, Information For Bidders, Special Instructions and Requirements, Scope of Work and other Contract Documents, and having fulfilled quote requirements herein, the successful Bidder shall provide all labor, supervision, materials, tools and equipment, accessories and consumables necessary to perform high-pressure water removal of rubber and pavement markings from runway touchdown areas and all other items necessary or proper for, or incidental to, performing runway rubber removal services for the Authority in accordance with these specifications. Services will be provided upon the Authority’s request at various times during the term of the contract, based on the following quote schedule:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit Price</th>
<th>Annual estimated quantity</th>
<th>Unit of measure</th>
<th>Estimated Price Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Rubber Removal less than ninety thousand (&lt;90,000) thousand Square Feet</td>
<td>$0.10</td>
<td>739,053</td>
<td>Square Foot</td>
<td>$ 73,905.30</td>
</tr>
<tr>
<td>2</td>
<td>Rubber Removal greater than ninety thousand (≥90,000) thousand Square Feet</td>
<td>$0.10</td>
<td>31,445</td>
<td>Square Foot</td>
<td>$ 3,144.50</td>
</tr>
<tr>
<td>3</td>
<td>Mobilization</td>
<td>$0.00</td>
<td>9</td>
<td>Each</td>
<td>$ 0.00</td>
</tr>
</tbody>
</table>

**Quantities are not guaranteed. Final payment will be based on actual quantities

Grand Total Quote (Items 1-3) $ 77,049.80

Seventy-seven thousand forty-nine dollars and eighty cents

(GRAND TOTAL WRITTEN IN WORDS)
FORM 3: LOBBYING AFFIDAVIT

STATE OF: Florida

COUNTY OF: Martin

Edward Bukowski, CFO

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 Waterblasting, LLC DBA WaterblastingCom (Bidder), maker of the attached bid and that neither the Bidder nor its agents have lobbied to obtain an award of the Agreement required by this Bid from the Lee County Board of Port Commissioners, members of the Airports Special Management Committee, or employees of the Lee County Port Authority, individually or collectively, regarding this Authority Bids. The prospective Bidder further states that it has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. 1352 and 49 CFR Part 20 and the Lee County Lobbying Ordinance, No. 03-14.

Ed Bukowski

AFFIANT

The foregoing instrument was acknowledged before me on April 28, 2020, by ___________________________ (name of person, officer or agent, title of officer or agent), of ___________________________ (corporation or partnership, if applicable), a ___________________________ (State of incorporation or partnership, if applicable), on behalf of ___________________________ (Corporation or partnership, if applicable). He/She is personally ___________ known to me or has produced ___________________________ as identification.

______________________________
Signature of person taking acknowledgment

______________________________
Name typed, printed, or stamped

______________________________
(Title or rank)

______________________________
Signature of Notary (Serial or Commission No.)

NOTE: THIS FORM IS REQUIRED FROM ALL BIDDERS
FORM 4: PUBLIC ENTITY CRIMES FORM

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

A person, affiliate, or corporation who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

The Bidder certifies by submission of this form that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any 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: Waterblasting, LLC DBA Waterblasting.Com
FORM 5: BIDDER'S SCRUTINIZED COMPANIES CERTIFICATION

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

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

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

[Signature]

Notary Public
State of Florida
County of Martin
Sworn to and subscribed before me this 28 day of April, 2020,
by Ed Bukowski, CEO who produced the following as identification
(Type of identification) or is personally known to me. My

Commission Expires: April 16, 2022

[stamp or seal]

[Signature of Notary Public]

Lashonda Brown
[Typed or printed name]
FORM 6: LOCAL PREFERENCE AFFIDAVIT

The firm submitting the attached bid is either (please check one):

☐ A firm whose principal place of business is located within the boundaries of Lee County, Florida.

Please identify the firm name and physical address below:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

(in Lee County, Florida)

☐ A firm that has provided goods or services to Lee County or the Lee County Port Authority on a regular basis for the preceding consecutive three (3) years and has the personnel, equipment, and materials located within the boundaries of Lee County sufficient to constitute a present ability to perform the service or provide the goods for this project.

Please provide the following information:

Number of employees currently working in Lee County full time = ______

Projects completed in Lee County over the last consecutive three (3) years:

Began in 20____ Completed in 20____

Began in 20____ Completed in 20____

Began in 20____ Completed in 20____

Began in 20____ Completed in 20____

Began in 20____ Completed in 20____

Began in 20____ Completed in 20____

Current Lee County location of equipment, materials and personnel that will be used full time on this project:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

(in Lee County, Florida)

☒ A firm whose principal place of business is located within the boundaries of an adjacent county with a reciprocal Local Vendor Preference agreement.

Please identify the firm name and physical address below:

Waterblasting, LLC DBA Waterblasting.Com
3920 SE Commerce Avenue
Stuart, FL 34997
FORM 7: 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.

Edward Bukowski
Printed Name
CFO
Title: ____________________________
Signature: ______________________

Notary Public – State of Florida
County of Martin
Sworn to and subscribed before me this 08 day of April, 2020
Personally known or produced identification ____________________________
My Commission Expires April 16, 2022
(Type of identification)
Lashonda Brown, Lashonda Brown

Printed, typed or stamped commissioned name of Notary Public

[Remainder of page intentionally left blank]
FORM 8: PROFESSIONAL REFERENCE SURVEY
RFB 20-31MLW
Runway Rubber Removal at Southwest Florida International Airport
FOR THE LEE COUNTY PORT AUTHORITY
AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

Section 1

Client/Reference Respondent Information – Please Print Legibly

<table>
<thead>
<tr>
<th>Name &amp; Title:</th>
<th>Miguel J. Riera / Aviation Civil Engineering</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company:</td>
<td>Miami International Airport</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:mriera@miami-airport.com">mriera@miami-airport.com</a></td>
</tr>
<tr>
<td>Phone:</td>
<td>305-876-0999 0596</td>
</tr>
</tbody>
</table>

Please return completed form to:

Procurement Agent: Megan Wilson
Due Date: 5/1/2020
Total # Pages: 3
Phone: 239-590-4558
Email: mlwilson@FlyLCPA.com

Section 2

Bidder Name: Waterblasting, LLC DBA Waterblasting.Com

Client’s Project Name: RUBBER AND PAINT REMOVAL

You or your company have been given as a reference on the project identified above. Please provide responses in section 3:

Section 3

1. How long have you done business with this company?
   THE PAST 12 YEARS

2. What type(s) of business have you done with this company?
   RUBBER AND PAINT REMOVAL ON THE AIRPORT AIRFIELDS

3. What is your overall impression of this company’s qualifications?
   HIGHLY PROFESSIONAL, RESPONSIVE, AND CAPABLE OF PROVIDING THE SERVICES AS EXPECTED

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<thead>
<tr>
<th>E (Excellent)</th>
<th>G (Good)</th>
<th>S (Satisfactory)</th>
<th>NS (Not Satisfactory)</th>
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4. How would you rate the Company’s overall service quality?
   
5. How would you rate their supervisors and staffing?
   
6. How would you rate their communication?
   
7. How would you rate their preventative maintenance program?
   
8. How would you rate their responsiveness?
   
9. How would you rate their invoicing and reporting process?
   
10. WOULD YOU USE THIS COMPANY AGAIN?
    YES NO

11. Do you have any additional comments regarding the quality of the services his company has furnished and performed at your facility?

   WATERBLASTING HAS SATISFIED EVERY CONDITION AND EXPECTATION OF THE CONTRACT. REMOVAL OF RUBBER AND STRIPING HAS OCCURRED ON TIME WITHOUT INCIDENT AND TO OUR SATISFACTION. THE EQUIPMENT HAS DEMONSTRATED RELIABILITY AND PERFORMANCE.
FORM 8: PROFESSIONAL REFERENCE SURVEY
RFB 20-31MLW
Runway Rubber Removal at Southwest Florida International Airport
FOR THE LEE COUNTY PORT AUTHORITY
AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

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<th>Section 1</th>
<th>Client/Reference Respondent Information - Please Print Legibly</th>
<th>Please return completed form to:</th>
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</thead>
<tbody>
<tr>
<td>Name &amp; Title:</td>
<td>Matt Taylor / Crew Chief</td>
<td>Procurement Agent: Megan Wilson</td>
</tr>
<tr>
<td>Company:</td>
<td>Palm Beach International Airport</td>
<td>Due Date: 5/1/2020</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:mtaylor@pbia.org">mtaylor@pbia.org</a></td>
<td>Total # Pages:</td>
</tr>
<tr>
<td>Phone:</td>
<td>561-324-9155</td>
<td>Phone: 239-590-4558</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:mjlwilson@FlyLCPA.com">mjlwilson@FlyLCPA.com</a></td>
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</table>

Section 2

| Bidder Name: | Waterblasting, LLC DBA Waterblasting.Com |
| Client's Project Name: | Runway Rubber Removal |

You or your company have been given as a reference on the project identified above. Please provide responses in section 3:

1. How long have you done business with this company?
   we have worked with company for 15 years.

2. What type(s) of business have you done with this company?
   they have done rubber removal and marking removal for us.

3. What is your overall impression of this company’s qualifications?
   Waterblasting, LLC is a great company to have do your rubber removal and any other work you may need. The operators are professional and knowledgeable with what they do. I would highly recommend this company.

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4. How would you rate the Company’s overall service quality?
5. How would you rate their supervisors and staffing?
6. How would you rate their communication?
7. How would you rate their preventative maintenance program?
8. How would you rate their responsiveness?
9. How would you rate their invoicing and reporting process?
10. WOULD YOU USE THIS COMPANY AGAIN?
    YES  NO

11. Do you have any additional comments regarding the quality of the services his company has furnished and performed at your facility?
Waterblasting LLC is a great company to work with. Their scheduling division is a great team to work with. They understand the issue with weather and last minute changes and do there best to work with you. They will make sure you are completely satisfied with their work.
FORM 8: PROFESSIONAL REFERENCE SURVEY
RFB 20-31MLW
Runway Rubber Removal at Southwest Florida International Airport
FOR THE LEE COUNTY PORT AUTHORITY
AT SOUTH FLORIDA INTERNATIONAL AIRPORT

Section 1

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<tbody>
<tr>
<td>Name &amp; Title: Stacy Seibert / Assistant Director of Facilities / Maintenance</td>
<td></td>
</tr>
<tr>
<td>Company: Broward County Aviation Department</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:sseibert@broward.org">sseibert@broward.org</a></td>
<td></td>
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<tr>
<td>Phone: 954-359-1273</td>
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<tr>
<td>Procurement Agent: Megan Wilson</td>
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<tr>
<td>Due Date: 5/1/2020</td>
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<tr>
<td>Phone: 239-596-4558</td>
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<tr>
<td>Email: <a href="mailto:mlwilson@FlyLCPA.com">mlwilson@FlyLCPA.com</a></td>
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</tr>
</tbody>
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Section 2

| Bidder Name: Waterblasting, LLC DBA Waterblasting.Com |
| Client's Project Name: Runway Rubber Removal |

You or your company have been given as a reference on the project identified above. Please provide responses in section 3:

Section 3

1. How long have you done business with this company? over 10 years

2. What type(s) of business have you done with this company? Rubber and paint removal

3. What is your overall impression of this company’s qualifications? They are an excellent company and everyone I have dealt with are highly qualified.

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4. How would you rate the Company’s overall service quality? E

5. How would you rate their supervisors and staffing? E

6. How would you rate their communication? E

7. How would you rate their preventative maintenance program? E

8. How would you rate their responsiveness? E

9. How would you rate their invoicing and reporting process? E

10. WOULD YOU USE THIS COMPANY AGAIN? YES

11. Do you have any additional comments regarding the quality of the services his company has furnished and performed at your facility? They are extremely responsive and very flexible to the dynamic environment of an Airport. They always provide great work and I highly recommend them.
LEE COUNTY PORT AUTHORITY

SERVICE PROVIDER AGREEMENT

RFB 20-31MLW

RUNWAY RUBBER REMOVAL

AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

THIS SERVICE PROVIDER AGREEMENT is entered this ______ day of ____________, 2020, between the LEE COUNTY PORT AUTHORITY, a political subdivision and special district of the State of Florida ("AUTHORITY"), at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and DANTON HYDROBLASTING, LLC, a Limited Liability Company, authorized to do business in Florida ("PROVIDER"), at 119 Commerce Way, Suite B, Sanford, FL 32771, Federal Identification Number 45-2039616.

WITNESSETH

WHEREAS, the Authority desires to obtain goods and/or services from Provider as described below for the Runway Rubber Removal Project at the Southwest Florida International Airport in Fort Myers, Florida; and,

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

WHEREAS, the Provider has reviewed the goods and/or services required under this Agreement and has submitted a bid agreeing to provide the requested goods or services, and states that it is qualified, willing and able to provide and perform all such services and provide any goods required according to the provisions, conditions and terms below and in accord with all governing federal, state and local laws and regulations; and

WHEREAS, the Provider has been selected to provide the goods and/or services described below as the result of a competitive selection process by Authority in accord with any applicable Florida Statutes and the Authority's Purchasing Policy, as approved by the Authority's Board of Port Commissioners.
NOW, THEREFORE, in consideration of the foregoing and the provisions contained herein, and the mutual consideration described below, the parties agree as follows:

1.0 RECITALS

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

2.0 SCOPE OF SERVICES

Provider hereby agrees to provide the goods and/or perform the services required to complete the work set out in Exhibit "A", entitled "Scope of Services", which is attached hereto and made a part of this Agreement.

3.0 REQUEST FOR BIDS AND PROVIDER'S BIDS - INCORPORATION BY REFERENCE

The terms of the Request for Bids, and Provider's Bid received in response to that Request, including any supplementary representations from Provider to Authority during the selection process, are hereby merged into and incorporated by reference as part of this Agreement. If there are any conflicts between the terms of the Request for Bids and this Agreement, or the Provider's Bid and this Agreement, the terms of this Agreement will control. The parties acknowledge that the Authority has relied on Provider's representations and the information contained in Provider's Bid and that those representations and this information has resulted in the selection of Provider to provide goods or perform services under this Agreement.

4.0 NON-EXCLUSIVE AGREEMENT AND PROVIDER SELECTION

Provider acknowledges that this Agreement is non-exclusive and that it is Authority's intent to award an agreement to provide runway rubber removal services to two companies. Each company will be designated as either the "Primary" or "Secondary" Provider for services. The Primary Provider will be the Authority's first contact for the assignment of any work required under this Agreement. If the Primary Provider is unable to fulfill the Authority's needs or meet the required timeline for services, the Secondary Provider would be the next order of contact, as applicable. Additionally, the selection order may be changed by Authority at any time during the term of this Agreement as a result of deficient or non-compliant performance.

5.0 TERM OF AGREEMENT

The term of this Agreement begins on October 1, 2020, and will continue for two (2) years. The term of this Agreement may be extended at Authority's sole option for two additional two (2) year terms upon the same terms and conditions. To extend the term, Authority agrees to notify Provider no less than thirty (30) days prior to expiration of the
initial term or any extension term. The parties will agree to the extension in a written extension agreement that is signed by both parties.

6.0 LICENSES

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

7.0 PERSONNEL

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

Services performed under this Agreement shall be performed by Provider's own staff, unless agreed in advance by the Authority.

8.0 STANDARDS OF SERVICE

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

9.0 INDEMNIFICATION AND HOLD HARMLESS

The Provider agrees to be liable for, and shall indemnify, defend and hold harmless Lee County and Authority and their respective commissioners, officers, employees and agents, from and against any and all claims, liabilities, suits, judgments for damages, losses and expenses, including but not limited to court costs, expert witness and professional consultation services, and reasonable attorneys' fees arising out of or resulting from the Provider's services or provision of goods under this Agreement, or Provider's errors, omissions, negligence, recklessness, or the intentional misconduct of Provider or any agent, employee or other person employed or used by Provider in performance of services under this Agreement regardless of whether or not caused by a party indemnified hereunder.

10.0 COMPENSATION AND METHOD OF PAYMENT

10.1 The Authority shall pay the Provider for all requested and authorized goods provided or services completed in accordance with the requirements, provisions, and/or
terms of this Agreement based on the compensation schedule set forth in Exhibit "B," which is attached hereto and made a part of this Agreement, either in a Lump Sum/Not to Exceed Amount or for Work in Progress, based upon Provider's monthly invoice, as described in this Section.

10.2 METHOD OF PAYMENT

(a) PAYMENT PER SQUARE FOOT – Upon receipt of Provider's invoice and Authority's acceptance of Providers' work, Authority will pay Provider as specified in Provider's Bid and Exhibit "B".

All invoices are understood and agreed to include all direct and indirect labor costs, personnel related costs, overhead and administrative costs, out-of-pocket expenses and costs, and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Provider as may be required and/or necessary to complete each and every task set forth in the Scope of Services.

(b) MONTHLY STATEMENTS - The Provider shall be entitled to submit not more than one invoice to the Authority for each calendar month. The monthly invoice shall cover services rendered and completed during the preceding calendar month. The Provider shall submit the invoices to the Authority's Finance Department. The Provider's invoice(s) shall be itemized to correspond to the basis of compensation as set forth in this Agreement. Invoices shall include an itemized description of the project, the amount of time expended, and a description of the goods and services provided. The invoices shall be accompanied by a monthly progress report specifying the activities of the previous month and the planned activities for the next month. Failure by the Provider to follow these instructions shall result in an unavoidable delay of payment by the Authority.

(c) PAYMENT SCHEDULE - The Authority shall issue payment to the Provider within thirty (30) calendar days after acceptance of the goods or services and receipt of an invoice from the Provider that is in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the Authority object or take exception to the amount of any Provider's invoice, the Authority shall notify the Provider of such objection or exception within thirty (30) days. If such objection or exception remains unresolved at the end of the thirty (30) day period, the Authority shall withhold the disputed amount and make payment to the Provider of all amounts not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.
11.0 FAILURE TO PERFORM

Should the Provider fail to commence, provide, perform and/or complete any of the services and work required under this Agreement in a timely and diligent manner, the Authority may consider such failure as cause to terminate this Agreement. As an alternative to termination, the Authority may, at its option, withhold any or all payments due and owing to the Provider, not to exceed the amount of the compensation for the work in dispute, until such time as the Provider resumes performance of its obligations in accordance with the time and schedule of performance requirements set forth in this Agreement.

12.0 AUTHORITY’S REPRESENTATIVE

The Maintenance Department Director shall administer this Agreement for Authority.

13.0 PUBLIC RECORDS

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

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

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

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

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

Section 119.071(3)(a)1. and 2., Florida Statutes, reiterates the security system exemption and expands upon it to include threat assessments; threat response plans; emergency evacuation plans; shelter arrangements; security manuals; emergency equipment; and security training as confidential and exempt from disclosure.
Provider agrees not to divulge, furnish or make available to any third person, firm or organization, without Authority's prior written consent, or unless incidental to the proper performance of Provider's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any confidential or exempt information concerning the services to be rendered by Provider hereunder. Provider shall require all of its employees, agents, subcontractors to comply with the provisions of this Article.

14. **PUBLIC RECORDS – COMPLIANCE WITH SECTION 119.0701, FLORIDA STATUTES**

To the extent Operator is “acting on behalf” of Authority in providing services under this Agreement, Operator specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

14.1 Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services required under this Agreement;

14.2 Upon request from the Authority, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

14.3 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

14.4 Meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of Operator upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology system of the Authority.

**IF THE OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (239) 590-4504, 11000 TERMINAL ACCESS ROAD, STE. 8671, FORT MYERS, FL 33913, PUBLICRECORDS@FLYLCPA.COM, HTTPS://FLYLCPA.COM/PUBLICRECORDREQUESTS.**
15.0 AIRPORT SECURITY REQUIREMENTS

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

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

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

Immediately upon the completion of any work requiring airport security access under this Agreement, or upon the resignation or dismissal or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the Provider, Provider shall notify the Airports Police Department that the Provider's access authorization or that of any of Provider's agents, employees, subcontractors, or invitees has changed. Provider will confirm that notice, by written confirmation on company letterhead, within twenty-four (24) hours of providing initial notice to the Airport's Police Department.

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

16.0 ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The Provider shall not assign or transfer any of its rights, benefits or obligations hereunder without prior written approval of the Authority. The Provider shall have the right, subject to the Authority's prior written approval, to employ other persons and/or firms to serve as subcontractors to Provider for the Provider's performance of services and work under this Agreement.
17.0 PROVIDER AN INDEPENDENT CONTRACTOR

The Provider is an independent contractor and is not an employee or agent of the Authority. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the Authority and the Provider, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. Nor shall anything contained herein be deemed to give any such party a right of action against Authority beyond such right as might otherwise exist without regard to this Agreement.

18.0 INSURANCE

During the term of this Agreement, Provider shall provide, pay for, and maintain, with companies satisfactory to Authority, the types of insurance described herein. Promptly after execution of this Agreement by both parties, the Provider must obtain insurance coverages and limits required as set out below. Provider further agrees to provide Authority's Risk Manager with advance written notice of any cancellation, intent not to renew, material change or alteration, or reduction in the policies' coverages, except in the application of the Aggregate Limits provision of any policy. In the event of a reduction in the Aggregate Limit of any policy, Provider shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. If there is a cancellation, Provider agrees to obtain replacement coverage as soon as possible. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida.

The Authority reserves the right to reject insurance written by an insurer it deems unacceptable because of poor financial condition or other operational deficiency. All insurance must be placed with insurers with an A.M. Best Rating of not less than A-VII. Regardless of this requirement, Authority in no way warrants that the required minimum insurer rating is sufficient to protect the Provider from potential insurer insolvency.

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

All of Provider's insurance coverages shall be primary and non-contributory to any insurance or self-insurance program carried by Authority and applicable to work under this Agreement and shall include a waiver of subrogation in favor of Authority.

No work shall commence, or any goods be provided, under this Agreement unless and until the required Certificates of Insurance are received and approved by Authority.
18.1. INSURANCE REQUIRED

Before starting and until acceptance of the work or goods by Authority, Provider shall procure and maintain insurance of the types and to the limits specified in paragraphs 18.2.1 through 18.2.4, below. All liability insurance policies obtained by Provider to meet the requirements of this Agreement, other than Worker’s Compensation and Employer’s Liability and Professional Liability policies, shall name Authority as an additional insured as to the operations of Provider under this Agreement and shall contain the severability of interests provisions.

18.2. COVERAGES

The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) forms and endorsements or broader where applicable:

18.2.1. Commercial General Liability Insurance shall be maintained by Provider. Coverage shall also include, but not be limited to, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations, and Personal Injury and Advertising Coverages. If Provider provides any construction work, it must also include Products & Completed Operations, with the Completed Operations Coverage maintained for any project under this Agreement and then for not less than five (5) years following completion and acceptance by Authority. Limits of coverage shall not be less than the following for Bodily Injury, Property Damage and Personal Injury Combined Single Limits:

<table>
<thead>
<tr>
<th>Description</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>Per Occurrence</td>
<td>$5,000,000</td>
</tr>
</tbody>
</table>

If the General Liability insurance required herein is issued or renewed on a "claims made" form, as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of any services under this Agreement and shall provide that in the event of cancellation or non-renewal the discovery period for insurance claims (Tail Coverage) shall be unlimited.

18.2.2. Automobile Liability Insurance shall be maintained by Provider as to ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles with limits of not less than:

<table>
<thead>
<tr>
<th>Description</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury Liability – Per Person</td>
<td>$2,000,000 Combined Single Limit</td>
</tr>
<tr>
<td>Property Damage</td>
<td>$100,000</td>
</tr>
<tr>
<td>OR</td>
<td></td>
</tr>
<tr>
<td>Combined Single Limit</td>
<td>$2,000,000 Per Accident</td>
</tr>
</tbody>
</table>

18.2.3. Pollution Liability Insurance - Provider shall maintain pollution liability insurance, including the cost of defense during the term of this Agreement and for a period of five (5) years following the completion of all services under this Agreement. Such
coverage shall apply specifically to the services/scope of work outlined in the Agreement and shall include, but not limited to, Pollution Legal Liability (legal liability arising out of the discharge, dispersal, release, seepage, migration, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials or other irritants, contaminants, or pollutants) into or upon land, the atmosphere, or any watercourse or body of water, including groundwater at, under, or emanating from the site of services:

<table>
<thead>
<tr>
<th>Each Loss or Expense</th>
<th>$2,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000 per 1 year policy period</td>
</tr>
</tbody>
</table>

18.2.4. **Worker's Compensation and Employers Liability Insurance** shall be maintained by Provider during the term of this Agreement for all employees engaged in the work under this Agreement, in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than:

<table>
<thead>
<tr>
<th>Worker's Compensation</th>
<th>Florida Statutory Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employer's Liability</td>
<td></td>
</tr>
<tr>
<td>Each Accident</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Disease Each Employee</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

The insurance company shall waive its Rights of Subrogation against Authority.

18.2.5. **Certificates of Insurance** - Provider must use Authority's Certificate of Insurance attached as Exhibit "C" or a similar form acceptable to Authority's Risk Manager to verify coverages. The Certificate of Insurance must be completed on a "sample only" basis by Provider's insurance representatives and must be submitted for Authority's review as to acceptability. Upon acceptance, the Certificates must be signed by an Authorized Representative of the insurance company/companies shown on the Certificates with proof that he or she is an authorized representative thereof. In addition, copies of all insurance policies shall be provided to Authority, on a timely basis, if requested by Authority. If any insurance provided under this Agreement will expire prior to the completion of the work, renewal Certificates of Insurance on an acceptable form and copies of the renewal policies, if requested by Authority, shall be furnished to Authority thirty (30) days prior to the date of expiration.

18.2.6. **Failure to Maintain Insurance** - Should at any time Provider not maintain the insurance coverages required by this Agreement, Authority may cancel the Agreement or at its sole discretion is authorized to purchase such coverages and charge Provider for such coverages purchased. Authority shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Authority to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.
19.0 NOTICE REGARDING PUBLIC ENTITY CRIMES

Section 287.133(3)(a) (1995) requires the Authority to notify Bidder/Lessee/Tenant of the provisions of Section 287.133(2)(a) F.S.

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

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

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

20.0 OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as art work, layouts and copy in draft or final form, photographs, mailing lists, printed materials, computer programs, memoranda, research notes, evaluations, reports and other records and data relating to the services specifically prepared or developed by the Provider under this Agreement shall be the property of the Provider, until the Provider has been paid for performing the services and work required to produce such documents.

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

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

21.0 MAINTENANCE OF RECORDS

The Provider will keep and maintain adequate records and supporting documentation concerning the procurement and applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the Provider for a minimum of five (5) years from the date final payment has been made or termination of this Agreement, or for such period as required by law.
The Authority, the FAA, the Comptroller General of the United States and their authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement, and during the period set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the Provider.

22.0 **NO THIRD PARTY BENEFICIARIES**

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

23.0 **GOVERNING LAW**

This Agreement shall be interpreted, construed and governed by the laws of the State of Florida. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement shall be brought either in the Florida state courts in Lee County, Florida, or in the United States Federal District Court for the Middle District of Florida, Fort Myers Division. The prevailing party in any such suit or action shall be entitled to recover their reasonable attorneys' fees and court costs.

24.0 **PROHIBITED INTERESTS**

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

25.0 **LOYERING CERTIFICATION**

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

If any funds other than Federal appropriated funds have been paid by the Port Authority to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
The Port Authority shall require that the language of this section be included in this award document and any award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

26.0 COVENANTS AGAINST DISCRIMINATION

26.1 DBE POLICY. It is the policy of the Department of Transportation (the "DOT") that Disadvantaged Business Enterprises ("DBE's") as defined in 49 CFR Part 23 and Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Part 26 apply to this Agreement. The Provider agrees to ensure that DBE's as defined in 49 CFR Part 23 and Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Provider shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 and Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts.

26.2 PROMPT PAYMENT REQUIREMENTS. Authority has adopted a DBE Program in compliance with 49 CFR Part 26, therefore, the following requirement will apply to all contracts funded, either wholly or in-part, with DOT financial assistance:

Provider agrees to pay each subconsultant under this contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment Provider receives from Authority. Provider agrees further to return any retainage payments to each subconsultant within thirty (30) days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment beyond these time limits may occur only for good cause following written approval of the delay by Authority. This clause applies to both DBE and non-DBE subconsultants.

26.3 INCORPORATION OF PROVISIONS. Provider shall include the provisions of paragraphs 26.1 through 26.2 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Provider shall take such actions with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Provider may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Provider may request the United States to enter into such litigation to protect the interests of the United States.
27.0 NONDISCRIMINATION CLAUSE

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

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

28.0 GENERAL CIVIL RIGHTS CLAUSE

Provider must agree to comply with applicable statutes, Executive Orders and rules established to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability, be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Provider and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

29.0 E-VERIFY CLAUSE

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

29.1. All persons employed by Provider during the term of this Agreement.

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

Provider further agrees that it will require each contractor or subcontractor performing work or providing services under this Agreement to enroll in and use the U.S. Department of Homeland Security's E-Verify Program for Employment Verification to
verify the employment eligibility of all persons employed by the contractor or subcontractor during the term of this Agreement.

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

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

30.0 HEADINGS

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

31.0 ENTIRE AGREEMENT

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

32.0 NOTICES AND ADDRESS

32.1 All notices required and/or made pursuant to this Agreement to be given by either party to the other shall be in writing and shall be delivered by hand or by United States Postal Service, first class mail service, postage prepaid, and addressed to the following addresses of record:

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

DANTON HYDROBLASTING, LLC
119 Commerce Way, Suite B
Sanford, FL 32771
Attention: Thomas Underwood, Manager

32.2 CHANGE OF ADDRESS - Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.
33.0 **TERMINATION**

This Agreement may be terminated by the Authority at its convenience, or due to the fault of the Provider, by giving thirty (30) calendar days written notice to the Provider.

34.0 **TERMINATION UNDER SECTION 287.135, F.S.**

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

35.0 **WAIVER OF BREACH**

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

36.0 **SECURING AGREEMENT DISCLOSURE**

The Provider warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any person or company to secure this Agreement, other than a bonafide employee of Provider.

37.0 **AMENDMENTS OR MODIFICATIONS**

The terms of this Agreement may be amended, in writing, by the Agreement of both parties. Any modifications to the terms of this Agreement will only be valid when issued in writing as a properly executed Amendment to the Agreement and signed by both parties.

38.0 **ACCEPTANCE**

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

**IN WITNESS WHEREOF,** the parties have executed this Agreement effective the day and year first written above.
ATTEST: CLERK OF COURTS
LINDA DOGGETT

By: ______________________________________
   Deputy Clerk

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

By: ______________________________________
   Chair or Vice Chair

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

By: ______________________________________
   Port Authority Attorney's Office

Signed, Sealed and Delivered
in the presence of:

Witness
Pamela J. Preece

Witness

SEAL

DANTON HYDROBLASTING, LLC
Provider

Authorized Signature for Provider

By: ______________________________________
   Printed Name

President

Title
EXHIBIT *A*

SCOPE OF SERVICES

General

Provider will be required provide all labor, supervision, materials, tools and equipment, accessories and consumables necessary to perform high-pressure water removal of rubber and pavement markings from runway touchdown areas. Provider must provide any other items necessary or proper for, or incidental to, performing runway rubber removal services for the Authority at Southwest Florida International Airport (RSW) in accordance with these specifications. Services are to be provided upon the Authority’s request and at various times during the term of the contract.

Estimated Quantities

Based on available historical data, there were approximately four cleanings under 90,000 square feet and five cleanings greater than 90,000 square feet performed during a typical twelve-month period. The estimated quantities set forth on the bid form represent the combined square footages for cleaning over and under 90,000 square feet and are for tabulation and evaluation purposes. No guarantee is expressed or implied as to the quantities ordered or amount of compensation paid during the term of this Agreement. Final payment for all services is based on the actual quantities of services performed.

Regulations

The Provider shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.

The Provider shall obtain all permits, licenses and certificates, or any approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, which are necessary for the proper execution of the work specified herein.

The Provider shall report immediately to the Authority’s representative any spillage or dumping of hazardous materials caused or made by it or its subcontractor(s) while on Authority property. The Provider shall be responsible for all cleanup and any related costs incurred for such incidents.

During the term of this Agreement, the Provider shall keep current and, if requested by the Authority, provide copies of all licenses, registrations or permits that are required by applicable governing agencies to perform the require work. The Provider shall keep a copy of all licenses, registrations and permits on the jobsite while performing work.

Safety Data Sheets

The Provider shall comply with Federal and State right-to-know laws if hazardous materials are used in the work. SDS (Safety Data Sheets) shall be accessible and made available to all workers and Authority's representatives.

The Provider is required to inform all workers and persons affected by the work of the Safety Data Sheet(s) on all products being utilized. No materials or equipment will be left unattended or stored on the worksite at any time.
Hours of Operation

All activities must be coordinated with the Airport Facilities Maintenance Department.

All rubber removal operations must occur after the last scheduled flight each day with actual work to be performed between 11:30 P.M. and 5:00 A.M. (or between last and first flights). The starting time and finish time may be adjusted to accommodate schedule changes or flight delays. Work is to be conducted on consecutive days, regardless of weekend(s) until the requested work is completed, with pre and post inspections to be included in an 11:00 p.m. and 7:00 a.m. time frame.

Provider shall not perform any work during Authority's observed holidays without the prior written permission of the Authority. The Provider shall give the Authority sufficient advance notice to request working on Authority observed holidays to allow the Authority's representative to assess the impact that such work would have on Authority’s scheduled operations and then approve or deny the request.

If an emergency condition is declared by either the Authority's Executive Director, the Director of Operations or their designee, the Provider will perform work during such hours as specified by the Authority.

Personnel

Provider shall consider all State and Federal regulations concerning the wages and hours of its employees, including but not limited to, the Florida Human Relations Act, the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.

Provider's personnel shall provide all services in a professional manner.

Provider shall provide a qualified and competent person onsite with the ability to converse in English, to supervise the performance of the work and to understand and carry out instructions during the performance of the work. This supervisor is responsible to supervise the operations and shall have the authority to represent and act on behalf of the Provider. It will be the Provider's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and/or around the work areas that relate to them or the services being performed by them under the proposed this Agreement. In addition, the Provider must have someone in attendance at all times who can communicate instructions to all employees.

Provider shall maintain a drug-free workplace within the meaning of the Florida Drug-free Workplace Act and no employee shall be retained for work on Authority's premises prior to such employee having tested negative for drugs. In addition, existing employees of the Provider must be subject to drug testing based upon reasonable suspicion of drug use. Testing will be at the successful Provider's expense.

Provider shall promptly remove from the airport any employee or employees that the Authority deems not satisfactory, and replace such personnel with employees satisfactory to the Authority; however in no event shall Authority be responsible for monitoring or assessing the suitability of any employee or agent of the Provider.

The Provider shall be responsible for ensuring that any articles found by its employees on Authority's premises are turned over to the Authority or the Authority's designated agent.
A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the Airport property. Each of the Provider's motor vehicles brought on the Authority's premises shall have the Provider's business name and/or logo prominently displayed on the vehicle.

While working on airport property all of the Provider's employees shall wear neat and clean clothing and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.

**Identification and Access Requirements**

All of the Provider's personnel and vehicles used in the performance of the work shall be subject to escort by an Authority representative(s). While on the airfield, the Provider's personnel shall remain at the jobsite within audible distance and in view range of an Authority representative(s). Failure to comply with this requirement, by any personnel, will result in immediate suspension of the work, removal of the personnel from the Airport, and possible termination of this Agreement.

**Items Provided by the Authority**

The Authority will provide an escort to accompany the Provider and its employees during all phases of the work that are inside the Airfield Operations Area (AOA). The Provider's vehicles and equipment will not be permitted in or on any other area inside the AOA without direction from the Authority's representative.

The Authority will provide an uncovered, fenced and paved storage/staging area for Provider's use at the Authority's Facilities Maintenance Complex during the term of this Agreement. Provider shall assume sole responsibility for all items stored and for the receipt, unloading, security, and handling of its equipment and materials at the storage/staging area. The storage/staging area and routes of ingress and egress to and from the specified work area(s) will be designated by the Authority. Provider shall remove all equipment and materials from the work site after each night's work and properly store all equipment and materials used in the performance of the work in the storage/staging area.

Water from a designated fire hydrant near the specified work area(s) will be furnished to the Provider at no cost. Provider shall be responsible to transport and furnish the Authority provided water from the designated source to the work location.

**Tools and Equipment Required**

The Provider shall provide all equipment necessary and shall utilize maximum safety precautions in the performance of the work.

The Provider shall be obligated to maintain equipment in safe operating condition at all times and shall ensure that such equipment performs to manufacturer's specification and is operated in compliance with proper safety procedures and practices.

The Provider shall be responsible for all maintenance of any equipment furnished by the Provider and will provide both parts and labor required for such maintenance.

Tools and equipment must be in a good state of repair, safe to use, and must be used in the manner in which they are intended.

Authority shall have the right at all times, but not the obligation, to examine all equipment, vehicles, tools, and supplies used by the Provider, or by its officers, employees, subcontractors or agents in the performance
of the work. If any of the above is deemed unsafe or not in good working condition, the Authority has the right to direct the Provider to remove it from service and repair or replace it promptly.

Warranty

The Provider shall notify the Authority promptly, in writing, of any damage the Provider discovers, whether or not such damage was caused by the Provider or its officers, employees, subcontractor or agents.

The Provider shall, at its sole expense and to the Authority's satisfaction, promptly repair any damage to Authority property caused by the Provider or its employees or agents. In the event the Provider has not repaired any such damage within fourteen (14) days after the Authority's written notice, the Authority may repair such damage at the expense of the Provider and deduct such cost from the next amount due the Provider under this Agreement. If no amounts are due under the agreement, Provider will reimburse the Authority for the cost of any repairs within fifteen (15) days of receiving notice from the Authority.

If damage is determined and/or the results of an inspection, evaluation, and/or test indicate the Provider has not met the requirements stated herein, the Provider shall be liable in accordance with the provisions of the agreement. If necessary, and if the Authority deems it in its best interest, the Authority may provide the Provider additional runway access time to rework failed areas.

Materials

For purposes of wastewater and rubber disposal, the Authority will provide designated area(s) and containers for disposal.

The Provider shall supply all necessary products or materials that may be required to perform the services specified herein.

Performance Requirements

The Provider shall perform all work in accordance with this Scope of Work, industry standards and manufacturers' specifications. The Provider shall adjust and coordinate its activities to meet the needs and requirements of the Authority and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the Authority.

Any work required beyond that which is specified herein shall be reported in advance to the Authority’s representative. No work shall be performed outside of the specified scope of work by the Provider without prior written authorization from the Authority’s representative.

Approximately thirty (30) days prior to a requested date of service the Authority’s representative will coordinate with the Provider regarding the anticipated start date and estimated square footage requiring runway rubber and pavement markings removal, as well as the area of any ramp scrubbing, if applicable.

The Authority will use visual markers to designate the start and end points of the area(s) requiring service.

After Provider’s arrival on-site, and prior to commencement of each requested service, the Authority’s representative will conduct a pre-performance meeting. An authorized representative of the Provider shall attend this conference.

Runway Rubber Removal
At the beginning of each requested service the Provider will perform a Pre-Performance Demonstration/Test.

The Provider shall clean the specified areas in accordance with the following standards:

- A visual standard of a minimum of ninety (90%) percent of the surface texture exposed after cleaning as compared to a similar surface area, measured along the runway edge or on a surface that has not been exposed to aircraft tire rubber or the requested rubber removal service and/or;

- At the Authority’s discretion, an applicable MU coefficient as determined by a Runway Friction Coefficient (RFC) test.

The runways are asphalt with grooves. Any damage to the existing runway surface, lights, or joints, to include but not limited to disintegrating/dislodging chunks of asphalt or section of joints or cracking or otherwise damaging lights, resulting from the Provider’s activities shall be verified by visual inspection by the Authority. Repairs are the responsibility of the Provider.

All requested work shall be completed within the constraints of the rate of cleaning and the available time on the airfield. The Provider shall complete all requested work within thirty (30) calendar days after receipt of a written task authorization.

Once rubber removal procedures begin, they shall be continuous within the hours stated herein until the runway is complete, unless halted by an Authority representative.

After each cleaning operation, the Provider must flush the runway clean of all residues and clear the runway of all equipment.

Inspections, Evaluations or Tests

Pre-Performance Demonstration/Test: The Pre-Performance Demonstration/Test shall demonstrate the Provider’s ability to remove rubber and pavement markings, at the rate and degree of cleanliness, without damage to the existing pavement surface, lights or joints, as specified by the FAA. The forty-five second Pre-Performance Demonstration/Test will consist of cleaning a fifty feet by two feet (50’ x 2’) section of runway, in an area of greatest buildup (as specified by the Authority’s representative).

Provider shall remove rubber and pavement markings from the specified areas at a rate of ten thousand (10,000) square feet per hour. Wastewater and removed rubber/pavement markings and other debris shall be discarded by the Provider in the Authority designated area(s) and/or containers.

Provider will be allowed a maximum of three (3) attempts to successfully pass the Pre-Performance Demonstration/Test. If, after three attempts, the Provider fails to demonstrate its ability to perform the service, the Authority may elect to terminate this Agreement.

The use of chemicals, abrasive materials, grinders, detergents, and/or salt water is not allowed.

Performance Inspections/Evaluations: During or promptly after the performance of a requested service, the Authority reserves the right to conduct inspections or evaluations to determine if the service is being provided in compliance with these requirements. Inspections or evaluations may be made independently by the Authority’s representative or its designee. If deemed necessary by the Authority, the results of such inspections or evaluations shall be documented in writing and submitted to the Provider. If deficiencies are noted in a report, the Provider shall promptly take action to correct all deficiencies. Any deficiencies noted shall be corrected at no additional cost to the Authority.
Post-Performance Inspections, Evaluations and/or Tests may consist of visual inspection and/or Runway Friction Coefficient (RFC) tests. If the visual inspection or evaluation indicates significant damage or that the runway does not meet or exceed the visual standard, the Authority may, at its discretion, request a Runway Friction Coefficient test ("RFC"). If the Authority's representative determines a RFC is necessary, the test will be scheduled to be conducted within five (5) working days of the Provider's stated completion of service.

Additional Services
In an emergency, or as the Authority may from time to time request, the Provider shall be required to perform additional runway rubber and pavement markings removal and ramp scrubbing outside the scope of this Agreement and upon the written request of the Authority.

Compensation for such additional services shall be at the unit rate set forth in this Agreement.

Use of Premises
During the progress of the work, the Provider shall keep the premises free from the accumulation of waste materials and other debris resulting from the work.

If the Provider fails to accomplish the foregoing, the Provider may be held financially responsible for all penalties imposed upon and costs incurred by the Authority to remedy such failure.

Safety and Protection
The Provider shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Provider shall take all necessary precautions for safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons affected by the progress of the work.
### EXHIBIT "B"

**COMPENSATION SCHEDULE**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Annual estimated quantity</th>
<th>Unit Price</th>
<th>Unit of measure</th>
<th>Estimated Price Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Rubber Removal less than ninety thousand (&lt;90,000) Square Feet</td>
<td>739,053</td>
<td>$0.07</td>
<td>Square Foot</td>
<td>$51,733.71</td>
</tr>
<tr>
<td>2</td>
<td>Rubber Removal greater than ninety thousand (≥90,000) Square Feet</td>
<td>31,445</td>
<td>$0.10</td>
<td>Square Foot</td>
<td>$3,144.50</td>
</tr>
<tr>
<td>3</td>
<td>Mobilization</td>
<td>9</td>
<td>$2,450.00</td>
<td>Each</td>
<td>$22,050.00</td>
</tr>
</tbody>
</table>

**Quantities are not guaranteed. Final payment will be based on actual quantities**

**GRAND TOTAL QUOTE $76,928.21.**
# EXHIBIT “C”
## CERTIFICATE OF INSURANCE

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

<table>
<thead>
<tr>
<th>Name and Address of Agency</th>
<th>COMPAN Y LETTER</th>
<th>COMPAN Y LETTER</th>
<th>COMPAN Y LETTER</th>
<th>COMPAN Y LETTER</th>
<th>COMPAN Y LETTER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A</td>
<td>B</td>
<td>C</td>
<td>D</td>
<td>E</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name and Address of Insured</th>
<th>COMPAN Y LETTER</th>
<th>COMPAN Y LETTER</th>
<th>COMPAN Y LETTER</th>
<th>COMPAN Y LETTER</th>
<th>COMPAN Y LETTER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>C</td>
<td>D</td>
<td>E</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Company Letter</th>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Effective Date (mm/dd/yy)</th>
<th>Policy Expiration Date (mm/dd/yy)</th>
<th>ALL LIMITS IN THOUSANDS</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Any Auto</td>
<td>□ All owned Autos</td>
<td>□ Scheduled Autos</td>
<td>□ Hired Autos</td>
<td>□ Non-Owned Autos</td>
<td></td>
</tr>
<tr>
<td>Excess Liability</td>
<td>□ Umbrella Form</td>
<td>□ Other than Umbrella Form</td>
<td>□ Claims Made □ Occurrence</td>
<td></td>
<td>Bodily Injury (Each Person) $</td>
</tr>
<tr>
<td>Workers' Compensation and Employer's Liability</td>
<td>Statutory</td>
<td>(Each Accident) $</td>
<td>(Disease-Policy Limit) $</td>
<td>(Disease-Each Employee) $</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
<table>
<thead>
<tr>
<th>Lee County Port Authority</th>
<th>Name and Address of Certificate Holder</th>
</tr>
</thead>
<tbody>
<tr>
<td>11000 Terminal Access Road</td>
<td>Date Issued: _________________________</td>
</tr>
<tr>
<td>Suite 8671</td>
<td>Authorized Representative: _________________________</td>
</tr>
<tr>
<td>Fort Myers, Florida 33913</td>
<td>Address: _________________________</td>
</tr>
<tr>
<td></td>
<td>Telephone #: _________________________</td>
</tr>
</tbody>
</table>
CERTIFICATE OF INSURANCE EXPLANATION

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

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

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

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

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

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

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

SEVERABILITY OF INTERESTS PROVISION

With respect to claims involving any Insured at interest hereunder, each such interest shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured. This agreement, however, shall not operate to increase the limits of the Insurance Company's liability.
Lee County Port Authority
Service Provider Agreement
RFB 20-31MLW
Runway Rubber Removal
At Southwest Florida International Airport

This Service Provider Agreement is entered this ______ day of ____________, 2020, between the Lee County Port Authority, a political subdivision and special district of the State of Florida ("Authority"), at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and Waterblasting, LLC, D/B/A Waterblasting.com, a Delaware corporation, authorized to do business in Florida ("Provider"), at 3920 S.E. Commerce Avenue, Stuart, FL 34997, Federal Identification Number 47-2876221.

WITNESSETH

Whereas, the Authority desires to obtain goods and/or services from Provider as described below for the Runway Rubber Removal Project at the Southwest Florida International Airport in Fort Myers, Florida; and,

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

Whereas, the Provider has reviewed the goods and/or services required under this Agreement and has submitted a bid agreeing to provide the requested goods or services, and states that it is qualified, willing and able to provide and perform all such services and provide any goods required according to the provisions, conditions and terms below and in accord with all governing federal, state and local laws and regulations; and

Whereas, the Provider has been selected to provide the goods and/or services described below as the result of a competitive selection process by Authority in accord with any applicable Florida Statutes and the Authority's Purchasing Policy, as approved by the Authority's Board of Port Commissioners.
NOW, THEREFORE, in consideration of the foregoing and the provisions contained herein, and the mutual consideration described below, the parties agree as follows:

1.0 RECITALS

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

2.0 SCOPE OF SERVICES

Provider hereby agrees to provide the goods and/or perform the services required to complete the work set out in Exhibit "A", entitled "Scope of Services", which is attached hereto and made a part of this Agreement.

3.0 REQUEST FOR BIDS AND PROVIDER'S BIDS - INCORPORATION BY REFERENCE

The terms of the Request for Bids, and Provider's Bid received in response to that Request, including any supplementary representations from Provider to Authority during the selection process, are hereby merged into and incorporated by reference as part of this Agreement. If there are any conflicts between the terms of the Request for Bids and this Agreement, or the Provider's Bid and this Agreement, the terms of this Agreement will control. The parties acknowledge that the Authority has relied on Provider's representations and the information contained in Provider's Bid and that those representations and this information has resulted in the selection of Provider to provide goods or perform services under this Agreement.

4.0 NON-EXCLUSIVE AGREEMENT AND PROVIDER SELECTION

Provider acknowledges that this Agreement is non-exclusive and that it is Authority's intent to award an agreement to provide runway rubber removal services to two companies. Each company will be designated as either the "Primary" or "Secondary" Provider for services. The Primary Provider will be the Authority's first contact for the assignment of any work required under this Agreement. If the Primary Provider is unable to fulfill the Authority's needs or meet the required timeline for services, the Secondary Provider would be the next order of contact, as applicable. Additionally, the selection order may be changed by Authority at any time during the term of this Agreement as a result of deficient or non-compliant performance.

5.0 TERM OF AGREEMENT

The term of this Agreement begins on October 1, 2020, and will continue for one (1) year. The term of this Agreement may be extended at Authority's sole option for two (2) additional two (2) year terms upon agreement of the parties. To extend the term, Authority agrees to notify Provider no less than thirty (30) days prior to expiration of the
initial term or any extension term. The parties will agree to the extension and any modifications to the current term in a written extension agreement that is signed by both parties.

6.0 LICENSES

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

7.0 PERSONNEL

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

Services performed under this Agreement shall be performed by Provider's own staff, unless agreed in advance by the Authority.

8.0 STANDARDS OF SERVICE

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

9.0 INDEMNIFICATION AND HOLD HARMLESS

The Provider agrees to be liable for, and shall indemnify, defend and hold harmless Lee County and Authority and their respective commissioners, officers, employees and agents, from and against any and all claims, liabilities, suits, judgments for damages, losses and expenses, including but not limited to court costs, expert witness and professional consultation services, and reasonable attorneys' fees arising out of or resulting from the Provider's services or provision of goods under this Agreement, or Provider's errors, omissions, negligence, recklessness, or the intentional misconduct of Provider or any agent, employee or other person employed or used by Provider in performance of services under this Agreement regardless of whether or not caused by a party indemnified hereunder.

10.0 COMPENSATION AND METHOD OF PAYMENT

10.1 The Authority shall pay the Provider for all requested and authorized goods
provided or services completed in accordance with the requirements, provisions, and/or
terms of this Agreement based on the compensation schedule set forth in Exhibit "B,"
which is attached hereto and made a part of this Agreement, either in a Lump Sum/Not
to Exceed Amount or for Work in Progress, based upon Provider’s monthly invoice, as
described in this Section.

10.2 METHOD OF PAYMENT

(a) PAYMENT PER SQUARE FOOT – Upon receipt of Provider’s invoice and
Authority’s acceptance of Providers’ work, Authority will pay Provider as
specified in Provider’s Bid and Exhibit “B”.

All invoices are understood and agreed to include all direct and indirect
labor costs, personnel related costs, overhead and administrative costs,
out-of-pocket expenses and costs, and any other costs or expenses which
may pertain to the services and/or work to be performed, provided and/or
furnished by the Provider as may be required and/or necessary to complete
each and every task set forth in the Scope of Services.

(b) MONTHLY STATEMENTS - The Provider shall be entitled to submit not
more than one invoice to the Authority for each calendar month. The
monthly invoice shall cover services rendered and completed during the
preceding calendar month. The Provider shall submit the invoices to the
Authority’s Finance Department. The Provider's invoice(s) shall be itemized
to correspond to the basis of compensation as set forth in this Agreement.
Invoices shall include an itemized description of the project, the amount of
time expended, and a description of the goods and services provided. The
invoices shall be accompanied by a monthly progress report specifying the
activities of the previous month and the planned activities for the next
month. Failure by the Provider to follow these instructions shall result in an
unavoidable delay of payment by the Authority.

(c) PAYMENT SCHEDULE - The Authority shall issue payment to the Provider
within thirty (30) calendar days after acceptance of the goods or services
and receipt of an invoice from the Provider that is in an acceptable form and
containing the requested breakdown and detailed description and
documentation of charges. Should the Authority object or take exception
to the amount of any Provider’s invoice, the Authority shall notify the
Provider of such objection or exception within thirty (30) days. If such
objection or exception remains unresolved at the end of the thirty (30) day
period, the Authority shall withhold the disputed amount and make payment
to the Provider of all amounts not in dispute. Payment of any disputed
amount will be resolved by the mutual agreement of the parties to this
Agreement.
11.0 **FAILURE TO PERFORM**

Should the Provider fail to commence, provide, perform and/or complete any of the services and work required under this Agreement in a timely and diligent manner, the Authority may consider such failure as cause to terminate this Agreement. As an alternative to termination, the Authority may, at its option, withhold any or all payments due and owing to the Provider, not to exceed the amount of the compensation for the work in dispute, until such time as the Provider resumes performance of its obligations in accordance with the time and schedule of performance requirements set forth in this Agreement.

12.0 **AUTHORITY'S REPRESENTATIVE**

The Maintenance Department Director shall administer this Agreement for Authority.

13.0 **PUBLIC RECORDS**

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

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

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

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

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

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

Provider agrees not to divulge, furnish or make available to any third person, firm or organization, without Authority's prior written consent, or unless incidental to the proper performance of Provider's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any confidential or exempt information concerning the services to be rendered by Provider hereunder. Provider shall require all of its employees, agents, subcontractors to comply with the provisions of this Article.

14. **PUBLIC RECORDS – COMPLIANCE WITH SECTION 119.0701, FLORIDA STATUTES**

To the extent Operator is "acting on behalf" of Authority in providing services under this Agreement, Operator specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

14.1 Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services required under this Agreement;

14.2 Upon request from the Authority, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

14.3 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

14.4 Meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of Operator upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology system of the Authority.

**IF THE OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OPERATOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (239) 590-4504, 11000 TERMINAL ACCESS ROAD, STE. 8671, FORT MYERS, FL 33913, PUBLICRECORDS@FLYLCPA.COM, HTTPS://FLYLCPA.COM/PUBLICRECORDSREQUESTS.**
15.0 AIRPORT SECURITY REQUIREMENTS

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

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

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

Immediately upon the completion of any work requiring airport security access under this Agreement, or upon the resignation or dismissal or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the Provider, Provider shall notify the Airports Police Department that the Provider's access authorization or that of any of Provider's agents, employees, subcontractors, or invitees has changed. Provider will confirm that notice, by written confirmation on company letterhead, within twenty-four (24) hours of providing initial notice to the Airport's Police Department.

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

16.0 ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The Provider shall not assign or transfer any of its rights, benefits or obligations hereunder without prior written approval of the Authority. The Provider shall have the right, subject to the Authority's prior written approval, to employ other persons and/or firms to serve as subcontractors to Provider for the Provider's performance of services and work under this Agreement.
17.0 PROVIDER AN INDEPENDENT CONTRACTOR

The Provider is an independent contractor and is not an employee or agent of the Authority. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the Authority and the Provider, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. Nor shall anything contained herein be deemed to give any such party a right of action against Authority beyond such right as might otherwise exist without regard to this Agreement.

18.0 INSURANCE

During the term of this Agreement, Provider shall provide, pay for, and maintain, with companies satisfactory to Authority, the types of insurance described herein. Promptly after execution of this Agreement by both parties, the Provider must obtain insurance coverages and limits required as set out below. Provider further agrees to provide Authority's Risk Manager with advance written notice of any cancellation, intent not to renew, material change or alteration, or reduction in the policies' coverages, except in the application of the Aggregate Limits provision of any policy. In the event of a reduction in the Aggregate Limit of any policy, Provider shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. If there is a cancellation, Provider agrees to obtain replacement coverage as soon as possible. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida.

The Authority reserves the right to reject insurance written by an insurer it deems unacceptable because of poor financial condition or other operational deficiency. All insurance must be placed with insurers with an A.M. Best Rating of not less than A-VII. Regardless of this requirement, Authority in no way warrants that the required minimum insurer rating is sufficient to protect the Provider from potential insurer insolvency.

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

All of Provider's insurance coverages shall be primary and non-contributory to any insurance or self-insurance program carried by Authority and applicable to work under this Agreement and shall include a waiver of subrogation in favor of Authority.

No work shall commence, or any goods be provided, under this Agreement unless and until the required Certificates of Insurance are received and approved by Authority.
18.1. INSURANCE REQUIRED

Before starting and until acceptance of the work or goods by Authority, Provider shall procure and maintain insurance of the types and to the limits specified in paragraphs 18.2.1 through 18.2.4, below. All liability insurance policies obtained by Provider to meet the requirements of this Agreement, other than Worker’s Compensation and Employer’s Liability and Professional Liability policies, shall name Authority as an additional insured as to the operations of Provider under this Agreement and shall contain the severability of interests provisions.

18.2. COVERAGES

The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) forms and endorsements or broader where applicable:

18.2.1. **Commercial General Liability Insurance** shall be maintained by Provider. Coverage shall also include, but not be limited to, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations, and Personal Injury and Advertising Coverages. If Provider provides any construction work, it must also include Products & Completed Operations, with the Completed Operations Coverage maintained for any project under this Agreement and then for not less than five (5) years following completion and acceptance by Authority. Limits of coverage shall not be less than the following for Bodily Injury, Property Damage and Personal Injury Combined Single Limits:

<table>
<thead>
<tr>
<th></th>
<th>General Aggregate</th>
<th>Per Occurrence</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$5,000,000</td>
<td>$5,000,000</td>
</tr>
</tbody>
</table>

If the General Liability insurance required herein is issued or renewed on a "claims made" form, as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of any services under this Agreement and shall provide that in the event of cancellation or non renewal the discovery period for insurance claims (Tail Coverage) shall be unlimited.

18.2.2. **Automobile Liability Insurance** shall be maintained by Provider as to ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles with limits of not less than:

<table>
<thead>
<tr>
<th></th>
<th>Bodily Injury Liability – Per Person</th>
<th>$2,000,000 Combined Single Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Damage</td>
<td>$100,000</td>
<td></td>
</tr>
<tr>
<td>OR</td>
<td>Combined Single Limit</td>
<td>$2,000,000 Per Accident</td>
</tr>
</tbody>
</table>

18.2.3. **Pollution Liability Insurance** - Provider shall maintain pollution liability insurance, including the cost of defense during the term of this Agreement and for a period...
of five (5) years following the completion of all services under this Agreement. Such coverage shall apply specifically to the services/scope of work outlined in the Agreement and shall include, but not limited to, Pollution Legal Liability (legal liability arising out of the discharge, dispersal, release, seepage, migration, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials or other irritants, contaminants, or pollutants) into or upon land, the atmosphere, or any watercourse or body of water, including groundwater at, under, or emanating from the site of services:

<table>
<thead>
<tr>
<th>Each Loss or Expense</th>
<th>$2,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000 per 1 year policy period</td>
</tr>
</tbody>
</table>

18.2.4. Worker's Compensation and Employers Liability Insurance shall be maintained by Provider during the term of this Agreement for all employees engaged in the work under this Agreement, in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than:

<table>
<thead>
<tr>
<th>Worker's Compensation Florida Statutory Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employer's Liability</td>
</tr>
<tr>
<td>Each Accident</td>
</tr>
<tr>
<td>Disease Each Employee</td>
</tr>
</tbody>
</table>

The insurance company shall waive its Rights of Subrogation against Authority.

18.2.5. Certificates of Insurance - Provider must use Authority's Certificate of Insurance attached as Exhibit “C” or a similar form acceptable to Authority's Risk Manager to verify coverages. The Certificate of Insurance must be completed on a "sample only" basis by Provider's insurance representatives and must be submitted for Authority's review as to acceptability. Upon acceptance, the Certificates must be signed by an Authorized Representative of the insurance company/companies shown on the Certificates with proof that he or she is an authorized representative thereof. In addition, copies of all insurance policies shall be provided to Authority, on a timely basis, if requested by Authority. If any insurance provided under this Agreement will expire prior to the completion of the work, renewal Certificates of Insurance on an acceptable form and copies of the renewal policies, if requested by Authority, shall be furnished to Authority thirty (30) days prior to the date of expiration.

18.2.6. Failure to Maintain Insurance - Should at any time Provider not maintain the insurance coverages required by this Agreement, Authority may cancel the Agreement or at its sole discretion is authorized to purchase such coverages and charge Provider for such coverages purchased. Authority shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Authority to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.
19.0 NOTICE REGARDING PUBLIC ENTITY CRIMES

Section 287.133(3)(a) (1995) requires the Authority to notify Bidder/Lessee/Tenant of the provisions of Section 287.133(2)(a) F.S.

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

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

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

20.0 OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as art work, layouts and copy in draft or final form, photographs, mailing lists, printed materials, computer programs, memoranda, research notes, evaluations, reports and other records and data relating to the services specifically prepared or developed by the Provider under this Agreement shall be the property of the Provider, until the Provider has been paid for performing the services and work required to produce such documents.

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

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

21.0 MAINTENANCE OF RECORDS

The Provider will keep and maintain adequate records and supporting documentation concerning the procurement and applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the Provider for a minimum of five (5) years from the date final payment has been made or termination of this Agreement, or for such period as required by law.
The Authority, the FAA, the Comptroller General of the United States and their authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement, and during the period set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the Provider.

22.0 NO THIRD PARTY BENEFICIARIES

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

23.0 GOVERNING LAW

This Agreement shall be interpreted, construed and governed by the laws of the State of Florida. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement shall be brought either in the Florida state courts in Lee County, Florida, or in the United States Federal District Court for the Middle District of Florida, Fort Myers Division. The prevailing party in any such suit or action shall be entitled to recover their reasonable attorneys' fees and court costs.

24.0 PROHIBITED INTERESTS

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

25.0 LOBBYING CERTIFICATION

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

If any funds other than Federal appropriated funds have been paid by the Port Authority to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
The Port Authority shall require that the language of this section be included in this award document and any award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

26.0 COVENANTS AGAINST DISCRIMINATION

26.1 DBE POLICY. It is the policy of the Department of Transportation (the "DOT") that Disadvantaged Business Enterprises ("DBE's") as defined in 49 CFR Part 23 and Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Part 26 apply to this Agreement. The Provider agrees to ensure that DBE's as defined in 49 CFR Part 23 and Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Provider shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 and Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts.

26.2 PROMPT PAYMENT REQUIREMENTS. Authority has adopted a DBE Program in compliance with 49 CFR Part 26, therefore, the following requirement will apply to all contracts funded, either wholly or in-part, with DOT financial assistance:

Provider agrees to pay each subconsultant under this contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment Provider receives from Authority. Provider agrees further to return any retainage payments to each subconsultant within thirty (30) days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment beyond these time limits may occur only for good cause following written approval of the delay by Authority. This clause applies to both DBE and non-DBE subconsultants.

26.3 INCORPORATION OF PROVISIONS. Provider shall include the provisions of paragraphs 26.1 through 26.2 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Provider shall take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Provider may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Provider may request the United States to enter into such litigation to protect the interests of the United States.
27.0 **Nondiscrimination Clause**

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

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

28.0 **General Civil Rights Clause**

Provider must agree to comply with applicable statutes, Executive Orders and rules established to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability, be excluded from participating in any activity conducted with or benefitting from Federal assistance.

This provision binds the Provider and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

29.0 **E-Verify Clause**

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

29.1. All persons employed by Provider during the term of this Agreement.

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

Provider further agrees that it will require each contractor or subcontractor performing work or providing services under this Agreement to enroll in and use the U.S.
Department of Homeland Security's E-Verify Program for Employment Verification to verify the employment eligibility of all persons employed by the contractor or subcontractor during the term of this Agreement.

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

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

30.0 HEADINGS

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

31.0 ENTIRE AGREEMENT

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

32.0 NOTICES AND ADDRESS

32.1 All notices required and/or made pursuant to this Agreement to be given by either party to the other shall be in writing and shall be delivered by hand or by United States Postal Service, first class mail service, postage prepaid, and addressed to the following addresses of record:

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

WATERBLASTING, LLC
3920 S.E. Commerce Avenue
Stuart, FL 34997
Attention: Mike Nardone, COO

32.2 CHANGE OF ADDRESS - Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.
33.0 **TERMINATION**

This Agreement may be terminated by the Authority at its convenience, or due to the fault of the Provider, by giving thirty (30) calendar days written notice to the Provider.

34.0 **TERMINATION UNDER SECTION 287.135, F.S.**

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

35.0 **WAIVER OF BREACH**

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

36.0 **SECURING AGREEMENT DISCLOSURE**

The Provider warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any person or company to secure this Agreement, other than a bonafide employee of Provider.

37.0 **AMENDMENTS OR MODIFICATIONS**

The terms of this Agreement may be amended, in writing, by the Agreement of both parties. Any modifications to the terms of this Agreement will only be valid when issued in writing as a properly executed Amendment to the Agreement and signed by both parties.

38.0 **ACCEPTANCE**

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

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective the day and year first written above.
ATTEST: CLERK OF COURTS
LINDA DOGGETT

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

By: ____________________________
Deputy Clerk

By: ____________________________
Chair or Vice Chair

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

By: ____________________________
Port Authority Attorney’s Office

Signed, Sealed and Delivered
in the presence of:

Witness

Witness

WATERBLASTING, LLC, D/B/A
WATERBLASTING.COM
Provider

Authorized Signature for Provider

By: ____________________________
Printed Name

Title
EXHIBIT “A”

SCOPE OF SERVICES

General

Provider will be required provide all labor, supervision, materials, tools and equipment, accessories and consumables necessary to perform high-pressure water removal of rubber and pavement markings from runway touchdown areas. Provider must provide any other items necessary or proper for, or incidental to, performing runway rubber removal services for the Authority at Southwest Florida International Airport (RSW) in accordance with these specifications. Services are to be provided upon the Authority’s request and at various times during the term of the contract.

Estimated Quantities

Based on available historical data, there were approximately four cleanings under 90,000 square feet and five cleanings greater than 90,000 square feet performed during a typical twelve-month period. The estimated quantities set forth on the bid form represent the combined square footages for cleaning over and under 90,000 square feet and are for tabulation and evaluation purposes. No guarantee is expressed or implied as to the quantities ordered or amount of compensation paid during the term of this Agreement. Final payment for all services is based on the actual quantities of services performed.

Regulations

The Provider shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.

The Provider shall obtain all permits, licenses and certificates, or any approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, which are necessary for the proper execution of the work specified herein.

The Provider shall report immediately to the Authority’s representative any spillage or dumping of hazardous materials caused or made by it or its subcontractor(s) while on Authority property. The Provider shall be responsible for all cleanup and any related costs incurred for such incidents.

During the term of this Agreement, the Provider shall keep current and, if requested by the Authority, provide copies of all licenses, registrations or permits that are required by applicable governing agencies to perform the require work. The Provider shall keep a copy of all licenses, registrations and permits on the jobsite while performing work.

Safety Data Sheets

The Provider shall comply with Federal and State right-to-know laws if hazardous materials are used in the work. SDS (Safety Data Sheets) shall be accessible and made available to all workers and Authority’s representatives.

The Provider is required to inform all workers and persons affected by the work of the Safety Data Sheet(s) on all products being utilized. No materials or equipment will be left unattended or stored on the worksite at any time.
**Hours of Operation**

All activities must be coordinated with the Airport Facilities Maintenance Department.

All rubber removal operations must occur after the last scheduled flight each day with actual work to be performed between 11:30 P.M. and 5:00 A.M. (or between last and first flights). The starting time and finish time may be adjusted to accommodate schedule changes or flight delays. Work is to be conducted on consecutive days, regardless of weekend(s) until the requested work is completed, with pre and post inspections to be included in an 11:00 p.m. and 7:00 a.m. time frame.

Provider shall not perform any work during Authority’s observed holidays without the prior written permission of the Authority. The Provider shall give the Authority sufficient advance notice to request working on Authority observed holidays to allow the Authority’s representative to assess the impact that such work would have on Authority’s scheduled operations and then approve or deny the request.

If an emergency condition is declared by either the Authority’s Executive Director, the Director of Operations or their designee, the Provider will perform work during such hours as specified by the Authority.

**Personnel**

Provider shall consider all State and Federal regulations concerning the wages and hours of its employees, including but not limited to, the Florida Human Relations Act, the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.

Provider’s personnel shall provide all services in a professional manner.

Provider shall provide a qualified and competent person onsite with the ability to converse in English, to supervise the performance of the work and to understand and carry out instructions during the performance of the work. This supervisor is responsible to supervise the operations and shall have the authority to represent and act on behalf of the Provider. It will be the Provider’s responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and/or around the work areas that relate to them or the services being performed by them under the proposed this Agreement. In addition, the Provider must have someone in attendance at all times who can communicate instructions to all employees.

Provider shall maintain a drug-free workplace within the meaning of the Florida Drug-free Workplace Act and no employee shall be retained for work on Authority's premises prior to such employee having tested negative for drugs. In addition, existing employees of the Provider must be subject to drug testing based upon reasonable suspicion of drug use. Testing will be at the successful Provider’s expense.

Provider shall promptly remove from the airport any employee or employees that the Authority deems not satisfactory, and replace such personnel with employees satisfactory to the Authority; however in no event shall Authority be responsible for monitoring or assessing the suitability of any employee or agent of the Provider.

The Provider shall be responsible for ensuring that any articles found by its employees on Authority's premises are turned over to the Authority or the Authority's designated agent.
A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the Airport property. Each of the Provider’s motor vehicles brought on the Authority’s premises shall have the Provider’s business name and/or logo prominently displayed on the vehicle.

While working on airport property all of the Provider’s employees shall wear neat and clean clothing and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.

Identification and Access Requirements

All of the Provider’s personnel and vehicles used in the performance of the work shall be subject to escort by an Authority representative(s). While on the airfield, the Provider’s personnel shall remain at the jobsite within audible distance and in view range of an Authority representative(s). Failure to comply with this requirement, by any personnel, will result in immediate suspension of the work, removal of the personnel from the Airport, and possible termination of this Agreement.

Items Provided by the Authority

The Authority will provide an escort to accompany the Provider and its employees during all phases of the work that are inside the Airfield Operations Area (AOA). The Provider’s vehicles and equipment will not be permitted in or on any other area inside the AOA without direction from the Authority’s representative.

The Authority will provide an uncovered, fenced and paved storage/staging area for Provider’s use at the Authority’s Facilities Maintenance Complex during the term of this Agreement. Provider shall assume sole responsibility for all items stored and for the receipt, unloading, security, and handling of its equipment and materials at the storage/staging area. The storage/staging area and routes of ingress and egress to and from the specified work area(s) will be designated by the Authority. Provider shall remove all equipment and materials from the work site after each night’s work and properly store all equipment and materials used in the performance of the work in the storage/staging area.

Water from a designated fire hydrant near the specified work area(s) will be furnished to the Provider at no cost. Provider shall be responsible to transport and furnish the Authority provided water from the designated source to the work location.

Tools and Equipment Required

The Provider shall provide all equipment necessary and shall utilize maximum safety precautions in the performance of the work.

The Provider shall be obligated to maintain equipment in safe operating condition at all times and shall ensure that such equipment performs to manufacturer’s specification and is operated in compliance with proper safety procedures and practices.

The Provider shall be responsible for all maintenance of any equipment furnished by the Provider and will provide both parts and labor required for such maintenance.

Tools and equipment must be in a good state of repair, safe to use, and must be used in the manner in which they are intended.

Authority shall have the right at all times, but not the obligation, to examine all equipment, vehicles, tools, and supplies used by the Provider, or by its officers, employees, subcontractors or agents in the performance
of the work. If any of the above is deemed unsafe or not in good working condition, the Authority has the right to direct the Provider to remove it from service and repair or replace it promptly.

**Warranty**

The Provider shall notify the Authority promptly, in writing, of any damage the Provider discovers, whether or not such damage was caused by the Provider or its officers, employees, subcontractor or agents.

The Provider shall, at its sole expense and to the Authority's satisfaction, promptly repair any damage to Authority property caused by the Provider or its employees or agents. In the event the Provider has not repaired any such damage within fourteen (14) days after the Authority’s written notice, the Authority may repair such damage at the expense of the Provider and deduct such cost from the next amount due the Provider under this Agreement. If no amounts are due under the agreement, Provider will reimburse the Authority for the cost of any repairs within fifteen (15) days of receiving notice from the Authority.

If damage is determined and/or the results of an inspection, evaluation, and/or test indicate the Provider has not met the requirements stated herein, the Provider shall be liable in accordance with the provisions of the agreement. If necessary, and if the Authority deems it in its best interest, the Authority may provide the Provider additional runway access time to rework failed areas.

**Materials**

For purposes of wastewater and rubber disposal, the Authority will provide designated area(s) and containers for disposal.

The Provider shall supply all necessary products or materials that may be required to perform the services specified herein.

**Performance Requirements**

The Provider shall perform all work in accordance with this Scope of Work, industry standards and manufacturers' specifications. The Provider shall adjust and coordinate its activities to meet the needs and requirements of the Authority and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the Authority.

Any work required beyond that which is specified herein shall be reported in advance to the Authority’s representative. No work shall be performed outside of the specified scope of work by the Provider without prior written authorization from the Authority’s representative.

Approximately thirty (30) days prior to a requested date of service the Authority’s representative will coordinate with the Provider regarding the anticipated start date and estimated square footage requiring runway rubber and pavement markings removal, as well as the area of any ramp scrubbing, if applicable.

The Authority will use visual markers to designate the start and end points of the area(s) requiring service. After Provider’s arrival on-site, and prior to commencement of each requested service, the Authority’s representative will conduct a pre-performance meeting. An authorized representative of the Provider shall attend this conference.
Runway Rubber Removal

At the beginning of each requested service the Provider will perform a Pre-Performance Demonstration/Test.

The Provider shall clean the specified areas in accordance with the following standards:

- A visual standard of a minimum of ninety (90%) percent of the surface texture exposed after cleaning as compared to a similar surface area, measured along the runway edge or on a surface that has not been exposed to aircraft tire rubber or the requested rubber removal service and/or;

- At the Authority's discretion, an applicable MU coefficient as determined by a Runway Friction Coefficient (RFC) test.

The runways are asphalt with grooves. Any damage to the existing runway surface, lights, or joints, to include but not limited to disintegrating/dislodging chunks of asphalt or section of joints or cracking or otherwise damaging lights, resulting from the Provider’s activities shall be verified by visual inspection by the Authority. Repairs are the responsibility of the Provider.

All requested work shall be completed within the constraints of the rate of cleaning and the available time on the airfield. The Provider shall complete all requested work within thirty (30) calendar days after receipt of a written task authorization.

Once rubber removal procedures begin, they shall be continuous within the hours stated herein until the runway is complete, unless halted by an Authority representative.

After each cleaning operation, the Provider must flush the runway clean of all residues and clear the runway of all equipment.

Inspections, Evaluations or Tests

Pre-Performance Demonstration/Test: The Pre-Performance Demonstration/Test shall demonstrate the Provider’s ability to remove rubber and pavement markings, at the rate and degree of cleanliness, without damage to the existing pavement surface, lights or joints, as specified by the FAA. The forty-five second Pre-Performance Demonstration/Test will consist of cleaning a fifty feet by two feet (50' x 2') section of runway, in an area of greatest buildup (as specified by the Authority’s representative).

Provider shall remove rubber and pavement markings from the specified areas at a rate of ten thousand (10,000) square feet per hour. Wastewater and removed rubber/pavement markings and other debris shall be discarded by the Provider in the Authority designated area(s) and/or containers.

Provider will be allowed a maximum of three (3) attempts to successfully pass the Pre-Performance Demonstration/Test. If, after three attempts, the Provider fails to demonstrate its ability to perform the service, the Authority may elect to terminate this Agreement.

The use of chemicals, abrasive materials, grinders, detergents, and/or salt water is not allowed.

Performance Inspections/Evaluations: During or promptly after the performance of a requested service, the Authority reserves the right to conduct inspections or evaluations to determine if the service is being provided in compliance with these requirements. Inspections or evaluations may be made independently by the Authority’s representative or its designee. If deemed necessary by the Authority, the results of such inspections or evaluations shall be documented in writing and submitted to the Provider. If deficiencies are
noted in a report, the Provider shall promptly take action to correct all deficiencies. Any deficiencies noted shall be corrected at no additional cost to the Authority.

Post-Performance Inspections, Evaluations and/or Tests may consist of visual inspection and/or Runway Friction Coefficient (RFC) tests. If the visual inspection or evaluation indicates significant damage or that the runway does not meet or exceed the visual standard, the Authority may, at its discretion, request a Runway Friction Coefficient test ("RFC"). If the Authority’s representative determines a RFC is necessary, the test will be scheduled to be conducted within five (5) working days of the Provider's stated completion of service.

**Additional Services**

In an emergency, or as the Authority may from time to time request, the Provider shall be required to perform additional runway rubber and pavement markings removal and ramp scrubbing outside the scope of this Agreement and upon the written request of the Authority.

Compensation for such additional services shall be at the unit rate set forth in this Agreement.

**Use of Premises**

During the progress of the work, the Provider shall keep the premises free from the accumulation of waste materials and other debris resulting from the work.

If the Provider fails to accomplish the foregoing, the Provider may be held financially responsible for all penalties imposed upon and costs incurred by the Authority to remedy such failure.

**Safety and Protection**

The Provider shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Provider shall take all necessary precautions for safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons affected by the progress of the work.
EXHIBIT "B"

COMPENSATION SCHEDULE

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Annual estimated quantity</th>
<th>Unit Price</th>
<th>Unit of measure</th>
<th>Estimated Price Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Rubber Removal less than ninety thousand (&lt;90,000) Square Feet</td>
<td>739,053</td>
<td>$0.10</td>
<td>Square Foot</td>
<td>$73,905.30</td>
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<tr>
<td>2</td>
<td>Rubber Removal greater than ninety thousand (≥90,000) Square Feet</td>
<td>31,445</td>
<td>$0.10</td>
<td>Square Foot</td>
<td>$3,144.50</td>
</tr>
<tr>
<td>3</td>
<td>Mobilization</td>
<td>9</td>
<td>$0.00</td>
<td>Each</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Quantities are not guaranteed. Final payment will be based on actual quantities

GRAND TOTAL QUOTE $77,049.80
CERTIFICATE OF INSURANCE

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

**Name and Address of Agency**

<table>
<thead>
<tr>
<th>COMPANY LETTER</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
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</thead>
</table>
| **COMPANIES AFFORDING COVERAGE**

**Name and Address of Insured**

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

<table>
<thead>
<tr>
<th>Company Letter</th>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Effective Date (mm/dd/yy)</th>
<th>Policy Expiration Date (mm/dd/yy)</th>
<th>ALL LIMITS IN THOUSANDS</th>
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<tr>
<td></td>
<td>GENERAL LIABILITY</td>
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<td></td>
<td>Commercial General Liability</td>
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<td>Owners &amp; Contractors</td>
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<td>X.C.U. Coverage</td>
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<td>Broad Form Property Damage</td>
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<td>Independent Contractors</td>
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<td>AUTOMOBILE LIABILITY</td>
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<td>Any Auto</td>
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<td>All owned Autos</td>
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<td>Scheduled Autos</td>
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<td>Non-Owned Autos</td>
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<td>EXCESS LIABILITY</td>
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<td>Umbrella Form</td>
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<td>Other than Umbrella Form</td>
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<td>Claims Made</td>
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<td>Occurrence</td>
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<td>WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY</td>
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<td>Contractual Liability Coverage</td>
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**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**
Lee County Port Authority
11000 Terminal Access Road
Suite 8671
Fort Myers, Florida 33913

Name and Address of Certificate Holder

Date Issued: ____________________________

Authorized Representative: ____________________________

Address: ____________________________

Telephone #: ____________________________
CERTIFICATE OF INSURANCE EXPLANATION

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

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

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

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

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

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

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

SEVERABILITY OF INTERESTS PROVISION

With respect to claims involving any Insured at interest hereunder, each such interest shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured. This agreement, however, shall not operate to increase the limits of the Insurance Company’s liability.
## BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

| 1. REQUESTED MOTION/PURPOSE: Request Board award RFB 20-18MLW Airfield Isolation Transformers for the Lee County Port Authority to Integro, LLC, the lowest, responsive, and responsible bidder and authorize Chairman to execute service provider agreement. |
|------------------|------------------|
| 2. FUNDING SOURCE: Account WJ5300041200.504635 |
| 3. TERM: Initial two-year term with one (1) optional two-year renewal. |
| 4. WHAT ACTION ACCOMPLISHES: Establishes a service provider agreement for the procurement of airfield isolation transformers. |
| 5. CATEGORY: 8. Consent Agenda |
| 6. ASMC MEETING DATE: 8/18/2020 |

### 8. AGENDA:
- CEREMONIAL/PUBLIC PRESENTATION
- X CONSENT
- ______ ADMINISTRATIVE

### 9. REQUESTOR OF INFORMATION:
(ALL REQUESTS)
- NAME: Gary Duncan
- DIV.: Aviation

### 10. BACKGROUND:
On May 1, 2020, RFB 20-18MLW entitled “Airfield Isolation Transformers for the Lee County Port Authority” was advertised. Advertisements were also placed on the LCPA website, aviation-related periodicals (Airport Council International-North America, Florida Airports Council, and Airport Minority Advisory Council), and IONWAVE. One hundred and forty-two (142) vendors were notified of the RFB. Eight (8) companies requested to receive the bid package and two (2) responses were received by the deadline on June 19, 2020.

FAA certification compliance requires that commercial service airports install and maintain airfield isolation transformers that meet FAA Advisory Circular Number 150/5345-47C requirements for airfield lighting systems. RSW has over 5,500 electrical fixtures throughout the airfield, each of which are controlled by a single isolation transformer. Each isolation transformer costs between $45 and $110 depending on their specifications. Each year, approximately 650 of these transformers are replaced due to damage caused by lightning strikes, low meg readings, or water intrusion.

Staff recommends the Board award the Airfield Isolation Transformers for Lee County Port Authority service provided agreement to Integro, LLC., the lowest, most responsive, responsible bidder in the annual estimated amount of $42,587.50, plus additional cost as allowed for an initial two-year contract term.

Attachments:
- (1) Bid Tabulation of RFB 20-18MLW
- (2) RFB 20-18MLW

### 11. RECOMMENDED APPROVAL

<table>
<thead>
<tr>
<th>DEPUTY EXEC DIRECTOR</th>
<th>COMMUNICATIONS AND MARKETING</th>
<th>OTHER</th>
<th>FINANCE</th>
<th>PORT ATTORNEY</th>
<th>ACTING EXECUTIVE DIRECTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gary E. Duncan</td>
<td>Victoria B. Moreland</td>
<td>N/A</td>
<td>Brian W. McGonagle</td>
<td>Gregory S. Hagen</td>
<td>Benjamin R Siegel</td>
</tr>
</tbody>
</table>

### 12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:
- APPROVED
- APPROVED as AMENDED
- DENIED
- OTHER

### 13. PORT AUTHORITY ACTION:
- APPROVED
- APPROVED as AMENDED
- DENIED
- DEFERRED to
- OTHER
(3) Bid Submittal Integro, LLC
(4) Service Provider Agreement
Bid Opening Tabulation

Bid Number: RFB 20-18
Bid Title: Airfield Isolation Transformers
Opening Date: Friday, May 29, 2020
Opening Time: 2:00 PM
Opened By: Megan Wilson
Title: Purchasing Agent
Verified By: Attended
Opening: Melissa Wendel, Scott Davis, Carl Keene

<table>
<thead>
<tr>
<th>FIRM</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allen Enterprises, Inc.</td>
<td>92,217.25</td>
</tr>
<tr>
<td>Integro, LLC</td>
<td>42,587.50</td>
</tr>
</tbody>
</table>

** AWARD TO BE MADE AFTER STAFF RECOMMENDATION AND BOARD APPROVAL AT A LATER DATE**
RFB 20-18 MLW Airfield Isolation Transformers

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

REQUEST FOR BIDS (RFB) 20-18MLW
FOR
AIRFIELD ISOLATION TRANSFORMERS FOR THE
LEE COUNTY PORT AUTHORITY

DATED: May 1, 2020

PURCHASING OFFICE DESIGNATED CONTACT
Agent: Megan Wilson
Telephone: (239) 590-4558
E-mail: mlwilson@flyLCPA.com

INQUIRIES/CLARIFICATION REQUESTS DEADLINE:
Tuesday, May 12, 2020, by 5:00 p.m. local time

ELECTRONIC BIDS DUE:
Friday, May 29, 2020, by 2:00 p.m. local time

USE THE BELOW LINK TO VIEW THE OPENING OF BIDS:

Meeting ID
meet.google.com/wfh-kmsr-eoz

Phone Numbers
(U)1 219-225-6875
PIN: 310 001 831#
Contents

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  FORM 2: OFFICIAL BID FORM ............................................................................................................................................ 19
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REQUEST FOR BID 20-18MLW

AIRFIELD ISOLATION TRANSFORMERS
FOR THE LEE COUNTY PORT AUTHORITY

The Lee County Port Authority (Authority) invites the submission of electronic bids from all interested and qualified bidders for the purchase of Airfield Isolation Transformers.

Bid documents are available for download from: https://flylcpa.ionwave.net/Login.aspx or by calling the Lee County Port Authority Purchasing Office at (239) 590-4556.

There is no pre-bid meeting for this solicitation.

Sealed bids must be submitted electronically in Ionwave no later than 2:00 p.m., May 29, 2020.

AMERICANS WITH DISABILITIES: Any person needing special accommodations to attend a public meeting such as a pre-bid meeting or the public opening should contact the Authority’s contact person listed below at least five (5) days prior to the scheduled meeting.

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
PART A- INFORMATION FOR BIDDERS

A.01 PUBLIC RECEIVING AND OPENING OF BIDS
Bids will be opened and read publicly at the time specified in this Request for Bids. The Authority reserves the right to extend this date and time at Authority's sole discretion, when deemed to be in the best interest of the Authority. Bidders, their authorized agents and other interested persons are invited to electronically attend the bid opening.

A.02 SUBMISSION OF BIDS
The submission of the sealed bid to the Lee County Port Authority by the way of IonWave prior to the deadline is solely and strictly the responsibility of the Bidder.

All documents shall be PDF/A compliant. PDF/A compliant documents have embedded fonts and do not reference external files. Layers shall not be preserved from CADD drawings. Scanned documents shall be created as PDF/A compliant, made text searchable and have a minimum resolution of 300 dpi. Submittal in PDF format shall have navigational bookmarks inserted in lieu of any tabs required in the hard copy. The entire submittal shall be contained in a single PDF file.

A.03 DELAYS CAUSED BY TECHNOLOGICAL ISSUES
Electronic submission of sealed bids to the Lee County Port Authority Purchasing Office by way of upload to IonWave prior to the due date and end time stated in IonWave is solely and strictly the responsibility of the Bidder. 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 INQUIRIES/CLARIFICATION
Except during a scheduled pre-bid meeting, the Authority will not respond to oral inquiries concerning this RFB. Each bidder must examine all RFB documents and must judge all matters relating their adequacy and accuracy. Any inquiries, suggestion, or requests concerning interpretation, clarification or additional information pertaining to this RFB must be made through the Purchasing Office. No interpretation of the meaning of the plans, specifications or any other portion of the solicitation documents will be binding if made to any bidder orally by the Authority or by any representative of the Authority. Bidders may submit written email inquiries regarding this RFB to the Purchasing Office contact indicated on the cover page. The deadline to submit to the Purchasing Office, in writing, all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this RFB can be located on the cover page of this RFB. The Authority may choose not to respond to inquiries received after inquiry/clarification deadline has passed.

A.05 DISTRIBUTION OF 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 Vendor Support at 866-277-2645 or info@ionwave.net, or by registering at https://flylcpa.ionwave.net/Login.aspx or by calling the Purchasing Office at (239) 590-4556.

It shall be the responsibility of the Bidder, prior to submitting their bid, to contact the Purchasing Office to determine if addenda to this RFB have been issued and, if issued, acknowledging and incorporating same into their bid. All results concerning this Request for Bids will be posted via Ionwave or may be obtained by contacting the Purchasing Office. All addenda shall become part of the bid documents.
A.06 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.

Each bidder may, at bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions at or contiguous to the project site(s) or otherwise which may affect cost, progress, performance or furnishing of the work and which bidder deems necessary to determine its bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the RFB documents. The Authority will provide each bidder access to the site(s) to conduct such explorations and tests.

Bidder shall fill all holes, clean up and restore the project site(s) to its former condition upon completion of such explorations. The lands upon which the work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by successful bidder in performing the work are identified in the RFB documents.

Prior to submitting a bid, each bidder must examine the project site(s) and all conditions thereon and fully familiarize themselves with the full scope of the work. Failure to become familiar with project site conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any work that is required to complete the project in accordance with the plans and specifications. Bidder shall acknowledge inspection of the project site(s) on his/her signed, submitted Bid Form.

A.07 COST OF PREPARATION

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

A.08 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.09 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.10 GENERAL CIVIL RIGHTS
The successful Bidder agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision binds the successful Bidder and its subcontractors from the bid solicitation period though 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.11 CALCULATIONS, ERRORS, OMISSIONS
All bids will be reviewed mathematically and, if necessary, corrected. In the event of multiplication/addition or extension error(s), the unit pricing shall prevail. In the case of a disparity between the grand total bid price expressed numerically and that expressed in written words, the grand total price expressed in words as shown on the Bidder’s submission will govern.

Bidders must fill in all information requested on the bid forms. All blanks on the bid forms must be legibly completed in ink or typewritten. Where submitted bids have erasures or corrections, such erasures or corrections must be initialed in ink by the Bidder. 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.12 DIRECT PURCHASE
If applicable, the Authority reserves the right to purchase directly, various materials, supplies, and equipment that may be a part of any purchase agreement resulting from this RFB.

A.13 TERMINATION FOR CONVENIENCE
The Authority may cancel any agreement resulting from this RFB at its discretion upon giving thirty (30) calendar days written notice to the successful Bidder. In addition, the Authority reserves the right during the term of the agreement to terminate the agreement with any single successful Bidder and award the agreement to the next ranking Bidder if deemed to be in the Authority’s best interest.

A.14 PUBLIC RECORDS AND DISCLOSURE
Information and materials received by the Authority shall be deemed to be public records subject to public inspection upon the issuance of a notice to award, recommendation for award, or thirty (30) days after bid opening, whichever occurs first. However, certain exemptions to the public records laws are statutorily provided for in Section 119.07.

If a Bidder believes any of the information contained in their response is exempt from disclosure under the Florida public records law, Bidder must specifically identify the material which it claims is exempt and cite the legal authority for the exemption. 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.15 TAX EXEMPT
The Authority is generally a tax-exempt entity, subject to the provisions of the Florida Statutes regarding sales tax. The successful Bidder shall be responsible for complying with the Florida sales and use tax law as it may apply. The amount(s) of compensation set forth in the contract, or in any change orders authorized pursuant to the contract, shall be understood and agreed to include any and all Florida sales and use tax payment obligations required by Florida law of the successful Bidder and all subcontractors or materials suppliers engaged by the successful Bidder.

A.16 EXAMINATION OF BID SOLICITATION INFORMATION
Each Bidder is required, before submitting a bid, to be thoroughly familiar with each and every requirement contained within the solicitation documents, including any addenda. No additional allowances will be made because of lack of knowledge of the requirements contained herein. All Bidders must carefully review the bid documents in their entirety to become familiar with what is required, including information on all bid forms.

A.17 RESERVATION OF RIGHTS
The Authority reserves the right to reject any and/or all bids, accept or reject any alternates, waive irregularities and technicalities if it is in the best interest of the Authority, in the Authority's sole judgement, and conforms to applicable state and local laws or regulations.

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

A.18 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.19 **SCRUTINIZED COMPANIES UNDER SECTION 287.135, FLORIDA STATUTES**
Notwithstanding any provision to the contrary, Authority will have the option to immediately terminate any agreement, in the exercise of its sole discretion, if Bidder is found to have submitted a false certification under Section 287.135(5) F.S. or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Section 215.473 F.S.; or if bidder is engaged in business operations in Cuba or Syria; or has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

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

A.20 **NO LOBBYING:**
All Bidders are hereby placed on notice that the Lee County Port Authority Board of Port Commissioners, Members of the Airports Special Management Committee and all Authority employees are not to be lobbied, either individually or collectively, regarding this solicitation. During the entire procurement process, all Bidders and their subcontractors, or agents are hereby placed on notice that they are not to contact any persons listed above (with the exception of the designated Purchasing Office contact indicated on the cover page of this RFB) if they intend to submit or have submitted a bid for this project. All Bidders and their subcontractors, and any agents must submit individual affidavits with their submission in substantially the form attached, stating that they have not engaged in lobbying activities or prohibited contacts in order to be considered for this Request for Bids. **Joint ventures must file a separate affidavit for each joint venture partner.**

**ANY BIDDER IN VIOLATION OF THIS WARNING SHALL BE AUTOMATICALLY DISQUALIFIED FROM FURTHER CONSIDERATION FOR THIS REQUEST FOR BIDS.**

A.21 **LOCAL VENDOR PREFERENCE**
It is the intent of the Board of Port Commissioners to establish an optional preference for local firms when facts and circumstances warrant that the Authority may grant such a preference. It is not the intent of the Board of Port Commissioners to prohibit, exclude, or discourage persons, firms, businesses, or corporations that are non-local from providing goods and services to the Authority as part of this bid process. All potential respondents, Authority staff, and the Airports Special Management Committee should be advised that the Board of Port Commissioners encourages award of contracts to local vendors, firms, consultants, contractors, and providers when possible to foster the economic growth of the local community.

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 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.22 **RIGHT TO PROTEST**
Any Bidder affected adversely by an intended decision to award any bid shall 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 for inspection and/or copying at the Lee County Port Authority Purchasing Office, 11000 Terminal Access Road, Suite 8671, 3rd Floor, Fort Myers, Florida, 33913. **Failure to follow the protest procedure requirements within the timeframe established by Lee County Port Authority constitutes a waiver of any protest and resulting claims.**

A.23 **FINANCIAL RESPONSIBILITY**  
During the bid evaluation process, Bidders may, upon request by the Authority, be required to demonstrate financial responsibility by furnishing audited financial statements for the past two fiscal years. Such statements must be prepared in accordance with generally acceptable accounting practices and include an independent Certified Public Accountant (CPA) statement and shall be provided to the Authority within ten (10) calendar days of the Authority’s request.

A.24 **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.25 **COMPLIANCE WITH STATE AND FEDERAL REQUIREMENTS**  
In agreements financed in whole or in part by Federal or State grant funds, all requirements set forth in the grant documents or in the law, rules, and regulations governing the grant, including federal or state cost principles, shall be satisfied. To the extent that they differ from those of the Authority, the cost principles of the grantor shall be used.

A.26 **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.27 **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.28 **WITHDRAWAL OR REVISION OF BIDS**  
A Bidder may withdraw or revise a bid (by withdrawal of one (1) bid and submission of another) provided the Bidder’s written request to withdraw is received by the Authority before the time specified for receiving the bids. Revised bids must be received prior to the date and time of the bid opening at the place specified. Bids that have been properly withdrawn (by written request) prior to the scheduled opening time or received after the time specified for opening bids will be returned to the Bidder unopened.

A.29 **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
authorized 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.30 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 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.31 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 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 shall certify by submission of the enclosed public entity crimes certification, that neither they nor their 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.32 BID EVALUATION

Upon evaluation of all bids received, a Notice of Intent to Award may be made to the lowest, responsive, and responsible Bidder(s) whose bid(s) 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 any Bidder to provide the required goods and services in accord with the agreement and to the satisfaction of the Authority and within the time prescribed. The Authority may reject any bid if the evidence submitted by the Bidder, or an investigation
of the qualifications and/or experience of the Bidder, fails to satisfy the Authority that such Bidder is sufficiently qualified or experienced to provide the goods or services required, or to carry out the obligations as required in this Request for Bids.

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

A.33 EXECUTION OF AGREEMENT
The successful Bidder(s) shall execute and return the Service Provider Agreement within ten (10) calendar days from issuance of the notice of intent to award the bid. **The successful Bidder will be required to execute the Service Provider Agreement in substantially the form attached, unless amended during the bid process and prior to the opening of bids.** Failure of the successful Bidder to execute the Service Provider Agreement within ten (10) calendar days from the date the notice of intent to award is announced shall be just cause for cancellation of the award and forfeiture of the bid bond.

Upon receipt of the Service Provider Agreement executed by the successful Bidder, the Authority will submit the agreement for review and approval of the Board of Port Commissioners; complete the execution of the awarded service provider agreement in accordance with local laws or ordinances, and return one fully executed original agreement, along with the bid bond, if applicable, to the Bidder. Delivery of the fully executed awarded agreement to the Bidder shall constitute the Authority’s approval to be bound by the successful Bidder's bid and the terms of the service provider agreement.

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

A.34 PAYMENT
The accepted bid price for the scope of work to be provided will be paid to the successful Bidder after completion and acceptance of the work and upon receipt of the successful Bidder's invoice. **All invoices shall include purchase order number or Contract number, as applicable and shall be submitted to Lee County Finance Department, PO Box 2463, Fort Myers, Florida, 33902.**

[END of PART A.]
PART B - SPECIAL INSTRUCTIONS AND REQUIREMENTS

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

B.01 MINIMUM QUALIFICATIONS

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

Bidders pricing must be for products listed on Bid Form 2. Products must meet FAA AC No 150/5345-47C or most recent specification for series to series isolation transformers for airport lighting systems. Bidder is required to provide the specifications sheets and warranty information for each submitted product listed on the bid. If specifications are not submitted with your bid form you may be deemed non-responsive.

B.02 BASIS OF AWARD

The award will be based on the lowest, responsive and responsible Bidder. The lowest bid will be based on the grand total of the extended cost. To be considered for award, bidder is required to bid all line items.

The lowest, responsible bidder shall mean that bidder who makes the lowest bid to sell goods and/or provide services of a quality which meets or exceeds the quality of goods and/or services set forth in the RFB documents or otherwise required by the Authority.

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 have 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.

The Authority reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to furnish the services and products requested. Any information the Authority deems necessary to make this determination must be provided by the bidder. Such information may include, but shall not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.

[END OF PART B.]
PART C- SPECIFICATIONS

C.01 INTENT
The Lee County Port Authority is looking for a single vendor to supply FAA approved Airfield Isolation Transformers. Airfield isolation transformers are used to isolate high operating voltage for constant current airfield lights in a series circuit.

C.02 QUALITY STANDARDS
The following products are required:

- L-830-16 10/15 watt 6.6 amp 60HZ
- L-830-1 30/45 watt 6.6 amp 60HZ
- L-830-4 100 watt 6.6 amp 60HZ
- L-83-18 150 watt 6.6 amp 60HZ
- L-830-6 200 watt 6.6 amp 60HZ
- L-830-10 300 watt 6.6 amp 60HZ
- L-830-3 65 watt 6.6 amp 60HZ

All products must meet FAA AC N0 150/5345-47C, latest approved specification, for series to series isolation transformers for airport lighting systems. All isolation transformer connections are to be made without the use of heat shrink and compatible with the use of a “complete kit” L-823 primary connector kit. All specifications sheets and warranty information for each product listed below must be submitted with bid.

C.03 FIRM PRICES
The Bidder warrants its’ bid prices to be firm for the term of the Agreement, and any renewal term of the Agreement, if granted by the Authority.

C.04 ORDERING, PACKING AND SHIPPING
Ordering. Items will be acquired as needed over the terms of the Agreement. Purchase orders will be issued for actual quantities of items required on an as needed basis. The bidder must mark the number of items in each order on the container and enclose a packing list with the purchase order number of each container. Packing lists shall be enclosed in each and every box or package shipped, indicating the contents therein.

Packing. No additional charges will be allowed for special handling, packing, wrapping, bags, containers, reels, etc.

Shipping. All items must be prepared and packed for shipment in a manner that will prevent damage in transit. The Port Authority is not liable for extra charges for packing, cartage, or anything else.

C.05 INSPECTION
All items are subject to inspection and approval by the Port Authority prior to acceptance. Such inspection shall be made within a reasonable time, irrespective of the date of delivery. The Port Authority may return rejected items at the bidder's expense. The bidder shall not replace items returned unless so directed by the Port Authority in writing.

C.06 CHANGES
The Authority will not accept any change to the listed products without the express written approval of the Authority.

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C.07 INVOICES
All invoices, packing lists, packages, shipping notices, and other written documents affecting the order must contain the applicable purchase order number and Port Authority stock number. Invoices will not be processed for payment until all items are received.

C.08 DELIVERY
All prices submitted by the bidder must be FOB destination. If the delivery date will be delayed from the date as specified on a purchase order, the bidder must give prior notification to Authority and obtain written approval from the Authority for the delay. With respect to delivery, time is of the essence and the purchase order is subject to termination for failure to deliver on time. The acceptance of late performance with or without objection or reservation shall not waive the right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the bidder. The Port Authority reserves the right to obtain goods from another source when items have not been delivered within a reasonable period of time.

C.09 WARRANTY
The vendor warrants that all items supplied under the Agreement will conform to the specifications herein, and are fit for the purpose for which such goods are ordinarily employed, the material must then fit that particular purpose. The vendor and the Port Authority agree that orders under the Agreement do not exclude, or in any way limit, other warranties provided in the agreement or by law.

The vendor agrees that any item purchased under the Agreement and stocked by the Port Authority which subsequently becomes obsolete, may be returned to the vendor for full credit, provided the material is in saleable condition. Any shipping charges resulting from returned obsolete material will be paid by the Port Authority.

C.10 TERM
It is intended that any agreement awarded under this RFB will become effective on September 1, 2020. The term of the contract will be for two (2) years with an option reserved to the Authority to extend the term of the agreement for one (1) additional two (2) year renewal period by notifying the Provider in writing at least thirty (30) days in advance of the expiration date of the initial term or any extension term. Extension of the Agreement for the renewal periods will be upon the same terms and conditions, including prices, and shall be at the sole discretion of the Authority.

[END OF PART C]
PART D - INSURANCE, INDEMNIFICATION REQUIREMENTS

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 must 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 insurance provided will include coverage for all parties employed by the bidder. At the discretion of the Authority, insurance limits may be reevaluated and revised at any time during the term of the agreement.

All bidders should 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.

D.01 Insurance Requirements (Types and Limits)
Successful bidder must provide the following types of insurance with minimum limits as indicated:

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.

Builder’s Risk Insurance is required for agreements which include the construction of roadways, taxiways, runways, and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment.

Builder’s Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Lee County Port Authority, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed

- The policy shall not carry a self-insured retention/deductible greater than $10,000

Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.
D.02 **Additional Insured**
The Authority shall be named as an additional insured on all policies except for workers’ compensation. The policy shall be endorsed to include the following language “The Lee County Port Authority, its officers, officials and employees, are to be covered as an additional insured with respect to liability arising out of the “work” or operations performed by or on behalf of the insured, including materials, parts or equipment furnished in connection with such Work or Operations.”

D.03 **Acceptability of Insurers**
Insurance must 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.

D.04 **Waiver of Subrogation**
Insurance will be primary and noncontributory and must include a Waiver of Subrogation by both the successful bidder 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.

D.05 **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 shall furnish a certificate of insurance using an ACORD form and containing the solicitation number with the 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 shall be duly licensed to provide coverage and honor claims within Florida. Send the certificate of insurance with 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.

D.06 **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.

D.07 **Change in coverage**
The successful bidder 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 shall be sent directly to the Lee County Port Authority Risk Manager, 11000 Terminal Access Road, Suite 8671, Fort 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.

D.08 **Subcontractor’s requirement**
The successful bidder must ensure that its agents, representatives, and subcontractors comply with the insurance requirements set forth herein.
D.09 **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 shall be interpreted as a waiver of the Authority’s rights, including the limitation of waiver of immunity, as set forth in Florida Statutes Section 768.28, or any other statutes, and the Authority expressly reserves these rights to the fullest extent allowed by law.

D.10 **Indemnification, General Liability & Patent or Copyright**

The successful bidder shall indemnify, hold harmless, and defend Lee County, Lee County Port Authority and their respective Boards of Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, claims, damages, demands, expenses, or actions, either at law or in equity, 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 bidder, or anyone performing any act required of the bidder in connection with performance of any contract awarded pursuant to this Request for Bids.

These obligations shall 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, specifications, and insurance. 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 the items requested in this bid. I agree to hold pricing for at least 150 calendar
days to allow the Authority time to properly evaluate this bid. I agree that the Authority terms and conditions
(http://www.flylcpa.com/purchasing/) herein shall take precedence over any conflicting terms and conditions
submitted with the bid and agree to abide by all conditions of this document.

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

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

NAME OF BUSINESS ____________________________________________________________

MAILING ADDRESS __________________________________________________________

AUTHORIZED SIGNATURE _______________________________________________________

CITY, STATE & ZIP CODE ______________________________________________________

NAME, TITLE, TYPED __________________________________________________________

TELEPHONE NUMBER / FAX NUMBER __________________________________________

FEDERAL IDENTIFICATION # __________________________________________________

EMAIL ADDRESS ____________________________________________________________

State of: ___________________________________________________________________

County of: ___________________________________________________________________

This foregoing instrument was acknowledged before me this ________________________, day of
_____________________________ , 20___, by ________________________________________, who is personally known to

me or produced ____________________________________________________________, as identification.

__________________________________________________  Serial/Commission No.

Signature of Notary

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FORM 2: OFFICIAL BID FORM

BIDDER'S NAME: _____________________

ELECTRONIC BIDS ARE DUE ON: FRIDAY, MAY 29, 2020 PRIOR TO 2:00 P.M. LOCAL TIME

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, Specifications, and Insurance, forms, and other contract documents, and having fulfilled bid requirements herein, agrees to furnish all labor, materials, and other incidentals necessary to perform in full accordance with these documents and, if awarded the contract, to provide the following bid items based on the following bid schedule:

Lead time is to be calculated from the time the bidder receives the purchase order until the time the product is delivered to the Port Authority. Annual quantities listed below are estimated and not guaranteed. Purchase of below material is as-needed. Final payment will be based on actual quantities purchased.

Multiply the cost per each by the estimated quantity for each line item to arrive at the extended amount.

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Lead-Time for Delivery (days)</th>
<th>Cost per each</th>
<th>Estimated Quantity</th>
<th>Extended Total (cost per each x estimated quantity)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. L-830-16 10/15 watt 6.6 amp 60HZ</td>
<td></td>
<td>$</td>
<td>150</td>
<td>$</td>
</tr>
<tr>
<td>2. L-830-1 30/45 watt 6.6 amp 60HZ</td>
<td></td>
<td>$</td>
<td>150</td>
<td>$</td>
</tr>
<tr>
<td>3. L-830-4 100 watt 6.6 amp 60HZ</td>
<td></td>
<td>$</td>
<td>150</td>
<td>$</td>
</tr>
<tr>
<td>4. L-83-18 150 watt 6.6 amp 60HZ</td>
<td></td>
<td>$</td>
<td>150</td>
<td>$</td>
</tr>
<tr>
<td>5. L-830-6 200 watt 6.6 amp 60HZ</td>
<td></td>
<td>$</td>
<td>25</td>
<td>$</td>
</tr>
<tr>
<td>6. L-830-10 300 watt 6.6 amp 60HZ</td>
<td></td>
<td>$</td>
<td>25</td>
<td>$</td>
</tr>
<tr>
<td>7. L-830-3 65 watt 6.6 amp 60HZ</td>
<td></td>
<td>$</td>
<td>25</td>
<td>$</td>
</tr>
</tbody>
</table>

EXTENDED TOTAL OF BID ITEMS 1-7:  $
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: ____________________________

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

Signature of Notary __________________________ Serial/Commission No. __________________________

NOTE: THIS FORM IS REQUIRED FROM ALL BIDDERS
FORM 4: PUBLIC ENTITY CRIMES FORM

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

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

A person, affiliate, or corporation who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

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

BIDDER’S NAME: ____________________________________________
FORM 5: BIDDER’S SCRUTINIZED COMPANIES CERTIFICATION

Bidder 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: ______________________________
This foregoing instrument was acknowledged before me this __________________________ day of ____________, 20___, by ______________________________, who is personally known to me or produced ______________________________ as identification.

__________________________________________________
Signature of Notary

Serial/Commission No.

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: ____________________________

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

_______________________________________  ____________________________
Signature of Notary                  Serial/Commission No.

[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:

<table>
<thead>
<tr>
<th>not applicable</th>
<th>too rigid</th>
<th>too vague</th>
</tr>
</thead>
<tbody>
<tr>
<td>not clearly understood</td>
<td>Insufficient time allowed for preparation</td>
<td></td>
</tr>
</tbody>
</table>

________________________ 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: ____________________________________________________________
Supplier Information

Company Name: Integro, LLC
Contact Name: Michelle Skinnon
Address: 30 Peter Court
           New Britain, CT 06051

Phone: 840-826-0551
Fax: 840-832-8945
Email: mskinnon@integro-usa.com

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Michelle P. Skinnon
Print Name

Michelle P. Skinnon
Signature
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, specifications, and insurance. 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 the items requested in this bid. I agree to hold pricing for at least 150 calendar days to allow the Authority time to properly evaluate this bid. I agree that the Authority terms and conditions (http://www.flylcpa.com/purchasing/) herein shall take precedence over any conflicting terms and conditions submitted with the bid and agree to abide by all conditions of this document.

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

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

Integro LLC
NAME OF BUSINESS

Michelle P. Skinnon
AUTHORIZED SIGNATURE

Michelle Skinnon, VP Sales
NAME, TITLE, TYPED

06-1419717

FEDERAL IDENTIFICATION #

State of: CT

County of: New Haven

This foregoing instrument was acknowledged before me this ____________ day of May , 20__., by Michelle Skinnon, who is personally known to

me or produced ____________. as identification.

Signature of Notary

30 Peter Court
MAILING ADDRESS

New Britain, CT 06051
CITY, STATE & ZIP CODE

860-824-0551 / 860-832-8905
TELEPHONE NUMBER / FAX NUMBER

mskinnon@integro-usa.com
EMAIL ADDRESS

98797
Serial/Commission No.
ELECTRONIC BIDS ARE DUE ON: FRIDAY, MAY 29, 2020 PRIOR TO 2:00 P.M. LOCAL TIME
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, Specifications, and Insurance, forms, and other contract documents, and having fulfilled bid requirements herein, agrees to furnish all labor, materials, and other incidentals necessary to perform in full accordance with these documents and, if awarded the contract, to provide the following bid items based on the following bid schedule:

Lead time is to be calculated from the time the bidder receives the purchase order until the time the product is delivered to the Port Authority. Annual quantities listed below are estimated and not guaranteed. Purchase of below material is as-needed. Final payment will be based on actual quantities purchased.

Multiply the cost per each by the estimated quantity for each line item to arrive at the extended amount.

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Lead-Time for Delivery (days)</th>
<th>Cost per each</th>
<th>Estimated Quantity</th>
<th>Extended Total (cost per each x estimated quantity)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. L-830-16 10/15 watt 6.6 amp 60HZ</td>
<td>28 days</td>
<td>$45.00</td>
<td>150</td>
<td>$6,750.00</td>
</tr>
<tr>
<td>2. L-830-1 30/45 watt 6.6 amp 60HZ</td>
<td>28 days</td>
<td>$49.00</td>
<td>150</td>
<td>$7,350.00</td>
</tr>
<tr>
<td>3. L-830-4 100 watt 6.6 amp 60HZ</td>
<td>28 days</td>
<td>$75.00</td>
<td>150</td>
<td>$11,250.00</td>
</tr>
<tr>
<td>4. L-83-18 150 watt 6.6 amp 60HZ</td>
<td>28 days</td>
<td>$76.50</td>
<td>150</td>
<td>$11,475.00</td>
</tr>
<tr>
<td>5. L-830-6 200 watt 6.6 amp 60HZ</td>
<td>28 days</td>
<td>$75.75</td>
<td>25</td>
<td>$1,893.75</td>
</tr>
<tr>
<td>6. L-830-10 300 watt 6.6 amp 60HZ</td>
<td>28 days</td>
<td>$108.75</td>
<td>25</td>
<td>$2,718.75</td>
</tr>
<tr>
<td>7. L-830-3 65 watt 6.6 amp 60HZ</td>
<td>28 days</td>
<td>$58.00</td>
<td>25</td>
<td>$1,450.00</td>
</tr>
</tbody>
</table>

EXTENDED TOTAL OF BID ITEMS 1-7: $42,587.50 |
FORM 3: LOBBYING AFFIDAVIT

Michelle Skinnon, 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: Michelle Skinnon

Date: 5/28/20

State of: CT
County of: NEW HAVEN

This foregoing instrument was acknowledged before me this 28th day of May, 2020 by Michelle Skinnon, who is personally known to me or produced __________________________ as identification.

Signature of Notary 98797

Serial/Commission No.

NOTE: THIS FORM IS REQUIRED FROM ALL BIDDERS
FORM 4: PUBLIC ENTITY CRIMES FORM

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

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: Integrity, LLC
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.

[Signature]

Authorized Signature

State of: CT

County of: NEW HAVEN

This foregoing instrument was acknowledged before me this 28th day of May, 2020, by Michale Skinner, who is personally known to me or produced as identification.

[Signature of Notary]

Serial/Commission No.

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

Page 22 of 27
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.

Michelle Skinner
Printed Name
VP Sales & Marketing
Title
Michelle Skinner
Signature

State of: CT
County of: NEW HAVEN
This foregoing instrument was acknowledged before me this 28th day of May, 2020, by Michelle Skinner, who is personally known to me or produced ______ as identification.

Signature of Notary

Serial/Commission No.

[Remainder of page intentionally left blank]
L-830 Series Isolation Transformers

Application
Integro FAA Approved Series Isolation Transformers are used to isolate high operating voltages for constant current airfield lights in a series circuit. They are encapsulated and designed to operate efficiently while submerged in water. They are approved to operate between -35°C and +65°C and can be installed above ground, in metal cans or direct buried.

Where They Are Used
Integro Series Isolation Transformers are installed at most airports in the United States and Mexico, as well as international countries in South America, Europe, Asia and Africa. Our American made Series Isolation Transformers are also preferred at many military airports in the United States.

Approvals and Testing
Integro Series Isolation Transformers are approved to the FAA L-830 specification and are certified by Intertek Testing Labs to FAA Advisory Circular 150/5345-47. All Integro Transformers undergo 100% Quality Testing which includes visual inspection, heat testing and HiPOT testing after heating and 12 hour soaking.

Design
Integro Series Isolation Transformers are wound for 6.6 and 20 Amp primary circuit applications. They are encapsulated in thermoplastic rubber for superior durability and dielectric strength and are manufactured with 2 primary and 1 secondary FAA L-823 listed leads.

Leads:
Style 2 - Male Primary Lead on 8/1 cable, 24" long (Rated 25 Amps and 5,000 Volts)
Style 9 - Female Primary Lead on 8/1 cable, 24" long (Rated 25 Amps and 5,000 Volts)
Style 8 - Female Secondary Lead on 12/2 TPV cable, 48" long (Rated 20 Amps and 600 Volts)

<table>
<thead>
<tr>
<th>FAA Designation</th>
<th>Integro Part #</th>
<th>Wattage</th>
<th>Primary/Secondary Amps</th>
<th>Design Frequency (Hz)</th>
<th>Weight (in lbs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>L-830 - 16</td>
<td>11717</td>
<td>10/15W</td>
<td>6.6 / 6.6</td>
<td>60</td>
<td>3.9</td>
</tr>
<tr>
<td>L-830 - 17</td>
<td>11729</td>
<td>20/25W</td>
<td>6.6 / 6.6</td>
<td>60</td>
<td>4.3</td>
</tr>
<tr>
<td>L-830 - 1</td>
<td>11680</td>
<td>30/45W</td>
<td>6.6 / 6.6</td>
<td>60</td>
<td>4.4</td>
</tr>
<tr>
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<td>30/45W</td>
<td>20 / 6.6</td>
<td>60</td>
<td>4.2</td>
</tr>
<tr>
<td>L-830 - 3</td>
<td>11682</td>
<td>65W</td>
<td>6.6 / 6.6</td>
<td>60</td>
<td>4.7</td>
</tr>
<tr>
<td>L-830 - 4</td>
<td>11683</td>
<td>100W</td>
<td>6.6 / 6.6</td>
<td>60</td>
<td>8.4</td>
</tr>
<tr>
<td>L-830 - 5</td>
<td>11684</td>
<td>100W</td>
<td>20 / 6.6</td>
<td>60</td>
<td>8.6</td>
</tr>
<tr>
<td>L-830 - 18</td>
<td>11730</td>
<td>150W</td>
<td>6.6 / 6.6</td>
<td>60</td>
<td>8.6</td>
</tr>
<tr>
<td>L-830 - 19</td>
<td>11731</td>
<td>150W</td>
<td>20 / 6.6</td>
<td>60</td>
<td>8.8</td>
</tr>
<tr>
<td>L-830 - 6</td>
<td>11685</td>
<td>200W</td>
<td>6.6 / 6.6</td>
<td>60</td>
<td>10.1</td>
</tr>
<tr>
<td>L-830 - 7</td>
<td>11686</td>
<td>200W</td>
<td>20 / 6.6</td>
<td>60</td>
<td>10.5</td>
</tr>
<tr>
<td>L-830 - 10</td>
<td>11736</td>
<td>300W</td>
<td>6.6 / 6.6</td>
<td>60</td>
<td>10.9</td>
</tr>
<tr>
<td>L-830 - 11</td>
<td>11760</td>
<td>300W</td>
<td>20 / 6.6</td>
<td>60</td>
<td>10.9</td>
</tr>
<tr>
<td>*L-830 - 9</td>
<td>*11516</td>
<td>300W</td>
<td>20 / 20</td>
<td>60</td>
<td>17.0</td>
</tr>
<tr>
<td>*L-830 - 14</td>
<td>*11517</td>
<td>500W</td>
<td>6.6 / 6.6</td>
<td>60</td>
<td>18.5</td>
</tr>
<tr>
<td>*L-830 - 15</td>
<td>*11529</td>
<td>500W</td>
<td>20 / 6.6</td>
<td>60</td>
<td>15.8</td>
</tr>
<tr>
<td>*L-830 - 13</td>
<td>*11506</td>
<td>500W</td>
<td>20 / 20</td>
<td>60</td>
<td>15.8</td>
</tr>
</tbody>
</table>

* Not Pictured
Overview

"Integro" comes from the two cornerstones of our business - Integrity and Growth. We think our name effectively represents our strategic intentions. We manufacture airfield lighting equipment such as Isolation Transformers, Fixture Leads and Primary and Secondary Connector Kits. We also manufacture equipment used in a broad range of other fields including mining, shipbuilding and other heavy power distribution industries.

Training

Integro now offers product training that includes a short presentation on Integro’s Airfield Lighting products which details where and why they are used and how to install them. This training also includes a step-by-step demonstration on how to properly install Integro’s L-823 Primary Connector Kit, the “Complete Kit”.

We produce high quality products right here in the U.S.A!
Contact Integro for your entire Airfield Lighting underground needs!

Warranty Terms

Integro warranties that its airport lighting equipment has been manufactured and will perform in accordance with applicable specifications and that any defect in design, materials, or workmanship which may occur during proper and normal use during a period of one year from the date of installation or a maximum of two years from the date of shipment will be corrected by repair or replacement by Integro, FOB our facility. Series circuit components and connectors must be installed per the recommendations shown in FAA AC 150/5340-30 (latest revision). There are many installation variables outside the control of Integro that may affect the overall circuit insulation resistance. Integro is not responsible for series circuit insulation resistance requirements above the limits defined in FAA AC 150/5340-30 or AC 150/5340-26 (latest revisions).
LEE COUNTY PORT AUTHORITY

SERVICE PROVIDER AGREEMENT

RFB 20-18MLW

AIRFIELD ISOLATION TRANSFORMERS

FOR THE LEE COUNTY PORT AUTHORITY

THIS 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 INTEGRO, LLC, a Connecticut Domestic Limited Liability Company, which is authorized to do business in the State of Florida, ("PROVIDER"), at 30 Peter Court, New Britain, CT 06051, Federal Identification Number 06-1419717.

WITNESSETH

WHEREAS, the Authority desires to obtain airfield isolation transformers from Provider as described below for the Southwest Florida International Airport and Page Field Airport in Fort Myers, Florida; and,

WHEREAS, the Provider has reviewed the products and/or services required under this Agreement and has submitted a bid agreeing to provide the requested products or services, and states that it is qualified, willing and able to provide and perform all such services and provide any products required according to the provisions, conditions and terms below and in accord with all governing federal, state and local laws and regulations; and,

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

WHEREAS, the Provider has been selected to provide the products and/or services described below as the result of a competitive selection process by Authority in accord with any applicable Florida Statutes and the Authority's Purchasing Policy, as approved by the Authority's Board of Port Commissioners.

NOW, THEREFORE, in consideration of the foregoing and the mutual consideration described below, the parties agree as follows:
1.0 RECITALS

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

2.0 SCOPE OF SERVICES

Provider hereby agrees to provide the products and/or perform the services set out in Exhibit "A", entitled "Scope of Services", which is attached and made a part of this Agreement.

No services or product deliveries may commence until Authority issues a Notice to Proceed, unless otherwise set out in the Scope of Services.

3.0 REQUEST FOR BIDS AND PROVIDER'S BID – INCORPORATION BY REFERENCE

The terms of the Request for Bids, and Provider's Bid received in response to that Request, including any supplementary representations from Provider to Authority during the selection process, are hereby merged into and incorporated by reference as part of this Agreement. If there are any conflicts between the terms of the Request for Bids and this Agreement, or the Provider's Bid and this Agreement, the terms of this Agreement will control. The parties acknowledge that the Authority has relied on Provider's representations and the information contained in Provider's Bid and that those representations and this information has resulted in the selection of Provider to provide products or perform services under this Agreement.

4.0 TERM OF AGREEMENT

This Agreement will become effective on September 1, 2020. The term of the Agreement will be for two (2) years with an option reserved to the Authority to extend the term of the Agreement for one (1) additional two (2) year renewal period by notifying the Provider in writing at least thirty (30) days in advance of the expiration date of the initial term. Extension of the Agreement for the renewal period will be upon the same terms and conditions, including prices, and shall be at the sole discretion of the Authority.

5.0 LICENSES

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

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

Services performed under this Agreement shall be performed by Provider's own staff, unless agreed in advance by the Authority.

7.0 STANDARDS OF SERVICE

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

8.0 COMPENSATION AND METHOD OF PAYMENT

8.1 The Authority shall pay the Provider for all requested and authorized products provided or services completed in accordance with the terms of this Agreement based on the compensation schedule set forth in Exhibit "B," which is attached hereto and made a part of this Agreement.

8.2 METHOD OF PAYMENT

(a) INVOICES - All purchases will be based upon Authority's issuance of a Purchase Order. Upon delivery and acceptance of the requested products and receipt of Providers' detailed invoice, Authority will pay Provider a lump sum as specified in Exhibit "B".

(b) PAYMENT SCHEDULE - The Authority shall issue payment to the Provider within thirty (30) calendar days after acceptance of the products or services and receipt of an invoice from the Provider that is in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the Authority object or take exception to the amount of any Provider's invoice, the Authority shall notify the Provider of such objection or exception within thirty (30) days. If such objection or exception remains unresolved at the end of the thirty (30) day period, the Authority shall withhold the disputed amount and make payment to the Provider of all amounts not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.
9.0 **FAILURE TO PERFORM**

If the Provider fails to commence, provide, perform and/or provide any of the services or products required under this Agreement in a timely and diligent manner, the Authority may consider such failure as cause to terminate this Agreement.

10.0 **INDEMNIFICATION AND HOLD HARMLESS**

The Provider agrees to be liable for, and shall indemnify, defend and hold harmless Lee County and Authority and their respective commissioners, officers, employees and agents, from and against any and all claims, liabilities, suits, judgments for damages, losses and expenses, including but not limited to court costs, expert witness and professional consultation services, and reasonable attorneys’ fees arising out of or resulting from the Provider's services or provision of products under this Agreement, or Provider's errors, omissions, negligence, recklessness, or the intentional misconduct of Provider or any agent, employee or other person employed or used by Provider in performance of services under this Agreement regardless of whether or not caused by a party indemnified hereunder.

11.0 **AUTHORITY’S REPRESENTATIVE**

James Furiosi, Director of Maintenance, shall administer this Agreement for Authority.

12.0 **PUBLIC RECORDS**

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

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

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

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

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

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

Provider agrees not to divulge, furnish or make available to any third person, firm or organization, without Authority's prior written consent, or unless incidental to the proper performance of Provider's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any confidential or exempt information concerning the services to be rendered by Provider hereunder. Provider shall require all of its employees, agents, subcontractors to comply with the provisions of this Article.

13.0 PROVIDER'S OBLIGATIONS

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

1) Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services required under this Agreement;

2) Upon request from the Authority, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

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

4) Meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of Provider upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology system of the Authority.
5) The Provider is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Provider is not an employee, agent or servant of the Authority and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all time, and in all places, be subject to the Provider’s sole discretion, supervision and control. The Provider shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Provider’s relationship and the relationship of its employees to the Authority shall be that of an independent contractor and not as employees of the Authority. The Provider shall be solely responsible for providing benefits and insurance to its employees.

14.0 AIRPORT SECURITY REQUIREMENTS

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

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

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

Immediately upon the completion of any work requiring airport security access under this Agreement, or upon the resignation or dismissal or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the Provider, Provider shall notify the Airports Police Department that the Provider's access authorization or that of any of Provider's agents, employees, subcontractors, or invitees
has changed. Provider will confirm that notice, by written confirmation on company letterhead, within twenty-four (24) hours of providing initial notice to the Airport's Police Department.

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

15.0 INSURANCE

During the term of this Agreement, Provider shall provide, pay for, and maintain, with companies satisfactory to Authority, the types of insurance described herein. Promptly after execution of this Agreement by both parties, the Provider must obtain insurance coverages and limits required as set out below. Provider further agrees to provide Authority's Risk Manager with a certificate of insurance indicating that all policies have been endorsed to provide advance written notice of any cancellation, intent not to renew, material change or alteration, or reduction in the policies' coverages, except in the application of the Aggregate Limits provision of any policy. In the event of a reduction in the Aggregate Limit of any policy, Provider shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. If there is a cancellation, Provider agrees to obtain replacement coverage as soon as possible. All insurance shall be from responsible companies duly authorized to do business, provide coverage, and honor claims in the State of Florida.

The Authority reserves the right to reject insurance written by an insurer it deems unacceptable because of poor financial condition or other operational deficiency. All insurance must be placed with insurers with an A.M. Best Rating of not less than A-VII. Regardless of this requirement, Authority in no way warrants that the required minimum insurer rating is sufficient to protect the Provider from potential insurer insolvency.

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

All of Provider's insurance coverages shall be primary and non-contributory to any insurance or self-insurance program carried by Authority and applicable to work under this Agreement and shall include a waiver of subrogation in favor of Authority.
No work shall commence, or any products be provided, under this Agreement unless and until the required Certificates of Insurance are received and approved by Authority.

15.1. INSURANCE REQUIRED

Before starting and until acceptance of goods or services by Authority, Provider shall procure and maintain insurance of the types and to the limits specified in paragraphs 15.2.1 through 15.2.4, below. All liability insurance policies obtained by Provider to meet the requirements of this Agreement, other than Worker's Compensation and Employer's Liability and Professional Liability policies, shall name Authority as an additional insured and shall contain the severability of interests provisions. By signing this Agreement, Provider further agrees to waive its right to subrogation against the Authority.

15.2. COVERAGES

The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) forms and endorsements or broader where applicable:

15.2.1. Commercial General Liability Insurance shall be maintained by Provider. Coverage must be maintained on an occurrence basis and must also include, but not be limited to, Broad Form Property Damage including products and completed operations, and Personal and Advertising Injury Coverages. If Provider provides any construction work, it must also include Products & Completed Operations, with the Completed Operations Coverage maintained for any project under this Agreement and then for not less than five (5) years following completion and acceptance of the work by Authority. Limits of coverage shall not be less than the following for Bodily Injury, Property Damage and Personal Injury Combined Single Limits:

- Per Occurrence including Products & Completed Operations: $1,000,000
- General Aggregate: $2,000,000

If the General Liability insurance required herein is issued or renewed on a "claims made" form, as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of any services under this Agreement and shall provide that in the event of cancellation or nonrenewal the discovery period for insurance claims (Tail Coverage) shall be unlimited.

15.2.2. Business Automobile Liability Insurance shall be maintained by Provider as to ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles with limits of not less than:
Bodily Injury per person and per accident $1,000,000
Property Damage Liability per accident $100,000
OR Combined Single Limit per accident $1,000,000

15.2.3. Worker's Compensation and Employers Liability Insurance shall be maintained by Provider during the term of this Agreement for all employees engaged in the work under this Agreement, in accordance with Florida law. The amount of such insurance shall not be less than:

<table>
<thead>
<tr>
<th>Worker's Compensation Florida Statutory Requirements</th>
<th>Employer's Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Accident for Bodily Injury $1,000,000</td>
<td>Disease per Employee $1,000,000</td>
</tr>
</tbody>
</table>

The insurance company shall waive its Rights of Subrogation against Authority.

15.2.4. Pollution Liability Insurance - Provider shall maintain pollution liability insurance, including the cost of defense during the term of this Agreement and for a period of five (5) years following the completion of all services under this Agreement. Such coverage shall apply specifically to the services/scope of work outlined in the Agreement and shall include, but not limited to, Pollution Legal Liability (legal liability arising out of the discharge, dispersal, release, seepage, migration, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials or other irritants, contaminants, or pollutants) into or upon land, the atmosphere, or any watercourse or body of water, including groundwater at, under, or emanating from the site of services:

- Each Loss or Expense $2,000,000
- General Aggregate $2,000,000 per 1 year policy period

15.2.5 Certificates of Insurance - Provider must use Authority's Certificate of Insurance attached as Exhibit "C" or a similar form acceptable to Authority's Risk Manager to verify coverages. The Certificate of Insurance must be completed on a "sample only" basis by Provider's insurance representatives and must be submitted for Authority's review as to acceptability. Upon acceptance, the Certificates must be signed by an Authorized Representative of the insurance company/companies shown on the Certificates with proof that he or she is an authorized representative thereof. If any insurance provided under this Agreement will expire prior to the completion of the work, renewal Certificates of Insurance on an acceptable form and copies of the renewal policies, if requested by Authority, shall be furnished to Authority thirty (30) days prior to the date of expiration. Provider shall promptly submit a true copy of any policy, certified by the insurance company, and any endorsements issued or to be issued on the policy, if requested by Authority.
15.2.6. **Failure to Maintain Insurance** – If Provider does not maintain the insurance coverages required by this Agreement at any time, Authority may cancel the Agreement or at its sole discretion is authorized to purchase such coverages and charge Provider for such coverages purchased. Authority shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Authority to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.

**16.0 ASSIGNMENT, TRANSFER AND SUBCONTRACTS**

The Provider shall not assign or transfer any of its rights, benefits or obligations hereunder without prior written approval of the Authority. The Provider shall have the right, subject to the Authority's prior written approval, to employ other persons and/or firms to serve as subcontractors to Provider for the Provider's performance of services and work under this Agreement.

**17.0 PROVIDER AN INDEPENDENT CONTRACTOR**

The Provider is an independent contractor and is not an employee or agent of the Authority. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the Authority and the Provider, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. Nor shall anything contained herein be deemed to give any such party a right of action against Authority beyond such right as might otherwise exist without regard to this Agreement.

**18.0 F.A.A. NON-DISCRIMINATION CLAUSE**

The Provider, for itself, its successors in interest, and assigns, as part of the consideration hereof, agrees that it shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Provider shall carry out applicable requirements of 49 CFR Part 23 and Part 26 in the award and administration of DOT-assisted contracts. Failure by the Provider to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Port Authority deems appropriate.

**19.0 NOTICE REGARDING PUBLIC ENTITY CRIMES**

Section 287.133(3)(a) (1995) requires the Authority to notify Bidder/Lessee/Tenant of the provisions of Section 287.133(2)(a) F.S.
Section 287.133(2)(a) F.S. prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime from:

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

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

20.0 OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as art work, layouts and copy in draft or final form, photographs, mailing lists, printed materials, computer programs, memoranda, research notes, evaluations, reports and other records and data relating to the services specifically prepared or developed by the Provider under this Agreement shall be the property of the Provider, until the Provider has been paid for performing the services and work required to produce such documents.

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

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

21.0 MAINTENANCE OF RECORDS

The Provider will keep and maintain adequate records and supporting documentation concerning the procurement and applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the Provider for a minimum of five (5) years from the date final payment has been made or termination of this Agreement, or for such period as required by law.

The Authority, the FAA, the Comptroller General of the United States and their authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the
period of this Agreement, and during the period set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the Provider.

22.0 NO THIRD PARTY BENEFICIARIES

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

23.0 GOVERNING LAW

This Agreement shall be interpreted, construed and governed by the laws of the State of Florida. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement shall be brought either in the Florida state courts in Lee County, Florida, or in the United States Federal District Court for the Middle District of Florida, Fort Myers Division. The prevailing party in any such suit or action shall be entitled to recover their reasonable attorneys' fees and court costs.

24.0 PROHIBITED INTERESTS

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

25.0 LOBBYING CERTIFICATION

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

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

The Port Authority shall require that the language of this section be included in this award document and any award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
26.0 COVENANTS AGAINST DISCRIMINATION

26.1 DBE POLICY. It is the policy of the Department of Transportation (the "DOT") that Disadvantaged Business Enterprises ("DBE's") as defined in 49 CFR Part 23 and Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Part 26 apply to this Agreement. The Provider agrees to ensure that DBE's as defined in 49 CFR Part 23 and Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Provider shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 and Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts.

26.2 PROMPT PAYMENT REQUIREMENTS. Authority has adopted a DBE Program in compliance with 49 CFR Part 26, therefore, the following requirement will apply to all contracts funded, either wholly or in-part, with DOT financial assistance:

Provider agrees to pay each subconsultant under this contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment Provider receives from Authority. Provider agrees further to return any retainage payments to each subconsultant within thirty (30) days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment beyond these time limits may occur only for good cause following written approval of the delay by Authority. This clause applies to both DBE and non-DBE subconsultants.

26.3 INCORPORATION OF PROVISIONS. Provider shall include the provisions of paragraphs 26.1 through 26.2 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Provider shall take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Provider may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Provider may request the United States to enter into such litigation to protect the interests of the United States.
27.0 **Nondiscrimination Clause**

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

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

28.0 **General Civil Rights Clause**

The Contractor agrees to comply with pertinent statute, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

29.0 **E-Verify Clause**

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

29.1 All persons employed by Provider during the term of this Agreement
29.2 All persons, including contractors and subcontractors, assigned by the Provider to perform work or provide services under the Agreement.

Provider further agrees that it will require each contractor or subcontractor performing work or providing services under this Agreement to enroll in and use the U.S. Department of Homeland Security's E-Verify Program for Employment Verification to
verify the employment eligibility of all persons employed by the contractor or subcontractor during the term of this Agreement.

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

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

30.0 HEADINGS

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

31.0 ENTIRE AGREEMENT

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

32.0 NOTICES AND ADDRESS

32.1 All notices required and/or made pursuant to this Agreement to be given by either party to the other shall be in writing and shall be delivered by hand or by United States Postal Service, first class mail service, postage prepaid, and addressed to the following addresses of record:

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

INTEGRO, LLC
30 Peter Court
New Britain, CT 06051
Attention: Michelle Skinnon, VP Sales

32.2 CHANGE OF ADDRESS - Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.
33.0 **TERMINATION**

This Agreement may be terminated by the Authority at its convenience, or due to the fault of the Provider, by giving thirty (30) calendar days written notice to the Provider.

34.0 **TERMINATION UNDER SECTION 287.135, F.S.**

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

35.0 **WAIVER OF BREACH**

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

36.0 **SECURING AGREEMENT DISCLOSURE**

The Provider warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any person or company to secure this Agreement, other than a bonafide employee of Provider.

37.0 **AMENDMENTS OR MODIFICATIONS**

The terms of this Agreement may be amended, in writing, by the Agreement of both parties. Any modifications to the terms of this Agreement will only be valid when issued in writing as a properly executed Amendment to the Agreement and signed by both parties.

38.0 **ACCEPTANCE**

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

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

By: ________________________

LEE COUNTY PORT AUTHORITY

By: ________________________

Purchasing Manager

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:

____________________________
Witness

____________________________
Witness

INTEGRO, LLC, PROVIDER

____________________________
Michelle P. Skinner
Authorized Signature for Provider

By: Michelle P. Skinner
Printed Name

Vice President, Sales & Marketing
Title

[Seal]

[Signature]

By Commission Expiration: 12-31-21

Signature Expires: 07-08-2020
EXHIBIT "A"

SCOPe OF SERVICES

Provider will furnish FAA approved Airfield Isolation Transformers over the term of this Agreement, as requested by Authority Purchase Order. The following terms will apply:

1. QUALITY STANDARDS

The following products are required:

L-830-16 10/15 watt 6.6 amp 60HZ
L-830-1 30/45 watt 6.6 amp 60HZ
L-830-4 100 watt 6.6 amp 60HZ
L-831-18 150 watt 6.6 amp 60HZ
L-830-6 200 watt 6.6 amp 60HZ
L-830-10 300 watt 6.6 amp 60HZ
L-830-3 65 watt 6.6 amp 60HZ

All products must meet FAA AC N0 150/5345-47C, latest approved specification, for series to series isolation transformers for airport lighting systems. All isolation transformer connections are to be made without the use of heat shrink and compatible with the use of a "complete kit" L-823 primary connector kit. All specifications sheets and warranty information for each product listed below must be submitted with bid.

2. ORDERING, PACKING AND SHIPPING

Ordering. Items will be acquired as needed over the terms of the Agreement. Purchase orders will be issued for actual quantities of items required on an as needed basis. The Provider must mark the number of items in each order on the container and enclose a packing list with the purchase order number of each container. Packing lists shall be enclosed in each and every box or package shipped, indicating the contents therein.

Packing. No additional charges will be allowed for special handling, packing, wrapping, bags, containers, reels, etc.

Shipping. All items must be prepared and packed for shipment in a manner that will prevent damage in transit. The Port Authority is not liable for extra charges for packing, cartage, or anything else.

3. INSPECTION

All items are subject to inspection and approval by the Port Authority prior to acceptance. Such inspection shall be made within a reasonable time, irrespective of the date of delivery. The Port Authority may return rejected items at the Provider’s expense. The Provider shall not replace items returned unless so directed by the Port Authority in writing.
4. **CHANGES**

The Authority will not accept any change to the listed products without the express written approval of the Authority.

5. **INVOICES**

All invoices, packing lists, packages, shipping notices, and other written documents affecting the order must contain the applicable purchase order number and Port Authority stock number. Invoices will not be processed for payment until all items are received.

6. **DELIVERY**

All prices submitted by the Provider must be FOB destination. If the delivery date will be delayed from the date as specified on a purchase order, the Provider must give prior notification to Authority and obtain written approval from the Authority for the delay. With respect to delivery, time is of the essence and the purchase order is subject to termination for failure to deliver on time. The acceptance of late performance with or without objection or reservation shall not waive the right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the Provider. The Port Authority reserves the right to obtain goods from another source when items have not been delivered within a reasonable period of time.

7. **WARRANTY**

The Provider warrants that all items supplied under the Agreement will conform to the specifications herein, and are fit for the purpose for which such goods are ordinarily employed, the material must then fit that particular purpose. The Provider and the Port Authority agree that orders under the Agreement do not exclude, or in any way limit, other warranties provided in the agreement or by law.

The Provider agrees that any item purchased under the Agreement and stocked by the Port Authority which subsequently becomes obsolete, may be returned to the Provider for full credit, provided the material is in saleable condition. Any shipping charges resulting from returned obsolete material will be paid by the Port Authority.
# SCHEDULE “B”

## COMPENSATION SCHEDULE

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Lead-Time for Delivery (days)</th>
<th>Cost per each</th>
<th>Estimated Quantity</th>
<th>Extended Total (cost per each x estimated quantity)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. L-830-16 10/15 watt 6.6 amp 60HZ</td>
<td>28 Days</td>
<td>$45.00</td>
<td>150</td>
<td>$6,750.00</td>
</tr>
<tr>
<td>2. L-830-1 30/45 watt 6.6 amp 60HZ</td>
<td>28 Days</td>
<td>$47.00</td>
<td>150</td>
<td>$7,050.00</td>
</tr>
<tr>
<td>3. L-830-4 100 watt 6.6 amp 60HZ</td>
<td>28 Days</td>
<td>$75.00</td>
<td>150</td>
<td>$11,250.00</td>
</tr>
<tr>
<td>4. L-831-18 150 watt 6.6 amp 60HZ</td>
<td>28 Days</td>
<td>$76.50</td>
<td>150</td>
<td>$11,475.00</td>
</tr>
<tr>
<td>5. L-830-6 200 watt 6.6 amp 60HZ</td>
<td>28 Days</td>
<td>$75.75</td>
<td>25</td>
<td>$1,893.75</td>
</tr>
<tr>
<td>6. L-830-10 300 watt 6.6 amp 60HZ</td>
<td>28 Days</td>
<td>$108.75</td>
<td>25</td>
<td>$2,718.75</td>
</tr>
<tr>
<td>7. L-830-3 65 watt 6.6 amp 60HZ</td>
<td>28 Days</td>
<td>$58.00</td>
<td>25</td>
<td>$1,450.00</td>
</tr>
</tbody>
</table>

**EXTENDED TOTAL OF BID ITEMS 1-7:**

$42,587.50
EXHIBIT "C"
CERTIFICATE OF INSURANCE

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

<table>
<thead>
<tr>
<th>Name and Address of Agency</th>
<th>COMPANIES AFFORDING COVERAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>COMPANY LETTER A</td>
</tr>
<tr>
<td></td>
<td>COMPANY LETTER B</td>
</tr>
<tr>
<td>Name and Address of Insured</td>
<td>COMPANY LETTER C</td>
</tr>
<tr>
<td></td>
<td>COMPANY LETTER D</td>
</tr>
<tr>
<td></td>
<td>COMPANY LETTER E</td>
</tr>
</tbody>
</table>

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

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

☐ Contractual Liability Coverage

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

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
SPECIFIC PROJECT/LOCATION/VEHICLES/SPECIAL CONDITIONS:
<table>
<thead>
<tr>
<th>Lee County Port Authority</th>
<th>Name and Address of Certificate Holder</th>
</tr>
</thead>
<tbody>
<tr>
<td>11000 Terminal Access Road</td>
<td>Date Issued:</td>
</tr>
<tr>
<td>Suite 8671</td>
<td>Authorized Representative:</td>
</tr>
<tr>
<td>Fort Myers, Florida 33913</td>
<td>Address:</td>
</tr>
<tr>
<td></td>
<td>Telephone #:</td>
</tr>
</tbody>
</table>
CERTIFICATE OF INSURANCE EXPLANATION

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

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

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

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

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

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

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

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

1. **REQUESTED MOTION/PURPOSE:** Request Board award RFB 20-09LKD Mulch Delivery and Installation for Lee County Port Authority at Southwest Florida International Airport and Page Field to TCI Sod and Landscape, LLC and authorize Chairman to execute service provider agreement.

2. **FUNDING SOURCE:** Account WJ5300041200.503490

3. **TERM:** Three (3) years with two (2) one-year renewal options.

4. **WHAT ACTION ACCOMPLISHES:** Establishes a service provider agreement for the purchase and installation of mulch at Southwest Florida International Airport and Page Field.

### AGENDA:

- **CEREMONIAL/PUBLIC PRESENTATION**
- **CONSENT**
- **ADMINISTRATIVE**

### BACKGROUND:

On January 17, 2020, the Authority advertised RFB 20-09LKD, Mulch Delivery and Installation for Lee County Port Authority at Southwest Florida International Airport and Page Field. The advertisement appeared on the LCPA website, and in aviation-related periodicals, Airports Council International-North America, Florida Airports Council, Airport Minority Advisory Council, and Public Purchase, a service that provides government bid notifications. Sixty (60) vendors were notified of the RFB, and twenty-two (22) companies requested and received the bid package. On February 18, 2020, the Authority received one (1) response.

The Authority contracts for the purchase and installation of mulch for both airports several times a year. The annual budget for this service at RSW and FMY has typically been $35,000-$40,000. With the additional landscaping required on SkyPlex Blvd., mulch requirements are estimated to increase by $15,000.00 annually. Contracting this service to a professional vendor provides the benefit of procurement, delivery, and spreading thousands of cubic yards of mulch uniformly and safely using specialized equipment while ensuring that Maintenance Of Traffic (MOT) standards are maintained while working in and around vehicle traffic.

Staff recommends the Board award the Mulch Delivery and Installation service provider agreement to TCI Sod & Landscape, LLC, the lowest most responsive, responsible bidder who submitted bid amounts for pine bark mulch ranging from $1.42 to $1.66 per cubic foot. If approved, the service provider agreement will have an initial term of three (3) years with two (2) one-year renewal options at the discretion of the Authority. The total annual estimated expense for

### RECOMMENDED APPROVAL

<table>
<thead>
<tr>
<th>DEPUTY EXEC DIRECTOR</th>
<th>COMMUNICATIONS AND MARKETING</th>
<th>OTHER</th>
<th>FINANCE</th>
<th>PORT ATTORNEY</th>
<th>ACTING EXECUTIVE DIRECTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gary E. Duncan</td>
<td>Victoria B. Moreland</td>
<td>N/A</td>
<td>Brian W. McGonagle</td>
<td>Gregory S. Hagen</td>
<td>Benjamin R. Siegel</td>
</tr>
</tbody>
</table>

### SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

- APPROVED
- APPROVED as AMENDED
- DENIED
- OTHER

### PORT AUTHORITY ACTION:

- APPROVED
- APPROVED as AMENDED
- DENIED
- DEFERRED to
- OTHER
Background (continued)

this service will be approximately $60,000.

Attachments:
1. Bid Tabulation Sheet
2. RFB 20-09LKD
3. Submittal
4. Service Provider Agreement
Bid Opening Tabulation

<table>
<thead>
<tr>
<th>FIRM</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>TCI Sod and Landscaping</td>
<td>6,110 Cubic Foot</td>
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</table>

**AWARD TO BE MADE AFTER STAFF RECOMMENDATION AND BOARD APPROVAL AT A LATER DATE**
REQUEST FOR BIDS (RFB)

RFB 20-09LKD

FOR

MULCH DELIVERY AND INSTALLATION

DATED: January 17, 2020

PURCHASING OFFICE DESIGNATED CONTACT

Lori DeLoach, CPPB, Senior Procurement Agent

TELEPHONE: (239) 590-4555
E-MAIL: LKDeLoach@FlyLCPA.com

PRE-BID MEETING:
Wednesday, January 29, 2020, 1:30 PM Local Time, at the Training Center: 15924 Air Cargo Lane, Fort Myers, FL 33913

INQUIRY/CLARIFICATION REQUEST DEADLINE:
Thursday, February 06, 2020, TIME: 2:00 P.M., Local Time

BIDS DUE:
Tuesday, February 18, 2020, TIME: 2:00 P.M., Local Time
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PART A – GENERAL INFORMATION AND CONDITIONS

1. PUBLIC RECEIVING AND OPENING OF BIDS
   Bids will be opened and read publicly at the time and place specified in this Request for Bids. The Authority reserves the right to extend this date and time at Authority's sole discretion, when deemed to be in the best interest of the Authority. Bidders, their authorized agents and other interested persons are invited to attend the bid opening.

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

   All bids submitted must be sealed and marked with the solicitation number and title on the exterior of the package. The submission is to contain one (1) original and one (1) identical electronic copy of bid in PDF format as a single file on a USB flash/ travel drive. In case of discrepancy in content between the original hard copy and the USB flash/travel drive, the original hard copy will govern. All bids must be delivered to:

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

   Electronically submitted or faxed bids will not be considered.

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

   Bidders are advised that the United States Postal Service and third party express mail services may not deliver your bid in a timely manner. Bidders are cautioned to plan necessary delivery time accordingly.

   Any bid received after the deadline for submittal of bids will not be considered.

4. INQUIRIES/CLARIFICATION
   Except during a scheduled pre-bid meeting, the Authority will not respond to oral inquiries concerning this RFB. Bidders may submit written email inquiries regarding this RFB to the Purchasing Office contact indicated on the cover page. The Authority may choose not to respond to inquiries received after inquiry/clarification deadline indicated.

5. DISTRIBUTION OF INFORMATION, RESULTS AND ADDENDA
   The Authority uses Public Purchase to distribute solicitation documents including addenda and results. Interested firms may register to receive this information free of charge by registering at https://www.publicpurchase.com/gems/register/vendor/register or contacting Public Purchase Vendor Support at (801) 932-7000 or accessing the electronic link available from the Authority website www.flylcpa.com/purchasing or by calling the Purchasing Office at (239) 590-4556.
It shall be the responsibility of the Bidder, prior to submitting their bid, to contact the Purchasing Office to determine if addenda to this RFB have been issued and, if issued, acknowledging and incorporating same into their bid. All results concerning this Request for Bids will be posted via Public Purchase or may be obtained by contacting the Purchasing Office.

All addenda shall become part of the contract documents.

6. PRE-BID MEETING
If applicable, a pre-bid meeting will be held at the location 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 and if a site visit is planned. 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. Bidders’ failure to attend a mandatory pre-bid meeting will result in its bid being considered non-responsive.

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 contact indicated on the cover page of this solicitation document at least three (3) days prior to the scheduled prebid meeting to allow staff time to research the questions.

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

8. AMERICANS WITH DISABILITIES ACT NOTICE
The Authority will not discriminate against individuals with disabilities. Any person needing special accommodations for attendance at a public bid opening or 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.

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

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

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

Bidders must fill in all information requested on the bid forms. All blanks on the bid forms must be legibly completed in ink or typewritten. Where submitted bids have erasures or corrections, such erasures or corrections must be initialed in ink by the Bidder.

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

13. TERMINATION FOR CONVENIENCE
The Authority may cancel any agreement resulting from this RFB at its discretion upon giving thirty (30) calendar days written notice to the successful Bidder. In addition, the Authority reserves the right during the term of the agreement to terminate the agreement with any single successful Bidder and award the agreement to the next ranking Bidder if deemed to be in the Authority’s best interest.

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

If a Bidder believes any of the information contained in their response is exempt from disclosure under the Florida public records law, Bidder must specifically identify the material which it claims is exempt and cite the legal authority for the exemption. 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.

15. TAX EXEMPT
The Authority is generally a tax-exempt entity, subject to the provisions of the Florida Statutes regarding sales tax. The successful Bidder shall be responsible for complying with the Florida sales and use tax law as it may apply. The amount(s) of compensation set forth in the contract, or in any change orders authorized pursuant to the contract, shall be understood and agreed to include any and all Florida sales and use tax payment obligations required by Florida law of the successful Bidder and all subcontractors or materials suppliers engaged by the successful Bidder.
16. **EXAMINATION OF BID SOLICITATION INFORMATION**
Each Bidder is required, before submitting a bid, to be thoroughly familiar with each and every requirement contained within the solicitation documents, including any addenda. No additional allowances will be made because of lack of knowledge of the requirements contained herein. All Bidders must carefully review the bid documents in their entirety to become familiar with what is required, including information on all bid forms.

17. **RESERVATION OF RIGHTS**
The Authority reserves the right to reject any and/or all bids, accept or reject any alternates, waive irregularities and technicalities if it is in the best interest of the Authority, in the Authority’s sole judgment, and conforms to applicable state and local laws or regulations.

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

18. **AUTOMATIC DISQUALIFICATION**
A Bidder will be disqualified from consideration for award of an agreement pursuant to this Request for Bids for any of the following reasons:

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

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

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

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

20. **NO LOBBYING:**
   All Bidders are hereby placed on notice that the Lee County Port Authority Board of Port Commissioners, Members of the Airports Special Management Committee and all Authority employees are not to be lobbied, either individually or collectively, regarding this solicitation.

   During the entire procurement process, all Bidders and their subcontractors, or agents are hereby placed on notice that they are not to contact any persons listed above (with the exception of the designated Purchasing Office contact indicated on the cover page of this RFB) if they intend to submit or have submitted a bid for this project.

   All Bidders and their subcontractors, and any agents must submit individual affidavits with their submission in substantially the form attached, stating that they have not engaged in lobbying activities or prohibited contacts in order to be considered for this Request for Bids. **Joint ventures must file a separate affidavit for each joint venture partner. ANY BIDDER IN VIOLATION OF THIS WARNING SHALL BE AUTOMATICALLY DISQUALIFIED FROM FURTHER CONSIDERATION FOR THIS REQUEST FOR BIDS.**

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

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

22. **RIGHT TO PROTEST**
   Any Bidder affected adversely by an intended decision with respect to the award of any bid shall file with the Purchasing Office for the Lee County Port Authority a written notice of intent to file a protest not later than forty-eight (48) hours (excluding Saturdays, Sundays, and legal holidays) after receipt of the notice of the intended decision with respect to a bid award. In those instances where the Bidder with the lowest price is not selected, the same time frame to file a protest shall apply. For the purpose of computation, the initial notice of intent to file a protest shall be received by the Purchasing Manager, or designee, not later than four o'clock (4:00) p.m., on the second working day following the day of receipt of notice of the intended decision.
The initial notice of intent to file a protest shall state the basis of the protest and clearly indicate that its purpose is to serve as the initial notice of intent to file a bid protest. Failure to so clearly indicate Bidder's intent shall constitute a waiver of the right to seek any remedy provided under the bid protest procedure.

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

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

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

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

24. **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.

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

26. **ESTIMATED QUANTITIES**
   Quantities indicated on the bid form are for bidding purposes only. The amount of actual purchase of the item(s), or the service(s) to be performed, described in this Request for Bids is neither guaranteed nor implied. All items listed for purchase are on an “as-needed” and/or “as funds permit” basis and the Authority may order all, or none, of the items or services described.

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

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

29. **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.

30. **BID EVALUATION**
Upon evaluation of all bids received, a Notice of Intent to Award may be made to the lowest, responsive, and responsible Bidder(s) whose bid(s) serve the best interests of the Authority, in the Authority's sole judgment.

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

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

31. **EXECUTION OF AGREEMENT**
The successful Bidder(s) shall execute and return the Service Provider Agreement within ten (10) calendar days from issuance of the notice of intent to award the bid. The successful Bidder will be required to execute the Service Provider Agreement in substantially the form attached, unless amended during the bid process and prior to the opening of bids. Failure of the successful Bidder to execute the Service Provider Agreement within ten (10) calendar days from the date the notice of intent to award is announced shall be just cause for cancellation of the award and forfeiture of the bid bond.
Upon receipt of the Service Provider Agreement executed by the successful Bidder, the Authority shall complete the execution of the awarded service provider agreement in accordance with local laws or ordinances, and return one fully executed original agreement, along with the bid bond, if applicable, to the Bidder. Delivery of the fully executed awarded agreement to the Bidder shall constitute the Authority’s approval to be bound by the successful Bidder's bid and the terms of the service provider agreement.

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

32. **PAYMENT**
   The accepted bid price for the scope of work to be provided will be paid to the successful Bidder after completion and acceptance of the work and upon receipt of the successful Bidder's invoice. All invoices shall to include purchase order number or Contract number, as applicable and shall be submitted to Lee County Finance Department, PO Box 2463, Fort Myers, Florida, 33902.

[END of PART A.]
PART B – SPECIAL INSTRUCTIONS AND REQUIREMENTS

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

1. **MINIMUM QUALIFICATIONS**
   Bidders must include copies of all licenses (mechanical, occupational, etc.) required by Lee County and the State of Florida to supply the goods or perform the services set forth in this RFB.

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

2. **BASIS OF AWARD**
   The award will be based on the lowest, responsive and responsible Bid. The lowest bid will be based on Extended Total for Product 1 Pine Bark. Optional items may be purchased over the term of the service provider agreement on an as-needed basis.

   The Authority reserves the right to reject any and all bids or to waive any minor irregularity or technicality in the bids received. Award will be made to the lowest responsible and responsive bidder(s) within the category chosen for basis of award.

   The Authority reserves the right to award to one or multiple vendors and may additionally choose to assign a status of Primary and Secondary vendor to successful bidders as applicable. When a Primary/Secondary award is assigned the Primary vendor will be the Authority’s first contact for the assignment of any work or the purchase of any materials required under the Service Provider Agreement. If the Primary vendor is unable to fulfill the Authority’s needs or meet the timeline required, the Secondary vendor would be the next order of contact, as applicable. Additionally, the vendor selection order may be changed at any time during the term of the Service Provider Agreement as a result of deficient or non-compliant performance by a vendor.

3. **PURCHASE ORDER**
   Purchase orders will be issued on an as needed basis for actual services required. Actual orders for material(s) and/or service(s) listed on the Bid Form are neither guaranteed nor implied. All orders are on “as needed” and “as funds permit” basis. The Authority may order all, some, or none of the bid items listed.

4. **TERM**
   The term of the service provider agreement will be three (3) years with an option reserved to the Authority to extend the term of the agreement for two (2) additional one (1) year renewal periods by notifying the Provider in writing at least thirty (30) days in advance of the expiration date of the initial term or any extension term. Extension of the Agreement for the renewal periods will be upon the same terms and conditions, including prices, and shall be at the sole discretion of the Authority. Price adjustments for any renewal period will only be considered as provided below.

5. **AIR OPERATIONS AREA (AOA) SECURITY MAINTENANCE** (as required)
   Employees of the successful bidder or its subcontractors who must work full or part time within the Air Operations Area (AOA) at Southwest Florida International Airport must qualify for and obtain airport-issued identification badges which must be worn at all times while within the AOA. Badges shall
be worn on outer, uppermost garments so as to be clearly visible in order to distinguish, on site, employees assigned to a particular vendor. Badges shall be issued individually. Drivers of delivery or hauling vehicles will not require badges but must be under the escort of a properly badged employee at all times.

6. **PRICE ESCALATION/DE-ESCALATION**

Bids will be accepted with the understanding that no price increases will be authorized during the initial term of the agreement. Requests for upward price adjustments may be submitted only at the end of this period, and yearly thereafter, but will be approved only where verified to the satisfaction of the Lee County Port Authority as provided below. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Lee County Port Authority.

The successful bidder shall not give less than 30 days advance written notice of a proposed price increase to the Lee County Port Authority, whether prior to the expiration of the initial term or any renewal term. Any approved price change will be effective only at the beginning of the subsequent renewal period. The successful bidder shall document the amount and proposed effective date of the change in price. The price change must affect all accounts serviced by the successful bidder.

Documentation must be supplied with the successful bidder's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Lee County Port Authority; and (2) verify the amount or percentage of increase which is being passed on to the successful bidder by others not under the control of the vendor. Failure by the successful bidder to supply the aforementioned verification with the request for a price increase will result in delay of the effective date of such increase. The Authority may make such verification as deemed adequate. However, a requested increase, which the Authority determines is excessive, regardless of any documentation supplied by the successful bidder, may be cause for cancellation of the agreement by the Authority. The Authority will notify using agencies and vendor in writing of the effective date of any increase, that it approves. However, the successful bidder shall fill all purchase orders received prior to the effective date of the price adjustment at the existing contract prices. The successful bidder is further advised that price decreases that affect the cost of materials, labor, and transportation must be passed on to the Authority immediately. Failure to do so will result in action to recoup such amounts and/or terminate the agreement.

[END OF PART B.]
PART C – INSURANCE AND BONDING REQUIREMENTS

1. INSURANCE
All Bidders must furnish proof of acceptable insurance. A copy of the Bidder’s current insurance certificate or a statement from the Bidder’s insurance company verifying the firm's ability to obtain the insurance coverage as stated herein, should be submitted with the bid.

Each Bidder shall provide evidence of its ability to furnish the minimum insurance coverage either under existing policies or by virtue of a specific project policy, with deductible limits acceptable to the Authority:

- Employers Liability $1,000,000;
- Business Automobile Liability $1,000,000, except that any work performed Airside will require a minimum of $5,000,000 in business automobile liability coverage before vehicles are permitted Airside.
- Commercial General Liability $1,000,000 per occurrence; $1 million aggregate
- Workers' Compensation in accordance with Florida statutory limits.

The insurance provided will include coverage for all parties employed by the Bidder. At the discretion of the Authority, all insurance limits may be reevaluated at any time during the term of the agreement.

An insurance certificate on an approved form is required from the successful Bidder in the amounts stated above. The form must be properly executed by the successful bidder’s insurance company or agent and submitted by the successful bidder within fifteen (15) days after notification of the Lee County Port Authority Board of Port Commissioners' approval to award the agreement. The appointed insurance agent or carrier shall be duly licensed to provide coverage and honor claims within Florida. The certificate of insurance must give the Authority prior notice of cancellation and state that the coverage is primary and noncontributory; a waiver of subrogation in favor of the Authority will also be required.

The Lee County Port Authority must also be named as an additional insured on the policy. The certificate holder shall be Lee County Port Authority, Attn: Risk Manager-Administration (riskmanagement@flylcpa.com), 11000 Terminal Access Road, Suite 8671, Fort Myers, FL 33913.

2. HOLD HARMLESS AND INDEMNIFICATION
Bidder agrees through submission of its bid, to indemnify, hold harmless and defend Authority and Lee County, Florida and their respective commissioners, officers, agents, and anyone directly or indirectly employed by either of them, from and against any and all claims, injuries, liabilities, damages, demands, losses, costs or actions, either at law or in equity, including, but not limited to court costs and reasonable attorney’s fees, that may be made or brought at any time in the future by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, due to any negligence, wrongful conduct, or intentional act or omission, or based on any act of fraud or defalcation, any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by the Bidder during or after completion of the Work of the Bidder and persons employed or utilized by the Bidder in the performance of any agreement awarded under this Request for Bids. These obligations shall survive acceptance of any goods, services, and/or performance, and payment therefore by the Lee County Port Authority.

[END OF PART C.]
PART D - PROJECT INFORMATION AND REQUIREMENTS

RFB 20-09LKD: Mulch Delivery and Installation

SCOPE OF WORK

The Lee County Port Authority, hereafter “Authority”, is soliciting competitive sealed bids from qualified, licensed and insured bidders to perform work and provide goods in accordance with the requirements contained within the following Scope of Work.

The successful bidder shall deliver and install premium fade resistant mulch materials, such as bark, mulch, and pine needle bales, meeting the industry accepted product standards as defined by the Mulch & Soil Council (MSC), to various locations at the Southwest Florida International Airport (RSW) and Page Field (FMY) as requested by the Authority.

Service Locations
The primary location addresses are as follows:
Southwest Florida International Airport: 11000 Terminal Access Road, Fort Myers, FL 33913.
Page Field: 5200 Captain Channing Page Drive, Fort Myers, FL 33907.

Responsibilities
The successful bidder shall be responsible for the following:
1.) Furnishing all labor, materials, necessary equipment and incidentals needed for the delivery and installation of premium fade resistant mulch.
2.) Work shall begin within 14 calendar days from the issue date of the purchase order and must be completed within 30 calendar days of the date stated in the purchase order unless otherwise stated in the purchase order.
3.) All mulch will be delivered in bags clearly marked with the cubic foot of the bag contents.
4.) All landscape installation and maintenance activities shall be performed in accordance with Florida Department of Transportation (FDOT) Temporary Traffic Control (formerly Maintenance of Traffic) and OSHA Regulations.
5.) All work and materials furnished and installed by successful bidder shall be of the best quality and workmanship and to the satisfaction of the Authority. Mulch samples must be provided prior to mulch installation upon request by the Authority. The Authority reserves the right to reject any material not meeting quality standards.
6.) Prior to installation, all loose debris, rocks, and sticks are to be removed and properly disposed of by the successful bidder at no additional cost to the Authority.
7.) Bidder shall repair any damage done by their employees in the performance of this work. All repairs must be to the Authority’s satisfaction, completed within 5 calendar days of the date of the damage, and, at no additional cost to the Authority.

The Authority shall be responsible for the following:
1.) Authority staff will define the installation schedule and quantity of mulch to be installed.
2.) Provide a purchase order describing the following: site location, material to be used, minimum depth of mulch material, and number of days to complete the task.
3.) Upon notification of completion by the provider, the Authority Site Manager or Supervisor will inspect the location for quality of workmanship and material. It shall be the provider’s responsibility to complete the task or any required correction as directed and at no additional cost to the Authority.

[END OF SECTION D]
PART E - DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PROGRAM

Not applicable to this solicitation.

[END OF PART E]
PART F – FORMS

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

FORM 1: BIDDER’S CERTIFICATION

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

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

<table>
<thead>
<tr>
<th>Addendum #</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Addendum #</td>
<td>Date</td>
</tr>
<tr>
<td>Addendum #</td>
<td>Date</td>
</tr>
<tr>
<td>Addendum #</td>
<td>Date</td>
</tr>
</tbody>
</table>

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

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

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

__________________________________________
NAME OF BUSINESS

__________________________________________
MAILING ADDRESS

__________________________________________
AUTHORIZED SIGNATURE

__________________________________________
CITY, STATE & ZIP CODE

__________________________________________
NAME, TITLE, TYPED

__________________________________________
TELEPHONE NUMBER / FAX NUMBER

__________________________________________
FEDERAL IDENTIFICATION #

__________________________________________
EMAIL ADDRESS

State of: ________________________________
County of: ______________________________
This foregoing instrument was acknowledged before me this _____________________________ day of
________________________, 20___, by ________________________________, who is personally known to
me or produced ________________________________ as identification.

__________________________________________
Signature of Notary

__________________________________________
Serial/Commission No.
FORM 2: OFFICIAL BID FORM

BID NO.  RFB 20-09LKD

RECEIVING DATE:  TUESDAY, FEBRUARY 18, 2020
PRIOR TO  2:00 P.M. LOCAL TIME

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

The Undersigned, hereinafter called "BIDDER," having become familiar with the local conditions, nature, and extent of the work, and having examined carefully the bid documents, including but not limited to, General Information and Conditions, Special Instructions and Requirements, Insurance and Bonding Requirements, Project Information and Requirements, forms, and other contract documents, and having fulfilled bid requirements herein, agrees to furnish all labor, materials, equipment, and other items, facilities and services for the purchase of:

MULCH DELIVERY AND INSTALLATION

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

*In the blanks provided below indicate bid pricing as a unit cost per cubic foot, shall include material, labor, delivery and installation of bagged mulch/bark.

*All-inclusive Price by Cubic Feet supplied in bags (not bag price)

<table>
<thead>
<tr>
<th>Item</th>
<th>Product</th>
<th>1 – 249 CF</th>
<th>250 – 999 CF</th>
<th>1000 – 1999 CF</th>
<th>2000 CF &amp; above</th>
<th>Extended Total (used for bidding purposes only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Pine Bark</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**Optional Items:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Product</th>
<th>1 – 249 CF</th>
<th>250 – 999 CF</th>
<th>1000 – 1999 CF</th>
<th>2000 CF &amp; above</th>
<th>Extended Total (used for bidding purposes only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Black Mulch</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>Red Mulch</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td>Gold Mulch</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**All-inclusive Price per Bale

** In the blanks provided below indicate bid pricing as a unit cost per bale, shall include material, labor, delivery and installation of Pine Needle Bales.

<table>
<thead>
<tr>
<th>Item</th>
<th>Pine Needle Bales</th>
<th>1 – 99 bale(s)</th>
<th>100 – 499 bale(s)</th>
<th>500 – 999 bale(s)</th>
<th>1000 bale(s) &amp; above</th>
<th>Extended Total (used for bidding purposes only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td></td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

How pricing is determined: The department will provide the awarded vendor a purchase order describing the area(s) to be serviced. The awarded vendor will provide an all-inclusive quote with the number of cubic feet necessary to complete the purchase order. The chart above will determine the price per cubic foot based on the purchase order CF total. Example: Area A 300 cf., Area B 200 cf., Area C 1000 cf., Total 1500 cf. * Column C (1000-1999 CF)=total quoted price for Task.
FORM 3: LOBBYING AFFIDAVIT

STATE OF: ____________________________________________

COUNTY OF: ____________________________________________

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

________________________________________________________________________

AFFIANT

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

________________________________________________________________________

Signature of person taking acknowledgment

________________________________________________________________________

Name typed, printed, or stamped

________________________________________________________________________

(Title or rank)

________________________________________________________________________

Signature of Notary (Serial or Commission No.)

NOTE: THIS FORM IS REQUIRED FROM ALL BIDDERS
FORM 4: PUBLIC ENTITY CRIMES FORM

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

A person, affiliate, or corporation who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

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

BIDDER'S NAME: ________________________________
FORM 5: BIDDER’S SCRUTINIZED COMPANIES CERTIFICATION

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

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

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

[Signature]

Notary Public
State of __________________
County of _________________
Sworn to and subscribed before me this ________ day of ___________________, 20________,
by __________________________________________ who produced the following as identification __________________________ (Type of identification) or is personally known to me. My Commission Expires________________.

[stamp or seal]

[Signature of Notary Public]

[Typed or printed name]
FORM 6: LOCAL PREFERENCE AFFIDAVIT

The firm submitting the attached bid is either (please check one):

☐ A firm whose principal place of business is located within the boundaries of Lee County, Florida.

Please identify the firm name and physical address below:

_____________________________
_____________________________
_____________________________
_____________________________  (in Lee County, Florida)

☐ A firm that has provided goods or services to Lee County or the Lee County Port Authority on a regular basis for the preceding consecutive three (3) years and has the personnel, equipment, and materials located within the boundaries of Lee County sufficient to constitute a present ability to perform the service or provide the goods for this project.

Please provide the following information:

Number of employees currently working in Lee County full time = _____

Projects completed in Lee County over the last consecutive three (3) years:

______________________________ Began in 20___ Completed in 20__
______________________________ Began in 20___ Completed in 20__
______________________________ Began in 20___ Completed in 20__
______________________________ Began in 20___ Completed in 20__
______________________________ Began in 20___ Completed in 20__
______________________________ Began in 20___ Completed in 20__

Current Lee County location of equipment, materials and personnel that will be used full time on this project:

_____________________________
_____________________________
_____________________________
_____________________________  (in Lee County, Florida)

☐ A firm whose principal place of business is located within the boundaries of an adjacent county with a reciprocal Local Vendor Preference agreement.

Please identify the firm name and physical address below:

_____________________________
_____________________________
_____________________________

FORM 6: LOCAL PREFERENCE AFFIDAVIT (Continued)

Page 21 of 29
☐ Not a Local Vendor as defined by Lee County Ordinance 00-10, as amended by Lee County Ordinance Nos. 08-26 and 17-16.

_______________________________________
Printed Name

_______________________________________
Title

_______________________________________
Signature

Notary Public – State of ____________________
County of ______________________________
Sworn to and subscribed before me this _____ day of ____________, 20 ____________
Personally known ______________________ or produced identification ____________________.
My Commission Expires _________________
(Type of identification) ____________________

________________________________________
Printed, typed or stamped commissioned name of Notary Public

[Remainder of page intentionally left blank]
Reference Survey Directions

For Bids this form will be requested from the apparent low Bidder prior to the award. Provide this form to a minimum of three references. The Authority reserves the right to verbally verify references.

1) **Section 1**: Bidder is to complete the form with reference respondent’s information prior to providing the form to the reference respondent and ask for the form to be completed and returned to the Port Authority. (This is not the Bidder’s information.)

2) **Section 2**: Enter the name of the Bidder; provide the project information that the reference respondent is to provide a response for.

3) **Section 3**: To be completed by the reference respondent.

4) **Section 4**: The reference respondent to print and sign name

5) A minimum of 3 reference responses are requested to be returned to the Procurement Agent by each reference respondent.

6) Failure to obtain reference surveys may make cause a non-responsiveness determination.
FORM 7: PROFESSIONAL REFERENCE SURVEY

MULCH DELIVERY AND INSTALLATION
FOR THE LEE COUNTY PORT AUTHORITY
AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

<table>
<thead>
<tr>
<th>Section 1</th>
<th>Client/Reference Respondent Information – Please Print Legibly</th>
<th>Please return completed form to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name &amp; Title:</td>
<td></td>
<td>Procurement Agent: Lori DeLoach</td>
</tr>
<tr>
<td>Company:</td>
<td></td>
<td>Due Date:</td>
</tr>
<tr>
<td>Email:</td>
<td></td>
<td>Total # Pages:</td>
</tr>
<tr>
<td>Phone:</td>
<td></td>
<td>Phone: 239-590-4555</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Email: <a href="mailto:LKDeLoach@FlyLCPA.com">LKDeLoach@FlyLCPA.com</a></td>
</tr>
</tbody>
</table>

Section 2

| Bidder Name: | |
| Client's Project Name: | You or your company have been given as a reference on the project identified above. Please provide responses in section 3: |

Section 3

1. How long have you done business with this company?

2. What type(s) of business have you done with this company?

3. What is your overall impression of this company’s qualifications?

<table>
<thead>
<tr>
<th></th>
<th>E (Excellent)</th>
<th>G (Good)</th>
<th>S (Satisfactory)</th>
<th>NS (Not Satisfactory)</th>
</tr>
</thead>
<tbody>
<tr>
<td>4. How would you rate the Company’s overall service quality?</td>
<td>E</td>
<td>G</td>
<td>S</td>
<td>NS</td>
</tr>
<tr>
<td>5. How would you rate their supervisors and staffing?</td>
<td>E</td>
<td>G</td>
<td>S</td>
<td>NS</td>
</tr>
<tr>
<td>6. How would you rate their communication?</td>
<td>E</td>
<td>G</td>
<td>S</td>
<td>NS</td>
</tr>
<tr>
<td>7. How would you rate their preventative maintenance program?</td>
<td>E</td>
<td>G</td>
<td>S</td>
<td>NS</td>
</tr>
<tr>
<td>8. How would you rate their responsiveness?</td>
<td>E</td>
<td>G</td>
<td>S</td>
<td>NS</td>
</tr>
<tr>
<td>9. How would you rate their invoicing and reporting process?</td>
<td>E</td>
<td>G</td>
<td>S</td>
<td>NS</td>
</tr>
<tr>
<td>10. WOULD YOU USE THIS COMPANY AGAIN?</td>
<td>YES</td>
<td>NO</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

11. Do you have any additional comments regarding the quality of the services his company has furnished and performed at your facility?
NO BID SUBMISSION (OPTIONAL FORM)

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

NO BID SUBMISSION

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

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

______________ Services are not available through our company
______________ Our services do not meet the Scope of Services

Circle one - Scope of Services were:

<table>
<thead>
<tr>
<th>not applicable</th>
<th>too rigid</th>
<th>too vague</th>
</tr>
</thead>
<tbody>
<tr>
<td>not clearly understood</td>
<td>Insufficient time allowed for preparation</td>
<td></td>
</tr>
</tbody>
</table>

______________ Other reason(s): ____________________________________________________________

How did you learn about this solicitation?

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

Name of Firm: _______________________________________________________________________
Name of Individual: __________________________________________________________________
Telephone Number: ___________________ Fax: ____________________________
Email Address: _____________________________________________________________________

DATE: _______________________________________________________________________________
Cut along the outer border and affix this label to your sealed solicitation submission to identify it as a “Sealed Bid”

**SEALED BID • DO NOT OPEN**

**SOLICITATION NO.:**

RFB 20-09LKD

**SOLICITATION TITLE:**

Mulch Delivery and Installation

**DATE DUE:**

Tuesday, February 18, 2020

**TIME DUE:**

Prior to: 2:00 PM

**SUBMITTED BY:**

(Name of Company)

**e-mail address**

Purchasing Office

Lee County Port Authority

Southwest Florida International Airport

11000 Terminal Access Road, Suite 8671

Fort Myers, Florida 33913

**Telephone**

(239) 590-4556 Main Line

(239) 590-4555 Lori DeLoach

**Note:** Submittals received after the time and date above will not be accepted.

Purchasing Office

Lee County Port Authority

Southwest Florida International Airport

11000 Terminal Access Road, Suite 8671

Fort Myers, Florida 33913

(239) 590-4556 Main Line

(239) 590-4555 Lori DeLoach

PLEASE PRINT CLEARLY
Map: Skyplex Entrance
SERVICE PROVIDER AGREEMENT ATTACHED (Draft)
LEE COUNTY PORT AUTHORITY

STANDARD SERVICE PROVIDER AGREEMENT

RFB 20-09LKD

MULCH DELIVERY AND INSTALLATION

THIS AGREEMENT is entered this _________ day of __________, 20__, between the LEE COUNTY PORT AUTHORITY, a political subdivision and special district of the State of Florida ("AUTHORITY"), at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and ____________________________, a ________________ corporation, authorized to do business in the State of Florida, ("PROVIDER"), at____________________________, Federal Identification Number ____________________________.

WITNESSETH

WHEREAS, the Authority desires to obtain products and/or services from Provider as described below for the Southwest Florida International Airport/Page Field General Aviation Airport in Fort Myers, Florida; and,

WHEREAS, the Provider has reviewed the products and/or services required under this Agreement and has submitted a bid or quote agreeing to provide the requested products or services, and states that it is qualified, willing and able to provide and perform all such services and provide any products required according to the provisions, conditions and terms below and in accord with all governing federal, state and local laws and regulations; and,

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

WHEREAS, the Provider has been selected to provide the products and/or services described below as the result of a competitive selection process by Authority in accord with any applicable Florida Statutes and the Authority's Purchasing Policy, as approved by the Authority's Board of Port Commissioners.
NOW, THEREFORE, in consideration of the foregoing and the mutual consideration described below, the parties agree as follows:

1.0 RECITALS

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

2.0 SCOPE OF SERVICES

Provider hereby agrees to provide the products and/or perform the services set out in Exhibit "A", entitled "Scope of Services", which is attached and made a part of this Agreement.

No services or product deliveries may commence until Authority issues a purchase order, unless otherwise set out in the Scope of Services.

3.0 REQUEST FOR BIDS AND PROVIDER’S BID – INCORPORATION BY REFERENCE

The terms of the Request for Bids, and Provider's Bid received in response to that Request, including any supplementary representations from Provider to Authority during the selection process, are hereby merged into and incorporated by reference as part of this Agreement. If there are any conflicts between the terms of the Request for Bids and this Agreement, or the Provider's Bid and this Agreement, the terms of this Agreement will control. The parties acknowledge that the Authority has relied on Provider's representations and the information contained in Provider's Bid and that those representations and information has resulted in the selection of Provider to provide products or perform services under this Agreement.

4.0 TERM OF AGREEMENT

The term of this Agreement begins on the first date written above and will continue for three (3) years. The Authority will have the option to extend the term of this Agreement, upon the same terms and conditions, including prices, for two (2) additional one (1) year terms. Authority may exercise each option by giving Provider notice of its intent to renew at least thirty (30) days prior to expiration of the current term or any extended term.

5.0 LICENSES

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

6.0 PERSONNEL

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

7.0 STANDARDS OF SERVICE

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

8.0 COMPENSATION AND METHOD OF PAYMENT

8.1 The Authority shall pay the Provider for all requested and authorized products provided or services completed in accordance with the terms of this Agreement based on the compensation schedule set forth in Exhibit "B," which is attached hereto and made a part of this Agreement, based upon Provider's monthly invoice, as described in this Section.

8.2 METHOD OF PAYMENT

(a) MONTHLY STATEMENTS - The Provider shall be entitled to submit no more than one invoice to the Authority for each calendar month. The monthly invoice shall cover goods provided and services rendered and completed during the preceding calendar month. The Provider shall submit the invoices to the Authority's Finance Department. The Provider's invoice(s) shall be itemized to correspond to the basis of compensation as set forth in this Agreement. Invoices shall include an itemized description of the project, and a description of the products and services provided. Failure by the Provider to follow these instructions shall result in an unavoidable delay of payment by the Authority.

(b) PAYMENT SCHEDULE - The Authority shall issue payment to the Provider within thirty (30) calendar days after acceptance of the products or services and receipt of an invoice from the Provider that is in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the Authority object or take exception
to the amount of any Provider's invoice, the Authority shall notify the Provider of such objection or exception within thirty (30) days. If such objection or exception remains unresolved at the end of the thirty (30) day period, the Authority shall withhold the disputed amount and make payment to the Provider of all amounts not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

9.0 APPROPRIATIONS

All funds for payment by the Authority under this Agreement are subject to the availability of an annual appropriation for this purpose. In the event of non-appropriation of funds by the Authority for the services provided under this Agreement, the Authority will terminate this Agreement, without termination charge or other liability, on the last day of the then-current year or the date the goods or services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Provider on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the Authority shall not be obligated under this Agreement beyond the date of termination.

10.0 FAILURE TO PERFORM

Should the Provider fail to commence, provide, perform and/or complete any of the services and work required under this Agreement in a timely and diligent manner, the Authority may consider such failure as cause to terminate this Agreement. As an alternative to termination, the Authority may, at its option, withhold any or all payments due and owing to the Provider, not to exceed the amount of the compensation for the work in dispute, until such time as the Provider resumes performance of its obligations in accordance with the time and schedule of performance requirements set forth in this Agreement.

11.0 INDEMNIFICATION AND HOLD HARMLESS

The Provider agrees to be liable for, and shall indemnify, defend and hold harmless Lee County and Authority and their respective commissioners, officers, employees and agents, from and against any and all claims, liabilities, suits, judgments for damages, losses and expenses, including but not limited to court costs, expert witness and professional consultation services, and reasonable attorneys' fees arising out of or resulting from the Provider's services or provision of products under this Agreement, or Provider's errors, omissions, negligence, recklessness, or the intentional misconduct of Provider or any agent, employee or other person employed or used by Provider in performance of services under this Agreement regardless of whether or not caused by a party indemnified hereunder.
12.0 AUTHORITY’S REPRESENTATIVE

The ____________ Director (insert name of Department) shall administer this Agreement for Authority.

13.0 PUBLIC RECORDS

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

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

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

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

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

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

Provider agrees not to divulge, furnish or make available to any third person, firm or organization, without Authority’s prior written consent, or unless incidental to the proper performance of Provider’s obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any confidential or exempt information concerning the services to be rendered by Provider hereunder. Provider shall require all of its employees, agents, subcontractors to comply with the provisions of this Article.

DRAFT FOR DISCUSSION PURPOSES ONLY
Port Authority Attorney’s Office
1/3/2020
14.0 PROVIDER’S OBLIGATION

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

1) Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services required under this Agreement;

2) Upon request from the Authority, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

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

4) Meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of Provider upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology system of the Authority.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-590-4504, 11000 TERMINAL ACCESS ROAD, SUITE 8671, FORT MYERS, FLORIDA 33913, publicrecords@flylcpa.com; http://www.flylcpa/public records.

5) The Provider is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Provider is not an employee, agent or servant of the Authority and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all time, and in all places, be subject to the Provider’s sole discretion, supervision and control. The Provider shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Provider’s relationship and the relationship of its employees to the Provider shall be that of an independent contractor and not as employees of the Authority. The Provider shall be solely responsible for providing benefits and insurance to its employees.
15.0  AIRPORT SECURITY REQUIREMENTS

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

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

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

Immediately upon the completion of any work requiring airport security access under this Agreement, or upon the resignation or dismissal or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the Provider, Provider shall notify the Airports Police Department that the Provider's access authorization or that of any of Provider's agents, employees, subcontractors, or invitees has changed. Provider will confirm that notice, by written confirmation on company letterhead, within twenty-four (24) hours of providing initial notice to the Airport's Police Department.

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

16.0  INSURANCE

During the term of this Agreement, Provider shall provide, pay for, and maintain, with companies satisfactory to Authority, the types of insurance described herein. Promptly after execution of this Agreement by both parties, the Provider must obtain insurance coverages and limits required as set out below. Provider further agrees to provide Authority's Risk Manager with advance written notice of any cancellation, intent not to renew, material change or alteration, or reduction in the policies' coverages, except
in the application of the Aggregate Limits provision of any policy. In the event of a
reduction in the Aggregate Limit of any policy, Provider shall immediately take steps to
have the Aggregate Limit reinstated to the full extent permitted under such policy. If
there is a cancellation, Provider agrees to obtain replacement coverage as soon as
possible. All insurance shall be from responsible companies duly authorized to do
business in the State of Florida and/or responsible risk retention group insurance
companies registered with the State of Florida.

The Authority reserves the right to reject insurance written by an insurer it deems
unacceptable because of poor financial condition or other operational deficiency. All
insurance must be placed with insurers with an A.M. Best Rating of not less than A-VII.
Regardless of this requirement, Authority in no way warrants that the required minimum
insurer rating is sufficient to protect the Provider from potential insurer insolvency.

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

All of Provider's insurance coverages shall be primary and non-contributory to any
insurance or self-insurance program carried by Authority and applicable to work under
this Agreement and shall include a waiver of subrogation in favor of Authority.

No work shall commence, or any products be provided, under this Agreement
unless and until the required Certificates of Insurance are received and approved by
Authority.

16.1. INSURANCE REQUIRED

Before starting and until acceptance of the work or products by Authority, Provider
shall procure and maintain insurance of the types and to the limits specified in paragraphs
16.2.1 through 16.2.3, below. All liability insurance policies obtained by Provider to meet
the requirements of this Agreement, other than Worker's Compensation and Employer's
Liability and Professional Liability policies, shall name Authority as an additional insured
as to the operations of Provider under this Agreement and shall contain the severability
of interests provisions.

16.2. COVERAGES

The amounts and types of insurance shall conform to the following minimum
requirements with the use of Insurance Service Office (ISO) forms and endorsements or
broader where applicable:
16.2.1. Commercial General Liability Insurance shall be maintained by Provider. Coverage shall also include, but not be limited to, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations, and Personal Injury Coverages. If Provider provides any construction work, it must also include Products & Completed Operations, with the Completed Operations Coverage maintained for any project under this Agreement and then for not less than five (5) years following completion and acceptance of the work by Authority. Limits of coverage shall not be less than the following for Bodily Injury, Property Damage and Personal Injury Combined Single Limits:

<p>| | |</p>
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<tbody>
<tr>
<td>Per Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

If the General Liability insurance required herein is issued or renewed on a "claims made" form, as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of any services under this Agreement and shall provide that in the event of cancellation or nonrenewal the discovery period for insurance claims (Tail Coverage) shall be unlimited.

16.2.2. Automobile Liability Insurance shall be maintained by Provider as to ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles with limits of not less than:

- Bodily Injury and Property Damage Liability $1,000,000 Combined Single Limit
- Any work Airside at either airport will require a minimum of $5,000,000 Business Automobile Liability Coverage.

16.2.3. Worker's Compensation and Employers Liability Insurance shall be maintained by Provider during the term of this Agreement for all employees engaged in the work under this Agreement, in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than:

- Worker's Compensation Florida Statutory Requirements
- Employer’s Liability
- Each Accident $1,000,000

The insurance company shall waive its Rights of Subrogation against Authority.

16.2.4. Certificates of Insurance - Provider must use Authority's Certificate of Insurance attached as Exhibit "C" or a similar form acceptable to Authority's Risk Manager to verify coverages. The Certificate of Insurance must be completed on a "sample only" basis by Provider's insurance representatives and must be submitted for Authority's review as to acceptability. Upon acceptance, the Certificates must be signed.
by an Authorized Representative of the insurance company/companies shown on the Certificates with proof that he or she is an authorized representative thereof. In addition, copies of all insurance policies shall be provided to Authority, on a timely basis, if requested by Authority. If any insurance provided under this Agreement will expire prior to the completion of the work, renewal Certificates of Insurance on an acceptable form and copies of the renewal policies, if requested by Authority, shall be furnished to Authority thirty (30) days prior to the date of expiration.

16.2.5. Failure to Maintain Insurance - Should at any time Provider not maintain the insurance coverages required by this Agreement, Authority may cancel the Agreement or at its sole discretion is authorized to purchase such coverages and charge Provider for such coverages purchased. Authority shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Authority to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.

17.0 ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The Provider shall not assign or transfer any of its rights, benefits or obligations hereunder without prior written approval of the Authority. The Provider shall have the right, subject to the Authority's prior written approval, to employ other persons and/or firms to serve as subcontractors to Provider for the Provider's performance of services and work under this Agreement.

18.0 PROVIDER AN INDEPENDENT CONTRACTOR

The Provider is an independent contractor and is not an employee or agent of the Authority. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the Authority and the Provider, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. Nor shall anything contained herein be deemed to give any such party a right of action against Authority beyond such right as might otherwise exist without regard to this Agreement.

19.0 F.A.A. NON-DISCRIMINATION CLAUSE

The Provider, for itself, its successors in interest, and assigns, as part of the consideration hereof, agrees that it shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Provider shall carry out applicable requirements of 49 CFR Part 23 and Part 26 in the award and administration of DOT-assisted contracts. Failure by the Provider to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Port Authority deems appropriate.
20.0 **NOTICE REGARDING PUBLIC ENTITY CRIMES**

Section 287.133(3)(a) (1995) requires the Authority to notify Bidder/Lessee/Tenant of the provisions of Section 287.133(2)(a) F.S.

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

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

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

21.0 **OWNERSHIP AND TRANSFER OF DOCUMENTS**

All documents such as art work, layouts and copy in draft or final form, photographs, mailing lists, printed materials, computer programs, memoranda, research notes, evaluations, reports and other records and data relating to the services specifically prepared or developed by the Provider under this Agreement shall be the property of the Provider, until the Provider has been paid for performing the services and work required to produce such documents.

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

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

22.0 **MAINTENANCE OF RECORDS**

The Provider will keep and maintain adequate records and supporting documentation concerning the procurement and applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained.
by the Provider for a minimum of five (5) years from the date final payment has been made or termination of this Agreement, or for such period as required by law.

The Authority, the FAA, the Comptroller General of the United States and their authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement, and during the period set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the Provider.

23.0 NO THIRD PARTY BENEFICIARIES

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

24.0 GOVERNING LAW

This Agreement shall be interpreted, construed and governed by the laws of the State of Florida. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement shall be brought either in the Florida state courts in Lee County, Florida, or in the United States Federal District Court for the Middle District of Florida, Fort Myers Division. The prevailing party in any such suit or action shall be entitled to recover their reasonable attorneys' fees and court costs.

25.0 PROHIBITED INTERESTS

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

26.0 LOBBYING CERTIFICATION

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

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

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

27.0 COVENANTS AGAINST DISCRIMINATION

27.1 DBE POLICY. It is the policy of the Department of Transportation (the "DOT") that Disadvantaged Business Enterprises ("DBE's") as defined in 49 CFR Part 23 and Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Part 26 apply to this Agreement. The Provider agrees to ensure that DBE's as defined in 49 CFR Part 23 and Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Provider shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 and Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts.

27.2 PROMPT PAYMENT REQUIREMENTS. Authority has adopted a DBE Program in compliance with 49 CFR Part 26, therefore, the following requirement will apply to all contracts funded, either wholly or in-part, with DOT financial assistance:

Provider agrees to pay each subconsultant under this contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment Provider receives from Authority. Provider agrees further to return any retainage payments to each subconsultant within thirty (30) days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment beyond these time limits may occur only for good cause following written approval of the delay by Authority. This clause applies to both DBE and non DBE subconsultants.

27.3 INCORPORATION OF PROVISIONS. Provider shall include the provisions of paragraphs 27.1 through 27.2 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Provider shall take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Provider may request Authority to enter into such
litigation to protect the interests of Authority and, in addition, Provider may request the United States to enter into such litigation to protect the interests of the United States.

28.0 **NONDISCRIMINATION CLAUSE**

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

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

29.0 **GENERAL CIVIL RIGHTS CLAUSE**

The Contractor agrees to comply with pertinent statute, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

30.0 **E-VERIFY CLAUSE**

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

30.1. All persons employed by Provider during the term of this Agreement
30.2. All persons, including contractors and subcontractors, assigned by the Provider to perform work or provide services under the Agreement.
Provider further agrees that it will require each contractor or subcontractor performing work or providing services under this Agreement to enroll in and use the U.S. Department of Homeland Security's E-Verify Program for Employment Verification to verify the employment eligibility of all persons employed by the contractor or subcontractor during the term of this Agreement.

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

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

31.0 HEADINGS

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

32.0 ENTIRE AGREEMENT

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

33.0 NOTICES AND ADDRESS

33.1 All notices required and/or made pursuant to this Agreement to be given by either party to the other shall be in writing and shall be delivered by hand or by United States Postal Service, first class mail service, postage prepaid, and addressed to the following addresses of record:

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

[Provider Name]
[Provider Address]

Attention: ____________________________
33.2 CHANGE OF ADDRESS - Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

34.0 TERMINATION

This Agreement may be terminated by the Authority at its convenience, or due to the fault of the Provider, by giving thirty (30) calendar days written notice to the Provider.

35.0 TERMINATION UNDER SECTION 287.135, F.S.

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

36.0 WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

37.0 SECURING AGREEMENT DISCLOSURE

The Provider warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any person or company to secure this Agreement, other than a bonafide employee of Provider.

38.0 AMENDMENTS OR MODIFICATIONS

The terms of this Agreement may be amended, in writing, by the Agreement of both parties. Any modifications to the terms of this Agreement will only be valid when issued in writing as a properly executed Amendment to the Agreement and signed by both parties.

39.0 ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties in the space provided.
IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST: LINDA DOGGETT
Clerk of the Circuit Court

By: __________________________
    Deputy Clerk

BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA

By: __________________________
    Chair or Vice Chair

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

By: __________________________
    Port Authority Attorney's Office

Signed, Sealed and Delivered in the presence of:

___________________________
Witness

___________________________
Witness

___________________________
SEAL

___________________________
PROVIDER

___________________________
Authorized Signature for Provider

By: __________________________
    Printed Name

___________________________
Title
EXHIBIT “A”

SCOPE OF SERVICES

Provider shall deliver and install premium fade resistant mulch materials, such as bark, mulch, and pine needle bales, meeting the industry accepted product standards as defined by the Mulch & Soil Council (MSC), to various locations at the Southwest Florida International Airport (RSW) and Page Field (FMY) as requested by the Authority.

Service Locations

The primary location addresses are as follows:

Southwest Florida International Airport
1000 Terminal Access Road
Fort Myers, FL 33913

Page Field
5200 Captain Channing Page Drive
Fort Myers, FL 33907

Responsibilities

The Provider shall be responsible for the following:

1) Furnish all labor, materials, necessary equipment and incidentals needed for the delivery and installation of premium fade resistant mulch.

2) Begin work within fourteen (14) calendar days from the issue date of the purchase order. All work must be completed within thirty (30) calendar days of the date stated in the purchase order unless otherwise stated in the purchase order.

3) All mulch will be delivered in bags clearly marked with the cubic foot of the bag contents.

4) All landscape installation and maintenance activities shall be performed in accordance with Florida Department of Transportation (FDOT) Temporary Traffic Control (formerly Maintenance of Traffic) and OSHA Regulations.

5) All work and materials furnished and installed shall be of the best quality and workmanship and to the satisfaction of the Authority. Mulch samples must be provided prior to mulch installation upon request by the Authority. The Authority reserves the right to reject any material not meeting quality standards.

6) Prior to installation, all loose debris, rocks, and sticks must be removed and properly disposed of by Provider at no additional cost to the Authority.
7) Provider must repair any damage done by their employees in the performance of this work at no additional cost to the Authority.

The Authority shall be responsible for the following:

1) Authority staff will define the installation schedule and quantity of mulch to be installed.

2) Provide a task authorization describing the following information: site location, material to be used, minimum depth of mulch material, and number of days to complete the task.

3) Upon notification of completion of work by the Provider, the Authority Site Manager or Supervisor will inspect the location for quality of workmanship and material. It shall be the Provider’s responsibility to complete the task or correction as directed at no additional cost to the Authority.
EXHIBIT “B”

COMPENSATION SCHEDULE

MULCH DELIVERY AND INSTALLATION

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

*All prices are All-inclusive Prices by Cubic Feet supplied in bags

<table>
<thead>
<tr>
<th>Product</th>
<th>1-249 CF</th>
<th>250-999 CF</th>
<th>1000-1999 CF &amp; above</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pine Bark</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Optional Items:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black Mulch</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Red Mulch</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Gold Mulch</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**All-inclusive Price per Bale

<table>
<thead>
<tr>
<th></th>
<th>100-499</th>
<th>500-999</th>
<th>1000 bale(s) &amp; above</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pine Needle Bales</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

How pricing is determined: The department will provide the Provider a purchase order of the area(s) to be serviced. The Provider will provide an all-inclusive quote with the number of cubic feet necessary to complete the purchase order. The chart above will determine the price per cubic foot based on the task order CF total. Example: Area A 300 cf., Area B 200 cf., Area C 1000 cf., Total 1500 cf. * Column C (1000-1999 CF)=total quoted price for Task.

*Provide total cost per cubic foot, to include material, labor, delivery and installation of bagged mulch/bark.

** Provide a total cost per bale, to include material, labor, delivery and installation of Pine Needle Bale
PART F - FORMS
Note: This form must be submitted with the bidder's bid submittal

FORM 1: BIDDER'S CERTIFICATION

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

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

<table>
<thead>
<tr>
<th>Addendum #</th>
<th>Date:</th>
<th>Addendum #</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

TCI Sod & Landscaping, LLC
NAME OF BUSINESS

Enrique Acevedo, VP
NAME, TITLE, TYPED

3507 Lee Blvd Ste 212
MAILING ADDRESS

Lehigh Acres, FL 33971
CITY, STATE & ZIP CODE

239-303-0648/239-303-1976
TELEPHONE NUMBER / FAX NUMBER

TCSI@TCISodLand.com
EMAIL ADDRESS

State of: Florida
County of: Lee
This foregoing instrument was acknowledged before me this 18th day of February, 2020, by Enrique Acevedo, who is personally known to me or produced as identification.

Melissa Koger
Signature of Notary

Serial/Commission No.

Page 16 of 29
The Undersigned, hereinafter called "BIDDER," having become familiar with the local conditions, nature, and extent of the work, and having examined carefully the bid documents, including but not limited to, General Information and Conditions, Special Instructions and Requirements, Insurance and Bonding Requirements, Project Information and Requirements, forms, and other contract documents, and having fulfilled bid requirements herein, agrees to furnish all labor, materials, equipment, and other items, facilities and services for the purchase of:

MULCH DELIVERY AND INSTALLATION

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

*In the blanks provided below indicate bid pricing as a unit cost per cubic foot, shall include material, labor, delivery and installation of bagged mulch/bark.

<table>
<thead>
<tr>
<th>Item</th>
<th>Product</th>
<th>1 - 249 CF</th>
<th>250 - 999 CF</th>
<th>1999 CF &amp; above</th>
<th>Extended Total (used for bidding purposes only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Pine Bark</td>
<td>$1.66</td>
<td>$1.58</td>
<td>$1.50</td>
<td>$1.42</td>
</tr>
</tbody>
</table>

**Optional Items:**

2. Black Mulch $1.58 $1.50 $1.42 $1.34 $5.84
3. Red Mulch $1.33 $1.25 $1.17 $1.09 $4.84
4. Gold Mulch $1.25 $1.17 $1.09 $1.01 $4.52

**All-inclusive Price per Bale**

**In the blanks provided below indicate bid pricing as a unit cost per bale, shall include material, labor, delivery and installation of Pine Needle Bales.

<table>
<thead>
<tr>
<th>Pine Needle Bales</th>
<th>1 - 99 100 - 499 500 - 999 1000 bale(s) &amp; above Extended Total (used for bidding purposes only)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(Add columns A+B+C+D for each item)</td>
</tr>
<tr>
<td>5</td>
<td>$6.00</td>
</tr>
</tbody>
</table>

How pricing is determined: The department will provide the awarded vendor a purchase order describing the area(s) to be serviced. The awarded vendor will provide an all-inclusive quote with the number of cubic feet necessary to complete the purchase order. The chart above will determine the price per cubic foot based on the purchase order CF total. Example: Area A 300 cf., Area B 200 cf., Area C 1000 cf., Total 1500 cf. * Column C (1000-1999 CF) = total quoted price for Task.
FORM 3: LOBBYING AFFIDAVIT

STATE OF: Florida
COUNTY OF: Lee

Enrique Acevedo, 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 TCI Sod & Landscaping, LLC (Bidder), maker of the attached bid and that neither the Bidder nor its agents have lobbied to obtain an award of the Agreement required by this Bid from the Lee County Board of Port Commissioners, members of the Airports Special Management Committee, or employees of the Lee County Port Authority, individually or collectively, regarding this Authority Bids. The prospective Bidder further states that it has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. 1352 and 49 CFR Part 20 and the Lee County Lobbying Ordinance, No. 03-14.

The foregoing instrument was acknowledged before me on February 18th 2020 by Enrique Acevedo, VP of TCI Sod & Landscaping, LLC, a Florida Limited Liability Corporation, as identification.

Melissa Koger
Name typed, printed, or stamped

Signature of Notary (Serial or Commission No.)

NOTE: THIS FORM IS REQUIRED FROM ALL BIDDERS
FORM 4: PUBLIC ENTITY CRIMES FORM

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

A person, affiliate, or corporation who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

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

BIDDER’S NAME: TCI Sod & Landscaping, LLC
FORM 5: BIDDER'S SCRUTINIZED COMPANIES CERTIFICATION

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

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

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

[Signature]

Notary Public

State of Florida
County of Lee

Sworn to and subscribed before me this 18th day of February, 2020,
by, Enrique Acevedo who produced the following as identification
(Type of identification) or is personally known to me. My
Commission Expires 10/22/2022.

[Signature of Notary Public]

Melissa Koger
[Typed or printed name]
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:

3507 Lee Blvd Ste 212
Lehigh Acres, FL 33971

(3507 Lee Blvd Ste 212
Lehigh Acres, FL 33971

(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 = 8+

Projects completed in Lee County over the last consecutive three (3) years:

<table>
<thead>
<tr>
<th>Lee County Port Authority</th>
<th>Began in 2016</th>
<th>Completed in 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Began in 2016</td>
<td>Completed in 2020</td>
</tr>
<tr>
<td></td>
<td>Began in 2016</td>
<td>Completed in 2020</td>
</tr>
</tbody>
</table>
| Current Lee County location of equipment, materials and personnel that will be used full time on this project:
3507 Lee Blvd Ste 212
Lehigh Acres, FL 33971

(3507 Lee Blvd Ste 212
Lehigh Acres, FL 33971

(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:

TCI Sod & Landscaping, LLC
3507 Lee Blvd Ste 212
Lehigh Acres, FL 33971
☐ Not a Local Vendor as defined by Lee County Ordinance 00-10, as amended by Lee County Ordinance Nos. 08-26 and 17-16.

___ Enrique Acevedo ______________________
Printed Name

___ VP ______________________
Title

___ ______________________
Signature

Notary Public – State of Florida
County of Lee
Sworn to and subscribed before me this 18th day of February, 2020
Personally known X or produced identification ____________________________
My Commission Expires 10/22/2022
(Type of identification)

Melissa Koger
Printed, typed or stamped commissioned name of Notary Public

[Remainder of page intentionally left blank]
Reference Survey Directions

For Bids this form will be requested from the apparent low Bidder prior to the award. Provide this form to a minimum of three references. The Authority reserves the right to verbally verify references.

1) **Section 1**: Bidder is to complete the form with reference respondent’s information prior to providing the form to the reference respondent and ask for the form to be completed and returned to the Port Authority. (This is not the Bidder’s information.)
2) **Section 2**: Enter the name of the Bidder; provide the project information that the reference respondent is to provide a response for.
3) **Section 3**: To be completed by the reference respondent.
4) **Section 4**: The reference respondent to print and sign name
5) A **minimum of 3 reference responses** are requested to be returned to the Procurement Agent by each reference respondent.
6) Failure to obtain reference surveys may make cause a non-responsiveness determination.
Section 1

Name & Title: Michael Filion, Operations Manager
Company: Wind River Environmental, Inc.
Email: Michael.Calcatore@windriver.com
Phone: 859-267-4541

Please return completed form to:

Procurement Agent: Lori Deloach
Due Date:
Total # Pages:
Phone: 239-999-4555
Email: LKDloach@FlyLCPA.com

Section 2

Bidder Name: TCI Sod & Landscaping, LLC

Section 3

1. How long have you done business with this company?

2. What type(s) of business have you done with this company?

3. What is your overall impression of this company’s qualifications?

<table>
<thead>
<tr>
<th>E (Excellent)</th>
<th>G (Good)</th>
<th>S (Satisfactory)</th>
<th>NS (Not Satisfactory)</th>
</tr>
</thead>
<tbody>
<tr>
<td>E</td>
<td>G</td>
<td>S</td>
<td>NS</td>
</tr>
<tr>
<td>E</td>
<td>G</td>
<td>S</td>
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</tr>
<tr>
<td>E</td>
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<td>S</td>
<td>NS</td>
</tr>
<tr>
<td>E</td>
<td>G</td>
<td>S</td>
<td>NS</td>
</tr>
</tbody>
</table>

4. How would you rate the Company’s overall service quality?

5. How would you rate their supervisors and staffing?

6. How would you rate their communication?

7. How would you rate their preventative maintenance program?

8. How would you rate their responsiveness?

9. How would you rate their invoicing and reporting process?

10. WOULD YOU USE THIS COMPANY AGAIN?

YES NO

11. Do you have any additional comments regarding the quality of the services his company has furnished and performed at your facility?

Page 24 of 29
RFB 20-09LKD Mulch Delivery and Installation

FORM 7: PROFESSIONAL REFERENCE SURVEY
RFB 20-09LKD
MULCH DELIVERY AND INSTALLATION
FOR THE LEE COUNTY PORT AUTHORITY
AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

Section 1
Client/Reference Respondent Information – Please Print Legibly

| Name & Title:          | John Carrano                          |
| Company:              | Thompsons Contracting Inc.            |
| Email:                | JohnC@ThompkinsContracting.com       |
| Phone:                | 239-303-0648                          |

Procurement Agent: Lori DeLoach
Due Date:            
Total # Pages:       
Phone: 239-590-4555
Email: LKDeLoach@FlyLCPA.com

Section 2
Bidder Name:         TCI Sod & Landscaping, LLC
Client’s Project
Name:                Cork Screw Project

You or your company have been given as a reference on the project identified above. Please provide responses in section 3:

1. How long have you done business with this company? 10 YEARS
2. What type(s) of business have you done with this company? Sod & Landscaping, Installation
3. What is your overall impression of this company’s qualifications? Very Professional. Never left a project untidy. Supervision Excellent

<table>
<thead>
<tr>
<th>E (Excellent)</th>
<th>G (Good)</th>
<th>S (Satisfactory)</th>
<th>NS (Not Satisfactory)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. How would you rate the Company’s overall service quality? E ✔️
5. How would you rate their supervisors and staffing? E ✔️
6. How would you rate their communication? E ✔️
7. How would you rate their preventative maintenance program? E ✔️
8. How would you rate their responsiveness? E ✔️
9. How would you rate their invoicing and reporting process? E ✔️

10. WOULD YOU USE THIS COMPANY AGAIN?
YES ✔️  NO

11. Do you have any additional comments regarding the quality of the services his company has furnished and performed at your facility?
INSTALLERS ARE VERY POLITE & WORK HARD TO COMPLETE THE PROJECT IN A TIMELY MANNER.
NO BID SUBMISSION (OPTIONAL FORM)

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

NO BID SUBMISSION

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

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

_________________ Services are not available through our company
_________________ Our services do not meet the Scope of Services

Circle one - Scope of Services were:

<table>
<thead>
<tr>
<th>not applicable</th>
<th>too rigid</th>
<th>too vague</th>
</tr>
</thead>
<tbody>
<tr>
<td>not clearly understood</td>
<td>Insufficient time allowed for preparation</td>
<td></td>
</tr>
</tbody>
</table>

Other reason(s):

How did you learn about this solicitation?

X Public Purchase

Local newspaper

Florida Airports Council

Airport Minority Advisory Council

Word of mouth

Name of Firm: TCI Sod and Landscaping, LLC

Name of Individual: ________________________________

Telephone Number: 239-303-0648 Fax: 239-303-1976

Email Address: tcisodllc@hotmail.com

DATE: 2/18/2020
CERTIFICATE OF LIABILITY INSURANCE

DATE [MM/DD/YYYY) 10/03/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERR NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Doug Jones
c/o Artex Risk Solutions, Inc.
8840 E. Chaparral Rd., Suite 275
Scottsdale, AZ 85250

CONTACT NAME:
(480) 951-4177
FDI:
(480) 951-4266
E-MAIL ADDRESS:
SDL.BSD.Certificates@artexrisk.com

INSURED
Paychex HR Outsourcing, LLC Alt. Emp: TCI Sod & Landscaping LLC
8215 Forest Point Blvd Suite 150
Charlotte, NC 28273

CONTACT NAME:
(480) 951-4177
(480) 951-4266
E-MAIL ADDRESS:
SDL.BSD.Certificates@artexrisk.com

INSURER(S) AFFORDING COVERAGE
INSURER A : American Zurich Insurance Company

COVERAGES
CERTIFICATE NUMBER: 19FL281901635
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>INSURER</th>
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<td>A</td>
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<td>B</td>
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EXCEPTIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<th>POLICY EXPIRATION DATE</th>
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<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
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<td>ANY PROPRIETOR, PARTNER, EXECUTIVE OFFICER, MEMBER EXCLUDED?</td>
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<td>If yes, describe under DESCRIPTION OF OPERATIONS below</td>
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Location Coverage Period: 06/01/2019 06/01/2020

Client# 41028-FL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

TCI Sod & Landscaping LLC
3507 Lee Blvd #212
Lehigh Acres, FL 33971

Endorsements: Waiver of Subrogation

CERTIFICATE HOLDER
Lee County Port Authority Airfield and Grounds Maintenance
11000 Terminal Access Rd
Fort Myers, FL 33913

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
AWA Insurance Agency
13700 Six Mile Cypress Pkwy
Suite #1
Fort Myers, FL 33912

CONTACT NAME: Karen C Gross
PHONE: (239) 418-1100
FAX: (269) 418-1164
EMAIL: karen@awainsurance.com

INSCRIBED
TCI Sod & Landscaping LLC
PO Box 546
Lehigh Acres, FL 33970

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

INSURER(S) AFFORDING COVERAGE
INSURER A: Southern-Owners Ins Co
NAIC # 10190
INSURER B: Owners Insurance Company
INSURER C: NAIC # 32700

COVERAGES

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</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Lee County Port Authority shall be named as an Additional Insured on ALL policies (except for Workers Compensation).
The Operator's insurance will be primary and non-contributory, and shall include a Waiver of Subrogation by both the Operator 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).

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

ACORD 25 (2015/03) © 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

IN FAVOR OF:
Lee County Port Authority Airfield and Grounds Maintenance
11000 Terminal Access Rd
Fort Myers, FL 33913

WORK PERFORMED BY CO-EMPLOYEES OF:
TCI Sod & Landscaping LLC
3507 Lee Blvd #212
LeHigh Acres, FL 33971

ON THE FOLLOWING PROJECT:

FEE FOR THIS WAIVER IS:
Premium will be waived

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 06/01/2019
Policy No: WC 67-35-454-00
Endorsement No:
Insured: Paychex HR Outsourcing, LLC Alt. Emp: TCI Sod & Landscaping LLC
Premium: $
Insurance Company: American Zurich Insurance Company
Countersigned By:
Authorized Representative
2019 - 2020
LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 0611971

Location:
3507 LEE BLVD
LEHIGH ACRES FL 33971

TCI SOD & LANDSCAPING LLC
PO BOX 546
LEHIGH ACRES FL 33970

Account Expires: September 30, 2020

May engage in the business of:

LAWN AND/OR LANDSCAPING SERVICE

Performing service in unincorporated Lee County is prohibited per Ordinance 08-08.

THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

Payment Information:

PAID 529775-77-1 09/06/2019 09:50 AM
$50.00
TCI SOD & LANDSCAPING LLC
3507 LEE BLVD STE 212
LEHIGH ACRES, FL 33971-1303

SUBJECT: TCI SOD & LANDSCAPING LLC

Your application and fee for registration as a dealer in agriculture products as required by section 604.15-604.30, Florida Statutes, have been received and processed.

Your registration certificate appears below. All advertising and contracts should contain the phrase: "TCI SOD & LANDSCAPING LLC is registered with the State of Florida as a Dealer in Agriculture Products. Registration No. AD145."

Proof of current registration must also be presented before the local occupational license(s) may be issued or renewed. This registration certificate will expire on September 15, 2020.

If you have any questions, please do not hesitate to call the Division of Consumer Services at 800-435-7352 or 850-617-7150.

License as Dealer in Agriculture Products

Section 604.15-604.30, Florida Statutes
SEALED BID LABEL

Cut along the outer border and affix this label to your sealed solicitation submission to identify it as a “Sealed Bid”

SEALLED BID • DO NOT OPEN

SOLICITATION NO.: RFB 20-09LKD

SOLICITATION TITLE: Mulch Delivery and Installation

DATE DUE: Tuesday, February 18, 2020

TIME DUE: Prior to: 2:00 PM

SUBMITTED BY: TCI Sod and Landscaping, LLC

(Name of Company)

tcisodllc@hotmail.com 239-303-0648
e-mail address Telephone

DELIVER TO: Southwest Florida International Airport
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913

Note: Submittals received after the time and date above will not be accepted.

Purchasing Office
Lee County Port Authority
Southwest Florida International Airport
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913
(239) 590-4556 Main Line
(239) 590-4555 Lori DeLoach

PLEASE PRINT CLEARLY

Page 26 of 29
Detail by Entity Name

Florida Limited Liability Company
TCI SOD & LANDSCAPING LLC

Filing Information

- **Document Number**: L06000080524
- **FEI/EIN Number**: 13-4340359
- **Date Filed**: 08/15/2006
- **State**: FL
- **Status**: ACTIVE
- **Last Event**: LC AMENDMENT
- **Event Date Filed**: 01/29/2016
- **Event Effective Date**: NONE

Principal Address

3507 LEE BLVD
SUITE 230
LEHIGH ACRES, FL 33971

Changed: 02/27/2017

Mailing Address

PO BOX 546
LEHIGH ACRES, FL 33970

Changed: 02/27/2013

Registered Agent Name & Address

MACHADO, SCOTT
7824 13th Ter.
LaBelle, FL 33935

Name Changed: 01/29/2016

Address Changed: 01/25/2016

Authorized Person(s) Detail

Name & Address

Title MGRM

THOMPKINS, MARTY M
1416 BROADWAY AVE
### Address

- **ACEVEDO, ENRIQUE M**
  - 1320 Monroe Ave, Lehigh Acres, FL 33972
- **THOMPKINS, MARTY**
  - 7824 13th Terrace, Labelle, FL 33935
- **ACEVEDO, ENRIQUE**
  - 7835 18th Place, Labelle, FL 33935
- **MACHADO, SCOTT**
  - 3407 E 18th Street, Lehigh Acres, FL 33972

### Annual Reports

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<td>2018</td>
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<td>2019</td>
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### Document Images

- 02/11/2019 - ANNUAL REPORT
- 04/02/2018 - ANNUAL REPORT
- 02/27/2017 - ANNUAL REPORT
- 01/29/2016 - LC Amendment
- 01/25/2016 - ANNUAL REPORT
- 02/09/2015 - ANNUAL REPORT
- 01/08/2014 - ANNUAL REPORT
- 02/27/2013 - ANNUAL REPORT
- 04/11/2012 - ANNUAL REPORT
- 03/14/2011 - ANNUAL REPORT
- 03/03/2010 - ANNUAL REPORT
- 01/21/2009 - REINSTATEMENT
- 01/04/2007 - ANNUAL REPORT
- 08/15/2006 - Florida Limited Liability
LEE COUNTY PORT AUTHORITY

STANDARD SERVICE PROVIDER AGREEMENT

RFB 20-09LKD

MULCH DELIVERY AND INSTALLATION

THIS 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 TCI SOD & LANDSCAPING, LLC, a Florida Limited Liability Company, ("PROVIDER"), at 3507 Lee Boulevard, Ste. 212, Lehigh Acres, FL 33971, Federal Identification Number 13-4340359.

WITNESSETH

WHEREAS, the Authority desires to obtain products and/or services from Provider as described below for the Southwest Florida International Airport/Page Field Airport in Fort Myers, Florida; and,

WHEREAS, the Provider has reviewed the products and/or services required under this Agreement and has submitted a bid or quote agreeing to provide the requested products or services, and states that it is qualified, willing and able to provide and perform all such services and provide any products required according to the provisions, conditions and terms below and in accord with all governing federal, state and local laws and regulations; and,

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

WHEREAS, the Provider has been selected to provide the products and/or services described below as the result of a competitive selection process by Authority in accord with any applicable Florida Statutes and the Authority's Purchasing Policy, as approved by the Authority's Board of Port Commissioners.

NOW, THEREFORE, in consideration of the foregoing and the mutual consideration described below, the parties agree as follows:
1.0 RECITALS

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

2.0 SCOPE OF SERVICES

Provider hereby agrees to provide the products and/or perform the services set out in Exhibit "A", entitled "Scope of Services", which is attached and made a part of this Agreement.

No services or product deliveries may commence until Authority issues a purchase order, unless otherwise set out in the Scope of Services.

3.0 REQUEST FOR BIDS AND PROVIDER'S BID – INCORPORATION BY REFERENCE

The terms of the Request for Bids, and Provider’s Bid received in response to that Request, including any supplementary representations from Provider to Authority during the selection process, are hereby merged into and incorporated by reference as part of this Agreement. If there are any conflicts between the terms of the Request for Bids and this Agreement, or the Provider’s Bid and this Agreement, the terms of this Agreement will control. The parties acknowledge that the Authority has relied on Provider’s representations and the information contained in Provider’s Bid and that those representations and this information has resulted in the selection of Provider to provide products or perform services under this Agreement.

4.0 TERM OF AGREEMENT

The term of this Agreement begins on the first date written above and will continue for three (3) years. The Authority will have the option to extend the term of this Agreement, upon the same terms and conditions, including prices, for two (2) additional one (1) year terms. Authority may exercise each option by giving Provider notice of its intent to renew at least thirty (30) days prior to expiration of the current term or any extended term.

5.0 LICENSES

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

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

7.0 STANDARDS OF SERVICE

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

8.0 COMPENSATION AND METHOD OF PAYMENT

8.1 The Authority shall pay the Provider for all requested and authorized products provided or services completed in accordance with the terms of this Agreement based on the compensation schedule set forth in Exhibit "B," which is attached hereto and made a part of this Agreement, based upon Provider's monthly invoice, as described in this Section.

8.2 METHOD OF PAYMENT

(a) MONTHLY STATEMENTS - The Provider shall be entitled to submit no more than one invoice to the Authority for each calendar month. The monthly invoice shall cover goods provided and services rendered and completed during the preceding calendar month. The Provider shall submit the invoices to the Authority's Finance Department. The Provider's invoice(s) shall be itemized to correspond to the basis of compensation as set forth in this Agreement. Invoices shall include an itemized description of the project, and a description of the products and services provided. Failure by the Provider to follow these instructions shall result in an unavoidable delay of payment by the Authority.

(b) PAYMENT SCHEDULE - The Authority shall issue payment to the Provider within thirty (30) calendar days after acceptance of the products or services and receipt of an invoice from the Provider that is in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the Authority object or take exception to the amount of any Provider's invoice, the Authority shall notify the Provider of such objection or exception within thirty (30) days. If such objection or exception remains unresolved at the end of the thirty (30) day period, the Authority shall withhold the disputed amount and make payment to the Provider of all amounts not in dispute. Payment of any disputed
amount will be resolved by the mutual agreement of the parties to this Agreement.

9.0 APPROPRIATIONS

All funds for payment by the Authority under this Agreement are subject to the availability of an annual appropriation for this purpose. In the event of non-appropriation of funds by the Authority for the services provided under this Agreement, the Authority will terminate this Agreement, without termination charge or other liability, on the last day of the then-current year or the date the goods or services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Provider on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the Authority shall not be obligated under this Agreement beyond the date of termination.

10.0 FAILURE TO PERFORM

Should the Provider fail to commence, provide, perform and/or complete any of the services and work required under this Agreement in a timely and diligent manner, the Authority may consider such failure as cause to terminate this Agreement. As an alternative to termination, the Authority may, at its option, withhold any or all payments due and owing to the Provider, not to exceed the amount of the compensation for the work in dispute, until such time as the Provider resumes performance of its obligations in accordance with the time and schedule of performance requirements set forth in this Agreement.

11.0 INDEMNIFICATION AND HOLD HARMLESS

The Provider agrees to be liable for, and shall indemnify, defend and hold harmless Lee County and Authority and their respective commissioners, officers, employees and agents, from and against any and all claims, liabilities, suits, judgments for damages, losses and expenses, including but not limited to court costs, expert witness and professional consultation services, and reasonable attorneys’ fees arising out of or resulting from the Provider’s services or provision of products under this Agreement, or Provider’s errors, omissions, negligence, recklessness, or the intentional misconduct of Provider or any agent, employee or other person employed or used by Provider in performance of services under this Agreement regardless of whether or not caused by a party indemnified hereunder.

12.0 AUTHORITY’S REPRESENTATIVE

The Maintenance Director shall administer this Agreement for Authority.

13.0 PUBLIC RECORDS

Provider acknowledges that any information concerning its services may be exempt from disclosure under the Florida Public Records Law as follows:
(1) **Airport Security Plans** - The Southwest Florida International Airport security plan, and other critical operational materials designated by the Authority, are exempt from disclosure as public records under Section 331.22, Florida Statutes (2001).

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

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

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

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

Provider agrees not to divulge, furnish or make available to any third person, firm or organization, without Authority's prior written consent, or unless incidental to the proper performance of Provider's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any confidential or exempt information concerning the services to be rendered by Provider hereunder. Provider shall require all of its employees, agents, subcontractors to comply with the provisions of this Article.

**14.0 PROVIDER'S OBLIGATION**

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

1) Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services required under this Agreement;

2) Upon request from the Authority, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a
reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

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

4) Meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of Provider upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology system of the Authority.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-590-4504, 11000 TERMINAL ACCESS ROAD, SUITE 8671, FORT MYERS, FLORIDA 33913, publicrecords@flylcpa.com; http://www.flylcpa/public records.

5) The Provider is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Provider is not an employee, agent or servant of the Authority and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all time, and in all places, be subject to the Provider's sole discretion, supervision and control. The Provider shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Provider's relationship and the relationship of its employees to the Provider shall be that of an independent contractor and not as employees of the Authority. The Provider shall be solely responsible for providing benefits and insurance to its employees.

15.0 AIRPORT SECURITY REQUIREMENTS

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

Provider therefore agrees, in addition to the other indemnification and assumption of liability provisions set out above, to indemnify and hold harmless the Authority and Lee County, Florida, and their respective commissioners, officers and employees, from any duty to pay any fine or assessment or to satisfy any punitive measure imposed on the Authority or Lee County, Florida by the FAA or any other governmental agency for breaches of security rules and regulations by Provider, its agents, employees, subcontractors, or invitees.
Provider further acknowledges that its employees and agents may be required to undergo background checks and take Airport Security and Access Procedures ("S.I.D.A.") training before receiving an Airport Security Identification Badge.

Immediately upon the completion of any work requiring airport security access under this Agreement, or upon the resignation or dismissal or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the Provider, Provider shall notify the Airports Police Department that the Provider’s access authorization or that of any of Provider's agents, employees, subcontractors, or invitees has changed. Provider will confirm that notice, by written confirmation on company letterhead, within twenty-four (24) hours of providing initial notice to the Airport's Police Department.

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

16.0 INSURANCE

During the term of this Agreement, Provider shall provide, pay for, and maintain, with companies satisfactory to Authority, the types of insurance described herein. Promptly after execution of this Agreement by both parties, the Provider must obtain insurance coverages and limits required as set out below. Provider further agrees to provide Authority's Risk Manager with advance written notice of any cancellation, intent not to renew, material change or alteration, or reduction in the policies' coverages, except in the application of the Aggregate Limits provision of any policy. In the event of a reduction in the Aggregate Limit of any policy, Provider shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. If there is a cancellation, Provider agrees to obtain replacement coverage as soon as possible. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida.

The Authority reserves the right to reject insurance written by an insurer it deems unacceptable because of poor financial condition or other operational deficiency. All insurance must be placed with insurers with an A.M. Best Rating of not less than A-VIII. Regardless of this requirement, Authority in no way warrants that the required minimum insurer rating is sufficient to protect the Provider from potential insurer insolvency.

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

All of Provider's insurance coverages shall be primary and non-contributory to any insurance or self-insurance program carried by Authority and applicable to work under this Agreement and shall include a waiver of subrogation in favor of Authority.

No work shall commence, or any products be provided, under this Agreement unless and until the required Certificates of Insurance are received and approved by Authority.

16.1. INSURANCE REQUIRED

Before starting and until acceptance of the work or products by Authority, Provider shall procure and maintain insurance of the types and to the limits specified in paragraphs 16.2.1 through 16.2.3, below. All liability insurance policies obtained by Provider to meet the requirements of this Agreement, other than Worker's Compensation and Employer's Liability and Professional Liability policies, shall name Authority as an additional insured as to the operations of Provider under this Agreement and shall contain the severability of interests provisions.

16.2. COVERAGES

The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) forms and endorsements or broader where applicable:

16.2.1. Commercial General Liability Insurance shall be maintained by Provider. Coverage shall also include, but not be limited to, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations, and Personal Injury Coverages. If Provider provides any construction work, it must also include Products & Completed Operations, with the Completed Operations Coverage maintained for any project under this Agreement and then for not less than five (5) years following completion and acceptance of the work by Authority. Limits of coverage shall not be less than the following for Bodily Injury, Property Damage and Personal Injury Combined Single Limits:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

If the General Liability insurance required herein is issued or renewed on a "claims made" form, as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of any services under this Agreement and shall provide that in the event of cancellation or nonrenewal the discovery period for insurance claims (Tail Coverage) shall be unlimited.
16.2.2. **Automobile Liability Insurance** shall be maintained by Provider as to ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles with limits of not less than:

- Bodily Injury and Property Damage Liability $1,000,000 Combined Single Limit

Any work Airside at either airport will require a minimum of $5,000,000 Business Automobile Liability Coverage.

16.2.3. **Worker's Compensation and Employers Liability Insurance** shall be maintained by Provider during the term of this Agreement for all employees engaged in the work under this Agreement, in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than:

<table>
<thead>
<tr>
<th>Worker's Compensation</th>
<th>Florida Statutory Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employer's Liability</td>
<td></td>
</tr>
<tr>
<td>Each Accident</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

The insurance company shall waive its Rights of Subrogation against Authority.

16.2.4. **Certificates of Insurance** - Provider must use Authority's Certificate of Insurance attached as Exhibit "C" or a similar form acceptable to Authority's Risk Manager to verify coverages. The Certificate of Insurance must be completed on a "sample only" basis by Provider's insurance representatives and must be submitted for Authority's review as to acceptability. Upon acceptance, the Certificates must be signed by an Authorized Representative of the insurance company/companies shown on the Certificates with proof that he or she is an authorized representative thereof. In addition, copies of all insurance policies shall be provided to Authority, on a timely basis, if requested by Authority. If any insurance provided under this Agreement will expire prior to the completion of the work, renewal Certificates of Insurance on an acceptable form and copies of the renewal policies, if requested by Authority, shall be furnished to Authority thirty (30) days prior to the date of expiration.

16.2.5. **Failure to Maintain Insurance** - Should at any time Provider not maintain the insurance coverages required by this Agreement, Authority may cancel the Agreement or at its sole discretion is authorized to purchase such coverages and charge Provider for such coverages purchased. Authority shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Authority to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.

17.0 **ASSIGNMENT, TRANSFER AND SUBCONTRACTS**

The Provider shall not assign or transfer any of its rights, benefits or obligations hereunder without prior written approval of the Authority. The Provider shall have the
right, subject to the Authority's prior written approval, to employ other persons and/or firms to serve as subcontractors to Provider for the Provider's performance of services and work under this Agreement.

18.0 PROVIDER AN INDEPENDENT CONTRACTOR

The Provider is an independent contractor and is not an employee or agent of the Authority. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the Authority and the Provider, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. Nor shall anything contained herein be deemed to give any such party a right of action against Authority beyond such right as might otherwise exist without regard to this Agreement.

19.0 F.A.A. NON-DISCRIMINATION CLAUSE

The Provider, for itself, its successors in interest, and assigns, as part of the consideration hereof, agrees that it shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Provider shall carry out applicable requirements of 49 CFR Part 23 and Part 26 in the award and administration of DOT-assisted contracts. Failure by the Provider to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Port Authority deems appropriate.

20.0 NOTICE REGARDING PUBLIC ENTITY CRIMES

Section 287.133(3)(a) (1995) requires the Authority to notify Bidder/Lessee/Tenant of the provisions of Section 287.133(2)(a) F.S.

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

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

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

All documents such as art work, layouts and copy in draft or final form, photographs, mailing lists, printed materials, computer programs, memoranda, research notes, evaluations, reports and other records and data relating to the services specifically prepared or developed by the Provider under this Agreement shall be the property of the Provider, until the Provider has been paid for performing the services and work required to produce such documents.

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

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

22.0 MAINTENANCE OF RECORDS

The Provider will keep and maintain adequate records and supporting documentation concerning the procurement and applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the Provider for a minimum of five (5) years from the date final payment has been made or termination of this Agreement, or for such period as required by law.

The Authority, the FAA, the Comptroller General of the United States and their authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement, and during the period set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the Provider.

23.0 NO THIRD PARTY BENEFICIARIES

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

24.0 GOVERNING LAW

This Agreement shall be interpreted, construed and governed by the laws of the State of Florida. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement shall be brought either in the Florida state courts in Lee County, Florida, or in the United States Federal District Court for the
Middle District of Florida, Fort Myers Division. The prevailing party in any such suit or action shall be entitled to recover their reasonable attorneys' fees and court costs.

25.0 **PROHIBITED INTERESTS**

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

26.0 **LOBBYING CERTIFICATION**

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

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

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

27.0 **COVENANTS AGAINST DISCRIMINATION**

27.1 **DBE POLICY.** It is the policy of the Department of Transportation (the "DOT") that Disadvantaged Business Enterprises ("DBE's") as defined in 49 CFR Part 23 and Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Part 26 apply to this Agreement. The Provider agrees to ensure that DBE's as defined in 49 CFR Part 23 and Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Provider shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 and Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts.
27.2 PROMPT PAYMENT REQUIREMENTS. Authority has adopted a DBE Program in compliance with 49 CFR Part 26, therefore, the following requirement will apply to all contracts funded, either wholly or in-part, with DOT financial assistance:

Provider agrees to pay each subconsultant under this contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment Provider receives from Authority. Provider agrees further to return any retainage payments to each subconsultant within thirty (30) days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment beyond these time limits may occur only for good cause following written approval of the delay by Authority. This clause applies to both DBE and non-DBE subconsultants.

27.3 INCORPORATION OF PROVISIONS. Provider shall include the provisions of paragraphs 27.1 through 27.2 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Provider shall take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Provider may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Provider may request the United States to enter into such litigation to protect the interests of the United States.

28.0 NONDISCRIMINATION CLAUSE

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

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

The Contractor agrees to comply with pertinent statute, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

30.0 E-VERIFY CLAUSE

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

30.1. All persons employed by Provider during the term of this Agreement
30.2. All persons, including contractors and subcontractors, assigned by the Provider to perform work or provide services under the Agreement.

Provider further agrees that it will require each contractor or subcontractor performing work or providing services under this Agreement to enroll in and use the U.S. Department of Homeland Security's E-Verify Program for Employment Verification to verify the employment eligibility of all persons employed by the contractor or subcontractor during the term of this Agreement.

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

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

31.0 HEADINGS

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

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

33.0 NOTICES AND ADDRESS

33.1 All notices required and/or made pursuant to this Agreement to be given by either party to the other shall be in writing and shall be delivered by hand or by United States Postal Service, first class mail service, postage prepaid, and addressed to the following addresses of record:

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

TCI Sod & Landscaping, LLC
3507 Lee Boulevard, Ste. 212
Lehigh Acres, FL 33971
Attention: Enrique Acevedo, Vice President

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

34.0 TERMINATION

This Agreement may be terminated by the Authority at its convenience, or due to the fault of the Provider, by giving thirty (30) calendar days written notice to the Provider.

35.0 TERMINATION UNDER SECTION 287.135, F.S.

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

36.0 WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.
37.0 SECURING AGREEMENT DISCLOSURE

The Provider warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any person or company to secure this Agreement, other than a bonafide employee of Provider.

38.0 AMENDMENTS OR MODIFICATIONS

The terms of this Agreement may be amended, in writing, by the Agreement of both parties. Any modifications to the terms of this Agreement will only be valid when issued in writing as a properly executed Amendment to the Agreement and signed by both parties.

39.0 ACCEPTANCE

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

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

ATTEST: LINDA DOGGETT
Clerk of the Circuit Court

BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA

By: ____________________________
Deputy Clerk

By: ____________________________
Chair or Vice Chair

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

By: ____________________________
Port Authority Attorney's Office
Signed, Sealed and Delivered
in the presence of:

Melissa Rogers
Witness

Enrique Acevedo
Authorized Signature for Provider

Title
EXHIBIT “A”

SCOPE OF SERVICES

Provider shall deliver and install premium fade resistant mulch materials, such as bark, mulch, and pine needle bales, meeting the industry accepted product standards as defined by the Mulch & Soil Council (MSC), to various locations at the Southwest Florida International Airport (RSW) and Page Field Airport (FMY) as requested by the Authority.

Service Locations

The primary location addresses are as follows:

Southwest Florida International Airport  
1000 Terminal Access Road  
Fort Myers, FL  33913

Page Field Airport  
5200 Captain Channing Page Drive  
Fort Myers, FL  33907

Responsibilities

The Provider shall be responsible for the following:

1) Furnish all labor, materials, necessary equipment and incidentals needed for the delivery and installation of premium fade resistant mulch.

2) Begin work within fourteen (14) calendar days from the issue date of the purchase order. All work must be completed within thirty (30) calendar days of the date stated in the purchase order unless otherwise stated in the purchase order.

3) All mulch will be delivered in bags clearly marked with the cubic foot of the bag contents.

4) All landscape installation and maintenance activities shall be performed in accordance with Florida Department of Transportation (FDOT) Temporary Traffic Control (formerly Maintenance of Traffic) and OSHA Regulations.

5) All work and materials furnished and installed shall be of the best quality and workmanship and to the satisfaction of the Authority. Mulch samples must be provided prior to mulch installation upon request by the Authority. The Authority reserves the right to reject any material not meeting quality standards.

6) Prior to installation, all loose debris, rocks, and sticks must be removed and properly disposed of by Provider at no additional cost to the Authority.
7) Provider must repair any damage done by their employees in the performance of this work at no additional cost to the Authority.

The Authority shall be responsible for the following:

1) Authority staff will define the installation schedule and quantity of mulch to be installed.

2) Providing a purchase order describing the following information: site location, material to be used, minimum depth of mulch material, and number of days to complete the task.

3) Upon notification of completion of work by the Provider, the Authority Site Manager or Supervisor will inspect the location for quality of workmanship and material. It shall be the Provider's responsibility to complete the task or correction as directed at no additional cost to the Authority.
EXHIBIT "B"

COMPENSATION SCHEDULE

MULCH DELIVERY AND INSTALLATION

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

*All prices are All-inclusive Prices by Cubic Feet supplied in bags.

<table>
<thead>
<tr>
<th>Product</th>
<th>1 - 249 CF</th>
<th>250 - 999 CF</th>
<th>1000 - 1999 CF</th>
<th>&amp; above</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pine Bark</td>
<td>$1.66</td>
<td>$1.58</td>
<td>$1.50</td>
<td>$1.42</td>
</tr>
<tr>
<td><strong>Optional Items:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black Mulch</td>
<td>$1.58</td>
<td>$1.50</td>
<td>$1.42</td>
<td>$1.34</td>
</tr>
<tr>
<td>Red Mulch</td>
<td>$1.33</td>
<td>$1.25</td>
<td>$1.17</td>
<td>$1.09</td>
</tr>
<tr>
<td>Gold Mulch</td>
<td>$1.25</td>
<td>$1.17</td>
<td>$1.09</td>
<td>$1.01</td>
</tr>
<tr>
<td>Pine Needle Bale</td>
<td>$6.00</td>
<td>$5.75</td>
<td>$5.50</td>
<td>$5.25</td>
</tr>
</tbody>
</table>

How pricing is determined: The department will provide the Provider a purchase order of the area(s) to be serviced. The Provider will provide an all-inclusive quote with the number of cubic feet necessary to complete the purchase order. The chart above will determine the price per cubic foot based on the task order CF total. Example: Area A 300 cf., Area B 200 cf., Area C 1000 cf., Total 1500 cf. * Column C (1000-1999 CF)=total quoted price for Task.

*Total cost per cubic foot, to include material, labor, delivery and installation of bagged mulch/bark.

** Total cost per bale, to include material, labor, delivery and installation of Pine Needle Bale.
EXHIBIT "C"
CERTIFICATE OF INSURANCE

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

<table>
<thead>
<tr>
<th>Name and Address of Agency</th>
<th>COMPANIES AFFORDING COVERAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>COMPANY LETTER A</td>
</tr>
<tr>
<td></td>
<td>COMPANY LETTER B</td>
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<td>COMPANY LETTER C</td>
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<td>COMPANY LETTER D</td>
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<tr>
<td></td>
<td>COMPANY LETTER E</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name and Address of Insured</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Company Letter</th>
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☐ Commercial General Liability
☐ Claim Made ☐ Occurrence
☐ Owners & Contractors
☐ Protective
☐ X.C.U. Coverage
☐ Broad Form Property Damage
☐ Independent Contractors

☐ Any Auto
☐ All owned Autos
☐ Scheduled Autos
☐ Hired Autos
☐ Non-Owned Autos

☐ Bodily Injury
☐ Bodily Injury (Each Person)
☐ Bodily Injury (Each Accident)
☐ Property Damage
☐ Bodily Injury and Property Damage Combined

☐ Bodily Injury and Property Damage Combined

☐ Umbrella Form
☐ Other than Umbrella Form
☐ Claims Made | Occurrence

☐ Statutory
☐ (Each Accident)
☐ (Disease—Policy Limit)
☐ (Disease—Each Employee)

☐ Contractual Liability Coverage

☐ The Certificate Holder has been named as an additional insured as respects the General, Automobile, and Excess Liability Policies described here:

☐ The General, Automobile, and Excess Liability Policies described provide the severability of interest (cross liability) provision applicable to the named insured and the Certificate Holder.

☐ Copy of the agents license, or other proof of representation, with each insurance company, named above must be attached to this certificate.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:

SPECIFIC PROJECT/LOCATION/VEHICLE/SPECIAL CONDITIONS:

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

Name and Address of Certificate Holder
Date Issued:
Authorized Representative:
Address:
Telephone #:
Please read carefully

Certificate of Insurance Explanation

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

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

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

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

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

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

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

Severability of Interests Provision

With respect to claims involving any Insured at interest hereunder, each such interest shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured. This agreement, however, shall not operate to increase the limits of the Insurance Company’s liability.
1. REQUESTED MOTION/PURPOSE: Request Board award RFB 20-39MLW Fire Alarm Testing & Inspections for Southwest Florida International Airport to Commercial Fire & Communications, the lowest, responsive, and responsible bidder and authorize Chairman to execute service provider agreement.

2. FUNDING SOURCE: Account WJ520041200.503190

3. TERM: Initial two-year term with one (1) optional two-year renewal.

4. WHAT ACTION ACCOMPLISHES: Establishes a service provider agreement for annual fire alarm inspection, testing, and repair services for a bid amount of $26,558 plus additional services as allowed.

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

9. REQUESTOR OF INFORMATION:
   (ALL REQUESTS)
   NAME: Gary Duncan
   DIV: Aviation

10. BACKGROUND:
    On May 4, 2020, Lee County Port Authority advertised RFB 20-39MLW entitled “Fire Alarm Testing & Inspections for Southwest Florida International Airport.” Advertisements were also placed on the LCPA website, aviation-related periodicals (Airports Council International-North America, Florida Airports Council, and Airport Minority Advisory Council), and IONWAVE. One hundred and ten (110) vendors were notified of the RFB, and six (6) companies requested and received the bid package. One (1) response was received by the deadline on June 4, 2020.

    Florida Building Code and National Fire Protection Association (NFPA) standards require annual testing and certification inspections on our fire alarm system at multiple locations throughout RSW, including the Terminal, Rent-A-Car building, the Chiller, ARFF, Airfield Maintenance, Vehicle Maintenance, the Training Center, as well as the Air Cargo building. This agreement allows for annual fire alarm testing & inspection and other associated services, including the repair of the system as needed. Annually, over 1,700 fire alarm system-related components are tested, including the main pull stations, duct detectors, heat detectors, horns, strobes, sirens, water flow sensors, and audio/visual alarms.

    Staff recommends the Board award the service provider agreement for Fire Alarm Testing & Inspections for Southwest Florida International Airport to Commercial Fire & Communications, the lowest, most responsive responsible bidder for the annual estimated bid amount of $26,558, plus additional services as allowed for an initial two year term with an optional two year renewal term.

11. RECOMMENDED APPROVAL

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) Bid Tabulation of RFB 20-39MLW
(2) RFB 20-39MLW
(3) Submittal Commercial Fire
(4) Service Provider Agreement
**Bid Opening Tabulation**

- **Bid Number:** 20-39MLW  
  **Bid Title:** FIRE ALARM TESTING & INSPECTIONS SOUTHWEST FLORIDA INTERNATIONAL AIRPORT  
- **Opening Date:** Thursday, June 04, 2020  
- **Opening Time:** 2:00 PM  
- **Opened By:** Melissa Wendel  
- **Title:** Procurement Manager  
- **Verified By:** Daniella Caputo, Carl Keene  
- **Attended Opening:** Daniella Caputo, Carl Keene

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**AWARD TO BE MADE AFTER STAFF RECOMMENDATION AND BOARD APPROVAL AT A LATER DATE**
REQUEST FOR BIDS (RFB) 20-39MLW
for
FIRE ALARM TESTING & INSPECTIONS
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

DATED: May 4, 2020

PURCHASING OFFICE DESIGNATED CONTACT
Megan L. Wilson, Procurement Agent
Telephone: (239) 590-4558
Email: mlwilson@flylcpa.com

PRE-BID MEETING
There is no Pre-Bid Meeting scheduled

INQUIRIES/CLARIFICATION REQUESTS DEADLINE
May 15, 2020, by 5:00 p.m. local time

ELECTRONIC BID SUBMISSION DUE DATE
June 4, 2020, by 2:00 p.m. local time

USE THIS LINK TO VIEW THE OPENING OF BIDS:
Goggle Meet -Meeting ID
meet.google.com/teo-ytve-vbr

Phone Number:
(U.S)+1.929-277-6086
PIN: 89236011#
Part A - INFORMATION FOR BIDDERS

A.01 PUBLIC RECEIVING AND OPENING OF BIDS
The Lee County Port Authority (hereafter referred to as “Authority”) is soliciting bids to perform fire alarm testing and inspection services for the Southwest Florida International Airport. Bids will be electronically unsealed and read publicly after the opening time and date published on the cover page of this Request for Bids. The Authority reserves the right to extend this date and time at the 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 bid opening through electronic means by using the link provided on the cover page of this Request for Bids.

A.02 SUBMISSION OF ELECTRONIC BIDS
The Authority is accepting electronic bid submittals to IonWave at www.flylcpa.ionwave.net 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.

Bids must be submitted prior to the deadline for submittal of bids, etc. Bidder is responsible for taking all necessary steps to ensure their bid is received by the due date and time. The Authority is not responsible for missing, lost or delayed bids.

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

A.03 DELAYS CAUSED BY TECHNOLOGICAL ISSUES
Electronic submission of sealed bids to IonWave prior to the end time stated on the front cover of this solicitation is solely and strictly the responsibility of the Bidder. The 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 INQUIRIES/CLARIFICATION
Except during a scheduled pre-bid meeting, the Authority will not respond to oral inquiries concerning this RFB. Each bidder shall examine all RFB documents and shall judge all matters relating their adequacy and accuracy. Any inquiries, suggestion, or requests concerning interpretation, clarification or additional information pertaining to this RFB must be made through the Purchasing Office. No interpretation of the meaning of the plans, specifications or any other portion of the solicitation documents will be binding if made to any bidder orally by the Authority or by any representative of the Authority. Bidders may submit written email inquiries regarding this RFB to the Purchasing Office contact indicated on the cover page. The deadline to submit to the Purchasing Office, in writing, all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this RFB can be located on the cover page of this RFB. The Authority may choose not to respond to inquiries received after inquiry/clarification deadline has passed.
A.05 **ADDENDA**
Interpretations, corrections or changes made by the Authority to this Request for Bids will be made by written addenda. It shall be the responsibility of the bidder, prior to submitting its 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 shall become part of the bid documents.

A.06 **DISTRIBUTION OF INFORMATION, RESULTS AND ADDENDA**
The Authority uses Ionwave Technologies at www.ionwave.net to distribute solicitation documents including addenda and bid results. Interested parties may register to receive this information free of charge by contacting Ionwave Support at 866-277-2645, or by registering at https://www.ionwave.net or by contacting the Purchasing Office.

A.07 **PRE-BID MEETING**
If indicated, a pre-bid meeting will be held at the location 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 and if a site visit is planned and 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. Bidders’ 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 RFB, 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 contact indicated on the cover page of this RFB 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.

Each bidder may, at bidder’s own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions at or contiguous to the project site(s) or otherwise which may affect cost, progress, performance or furnishing of the work and which bidder deems necessary to determine its bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of
the RFB documents. The Authority will provide each bidder access to the site(s) to conduct such explorations and tests.

Bidder shall fill all holes, clean up and restore the project site(s) to its former condition upon completion of such explorations. The lands upon which the work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by successful bidder in performing the work are identified in the RFB documents.

Prior to submitting a bid, each bidder must examine the project site(s) and all conditions thereon fully familiarizing themselves with the full scope of the work. Failure to become familiar with project site conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any work that is required to complete the project in accordance with the plans and specifications. Bidder shall acknowledge inspection of the project site(s) on his/her signed, submitted Bid Form.

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 remote 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 shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision binds the successful Bidder and its subcontractors from the bid solicitation period though 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 shall prevail. In the case of a disparity between the grand total bid price expressed numerically and that expressed in written words, the grand total price expressed in words as shown on the Bidder’s submission will govern.

Bidders must fill in all information requested on the bid forms. All blanks on the bid forms must be completed. Bids submitted on a form other than what is furnished herein, or bids submitted on the Authority’s bid form that is altered, 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 purchase agreement resulting from this RFB.

A.15 **TERMINATION FOR CONVENIENCE**

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

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.

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 disclosure under 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 shall be responsible for complying with the Florida sales and use tax law as it may apply. The amount(s) of compensation
set forth in the contract, or in any change orders authorized pursuant to the contract, shall be understood and agreed to include any and all Florida sales and use tax payment obligations required by Florida law of the successful Bidder and all subcontractors or 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 clarifications, require additional information and documentation from any bidder, or cancel this solicitation and solicit for new bids at any time prior to the execution of an agreement. If a single response is received by the deadline for receipt of bids, it may or may not be rejected by the Authority depending on available competition and current needs of the Authority. All such actions shall promote the best interest of the Authority.

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 Statues.

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 SHALL 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 providers when possible to foster the economic growth of the local community.

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

A.24 RIGHT TO PROTEST

Any Bidder affected adversely by an intended decision to award any bid shall 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 for inspection and/or copying at the Lee County Port Authority Purchasing Office, 11000 Terminal Access Road, Suite 8671, 3rd Floor, Fort Myers, Florida, 33913. Failure to follow the protest procedure requirements within the timeframe established by Lee County Port Authority constitutes a waiver of any protest and resulting claims.

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 shall 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, shall be satisfied. To the extent that they differ from those of the Authority, the cost principles of the grantor shall 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 BIDS**
After bids are opened or a selection has been determined, but before an agreement is signed, a bidder alleging a material mistake of fact may be permitted to withdraw their bid if:
1) The mistake is clearly evident; or
2) Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. Request to withdraw a bid must be in writing and approved by the Procurement Manager.

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, proposers shall certify by submission of the enclosed public entity crimes certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any state or federal entity, department or agency.

A.34 BID EVALUATION

Upon evaluation of all bids received, a Notice of Intent to Award may be made to the lowest, responsive, and responsible Bidder(s) whose bid(s) 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 any Bidder to provide the required goods and services in accord with the agreement and to the satisfaction of the Authority and within the time prescribed. The Authority may reject any bid if the evidence submitted by the Bidder, or an investigation of the qualifications and/or experience of the Bidder, fails to satisfy the Authority that such Bidder is sufficiently qualified or experienced to provide the goods or services required, or to carry out the obligations as required in this Request for Bids.

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

A.35 EXECUTION OF AGREEMENT

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

Upon receipt of the Service Provider Agreement executed by the successful Bidder, the Authority shall complete the execution of the awarded service provider agreement in accordance with local laws or ordinances, and return one fully executed original agreement, along with the bid bond, if applicable, to the Bidder. Delivery of the fully executed agreement to the Bidder shall constitute the Authority’s approval to be bound by the successful Bidder's bid and the terms of the service provider agreement.

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

A.36 PAYMENT

The accepted bid price for the scope of work to be provided will be paid to the successful Bidder after completion and acceptance of the work and upon receipt of the successful Bidder's invoice. All invoices shall include purchase order number or contract number, as applicable and shall be submitted to Lee County Finance Department, PO Box 2463, Fort Myers, Florida, 33902.

[END of PART A]
PART B  
SPECIAL INSTRUCTIONS AND REQUIREMENTS

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

B.01 MINIMUM QUALIFICATIONS
Bidders contracting in a corporate capacity must be registered to do business in the State of Florida evidenced through documentation from the Florida Department of State verifying that the entity is a Florida Corporation or other Florida legal business entity in good standing or is a foreign corporation which has registered and is authorized to do business in the State of Florida.

All responding bidders must be FASA licensed in the State of Florida and must have actively maintained that license for a minimum of two (2) years preceding the date set for the public opening. This documentation must be submitted with the bid.

B.02 BASIS OF AWARD
The award will be based on the lowest, responsive and responsible Bidder. The lowest bid will be based on the sum of the grand total of all bid line items. To be considered for award bidder is required to bid all bid line items.

The lowest, responsible bidder shall mean the bidder who makes the lowest bid to sell goods and/or services of a quality which meets or exceeds the quality of goods and/or services set forth in the RFB documents or otherwise required by the Authority.

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

To be a responsible bidder, the bidder shall have 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.

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. Information County deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be 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 Southwest Florida International Airport must qualify for and obtain airport-issued identification badges which must be worn at all times while within the AOA. Badges shall be worn on outer, uppermost garments so as to be clearly visible in order to distinguish, on site, employees assigned to a particular Provider. Badges shall be issued individually. Drivers of delivery or hauling vehicles will not require badges but must be under the escort of a properly badged employee.
B.04 BLANKET PURCHASE ORDER

Purchase orders will be issued pursuant to a blanket purchase order on an as needed, as funds permit, basis for the actual services that are required. Actual order(s) for materials and/or services listed on the bid form are either guaranteed or implied. The Authority may order some, none or all of the bid items depending on its needs, in the sole discretion of the Authority.

1. B.05 TERM

Any agreement awarded under this RFB will become effective on October 1, 2020. The term of the contract will be for two (2) years with an option reserved to the Authority to extend the term of the agreement for one (1) additional two (2) year renewal period by notifying the Provider in writing at least thirty (30) days in advance of the expiration date of the initial term or any extension term. Extension of the Agreement for the renewal periods will be upon the same terms and conditions, including prices, and shall be at the sole discretion of the Authority.

B.06 WARRANTY

The successful bidder must warrant that for a period of one year from the date of performance and final acceptance, all work, materials, and equipment furnished shall be guaranteed and warranted to be free from defects due either to faulty materials or equipment and poor workmanship.

During the warranty period the Authority may issue written notice requiring the successful bidder to repair or replace any defective materials, equipment or workmanship at its cost. From the date of the written notice, successful bidder shall repair or replace the defective materials, equipment or workmanship, at its sole expense, within thirty days. Alternatively, Authority may return the defective goods at successful bidder's expense, for a full refund. Exercise of either option shall not relieve successful bidder of any liability to Authority for damages sustained by virtue of successful bidder's breach of the warranty.

[END OF PART B]
PART C - SCOPE OF WORK

C.01 INTRODUCTION
The Authority is seeking bids from qualified bidders (hereinafter referred to as “Contractor”, to provide inspection, testing, and repair service for fire alarm and detection equipment located on Southwest Florida International Airport property in accordance with the terms, conditions, and scope of work contained in this Request for Bids.

The Authority has fire alarm systems at several buildings located on airport property. These systems require continuous twenty–four hour monitoring, annual inspections, and maintenance service. The Contractor will supply all material, labor, parts, supervision, tools, and transportation necessary to perform the services in accordance with the scope of work set forth herein, at the accepted prices bid.

C.02 PERFORMANCE
It is the intent of the Authority to obtain the services specified herein from a Contractor that will give prompt and convenient service. The successful Contractor must be able to perform in accordance with this Scope of Work. The Authority reserves the right to obtain products or services from any other sources in the event the Contractor is unable to perform on a timely basis.

C.03 SERVICE LOCATIONS
The following locations require fire alarm testing and inspection services. The fire protection equipment corresponding with each location is identified below.

1. **Main Terminal And Rent-A-Car Buildings**
   - **Address:** 11000 Terminal Access Road, Fort Myers, FL 33913
   - **Description of System:** Edwards
   - **Model Number:** EST-3

<table>
<thead>
<tr>
<th>Alarm Initiating Devices</th>
<th>Alarm Indicating Appliances</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Main Station</td>
<td>696 Strobes</td>
</tr>
<tr>
<td>0 ION Detectors</td>
<td>0 Chimes</td>
</tr>
<tr>
<td>110 Photo Detectors</td>
<td>0 Chime w/Strobe</td>
</tr>
<tr>
<td>150 Duct Detectors</td>
<td>0 Horn</td>
</tr>
<tr>
<td>32 Heat Detectors</td>
<td>0 Horn w/Strobe</td>
</tr>
<tr>
<td>0 Water Flow Switch</td>
<td>401 Other – Audio Visuals</td>
</tr>
<tr>
<td>0 Supervisory Switch</td>
<td></td>
</tr>
<tr>
<td>14 Other: Ansul Mon</td>
<td></td>
</tr>
</tbody>
</table>

2. **Chiller Building**
   - **Address:** 11000 Terminal Access Road, Fort Myers, FL 33913
   - **Description of System:** EST
   - **Model Number:** 3

<table>
<thead>
<tr>
<th>Alarm Initiating Devices</th>
<th>Alarm Indicating Appliances</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 Main Station</td>
<td>0 Bells</td>
</tr>
<tr>
<td>0 ION Detector’s</td>
<td>0 Chime</td>
</tr>
<tr>
<td>1 Photo Detectors</td>
<td>0 Chime w/Strobe</td>
</tr>
<tr>
<td>1 Duct Detector’s</td>
<td>0 Horn</td>
</tr>
<tr>
<td>0 Heat Detector’s</td>
<td>9 Horn w/Strobe</td>
</tr>
<tr>
<td>1 Water Flow Switch</td>
<td>0 Speaker</td>
</tr>
</tbody>
</table>
### 3. Fire House (ARFF)-
**Address:** 17211 Perimeter Road, Ft Myers, FL 33913  
**Description of System:** EST  
**Model Number:** 3

<table>
<thead>
<tr>
<th>Alarm Initiating Devices</th>
<th>Alarm Indicating Appliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 Main Station</td>
<td>28 Strobe</td>
</tr>
<tr>
<td>0 ION Detectors</td>
<td>0 Chime</td>
</tr>
<tr>
<td>44 Photo Detectors</td>
<td>0 Chime w/Strobe</td>
</tr>
<tr>
<td>3 Duct Detectors</td>
<td>0 Horn</td>
</tr>
<tr>
<td>4 Heat Detectors</td>
<td>30 Horn w/Strobe</td>
</tr>
<tr>
<td>1 Water Flow Switch</td>
<td>0 Other __________</td>
</tr>
<tr>
<td>2 Supervisory Switch</td>
<td>2 Other: Strobes</td>
</tr>
<tr>
<td>0 Other: ANSUL</td>
<td></td>
</tr>
</tbody>
</table>

### 4. Air Field Maintenance Building-
**Address:** 11901 Regional Lane, Ft Myers, FL 33913  
**Description of System:** Napco  
**Model Number:** MFA 6000

<table>
<thead>
<tr>
<th>Alarm Initiating Devices</th>
<th>Alarm Indicating Appliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 Main Station</td>
<td>2 Strobe</td>
</tr>
<tr>
<td>0 ION Detectors</td>
<td>0 Chime</td>
</tr>
<tr>
<td>19 Photo Detectors</td>
<td>0 Chime w/Strobe</td>
</tr>
<tr>
<td>4 Duct Detectors</td>
<td>0 Horn</td>
</tr>
<tr>
<td>10 Heat Detectors</td>
<td>7 Horn w/Strobe</td>
</tr>
<tr>
<td>0 Water Flow Switch</td>
<td>0 Other __________</td>
</tr>
<tr>
<td>0 Supervisory Switch</td>
<td>2 Other: Strobes</td>
</tr>
<tr>
<td>0 Other: ________________</td>
<td></td>
</tr>
</tbody>
</table>

### 5. Vehicle Maintenance Building-  
**Address:** 15910 Air Cargo Lane, Ft. Myers, FL 33913  
**Description of System:** EST  
**Model Number:** 3

<table>
<thead>
<tr>
<th>Alarm Initiating Devices</th>
<th>Alarm Indicating Appliances</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 Main Station</td>
<td>0 Bells</td>
</tr>
<tr>
<td>7 ION Detectors</td>
<td>0 Chime</td>
</tr>
<tr>
<td>0 Photo Detectors</td>
<td>0 Chime w/Strobe</td>
</tr>
<tr>
<td>6 Duct Detectors</td>
<td>0 Horn</td>
</tr>
<tr>
<td>3 Heat Detectors</td>
<td>13 Horn w/Strobe</td>
</tr>
<tr>
<td>3 Water Flow Switch</td>
<td>0 Speaker</td>
</tr>
<tr>
<td>6 Supervisory Switch</td>
<td>0 Speaker w/Strobe</td>
</tr>
<tr>
<td>0 Other: ________________</td>
<td>7 Other: Strobes</td>
</tr>
</tbody>
</table>
6. **Training Center**
   - **Address:** 15924 Air Cargo Lane, Ft. Myers, FL 33913
   - **Description of System:** EST  Model Number: 3

<table>
<thead>
<tr>
<th>Alarm Initiating Devices</th>
<th>Alarm Indicating Appliances</th>
</tr>
</thead>
<tbody>
<tr>
<td>7 Main Station</td>
<td>7 Strobes</td>
</tr>
<tr>
<td>0 ION Detectors</td>
<td>0 Chime</td>
</tr>
<tr>
<td>20 Photo Detectors</td>
<td>0 Chime w/Strobe</td>
</tr>
<tr>
<td>2 Duct Detectors</td>
<td>0 Horn</td>
</tr>
<tr>
<td>11 Heat Detectors</td>
<td>11 Horn w/Strobe</td>
</tr>
<tr>
<td>0 Water Flow Switch</td>
<td>0 Other:________</td>
</tr>
<tr>
<td>0 Supervisory Switch</td>
<td></td>
</tr>
</tbody>
</table>

7. **Air Cargo Building**
   - **Address:** 11850 Regional Lane, Ft Myers, FL 33913
   - **Description of System:** EST  Model Number: 3

<table>
<thead>
<tr>
<th>Alarm Initiating Devices</th>
<th>Alarm Indicating Appliances</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Main Station</td>
<td>0 Strobe</td>
</tr>
<tr>
<td>0 ION Detectors</td>
<td>0 Chime</td>
</tr>
<tr>
<td>0 Photo Detectors</td>
<td>0 Chime</td>
</tr>
<tr>
<td>0 Duct Detectors</td>
<td>0 Horn</td>
</tr>
<tr>
<td>1 Heat Detectors</td>
<td>1 Horn w/Strobe</td>
</tr>
<tr>
<td>1 Water Flow Switch</td>
<td>0 Other:________</td>
</tr>
<tr>
<td>1 Supervisory Switch</td>
<td></td>
</tr>
<tr>
<td>0 Other:________</td>
<td></td>
</tr>
</tbody>
</table>

The Authority reserves the right to add or delete locations as necessary. If the Authority needs to add a location it will request the Contractor provide a quote for the test and inspection of the additional location for the remaining term of the agreement. The quoted price is subject to Authority acceptance and must be in line with the accepted bid pricing of locations that have similar fire systems.

During the term of any Agreement, the Authority reserves the right to add or delete Alarm Systems and Alarm locations. For any additions, the Authority will first request Contractor provide a quote for the added system or location. Quote pricing must be substantially similar to the pricing for comparable systems or locations. If the Authority accepts the quote, the Contractor will provide service to the added system or location for the remaining term of the Agreement.

C.04 **ANNUAL TEST AND CERTIFICATION INSPECTION**

The Contractor will conduct an annual test and certification inspection of the alarm systems at each of the listed locations throughout the Southwest Florida International Airport in accordance with the following requirements:

- The annual test will be a 100% functional test of all devices and must be performed in accordance with National Fire Protection Association standards.
- Annual inspections must be performed in accordance with all applicable National Fire Protection Association (NFPA) standards.
- Contractor must ensure all panels are tagged to comply with Fire Marshall Standards.

- Upon test completion, the Contractor must provide a certification on standard NFPA forms to document the results of each test and certify the state of the system. The certification must be filled out completely for every location.

- At the completion of each inspection, the Contractor must provide a written estimate detailing any items in need of replacement or repair and the itemized cost of labor and materials necessary to complete the replacement or repair. All replacement parts must be compatible to the alarm system as per the alarm system manufacture. All replacement parts are to be installed in accordance with manufacture specifications.

- An NFPA 72 compliant inspection report must be provided for each annual inspection conducted and any time an inspection is requested or required by the Authority in order to ensure proper operation of equipment.

  It is the responsibility of the Contractor to examine all fire alarm equipment prior to submitting a bid. Contractor’s failure to consider existing problems, safety considerations, or other conditions unique to each location will not be basis for additional compensation.

C.05 PARTS AND MATERIALS

The Contractor shall advise the Authority of all replacement parts and materials that are found to be needed as a result of Contractor’s performance of the annual test and inspection. No repair work or purchase of parts will be commenced without authorization of the Authority.

- Replacement parts must be original factory parts meeting original manufacturer specifications.

- All parts and materials shall be new. The Contractor must provide all required parts and materials. For parts authorized by the Authority, reimbursement must be made to the Contractor for the cost of parts with no markup. A copy of the Contractor’s invoice(s) from its supplier for the parts and materials must be submitted with the Contractor’s invoice for payment.

- For components that may need replacement due to negligence on the Authority’s part or other unusual situations as determined by the Authority (not normal wear and tear), the Contractor may charge the Authority cost plus 10% markup. Contractor shall only supply materials that are authorized by the Authority. The Contractor will be responsible to bear the cost of any materials that are supplied without authorization from the Authority.

- The Authority reserves the option to purchase and furnish parts if the Authority determines that the prices submitted by the Contractor are not fair and reasonable.

- Contractor will maintain an in-house parts inventory for the equipment listed in this Request for Bids and equipment added during the term of the Agreement, if any.
C.06 MAINTENANCE AND SERVICE

- Contractor will provide all labor and parts required to ensure uninterrupted, continuous, and fully operational alarm systems at all locations listed throughout the term of the agreement. Authority will not pay additional for shop materials, tools, fuel, transportation, equipment and other incidentals required by the Contractor to fulfill the requirements of the agreement.

- Maintenance of the complete fire alarm systems includes, but is not limited to wire, wire connections, fuses, and other ancillary parts and components, as well all alarm panels, remote annunciate panels, tamper detector switches, flow detectors, smoke detectors/ceiling mounted-photoelectric, duct smoke detectors, pull stations, fire alarm speakers and strobes, heat detectors, carbon monoxide detectors, post indicator valves, and audio visual devices.

- The work consists of furnishing all material, labor, supervision, tools, parts, supplies and equipment necessary to provide full maintenance and service, including all inspections, adjustments, tests, parts or component replacement and repairs to keep the fire alarm systems in continuous use for their intended purpose.

C.07 WORKING HOURS & RESPONSE TIME

- Services will be performed between the hours of 8:00 P.M – 4:00 A.M. Monday through Friday.

- Travel time will not be paid. Time will start when the contractor arrives on site and when they leave. Time will be billed in thirty minute increments.

- Contractor shall coordinate a schedule with the Authority, subject to Authority approval, that indicates the exact time the inspection shall occur at each location. Inspections shall be performed in accordance with the approved schedule without delay and conducted continuously until completion. Schedules for repairs or replacements shall be performed as soon as they are approved by the Authority.

- Service response times during required normal work hours shall be as follows:
  
  Call before 12 noon- same day service
  Call after 12 noon – next day service

- Service vehicles should be fully stocked with basic materials and standard parts to reduce the response and service times by not returning to the shop.

- Contractor is required to be available to provide emergency service 24 hours a day, seven days a week. Emergency response is defined as arriving on site to perform work within one hour from the time Emergency services were requested by the Authority. The Contractor is required to provide the Authority with emergency contact information which will enable the Authority to reach a representative of the company who is able to dispatch service to the Authority and ensure services are provided within the hour. Payment for such emergency services shall be in accordance with the prices bid. For emergency services, hourly labor rates will be billed in hourly increments. Payment will be made for time spent on site working, not for travel time. Authorized FASA licensed personnel shall respond at the site as per the response time requirements shown above.
C.08 REGULATIONS

- Contractor must comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.

- Contractor must obtain, and keep current, all permits, licenses and certificates, or any approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules and regulations, which are necessary for the proper execution of the work specified herein. Upon request of the Authority, Contractor must provide copies of its license(s) registrations and/or permits. Permits must be displayed on the jobsite during the performance of the work.

- Contractor must immediately report any spillage or dumping of hazardous materials caused or made by it or its subcontractor(s) on Authority property to the Authority. Contractor shall be responsible for all cleanup and any related costs incurred for such incidents.

C.09 CONTRACTOR’S PERSONNEL

- Contractor’s personnel must be factory trained to work on the alarm system specified in this Request for Bids. Contractor is required to supply factory trained fire alarm personnel who are certified to work on alarm systems which include software and programming.

- Contractor should have back-up factory or regional technical support available to them if needed.

- Contractor’s personnel must provide all services in a professional manner at all times.

- Contractor must provide a qualified and competent person onsite with the ability to converse in English, to supervise the performance of the work and to understand and carry out instructions during the performance of the work. The supervisor is responsible to supervise the operations and shall have the authority to represent and act on behalf of the Contractor. It will be the Contractor’s responsibility and obligation to train its employees to be able to identify and understand all signs and notices in and/or around the work areas that relate to them or the services being performed by them. In addition, the Contractor must have someone in attendance at all times who can communicate instructions to all of its employees.

- Contractor shall maintain a drug-free workplace within the meaning of the Florida Drug-free Workplace Act and no employee shall be retained for work on Authority premises prior to such employee having tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing based upon reasonable suspicion of drug use. Drug testing is at the Contractor’s expense.

- Contractor must promptly remove any employee or employees that the Authority deems unsatisfactory and replace such personnel with employees satisfactory to the Authority. In no event shall Authority be responsible for monitoring or assessing the suitability of any employee or agent of the Contractor.

- Contractor shall be responsible for ensuring that all articles found by its employees on Authority premises are promptly turned over to the Authority.
• A valid driver license is required of all personnel operating motor vehicles or motorized equipment on roadways in or around the airport property. Each of the Contractor's motor vehicles appearing on Authority premises must have the Contractor's business name and/or logo prominently displayed on the vehicle.

• Contractor's employees must wear neat and clean clothing and proper footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.

[END OF PART C]
PART D

INSURANCE, INDEMNIFICATION AND BOND REQUIREMENTS

All bidders should furnish proof of acceptable insurance. A copy of the bidders’ 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 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.

D.01 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.

D.02 Additional Insured

The Authority shall be named as an additional insured on all policies except for workers’ compensation. The policy shall be endorsed to include the following language “The Lee County Port Authority, its officers, officials and employees, are to be covered as an additional insured with respect to liability arising out of the “work” or operations performed by or on behalf of the insured, including materials, parts or equipment furnished in connection with such Work or Operations.”

D.03 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.

D.04 Waiver of Subrogation

Insurance will be primary and noncontributory and shall include a Waiver of Subrogation by both the successful bidder 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.
D.05 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 shall furnish a certificate of insurance using an ACORD form and containing the solicitation number with the 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 shall be duly licensed to provide coverage and honor claims within Florida. Send the certificate of insurance with 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.

D.06 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.

D.07 Change in coverage
The successful bidder 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 shall be sent directly to the Lee County Port Authority Risk Manager, 11000 Terminal Access Road, Suite 8671, Fort 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.

D.08 Subcontractor's requirement
The successful bidder must ensure that its agents, representatives, and subcontractors comply with the insurance requirements set forth herein.

D.09 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 shall be interpreted as a waiver of the Authority's rights, including the limitation of waiver of immunity, as set forth in Florida Statutes Section 768.28, or any other statutes, and the Authority expressly reserves these rights to the fullest extent allowed by law.

D.10 Indemnification, General Liability & Patent or Copyright
The successful bidder shall indemnify, hold harmless, and defend Lee County, Lee County Port Authority and their respective Boards of Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, claims, damages, demands, expenses, or actions, either at law or in equity, 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 bidder, or anyone performing any act required of the bidder in connection with performance of any contract awarded pursuant to this Request for Bids.
These obligations shall 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, scope of work, minimum requirements and insurance. 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 the services requested in this bid. I agree to hold pricing for at least 150 calendar days to allow the Authority time to properly evaluate this bid. I agree that the Authority terms and conditions (http://www.flylcpa.com/purchasing/) herein shall take precedence over any conflicting terms and conditions submitted with the bid and agree to abide by all conditions of this document.

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

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

NAME OF BUSINESS ___________________________________________  MAILING ADDRESS ___________________________________________

AUTHORIZED SIGNATURE ______________________________________ CITY, STATE & ZIP CODE ______________________________________

NAME, TITLE, TYPED ______________________________________ TELEPHONE NUMBER / FAX NUMBER ____________________________

FEDERAL IDENTIFICATION # __________________________________ EMAIL ADDRESS ______________________________________________

State of: ___________________________ County of: ___________________________

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

________________________________________  Serial/Commission No.
Signature of Notary
ELECTRONIC BIDS ARE DUE ON: **THURSDAY, JUNE 04, 2020 PRIOR TO 2:00 P.M. LOCAL TIME**

The undersigned, hereinafter called "bidder," having become familiar with the local conditions, nature, and extent of the work, and having examined carefully the bid solicitation documents, including but not limited to, Information to Bidders, Special Instructions, Minimum Requirements, Scope of Work, Insurance, 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 provide:

**FIRE ALARM INSPECTION & TESTING AT THE SOUTHWEST FLORIDA INTERNATIONAL AIRPORT**

in full accordance with the solicitation and contract documents and all other documents related thereto on file in the Purchasing Office and, if awarded an agreement, to perform services in accordance with the following bid schedule:

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Inspection &amp; Testing Location</th>
<th>Price per Each</th>
<th>Unit of Measure</th>
<th>Estimated Annual Quantity</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Main Terminal &amp; Rent-A-Car Buildings</td>
<td>$</td>
<td>Per Service</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Chiller Building</td>
<td>$</td>
<td>Per Service</td>
<td>1</td>
<td></td>
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<tr>
<td>3.</td>
<td>Fire House (ARFF)</td>
<td>$</td>
<td>Per Service</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Air Field Maintenance Bldg.</td>
<td>$</td>
<td>Per Service</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Vehicle Maintenance Bldg.</td>
<td>$</td>
<td>Per Service</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Training Center</td>
<td>$</td>
<td>Per Service</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Air Cargo Building</td>
<td>$</td>
<td>Per Service</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Labor Rate, Service Calls – Routine Maintenance &amp; Installation of replacement parts</td>
<td>$</td>
<td>Per Hour</td>
<td>100</td>
<td></td>
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<td>9.</td>
<td>Labor Rate, Service Calls – Emergency Service Monday through Friday 5pm – 8am</td>
<td>$</td>
<td>Per Hour</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Labor Rate, Service Calls – Emergency Service All Other Hours including Holidays &amp; Weekends</td>
<td>$</td>
<td>Per Hour</td>
<td>10</td>
<td></td>
</tr>
</tbody>
</table>

**GRAND TOTAL ITEMS 1-10**

$
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: ______________________________

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

_____________________________  _______________________
Signature of Notary                  Serial/Commission No.

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: ____________________________________________

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† OR 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: ______________________________

This foregoing instrument was acknowledged before me ________________ day of
____________________, 20___, by ____________________________, who is personally known to
me or produced ________________________________ as identification.

Signature of Notary ___________________________ 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: _______________________________
This foregoing instrument was acknowledged before me this ______________________ day of
___________________________, 20__, by ____________________________, who is personally known to
me or produced ______________________________ as identification.

_______________________________________  Serial/Commission No.
Signature of Notary

[Remainder of page intentionally left blank]
NO BID SUBMISSION.

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
__________________ Scope of Services/Specifications are:

<table>
<thead>
<tr>
<th>not applicable</th>
<th>too rigid</th>
<th>too vague</th>
</tr>
</thead>
<tbody>
<tr>
<td>not clearly understood</td>
<td>Insufficient time allowed for preparation</td>
<td></td>
</tr>
</tbody>
</table>

__________________ 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: ________________________
Southwest Florida International Airport

Fire Alarm Testing and Inspections: (RFB) 20-39MLW

*CFC is pleased to present you with the following proposal packet for the fire alarm system retrofit, yearly monitoring and service contract for Southwest Florida International Airport at 11000 Terminal Access Rd., Suite 8671, Fort Myers, Florida 33913.*

Page 2: CFC Contact List
Page 3-10: Bid Documents/Forms
Page 11: Certificate of Insurance
Page 12: W-9
Page 13: Local Business Tax Receipt
Page 14: License Holder’s EF License
Page 15: EST Partner Agreement
Page 16: EST Sole Source Letter
Page 17-25: FASA/BASA Certificates
CFC Contact List

Sales: Brian Fitzsimmons 239-887-3534 (Direct Office Line)
Brian.Fitzsimmons@cfcsystems.com

Service Manager: Robert Estep 239-896-6367 (Cell)
Roberte@cfcsystems.com

Branch Manager: Gregory Emerson 239-825-2546 (Cell)
Gregorye@cfcsystems.com

Project Manager: Luke Bousa 239-410-9700 (Cell)
lukeb@cfcsystems.com

For afterhours emergency service, please call our main office number at (239-887-3534) and you will be connected to the emergency on call technician directly. For any questions regarding service and/or billing, please call Robert Estep or Gregory Emerson at (239-887-3534).
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, scope of work, minimum requirements and insurance. 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 __________.

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

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

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

Commercial Fire and Communications

NAME OF BUSINESS

Michael Mariani, President

NAME, TITLE, TYPED

59-2021844

FEDERAL IDENTIFICATION #

State of: Florida

County of: Pinellas

This foregoing instrument was acknowledged before me this 24th day of June 2020 by Michael Mariani, who is personally known to me or produced as identification.

Signature of Notary

Serial/Commission No.

17251 Alico Center Rd., Ste. 3

MAILING ADDRESS

Fort Myers, FL 33967

CITY, STATE & ZIP CODE

239-887-3534/239-887-3542

TELEPHONE NUMBER / FAX NUMBER

Brian.Fitzsimmons@cfcsystems.com

EMAIL ADDRESS
The undersigned, hereinafter called "bidder," having become familiar with the local conditions, nature, and extent of the work, and having examined carefully the bid solicitation documents, including but not limited to, Information to Bidders, Special Instructions, Minimum Requirements, Scope of Work, Insurance, 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 provide:

**FIRE ALARM INSPECTION & TESTING AT THE SOUTHWEST FLORIDA INTERNATIONAL AIRPORT**

in full accordance with the solicitation and contract documents and all other documents related thereto on file in the Purchasing Office and, if awarded an agreement, to perform services in accordance with the following bid schedule:

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Inspection &amp; Testing Location</th>
<th>Price per Each</th>
<th>Unit of Measure</th>
<th>Estimated Annual Quantity</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Main Terminal &amp; Rent-A-Car Buildings</td>
<td>$13,500.00</td>
<td>Per Service</td>
<td>1</td>
<td>$13,500.00</td>
</tr>
<tr>
<td>2.</td>
<td>Chiller Building</td>
<td>$170.00</td>
<td>Per Service</td>
<td>1</td>
<td>170.00</td>
</tr>
<tr>
<td>3.</td>
<td>Fire House (ARFF)</td>
<td>$745.00</td>
<td>Per Service</td>
<td>1</td>
<td>745.00</td>
</tr>
<tr>
<td>4.</td>
<td>Air Field Maintenance Bldg.</td>
<td>$475.00</td>
<td>Per Service</td>
<td>1</td>
<td>475.00</td>
</tr>
<tr>
<td>5.</td>
<td>Vehicle Maintenance Bldg.</td>
<td>$425.00</td>
<td>Per Service</td>
<td>1</td>
<td>425.00</td>
</tr>
<tr>
<td>6.</td>
<td>Training Center</td>
<td>$330.00</td>
<td>Per Service</td>
<td>1</td>
<td>330.00</td>
</tr>
<tr>
<td>7.</td>
<td>Air Cargo Building</td>
<td>$113.00</td>
<td>Per Service</td>
<td>1</td>
<td>113.00</td>
</tr>
<tr>
<td>8.</td>
<td>Labor Rate, Service Calls - Routine Maintenance &amp; Installation of replacement parts</td>
<td>$80.00</td>
<td>Per Hour</td>
<td>100</td>
<td>$8,000.00</td>
</tr>
<tr>
<td>9.</td>
<td>Labor Rate, Service Calls - Emergency Service Monday through Friday 5pm - 8am</td>
<td>$120.00</td>
<td>Per Hour</td>
<td>10</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>10.</td>
<td>Labor Rate, Service Calls - Emergency Service All Other Hours including Holidays &amp; Weekends</td>
<td>$160.00</td>
<td>Per Hour</td>
<td>10</td>
<td>$1,600.00</td>
</tr>
</tbody>
</table>

**GRAND TOTAL ITEMS 1-10** $26,558.00
FORM 3: LOBBYING AFFIDAVIT

Michael Mariani, 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: 10/11/20

______________________________
Signature of Notary

State of: Florida
County of: Pinellas

This foregoing instrument was acknowledged before me this 1 day of June, 2020 by Michael Mariani, who is personally known to me or produced as identification.

Serial/Commission No. GG 156412

NOTE: THIS FORM IS REQUIRED FROM ALL BIDDERS

Page 25 of 31
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:  
Brian Fitzsimmons

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: Florida
County of: Pinellas

This foregoing instrument was acknowledged before me June 24, 2020 by Michael Mariani, who is personally known to me or produced as identification.

Signature of Notary 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:

Commercial Fire and Communications
17251 Alice Center Rd., Ste. 3
Fort Myers, Fl 33967

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:

| Project Name | Began in 20_ | Completed in 20_
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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:

__________________________________________________________________________

__________________________________________________________________________

Page 28 of 31
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.

Michael Mariani
Printed Name
President
Title
Signature

State of: Florida
County of: Diner Max
This foregoing instrument was acknowledged before me this 29 day of June, 2020 by Michael Mariani, who is personally known to me or produced as identification.
Signature of Notary

Serial/Commission No. GG 55417

[Remainder of page intentionally left blank]
NO BID SUBMISSION.

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:
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: if the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Commercial Lines - (813) 639-3000
USI Insurance Services LLC
2502 N. Rocky Point Drive, Suite 400
Tampa, FL 33607

INSURED
Commercial Fire & Communications Inc
16333 Bay Vista Drive
Clearwater, FL 33760

DATE (MMDYYYY) 5/27/2020

COVERAGES  CERTIFICATE NUMBER: 14996123 REVISION NUMBER: See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks Schedule, may be attached if more space is required)

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.

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

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED/REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.
Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

COMMERICAL FIRE & COMMUNICATIONS

2. Business name/disregarded entity name, if different from above

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- Individual/sole proprietor or single-member LLC
- C Corporation
- S Corporation
- Partnership
- Trust/estate
- Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, F=Partnership) and Exempt payee code (if any)

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5. Address (number, street, and apt. or suite no.) See instructions.

16333 BAY VISTA DRIVE

6. City, state, and ZIP code

CLEARWATER, FL 33760

7. List account number(s) here (optional)

Requestor’s name and address (optional)

Part I - Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requestor for guidelines on whose number to enter.

Social security number

Or

Employer Identification number

5 9 2 0 2 1 8 4 4

Part II - Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancelation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Signature of U.S. person

Date: 01/01/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN). The requesting entity (w-9 requester) must report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1098-C (canceled debt)
- Form 1098-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
Local Business Tax Receipt

Dear Business Owner:

Your 2019-2020 Lee County Local Business Tax Receipt is attached below for account number 1702360.

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

[Signature]

Lee County Tax Collector

---

2019 - 2020
LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 1702360
State License Number: EF20001347

Location:
17251 ALICO CENTER RD 3
FORT MYERS FL 33912

COMMERCIAL FIRE & COMMUNICATIONS INC
LEDIET MARK R
17251 ALICO CENTER RD 3
FORT MYERS FL 33912

Account Expires: September 30, 2020

May engage in the business of:
ALARM SYSTEMS CONTRACTOR I INCLUDING FIRE

THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

Payment Information:

PAID 524765-658-1 07/22/2019 04:28 PM
$50.00
WALTER KIDDE PORTABLE EQUIPMENT INC. CHANNEL PARTNER

Annex A
Appointment and Term of Agreement

Revised April 7, 2020 / adding Fort Myers office

Commercial Fire & Communications, Inc

Appointment:
16333 Bay Vista Dr, Clearwater, FL 33760 has been authorized as a Channel Partner approved to sell the following product lines as mentioned in 1. (a) Appointment of the Channel Partner Agreement.

Term of Agreement:
The term of the Channel Partner Agreement commences on 01/01/2020 ending on 12/31/2023
- Product Line: Edwards
- Type of Appointment: Strategic Partner
- Annual Purchase Goal for 2020 in accordance with 22(a) of the Agreement is: $400,000
- Sales Contact: Stephen Johnson
- Primary Market Area: FL9, FL10, FL11, FL12
- Product Line: Kidde Engineered Systems
- Type of Appointment: Dealer
- Annual Purchase Goal for 2020 in accordance with 22(a) of the Agreement is: $50,000
- Sales Contact: Stephen Johnson
- The Primary Market Area: United States

Appointment:
17251 Alico Center Rd, Ste 3, Fort Myers FL 33967 has been authorized as a Channel Partner approved to sell the following product lines as mentioned in 1. (a) Appointment of the Channel Partner Agreement.

Term of Agreement:
The term of the Channel Partner Agreement commences on 04/07/2020 ending on 12/31/2023
- Product Line: Edwards
- Type of Appointment: Authorized Partner
- Purchase Goal for 2020 in accordance with 22(a) of the Agreement is: $112,500
- Sales Contact: Stephen Johnson
- Primary Market Area: FL8
- RIDER: No solicitation of or participation in projects and service with an existing Edwards/EST customer or specified as "Edwards/EST only" by other than Commercial Fire & Communications/Ft Myers, without prior written permission from the Edwards District Manager.

Primary Market Area Exclusions: No active solicitation, sales, service, testing or inspection of any existing Edwards system presently being serviced by an Edwards Partner in the Primary Market Area without first receiving written approval from the Edwards District and Regional sales managers. Such requests shall be made using the Edwards Out-of-Territory request form.

The above exclusion does not apply to: (1) to any open Requests for Proposals, Requests for Quotations, Requests for Bids, (2) to unsolicited direct inquiries or requests from an existing Edwards system customer, or (3) to an existing Edwards system end user customer not presently being serviced by an Edwards Partner, provided that in all cases listed above, the Edwards Partners receive prior written approval from Edwards District and Regional sales managers before proceeding, using the Edwards Out-of-Territory request form.

This restriction shall remain in effect through December 31, 2021 and renewable at the sole discretion of Edwards.

CHANNEL PARTNER:

Approved By:

Dedicated by:

Signature:

Title:

Date: 4/7/2020

WALTER KIDDE PORTABLE EQUIPMENT INC.

Approved By:

Dedicated by:

Kurt Bailey, V.P. North American Sales

Date: 4/8/2020
Wednesday, June 6th, 2020

Site: Lee County Port Authority
11000 Terminal Access Road
Suite 8671
Fort Myers, FL 33913

RE: Service and Repair of the existing EST 3 Fire Alarm System at SWFL Airport

To whom it may concern,

The purpose of this letter is to confirm that Commercial Fire and Communications (CFC), is a factory authorized dealer of Edwards and the EST3 fire alarm system installed at your location. CFC has factory certified technicians that have the ability and access to the latest revision of the SDU programming software and Microcode/Firmware updates necessary for programming your multi-node EST3 system.

Our Senior Service Technician and Service Manager, Robert Estep, have been the sole authorized programmer at the location for the past 11 plus years.

Thank you for you interest in the products and services offered by Commercial Fire and Communications.

Sincerely,

Robert A. Estep
Service Manager
Commercial Fire and Communications 17251 Alico Center Rd.
Suite 3
Fort Myers, FL 33967
CFC FASA/BASA Certificates

Please see the following attached FASA/BASA Certificates for your reference.
Unfortunately, we had most of our technicians set up for a FASA/BASA refresher course, but that was cancelled due to the COVID-19 virus. We have since set up with an online program and all our technicians will have their cards renewed by the end of June 2020.

We have included our technicians expired certificates, as well as the two valid FASA/BASA cards in this packet. Also included is my EF license, which supersedes the need for a FASA/BASA. We would be happy to furnish our updated FASA/BASA cards as we receive them.
Certificate of Completion

Educational Training, Inc.

6 Hours

Alarm Agent Continuing Education (FASA CE) Course # FASAEC 0800147
Alarm Agent Continuing Education Course # BASACE 0007571

Gregory Emerson
This is to certify that

Date: 4/16/18

Instructor's Signature

This certificate is for FASA / BASA Training completion. It is not a State License.
This certificate is for FASA / BASA Training completion. It is not a State License.

Educational Training, Inc. ECLB # 000751

Date
4/16/18

6 Hours

Alarm Agent Continuing Education (FASA CE) Course # FASA CE 0800147
Alarm Agent Continuing Education Course # BASACE 000751

Randy Later
has completed the courses.

This is to certify that

CERTIFICATE OF COMPLETION

Educational Training, Inc.

ETI
This certificate is for FASA / BASSA Training completion. It is not a State License.

Date
4/16/18

6 Hours

Alarm Agent Continuing Education (FASA CE) Course # FASACE 0800147
Alarm Agent Continuing Education Course # BASACE 0007571

has completed the courses

Daniel Litrell

This is to certify that

CERTIFICATE OF COMPLETION

Educational Training, Inc.

ETI
This certificate is for FASA / BASA Training completion. It is not a State License.

Educational Training, Inc. ECLB # 0001151

Date

4/16/18

Signature

Blair Thompson

6 Hours

Alarm Agent Continuing Education (FASA CE) Course # FASACE 0800147
Alarm Agent Continuing Education Course # BASACE 0007171

has completed the courses

Luke Bousa

This is to certify that

CERTIFICATE OF COMPLETION

Educational Training, Inc.
This certificate is for FASA / BSAA Training completion. It is not a State License.

Date

4/16/18

6 Hours

Alarm Agent Continuing Education (FASA CE) Course # FASA# 0800147
Alarm Agent Continuing Education Course # BSAAC 0007571

Robert Estep has completed the courses.

This is to certify that

Certificate of Completion

Educational Training, Inc.
Expiry: 7-21-19
Issued: 7-21-19

Signature:

Qualified: Mark Lediet License # EF2001347

Address: 17251 Allico Center Rd, Ft Myers, FL

Business: Commercial Fire & Communication

Name: Kimberly Barber

Pursuant to Chapter 489.5185, Florida Statutes.
The bearer of this card has met the training requirements.

Fire Alarm System Agent (FASA)

Burglar Alarm System Agent (BASA)
Expiry: 7-21-21
Issued: 7-21-19
Signature: 

Qualifier: Mark Lediet License # EF20001347
Signature: 
Address: 17225 Allico Center Rd, Ft Myers, FL
Business: Commercial Fire & Communication
Name: Martha Taylor-Estep

Pursuant to Chapter 489.5185, Florida Statutes,
The bearer of this card has met the training requirements

FIRE ALARM SYSTEM AGENT (FASA)
BURGLAR ALARM SYSTEM AGENT (BASA)
LEE COUNTY PORT AUTHORITY

SERVICE PROVIDER AGREEMENT

RFB 20-39MLW

FIRE ALARM TESTING & INSPECTIONS

SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

THIS AGREEMENT is entered this _______ day of _________, 2020, between the LEE COUNTY PORT AUTHORITY, a political subdivision and special district of the State of Florida ("AUTHORITY"), at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and COMMERCIAL FIRE AND COMMUNICATIONS, INC., a Florida corporation, ("PROVIDER"), at 17251 Alico Center Road, Ste. 3, Fort Myers, FL 33967, Federal Identification Number 59-2021844.

WITNESSETH

WHEREAS, the Authority desires to obtain fire alarm testing & inspections from Provider as described below for the Southwest Florida International Airport in Fort Myers, Florida; and,

WHEREAS, the Provider has reviewed the products and/or services required under this Agreement and has submitted an offer agreeing to provide the requested products or services, and states that it is qualified, willing and able to provide and perform all such services and provide any products required according to the provisions, conditions and terms below and in accord with all governing federal, state and local laws and regulations; and,

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

WHEREAS, the Provider has been selected to provide the products and/or services described below as the result of a competitive selection process by Authority in accord with any applicable Florida Statutes and the Authority's Purchasing Policy, as approved by the Authority's Board of Port Commissioners.

NOW, THEREFORE, in consideration of the foregoing and the mutual consideration described below, the parties agree as follows:
1.0 RECITALS

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

2.0 SCOPE OF SERVICES

Provider hereby agrees to provide the products and/or perform the services set out in Exhibit "A", entitled "Scope of Services", which is attached and made a part of this Agreement.

No services or product deliveries may commence until Authority issues a Notice to Proceed, unless otherwise set out in the Scope of Services.

3.0 REQUEST FOR BIDS AND PROVIDER’S BID – INCORPORATION BY REFERENCE

The terms of the Request for Bids, and Provider’s Bid received in response to that Request, including any supplementary representations from Provider to Authority during the selection process, are hereby merged into and incorporated by reference as part of this Agreement. If there are any conflicts between the terms of the Request for Bids and this Agreement, or the Provider’s Bid and this Agreement, the terms of this Agreement will control. The parties acknowledge that the Authority has relied on Provider’s representations and the information contained in Provider’s Bid and that those representations and this information has resulted in the selection of Provider to provide products or perform services under this Agreement.

4.0 TERM OF AGREEMENT

This Agreement will become effective on October 1, 2020 (the “Effective Date”). The term of the Agreement will be for two (2) years from the Effective Date, with an option reserved to the Authority to extend the term of the Agreement for one (1) additional two (2) year renewal period by notifying the Provider in writing at least thirty (30) days in advance of the expiration date of the initial term of its intent to exercise the option. Extension of the Agreement for the renewal periods will be upon the same terms and conditions, including prices, and shall be at the sole discretion of the Authority.

5.0 LICENSES

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

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

Services performed under this Agreement shall be performed by Provider's own staff, unless agreed in advance by the Authority.

7.0 STANDARDS OF SERVICE

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

8.0 COMPENSATION AND METHOD OF PAYMENT

8.1 The Authority shall pay the Provider for all requested and authorized products provided or services completed in accordance with the terms of this Agreement based on the compensation schedule set forth in Exhibit "B," which is attached hereto and made a part of this Agreement, either in a Lump Sum/Not to Exceed Amount or for Work in Progress as described in this Section.

8.2 METHOD OF PAYMENT

(a) LUMP SUM - Upon Authority's acceptance of Providers' work, Authority will pay Provider a lump sum as specified in Exhibit "B".

Lump Sum Fees are understood and agreed to include all direct and indirect labor costs, personnel related costs, overhead and administrative costs, costs of sub-consultant(s) and/or subcontractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Provider as may be required and/or necessary to complete each and every task set forth in the Scope of Services.

(b) MONTHLY STATEMENTS - The Provider shall be entitled to submit no more than one invoice to the Authority for each calendar month. The monthly invoice shall cover services rendered and completed during the preceding calendar month. The Provider shall submit the invoices to the Authority's Finance Department. The Provider's invoice(s) shall be
itemized to correspond to the basis of compensation as set forth in this Agreement, or any Amendment or Supplemental Agreement. Invoices shall include an itemized description of the project, the amount of time expended, and a description of the products and services provided. The invoices shall be accompanied by a monthly progress report specifying the activities of the previous month and the planned activities for the next month. Failure by the Provider to follow these instructions shall result in an unavoidable delay of payment by the Authority.

(c) PAYMENT SCHEDULE - The Authority shall issue payment to the Provider within thirty (30) calendar days after acceptance of the products or services and receipt of an invoice from the Provider that is in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the Authority object or take exception to the amount of any Provider's invoice, the Authority shall notify the Provider of such objection or exception within thirty (30) days. If such objection or exception remains unresolved at the end of the thirty (30) day period, the Authority shall withhold the disputed amount and make payment to the Provider of all amounts not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

9.0 FAILURE TO PERFORM

Should the Provider fail to commence, provide, perform and/or complete any of the services and work required under this Agreement in a timely and diligent manner, the Authority may consider such failure as cause to terminate this Agreement. As an alternative to termination, the Authority may, at its option, withhold any or all payments due and owing to the Provider, not to exceed the amount of the compensation for the work in dispute, until such time as the Provider resumes performance of its obligations in accordance with the time and schedule of performance requirements set forth in this Agreement.

10.0 INDEMNIFICATION AND HOLD HARMLESS

The Provider agrees to be liable for, and shall indemnify, defend and hold harmless Lee County and Authority and their respective commissioners, officers, employees and agents, from and against any and all claims, liabilities, suits, judgments for damages, losses and expenses, including but not limited to court costs, expert witness and professional consultation services, and reasonable attorneys' fees arising out of or resulting from the Provider's services or provision of products under this Agreement, or Provider's errors, omissions, negligence, recklessness, or the intentional misconduct of Provider or any agent, employee or other person employed or used by Provider in performance of services under this Agreement regardless of whether or not caused by a party indemnified hereunder.
11.0 AUTHORITY'S REPRESENTATIVE

James Furiosi, Director of Maintenance, shall administer this Agreement for Authority.

12.0 PUBLIC RECORDS

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

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

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

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

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

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

Provider agrees not to divulge, furnish or make available to any third person, firm or organization, without Authority's prior written consent, or unless incidental to the proper performance of Provider's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any confidential or exempt information concerning the services to be rendered by Provider hereunder.
Provider shall require all of its employees, agents, subcontractors to comply with the provisions of this Article.

13.0 PROVIDER’S PUBLIC RECORDS OBLIGATIONS

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

1) Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services required under this Agreement;

2) Upon request from the Authority, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

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

4) Meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of Provider upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology system of the Authority.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-590-4504, 11000 TERMINAL ACCESS ROAD, SUITE 8671, FORT MYERS, FLORIDA 33913, publicrecords@flylcpa.com; http://www.flylcpa/public records.

14.0 AIRPORT SECURITY REQUIREMENTS

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

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

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

Immediately upon the completion of any work requiring airport security access under this Agreement, or upon the resignation or dismissal or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the Provider, Provider shall notify the Airports Police Department that the Provider's access authorization or that of any of Provider's agents, employees, subcontractors, or invitees has changed. Provider will confirm that notice, by written confirmation on company letterhead, within twenty-four (24) hours of providing initial notice to the Airport's Police Department.

Upon termination of this Agreement, or the resignation or dismissal of any employee or agent, or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the Provider, Provider shall surrender any Airport Security Identification Badge held by the Provider or by Provider's agents, employees, subcontractors, or invitees. Should Provider fail to surrender these items within five (5) days, the Provider shall be assessed a fee of Eighty Dollars ($80.00), or such fee as the Board of Port Commissioners shall adopt from time to time, per identification badge not returned. This fee will be billed to the Provider or deducted from any money owing to the Provider, at the Authority's discretion.

15.0 INSURANCE

During the term of this Agreement, Provider shall provide, pay for, and maintain, with companies satisfactory to Authority, the types of insurance described herein. Promptly after execution of this Agreement by both parties, the Provider must obtain insurance coverages and limits required as set out below. Provider further agrees to provide Authority's Risk Manager with a certificate of insurance indicating that all policies have been endorsed to provide advance written notice of any cancellation, intent not to renew, material change or alteration, or reduction in the policies' coverages, except in the application of the Aggregate Limits provision of any policy. In the event of a reduction in the Aggregate Limit of any policy, Provider shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. If there is a cancellation, Provider agrees to obtain replacement coverage as soon as possible. All insurance shall be from responsible companies duly authorized to do business, provide coverage, and honor claims in the State of Florida.
The Authority reserves the right to reject insurance written by an insurer it deems unacceptable because of poor financial condition or other operational deficiency. All insurance must be placed with insurers with an A.M. Best Rating of not less than A-VII. Regardless of this requirement, Authority in no way warrants that the required minimum insurer rating is sufficient to protect the Provider from potential insurer insolvency.

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

All of Provider's insurance coverages shall be primary and non-contributory to any insurance or self-insurance program carried by Authority and applicable to work under this Agreement and shall include a waiver of subrogation in favor of Authority.

No work shall commence, or any products be provided, under this Agreement unless and until the required Certificates of Insurance are received and approved by Authority.

15.1. INSURANCE REQUIRED

Before starting and until acceptance of goods or services by Authority, Provider shall procure and maintain insurance of the types and to the limits specified in paragraphs 15.2.1 through 15.2.4, below. All liability insurance policies obtained by Provider to meet the requirements of this Agreement, other than Worker's Compensation and Employer's Liability and Professional Liability policies, shall name Authority as an additional insured and shall contain the severability of interests provisions. By signing this Agreement, Provider further agrees to waive its right to subrogation against the Authority.

15.2. COVERAGES

The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) forms and endorsements or broader where applicable:

15.2.1. Commercial General Liability Insurance shall be maintained by Provider. Coverage shall also include, but not be limited to, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations, and Personal Injury Coverages. If Provider provides any construction work, it must also include Products & Completed Operations, with the Completed Operations Coverage maintained for any project under this Agreement and then for not less than five (5) years following completion and acceptance of the work by Authority. Limits of coverage shall not be less than the following for Bodily Injury, Property Damage and Personal Injury Combined Single Limits:
Per Occurrence including Products &
Completed Operations $1,000,000
General Aggregate $2,000,000

If the General Liability insurance required herein is issued or renewed on a "claims made" form, as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of any services under this Agreement and shall provide that in the event of cancellation or nonrenewal the discovery period for insurance claims (Tail Coverage) shall be unlimited.

15.2.2. Business Automobile Liability Insurance shall be maintained by Provider as to ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles with limits of not less than:

- Bodily Injury per person and per accident for bodily injury $1,000,000; and
- Property Damage Liability per accident $1,000,000
- OR
- Combined Single Limits of at least $1,000,000 per accident

If Provider will perform any work Airside on the Airports, it will provide $5,000,000 in Bodily Injury and Property Damage Liability combined single limit.

15.2.3. Worker's Compensation and Employers Liability Insurance shall be maintained by Provider during the term of this Agreement for all employees engaged in the work under this Agreement, in accordance with Florida law. The amount of such insurance shall not be less than:

<table>
<thead>
<tr>
<th>Worker's Compensation</th>
<th>Florida Statutory Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employer's Liability</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury Each Accident</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Disease Each Employee</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

The insurance company shall waive its Rights of Subrogation against Authority.

15.2.4. Environmental Liability and/or Contractor's Pollution Liability and/or Errors & Omissions Liability Insurance - Provider shall maintain pollution liability insurance as described, including the cost of defense during the term of this Agreement and for a period of five (5) years following the completion of all services under this Agreement. Such coverage shall apply specifically to the services/scope of work outlined in the Agreement and shall include, but not limited to, pollution legal liability (legal liability arising out of the discharge, dispersal, release, seepage, migration, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials or other irritants, contaminants, or pollutants) into or upon land, the atmosphere, or any watercourse or body of water, including groundwater at, under,
or emanating from the site of services:

<table>
<thead>
<tr>
<th>Per Claim or Occurrence</th>
<th>$2,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000 per 1 year policy period</td>
</tr>
</tbody>
</table>

15.2.5 **Certificates of Insurance** - Provider must use Authority’s Certificate of Insurance attached as Exhibit “C” or a similar form acceptable to Authority’s Risk Manager to verify coverages. The Certificate of Insurance must be completed on a "sample only" basis by Provider’s insurance representatives and must be submitted for Authority’s review as to acceptability. Upon acceptance, the Certificates must be signed by an Authorized Representative of the insurance company/companies shown on the Certificates with proof that he or she is an authorized representative thereof. If any insurance provided under this Agreement will expire prior to the completion of the work, renewal Certificates of Insurance on an acceptable form and copies of the renewal policies, if requested by Authority, shall be furnished to Authority thirty (30) days prior to the date of expiration. Provider shall promptly submit a true copy of any policy, certified by the insurance company, and any endorsements issued or to be issued on the policy, if requested by Authority.

15.2.6 **Failure to Maintain Insurance** – If Provider does not maintain the insurance coverages required by this Agreement at any time, Authority may cancel the Agreement or at its sole discretion is authorized to purchase such coverages and charge Provider for such coverages purchased. Authority shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Authority to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.

16.0 **ASSIGNMENT, TRANSFER AND SUBCONTRACTS**

The Provider shall not assign or transfer any of its rights, benefits or obligations hereunder without prior written approval of the Authority. The Provider shall have the right, subject to the Authority’s prior written approval, to employ other persons and/or firms to serve as subcontractors to Provider for the Provider’s performance of services and work under this Agreement.

17.0 **PROVIDER AN INDEPENDENT CONTRACTOR**

The Provider is an independent contractor and is not an employee or agent of the Authority. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the Authority and the Provider, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. Nor shall anything contained herein be deemed to give any such party a right of action against Authority beyond such right as might otherwise exist without regard to this Agreement.
18.0 **F.A.A. NON-DISCRIMINATION CLAUSE**

The Provider, for itself, its successors in interest, and assigns, as part of the consideration hereof, agrees that it shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Provider shall carry out applicable requirements of 49 CFR Part 23 and Part 26 in the award and administration of DOT-assisted contracts. Failure by the Provider to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Port Authority deems appropriate.

19.0 **NOTICE REGARDING PUBLIC ENTITY CRIMES**

Section 287.133(3)(a) (1995) requires the Authority to notify Bidder/Lessee/Tenant of the provisions of Section 287.133(2)(a) F.S.

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

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

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

20.0 **OWNERSHIP AND TRANSFER OF DOCUMENTS**

All documents such as art work, layouts and copy in draft or final form, photographs, mailing lists, printed materials, computer programs, memoranda, research notes, evaluations, reports and other records and data relating to the services specifically prepared or developed by the Provider under this Agreement shall be the property of the Provider, until the Provider has been paid for performing the services and work required to produce such documents.

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

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

21.0 MAINTENANCE OF RECORDS

The Provider will keep and maintain adequate records and supporting
documentation concerning the procurement and applicable to all of the services, work,
information, expense, costs, invoices and materials provided and performed pursuant to
the requirements of this Agreement. Said records and documentation will be retained by
the Provider for a minimum of five (5) years from the date final payment has been made
or termination of this Agreement, or for such period as required by law.

The Authority, the FAA, the Comptroller General of the United States and their
authorized agents shall, with reasonable prior notice, have the right to audit, inspect and
copy all such records and documentation as often as they deem necessary during the
period of this Agreement, and during the period set forth in the paragraph above;
provided, however, such activity shall be conducted only during normal business hours
of the Provider.

22.0 NO THIRD PARTY BENEFICIARIES

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

23.0 GOVERNING LAW

This Agreement shall be interpreted, construed and governed by the laws of the
State of Florida. Any suit or action brought by either party to this Agreement against the
other party relating to or arising out of this Agreement shall be brought either in the Florida
state courts in Lee County, Florida, or in the United States Federal District Court for the
Middle District of Florida, Fort Myers Division. The prevailing party in any such suit or
action shall be entitled to recover their reasonable attorneys' fees and court costs.

24.0 PROHIBITED INTERESTS

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

25.0 LOBBYING CERTIFICATION

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

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

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

26.0 COVENANTS AGAINST DISCRIMINATION

26.1 DBE POLICY. It is the policy of the Department of Transportation (the "DOT") that Disadvantaged Business Enterprises ("DBE's") as defined in 49 CFR Part 23 and Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Part 26 apply to this Agreement. The Provider agrees to ensure that DBE's as defined in 49 CFR Part 23 and Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Provider shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 and Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts.

26.2 PROMPT PAYMENT REQUIREMENTS. Authority has adopted a DBE Program in compliance with 49 CFR Part 26, therefore, the following requirement will apply to all contracts funded, either wholly or in-part, with DOT financial assistance:

Provider agrees to pay each subconsultant under this contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment Provider receives from Authority. Provider agrees further to return any retainage payments to each subconsultant within thirty (30) days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment beyond these time limits may occur only for good cause following written approval of the delay by Authority. This clause applies to both DBE and non-DBE subconsultants.
26.3 INCORPORATION OF PROVISIONS. Provider shall include the provisions of paragraphs 26.1 through 26.2 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Provider shall take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Provider may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Provider may request the United States to enter into such litigation to protect the interests of the United States.

27.0 NONDISCRIMINATION CLAUSE

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

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

28.0 GENERAL CIVIL RIGHTS CLAUSE

The Contractor agrees to comply with pertinent statute, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

29.0 E-VERIFY CLAUSE

Prior to January 1, 2021, Provider agrees that it will register and use 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.

If this Agreement is entered on or after January 1, 2021, Provider certifies by signing below that it is registered with and using the E-Verify Program and is eligible to enter this Agreement.

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

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

30.0 HEADINGS

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

31.0 ENTIRE AGREEMENT

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

32.1 All notices required and/or made pursuant to this Agreement to be given by either party to the other shall be in writing and shall be delivered by hand or by United States Postal Service, first class mail service, postage prepaid, and addressed to the following addresses of record:

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

COMMERCIAL FIRE AND COMMUNICATIONS, INC.
17251 Alico Center Road, Ste. 3
Fort Myers, FL 33967
Attention: Michael Mariani, President

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

33.0 TERMINATION

This Agreement may be terminated by the Authority at its convenience, or due to the fault of the Provider, by giving thirty (30) calendar days written notice to the Provider.

34.0 TERMINATION UNDER SECTION 287.135, F.S.

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

35.0 WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.
36.0 SECURING AGREEMENT DISCLOSURE

The Provider warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any person or company to secure this Agreement, other than a bonafide employee of Provider.

37.0 AMENDMENTS OR MODIFICATIONS

The terms of this Agreement may be amended, in writing, by the Agreement of both parties. Any modifications to the terms of this Agreement will only be valid when issued in writing as a properly executed Amendment to the Agreement and signed by both parties.

38.0 ACCEPTANCE

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

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

ATTEST: CLERK OF COURTS
LINDA DOGGETT

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

By: __________________________
Deputy Clerk

By: __________________________
Chair or Vice Chair

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

By: __________________________
Port Authority Attorney's Office
Signed, Sealed and Delivered

in the presence of:

Witness

Witness

SEAL

COMMERCIAL FIRE AND COMMUNICATIONS, INC.,
Provider

Authorized Signature for Provider

By: Michael Mariani
Printed Name

President

Title
EXHIBIT "A"

SCOPE OF SERVICES

Provider will be required to provide inspection, testing, and repair service for fire alarm and detection equipment located on Southwest Florida International Airport property in accordance with the terms, conditions, and scope of work contained in the Request for Bids and this Scope of Services. Provider must supply all material, labor, parts, supervision, tools, and transportation necessary to perform the services in accordance with this Scope of Services.

Provider must provide prompt and convenient service in accordance with this Scope of Services. The Authority reserves the right to obtain products or services from other sources in the event the Provider is unable to perform on a timely basis.

The following locations require fire alarm testing and inspection services. The fire protection equipment corresponding with each location is identified below.

1. **Main Terminal And Rent-A-Car Buildings**
   - **Address:** 11000 Terminal Access Road, Fort Myers, FL 33913
   - **Description of System:** Edwards Model Number: EST-3
   - **Alarm Initiating Devices**
     - 1 Main Station
     - 0 ION Detectors
     - 110 Photo Detectors
     - 150 Duct Detectors
     - 32 Heat Detectors
     - 0 Water Flow Switch
     - 0 Supervisory Switch
     - 14 Other: Ansul Mon
   - **Alarm Indicating Appliances**
     - 696 Strobes
     - 0 Chimes
     - 0 Chime w/Strobe
     - 0 Horn
     - 0 Horn w/Strobe
     - 401 Other – Audio Visuals

2. **Chiller Building**
   - **Address:** 11000 Terminal Access Road, Fort Myers, FL 33913
   - **Description of System:** EST Model Number: 3
   - **Alarm Initiating Devices**
     - 4 Main Station
     - 0 ION Detector’s
     - 1 Photo Detectors
     - 1 Duct Detector’s
     - 0 Heat Detector’s
     - 1 Water Flow Switch
     - 1 Supervisory Switch
     - 0 Other
   - **Alarm Indicating Appliances**
     - 0 Bells
     - 0 Chime
     - 0 Chime w/Strobe
     - 0 Horn
     - 9 Horn w/Strobe
     - 0 Speaker
     - 0 Speaker w/Strobe
     - 2 Other: Strobes

3. **Fire House (ARFF)**
   - **Address:** 17211 Perimeter Road, Ft Myers, FL 33913
   - **Description of System:** EST Model Number: 3
   - **Alarm Initiating Devices**
     - 8 Main Station
     - 0 ION Detector’s
     - 44 Photo Detectors
     - 3 Duct Detectors
   - **Alarm Indicating Appliances**
     - 28 Strobe
     - 0 Chime
     - 0 Chime w/Strobe
     - 0 Horn
4. **Air Field Maintenance Building**
   **Address:** 11901 Regional Lane, Ft Myers, FL 33913
   **Description of System:** Napco  **Model Number:** MFA 6000

   **Alarm Initiating Devices**
   - 8 Main Station
   - 0 ION Detectors
   - 19 Photo Detectors
   - 4 Duct Detectors
   - 10 Heat Detectors
   - 0 Water Flow Switch
   - 0 Supervisory Switch
   - 0 Other: 

   **Alarm Indicating Appliances**
   - 2 Strobe
   - 0 Chime
   - 0 Chime w/Strobe
   - 0 Horn
   - 17 Horn w/Strobe
   - 0 Other:

5. **Vehicle Maintenance Building**
   **Address:** 11000 Terminal Access Road, Fort Myers, FL 33913
   **Description of System:** EST  **Model Number:** 3

   **Alarm Initiating Devices**
   - 6 Main Station
   - 0 ION Detectors
   - 0 Photo Detectors
   - 6 Duct Detectors
   - 3 Heat Detectors
   - 3 Water Flow Switch
   - 6 Supervisory Switch
   - 0 Other: 

   **Alarm Indicating Appliances**
   - 0 Bells
   - 0 Chime
   - 0 Chime w/Strobe
   - 0 Horn
   - 10 Horn w/Strobe
   - 0 Speaker
   - 0 Speaker w/Strobe
   - 7 Other: Strobes

6. **Training Center**
   **Address:** 15924 Air Cargo Lane, Ft. Myers, FL 33913
   **Description of System:** EST  **Model Number:** 3

   **Alarm Initiating Devices**
   - 7 Main Station
   - 0 ION Detectors
   - 20 Photo Detectors
   - 2 Duct Detectors
   - 11 Heat Detectors
   - 1 Water Flow Switch
   - 0 Supervisory Switch

   **Alarm Indicating Appliances**
   - 7 Strobes
   - 0 Chime
   - 0 Chime w/Strobe
   - 0 Horn
   - 11 Horn w/Strobe
   - 0 Other:

7. **Air Cargo Building**
   **Address:** 11850 Regional Lane, Ft Myers, FL 33913
   **Description of System:** EST  **Model Number:** 3

   **Alarm Initiating Devices**
   - 1 Main Station
   - 0 ION Detectors
   - 0 Photo Detectors

   **Alarm Indicating Appliances**
   - 0 Strobe
   - 0 Chime
Authority reserves the right to add or delete Alarm Systems and Alarm locations during the term of this Agreement. For any additions, the Authority will first request Provider provide a quote for the added system or location. Quote pricing must be substantially similar to the pricing for comparable systems or locations. If the Authority accepts the quote, the Provider will provide service to the added system or location for the remaining term of the Agreement.

ANNUAL TEST AND CERTIFICATION INSPECTION

Provider must conduct an annual test and certification inspection of the alarm systems at each of the listed locations that meets the following requirements:

- The annual test will be a 100% functional test of all devices and must be performed in accordance with National Fire Protection Association standards.
- Annual inspections must be performed in accordance with all applicable National Fire Protection Association (NFPA) standards.
- Provider must ensure all panels are tagged to comply with Fire Marshall Standards.
- Upon test completion, the Provider must provide a certification on standard NFPA forms to document the results of each test and certify the state of the system. The certification must be filled out completely for every location.
- At the completion of each inspection, the Provider must provide a written estimate detailing any items in need of replacement or repair and the itemized cost of labor and materials necessary to complete the replacement or repair. All replacement parts must be compatible with the alarm system as per the alarm system manufacture. All replacement parts are to be installed in accordance with manufacture specifications.
- An NFPA 72 compliant inspection report must be provided for each annual inspection conducted and any time an inspection is requested or required by the Authority in order to ensure proper operation of equipment.

PARTS AND MATERIALS

The Provider shall advise the Authority of all replacement parts and materials that are found to be needed as a result of Provider’s performance of the annual test and inspection. No repair work or purchase of parts will be commenced without authorization of the Authority.

- Replacement parts must be original factory parts meeting original manufacturer specifications.
- All parts and materials shall be new. The Provider must provide all required parts and materials. For parts authorized by the Authority, reimbursement will be made to the Provider for the cost of parts with no markup. A copy of the Provider's invoice(s) from its supplier for the parts and materials must be submitted with the Provider's invoice for payment.
For components that may need replacement due to negligence on the Authority’s part or other unusual situations as determined by the Authority (not normal wear and tear), the Provider may charge the Authority cost plus 10% markup. Provider shall only supply materials that are authorized by the Authority. The Provider will bear the cost of any materials that are supplied without authorization from the Authority.

The Authority reserves the option to purchase directly and furnish parts if the Authority determines that the prices submitted by the Provider are not fair and reasonable.

Provider will maintain an in-house parts inventory for the equipment listed in the Request for Bids and equipment added during the term of the Agreement.

MAINTENANCE AND SERVICE

Provider must provide all labor and parts required to ensure uninterrupted, continuous, and fully operational alarm systems at all locations listed. Authority will not pay additional for shop materials, tools, fuel, transportation, equipment and other incidentals required by the Provider to fulfill the requirements of the agreement.

Maintenance of the complete fire alarm systems includes, but is not limited to wire, wire connections, fuses, and other ancillary parts and components, as well all alarm panels, remote annunciate panels, tamper detector switches, flow detectors, smoke detectors/ceiling mounted-photoelectric, duct smoke detectors, pull stations, fire alarm speakers and strobes, heat detectors, carbon monoxide detectors, post indictor valves, and audio visual devices.

The work consists of furnishing all material, labor, supervision, tools, parts, supplies and equipment necessary to provide full maintenance and service, including all inspections, adjustments, tests, parts or component replacement and repairs to keep the fire alarm systems in continuous use for their intended purpose.

WORKING HOURS & RESPONSE TIME

Services will be performed between the hours of 8:00 P.M – 4:00 A.M. Monday through Friday.

Authority will not pay for travel time. Time will start when the Provider arrives on site and ends when they leave. Time will be billed in thirty minute increments.

Provider shall coordinate a schedule with the Authority, subject to Authority approval, that indicates the exact time the inspection shall occur at each location. Inspections shall be performed in accordance with the approved scheduled without delay and conducted continuously until completion. Schedules for repairs or replacements shall be performed as soon as they are approved by the Authority.

Service response times during required normal work hours shall be as follows:

Call before 12 noon- same day service
Call after 12 noon – next day service

Service vehicles should be fully stocked with basic materials and standard parts to reduce the response and service times by not returning to the shop.

Provider must required to be available to provide emergency service 24 hours a day, seven days a week. Emergency response is defined as arriving on site to perform work within one hour from the time Emergency services were requested by the Authority.
The Provider is required to provide the Authority with emergency contact information which will enable the Authority to reach a representative of the company who is able to dispatch service to the Authority and ensure services are provided within the hour. Payment for such emergency services shall be in accordance with the prices bid. For emergency services, hourly labor rates will be billed in hourly increments. Payment will be made for time spent on site working, not for travel time. Authorized FASA licensed personnel shall respond at the site as per the response time requirements shown above.

REGULATIONS

- Provider must comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.

- Provider must obtain, and keep current, all permits, licenses and certificates, or any approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules and regulations, which are necessary for the proper execution of the work specified herein. Upon request of the Authority, Provider must provide copies of its license(s) registrations and/or permits. Permits must be displayed on the jobsite during the performance of the work.

- Provider must immediately report any spillage or dumping of hazardous materials caused or made by it or its subcontractor(s) on Authority property to the Authority. Provider must be responsible for all cleanup and any related costs incurred for such incidents.

PROVIDER’S PERSONNEL

- Provider’s personnel must be factory trained to work on the alarm system specified in the Request for Bids. Provider is required to supply factory trained fire alarm personnel who are certified to work on alarm systems which include software and programming.

- Provider should have back-up factory or regional technical support available to them if needed.

- Provider’s personnel must provide all services in a professional manner at all times.

- Provider must provide a qualified and competent person onsite with the ability to converse in English, to supervise the performance of the work and to understand and carry out instructions during the performance of the work. The supervisor is responsible to supervise the operations and shall have the authority to represent and act on behalf of the Provider. It will be the Provider’s responsibility and obligation to train its employees to be able to identify and understand all signs and notices in and/or around the work areas that relate to them or the services being performed by them. In addition, the Provider must have someone in attendance at all times who can communicate instructions to all of its employees.

- Provider shall maintain a drug-free workplace within the meaning of the Florida Drug-free Workplace Act and no employee shall be retained for work on Authority premises prior to such employee having tested negative for drugs. In addition, existing employees of the Provider must be subject to drug testing based upon reasonable suspicion of drug use. Drug testing is at the Provider’s expense.

- Provider must promptly remove any employee or employees that the Authority deems unsatisfactory and replace such personnel with employees satisfactory to the Authority. In no event shall Authority be responsible for monitoring or assessing the suitability of any employee or agent of the Provider.
• Provider shall be responsible for ensuring that all articles found by its employees on Authority premises are promptly turned over to the Authority.

• A valid driver license is required of all personnel operating motor vehicles or motorized equipment on roadways in or around the airport property. Each of the Provider's motor vehicles appearing on Authority premises must have the Provider's business name and/or logo prominently displayed on the vehicle.

• Provider's employees must wear neat and clean clothing and proper footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
# COMPENSATION SCHEDULE

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Inspection &amp; Testing Location</th>
<th>Price per Each</th>
<th>Unit of Measure</th>
<th>Estimated Annual Quantity</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Main Terminal &amp; Rent-A-Car Buildings</td>
<td>$13,500.00</td>
<td>Per Service</td>
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<td>$13,500.00</td>
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<td>2.</td>
<td>Chiller Building</td>
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<td>6.</td>
<td>Training Center</td>
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<td>Per Service</td>
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<td>7.</td>
<td>Air Cargo Building</td>
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<td>8.</td>
<td>Labor Rate, Service Calls - Routine Maintenance &amp; Installation of replacement parts</td>
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<td>Per Hour</td>
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<td>$80.00</td>
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<td>Labor Rate, Service Calls - Emergency Service Monday through Friday 5pm – 8am</td>
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<td>Per Hour</td>
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<tr>
<td>10.</td>
<td>Labor Rate, Service Calls - Emergency Service All Other Hours including Holidays &amp; Weekends</td>
<td>$160.00</td>
<td>Per Hour</td>
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<td>$160.00</td>
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**GRAND TOTAL ITEMS 1-10** $26,558.00
**ACORD CERTIFICATE OF LIABILITY INSURANCE**

**Producer:** USI Insurance Services, LLC
2502 N Rocky Point Dr Ste 400
Tampa, FL 33607-1421
813 321-7500

**Contact:** Certificate Department
Phone: 813 321-7500
Fax: 855-299-7117
Email: clw_certrequest@usi.com

**Insured:**
Commercial Fire & Communications Inc
16333 Bay Vista Drive
Clearwater, FL 33760

**Coverages:****

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Limits</th>
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</thead>
<tbody>
<tr>
<td><strong>Commercial General Liability</strong></td>
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<tr>
<td><strong>Automobile Liability</strong></td>
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<td><strong>Workers Compensation and Employers' Liability</strong></td>
<td>WC84000335842020A</td>
<td>$500,000</td>
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**Description of Operations / Locations / Vehicles:**

Professional Liability is included in the General Liability policy for professional services provided in connection with work performed in the construction, installation, repair or maintenance of a sprinkler, fire suppression or alarm system. The Lee County Port Authority, its officers, officials and employees, are additional insured with respect to liability arising out of the work or operations performed by or on (See Attached Descriptions)

**Certificate Holder:**
Lee County Port Authority
Southwest Florida International Airport
11000 Terminal Access R
Fort Myers, FL 33913

**Cancellation:**
Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative:**

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behalf of the insured, including materials, parts or equipment furnished in connection with such Work or Operations. The Lee County Port Authority, its officers, officials and employees, are additional insured where required by written contract, as it relates to General Liability, Auto Liability and Excess Liability in accordance with the terms and conditions of the policy. Coverage applies on a Primary and Non Contributory Basis as it relates to General Liability, Auto Liability and Excess Liability in accordance with the terms and conditions of the policies. Waiver of Subrogation applies to General Liability, Auto Liability, Excess Liability and Workers Compensation where required by written contract, in accordance with the terms and conditions of the policies. The Excess policy follows form.
CERTIFICATE OF INSURANCE EXPLANATION

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>DEPUTY EXEC DIRECTOR</th>
<th>COMMUNICATIONS AND MARKETING</th>
<th>OTHER</th>
<th>FINANCE</th>
<th>PORT ATTORNEY</th>
<th>ACTING EXECUTIVE DIRECTOR</th>
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</thead>
<tbody>
<tr>
<td>Gary E. Duncan</td>
<td>Victoria B. Moreland</td>
<td>N/A</td>
<td>Brian W. McGonagle</td>
<td>Gregory S. Hagen</td>
<td>Benjamin R. Siegel</td>
</tr>
</tbody>
</table>

**REQUESTED MOTION/PURPOSE:** Request Board approve a Second Amendment and Extension to the Service Provider Agreement for Interior Plant Installation, Leasing, and Maintenance Services for the Lee County Port Authority, to Plant Partners, Inc., d/b/a Greenery Unlimited.

**FUNDING SOURCE:** Account WJ5422941200.503490.

**TERM:** October 1, 2020 until December 31, 2020.

**WHAT ACTION ACCOMPLISHES:** Extends Contract #6819 with Greenery Unlimited for an additional ninety (90) days.

**RECOMMENDED APPROVAL:**

- **APPROVED**
- **APPROVED as AMENDED**
- **DENIED**
- **OTHER**

**BACKGROUND:**

On June 24, 2014, the Board approved a contract with Plant Partners, Inc., d/b/a Greenery Unlimited for interior plant leasing, installation and maintenance services at both Southwest Florida International Airport and Page Field. Greenery Unlimited was deemed the lowest, most responsive, responsible bidder in response to RFB 14-04. The agreement’s initial term was for three (3) years and contained an option to renew the agreement for three (3) additional years subject to Authority approval. On October 10, 2017, the Board approved the First Amendment and subsequent three (3) year extension, making for a contract end date of September 30, 2020.

As staff was preparing to develop the bid specifications and the schedule for a new interior plant installation, leasing and maintenance service provider agreement, the impacts from COVID-19 began taking its toll on the process. While the RFB process had been initiated prior to the pandemic, the requirement to maintain social distancing standards, coupled with the widespread application of unique workplace protective measures made it challenging to effectively solicit, receive, and review bids for this type of service.

Therefore, staff recommends the Board award a second amendment and 90 day extension to the current contract with Greenery Unlimited to allow for them to provide continued leasing and maintenance services of interior plants and planters at the contractual monthly rate of $5,134.60, plus additional services, as authorized until a new contract is in effect. (Note: A competitive solicitation process is underway and a new interior plant contract is scheduled to be awarded by the Board on Nov. 5, 2020)
Background (continued)

Attachments:
1. Second Amendment and Extension to Service Provider Agreement
SECOND AMENDMENT AND EXTENSION TO
SERVICE PROVIDER AGREEMENT
INTERIOR PLANT INSTALLATION, LEASING AND MAINTENANCE SERVICES
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT
RFB #14-04

THIS SECOND 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"), located at
11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and PLANT
PARTNERS, INC., DOING BUSINESS AS GREENERY UNLIMITED, a Florida
corporation, ("Provider"), at 2052 60th Place East, Bradenton, Florida 34203, Federal
Identification Number 65-0845606, to amend the Interior Plant Installation, Leasing and
Maintenance Services Service Provider Agreement between the Parties for Southwest
Florida International Airport and Page Field Airport dated June 24, 2014, Lee County
Contract Number 6819 and amended on October 10, 2017, (collectively the "Agreement").

WITNESSETH

WHEREAS, the Parties entered into the Agreement to provide interior plant
installation, leasing and maintenance services for Southwest Florida International Airport
and Page Field Airport ("Airport" or "Airports") in Fort Myers, Florida; and,

WHEREAS, the Agreement provided for an initial three-year term, commencing on
October 1, 2014, followed by an option to extend the term for an additional three years
on the same terms and conditions; and,
WHEREAS, following the initial term, the Authority exercised the option to amend and extend the term of the Agreement for an additional three (3) year term; and,

WHEREAS, the advent of the COVID-19 pandemic has resulted in an unexpected but urgent need to meet safety requirements of the CDC and state health organizations that make it difficult to solicit, receive and review bids for interior plant services at this time; and,

WHEREAS, over both the initial and extended term of the Agreement the Board of Port Commissioners reviewed the quality of Provider’s services and the investment Provider made in staffing and training to provide those services, and now determines that it is in the best interest of the public to extend the term of the Agreement for a period up to ninety-days as recommended by Port Authority staff until the Authority is able to solicit competitive bids for the services; and,

WHEREAS, the Parties desire to extend the term of the Agreement as recited below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Authority hereby elects to extend the term of the Agreement for an additional ninety-days and the Parties agree to amend the correspondingly numbered Section 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 herein at length.

2. **5.0 - Term of Agreement** is amended to add the following paragraph:
Subject to earlier termination as provided for in the Agreement, the term of the Agreement is extended for up to ninety (90) additional days, commencing on October 1, 2020.

3. Remaining Terms

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

IN WITNESS WHEREOF, Authority and Provider have executed these presents this _____ day of ______________________, 2020.

ATTEST: LINDA DOGGETT
Clerk of the Circuit Court

By: ______________________
Deputy Clerk

BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA

By: ______________________
Chair or Vice Chair

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

By: ______________________
Port Authority Attorney's Office

Signed, Sealed and Delivered in the presence of:

Lisa Nelson
Witness

Malcolm
Witness

PLANT PARTNERS, INC., D/B/A GREENERY UNLIMITED, INC., PROVIDER

Authorized Signature for Provider

By: Charlene J. Lenger
Printed Name

President

Title

2. **FUNDING SOURCE:** N/A.

3. **TERM:** One year.


5. **CATEGORY:** 12. Consent Agenda

6. **ASMC MEETING DATE:** 8/18/2020

7. **BoPC MEETING DATE:** 9/3/2020

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

9. **REQUESTOR OF INFORMATION:**
   - (ALL REQUESTS)
   - NAME: Gary Duncan
   - DIV: Aviation

10. **BACKGROUND:**
    
    In March of 1992, the Southwest Florida Professional Fire Fighters & Paramedics, Local 1826, I.A.F.F., Inc., was certified by Florida’s Public Employee Relations Commission as the collective bargaining unit for the Lee County Port Authority's Aircraft Rescue Fire Fighters, Engineers and ARFF Technicians.
    
    In the current 2019-2022 Collective Bargaining Agreement which was ratified by the Board on September 5, 2019, Article -42 “Term of Agreement,” stipulates that Article 17-Pay Plan will be reopened for negotiation during the first and second year of the three-year contract term. In addition to Article 17, each side has the option to present one additional article for negotiation.
    
    Article 17-Pay Plan is negotiated in conjunction with the Port Authority's annual budget process. On February 26, 2020, Port Authority staff and members of the I.A.F.F., Inc., Local 1826, began negotiations. In addition to Article 17, the Port Authority opened Article 21-Uniforms and Equipment and the Union opened Article 23-Incentive Pay. After conducting four (4) bargaining sessions, a tentative agreement was reached on June 17, 2020.
    
    As amended, Article 17-Pay Plan does not allow for a salary adjustment for union members hired prior to Oct. 1, 2020, unless non-union members within the LCPA receive a wage increase, bonus, or as stated in Article-17 “profit sharing” during fiscal year 20-21.

11. **RECOMMENDED APPROVAL**

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**
   - APPROVED
   - APPROVED as AMENDED
   - DENIED
   - OTHER

13. **PORT AUTHORITY ACTION:**
   - APPROVED
   - APPROVED as AMENDED
   - DENIED
   - DEFERRED to
   - OTHER
As amended, Article 21-Uniforms and Equipment allows for an adjustment to the quantity of several uniform items to better meet the current needs and specifically calls out the type and classification of rain suits required for all of its members represented by this contract. In addition, the times that uniforms are ordered during the year was reduced from three (3) to two (2). These minor changes resulted in a neutral cost impact to this article.

During negotiations Article 23-Incentive Pay was discussed. The union proposed adding an additional incentive. At the conclusion of negotiations, both parties agreed to postpone adding any additional hourly incentives and leave the article as written.

Both parties agreed to abide by the current agreement until the First Amendment to the Collective Bargaining Agreement Article 17-Pay Plan and Article 21-Uniforms & Equipment are fully ratified.

On August 1, 2020 and August 4, 2020 all collective bargaining members voted to ratify the First Amendment as proposed by the Lee County Port Authority and Southwest Florida Professional Fire Fighters & Paramedics, Local 1826, I.A.F.F., Inc. Procedurally, the First Amendment is now presented to the Board for final acceptance and execution.

Attachment:
FIRST AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE LEE COUNTY PORT AUTHORITY
AND SOUTHWEST FLORIDA PROFESSIONAL FIRE FIGHTERS & PARAMEDICS LOCAL 1826, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, INC.

2019-2022

WHEREAS, on September 5, 2019, the Lee County Port Authority Board of Port Commissioners (Authority) and the Southwest Florida Association of Professional Fire Fighters and Paramedics, Local 1826, International Association of Fire Fighters, Inc. (Union) entered the current Collective Bargaining Agreement for 2019-2022; and

WHEREAS, Article 42 of the Collective Bargaining Agreement provides that Article 17, Pay Plan, shall be open for negotiation in February of 2020 and February of 2021; and

WHEREAS, Authority and Union met and negotiated a mutually satisfactory amendment to Articles 17 and 21 of the Collective Bargaining Agreement covering the time period between October 1, 2020, and extending through October 1, 2021.

NOW THEREFORE BE IT RESOLVED THAT Article 17, Pay Plan, and Article 21, Uniforms and Equipment, of the Collective Bargaining Agreement between Authority and Union, is hereby amended as follows:

SECTION ONE:

The amendment set forth in the following Article 17, is hereby adopted, with strike-through type being the language deleted and underlined text being language added:

ARTICLE 17. PAY PLAN AUTHORITY

Section 17.01

The Authority shall maintain the pay plan.

Section 17.02

Employees start at the minimum rate of pay for their assigned classification. Firefighter Trainees will start at $2,000 less than the first year in position Firefighter. At the discretion of the Fire Chief, a new employee could start as Firefighter Trainee, Engineer Trainee, or ARFF Technician Trainee based on past experience. The Engineer Trainee will start at $3,000 less than the first year in position Engineer. The ARFF Technician Trainee will start at $4,000 less than the first year in position ARFF Technician.
Section 17.03

Promotions - When an employee is promoted to a new classification his/her rate of pay shall be advanced to the minimum pay of the new classification. Employees promoted will be placed on Promotional Probation for six months from the effective date of the promotion. The effective date shall be the beginning of the next full pay period with a minimum of 5-business days notice.

Section 17.04

Base Pay Range

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<thead>
<tr>
<th>Classification</th>
<th>Minimum</th>
<th>Maximum</th>
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<tbody>
<tr>
<td>Firefighter</td>
<td>$44,534.89</td>
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<tr>
<td>Engineer</td>
<td>$55,863.33</td>
<td>$66,111.46</td>
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<tr>
<td>ARFF Technician</td>
<td>$66,719.19</td>
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</table>

Employees covered by this Agreement that were employed prior to October 1, 2019, shall receive an adjustment to their salary of 4.2%, which shall be effective on the first pay period in October 2019.

Employees covered by this Agreement that were employed prior to October 1, 2020 shall receive any wage increases, bonuses or profit-sharing that may be implemented for all other employees within the Lee County Port Authority from October 1, 2020, through September 30, 2021.

When an employee's base pay reaches the maximum rate for their classification, the employee will receive a lump sum payment equal to the difference earned from this Article. Example: Current base salary + adjustment = Adjusted salary − Maximum pay = Lump sum payment to be received on the first pay period in October 2019 after the implementation of any increases covered by this Article.

SECTION TWO:

ARTICLE 21. UNIFORMS AND EQUIPMENT

The amendment set forth in the following Article 21 is hereby adopted, with strike-through type being the language deleted and underlined text being language added:

Section 21.01

The AUTHORITY shall furnish, within 30 days of employment all new full time employees with a uniform as set forth below. The AUTHORITY will not be held responsible for manufacturer's / vendor delays over 30 days.
Four (4) Pair Uniform Pants, Normal or EMT style
Three (3) Uniform Shorts
Four (4) Uniform Shirts
One (1) Dress Uniform Pants
One (1) Dress Uniform Shirt (Long sleeve/Blue)
One (1) Dress Uniform Shirt (Short sleeve/Blue) One (1) Dress Uniform Tie
One (1) Winter Jacket
One (1) Badge
One (1) Name Tag
One (1) Serving Since lower tag
One (1) Serving Since lower tag
Two (2) Jumpsuits
Two (2) Ball caps
Six Four (4) (6) Tee shirts
Three (3) Gym shorts
One (1) Fleece
One (1) Boonie hat

The uniform items listed in this section shall not be supplied with the employee's name on the clothing. Uniform shirts (excluding dress shirts), jackets, jumpsuits, and fleece will have "AIRPORT FIRE RESCUE - Lee County Port Authority ARFF" on the back as approved by the DVP and Fire Chief or designee. The department logo shall be placed on the left breast area on uniform shirts (excluding dress shirts, jumpsuits), jacket, and jumpsuits, fleece, and tee-shirts.

Section 21.02

The employees in the bargaining unit shall maintain uniforms listed in 21.01 through replacement by the AUTHORITY allotting up to the replacement cost of (3) uniform pants, uniform shirts, jumpsuit, T-tees, gym shorts, and ball caps per fiscal year. The purchase of additional uniform items, required in the Uniform General Order, is acceptable when utilizing the allotment through the uniform vendors. Replacement items can only be ordered during the months of October, January, and June April. Orders shall be submitted by the Port Authority to the uniform vendor within 10 business days of the end of each ordering month. The Fire Chief may authorize additional months based on special circumstances. Any change of style, color and inscription shall be decided by the DVP and Fire Chief or designee. If the vendor changes styles and/or material for our existing uniforms, the DVP and Fire Chief or designee shall meet and discuss the possibility of changing vendors. Replacement pants and shirts include dress uniforms. The employee is responsible for ensuring proper size is ordered and received.

Section 21.03

The employee is responsible for wearing these uniforms and reporting to work with them clean and neat in appearance. The wearing of the Jumpsuit in lieu of the uniform will be allowed for activities or times designated by the AUTHORITY.
Section 21.04

All items provided by the AUTHORITY, remain the property of the AUTHORITY and are to be used in accordance with the department work rules. Upon separation of employment, all uniform items, received in the previous twelve (12) months, that have not been discarded, due to wear or job related damage must be returned (or paid for) by the employee before their final paycheck will be issued.

Section 21.05

Wearing of uniforms off duty is prohibited with the exception of coming to or leaving work, or as otherwise directed.

Section 21.06

Employees are not permitted to wear jewelry which may become tangled during the course of his/her duties. Hoop earrings shall not be permitted while wearing the department uniforms. All jewelry must be able to be removed timely during an emergency response.

Section 21.07

Employees will maintain their hair in a clean and groomed condition. Employees who choose to have long hair shall keep it pulled back so as to prevent it from falling into an employee’s face/eyes. Facial hair will be permitted so long as it is maintained in a clean and neat appearance and complies with the grooming standards outlined in the General Order and complies with all Federal and State regulations regarding infectious/biohazardous disease control and respiratory protection.

Section 21.08

The AUTHORITY shall provide all necessary protective equipment to include the following:

One (1) Full set of Bunker Gear
One (1) Head Sock
One (1) Pair structural gloves
One (1) Pair crash structural fire-fighting gloves
One (1) Structural helmet
One (1) Set of forestry brush fire fighting pants/coat
One (1) SCBA mask with bag and eyeglass insert, if needed
One (1) ANSI Class 3 Rain suit
Section 21.09

All protective equipment, listed in this article, excluding SCBA mask, shall comply with the current or one previous NFPA protective equipment standard at the time of issue, but in no instance be older than 10-years from date of manufacture and, the current or two (2) previous standards.

Section 21.10

The AUTHORITY shall also provide either to the individual employee or make available to each on duty employee the following equipment:

- One (1) Flashlight
- One (1) Pocket Mask or similar safety device

Section 21.11

Personal protective equipment will be replaced as soon as possible with cost incurred by the AUTHORITY, unless the employee is found to be negligent in caring for the property of the AUTHORITY.

Section 21.12

All the equipment in this section will be issued within 45-days of the employee's start date with the AUTHORITY. The AUTHORITY will not be held responsible for manufacturer's delays over the 45 days. The employee may begin shift work but prior to being counted towards shift manning and being used in an IDLH environment, the employee shall have the required personal protective equipment based on their shift assignment.

Section 21.13

The ARFF Financial Officer will track the allotment amount spent by each employee based on actual cost charged by the vendor. The electronic document shall be available for viewing by Union employees.

The allotment is not an open amount that the employee is expected to spend each fiscal year. An employee shall not order more than one (1) style of footwear, one (1) jacket, or one (1) fleece, as required in the Uniform General Order, within a fiscal year. Additionally, no more than five (5) Eight (8) of any one uniform item can be placed during an ordering period.

Employees hired between October 1 and March 31 shall receive fifty percent (50%) of the allotment. Employees hired between April 1 and September 30 shall only receive the uniforms listed for new employees.
Section 21.14

Employees shall be allowed to wear extrication style gloves as covered in G.O. 202A.

SECTION THREE:

Except as herein amended, the 2019-2022 Collective Bargaining Agreement between the Lee County Board of Port Commissioners and Southwest Florida Professional Fire Fighters and Paramedics, Local 1826 International Association of Fire Fighters, Inc., shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their signatures this 5th day of August, 2020.

FOR THE AUTHORITY:

Benjamin Siegel, Acting Executive Director

Gary Duncan, Deputy Executive Director

Tracy Young, Fire Chief

FOR THE UNION:

Henry Garcia
Local 1826 Vice President

Ratified by the Lee County Board of Port Commissioners this _____ day of __________, 2020.

ATTEST: LINDA DOGGETT
CLERK OF COURT

By: ________________________________
   Deputy Clerk

BOARD OF PORT COMMISSIONERS
OF LEE COUNTY FLORIDA

By: ________________________________
   Chair or Vice Chair
Approved as to form for the Reliance of Lee County Port Authority Only:

By: ________________________________
   Port Authority Attorney's Office
1. REQUESTED MOTION/PURPOSE: Accept a federal grant (Other Transaction Agreement No. 70T02020T9NNCP476) in the amount of $681,750 from the Transportation Security Administration National Explosives Detection Canine Team Program (NEDCTP) for funding certain operational expenses for the Port Authority’s Canine Teams.

2. TERM: Five Years effective July 1, 2020

3. WHAT ACTION ACCOMPLISHES: Provides reimbursement of certain operating expenses for the Port Authority’s Canine Teams.

4. AGENDA:

   CEREMONIAL/PUBLIC PRESENTATION
   CONSENT
   ADMINISTRATIVE

5. CATEGORY: 13. Consent Agenda

6. ASMC MEETING DATE: 8/18/2020

8. AGENDA:
   CEREMONIAL/PUBLIC PRESENTATION
   CONSENT
   ADMINISTRATIVE

9. REQUESTOR OF INFORMATION:
   (ALL REQUESTS)
   NAME: Mark Fisher
   DIV: Development

10. BACKGROUND:

    In 2002, 2008 and 2015, the Board approved agreements with the Department of Homeland Security Transportation Security Administration (TSA) for the reimbursement of certain operating expenses for the participation of the Port Authority’s Canine Team in the National Explosives Detection Canine Team Programs (NEDCTP).

    The TSA desires to continue the canine reimbursement program and has transmitted an Other Transaction Agreement (OTA) to the Port Authority for approval. This OTA provides $75,750 to fund the period of performance through December 31, 2020, for three Port Authority Police Department canine teams. The OTA also provides $50,500 per year for the remaining four years for each of the three Port Authority Police Department canine teams, or a total of $681,750 over the five-year term of the agreement. As part of the OTA, a Statement of Joint Obligations (SOJO) outlines the NEDCTP activities and canine responsibilities between the TSA and Port Authority Police Department. Certain attachments to this OTA relate to TSA canine activities which are Sensitive Security Information (SSI) pursuant to Federal Regulation 49 CFR Part 1520 and have the potential to be detrimental to transportation security and, therefore, are not included.

    Attachment: Other Transaction Agreement

11. RECOMMENDED APPROVAL

   DEPUTY EXEC DIRECTOR
   COMMUNICATIONS AND MARKETING
   OTHER
   FINANCE
   PORT ATTORNEY
   ACTING EXECUTIVE DIRECTOR

   Mark R. Fisher
   Victoria B. Moreland
   N/A
   Brian W. McGonagle
   Gregory S. Hagen
   Benjamin R. Siegel

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

   APPROVED
   APPROVED as AMENDED
   DENIED
   OTHER

13. PORT AUTHORITY ACTION:

   APPROVED
   APPROVED as AMENDED
   DENIED
   DEFERRED to
   OTHER
**OTHER TRANSACTION AGREEMENT**

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<tr>
<td></td>
<td>Name &amp; Address: RSW</td>
<td></td>
<td>Name &amp; Address: Kurt Allen, Contracting Officer</td>
</tr>
<tr>
<td></td>
<td>Lee County Port Authority 11000 Terminal Access RoadSuite 8671 Fort Myers, Florida 33913-8209 EIN: 596000702 DUNS: 781566419</td>
<td></td>
<td>Transportation Security Administration, Contracting &amp; Procurement 601 S. 12th Hayes St. Arlington, VA 20598-6025 Email: <a href="mailto:Kurt.Allen@tsa.dhs.gov">Kurt.Allen@tsa.dhs.gov</a> Phone: 571-459-3858</td>
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<td>The purpose of this award is to establish an Other Transaction Agreement (OTA) for TSA National Explosives Detection Canine Team Program (NEDCTP) Activities/TSA Canine Services as outlined in the Agreement/SOJO between NEDCTP and the Lee County Airport Authority (RSW). Funding is provided through 31 December 2020 for three(3) deployed canine teams.</td>
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<th>AUTHORIZED SIGNATURES</th>
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<td>IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officers.</td>
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<td>Kurt Allen, Contracting Officer 06/30/2020</td>
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<td>Typed Name and Title</td>
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WARNING: This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a “need to know”, as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1520.

Reference: 49 CFR § 1520.13, Marking SSI DHS Form 11054 (8/10)
OTHER TRANSACTION AGREEMENT

BETWEEN

DEPARTMENT OF HOMELAND SECURITY
TRANSPORTATION SECURITY ADMINISTRATION
NATIONAL EXPLOSIVES DETECTION CANINE TEAM PROGRAM (NEDCTP)

AND

Lee County Port Authority

REGARDING

TSA Certified Explosives Detection Canine Teams (EDCTs)

Negotiated by the TSA pursuant to
Aviation and Transportation Security Act, Pub. L. 107-71, 115 Stat. 597,
specifically 49 U.S.C. 114(m), and 106(l) and (m)

70T02020T9NNCP476

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ARTICLE I - PARTIES

This Other Transaction Agreement (hereinafter referred to as “Agreement” or “OTA”) is entered into between the United States of America (hereinafter referred to as the “Government”) Transportation Security Administration (hereinafter referred to as “TSA”) and Lee County Port Authority (hereinafter referred to as “Participant”). The TSA and the Participant agree to cooperate in good faith and to perform their respective obligations using their cooperative good faith efforts in executing the purpose of this Agreement.

(End of Article)

ARTICLE II - AUTHORITY

TSA and the Participant enter into this Agreement under the authority of the Aviation and Transportation Security Act, Pub. L. 107-71, 115 Stat. 597, specifically 49 U.S.C. 114(m), and 106(l) and (m), which authorizes agreements and other transactions on such terms and conditions as the Administrator determines necessary.

(End of Article)

ARTICLE III - INTRODUCTION, BACKGROUND, PURPOSE AND SCOPE

A. Introduction

The Security Operations (SO), Domestic Aviation Operations (DAO), National Explosives Detection Canine Team Program (NEDCTP) is a congressionally mandated program. The NEDCTP is a partnership between the TSA, aviation (airport, passenger, and cargo), mass transit, and maritime sectors, as well as, state and local law enforcement.

B. Background

The NEDCTP supports TSA’s mission by preparing handlers, both federal (TSA-led teams) and non-federal (state and local law enforcement-led teams), and canines to protect against terrorist attacks by deterring and detecting the introduction of explosives devices into the nation’s transportation environment.

C. Purpose of this Agreement

The purpose of this Agreement is to set forth the terms and conditions for participation in the TSA NEDCTP. The Participant and the TSA agree to provide TSA certified Explosives Detection Canine Teams (EDCT) that shall be available to respond to transportation operating systems under the jurisdiction of the Participant twenty-four (24) hours a day, seven (7) days per week, with the intent to provide maximum coverage during peak operating hours. The Participant also agrees to maintain the ability to promptly respond to threats at support facilities, rail stations, airports, passenger terminals, seaports and surface carriers that affect public safety or transportation operations. The Participant may also be called upon to support National Special Security Events. EDCTs will conduct training and other canine activities within view of the public, thereby providing a visible deterrent towards potential threats.
and actual terrorist threats and other criminal activity. The Participant agrees that these EDCTs shall be utilized at least eighty percent (80%) of their time in the transportation environment.

(End of Article)

ARTICLE IV - EFFECTIVE DATE AND TERM

The Agreement will have a one (1) year base funding period, beginning on the effective date of award. At the conclusion of the base funding period, TSA may at its sole discretion unilaterally provide four additional one (1) year funding periods, for a total of five (5) years. The TSA reserves the right to unilaterally fund the Agreements beyond this period.

(End of Article)

ARTICLE V - FUNDING AND LIMITATIONS

A. The total five year estimated cost of the TSA share for the performance of this Agreement is $681,750. The TSA share is calculated utilizing the current number of authorized EDCTs (maximum number of EDCTs that Participant has been approved for by the program) at $50,500 per team. Only funding (either full or partial) for the base year of performance is provided at the time of OTA award. Funding for remaining years will be provided via unilateral OTA modification.

B. The level of funding available to each Participant is a function of the number of active handlers.

C. An active handler is defined as a handler making progress toward operational capability (successful completion of RCTI-A or OE), is or has been certified and operational in the last forty-five (45) days, or is pending canine assignment or training from TSA. The Program may withhold funding for EDCTs that have been inactive for a minimum of forty-five (45) days.

D. Once vacancies are filled by the Participant, funds may be added through an OTA Modification. Participants shall fill vacant spots no later than 90 days after a vacancy arises or team is out of service for more than 90 days. If this is not accomplished, funding will be withheld, reduced and/or reallocated.

E. This Agreement is for the administration and completion of an approved DHS/TSA program within the program period. Agreement funds shall not be used for other purposes.

F. No transfer of funds to agencies other than those identified in the approved Agreement application shall be made without prior approval of the TSA CO.

(End of Article)

ARTICLE VI - AVAILABILITY OF FUNDS

The Government’s obligation under this Agreement is contingent upon the availability of appropriated funds from which payment for Agreement purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this Agreement and until the Entity receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of Article)
ARTICLE VII – OBLIGATION AND PAYMENTS

A. Obligation.

The Government's liability to make payments to the Awardee is limited to only those funds obligated under this Agreement or by amendment to the Agreement.

B. Limitation of Government Obligation.

The Government's share for full performance of this Agreement is $681,750. Of this amount, only $75,750 is allotted and currently available for payment. In no event is the Government obligated to reimburse the Entity for expenditures in excess of the total funds currently allotted by the Government. The Government anticipates that from time to time additional amounts will be allotted to this Agreement by unilateral modification, until the total Government share is fully funded. However, the Government cannot guarantee full funding.

The entities agree that if additional funds are not allotted, this Agreement may be terminated. The Entity is not obligated to continue performance or otherwise incur costs in excess of the amount then allotted by the Government to the Contracting Officer, plus the Entity's corresponding share (if any), until the Contracting Officer notifies the Entity in writing that the amount allotted by the Government to the Agreement is increased.

No Contracting Officer or employee of the Government may create or authorize an obligation in excess of the funds available, or in advance of appropriations (Anti-Deficiency Act, 31 U.S.C. § 1341), unless otherwise authorized by law.

(END OF ARTICLE)

ARTICLE VIII – BILLING PROCEDURE AND PAYMENT

The United States Coast Guard Finance Center ("FINCEN") performs the payment function on behalf of the TSA. Registration in the System for Award Management (SAM) is mandatory for invoice payment. The Participant shall also update their information on an annual basis. For information regarding SAM, please refer to https://www.sam.gov/SAM/.

The Participant shall submit a complete and accurate invoice detailing all monthly expenditures no later than thirty (30) days after the submission month to the TSACanineFinance@tsa.dhs.gov email address with a copy to the Field Canine Coordinator (FCC).

The Participant invoice format is acceptable. However, the invoice shall, at a minimum, include the following:

- Agreement Number – 70T02020T9NNCP476
- Invoice Date
- Invoice Number
- Name and Address of the Participant Requesting Fund Disbursement
- Point of Contact, with Address, Telephone, Fax and E-mail Contact Information
- Tax Identification Number

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SENSITIVE SECURITY INFORMATION

- Supporting Documentation to include Invoices or Other Documentation that Substantiates the Amount of Funds to be Disbursed by TSA
- Total Amount of Funds Requesting to be Disbursed by TSA
- Electronic Funds Transfer (EFT) Banking Information (If Applicable)
- Remittance Address
- Certification of Requestor, including the following language: *This is to certify that the incurred costs billed were actually expended in furtherance of this Agreement, and we understand that intentional falsification of the information contained herein may result in civil and criminal penalties under applicable federal laws and/or regulations.*
- Signature of Requestor’s Authorized Representative with Date
- Name and Address of the Participant’s facility

Reimbursement requests from the Participant shall follow these procedures:

- Detailed documentation must be attached for each reimbursement item requested, including receipts for the purchase of any items or services and payroll validation for each individual handler’s salary, benefits and overtime expenses.
- A review of the submitted expenses will be conducted by the NEDCTP COR (as the technical representative for the TSA CO) and payment will be made when approved and sent to the United States Coast Guard (USCG) Finance Center (FINCEN) for payment processing.

Invoices must be received by TSACanineFinance@tsa.dhs.gov, with a copy to the FCC, for each month of the twelve (12) month funding period, regardless of the remaining funding balance. Meaning, even if all funds are exhausted, a reimbursement package shall be sent reflecting actual costs. This is to capture the actual costs incurred for future analysis and planning of program budgets. The Participant shall not request reimbursement, incur costs or obligate funds for any purpose pertaining to the operation or activities of the program prior to, or beyond the expiration date of the OTA.

TSA will only reimburse for costs incurred in the applicable period designated within the current funding modification.

The final Request for Reimbursement must be received within ninety (90) days after the end of the applicable calendar year (CY) period (January – December) designated within the current funding modification.

Notwithstanding any other payment clause in this Agreement, the Government shall make invoice payments under the terms and conditions specified in this Article. Payment shall be considered made on the day the check is dated and deposited in the US mail, or an electronic funds transfer is completed. All days referred to in this clause are calendar days, unless otherwise specified.

*(End of Article)*
ARTICLE IX - AUDITS

TSA shall have the right to examine or audit relevant financial records for each Participant facility, while this Agreement, or any part thereof, remains in force and effect, and for a period of three years after expiration or termination of the terms of this Agreement. For each facility, the Participant shall maintain: program records, technology maintenance records, and data associated with this program, or any part thereof, remains in force and effect, and for a period of three years after the expiration or termination of this Agreement. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the “Disputes” provision in Article XIII regarding this Agreement shall be made available until such appeals are finally resolved.

As used in this provision, “records” includes books, documents and other data, regardless of type and regardless of whether such items are in written form, in the form of computer or other electronic data, or in any other form that relate to this program for each facility.

The Comptroller General of the United States shall also have access to, and the right to examine, any records involving transactions related to this Agreement.

This article shall not be construed to require the Participant, or its contractors or subcontractors who are associated with or engaged in activities relating to this OTA, to create or maintain any record that they do not maintain in the ordinary course of business pursuant to a provision of law, provided that those entities maintain records which conform to generally accepted accounting procedures.

SITE VISITS

Site Visits are a method to determine how well the NEDCTP reimbursement program is functioning and help to identify best practices, deficiencies, and mitigate issues for the betterment of the program. It is also TSA’s goal to offer assistance to industry partners in optimizing program related goals. Modifications to site visits may occur to allow for remote site visits if TSA deems it operationally feasible. Communication will be made to the Participant should this occur. The TSA may require technical oversite of some procedural aspects to be provided by the Participant.

The Participant shall maintain all records to show that EDCTs spent eighty percent (80%) of their time in the Transportation Operating System (TOS) they are assigned to. The TSA CO or their authorized representative will have the right to examine those records and will inform the Participant. The right to examine will include inspection at the office(s) of the Participant.

Objectives for Participant site visits include:

- Reviewing roles and responsibilities
- Examining Participant current status
- Discuss Program Management Tools
- Provide operational oversight
- Enlist questions and comments from the Participant

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SENSITIVE SECURITY INFORMATION

During site visits, TSA personnel will:

- Review relevant financial records (to be defined prior to visit)
- Visit the Participant kennel facility
- Visit the Participant magazine site
- Examine vehicles/property purchased with program funding.

(End of Article)

ARTICLE X – AUTHORIZED REPRESENTATIVES

The COR is responsible for the technical administration and liaison of this Agreement. The COR is not authorized to change the scope of work, to make any commitment or otherwise obligate the TSA, or authorize any changes which affect the liability of the TSA. The Participant will inform the Contracting Officer in the event that the COR takes any action which is interpreted by the Participant as a change in scope or liability to either party.

The NEDCTP Branch Manager is the Program Officer (PO) and is responsible for monitoring the completion of work and technical performance of the program or activities described in the application under the SOJO, Attachment 1, will inform the TSA CO in the event that the PO, TSA Contracting Officer Representative (COR), or other TSA official takes any action which is interpreted by the Participant as a change in scope or liability to either party.

The contact information for TSA’s representatives to the Agreement is listed below:

**NEDCTP Branch Manager (Program Officer (PO))**
Michael Gapinski, Branch Manager
Transportation Security Administration
NEDCTP
1900 Oracle Way, Suite 400
Reston, VA 20190
Phone: 703-487-0070
Email: Michael.Gapinski@tsa.dhs.gov

**TSA Contracting Officer (CO)**
Kurt Allen, Contracting Officer
Transportation Security Administration
Office of Contracting and Procurement
601 S. 12th Street
Arlington, VA 20598-6025
Phone: 571-459-3858
Email: Kurt.Allen@tsa.dhs.gov

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ARTICLE XI – LIMITATIONS ON LIABILITY

Subject to the provisions of Federal law, including the Federal Torts Claims Act, each party expressly agrees without exception or reservation that it shall be solely and exclusively liable for the acts or omissions of its own agents and/or employees and that neither party looks to the other to save or hold it harmless for the consequences of any act or omission on the part of one or more of its own agents or employees, subject to the same conditions provided above.

Participant has the affirmative duty to notify the TSA Contracting Officer in the event that Participant believes that any act or omission of a TSA agent or employee would increase Participant costs and cause the Participant to seek compensation from TSA beyond TSA’s liability as stated in Article IV.

WARNING:
This record contains Sensitive Security Information that is controlled under 49 C.F.R. Parts 15 AND 1520. No part of this record may be disclosed to persons without a “Need to Know,” as defined in 49 C.F.R. parts 15 AND 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalties or other action. For U.S. Government Agencies, public disclosure governed by 5 U.S.C. 552 and 49 C.F.R. parts 15 and 1520.
ARTICLE XII - DISPUTES

Where possible, disputes shall be resolved by informal discussion between the Contracting Officer for TSA and an authorized representative of Participant. All disputes arising under or related to this Agreement shall be resolved under this Article. Disputes, as used in this Agreement, mean a written demand or written assertion by one of the parties seeking, as a matter of right, the adjustment or interpretation of Agreement terms, or other relief arising under this Agreement. The dispute shall be made in writing and signed by a duly authorized representative of the Participant or the TSA Contracting Officer. At a minimum, a dispute under this Agreement shall include a statement of facts, adequate supporting data, and a request for relief. In the event the parties are unable to resolve any disagreement through good faith negotiations, Participant may submit the dispute to the Deputy Assistant Administrator for Contracting and Procurement. If the decision of the Deputy Assistant Administrator for Contracting and Procurement is unsatisfactory, the decision may be appealed to the TSA Assistant Administrator for Contracting and Procurement. The parties agree that the TSA Assistant Administrator/Head of the Contracting Activity for Contracting and Procurement’s decision shall be final and not subject to further judicial or administrative review and shall be enforceable and binding upon the parties.

(End of Article)

ARTICLE XIII - TERMINATION

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, by giving the other party at least thirty (30) days’ prior written notice of termination. Upon receipt of a notice of termination, the receiving party shall take immediate steps to stop the accrual of any additional obligations that might require payment.

(End of Article)
ARTICLE XIV – CHANGES AND/OR MODIFICATIONS

Changes or modifications to this Agreement shall be in writing and signed by the TSA Contracting Officer and the authorized representative of Participant. The modification shall cite the subject provision to this Agreement and shall state the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement. Reasonable administrative modifications such as changes in accounting lines, address changes, name of the TSA Contracting Officer, etc. may be issued unilaterally by TSA.

(End of Article)

ARTICLE XV – CONSTRUCTION OF THE AGREEMENT

This Agreement is issued under 49 U.S.C. §106 (1)(6) and §114(m) and is not a procurement contract, grant, cooperative agreement, or other financial assistance. It is not intended to be, nor shall it be construed as, a partnership, corporation, or other business organization. Both parties agree to provide their best efforts to achieve the objectives of this Agreement. The Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, understanding, negotiations and discussions whether oral or written of the parties. Each party acknowledges that there are no exceptions taken or reserved under this Agreement.

(End of Article)

ARTICLE XVI – PROTECTION OF INFORMATION

The parties agree that they shall take appropriate measures to protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

A. RECORDS AND RELEASE OF INFORMATION

Pursuant to 49 U.S.C. § 114(r), Sensitive Security Information and Nondisclosure of Security Activities, Sensitive Security Information (SSI) is a category of sensitive but unclassified (SBU) information that must be protected because it is information that, if publicly released, would be detrimental to the security of transportation. Under 49 Code of Federal Regulations Part 1520.5(a), the SSI Regulation also provides additional reasons for protecting information as SSI beyond the condition that the release of the information would be detrimental to the security of transportation. SSI may not be disclosed except in accordance with the provisions of that rule.

Title 49 of the Code of Federal Regulations, Part 1520 defines the scope, categorization, handling requirements and disposition of information deemed SSI is the 49 C.F.R. Part 1520 (http://ecfr.gpoaccess.gov/). All members assigned to work under this Agreement are subject to the provisions of 49 CFR Part 1520, Protection of Sensitive Security Information, and shall safeguard and handle any SSI in accordance with the policies and procedures outlined in 49 C.F.R. Part 1520, as well as the DHS and TSA policies and procedures for handling and safeguarding SSI. All members assigned to work under this Agreement must complete the TSA-mandated SSI Awareness Training.

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course prior to accessing SSI, and on an annual basis for the duration of the OTA or for the duration of the requester's need for access to SSI, whichever is later. The Agreement Holder shall place this requirement in all contracts, sub-contracts, joint venture agreements, and teaming agreements related to the performance of this agreement. For purposes of this OTA, the OTA Agreement holder (OTA Entity) would fall under the provision of 49 CFR § 1520.7(k): Each person employed by, contracted to, or acting for a covered person, including a grantee of DHS or DOT, and including a person formerly in such position.

Pursuant to 49 C.F.R. Part 1520.9(a)(3), the Agreement Holder must contact SSI@tsa.dhs.gov for guidance on handling requests to access to SSI (before using SSI materials) for any other purpose besides activities falling within the scope of the agreement by other persons, including requests from experts, consultants, and legal counsel (“requesters”) hired by the Agreement Holder. The Agreement Holder shall include the Contracting Officer (CO) and Contracting Officer Representative (COR) as a carbon copy “cc” recipient of its contact to SSI@tsa.dhs.gov. The TSA SSI office must first make a determination as to whether the requesters are a “covered person” with a “need to know” under 49 C.F.R. Parts 1520.7 and 1520.11. Further recipients of SSI shall be provided NDAs, in accordance with these contract provisions, and with a copy of the SSI Quick Reference Guide for DHS Employees and Contractors.

(Non-Disclosure Agreements (NDAs). The Contracting Officer will provide the non-disclosure form (DHS Form 11000-6), as necessary, to the Agreement holder when circumstances warrant. NDAs are required to be signed by all OTA personnel when access to SSI is necessary for performance of the agreement. By signing the NDA, the recipient certifies in writing that they will take the necessary steps to prevent the unauthorized disclosure and use of information.

Breach. In accordance with 49 C.F.R. Part 1520.9(c), the Agreement holder agrees that in the event of any actual or suspected breach of SSI (i.e., loss of control, compromise, unauthorized disclosure, access for an unauthorized purpose, or other unauthorized access, whether physical or electronic), the Agreement holder shall immediately, and in no event later than one hour of discovery, report the breach to the Contracting Officer and the COR. The Agreement holder is responsible for positively verifying that notification is received and acknowledged by at least one of the foregoing Government officials.

B. Publicity and Dissemination of Agreement Information

The Agreement holder shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this Agreement without the prior written consent of the Contracting Officer. The Agreement holder shall submit any request for public release at least ten (10) business days in advance of the planned release. Under no circumstances shall the Agreement holder release any requested submittal prior to TSA approval.

Any material proposed to be published or distributed shall be submitted via email to the Contracting Officer. The Contracting Officer will follow the procedures in TSA Management Directives 1700.3 and 1700.4. The TSA Office of the Administrator retains the authority to deny publication authorization. Any conditions on the approval for release will be clearly described. Notice of disapproval will be accompanied by an explanation of the basis or bases for disapproval.

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ARTICLE XVII – ATTACHMENTS AND GENERAL PROVISIONS

A. The following are hereby incorporated in full:

- Attachment 1: Statement of Joint Obligations (SOJO)
- Attachment 2: Kennel Facilities
- Attachment 3: Routine Veterinary Care
- Attachment 4: Canine Retirement
- Attachment 5: Explosive Detection Canine Team (EDCT) Response
- Attachment 6: Explosives Magazine and Maintenance
- Attachment 7: Remedial Training Plan (RTP)
- Attachment 8: Participant Assessments and Evaluations

B. Required Program Forms

The following forms can be found on the Canine Website System (CWS) under Resources > Blank Forms

**Administrative**
- NEDCTP Kennel Inspection Report
- Retired Service Animal Hold-Harmless Agreement

**Explosives**
- TSA Form 1908, Canine Explosive Training Aid (CETA) Sign in – Sign out Log
- TSA Form 434, Magazine Key Sign in – Sign-out Log
- TSA Form 436, CETA and Magazine Key Field Transfer Record
- TSA Form 435 - FCC Quarterly Key and Magazine Inventory
- TSA Monthly Magazine Inspection Check List

**Finance**
- Monthly Reimbursement Spreadsheet
- Utilization Certification Form

C. The following are hereby incorporated into this Agreement by reference:

1. 31 CFR 205 Rules and Procedures for Funds Transfers

(End of Article)
## ACRONYM LIST

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Definition</th>
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<tbody>
<tr>
<td>AA</td>
<td>Aggressive Assessment</td>
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<tr>
<td>ACOR</td>
<td>Alternate Contracting Officers Representative</td>
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<tr>
<td>ATFE</td>
<td>Alcohol, Tobacco, Firearms, and Explosives</td>
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<td>ATLAS</td>
<td>Advanced Threat Local Allocation Strategy</td>
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<tr>
<td>CAT</td>
<td>Computerized Tomography Scan</td>
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<td>CATS</td>
<td>Canine Accountable Training System</td>
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<td>CETAM</td>
<td>Canine Explosive Training Aid Manual</td>
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<td>ETD</td>
<td>Explosive Trace Detection</td>
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<td>Federal Bureau of Investigation</td>
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<td>Field Canine Coordinator</td>
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<td>USCG Finance Center</td>
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<td>Freedom of Information Act</td>
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<td>GAAP</td>
<td>Generally Accepted Accounting Practices</td>
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<td>Home Made Explosive</td>
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<td>IED</td>
<td>Improvised Explosive Device</td>
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<td>JBSA-L</td>
<td>Joint Base San Antonio-Lackland</td>
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<td>KTARS</td>
<td>K9 Training Aid Reporting System</td>
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<td>National Explosive Detection Canine Team Program</td>
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**SENSITIVE SECURITY INFORMATION**

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<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
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<tr>
<td>PSC</td>
<td>People/Passenger Screening Canine</td>
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<tr>
<td>PUB</td>
<td>Publication</td>
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<td>RCTI</td>
<td>Regional Canine Training Instructor</td>
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<tr>
<td>RCTI-A</td>
<td>Regional Canine Training Instructor- Assessment</td>
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<tr>
<td>RTP</td>
<td>Remedial Training Plan</td>
</tr>
<tr>
<td>SAM</td>
<td>System for Award Management</td>
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<tr>
<td>SFAM</td>
<td>Supervisory Federal Air Marshal</td>
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<tr>
<td>SOJO</td>
<td>Statement of Joint Obligations</td>
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<tr>
<td>SSI</td>
<td>Sensitive Security Information</td>
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<td>TDY</td>
<td>Temporary Duty</td>
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<tr>
<td>TOS</td>
<td>Transportation Operating System</td>
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<td>TSA</td>
<td>Transportation Security Administration</td>
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<td>USC</td>
<td>United States Code</td>
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<tr>
<td>USCG</td>
<td>United States Coast Guard</td>
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<tr>
<td>VIPR</td>
<td>Visible Intermodal Prevention and Response</td>
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End of Agreement 70T02020T9NNCP476
# BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board approve a federal grant (Airport Improvement Program Grant Agreement No. 3-12-0027-021-2020) from the Federal Aviation Administration in the amount of $404,626 for design services associated with the South Quadrant Hangars and Ramp project at Page Field (FMY).

2. **FUNDING SOURCE:** N/A

3. **TERM:** N/A

4. **WHAT ACTION ACCOMPLISHES:** Provides $404,626 of federal funding for FMY South Quadrant Hangars and Ramp project.

5. **CATEGORY:** 14. Consent Agenda

6. **ASMC MEETING DATE:** 8/18/2020

7. **BoPC MEETING DATE:** 9/3/2020

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

9. **REQUESTOR OF INFORMATION:**
   - (ALL REQUESTS)
   - **NAME:** Mark Fisher
   - **DIV.:** Development

10. **BACKGROUND:**
    
    Port Authority staff has been working diligently with FAA in an effort to secure federal grant funding for the airside improvements associated with the FMY South Quadrant Hangars and Ramp project. After many months of continued coordination between the Port Authority and FAA Orlando Airports District Office (ADO) staff, an Airport Improvement Program (AIP) Grant Agreement, No. 3-12-0027-021-2020, has been secured in the amount of $404,626 to provide 100% funding to design the airside improvements associated with the FMY South Quadrant Hangars and Ramp project. This grant consists of FMY entitlements in the amount of $364,164 and CARES local match in the amount of $40,462.
    
    As a condition of the grant offer, the FAA required the Port Authority to accept and return the grant agreement no later than July 24, 2020. In order to secure the grant agreement, the Executive Director executed it on behalf of the Port Authority and staff requests the Board ratify this action.

    Attachments:
    - Resolution
    - FAA Grant Offer Letter
    - FAA Grant

11. **RECOMMENDED APPROVAL**

<table>
<thead>
<tr>
<th>DEPUTY EXEC DIRECTOR</th>
<th>COMMUNICATIONS AND MARKETING</th>
<th>OTHER</th>
<th>FINANCE</th>
<th>PORT ATTORNEY</th>
<th>ACTING EXECUTIVE DIRECTOR</th>
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<tr>
<td>Mark R. Fisher</td>
<td>Victoria B. Moreland</td>
<td>N/A</td>
<td>Brian W. McGonagle</td>
<td>Gregory S. Hagen</td>
<td>Benjamin R Stiegel</td>
</tr>
</tbody>
</table>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**
   - APPROVED
   - APPROVED as AMENDED
   - DENIED
   - OTHER

13. **PORT AUTHORITY ACTION:**
   - APPROVED
   - APPROVED as AMENDED
   - DENIED
   - DEFERRED to
   - OTHER
RESOLUTION AUTHORIZING, ADOPTING, APPROVING, ACCEPTING AND RATIFYING THE EXECUTION OF AIRPORT IMPROVEMENT PROGRAM GRANT AGREEMENT NUMBER 3-12-0027-021-2020 BETWEEN THE UNITED STATES OF AMERICA AND LEE COUNTY BOARD OF PORT COMMISSIONERS LEE COUNTY, FLORIDA

BE IT RESOLVED by the Board of Port Commissioners, Lee County, Florida, that:

SECTION 1.
Said Lee County Board of Port Commissioners, Lee County, Florida, hereby authorizes, adopts, approves, accepts and ratifies the execution of Airport Improvement Program (AIP) Grant Agreement Number 3-12-0027-021-2020 between the Federal Aviation Administration on behalf of the United States of America and Lee County, Florida.

SECTION 2.
The execution of AIP Grant Agreement Number 3-12-0027-021-2020 on behalf of said Board of Port Commissioners, Lee County, Florida, is hereby authorized, adopted, approved, accepted and ratified.

SECTION 3.
The Executive Director of the Lee County Port Authority is hereby authorized to execute payment requests under this AIP Grant Agreement on behalf of said Lee County Board of Port Commissioners, Lee County, Florida.

SECTION 4.
The Grant Agreement referred to hereinabove shall be attached hereto and made a part of this Resolution as though it were fully copied herein.

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

John E. Manning
Ray Sandelli
Cecil L Pendergrass
Frank Mann
Brian Hamman

DONE AND ADOPTED by the Board of Port Commissioners this ________ day of __________________, 2020.

ATTEST:      BOARD OF PORT COMMISSIONERS
CLERK OF THE CIRCUIT COURT   LEE COUNTY, FLORIDA
By: ______________________________  By: _______________________________________
Deputy Clerk      Chair

Approved as to legal form and sufficiency:

By: _________________________________
Office of the Port Authority Attorney
June 25, 2020

Mr. Ben Siegel
Executive Director
Lee County Port Authority
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913-8899

Dear Mr. Siegel:

We are transmitting to you for execution the Grant Offer for Airport Improvement Program (AIP) Project No. 3-12-0027-021-2020 at Page Field in Fort Myers, Florida. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor’s authorized representative.

b. The sponsor’s authorized representative must execute the grant, followed by the attorney’s certification, no later than July 24, 2020 in in order for the grant to be valid.

c. The grant offer must be electronically signed by the sponsor’s legal signatory authority and then the grant offer will be routed via email to the sponsor’s attorney. Once the attorney has electronically attested to the grant, an email with the executed grant will be sent to all parties.

d. You may not make any modification to the text, terms or conditions of the grant offer.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Should you fail to make draws on a regular basis, your grant may be placed in “inactive” status, which will affect your ability to receive future grant offers.
Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
  1. Non-construction project: Due annually at end of the Federal fiscal year.
  2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by the Orlando Airports District Office.

Mr. Vernon Rupinta, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.
TO: Lee County Port Authority

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 16, 2020 for a grant of Federal funds for a project at or associated with Page Field, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for Page Field (herein called the “Project”) consisting of the following:

"Rehabilitate South Apron (± 2,300 S.Y.) (Design Only)"

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as “the Act”), the representations contained in the Project Application, and in consideration of (a) the Sponsor’s adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor’s acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay one hundred (100) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.
Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $404,626.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   - $0 for planning
   - $404,626 airport development or noise program implementation; and,
   - $0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

   The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

   The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States’ share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States’ share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The
report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before July 24, 2020, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term “Federal funds” means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

11. **System for Award Management (SAM) Registration and Universal Identifier.**
   
   A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at [http://www.sam.gov](http://www.sam.gov)).

   B. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at [https://sam.gov/SAM/pages/public/index.jsf](https://sam.gov/SAM/pages/public/index.jsf).

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by
$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA’s authority to increase the maximum obligation does not apply to the “planning” component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

15. Financial Reporting and Payment Requirements. The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submission of timely and accurate reports.

16. Buy American. Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

17. Maximum Obligation Increase. In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

A. May not be increased for a planning project;
B. May be increased by not more than 15 percent for development projects if funds are available;
C. May be increased by not more than 15 percent for land project if funds are available.

18. Audits for Public Sponsors. The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse’s Internet Data Entry System at http://harvester.census.gov/facweb/. Provide one copy of the completed audit to the FAA if requested.

19. Suspension or Debarment. When entering into a “covered transaction” as defined by 2 CFR §180.200, the Sponsor must:

A. Verify the non-federal entity is eligible to participate in this Federal program by:
   1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
   2. Collecting a certification statement from the non-federal entity attesting they are not excluded
or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.

B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).

C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

20. Ban on Texting While Driving.

A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
   a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
   b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. Exhibit "A" Property Map. The Exhibit “A” Property Map dated January 6, 2016, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

22. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:

   i. Gross mismanagement of a Federal grant;
   ii. Gross waste of Federal funds;
   iii. An abuse of authority relating to implementation or use of Federal funds;
   iv. A substantial and specific danger to public health or safety; or
   v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Federal office or employee responsible for oversight of a grant program;
   v. A court or grand jury;
   vi. A management office of the grantee or subgrantee; or
   vii. A Federal or State regulatory enforcement agency.

3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General — Actions, limitations and exceptions of the inspector General’s office are established under 41 U.S.C. § 4712(b)

6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

23. 2018 FAA Reauthorization. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at https://www.congress.gov/bill/115th-congress/house-bill/302/text.
The Sponsor’s acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor’s acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

(Signature)
Bart Vernace
(Typed Name)
Manager
(Title of FAA Official)
PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this 26th day of 06/2020.

Lee County Port Authority

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: Benjamin R. Siegel

(Typed Name of Sponsor's Authorized Official)

Title: Acting Executive Director

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Gregory S. Hagen, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Fort Myers, Florida (location) this 26th day of June, 2020.

By: [Signature of Sponsor’s Attorney]

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.
ASSURANCES
PLANNING AGENCY SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.

2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.

3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:


   It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

   FEDERAL LEGISLATION

   e. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin)

March, 2014
### EXECUTIVE ORDERS

- Executive Order 12372 - Intergovernmental Review of Federal Programs

### FEDERAL REGULATIONS

- 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- 2 CFR Part 1200 - Nonprocurement Suspension and Debarment
- 14 CFR Part 13 - Investigative and Enforcement Procedures
- 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.
- 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- 49 CFR Part 32 - Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
**Specific Assurances**

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

**Footnotes to Assurance C.1.**

1. These laws do not apply to airport planning sponsors.
2. These laws do not apply to private sponsors.
3. 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
4. On December 26, 2013 at 78 FR 78590 the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
5. Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
6. Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. **Responsibility and Authority of the Sponsor.**

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant’s governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

3. **Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.

4. **Preserving Rights and Powers.**

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary
5. **Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies in the planning area.

6. **Accounting System, Audit, and Record Keeping Requirements.**

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

7. **Planning Projects.**

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the Sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

March, 2014
h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not mean constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

8. Reports and Inspections.

It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request.


It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

b. Applicability

1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor’s program or activities, these requirements extend to all of the sponsor’s programs and activities.

2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

4) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

5) So long as the sponsor retains ownership or possession of the property.
a.) Required Solicitation Language.

b.) It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“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 and airport concession 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.”


1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. **Engineering and Design Services.**
   It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

11. **Foreign Market Restrictions.**
   It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

12. **Policies, Standards, and Specifications.**
   It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary.

13. **Disadvantaged Business Enterprises.**
   The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient’s DBE program, as required by 49 CFR Parts 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. § 3801).
**Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects**

Updated: 4/18/2019

View the most current versions of these ACs and any associated changes at: [http://www.faa.gov/airports/resources/advisorv_circulars](http://www.faa.gov/airports/resources/advisorv_circulars) and [http://www.faa.gov/regulations_policies/advisory_circulars/](http://www.faa.gov/regulations_policies/advisory_circulars/)

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<td>Specification for L-821, Panels for the Control of Airport Lighting</td>
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<td>Specification for L-853, Runway and Taxiway Retro reflective Markers</td>
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<td>Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories</td>
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<td>Specification for Obstruction Lighting Equipment</td>
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<td>Specification for Series to Series Isolation Transformers for Airport Lighting Systems</td>
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<td>Specification L-854, Radio Control Equipment</td>
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<td>Specification for Portable Runway and Taxiway Lights</td>
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<td>Specification for Discharge-Type Flashing Light Equipment</td>
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<td>Generic Visual Glideslope Indicators (GVGI)</td>
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<td>Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems</td>
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<td>Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure</td>
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<td>150/5345-56B</td>
<td>Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)</td>
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<td>Airport Terminal Planning</td>
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<td>150/5360-14A</td>
<td>Access to Airports By Individuals With Disabilities</td>
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<td>Operational Safety on Airports During Construction</td>
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<td>Use of Nondestructive Testing in the Evaluation of Airport Pavements</td>
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<td>Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt</td>
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<td>150/5370-15B</td>
<td>Airside Applications for Artificial Turf</td>
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<td>Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements</td>
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<td>Airside Use of Heated Pavement Systems</td>
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<td>Seaplane Bases</td>
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### THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

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<td>Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects</td>
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<td>Use of Value Engineering for Engineering Design of Airport Grant Projects</td>
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<td>Airfield Pavement Surface Evaluation and Rating Manuals</td>
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<td>Quality Management for Federally Funded Airport Construction Projects</td>
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<td>Guidelines and Procedures for Maintenance of Airport Pavements</td>
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<td>Airport Pavement Management Program</td>
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<td>150/5380-9</td>
<td>Guidelines and Procedures for Measuring Airfield Pavement Roughness</td>
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</table>
1. **REQUESTED MOTION/PURPOSE:** Request Board authorize a contract amendment with AECOM Technical Services, Inc. in the amount of $673,391 to perform design services associated with the Page Field (FMY) South Quadrant Hangars and Ramp project.

2. **FUNDING SOURCE:** Federal Aviation Administration Grant 3-12-0027-021-2020; Florida Department of Transportation Grant 446314; net revenues from Page Field Account No. 20860941238.506510.20

3. **TERM:** Five Years

4. **WHAT ACTION ACCOMPLISHES:** Provides for the Design of the South Quadrant Hangars and Ramp Project at Page Field (FMY)

5. **CATEGORY:** Consent Agenda

6. **ASMC MEETING DATE:** 8/18/2020

7. **BoPC MEETING DATE:** 9/3/2020

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

9. **REQUESTOR OF INFORMATION:**
   (ALL REQUESTS)
   
   NAME: Mark Fisher

   DIV: Development

10. **BACKGROUND:**

In 2020 the current wait list for hangar storage at FMY is 130 aircraft, consisting of 8.5% bulk/group hangar storage requests and 92.5% individual T-hangar requests. New T-hangars are needed to provide additional hangar capacity on the airport to meet the current demand. As such, the FAA, FDOT and Board adopted FMY Airport Layout Plan depicts adding hangars and ramp in the southeast corner of the airport.

There are also existing hangars in the south-central area of FMY (commonly referred to as the “B-Hangars”) that are aging. In order to address the issue of these aging hangar facilities, a study was conducted by Atkins/KTA that determined that the cost to repair/rebuild these B-Hangars to current code requirements would be greater than the cost of demolishing the existing B-Hangars and building a new hangar complex.

Therefore, Port Authority staff plans to construct new hangars in the southeast corner of FMY, which would then become available for existing B-Hangar tenants to relocate to the new hangars, thereby allowing for the demolition and construction of a new B-Hangar complex.

On September 6, 2018, the Board selected AECOM Technical Services as the top ranked firm to act as the Design Manager for the Page Field (FMY) South Quadrant Hangars and Ramp project.

11. **RECOMMENDED APPROVAL**

<table>
<thead>
<tr>
<th>DEPUTY EXEC DIRECTOR</th>
<th>COMMUNICATIONS AND MARKETING</th>
<th>OTHER</th>
<th>FINANCE</th>
<th>PORT ATTORNEY</th>
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<tr>
<td>Mark R. Fisher</td>
<td>Victoria B. Moreland</td>
<td>N/A</td>
<td>Brian W. McGonagle</td>
<td>Gregory S. Hagen</td>
<td>Benjamin R. Siegel</td>
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12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

   - APPROVED
   - APPROVED as AMENDED
   - DENIED
   - OTHER

13. **PORT AUTHORITY ACTION:**

   - APPROVED
   - APPROVED as AMENDED
   - DENIED
   - DEFERRED to
   - OTHER
Staff has negotiated a scope of work to design the project, as well as the required surveying, geological and environmental evaluation for fees totaling $673,391, with 13.36% going to a DBE sub-consultant company.

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

Attachments:
Exhibit
Contract Amendment
FMY South Quad Hangars & Ramp
FMY South Quad Hangars & Ramp
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: FMY South Quadrant Hangars and Ramp – Phase 1 Design

Reasons for Amendment:

☐ Programmed CIP Project(s)
☐ Unforeseen Site Conditions
☐ Design Change
☐ Safety Considerations
☐ Other

Budgeted Task/Work
Error/Omission in Plans/Specs
Owner Requested
Cost Benefit to Project

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

Acceptance

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

AECOM Technical Services, Inc.

ARCHITECT/ENGINEER ACCEPTANCE

Steven Henriquez

FDOT: ____________________________
FDOT Representative

FAA: ____________________________
FAA Representative

Approved as to Form: ____________________________
Port Attorney

LEE COUNTY PORT AUTHORITY AUTHORIZATION

☐ By: ____________________________
Executive Director or Designee

☑ Board Item By: ____________________________
Chair - Lee County Port Authority Board of Port Commissioners
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.)

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<th>Service or Work to be Performed</th>
<th>Name, Address, Phone and e-mail of Individual or Firm</th>
<th>Estimated Dollar Value of Subcontracted Work</th>
<th>DBE, WBE, or MBE (yes or no)</th>
<th>If Yes, Estimated Dollar Value of DBE/WBE/MBE Work</th>
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### EXHIBIT B - CONTRACT SUMMARY

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**CONTRACT TOTALS**

|                   | $ -    | $ -         | $ -         | $ -        | $109,755.00 | $ -         | $783,146.00 | $109,755.00 | $673,391.00 |

*Board-approved Level 4 - $100,000 11/3/16*
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Page 3 of 3
TASK 4 – FMY SOUTH QUADRANT HANGARS AND RAMPS

PHASE 1 DESIGN

A. OBJECTIVE

A planning study for the Page Field (FMY) South Quadrant Hangars and Ramp development program has been completed. Development is proposed in three phases. This task is for design services of the initial Phase 1 development.

B. PROJECT DESCRIPTION

South Quadrant Hangars and Ramps – Phase 1

The Phase 1 build-out includes the 4,000 sf± General Aviation Center (GAC) building relocation, new restroom area and drainfield, removal of a small forested area within the runway approach, extension of the pond adjacent to the self-serve fuel facility to allow space for the septic tank and drainfield, new pavement areas including landside parking for the new GAC and additional airside ramp pavement, removal and replacement of the asphalt area over concrete, removal of excess landside pavement, pavement seal coating, taxilane markings and tie-downs, and the construction of both T-Hangars and Box Hangars. See sheet C-01 attached for Phase 1 build out.

Although not shown on sheet C-01, Phase 1 also includes the demolition of the existing Bravo hangars located in the South Quad including the remarking of taxilanes and tie-downs within the existing pavement and existing building foundations.

The results of this concept yield approximately forty-two (42) Nested 42’ x 34’ T-Hangars, twelve (12) 48’ x 41’ Box Hangars and 26 aircraft tie-down positions. Once the existing Bravo Hangars are demolished, an additional 25 to 30 tie-down positions can be located on the existing building foundations and apron with only minor improvements.

The above described improvements are hereinafter called the PROJECT.
C. SERVICES BY THE ENGINEER

1. AECOM will be leading all the design efforts and will provide all services necessary to manage the design team including the following:

   a) Develop and maintain regular communication with AECOM, subconsultants and LCPA personnel.
   b) Develop and maintain regular project management and coordination between team members.
   c) Coordinate and arrange project kick-off meeting, design charrette, all on-site progress meetings and design review meetings.
   d) Attend project kick-off meeting, design charrette, all on-site progress meetings and design review meetings.
   e) Coordinate and lead regularly scheduled design team progress meetings.
   f) Coordinate and arrange for all design phase submittal deliverables.
   g) Oversee the regular administration tasks throughout the design period.

2. AECOM will provide all services necessary to develop the plans and specifications for the following:

   a) Civil / Site Design Services including:
      
      i. Existing Conditions Documentation, basis of design and narrative
      ii. Site Layout Plans
      iii. Site Grading and Drainage (storm water control plans, drainage from site out to retention pond, etc.)
      iv. Stormwater Systems, including Erosion Control
      v. Site Utilities (potable water, fire hydrants, fire sprinkler water)
      vi. Site Signage and Stripping Plans
      vii. Apron, Runway and Parking Lot Pavements and Sidewalks
      viii. Site Fencing and Security Plans – Civil aspects of security systems (such as gate control) to be coordinated with LCPA

   b) Civil and site permitting assistance.
   c) Specifications for geotechnical engineering and surveyor statement of work will be subcontracted to AECOM.
   d) T-hangars and Box-hangars: AECOM will provide the design documents for the T-Hangar buildings based on having the manufacturer of the building complete final design and permitting of the buildings and building foundations. AECOM
will provide interior electrical drawings to 90% completion. The design/build portion of the hangar buildings will include size, number of hangars, square footage of hangars in sufficient detail to allow the builder to complete the final design of the buildings.

e) GAC demolition documents will be record drawings provided by LCPA or simple photographs of the building. AECOM will complete a pre-demo survey of the building to determine if any of the existing materials are hazardous and require remediation with the demolition process.

f) 7460-1 for all buildings as required by FAA

g) Cost Estimate Reviews and Coordination

h) Site related design permit / review

3. AECOM, along with subconsultant GMA Architects, a Fort Myers architectural design partner, will provide all services necessary to develop the plans and specifications for the following:

   a) Architectural documentation of an +/- 4000sf General Aviation Center including:

      i. AECOM/GMA will develop the floor plans based on LCPA requirements, and input during the design kick-off charrette. GMA lead architect will attend this charrette. Once floor plans are complete, GMA will prepare construction documents.

      ii. Production of construction documents (i.e.: drawings, specifications, basis of design narrative, etc.) for the building based upon a developed floor plan including:

             (1) Life Safety Plans
             (2) Floor Plans
             (3) Ceiling Plans
             (4) Roof Plans
             (5) Exterior Elevations
             (6) Building & Wall Sections
             (7) Enlarged Plans & Details
             (8) Finish Schedule and Legends
             (9) Exterior & Interior Building Signage Plans
             (10) Discipline coordination with

                    (a) Civil Site
                    (b) Structural
                    (c) Mechanical – HVAC Systems
(d) Mechanical – Plumbing Systems
(e) Fire Protection Systems
(f) Electrical – Power and Lighting
(g) Electrical – Communications
(h) Septic Tank and Drainfield
(i) Cost Estimator

b) Building permitting assistance
c) Cost Estimate Reviews and coordination

4. AECOM, along with subconsultant GMA, will design the pilot restrooms and will provide all services necessary to develop the plans and specifications for the following:

a) Architectural floor plan design and development of a two-room unisex restroom building including:

i. Floor plans, roof plans, elevations and building sections based on LCPA requirements, and input during the design kick-off charrette. Once floor plans are complete, AECOM/GMA will prepare construction documents.

ii. Architectural documentation of the facility including:

(1) Floor Plans
(2) Ceiling Plans
(3) Roof Plans
(4) Exterior Elevations
(5) Building & Wall Sections
(6) Enlarged Plans & Details
(7) Finish Schedule and Legends
(8) Exterior & Interior Building Signage Plans
(9) Discipline coordination with:

(a) Civil Site
(b) Structural
(c) Mechanical – HVAC Systems
(d) Mechanical – Plumbing Systems
(e) Electrical – Power and Lighting
(f) Cost Estimate Reviews and Coordination
(g) Septic Tank and Drainfield
5. AECOM, along with subconsultant Johnson Engineering of Ft. Myers, will be leading the environmental services. We have previously completed a Phase 1 audit of the site and FLUCFCS mapping. We will be preparing a protected species survey (PSS) and FAA CATEX documentation should it be required by FAA.

6. AECOM, along with subconsultant E.F. Gaines Surveying Services, Inc. of Ft. Myers, will be completing the site topographic and cross-section survey required for the final design. Previously surveyed limits will be extended as required for proper project design.

7. AECOM, along with subconsultant GFA International, Inc., will complete the design geotechnical program required for the proper design of the project.

8. For the above referenced work, we proposed the following design submittals will be made:
   - 15% Preliminary Planning Document (PPD) Design Submittal
   - 45% Design Submittal
   - 70% Design Submittal
   - 100% Design Submittal
   - Final Construction Documents

9. In addition, we plan for attendance by the following people at the following design related milestone meetings, user interview, review conferences to be held at RSW or FMY:
   a) **Project Kick-Off Meeting / Design Charrette**
      A full team meeting near the site is crucial to kick off the project. Attendees will include the Program Manager, Project Manager, Architect, Civil Engineer, Structural Engineer, Mechanical Engineer, Fire Protection Engineer and Electrical Engineer.
      In conjunction with the kick-off meeting there will be sessions with our Survey partner and Geotechnical consultants to review the project site and ensure that all pertinent data and approvals are in place.
   b) **15% PPD Review Meeting**: This is a critical review meeting with the Users and the technical reviewers from all stakeholders (LCPA, FDOT and airport staff) since this document sets the project requirements. Attendees will include the Project
Manager, Architect, Civil Engineer, Structural Engineer, Mechanical Engineer, Fire Protection Engineer, Electrical Engineer.

c) **45% Design**
Review Meeting: Attendees will include the Project Manager, Architect, Civil Engineer, Structural Engineer, Mechanical Engineer, Fire Protection Engineer, Electrical Engineer.

d) **70% Design**
Review Meeting: Attendees will include the Project Manager, Architect, Civil Engineer, Structural Engineer, Mechanical Engineer, Fire Protection Engineer, Electrical Engineer.

e) **100% Design**
Review Meeting: Attendees will include the Project Manager, Architect and Civil Engineer.

10. Qualification of Proposal

a) A pre-demo investigation of the existing GAC will be completed to determine if the building is free of asbestos or other hazardous materials. No environmental remediation services are included in this scope.
b) The site is free of contamination.
c) Wetlands and/or endangered species are not present on the site.
d) Stormwater permits will only be required from the South Florida Water Management District and Lee County.
e) The building design will not be to a LEED certification requirement.
f) All drawings will be prepared in Autocad.
g) Modifications or extension of off-site utilities will not be required. Only utility connections support building and hangar construction if required.
h) The project does not require any security system design beyond security fencing and gates.
i) Site and building permitting included in the work scope only include coordination with local stormwater management, utilities and building departments.
j) Domestic water and fire protection are available for connection without any upgrade requirements.
k) Landscaping and irrigation are not required beyond sodding of graded areas.
l) Preparation of bid documents will be for one bid. Separation into multiple bid packages is considered additional services.
m) All permit fees will be paid through an allowance and will be incorporated into the LCPA/AECOM design contract and fee.
D. DELIVERABLES

At the conclusion of this Task, deliverables include the following:

- Final Construction Documents - Design Plans, Specifications, Engineer Report and Cost Estimates
- Field and laboratory soils data
- Field survey

E. PROJECT SCHEDULE

It is anticipated that all work under this agreement will be completed within 300 calendar days upon receipt of Notice to Proceed (NTP). Tentative submittal time frames are:

<table>
<thead>
<tr>
<th>SUBMITTAL</th>
<th>DAYS FROM NTP</th>
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<tbody>
<tr>
<td>15% Preliminary Document</td>
<td>90 Calendar Days</td>
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<tr>
<td>45% Design Submittal</td>
<td>150 Calendar Days</td>
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<tr>
<td>70% Design Submittal</td>
<td>225 Calendar Days</td>
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<tr>
<td>100% Design Submittal</td>
<td>270 Calendar Days</td>
</tr>
<tr>
<td>Final Construction Document</td>
<td>300 Calendar Days</td>
</tr>
</tbody>
</table>

F. FEE

The fee for this task is a lump sum amount. The fees also include, but are not limited to, meetings, facsimiles, direct expenses, postage, delivery, computer plots and work printing.

Task Total Lump Sum $ 673,391
1. REQUESTED MOTION/PURPOSE: Request Board authorize a Contract Amendment with Owen-Ames-Kimball Company in the amount of $101,750 to provide Construction Manager/General Contractor (CM-GC) Preconstruction Services for the Page Field (FMY) South Quadrant Hangars and Ramp Project.

2. FUNDING SOURCE: Florida Department of Transportation Grant 446314; net revenues from Page Field Account No. 20860941238.506510.20

3. TERM: Five Years

4. WHAT ACTION ACCOMPLISHES: Provides for Construction Manager/General Contractor preconstruction services for the South Quadrant Hangars and Ramp project at Page Field (FMY).

5. CATEGORY: 16. Consent Agenda

6. ASMC MEETING DATE: 8/18/2020


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

9. REQUESTOR OF INFORMATION:
   - (ALL REQUESTS)
   - NAME: Mark Fisher
   - DIV: Development

10. BACKGROUND:

On September 6, 2018, the Board approved a professional services contract with Owen-Ames-Kimball Company that serves as the basis for activities to provide preconstruction, construction management, and other general contracting services for the South Quadrant Hangars and Ramp Project at FMY. This contract amendment provides for preconstruction services including estimating review, constructability review and analysis, and construction activity planning. Staff has negotiated fees for this Task that total $101,750.

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

Attachments:
   - Contract Amendment

11. RECOMMENDED APPROVAL

<table>
<thead>
<tr>
<th>DEPUTY EXEC DIRECTOR</th>
<th>COMMUNICATIONS AND MARKETING</th>
<th>OTHER</th>
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<tbody>
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<td>Mark R. Fisher</td>
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<td>N/A</td>
<td>Brian W. McGonagle</td>
<td>Gregory S. Hagen</td>
<td>Benjamin R Siegel</td>
</tr>
</tbody>
</table>

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

   - APPROVED
   - APPROVED as AMENDED
   - DENIED
   - OTHER

13. PORT AUTHORITY ACTION:

   - APPROVED
   - APPROVED as AMENDED
   - DENIED
   - DEFERRED to
   - OTHER
FMY South Quad Hangars & Ramp
→ FMY South Quad Hangars & Ramp
LEE COUNTY PORT AUTHORITY
LOQ 18-06 South Quadrant Hangars and Ramp
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 for 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: FMY South Quadrant Hangars and Ramp – Pre-construction Services**

**Reasons for Amendment:**
- ☑ Programmed CIP Project(s)
- ☐ Unforeseen Site Conditions
- ☐ Design Change
- ☐ Safety Considerations
- ☐ Other ______________________
- ☐ Budgeted Task/Work
- ☐ Error/Omission in Plans/Specs
- ☐ Owner Requested
- ☐ Cost Benefit to Project

**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

**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.

OWEN-AMES-KIMBALL COMPANY

[Signature]

David Dale

LCPA PROJECT MANAGER RECOMMENDATION (If Applicable)

N/A

FDOT: ________________________ FAA: ________________________ N/A

FDOT Representative FAA Representative

Approved as to Form: ________________________

Port Attorney

LEE COUNTY PORT AUTHORITY AUTHORIZATION

☐ By: ________________________ Executive Director or Designee

☐ Board Item

By: ________________________

Chair - Lee County Port Authority Board of Port Commissioners
EXHIBIT A – SUBCONSULTANT/SUBCONTRACTOR INFORMATION

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.)

<table>
<thead>
<tr>
<th>Service or Work to be Performed</th>
<th>Name, Address, Phone and e-mail of Individual or Firm</th>
<th>Estimated Dollar Value of Subcontracted Work</th>
<th>DBE, WBE, or MBE (yes or no)</th>
<th>If Yes, Estimated Dollar Value of DBE/WBE/MBE Work</th>
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<tbody>
<tr>
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Page 2 of 2
### EXHIBIT B - CONTRACT SUMMARY

Owen-Ames-Kimball Company  Contract No. 8087

<table>
<thead>
<tr>
<th>#</th>
<th>Task</th>
<th>Contract Budget</th>
<th>Project Adjustments</th>
<th>Other Adjustments</th>
<th>This Contract Adjustment</th>
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<th>TA Issued $100,000 Level</th>
<th>TA Issued $100,000 Level</th>
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<td>2</td>
<td>Pre-con Services</td>
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**CONTRACT TOTALS**

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<td>$ -</td>
<td>$ 109,462.00</td>
<td>$ -</td>
<td>$ 101,750.00</td>
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<td>$ -</td>
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FMY South Quadrant Hangars and Ramps - Pre-Construction Services

OBJECTIVE

The objective shall be to assist the Port Authority in the timely delivery and successful completion of design and pre-construction phase services necessary to initiate construction of Phase 1 improvements associated with the South Quadrant Hangars and Ramps project located at the Page Field General Aviation Airport in Fort Myers, Florida.

DESCRIPTION

The anticipated scope of Phase 1 construction work is based on information provided by the Port Authority in the form of AECOM scope of services and is outlined below.

The Phase 1 build-out includes the 4,000 sf± General Aviation Center (GAC) building relocation, new restroom area and drainfield, removal of a small forested area within the runway approach, extension of the pond adjacent to the self-serve fuel facility to allow space for the septic tank and drainfield, new pavement areas including landside parking for the new GAC and additional airside ramp pavement, removal and replacement of the asphalt area over concrete, removal of excess landside pavement, pavement seal coating, taxilane markings and tie-downs, and the construction of both T-Hangars and Box Hangars.

Phase 1 also includes the demolition of the existing Bravo hangars located in the South Quad including the remarking of taxilanes and tie-downs within the existing pavement and existing building foundations.

BASIC SERVICES

During the pre-construction phase activities, the CM/GC will lend its construction expertise to the Project Team comprised of the Port Authority retained Architect/Engineer (A/E) and its sub consultants, as well as Port Authority staff.

The CM/GC will provide estimating review, constructability review and analysis, construction activity planning including participation in phasing plan development and complete project pricing services.

The CM/GC will provide the basic services described below to accomplish the Objective and Description outlined above for the design of the Phase 1 project. These services will include, but not be limited to:

1. Attendance at all design meetings and/or working group meetings as needed, including necessary meetings with the airport director. Attendance at FAA or FDOT meetings is included.
2. Review and provide comments on engineers overall project budget, airfield pavement rehabilitation recommendations & disclosed information about existing conditions at the project location.
3. Attend all Port Authority Port Board and Airport Special Management Committee meetings in which items of business pertinent to the project are presented.
Design Phase Activities

Design activities upon delivery of 15%, 45%, 70% & 100% plans:

1. Provide review of engineer’s estimates of costs at the 15%, 45%, 70% and 100% levels.
2. Review schedule and advise the Port Authority of any items inconsistent with the intent that in the judgment of the CM/GC, could jeopardize the planned target date or project budget.
3. Participate with the Project Team in constructability efforts as needed to affect both adherence to budgetary requirements as may be possible and to investigate improvements in project program through design modifications.
4. Review all design documents for compliance with applicable laws, rules, codes, design standards, and ordinances. Utilize expertise to identify possible code issues within the documents.
5. Provide recommendations of the timing of the release of drawings and specifications, taking into consideration such factors as time of performance, availability of labor, as well as Port Authority’s requirements, etc. Recommend when applicable any necessary fast-track approaches or early award packages for certain project elements.
6. Provide to the A/E a detailed Construction Activity Schedule for publication of plans and specifications to be utilized during the bidding phase.
7. Not later than completion of 45% design drawings, provide to the Project Team a listing of proposed bid phase activities to be taken by the CM/GC in soliciting of trade bids for the work. Such plan may include, but not be limited to, fulfillment of minimum advertising requirements for bidding, identifying quantities of plans and specifications needed for effective bidder use and Port Authority requirements, publication of bidding through construction industry media, consideration for specific encouragement of DBE bidders, and establishment of bid times and manner of receipt of bids.

FEE

Included within the professional services fee is the cost of meetings, long distance telephone calls, facsimiles, technology including software and hardware usage, postage, delivery services, and other direct expenses.

Billing of the professional services fee is to be based on a monthly percent complete proportional with the scope of work and its respective total lump sum fee.

Specifically Included: Document review, stated meeting attendance and input on construction and safety methods

Specifically Excluded: Bidding Phase Services

TOTAL LUMP SUM: $ 101,750
1. REQUESTED MOTION/PURPOSE: Request Board authorize a Total Project Budget in the amount of $23,088,124 for all contracts to complete the RSW Airside Pavement Rehabilitation Project.

2. FUNDING SOURCE: Federal Aviation Administration Grant 3-12-0135-56-2020 (Pending Receipt); Florida Department of Transportation Grant 431367; Passenger Facilities Charges; RSW Construction Account 21859341234.506540

3. TERM: N/A

4. WHAT ACTION ACCOMPLISHES: Provides funding authorization to complete the project.

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

9. REQUESTOR OF INFORMATION:
   (ALL REQUESTS)
   NAME Mark Fisher
   DIV. Development

10. BACKGROUND:

Southwest Florida International Airport has a network of airside pavement infrastructure that has been constructed at various times from as early as 1979 (during the original RSW construction) through 2005 (as part of the Midfield Terminal construction). In order to perform the necessary rehabilitative measures to correct existing pavement distresses, the Port Authority has embarked on a program that involves the rehabilitation of certain airfield pavements including Parallel Taxiway F, its adjacent connector taxiways, and segments of Parallel Taxiway A and Taxiway G2, as well as airfield lighting upgrades. Also included in the scope of the program is a new airfield electrical vault that will serve to reduce the burden on the existing vault and more efficiently serve the needs of future airfield electrical demands.

As with all Port Authority Development contracts, all Tasks are contingent on the availability of funds and the issuance of written Task Authorizations in accordance with Board approved contracts. Only tasks authorized can be billed by and paid to any contract holder.

11. RECOMMENDED APPROVAL

<table>
<thead>
<tr>
<th>DEPUTY EXEC DIRECTOR</th>
<th>COMMUNICATIONS AND MARKETING</th>
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<td>N/A</td>
<td>Brian W. McGromagle</td>
<td>Gregory S. Hagen</td>
<td>Benjamin R. Siegel</td>
</tr>
</tbody>
</table>

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:
   - APPROVED
   - APPROVED as AMENDED
   - DENIED
   - OTHER

13. PORT AUTHORITY ACTION:
   - APPROVED
   - APPROVED as AMENDED
   - DENIED
   - DEFERRED to
   - OTHER
| Project Name: | RSW Rehabilitation of Taxiways A, F and G2  
|             | RSW New Airfield Lighting Vault |

**Project Description:**  
This project consists of the rehabilitation of approximately 200,500 SY of bituminous aircraft taxiway pavement, airfield lighting & signage replacement and associated site work elements including Hot Spot 2 mitigation. This project also consists of the construction of a new Airfield Lighting Vault (approximately 2,250 SF). Procurement and installation of a backup vault generator and propane tanks along with various site work and security improvements is also included as part of the project.

**BUDGET SUMMARY:**

### Design/Permitting:

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<th>Description</th>
<th>Amount</th>
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<td>CM/GC Pre-construction</td>
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<td><strong>TOTAL DESIGN/PERMITTING</strong></td>
<td><strong>$3,368,108.47</strong></td>
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### Construction Rehabilitation of Taxiways A, F and G2:

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<td>CM Construction Management</td>
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<td>Construction Contingency</td>
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<td><strong>TOTAL CONSTRUCTION</strong></td>
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### Construction New Airfield Lighting Vault:

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<tr>
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<tr>
<td>CM/GC Construction</td>
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<td>CEI Services</td>
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<td>Construction Contingency</td>
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**Total Project Budget**  

<table>
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<tr>
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<th>Amount</th>
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</thead>
<tbody>
<tr>
<td><strong>Total Project Budget</strong></td>
<td><strong>$23,088,124</strong></td>
</tr>
</tbody>
</table>

*All project costs shall be expanded below the Board approved Total Project Budget. Any costs over the Board approved Total.
RSW Rehabilitation of Taxiways A, F & G2 & New Electrical Vault
REQUESTED MOTION/PURPOSE: Request Board authorize execution of a contract amendment with Owen-Ames-Kimball Company in the amount of $2,382,138 to provide Construction Management and Construction Engineering Inspection Services associated with the Rehabilitation of Airside Pavement Project at RSW.

FUNDING SOURCE: Federal Aviation Administration Grant 3-12-0135-56-2020 PENDING RECEIPT; Florida Department of Transportation Grant 431367; Passenger Facilities Charges; RSW Construction Account 21859341234.506510.50

TERM: Five Years

WHAT ACTION ACCOMPLISHES: Provides Construction Management and Construction Engineering Inspection Services for the project.

AGENDA:
- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

REQUESTOR OF INFORMATION:
(ALL REQUESTS)
NAME: Mark Fisher
DIV.: Development

BACKGROUND:
Southwest Florida International Airport (RSW) has a network of airside pavement infrastructure that has been constructed at various times from as early as 1979 (during the original RSW construction) through 2005 (as part of the Midfield Terminal construction). In order to perform the necessary rehabilitative measures to correct existing pavement distresses, the Port Authority has embarked on a program that involves the rehabilitation of certain airfield pavements including Parallel Taxiway F, its adjacent connector taxiways, and segments of Parallel Taxiway A and Taxiway G2, as well as airfield lighting upgrades.

As the Board selected Construction Manager, Owen-Ames-Kimball has completed preconstruction services during the design phase activities and assisted in the competitive bidding of the project for construction. As a result, staff has negotiated a contract for Owen-Ames-Kimball to provide Construction Management and Construction Engineering Inspections services during the construction of Taxiway F, Taxiway A, and Taxiway G2. These services include:

- Acting as an extension of staff, Owen-Ames-Kimball will provide general oversight of all aspects of the construction phase.

RECOMMENDED APPROVAL

SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:
- APPROVED
- APPROVED as AMENDED
- DENIED
- OTHER

PORT AUTHORITY ACTION:
- APPROVED
- APPROVED as AMENDED
- DENIED
- DEFERRED to
- OTHER
Background (continued)

- Project schedules and budgets
- Schedule and conduct preconstruction and weekly progress meetings
- Coordination with the FAA and FDOT on all matters
- Insure compliance with all LCPA agreements
- Review of shop drawings
- Review and processing of construction pay applications
- Field design changes and engineering review
- Perform quality assurance testing
- DBE tracking and reporting
- Project inspections
- Dispute resolution

As a result of negotiations, a Contract Amendment is requested in the amount of $2,382,138, $837,480 of which will be paid to local sub consultant firms, and $217,980 will be paid to DBE firms.

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

Attachments:
- Exhibit
- Contract Amendment
RSW Rehabilitation of Taxiways A, F & G2 & New Electrical Vault
Project Contract Structure

FAA Funding
Airfield Paving/Lighting Work

LCPA

PFCs & FDOT Funding
New Electrical Vault Work

Engineering (CA)
Kimley Horn

Construction Mgr/
CEI
OAK

Low Bid
General Contractor
TBD

Construction Mgr/
General Contractor
OAK

Low Bid
Subcontractors
TBD

Engineering (CA)
Kimley Horn

CEI
Michael Baker
LEE COUNTY PORT AUTHORITY
LOQ 16-06 Rehabilitation of Airside Paving
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 for 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 Rehabilitation of Airside Paving – Construction Management for Rehabilitation of Taxiways A, F, and G2

(1) **Reasons for Amendment:**
- [☐] Programmed CIP Project(s)
- [☐] Unforeseen Site Conditions
- [☐] Design Change
- [☐] Safety Considerations
- [☐] Other

(2) **Method of Negotiating Price of Work:**
- [☐] Lump Sum
- [☐] Time and Materials
- [☐] Unit Prices
- [☐] Hourly plus expenses
- [☐] Other

(3) **Method of Negotiating Time of Work:**
- [☐] Consultant/Contractor Records
- [☐] Cost plus fixed fee
- [☐] Force Account

(4) **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.

**OWEN-AMES-KIMBALL COMPANY**

**Acceptance**

David Date

**LCPA PROJECT MANAGER RECOMMENDATION (If Applicable):**

N/A

FDOT: ___________________________ FAA: ___________________________

FDOT Representative FAA Representative

Approved as to Form: ___________________________

Port Attorney

**LEE COUNTY PORT AUTHORITY AUTHORIZATION**

[☐] By: ___________________________

Executive Director or Designee

[☐] Board Item By: ___________________________

Chair - Lee County Port Authority Board of Port Commissioners
EXHIBIT A – SUBCONSULTANT/SUBCONTRACTOR INFORMATION

CA No. 14

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.)

<table>
<thead>
<tr>
<th>Service or Work to be Performed</th>
<th>Name, Address, Phone and e-mail of Individual or Firm</th>
<th>Estimated Dollar Value of Subcontracted Work</th>
<th>DBE, WBE, or MBE (yes or no)</th>
<th>If Yes, Estimated Dollar Value of DBE/WBE/MBE Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Representative</td>
<td>Hole Montes 5200 Whiskey Creek Drive Fort Myers, FL 33919</td>
<td>$573,300.00</td>
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<td>As-built Survey</td>
<td>T2 UES, Inc. 9670 Zip Drive Fort Myers, FL 33905</td>
<td>$46,200.00</td>
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<td>CFI &amp; Testing</td>
<td>Ilomski Engineering and Testing 17210 Toledo Blade Blvd. Port Charlotte, FL 33954</td>
<td>$217,980.00</td>
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### EXHIBIT B - CONTRACT SUMMARY

**Owen-Ames-Kimball Company  Contract No. 7551**

**Contract Amendment 14 7/20/2020**

<table>
<thead>
<tr>
<th>Task</th>
<th>Board Approved Amount</th>
<th>Total Contract Budget</th>
<th>Other Contract Adjustments</th>
<th>This Contract Adjustment</th>
<th>TA Issued FY 2016-17 $100,000 Level Maximum</th>
<th>TA Issued FY 2017-18 $1,000,000 Level Maximum</th>
<th>TA Issued FY 2018-19 $1,000,000 Level Maximum</th>
<th>TA Issued FY 2019-20 $1,000,000 Level Maximum</th>
<th>Current Contract Value</th>
<th>TAs Issued</th>
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<tr>
<td>1 Runway Closure/Barricades</td>
<td>$ -</td>
<td>- $ - $ - $ - $ -</td>
<td>-</td>
<td>$ 27,079.42 $ 31,985.00 $ - $ - $ - $ - $ - $ 59,064.42 $ 59,064.42 $ - $ -</td>
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<td>3 Bio-Remediation Treatment Event</td>
<td>$ -</td>
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<td>$ 7,668.00 $ - $ - $ - $ - $ 7,668.00 $ 7,668.00 $ - $ - $ -</td>
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<td>4 Design Preconstruction Services</td>
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<td>$ - $ - $ - $ - $ 16,855.00 $ 273,842.00 $ 235,563.00</td>
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<td>$ - $ - $ - $ - $ 90,992.12 $ - $ - $ - $ - $ 90,992.12 $ 90,992.12</td>
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<td>- $ - $ - $ - $ -</td>
<td>-</td>
<td>$ - $ - $ - $ - $ 1,826.00 $ - $ - $ - $ - $ 1,826.00 $ 1,826.00</td>
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<td>- $ - $ - $ - $ -</td>
<td>-</td>
<td>$ - $ - $ - $ - $ 11,814.00 $ - $ - $ - $ - $ 11,814.00 $ 11,814.00</td>
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<td>-</td>
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<td>-</td>
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<tr>
<td>10 Rehab of Taxiway A.F. and G2</td>
<td>$ -</td>
<td>- $ - $ - $ - $ -</td>
<td>-</td>
<td>$ - $ - $ - $ - $ 2,382,138.00 $ - $ - $ - $ - $ 2,382,138.00</td>
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<tr>
<td><strong>CONTRACT TOTALS</strong></td>
<td>$ 273,842.00</td>
<td>- $ - $ - $ - $ -</td>
<td>-</td>
<td>$ 2,382,138.00 $ 66,919.42 $ 130,645.12 $ 25,930.65</td>
<td>$ 16,855.00 $ 2,879,475.19 $ 459,058.19</td>
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</tbody>
</table>

*Board-approved Level 4 - $100,000 11/3/16*
I. OBJECTIVE

To provide Construction Management services during construction phase activities for subject project. During such construction phase activities, the Construction Manager (CM) 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 will provide for the necessary construction management, Construction Engineering & Inspection (CEI) services and related testing and survey services as needed for the planned construction and installation of the following improvements, RSW Rehabilitation of Taxiway A, F and G2.

III. BASIC SERVICES

Coordination:

(a) The CM 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’s reasonable skill and judgement and to cooperate with the A&E and GC in furthering the interests of the PORT AUTHORITY.

The CM shall furnish construction management services and use its best efforts to oversee 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 and GC and other persons or entities employed by the PORT AUTHORITY for the Project. The CM will assist the PORT AUTHORITY, A&E and GC as required for the timely successful completion of the project.

(b) The CM shall attend all necessary conferences with officials of the PORT AUTHORITY, and/or other local approval governmental agencies. If requested, the CM 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, GC and others to provide information and make recommendations concerning the project.

(c) As requested by A/E or GC, the CM 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.

(d) The CM shall be required to work cooperatively with the PORT AUTHORITY’S A/E of record GC and Construction Administrator during the duration of construction.

(e) The CM shall make recommends to the PORT AUTHORITY for any GC requests for extensions of contract time.
Construction Management / Contract Administration:

(a) The CM shall schedule and conduct the pre-construction conference.

(b) The CM shall assign a specific on-site **CM Field Representatives** (from NTP to FC - max. 70 weeks) who will:

- Document day-to-day on-site field labor forces including GC superintendents, subcontractors, CEI and other construction related personnel.
- The CM shall continually monitor the effects of weather and advise PORT AUTHORITY of potential consequential delays to overall schedule.
- CM will attend regularly scheduled construction progress meetings
- CM will coordinate all survey and control
- CM will coordinate with LCPA, GC and Local Municipalities to obtain locations of public and Private Utilities.
- CM will assist with providing technical assistance along with LCPA, GC and A&E and provide support with Project Issues.
- CM will provide additional Field Representatives for required overnight work and accelerated project areas
- CM will review and make recommendations for all Contract amendment Requests
- CM will coordinate site testing and inspection efforts.
- CM will communicate and enforce contract CSPP phasing compliance and schedule milestones
- CM will prepare and submit daily reports to document weather, field conditions, manpower, progress, accident reports, quality reports, etc.
- CM will oversee as-built record drawing plans and perform an initial review of submittals
- CM will review and make recommendations for any post construction claims
- CM will assist LCPA and A&E with substantial completion and punch-list inspections

(c) The CM shall assign a specific on-site **CM Project Manager** (from NTP to FC - max. 70 weeks) who will:

- CM will schedule and attend monthly client briefings
- CM will attend regularly scheduled construction progress meetings
- CM will review and make recommendations for all Contract amendment Requests
- CM will review and make recommendations for all GC payment applications
- CM will monitor costs, including labor time and material.
- CM will oversee as-built record drawing plans and perform an initial review of submittals
- CM will review and make recommendations for any post construction claims
- CM will assist LCPA and A&E with substantial completion and punch-list inspections

(d) The CM shall assign a specific **CM Project Manager Assistant** (average 5 days/week - max. 70 weeks) from NTP to FC) who will maintain all on-site documentation of geo-tech/ paving/ concrete testing reports, and inspections, RFI, NOV, CA, FD, submittal logs, and as built drawings. The AA will also perform general office duties, filing, mailing, etc. AA will schedule meetings, appointments, site visits, and prepare and transmit correspondence.

(e) The CM shall go under contract with a qualified **Project CEI** (max 65 weeks) who will:
• Monitor compliance to applicable Quality Assurance and (QA) policies, performance standards and specifications.
• Document and report all necessary QA requirements to the Engineer of Record and QA manager.
• Monitor and document quality control and quality assurance of the work.
• Report to CM, A/E and the PORT AUTHORITY whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final acceptance; and A/E and PORT AUTHORITY when he believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval
• Monitor, document, measure and record all quantities of work performed by all subcontractors.
• Prepare and submit a daily report to the senior project manager reporting and recording all pay item quantities.
• Assist the CM in the Review of pay applications and quantity verification.

V. ADDITIONAL SERVICES

1. CM will provide monthly Aerial progress photos
2. CM will shall retain a qualified Florida licensed Professional Surveying firm and coordinate all survey and control
3. CM will retain a qualified testing laboratory for quality assurance testing
4. Office based support staff and accounting staff
5. Utilization of web-based platform for document control

Safety:

(a) The CM will review the safety requirements (Safety Plan) outlined within the Contract Documents, specifically those that address FAA AC 5370-2G, “Operational Safety on Airports during Construction Activity”, and monitor all work to ensure compliance with these safety requirements. Work that is not addressed under the FAA AC shall meet local and state safety requirements as stated in the construction document safety plan. If the work pursuance does not adhere to such plan or if an unsafe condition presents itself, then CM shall notify the GC, AE, and PORT AUTHORITY and implement remediation to cure the unsafe condition.

(b) The CM shall stop or suspend the construction anytime that the CM considers the intent of the safety plan or FAA ACs are being violated or that a hazardous condition has been or is created.

(c) The CM will provide necessary forces to coordinate, install, place, remove, and otherwise maintain and direct the use of all necessary barricades provided under the asphalt paving contractor’s trade package. This will include the placement and movement of lighted “X’s” supplied by LCPA. Fueling and overall maintenance is to be performed by the CM while in use.

(d) The CM shall stop or suspend the construction anytime that the CM considers the intent of the Safety Plan is being violated or that a hazardous condition has been or is created.

(e) The CM shall review all proposals regarding project phasing which differ from that outlined in the Contract Documents. The CM shall discuss phasing with PORT AUTHORITY representatives and make recommendations to the PORT AUTHORITY on any changes to project phasing.

(f) The PORT AUTHORITY encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashed by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing
work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding $3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

Substantial Completion:

When the GC considers the work ready for substantial acceptance, the CM shall accept a written request for inspection by the GC. After the CM has preliminarily inspected and approved the work, the CM 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 shall plan, schedule, and lead the inspection walk through(s) of the work.

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

Upon correction of the deficiencies, the CM shall accept a written request by the General Contractor for Final Inspection. The CM shall plan, schedule, and lead the final inspection walk through of the work. The CM 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) Provide red-line as-built drawings to the A/E

(d) Prepare final project accounting and reporting to the PORT AUTHORITY as required.

(e) Assist in the transfer of the project to the PORT AUTHORITY including the delivery of all PORT AUTHORITY closeout documentation, warranties and guarantees.

VI. FEE SUMMARY

Total Lump Sum: $ 2,382,138

Lump Sum Price: The sum of the cost of the CM 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 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.
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 two (2) components:

- **CM Management Fee**: the cost of CM personnel to perform professional services, including construction management activities and other contract administration tasks. Also includes the cost of items necessary in the general course of work and not provided within the scope of subconsultant work.

- **Subconsultant Costs** to retain qualified professional services CEI, Survey and 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 activities is a lump sum amount distributed as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>CM Management Fee</td>
<td>$1,544,658</td>
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<tr>
<td>Subconsultant Costs</td>
<td>$ 837,480</td>
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<tr>
<td><strong>Total Lump Sum</strong></td>
<td><strong>$ 2,382,138</strong></td>
</tr>
</tbody>
</table>
1. REQUESTED MOTION/PURPOSE: Request Board authorize a contract amendment with Kimley-Horn & Associates, Inc. in the amount of $725,731.50 to perform Construction Administration for the Rehabilitation of Airside Pavement Project at RSW.

2. FUNDING SOURCE: Federal Aviation Administration Grant 3-12-0135-56-2020 PENDING RECEIPT; Florida Department of Transportation Grant 431367; Passenger Facilities Charges; RSW Construction Account 21859341234.506510.70

3. TERM: Five Years

4. WHAT ACTION ACCOMPLISHES: Provides needed design evaluation and inspections during construction of the project.

5. CATEGORY: 19. Consent Agenda

6. ASMC MEETING DATE: 8/18/2020


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

9. REQUESTOR OF INFORMATION:
   (ALL REQUESTS)
   NAME  Mark Fisher
   DIV.  Development

10. BACKGROUND:

    Southwest Florida International Airport (RSW) has a network of airside pavement infrastructure that has been constructed at various times from as early as 1979 (during the original RSW construction) through 2005 (as part of the Midfield Terminal construction). In order to perform the necessary rehabilitative measures to correct existing pavement distresses, the Port Authority has embarked on a program that involves the rehabilitation of certain airfield pavements including Parallel Taxiway F, its adjacent connector taxiways, and segments of Parallel Taxiway A and Taxiway G2, as well as airfield lighting upgrades.

    Staff has negotiated a contract with Kimley-Horn & Associates, Inc. to perform Construction Administration (CA) services for the rehabilitation of Taxiway F, Taxiway A, and Taxiway G2 with the corresponding airfield lighting upgrades. Construction Administration services will include the following: attend pre-work meetings; prepare and present monthly reports to LCPA; site visits and observation of construction; review of shop drawings, submittals and payment applications; attendance at project related meetings; response to contractor requests for information, assistance with contract amendments that may be needed; participation in inspections; review of all quality assurance results; preparation of record drawings and final completion project certification. Total fees for this work is $725,731.50.

    As with all Port Authority Development contracts, all Tasks are contingent on the availability of funds and the issuance of

11. RECOMMENDED APPROVAL

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)

a written Task Authorization in accordance with the Board-approved contract, and as approved by FDOT and FAA, as required. Only Tasks authorized to begin and subsequently performed can be billed by and paid to the Consultant.

Attachments:
  Contract Amendment
RSW Rehabilitation of Taxiways A, F & G2 & New Electrical Vault
Project Contract Structure

- FAA Funding
  - Airfield Paving/Lighting Work
  - New Electrical Vault Work

- PFCs & FDOT Funding
  - Construction Mgr/General Contractor
    - OAK
  - Construction Mgr/General Contractor
    - Construction (CA)
      - Kimley Horn

- Low Bid Subcontractors
  - TBD

- Engineering (CA)
  - Kimley Horn

- CEI
  - OAK
  - Michael Baker
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 Rehabilitation Airside Pavement – CA Services for Rehabilitation of Taxiways A, F, & G2.

(1) **Reasons for Amendment:**
- □ Programmed CIP Project(s)
- □ Unforeseen Site Conditions
- □ Design Change
- □ Safety Considerations
- □ Other

(2) **Method of Negotiating Price of Work**
- □ Lump Sum
- ☑ Time and Materials
- ☑ Unit Prices
- ☑ Hourly plus expenses
- ☑ Other

(3) **Method of Negotiating Time of Work:**
- □ Consultant/Contractor Records
- □ Cost plus fixed fee
- □ Force Account

**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.

KIMLEY-HORN & ASSOC., INC. ARCHITECT/ENGINEER ACCEPTANCE

Michael Carey

Gary R. Ratay

FDOT: ____________________ FAA: ____________________

FDOT Representative FAA Representative

Approved as to Form: ____________________

Port Attorney

LEE COUNTY PORT AUTHORITY AUTHORIZATION

☐ By: ____________________ Executive Director or Designee

☐ Board Item By: ____________________

Chair - Lee County Port Authority Board of Port Commissioners
EXHIBIT A – SUBCONSULTANT/SUBCONTRACTOR INFORMATION

CA No. 19

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 subconsultant(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.)

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<tr>
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<th>DBE, WBE, or MBE (yes or no)</th>
<th>If Yes, Estimated Dollar Value of DBE/WBE/MBE Work</th>
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<tr>
<td>#</td>
<td>Task</td>
<td>Board Approved Contract Amount</td>
<td>Total Project Budget Adjustments</td>
<td>Other Contract Adjustments</td>
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<td>Taxiway F Pavement - Included in Task 1</td>
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<td>North Ramp Erosion</td>
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<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>8</td>
<td>TW F Add'l Geotech Test Priority 1</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>9</td>
<td>TW F Add'l Geotech Test Priority 2</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>10</td>
<td>Air Cargo High Mast Lighting</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
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<tr>
<td>11</td>
<td>Project Design Revisions</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
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<tr>
<td>12</td>
<td>CA Services for Rehab of Taxiways</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
</tbody>
</table>

**CONTRACT TOTALS** $4,888,392.14 $- $- $- $ (2,969.00) $725,731.50 $82,460.00 $144,533.91 $679,981.72 $149,564.00 $6,218,121.27 $5,455,565.17 $725,731.50 $28,291.00

*Board-approved Level 4 - $100,000 11/3/16*
CONSTRUCTION ADMINISTRATION SERVICES FOR
REHABILITATION OF TAXIWAYS A, F AND G2 AT SOUTHWEST
FLORIDA INTERNATIONAL AIRPORT

FINAL Revision 03.11.20

Project Description

The Lee County Port Authority (LCPA) entered into an agreement with Kimley-Horn to provide Professional Design Services for the Rehabilitation of Airfield Pavements at Southwest Florida International Airport (RSW). Construction Documents have been prepared and the program has been subdivided into separate construction projects. The first construction project is the Rehabilitation of Taxiways A, F and G2.

The Scope of Work included herein includes Services During Construction for the Rehabilitation of Taxiways A, F and G2 only. Services will include Construction Administration (CA) services only. Resident Project Representative services are not included in this scope of work.

The Rehabilitation of Taxiways A, F and G2 includes:
- Mill and overlay of Taxiway A1, A10, a majority of F, and G2
- Select sections of Taxiway F will have full depth reconstruction with the installation of geosynthetic reinforcement
- Grout injection/karst remediation for one (1) area on Taxiway F west of F2
- Hot Spot 2 mitigation
- Splitting of mega-circuits for Taxiway A and F
- Connections to new airfield lighting vault (building and equipment by others)
- Fiber connection to existing vault
- Modifications to existing vault layout

Team

The professional services will include general items of work with the following breakdown of services between design team members. Quality Assurance and Quality Control testing shall be the responsibility of the Construction Manager and not included herein.

Kimley-Horn and Associates:
- Lead design consultant
- Provide construction administration services

Environmental and Geotechnical Specialists, Inc.
- Provide construction administration services for karst feature remedial action within Taxiway F. Services to include on site representation.

T2 Utility Engineers (formerly Cardno, Inc.) or other survey firm
- Owner requested surveying during construction (as needed)

Roy McQueen
- Provide construction specific support for paving activities

Schedule

Construction Phase Services are estimated to be 460 (65 weeks) calendar days from Notice to Proceed (NTP) to Substantial Completion. Construction Phase Services will have the following milestones:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Phase Duration in Calendar Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1 – NTP &amp; Mobilization</td>
<td>30</td>
</tr>
<tr>
<td>Phase 2</td>
<td>70</td>
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<tr>
<td>Phase 3</td>
<td>53</td>
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<td>Phase 4</td>
<td>54</td>
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<td>Phase 5</td>
<td>22</td>
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<td>Phase 6</td>
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<td>Phase 7</td>
<td>62</td>
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<td>Phase 8</td>
<td>21</td>
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<td>Phase 9</td>
<td>38</td>
</tr>
<tr>
<td>Phase 10</td>
<td>68</td>
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<tr>
<td>Phase E – Electrical &amp; Vault work</td>
<td>321</td>
</tr>
<tr>
<td>Substantial Completion to Final Completion</td>
<td>30</td>
</tr>
</tbody>
</table>

Note: Phases overlap

The project team anticipates the following staffing plan for Construction Phase Services

<table>
<thead>
<tr>
<th>Construction Phase Service:</th>
<th>Staffing Plan:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Administration</td>
<td>Office support services as needed</td>
</tr>
<tr>
<td>Resident Project Representation</td>
<td>Not included in this agreement</td>
</tr>
</tbody>
</table>

Construction Phase Services under the agreement (except for Post Construction Phase Services/Project Close Out) terminate at the earlier of the issuance by the Owner of the final contract payment or 30 days after the date of substantial completion of the work.
Scope of Services

Task 1 – Construction Administration Services

Following the Authority’s award of the construction contract, KH will support the County in administering the construction contract.

KH shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. KH shall not have the authority or responsibility to stop the work of any Contractor. KH may advise the Authority to suspend operations, wholly or in part, when safety violations or persistent nonconformance to the plans and specifications are noted. Specific services to be provided include:

1.1 General Administration of Construction Contract

KH will coordinate with the Authority and act as their representative as provided in the Contract Documents; attend one pre-construction conference stated in FAA Advisory Circular 150/5370-2G, paragraph 104.b(3), KH will attend the pre-construction conference and shall be prepared to discuss the Construction Safety and Phasing Plan (CSPP); and attend weekly construction progress meetings. Construction Manager will be responsible for meeting agendas, sign-in sheets, and the preparation of meeting notes for distribution to meeting attendees. KH will provide assistance to the Construction Manager for the development of the pre-construction conference materials including exhibits and graphics.

Deliverables:

- Assistance to the Construction Manager for the development of the pre-construction conference meeting materials.

1.2 Prework Meetings

To facilitate an efficient transition from the bidding process to construction, KH will attend a series of Prework Meetings prior to the formal issuance of Notice to Proceed No. 1 (Initiation of formal work activities). The purpose of the meetings will be to facilitate activities needed to initiate the physical work concurrently with Notice to Proceed. Items to be discussed include status of project award, development of critical path and early work activities needed, review of critical path stop drawings, Request for Information, Contractor Quality Control Plans, Construction Schedules, Personnel and Security Badging requirements, etc. The Construction Manager will chair these meetings and will be responsible for meeting agendas, sign-in sheets, and preparation of meeting notes for distribution to attendees. Up to eight (8) Prework Meetings are included in this task.

Deliverables:

- Not applicable.

1.3 Monthly LCPA Briefings
Working alongside LCPA staff, KH will prepare for these monthly Staff Briefings by preparing a PowerPoint presentation and briefing attendees on the status of the project progress. LCPA may invite airlines to attend these meetings. These briefings will continue through the life of the contract with an emphasis on construction phasing and progress.

Deliverables:
- PowerPoint Presentations

1.4 Conformed Contract Documents

The project specifications and construction plans as prepared for bidding will be updated, "conformed", to include the following items from the bidding phase; pre-bid meeting notes, pre-construction meeting notes, fully executed contract, bidding addendums, bidders submittal items and construction plan sheets for distribution to LCPA, FAA, FDOT, Construction Manager, Contractor and Engineer.

Deliverables:
- Electronic PDF of conformed plans, technical specifications and front-end documents

1.5 Visits to Site and Observation of Construction

KH will provide periodic on-site construction observation services during the construction phase. Construction is assumed to have a 65-week duration. KH will make one weekly visit (including mobilization period) within the estimated duration of construction in order to observe the progress of the work. Weekly meetings will occur the same day as the weekly meetings for the New Airfield Lighting Vault project. An additional 30 site visits (2 per month) will be provided at the request of the Authority. Such visits and observations by KH are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the work by the Authority on KH's exercise of professional judgment. Based on information obtained during such visits and such observations, KH will evaluate whether Contractor's work is generally proceeding in accordance with the plans and specifications, and KH will keep the Authority informed of the general progress of the work.

The purpose of KH's site visits will be to enable KH to better carry out the duties and responsibilities specifically assigned in this agreement to KH, and to provide the Authority a greater degree of confidence that the completed Work will conform in general to the plans and specs. KH shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall KH have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, KH neither guarantees the performance of any Contractor nor assumes
responsibility for any Contractor's failure to furnish and perform its work in accordance with the plans and specs.

KH will recommend to LCPA that the Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, KH believes that such work will not produce a completed project that conforms to plans and specs.

Deliverables:
  o Electronic PDF of Engineer's site visit field report with photographs.

1.7 Clarifications and Interpretations

KH will respond to reasonable and appropriate Contractor requests for information (RFIs) and issue necessary clarifications and interpretations of the Contract Documents to the Authority as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the Authority.

KH will, if requested by the Authority, render written decision on all claims of the Authority and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the plans and specs pertaining to the progress of Contractor's work. In rendering such decisions, KH shall be fair and not show partiality to the Authority or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

Deliverables:
  o Review Contractor's request for information and provide clarification of design intent.
  o Return RFI's with response

1.8 Contract Amendments and Field Directives

KH may recommend Changes to the Authority and will review and make recommendations related to Contract Amendments submitted or proposed by the Contractor. The Authority will authorize Field Directives authorizing variations from the requirements of the Contract Documents. KH will assist in preparation of Contract Amendments in compliance with the Authority for the project.

Deliverables:
  o Review Contract Amendment documentation and provide analysis of materials, cost and time to the Authority.
  o Copies of proposed Contract Amendment with minor revisions to existing drawings.

1.9 Contractor Payment Request
KH will review the contractor's monthly partial payment request, and recommend payment based on site observations and supporting information provided. Supporting information should include progress schedule, partial release of liens and other Authority required documentation. By recommending any payment, KH will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by KH to check the quality or quantity of Contractors work as it is furnished and performed, beyond the responsibilities specially assigned to KH in this AGREEMENT and the Contract Documents.

Deliverables:
- Copies of approved pay requests along with backup information, as applicable.

1.10 Shop Drawings and Samples

KH will review or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the plans and specs. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

KH will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state, local government entities and the Authority.

Deliverables:
- Returned submittals with Engineer of Record action indicated stamp.

Task 2- Project Close Out

2.1 Substantial Completion

KH will, promptly after notice from Contractor that it considers the Work ready for its intended use, in company with the Authority and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items except for those identified on a final punch list. If after considering any objections of the Authority, KH considers the Work substantially complete, KH will notify the Authority and Contractor.

Deliverables:
- Letter identifying deficient items of construction
- Letter or form of Substantial Completion

2.2 Final Notice of Acceptability of the Work

KH will conduct a final site visit to determine if the completed work of Contractor is generally in accordance with the plans and specs so that KH may recommend, in writing, final payment to the Contractor. Accompanying the recommendation for final
payment, KH shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of KH's knowledge, information, and belief based on the extent of its services and based upon information provided to KH upon which it is entitled to rely.

**Deliverables:**

- Letter providing consideration of general conformance with the Contract Documents

### 2.3 Project Close Out

KH will prepare a project close out book summarizing compliance with FAA and FDOT construction standards, except approved modifications. The expected table of contents is as follows:

- **Section 1** Final Inspection/Substantial Completion
  - 1.1 Final Acceptance Letter
  - 1.2 Certificates of Substantial Completion

- **Section 2** Construction Quantities and Cost
  - 2.1 Summary of Construction Costs
  - 2.2 Summary of Final Construction Quantities
  - 2.3 Final Application for Payment
  - 2.4 Final Release Form
  - 2.5 Consent of Surety for Final Payment and Power of Attorney
  - 2.6 Summary of Contract Time

- **Section 3** Construction of Quality Assurance
  - 3.1 Material Certifications and Submittals

- **Section 4** Engineering Cost Summary
  - 4.1 Summary of Engineering Costs

- **Section 5** Disadvantage Business Enterprise Participation
  - 5.1 DBE Reporting Forms

- **Section 6** Record Drawings

**Deliverables:**

- Attendance at site visits, copies of punch list reports, certification forms and project close out book
- Record Drawings

**FEE**

**Total Lump Sum:** $725,731.50
# BOARD OF PORT COMMISSIONERS
OF THE
LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board authorize a Contract Amendment with Owen-Ames-Kimball Company in the amount of $3,092,062.03 to perform Construction Manager/General Contractor services associated with the Rehabilitation of Airside Pavement Project (Airfield Electrical Vault) at RSW

2. **FUNDING SOURCE:** Florida Department of Transportation Grant 431367; Passenger Facilities Charges; RSW Construction Account 21859341234.506540.31

3. **TERM:** Five Years

4. **WHAT ACTION ACCOMPLISHES:** Provides for the construction of a new Airfield Electrical Vault

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

9. **REQUESTOR OF INFORMATION:**
   - (ALL REQUESTS)
     - NAME: Mark Fisher
     - DIV: Development

10. **BACKGROUND:**

   Southwest Florida International Airport (RSW) has a network of airside pavement infrastructure that has been constructed at various times from as early as 1979 (during the original RSW construction) through 2005 (as part of the Midfield Terminal construction). In order to perform the necessary rehabilitative measures to correct existing pavement distresses, the Port Authority has embarked on a program that involves the rehabilitation of certain airfield pavements and the construction of a new airfield electrical vault that will serve to reduce the burden on the existing vault and more efficiently serve the needs of future airfield electrical demands.

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

- Low bid construction subcontractor costs (the cumulative amount of all competitively bid items and related construction work) total $2,246,124
- Owen-Ames-Kimball Company has certified that all bids were procured in accordance with federal, state, and local laws and regulations and the lowest responsive, responsible bid has been accepted.
- All professional fees are based on man hours, hourly rates and indirect costs negotiated prior to the receipt of bids, and include:

11. **RECOMMENDED APPROVAL**

<table>
<thead>
<tr>
<th>DEPUTY EXEC DIRECTOR</th>
<th>COMMUNICATIONS AND MARKETING</th>
<th>OTHER</th>
<th>FINANCE</th>
<th>PORT ATTORNEY</th>
<th>ACTING EXECUTIVE DIRECTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mark R. Fisher</td>
<td>Victoria B. Moreland</td>
<td>N/A</td>
<td>Brian W. McGonagle</td>
<td>Gregory S. Hagen</td>
<td>Benjamin R Siegel</td>
</tr>
</tbody>
</table>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**
- [ ] APPROVED
- [ ] APPROVED as AMENDED
- [ ] DENIED
- [ ] OTHER

13. **PORT AUTHORITY ACTION:**
- [ ] APPROVED
- [ ] APPROVED as AMENDED
- [ ] DENIED
- [ ] DEFERRED to
- [ ] OTHER
• **General Contractor/General Conditions**
  - Non-Personnel Costs related to field based items (insurance, permits, bonds, equipment, etc.) needed to support the construction effort total $232,535.
  - Superintendent Personnel Costs related to providing on-site construction superintendents to manage low-bid subcontracted work total $315,452.

• **Construction Management Services**
  - Professional Personnel Costs associated with oversight and management of all construction activities, subcontract management, pay application and invoice processing, budget tracking, project meetings, coordination with Port Authority, etc., for the project total $276,916.
  - Subconsultant costs associated with survey layout and material testing for a total of $21,035.03.

The overall W/MBE goal for this project was 10%. Based on bids received, the overall projected total minority participation achieves 31%.

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

Attachments:
- Exhibit
- Contract Amendment
- W/MBE Memo
LEE COUNTY PORT AUTHORITY
LOQ 16-06 Rehabilitation of Airside Paving
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 for 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 Rehabilitation of Airside Paving – New Airfield Lighting Vault

(1) Reasons for Amendment:
☐ Programmed CIP Project(s)
☐ Unforeseen Site Conditions
☐ Design Change
☐ Safety Considerations
☐ Other

(2) Method of Negotiating Price of Work
☐ Lump Sum
☐ Fixed Price
☐ 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.

OWEN-AMES-KIMBALL COMPANY

ACCEPANCE

David Dale

LCPA PROJECT MANAGER RECOMMENDATION (If Applicable)

N/A

FDOT: _______________________________ FAA: _______________________________

FDOT Representative FAA Representative

Approved as to Form: _______________________________

Port Attorney

LEE COUNTY PORT AUTHORITY AUTHORIZATION

☐ By: _______________________________ Executive Director or Designee

☐ Board Item By: _______________________________

Chair - Lee County Port Authority Board of Port Commissioners
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.)

<table>
<thead>
<tr>
<th>Service or Work to be Performed</th>
<th>Name, Address, Phone and e-mail of Individual or Firm</th>
<th>Estimated Dollar Value of Subcontracted Work</th>
<th>DBE, WBE, or MBE (yes or no)</th>
<th>If Yes, Estimated Dollar Value of DBE/WBE/MBE Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Survey &amp; Layout</td>
<td>T2 UES, Inc. 5670 Zip Drive Fort Myers, FL 33905</td>
<td>$16,054.50</td>
<td>No</td>
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<tr>
<td>Materials Testing</td>
<td>Universal Engineering Services, Inc. 5971 Country Lakes Dr. Fort Myers, FL 33905</td>
<td>$4,980.53</td>
<td>No</td>
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<tr>
<td>Earthwork</td>
<td>Cougar Cutting, Inc. 5420 Division Drive Fort Myers, FL 33905</td>
<td>$367,600.00</td>
<td>Yes</td>
<td>$69,287.50</td>
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<tr>
<td>Termite Control</td>
<td>Accurate Pest Control, LLC 2420 Concorde Dr. #9 Fort Myers, FL 33901</td>
<td>$798.00</td>
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<tr>
<td>Fencing</td>
<td>Century Fence Company, Inc. 1010 SE 9th Street Cape Coral, FL 33990</td>
<td>$37,365.00</td>
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<tr>
<td>Concrete &amp; Masonry</td>
<td>Commercial Concrete Systems 6220 Taylor Road #101 Naples, FL 34109</td>
<td>$192,657.00</td>
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<tr>
<td>Structural Steel</td>
<td>Southern Machine &amp; Steel, Inc. 3945 Edison Avenue Fort Myers, FL 33916</td>
<td>$73,500.00</td>
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<tr>
<td>Carpentry</td>
<td>Viking Construction 1205 SE 9th Terrace Cape Coral, FL 33990</td>
<td>$21,400.00</td>
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<td>Insulation</td>
<td>West Coast Insulation 3218 Marion Street Fort Myers, FL 33916</td>
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<tr>
<td>Roofing</td>
<td>Saint Raphael Roofing, Inc. 17407 Jean Street Fort Myers, FL 33967</td>
<td>$71,510.00</td>
<td>Yes</td>
<td>$71,510.00</td>
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<tr>
<td>Service or Work to be Performed</td>
<td>Name, Address, Phone and e-mail of Individual or Firm</td>
<td>Estimated Dollar Value of Subcontracted Work</td>
<td>DBE, WBE, or MBE (yes or no)</td>
<td>If Yes, Estimated Dollar Value of DBE/WBE/MBE Work</td>
</tr>
<tr>
<td>----------------------------------</td>
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<tr>
<td>Overhead Coiling Doors</td>
<td>Overhead Door Company of Fort Myers 2325 Crystal Drive Fort Myers, FL 33907</td>
<td>$8,177.00</td>
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<tr>
<td>Doors and Frames</td>
<td>Fields Door and Hardware, Inc. 10061 Bavaria Road #2 Fort Myers, FL 33913</td>
<td>$10,465.00</td>
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<tr>
<td>Framing/Drywall Stucco</td>
<td>Ponce De Leon Drywall, Inc. 5483 Lee Street #9 Lehigh Acres, FL 33971</td>
<td>$51,816.00</td>
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<td>Painting</td>
<td>Service Contracting Solutions 12140 Metro Pkwy. Ste. K Fort Myers, FL 33966</td>
<td>$21,688.00</td>
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<td>Fire Extinguishers</td>
<td>Viking Construction of SWFL 1205 SE 9th Terrace Cape Coral, FL</td>
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<td>Cabinets &amp; Accessories</td>
<td>Raber Industries, Inc. 19709 Little Lane Alva, FL 33920</td>
<td>$8,640.00</td>
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<td>Pre-Engineered Sunshade Devices</td>
<td>Wentco, Inc. 5877 Enterprise Pkwy. Fort Myers, FL 33905</td>
<td>$174,900.00</td>
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<td>HVAC</td>
<td>Hypower, Inc. 8821 Business Park Drive #408 Fort Myers, FL 33912</td>
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<td>6</td>
<td>Gate B9 Spall Repair Estimate/Quote</td>
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<td>$ -</td>
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<tr>
<td>7</td>
<td>Barricades &amp; Lighted X's Priority 1</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>8</td>
<td>Barricades &amp; Lighted X's Priority 2</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>9</td>
<td>Gate B9 Spall Repair Construction</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>10</td>
<td>Rehab of Taxiway A.F. and G2</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>11</td>
<td>New Airfield Lighting Vault</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
</tbody>
</table>

**CONTRACT TOTALS** $ 273,842.00 $ - $ - $ 3,092,062.03 $ 66,919.42 $ 130,645.12 $ 25,930.65 $ 16,855.00 $ 5,971,537.22 $ 459,058.19 $ 5,474,200.03 $ 38,279.00

*Board-approved Level 4 - $100,000 11/3/16*
Task 11 - RSW New Airfield Lighting Vault

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 - New Airfield Lighting Vault.

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. 52 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 airfield lighting vault and the installation and testing of the airfield lighting vault equipment as designated in the contract documents.
• 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 52 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
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:

**Total Lump Sum:** $3,092,062.03

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 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 (3) 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 Subconsultants 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:

<table>
<thead>
<tr>
<th>Component</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subcontractor Costs</td>
<td>$ 2,246,124.00</td>
</tr>
<tr>
<td>CM/GC Management Fee</td>
<td>$ 592,368.00</td>
</tr>
<tr>
<td>CM/GC General Conditions Fee</td>
<td>$ 232,535.00</td>
</tr>
<tr>
<td>CM/GC Subconsultants Cost</td>
<td>$ 21,035.03</td>
</tr>
<tr>
<td><strong>Total Lump Sum</strong></td>
<td><strong>$ 3,092,062.03</strong></td>
</tr>
</tbody>
</table>
# BID SUMMARY

**RSW - New Airfield Lighting Vault**

- **Bid Date:** 4/28/2020
- **Summary Date:** 6/22/2020

<table>
<thead>
<tr>
<th>TRADE PACKAGE</th>
<th>SUBCONTRACTOR</th>
<th>BID PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 EARTHWORK / SITEWORK</td>
<td>Cougar Cutting, Inc.</td>
<td>$367,600.00</td>
</tr>
<tr>
<td>2 TERMITE CONTROL</td>
<td>Accurate Pest Control</td>
<td>$798.00</td>
</tr>
<tr>
<td>3 FENCING</td>
<td>Century Fence</td>
<td>$37,365.00</td>
</tr>
<tr>
<td>4 CONCRETE &amp; MASONRY</td>
<td>Commercial Concrete</td>
<td>$192,657.00</td>
</tr>
<tr>
<td>5 STRUCTURAL STEEL ROOF JOISTS</td>
<td>Southern Machine &amp; Steel, Inc.</td>
<td>$73,500.00</td>
</tr>
<tr>
<td>6 ROUGH CARPENTRY</td>
<td>Viking Construction</td>
<td>$21,400.00</td>
</tr>
<tr>
<td>7 INSULATION</td>
<td>West Coast Insulation</td>
<td>$7,008.00</td>
</tr>
<tr>
<td>8 ROOFING</td>
<td>Saint Raphael Roofing</td>
<td>$71,510.00</td>
</tr>
<tr>
<td>9 OVERHEAD COILING DOORS</td>
<td>Overhead Door Company of Fort Myers</td>
<td>$8,177.00</td>
</tr>
<tr>
<td>10 HOLLOW-METAL DOORS &amp; FRAMES</td>
<td>Fields Door &amp; Hardware</td>
<td>$10,465.00</td>
</tr>
<tr>
<td>11 FRAMING / DRYWALL / STUCCO</td>
<td>Ponce DeLeon Drywall</td>
<td>$51,816.00</td>
</tr>
<tr>
<td>12 PAINTING</td>
<td>Service Contracting Solutions</td>
<td>$21,688.00</td>
</tr>
<tr>
<td>13 FIRE EXTINGUISHERS, CABINETS &amp; ACCESSORIES</td>
<td>Viking Construction</td>
<td>$1,100.00</td>
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<tr>
<td>14 PRE-ENGINEERED SUNSHADE DEVICES</td>
<td>Raber Industries</td>
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<tr>
<td>15 HVAC</td>
<td>Wentco, Inc.</td>
<td>$174,900.00</td>
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<tr>
<td>16 ELECTRICAL</td>
<td>Hypower</td>
<td>$1,197,500</td>
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</table>

**SUBCONTRACTOR TOTAL** $2,246,124.00

- **CM-GC Management Fee** $592,368.00
- **CM-GC General Conditions Fee** $232,535.00
- **CM-GC Subconsultant Costs** $21,035.03

**CM-GC TOTAL** $845,938.03

**CONSTRUCTION TOTAL** $3,092,062.03
MEMO TO: Hector Yanez  
Director / Engineering & Construction

FROM: Julio A. Rodriguez  
DBE Manager

DATE: July 4, 2020

SUBJECT: Anticipated Participation by Women and Minority-Owned Business Enterprises (W/MBE) for RSW – Airfield Lighting Vault

I have completed a review and approved the W/MBE commitments and good faith efforts submitted by Owe-Ames-Kimball, regarding the above project for the following trade packages:

1. Earthwork/Sitework
   - W/MBE Subcontractor(s):
     1. Kates Enviro Services, Inc. = $3,887.50
     2. Gulfshore Trucking, Inc. = $55,000.00
     3. GCE Services, Inc. = $10,400.00

2. Concrete/Masonry
   - W/MBE Subcontractor(s):
     1. Bateman Contracting = $23,118.00

3. Rough Carpentry
   - W/MBE Subcontractor(s):
     1. Saint Raphael Roofing, Inc. = $4,970.00

4. Roofing
   - W/MBE Subcontractor(s):
     1. Saint Raphael Roofing, Inc. = $71,510.00

5. Framing/Drywall/Stucco
   - W/MBE Subcontractor(s):
     1. Ponce DeLeon Drywall, Inc. = $51,816.00

6. Painting
   - W/MBE Subcontractors(s):
     1. Service Contracting Solutions = $21,688.00

7. HVAC
   - W/MBE Subcontractor(s):
     1. Wentco, Inc. = $174,900.00

8. Electrical
   - W/MBE Subcontractor(s):
     1. Caribbean Technical Services, Inc. = $290,000.00

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 in its W/MBE Program.
The estimated overall goal for this project is 10%. Based on the information received, the anticipated W/MBE participation goal is now 31% or $707,289.50 of the total construction cost for the above trade packages.

cc: David Moore/LCPA
    Kristina Whitmire/LCPA
    Abel Natali/OAK
    Richard Borton/OAK

JAR
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Director / Engineering & Construction  

FROM: Julio A. Rodriguez  
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   - W/MBE Subcontractor(s):  
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cc:  David Moore/LCPA  
     Kristina Whitmire/LCPA  
     Abel Natali/OAK  
     Richard Borton/OAK
1. **REQUESTED MOTION/PURPOSE:** Request Board authorize a contract amendment with Kimley-Horn & Associates, Inc. in the amount of $138,145 to perform Construction Administration for the Rehabilitation of Airside Pavement Project (Airfield Electrical Vault) at RSW

2. **FUNDING SOURCE:** Florida Department of Transportation Grant 431367; Passenger Facilities Charges; RSW Construction Account 21859341234.506510.71

3. **TERM:** Five Years

4. **WHAT ACTION ACCOMPLISHES:** Provides needed design evaluation and inspections during construction of the project

5. **CATEGORY:** 21. Consent Agenda

6. **ASMC MEETING DATE:** 8/18/2020

7. **BoPC MEETING DATE:** 9/3/2020

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

9. **REQUESTOR OF INFORMATION:**
   - (ALL REQUESTS)
   - NAME Mark Fisher
   - DIV. Development

10. **BACKGROUND:**
    Southwest Florida International Airport has a network of airside pavement infrastructure that has been constructed at various times from as early as 1979 (during the original RSW construction) through 2005 (as part of the Midfield Terminal construction). In order to perform the necessary rehabilitative measures to correct existing pavement distresses, the Port Authority has embarked on a program that involves the rehabilitation of certain airfield pavements and the construction of a new airfield electrical vault that will serve to reduce the burden on the existing vault and more efficiently serve the needs of future airfield electrical demands.

    Staff has negotiated a contract with Kimley-Horn & Associates, Inc. to perform Construction Administration (CA) services for the construction of the new airfield electrical vault. Construction Administration services will include the following: attend pre-work meetings; prepare and present monthly reports to LCPA; site visits and observation of construction; review of shop drawings, submittals and payment applications; attendance at project related meetings; response to contractor requests for information, assistance with contract amendments that may be needed; participation in inspections; review of all quality assurance results; reparation of record drawings and final completion project certification. Total fees for this work is $138,145.

    As with all Port Authority Development contracts, all Tasks are contingent on the availability of funds and the issuance of

11. **RECOMMENDED APPROVAL**

<table>
<thead>
<tr>
<th>DEPUTY EXEC DIRECTOR</th>
<th>COMMUNICATIONS AND MARKETING</th>
<th>OTHER</th>
<th>FINANCE</th>
<th>PORT ATTORNEY</th>
<th>ACTING EXECUTIVE DIRECTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mark R. Fisher</td>
<td>Victoria B. Moreland</td>
<td>N/A</td>
<td>Brian W. McGonagle</td>
<td>Gregory S. Hagen</td>
<td>Benjamin R Siegel</td>
</tr>
</tbody>
</table>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**
   - APPROVED
   - APPROVED as AMENDED
   - DENIED
   - OTHER

13. **PORT AUTHORITY ACTION:**
   - APPROVED
   - APPROVED as AMENDED
   - DENIED
   - DEFERRED to
   - OTHER
a written Task Authorization in accordance with the Board-approved contract, and as approved by FDOT and FAA, as required. Only Tasks authorized to begin and subsequently performed can be billed by and paid to the Consultant.

Attachments:
Project Exhibit
Contract Amendment
LEE COUNTY PORT AUTHORITY
LOQ 16-05 Design Rehabilitation Airside Pavement

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 Rehabilitation Airside Pavement – CA Services for New Airfield Lighting Vault:

(1) Reasons for Amendment:
☐ Programmed CIP Project(s)
☐ Unforeseen Site Conditions
☐ Design Change
☐ Safety Considerations
☐ 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.

KIMLEY-HORN & ASSOC., INC. ARCHITECT/ENGINEER ACCEPTANCE

Michael Carey 7/2/20

Gary R. Ratay 7/2/20

FDOT: ________________________________ FAA: ________________________________
FDOT Representative FAA Representative

Approved as to Form: ________________________________
Port Attorney

LEE COUNTY PORT AUTHORITY AUTHORIZATION

☐ By: ________________________________
Executive Director or Designee

☐ Board Item By: ________________________________
Chair - Lee County Port Authority Board of Port Commissioners
EXHIBIT A – SUBCONSULTANT/SUBCONTRACTOR INFORMATION

CA No. 20

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.)

<table>
<thead>
<tr>
<th>Service or Work to be Performed</th>
<th>Name, Address, Phone and e-mail of Individual or Firm</th>
<th>Estimated Dollar Value of Subcontracted Work</th>
<th>DBE, WBE, or MBE (yes or no)</th>
<th>If Yes, Estimated Dollar Value of DBE/WBE/MBE Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surveyor</td>
<td>T2 Utility Engineers 5670 Zip Drive Fort Myers, FL 33905</td>
<td>$10,000.00</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>#</td>
<td>Task</td>
<td>Approved Contract Amount</td>
<td>Project Budget Adjustments</td>
<td>Other Contract Adjustments</td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------------</td>
<td>--------------------------</td>
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</tr>
<tr>
<td>1</td>
<td>Pavement Evaluation</td>
<td>$890,962.00</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>2</td>
<td>Bio Remediation Injection Wells</td>
<td>$69,810.00</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>3</td>
<td>Taxiway F Pavement - Included in Task 1</td>
<td>$29,190.00</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>4</td>
<td>Design Services</td>
<td>$3,997,430.14</td>
<td>$-</td>
<td>$-</td>
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<tr>
<td>5</td>
<td>Taxiway F Pavement CA Services</td>
<td>$28,636.72</td>
<td>$-</td>
<td>$-</td>
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<tr>
<td>6</td>
<td>North Ramp Erosion</td>
<td>$29,690.00</td>
<td>$-</td>
<td>$-</td>
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<td>7</td>
<td>TW F Add'l Geotech Test Priority 1</td>
<td>$138,145.00</td>
<td>$-</td>
<td>$-</td>
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<tr>
<td>8</td>
<td>TW F Add'l Geotech Test Priority 2</td>
<td>$138,145.00</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>9</td>
<td>Project Design Revisions</td>
<td>$82,460.00</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>10</td>
<td>Air Cargo High Mast Lighting</td>
<td>$138,145.00</td>
<td>$-</td>
<td>$-</td>
</tr>
</tbody>
</table>

**CONTRACT TOTALS**

$4,888,392.14 $- $(2,969.00) $138,145.00 $82,460.00 $144,533.91 $679,981.72 $149,564.00 $6,356,266.27 $5,455,565.17 $863,876.50 $28,291.00

*Board-approved Level 4 - $100,000 11/3/16*
CONSTRUCTION ADMINISTRATION SERVICES FOR NEW AIRFIELD LIGHTING VAULT AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

FINAL revision 03.11.2020

Project Description

The Lee County Port Authority (LCPA) entered into an agreement with Kimley-Horn to provide Professional Services for the Rehabilitation of Airfield Pavements at Southwest Florida International Airport (RSW). Construction Documents have been prepared and the program has been subdivided into separate construction projects.

The Scope of Work included herein includes Services During Construction for the New Airfield Lighting Vault only. Services will include Construction Administration (CA) services only. Resident Project Representative services are not included in this scope of work.

The New Airfield Lighting Vault includes:

- Vault site work including:
  - Clearing and grubbing, erosion control
  - Paving, grading and drainage
  - Concrete sidewalks and equipment pads
  - Sodding, #57 stone surfacing
  - Pavement markings and signage
  - Screen wall

- Security fencing including Gate 63 relocation
  - New gate to be powered by new vault.
  - Cameras, fiber, gate operator

- Fire line extension with fire hydrant
- Security camera and keypad at entrance/exit to building
- Install new fiber from vault to perimeter fence and make connection to existing fiber (see Figure 1). Make connection of security cameras and keypad to airport network.

- Airfield Lighting Vault building (complete) including:
  - Mechanical, electrical, fire alarm monitoring
  - Propane fuel engine generator
  - Propane fuel tanks – 1,000 gallon tanks (2)

- Airfield Lighting Vault electrical equipment including:
  - FPL secondary service
  - Constant current regulators (CCRs)
  - Airfield lighting control monitoring system (ALCMS)
  - Conduit, cabinets, disconnect switches, conductors, and all necessary material to provide an operational airfield lighting vault
- Refer to Electrical Vault Plan sheet E-6.01 for vault layout
- Adjacent can plaza and conduit (no cabling) within limits of site – see Figure 2
- Commissioning of ALV building
The professional services will include general items of work with the following breakdown of services between design team members. Quality Assurance and Quality Control testing shall be the responsibility of the CM/GC and not included herein.

**Kimley-Horn and Associates:**
- Lead design consultant
- Provide construction administration services

**T2 Utility Engineers (formerly Cardno, Inc.) or other survey firm**
- Owner requested surveying during construction (as needed)

**Schedule**

Construction Phase Services are estimated to be 321 calendar days. Construction Phase Services will have the following milestones:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Phase Duration in Calendar Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor’s Notice to Proceed and Mobilization (Phase 1)</td>
<td>30</td>
</tr>
<tr>
<td>Phase 2</td>
<td>291</td>
</tr>
<tr>
<td>Substantial Completion to Final Completion</td>
<td>30</td>
</tr>
</tbody>
</table>

The project team anticipates the following staffing plan for Construction Phase Services:

<table>
<thead>
<tr>
<th>Construction Phase Service:</th>
<th>Staffing Plan:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Administration</td>
<td>Office support services as needed</td>
</tr>
<tr>
<td>Resident Project Representation</td>
<td>Not included in this agreement</td>
</tr>
</tbody>
</table>

Construction Phase Services under the agreement (except for Post Construction Phase Services/Project Close Out) terminate at the earlier of the issuance by the Owner of the final contract payment or 30 days after the date of substantial completion of the work.

**Scope of Services**

**Task 1 – Construction Administration Services**

Following the Authority’s award of the construction contract, KH will support the Authority in administering the construction contract.

KH shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. KH shall not have the authority or responsibility to stop the work of any Contractor. KH may advise the Authority to suspend operations, wholly or in part, when safety violations or persistent nonconformance to the plans and specifications are noted. Specific services to be provided include:
1.1 General Administration of Construction Contract

KH will coordinate with the Authority and act as their representative as provided in the Contract Documents and attend one pre-construction conference stated in FAA Advisory Circular 150/5370-2G, paragraph 104.b(3). KH will attend the pre-construction conference and shall be prepared to discuss project elements. KH will also attend weekly construction progress meetings. CM/GC will be responsible for meeting agendas, sign-in sheets, and the preparation of meeting notes for distribution to meeting attendees. KH will provide assistance to the CM/GC for the development of the pre-construction conference materials including exhibits and graphics.

**Deliverables:**

- Assistance to the CM/GC for the development of the pre-construction conference meeting materials.

1.2 Prework Meetings

To facilitate an efficient transition from the bidding process to construction, KH will attend a series of Prework meetings prior to the formal issuance of Notice to Proceed No. 1 (Initiation of formal work activities). The purpose of the meetings will be to facilitate activities needed to initiate the physical work concurrently with Notice to Proceed. Items to be discussed include status of project award, development of critical path and early work activities needed, review of critical path shop drawings, Request for Information, Contractor Quality Control Plans, Construction Schedules, Personnel and Badging requirements, etc. The CM/GC will chair these meetings and will be responsible for meeting agendas, sign-in sheets, and preparation of meeting notes for distribution to attendees. Up to four (4) Prework Meetings are included in this task.

**Deliverables:**

- Not applicable.

1.3 Conformed Contract Documents

The project specifications and construction plans as prepared for bidding will be updated “conformed” to include the following items from the bidding phase; pre-bid meeting notes, pre-construction meeting notes, fully executed contract, bidding addendums, bidders submittal items and construction plan sheets for distribution to LCPA, FAA, FDOT, CM/GC and Engineer.

**Deliverables:**

- Electronic PDF of conformed plans, technical specifications and front-end documents

1.4 Visits to Site and Observation of Construction

KH will provide periodic on-site construction observation services during the construction phase. Construction is assumed to have a 48-week duration. KH will make one weekly visit (including mobilization period) within the estimated duration of construction in order to observe the progress of the work. An additional 16 site visits
(once every three weeks) will be provided at the request of the Authority. Such visits and observations by KH are not intended to be exhaustive or to extend to every aspect of Contractor’s work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the work by the Authority on KH’s exercise of professional judgment. Based on information obtained during such visits and such observations, KH will evaluate whether Contractor’s work is generally proceeding in accordance with the plans and specifications, and KH will keep the Authority informed of the general progress of the work.

The purpose of KH’s site visits will be to enable KH to better carry out the duties and responsibilities specifically assigned in this agreement to KH, and to provide the Authority a greater degree of confidence that the completed Work will conform in general to the plans and specs. KH shall not, during such visits or as a result of such observations of Contractor’s work in progress, supervise, direct, or have control over Contractor’s work, nor shall KH have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor’s work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor’s furnishing and performing the Work. Accordingly, KH neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor’s failure to furnish and perform its work in accordance with the plans and specs.

KH will recommend to LCPA that the Contractor’s work be disapproved and rejected while it is in progress if, on the basis of such observations, KH believes that such work will not produce a completed project that conforms to plans and specs.

**Deliverables:**

- Electronic PDF of Engineer’s site visit field report with photographs.

### 1.7 Clarifications and Interpretations

KH will respond to reasonable and appropriate Contractor requests for information (RFIs) and issue necessary clarifications and interpretations of the Contract Documents to the Authority as appropriate to the orderly completion of Contractor’s work. Any orders authorizing variations from the Contract Documents will be made by the Authority.

KH will, if requested by the Authority, render written decision on all claims of the Authority and Contractor relating to the acceptability of Contractor’s work or the interpretation of the requirements of the plans and specs pertaining to the progress of Contractor’s work. In rendering such decisions, KH shall be fair and not show partiality to the Authority or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

**Deliverables:**

- Review Contractor’s request for information and provide clarification of design intent.
- Return RFI’s with response
1.8 Contract Amendments and Field Directives

KH may recommend Contract Amendments to the Authority and will review and make recommendations related to Contract Amendments submitted or proposed by the Contractor. The Authority will authorize Field Directives authorizing variations from the requirements of the Contract Documents. KH will assist in preparation of Contract Amendments in compliance with the Authority for the project.

Deliverables:
- Review Contract Amendment documentation and provide analysis of materials, cost and time to the Authority.
- Copies of proposed Contract Amendment with minor revisions to existing drawings.

1.9 Contractor Payment Request

KH will review the CM/GC’s monthly partial payment request, and recommend payment based on-site observations and supporting information provided. Supporting information should include progress schedule, partial release of liens and other Authority required documentation. By recommending any payment, KH will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by KH to check the quality or quantity of Contractors work as it is furnished and performed, beyond the responsibilities specially assigned to KH in this AGREEMENT and the Contract Documents.

Deliverables:
- Copies of approved pay requests along with backup information, as applicable.

1.10 Shop Drawings and Samples

KH will review or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the plans and specs. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

KH will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state, local government entities and the Authority.

Deliverables:
- Returned submittals with Engineer of Record action indicated stamp.

Task 2- Project Close Out

2.1 Substantial Completion
KH will, promptly after notice from CM/GC that it considers the Work ready for its intended use, in company with the Authority and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items except for those identified on a final punch list. If after considering any objections of the Authority, KH considers the Work substantially complete, KH will notify the Authority and CM/GC.

**Deliverables:**

- Letter identifying deficient items of construction
- Letter or form of Substantial Completion

### 2.2 Final Notice of Acceptability of the Work

KH will conduct a final site visit to determine if the completed work of Contractor is generally in accordance with the plans and specs so that KH may recommend, in writing, final payment to the CM/GC. Accompanying the recommendation for final payment, KH shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of KH’s knowledge, information, and belief based on the extent of its services and based upon information provided to KH upon which it is entitled to rely.

**Deliverables:**

- Letter providing consideration of general conformance with the Contract Documents

### 2.3 Project Close Out

KH will prepare a project closeout book summarizing compliance with FAA and FDOT construction standards, except approved modifications. The expected table of contents is as follows:

**Section 1 Final Inspection/Substantial Completion**

1.1 Final Acceptance Letter
1.2 Certificates of Substantial Completion

**Section 2 Construction Quantities and Cost**

2.1 Summary of Construction Costs
2.2 Summary of Final Construction Quantities
2.3 Final Application for Payment
2.4 Final Release Form
2.5 Consent of Surety for Final Payment and Power of Attorney
2.6 Summary of Contract Time

**Section 3 Construction of Quality Assurance**

3.1 Material Certifications and Submittals

**Section 4 Engineering Cost Summary**

4.1 Summary of Engineering Costs
Section 5 Disadvantage Business Enterprise Participation
   5.1 DBE Reporting Forms

Section 6 Record Drawings

**Deliverables:**

- Attendance at site visits, copies of punch list reports, certification forms and project close out book
- Record Drawings

**FEE**

**Total Lump Sum:** $138,145
## BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

### 1. REQUESTED MOTION/PURPOSE:
Request Board 1) authorize execution of a contract between the Port Authority and Michael Baker International, Inc. by Chairman and 2) authorize a Contract Amendment in the amount of $159,490 for Construction Engineering & Inspection Services for the Rehabilitation of Airside Pavement Rehabilitation Project (Airfield Electrical Vault) at RSW.

### 2. FUNDING SOURCE:
Florida Department of Transportation Grant 431367; Passenger Facilities Charges; RSW Construction Account 21859341234.506510.51

### 3. TERM:
Five Years

### 4. WHAT ACTION ACCOMPLISHES:
Provides for construction engineering and inspection services pursuant to new state requirements.

### 8. AGENDA:
- [ ] CEREMONIAL/PUBLIC PRESENTATION
- [x] CONSENT
- [ ] ADMINISTRATIVE

### 10. BACKGROUND:
Southwest Florida International Airport (RSW) has a network of airside pavement infrastructure that has been constructed at various times from as early as 1979 (during the original RSW construction) through 2005 (as part of the Midfield Terminal construction). In order to perform the necessary rehabilitative measures to correct existing pavement distresses, the Port Authority has embarked on a program that involves the rehabilitation of certain airfield pavements and the construction of a new airfield electrical vault that will serve to reduce the burden on the existing vault and more efficiently serve the needs of future airfield electrical demands.

To complete these efforts, on November 3, 2016, the Board approved a contract with Kimley-Horn Associates to perform design services associated with this program. At that same meeting, the Board also approved a contract with Owen Ames Kimball to perform Construction Manager/General Contractor Services for these improvements. At the time of the original design contract approval, it was anticipated that Kimley-Horn Associates would perform all construction engineering inspections. However, on June 26, 2019, the Governor signed HB 905 into law creating a new requirement (Florida Statute 337.12 (7)), which stated that the entity performing design services and construction engineering/inspection services could not be the same entity on state grant funded projects. Consequently, FDOT has updated their grants to include this provision.

### 11. RECOMMENDED APPROVAL

<table>
<thead>
<tr>
<th>DEPUTY EXEC DIRECTOR</th>
<th>COMMUNICATIONS AND MARKETING</th>
<th>OTHER</th>
<th>FINANCE</th>
<th>PORT ATTORNEY</th>
<th>ACTING EXECUTIVE DIRECTOR</th>
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</thead>
<tbody>
<tr>
<td>Mark R. Fisher</td>
<td>Victoria B. Moreland</td>
<td>N/A</td>
<td>Brian W. McGonagle</td>
<td>Gregory S. Hagen</td>
<td>Benjamin R Stiegel</td>
</tr>
</tbody>
</table>

### 13. PORT AUTHORITY ACTION:
- APPROVED
- APPROVED as AMENDED
- DENIED
- DEFERRED to
- OTHER

---

11. RECOMMENDED APPROVAL

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:
- APPROVED
- APPROVED as AMENDED
- DENIED
- DEFERRED to
- OTHER
To maintain compliance and ensure agency participation in construction grant funding, on June 25, 2020 the Board selected Michael Baker International, Inc. as the top ranked firm to perform Construction Engineering and Inspection Services for the new Airfield Electrical Vault at Southwest Florida International Airport and authorized staff to begin contract negotiations. Since that time, staff has negotiated a professional services contract and a Contract Amendment with Michael Baker International, Inc. to provide Construction Engineering and Inspection services for fees totaling $159,490.

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

Attachments:
  
  Contract
  
  Contract Amendment
LEE COUNTY PORT AUTHORITY

PROFESSIONAL SERVICES AGREEMENT

LOQ 20-33TLB

CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES

FOR RSW AIRFIELD ELECTRICAL VAULT PROJECT

THIS AGREEMENT is entered this 3rd day of September, 2020, between the LEE COUNTY PORT AUTHORITY, a political subdivision of the State of Florida ("Authority") at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and MICHAEL BAKER INTERNATIONAL, INC., a Pennsylvania corporation, authorized to do business in the State of Florida, having a business address of 4211 West Boy Scout Boulevard, Ste. 500, Tampa, FL 33607, FEI No. 25-1228638 ("Consultant").

WITNESSETH:

WHEREAS, Authority desires to obtain professional construction engineering and inspection ("CEI") services of Consultant for the Airfield Electrical Vault Project (the "Project") at the Southwest Florida International Airport in Fort Myers, Florida; and

WHEREAS, Consultant has submitted Letters of Qualifications seeking to provide those services and represents that it has expertise in the type of professional services required; and

WHEREAS, Authority has conducted a competitive selection process under the terms of the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes,
(the "CCNA") to obtain the professional services described below and has selected Consultant to provide those services.

**NOW, THEREFORE**, in consideration of the mutual covenants and provisions contained herein, the parties agree as follows:

**ARTICLE 1 - RECITALS**

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

**ARTICLE 2 - SCOPE OF SERVICES**

2.1. Consultant shall provide professional construction engineering and inspection services to Authority, as described in Schedule "A", Scope of Services, attached to this Agreement and incorporated herein. These services shall be referred to in this Agreement as "Basic Services" and will include serving as Authority's professional consultant and providing the customary services associated therewith.

2.2. Consultant has represented to Authority that it has expertise in the type of professional services that will be required by the Scope of Services. Consultant agrees that all services provided by Consultant under this Agreement shall be subject to Authority's review and approval and shall be performed according to the normal and customary standards of professional practice for firms with special expertise in the type of construction engineering and inspection services required by this Agreement, and in compliance with all laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over those services. If Consultant becomes aware of any conflicts in these requirements, Consultant shall notify Authority of such conflict and utilize its best professional judgment to resolve the conflict.
ARTICLE 3 - TERM OF AGREEMENT

The term of this Agreement commences on the date first written above and continues for one (1) year following the completion of construction and acceptance by the Authority, estimated to be four (4) years from the start of construction, without extension.

ARTICLE 4 - CONSULTANT'S RESPONSIBILITIES

Consultant shall:

4.1. Obtain and maintain throughout the term of this Agreement all licenses required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, all licenses required by any governmental agency responsible for regulating and licensing the professional services provided by Consultant under this Agreement.

4.2. Agree that when services provided under this Agreement relate to professional services which, under Florida Statutes, require a license, certificate of authorization or other form of legal entitlement to practice such services, Consultant shall employ and/or retain only qualified personnel to provide those services.

4.3. Employ and designate a qualified, licensed professional to serve as Consultant's project manager ("Project Manager"). Consultant shall designate its Project Manager in writing within five (5) calendar days after receiving an executed original of this Agreement. Consultant's Project Manager designation shall be executed by the proper officers of Consultant, and shall acknowledge that the Project Manager shall have full authority to bind and obligate Consultant on all matters arising out of or relating to this Agreement. The Project Manager shall be specifically authorized and responsible to act on behalf of Consultant with respect to directing, coordinating and administering all aspects of the services provided under this Agreement. Consultant agrees that the
Project Manager shall devote whatever time is required to satisfactorily manage all services provided by Consultant under this Agreement. The person selected as Consultant's Project Manager shall be subject to the prior approval and acceptance of Authority. Consultant further agrees not to change its designated Project Manager, or the location or duties assigned to the Project Manager, without prior written consent of Authority.

4.4. Agree to promptly remove and replace the Project Manager, or any other personnel employed or retained by Consultant, or any subconsultant or subcontractor, or any personnel of any such subconsultant or subcontractor, engaged by Consultant to provide services under this Agreement, within fourteen (14) calendar days of receipt of a written request from Authority. Authority may make such requests with or without cause.

4.5 Agree to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all inspections, data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by Consultant. The Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in such inspections, data, studies and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of Consultant.

4.6 Agree that neither review, approval, nor acceptance by Authority of any inspections, data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the Consultant, shall in any way relieve Consultant of responsibility for the adequacy, completeness and accuracy of its services and the quality of Consultant's work and materials. Neither the Authority's review,
approval or acceptance of, nor payment for, any part of the services, work and materials shall be construed to operate as a waiver of any of the Authority's rights under this Agreement or any cause of action it may have arising out of the performance of this Agreement.

4.7. If requested by Authority, maintain for the duration of this Agreement a local office in southwest Florida staffed full-time by Consultant's Project Manager. The local office must be Consultant's main place of business, or an independent branch office of Consultant's business and not merely the office of a subconsultant or subcontractor providing desk space to the Project Manager.

4.8. Comply with all federal, state and local laws and building requirements. Consultant shall devote particular attention to complying with Federal Aviation Administration regulations, requirements and Advisory Circulars. The Consultant shall also comply with all pertinent grant agreements and grant conditions applicable to each Task Authorization. Authority shall provide the Consultant with one copy of any specific and unique grant or regulatory requirements on a task by task basis prior to or concurrent with issuance of any Task Authorization.

4.9. Acknowledge that Authority is conducting an on-going capital improvement program at the Southwest Florida International Airport. Accordingly, Consultant agrees to coordinate the performance of its services under this Agreement as directed and required by Authority so as not to interfere with, disrupt or delay any work. Consultant further agrees to coordinate its efforts with Authority's other architects, engineers, designers, or construction managers for that work.
ARTICLE 5 - ADDITIONAL SERVICES OF CONSULTANT

Additional Services refer to professional services that are not specifically set out in the Scope of Services and may include, but are not limited to:

5.1. Preparation of applications and supporting documents (except those already to be furnished under this Agreement) for private or governmental grants, loans or advances in connection with the Project or Task.

5.2. Services resulting from significant changes in the general scope, extent or character of any assignment including, but not limited to, changes in size, complexity, Authority's schedule or character of construction; and revising previously accepted studies, reports, designs or documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to and not reasonably anticipated prior to the preparation of such studies, reports, designs or documents, or that are due to any causes beyond Consultant's control and fault.

5.3. Furnishing services of independent professional associates and consultants for services other than those to be provided by Consultant under this Agreement.

5.4. Services during out-of-town travel required of Consultant and as directed by Authority, other than visits to the Project site or Authority's offices.

5.5. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except as otherwise provided for herein.

5.6. Preparing to serve or serving as a consultant or witness for Authority in any litigation, or other legal or administrative proceeding, involving any assignment (except
for assistance in any litigation or other legal or administrative proceeding, involving any assignments that are included as part of the Basic Services to be provided herein).

5.7. Additional services rendered by Consultant in connection with any assignment, not otherwise provided for in this Agreement or not customarily furnished in accordance with generally accepted professional construction engineering and inspection services practice.

Any additional services may only be authorized by a written amendment to the Agreement, signed by both parties prior to the commencement of any additional services. Any additional services agreed to by the parties will constitute a continuation of the professional services requested under this Agreement and shall be provided and performed in accord with the terms of this Agreement and any amendment to this Agreement.

Any Amendment to this Agreement shall describe: (1) the scope of the additional services requested; (2) the basis of compensation; and (3) the period of time or performance schedule for completion of the additional services.

**ARTICLE 6 - AUTHORITY'S RESPONSIBILITIES**

Authority shall:

6.1. Designate in writing a project manager to act as Authority's representative with respect to the issuance of Task Authorizations for services rendered under this Agreement ("Authority Project Manager"). The Authority's Project Manager, the Executive Director, Deputy Executive Director - Development or the Development Division Director shall have authority to execute Contract Amendments, Task Authorizations, and any modifications or changes to Consultant's (1) scope of services;
(2) time of commencement or delivery; or (3) compensation related to services required under any Contract Amendment or Task Authorization. The Authority Project Manager shall have authority to transmit instructions, receive information, and interpret and define Authority’s policies and decisions with respect to Consultant’s services under this Agreement. The Authority Project Manager shall review and make appropriate recommendations on all requests for payment for services submitted by Consultant.

6.2. The Authority Project Manager is not authorized to, and shall not, issue any verbal orders or instructions to Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) scope of services provided and performed by Consultant hereunder; (2) the time Consultant is obligated to commence and complete all such services; or (3) the compensation Authority is obligated or committed to pay Consultant.

6.3. Provide all criteria and information requested by Consultant as to Authority’s requirements for any project or task, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and budgetary limitations.

6.4. Upon request from Consultant, make available to Consultant all available information in Authority’s possession pertinent to any required work, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data concerning design or construction of a project.

6.5. Arrange access, in accord with Authority’s security regulations, for Consultant to enter any Project site to perform services. Consultant acknowledges that
Authority may provide such access during times that are not Consultant's normal business hours.

6.6. Notify Consultant of any defects or deficiencies in services rendered by Consultant.

**ARTICLE 7 - NOTICE TO PROCEED, TASK AUTHORIZATIONS AND TIME FOR COMPLETION OF SERVICES**

7.1. Consultant shall commence work under this Agreement upon execution of this Agreement and on receipt of Authority's written Notice to Proceed or a Task Authorization for all or any designated portion of work assigned under this Agreement. If the Scope of Services contemplates the issuance of multiple Task Authorizations (to allow for completion of Consultant's services in phases or to otherwise coordinate work under this Agreement, for example) then each Task Authorization shall include a delivery date and a not-to-exceed dollar amount for all work under any designated Task.

7.2. If Consultant is obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Consultant, and not due to its own fault or neglect, including but not restricted to: acts of God or of public enemies, acts of government or of Authority, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then Consultant shall notify Authority in writing within seventy-two (72) hours after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Consultant may have had to request a time extension.

7.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Consultant's services from any cause whatsoever,
including those for which Authority may be responsible in whole or in part, shall relieve Consultant of its duty to perform services or give rise to any right to damages or additional compensation from Authority. Consultant's sole remedy against Authority will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of Consultant, the services under this Agreement have not been completed within twenty-four (24) months of the date a Notice to Proceed was issued, Consultant's compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by Consultant after expiration of said twenty-four (24) month period.

7.4. If Consultant fails to commence, provide, perform or complete any of the services to be provided hereunder in a timely and diligent manner, in addition to any other rights or remedies available to Authority hereunder, Authority at its sole discretion and option may withhold any and all payments due and owing to Consultant until such time as Consultant resumes performance of its obligations in such a manner so as to establish to Authority's satisfaction that Consultant's performance is or will shortly be back on schedule.

ARTICLE 8 - COMPENSATION AND METHOD OF PAYMENT

8.1. Authority will pay Consultant for all authorized services provided by Consultant under this Agreement as prescribed in Schedule "B", Basis of Compensation, which is attached hereto and incorporated by reference, and as set forth in this Agreement or any individual Task Authorizations executed by the parties. Consultant will be compensated on either a lump-sum basis on completion of a particular Task or over the
course of Consultants' services for Work in Progress, based on a monthly statement of services, as follows:

(1) **Lump Sum** - Upon Authority's acceptance of Consultants' work, Authority will pay Consultant a lump sum as specified in this Agreement or any applicable Task Authorization.

Lump Sum Fees are understood and agreed to include all direct and indirect labor costs, personnel related costs, overhead and administrative costs, costs of sub-consultant(s) and/or subcontractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Consultant as may be required and/or necessary to complete each and every task set forth in the Scope of Professional Services, or as may be set in a subsequent Task Authorization, agreed to in writing by both parties to this Agreement.

(2) **Monthly Statements** - Consultant may submit an invoice to Authority's Development Division each calendar month covering services rendered and completed during the preceding calendar month. Consultant's invoice shall be itemized to correspond to the basis of compensation as set forth in this Agreement or the Task Authorization, expressed as a percentage of the total work to be performed under this Agreement or that Task Authorization. Each invoice shall be accompanied by a monthly progress report specifying the activities of the previous month.

(3) **Not-To-Exceed Fee(s)** - When all, or any portion, of the Consultant's compensation for performing the services required by the Tasks set forth in the Scope of Services or Task Authorization(s) authorized thereto, is to be made on a Not-to-Exceed
(N.T.E.) amount basis, it is mutually understood and agreed that such compensation for each Completed Task shall be made on the following basis:

a. For the actual hours necessary, required and expended by the Consultant's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in Schedule "B" to this Agreement; and

b. For the actual necessary, required and expended non-personnel reimbursable expenses and costs, multiplied by the applicable Basis of Charges for each item as set forth in Schedule "B-1", "Non-Personnel Reimbursable Expenses and Costs", attached and incorporated by reference; and

c. With the understanding and agreement that the Authority shall pay the Consultant for all such costs and expenses within the established Not-to-Exceed amount for each Task or Sub-Task subject to the Consultant presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto to show evidence satisfactory to the Authority covering all such costs and expenses; and

d. With the understanding and agreement that the Consultant's invoices and all payments to be made for all Not-to-Exceed amounts shall be subject to the review, acceptance and approval of the Authority; and

e. With the understanding and agreement that when the Consultant's compensation is established on a Not-to-Exceed basis for a specific Task(s) or Sub-Task(s) the total amount of compensation to be paid the Consultant to cover all personnel costs, non-personnel reimbursable expenses and costs and Sub-Consultant and Sub-Contractor costs for any such specific Task(s) or Sub-Task(s) shall not exceed
the amount of the total Not-to-Exceed compensation established and agreed to for each specific Task(s) or Sub-Task(s).

(4) **Non-Personnel/Reimbursable Expenses** - Authority will further compensate Consultant for all non-personnel reimbursable expenses and costs in accord with Schedule “B-1”, “Non-Personnel Reimbursable Expenses and Costs”.

(5) **Authorization to Commit Funds** - All Tasks outlined in the Agreement are contingent upon execution of a Task Authorization Form. The Board of Port Commissioners' approval and execution of this Agreement does not commit the Authority to the expenditure of any federal, state, local or funds for any service listed in this Agreement. Only by execution of a Task Authorization is the expenditure of funds authorized and committed. Consultant and Authority understand, recognize and agree that there is no presumption of funding availability, authorization to work or commitment for future work until an appropriate Task Authorization is executed by both parties. Tasks may be authorized in whole or in part.

8.2 Authority shall issue payment to Consultant within forty-five (45) calendar days after receipt of an invoice in an acceptable form and containing the requested breakdown and detailed description and documentation. Should Authority object or take exception to the amount of any Consultant’s invoice, Authority shall notify Consultant in writing of such objection or exception within the forty-five (45) day period. If such objection or exception remains unresolved at the end of the forty-five (45) day period, Authority shall withhold the disputed amount and make payment to Consultant of all amounts not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties.
8.3 Failure by Consultant to follow the instructions set out above shall result in an unavoidable delay in payment by Authority.

8.4 If this Agreement is terminated for the convenience of the Authority, the Authority shall compensate the Consultant for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the Consultant in effecting the termination of services and work, and incurred by the submittal to the Authority of any Project documents.

8.5 If Authority suspends the Consultant's services or work on all or part of the services required by this Agreement, the Authority shall compensate the Consultant for all services performed prior to the effective date of suspension and any reimbursable expenses then due along with any reasonable expenses incurred or associated with, or incurred as a result of such suspension.

8.6 If services required under this Agreement are terminated, canceled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of Contract Amendment(s); the Consultant shall not be entitled to receive compensation for anticipated fees; profit, general and administrative overhead expenses or any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, canceled or decreased.

8.7 The Consultant may cross-utilize funds from the various Tasks assigned to accomplish the overall purpose and goal of this Agreement provided Consultant has obtained prior written approval from the Authority. The Authority shall review the need for such request and the impact on other assigned Tasks. In doing so, the Authority retains the authority to delete any Task outlined in the Scope of Services.
ARTICLE 9 - FAILURE TO PERFORM

If Consultant fails to commence, perform and/or complete any of the services and work required under this Agreement in a timely and diligent manner, the Authority may consider such failure as cause to terminate this Agreement. As an alternative to termination, the Authority may, at its option, withhold any or all payments due and owing to the Consultant, not to exceed the amount of the compensation for the work in dispute, until such time as the Consultant resumes performance of its obligations in accordance with the time and schedule of performance requirements set forth in this Agreement.

ARTICLE 10 - PUBLIC RECORDS

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

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

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

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

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

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

Consultant agrees not to divulge, furnish or make available to any third person, firm or organization, without Authority's prior written consent, or unless incidental to the proper performance of Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any confidential or exempt information concerning the services to be rendered by Consultant hereunder. Consultant shall require all of its employees, agents, subcontractors to comply with the provisions of this Article.

ARTICLE 11 - CONSULTANT'S PUBLIC RECORDS OBLIGATIONS

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

1) Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services required under this Agreement;
2) Upon request from the Authority, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

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

4) Meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of Consultant 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@fylcpa.com; http://www.fylcpa/public records.

ARTICLE 12 - OWNERSHIP OF DOCUMENTS

Subject to Consultant’s receipt of payment due and owing for Consultant’s services satisfactorily performed and upon completion or termination of this Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports and other technical data, other than working papers, prepared or developed by Consultant under
this Agreement ("Documents") shall be delivered to and become the property of Authority, subject to the following limitations: (1) Authority acknowledges and such Documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Authority or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Consultant; and (2) any such use or reuse, or any modification of the Documents by Authority or others, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Authority’s risk and without liability or legal exposure to Consultant its subconsultants, or their officers, directors, members, partners, agents, and employees. Consultant may retain copies thereof for files and internal use.

**ARTICLE 13 - MAINTENANCE OF RECORDS**

Consultant will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by Consultant for a minimum of five (5) years from the date of expiration or termination of this Agreement or the date all work under this Agreement is complete, whichever is later. Authority, the FAA, the Comptroller General of the United States or any duly authorized agent or representative of any of them shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period thereafter; provided, however, such activity shall be conducted only during normal business hours.
ARTICLE 14 - INDEMNIFICATION

Consultant shall indemnify and hold harmless Authority and Lee County, Florida, and their respective Boards of Commissioners, officers, agents, and employees, from and against any liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees recoverable under applicable law, that may be made or brought hereafter by anyone on account of personal injury, property damage, loss of monies, or other loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Consultant, or anyone utilized by Consultant in the performance of this Agreement, except where such claims or damages result from the gross negligence or willful, wanton or intentional misconduct of Authority, Lee County or their respective Boards of Commissioners, officers, agents, or employees. This obligation will survive termination of the Agreement and acceptance of the services provided under this Agreement and payment therefore by Authority.

ARTICLE 15 - INSURANCE

During the term of this Agreement, Consultant shall provide, pay for, and maintain, with companies satisfactory to Authority, the types of insurance described herein. Promptly after execution of this Agreement by both parties, the Consultant must obtain the insurance coverages and limits as set out below. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida.

The Authority reserves the right to reject insurance written by an insurer it deems unacceptable because of poor financial condition or other operational deficiency. All insurance must be placed with insurers who are duly licensed, or authorized to do
business within the State of Florida, and with an A.M. Best Rating of not less than A-VII. Regardless of this requirement, Authority in no way warrants that the required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

All policies of insurance shall contain provisions that advance written notice shall be given to Authority's Risk Manager of any cancellation, intent not to renew, material change or alteration, or reduction in the policies' coverages, except in the application of the Aggregate Limits provision of any policy. If there is a reduction in the Aggregate Limit of any policy, Consultant shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. If there is a cancellation, Provider agrees to obtain replacement coverage as soon as possible.

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

All of Consultant's insurance coverages shall be primary and non-contributory to any insurance or self-insurance program carried by Authority and applicable to work under this Agreement and shall include waiver of subrogation in favor of Authority.

No work shall commence on any Task assigned under this Agreement unless and until the required Certificates of Insurance are received and approved by Authority.

15.1. INSURANCE REQUIRED

Before starting and until acceptance of any work by Authority, Consultant shall procure and maintain insurance of the types and to the limits specified in paragraphs
15.2.1 through 15.2.4, inclusive below. All liability insurance policies obtained by Consultant to meet the requirements of this Agreement, other than Worker's Compensation and Employer's Liability and Professional Liability policies, shall name Authority as an additional insured as to the services of Consultant under this Agreement and shall contain the severability of interests provisions.

15.2. COVERAGES

The amounts and types of insurance described below are the minimum requirements and are not intended to limit the Authority's access to additional coverage if more coverage is available. All amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) forms and endorsements or broader where applicable:

15.2.1. **Professional Liability Insurance** - Consultant shall maintain professional liability insurance insuring its legal liability arising out of the negligent performance of professional services under this Agreement. Such insurance shall have limits of not less than $2,000,000 each claim. Consultant must continue this coverage for a period of not less than five (5) years after completion of its services to Authority. Consultant shall promptly submit a Certificate of Insurance providing for an unqualified written notice to Authority of any cancellation of coverage or reduction in limits, other than the application of the Aggregate Limits provision.

If the professional liability insurance is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended
discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

15.2.2. **Commercial General Liability Insurance** - Consultant shall maintain an occurrence form commercial general liability insurance. Coverage shall include, but not be limited to, Personal and Advertising Injury, Broad Form Property Damage including Completed Operations, Broad Form Contractual Liability and XCU Coverages. If Consultant provides any construction work, it must also include Products & Completed Operations, with the Completed Operations Coverage maintained for any project under this Agreement and then for not less than five (5) years following completion and acceptance of the work by Authority. Limits of coverage shall not be less than the following:

| Each Occurrence Personal and Advertising Injury | $1,000,000 |
| Products & Completed Operations                | $2,000,000 |

If the General Liability insurance required herein is issued or renewed on a "claims made" form, as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of any Task under this Agreement and shall provide that in the event of cancellation or non-renewal the discovery period for insurance claims (Tail Coverage) shall be unlimited.

15.2.3. **Automobile Liability Insurance** shall be maintained by Consultant as to ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles used in performance of this work with limits of not less than:

| Bodily Injury and Property Damage Liability | $5,000,000 Combined Single Limit |
15.2.4. **Worker's Compensation and Employers Liability Insurance** shall be maintained by Consultant during the term of this Agreement for all employees engaged in the work under this Agreement, in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than:

<table>
<thead>
<tr>
<th>Worker's Compensation</th>
<th>Florida Statutory Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employer's Liability</td>
<td></td>
</tr>
<tr>
<td>Each Accident</td>
<td>$500,000</td>
</tr>
<tr>
<td>Disease Each Employee</td>
<td>$500,000</td>
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</tbody>
</table>

15.2.5. Consultant must provide evidence of the required insurance coverage using Authority's Certificate of Insurance attached as Schedule "C", or similar form acceptable to Authority's Risk Manager, to verify coverages. The Certificate of Insurance must be completed on a "sample only" basis by Consultant's insurance representatives and must be submitted for Authority's review as to acceptability. Upon acceptance, the Certificates must be signed by an Authorized Representative of the insurance company/companies shown on the Certificates with proof that he or she is an authorized representative thereof. In addition, copies of all insurance policies shall be provided to Authority, on a timely basis, if requested by Authority. If any insurance provided under this Agreement will expire prior to the completion of the services provided under this Agreement, renewal Certificates of Insurance on an acceptable form and copies of the renewal policies, if requested by Authority, must be furnished to Authority's Risk Manager at least thirty (30) days prior to the date of expiration.

15.2.6. If Consultant does not maintain the insurance coverages required by this Agreement, Authority may cancel the Agreement or at its sole discretion is authorized to purchase such coverages and charge Consultant for such coverages purchased.
Authority shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Authority to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.

**ARTICLE 16 - SERVICES BY CONSULTANT'S OWN STAFF**

Services to be performed hereunder shall be performed by Consultant's own staff, unless otherwise authorized in writing by Authority. The employment of, contract with, or use of the services of any other person or firm by Consultant, as independent contractor or otherwise, shall be subject to the prior written approval of Authority. No provision of this Agreement shall, however, be construed as constituting an agreement between Authority and any such other person or firm. Nor shall anything contained herein be deemed to give any such party or any third party any claim or right of action against Authority beyond such as may otherwise exist without regard to this Agreement.

**ARTICLE 17 - WAIVER OF CLAIMS**

Consultant's acceptance of final payment shall constitute a full waiver of any and all payment claims, except for insurance company subrogation claims, by it against Authority for services rendered under this Agreement, except those previously made in writing and identified by Consultant as unsettled at the time of the final payment. Neither the acceptance of Consultant's services nor payment by Authority shall be deemed to be a waiver of any of Authority's rights against Consultant.

**ARTICLE 18 - AIRPORT SECURITY REQUIREMENTS**

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

Consultant therefore agrees, in addition to the other indemnification and assumption of liability provisions set out above, to indemnify and hold harmless 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 Authority or Lee County, Florida by the FAA or any other governmental agency for breaches of security rules and regulations by Consultant, its agents, employees, subconsultants, subcontractors, or invitees.

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

Immediately upon the completion of any work requiring airport security access under this Agreement, or upon the resignation or dismissal or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of Consultant, Consultant shall notify the Airport's Police Department that Consultant's access authorization or that of any of Consultant's agents, employees, subconsultants, subcontractors, or invitees has changed. Consultant will confirm that notice, by written confirmation on company letterhead, within twenty-four (24) hours of providing initial notice to the Airport's Police Department.

Upon termination of this Agreement, or the resignation or dismissal of any employee or agent, or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of Consultant, Consultant shall surrender any
Airport Security Identification Badge held by Consultant or by Consultant's agents, employees, subconsultants, subcontractors, or invitees. Should Consultant fail to surrender these items within five (5) days, Consultant shall be assessed a fee of One Hundred Dollars ($100.00) per identification badge not returned. This fee will be billed to Consultant or deducted from any money owing to Consultant, at Authority's discretion.

ARTICLE 19 - TERMINATION OR SUSPENSION

19.1. Consultant shall be considered in material default of this Agreement and such default will be considered cause for Authority to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under any Task Authorization, or (b) failure to properly and timely perform the services as directed by Authority as provided for in the Agreement, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. Authority may so terminate this Agreement, in whole or in part, by giving Consultant seven (7) calendar days written notice.

19.2. If, after notice of termination of this Agreement, it is determined for any reason that Consultant was not in default, or that its default was excusable, or that Authority was not entitled to the remedies against Consultant provided herein, then Consultant's remedies against Authority shall be the same as and limited to those afforded Consultant under paragraph 19.3. below.
19.3. Authority shall have the right to terminate this Agreement, in whole or in part, without cause upon thirty (30) calendar days written notice to Consultant. In the event of such termination for convenience, Consultant's recovery against Authority shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Consultant that are directly attributable to the termination, but Consultant shall not be entitled to any other or further recovery against Authority, including, but not limited to, anticipated fees or profits on work not required to be performed.

19.4. Upon termination, Consultant shall deliver to Authority all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.

19.5. Authority shall have the power to suspend all or any portions of the services to be provided by Consultant hereunder upon giving Consultant two (2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, Consultant's sole and exclusive remedy shall be an extension of time to its schedule.

**ARTICLE 20 - TERMINATION UNDER SECTION 287.135, F.S.**

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

**ARTICLE 21 - SECURING AGREEMENT**

Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

Consultant shall sign the Truth-In-Negotiation Certificate attached hereto and made a part hereof as Schedule “D”. The original Agreement price and any additions thereto shall be adjusted to exclude any sums by which Authority determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

**ARTICLE 22 - CONFLICT OF INTEREST**

The Authority desires to avoid any real or perceived conflict of interest in obtaining Consultant's services during the term of this Agreement. Consultant therefore agrees not to perform work for any third party related to development of the Southwest Florida International Airport or Page Field Airport, nor perform work related to any property directly abutting either Airport boundary, within the Runway Protection Zone of either Airport, or within the Southwest Florida International Airport Noise Overlay Zone.

Consultant represents that it presently has no interest and shall acquire no interest, during the term of this Agreement, either direct or indirect, which would conflict in any
manner with the performance of services required under this Agreement. Consultant further agrees that no person having any such interest shall be employed or engaged by Consultant for said performance.

If Consultant, for itself and on behalf of its subconsultants, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by Consultant or such subconsultant under this Agreement, then it will promptly bring such potential conflict of interest to Authority's attention, in writing. Authority will advise Consultant, in writing, within ten (10) calendar days as to the period of time required by Authority to determine if such a conflict of interest exists. If Authority determines that there is a conflict of interest, Consultant or such subconsultant shall decline the representation upon written notice by Authority.

If Authority determines that there is no conflict of interest, then Authority will give its written consent to the proposed representation. If Consultant or a subconsultant accepts any representation without obtaining Authority's prior written consent, and if Authority subsequently determines that there is a conflict of interest between that representation and the work being performed by Consultant or a subconsultant under this Agreement, then Consultant or such subconsultant agrees to promptly terminate the representation. Consultant shall require each of its subconsultants to comply with the provisions of this Article.

If Consultant fails to advise or notify Authority as provided hereinabove of representation which could, or does, result in a conflict of interest, or if Consultant fails to discontinue such representation when requested, Authority may consider such failure as justifiable cause to terminate this Agreement.
ARTICLE 23 - NOTICES AND ADDRESS OF RECORD

23.1. All notices required or made under this Agreement to be given by either party to the other shall be in writing and shall be delivered by hand or by United States Postal Service, first class mail service, postage prepaid, and addressed to the following addresses of record:

Lee County Board of Port Commissioners
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913

ATTENTION: Mark R. Fisher, Deputy Executive Director - Development

Michael Baker International, Inc.
4211 West Boy Scout Boulevard, Ste. 500
Tampa, FL 33607

ATTENTION: Mark Kistler, PE – Vice President

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

ARTICLE 24 - NO THIRD PARTY RIGHTS

Nothing contained in this Agreement shall create a contractual relationship with a third party, or any duty, obligation or cause of action in favor of any third party, against either the Authority or Consultant.

Services performed by Consultant under the Agreement are solely for the benefit of the Authority. This Agreement shall not be construed to create any contractual relationship between Consultant and any third party. It is the intent of the parties that there be no third party beneficiaries to this Agreement. The fact that the Authority may enter into other agreements with third parties that give Consultant and Authority the right
to observe work being performed by those third parties, shall not give rise to any duty or responsibility on the part of Consultant in favor of such third parties.

**ARTICLE 25 - MISCELLANEOUS**

25.1. Consultant, in representing Authority, shall promote the best interest of Authority and assume towards Authority a fiduciary relationship of the highest trust, confidence, and fair dealing.

25.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

25.3. This Agreement is not assignable, in whole or in part, by Consultant without the prior written consent of Authority.

25.4. Waiver by either party or a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

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

25.6. This Agreement, including any Addenda and referenced Schedules and Attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.
ARTICLE 26 - NOTICE REGARDING PUBLIC ENTITY CRIMES

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

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

A. Contracting to provide goods or services to a public entity.
B. Submitting a bid on a contract for construction or repair of a public building or public work.
C. Submitting bids on leases of real property to a public entity.
D. Being awarded or perform work as a contractor, supplier, subcontractor, or Consultant under a contract with any public entity in excess of $25,000.00.

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

ARTICLE 27 - APPLICABLE LAW

Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules, and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement shall be brought either in the Florida state courts in Lee County, Florida, or in the United States Federal District Court for the Middle District of
Florida, Fort Myers Division. The prevailing party in any such suit or action shall be entitled to recover from the other party their reasonable attorneys' fees and court costs.

ARTICLE 28 - PROHIBITED INTERESTS

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

ARTICLE 29 - LOBBYING CERTIFICATION

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

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

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

**ARTICLE 30 - E-VERIFY**

Prior to January 1, 2021, Consultant agrees that it will register and use the U.S. Department of Homeland Security’s E-Verify Program for Employment Verification in accordance with the terms governing use of the Program. The Consultant further agrees to provide the Authority with proof of such registration within thirty (30) days of the date of this Agreement.

If this Agreement is entered on or after January 21, 2021, Consultant certifies by signing below that it is registered with and using the E-Verify Program and is eligible to enter this Agreement.

Once registered, Consultant agrees to use the E-Verify Program to confirm the employment eligibility of:

30.1. All persons employed by Consultant during the term of this Agreement

30.2. All persons, including subconsultants and subcontractors, assigned by the Consultant to perform work or provide services or supplies under this Agreement.

Consultant further agrees that it will require each subconsultant 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 subconsultant or subcontractor during the term of this Agreement.

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

Compliance with the terms of this Article 30 is made an express condition of this Agreement, and the Authority may treat failure to comply as a material breach of the Agreement and grounds for immediate termination.

**ARTICLE 31 - COVENANTS AGAINST DISCRIMINATION**

During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest agrees as follows:

31.1. **Compliance with Regulations.** Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (the "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

31.2. **FAA Nondiscrimination Clause.** Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultant shall carry out all applicable requirements of 49 CFR Part 23 and Part 26 in the award and administration of DOT-assisted contracts. Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Authority (recipient) deems appropriate. Every contract that Consultant enters with a subconsultant or subcontractor for services under this Agreement must contain this clause.

31.3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation made by
Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

31.4. Information and Reports. Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to Authority or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

31.5. Sanctions for Noncompliance. In the event of Consultant's noncompliance with the nondiscrimination provisions of this Agreement, Authority shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to Consultant under the Agreement until Consultant complies; and/or

(b) cancellation, termination, or suspension of the Agreement, in whole or in part.

31.6. DBE Policy. It is the policy of the Department of Transportation (the "DOT") that Disadvantaged Business Enterprises ("DBE's") as defined in 49 CFR Part 23 and Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the
DBE requirements of 49 CFR Part 23 and Part 26 apply to this Agreement. Consultant agrees to ensure that DBE's as defined in 49 CFR Part 23 and Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Consultant shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 and Part 26 to ensure that DBE’s have the maximum opportunity to compete for and perform contracts.

31.7. Prompt Payment Requirements. Authority has adopted a DBE Program in compliance with 49 CFR Part 26, therefore, the following requirement will apply to all contracts funded, either wholly or in-part, with DOT financial assistance:

Consultant agrees to pay each subconsultant under this contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment Consultant receives from Authority. Consultant agrees further to return any retainage payments to each subconsultant within thirty (30) days after the subconsultant’s work is satisfactorily completed. Any delay or postponement of payment beyond these time limits may occur only for good cause following written approval of the delay by Authority. This clause applies to both DBE and non-DBE subconsultants.

31.8. Incorporation of Provisions. Consultant shall include the provisions of paragraphs 31.1. through 31.7. in every subcontract, including procurements of materials and leases of equipment, unless exempted by the Regulations or directives issued
pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

**ARTICLE 32 - NONDISCRIMINATION CLAUSE**

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

The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
ARTICLE 33 - GENERAL CIVIL RIGHTS CLAUSE

The Contractor agrees to comply with pertinent statute, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

ARTICLE 34 – MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Neither party shall have any claim or right against the other party, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages or any kind or nature whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable.

ARTICLE 35 - AMENDMENTS OR MODIFICATIONS

No amendment or modification to this Agreement shall be valid or binding upon the parties unless in writing as an Amendment to this Agreement and executed by both parties intended to be bound by it.

This Agreement shall become effective upon concurrence by the Federal Aviation Administration and/or the Florida Department of Transportation, if required, and otherwise on the date first written above.
ATTEST: CLERK OF COURTS
LINDA DOGGETT

Consultant: Michael Baker International, Inc.

By: Nathan Parish
Title: Project Manager
Date: July 31, 2020
(Corporate Seal)

Authority:
Lee County Port Authority,
a political subdivision of the State of FL

By: Chair or Vice Chair

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

By: Port Authority Attorney's Office

FAA Approved:

By:

FDOT Approved:

By:
SCHEDULE “A”

SCOPE OF SERVICES

Consultant will provide Construction Engineering and Inspection Services to oversee the construction of the RSW Airfield Electrical Vault Project in Lee County, Florida. The Project will be developed and construction will be based on the design prepared by Kimley-Horn & Associates, Inc. The Authority’s CM/GC, Owen-Ames-Kimball Company, will competitively bid all subtrade packages and offer a total Project price to the Authority for work associated with the Airfield Electrical Vault.

Consultant must provide, at a minimum, personnel to monitor and inspect the services performed under the approved construction contract such that the Project is constructed in conformity with the plans, specifications, and special provisions and all other requirements set forth in the construction contract documents. Consultant will be required to:

- Observe the Contractor’s work to determine the progress and quality of work.
- Identify discrepancies, report significant discrepancies to the Authority, and direct the CM/GC to correct such observed discrepancies.
- Perform sampling and testing of component materials and completed work in accordance with the construction contract documents.

Consultant will also be required to perform the following duties:

Monitor and inspect Contractor’s Construction Safety Phasing Plan, including any modifications to the Construction Safety Phasing Plan. Assist in coordinating the construction contract inspection activities of all parties other than the Contractor involved in completing the construction project. Inform the Authority's Project Engineer/Project Administrator assigned to the Project of any significant omissions, substitutions, defects, or deficiencies noted in the work of the CM/GC or Utility Agency/Owners (UAO). Produce reports and verify quantity calculations and field measurements for CM/GC payment purposes as needed. Work may also include survey control, geotechnical testing and other services as listed below.

Services that may be required are outlined below:

- Submittals Review
- Coordinate RFI Responses
- Attendance at regularly scheduled construction progress meetings
- Engineering Inspections
- Systems commissioning
- Send recommendations to Engineer of Record for design changes
- Sampling and testing of materials
- Geotechnical Testing and Analyses
- On-site inspections
- Surveying and Mapping/Check Survey Control items
- Project Reporting and Presentations
- Furnish and implement a Quality Assurance Plan and testing
- Monitor contractor quality control plan
- Maintain records of all activities
- Analyze contractor schedule for compliance with contract documents
- Review proposed contract amendments & make recommendations
- Review of monthly CM/GC pay applications
- Certification of final estimates/final payment
- Serve as the Port Authority’s Field Representative for technical matters
- Manage various subconsultant engineering subcontracts and disciplines
- Assist in change order evaluation
- Assist in claims evaluation
- Document progress of work
- Certification of final estimates
- Review and recommend As-built record final plans submittals
- Assist with post-construction claims review
- Prepare for arbitration hearings or litigation
- Perform 3rd party private provider inspection services on behalf of the Lee County Building Department.
- All other duties related to the services outlined above and as deemed necessary to the Port Authority to successfully accomplish an airport development project.

- Submit all information required by Lee County and Florida Statutes that is required to perform these services in a timely manner.
## EXHIBIT "B"

### BASIS OF COMPENSATION

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>$170.00</td>
</tr>
<tr>
<td>Senior Electrical Engineer</td>
<td>$180.00</td>
</tr>
<tr>
<td>Construction Manager</td>
<td>$160.00</td>
</tr>
<tr>
<td>Resident Project Representative</td>
<td>$115.00</td>
</tr>
<tr>
<td>Inspector</td>
<td>$105.00</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>$ 80.00</td>
</tr>
</tbody>
</table>
# SCHEDULE "B-1"

## NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

<table>
<thead>
<tr>
<th>ITEM</th>
<th>BASIC OF CHARGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone (Long Distance)</td>
<td>At Cost</td>
</tr>
<tr>
<td>Telegraph</td>
<td>At Cost</td>
</tr>
<tr>
<td>Postage</td>
<td>At Cost</td>
</tr>
<tr>
<td>Shipping Material</td>
<td>At Cost</td>
</tr>
<tr>
<td>Commercial Air Travel</td>
<td>Coach Fare or Best Available Rate</td>
</tr>
<tr>
<td>Automobile Travel</td>
<td>Reimbursed as set by §112.061(7)(d)1. F.S.</td>
</tr>
<tr>
<td>Lodging (Per Person)</td>
<td>At Cost - Single Occupancy Rate Only</td>
</tr>
<tr>
<td>Meals (Breakfast)</td>
<td>$6.00 *n.t.e.</td>
</tr>
<tr>
<td>(Lunch)</td>
<td>$11.00 *n.t.e.</td>
</tr>
<tr>
<td>(Dinner)</td>
<td>$19.00 *n.t.e.</td>
</tr>
<tr>
<td>Reproduction (Photocopy)</td>
<td></td>
</tr>
<tr>
<td>8-1/2&quot; x 11&quot;</td>
<td>$0.10/Page</td>
</tr>
<tr>
<td>8-1/2&quot; x 14&quot;</td>
<td>$0.15/Page</td>
</tr>
<tr>
<td>11&quot; x 14&quot;</td>
<td>$0.15/Page</td>
</tr>
<tr>
<td>Reproduction (Blue/White Prints)</td>
<td>$0.10/sq. ft.</td>
</tr>
<tr>
<td>Printing</td>
<td>At Cost</td>
</tr>
<tr>
<td>Binding</td>
<td>At Cost</td>
</tr>
<tr>
<td>Computer Equipment</td>
<td>$20.00/hour *n.t.e.</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

*Reimbursed at Actual Cost, not to exceed stated amount.
SCHEDULE "C"
CERTIFICATE OF INSURANCE

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

<table>
<thead>
<tr>
<th>Name and Address of Agency</th>
<th>COMPANIES AFFORDING COVERAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>COMPANY LETTER A</td>
</tr>
<tr>
<td></td>
<td>COMPANY LETTER B</td>
</tr>
<tr>
<td></td>
<td>COMPANY LETTER C</td>
</tr>
<tr>
<td></td>
<td>COMPANY LETTER D</td>
</tr>
<tr>
<td></td>
<td>COMPANY LETTER E</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name and Address of Insured</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMPANY LETTER F</td>
</tr>
<tr>
<td>COMPANY LETTER G</td>
</tr>
<tr>
<td>COMPANY LETTER H</td>
</tr>
<tr>
<td>COMPANY LETTER I</td>
</tr>
<tr>
<td>COMPANY LETTER J</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Company Letter</th>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Effective Date (mm/dd/yy)</th>
<th>Policy Expiration Date (mm/dd/yy)</th>
<th>ALL LIMITS IN THOUSANDS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>GENERAL LIABILITY</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>□ Commercial General Liability</td>
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<tr>
<td></td>
<td>□ Claims Made □ Occurrence</td>
<td></td>
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<tr>
<td></td>
<td>□ Owners &amp; Contractors Protective</td>
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<td></td>
<td>□ X.C.U. Coverage</td>
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<tr>
<td></td>
<td>□ Broad Form Property Damage</td>
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<tr>
<td></td>
<td>□ Independent Contractors</td>
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<tr>
<td></td>
<td>AUTOMOBILE LIABILITY</td>
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<tr>
<td></td>
<td>□ Any Auto</td>
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</tr>
<tr>
<td></td>
<td>□ All owned Autos</td>
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</tr>
<tr>
<td></td>
<td>□ Scheduled Autos</td>
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<tr>
<td></td>
<td>□ Hired Autos</td>
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<tr>
<td></td>
<td>□ Non-Owned Autos</td>
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<tr>
<td></td>
<td>EXCESS LIABILITY</td>
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<tr>
<td></td>
<td>□ Umbrella Form</td>
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<tr>
<td></td>
<td>□ Other than Umbrella Form</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>□ Claims Made □ Occurrence</td>
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<tr>
<td></td>
<td>WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY</td>
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<tr>
<td></td>
<td>OTHER</td>
<td></td>
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</tr>
</tbody>
</table>

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|                |                |               |                                  |                                  |                        |

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

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

SPECIFIC PROJECT/LOCATION/VEHICLES/SPECIAL CONDITIONS:

Lee County Port Authority
11000 Terminal Access Road
Suite 8571
Fort Myers, Florida 33913

Name and Address of Certificate Holder
Date Issued:
Authorized Representative:
Address:
Telephone #: 
Lee County Port Authority
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913

PLEASE READ CAREFULLY

CERTIFICATE OF INSURANCE EXPLANATION

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

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

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

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

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

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

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

SEVERABILITY OF INTERESTS PROVISION

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

DATE: ______________

TRUTH IN NEGOTIATION CERTIFICATE

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the Board of Port Commissioners of Lee County Port Authority for the project known as: ________________________________

______________________________

Before me, the undersigned Authority, personally appeared ________________________, who provided __________________ as identification, or ____ is personally known to me, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposed and stated under oath that:

1. This Certificate shall be attached to and constitute an integral part of the above said Professional Services Agreement as provided in Article 13.

2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Services Agreement is established are accurate, complete, and current on the date set forth hereinabove.

3. The truth of statements made herein may be relied upon by Authority and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

Executed on behalf of the Party to the Professional Services Agreement referred to as Consultant, doing business as:

Michael Baker International, Inc.

By: __________________________
    Nathan Parish

Print Name
4211 W. Boy Scout Blvd., Tampa, FL 33607
Address

The foregoing instrument was acknowledged and executed before me by the above signed on this ______________ day of _________________, ______.

NOTARY PUBLIC, State of __________

________________________________
Name Printed or Stamped
Commission Expires: ______________
Commission Number: ______________
SCHEDULE "E"

LEE COUNTY PORT AUTHORITY - PROFESSIONAL SERVICES

TASK AUTHORIZATION FORM

CONTRACT (AGREEMENT) NAME: ____________________________________________

TASK NO.: _______________________________________________________________

TASK AUTHORIZATION FORM NO.: __________________________________________

Upon completion and execution of this Task Authorization Form by both parties to the Agreement, the following services are authorized:

(1) Check One:   _____ A) See Agreement Referenced Above

          OR

          _____ B) See Attachment A

(2) Amount(s) previously Authorized under this Task: $_______________

(3) Amount Authorized by this Authorization: $_______________

(4) Total Amount of Authorization under this Task: $_______________

(5) Time to complete services outlined under this Task Authorization: ______________ Calendar Days

(6) It shall be understood between both parties that this Task Authorization shall not be effective until approval from the FAA and/or FDOT has been obtained, if required.

CONSULTANT'S ACCEPTANCE

Print Name of Firm ____________________________________________
Print Authorized Name ____________________________________________
Authorized Signature ____________________________
Date: _______________

LCPA PROJECT MANAGER'S ACCEPTANCE

LCPA ____________________________________________ Print
Authorized Name ____________________________________________
Authorized Signature ____________________________
Date: _______________

FAA/FDOT APPROVAL

FDOT: ____________________________________________ FAA: ________________
Signature-FDOT Representative ____________________________
Date: ________________

Signature-FAA Representative ____________________________
Date: ________________
LEE COUNTY PORT AUTHORITY
LOQ 20-33TLB Construction Engineering and Inspection (CEI)
Services for RSW Airfield Electrical Vault Project

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 Airfield Electrical Vault – CEI Services

(1) Reasons for Amendment:

☐ Programmed CIP Project(s) ☐ Budgeted Task/Work
☐ Unforeseen Site Conditions ☐ Error/Omission in Plans/Specs
☐ Design Change ☐ Owner Requested
☐ Safety Considerations ☐ Cost Benefit to Project
☐ Other ____________________

(2) Method of Negotiating Price of Work Method of Negotiating Time of Work:

☐ Lump Sum ☐ Consultant/Contractor Records
☐ Time and Materials ☐ Cost plus fixed fee
☐ Unit Prices ☐ Force Account
☐ Hourly plus expenses ☐ Other

(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.

Michael Baker International CM/GC ACCEPTANCE

Nathan Parish

LCPA Project Manager Recommendation (If Applicable) N/A

FDOT: ____________ FDOT Representative FAA: ________ FAA Representative

N/A

Approved as to Form: ________________

Port Attorney

LEE COUNTY PORT AUTHORITY AUTHORIZATION

☐ By: _________________________________

Executive Director or Designee

☐ Board Item By: _________________________________

Chair - Lee County Port Authority Board of Port Commissioners
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.)

<table>
<thead>
<tr>
<th>Service or Work to be Performed</th>
<th>Name, Address, Phone and e-mail of Individual or Firm</th>
<th>Estimated Dollar Value of Subcontracted Work</th>
<th>DBE, WBE, or MBE (yes or no)</th>
<th>If Yes, Estimated Dollar Value of DBE/WBE/MBE Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quality Assurance Materials Testing</td>
<td>ECS Florida, LLC 13850 Treeline Ave. S. #4 Fort Myers, FL 33913</td>
<td>$10,000.00</td>
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## EXHIBIT B - CONTRACT SUMMARY

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<thead>
<tr>
<th>#</th>
<th>Task</th>
<th>Board Approved Contract</th>
<th>Total Project Budget</th>
<th>Other Contract Adjustments</th>
<th>This Contract Adjustment</th>
<th>TA Issued FY 2019-20</th>
<th>TA Issued FY 2020-21</th>
<th>Current Contract Value</th>
<th>TAs Issued</th>
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<tr>
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<td></td>
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<td></td>
<td>$159,490.00</td>
<td>$159,490.00</td>
<td>$159,490.00</td>
<td>$159,490.00</td>
<td>$159,490.00</td>
<td>$159,490.00</td>
</tr>
</tbody>
</table>

**CONTRACT TOTALS**: $0.00 $0.00 $0.00 $159,490.00 $0.00 $0.00 $159,490.00 $0.00 $159,490.00 $0.00
Objective

The Lee County Port Authority (AUTHORITY) has requested that Michael Baker International, Inc. (CONSULTANT) provide Construction Engineering and Inspection (CE&I) services for the Airfield Electrical Vault Project at the Southwest Florida International Airport (RSW).

Description

The project includes constructing a new airfield electrical vault (2,160 SF) on a 1.1-acre site at RSW. The CONSULTANT will provide all necessary CE&I services associated with construction of the project including a full time Resident Project Representative (RPR), Project Management & Office Support along with Quality Assurance (QA) materials testing.

Part 1 – Project Management and Office Support

1.1 Client Coordination

CONSULTANT’s project manager will maintain communications and coordination with LCPA throughout the execution of this project from project initiation and scoping through final construction completion. The manhour estimate is based on 1-hr per week for 50 weeks.

Deliverables: Bi-weekly status update emails

1.2 Contract and Subconsultant Management

This task includes the internal management of the contract including accounting, cost tracking, billing, filing, record keeping and contract coordination with subconsultant. CONSULTANT will prepare and maintain the Project Management and Quality Management Plans for the project. CONSULTANT will assign tasks to appropriate staff and monitor work quality and work schedule. CONSULTANT will control budget, schedule and quality during the project. CONSULTANT will prepare, submit and track invoices to LCPA. CONSULTANT will review, process, and track subconsultant invoices. CONSULTANT will maintain coordination with subconsultant and monitor subconsultant’s performance. The manhour estimate is based on 6 hrs per month for 11 months.

Deliverables: Invoices, Quality Control Documentation, Project Management Plan, and Quality Management Plan (pdf format – upon request)

1.3 Office Support

CONSULTANT will provide part-time engineering and office support to provide the following services:

- Document review / familiarization (2 engineers, RPR, and back-up inspector)
- Attendance at weekly meetings by teleconference. (1 project manager, 1 hr per meeting, 45 meetings)
- Site visits and in-person meetings, including pre-construction meeting (1 project manager, 6 hrs per visit, 5 visits)
• Naming and filing photographic documentation. (6 hrs per month)
• Assistance in maintaining electronic files. (2 hrs per month)

Deliverables: Document review comments, meeting notes, photographic documentation

Part 2 – Construction Observation

2.1 Resident Project Representative

The CONSULTANT will provide one (1) Resident Project Representative (RPR). RPR presence onsite will be on fixed days of the week as shown below. Workdays will be agreed upon prior to construction start and generally maintained for the duration of construction.

Project Startup (4 weeks)
Week A - 1 Day – Mondays or Fridays
Week B - 2 Days – Mondays & Fridays

Main Construction (41 weeks)
Week A - 2 Days – Mondays & Fridays
Week B - 3 Days – Mondays, Tuesdays & Fridays

Closeout (4 weeks)
All weeks - 1 Day – Mondays or Fridays

RPR will represent the AUTHORITY’S interests at the site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding construction activities. RPR’s dealings in matters pertaining to the onsite work shall, in general, be with the CONSULTANT and CM/GC. Written communication with the AUTHORITY will be through or as directed by CONSULTANT. RPR duties will include:

• Conduct on-site observations of work in progress to assist in determining general construction conformance with the contract documents and permitting conditions. Report in writing any deviation from contract documents or observed unsafe conditions.
• Prepare daily observation reports and distribute regularly. Daily reports will include:
  o Description of construction activities performed
  o Extents and approximate quantities of work performed
  o Weather conditions
  o Construction personnel and equipment present
  o Changed conditions
  o List of visitors
  o General and specific observations
  o Observed testing procedures
• Maintain photographic record of construction
• Prepare a quality assurance (QA) materials testing schedule and schedule and confirm quality assurance material testing is being completed in accordance with the technical specifications. Maintain copies of quality assurance test reports and transmit those reports to the engineer of record for review. Ensure all failed testing is corrected and retested until passing tests are obtained.
• Confirm equipment and systems startup are conducted in the presence of the appropriate personnel.
Exhibit A - Scope of Work  
Lee County Port Authority (LCPA)  
July 23, 2020

- Coordinate with CM/GC that adequate project files and records are being maintained.
- Coordinate with CM/GC that adequate quality control testing is being performed according to the technical specifications.
- Maintain redline mark-ups of construction plans and specifications for incorporation into record drawings.
- Coordinate with CM/GC that redline changes are being kept by CM/GC.
- Review CM/GC progress schedules, schedule of shop drawings, testing schedules, and schedule of values prepared by CM/GC and monitor that these schedules are being adhered to.
- Attend weekly construction progress meetings.
- Track / verify as-built construction quantities against monthly CM/GC pay applications.
- Maintain electronic copies of project documentation and assemble closeout book.
- Coordinate and attend substantial completion and final completion inspections.
- Assist in the preparation of the punch list and confirm completion of punch list.
- Coordinate that proper equipment testing, commissioning, and training are performed by CM/GC.

**RPR Limitations**

Except upon written instructions of the CONSULTANT, the RPR shall not:

- Authorize any deviation from the contract documents or approve any substitute materials or equipment.
- Exceed limitations of the CONSULTANT’s authority as set forth in the contract documents.
- Undertake any of the responsibilities of the CM/GC, subcontractors, or CM/GC superintendent, or expedite the work.
- Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the contract documents.
- Issue directions as to CM/GC safety programs in connection with the work.
- Accept shop drawing or sample submittals from anyone other than the CM/GC.
- Authorize the AUTHORITY to occupy or utilize the project in whole or in part
- Participate in specialized field or laboratory tests, or inspections conducted by others

Deliverables: Daily inspection reports, meeting notes, QA test reports, written correspondence, closeout documentation book, photographic documentation, QA testing schedule, punch list, pay request quantity reviews, substantial and final completion signoffs, schedule comments, redline as-built changes,

**Part 3 – Quality Assurance Materials Testing**

**3.1 Quality Assurance (QA) Materials Testing**

CONSULTANT will supply and manage an independent Quality Assurance (QA) materials testing laboratory to perform onsite and laboratory field testing as indicated in the project technical specifications.

Deliverables: QA test reports
Assumptions and Exclusions

- CONSULTANT will provide:
  - Vehicle insurance coverage for airside vehicle operations at RSW
  - Handheld two-way radio.
  - Required computer equipment.
  - Project manager, RPR and back-up inspector will obtain RSW badges
  - A properly equipped vehicle for operating at RSW per Part 139.

- Compensation / contract / payment will be made on a Lump Sum basis.

- Scope excludes technical review of submittals and responses to RFIs.

- CM/GC shall provide a field office space for the RPR with access to copiers, scanners, printers.

- CM/GC shall provide access to Procore account for project and other project related computers systems and stored documents.

- A back-up RPR or inspector will be provided occasionally to fill in for the primary RPR onsite.

- Fee estimate is based on a 40-hr work week. Extra hours and nighttime hours are not currently included.

- Invoicing will be based on the percentage of construction value completed at the time of the invoice. Invoices will be submitted monthly.

- Scope excludes quality control (QC) materials testing as this will be performed by the CM/GC.

- All deliverables will be provided in electronic format.

- CM/GC shall provide all required surveying including construction staking, survey control, and as-built survey.

- CONSULTANT will file email and written communications but will not log submittals and RFIs as this will be done through Procore and managed by CM/GC. CONSULTANT will review Procore to check status of submittals against CM/GC submittal schedule and project schedule.

- CM/GC will prepare substantial and final completion forms for CONSULTANT’s signature.

- CONSULTANT will not inspect or monitor offsite facilities such as plants or testing laboratories.

- CONSULTANT will not assume the role of engineer of record or related duties for the project.

- Permitting of any kind and permitting fees are excluded.

- South Florida Water Management District (SFWMD) permit closeout and related survey and coordination are excluded.

- CONSULTANT will not prepare meeting agenda, minutes, or run project meetings. CONSULTANT will provide notes to CM/GC for incorporation into meeting minutes.

- Davis Bacon wage-rate interviews and collection and checking of certified payrolls are excluded.
• The AUTHORITY may negotiate additional contracts or amendments to this contract with Michael Baker for services beyond this scope of work.

Fee

Total Lump Sum: $159,490
Task/project Name: Airfield Lighting Vault CE&I


2) Scope of Service(s): Provide part time CE&I services and associated project management and office support for the construction of a new airfield lighting vault at RSW.

3) Identify subconsulting/subcontracting opportunity(s) under this task: Quality Assurance Materials Testing

4) LCPA DBE Manager Consultation Date: 7/31/2020

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: 0 %

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. Contacted LCPA for potential qualified local firms.
2. Performed online searches for qualified local firms.
3. Evaluated the cost of travel to LCPA for non-local DBE firms against the cost of local non-DBE firms.
4. _____

*Attach Additional Sheets as Necessary*

---

Consultant's Authorized Representative

Nathan Parish

Printed Name

Project Manager

Title

Date 07/28/20

Lee County Port Authority DBE Manager

Julio A Rodriguez

Signature

Type text here

Comments/concurrences

None

Date 7/31/20

Submit to: Julio A. Rodriguez
Lee County Port Authority
11000 Terminal Access Rd., Suite 8671
Fort Myers, FL 33917
Telephone: 239-590-4625
1. REQUESTED MOTION/PURPOSE: Request Board authorize a Contract Amendment with Aero Systems Engineering, Inc., in the amount of $334,274.44 to perform Construction Administration services associated with the Passenger Boarding Bridge Replacement Project at RSW.

2. FUNDING SOURCE: Passenger Facility Charges, RSW Construction Account No. 20860841234.506510.70

3. TERM: Five Years

4. WHAT ACTION ACCOMPLISHES: Provides needed design evaluation and inspections during construction of the project.

5. CATEGORY: 23. Consent Agenda

6. ASMC MEETING DATE: 8/18/2020


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

9. REQUESTOR OF INFORMATION:
   - NAME: Mark Fisher
   - DIV.: Development

10. BACKGROUND:

    During the original construction of the Midfield Terminal Complex (2002-2005), twenty-seven (27) Passenger Boarding Bridges (PBB) were competitively procured, delivered and installed as part of the project. The bid award went to the lowest responsive bidder, DEW Bridge. DEW was a Canadian manufacturer that introduced itself into the PBB market in 1998 by designing a small bridge that was to be utilized on Regional Jet (RJ) type aircraft. They were the first PBB manufacturer to focus on the RJ aircraft and had very good success in that market. As other US manufacturers developed a competitive bridge to service RJs, DEW developed a full-service apron drive bridge to accommodate larger aircraft. They produced very few of these units prior to discontinuing their PBB venture. Apron drive bridges built by DEW were installed at several locations including: Harrisburg, Pennsylvania, Baltimore Washington International and Fort Myers, Florida. There are also a few other airport locations with one or two of these units installed. RSW purchased nearly one-half of all the apron drive bridges built by DEW, which were also very close to the last units built by this particular manufacturer. In 2012 Ameribridge purchased the rights to build the DEW product, but as of this date, Ameribridge has only built and sold one PBB.

    As a result of an inspection of the current PBBs, and with replacement parts increasingly hard to find, it was determined that replacement of the 27 PBBs should be planned. The design for the replacement has been completed and the project includes foundation modifications, air conditioning/HVAC systems, ground power, APUs, lightning protection, signage, ramp and building/structural work.

11. RECOMMENDED APPROVAL

<table>
<thead>
<tr>
<th>DEPUTY EXEC DIRECTOR</th>
<th>COMMUNICATIONS AND MARKETING</th>
<th>OTHER</th>
<th>FINANCE</th>
<th>PORT ATTORNEY</th>
<th>ACTING EXECUTIVE DIRECTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mark R. Fisher</td>
<td>Victoria B. Moreland</td>
<td>N/A</td>
<td>Brian W. McGonagle</td>
<td>Gregory S. Hagen</td>
<td>Benjamin R. Siegel</td>
</tr>
</tbody>
</table>

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

   - APPROVED
   - APPROVED as AMENDED
   - DENIED
   - OTHER

13. PORT AUTHORITY ACTION:

   - APPROVED
   - APPROVED as AMENDED
   - DENIED
   - DEFERRED to
   - OTHER
Staff has negotiated a contract with Aero Systems Engineering, Inc. to perform Construction Administration (CA) services for the project. Construction Administration services will include the following: review of shop drawings, submittals and payment applications; factory acceptance test inspections for PBB, PCA, and 400Hz units; attendance at project related meetings; response to contractor requests for information, assistance with contract amendments that may be needed; participation in inspections; review of all quality assurance results; preparation of record drawings and final completion project certification. Total fees for this work is $334,274.44, with $23,161.44 or 6.9% paid to DBE subconsultants.

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

Attachment:
Contract Amendment
RSW Replace 27
Passenger Boarding Bridges
Project Contract Structure

LCPA

Low Bid General Contractor TBD

Construction Mgr/CEI Manhattan

Engineering (CA) Aero Systems
LEE COUNTY POR-T AUTHORITY
LOQ 18-07 Design Services for
Replacement of Passenger Boarding Bridges
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 Replacement of Passenger Boarding Bridges – Construction Administration**

(1) **Reasons for Amendment:**
- [x] Budgeted Task/Work
- [ ] Error/Omission in Plans/Specs
- [ ] Owner Requested
- [ ] Cost Benefit to Project

(2) **Method of Negotiating Price of Work**
- [x] 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
- [ ] Other

Incorporate General Conditions

(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.

AERO SYSTEMS ENGINEERING, INC.   CM/GC ACCEPTANCE

Chris Britton

LCPA Project Manager Recommendation (If Applicable)

N/A

FDOT: ____________________________    FAA: ____________________________

FDOT Representative    FAA Representative

Approved as to Form: ____________________________

Port Attorney

LEE COUNTY PORT AUTHORITY AUTHORIZATION

[ ] By: ____________________________    Executive Director or Designee

[ ] Board Item    By: ____________________________

Chair - Lee County Port Authority Board of Port Commissioners
EXHIBIT A – SUBCONSULTANT/SUBCONTRACTOR INFORMATION

CA No. 4

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.)

<table>
<thead>
<tr>
<th>Service or Work to be Performed</th>
<th>Name, Address, Phone and e-mail of Individual or Firm</th>
<th>Estimated Dollar Value of Subcontracted Work</th>
<th>DBE, WBE, or MBE (yes or no)</th>
<th>If Yes, Estimated Dollar Value of DBE/WBE/MBE Work</th>
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<tbody>
<tr>
<td>Electrical design</td>
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<td>$14,850.00</td>
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<td>Electrical</td>
<td>Arora Engineers 61 Wilmington West Chester Pike Chadds-Worth PA</td>
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<tr>
<td>3</td>
<td>Cameras &amp; USE</td>
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<td></td>
<td>CONTRACT TOTALS</td>
<td>$1,199,061.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>
I. OBJECTIVE

The following scope of services applies to the Construction Administration and Project Close Out phases of the Passenger Boarding Bridge replacement project.

II. GENERAL PROJECT DESCRIPTION

The project’s general scope was the replacement of 27 Passenger Boarding Bridges at the existing facility on Concourses B, C and D. The design included new point of use (POU) preconditioned air (PCA) units and 400Hz ground power units (GPU) at gates with older equipment (existing gates that have older equipment have been previously identified in the study). The project further included upgrades and modifications to the existing facility’s electrical distribution system at the gates that required upsizing equipment, and new and modified foundations for the replacement PBBs. The project also included modifications to aircraft parking and airside ramp striping to meet ADA requirements with the replacement PBB sizes, and to maximize aircraft fleet mix.

The design portion provided the construction documents for aircraft parking planning, ramp striping removal and installation, PBB demolition & installation, equip gates with point of use (POU) PCA and 400Hz ground power, and the removal of existing gate located PCA and 400Hz ground power equipment. Existing potable water cabinets remained in their original configuration. The project included the design of electrical upgrades to each gate position, and PBB foundation modifications.

The previous task authorizations provided Design and Bidding phases, with this task authorization scope adding Construction Administration (CA) and Project Close Out services.

III. CONSTRUCTION ADMINISTRATION AND PROJECT CLOSE OUT PHASES

1 Shop Drawing Submittals
The Designer will review and approve or comment on shop drawings from vendors/manufacturers.

2 Submittal Revisions (One Round)
The Designer will review and approve up to one (1) round of revised shop drawings.

3 PBB Factory Acceptance Test Inspections
The Designer will attend one (1) Factory Inspection Test for the Passenger Boarding Bridge to ensure the manufacturer has completed the construction of the equipment in accordance with all design drawing and technical specifications.

4 PCA Factory Acceptance Test Inspections
The Designer will attend one (1) Factory Inspection Test for the PCA equipment to ensure the manufacturer has completed the construction of the equipment in accordance with all design drawing and technical specifications.

5 400Hz Factory Acceptance Test Inspections
The Designer will attend one (1) Factory Inspection Test for the 400Hz SSFC units to ensure the manufacturer has completed the construction of the equipment in accordance with all design drawing and technical specifications.

6  **Preconstruction Conference**
The Designer will attend the preconstruction conference and coordinate preconstruction activities with CM and Port Authority.

8  **PBB Installation Inspections and Owner Coordination Meetings**
The Designer will attend twenty-seven (27) on-site inspections and Owner Coordination Meetings for the PBBs to complete punch list inspections, substantial completion inspections, to respond to any RFI’s, and to observe the construction progress and general character and quality of work during the construction process. The Designer will maintain and track PBB related punch list items to ensure they are completed to the satisfaction of the Owner and Engineer of Record.

9  **Review and Approve O&M Manuals**
The Designer will review and approve Operating and Maintenance manuals supplied by the vendors/manufacturers.

10  **Review of Contractor SOV and Pay Applications**
The Designer will review monthly and final contractor pay application requests for general conformance with the contract documents and general concurrence of construction progress.

11  **Review of Change Order Requests**
The Designer will review and provide recommendation to approve or disapprove of contractor change orders upon the request of the Port Authority.

12  **Review of Quality Assurance Documentation**
The Designer will review Quality Assurance documentation and testing results for conformance with the plans and specifications.

13  **Produce and Assemble As-Built Drawings**
The Designer will incorporate the as-built survey data, to be completed by others, to capture as-installed ramp layouts, and update and assemble as-built drawings sets.

14  **Produce and Submit Final Engineer’s Report**
The Designer will produce and submit the Final Engineer’s Report on the project to the Owner.

**IV. SERVICES DURATION**
The duration of services outline above is based on an installation period of 65 weeks after Notice to Proceed (NTP).

**V. FEE SUMMARY**
The fee for this task is a lump sum amount. The fees also include, but are not limited to, reimbursement for meetings, facsimiles, direct expenses, postage, delivery, computer plots and work printing.

| Task Total Lump Sum | $ 334,274.44 |

AERO Systems Engineering, Inc.  Page 2 of 2  June 2, 2020
# BOARD OF PORT COMMISSIONERS
# OF THE
# LEE COUNTY PORT AUTHORITY

<table>
<thead>
<tr>
<th>1. REQUESTED MOTION/PURPOSE: Request Board authorize a Contract Amendment with Manhattan Construction (Florida), Inc. in the amount of $4,076,000.01 to perform Construction Management and Construction Engineering Inspection services associated with the Passenger Boarding Bridge Replacement Project at RSW</th>
<th>5. CATEGORY: 24. Consent Agenda</th>
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</thead>
<tbody>
<tr>
<td>2. FUNDING SOURCE: Passenger Facility Charges, RSW Construction Account No. 20860841234.506510.50</td>
<td>6. ASMC MEETING DATE: 8/18/2020</td>
</tr>
<tr>
<td>4. WHAT ACTION ACCOMPLISHES: Provides for Construction Management and Construction Engineering Inspection of the project.</td>
<td>8. AGENDA:</td>
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<tr>
<td>9. REQUESTOR OF INFORMATION: (ALL REQUESTS)</td>
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<tr>
<td>10. BACKGROUND:</td>
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<td>During the original construction of the Midfield Terminal Complex (2002-2005), twenty-seven (27) Passenger Boarding Bridges (PBB) were competitively procured, delivered and installed as part of the project. The bid award went to the lowest responsive bidder, DEW Bridge. DEW was a Canadian manufacturer that introduced itself into the PBB market in 1998 by designing a small bridge that was to be utilized on Regional Jet (RJ) type aircraft. They were the first PBB manufacturer to focus on the RJ aircraft and had very good success in that market. As other US manufacturers developed a competitive bridge to service RJs, DEW developed a full-service apron drive bridge to accommodate larger aircraft. They produced very few of these units prior to discontinuing their PBB venture. Apron drive bridges built by DEW were installed at several locations including: Harrisburg, Pennsylvania; Baltimore Washington International; and Fort Myers, Florida. There are also a few other airport locations with one or two of these units installed. RSW purchased nearly one-half of all the apron drive bridges built by DEW, which were also very close to the last units built by this particular manufacturer. In 2012 Ameribridge purchased the rights to build the DEW product, but as of this date, Ameribridge has only built and sold one PBB. As a result of an inspection of the current PBBs, and with replacement parts increasingly hard to find, it was determined that replacement of the 27 PBBs should be planned. The design for the replacement has been completed and the project includes foundation modifications, air conditioning/HVAC systems, ground power, APUs, lightning protection, signage, ramp and building/structural work.</td>
<td>11. RECOMMENDED APPROVAL</td>
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<tr>
<td>Mark R. Fisher</td>
<td>Victoria B. Moreland</td>
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<tr>
<td>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</td>
<td>13. PORT AUTHORITY ACTION:</td>
</tr>
<tr>
<td>APPROVED</td>
<td>APPROVED</td>
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<td>APPROVED as AMENDED</td>
<td>APPROVED as AMENDED</td>
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<td>DENIED</td>
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<td>OTHER</td>
<td>DEFERRED to</td>
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<td>OTHER</td>
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</tbody>
</table>
As the Board selected Construction Manager, Manhattan has completed preconstruction services during the design phase activities and assisted in the competitive bidding of the project for construction. As a result, staff has negotiated a contract for Manhattan to provide Construction Management and Construction Engineering Inspections services during the construction phase of the contract. These services include:

- Acting as an extension of staff, Manhattan will provide general oversight of all aspects of the construction phase
- Project schedules and budgets
- Schedule and conduct preconstruction and weekly progress meetings
- Coordination with the FAA and FDOT on all matters
- Insure compliance with all LCPA agreements
- Review of shop drawings
- Review and processing of construction pay applications
- Field design changes and engineering review
- Perform quality assurance testing
- DBE tracking and reporting
- Project inspections
- Dispute resolution

As a result of negotiations, a Contract Amendment is requested in the amount of $4,076,000.01, $211,000 of which will be paid to sub-consultants, $175,000 will be paid to local firms.

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

Attachments:
  Contract Amendment
RSW Replace 27
Passenger Boarding Bridges
Project Contract Structure

- LCPA
  - Low Bid General Contractor: TBD
    - Construction Mgr/CEI: Manhattan Engineering (CA) / Aero Systems
LEE COUNTY PORT AUTHORITY
LOQ 18-08 Replacement of Passenger Boarding Bridges
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 Replacement of Passenger Boarding Bridges – Construction Management**

1. **Reasons for Amendment:**
   - [ ] Programmed CIP Project(s)
   - [ ] Unforeseen Site Conditions
   - [ ] Design Change
   - [ ] Safety Considerations
   - [ ] Other
   - [ ] Budgeted Task/Work
   - [ ] Error/Omission in Plans/Specs
   - [ ] Owner Requested
   - [ ] Cost Benefit to Project

2. **Method of Negotiating Price of Work**
   - [X] Lump Sum
   - ___________ Time and Materials
   - ___________ Unit Prices
   - ___________ Hourly plus expenses
   - ___________ Other

3. **Method of Negotiating Time of Work:**
   - ___________ Consultant/Contractor Records
   - ___________ Cost plus fixed fee
   - ___________ Force Account

(3) **Acceptance**

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

Manhattan Construction (Florida) Inc.  
CM/GC ACCEPTANCE

[Signature]
Gordon Knapp

LCPA Project Manager Recommendation (If Applicable)  
N/A

FDOT: ___________________________  FAA: ___________________________

FDOT Representative  
FAA Representative

Approved as to Form: ___________________________

Port Attorney

LEE COUNTY PORT AUTHORITY AUTHORIZATION

- [ ] Board Item  
  By: ___________________________  
  Executive Director or Designee

- [X] 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.)

<table>
<thead>
<tr>
<th>Service or Work to be Performed</th>
<th>Name, Address, Phone and e-mail of Individual or Firm</th>
<th>Estimated Dollar Value of Subcontracted Work</th>
<th>DBE, WBE, or MBE (yes or no)</th>
<th>If Yes, Estimated Dollar Value of DBE/WBE/MBE Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>QA/QC CEI</td>
<td>GFA International, Inc. 201 Waldo Ave. N. Lehigh Acres, FL 33971</td>
<td>$175,000.00</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Surveying</td>
<td>ABB, Inc. 8785 SW 16th Ave. Miami, FL 33193</td>
<td>$36,000.00</td>
<td>No</td>
<td></td>
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<td>#</td>
<td>Task</td>
<td>Board Approved Contract Amount</td>
<td>Total Project Budget Adjustments</td>
<td>Other Contract Adjustments</td>
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<td>Preconstruction Services</td>
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<td>2</td>
<td>Construction Management PBB</td>
<td>$ -</td>
<td>$ -</td>
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</table>

**CONTRACT TOTALS**

$ - $ - $ - $ - $ 4,076,000.01 $ 103,386.00 $ - $ - $ 4,179,386.01 $ 103,386.00 $ 4,076,000.01 $ -
Tasks – SWFL International Airport Passenger Boarding Bridges Replacement Project

I. OBJECTIVE

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

The Construction Phase Contract Documents for this project include:

- The Board-approved Basic Agreement between the LCPA and the CM
- The General Conditions of the Contract for Construction attached to the Basic Agreement
- The project-specific scope of work identified below to include:
  - RFB20-53MWW PBB Replace and all other bid documents
  - All Addendums issued Prior to Bid
  - Drawings and specifications issued by AERO Systems Engineering dated 02/14/2020

II. DESCRIPTION

The CM will provide for the necessary construction management, Construction Engineering & Inspection (CEI) services, and related testing and survey services as needed for the planned construction of the Passenger Boarding Bridges (PBB) Replacement, at the Southwest Florida International Airport (RSW) – Fort Myers, Florida.

The Passenger Boarding Bridges (PBB) Replacement Project is generally described as replacing the existing passenger boarding bridges including:

1. Installation and replacement of 27 total bridges including the following:
   i. B1 – B9
   ii. C1 – C9
   iii. D1 – D8
   iv. D10
2. Removal and hauling away of existing bridges.
3. New point of use (POU) preconditioned air (PCA) units.
4. New point of use (POU) 400Hz Ground Power Units (GPU) as noted.
5. Back-up power supply for data infrastructure.
7. Removal and restriping / pavement markings for plane parking plans.

III. BASIC SERVICES

General Project Clarifications:

- Costs associated with Energy reviews and Accessibility reviews and inspections are not included.
- Sales tax is included on all incorporated material at a rate of (6.00%)
- USGBC Fees or Enhanced Commissioning costs are not included.
d) Testing Lab Services are included as an allowance.

e) We do not include any engineering responsibility for design liability for any of the work shown on the Contract Documents, including concrete structural support foundations, the structural or miscellaneous steelwork for the Passenger Boarding Bridges column support infrastructure. The Architect and the other design consultants are responsible for the complete and proper design and associated design liability.

f) We exclude additional costs and/or time as a result of a broadly defined act of war or terrorism or increases in security or procedures and/or security instituted or enforced as a result of or during any government alert or threat condition level above a "Guarded Condition".

g) We do not include the costs for reproductions of drawings and specifications. These costs will be submitted as a reimbursable cost.

h) We have excluded the cost for any Building Engineer fees imposed by the Owner / Others. If needed, this is assumed to be furnished and paid for by Others.

i) Manhattan excludes any responsibility or liability for patent, trademark, or copyright infringement claims based on content of the Contract Documents.

Coordination:

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

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

b) The CM shall attend all necessary local meetings, within 60 miles, with officials of the PORT AUTHORITY, and/or other local approval governmental agencies. If requested, the CM 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.

c) As requested by A/E or General Contractor (GC), the CM 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.

d) The CM shall be required to work cooperatively with the PORT AUTHORITY’S A/E of record, GC, and Construction Administrator during the duration of construction.

e) The CM shall recommend to the PORT AUTHORITY any GC requests for extensions of contract time.

Construction Management /Contract Administration:

a) The CM shall schedule and conduct the preconstruction conference.

b) The CM shall assign specific on-site CM Field Representatives (from NTP to FC - max. 61 weeks) who will:

i. Document day-to-day on-site field labor forces, including GC superintendents, subcontractors, CEI and other construction related personnel.
ii. The CM shall continually monitor the effects of weather and advise PORT AUTHORITY of potential consequential delays to overall schedule.

iii. CM will attend regularly scheduled construction progress meetings

iv. CM will coordinate all survey and control

v. CM will coordinate with LCPA, GC and Local Municipalities to obtain locations of public and private utilities.

vi. CM will assist with providing technical assistance along with LCPA, GC, and AE and provide support with Project Issues.

vii. CM will provide additional Field Representatives for required overnight work

viii. CM will review and make recommendations for all contract amendment requests

ix. CM will coordinate site testing and inspection efforts.

x. CM will communicate and enforce contract CSPP phasing compliance and schedule milestones

xi. CM will prepare and submit daily reports to document weather, field conditions, manpower, progress, accident reports, quality reports, etc.

xii. CM will coordinate with GC for maintenance of traffic and the marking and lighting of obstructions and/or excavations.

xiii. CM will oversee as-built record drawing plans and perform an initial review of submittals

xiv. CM will review and make recommendations for any post construction claims

xv. CM will assist LCPA and AE with substantial completion and punch-list inspections

c) The CM shall assign a specific on-site CM Project Manager (from NTP to FC - max. 61 weeks) who will:

i. CM will schedule and attend monthly client briefings

ii. CM will conduct regularly scheduled construction progress meetings

iii. CM will review and make recommendations for all contract amendment requests

iv. CM will review and make recommendations for all GC payment applications

v. CM will monitor costs, including labor time and material.

vi. CM will oversee as-built record drawing plans and perform an initial review of submittals

vii. CM will review and make recommendations for any post construction claims

viii. CM will assist LCPA and AE with substantial completion and punch-list inspections

d) The CM shall go under contract with a qualified Project CEI (max 57 weeks) who will:

i. Monitor compliance to applicable Quality Assurance and (QA) policies, performance standards and specifications.

ii. Document and report all necessary QA requirements to the Engineer of Record and QA manager.

iii. Monitor and document quality control and quality assurance of the work.

iv. Report to CM, A/E, and the PORT AUTHORITY whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final acceptance; and A/E and PORT
AUTHORITY when he believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval

v. Monitor, document, measure and record all quantities of work performed by all subcontractors.

vi. Prepare and submit a daily report to the CM project manager reporting and recording all pay item quantities.

vii. Assist the CM in the Review of pay applications and quantity verification.

V. ADDITIONAL SERVICES

a) CM will provide monthly Aerial progress photos

b) CM will retain a qualified Florida licensed Professional Surveying firm and coordinate all survey and control

c) CM will retain a qualified testing laboratory for quality assurance testing

d) Office based support staff and accounting staff

e) Utilization of web-based platform for document control

f) CM will periodically travel and inspect the manufacturing process for passenger bridges and additionally will inspect stored materials before payment applications as needed.

Safety:

a) The CM will review the safety requirements outlined within the Contract Documents, specifically those that address FAA AC 150/5370-2G, “Operational Safety on Airports During Construction Activity,” and monitor all work to ensure compliance with these safety requirements. Work that is not addressed under the FAA AC shall meet local and state safety requirements. If the work pursuance does not adhere to such plan, or if an unsafe condition presents itself, then CM shall notify the PORT AUTHORITY and implement remediation to cure the unsafe condition.

b) The CM shall stop or suspend the construction anytime that the CM considers the intent of the safety plan or FAA ACs are being violated or that a hazardous condition has been or is created.

c) The CM shall review all proposals regarding project phasing which differ from that outlined in the Contract Documents, if applicable. The CM shall discuss phasing with the PORT AUTHORITY representatives and make recommendations on any changes to project phasing.

d) The PORT AUTHORITY encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding $3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

Substantial Completion:

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

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

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

Project Close Out and Final Acceptance:

a) Assure that punch list items are completed to the satisfaction of the PORT AUTHORITY and A/E.

b) Perform post-construction administrative project close out procedures.

c) Coordinate red-line as-built drawings transmittal from GC to the A/E

d) Prepare final project accounting and reporting to the PORT AUTHORITY, as required.

e) Assist in the transfer of the project to the PORT AUTHORITY including the delivery of all PORT AUTHORITY closeout documentation, warranties and guarantees.

f) Provide final certification that ALL record drawings, warranties, and project-related files have been reviewed by the CM and provided to the Port Authority as required and provided for in the contract and project specifications.

IV. PROJECT FEE SUMMARY

Lump Sum Price: The sum of the cost of the CM 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 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 three (3) components:

a) CM Construction Management Fee: the cost of professional services including construction management activities and other contract administration tasks performed by the CM.

b) CM Non-Personnel Costs: the cost of items necessary in the general course of work and not provided within the scope of work of subcontractor’s work.
c) CM Subcontracted Consultants: the cost of retaining qualified professional services including QA/QC Consultant (CEI) and Surveying that includes benchmarks and double checking layouts.

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 Requirements Costs, and Subcontracted Consultants work.

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

| Task 1 Construction Management (Professional Personnel Costs): | $3,601,523.45  |
| Task 2 General Requirements (Non-personnel Costs):             | $263,476.56    |
| Task 3 Subcontracted Consultants                               | $211,000.00    |

**Tasks Total Lump Sum** $4,076,000.01
### BOARD OF PORT COMMISSIONERS
OF THE
LEE COUNTY PORT AUTHORITY

<table>
<thead>
<tr>
<th>1. REQUESTED MOTION/PURPOSE: Request Board approve grant of non-exclusive underground utility easement to Peoples Gas System, a Division of Tampa Electric Company (“TECO”) to provide natural gas service to the Trader Joe’s East, Inc., leasehold at Page Field Commons.</th>
<th>5. CATEGORY: 25. Consent Agenda</th>
</tr>
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<tbody>
<tr>
<td>2. FUNDING SOURCE: N/A</td>
<td>6. ASMC MEETING DATE: 8/18/2020</td>
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<tr>
<td>4. WHAT ACTION ACCOMPLISHES: Establishes a perpetual non-exclusive underground utility easement to allow Peoples Gas System to provide natural gas lines to serve the Page Field Commons subtenant, Trader Joe’s East, Inc., leasehold.</td>
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</table>

| 8. AGENDA: | 9. REQUESTOR OF INFORMATION: (ALL REQUESTS) |
| --- | NAME | Gregory S. Hagen |
| CEREMONIAL/PUBLIC PRESENTATION | DIV. | Port Attorney |
| X | ADMINISTRATIVE | |

| 10. BACKGROUND: | |
Peoples Gas System, a division of Tampa Electric Company, has requested the Board grant a non-exclusive underground utility easement to provide natural gas facility service to the Page Field Commons subtenant, Trader Joe’s East, Inc., leasehold. |

Attachment: Easement

| 11. RECOMMENDED APPROVAL | 12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION: |
| --- | APPROVED |
| DEPUTY EXEC DIRECTOR | APPROVED as AMENDED |
| COMMUNICATIONS AND MARKETING | DENIED |
| OTHER | OTHER |
| FINANCE | |
| PORT ATTORNEY | |
| ACTING EXECUTIVE DIRECTOR | |

| 13. PORT AUTHORITY ACTION: |
| --- | |
| APPROVED | |
| APPROVED as AMENDED | |
| DENIED | |
| DEFERRED to | |
| OTHER | |
EASEMENT

This indenture is made this ____ day of September, 2020, between the LEE COUNTY, a dependent political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, Florida, 33902, Grantor, and PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, a Florida corporation, whose mailing address is P.O. Box 2562, Tampa, FL 33601, Grantee, as follows:

For and in consideration of the payment of $1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor grants to Grantee, its successors and assigns, a non-exclusive perpetual utility easement situated in Lee County, Florida and specifically described in Exhibit “A” attached and incorporated by reference, (the “Easement Area”).

The purpose of the easement is to allow Grantee to install, maintain and repair underground natural gas facilities (the “Facilities”) on, under, and upon the property described in Exhibit “A”; together with the right to permit any other person, firm or corporation to install equipment in or on the ground, attach wires to facilities, or lay pipe and conduit related to provision of the designated public utilities within the easement area; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions; and the right to trim and cut all dead, weak, leaning or dangerous trees or limbs inside or outside the easement area that might interfere with or fall upon the systems.

1. **Use:** Grantee’s use of the Easement Area shall at all times be in compliance with all Federal, State and local laws, regulations, ordinances and statutes.

2. **Repair by Grantee:** Grantee shall promptly repair any damage to the Easement Area, or any other property not owned by Grantee, caused by Grantee exercising its rights under this Easement, including without limitation, landscaping, ground cover, planting, roadways, driveways, sidewalks, parking areas and structures. In the event that Grantee, its employees, agents or contractors cause damage to the Easement
Area in the exercise of the privilege granted herein, Grantee agrees to restore the Easement Area so damaged to its original condition and grade. Notwithstanding the foregoing, Grantor reserves the right to install minor landscaping, irrigation and/or fencing within the utility Easement Area provided that it does or will not directly interfere with the Grantee’s Facilities; Grantor further acknowledges that under the “Underground Facility Damage Prevention and Safety Act” (F.S. Section 556,) that Grantor is obligated to notify “Sunshine State One-Call of Florida, Inc.” of its intent to engage in excavation or demolition prior to commencing any work and that this notification system shall provide member operations an opportunity to identify and locate if applicable, their underground Facilities prior to said excavation or demolition.

3. **Relocation:** The Grantee agrees upon the request of Grantor to relocate its Facilities, over, under and upon subject parcel at the expense of Grantor with the vacated portion of this Easement Area being released and conveyed back to Grantor and the site of the relocated Facilities being conveyed and included in this Easement grant as though it had been included ad initio.

4. **Access:** Grantee has a reasonable right of access across Grantor’s property for the purposes of reaching the Easement Area and exercising the rights granted under this easement. Any damage to Grantor’s property, within the easement area or adjacent to and outside the easement area, or the permitted improvements thereon, as a result of the construction, operation or maintenance of Grantee’s facilities within the Easement Area must be repaired or restored by the Grantee causing the damage to the condition in which it existed prior to the damage.

5. **Obstructions:** Grantee may not create obstructions or conditions in the easement area that are or may become hazardous or dangerous to the air or ground traveling public.

6. **Reservation of Rights:** Grantor further reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property described herein, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace, and for use of said airspace for landing on, taking off from, or operating on the airport.

7. **Entire Agreement:** This Grant of Easement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof. This Grant of Easement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. This Grant of Easement shall be binding upon the parties hereto and their respective successors and assigns.

This Easement runs with the land and is binding upon the parties, their successors and assigns.
In witness of the above, this easement is executed.

ATTEST:  
LINDA DOGGETT,  
Clerk of Circuit Court

By: ____________________________  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By: ____________________________  
Chair/Vice-Chair

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

By: ____________________________  
Office of the County Attorney
SKETCH TO ACCOMPANY DESCRIPTION:
"GAS LINE" EASEMENT,
LYING IN A PORTION OF THE SOUTHWEST
QUARTER (SW¼) OF SECTION 1, TOWNSHIP
45 SOUTH, RANGE 24 EAST, LEE COUNTY,
FLORIDA

SEE SHEET 2 OF 2 EXHIBIT "A" FOR
DESCRIPTION TO ACCOMPANY THIS SKETCH

**NOT A BOUNDARY SURVEY**

SKETCH NOTES:
1. BASIS OF MEASUREMENT TAKEN FROM
THE EAST RIGHT-OF-WAY LINE OF STATE ROAD
No. 45, OS 44 (STATE TRAIL), AS BEING
"ASSIGNED" AS NORTH OF.".
2. FIELD NOTES PAGE FIELD COMMONS FILE.
3. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
4. THIS CERTIFICATION IS ONLY FOR LANDS
DESCRIBED HEREIN, IT IS NOT A CERTIFICATION
OF TITLE, ZONING, OR FREEDOM FROM ENCUMBRANCES.
5. THIS SKETCH DOES NOT CONSTITUTE A TITLE
OR EASEMENT SEARCH AND IS BASED ON
DESCRIPTIONS FURNISHED BY CLIENT AND/OR
FINDINGS REPORTED IN THE FIELD.
6. UNDERGROUND STRUCTURES AND UTILITIES, IF
ANY, ARE NOT INCLUDED.
7. THIS MAP/PLAT IS CONSIDERED SIGNED USING A
DIGITAL SEAL IN ACCORDANCE WITH THE
APPLICABLE STATE LAWS AND STATUTES FS
648.001-004; FS 668.85; FS 472.205; FS 1964;
FLORIDA ADMINISTRATIVE CODE, STATE OF
FLORIDA.
8. ALL MEASUREMENTS AND DISTANCES ARE PLAT AND
MEASURED, UNLESS OTHERWISE SHOWN.
9. THIS SKETCH IS INTENDED TO BE VIEWED AS AN 8 1/2
x 11" IN SCALE DRAWING

LEGEND:

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<td>OF</td>
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**NOT A BOUNDARY SURVEY**

Exhibit "A"
EXHIBIT "A"

DESCRIPTION TO ACCOMPANY SKETCH:
"GAS LINE" EASEMENT,
LYING IN A PORTION OF THE SOUTHWEST QUARTER
(SW¼) OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24
EAST, LEE COUNTY, FLORIDA

SEE SHEET 1 OF 2 FOR SKETCH TO ACCOMPANY THIS DESCRIPTION

**NOT A BOUNDARY SURVEY**

DESCRIPTION:
A TRACT OR PARCEL OF LAND LYING IN A PORTION OF THE SOUTHWEST QUARTER (SW¼)
OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, CITY OF FORT MYERS, LEE COUNTY,
FLORIDA, SAID TRACT OR PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW¼) OF
SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN
N.89°44′31"E. ALONG THE SOUTH LINE OF SAID SECTION 1, TO A POINT OF INTERSECTION
ALONG THE EAST RIGHT OF WAY LINE OF STATE ROAD No. 45, (US41) (TAMMIAMI TRAIL)
FOR 33.01 FEET; THENCE RUN N.00°08′29"W. ALONG SAID EAST RIGHT OF WAY LINE FOR
1812.71 FEET TO THE POINT OF BEGINNING; THENCE RUN N.00°08′29"W. ALONG SAID
EAST RIGHT OF WAY LINE FOR 10.00 FEET; THENCE RUN N.89°58′11"E. FOR 151.16 FEET;
THENCE RUN N.21°36′14"E. FOR 49.16 FEET; THENCE RUN N.47°33′22"E. FOR 91.03 FEET;
THENCE RUN N.74°19′03"E. FOR 270.13 FEET; THENCE RUN N.65°11′02"E. 156.58 FEET;
THENCE RUN N.72°53′02"E. FOR 140.25 FEET; THENCE RUN N.12°23′07"W FOR 154.70 FEET;
THENCE RUN S.77°29′05"W. 78.44 FEET; THENCE RUN S.79°25′34"W. 6.07 FEET; THENCE RUN
N.10°34′26"W. FOR 10.00; THENCE RUN N.79°25′34"E. FOR 5.90 FEET; THENCE RUN
N.77°29′05"E. FOR 88.29 FEET; THENCE RUN S.12°23′07"E. FOR 704.58 FEET; THENCE RUN
S.55°57′07"W. FOR 127.19 FEET; THENCE RUN N.34°02′13"W. 10.00' THENCE RUN N.55°57′07"E.
FOR 120.41 FEET; THENCE RUN N.12°23′07"W. FOR 140.08 FEET; THENCE RUN S.77°36′53"W.
FOR 92.49 FEET; THENCE RUN N.12°23′07"W. FOR 10.00 FEET; THENCE RUN N.77°36′53"E.
FOR 92.49 FEET; THENCE RUN N.12°23′07"W. FOR 372.96 FEET; THENCE RUN S.72°53′02"W.
FOR 138.75 FEET; THENCE RUN S.65°11′02"W. FOR 156.70 FEET; THENCE RUN S.74°19′03"W.
FOR 268.55 FEET; THENCE RUN S.47°33′22"W. FOR 86.35 FEET; THENCE RUN S.21°36′14"W.
FOR 53.64 FEET; THENCE RUN S.89°58′11"W. TO A POINT ALONG THE AFORESAID EAST
RIGHT OF WAY LINE FOR 161.87 FEET, TO THE POINT OF BEGINNING.

CONTAINING: 18,650.29 SQ. FT. MORE OR LESS.

Phillip M
Mould, P.S.M.
6515 State of
Florida

PHILLIP M. MOULD
PROFESSIONAL SURVEYOR AND MAPPER
LS6515 – STATE OF FLORIDA

HARRIS-JORGENSEN, LLC
3048 DEL PRADO BLVD. S.
#100
CAPE CORAL, FLORIDA 33904
(239)-257-2624

JUNE 26, 2020
# BOARD OF PORT COMMISSIONERS
## OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Approve Partial Release of Conservation Easement Grant to SFWMD for Imperial Marsh Mitigation Park.

2. **FUNDING SOURCE:** N/A

3. **TERM:** N/A

4. **WHAT ACTION ACCOMPLISHES:** Provides Board approval of request to release that portion of Conservation Easement Grant to SFWMD to remove Lee County Utilities Green Meadows Wellfield from restrictions of the Conservation Easement.

5. **CATEGORY:** 26. Consent Agenda

6. **ASMC MEETING DATE:** 8/18/2020

7. **BoPC MEETING DATE:** 9/3/2020

---

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

9. **REQUESTOR OF INFORMATION:**
   - **NAME:** Gregory S. Hagen
   - **DIV.:** Port Attorney

10. **BACKGROUND:**

    The Imperial Marsh portion of the Southwest Florida International Airport (RSW) Airport Mitigation Park was placed under conservation easement on March 5, 1998 to comply with the mitigation requirements of the South Florida Water Management District (SFWMD) Environmental Resource Permit (ERP) No. 36-000080-S for the Midfield Terminal Complex. The Port Authority subsequently submitted an application to release 13.13 acres of the Imperial Marsh conservation easement to the SFWMD on June 19, 2018 to remove an overlapping / preexisting Lee County Utility (LCU) easement. The utility easement was granted on April 23, 1973 for the purpose of drilling and maintaining water wells.

    On June 10, 2011, the Florida Department of Environmental Protection (FDEP) issued Permit No. 36-0304623-001 to Lee County Utilities (LCU) to improve an existing (unimproved) access road, construct six production wells, and conduct various infrastructure improvements within the utility easement area. Mitigation for wetland impacts within the utility easement was addressed by LCU as part of the FDEP permit.

    In a letter dated August 30, 2018, the SFWMD determined that the proposed partial release of conservation easement was in compliance with the original SFWMD ERP and appropriate provisions of paragraph 40E-4.331(2)(b) or 62-330.315(2)(g), Florida Administrative Code. While the partial release of conservation easement is subject to the approval of the SFWMD Governing Board, Lee County signatures are required on the partial release of conservation easement form prior to it being presented to the SFWMD Governing Board for final approval.

    Attachment: Partial Release of Conservation Easement

11. **RECOMMENDED APPROVAL**

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**
   - APPROVED
   - APPROVED as AMENDED
   - DENIED
   - OTHER

13. **PORT AUTHORITY ACTION:**
   - APPROVED
   - APPROVED as AMENDED
   - DENIED
   - DEFERRED to
   - OTHER
District staff has reviewed the information submitted August 15, 2018, for the release of a portion of the conservation easement within the Imperial Marsh portion of the Southwest Florida International Airport Mitigation Park. The proposed modification requests the release of 13.13 acres of conservation easement that was recorded over an existing Lee County utility easement. Mitigation for wetland impacts within the utility easement was addressed as part of FDEP Permit No. 0304623-001, a copy of which is located in the ePermitting file. A location map is attached as Exhibit 1.0, and an aerial of the conservation easement and release area is attached as Exhibit 2.0. The draft partial release of conservation easement documents are attached as Exhibit 3.0.

The partial release of conservation easement is subject to the approval of the SFWMD Governing Board (Board), and will be scheduled for a future board meeting. If the Board does not approve the partial release of conservation easement, a modification of this permit is required to eliminate any other use that is not consistent with the conservation easement.

Based on that information, District staff has determined that the proposed activities are in compliance with the original environmental resource permit and appropriate provisions of paragraph 40E-4.331(2)(b) or 62-330.315(2)(g), Florida Administrative Code. Therefore, these changes have been recorded in our files.

Your permit remains subject to the General Conditions and all other Special Conditions not modified and as originally issued.

Should you have any questions or comments regarding this authorization, please contact this office.

Sincerely,

Laura Layman
Section Leader
Fort Myers Service Center

Lee County, S19/T45S/R26E

Subject:

Permit No.: 36-00080-S
Project: SOUTHWEST FLORIDA INTERNATIONAL AIRPORT MITIGATION PARK
Location: Lee County, S19/T45S/R26E

Regulation Application No.: 180619-5

August 30, 2018

LEE COUNTY PORT AUTHORITY
ATTN: MARK FISHER
11000 TERMINAL ACCESS ROAD SUITE 8671
FORT MYERS, FL 33913

Dear Permittee:

District staff has reviewed the information submitted August 15, 2018, for the release of a portion of the conservation easement within the Imperial Marsh portion of the Southwest Florida International Airport Mitigation Park. The proposed modification requests the release of 13.13 acres of conservation easement that was recorded over an existing Lee County utility easement. Mitigation for wetland impacts within the utility easement was addressed as part of FDEP Permit No. 0304623-001, a copy of which is located in the ePermitting file. A location map is attached as Exhibit 1.0, and an aerial of the conservation easement and release area is attached as Exhibit 2.0. The draft partial release of conservation easement documents are attached as Exhibit 3.0.

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Your permit remains subject to the General Conditions and all other Special Conditions not modified and as originally issued.

Should you have any questions or comments regarding this authorization, please contact this office.

Sincerely,

Laura Layman
Section Leader
Fort Myers Service Center
NOTICE OF RIGHTS

As required by Sections 120.569 and 120.60(3), Fla. Stat., the following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all of the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District’s (SFWMD or District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Fla. Stat. Persons seeking a hearing on a SFWMD decision which affects or may affect their substantial interests shall file a petition for hearing with the Office of the District Clerk of the SFWMD, in accordance with the filing instructions set forth herein, within 21 days of receipt of written notice of the decision, unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Fla. Stat.; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, or posting that the SFWMD has or intends to take final agency action, or publication of notice that the SFWMD has or intends to take final agency action. Any person who receives written notice of a SFWMD decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action which materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional Rule 28-106.111, Fla. Admin. Code, point of entry.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Fla. Stat., shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The SFWMD may, for good cause, grant the request. Requests for extension of time must be filed with the SFWMD prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and that the SFWMD and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk of the SFWMD. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at SFWMD headquarters in West Palm Beach, Florida. The District’s normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day. Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.
Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the SFWMD's security desk does not constitute filing. It will be necessary to request that the SFWMD's security officer contact the Office of the District Clerk. An employee of the SFWMD's Clerk's office will receive and file the petition.

Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document. A party who files a document by e-mail shall (1) represent that the original physically signed document will be retained by that party for the duration of the proceeding and of any subsequent appeal or subsequent proceeding in that cause and that the party shall produce it upon the request of other parties; and (2) be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed.

INITIATION OF AN ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Fla. Stat., and Rules 28-106.201 and 28-106.301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the SFWMD in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, SFWMD file number or any other SFWMD identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner and petitioner's representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the SFWMD's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the SFWMD's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the SFWMD's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the SFWMD to take with respect to the SFWMD's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Fla. Stat., and Rules 28-106.111 and 28-106.401–.405, Fla. Admin. Code. The SFWMD is not proposing mediation for this agency action under Section 120.573, Fla. Stat., at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Fla. Stat., and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal with the Office of the District Clerk of the SFWMD in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the clerk of the appropriate district court of appeal.
LEGEND:

- **Existing Conservation Easement Area To Remain**: 4,167.08 acres
- **Existing Conservation Easement Area To Be Released**: 13.13 acres

NOTES:

- Aerial photographs were acquired through the Lee County Property Appraiser’s Office with flight dates of January 2006.
- Property was surveyed and baseline per P.I. Marks Surveying Services, Inc. Drawing No. 0000-0100 Client Record No. 009517 WfS dated September 9, 2007.

**Passarella & Associates, Inc.**

**Airport Mitigation Park - Imperial Marsh**

**Aerial with Conservation Easements Map**
Return recorded document to:
South Florida Water Management District
Regulation Division – MSC 9210
3301 Gun Club Road
West Palm Beach, FL 33406

Permit: 36-000080-S Application: _________
Tract: ________________

PARTIAL RELEASE OF CONSERVATION EASEMENT

This Partial Release of Conservation Easement ("Partial Release") is made this ___ day of _________________ by the SOUTH FLORIDA WATER MANAGEMENT DISTRICT ("District") having an address of 3301 Gun Club Road, West Palm Beach, Florida 33406.

WITNESSETH:

WHEREAS, Lee County granted in favor of the District that certain Deed of Conservation Easement dated November 1, 1996, and recorded in Official Record Book 2928 at Page 1792 of the Public Records Lee County, Florida (hereinafter referred to as the "Conservation Easement") encumbering the real property described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Original Premises"); and

WHEREAS, the District has been requested to release a portion of the Conservation Easement with respect to only that portion of the Original Premises described on Exhibit "B" attached hereto and made a part hereof (hereinafter referred to as the "Release Parcel"); and

WHEREAS, the District is amenable to amending the conservation easement to release a portion of the Conservation Easement only with respect to the Release Parcel.

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the District hereby partially releases the Conservation Easement to discharge, terminate and release the Conservation Easement with respect to only the Release Parcel, without impairing the operation and effect of the Conservation Easement as

Form 1271 (05/2016) Partial Release of Conservation Easement
Partial Release of Conservation Easement
Permit: 36-000080-S Application: 

to the remainder of the original premises which are not contained within the Release Parcel, (the original Premises less and except the Release Parcel is hereinafter referred to as the “Remainder Premises”). The Conservation Easement shall remain in full force and effect with respect to the Remainder Premises and shall remain unaffected by this Partial Release of Conservation Easement. All references in the Conservation Easement to “Property” shall hereafter mean and refer to the Remainder Premises.

IN WITNESS WHEREOF, the South Florida Water Management District has caused this Partial Release of Conservation Easement to be executed in its name by its Governing Board on this ___ day of _____________, 20__.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By: __________________________
    Chairman

STATE OF FLORIDA
COUNTY OF __________________________

The foregoing instrument was acknowledged before me this __________________________ day of _____________, 20__

by __________________________, Chairman of the South Florida Water Management District, a public corporation of the State of Florida, on behalf of the corporation, who is personally known to me.

Notary Public

Print
My Commission Expires: __________________________

Legal Form Approved By
Office of Counsel, May 2016
Attest:
LINDA DOGGETT, CLERK

Owner:
BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: ___________________________  By: ___________________________

Print Name
Deputy Clerk

Print Name
Chair/Vice-Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

By: ___________________________
Lee County Attorney’s Office
Partial Release of Conservation Easement
Permit: 36-000080-S Application:

OWNER:

/ / / / / / / / /
Print Name

WITNESSES:

Print Name: ________________________________

Print Name: ________________________________

Print Name: ________________________________

STATE OF FLORIDA
COUNTY OF ________________________________

The foregoing instrument was acknowledged before me this
_______ day of ____________________, 20_______ by ____________________________, who is personally known to
me or who has produced ___________________________ as identification.

Notary Public

Print Name

My Commission Expires: ____________________________

Form 1271 (05/2016) Partial Release of Conservation Easement

sfymd.gov

Draft
EXHIBIT A – ORIGINAL PREMISES

(Legal description from the original Conservation Easement)
EXHIBIT "A"

All of Sections 5, 6, 7, 8, 17, and 18, of Township 46 South, Range 27 East, Lee County, Florida, TOGETHER WITH a nonexclusive easement for ingress and egress over, across, and under the following described real property:

1) The East 30 feet of Section 14, Township 45 South, Range 28 East, South of State Road 62.
2) The West 30 feet of Section 13, Township 45 South, Range 28 East, South of State Road 62.
3) The East 30 feet of Section 23, Township 45 South, Range 28 East.
4) The West 30 feet of Section 24, Township 45 South, Range 28 East.
5) The East 30 feet of Section 25, Township 45 South, Range 28 East.
6) The West 30 feet of Section 26, Township 45 South, Range 28 East.
7) The East 30 feet of Section 35, Township 45 South, Range 28 East.
8) The West 30 feet of Section 36, Township 45 South, Range 28 East.
9) The East 30 feet of Section 2, Township 46 South, Range 28 East.
10) The West 30 feet of Section 1, Township 46 South, Range 28 East.
11) The South 30 feet of Section 2, Township 46 South, Range 28 East.
12) The North 30 feet of Section 11, Township 46 South, Range 28 East.
13) The North 60 feet of Section 11, Township 46 South, Range 28 East, subject to existing easements to Florida Cities Water Company.
EXHIBIT B – RELEASE PARCEL

(Exhibit to be prepared by Owner containing the legal description of only the property to be released. Permit Reviewer must confirm that Exhibit B contains only the description of the portion being released.)
EXHIBIT "B"

NOTES:
1. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. THESE EASEMENT SHOWN HEREON HAS NOT BEEN SURVEYED ON THE GROUND. SECTION LINES WERE OBTAINED FROM THE LEE COUNTY G.I.S. DEPARTMENT
3. TITLE REPORTS WERE NOT PROVIDED.

UTILITY EASEMENT
(13.13 ± ACRES)

CONSERVATION EASEMENT

DETAIL "A"
(FOR UE PARCEL 1)

DETAIL "B"
(FOR UE PARCEL 2)

DETAIL "C"
(FOR UE PARCEL 3)

IMPERIAL MARSH – UTILITY EASEMENT

This is a sketch to accompany a legal description (see attached) of a Utility Easement located in Sections 5 and 6, Township 46 South, Range 27 East, Lee County, Florida.

Elizabeth F. Gaines, PSM
Florida License No. LS4576

Date: 8/1/18

Not valid without the signature and raised seal of Elizabeth F. Gaines, PSM shown above

Issue Date: 8/1/2018
Field Date: N/A
8/2/18—Revised hatching; added Exhibit "B"

Checked: EFG
Drawn: KAS
Field: N/A
Scale: VARIES
Project No.: 0708
CAD File: 0708-002
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

Exhibit 3.0
Application No. 180619-5
Page 8 of 9
Legal Description
Imperial Marsh – Utility Easement

All of the following five parcels of land being located in Sections 5 and 6, Township 46 South, Range 27 East, Lee County, Florida and described as follows:

1) The North 200.00 feet of the East 100.00 feet of the West 1/2, and the North 200.00 feet of the West 100.00 feet of the East 1/2 of Section 6, Township 46 South, Range 27 East;

2) The North 200.00 feet of the East 200.00 feet of Section 6, Township 46 South, Range 27 East;

3) The North 200.00 feet of the West 200.00 feet of the East 1/2 of Section 5, Township 46 South, Range 27 East;

4) The North 60.00 feet of the West 1/2 of Section 5, Township 46 South, Range 27 East;

5) The North 60.00 feet of Section 6, Township 46 South, Range 27 East, excluding Parcels 1 and 2 herein described;

Contains 13.13 +/- Acres (calculated using Lee County G.I.S. section lines; not field surveyed)

Subject to easements, restrictions and reservations of record;

Prepared by:

E.F. Gaines Surveying Services, Inc.
Florida License No. LB 7165

Elizabeth F. Gaines, PSM
Florida License No. LS 4576

Date 8/14/18

Not valid without the digital signature or original signature and raised seal of Elizabeth F. Gaines, PSM.

Sketch: EFG Drawing No. 0708-002
Revised: 08/02/2018 – added acreage and Exhibit “B”
1. REQUESTED MOTION/PURPOSE: Request Board approve a rental and concession relief program for tenants of the Lee County Port Authority at Southwest Florida International Airport (RSW) as defined below. The rental relief program will be equal to rents and concession fees paid to the Lee County Port Authority for the month of September 2020.
2. FUNDING SOURCE: Airport unrestricted funds
3. TERM: N/A
4. WHAT ACTION ACCOMPLISHES: Provides a one month rent relief for all tenants

5. CATEGORY: 27. Administrative Agenda
6. ASMC MEETING DATE: 8/18/2020

8. AGENDA:
   □ CEREMONIAL/PUBLIC PRESENTATION
   □ CONSENT
   □ ADMINISTRATIVE

9. REQUESTOR OF INFORMATION:
   (ALL REQUESTS)
   NAME  Brian McGonagle
   DIV.  Administration

10. BACKGROUND:
    Many, if not most, business partners at Southwest Florida International Airport, have seen significant disruption in business since the pandemic began in March 2020. Significant reductions in passenger airline traffic have led to unprecedented financial losses in nearly every business sector of commercial aviation. In order to help mitigate our tenant’s cash flow challenges, the Airport agreed to defer April rents for 90 days.

    As you are aware, our own airport system has not been immune to the financial crisis our industry faces. We have made significant sacrifices; however, we have also had some help from federal funds. Even so, we continue to operate in a survival mode. Most of our tenants continue to pay their rents, as difficult as it may be for them. These tenants and stakeholders will be critical for a return to normal operations, whenever that occurs. Currently, our financial obligations are being met and we are in a position to extend relief to our tenants and do our part to support the business partners we rely on so much during the good times.

    As such, we are recommending a one-month rent relief package to the tenants at RSW for fees and charges due under their leases, with some exceptions as described below. This rent and concession relief is limited to the airline fixed rents, retail, food and beverage fixed rents, aviation ground rents, non-airline terminal rents, rental car fixed rents, advertising rents, airport plaza fixed rent and concession fees, retail, food and beverage

11. RECOMMENDED APPROVAL

<table>
<thead>
<tr>
<th>DEPUTY EXEC DIRECTOR</th>
<th>COMMUNICATIONS AND MARKETING</th>
<th>OTHER</th>
<th>FINANCE</th>
<th>PORT ATTORNEY</th>
<th>ACTING EXECUTIVE DIRECTOR</th>
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<tbody>
<tr>
<td>Benjamin R. Siegel</td>
<td>Victoria B. Moreland</td>
<td>N/A</td>
<td>Brian W. McGonagle</td>
<td>Gregory S. Hagen</td>
<td>Benjamin R. Siegel</td>
</tr>
</tbody>
</table>

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:
- APPROVED
- APPROVED as AMENDED
- DENIED
- OTHER

13. PORT AUTHORITY ACTION:
- APPROVED
- APPROVED as AMENDED
- DENIED
- DEFERRED to
- OTHER
concession fees, tenant employee parking, ground transportation and rental car privilege fees. Airline ramp parking, terminal use fees, non-aviation ground rents, any government agency leased space and landing fees are not eligible. In order to be eligible for this rental and concession relief program, tenants must be current on their payments as of Nov. 1, 2020. Based on September 2019 actual data, this one-time rental concession relief program is estimated to cost approximately $3M and will be funded from the Airport’s unrestricted funds.
# BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

## 1. REQUESTED MOTION/PURPOSE:
Request Board rank proposals submitted for RFP 20-45MMW for Janitorial Services Southwest Florida International Airport.

## 2. FUNDING SOURCE:
Account WJ5422941200.503410

## 3. TERM:
Five (5) years with two (2), two-year renewal options.

## 4. WHAT ACTION ACCOMPLISHES:
Provides janitorial services for Southwest Florida International Airport.

## 5. CATEGORY:
28. Administrative Agenda

## 6. ASMC MEETING DATE:
8/18/2020

## 7. BoPC MEETING DATE:
9/3/2020

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

## 9. REQUESTOR OF INFORMATION:
(ALL REQUESTS)
NAME: Gary Duncan
DIV.: Aviation

## 10. BACKGROUND:
On May 14, 2020, the Authority advertised Request for Proposals (RFP) 20-45MMW, Janitorial Services Southwest Florida International Airport. The advertisement appeared on ionwave.com, and online with Airports Council International, Florida Airports Council, and Airport Minority Advisory Council. A mandatory pre-submittal meeting was held on May 26, 2020, at the Lee County Port Authority Airport Training & Conference Center and included a tour of the facilities in order to more specifically discuss the services related to this RFP and to answer any questions from potential proposers. Twelve (12) proposals were received on June 16, 2020, from the following companies (listed in alphabetical order):

1. Bristol Facilities Company
2. Flagship Aviation Services
3. General Building Maintenance
4. Jani-King
5. JCM Commercial Business
6. LGC Global Energy
7. Service Management Systems
8. SP+ Corporation & Diverse Facility Solutions Joint Venture
9. Sunshine Cleaning Systems
10. UBM Enterprise, Inc.
11. UG2, LLC.
12. United Maintenance Co., Inc.

## 11. RECOMMENDED APPROVAL

<table>
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<tr>
<th>DEPUTY EXEC DIRECTOR</th>
<th>COMMUNICATIONS AND MARKETING</th>
<th>OTHER</th>
<th>FINANCE</th>
<th>PORT ATTORNEY</th>
<th>ACTING EXECUTIVE DIRECTOR</th>
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<tbody>
<tr>
<td>Gary E. Duncan</td>
<td>Victoria B. Moreland</td>
<td>N/A</td>
<td>Brian W. McGonagle</td>
<td>Gregory S. Hagen</td>
<td>Benjamin R. Siegel</td>
</tr>
</tbody>
</table>

## 12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:
- APPROVED
- APPROVED as AMENDED
- DENIED
- OTHER

## 13. PORT AUTHORITY ACTION:
- APPROVED
- APPROVED as AMENDED
- DENIED
- DEFERRED to OTHER
A publicly noticed Staff Evaluation Committee meeting was held on June 30, 2020, to review each proposal, solicit staff comments, and to prepare recommendations for consideration by the Airports Special Management Committee (ASMC). On July 14, 2020, the Staff Evaluation Committee reconvened at a publicly noticed meeting to discuss additional information requested by the Port Authority and presented by one of the twelve firms who previously submitted a proposal.

To assist the ASMC in their evaluation and ranking of firms, staff has prepared the attached information summarizing the responses to the RFP of those firms deemed responsive to the RFP. Staff’s review of the RFP’s was done in accordance with the Lee County Port Authority Purchasing Manual. Proposals from two firms, Bristol Facilities Company and Jani-King were deemed non responsive and therefore not in consideration.

The Staff Evaluation Committee determined the ten remaining firms met or exceeded the minimum qualifications required per section C.02, Section 1 – Minimum Qualifications, RFP20-45MMW. All ten firms had a company representative attend the mandatory pre-submittal meeting and site tour. All firms provide commercial janitorial services with at least seventy-five (75) full-time employees, seven days a week in either a medium or large hub airport, or at a public facility with a minimum of 700,000 sq. ft. of indoor climate controlled space. Finally, all ten firms presented a history of providing janitorial services for three consecutive years within the past ten years as required per the advertised RFP. As a result, the Staff Evaluation Committee ranked the RFP’s as follows:

1. Flagship Aviation Services
2. Sunshine Cleaning Systems
3. Service Management Systems
4. SP+ Corporation & Diverse Facility Solutions Joint Venture
5. UBM Enterprise, Inc.
6. JCM Commercial Business
7. General Building Maintenance
8. UG2, LLC
9. LGC Global Energy
10. United Maintenance Co., Inc.

At the July 21, 2020 ASMC meeting, the Committee selected a short list of firms based on the submitted RFPs. ASMC randomly selected the short-listed firm’s presentation order and requested oral presentations be given by the following firms during the August 18, 2020 ASMC meeting:

1. Sunshine Cleaning Systems
2. Service Management Systems
3. Flagship Aviation Services
4. SP+ Corporation & Diverse Facility Solutions Joint Venture

Staff recommends oral presentations be heard by the short-listed firms at the August 18, 2020 ASMC meeting.

Attachments:
1. RFP 20-45MMW
2. Addendum 1
3. Staff Summaries
4. Cost Proposal Summary
REQUEST FOR PROPOSALS (RFP) 20-45MMW
FOR JANITORIAL SERVICES
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

Released: May 14, 2020

DESIGNATED PURCHASING OFFICE CONTACT
Melissa M. Wendel, CPPO, Procurement Manager
Telephone (239) 590-4557 * Email: mmwendel@flylcpa.com

MANDATORY PRE-SUBMITTAL MEETING & SITE TOUR
10:00 a.m., Tuesday, May 26, 2020
Lee County Port Authority Training & Conference Center
15924 Air Cargo Lane, Ft. Myers, FL 33913

A site tour will occur immediately following the pre-submittal meeting
Remote attendance is not available for the pre-submittal meeting or the site tour
Participation is limited to 2 representatives per proposer

INQUIRIES/CLARIFICATION REQUEST DEADLINE
5:00 p.m., Wednesday, June 1, 2020

PROPOSALS DUE
2:00 p.m., Monday, June 15, 2020
NOTICE OF IMPORTANT SOLICITATION DATES

Lee County Port Authority (hereafter referred to as “Authority”) invites the submission of sealed proposals from interested corporations, partnerships and other legal entities authorized to do business in the state of Florida to provide the services as specified in this Request for Proposals (RFP). Solicitation documents are available electronically at https://flylcpa.ionwave.net/Login.aspx or by contacting the Purchasing Office.

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

PRE-SUBMITTAL MEETING
A pre-submittal meeting has been scheduled and will be held at the Lee County Port Authority Training & Conference Center, 15924 Air Cargo Lane, Fort Myers, FL 33913. A site tour will be conducted immediately following the pre-submittal meeting.

THIS PRE-SUBMITTAL MEETING AND THE SITE TOUR ARE MANDATORY. Attendance is required. Proposals submitted by firms not attending the mandatory pre-submittal meeting and the site tour will not be considered. Participation in the mandatory site tour will be limited to two representatives per Proposer.

The purpose of the pre-submittal meeting will be to discuss the requirements and objectives of this Request for Proposals and the tour is to view the areas to be serviced and the areas which house janitorial supplies and equipment. At the pre-submittal 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.

PUBLIC RECEIVING AND OPENING OF PROPOSALS
Sealed proposals must be received at the Southwest Florida International Airport, 11000 Terminal Access Road, Suite 8671, Fort Myers, FL 33913-8899, no later than the time and date indicated on the cover page. Proposals will be publically opened on the 3rd floor Administration Offices in the Airport Terminal building. Proposers, their authorized agents and other interested persons are invited to attend. Alternatively, the opening of proposals may be accessed remotely through the following link:

Remote Proposal Opening ID/Phone: Meeting ID meet.google.com/zuf-azqo-jzz
Phone Number (US) +1 617-675-4444 PIN: 6167115864910#

DEADLINE FOR CLARIFICATION REQUESTS
Inquires or requests for clarification of any information contained in this 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 designated contact in the Lee County Port Authority Purchasing Office (see contact information on cover page). This deadline has been established to maintain fair treatment for all potential Proposers, while ensuring an expeditious selection process.
PART A
INSTRUCTIONS TO PROPOSERS

The Authority invites the submission of proposals from interested corporations, partnerships, and other legal entities authorized to do business in the state of Florida and experienced in providing the services described in this Request for Proposals. Proposers must meet the minimum qualifications and comply with the Instructions to Proposers contained in this Part A. The Authority intends to select a proposer who will provide cost efficient services and meet or exceed the current high standard of cleanliness and high level of customer satisfaction.

A.01 PUBLIC OPENING OF SEALED PROPOSALS
Sealed proposals will be publicly opened at the time and place specified in this Request for Proposals in the presence of Authority officials immediately upon expiration of the due date and time. Proposers, their authorized agents, and other interested person are invited to attend the public opening.

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 opening.

A.02 AMERICANS WITH DISABILITIES ACT NOTICE
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.03 SUBMISSION OF SEALED PROPOSALS
The contents of your sealed proposal package must include:

- One (1) original proposal -- clearly marked ‘Original’ and labeled with the proposing firm’s name and address;
- Six (6) identical hard copies -- clearly identifying the responding firm and each marked ‘Copy’;
- One (1) identical electronic copy in Adobe PDF format as a single file on a nonreturnable USB flash/travel drive. Do not password protect or otherwise encrypt the electronic submission.

All physical and electronic copies must be identical. In the case of a discrepancy between the hard copy original and the paper copies and/or the electronic submittal, the hard copy original will govern. Proposers must submit the complete proposal in one sealed package clearly marked “RFP 20-45MMW: JANITORIAL SERVICES FOR SOUTHWEST FLORIDA INTERNATIONAL AIRPORT” with the return address of your company clearly marked on the outside.

Electronically submitted or faxed proposals will not be considered. All documents resulting from this competitive solicitation will become the sole property of the Authority.
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 prior to the stated time and date for submission of proposals.

A.04 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 contact the Purchasing Office to determine if addenda to this RFP have been issued and, if issued, acknowledging and incorporating same into their proposal.

A.05 QUESTION 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 must notify the Authority of any conflicts, errors, or discrepancies in the RFP documents during the Question and Clarification period.

Each proposer must examine all Request for Proposals solicitation documents and must judge all matters relating to the adequacy and accuracy of such documents. Inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation documents must be made in writing and sent to the designated Purchasing Office representative by the date and time stated.

All 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 clarification requests. All questions received and responses given will 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.06 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 same into proposer’s submittal.

A.07 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.08 BINDING OFFER
A submitted proposal made pursuant to this Request for Proposals will be considered a binding offer to perform the required services, assuming the terms of an agreement
between the parties is 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 proposal opening.

A.09  **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.10  **WITHDRAWAL OF PROPOSAL**
Negligence on the part of any 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.11  **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.12  **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.13  **NO LOBBYING**
Proposers are hereby placed on notice that the Lee County Port Authority Board of Port Commissioners, members of the Airports Special Management Committee and all Authority employees (with the exception of the designated Purchasing Office contact) are not to be lobbied, either individually or collectively, regarding this Request for 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.14 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 respondents, 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.15 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.16 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.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. 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
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. 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 required information 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 secret. In addition, proposer must cite, for each trade secret claimed, the Florida statute number that supports the designation. 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 hard 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 for 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 will 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 will be solely responsible for obtaining and maintaining all state, federal and local licenses required to perform the scope of services. The proposer will 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 **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 where alternatives provide best value, are desirable to the Authority, and the parties agree to such terms.

A.23 **NONEXCLUSIVITY 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 services 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 will 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 will be maintained for five years after the expiration or termination of the agreement and will be readily available for inspection upon reasonable notice.
A.29  TERMINATION
The agreement between the Authority and the successful proposer will contain a clause whereby the agreement may be terminated for the convenience of the Authority at any time during the term of the agreement upon thirty (30) days written notice to the successful proposer.

END OF PART A
PART B
SCOPE OF SERVICES

B.01 PORT AUTHORITY INFORMATION
The Lee County Port Authority operates Southwest Florida International Airport (RSW), an award-winning medium-hub commercial service airport located in Fort Myers, Florida. RSW served more than 10.2 million passengers in 2019 and has an annual economic impact of more than 8.4 billion. It is one of the top 50 airports in the United States for passenger traffic with fourteen airlines providing nonstop service throughout the United States, as well as international service to Canada and Germany.

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.

The airport terminal building is nearly 800,000 square feet with three concourses served by a dual roadway system and a three story parking garage. There is also an adjacent rental car facility with 10 rental car companies.

Data regarding monthly total passenger traffic from 2009 to 2019 is included as Exhibit A, attached.

Additional information about RSW is available online at www.flylcpa.com.

B.02 SERVICE PROVIDER AGREEMENT
The successful proposer will be required to execute a Service Provider 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 Service Provider Agreement will not materially alter key terms and provisions of this RFP, as may be amended by any addendum issued to this RFP. The Authority intends to enter into an agreement that is substantially similar to the draft Service Provider Agreement attached herein as an exhibit. The Authority reserves the right to revise the draft 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.03 TERM OF SERVICE PROVIDER AGREEMENT
The Authority intends to enter into a Service Provider Agreement with the successful proposer to provide janitorial services for a period of five (5) years. The Authority may reserve the option to extend the term of the agreement for two (2) additional twenty-four month terms, under such terms as the Authority may dictate and the successful proposer may accept. If the Authority exercises both options the total term of the agreement will be nine (9) years. However, the Authority reserves the right to negotiate the duration of the term of the agreement and any successive extension options.

B.04 INTRODUCTION TO THE SCOPE OF SERVICES
The Authority is very proud of the first class airport with attractive terminal facilities it operates in Southwest Florida. The Authority desires to partner with a qualified and experienced proposer to ensure proper and satisfactory janitorial maintenance of Authority buildings which in turn affords the traveling public a pleasant experience and
a favorable impression of the Southwest Florida International Airport and the Fort Myers, Florida area.

The Authority invites proposals from qualified and experienced proposers with demonstrated expertise and success in providing janitorial services at facilities that are similar in size, scope and use. Proposals must detail a performance based cleaning service plan to provide complete janitorial services that are cost efficient and meet or exceed the cleanliness standards set forth herein.

The successful proposer will be required to comply with all federal, state and local laws, executive orders, rules and regulations applicable to the provision of janitorial services and must keep all licenses required to perform the Services active throughout the duration of any contract resulting from this RFP.

The Authority reserves the right to inspect Provider’s books and records during normal business hours that pertain to the costs incurred in the performance of the Services under the service provider agreement.

B.05 PERFORMANCE BASED CLEANING

The services to be provided by the successful proposer, hereinafter referred to as “Provider” will be considered completely performance based. The requirements set forth in this RFP are considered the minimum requirements which must be consistently met in order to provide janitorial services to the satisfaction of the Authority.

Janitorial services must be performed in strict accordance with the scope of services and must meet or exceed the minimum cleaning standards described in Exhibit B, Minimum Cleaning Standards, with minimal monitoring by the Authority, regardless of the number of personnel or hours needed for the Provider to ensure sanitary and polished results at all times. The Authority expects the Provider to make adjustments to the Cleaning Schedule as both the Authority and Provider deem necessary to meet the minimum cleaning standards, at no additional cost to Authority.

Provider will furnish all labor, cleaning agents, materials, supplies, equipment, tools, transportation, uniforms and any other items or services necessary to coordinate, supervise, administer and perform janitorial services 24 hours per day, 365 days per year.

Quality performance must be consistently delivered throughout the term of the Contract.

Exhibits F, G1, G2, G3 and G4 set forth the methods, techniques, supplies, procedures, and cleaning frequencies currently being used at the Airport which have resulted in satisfactorily maintaining the performance levels indicated in Exhibit B, Minimum Cleaning Standards. The Authority understands that cleaning methodologies may vary. Proposers must specify in their proposal any alternative methods, techniques, supplies, procedures and /or frequencies they would employ to meet or exceed the Minimum Cleaning Standards set forth in Exhibit B.

From time to time the Authority may conduct random janitorial cleaning effectiveness assessments that include soliciting feedback from occupants of Authority facilities and the general public regarding the consistent cleanliness of the areas the Provider is
responsible to maintain. The Authority may make assessments using surveys and a complaint system. The results of any assessment performed by the Authority will be reviewed with the Provider. The Provider is required to address each issue identified in the assessment and immediately perform necessary corrective action(s) which may include one or more of the following tasks: modifying the Cleaning Plan, Cleaning Schedule, Cleaning Agents, materials, supplies, equipment, and/or conducting personnel training. All findings must be corrected in a timely manner.

B.06 DEFINITIONS

Airport: The Southwest Florida International Airport, airport code RSW, located in Fort Myers, FL.

Airport Terminal: The main terminal building consisting of three levels to which three concourses are attached and directly across the roadway is the three-story parking garage and rental car facility.

Airport Terminal Facilities: Area encompassing the Airport Terminal, the Concourses, and all Outbuildings.

Authority: The Lee County Port Authority, a dependent special district of the State of Florida.

Authority Business Days and Hours: Monday through Friday, 8:30 a.m. to 5:00 p.m., Eastern Standard Time with the exception of Authority holidays.

Clean: Free from dirt, marks, odors, stains or sediment.

Cleanable Square Footage: Areas within the Airport Terminal and outbuilding facilities that are assigned by Authority for cleaning by Provider as detailed in Exhibit E1, Cleanable Square Footage.

Cleaning Agents: Includes all chemical materials such as liquids, powders, sprays, pastes or granules used to clean the Facilities.

Cleaning Plan: An annual plan that details all Routine Cleaning and Project Cleaning that includes, at a minimum, specific tasks, frequencies, Cleanable Square Footage, staffing, shift breakout, peak period plan, Cleaning Agents, materials, equipment and supplies required to achieve complete Airport Terminal Facilities cleaning.

Cleaning Schedule: A detailed monthly schedule to accomplish all tasks identified in the Cleaning Plan and also includes a plan for peak periods.

Computerized Maintenance Management System (CMMS): The Authority’s work order system that the Provider will use to enter all work orders for maintenance or repair of items that are broken, defective, or in need of replacement.

Concourses: The area consisting of two levels, connected to the Main Terminal through which passenger aircraft are loaded or unloaded. The Airport has three (3) Concourses, designated B, C, and D. In addition, level one of each Concourse contains tenant operational offices as well as Authority office and work spaces.

Contract: The service provider agreement, including all exhibits, schedules,
subsequent amendments and attachments thereto, executed by and between the Authority and the Provider.

**Contract Compliance Administrator:** The Authority’s representative responsible to ensure Provider’s compliance with the terms of the Contract.

**Contract Management:** The Authority department responsible for the administration of the Contract.

**Contract Senior Manager:** Authority’s senior-level manager responsible for all matters regarding the Contract.

**Corporate Representative:** The individual located at the Provider’s corporate headquarters who is responsible for monitoring the Contract and coordinating support at the corporate level to ensure compliance with the terms and conditions of the Contract.

**Emergency Calls:** Calls received by the Provider for the purpose of reporting issues that affect, or may affect a person’s life, health and/or safety, and which require immediate response by the Provider.

**Extra Work:** Cleaning tasks not considered Routine Cleaning and Project Cleaning.

**FIDS:** Flight Information Displays providing daily flight arrival and departure information including times, gates and baggage belt locations.

**Janitorial Services (Services):** The Services to be performed by the Provider at the Airport pursuant to the Contract.

**Main Terminal:** The three-level terminal building at the Airport that contains: Level 1-baggage claim, Airport Police Department, and Federal Inspection Services, Level 2-airline ticket counters and concessionaires, and Level 3-Authority administrative offices.

**Outbuildings:** Buildings on Airport property requiring Services, including but not limited to the airport support facility; Airport Rescue and Firefighting Station; airfield and grounds shop; maintenance field shop; parking garage; rental car facility; Training and Conference Center; vehicle maintenance facility; warehouse, commercial & ground transportation building, and the chiller building.

**Pay Application:** A written request submitted on a monthly basis by the Provider to request compensation for services rendered.

**Personnel:** Individuals who are directly employed or contracted by Provider to perform the Services at the Airport pursuant to the Contract.

**Project Work:** Deep cleaning tasks that may interfere with daily operations if attempted on Authority Business Days, as further described in Exhibit G2, Procedures for Project Work.

**Provider:** The successful proposer that enters into a Contract with the Authority to provide Services pursuant to this Request for Proposals.
Routine Cleaning: Tasks performed on a regular basis to maintain the acceptable appearance of the Airport Terminal, as further described in Exhibit G1, Standard Procedures for Routine Cleaning.

RSW: Southwest Florida International Airport.

Parking Garage: The second and third levels across from the Main Terminal that are used for public parking.

Site Manager: The individual designated by the Provider to exclusively manage and oversee the performance of all Services at the Airport.

Task Authorization: A form used to order Extra Work that defines the work being requested and the cost associated with completing the Extra Work. A Task Authorization requires approval by the Authority before any Extra Work may commence.

TSA: The U.S. Department of Homeland Security Transportation Security Administration, or any successor thereto.

Work Order: A documented request that is issued by the Authority to the Provider for cleaning that is included in Routine Cleaning or Project Cleaning, or is Extra Work, but has not been previously scheduled.

B.07 SERVICE LOCATIONS

The following list identifies the facilities and areas that require routine Janitorial Services:

- public areas of the terminal building
- Authority controlled offices and service areas
- all passenger boarding bridges
- Authority controlled areas for the common use of all airlines
- TSA screening checkpoints
- rental car building and adjacent exterior walkways
- parking garage entryways, elevator landings, and primary stairwells
- designated terminal front sidewalks, pedestrian bridges, and walkways
- designated area of the Air Operations Area (AOA) 10' out from perimeter sidewalks
- trash corral
- vehicle maintenance facility
- training and conference center
- airport maintenance field shop
- airfield and grounds shop
- Airport Rescue and Firefighting station #92
- commercial & ground transportation building
- chiller building

Work areas with square footage measurements are depicted in Exhibit E1 – E18, Cleanable Square Footage, Various Floor Surfaces, and Facilities Maps.

The Authority is in the planning phase of a terminal expansion project at RSW which will result in major renovations to the central terminal infrastructure and the TSA
security screening checkpoints. While a plan and timeline for the project is being developed now, it is subject to fluctuation. The Authority may add this service location to the Contract through a contract amendment provided the Authority and the Provider can agree on the pricing, terms and conditions related to the performance of the additional Services. The Authority reserves the right to have services performed by a third party or through a separate agreement with Provider.

The Authority reserves the right to add or delete service locations, buildings and/or to increase or decrease square footage of areas to the Cleanable Square Footage and modify Routine Cleaning or Project Cleaning requirements resulting from changes in passenger count, passenger services and/or other incidences that, in Authority’s opinion, require modification to this Article. The Authority further reserves the right to change cleaning days and times, and to change the type of services required at any location or in any areas at any time during the term of the Contract. Payment will be adjusted in accordance with the contracted unit pricing.

Neither the Provider nor any of its employees may perform any Janitorial Services at the Airport for a terminal area tenant, unless in an exceptional instance and approved in advance and in writing by the Authority. Unless specifically set forth herein, areas under exclusive lease to airport tenants; such as airlines, rental car agencies, concessionaires, Transportation Security Administration, and the Visitor Convention Bureau, are excluded from the Routine Work Areas, unless an exception is made expressly by the Authority for a specific task or project.

B.08 CONVENIENCES

The Authority will provide storage areas, janitorial closets, office space and space for personnel breaks within the Airport. The storage areas will be sufficient to store a one month supply of expendable items such as paper towels and toilet tissue, cleaning supplies and equipment. All assigned areas must be kept clean and orderly by Provider.

The Authority will be responsible for providing internet connection, office phone lines, electricity and water generally available as necessary to perform the Services, at no cost to Provider.

The Authority will provide designated parking for the Provider’s Personnel at no cost to the Provider. Parking is only for employees directly and actively engaged in performing work under the Contract. Transportation between designated parking areas and the terminal may involve shuttle services furnished by the Authority.

B.09 CONTRACT COMPLIANCE ADMINISTRATOR

The Authority will designate a Contract Compliance Administrator responsible for performing the following:

- Facility inspections to include: random, unscheduled and full inspections as well as inspections made in response to customer complaints. The Authority may adopt a change to inspection methods at any time and increase or decrease the degree of inspections based upon contract modifications, lessons learned, technological changes, inspection documentation and changes to Provider’s quality control program.
The day-to-day communication with Provider’s team.

Working with the Provider to plan Routine Cleaning work schedules and Project Work in such a way that it achieves maximum coverage and is uniformly distributed throughout the year. The Provider must be able to clean without undue hindrance to the public during periods of increased operational demand. Seasonality as well as constantly changing flight times must be a considered by the Provider when scheduling Personnel. Daily flights can be viewed on FIDS located throughout the airport.

Monitoring, interpreting and overseeing Provider’s work with regard to, but not limited to, quality of work performed, the manner of performance, rate of progress of the work, acceptability of Cleaning Agents, materials, supplies and equipment, compliance with minimum cleaning standards and Authority satisfaction with performance levels.

Authorizing minor changes or alterations in the work not involving extra costs and not inconsistent with the overall intent of the Contract.

Reporting any issue that cannot be resolved with Provider to the Contract Senior Manager for final determination.

**B.10 PROVIDER’S REPRESENTATIVES**

**A. Corporate Representative.** Provider will designate a Corporate Representative to be responsible for monitoring performance of the Services and coordinating support at the corporate level to ensure full contract compliance at all times.

Provider must not remove or replace the Corporate Representative without approval of Authority. The Corporate Representative must respond to any concerns from Authority with respect to performance of the Janitorial Services and any terms and conditions of the Contract. The Corporate Representative must be available by phone during normal business hours and will respond to the site as needed to discuss and determine the appropriate action needed to address the Authority’s concerns.

**B. Site Manager.** Provider must designate a Site Manager to oversee and manage the routine and regular provision of Janitorial Services. Provider must not remove the Site Manager from overseeing and managing the Janitorial Services without informing the Authority of the change, unless the removal is due to incapacity, voluntary termination, or termination for cause and such advance notice is not possible or at the request of the Authority. Any proposed replacement should have equal or greater qualifications and experience than the Site Manager being replaced.

The Authority reserves the right to require the immediate termination of any Personnel as determined by the Authority, including the immediate termination/replacement of the Site Manager. Provider will appoint an Authority approved interim Site Manager until a permanent replacement is identified by Provider.

**B.11 PERSONNEL**

Provider must ensure all Personnel, including subcontractors adhere to the following
requirements:

- Abide by all state and federal regulations pertaining to the wages and hours of its employees, to include, but not be limited to, the Florida Human Relations Act, the Federal National Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.

- Abide by Lee County Ordinance 94-09, as amended, the Airport Rules & Regulations Ordinance.

- Maintain a drug-free workplace within the meaning of the Florida Drug-Free Workplace Act and require employees to be drug tested upon reasonable suspicion of drug use.

- Ensure its officers, Personnel, guests, subcontractors, and those doing business with Provider comply with the rules and regulations of Authority.

- Maintain an updated list of Personnel with the names, hire dates and position of employees who perform duties associated with the Contract.

- Maintain sufficient staffing levels to provide the highest level of Janitorial Services at the Airport and provide adequate supervision and inspections to assure that Personnel are correctly performing the work. Provider must ensure that there is no inefficiency between shift changes by monitoring employees closely during those times. Shift changes must occur in a smooth and professional manner.

- Provider will be required to provide an effective staffing plan that includes an On-Site Manager who is present five (5) days per week. Provider must identify details in the staffing plan describing the shift supervision, project supervision, and quality control responsibilities and assignments.

- Pay any fines levied against the Airport and Authority caused by the activities of its Personnel, at no cost to Authority.

- Ensure Personnel possess a valid Florida driver's license if operating a motor vehicle on Airport roadways, be covered by Provider's insurance and receive Authority vehicle area training, as applicable.

- Ensure Personnel are Airport security badged and meet all Authority and Homeland Security requirements. Additionally, certain Personnel will have authorized access to service the Customs and Border Protection international arrivals processing areas. Such Personnel must comply with all requirements prescribed by the Customs and Border Protection.

- Control Airport security badges issued to Personnel and pay all associated costs, fines and fees at no cost to Authority. An individual who quits or is terminated must return their security badge to Authority within one week of separation or termination. Notification of employee's change of status must be reported to the Authority badging office immediately. No Personnel will be allowed to work at the Airport Terminal Facilities without a valid security badge. In cases where verification of an employee’s background is difficult or impossible, the individual
may NOT be hired on a temporary basis.

- Be solely responsible for the safety, conduct and performance of its employees and take all necessary steps to terminate employees who participate in acts of misconduct. Immediately, upon written notice by Authority, Provider will remove from its payroll at the Airport, any employee who participates in unsafe and/or illegal acts, who violates Authority rules and regulations or who, in the opinion of Provider or Authority, is otherwise detrimental to the public.

- Repair any property damage caused by Personnel through abuse, neglect, or misuse of equipment or supplies and considered other than normal wear and tear, at no cost to Authority.

- Maintain written job procedures and work methods for Personnel and provide a copy of such to Contract Management, as well as any updates as generated.

B.12 PERSONNEL CONDUCT

The Provider must develop and implement general rules for employee conduct that instruct Personnel to:

Be clean and neat and presentable.

Interact with Airport Terminal Facilities users in a polite and professional manner and be able to communicate effectively to carry out assigned job requirements.

Comply with the Authority rules and regulations, and comply with Provider’s general rules for employee conduct.

Not use improper language or act in a loud, boisterous or improper manner.

Not sit down, take breaks, or otherwise loiter in public areas of the Airport Terminal Facilities while in uniform.

Not use personal cellular devices during working hours.

Immediately turn in all items of value found in the Airport Terminal Facilities to Authority’s Lost and Found Department.

Not solicit or accept, for any reason whatsoever, any gratuity from the passengers, tenants, customers, or other persons using the Airport Terminal Facilities.

Complete an initial training program and annual refresher training on the duties, responsibilities, and technical aspects of assigned job responsibilities to safely and efficiently provide the Janitorial Services.

Wear personal protective equipment (PPE) when performing all work at the Airport Terminal Facilities, as applicable.

The general rules for employee conduct will be made part of the Contract and will be reviewed from time to time by Contract Management for modifications, as necessary.
The Authority will establish standards that Provider’s employees must meet in order to be permitted access to areas that are deemed sensitive by Authority.

**B.13 UNIFORMS**
The Provider and its subcontractors are required to wear Authority approved uniforms while on duty. Uniforms must be clean and well maintained. Permanently stained, torn, disheveled or unsightly uniforms must be replaced immediately. Employees that fail to wear the approved uniform in a proper manner during work hours must be removed from the Airport terminal Facilities at once.

Managerial personnel are expected to wear generally accepted business casual attire.

Designated staff performing Project Cleaning may wear modified uniforms suitable for the task at hand.

Provider must require employees and subcontractors that are assigned to work at the curbside, along the drive or near vehicular traffic, to wear a bright orange reflective safety vest. This vest will be worn on the outside of any other clothing worn by the employee at all times while working these areas.

Provider must provide a winter jacket to employees assigned to work outside. The color and style must be tasteful and conform to the identification requirements for uniform shirts.

Subcontractor uniforms and vehicles must be clean and clearly identified with company logo and name.

Personnel and subcontractor uniforms must include a company identification insignia with the employee name on the uniform or on a badge worn on the uniform.

**B.14 KEYS**
The Authority is responsible for the initial issuance of access keys required for all spaces covered under the Contract.

The Provider must:
- properly secure Authority keys at all times;
- ensure Authority keys are not removed from Airport property;
- keep keys not in use in a locked box;
- restrict access to keys to essential Personnel only;
- keep a written log of persons having Authority keys and combinations.
- be responsible for all costs associated with replacing missing keys and/or installing new locks as a result of lost or misplaced keys. Cost must be reimbursed to the Authority by the Provider within thirty (30) days of the date the expense is incurred, or the expense will be withheld from any payment due the Provider.

**B.15 SITE MANAGER**
The Site Manager will be assigned to work exclusively as the full time Site Manager and supervisor of the Contract and must not be responsible for cleaning, maintaining,
supervising, administering or otherwise participating in any other jobs or contracts elsewhere on Airport property or outside the area(s) included in the Contract.

The responsibilities of the Site Manager include, but are not limited to:

- Communicate regularly with the Authority.
- Be on-site at the Airport Terminal Facilities a minimum of 5 days & 40 hours per week.
- Designate a management representative to be available to respond to Authority needs 24 hours per day, seven days per week.
- Oversee and manage all day-to-day Janitorial Services requirements ensuring that all performance requirements are met.
- Be responsible for the overall daily management and supervision of all maintenance and repairs to Provider’s equipment, training, subcontractors, scheduling of Personnel, and inspection of all work.
- Be very knowledgeable of janitorial procedures and practices especially in the correct, effective and safe use of all the required Cleaning Agents, janitorial equipment, cleaning techniques, and supplies required to service the Contract.
- Act as liaison with Authority on all Contract matters.
- Be available for immediate communication with Authority by carrying a working cellular phone.
- Promptly notify the Authority of any needed repairs or damages to the Airport Terminal Facilities and its furnishings, fixtures and appurtenances.
- The Authority reserves the right to approve persons proposed as replacements for the Site Manager, such approval will not be unreasonably withheld.

B.16 EQUIPMENT AND VEHICLES

The Provider must provide equipment and vehicles as necessary to meet the performance requirements of the Contract at no additional cost to the Authority. Only equipment in good working order may be utilized in the performance of Services. Equipment in service is subject to spot checks by Contract Management at any time, with or without notice.

Vehicle registration, insurance, and maintenance is the responsibility of the Provider at no additional cost to the Authority.

For informational purposes only, Exhibit F, Current Equipment List, identifies a list of equipment being utilized by the current provider under the existing agreement as of the date of the release of this RFP. The Authority intends to surplus all equipment listed in Exhibit F upon expiration or termination of the current agreement.

The Provider will be responsible for maintaining all equipment in good, clean, and functional operating condition at all times. The Provider bears all risk of loss, damage
or theft.

Provider must require personnel to use all equipment in strict compliance with all applicable federal, state and local environmental and safety laws and regulations.

**B.17 STORAGE PLAN**

The Provider must develop and maintain a detailed storage plan that addresses safe storage of Cleaning Agents, materials, supplies, tools and equipment in accordance with manufacturer specifications and applicable laws.

Provider must keep assigned storage spaces neat, clean, in good repair and in compliance with all applicable regulations, codes, manufacturer requirements and Airport regulations regarding storage of Cleaning Agents, supplies, materials and equipment.

**B.18 CLEANING AGENTS, MATERIALS, SUPPLIES AND EQUIPMENT**

Cleaning Agents, materials, supplies and equipment are to be furnished by the Provider.

The Authority reserves the right to establish the minimum specifications for all supplies. Additionally, Authority may require the purchase and use of specific brands if necessary to retain warranties. Exhibit G3, Cleaning Supply Specifications & Historical Usage specifies descriptions and/or suitable brand types.

The Provider is required to submit a list of proposed Cleaning Agents, supplies, materials and equipment to Contract Management at least 30 days prior to the start date of Services. The list must include the product name, brand name, model number (if applicable), and catalog reference (name of catalog and item number). A copy of the MSDS sheet must be attached to the list for each Cleaning Agent. The list and each MSDS must be kept current during the term of the Contract.

The Provider must maintain a minimum 30-day inventory supply level based on supplies and quantities listed in Exhibit G3, Cleaning Supply Specifications & Historical Usage, at all times. The minimum required amount of inventory may be adjusted by the Contract Management if necessary due to storage limitations.

Provider must require Personnel to use all Cleaning Agents, supplies, and materials in strict compliance with all applicable federal, state and local environmental and safety laws and regulations.

The Provider is required to perform Services in a manner that ensures the safety of its employees, and employees at, and users of, the Airport Terminal Facilities and the protection of property from claims related to the cleaning agents, materials, supplies and equipment furnished and used under the terms and conditions of the Contract.

Chemicals containing ammonia, chlorine, bleach, or powdered abrasive cleaners should be used sparingly, judiciously, and applied in a quantity and using a method which does not produce noxious odors that are offensive to Airport Terminal Facility occupants.
Liquid cleaning supplies are to be in one-gallon plastic containers. The container must be properly marked with the EPA-approved label, including all warnings and antidote requirements. The plastic containers must not be reused. All containers used on janitorial carts must contain proper labeling and warning cautions.

The Authority may review and regularly inspect Cleaning Agents, materials, and supplies and, as necessary, obtain samples and/or conduct independent testing to verify the effectiveness of Cleaning Agents, materials and equipment and the accuracy of the material safety data sheets (MSDS).

Testing may be conducted by a third party. If inspections and/or testing identify Cleaning Agents, materials, supplies and/or equipment that, in Authority’s opinion, do not provide effective sanitation or cleanliness or are not performing properly, Authority may require the Provider to use alternate Cleaning Agents, materials, supplies or equipment which meets Authority’s standards at no additional cost to Authority.

B.19 MANAGEMENT AND DISPOSAL OF CHEMICAL WASTE

Provider is responsible for the management and disposal of all chemical wastes and other wastes that are generated through Provider’s cleaning actions. Provider is restricted from disposal of any chemical wasted in the sanitary system, and will be solely responsible for the costs associated with such disposal. Solid wastes that exhibit no hazardous characteristics or contamination by regulated substances may be disposed of responsibly in available on-site Authority receptacles or dumpsters.

Recyclable materials should be collected and disposed of per the guidelines in Exhibit B, Minimum Cleaning Standards. No waste materials or effluent may be discharged outdoors or to Authority’s storm water sewer system. Only wastewaters suitable for discharge to the sanitary sewer will be allowable. All sanitary sewer discharges will comply with Authority regulations.

B.20 REQUIRED PLANS AND REPORTING

The Provider will develop, maintain, update and provide the required plans and reports as detailed below in sufficient detail that will allow the Authority to determine that Provider is in full compliance with all of the requirements of the Contract and all applicable laws. All plans and reports and any other records and documentation provided to Authority will become the property of Authority.

A. Cleaning Plan. Proposers must submit an initial Cleaning Plan with their proposal. The successful proposer must provide a final Cleaning Plan at least thirty (30) days prior to the Contract start date. The Cleaning Plan is subject to Authority approval. The Cleaning Plan will be updated periodically upon agreement of the Site Manager and the Authority and must be provided to the Authority immediately upon request.

B. Cleaning Schedule. This detailed monthly schedule identifies all tasks to be accomplished in the Cleaning Plan. The Provider must update this schedule on a daily basis to reflect changes in the schedule for the next day. The updated schedule must be provided to Contract Management by 8:00 a.m. every day.

Janitorial services will be scheduled and completed in such a way that they do not
disrupt the functions and normal day-to-day operations of the Airport.

Routine Cleaning and Project Cleaning will be scheduled to achieve maximum coverage and will be uniformly distributed throughout the year. Provider must coordinate activities with the Authority and adjust these activities as necessary to accommodate projects, passenger count fluctuations (season) and ultimately not interfere with day to day airport operations.

Provider must perform the majority of Project Cleaning and detailed Routine Cleaning on the third shift with the exception of those tasks authorized by Contract Management to be completed during first and second shifts.

Shutdowns for Routine Cleaning and Project Cleaning will be included in the Cleaning Schedule and coordinated with the Authority to insure there is no interference with passengers or other ongoing work that may be in progress or occurring concurrently. The Provider is required to coordinate the need to shut down any areas with the Contract Compliance Administrator.

During periods of high passenger volume the Cleaning Schedule will be augmented as necessary to ensure adequate coverage of the airside restrooms every day during 5:00 a.m. – 11:00 p.m. or as determined by the Authority. Periods of increased volume are indicated on historical monthly passenger reports provided in Exhibit A, Passenger Traffic 2009-2019. Routine viewing of FIDS should be utilized for up-to-date daily flight information.

C. Facility and Restroom Inspection Report. The Provider must perform a facility and restroom inspection evaluation at the end of each shift. Documentation of each inspection will be made in a daily facility and restroom inspection report. This report must be available for review by the Contract Management immediately upon request.

D. Daily Report. The Provider is required to maintain a daily report of the day’s events, submitting the report prior to 8:00 a.m. the next morning by email to Contract Management. At a minimum, the report must include:

- Specific Routine Cleaning tasks that were not fully completed.
- Project Cleaning tasks that were not fully completed.
- Quality Control Program Summary.
- Police incidents involving Personnel.
- Hazmat incidents involving Personnel and the general public.
- Accident/incident involving Personnel and/or the general public.
- Damage to any person, property or personal property caused by Personnel or others.
• Items turned in to the Authority Lost and Found. All items found must be turned in no later than the end of the finder’s shift.

• Log of all calls to and from the Airport Communication Center.

E. Monthly Report. The Provider is required to submit to Contract Management, a monthly report that includes, at a minimum, the following:

• A detailed list of Project Cleaning completed during the previous month in accordance with the Cleaning Plan and Cleaning Schedule and any incomplete or outstanding Work Orders.

• A detailed list of work not completed with an explanation as to why the work was not completed and a corrective action plan that includes recommendations for future prevention if warranted.

• Recommendations for proposed Project Cleaning or recommendations to update or modify procedures or requirements for specific Project Cleaning work.

• Current inventory of equipment with condition of equipment and current maintenance log.

• A list of complaints received including details identifying the complainant, the date of the complaint, how the complaint was received and the type and date of corrective action taken and recommendations to prevent reoccurrence, if applicable.

• Detailed list of "Emergency" calls. Emergency calls are defined as calls reporting issues that affect, or may affect a person’s life, health and/or safety. Such calls must be responded to immediately, remediated and documented. All Emergency calls completed by the normally assigned staff will be at no additional cost to Authority.

• Personnel information for the Provider and each subcontractor including:
  o The total number of Personnel.
  o The total number of part-time Personnel.
  o The total number of full-time Personnel.
  o List of key staff with title and phone numbers.

B.21 TECHNOLOGY
The Provider is required to furnish operable cellular telephones to its managers and supervisors to be carried at all times while on duty at the Airport to ensure direct communication with Authority. The phone numbers are to be filed and maintained with Authority and updated as necessary.

The Provider will furnish a sufficient quantity and quality of personal computers, tablets, or related devices to accommodate administrative, quality control program,
Work Order request, accounting and/or other program functions as necessary to maintain records and data; internet access and e-mail capability for management and supervisory staff, and to produce documents, reports and invoices pertaining to the Services provided pursuant to the Contract.

The Provider must furnish the following automated technology with the minimum functionality listed:

- A janitorial services Work Order platform that is accessible and editable via mobile devices (i.e., IOS or Android devices) allowing the Authority mobile, on-site entries, photo attachments, status updates, and tracking of the Quality Control Program.

- Employ a solution that automatically tracks public restroom patron frequency of use and allows the janitorial staff the means to log their cleaning activity (time-date stamped). Data collected must be accessible by Contract Management via a web based application with the ability to sort by date and time.

B.22 DEFICIENCIES, INCIDENTS, ACCIDENTS, AND COMPLAINTS

Spills of any type that are discovered by Personnel must be isolated and cleaned up immediately. Reported spills must be isolated within five minutes to make the area safe, notice provided to the public, and the areas must be cleaned as soon as possible.

The Authority may conduct inspections of the Services at any time. Discrepancies that are found as a result of inspection(s) will be promptly documented to include any Services not meeting minimum cleaning standards. Such report will be provided by the Authority to the Provider on a daily basis, or as necessary to communicate identified discrepancies. Provider must correct all identified Service deficiencies, including immediately responding to remediate any hazard created by or discovered through the provision of services that could cause damage or injury to personnel, property or the public. Such hazards may include tripping or slip and fall hazards, and/or failure to properly meet Occupational Safety and Health Administration (OSHA) requirements. A written response will be sent to Authority by the Provider that confirms all deficiencies have been corrected within fifteen (15) days of receipt of the written inspection or test report. For instances requiring an immediate response, the Provider will immediately respond upon notification of the deficiency and follow up with a written report to the Authority explaining the deficiency and reporting the corrective action taken.

B.23 NOTIFICATIONS

The Provider must notify Contract Management during Authority Business Days and Authority Business Hours via e-mail in a timely manner in the event of any Personnel issues, incidents, accidents, problems, outages or malfunctions, and any other unusual occurrences. The Notice must include an assessment of any damage or resulting or potential injury, solution and time to resolution.

Provider must notify Contract Management via telephone immediately regarding any janitorial hazard created or discovered that could cause damage or injury to personnel, property or the public such as tripping or slip and fall hazards, and/or failure to properly meet OSHA requirements.
Notify Airport Communication Center outside Authority Business Days and Hours via phone regarding any emergency incidents, accidents or unusual occurrences.

In an emergency, Provider must immediately redirect Personnel as necessary to assist the Authority with clean up. Examples of an emergency include but are not limited to flooding, construction debris, or any passenger hazard impacting Airport operations. No penalties will be assessed for unaccomplished work due to the redirection of Personnel for such emergency response.

**B.24 QUALITY CONTROL PROGRAM**

The Provider is required to establish and maintain an effective Quality Control Program (QCP) to be administered by the Site Manager and/or Provider’s quality control administrator. The QCP must be acceptable to Authority and must contain, at a minimum, the following:

- Inspection program(s)
- Communication procedure with Authority
- Documentation of quality control activities

The Provider is required to submit a Monthly Quality Assurance/Quality Control report that:

- Summarizes data collected,
- Identifies areas needing improvement, and
- Recommends Cleaning Schedule improvements based on data collected

The Provider must furnish a copy of the QCP to Contract Management immediately upon request.

Any revisions to the QCP that are necessary to maintain an effective level of quality control must be approved by the Authority.

The Provider will be required to suspend any or all of its operations and take appropriate corrective action if Authority determines that any part of the QCP is not effective and that any of the Janitorial Services fail to conform to the Authority’s minimum cleaning standards.

In the event of notification by the Authority of a quality control discrepancy, the Provider will be required to submit a corrective action plan within forty-eight (48) hours which details the corrective action to be taken to correct said discrepancies, and document how Provider will prevent future discrepancies.

**B.25 TRAINING**

Provider must submit a formal training program at the sole cost of Provider that will be documented and modified as necessary. Provider must maintain a training log to track employee training and show, at a minimum, the employee’s name, date of employment, type of training and date attended. The training program and training log must be provided to the Authority when requested.

Training will include, at a minimum:
• Provider's areas of responsibility and specific assignment areas
• Airport procedures with regard to security, badging and keys
• Quarterly performance based training
• Customer service training
• Specific training based on the assigned position to safely perform cleaning tasks such as;
  o Cleaning Agents usage and availability of MSDS and how to use them.
  o Tools and equipment, operation and safety.
  o Blood-borne pathogen safety program.
• Workplace discrimination and harassment
• Workplace violence
• Authority recycling program (as instituted)
• How to identify and properly dispose of recyclable products.

B.26 EXTRA WORK. The Provider may be requested by the Authority to perform Extra Work. The Authority may order additions, deletions or revisions to the work as necessary to meet Authority objectives. In the event the changes result in charges to the Authority, Provider will advise the Authority in writing of the proposed itemized cost in accordance with the terms of the Contract. If Authority determines that the cost is fair and reasonable, Authority will issue a Task Authorization to authorize the Extra Work.

If a satisfactory cost for the Extra Work or time to perform the Extra Work cannot be reached, Authority may make such arrangements as it may deem necessary to complete the work, which include, but are not limited to using its own personnel or hiring a third party contractor to undertake the Extra Work.

B.27 FEES AND PAYMENT METHOD
a. Pay Application – Compensation will be made for the acceptable performance of the services rendered by the Provider.

On a monthly basis, the Provider will submit a Pay Application to Contract Management for the services rendered in the preceding month. To be considered complete, the Pay Application must include all required supporting documentation. No amount will be payable by the Authority for any portion of a facility covered under the Contract that is taken out of service by the Authority. In such an event, the Provider and the Authority will adjust the Cleanable Square Footage within the Pay Application to reflect the change.

A sample Pay Application is provided as Exhibit D2, Sample Pay Application.

b. Pay Categories - The following categories will be entered in the Pay Application to calculate the monthly payment:

Routine Cleaning Rate for Public and Non-Public Areas
Charges will be paid based on the applicable fixed rate proposed by the Provider per Cleanable Square Footage. Charges will be allocated by service location.
Project Cleaning Rate.
Charges will be paid based upon the applicable fixed rate proposed by the Provider per Cleanable Square Footage. Charges will be allocated by service location.

Extra Work Hourly Rate
Charges for Extra Work hours will be based on the fixed Extra Work hourly labor rate established in the Contract plus associated actual cost receipts, if applicable, as approved and documented in a Task Authorization by the Authority.

Supplies Rate
Charges will be based on the fixed rate established in the Contract and multiplied by the number of total passengers reported for the prior month as provided at www.flylcpa.com.

c. Assessment of Liquidated Damages
Authority will conduct inspections from time to time. If any of the infractions described in the table below are noted during the Authority's inspection, the Authority may seek damages. Since actual damages may be impossible to determine, the Provider will be assessed the amount per occurrence as described in the table below as liquidated damages, and not as a penalty.

The Authority will notify the Provider of its findings in writing, providing the date of each infraction and the associated amount of liquidated damages being assessed. Further, the Provider will conduct re-cleaning for completed cleaning areas that are deemed unacceptable to Authority, at no cost to Authority.

Provider's monthly Pay Application will be reduced by the total amount of liquidated damages assessed in the preceding month in accordance with the amounts set forth below. Such assessed liquidated damages are not in lieu of any consequential damages suffered by Authority resulting from the infraction.

<table>
<thead>
<tr>
<th>Liquidated Damage (LD)</th>
<th>Caused by</th>
<th>LD Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Damage Repair</td>
<td>Damage to property within Airport Facilities by Personnel</td>
<td>Actual cost of repair or replacement</td>
</tr>
<tr>
<td>Insufficient Cleaning Agent Labeling</td>
<td>Any Cleaning Agent on a janitor Cart not properly marked with EPA-approved label including warning &amp; antidote requirements</td>
<td>$100 per occurrence</td>
</tr>
<tr>
<td>Ongoing use of Defective or Damaged Equipment</td>
<td>Use of equipment that falls below acceptable working condition.</td>
<td>$50 per occurrence</td>
</tr>
<tr>
<td>Failed Inspection</td>
<td>Work not performed correctly as determined by Authority requiring correction and re-inspection</td>
<td>$500 per re-inspection</td>
</tr>
<tr>
<td>Unreturned Security Badge</td>
<td>Personnel’s security badge lost or not returned to Authority within one week of the individual’s separation from employment</td>
<td>$80 per badge</td>
</tr>
<tr>
<td>Work Order Task Incompletion</td>
<td>Tasks not completed within the scheduled timeframe listed on a Work Order</td>
<td>$100 per occurrence</td>
</tr>
</tbody>
</table>

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 firm’s ability and prospective benefit 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.

C.02 INFORMATION TO BE SUBMITTED
The information identified in this section must be contained within your 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.

- Proposer’s representative must have physically attended the mandatory pre-submittal meeting and site tour.

- For at least three consecutive years within the last ten years, Proposer must have provided commercial janitorial services over multiple shifts, seven days per week, year long, with a staff of at least seventy-five (75) full time employees to one of the following:

  One commercial-service medium hub or large airport as defined by the FAA (information can be found at www.faa.gov/airports/aip/grantapportion_data/ - then click on “Primary Entitlements”).

  Or;

  One large public facility with a minimum of 700,000 square feet of indoor, climate controlled area such as, but not limited to, a mall, convention center, college campus or museum.

  To demonstrate this experience, proposer must submit the name of the facility and the size of the indoor space, the facility contact name and contact telephone and email information, the dates of service and the number of full time staff assigned at one time to perform the work.
• Submit documentation to show proposer is a registered Florida business entity or is registered with the State of Florida, Division of Corporations, to do business in Florida and proposer has a valid and current business license.

• 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.

• Provide a written statement of assurance of proposer’s ability to meet the insurance requirements and the performance, payment, customs and fidelity bond requirements set out in this RFP if selected for award.

• Provide a proposal guaranty with your proposal.

Section 2 – Executive Summary
An executive summary must be provided that includes a statement of interest in providing janitorial services at the Southwest Florida International Airport pursuant to this RFP. Proposer should introduce its company, highlighting its background and achievements earned while providing services that are the subject of this RFP.

Provide a statement of the proposer’s understanding of the services and responsibilities required and a narrative description of the proposed approach to ensure that the services are performed in a manner that upholds or exceeds the Authority’s high standards and levels of customer satisfaction.

Provide a statement of organization which includes the following information:
• Legal name, including DBA (if any), for the contract
• State of organization or incorporation
• Ownership structure of the proposer
• Contact information for corporate headquarters to include address, phone number and email address
• Contact information for local office to include address, phone number and email address
• Years in business at local office
• List of officers, owners, and/or partners to include name, address, and phone number.

The executive summary should not exceed eight (8) pages total.

Section 3 – Proposer’s Financial Capacity
The Proposer must demonstrate financial responsibility by furnishing audited financial statements for the past two (2) fiscal years. Such statements must be prepared in accordance with generally accepted accounting principles and with an independent certified public accountants (CPA) statement attached.

In addition, the Proposer must certify annual gross income during the previous twelve (12) month period immediately preceding the date of its proposal as derived from existing agreements directly furnishing janitorial services.
The Proposer must also submit with its proposal a statement of its credit standing in the form of a letter from its bank, a current credit report or a Dun & Bradstreet report.

**Section 4 – 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.

Disclose if proposer has been involved in litigation with any of its customers within the past ten years and briefly describe the circumstances.

**Section 5 – Experience and Past Performance**

Provide a summary of the proposer’s experience providing commercial janitorial services. Include the total number of years in business.

Provide information about proposer’s background providing services similar in complexity and scope to those detailed in this RFP for a medium or large hub airport or a large scale public facility.

Include, at a minimum, the following information for five current or previous clients:

- Name of airport/government entity/large scale client
- For airport clients, total number of annual passengers
- Address
- Dates of service
- Services provided
- Contract value
- Square footage of indoor space serviced
- Total number of direct employees managed
- Contact info including email address and phone number

The Authority reserves the right to discuss past performance with the companies and/or contacts provided and will give consideration to the feedback received. Proposer’s response to this Section must not exceed sixteen (16) pages.

Disclose any situations in which proposer failed to complete a contract or was 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 recognitions received by Proposer in the performance of previous similar services.
Section 6 – References
Identify two (2) clients currently receiving janitorial services that the Authority may contact to obtain references. Each reference must be from a current client that proposer has served for at least the past three (3) years. For each reference include contact name, title, address, current telephone number and email address. Also include a brief description of the services provided, the start date for the agreement, and the total dollar value of the contract.

Section 7 – Key Personnel and Primary Contact
Provide the name, address and telephone number of all key personnel currently employed by the proposer who will have a key role in providing services. Describe each person’s respective area of expertise.

Provide a resume for each key personnel member that provides background and shows experience with commercial accounts that are for at least at a medium hub airport or a large public facility. Specify the dates of involvement for each commercial account.

Provide the number of years of key personnel member's direct experience for each major client.

Provide the office location and address to which each key personnel member indicated is assigned and currently working. Provide the total number of years of experience of each key personnel member has been employed by the proposer, and describe any relevant experience in an airport environment, providing the name of the airport represented.

Identify one (1) person currently employed by the proposer who will serve as the primary contact for the successful proposer and identify his or her alternate. The primary contact is the proposer's representative who will be the primary contact for the Authority and who will possess the authority to make decisions on behalf of the proposer.

Identify the corporate representative, the individual located at the Provider’s corporate headquarters, responsible for monitoring the Contract and coordinating support for the Contract at the corporate level to ensure compliance with the terms and conditions of the Contract.

Provide a resume and/or a brief biography along with references for each designated corporate and/or regional member of the management team. Identify the primary contact person and his or her alternate and provide resumes. The Authority reserves the right to discuss past performance with the references provided and will give consideration to the feedback received.

Proposer’s response to this Section must not exceed six (6) pages.

Section 8 – Corporate Location
Provide a description of proposer’s office, including location of offices, the location where the contract authority resides and location of individuals to be assigned to this agreement. Make clear the office out of which the proposed work to be performed will be based.

Section 9 – Management Plan
Provide information about the type of corporate support the proposed Site Manager
will receive. Explain how this management plan supports all service requirements and ensures team member accountability across the organization.

Section 10 – Transition Plan
Provide detailed information to demonstrate the proposer’s plan for transitioning in order to commence operations upon award of the agreement. Explain the steps in the transition plan and provide a sample critical path schedule to show the time required for start-up and transitioning.

At a minimum, the transition plan should include adequate time for:
- hiring staff and subcontractors;
- processing Airport ID badges;
- engaging in on-boarding;
- providing relevant and complete new hire training;
- contracting with subcontractors;
- ordering and stocking cleaning products;
- obtaining equipment and supplies;
- furnishing office, breakroom and storage space;
- performing security related training for employees and,
- obtaining mobile communication devices.

Section 11 – Staffing Plan
Submit a proposed staffing level statement detailing all staffing needs the Proposer believes will be required to perform Services required to maintain the high standards for cleanliness at RSW, including any part time employees. Explain how staffing demands are to be met for holidays and seasonal peaks. List the ratio of full-time employees to part-time employees.

Provide organizational charts showing the staffing plan that includes all personnel proposed to provide the services by position, per shift. Include line personnel as well as supervisory personnel on the proposed organizational chart.

Identify supervisory and site management personnel. Include the Primary Contact, corporate representatives and other key personnel, as appropriate.

Include information regarding experience and qualifications of all key staff to be assigned to manage or perform the Services. Describe each key staff member’s area of expertise and include information to identify the qualifications, training and/or experience of each.

Explain proposer’s approach to staffing recruitment and explain any strategies that will be adopted to ensure local citizens receive consideration for employment. Provide a wage plan and summarize healthcare options that are made available to employees. Indicate the cost and deductibles for employees with single coverage, single plus dependent coverage and single plus family coverage.

Provide photographs of uniforms and a copy of the dress code policies.

Section 12 – Subcontractor Plan
Submit a plan detailing how subcontractors will be used and to what extent. The subcontractor plan must be completed with each proposed subcontractor name, address, contact and contact phone number. Provide the percentage of
subcontracted work of the total contract. Provide the total value of all subcontracted work.

**Section 13 – Local Employment**
The Authority encourages the successful proposer to interview and give preference to existing employees currently performing the work at the Airport.

**Section 14 – Operations Plan**
Describe proposer’s approach to stay ahead of the trends, be knowledgeable with current industry practices and provide recommendations to proactively meet ever changing Authority needs. Explain how this approach maintains or exceeds the high standards of cleanliness at the Southwest Florida International Airport.

Exhibits G1 and G2 set forth the methods, techniques, supplies, procedures, and frequencies currently being used at the Airport which have resulted in satisfactorily maintaining the performance levels indicated in Exhibit B, Minimum Cleaning Standards.

The Authority understands that cleaning procedures and frequencies may vary. Proposers must prepare and submit a sample cleaning plan and associated cleaning schedule that demonstrates the efficient use of personnel, Cleaning Agents, materials, equipment and supplies. All cleaning methodologies proposed must meet or exceed the required minimum performance requirements.

When submitting a proposal, proposer is instructed to follow the sequence of categories identified in Exhibits G1 and G2, and propose its cleaning procedures and frequencies in that order. Explain the policing and monitoring plan for each category.

Proposers must explain how incidents, accidents, complaints, and emergencies are to be dealt with including proposed response times.

**Section 15 – Equipment**
Provide a list of equipment including make, model and quantity that will be used to perform the services. Indicate whether the equipment is owned or leased. Describe the plan for equipment replacement in case of breakdown or failure.

**Section 16 - Supplies**
Provide a list of supplies that will be used to perform the services in the same order as the list of supplies shown in Exhibit G3, Cleaning Supply Specifications & Historical Usage. Indicate the proposed use for each product listed. Exhibit G3 is provided as a reference to indicate the products currently being used. Proposer must identify any supplies that differ from those shown in Exhibit G3.

**Section 17 – Terrazzo Flooring Experience**
Demonstrate recent and relevant experience in providing first class terrazzo floor maintenance services at an airport or comparable high traffic facility with terrazzo flooring that is equal in square footage to the flooring at Southwest Florida International Airport. Describe the equipment to be used to maintain the floors and replace damaged tiles and cracked grout; the approach to cleaning and the chemicals to be used.

**Section 18 – Automation and Technology**
Describe proposer’s use of automation and technology in the provision of the services
and to monitor the supply levels.

Explain how personnel will use automated systems to manage the operations and service levels in response to peak times.

### Section 19 - Communication Plan

Provide a narrative describing the communication plan the proposer intends to employ at each facility to communicate to its staff that the cleaning service requirements have been met as well as any opportunities that exist for improvement to services. Include any examples of forms currently being utilized and a brief explanation of their particular functions or uses.

Propose a mobile solution for onsite staff and explain the process for responding to issues reported through the mobile solution. Describe the type and quantity of proposed devices.

### Section 20 – Quality Control Program

Provider must provide, implement and maintain an effective and proactive quality control plan.

Proposer must include a sample monthly Quality Assurance/Quality Control (QA/QC) report with its proposal.

Disclose complete and comprehensive quality assurance programming designed to ensure high standard of cleanliness and customer satisfaction.

Explain the quality control and inspection process for identifying and rectifying quality deficiencies. Proposer must provide samples to illustrate how quality control activities are documented.

Describe how performance is tracked and improved and submit samples of the documentation used for regular and/or routine inspections.

Describe the processing for tracking and managing quality control issues. Explain the proposed process for informing the Authority of all quality control deficiencies reported and/or identified. Describe the process for deterring repeat issues.

Identify the quality program administrator who will have the authority to take immediate action as necessary. Provide a resume for the proposed quality administrator.

Proposer’s response to this section must not exceed twelve (12) pages.

### Section 21 - Safety Program

Outline the main elements of proposer’s safety program, providing details which demonstrate all areas included in the program. Specifically highlight risk mitigation measures that are included in the program.

### Section 22 – Training

Proposer must describe the types of classes and the extent of training for each person for, at a minimum, the following categories: New Hire, Continuous Quality, Project Cleaning (describe), Chemical, Blood borne Pathogen, Injury Prevention, Illness Prevention, Customer Service, Equipment operation, Safety training of personnel, and
Other (describe).

**Section 23 – Reports**
Provide a sample of daily, monthly, quarterly, and annual reports. Explain the purpose of each and who they are distributed to.

**Section 24 – Environmental Sustainability**
Discuss proposer’s experience with sustainable cleaning and identify any certifications held by Proposer. Include a detailed description of techniques and products used in the course of performing services which reduce adverse effects on the environment or promote green practice and environmental sustainability.

**Section 25 – Disaster Plan**
Proposer must provide a copy of its written plan for continuity of services and recovery during and following a variety of natural and manmade disaster scenarios such as hurricanes, tropical storms, infectious disease outbreak (i.e.: pandemic), etc.

**Section 26 – Cost Proposal**
Using Exhibit D1, Cost Proposal, indicate the pricing for each year of the term of the agreement and each of the 24 month renewal options.

**END OF PART C**
PART D
EVALUATION OF PROPOSALS

D.01 PROPOSAL EVALUATION
The Authority’s Staff Evaluation Committee will meet to review the 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) firms 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 firms 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 the 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 TENATIVE SOLICITATIONSCHEDULE
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, ASMC and Board of Port Commissioners meetings are posted at www.flylcpa.com/legalnotices/. Please refer to the website for schedule information.
<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
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</thead>
<tbody>
<tr>
<td>6/15/2020</td>
<td>Proposal Due Date</td>
</tr>
<tr>
<td>6/23/2020</td>
<td>Staff Evaluation Committee Meeting</td>
</tr>
<tr>
<td>07/21/2020</td>
<td>Airports Special Management Committee (ASMC)</td>
</tr>
<tr>
<td>08/18/2020</td>
<td>Oral Presentations (ASMC)</td>
</tr>
<tr>
<td>09/03/2020</td>
<td>Board of Port Commissioners approval of vendor selection</td>
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<tr>
<td>10/20/2020</td>
<td>ASMC contract review/approval</td>
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<tr>
<td>11/05/2020</td>
<td>Board of Port Commissioners contract approval</td>
</tr>
</tbody>
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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 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 AND INDEMNIFICATION

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 ACORD 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, on an occurrence basis, without exclusion for independent contractor, and including premises and operations, products and completed operations, bodily injury, property damage, and personal & advertising injury, with limits of at least $2 million per occurrence and $4 million general aggregate.

Business Automobile Liability (which includes coverage of any auto, including owned, hired, and non-owned) with limits of at least $5 million per person and per accident for bodily injury and property damage.

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.

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 named 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 the 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 standards set forth herein, the Authority may terminate any agreement it has with the successful proposer.

**Subcontractor 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 and Defense of Authority**
The agreement with the successful proposer (“Provider”) will include substantially the following provisions:

(1) Provider hereby agrees to defend, indemnify, reimburse and hold harmless the Port Authority and Lee County, Florida and their respective appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the Port Authority. This indemnity shall be interpreted in the broadest possible manner to indemnify the Port Authority.
Authority and Lee County for any acts or omissions of Provider or its subcontractors either passive or active, irrespective of fault, including Port Authority's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the Port Authority.

(2) Provider’s duty to defend and indemnify the Port Authority and Lee County shall arise at the time written notice of the Claim is first provided to the Port Authority or Lee County, regardless of whether Claimant has filed suit on the Claim. Provider’s duty to defend and indemnify Port Authority and Lee County shall arise even if the Port Authority or Lee County is the only party sued by claimant and/or claimant alleges that Port Authority’s negligence or willful misconduct was the sole cause of claimant’s damages.

(3) Provider will defend any and all Claims which may be brought or threatened against the Port Authority or Lee County and will pay on behalf of the Port Authority or Lee County any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of the Port Authority or the County shall be in addition to any other legal remedies available to the Port Authority and shall not be considered the Port Authority's exclusive remedy.

(4) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Provider under the terms of this indemnification obligation. The Provider shall obtain, at its own expense, any additional insurance that it seems necessary for the Port Authority of the County's protection.

(5) This defense and indemnification obligation shall survive the expiration or termination of the Service Provider Agreement.

Proposal Guaranty and Bond Requirements

The following bonds and performance and payment guarantees are required if checked:

☑ Proposal guaranty: If checked, a proposal guaranty in the amount of 5% of the Year One cost proposal amount must be provided. The proposal guaranty must be submitted in the form of a bank certified check, cashier’s check, irrevocable letter of credit issued to the Lee County Port Authority, or a bid bond. The proposal guaranty will be held by the Authority until such time as an agreement is entered into between the successful proposer and Authority. Failure to submit a proposal guaranty will result in proposer's proposal being deemed non-responsive by the Authority.

Failure of the successful proposer to enter into the agreement with the Authority and provide, in a timely manner as prescribed by the Authority, the required certificates of insurance and the required performance, payment and fidelity bonds with surety(ies) acceptable to the Authority will result in forfeiture of the proposal bond.

☑ Performance bond: If checked, a performance bond in the amount of $2,000,000.00 must be presented by the successful proposer to the Authority within ten days of the issuance by the Authority of the written notice of intent to award the Contract.

The purpose of the performance bond is to ensure full, timely and satisfactory
performance of the services by the Provider in accordance with the Contract, for the entire term of the Contract, including any renewal periods thereof.

The performance bond 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 bond will remain in full force and effect for the entire term of the contract, including any renewal periods. Failure to maintain the performance bond is cause for termination of the Contract.

Payment bond. If checked, a payment bond in the amount of $1,000,000 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 Contract.

The purpose of the payment bond is to ensure timely payment of the Provider’s subcontractors and suppliers in connection with the services being provided pursuant to the Contract, for the entire term of the Contract, including any renewal periods thereof.

The payment bond must be issued by a surety acceptable to the Authority. An irrevocable letter of credit in favor of the Authority guaranteeing full payment for labor and materials in connection with this agreement may be accepted in lieu of the payment bond.

Customs Bond. If checked, a customs bond payable to the U.S. Bureau of Customs and Border Patrol, or its successor agency, in the amount of $75,000.00, must be provided in order to perform services in the Federal Inspection Station portion of the terminal. The bond form must be the U.S. Customs Bond Form 301 or an equivalent acceptable to the U.S. Bureau of Customs & Border Patrol.

Fidelity Bond. If checked, a crime and fidelity bond to protect the Authority against financial loss due to employee fraud or theft must be provided for the successful proposer’s company and all employees performing work under this contract against theft. Such bond must name the Authority as the insured.

END OF PART F
FORM 1: PROPOSER’S CERTIFICATION

As 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 mandatory presubmittal meeting and site tour 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 2: 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 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 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 the Lee County Lobbying Ordinance, No. 03-14.

AFFIANT

The foregoing instrument was acknowledged before me on ______________________, by ____________________________ (name of person, officer or agent, title of officer or agent), of ________________________________ (Corporation or partnership, if applicable), a ________________________________ (State of incorporation or partnership, if applicable), on behalf of the ________________________ (Corporation or partnership, if applicable). He/She is personally known to me or produced ____________________________ as identification by means of □ physical presence or □ on line notarization.

____________________________________
Signature of person taking acknowledgment

____________________________________
Name typed, printed, or stamped

____________________________________
(Title or rank)

____________________________________
(Serial or Commission No.)

NOTE - THIS FORM MUST BE COMPLETED AND SUBMITTED BY ALL PROPOSERS AND, IN THE CASE OF A JOINT VENTURE, FROM EACH PARTNER
FORM 3: PUBLIC ENTITY CRIMES CERTIFICATION

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

A person, affiliate, or corporation who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

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

______________________________________________________
[Signature]

Notary Public – State of _____________________________
County of _____________________________

Sworn to and subscribed before me by means of □physical presence or □online notarization this _______ day of ____________________, 20__. 
Personally known _____ or produced identification ______________
(Type of identification)__________

Printed typed or stamped commissioned name of Notary Public
FORM 4: 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 the Lee County Port Authority that it has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in Section 287.135, Florida. Statute; is not engaged in business operations in Cuba and Syria; and will not engage in “Boycott Israel” activities, as defined in Section 215.4725 (1)(a) Florida. Statute (2016) that result in 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 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 LEE COUNTY PORT AUTHORITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]
Notary Public
State of __________________________
County of ________________________

Sworn to and subscribed before me this______ day of ________________________, 20_____, by _______________________________ by means of □ physical presence or □ online notarization who produced the following as identification ________________________________ (Type of identification) or is personally known to me. My Commission Expires________________.

[stamp or seal]

[Signature of Notary Public]

[Typed or printed name]
### EXHIBIT A
Southwest Florida International Airport (RSW)
Passenger Traffic 2009-2019
(projections included)

<table>
<thead>
<tr>
<th>Year</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>November</th>
<th>December</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>2009</td>
<td>732,851</td>
<td>809,990</td>
<td>985,267</td>
<td>849,815</td>
<td>524,520</td>
<td>461,295</td>
<td>492,063</td>
<td>454,927</td>
<td>359,743</td>
<td>470,931</td>
<td>598,478</td>
<td>676,078</td>
<td>7,415,958</td>
</tr>
<tr>
<td>2010</td>
<td>731,739</td>
<td>755,095</td>
<td>956,685</td>
<td>813,329</td>
<td>552,105</td>
<td>476,625</td>
<td>490,227</td>
<td>444,714</td>
<td>374,590</td>
<td>532,025</td>
<td>652,783</td>
<td>694,399</td>
<td>7,514,316</td>
</tr>
<tr>
<td>2012</td>
<td>704,427</td>
<td>781,849</td>
<td>1,024,221</td>
<td>790,322</td>
<td>531,946</td>
<td>454,044</td>
<td>464,896</td>
<td>421,211</td>
<td>354,640</td>
<td>484,768</td>
<td>558,829</td>
<td>679,672</td>
<td>7,350,625</td>
</tr>
<tr>
<td>2013</td>
<td>755,232</td>
<td>827,147</td>
<td>1,115,937</td>
<td>815,798</td>
<td>576,713</td>
<td>473,208</td>
<td>467,946</td>
<td>414,303</td>
<td>338,175</td>
<td>478,376</td>
<td>639,047</td>
<td>735,739</td>
<td>7,637,801</td>
</tr>
<tr>
<td>2014</td>
<td>778,163</td>
<td>862,899</td>
<td>1,147,059</td>
<td>865,554</td>
<td>591,116</td>
<td>478,692</td>
<td>496,472</td>
<td>446,402</td>
<td>366,038</td>
<td>503,243</td>
<td>669,567</td>
<td>765,288</td>
<td>7,970,493</td>
</tr>
<tr>
<td>2015</td>
<td>854,953</td>
<td>906,039</td>
<td>1,181,382</td>
<td>902,669</td>
<td>602,881</td>
<td>481,512</td>
<td>492,114</td>
<td>454,360</td>
<td>404,045</td>
<td>535,062</td>
<td>705,959</td>
<td>835,359</td>
<td>8,371,801</td>
</tr>
<tr>
<td>2016</td>
<td>918,929</td>
<td>989,845</td>
<td>1,269,961</td>
<td>905,594</td>
<td>606,833</td>
<td>492,413</td>
<td>484,074</td>
<td>431,729</td>
<td>391,844</td>
<td>550,316</td>
<td>777,534</td>
<td>840,501</td>
<td>8,604,673</td>
</tr>
<tr>
<td>2017</td>
<td>892,905</td>
<td>946,079</td>
<td>1,252,124</td>
<td>1,032,783</td>
<td>629,321</td>
<td>528,383</td>
<td>530,428</td>
<td>481,185</td>
<td>327,466</td>
<td>581,317</td>
<td>767,064</td>
<td>873,494</td>
<td>8,842,549</td>
</tr>
<tr>
<td>2018</td>
<td>965,981</td>
<td>1,053,817</td>
<td>1,379,728</td>
<td>939,957</td>
<td>668,665</td>
<td>546,159</td>
<td>561,039</td>
<td>501,023</td>
<td>418,256</td>
<td>569,553</td>
<td>810,283</td>
<td>958,717</td>
<td>9,373,178</td>
</tr>
<tr>
<td>2019</td>
<td>1,050,093</td>
<td>1,117,409</td>
<td>1,482,239</td>
<td>1,111,558</td>
<td>725,754</td>
<td>585,319</td>
<td>570,977</td>
<td>526,519</td>
<td>460,869</td>
<td>638,922</td>
<td>876,703</td>
<td>1,077,818</td>
<td>10,725,180</td>
</tr>
<tr>
<td>2020</td>
<td>1,132,103</td>
<td>1,241,590</td>
<td>861,221</td>
<td>55,326</td>
<td>69,945</td>
<td>87,291</td>
<td>142,744</td>
<td>184,281</td>
<td>207,391</td>
<td>284,430</td>
<td>445,292</td>
<td>574,971</td>
<td>5,285,585*</td>
</tr>
<tr>
<td>2021*</td>
<td>682,615</td>
<td>782,054</td>
<td>1,185,462</td>
<td>1,000,190</td>
<td>689,254</td>
<td>586,135</td>
<td>570,833</td>
<td>526,228</td>
<td>461,185</td>
<td>584,971</td>
<td>689,254</td>
<td>782,054</td>
<td>5,285,585*</td>
</tr>
</tbody>
</table>

*projected passengers for 2020 into 2021

---

**Passengers 2009-2021**

[Bar chart showing passenger traffic for each month from 2009 to 2021 with projected data for 2021]
EXHIBIT B
MINIMUM CLEANING STANDARDS

The standards depicted in this exhibit represent the performance level expected of the Provider to clean all facilities at RSW, as approved by the Authority.

The Provider may be required to modify cleaning procedures as directed by the Authority based on manufacturer’s recommendations for equipment, surfaces, materials, or other items as agreed upon between the Authority and the Provider.

1. Minimum Cleaning Standards

Provider will be required to meet or exceed the minimum cleaning standards listed below for all items and/or areas within the Cleanable Square Footage in the Airport Facilities (see Exhibit-E). Such items and/or areas include, but are not limited to, furniture, bollards, poles, work centers, tables, chairs, floor mats, desks, shelves, cabinets, planters, dividers, entry ways, walkways, sidewalks, walls, ceilings below 12 feet, air vents, flooring, glass office interior, door glass interior, stairs and landings, ash trays, trash and recycling receptacles, elevators, escalators, artwork, and handrails, unless directed otherwise in this Contract or by Contract Management.

A. Cleaning Terms & Minimums

1) Acceptable appearance means the cleaning has resulted in a condition conforming to Authority cleaning standards as specified in this Contract.

2) Acceptable performance means the Project Cleaning was accomplished in a satisfactory manner and accepted as complete by Contract Management.

3) Clean and polished appearance means free from dirt, dust, fingerprints, stickers, stains, soil, wax, streaks, lint, cleaning marks, smudges, adhered foreign substances, gum, cobwebs, grease, oil and grime with no evidence of surface spoilage or spotting resulting in surface reflections that are distinct without variance.

4) Safe condition means all potential hazards have been temporarily barricaded to ensure public safety or the hazard has been removed/remediated and the potential hazard has been reported to Authority.

5) Uniformly clean appearance means all surfaces are free from dirt, dust, stickers, stains, streaks, lint, cleaning marks, smudges, adhered foreign substances, gum, cobwebs, grease, oil and grime with no evidence of surface spoilage or spotting.

6) Uniformly bright appearance means all polished metal surface reflections are distinct without variance with a “like new” or designated gloss level with appropriate protection.

7) Cleaning of any item subject to cleaning must be complete, comprehensive and thorough, including corners, inside, outside, top, bottom, under and over all surfaces.

8) All areas must be absent of litter or undesirable debris that can be eliminated by appropriate policing techniques.

9) There must not be undesirable or noxious odors emanating from cleanable areas or surfaces.

10) To be considered clean, the Provider must be able to demonstrate, to the satisfaction of the Authority, that any visible dirt, dust, foreign matter, film, grime, stains, fingerprints, streaks, spots, blemishes, and/or chemical residue that remain on surfaces after cleaning cannot be removed without permanently damaging the underlying surface.
**B. Cleaning Activity Definitions and Requirements**

<table>
<thead>
<tr>
<th>Cleaning Activity</th>
<th>Surface</th>
<th>Cleaning Definition</th>
<th>Additional Cleaning Activity Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bio-Hazard clean up</td>
<td>All surfaces</td>
<td>Free of all Biological Hazards (Bio-Hazards) such as blood, vomit, animal and human feces.</td>
<td>Responsible for bio-hazard clean up and will maintain clean-up kits; however, if the magnitude is such that it requires specialized bio-hazard response, Company must immediately notify Contract Management to contract for the clean-up services.</td>
</tr>
<tr>
<td>Carpet extraction</td>
<td>Floors</td>
<td>Free of foot tracking, dirt, marks, streaks, stains, odors, sticky substances, having a uniformly clean appearance.</td>
<td>Use of extraction equipment to spot clean, pile lift, vacuum and groom carpet. Color of the carpet must not be faded or damaged by the cleaning process. Generally accomplished after hours to minimize interference to Airport passengers and operations</td>
</tr>
<tr>
<td>Clean High Areas and HVAC Vents</td>
<td>All surfaces above 12 feet</td>
<td>Free of all dirt and dust, streaks, lint and cobwebs.</td>
<td>Clean high elevation items (twelve [12'] feet and above) in the main terminal, concourses, to include HVAC vents and returns, window sills, ledges, overhead sign barges, columns and support members, artwork, metal ticket counter overhangs and structural members, advertising displays, airport directories, flight information display system millwork, and all fixtures to include PA system speakers, light fixtures and sconces, signs, fire alarm annunciators, and other items which may collect dust, cobwebs, or related debris.</td>
</tr>
<tr>
<td>Damp/wet mopping</td>
<td>Floors</td>
<td>Free of dirt, dust, marks, film, streaks, debris, and/or standing water.</td>
<td>A sufficient number of barricades, traffic cones and proper slip hazard signs must be provided for each floor area being cleaned to adequately protect the public and/or passersby.</td>
</tr>
<tr>
<td>Dust mopping</td>
<td>Floors</td>
<td>Free of all dirt, dust, lint and debris.</td>
<td>Microfiber mops must be used to reduce airborne contaminants. All hard floors must be dust mopped each night, including under all furniture and behind all pottery, receptacles, machines, and other interferences. Items moved for cleaning or found to be out of place must be returned to original positions.</td>
</tr>
<tr>
<td>Dusting</td>
<td>All surfaces at or below 12 ft.</td>
<td>Free of all dirt and dust, streaks, lint and cobwebs.</td>
<td>Dusting must be accomplished with proper cloths and apparatus (i.e. telescoping poles). All sensitive and electronic surfaces must be avoided. No personal or individual office equipment or supplies will be moved or disturbed. This includes dust resulting from construction activities.</td>
</tr>
<tr>
<td>Cleaning Activity</td>
<td>Surface</td>
<td>Cleaning Definition</td>
<td>Additional Cleaning Activity Requirements</td>
</tr>
<tr>
<td>------------------------</td>
<td>----------------------------------</td>
<td>--------------------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Glass cleaning</td>
<td>Glass</td>
<td>Free from streaks, drips, spots, mildew, fingerprints, film, deposits, and stains and have a uniformly bright appearance. Adjacent surfaces must be wiped clean and free from moisture including mullions, window sills, sunshades, and louvers.</td>
<td>Glass cleaning must be accomplished with the least possible interference to Airport passengers and operations. The height of glass cleaned under this activity is typically limited to six feet. The intent of this glass cleaning activity is to spot clean glass surfaces in public areas on an as needed basis. Full cleaning (both sides) of all glass or high glass over 12 feet from the floor may be performed under a subcontract.</td>
</tr>
<tr>
<td>Graffiti removal</td>
<td>Surfaces on the interior and exterior of the Airport Facilities</td>
<td>Free of all graffiti and the surface is in its original condition.</td>
<td>Removed as soon as the graffiti is discovered and/or reported. Report any gang, violence or hate-related graffiti to Airport Communications and/or verify a report was made with airport Police before removing the graffiti.</td>
</tr>
<tr>
<td>Metal cleaning</td>
<td>Polished Metal / Bright Work</td>
<td>Free from deposits, tarnish, spots, smudges, streaks and with a uniformly bright appearance.</td>
<td>Cleaning agent overspray is to be removed from all adjacent surfaces and surrounding finishes must not be damaged. Apply food-grade mineral oil only.</td>
</tr>
<tr>
<td></td>
<td>Matte Finished Metal</td>
<td>Free from deposits, tarnish, spots, and smudges.</td>
<td>Cleaning agent overspray is to be removed from all adjacent surfaces and surrounding finishes must not be damaged. Apply food-grade mineral oil only.</td>
</tr>
<tr>
<td>Odor Control</td>
<td>Airport Terminal</td>
<td>Free from objectionable odors or strong chemical odors from cleaning agents.</td>
<td>Measures must be taken to address and eliminate any objectionable odors in the terminal. This includes refraining from use of chemicals that have a strong odor which may impact the traveling public or employees in the Terminal. Odors which require the attention of the Maintenance Department should be reported to Airport Communications. Air fresheners shall be installed in each restroom and replaced as needed.</td>
</tr>
<tr>
<td>Oil spill cleaning</td>
<td>Airport Terminal</td>
<td>Place absorbent materials on oil spills.</td>
<td>Maintain one bag of absorbent material for emergency use.</td>
</tr>
<tr>
<td>Plumbing Fixtures and Dispenser Cleaning</td>
<td>Toilets, sink basins, urinals, and faucets, and dispensers</td>
<td>Free of all deposits so that the item is left without dust, streaks, film, odor or stains and has a bright and uniform appearance.</td>
<td>Care must be taken to ensure that cleaning chemicals do not harm, dull or mark chrome finishes, do not scratch porcelain fixtures, and do not harm or stain finishes of walls or stalls.</td>
</tr>
<tr>
<td>Policing</td>
<td>Surfaces on the interior and exterior of the Airport Facilities</td>
<td>Free of trash, litter, debris and other foreign objects, resulting in a neat appearance.</td>
<td>Policing services (Policing) must be accomplished with the least possible interference to Airport passengers and operations.</td>
</tr>
<tr>
<td>Restroom</td>
<td>Toilets,</td>
<td>Free of all deposits so that</td>
<td>Care must be taken to ensure that Cleaning</td>
</tr>
<tr>
<td>Fixtures Cleaning</td>
<td>Sink, Basins, Urinals, and Faucets, and Dispensers</td>
<td>The item is left without dust, streaks, film, odor or stains and has a bright and uniform appearance.</td>
<td>Agents do not harm, dull or mark chrome finishes, do not scratch porcelain fixtures and do not harm or stain finishes of walls or stalls. Care is to be taken not to allow cleaner to seep into mirror frames which may cause damage to mirror finish.</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Shampooing</td>
<td>Carpet</td>
<td>Free of dirt, grime, spills, and stains.</td>
<td>Hot water extraction of the carpets. Machine hot water cleaning with scrubber.</td>
</tr>
<tr>
<td>Spot Cleaning</td>
<td>Carpet, Fabrics, Vinyl and All Other Surfaces</td>
<td>Free of all stains, gum, food debris, sticky substances, spills, deposits, Garbage/Trash, and any other foreign substances, leaving a uniform appearance.</td>
<td>Cleaning Agents must not harm the carpet or fabric fibers and must ensure complete spot cleaning in accordance with manufacturer’s specifications. Adjacent surfaces must be protected or cleaned following the spot cleaning.</td>
</tr>
<tr>
<td>Sweeping</td>
<td>Floors</td>
<td>Free of all dirt, dust, gum, grit, lint and debris.</td>
<td></td>
</tr>
<tr>
<td>Terrazzo Cleaning</td>
<td>Terrazzo Floors</td>
<td>Free of all scar marks, luggage tracks, dirt, dust, gum, grit, lint and debris; achieving a slip resistant surface; and presenting a highly reflective appearance.</td>
<td>Care must be taken to ensure that Cleaning Agents and equipment do not harm, dull or mark floor surfaces. See Section 1, Minimum Cleaning Standards, Paragraph D, Floor Care Standards, Item 6.</td>
</tr>
<tr>
<td>Tile/VCT Cleaning</td>
<td>Ceramic and Vinyl Comosition Tile (VCT)</td>
<td>Free of all scar marks, luggage tracks, dirt, dust, gum, grit, lint and debris; achieving a slip resistant surface; and presenting a reflective appearance.</td>
<td>Care must be taken to ensure that Cleaning Agents and equipment do not harm, dull or mark floor surfaces. See Section 1, Minimum Cleaning Standards, Paragraph D, Floor Care Standards, Item 5.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cleaning Activity</th>
<th>Surface</th>
<th>Cleaning Definition</th>
<th>Additional Cleaning Activity Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vacuuming</td>
<td>Carpet</td>
<td>Free from soil and debris.</td>
<td>Vacuumed fibers are cleaned to protect the pile from matting using a machine with cylindrical brushing action. Effective vacuuming requires multiple, slow deliberate passes to ensure the removal of soil and dust at and/or below the carpet surface. Only commercial dual motor driven vacuums with bristle beater bars and HEPA filtration must be used. Backpack and canister vacuum cleaners will be allowed only when used with a powered head.</td>
</tr>
<tr>
<td>Wall Cleaning</td>
<td>Walls, Exposed Pipes and Equipment</td>
<td>Free from dirt, stains, streaks, dust, stickers, lint, cleaning marks, deposits, bright and a uniformly clean appearance.</td>
<td>Use a solution of mild soap and cool water, applied with a sponge or soft bristle (nylon) brush, to remove most minor and general surface soiling. Gently scrub the soiled area with the solution, then wipe clean with a wet sponge or soft cloth. Painted surfaces must not be damaged.</td>
</tr>
</tbody>
</table>
C. Area and Installed Equipment Cleaning Standards
Specific cleaning standards are outlined below for areas and installed equipment located within the Airport Terminal and other facilities, such as Port Authority outbuildings. Consideration should be given to Authority Business Days and Hours when scheduling Services involving Authority specific areas.

1) Authority Break Rooms
Chairs, tables, counters and sinks in Authority break rooms must be wiped down. Garbage/Trash must be emptied and the floors vacuumed after hours. The sink area and microwave shall be cleaned along with all counters and trash receptacles. The refrigerators shall be cleaned out once per month; notification of the date of cleaning shall be posted three (3) days prior to cleaning. Any containers of food or other items left in the refrigerator at cleaning time must be discarded.

2) Drinking Fountains
Drinking fountains must be clean and free of streaks, stains, spots, smudges, scale, and other removable soil and present a uniformly bright appearance. All polished metal surfaces including the orifices and drain must be clean and disinfected. Care must be taken to prevent overspray or damage to other surrounding finishes or walls. Surrounding walls, floors, and other surfaces must be kept clean and free of streaks, water spots and stains.

3) Elevators and Adjacent Areas
All interior and exterior walls, floors, doors, ceilings, door tracks, glass, switches, buttons, controls and equipment must have a uniformly clean appearance. Floors must be maintained according to standards for carpet and/or hard surface materials. Metal and bright work must be maintained in accordance with standards listed herein. All adjacent areas and wall coverings must be left free of residue and spotting following cleaning procedures. Elevators and adjacent areas must be maintained as needed to ensure acceptable appearance at all times.

4) Terminal Entrance Vestibules and Curbside Areas
Entrances and curbsides to the Airport Terminal are to be clean, well kept, and orderly, presenting a welcoming appearance. Entrance matting is to be vacuumed and maintained free from soil, debris, spills and gum. Areas with adhered gum and spills are to be deep cleaned daily. Doors, glass, door frames, matting and adjacent areas interior and exterior surfaces of the entrances to the Airport Terminal must be spot cleaned and maintained as needed to ensure acceptable appearance at all times.

5) Escalators and Adjacent Areas
All interior and exterior areas, cladding, glass, landings, handrails, switches, buttons, controls and related equipment must be maintained with a uniformly clean appearance. Adjacent floor areas must be maintained in accordance with Section D, Floor Care Standards. Metal and bright work must be maintained in accordance with Paragraph 8, Metal and Bright Work. All adjacent areas must be left free of residue and spotting following cleaning procedures.

6) Janitorial Closets
Janitorial closets must be kept neat, orderly and free of unauthorized storage items and debris.

7) Loading Dock, Dumpsters and Compactor Areas
The areas surrounding the loading dock, trash collection areas, and the Trash Corral area are to be monitored and swept free of all dirt, debris, litter and cigarette butts, degreaser applied and pressure washed weekly to include the recycling receptacles. A sufficient number of barricades, traffic cones and slip hazard signs must be utilized to adequately protect public and/or passersby. Compactors must be operated to compact trash and compact cardboard. Any bound-up trash and cardboard must be cleared from the compactor bin.
8) Metal and Bright Work
Stainless steel material on elevator, escalators and restroom equipment and surfaces must be periodically stripped, oiled with food-grade mineral oil only and buffed to maintain a clean and polished appearance.

9) Non-Public Break Rooms
Non-public break rooms must present a clean, well kept, orderly and professional appearance. Receptacles are to be emptied, spot cleaned and liners replaced as required. All shelves, counters, cabinet exteriors, refrigerator exteriors, tables, chairs, exterior of coffee makers, vending machines, microwave oven exteriors, wall areas adjacent to receptacles, and paper towel dispensers are to be free of accumulated dust and debris, wiped clean and sanitized. Non-carpeted floors are to be swept or dust mopped and then wet mopped. Floors are to be maintained according to standards for carpet and/or hard surface materials.

10) Non-Public Common Areas
The Airport operational areas located under or behind the public areas of the Airport Terminal consist of many non-public common areas that include, but are not limited to: walkways, halls, stairs, entrances, vestibules, reception areas and other operational movement areas. The standards listed herein for walls, stairs, halls, bright work, drinking fountains, windows and glass, and any other applicable area or installed equipment must be maintained at acceptable cleaning levels at all times. All walls, floors, stairs, stair treads, doors, ceilings, door thresholds, and glass must have a uniformly clean appearance. Floor and wall finishes must be maintained according to the standards listed herein and care and detail must be paid to treads, grids, edges and base boards to ensure acceptable appearance at all times. Concrete surfaces are to be swept of all dirt, dust, cobwebs and debris and pressure washed according to need. Railings must have a uniformly clean appearance. Non-carpeted floors are to be swept or dust mopped and then wet mopped. Floors are to be maintained according to standards for carpet and/or hard surface materials.

11) Non-Public Restrooms
Non-public restrooms must be kept clean and must not become dull in appearance. Receptacles are to be emptied and spot cleaned. Trash is not allowed to overflow. All surfaces of basins, bowls, toilets, seats, urinals, and all other restroom surfaces within touchable range must be properly cleaned, sanitized, rinsed and dried spot free. Descaling must be performed as required to keep surfaces free from streaks, stains, scale, scum, urine deposits, and rust stains. Dispensers must be emptied prior to being cleaned and then refilled with supplies. Dispensers must not run out of supplies during operational hours and supplies must only be stocked or stored in designated locations. Spot clean light switches, doors and walls. All restroom mirrors, basins, shelves/counters, bright work, and stainless steel or solid surface partitions must have a clean and polished appearance. Solid surface materials must not become stained or dingy. Floor and wall tile must be maintained to standards listed herein and special care given to grout, baseboards, drains, and edge details around stall wall supports, counters, receptacles and all other permanently fixed equipment or finishes to prevent buildup of odor causing bacteria. Special care must be given to prevent standing water and slick surfaces and appropriate signage and barricades must be used to protect against slip and falls. Flooding of restroom surfaces is not acceptable. Non-carpeted floors are to be swept or dust mopped and then wet mopped. Floors are to be maintained according to standards for carpet and/or hard surface materials. Frequency of cleaning must be set to meet necessity, policing of these restrooms must occur at a minimum of twice per shift.

Provider shall also perform a regularly scheduled deep cleaning of all non-public restrooms as part of an intensive cleaning and inspection program.

12) Office Areas
Office areas must present a clean, well kept, orderly and professional appearance. Receptacles are to be emptied, spot cleaned and liners replaced as required. Non-carpeted floors are to be swept/dust mopped. Carpets are to be vacuumed and spot cleaned to remove stains, deposits, gum, and spills. All shelves, counters, cabinets, cases, windows and sills are to be free of accumulated dust
and debris. Wipe clean all tables, desks, counters, chairs and chair legs. Spot clean all hard surface walls to remove fingerprints, dust, soil, and marks. Leave all areas as found with regards to occupant’s personal effects and work items. Personal effects, electronics, work items, and electrical plugs are not to be moved or rearranged during cleaning. Prohibit employees from opening desk drawers or cabinets, or using the telephone or other office equipment. Non-carpeted floors are to be swept or dust mopped and then wet mopped. Floors are to be maintained according to standards for carpet and/or hard surface materials. Frequency of cleaning must be set to meet necessity.

13) Passenger Boarding Bridges (PBBs)
All interior finishes of the PBBs must meet the standards listed herein for floors, walls, glass, doors, handrails and ceilings. Care must be taken to avoid wetting controls and control panels and to ensure that slip and fall hazards are prevented. Remove any trash or debris left in PBBs.

14) Public Open Floor Space Areas
The Airport Terminal including circulation areas, external and interior, walkways, halls, stairs, and other movement areas, are considered to be public open floor space areas. Policing of the public open floor space areas is a supplement to the standards listed herein for gate hold areas, terminals, ramps, concourses and circulation areas. The standards listed herein for floor finishes, walls, stairs, halls, bright work, drinking fountains, windows, glass, ceilings, stanchions, and air vents that can be reached with a 20 foot telescoping pole and any other applicable area or installed equipment must be maintained at acceptable cleaning levels at all times. Policing must be performed in the public open floor space areas on a regular schedule to ensure the Airport Terminal presents a clean image to the traveling public and other users of the Airport and are free of dust, dirt, debris, scuff marks, stains, soil, film, wet spills, and odors. If the spill is wet or slippery, or due to its nature (e.g., paint) must be fully treated immediately. Police interior planters, sign barges, information displays, advertising millwork, exterior FIDS displays – remove debris and clean/dust tops and sides as needed. Clean ceiling fans and speakers on exterior curb area. Policing frequencies must be adjusted by the Provider as necessary to accommodate the conditions and usage patterns in the Airport Terminal.

15) Public Restrooms
Public restrooms, receptacles, basins, bowls, toilets, seats, urinals, soap dispensers, partition doors and all other restroom surfaces must be properly cleaned, descaled, sanitized, rinsed and dried spot free. Re-supply toilet paper, feminine products, paper towels and hand soap/foam, as applicable. Any clogged toilet to be unclogged. Restroom air fresheners and urinal screens are to be replaced monthly. During periods of increased passenger traffic, they are to be replaced twice monthly. Batteries for air fresheners are to be replaced quarterly. All restroom mirrors, basins, shelves, counters, bright work and stainless steel must have a clean and polished appearance. Floor and wall tile must be maintained with special care given to grout, baseboards, drains, and edge details around stall wall supports, counters, receptacles and all other permanently fixed equipment to prevent buildup of odor-causing bacteria. Special care must be given to prevent slippery floor surfaces using appropriate signage and barricades as needed. Servicing of public restrooms must be accomplished as soon as possible following flight arrivals to maintain restrooms at the highest level of cleanliness possible. At a minimum, policing of public restrooms shall be accomplished approximately every thirty (30) minutes, less often in lower demand restrooms and more often in higher demand restrooms. Provider shall formulate a methodology for optimizing the cleaning frequencies of public restrooms based on demand, flight activity, and historical trends, as appropriate. Closure of the public restrooms will be allowed only as directed to protect the public or maintenance repair requirements and coordinated with the Airport Operations Department. Any inoperable restroom fixtures must be reported to Terminal Maintenance and Airport Communications.

Provider shall also perform a regularly scheduled deep cleaning of all public restrooms as part of an intensive cleaning and inspection program.

Separate cleaning cloths/towels/brushes must be used for cleaning each of the different types of fixtures to achieve sanitary conditions. Documentation must be maintained that the proper cleaning processes have been performed and the agreed-upon cleaning schedule has been met.
16) Restroom Product Dispensers and Containers
   a. All restroom supplies including soap, toilet paper, toilet paper spindles, feminine hygiene products, paper towels, urinal screens, air fresheners and dispenser batteries must be provided in accordance with Authority approved specifications, stocked in Authority provided product dispensers and maintained in accordance with Contract.
   b. Defective or damaged dispensers or containers must be reported to Terminal Maintenance or Airport Communications upon discovery.

17) Seating Areas
   All furniture surfaces, table tops, power poles, counters and seats must be wiped clean as necessary during normal operating hours, minimizing interference with the public. Deep cleaning of seating areas must be conducted after normal operating hours.

18) Smoking Areas
   Cigarette butts must be disposed of and cigarette butt receptacles must be spot cleaned and kept free of dirt, stains, spills or adhered foreign substances. Seating areas must be maintained free of litter, spills, dirt, dust, and debris. Sand used in cigarette butt receptacles must be replaced and maintained to ensure acceptable appearance at all times. Metal and bright work is to be maintained in accordance with Paragraph 8, Metal and Bright Work, above. All adjacent areas must be left free of residue and spotting following cleaning procedures.

19) Stairwells and Halls
   All walls, floors, stairs, stair treads, doors, door thresholds, and glass must have a uniformly clean appearance. Floor and wall finishes must be maintained according to the standards listed herein with attention to treads, grids, edges and base boards to ensure acceptable appearance at all times. Concrete surfaces must be swept of all dirt, dust, cobwebs and debris and pressure washed according to need. Railings must have a uniformly clean appearance.

20) TSA Screening Areas and Customs Area
   TSA screening areas and Customs Area in the Terminal must be clean, well kept, orderly with receptacles emptied, spot cleaned and liners replaced as required. Non-carpeted floors are to be swept/dust mopped. Carpeted floors must be vacuumed and spot cleaned to remove stains, deposits, gum, and spills. All shelves, counters, cabinets and cases are to be free of accumulated dust and debris. Tables, desks, counters and chairs must be spot cleaned to remove fingerprints, dust, soil, and marks. Occupant’s personal effects and work items, electronics, and electrical plugs are not to be disturbed or rearranged during cleaning. Employees must not open desk drawers or cabinets or use telephones or other office equipment.

21) Vending Machine Areas
   Where cleaning is not performed by the vending machine operators, vending machines must be wiped down and surrounding areas must be cleaned during each work day.

22) Receptacles
   Receptacles must be emptied and spot cleaned as needed to maintain safe and sanitary conditions. Walls or surfaces surrounding the receptacles are to be spot cleaned. The floors under and near the receptacles must be clean and kept free of stains, spots, rust, and rings. Liners must be replaced at each emptying of the receptacle. Receptacles must not be allowed to overflow. Periodically, all receptacles are to be thoroughly cleaned, inside and out as needed, with germicidal detergent. All receptacles in the public areas must be kept neatly aligned and the receptacle(s) turned with lettering or signage facing out for easy visibility.
23) Windows, Glass, Railings, Metal, and Other Coverings
All interior and exterior windows (accessible without scaffolding), glass, railings, metal and other coverings in public and non-public areas must be spot cleaned as part of Routine Cleaning, with the exception of the interior windows located in exclusive-use areas as designated by Authority. Windows are to be free from streaks, drips, spots, mildew, fingerprints, film, deposits, and stains and have a uniformly bright appearance. High windows above 12 feet in height are cleaned to the same standard and may be done by a subcontractor.

24) Hand Sanitizer Dispensers
All hand sanitizer dispensers are to be kept clean and free of spilled hand sanitizer at all times. Hand sanitizer that has spilled onto the floor must be cleaned immediately. Hand sanitizer levels should be monitored and replaced as needed with proper hand sanitizer refills as listed by the manufacturer. Hand Sanitizer dispensers shall be tested regularly to ensure they are in working order. Any malfunctioning dispensers shall be reported to the Maintenance Department Computerized Maintenance Management System (CMMS) by sending an email to maxservice@flylcpa.com.

25) Sidewalks and Patio Areas
Police all outside areas to include the service drive tunnel and front of upper and lower level terminal from plate glass to the opposite side of roadway, including the Gazebo on east end of the terminal building, the pedestrian bridges and crosswalks to the parking garage, the commercial curb, rental car curb and courtyard areas, designated smoking areas, main public parking garage stairwells, and public parking garage elevator landings. Dust benches, including brackets and legs underneath. Remove any gum or stickers. Power clean/buff sidewalks, joints and tile walls on the third shift. Power clean concrete vertical structures, concrete planters and planter walls on the third shift.

Police and sweep the AOA service tunnels and all airside sidewalks areas; and, the airside ramp areas (weekly) from the building to ten (10’) feet from the curb around the entire perimeter of the AOA terminal areas. Remove cobwebs from surrounding areas.

26) Clean Interior and Exterior Graphics
This requires cleaning ALL the interior graphics. The reason for designating "all" the interior graphics is that the graphics change both in position and number as airlines change. Each floor of the terminal complex has a considerable number of graphics. Concourses ‘B’, ‘C’ and ‘D’ also contain a number of graphics, which are similar to the terminal graphics with respect to color and general appearance. The exterior graphics are subject to soiling from vehicle exhausts, spider webs/egg sacks, and bird droppings and will need to be cleaned appropriately.

27) Clean Light Diffusers
This requires that the frame and diffuser be removed from their grid for diffusers below 12 feet in height, cleaned, and reassembled.

28) Clean Upholstered Furniture
This project is for the Authority's upholstered office furniture and traditionally has been done once per year over the Labor Day, Memorial Day, or other “long” weekend as authorized.

29) Clean Acoustical Ceilings
Dirt and dust accumulation on the ceilings necessitate cleaning of the acoustical tile ceilings. Restore the ceilings to like new or near new condition.

30) Clean Exterior Airline Podiums
The Exterior Airline Podiums are located at curbside check in. Each podium is to be cleaned both inside and outside using manufacturer’s guidelines.

31) Clean Security Guard Shack & Ground Transportation (GT) Info Buildings
Cleaning of the Guard Shack building located at Gate 64 and the Ground Transportation Information building located on the First Level adjacent to Entry Door #2, to include sweeping and mopping the
floors, detail cleaning of the restroom facilities, cleaning and dusting furniture and related vertical and horizontal surfaces, etc. This includes exterior walls, windows, and roof of GT Information Booth.

32) Repair Reporting
Report items requiring repair or maintenance to the Shift Supervisor or Crew Leader. Supervisors and Crew Leaders should submit work orders to the Maintenance Department Computerized Maintenance Management System (CMMS) by sending an email to maxservice@flylcpa.com. The email should include a description and detailed location of the issue. Any maintenance items requiring immediate attention should be reported to Airport Communications at 239-590-4810.

D. Floor Care Standards
The carpet and hard floor care processes, Cleaning Plan and Cleaning Schedule must be approved by Contract Management. The Authority will have the right to approve and make suggested changes to the Cleaning Plan and Cleaning Schedule. Work must be scheduled in such a way that it does not disrupt the functions and procedures of the Airport. Nightly work and shutdowns must be coordinated with the Airport Operations to insure there is no interference with passengers or other ongoing work being performed by other contractors. Company must maintain documentation to demonstrate the proper carpet and hard floor care processes have been performed and the Cleaning Schedule has been met.

1) Cleaning Agents and Equipment
All carpet and hard floor Cleaning Agents and equipment must be pre-approved by Contract Management. Manufacturer’s floor cleaning recommendations for the Cleaning Agents and equipment must be closely followed. The equipment must be in good repair at all times.

If floor care is determined by Contract Management to not meet the floor care minimum standards and the discrepancy is caused by improper procedures, Cleaning Agents or equipment used, the deficiency must be corrected within 48 hours of notification of the discrepancy. Testing of new Cleaning Agents and/or equipment must be coordinated through Contract Management.

2) Drain Maintenance
Water must be strained from machines prior to water being poured down any sink drain. The straining device/method must be pre-approved by the Authority’s Contract Management Department. Floor drains or screens in any sink must not be removed. Liquid must be maintained in P-traps to prevent odors.

3) Carpet Care Processes

a. Carpets must be maintained in such a manner as to promote longevity in accordance with the manufacturer’s recommendations and must be left in a clean, orderly and safe condition. Carpets must be spot cleaned during daily, Routine Cleaning to mitigate stains from becoming permanent. All stains, gum, food, debris, sticky substances, vomit, trash, biohazard spills, and other substances must be removed from the carpet using a properly diluted cleaning solution. Care must be taken to use a Cleaning Agent that will not harm the carpet fibers and ensure complete surface stain removal. The adjacent surfaces must be protected or cleaned following the spot removal operation. Damaged carpet must be reported to the Maintenance Department and Contract Management with a description of the damage and location.

b. Carpet deep-cleaning must be performed after normal hours to minimize the impact on Airport operations. All vacuuming must be done with an upright or ride-on vacuum with active vacuum and cylindrical brushing action. Stained areas must be treated with spot cleaning solutions in accordance with the carpet manufacturer’s recommendations. The spot cleaning process must be performed until as much of the stain as possible has been removed. Pile lifting is an integral part of carpet cleaning in high traffic areas and is required in all Airport Terminal Facilities and heavy traffic areas before the extraction process.
The hot-water extraction process must be performed as needed to maintain the minimum carpet cleaning standards over the entire carpeted surface and in accordance with the carpet manufacturer’s recommendations to remove embedded dirt and grime, to lift carpet pile, and to return carpets to a clean, bright and uniform appearance. Equipment with a cylindrical action must be utilized for cleaning, extracting, pile lifting and vacuuming to prevent damage to carpet fibers. The practice of using rotary bonnet equipment for cleaning or drying of carpet is typically not allowed and requires approval by Contract Management.

Chairs, receptacles, tables, benches and any other non-fixed items must be tipped or moved where necessary to allow for cleaning of the whole surface and must then be placed back into their original positions after the carpets are adequately dry. Fans and air movers must be used to ensure proper drying of carpets. All carpet in public traffic areas must be dry by 4:30 a.m. Exceptions to this completion time must be coordinated through Contract Management.

c. Interior and exterior walk-off mats must be vacuumed and cleaned and must be free of all visible lint, litter and soil. Carpet style entrance mats must be vacuumed to remove soil and dirt and to restore resiliency of the carpet pile. Rubber or polyester entrance mats must be swept, vacuumed, extracted or hosed down and then dried to remove soil and grit. Soil underneath entrance mats must be removed, rubber backing must be cleaned to prevent mats from shifting or “walking” and cleaned mats returned to their normal location.

d. Interim cleaning is low-moisture cleaning of the carpets and includes the use of properly applied spotting and encapsulation chemicals following the manufacturer’s recommendations. Interim cleaning is defined as the spot cleaning, pile lifting, vacuuming, and application and brushing-in encapsulating chemicals followed by another complete vacuuming. Interim cleaning must be performed on a regular basis and more frequently in high traffic areas and must provide for carpets free of spots, accumulated dirt and grime. The nap of the carpet must be lifted with proper pile lifting and complete vacuuming, following a pattern that will give the carpet pile a clean and uniformly clean appearance. Chairs, receptacles, tables, benches and any other non-fixed items must be tipped or moved where necessary to allow for cleaning of the whole surface and must then be placed back into their original positions after the carpets are adequately dry. Fans and air movers must be used to ensure proper drying of carpets. Furniture must not be moved in a manner that results in damage to the furniture.

4) Ceramic and Vinyl Composition Tile Care Processes

Ceramic and vinyl composition tile must be maintained in such a manner as to promote longevity and must be left in a clean, orderly and safe condition. The end result of all tile floor cleaning procedures is to leave all surfaces free of dust, dirt soil, gum, cleaning agents, and all removable stains. Care must be taken to avoid damaging any tile floor surface irrespective of the method of cleaning technique employed.

a. Tile floor surfaces which have been swept, mopped, or cleaned with an auto scrubber must present a uniformly clean appearance. Floors should be dry prior to any metal objects being placed back on the floor so as not to allow any rust to form on the floor. All cleaning solutions must be removed from baseboards, furniture, receptacles, chairs, and other similar items. All furniture and small items in the area to be cleaned must be moved and replaced.

b. Auto scrubbing is satisfactorily performed when all tile floor surfaces are without embedded dirt, cleaning solution, film, debris, stains and marks, or standing water, and the floor has a uniformly clean appearance. The method used must be sufficient to clean all grout and/or uneven tile floor surfaces. Tile floor surfaces should be pH neutral when scrubbing is complete. When cleaning with an auto scrubber, extra time needs to be considered for detail damp/wet mopping of corners, edges, around furniture, plants and other obstacles, and picking up any water left behind from the machine.
c. Tile floor finish removal (stripping) is accomplished when all visible floor surfaces, including surfaces that can be exposed by the removal of non-fixed furnishings, have all finish and/or sealer removed down to the flooring materials without causing damage, are free of all dirt, removable stains, deposits, debris, cleaning solution and standing water, and the tile floor has a uniform appearance when dry. Tile floors must be scrubbed with a machine equipped with a stripping pad, except those areas where the use of manual devices is necessary, such as along walls and in corners. The stripping solution and rinse water must be picked-up with a wet/dry vacuum following finish removal operation immediately; the tile floor surface must be left pH neutral. Care is to be taken to clean and leave no finish on window ledges, mullions, baseboards, walls, doors, furniture, and other adjacent areas.

d. A finished tile floor application is satisfactorily completed when all old wax/polish has been completely removed, including in corners and along edges, and sufficient coats of wax/polish have been properly applied with enough drying time between each coat to assure that the reflectance will be uniform with no streaking, swirls, globs, bubbling, or yellowing. The use of sealer prior to wax application must only be allowed with prior approval; waxes not requiring sealer are preferred.

e. Finish recoating must be done in traffic areas where finish has worn and needs to be recoated. A satisfactorily recoated tile floor is scrubbed, cleaned and rinsed in preparation to recoat with more finish. Care must be taken to apply finish to worn areas of the floor and feathered into the areas where the finish is not worn, and not to add unneeded layers of finish long edges or in areas where it does not wear.

f. All finished tile floor areas must be buffed to an acceptable sheen with a floor buffer or burnisher as needed to sufficiently maintain maximum gloss on flooring without a matte finish. All residual dust from this process must be removed from the edges, baseboards, and surrounding surfaces must be buffed.

g. A written maintenance log must be maintained and must at a minimum detail the number of base coats and finish coats applied and the duration between stripping and re-coat cycles. Copies of the tile floor maintenance log must be provided to Contract Management upon request.

5) Terrazzo Floor Care Processes

a) Dust mop floor with a clean dust mop or Easy Trap Duster to remove surface dirt.
b) Auto scrub floor with neutral cleaner and green or red scrub pad as appropriate.
c) Hand work stubborn stains and scuff marks using a neutral cleaner diluted with water. Follow stain removal procedure.
d) Cold water rinse the floor with an auto scrubber, and allow the floor to dry completely.
e) Burnishing with a walk behind or riding burnisher shall be performed nightly, phased monthly.
f) Terrazzo Tile, Grout, and Joint Replacement shall be performed year round, as authorized.
g) Terrazzo Tile Grinding, Polishing, and Sealing shall be performed year round, as authorized.

Note: The current Terrazzo Tile finish does not involve a topical surfactant other than an impregnator. No topical surfactant or other coating is to be applied to the Terrazzo.

7) Concrete Floor Care Process
Concrete flooring must be maintained in such a manner as to promote longevity and must be left in a clean, orderly and safe condition. The end result of all concrete floor cleaning procedures is to leave all surfaces free of dust, dirt soil, gum, cleaning agents, and all removable stains. Concrete flooring which has been swept, mopped, pressure washed or cleaned with an auto scrubber must present a uniformly clean appearance.
E. Chemical Management
A readily-available MSDS must be organized with a table of contents to facilitate review or inspection by Authority at any time.

Manage and dispose of all chemical wastes (and wastes otherwise restricted from disposal as sanitary wastes) at no cost to Authority. Solid wastes that exhibit no hazardous characteristics or contamination by regulated substances may be disposed of responsibly in available on-site Authority receptacles or dumpsters. Recyclable materials should be collected and disposed of per the guidelines in Section G, Recycling Program Collection Standards, below. No waste materials or effluent may be discharged outdoors or to Authority’s storm water sewer system. Only wastewaters suitable for discharge to the sanitary sewer will be allowable. All sanitary sewer discharges must comply with Authority rules and regulations.

F. Garbage/Trash Disposal Standards

1) Garbage/Trash must be collected from all offices, hallways, public areas, and receptacles in the Airport Terminal.

2) Garbage/Trash must be collected in a frequency so as to prevent the overflow of receptacles.

3) All collected Garbage/Trash must be moved to locations designated by Authority for disposal. Garbage/Trash must be collected in a cart and transported with the least amount of impact or inconvenience to Airport tenants, employees, and passengers. Garbage/Trash must not be left within the public view.

4) If Garbage/Trash is stockpiled for reduced frequency of trips to the trash collection areas, the stock piling must be done out of the public view and for no more than two hours and must be kept in a covered conveyance/cart. All employees must be properly trained in the operation of the compactors to ensure that Garbage/Trash is appropriately placed in the compactors and completely compacted to prevent clogging of debris.

5) Employees must be trained to not co-utilize elevators with the public while transporting Garbage/Trash. All Garbage/Trash carts must be kept clean, odor free, and well maintained. Tracking of oil, dirt, debris, salt, grease, wheel marks, or other outside substances into the Airport Terminal Facilities must be prevented at all times. All Garbage/Trash collection containers must be cleaned on a regular basis to prevent offending odors and an unprofessional appearance.

G. Recycling Program Collection Standards

1) Recyclables collected from the public area recycling receptacles of the Airport Terminal must be placed in blue-tinted plastic bag liners so that recyclable materials can be clearly identified and kept separate from collected Garbage/Trash.

2) All recyclables, including but not limited to, paper, newsprint, plastic, aluminum, and cardboard, must be transported to the collection sites as designated by Authority. The bags containing recycled materials must be emptied into the designated collection containers upon delivery to the collection area and the bags themselves must be disposed of as trash. Additionally, any bag appearing to contain material contaminated by more than 10% non-recyclable materials must be disposed of as trash and not placed in the recycling collection containers.

3) Employees must be trained to not co-utilize elevators with the public while transporting recyclables. All carts must be kept clean, odor free, and well maintained. Tracking of oil, dirt, debris, salt, grease, wheel marks, or other outside substances into the Airport Terminal must be prevented at all times. All Waste receptacles containers must be cleaned on a regular basis to prevent offending odors and an unprofessional appearance.
4) Cardboard must be collected separately and transported to the trash collection areas and compacted in the designated cardboard compactor. All employees must be properly trained in the operation of the compactors to ensure that cardboard is appropriately placed in the compactors and completely compacted to prevent clogging of debris.

5) Future recycling, composting or program enhancements that Authority implements including, but not limited to, changes in the recycling materials, segregation approach, locations and types of recycling receptacles and volume of materials generated must be adhered to and supported.

H. Policing Services Standards
Policing services of all public areas of the Airport Terminal includes, but is not limited to, curbside pick-up / drop-off areas, restrooms, public seating areas, smoking areas, gate hold areas, ramps, and hallways. Policing frequencies must be adjusted by the Provider to maintain the appearance standards to accommodate the conditions and usage patterns in the Airport Terminal. Policing must be done as outlined to ensure the Airport Terminal presents a clean image to the traveling public and other users, free of dust, dirt, debris, scuff marks, stains, soil, film, wet spills, and odors.

I. Sustainable Cleaning Standards and Processes
1) Environmentally Preferred Cleaning. Environmentally preferred cleaning includes the use of products or services that have a lesser or reduced negative effect on human health and the environment when compared with competing products or services that serve the same purpose.

2) Chemicals that avoid solvent based additives must be used unless pre-authorized by Contract Management and must meet the criteria of either Green Seal standard GS-37 “Industrial and Institutional Cleaners” and/or DFE (Designed for Environment) standards.

3) Paper products, hand soap, and trash liners must be recycled-content products that meet the EPA recovered-content criteria (Comprehensive Procurement Guidelines – CPG) and should be selected wherever possible.

4) Paper and trash liner products must meet Authority specifications and meet the EPA recovered-content CPG criteria.

J. Low Environmental-Impact Cleaning
It is preferred to use cleaning practices, associated Cleaning Agents and supply purchases to promote sustainability and improve building safety and occupant well-being. This ensures that all cleaning procedures, equipment, Cleaning Agents, and janitorial supplies in use at Airport Terminal Facilities assure a clean and safe building, reduce the risk of toxic chemical exposure to janitorial staff and Airport Terminal Facilities occupants, and maintain healthy air quality. Only Cleaning Agents, materials, supplies and equipment which meet the criteria of the United States Green Building Councils’ (USGBC) Leadership in Energy and Environmental Design-Existing Building Operations and Maintenance (LEED-EB O&M) should be used.

K. Sustainable Cleaning Systems
The use of sustainable cleaning systems protects the environment and protects occupant exposure to toxic materials by reducing the overall need for janitorial staff to clean with chemicals. Wherever feasible, use of microfiber dust mopping of floors and dusting cleaning of hard surfaces should be employed, which in conjunction with the entryway systems, use of HEPA filters, and a daytime vacuum program to eliminate pollutants, reduce the need for wet/chemical cleaning. Concentrated Cleaning Agents must be diluted on site wherever available to reduce energy use involved with the transportation of the product and resource conservation from reduced packaging. The use of sustainable Cleaning Agents meeting the requirements set forth in LEED-EB O&M, ensures that volatile organic compound (VOC) limits are reduced. This improves indoor air quality in the Airport Terminal, reduces ground ozone formation,
releases no ozone-depleting chemicals and reduces the risk of janitorial staff and Airport Terminal occupants to toxic chemical exposure.

L. **Sustainable Cleaning Operating Procedures**
   Standard operating procedures must be in place and followed which reflect the core principles of sustainable cleaning. Procedures must address how janitorial cleaning, hard floor maintenance, and carpet maintenance must be consistently implemented, managed, and audited. Procedures should also include proactive strategies to reduce contaminant infiltration at the source such as walk-off mats and daytime vacuuming.

M. **Environmental Health and Safety Regulations Compliance**
   All Federal, State, and local health, safety and environmental regulations must be complied with including Occupational Health and Safety Act (OSHA) requirements under the Hazard Communication Standard and the EPA Resource Conservation and Recovery Act (RCRA). Chemical storage on site should be limited and chemicals must be stored safely with appropriate spill response equipment, procedures, and staff training.

N. **Chemical Concentrations and Dilution Systems**
   Concentrated Cleaning Agents should be diluted on site; however, when applicable, concentrated Cleaning Agents that are packaged in “ready-to-dispense” (RTD) or other appropriate dilution systems are acceptable. All product dilution/dispensing systems must be pre-approved by Contract Management. Concentrated packaging systems are used to dilute and dispense a wide variety of concentrated cleaning solutions, from general purpose cleaners and glass cleaners to floor cleaners and restroom cleaners. The use of such Cleaning Agents reduces green-house gas emissions associated with transport of bulkier, “ready-to-use” Cleaning Agents.
## Exhibit D1
### Cost Proposal

<table>
<thead>
<tr>
<th>Cost Proposal Summary</th>
<th>Proposed Routine PUBLIC Area* Cleaning Rate (per square foot)</th>
<th>Proposed Routine NON-PUBLIC** Area Cleaning Rate (per square foot)</th>
<th>Proposed PROJECT*** Cleaning Rate (per square foot)</th>
<th>Proposed Extra Work^ Rate (per hour)</th>
<th>Proposed Monthly Supplies^^ Rate (per passenger)</th>
<th>Total Cost Proposal per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td></td>
<td></td>
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<td></td>
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<td></td>
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</tbody>
</table>

When calculating out the "Total Cost Proposal per Year" use the figures below, pulled from Exhibit D2, Sample Pay Application in the following formulas:

\[(\text{proposed rate}) \times (\text{appropriate square footage stated below}) \times (12 \text{ months})=\]
\[(\text{proposed hourly rate}) \times (250 \text{ hours}) \times (12 \text{ months})=\]
\[(\text{proposed supply rate}) \times (750,000) \times (12 \text{ months})=\]

*NOTE: use (24 months) for the Option years.*

* PUBLIC Square Footage: 577,773 sq ft
** NON-PUBLIC Square Footage: 145,944 sq ft
*** PROJECT Square Footage: 723,717 sq ft
^ 250 hour per month
^^750,000 estimated passengers per month

### Provide in words (spell it out), the Total Cost Proposal per Year

<p>| | |</p>
<table>
<thead>
<tr>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
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<td>Year 5</td>
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</tr>
<tr>
<td>Option 1</td>
<td></td>
</tr>
<tr>
<td>24-Month Renewal</td>
<td></td>
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<tr>
<td>Option 2</td>
<td></td>
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<tr>
<td>24-Month Renewal</td>
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### Account Locations

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<th></th>
<th></th>
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<td>1st Level - Terminal &amp; Concourses</td>
<td>124,679</td>
<td>$0.00</td>
<td>45,238</td>
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<tr>
<td>Exterior/ Sidewalk/ Open Areas</td>
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<td>Totals</td>
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</tr>
</tbody>
</table>

To contain only work completed and accepted by the Authority as identified on a monthly basis.

Note: Attach all approved Extra Work Forms, Passenger Correction Data, and Assessed Liquidated Damages Forms.

---

**Lee County Port Authority**  
ATTN: ACM  
11000 Terminal Access Rd. Suite 8671  
Fort Myers, FL 33913

---

**To:**  
Monthly Routine Public Area Cleaning  
Cost per square foot rate:

Monthly Routine Non-Public Area Cleaning Cost per square foot rate:

Monthly Project Cleaning Cost per square foot rate:

---

**Invoice #: XXXX**  
**Invoice Service Month:**  
**Invoice Date:**

---

**Exhibit D2**  
Sample Pay Application  
(example form that the Authority would like utilized during term of contract)
The Cleanable Square Footage is listed in the table below and further depicted in the attached Airport Terminal Facilities drawings. The associated drawings are intended to show location only. **NOTE:** The cleanable square footage totals represented below must be used as your basis for pricing and will be used as the basis for payment. The amounts may vary depending on additions and/or deletions to the Airport Terminal Facilities.

### Main Terminal Cleanable Public and Non-Public Square Footage

<table>
<thead>
<tr>
<th>Level</th>
<th>Public Cleanable</th>
<th>Non-Public Cleanable</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Level</td>
<td>124,679</td>
<td>45,238</td>
<td>169,917</td>
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<tr>
<td>2nd Level</td>
<td>271,067</td>
<td>6,580</td>
<td>293,847</td>
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<tr>
<td>3rd Level</td>
<td>0</td>
<td>41,232</td>
<td>41,232</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>20,203</strong></td>
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</table>

### Outbuilding non-Public Cleanable Square Footage

<table>
<thead>
<tr>
<th>Facility</th>
<th>Square Footage</th>
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</thead>
<tbody>
<tr>
<td>Maintenance Field Shop</td>
<td>3,395</td>
</tr>
<tr>
<td>Vehicle Maintenance Building</td>
<td>6,256</td>
</tr>
<tr>
<td>Airport Training &amp; Conference Center</td>
<td>6,849</td>
</tr>
<tr>
<td>Airfield &amp; Grounds Maintenance Building</td>
<td>5,961</td>
</tr>
<tr>
<td>ARFF</td>
<td>14,659</td>
</tr>
<tr>
<td>Commercial &amp; Ground Transportation</td>
<td>1,203</td>
</tr>
<tr>
<td>Chiller Building Restroom</td>
<td>195</td>
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<tr>
<td><strong>Total Cleanable</strong></td>
<td>38,518</td>
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### Exterior/Sidewalk/Open Areas (Public)

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<tr>
<th>Area</th>
<th>Square Footage</th>
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<tr>
<td>Terminal Public Cleanable</td>
<td>432,149</td>
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<tr>
<td>Terminal Non-Public Cleanable</td>
<td>93,050</td>
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<tr>
<td>Outbuilding Non-Public Cleanable</td>
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<tr>
<td>Exterior/Sidewalk/Open Areas (Public)</td>
<td>145,624</td>
</tr>
<tr>
<td>AOA Sidewalks (non-public)</td>
<td>14,376</td>
</tr>
<tr>
<td><strong>Grand total</strong></td>
<td>723,717</td>
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</table>
### First Floor

<table>
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<tr>
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<th>Floor Type</th>
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<tbody>
<tr>
<td>Main Terminal</td>
<td>Terrazzo</td>
<td>82822</td>
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<tr>
<td>Baggage Claim Public Area</td>
<td>Terrazzo</td>
<td>2450</td>
</tr>
<tr>
<td>Entrance/Exit Doors</td>
<td>VCT</td>
<td>280671</td>
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<tr>
<td>Lost and Found</td>
<td>Carpet</td>
<td>17147</td>
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<tr>
<td>APD Office near baggage 10</td>
<td>VCT</td>
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<tr>
<td>Stairs 1025</td>
<td>Concrete</td>
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<tr>
<td>Restrooms</td>
<td>Ceramic Tile</td>
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<tr>
<td>Elevator Lobby 101105</td>
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<tr>
<td>Stairs 1022</td>
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<td>Corridor by ID Office</td>
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<tr>
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<tr>
<td>ID Office Training Room</td>
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<td>Loading Dock Area</td>
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<td>Loading Dock Restroom</td>
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### Second Floor

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<td>Main Terminal</td>
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<td>Entrance/Exit Doors</td>
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### B Concourse/Customs

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<td>Customs</td>
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### C Concourse

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### D Concourse

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### RAC Building

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### Total Various Floor Surfaces & Square Footage

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Janitorial Routine & Project Cleaning Services
Exhibit E-7

Public - Cleanable Areas
(84,501 Square Feet Total)
Janitorial Routine & Project Cleaning Services

Exhibit E-8

Public - Cleanable Areas
(57,702 Square Feet Total)
Janitorial Routine & Project Cleaning Services
Exhibit E-9
Public - Cleanable Areas
(20,203 Square Feet Total)
Janitorial Routine & Project Cleaning Services
Exhibit E-10

Public - Cleanable Areas
(3,421 Square Feet Total)
Janitorial Routine & Project Cleaning Services

Exhibit E-11

Non-Public - Cleanable Areas
(195 Square Feet Total)

Lee County Port Authority
Airport Chiller Building (Central)
15001 Service Road, Fort Myers, FL 33913

RFP 20-45
EXHIBIT E
Janitorial Routine & Project Cleaning Services

Exhibit E-12

Janitorial Use Spaces
Non-Public - Cleanable Areas
(1,203 Square Feet Total)
Janitorial Routine & Project Cleaning Services

Exhibit E-13
Non-Public - Cleanable Areas
(3,244 Square Feet Total)
Janitorial Routine & Project Cleaning Services

Exhibit E-14

Janitorial Use Spaces
Non-Public - Cleanable Areas
(3,012 Square Feet Total)
Janitorial Routine & Project Cleaning Services
Exhibit E-15

- Janitorial Use Spaces
- Non-Public - Cleanable Areas (3,395 Square Feet Total)
Janitorial Routine & Project Cleaning Services

Exhibit E-16

Janitorial Use Spaces
Non-Public - Cleanable Areas
(6,849 Square Feet Total)
Janitorial Routine & Project Cleaning Services
Exhibit E-17

Janitorial Use Spaces
Non-Public - Cleanable Areas (5,961 Square Feet Total)
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<td>VAPamore STEAM CLEANER M2-1000</td>
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<td><strong>Pallet truck</strong></td>
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<td><strong>Miscellaneous Equipment</strong></td>
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<td>Ladders</td>
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<td>(1) 6’</td>
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<td>Ford</td>
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<td>Ford</td>
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<tr>
<td>Golf Cart</td>
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EXHIBIT G1
STANDARD PROCEDURES FOR ROUTINE CLEANING

The procedures depicted in this exhibit are historical representations of the previous Provider’s ability to maintain expected cleaning standards at RSW, as approved by the Authority. The Provider may be required to modify cleaning procedures, frequencies, materials, and equipment as agreed upon between the Authority and the Provider.

1. Procedure 1 – Clean Interior Public Areas (First and Second Shifts)
   
   A. Use a long-handled microfiber dust mop to sweep dirt and dust from the terrazzo tile floors, and use a long-handled dust pan and broom to pick-up any trash dropped on floors, stairways, elevators, and escalators.
   
   B. Empty waste receptacles and replace torn or soiled plastic liners. Empty Recycle Containers and deliver recycled materials to the proper staging area for delivery to the bulk recycling compactors. Clean the outside of the ash/trash/recycling units if any soil, ash, spills, or streaks are evident.
   
   C. Spot-clean spills immediately upon observing such spill or water accumulation using the appropriate technique for spot/spill treatment. Large spills or water accumulation, i.e., those where the clean-up effort would substantially impact the passenger flow or would in any way put passengers at risk, will be blotted dry to prevent a slipping hazard and will be mopped up, or if on the carpet, referred to the designated spotter and/or third shift for detail cleaning. If the spill is wet or slippery, or due to its nature (e.g., paint) must be fully treated immediately, the area shall be isolated from the public using industry-appropriate barricades approved by the Authority during treatment and drying.
   
   D. All first and second shifts custodial personnel assigned this procedure will be equipped with the necessary chemicals and equipment for gum removal, and it will be their responsibility to find and remove gum at all times.
   
   E. Spot-clean glass windows or partitions 12’ and below as needed. Spot clean all vertical and horizontal surfaces as needed.
   
   F. Remove all debris from seats, tables and floor at seating units, taking care that the material is abandoned before removing.
   
   G. Police interior planters, sign barges, information displays, advertising millwork, exterior FIDS displays – remove debris and clean/dust tops and sides as needed.
   
   H. Report items requiring repair or maintenance to the Shift Supervisor or Crew Leader. Supervisors and Crew Leaders should submit work orders to the Maintenance Department Computerized Maintenance Management System (CMMS) by sending an email to maxservice@flylcpa.com. The email should include a description and detailed location of the issue. Any maintenance items requiring immediate attention should be reported to Airport Communications at 239-590-4810.

   *Note: Custodial personnel shall be polite and helpful to the public at all times.

2. Procedure 2 – Public Restroom Areas (First and Second Shifts)
   
   A. Empty waste receptacles. Pick up any litter.
   
   B. Replace any disposable plastic liners which are soiled or torn.
   
   C. Supply and re-stock toilet paper, paper towels, toilet seat covers, feminine products, and hand soap or foam, as applicable and necessary.
   
   D. Clean soiled basins, toilets, or urinals, with paper towel and cleaner disinfectant solution in plastic spray-bottle; dry toilet seats with paper towel (use lotion-type cleanser on heavy soil).
   
   E. Clean spills with mop and cleaner-disinfectant solution.
   
   F. Use a plumber’s plunger to unclog a clogged toilet.
   
   G. Report any malfunctions or repair items noted to the Shift Supervisor, Crew Leader, Manager or Authority Maintenance Department as appropriate.
H. At a minimum, each public restroom shall have Items A through G above accomplished approximately every thirty (30) minutes, less often in lower demand restrooms and more often in higher demand restrooms. Provider shall formulate a methodology for optimizing the cleaning frequencies of public restrooms based on demand, flight activity, and historical trends, as appropriate.

3. Procedure 3 – Sidewalks and Patio Areas (First, Second, and Third Shifts)

   A. Police all outside areas to include the service drive tunnel and front of upper and lower level terminal from plate glass to the opposite side of roadway, including the Gazebo on east end of the terminal building, the pedestrian bridges and crosswalks to the parking garage, the commercial curb, rental car curb and courtyard areas, designated public smoking areas, designated employee smoking areas, main public parking garage stairwells, and public parking garage elevator landings.
   
   B. Police and sweep the service drive tunnel, service drive vending areas, and all airside sidewalks areas; and, the airside ramp areas (weekly) from the building to ten (10’) feet from the curb around the entire perimeter of the AOA terminal areas.
   
   C. Empty all waste receptacles; wipe out soiled waste receptacles with treated or damp cloth. Replace any disposable plastic liners, which are soiled or torn. Clean sand urns and strain sand; replace sand as needed. Wash waste receptacles as necessary to remove any soil, inside or outside.
   
   D. Remove any litter, chewing gum or discarded boxes from sidewalks, streets, stairwells, elevator landings and curb areas. Store discarded boxes in designated areas, and transport such boxes each shift to cardboard compactor.
   
   E. Dust benches, including brackets and legs underneath. Remove any gum or stickers.
   
   F. Police exterior Curb Areas *
   
   G. Push and remove standing water as needed.
   
   H. Power clean sidewalks, joints and tile walls at least weekly on the third shift.
   
   I. Power clean concrete vertical structures, concrete planters and planter walls at least weekly on the third shift.

   *Note: Caution must be used to avoid damaging skycap podiums, scales, and related equipment; baggage handling system introduction points, doors and components; public-use bag cart rental machines; and, expansion joints, caulking and sealants. Direct pressure cleaning of these areas must be avoided.

   J. Personnel assigned to Procedure 3 shall wear a bright orange reflective safety vest on the outside of all other clothing at all times.

4. Procedure 4 – Restrooms (Third Shift)

   DAILY:
   
   A. Empty waste containers into the waste bag on the cart. Transport to trash staging cart or designated area(s) at the end of each shift, or at another convenient time as needed. Replace any soiled or torn disposable trash liners.
   
   B. Re-supply toilet paper, feminine products, paper towels and hand soap/foam, as applicable.
   
   C. Clean mirrors with glass cleaner in plastic spray bottles and clean microfiber cloth. Do not use paper towels.
   
   D. Clean basins, shelves, hardware, spot-clean partitions and walls with cloth or sponge wet with cleaner-disinfectant solution in plastic pail or in plastic spray bottles. Use lotion-type cleaner and cloth or sponge for removing stains or heavy soil, especially on basins. Rinse after use of cleaner. On walls and partitions, wipe dry with damp cloth to prevent streaks.
   
   E. Clean inside of bowls and urinals with bowl mop, using the cleaner-disinfectant solution from a spray bottle or poured from plastic pail over the mop.
F. Clean toilet seats and outside of toilets and urinals with cloth or sponge and cleaner disinfectant solution in plastic pail or from a plastic spray bottle. Wipe seats dry with cloth.
G. Spot-clean stainless steel and chrome surfaces. Wipe dry first, and then use a cloth dampened with stainless steel cleaner.
H. Wash waste containers as needed, or at least weekly.
I. Remove trash from the floor by sweeping with a broom and picking up with a dustpan.
J. Mop floor, using cleaner-disinfectant solution microfiber flat mop. Pick up a solution with dry mop. Once each week or as needed, the floors should be rinsed after mopping, using clear water. Clean all floor line grout using an approved cleaning solution and process.
K. Remove and clean the floor mats at least weekly, or as necessary, to clean debris and stains from the mat fabric, and in between the mat grooves. Dry thoroughly before replacing to the designated location in the restroom.

**WEEKLY:**
A. Clean underside of basins with cloth/sponge and cleaner-disinfectant solution. Clean hardware underneath using cloth with stainless steel cleaner and wipe dry.
B. Descale fixtures, using mild acid-type bowl cleaner, being certain to keep bowl cleaner inside of fixtures.

**NOTE:** Use plumber’s plunger to unclog a clogged toilet. Report any stoppage or leaks that cannot be corrected to Shift Supervisor or Crew Leader.

5. **Procedure 5 – Elevators (Third Shift)**

**DAILY:**
A. Sweep and mop tiled or stainless steel grate floors to remove soil, stains, or gum.
B. Clean door track with tank-type vacuum cleaner and/or wire brush as necessary. Also use a broom to clean next to the wall to remove all dirt and debris.
C. Clean stainless steel elevator walls, control panels (no water), and elevator doors with clean microfiber cloth. Spot-clean daily to remove marks and smudges and clean completely on a weekly basis. Use a small amount of stainless cleaner and polish on stainless steel surfaces, as needed and then rub dry.

**WEEKLY:**
A. Sweep and mop hard surface tile or steel grate floors.
B. Clean ceiling surfaces, and remove ceiling tiles to clean dirt, bugs, debris from the top and interior tracks of any transparent ceiling tile sections.

6. **Procedure 6 – Public Areas (Third Shift)**

**DAILY:**
A. Remove cold material from ashtrays into a waste receptacle or waste bag. Empty any waste from trash receptacles into trash bags on cart. Wipe out soiled waste receptacles with treated or damp cloth. Clean sand urns and strain sand; replace sand as needed and clean edges of sand urns. Replace plastic liners which are torn or soiled. Wash waste receptacles to remove any soil, inside and outside.
B. Police planters. Spot clean as needed.
C. Dust all windowsills, ledges and furniture tops, using a lightly treated cloth, dusting mitts, or small dust mop with a short handle.
D. Dust artwork with dusting tool – use caution for sensitive artwork.
E. Clean smudges and soil from glass doors and windows, using a glass cleaner in a spray bottle and a clean cloth.
F. Vacuum clean carpets. Use the large carpet vacuum with beater for open areas and medium duty pile lifter for less open areas. Use tank-type backpack vacuum cleaners under furniture and in areas where other machines cannot reach.
G. Spot-clean carpets to remove spots and stains using the manufacturer’s approved process and spot kit materials. Use manufacturer’s recommended gum removing product or other Authority approved product to remove chewing gum.

H. Dust mop terrazzo tile and resilient floors with a large width, dry dust mop, keeping the dust mop head on the floor at all times. Pick up soil from the floor with a dustpan. Vacuum dust mop head periodically to remove dust when able, or shake out into an empty plastic bag, with mop head in the bag – replace mop head as necessary due to wear, odor, or infiltration of debris.

I. Clean tops of water fountains with a few drops of lotion-type cleaner. Use a separate cloth for tops of water fountains. Wipe off with dry clean cloth. Clean lower panels with stainless steel cleaner and wipe dry.

J. Report items requiring mechanical repair to Shift Supervisor or Crew Leaders.

K. Spot-clean finger marks and smudges on walls and doors. Use detergent solution in a spray bottle and a sponge - rinse with sponge and clear water in a plastic bottle, as needed.

L. Rearrange furniture per the approved Position Arrangement Plan as necessary.

7. Procedure 7 – Concrete Stairways, Non-Public Stairwells and Landing (Third Shift)

**DAILY:**
A. Police to remove litter.
B. Sweep up dirt and debris, and mop up any spills or stains.
C. Remove chewing gum with a putty knife.
D. Spot-clean doors. Use a broom to knock down any cobwebs.

**WEEKLY:**
A. Sweep with whisk broom or vacuum-clean treads with pack vacuum.
B. Wash hand rails with clean cloth and detergent solution.
C. Spot-clean walls and risers.
D. Every two (2) Weeks or as necessary: Mop stair treads.

8. Procedure 8 – Offices, Lounge, and Conference Rooms (Second or Third Shift)

**DAILY:**
A. Empty all waste receptacles. Wash out soiled receptacles with cloth and cleaner-disinfectant solution. Replace disposable plastic liners which are torn or soiled.
B. Spot-clean glass in doors and partitions. Use a soft clean cloth and glass cleaner in a spray bottle.
C. Spot-clean doors, walls and furniture.
D. Vacuum-clean high-use traffic patterns in any carpets using a large, wide-sweep, heavy-duty pile lifter vacuum and a wide upright for spot cleaning. Vacuum entire office high and moderate traffic areas twice weekly, and vacuum accessible offices weekly using a wide upright vacuum, using a backpack vacuum cleaner, or hose and wand attachments to get under and around furniture, planters, etc.
E. Dust mop terrazzo, vinyl, or porcelain tile and resilient floors with dry dust mop.
F. Arrange furniture.

**TWICE WEEKLY:**
A. Mop resilient and/or tile floors with detergent solution. Rinse when needed with mop dampened with clear water. Mop up spills daily and concrete floors weekly.
B. Spray-buff scuffed, marked or dull resilient floors and then dust.

**WEEKLY:**
A. Remove recycled office paper from individual offices and photocopier rooms, and remove recycled items from the recycle containers from Break Rooms for delivery to the recycling staging areas and then to the proper recycling compactor.
B. Dust cleared areas of furniture tops, shelves, sills and ledges. Use treated cloth or dusting mitts (dust vertical surfaces bi-weekly). Dust clocks, pictures, lamps, including tops and decorative wood paneling on walls and doors.

C. Airport Communications ESD (static control tile) floors to be cleaned using VPI ESD Ongoing Cleaner and used to manufacturer’s directions and specifications.

MONTHLY:

A. Vacuum vents, corners, and horizontal blinds.

9. Procedure 9 – Horizontal Surfaces (All Shifts)

Cleaning shall be accomplished at least twice per day, as necessary, based on use. Dust and spray clean all horizontal surfaces including, but not limited to, counter tops, ledges, window sills, planters, displays and monitors, consoles, information booths, tops of displays, removing all dust, dirt, adhered and impregnated matter.

10. Procedure 10 – Light Fixtures (Third Shift)

Dust and remove all dirt and impregnated matters on interior and exterior surfaces.

11. Procedure 11 – Stainless Steel Surfaces

Clean stainless steel surfaces at least once per day on the third shift.


A. Shall be accomplished at least two to four times per shift. Empty, clean and dry, remove and replace with new plastic trash can liners any plastic liners which are torn or soiled. The liners must be folded back over the rim of the receptacle. This applies to all waste receptacles, ash receptacles, recycling containers and other trash containers within the terminal, and on each service to Authority offices and outbuildings. Receptacles on the terminal curb; commercial curb and the service drive/vending areas shall be emptied and returned to their initial location, or emptied in place of a heavier container. All recycling materials will be placed in designated recycling containers.

B. Boxes, cans, papers, etc., placed near a trash receptacle marked “Trash” (or “Basura”) within Authority offices shall be removed and properly disposed of.

C. Certain authorized tenants, other than those involved with food preparations and news and gift sales, may be allowed to place their trash in the Provider’s trash staging carts. Provider shall transport this trash to the Trash Corral compactor.

13. Procedure 13 – Break Rooms (Authority Offices)

This shall be accomplished at least once per day on the second or third shift, as scheduled by area, or weekly for certain tasks, as appropriate. Dust and/or spray clean all horizontal and vertical surfaces including, but not limited to: ledges, sills, desks, counters, file cabinets, credenzas, railings, partitions, columns, tables, counters, shelves, chairs, chair rungs, lamps, stands, consoles, enclosures, housing, baseboards, cabinets, vending machines, sinks, furniture, doors, walls, glass, etc. Clean and stock restrooms per standard restroom cleaning specifications.

Clean all hard surface flooring. Brush and/or vacuum upholstered furniture, including under cushions as necessary to remove dust and debris. Collect trash and clean waste receptacles. Dust blinds and/or other window coverings. Perform high dusting as needed; dust lights and fixtures; clean ceiling vents, diffusers and return air grills.

This shall be accomplished at least once per day on each shift. Clean ceiling and ceiling vents; clean doors; pick up and remove all litter and trash; clean concrete floors and tile areas; dust lights and light fixtures as needed; empty receptacles as needed; clean all shelves and vertical surfaces; discard non-useable containers, boxes and chemicals; and, organize janitorial closets in a standard manner with the other closets throughout the airport(s).

15. Procedure 15 – Compactor / Trash Corral / Trash Staging Areas

This shall be accomplished each time trash is taken from the trash staging carts to the compactor/trash corral area outside of Gate 64. Pick up trash; clean concrete or asphalt surface areas; remove all impregnated matter; remove all standing water from the area; activate compactor when trash is placed in and contained in the hopper unit.

Report any misuse of the poor housekeeping to the Supervisor or Contract Management Department, to include the tenant if identifiable, and report any malfunctions of the compactors, lighting, or related items to Airport Maintenance.

16. Procedure 16 – Escalators

A. This shall be accomplished at least once per day. Clean stainless steel side panels, rubber moving hand railings, platform, steps and acrylic rail, adjacent walls, metal baseboard and grooves on steps and platform using a mild cleanser.

B. Remove gum from treads/landing.

C. Sweep and mop escalator “on/off” plates, using proper precautions NOT to push in the emergency Brushes and activate a safety shut-down. If the Provider does not use appropriate care in cleaning these sensitive areas, and such actions result in a service call to the escalator service provider, the Authority reserves the right to deduct the cost of such service call from the monthly invoice.

D. Spray-clean the rubber handrails to remove dirt and grime, using an appropriate, mild and neutral cleanser. Dust and/or spray-clean the stainless steel and other horizontal or inclined surfaces, ledges, sills, etc.

NOTE: Provider shall use due caution so as NOT to engage the safety buttons, handrail brushes, or other safety shut-off equipment on the escalators, as such action may require the response of the Authority's escalator contractor to reset the escalators to place them back into operational service. The Authority reserves the right to deduct the cost of such billable responses to Provider if, in its sole judgment, such safety shutoff activation resulted from carelessness on behalf of Provider's personnel.

17. Procedure 17 – IAB / ITL / FIS / Transition Facilities

A. This shall be accomplished at least once per day on the first shift, or as necessary based on usage, as coordinated with the Contract Management Department. Remove tags and/or other adhesive backed labels, stickers, etc., from stainless steel and rubber surfaces of baggage carousels.

B. Clean baggage belts. Dust, clean with damp mop and mild cleaner, and/or vacuum tops of baggage belts.

C. Clean exterior baggage transfer devices/conveyors and surrounding area, picking up all litter.

D. Vacuum and clean carpet.

E. Clean all horizontal and vertical surface areas to include all counters, podiums, checkpoints, partitions, displays, signage, etc. Clean all ceiling, lights, doors, furniture, glass, etc., as needed.
18. Procedure 18 – Interior Passenger Boarding Bridges (PBB’s)

Note: Provider shall be required to clean and police the interior of all Passenger Boarding Bridges (PBBs) as per this procedure, and as necessary based on use.

A. This shall be accomplished at least once per day on the third shift, and as necessary on first and second shifts. Sweep, damp mop, and/or vacuum boarding bridge floors. Clean ceilings, walls, handrails, vertical surfaces, lights and light fixtures.

B. Perform Spot and Stain removal nightly, or as necessary throughout the day, using approved spotting methods.

C. Clean doors, door glass and exterior light diffuser. Remove any cobwebs from interior or exterior doorways and canopy. Detailed cleaning, without any over-spraying, of button/control panels and phones to remove all dirt, smudges and fingerprints.

D. Vacuum carpets nightly or as necessary. Perform spill and spot cleaning as necessary. Clean carpets utilizing hot water extraction method weekly, and utilizing the any subcontracted carpet cleaning service Quarterly or as assigned.
EXHIBIT G2
PROCEDURES FOR PROJECT WORK

The estimated frequencies depicted in this exhibit are historical representations of the previous Provider’s ability to maintain the expected cleaning standards at RSW. The Provider may be required to modify cleaning procedures, frequencies, materials, and equipment as agreed upon between the Authority and the Provider.

1. **Project Procedure 1 – Clean Main Terminal Elevator Cab Interiors**
   **Estimated Frequency Twice Weekly (Terminal - 14 units)**

This project includes fourteen (14) terminal passenger elevators maintained by the Authority. The elevators are located in the terminal building. The Work is to be accomplished so the public is not inconvenienced. The stainless steel doors, ceiling and lighting units are completely cleaned and lightly oiled with food grade mineral oil. If necessary, the stainless steel is stripped using a high pH cleaner then re-oiled and buffed. Floor tile or steel grated floors are spot-cleaned, mopped and deep-cleaned using either the rotary scrubber and/or burnisher, as appropriate, referring to the following procedures:

   A. Using a backpack vacuum with extension or a small stepladder, vacuum the upper portion of the car. Wipe down the ceiling grid with a damp cloth and the mild degreasing solution.
   B. Use damp cloth lightly dampened with neutral detergent solution to wipe down push button and floor indicator graphics, using care so as not to allow any moisture or product to work its way beyond the surface area.
   C. Polish stainless steel surfaces with a clean white soft cloth. Use a small amount of food-grade mineral oil to treat the stainless steel. Be sure not to leave any excess oil on the stainless steel. It may be necessary to strip the stainless steel from time to time; this work will be coordinated through the Contract Management Department. This work will be scheduled no less than twice per year per elevator car, or as determined necessary.
   D. Porcelain tile or steel grated floors are spot-cleaned, mopped and deep-cleaned using either the rotary scrubber and/or burnisher, as appropriate.
   E. Vacuum the tracks, clean walls and ceiling, and report any lights out or other problems to the Shift Supervisor. If necessary, use wire brush to clean deep dirt or debris from tracks.
   F. For Administrative elevators, clean wooden panels with appropriate wood cleaner, such as Endust.
   G. Return the car to service.

2. **Project Procedure 2 – Clean Garage Elevator Cab Interiors**
   **Estimated Frequency Twice weekly (Garage - 6 units)**

This project includes six (6) parking garage passenger elevators maintained by the Authority. The elevators are located in the parking garage. The Work is to be accomplished so the public is not inconvenienced. The stainless steel doors, ceiling and lighting units are completely cleaned and lightly oiled with food grade mineral oil. If necessary, the stainless steel is stripped using a high pH cleaner then re-oiled and buffed. Steel grated floors are spot-cleaned, mopped and deep-cleaned using either the rotary scrubber and/or burnisher, as appropriate, referring to the following procedures:

   A. Using a backpack vacuum and a small stepladder, vacuum the upper portion of the car. Wipe down the ceiling grid with a damp cloth and the mild degreasing solution.
   B. Use damp cloth lightly dampened with neutral detergent solution to wipe down push button and floor indicator graphics, using care so as not to allow any moisture or product to work its way beyond the surface area.
   C. Polish stainless steel surfaces with a clean white soft cloth. Use a small amount of food-grade mineral oil to treat the stainless steel. Be sure not to leave any excess oil on the stainless steel. It
may be necessary to strip the stainless steel from time to time; this work will be coordinated through the Contract Management Department. This Work will be scheduled no less than twice per year per elevator car, or as determined necessary.

D. Steel grated floors are spot-cleaned, mopped and deep-cleaned using either the rotary scrubber and/or burnisher, as appropriate.

E. Vacuum the tracks, replace the ceiling panels and report any lights out or other problems to the Shift Supervisor. If necessary, use wire brush to clean deep dirt or debris from tracks.

F. Remove plastic ceiling tiles, clean bugs, debris, and impregnated matter from the tile (including the interior slats of the tile), and wash, rinse, and clean as appropriate.

G. Return the car to service.

3. Project Procedure 3 – Deep Clean All Interior PUBLIC Restroom Surfaces

Estimated Frequency: Weekly (Public Use – 40)

This project is in addition to the daily routine cleaning of the restrooms and is part of an intensive cleaning and inspection program. The project is scheduled weekly for each of the Public restrooms, and the frequency may be adjusted as needed, referring to the following procedures:

A. Close the restroom in accordance with the approved Authority procedure.

B. Remove all paper products e.g., toilet tissue, paper hand towels and toilet seat covers.

C. Add phosphoric/citric acid descaler to urinals and commodes.

D. Remove the floor mats, and sweep up any loose debris on the floor.

E. Using a sponge mop and a mild degreasing solution, both sides of the supply and exhaust ceiling vents are to be cleaned and rinsed.

F. Using a pump sprayer charged with a quaternary cleaning solution and starting at the baseboard, mist a section of wall and using a scrub pad lightly scrub the wall from the bottom up.

G. Using the “Real Cleaner” multi-purpose restroom cleaner with the same solution and starting at the top, rinse the wall and allow it to air dry.

H. Flush commodes to remove descaler. Clean both sides of the seat with solution used on walls. Clean the rim, bowl and the area where the seat is connected to the fixture with a cream cleanser. Chromed flush valves should be polished using a clean white cloth. Clean under the bowl and where the fixture is bolted to the wall by spraying, or with cream cleanser and a sponge as needed. Spray the entire fixture and allow to air dry. If necessary, return the restroom to service before the air drying can be accomplished, dry both sides of the seat, the rim and the flush valves with a clean white cloth. Leave the seat in its upright position.

I. (Men's Restrooms Only): Flush the urinals to remove the descaler. Use a cream cleanser on the interior surfaces, the rim and underneath. Use a neutral detergent on the top and sides applied with a soft sponge. On chromed valves use only a clean white cloth to polish. Spray the entire fixture with the same solution used on the walls and allow to air dry. If the restroom must be returned to service before air-drying can be accomplished, dry both sides of the seat, the rim and the flush valves with a clean white cloth.

J. (Women's Restrooms Only): Remove the liner from the sanitary napkin disposal. Thoroughly clean exterior and interior surfaces of the unit using the proper chemical. Spray the fixture and surrounding area with the chemical and allow to air dry. When dry, reline the container with the proper liner.

K. Clean partitions with the quat-cleaning solution and hand dry. The aluminum top rail should be wiped down with a damp cloth and a quat solution. Chromed handles and accessories should be treated as above. Clean stainless steel partitions with window cleaner and reapply mineral oil.

L. Clean sink using cream cleanser in interior bowl only; do not scrub chromed strainer with cleanser. Clean the chromed valves as before, care must be taken to ensure that the area adjacent to the escutcheons is not allowed to discolor and at the same time that the finish is protected. Clean the underside of the sink and the P-trap assembly by spraying with the quat cleaner and wiping dry. Spray the topside of the fixture with the quat solution and allow to air dry.
If the restroom must be returned to use before the air drying can be accomplished, dry only the chromed handles and the front panel of the fixture.

M. Scrub all corners of the restroom floor with the scrub pad, including the area under the commodes. Scrub the main area of the floor with a rotary machine and a degreaser solution. Grout to be cleaned with scrub brush and degreaser solution or specialized grout cleaner. Rinse the floor with clean water and mop up the residue. Mop the floor with a quat solution and allow drying. Pour mop water into the floor drain.

N. Clean mirrors.

O. Check soap dispenser levels and add soap as necessary.

P. Replace/restock all paper products.

Q. Call Supervisor for final inspection and to report any deficiencies e.g., lights out, door malfunctions, etc.

R. Open restroom to public.

S. Chemicals required:
   1) Quaternary Cleaner
   2) Degreaser Solution
   3) Lotion Cleanser
   4) Phosphoric/Citric Acid Urinal Descaler
   5) Window Cleaner

T. Supplies required:
   1) Rubber Gloves
   2) Eye Protection
   3) Scrub Pads
   4) Sponges
   5) Microfiber cloths
   6) 40-Gallon Plastic Container
   7) Paper Products
   8) Hand Soap
   9) Floor squeegee

U. Equipment required:
   1) Rotary Scrubber/Roto Wash Machine – Viper or approved equivalent
   2) Advance All-Purpose “Real Cleaner” multi-purpose restroom cleaner
   3) Mop Bucket
   4) Scrub Pad Mounting Handle Floor Squeegee

4. **Project Procedure 4 – Deep Clean All Interior COMMON-USE, LCPA Restroom Surfaces**  
   **ESTIMATED FREQUENCY: Bi-Weekly (Common Use and LCPA Offices –21)**

   This project is in addition to the daily routine cleaning of the restrooms and is part of an intensive cleaning and inspection program. The project is scheduled as Bi-Weekly for Common-use and LCPA office restrooms, and may be adjusted as needed.

   Refer to the procedures for this project is as specified for Project Procedure 3 above.

5. **Special Project Procedure 5 – Clean Interior Graphics**  
   **ESTIMATED FREQUENCY: Four (4) Times/Year**

   This project is to clean ALL the interior graphics. The reason for including "all" the interior graphics is that the graphics change both in position and number as airlines change. Each floor of the terminal complex has a considerable number of graphics. Concourses 'B', 'C' and 'D' also contain a number of graphics, which are similar to the terminal graphics with respect to color and general appearance.

   The graphics are cleaned with a neutral detergent. No other treatments (i.e. wax or dust treatments) are used on the graphics, thus readability due to light reflection is not affected.

6. **Project Procedure 6 – Wash Interior Walls**
ESTIMATED FREQUENCY: Four (4) Times/Year

To clean the walls, use a solution of mild soap and cool water, applied with a sponge or soft bristle (nylon) brush, to remove most minor and general surface soiling. Gently scrub the soiled area with the solution, then wipe clean with a wet sponge or soft cloth. The following method and precautions are advised:

A. Apply the solution to the soiled area and let it work for one (1) minute
B. Scrub the soiled area with a wet soft bristle brush.
C. Flood the surface with clean water.
D. Blot dry with a clean, soft cloth
E. Repeat if necessary. Be careful not to scrub too vigorously, as this solution is powerful and can damage the finish. Some extremely stubborn stains may not be removable.

7. Project Procedure 7 – Clean Terrazzo Tile Floors

ESTIMATED FREQUENCY: Nightly, Phased Monthly as described below

A. Nightly Cleaning
1) Dust mop floor with a clean dust mop (yarn wick) or Easy Trap Duster to remove surface dirt.
2) Auto-scrub floor with neutral cleaner (product to be determined) and green or red scrub pad as appropriate.
3) Hand work stubborn stains and scuff marks using a neutral cleaner diluted with water. Follow stain removal procedure as prescribed herein.
4) Cold water rinses the floor with an autoscrubber, and allows the floor to dry completely.

B. Burnishing
1) Dust mop floor with a clean dust mop (yarn wick type) or Easy Trap Duster to remove surface dirt.
2) Burnish floor with push behind or ride on high speed burnisher at frequencies as described in item 3) below.
3) Burnish High Traffic areas nightly. Burnish Moderate traffic areas Twice per Week, and Low traffic areas weekly.

C. Recoating and Stripping
The current Terrazzo Tile finish does not involve a topical surfactant other than an impregnator which is accommodated under a separate project. No topical surfactant or other coating is to be applied to the Terrazzo.

D. Apply Floor sealant/finish coat
The current Terrazzo Tile finish does not involve a topical sealant/finish coat other than an impregnator which is accommodated under a separate project. No topical sealant or finish is to be applied to the Terrazzo.

8. Project Procedure 8 – Clean High Areas and HVAC Vents

ESTIMATED FREQUENCY: Four (4) Times/Year (currently subcontracted)

This project involves cleaning high elevation items (twelve [12'] feet and above) in the main terminal, concourses, to include HVAC vents and returns, window sills, ledges, overhead sign barges, columns and support members, artwork, metal ticket counter overhangs and structural members, advertising displays, airport directories, flight information display system millwork, telephone banks, and all fixtures to include PA system speakers, light fixtures and sconces, signs, fire alarm Annunciators, and other items which may collect dust, cobwebs, or related debris.

Due to the specialized nature of this Project, the Provider may utilize a licensed and qualified subcontract vendor, with a minimum of five (5) years’ experience in performing high cleaning at a large commercial and/or industrial facility. Evidence of such qualifications, experience, and licensing shall be provided with
the Proposal. The Authority may provide use of a suitable lift device upon completion of a training session in the use of same, along with the execution of a waiver of liability form suitable to the Authority’s Risk Manager. The process must have the following properties:

A. Restore surfaces and/or fixtures to “like new” or “near new” appearance without leaving streaks.
B. Agents used must be safe for use on ceiling vents, light fixtures, and specified items, etc.

Provider will ensure any subcontractor furnishes proper protection for building fixtures and furnishings in the designated work area, and properly protects the floor from any damage from the lift device, and ensures proper barricading of the Work areas for optimal safety. Specific procedures for the cleaning process to be used will be submitted to the Authority for approval prior to issuance of a project work order for HVAC and high cleaning.

ESTIMATED FREQUENCY: Monthly (Quantity 51)

This project involves each of the fourteen (14) terminal and six (6) parking garage elevator doors. Each elevator has a set of doors on each level of the terminal it serves and also has stainless interior surfaces. In the main terminal, thirteen (13) passenger elevators in the building serve two (2) floors with stainless steel doorways and frames, and one serves three (3) floors with double-sided exit on the first level, corresponding to a total of twenty-two (22) doorways which must be maintained. The six (6) elevators in the parking garage each serve three floors, and have a total of fourteen (14) doorways which must be maintained.

This project consists of:

A. Stripping all residual mineral oil and other dirt from the surface of the stainless steel using a floor stripping solution. The Custodian assigned to this project is required to use rubber gloves and eye protection. Care must be taken to protect surrounding surfaces which may be damaged by the very high pH solution, e.g., aluminum.

B. The stainless steel is stripped in small sections, each of which is thoroughly rinsed and dried after stripping. A generous amount of food grade mineral oil is then applied to the entire surface of the door and frame with a microfiber cloth and allowed to penetrate for approximately fifteen (15) minutes. The excess oil is then wiped away, and the door and doorway is buffed dry.

10. Project Procedure 11 – Strip, Oil, and Polish Escalators
ESTIMATED FREQUENCY: Monthly (Quantity 12)

This project is for the twelve (12) escalators, and the estimated frequency of cleaning is twelve (12) times per year per escalator. The cleaning procedure necessitates properly shutting down the escalator. A Maintenance Representative may do this if they are on site. The work is done in small sections because of the need to protect the steps from the stripping agent used. The pH of this stripper is fourteen (14) and it would discolor the aluminum stair tread if it came in contact with it. The stripper effectively removes all soil and oil from the stainless steel and after complete rinsing is accomplished, the surface is clean and looks lustrous. If the metal did not have to be protected from body oils, etc., no further treatment would be required. In the case of the escalators however, a protective light coating of oil is added which serves to facilitate the easy removal of fingerprints and other dirt. Food-grade mineral oil has been found to be the most satisfactory agent for this purpose. The procedure calls for applying a generous coating of the mineral oil and buffing it until all the excess oil is removed. We have found that experience is the best "teacher" for learning this procedure and for this reason the Night Superintendent or Day Supervisor must have personally completed the project acceptably so they can teach all Special Projects employees assigned this job. The employees assigned to this task are required to wear eye protection and rubber gloves.
All finishes or machinery, which may be damaged by a high alkaline pH, e.g., aluminum or carpet, must be protected. Using a cloth dampened with a floor stripper solution, the stainless steel will be wiped down. There should be no dripping or running of the solution and the surface being treated. After a small area is wiped down with the solution, it must be rinsed thoroughly. Do NOT use a "no rinse stripper" for this work.

Buff the rinsed area dry with a clean white cloth and proceed to the next area taking care to overlap the previous area. When the entire stainless structure is cleaned, rinsed and dried, apply a generous amount of food-grade mineral oil to the structure. Dry and rub in the mineral oil being sure not to leave a residue of freestanding oil before returning to the area to public access.

Chemicals required:

A. Non-ammoniated Floor Stripper
B. Food-Grade Mineral Oil
C. Supplies required:
   1) Rubber Gloves
   2) Eye Protection
   3) Stainless Steel Buckets
   4) Clean White Cloths

11. Project Procedure 12 – Strip, Oil, and Polish Miscellaneous Stainless Steel
ESTIMATED FREQUENCY: Monthly (or as needed based on location & appearance)

This project covers the restroom stall partitions in the public restrooms, stainless steel doors and door kick plates throughout the terminal, trash receptacles located throughout the interior of the terminal, various paper towel, toilet paper, feminine product machines, and soap dispensing units in the restrooms, caster trash receptacles located under the restroom counters, ticket counter baggage conveyor stainless steel, ticket counter base kick plates, telephone or other accessory stainless steel, inbound bag claim devices, baggage scales, and oversized bag devices, FIS partitions stainless steel, access doors to the escalators, water fountains and some graphics both inside and outside the terminal.

The process used to clean and polish the stainless steel is the same as detailed above in Project Procedure #11 above.

12. Project Procedure 13 – Wash Light Diffusers
ESTIMATED FREQUENCY: Bi-Monthly

The cleaning procedure requires that the frame and diffuser be removed from their grid for diffusers below 12 feet in height. The translucent panel is removed, washed with a mild neutral detergent solution, and thoroughly dried with a soft cloth that will not scratch the panel. Any debris, including insects, cobwebs, or related dirt, are to be wiped down and removed. The fixture is reassembled and placed back in the grid system. The frame is wiped down to remove any fingerprints left during the reassembling process.

13. Project Procedure 14 – Clean and Restore the Terminal Seating Units
ESTIMATED FREQUENCY: Quarterly (~4,000 seats)

There are approximately 3,500 vinyl seating units in the main terminal, concourse hold rooms, Federal Inspection Station and In-Transit Lounge, plus additional wooden seating (chairs, tables, and benches). The Project requires the seating units to be cleaned and treated four (4) times per year.

The detailed procedure is as follows:

A. The entire vinyl seating units is washed with a mild degreasing solution and thoroughly dried.
B. The vinyl seating unit aluminum frames are treated with a silicon-based protectant and polished.
C. The vinyl seats and backs are treated with a vinyl restorative product and then buffed to a high luster with a clean white cloth.
D. Wooden seats/tables/benches and backs are treated with a sealed wood cleaning and dusting product, and then wiped down with a clean white cloth.

E. Any gum shall be removed.

14. Project Procedure 15 – Clean Exterior Graphics

ESTIMATED FREQUENCY: Weekly

The exterior graphics are subject to soiling from vehicle exhausts, spider webs/egg sacks, and bird droppings, and require more aggressive cleaning procedures than the interior graphics. The chemical specified is an effective degreasing solution. The cleaning solution is wiped on with a clean sponge, which is rinsed frequently. The graphics must be rinsed with clean water and dried to prevent streaking. Extra care must be taken when washing the graphics above doorways; e.g., around the automatic doors at the terminal, to protect the public by deactivating the automatic doors and barricading the work area.

15. Project Procedure 16 – Carpet Cleaning

ESTIMATED FREQUENCY: Eight (8) Services per Year:

Carpet is a long-term investment and deserves a proper preventive maintenance program to protect and prolong its appearance retention. The following outlines the established practices for maintaining carpet:

A. Spot and Stain Removal

In order to maintain an even appearance level between scheduled Cleanings, it is important that spots and stains be removed on a daily basis. Carpet manufacturer approved cleaners are recommended for the removal of everyday spots and spills. Specialized Chewing Gum Remover is available for removal of gum. We suggest Rugbee Solvent by S.C. Johnson for heavier grease, tar and oil-based stains.

The Provider shall be responsible for furnishing spotting kits, gum removal products, and the approved heavy grease and oil-based stain removal products as required items under the Routine Work part of the Service Provider Agreement.

B. Vacuuming

Daily vacuuming of high traffic areas shall be performed with a dual-motor top fill upright with nylon bristle brushes. The following vacuums are suggested for heavy work, and are to be furnished under Routine Janitorial Cleaning Work:

Vacuuming of light traffic areas (office and conference rooms) should be done Weekly.

C. Pile Brushing

Pile brushing is a recommended supplement to routine vacuuming in high traffic areas, under chairs and in pivot point areas. The pile brush lifts the carpet fibers to an upright position, while removing embedded soils and extending carpet life. Frequency of pile brushing should be weekly in high traffic areas, monthly in medium traffic areas and quarterly in low traffic areas.

D. Carpet Cleaning

A scheduled maintenance program should be instituted to obtain the maximum benefit from and life from the carpeted areas. A cleaning program and process must adhere to the carpet manufacturer’s recommendations in order to maximize the life and appearance of the carpet. The current carpet cleaning subcontractor uses Releasit Encap-Clean DS2 using the following manufacturer’s process:

a. Dry Soil Recovery
   i. As with all cleaning methods, it begins with proper vacuuming. Since the greatest quantity of soil in the carpet is dry soil, it is essential to remove the dry soil prior to wet cleaning. Proper vacuuming involves slowly vacuuming the carpet, concentrating on the heavy traffic areas. Making slow north-south east-west
passes. Slow and thorough vacuuming helps to recover dry soil prior to wet cleaning. Using a good commercial vacuum cleaner is helpful. Using a pile lifter can further help to open the pile and release dry soil.

b. Working with the Detergent
   i. Mix Releasit according to the directions on the jug. Hot water works well, but any temperature water can be used. Releasit emulsifies soil, holds the soil in suspension, and releases the soil during post-vacuuming.

c. Scrubbing the Carpet
   i. Apply the detergent while making a moderately fast wet-pass with the scrubber. Then follow back with a slower dry-pass. A slight amount of additional detergent can be released on the dry-pass, however it is primarily a minimal moisture pass. Applying a wet-pass and dry-pass provides a balanced approach that won't over-wet the carpet.

   ii. Keep in mind that this is a low moisture method, and it is best to keep the moisture to a minimum. An even whitening of very light foam on the surface of the carpet should be seen on your dry-pass. If foam build-up occurs, it's an indication that too much foam has been applied.

   iii. Avoid the temptation to apply more solution if the carpet is heavily soiled, simply make additional dry passes - dispensing a slight amount of detergent as the carpet is scrubbed. You should be able to observe the desired clean. Desired results should be observed on the second dry-pass.

   iv. Each area will be evaluated on each cleaning as to which process would best serve the facility.

E. Carpet Cleaning Frequency:

The following cleaning frequencies are to be incorporated for the Southwest Florida International Airport:

1) Concourse B (24,300 sf), Concourse C (21,600 sf), and Concourse D (27,900 sf) are to be cleaned eight (8) times annually.

2) Passenger Loading Bridges (27 PLB’s, 16,200 sf) are to be cleaned six (6) times annually.

3) International Arrivals Building (IAB) areas (29,250 sf) are to be cleaned two (2) times/year.

4) Mezzanine and Operation Office Areas (45,000 sf) are to be cleaned one (1) time per year, or upon request.

The Provider shall be responsible for directly performing the routine vacuuming, continuous spotting and stain removal, hot water extraction, and deep stain removal portions of this project in support of the fixed-frequency carpet cleaning services.

I. Extraction

The Provider shall perform occasional low-moisture, water only extraction of the carpet at certain frequencies as needed. In addition, occasional stubborn stains may require use of a heavy-duty hot water carpet extractor.
16. Project Procedure 17 – Clean Upholstered Furniture  
ESTIMATED FREQUENCY: Annually

This project is for the Authority’s upholstered office furniture and traditionally has been done once per year over the Labor Day, Memorial Day, or other “long” weekend as authorized. The three-day weekend assures sufficient drying time for the furniture. The furniture is cleaned with the Von Schrader upholstery cleaner, a machine specifically designed for this type of work, or approved equivalent. The machine uses the same chemical as the ‘dry’ foam carpet cleaner manufactured by the same company. The machine dispenses ‘dry’ foam (foam with a water content between 7 and 11 percent) which is enough water to facilitate the cleaning action of the chemical, but not enough to over-wet the upholstery.

The machine produces the dry foam and dispenses it through a hand-held machine powered rotary brush. The cleaning foam is worked into the fabric by the brush, and then vacuumed out with a hand-held vacuum attachment, which is a part of the machine. The entire process should take about twenty (20) minutes for an upholstered chair.

17. Project Procedure 18 – Clean Ash/Trash Units  
ESTIMATED FREQUENCY: Quarterly

The ash/trash units are to be cleaned inside and out. The top of the unit containing sand or other material used to accommodate smokers shall be emptied out and the smoking material shall be discarded. The top shall be washed inside and out using a soft brush and a mild degreasing formula. The inside container shall be removed and cleaned both inside and outside and the outside shell shall be cleaned on all sides. The inside of the unit must be dry and no standing water shall be tolerated. The unit shall be assembled and refilled with clean sand or other approved filler.

18. Project Procedure 19 – Clean Acoustical Ceilings  
ESTIMATED FREQUENCY: Quarterly

ACOUSTICAL CEILINGS

Dirt and dust accumulation on the ceilings may necessitate this project to be performed in the first floor terminal areas.

The process must have the following properties:

A. Restore ceilings to "like new" or "near new" appearance without leaving streaks.
B. Agents used must be safe for use on ceiling vents, light fixtures, grids, etc.
C. Must disinfect and deodorize ceiling surfaces.

Products used are to be applied by pressurized spray equipment, by properly trained and qualified personnel. Provider shall furnish proper protection for building fixtures and furnishings in the designated work area.

The Authority recognizes that this work is highly specialized; therefore, this project may be subcontracted to a company specializing in this work. The requirement for submission of a detailed procedure will still apply and a listing of acoustical ceiling cleaning jobs performed by the subcontractor in the local area must be provided prior to authorizing the proposed method so the Authority can inspect the quality of work and condition of the previously cleaned acoustical tile.

19. Project Procedure 20 – Clean Passenger Boarding Bridges  
ESTIMATED FREQUENCY: Monthly

The Passenger Boarding Bridge (PBB) floors are carpeted and are cleaned using the basic carpet cleaning procedures used elsewhere in the airport. The traffic is concentrated in a narrow area and the loading bridge can be regarded as an extended funnel or door area. This means that the carpet needs considerably more pile lifting and aggressive vacuuming to minimize the traffic lane phenomena where
the carpet fibers become crushed in the center of the loading bridge. This pile lifting is to be performed by the Provider at least weekly, or more frequently as determined necessary by the Authority.

The walls of the loading bridges are laminated plastics. They are washed with a mild neutral detergent and allowed to air dry. The ceiling is a metal "pan" type ceiling, which is wiped down with a damp cloth and mild degreasing solution.

In addition to Project work, each bridge requires routine daily care, which consists of daily vacuuming, daily mopping of gutters and matted flooring, and edge work of approximately one hour per week per bridge and is not part of this project.

20. Project Procedure 21 – Clean Airside/Landside/Mezzanine/High Windows
ESTIMATED FREQUENCY: As specified by location (High Windows currently subcontracted)

Pressure-clean around all exterior windows, window mullions, and under all window overhangs to remove cobwebs, mold/mildew, debris, and spider egg sacs from the perimeter of the window bank and all window frames. For interior windows, the immediate ledge below the windows and window sills will be cleaned and wiped with all dust and debris removed.

Wash all exterior windows, inside and outside, as well as both sides of interior windows on the first and second levels, as well as the third and fourth levels of the terminal above ticketing, at the following frequencies:

A. **Twice Weekly:** Arrival Entry Areas; Interior Departure Level Entry Areas; Departure 2nd Level Exterior Entry Areas.
B. **Weekly:** Concourse second level and terminal first and second level windows up to 6’ including second level Concourses B, C, and D, and Connecting Areas.
C. **Bi-Monthly:** Interior and Exterior of 1st Level Type Glass, including Concourses B, C, and D, and Connecting Areas; Interior and Exterior Multi-level Atrium areas, Rental Car Building, Passenger Screening Area partitions (in coordination with the Contract Management Department and TSA); escalator partitions, and Exterior only of the 2nd Level Glass above Concourses B, C, and D, including wiping of sills.
D. **Three Times per Year:** Exterior of 2nd Level Type Glass, including High Atrium Areas and Connecting Concourse areas, including wiping of sills, and the Interior of 2nd Level Type Glass, including Concourses B, C, and D, and Connecting Areas; High Atrium Areas and Departure Entry areas, including wiping of sills.
E. **Annually:** Exterior of 2nd Level Type Glass for Port Authority Offices (Mezzanine); Interior of 1st Level Type Glass for Port Authority Offices (Mezzanine); and, Interior of 3rd Level Type Glass above Ticket Counters and Port Authority Offices (Mezzanine).

Provider may utilize a licensed and qualified subcontract vendor, with a minimum of five (5) years’ experience in cleaning windows at a large commercial and/or industrial facility. Evidence of such qualifications, experience, and licensing shall be provided with the PROPOSAL. The Authority will provide use of a suitable lift device upon completion of a training session in the use of same, along with the execution of a waiver of liability form suitable to the Authority’s Risk Manager.

21. Project Procedure 22 – Clean Lee County Port Authority Break Rooms
ESTIMATED FREQUENCY: Monthly

The break rooms are located in the terminal building Mezzanine, OPS/Communications, APD, ARFF Station #92, Terminal Maintenance, Vehicle Maintenance, Field Shop, Training Facility and Maintenance Buildings, and Airfield & Grounds Shop. The tables must be cleaned along with the chair seats and backs. The sink area and microwave shall be cleaned along with all counters and
trash receptacles. The refrigerators shall be cleaned out once per month; notification of the date of cleaning shall be posted three (3) days prior to cleaning. Any containers of food or other items left in the refrigerator at cleaning time will be discarded.

22. Project Procedure 23 – Clean Exterior Airline Podiums

ESTIMATED FREQUENCY: Weekly

The “Exterior Airline Podiums” are located at curbside check in. The countertops accumulate oil from contact with hands and forearms of both passengers and skycaps. In addition, the exhaust from the thousands of vehicles that operate in this area adds to the oily deposits on the finish.

This project is scheduled weekly for all units. Each podium is to be cleaned both inside and outside using manufacturer’s guidelines. During cleaning, special care must be taken to not over-wet the countertops with the chemicals.

23. Project Procedure 24 – Public Areas (Night Shift)

DAILY:

A. Remove cold material from ashtrays into a waste receptacle or waste bag. Empty waste from waste receptacles into waste bags on cart. Wipe out soiled waste receptacles with treated or damp cloth. Clean sand urns and strain sands; replace sand as needed. Replace plastic liners which are torn or soiled. Wash waste receptacles to remove any soil inside or outside.

B. Dust all windowsills, ledges and furniture tops, using a lightly treated cloth, dusting mitts, or small dust mop with a short handle.

C. Clean smudges and soil from glass doors and windows, using glass cleaner in a spray bottle and a clean cloth.

D. Vacuum-clean carpets. Use the large carpet vacuum with beater for open areas and medium duty pile lifter for more congested areas. Use a tank-type vacuum under furniture and in places where other machines cannot reach.

E. Spot-clean carpets to remove stains using carpet shampoo, neutral detergent or a special cleaner for solvents. Use Gum Remover to remove chewing gum. Spray from a close range (1-2 inches) until frost appears. Immediately chip or scrape off brittle gum with a dull knife blade or spatula (back end of spotter brush works very well). For thick lumps, direct spray to the edge, then lift with a dull knife blade.

F. Dust mop resilient floors with a wide-treated dust mop, keeping the dust mop head on the floor at all times. Pick up soil from the floor with a dustpan. Vacuum head periodically to remove dust, when a vacuum cleaner is available, or shake out into an empty plastic bag, with mop head in the bag.

G. Clean tops of water fountains with a few drops of lotion type cleaner. Use a separate cloth for tops of water fountains. Wipe off with dry clean cloth. Clean lower panels with stainless steel cleaner and wipe dry.

H. Report items requiring repair or maintenance to the Shift Supervisor or Crew Leader. Supervisors and Crew Leaders should submit work orders to the Maintenance Department Computerized Maintenance Management System (CMMS) by sending an email to maxservice@flylcpa.com. The email should include a description and detailed location of the issue. Any maintenance items requiring immediate attention should be reported to Airport Communications at 239-590-4810.

I. Other duties as assigned.
J. Spot clean finger marks and smudges on walls, door facings and doors. Use detergent solution in a spray bottle and a sponge. Rinse with a sponge and clear water in a plastic bottle, as needed.

K. Rearrange furniture, where needed.

**WEEKLY:**
A. Stanchions in the terminal are to be cleaned with a duster to remove dust, then wiped down with a mop dampened with a disinfecting solution.

**BI-WEEKLY:**
A. Clean ceiling fans and speakers on exterior curb area (arrivals and departures area). Items are to be wiped down with a mild neutral detergent solution, and thoroughly dried with a soft cloth that will not scratch the material. Any debris, including insects, cobwebs, or related dirt, are to be wiped down and removed.

**MONTHLY:**
A. Roof area outside of atrium windows (above BHS area) to be cleaned. Tennant T5 machine to be used to remove mildew and dirt. Spray edges near windows with mildew remover. Use a soft green pad on the Tennant T5 machine. Special care to be used to ensure no damage is done to the roofing material.

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24. **Project Procedure 25 – Terminal Sidewalk Buffing/Cleaning**  
**ESTIMATED FREQUENCY: Twice weekly**

The Terminal Sidewalk Buffing project provides for the scrubbing of the terminal front sidewalks (first and second levels), commercial landside sidewalk, rental car building sidewalk, second level pedestrian bridges, and outer lane sidewalks, using a buffing machine with a suitable scrubbing pad and neutral detergent. This project shall not interfere with airline passenger activity, and shall be performed in a safe and efficient manner.

25. **Project Procedure 26 – Clean Security Guard Shack & GT Info Buildings**  
**ESTIMATED FREQUENCY: Weekly**

This project provides for the weekly cleaning of the Guard Shack building located at Gate 64 and the Ground Transportation Information building located on the First Level adjacent to Entry Door #2, to include sweeping and mopping the floors, detail cleaning of the restroom facilities, cleaning and dusting furniture and related vertical and horizontal surfaces, etc. This includes exterior walls, windows, and roof of GT Information Booth.

This project includes nightly removal of trash to the adjacent dumpster, replenishment of restroom supplies, and exterior facility cleaning. For nightly cleaning of the Commercial Ground Transportation Building, the Provider shall perform cleaning functions as described in Routine Cleaning Procedures 1, 3, 4, 5, 8, 9, 10, 12 and 14, as well as Special Project Procedures 4, 6 and 18, as applicable.

The Provider shall furnish all restroom supplies and materials for both the Gate 64 Security Guard Shack building.

26. **Project Procedure 27 – Clean Main Parking Garage Walkways & Stairwells**  
**ESTIMATED FREQUENCY: Weekly**

This project provides for the monthly pressure cleaning of Second Level pedestrian bridges, main parking garage elevator landings (all three levels), and the associated stairwells (all three levels). This project shall not interfere with airline passenger activity, and shall be performed in a safe and efficient matter.
27. Project Procedure 28 – Terrazzo Tile, Grout & Joint Repair/Replacement

ESTIMATED FREQUENCY: Year Round, As Assigned and Authorized (currently subcontracted)

A. Tile Replacement:
To include all cracked, chipped, and displaced tiles, missing/cracked/discolored grout, and damaged or misaligned Schluder Strip control joints (Terrazzo Tiles, Mapei Grout, and Schluder Strip materials may be furnished by the Authority).

Material: Mapei Ultracolor "Biscuit" Grout; Mapei Grani Rapid White Thinset; Mapei Grani Rapid Latex; ProSpec Portland Cement Floor Mud; Visqueen; Specialty Thin Diamond Blades; and, 12” Terrazzo Tiles as furnished by the Authority to match existing tiles at replacement location.

1) Wet cut through grout joints, mud bed, divider strips, and wire mesh with a fine line diamond edge saw blade to a maximum 1.5 mm (.06 in) wide by +/- 2-1/4” deep. Avoid cutting structural concrete decks. Control dust and excess water with constant attendance using a wet pick up vacuum with well-maintained dust control filters.

2) Remove tile, mud bed, and wire mesh as a whole without damaging surrounding tile. The Visqueen slip sheet is to remain in place; or, if damaged, replace with new.

3) Use a conventional Portland cement mud bed per TCA F-111 guidelines – latex “milk” prime, mix the cement/granular composite, fill area of evacuated previous tile/mud bed, spread mortar and compact.

4) Back butter Mapei Kerabond with Keralastic latex modified setting mortar onto Authority-provided replacement tile and install/compress into damp mud bed flush and level with equal grout joint spacing at all sides.

5) Allow 24 to 48 hours set-up time free from traffic prior to new grout joint application. Grout joints to be installed as outlined herein.

6) Follow Mapei-Ultracolor Plus Installation guidelines per label instructions.

7) Grout must cure 72 hours prior to wet grinding/polishing.

B. Install Terrazzo Tile Control Joints

1) Wet cut through the new control joint location (existing grout joint as designated or diagonally through tile – see details A & B on plan sheets A-11 and A-12, to be furnished at a later date) with a fine line diamond edge 7.874 mm (.31 in.) wide saw blade as detailed and to a depth of approximately 2-1/4” deep. Adjust blade width as necessary to provide a snug fitting Dilex joint. Avoid damaging adjacent tiles. Cut through grout joints, tile, mud bed, divider strips, and wire mesh completely. Saw cutting must be achieved assuring a straight line. Control dust with constant attendance using water and a wet pick up vacuum with well-maintained dust control filters.

2) Remove residual particles using a vacuum with well-maintained dust control filters.

3) Install Schluter Systems Dilex MP 35G (grey) movement joint material into new joint with grout or epoxy buttered onto each side according to manufacturer’s guidelines.

4) Set Dilex MP level and true filling the entire saw cut. Allow to cure, free from traffic according to manufacturer’s recommendations.

C. Grout Joint Replacement

To include all existing grout joints within the Work area as assigned and authorized.

1) Wet cut through all grout joints with a fine line diamond edge saw blade to a maximum 3.18 mm (.125 in.) wide by ¾” deep. Avoid damaging adjacent tile. Saw cutting must be achieved assuring a straight line. Control dust and excess water with constant attendance using a wet pick up vacuum with well-maintained dust control filters.
2) Grout joints must be clean and free of standing water, dust, dirt, and foreign matter. Clean the tile surface thoroughly to remove dust, dirt and other contaminants.

3) Follow Mapei-Ultracolor Plus installation guidelines per manufacturer's written instructions. Assure proper color consistency by mixing multiple bags prior to mixing according to manufacturer’s guidelines. Final new grout joint is to be full depth of tile free of voids and pockets and flush with the surface of the tile – recessed areas will not be accepted.

4) Grout must cure a minimum 72 hours prior to wet grinding/polishing.

This project may be performed by a qualified and certified Tile Expert Subcontractor with at least five (5) years of previous experience performing Terrazzo tile, grout, and control joint repair, replacement, and installation work. Such work will be performed as requested and approved by the Authority, and will be performed under the direct oversight and supervision of the Provider.

The Authority may furnish much of the Terrazzo tile, control joint, and grout materials required to perform this work, or the Provider or Subcontractor may need to furnish certain materials as requested. The Provider or Subcontractor shall furnish all necessary tools, equipment, cutting equipment, consumables, expertise, and incidentals necessary to perform the work. The amount of such work will be determined by the Authority.


ESTIMATED FREQUENCY: Annually, As Assigned and Authorized (currently subcontracted)

A. Terrazzo Tile Grind/Polish and Seal:

The purpose of this project is two-fold. First, it will provide an opportunity to create a uniform appearance following grout repairs – 72 hours minimum after grouting. Secondly, it will allow for the phased, fixed-interval maintenance of the Terrazzo Tile floor to maintain the luster and natural shine of the tile, as determined necessary for the high, medium, and low foot-traffic areas of the airport, based on a phasing plan.

1) Abrasively "wet grind" with semi coarse "genesis" type diamond pads, initial grits approximating #80-120.
2) Proceed to the next step with nominal #220 grit diamond pads.
3) Touch up any cosmetic flaws in the grouting.
4) Proceed to the next step with nominal #400 grit diamond pads.
5) Final pass with diamond impregnated pads.
6) Apply penetrating floor sealer solution Prosoco SLX 100, or approved equivalent, via spray/roller, to coverage in manufacturer's instructions, which "wets out" the tile surface.
7) Allow product to dry/cure and reapply second thinner film coat to insure total coverage according to directions.
8) Broom out puddles and remove excess according to label directions.
9) Allow to dry and cure 24 hours minimum before opening up area for pedestrian traffic.

B. Terrazzo Tile Other Related Work:

1) Treat and remove stains from existing floor tiles not otherwise damaged during the tile replacement work and prior to grout replacement. Stain removal process / chemical must be approved by AECOM prior to use.
2) Caulk edges of dissimilar surfaces where the tile floor meets cabinets, wall surfaces, elevator pits, escalator pits, miscellaneous equipment, etc.

Areas where the building expansion joint needs to be replaced must be re-opened every morning to passenger traffic, full width. Provider or Subcontractor will be required to provide an acceptable cover over the expansion joint repair areas (plywood, ramps, etc.) in order to re-open areas to traffic, in coordination with the Provider and the Authority’s Contract Management Department.
This project may be performed by a qualified and certified Tile Expert Subcontractor with at least five (5) years of previous experience performing Terrazzo Tile Grind/Polish and Seal or other related Work. Such work will be performed as requested and approved by the Authority, and will be performed under the direct oversight and supervision of the Provider.

The Authority may furnish the Terrazzo tile, control joint, and grout materials, and sealer and impregnator products required to perform this work, or the Provider or a Subcontractor may be required to furnish these materials as requested, at a markup as quoted or negotiated. The Provider or Subcontractor shall furnish all necessary tools, supplies, equipment, grinding and diamond-imbedded pads, sealer and impregnator products, cutting equipment, consumables, expertise, and incidentals necessary to perform the work.

29. Project Procedure 30 – Terrazzo Tile Stain Removal and Surface Treatment

ESTIMATED FREQUENCY: Year Round, As Assigned and Authorized

The Provider shall be the initial responder and make every effort to Treat Terrazzo Tile surface stains, using a mop or clean rag, followed by treating the stain with an approved neutral cleaning product suitable for the Terrazzo tile in place at the airport(s). In the event the stain is set, or unable to be removed by common treatment methods, the Provider may attempt to remove the stain using the process referenced herein, or if a stubborn stain, may request the services of the Tile Expert Professional to provide for the removal of the stain using other methods, some of which might require additional treatment of the tile surface to remove any etching, discoloration, or damage to the surface of the tile which must be eliminated via a mechanical methods.

The first step for a stain removal expert is to evaluate the type of stain to be removed. There are three primary types of stains which must be addressed to create a uniform appearance following stain removal (stain removal shall not take place within 72 hours after grouting).

- Stain With Discoloration, No Acid Etch - Example: Coffee
- Stain With Acid Etch, No Discoloration - Example: Orange Juice
- Stain With Acid Etch, And Discoloration - Example: Red Wine

Once the expert evaluates the type stain to be removed it is time to determine which chemical will be most effective, keeping in mind the time constraints of a commercial airport, safety of the travelers, safety apparel for the technician, chemical vapors, neutralization and disposal of said chemicals.

The following procedures are a general outline of steps to take for each type of stain:

A. Stain With Discoloration, No Acid Etch (i.e., coffee). Remove with industrial strength hydrogen Peroxide, Prosoco SLX Penetrating Sealer (or approved equivalents).

Scope: Stanchion off area, apply appropriate chemical, allow proper dwell time, visibly inspect stain, reapply if needed. Once stain has been removed, the chemical will be neutralized and the area will be cleaned with a penetrating sealer applied to the affected area. Depending upon area affected and depth of the stain, surface grinding and honing of the stained area may be necessary.

B. Stain With Acid Etch, No Discoloration (i.e., orange juice). Remove with diamond abrasives, Prosoco SLX Penetrating Sealer or similar approved equivalent.

Scope: Grind & Hone to remove etch. Seal affected area. Blend finish into surrounding material. Depth of grinding will be determined by the severity of the etch. It may be necessary to use a metal bonded diamond (aggressive cut) to achieve a uniform finish.
C. Stain With Acid Etch, And Discoloration (i.e., red wine). Remove with industrial strength hydrogen peroxide, Dilamonine Oil Emulsifier, Diamond Abrasives, Prosoco SLX Penetrating Sealer

Scope: Stanchion off area, apply stain remover, allow proper dwell time, visibly inspect stain, reapply if needed. Once stain has been removed, grind and hone to remove etch. Seal affected area. Blend finish into surrounding material.

Note: Terrazzo Tile Experts use different terminology when describing stains and the stain removal process. The above represents a basic description in a user-friendly manner of the most commonly used techniques for stain removal. Terrazzo Tile Experts will use the determined chemicals at the appropriate strength in a manner which will remove stains without permanently damaging the terrazzo tile. It is important to understand that if too strong a chemical is utilized it can damage the terrazzo tile and leave the surface pitted. If we grind too aggressively this can lead to the cupping of the tile not to mention the matrix of the terrazzo tile can then show through the surface. If chemicals and abrasives have proven ineffective or have only removed a percentage of the stain, other processes can be performed at the discretion of the Tile Expert in coordination with the Provider and the approval of the Authority's Contract Management Department.

In the event such stain removal or treatment process results in the etching, discoloration, or damage to the surface of the tile as a result of the stain treatment/removal process, the Provider may arrange, with the prior approval of the Authority, for a Terrazzo Tile Expert to respond to treat the surface of the tile via mechanical methods, and thereby "blend" in the subject tile with the surrounding tile using appropriate and phased grinding, honing, and polishing the tile to match the surrounding area. It may also be necessary to re-treat the area with the Terrazzo Tile sealer/impregnator product as may be referenced herein, or otherwise approved by the Authority, to protect the tile surface for additional staining into the pores of the tile surface. In such case, the Provider and Subcontractor shall follow the procedure outlined in the “Terrazzo Tile Grind/Polish and Seal” project task included herein.

Additionally, In the event that tile piece replacement is required, then the Provider and Subcontractor shall follow the procedure outlined in the “Terrazzo Tile, Grout, and Joint Repair and Replacement” project task included herein.
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RFP 20-45
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RFP 20-45
EXHIBIT G
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ADDENDUM 1
ISSUED: June 9, 2020
Request for Proposals 20-45MMW
Janitorial Services at the Southwest Florida International Airport

Potential proposers and other interested parties are officially informed that the Request for Proposals (RFP) is hereby revised, changed, and supplemented as set forth herein. This addendum is incorporated in and made a part of the above referenced RFP. Receipt of this addendum must be acknowledged on Form 1, Proposer’s Certification.

Item 1. Questions and Responses: The following questions were received by potential proposers on or before the date and time set for receipt of questions and clarification requests. Responses are provided as follows:

Q01. Badging costs?
A01. There is no cost to obtain a badge. In the event of a lost or stolen badge, a replacement fee of $80.00 is payable at the time the replacement badge is issued. In addition, a fee of $80.00 will be deducted from the Provider’s monthly pay application for all unreturned badges.

Q02. Is there a union in place? If so, please provide contact information.
A02. There is no union in place.

Q03. Is there a prevailing wage and benefit structure?
A03. Prevailing wage requirements do not apply.

Q04. The bid bond is 5%, the performance bond is $2 million, payment bond $1 million - performance & payment bonds on every year or just first?
A04. In accordance with the RFP, “The performance bond will remain in full force and effect for the entire term of the contract, including any renewal periods. Failure to maintain the performance bond is cause for termination of the Contract.

In accordance with the RFP “The purpose of the payment bond is to ensure timely payment of the Provider’s subcontractors and suppliers in connection with the services being provided pursuant to the Contract, for the entire term of the Contract, including any renewal periods thereof.

Q05. We saw your 2020 traffic projections at 50% or less. Do you want 2020’s cost to reflect those reduced needs or based on 10 million plus?
A05. See revised Exhibit D-1, Cost Proposal, attached, which sets forth the following estimated traffic projections to determine annual fee estimations:

YEAR 1: 7.5 million  YEAR 2: 8 million  YEAR 3: 8.5 million
YEAR 4: 9 million  YEAR 5: 9.5 million

1st OPTION Period: 10 million
2nd OPTION period: 10.5 million.

Proposers are reminded that the cost proposal is one criterion of many that will be considered in the evaluation of the proposals.

Q06. Who is the current window cleaning contractor?

A06. Window cleaning is currently subcontracted to Precision Cleaning, Inc.

Contact: Mike Milner. Phone: 239-597-1150 Email: mike@precisionclean.com
Address: 5515 Yahl St., Suite 7, Naples, FL 34109

Exterior window cleaning is currently performed four times per year.

Q07. Exhibit G Supply History - Do not batteries/size/type?

A07. Since provider will be providing their own equipment, battery information is not available.

Q08. Please provide a count/type of upholstered furniture that is to be cleaned annually.

A08. There are approximately 35-38 pieces of upholstered furniture located in the Port Authority office mezzanine area, consisting of sofas and visitor chairs. Terminal seating is not considered upholstered furniture and is addressed as Project Procedure 14 in Exhibit G.

Q09. Square footage of acoustical ceilings to be reconditioned? Process desired?

A09. Proposers are responsible for determining the square footage of acoustical ceiling tiles which are present in most Port Authority office areas and the majority of the first floor baggage claim area.

The method of reconditioning used by the Provider must leave all tiles in new or like-new condition without damage or streaking. The current method of removing dust is with an appropriate brush or vacuum.

Q10. Is there a cost for employee parking?

A10. In accordance with the RFP "The Authority will provide designated parking for the Provider’s Personnel at no cost to the Provider. Parking is only for employees directly and actively engaged in performing work under the Contract. Transportation between designated parking areas and the terminal may involve shuttle services furnished by the Authority at no charge."

Q11. Is there a washer/dryer hook up?
Q12. Garages - Prints indicate washrooms, elevators and elevator lobbies. Who does stairwells and garbage in parking areas?

A12. Stairwells adjacent to parking garage elevator lobbies are the responsibility of the janitorial service provider. The other garage stairwells are the responsibility of the parking service provider. Trash in the garage elevator area and first floor area immediately behind the Rental Car Building are the responsibility of the janitorial service provider. All other trash in garage is the responsibility of the parking service provider.

Q13. What is the current benefit package for the staff? Are vacation, sick days, holidays and personal time included?

A13. See attached Benefits Guide for the current provider’s hourly and salaried employees.

Q14. Exhibit F - Is that equipment provided by the airport or just a list of current vendors? If airports, who pays for replacements & maintenance?

A14. In accordance with the RFP “The Provider must provide equipment and vehicles as necessary to meet the performance requirements of the Contract at no additional cost to the Authority.” Additionally “For informational purposes only, Exhibit F, Current Equipment List, identifies a list of equipment being utilized by the current provider under the existing agreement as of the date of the release of this RFP. The Authority intends to surplus all equipment listed in Exhibit F upon expiration or termination of the current agreement.

Q15. Who provides maintenance of the three trucks? Gasoline?

A15. The Provider must provide equipment and vehicles as necessary to meet the performance requirements of the Contract at no additional cost to the Authority. Additionally, Vehicle registration, insurance, and maintenance is the responsibility of the Provider at no additional cost to the Authority. Provider is also responsible for fueling the equipment and vehicles.

Q16. What is the annual budget or cap for the services outlined in the RFP?

A16. It is impossible to determine the annual budget for the services as they are outlined in the RFP.

Q17. Who is your current janitorial service provider?

A17. SP Plus.

Q18. What is the current monthly contract cost for the services outlined in the RFP?

A18. Unknown.
Q19. Please provide copies of the monthly invoices for the past 6 months.
A19. This information is not relevant to submitting a proposal.

Q20. Is the current scope same or different from the services being requested? If so, what is the difference?
A20. The scope of work requires the provider "to ensure proper and satisfactory janitorial maintenance of Authority buildings which in turn affords the traveling public a pleasant experience and a favorable impression of the Southwest Florida International Airport." This scope is generally the same as the scope of work under the existing agreement.

Q21. What is the average monthly amount of Liquidated Damages that have been imposed on current contract? (RFP page 29)
A21. $0.00

Q22. What is the cost, fines and fees to the vendor to obtain Control Airport security badges issued to Personnel? (RFP page 17)
A22. See A1.

Q23. Could the bonds be issued on the Surety “standard bond forms”, or will the Port Authority be providing their own bond forms to be completed?
A23. The performance and the payment bond may be provided on the surety’s standard bond forms. However, the surety’s forms will be reviewed by, and are subject to approval for sufficiency by, the Authority. The customs bond must be presented on U.S. Customs Bond Form 301 or an equivalent that is acceptable to the U.S. Bureau of Customs & Border Patrol and must likewise be maintained in effect during the entire term of the agreement. The fidelity bond may be provided on the surety’s standard form and must name the Authority as the insured.

The Authority will not provide bond forms.

Q24. Could the bonds be issued on an annualized basis for the duration of the contract?
A24. See A4., above.

Q25. Could you provide an estimated date for issuance of Q&A and/or final addenda?
A25. The period for questions and clarification requests closed on June 1, 2020.
Q26. I wanted to follow up on the question if we are still allowed to make a proposal even if we already provide cleaning services for one of the airlines and if so, would we have to end that service if we were to be awarded the janitorial contract for RSW?

A26. In accordance with the RFP, "Neither the Provider nor any of its employees may perform any Janitorial Services at the Airport for a terminal area tenant, unless in an exceptional instance and approved in advance and in writing by the Authority." This requirement does not preclude a proposer who is currently servicing a tenant or airline at RSW from submitting a proposal for consideration. However, if the proposer’s proposal is selected, the proposer must terminate any agreements with parties on airport property before entering into an agreement with the Authority to provide janitorial services pursuant to this RFP.

Q27. Would staffing that provides 2,250 hours per week be considered to meet the Full Time Equivalent staffing requirement of at least seventy-five (75) full-time employees for three consecutive years during the past ten years?

A27. No. Revise Part C., Content and Organizational of Proposal, Item C.02 – Information to be Submitted, Section 1, second bullet point to read: For at least three consecutive years, Proposer must have provided commercial janitorial services over multiple shifts, seven days per week, all year long, with a staff of at least seventy-five (75) full time employees or staffing that provides 3,000 hours per week, to one of the following:

- One commercial-service medium hub or large airport as defined by the FAA (information can be found at www.faa.gov/airports/aip/grantapportion_data/ - then click on “Primary Entitlements”), or;

- One large public facility with a minimum of 700,000 square feet of indoor, climate controlled area such as, but not limited to, a mall, convention center, college campus or museum.

Q28. Is it the Authority’s desire to maintain the same sub-contractor for tile replacement services, if so can the authority provide the name of the organization?

A28. The successful Provider may select the subcontractor of its choosing for tile replacement services. The existing tile replacement provider is Jim Lytell Marble & Stone Restoration (239) 948-3000. office@jimlytellmarble.com.

Q29. Given the tenure of the existing employee base and the previous contract structure, as well to honor the Authority’s relationship with the current employee base, can the average rate of pay be provided for the tenured employees?

A29. Attached is the current schedule of wages for informational purposes. This does not take into account any incentives or pay adjustments afforded by the current Provider.
Q30. On page 29 of the RFP, Part F/Insurance and Indemnification, it states that "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...should be submitted with the proposal." Is a copy of the insurance certificate in addition to the requirement to "Provide a written statement of assurance of proposer's ability to meet the insurance requirements..." on page 30 of the RFP? If it is, where should the certificate be inserted? In an "Additional Information" section?

A30. **Proposer’s are required to provide a written statement of assurance of proposer’s ability to meet the insurance requirements and the performance, payment, customs and fidelity bond requirements set out in the RFP. Proposer may also provide a copy of its current insurance certificate to verify its ability to provide the insurance coverages set forth in Part F. The certificate may be submitted in Section 1 - Minimum Qualifications, of proposer’s proposal.**

Q31. For supporting documents, such as the 2 past years of audited financials with auditor's notes, that have approximately 100 pages, would you like them inserted at the end in an Additional/Supporting Documents section?

A31. **Proposers are required to arrange the information contained in the proposal according to the sections set forth in C.02 – INFORMATION TO BE SUBMITTED. Therefore, Section 3 of the proposal must demonstrate financial responsibility by furnishing audited financial statements for the past two (2) fiscal years and by certifying annual gross income during the previous 12 month period. Providing supporting documents as an attachment at the end of the proposal is acceptable.**

Q32. In Section 3, the requirement "Proposer must also submit with its proposal a statement of its credit standing in the form of a letter from its bank, a current credit report or a Dun & Bradstreet report", would a DNB report from February 2020 suffice?

A32. **Yes.**

Q33. For Forms #1-4, would the Authority be ok with the forms inserted in an "Additional Information" section at the end of the response?

A33. **Yes. Part C, Content and Organization of Proposal is hereby revised to add the following: “Section 27 – Forms. Proposers are to complete and submit Proposal Forms 1 -4”.”

Q34. Can the 2 references required in section 6 also be listed in section 5 (experience and past performance)?

A34. **Yes.**

Q35. How many references do we need to provide for key personnel? (section 7)

A35. **In accordance with Section 7 of Part C, Content and Organization of Proposal, proposers are required to provide a resume and/or a brief biography along with references for each designated corporate and/or regional member of the management team. No minimum or maximum amount of references has been set.**
Q36. Based on your current staffing plan, do you anticipate 1 person outside at all times in the terminal area or approximately that a 2-3 person job?
A36. Currently one person is assigned to work curbside at the terminal on 1st & 2nd shifts; however, this is dependent on passenger traffic and flight schedules. The Provider is required to maintain the minimum standards set forth in Exhibit B.

Q37. Please provide a list of bidders.
A37. A list of proposers will not be available until proposals have been received.

Q38. Request for the submittal deadline of June 15 to be extended.
A38. The date to receive proposals is extended to June 16 at 2pm. Proposals must be received no later than 2:00 p.m. on Tuesday, June 16, 2020 at 11000 Terminal Access Road, 3rd floor, Fort Myers, Florida.

Q39. What is the annual cost of the current Janitorial Services contract (prior to any COVID-19 related reductions in force)?
A39. The annual cost of the current janitorial services contract is not known because it has been in place for less than one year.

Q40. Insurance – requirements for Commercial General Liability and Auto coverages be met with a combination of underlying coverage and umbrella coverage?
A40. Yes.

Q41. Bonding-Are there specified bond forms required, or can the surety use their own forms?
A41. See A23.

Q42. Bonding-With respect to the performance and payment bonds, are annually renewable bond forms acceptable?
A42. Yes. All bonds other than the proposal guaranty must be renewed or replaced so as to remain in full force and effect for the entire term of the agreement.

Q43. Is a sample contract available for review?
A43. A sample contract will be provided in a subsequent addendum.

Q44. Our understanding is that the contract is a firm-fixed price. Do you require certified payroll?
A44. Correct. Certified payroll reports are not required.
Q45. Who is currently providing services for project procedure 8, Cleaning High Areas and HVAC Vents?
A45. **Carpet Cleaning & High Dusting Pro Cleaning Systems**
    Contact: Richard Dornellas at 813-507-1616 or by email at rdornellasjr@pro-cleaning systems.com

Q46. Who is currently providing services for project procedure 21, Cleaning Airside/Landside/Mezzanine/High Windows?
A46. **See A06.**

Q47. Project Procedure 28 - Terrazzo Tile, Grout & Joint Repair/Replacement and Project Procedure 29 - Terrazzo Tile Grinding, Polishing, and Sealing:

   a. Who employs current maintenance personnel?
   b. Who is responsible for cost of materials?

A47. **a.** Tile and grout replacement, honing, polishing, and sealing is currently subcontracted by the existing janitorial services provider to Jim Lytell Marble & Stone Restoration (239) 948-3000. office@jimlytellmarble.com

   **b.** Costs for materials is the responsibility of the Provider, except for the terrazzo tiles which will be furnished by the Authority.

Q48. Does the proposal require submittal of both Exhibit D1 and D2?
A48. **Part C, Content and Organization of Proposal, Item C.02, Sections 1 – 26 outlines the information that must be contained in your proposal. Section 26 – Cost Proposal required the submission of Exhibit D1. D2 is a pay application sample.**

Q49. How long do periods of high volume last? How many periods annually?
A49. **Refer to Exhibit A, Passenger Traffic for 2009 – 2019.**

Q50. What is the current Work Order Platform?
A50. **The Authority uses the Maximo CMMS system for the janitorial service Provider to submit maintenance and/or repair issues to the Authority’s Maintenance Department that it sees during the course of providing services.**

   In accordance with Part C, Content and Organization of proposal, C.02 Information to be Submitted, Section 18: Automation & Technology: the Authority is seeking technological solutions that give the Authority the ability to submit janitorial-related work orders to the Provider.

Q51. What is the current restroom traffic tracking technology?
A51. **None.**
Q52. Is there a tracking requirement for restroom supplies and/or trash volume?
A52. Section 18 - Automation and Technology contained in Part C requires proposers to explain how personnel will use technology to manage operations and service levels during peak times.

Q53. Please confirm number of restrooms included in the tracking requirements.
A53. There are approximately 75 public and non-public restrooms in the main terminal and rental car buildings, six of which are heavily utilized. In accordance with Section 18 - Automation and Technology contained in Part C proposer’s are to describe use of automation and technology as it relates to the performance of the services and monitoring the supply levels.

Q54. Count of Trash bins, Paper Towel holders, Toilet Paper Dispensers, and Soap Dispensers in each restroom?
A54. The typical public restroom contains 4-6 trash bins, 4-6 paper towel dispensers, and 4-7 soap dispensers. Non-public restrooms have 1-2 trash bins, 1-3 paper towel dispensers, and 1-3 soap dispensers.

Q55. Please provide pictures and Model of all types of dispensers and bins, and the spring mechanism on the restroom doors?
A55. Kimberly Clark manual roll towel dispenser 
AJW tri fold dispenser 
Georgia Pacific automatic roll towel dispenser 
Rubbermaid foam soap dispenser 
Sloan automatic foam soap dispenser 
Unknown brand automatic foam soap dispenser 
No spring mechanism on restroom stall doors
Photographs are attached.

Q56. Please provide availability of power outlets in each area for connecting a gateway/modem & indicate the location of the outlets for each restroom pair?
A56. The vast majority of restroom pairs have power outlet availability either immediately outside the restrooms, or nearby.

Q57. Which cellular carrier works best in the building?
A57. As of June 1, 2020, T-Mobile and Verizon are currently on the distributed antennae system.

Q58. Please provide floor maps of each area where tracking devices will be installed.
A58. See A52 and A53.
Q59. If the customs and fidelity bonds are due with the response, should they be inserted in an "Additional Information" section at the end of the response?

A59. **Part F, Insurance and Indemnification, Proposal Guaranty and Bond Requirements, is revised to add the following sentence to the end of the Customs Bond and the Fidelity Bond sections:** The bond must be provided by the successful proposer within ten (10) days of the Authority’s issuance of the written notice of intent to award the contract.

Q60. The RFP references a Proposal Guaranty, Performance Bond and Payment Bond. We did not see any bond forms included. Please advise us if you have required bonds forms (and please provide those forms). If those have not been provided let us know if the Surety Company’s forms will be acceptable.

A60. **See A23.**

Q61. For the Performance and Payment Forms, will you accept bonds for an initial one year with options by the Surety to renew annually after the initial term?

A61. **See A04.**

Q62. Following the walk-through, we understood that an addendum would be released indicating that any vendor currently operating at RSW would not be able to bid this work. Can you please clarify if this addendum will still be released, and if it disqualifies vendors that are currently providing services on behalf of an airline (and not the airport) at RSW?

A62. **See A26.**

Q63. How many days of service is required for the Port Authority Offices (Mezzanine) 5 or 7? And confirm they are cleaned after 5pm?

A63. **The mezzanine offices are cleaned Monday through Friday, excluding holidays. Under the current and previous agreement, services begin on or about 4:00 p.m. (before individual offices are locked) and include trash removal and wiping desks and chairs. Dusting and vacuuming is performed on request. Mezzanine conference rooms are accessible at all times.**

Q64. During walk through, it was stated we would be responsible for cleaning the on-site fire station, (floor plan and square footage included) including gym area. Need Clarification on scope of work / areas to be cleaned.

A64. **Office, conference room, some restrooms, corridor, break, gym, racquetball, and minimal kitchen areas of ARFF (fire station) are to be serviced. The janitorial service provider is NOT responsible for cleaning the dorm rooms, including showers, and garage area where vehicles are housed. Service at this location will be provided two (2) times per week.**

Q65. Teak Furniture, who is responsible for maintaining?

A65. **The successful proposer is responsible for maintaining the teak furniture.**
Q66. It was stated that contractor is currently responsible for parking garage, clarification needed on requirements for the garage cleaning in new procurement?

A66. **Part B, Scope of Services, Item B.07 lists areas requiring routine services and includes "parking garage entryways, elevator landings, and primary stairwells."**

The Authority's parking service provider is responsible for all of areas in the parking garage. The dividing line is the expansion joint between the parking garage and the elevator and stairwell landings on the terminal side of the parking garage, with the exception of trash receptacles immediately to the south of the Rental Car Building on the ground level.

Q67. Carpet runners/walk off mats in restrooms, who provides them airport or vendor?

A67. **The Authority.**

Q68. Section 20 QC / QA limited to 12 pages, are sample reports included in the page counts?

A68. **No.**

Q69. What areas require key access? Alarm codes?

A69. **Most janitorial personnel will only need their airport-issued ID badges for access. Areas that require keys, such as storage rooms, will be issued to janitorial managers and/or supervisors. The provider is responsible for the keys as outlined in section B.14 of the RFP. There are no alarm codes. Customs & Border Patrol has additional badging requirements.**

Q70. Are there any required % goals for any subcontracting that might be provided?

A70. **No.**

Q71. Would the airport provide use of lifts for any high work?

A71. **The Provider may request use of one lift for high dusting. Approval is subject to availability, provider’s experience operating a lift, and submission of a release of liability in advance.**

Q72. On walk it was stated that the airport currently uses approximately 80% trifold paper towels, can you provide a more concrete time frame for this to be changed to roll towels?

A72. **A date has not been determined at this time.**

Q73. Are there any dumpsters/compactors located under terminal for custodial use?

A73. **Currently trash is brought to storage trailers in the airside area. Once containers are full, trash is then transferred to a pickup truck and transported to the Trash Corral located outside of Gate 64.**
Q74. Will authority provide forms for bonding requirements or can the surety provide their own?
A74. See A23.

Q75. Are bonds annual renewable?
A75. See A42.

Q76. Is a sample agreement available for new procurement?
A76. See A43.

Q77. Will reviewed financial statements be accepted by an Independent CPA Firm?
A77. In accordance with Part C, Organization and Content of Proposal, Section 3, Proposer’s Financial Capacity, “The Proposer must demonstrate financial responsibility by furnishing audited financial statements for the past two (2) fiscal years. Such statements must be prepared in accordance with generally accepted accounting principles and with an independent certified public accountants (CPA) statement attached.”

Q78. Can financials be labeled confidential in a separate envelope?
A78. Proposers may incorporate financials into the proposal inside of a separate envelope; however, the Authority is subject to Chapter 119, Florida Statutes, the Florida Public Records law, therefore, the information contained in the proposal is subject to disclosure, exemption and confidentiality provisions relating to public records. See Part A, Instruction to Proposers, Section A.20 - Trade Secrets for additional information.

Q79. Is the current scope same or different from the services being requested? If so, what is the difference?
A79. See A.20

Q80. Can the submittal be two sided?
A80. No.

Q81. Will attachments and resumes be counted as pages?
A81. No.

Q82. Does the airport mandate holiday and healthcare?
A82. No.
Q83. Who is the current tile flooring repair contractor?
A83. See A28, above.

Q84. Do you have a list of recommended disadvantaged minority businesses?

Q85. What is the preferred goal amount for a disadvantaged minority partnership?
A85. There is no disadvantaged business participation goal established for this procurement.

Q86. In regards to the outside entrance of the main terminal, it was stated in the walk-through that 1 person would only be needed for maintaining the said area. Would this be for the main entrance area only, or 1 person would be needed for each terminal?
A86. See A36.

Q87. We’ve also noted that the Tracking system is used; would we be able to integrate an API into that system so as to have access to it?
A87. There is no tracking system in place. See A52 and A53.

Q88. Lastly, with the proposal documents needing to be in a tabbed folder, were there any specific requirements as to the type of folder (manila, ring binder, etc.) or is that up to our professional discretion?
A88. There is no specific requirement for the type of folder or binder that is used.

Q89. Can you provide a copy of the incumbents Proposal or location it can be found on the web?
A89. Since the incumbent was selected to take over the services upon termination of the previous agreement as a stop-gap measure while the Authority solicited for a longer term solution, no written proposal was made.

Q90. What CMMS system is being used for Work Orders?
A90. See A50.

Q91. What is the current status of the Terminal Expansion project?
A91. The terminal expansion project is currently on hold due to COVID-19.
Q92. The Definitions in Section A defines a CMMS system provided by the Authority and to be used by Provider to submit Work Orders. Section B21 states the Provider is to provide a janitorial services Work Order platform. Which solution does the Authority seek??
A92. See A50.

Q93. Does the Authority have specifications regarding technology devices to be used in the terminal, such as size, placement, attachment system, access to power, Wi-Fi connectivity, etc.
A93. No.

Q94. How many references do we need to provide for key personnel? (section 7)
A94. In accordance with Section 7 of Part C, Content and Organization of Proposal, proposers are required to provide a resume and/or a brief biography along with references for each designated corporate and/or regional member of the management team. No minimum or maximum amount of references has been set.

Q95. Regarding installation of technology devices, is this to be performed by Authority staff or manufacturer representative? What approvals are required?
A95. See A52 and A53. At this time, the Authority is considering proposed solutions. Decisions regarding responsibility for installation of technology will be made at such time as a janitorial series provider is selected and an agreement is negotiated.

Q96. Does the Authority intend the solution that will track public restroom patron frequency be installed in all public restrooms?
A96. See A52 and A53. The Authority invites all proposed solutions.

Q97. How many people from the Authority are required to have access to the technology and reporting system?
A97. At a minimum, 3 Authority personnel will require access.

Q98. Is it the Authority’s intent to include the price of the Technology in the price of the Proposal?
A98. Proposers should include the costs for technology in the price per square foot for general cleaning.

Q99. Is the Labor force organized, and if so what under what Union?
A99. No, there is no union.
Q100. What are the names of the contractors performing the project work for the tile, carpet and window areas?
A100. See A06, A45 and A47.

Q101. Under section B.04, “The Authority invites proposals from qualified and experienced proposers with demonstrated expertise and success in providing janitorial services at facilities that are similar in size, scope and use.”
Will the Authority consider proposals from bidders that can demonstrate significant experience servicing:
a. large (>700,000 square feet of indoor, climate-controlled areas), public facilities in Southwest Florida, over multiple shifts, seven days per week, year-long, over a period of decades, but
b. not at a single facility that meets the strict qualifications of seventy-five (75) full-time employees and 280,671 square feet of terrazzo flooring??
A101. See A27.

Q102. Under Section B.27.c (Assessment of Liquidated Damages), please give examples of what constitutes a “failed inspection.”
A102. An area that does not comply with Exhibit B - Minimum Cleaning Standards will result in a failed inspection.

Q103. Regarding “Exhibit D1 – Cost Proposal”: May the bidder create an exact facsimile of the exhibit using Microsoft Excel and submit a printout as its completed Exhibit D1?
A103. Yes.

Q104. Please provide a copy of labor invoices for the past 18 months.
A104. The Port Authority does not have labor invoices for the past 18 months.

Q105. Please provide a copy of the supply’s invoices for the past 18 months.
A105. The Port Authority does not have supply invoices for the past 18 months. The Port Authority pays the contracted rate for the previous month based on passenger count.

Q106. Please provide a copy of the invoices for any subcontracted or periodic work such as window cleaning, high dusting, Terrazzo Floor.
A106. This information is not available to the Authority.

Q107. Please provide list of positions, salary scale and all benefits detailed by position. Given that this is a 5-year fixed price contract (and up to 9 years of fixed pricing if the two, two-year options are exercised), would any adjustments for increases in benefits and/or salary requirements be accepted?
Q108. Please provide copy of current contract’s winning proposal.
A108. See A89.

Q109. Please provide pre-bid meeting attendance list.
A109. See attached.

Q110. Please provide list of subcontractors used in the past 12 months and scope of services provided by each.
A110. Subcontractors are managed by the current janitorial provider.

Q111. Please provide a report of all the liquidated damages, invoice deductions and fines imposed over the past 18 months.
A111. See A21.

Q112. Please provide report of liability claims that have been filed over the past 3 years.
A112. The Authority is currently aware of claims relating to three falls alleged to have occurred inside the RSW terminal building within the past three years, and a fourth alleged to have occurred exiting a plane onto a jetbridge. Of the three alleged to have occurred inside the terminal building, one related to a stanchion in a TSA checkpoint lane, one related to a bag falling from a luggage cart, and one related to water from an LCPA contractor’s pressure washing job; one of those claims has been withdrawn, one was settled for $18,000, and one remains open. Please note that the Authority does not guarantee the accuracy or completeness of this information. Additionally, claims or actual losses in the future will likely not match historical claims or losses.

Q113. Part C, Content and Organization of Proposal: in which proposal section should the required submittal forms/certifications be included?
A113. See A33.

Q114. Exhibit G3 does not reflect beginning and ending dates for which the average usage for each supply item is calculated in the exhibit. Please provide these dates so bidders can correlate supply usage for that period of time with the corresponding passenger traffic provided in Exhibit A.
A114. Exhibit G3 provides an approximate representation of average usage for supply items for the time period of January 2019 through December 2019.

Q115. The RFP requires that the contractor “Ensure Personnel are Airport security badged and meet all Authority and Homeland Security requirements. Additionally, certain Personnel will have authorized access to service the Customs and Border Protection international
arrivals processing areas. Such Personnel must comply with all requirements prescribed by the Customs and Border Protection

a. Is there any cost associated with meeting these requirements?
b. Are these costs to be paid by the employee, Contractor or Port Authority?
c. Is there any type of test that contractor employees are required to complete to be able to secure a Badge? If so, could you please provide details on the process.
d. If a person does not pass a test, under what requirements could the same person take the test again?

A115. a. No
b. There is no cost to the employee or contractor for initial security badge issuance. There is cost to the employee and/or contractor for lost and unreturned badges as outlined in section B.27. Lost badge fee is $80, to be paid by employee.
c. Each employee is required to successfully complete computer-based SIDA and active shooter training. Additional training is required for those employees driving in the AOA area and/or getting escort authority. This training is done after the employee has passed the criminal background check and TSA security threat assessment.
d. The person is allowed to take a test up to three (3) times.

Q116. Does the Authority intend the solution that will track public restroom patron frequency be installed in all public restrooms?

A116. See A52 and A53. The Authority invites all proposed solutions.

Q117. Based on available information from news published in local news outlets that indicate when Triangle Services of Florida was removed and replaced by SP Plus the conditions in the contract were changed from a cost-plus arrangement to compensation based on the size of areas cleaned.

a. Could you please provide a copy of the contract with Triangle Services of Florida and a copy of the current contract with SP Plus and elaborate on the differences between the two contracts?

b. Please provide information on the formula used by the Authority to arrive at the supply usage per passenger count compared to the actual usage of supplies.

A117. a. The current contract is a cost-plus reimbursement contract type and the new contract to be awarded as a result of this RFP is a fixed price contract type. Copies of the Triangle Services and SP+ contracts would not be relevant to the preparation of proposals for this RFP.

b. Under the current contract, supplies are billed monthly based on the previous months passenger count and then reconciled to actual expenses every 6 months. There will be no reconciliation in the new contract.

Q118. Could you better define the janitorial contractor’s responsibility in reference to terrazzo floor repair and maintenance, specifically the repair of damaged tiles and grout?
A118. **The provider is required to replace any cracked or damaged terrazzo tile and repair grout or control joints. This work has historically been performed once a year at the discretion of the Authority. The tile is provided by the Authority. All other tools and supplies are to be supplied by the Provider or its subcontractor.**

Q119. Can you please confirm that, if bidding as a newly-formed joint venture, is it sufficient if the majority partner alone meets the licensing requirements??

A119. **In accordance with Part A, Instructions to Proposers, Item A.12 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 proposal opening. Additionally, proposers are reminded that both parties in a joint venture are required to complete and submit the lobbying affidavit with the proposal.**

Q120. Section B.16 references the current equipment list. Will the selected contractor have the opportunity to purchase the current equipment before the Authority surplus process?

A120. **The current equipment will be surplussed. There is no additional information or date for posting at this time.**

Q121. Section B.27. states the Contractor is to submit an application for payment on a monthly basis. How soon after submittal of a monthly application for payment will the Authority remit payment to Contractor?

A121. **Provided the invoice submitted is accurate and able to be approved, payment is typically made in thirty days or less. In accordance with Florida Statute the Authority must make payment within 45 days of receipt of an acceptable invoice.**

Q122. Section D.03 on page 38 references “evaluation factors”. Could the Authority provide a list of these factors?

A122. **See Part C, Content and Organization of Proposal, C.01 Evaluation Criteria. The evaluation factors that will be considered by the Authority to determine the most qualified proposer are identified in Sections 1 – 26 in Part C.**

Q123. Section 3 of the Information to be Submitted requests audited financial statements. Will the Authority accept “reviewed” financial statements?

A123. **PETE? See A77.**

Q124. How much lead time is generally required to process ID badges/security clearances for newly hired janitorial services personnel at RSW?

A124. **Processing time varies depending on the demand, the time of year, and the documentation provided by the employee. During non-peak times, without ID issues, a badge can be acquired in a week or less. During peak times, or when**
issues with ID requirements exist, processing time takes 2 weeks or more. All employees must complete the badging process within 30 days of initial application, or be required to reapply for a badge.

Q125. Does RSW currently utilize a work order platform, such as Corrigo, for example? If so, what platform is currently being used?
A125. The Authority uses Maximo for submitting work orders to the Authority Maintenance Department. The Authority does not currently utilize a platform for submitting work orders to the janitorial service provider; however, proposers are invited to present technological solutions. See A52. and A53.

Q126. Should Form 1: Proposer’s Certification be included as the first item in Section 1:
A126. See A.33

Q127. In what section or sections (1 – 26) should Forms 2 – 4 be included or should a new section (27) entitled Forms be created for their inclusion?
A127. See A.33

Q128. What are the existing staffing levels with the incumbent janitorial services provider?
A128. The staffing levels for the past year prior to COVID-19, were approximately 105-111 full time equivalent employees. It is the responsibility of the Provider to consistently meet the minimum cleaning standards defined in Exhibit B regardless of staffing levels.

Q129. Please provide a copy of the existing service contract with schedule of current charges (public records act).
A129. Since this question is a public records request, it is being treated and responded to separately.

Q130. If we have an existing contract in the airport within the terminal, are we qualified to bid this opportunity?
A130. See A62.

Q131. Who is responsible for supplying/purchasing consumables such as soap, toilet paper, toilet paper spindles, feminine hygiene products, paper towels, urinal screens, air fresheners, dispenser batteries and liners?
A131. See Part B, Scope of Services, Item B.05, Performance Based Cleaning and Item B.18, Cleaning Agents, Materials, Supplies and Equipment.

Q132. Please confirm the fee for initial badging.
A132. See A01.
ITEM 2. The following exhibits are made a part of the RFP 20-45MMW as if contained in the originally issued RFP document:

- Revised Exhibit D1, Cost Proposal

ITEM 3. The following attachments are provided as supplemental information in response to the questions and requests for clarification made by potential proposers.

- Mandatory Pre-Bid Attendance Register
- Schedules of Wages
- Benefits Guide
- Photographs – Dispensers

Reminder: Bids must be submitted to Purchasing Office, 11000 Terminal Access Road, Third Floor, Fort Myers, FL 33913 c/o: Melissa Wendel, CPPO, Procurement Manager no later than 2:00 p.m., June 16, 2020.

Melissa M. Wendel, CPPO
Procurement Manager

Distribution
Gregory S. Hagen, Port Attorney
Gary Duncan, Deputy Executive Director - Aviation
Christopher Styles, Division Director - Aviation
Stephanie Riley, Contracts Manager
Flagship Aviation Services

1. **Minimum Qualifications:**
   - Minimum qualifications met which includes a staff greater than 75 employees and contracts at medium/large hub airports or facilities with a minimum of 700,000 square feet of indoor climate controlled space.

2. **Executive Summary:**
   - Founded in 1988 and privately held, the corporate location is in Southlake, TX.
   - Full service offices are located in Tampa & Orlando.

3. **Financial Status:**
   - Provided an *audit* report indicating the corporation is financially sound.

4. **Business Ethics:**
   - Positive response with no investigations, adverse decisions, convictions, or early terminations.

5. **References:**
   - Provided which include both Tampa International Airport (TPA) & Orlando International Airport (MCO).

6. **Key Personnel & Primary Contact:**
   - Primary Contact is Courtney Wright who is based out of Southlake, TX. Ms. Wright has experience transitioning airports between janitorial service providers.
   - Proposed site manager is Elisa Diaz who has 5-years of experience with Orlando International Airport (MCO).

7. **Experience & Past Performance:**
   - Provided details as requested in RFP to include 20+ years servicing the aviation industry at 12 airports to include Orlando, Tampa, Phoenix Sky Harbor, Harrisburg, Greensboro, San Diego, Los Angeles, Salt Lake City, and George Bush International Airports.

8. **Terrazzo Experience:**
   - Provided detailed experience at the various airports the company currently services. Company has a dedicated floor crew, which includes terrazzo surfaces.

9. **Operation & Management Plan:**
   - Proprietary “**Team Behind the Team**” Program – extensive corporate support.
   - Coaching and mentoring programs.
   - Senior leadership frequently conducts scheduled & unscheduled site visits.
   - Philosophical approach of being proactive vs reactive.
   - Cleaning duties assigned to staff members provided along with the cleaning frequencies.

10. **Transition Plan:**
    - Provided detailed outline with highlights of objectives.
    - Transition plan would be maintained online for efficiency of access and updating status.
    - Successfully transitioned Orlando (MCO) with 300+ badged employees.
    - Sample of transition plan stated in proposal.
11. Staffing & Local Employment:
   - Preference will be given to existing staff who passed background and training process.
   - Provided detailed plan including estimate of 111 full time equivalents and provided a proposed compensation & benefit package included.

12. Subcontractor Plan:
   - Provided a plan that included an estimated cost of 6% of the total annual contract.

13. Equipment & Supplies Plan:
   - Equipment list provided which including an outsourced Preventative Maintenance plan.
   - Supply & chemical list provided.

14. Automation & Technology Plan:
   - Company uses a proprietary program called “Intuition” which provides for daily tracking, Quality Control inspections, Key Performance Indicators & reporting.
   - Proposes to use “TRAX Analytics” restroom technology which fully integrates with the Intuition software.

15. Communication Plan:
   - Detailed plan which include communication devices and the Flagship Quick Response System (QRS) – QR codes which allow for instant reporting of issues.

16. Quality Control Program:
   - Strong plan with corporate verification of work order completion.

17. Safety & Training Program:
   - Provided detailed documented plans which includes recurrent training and supervisor mentorship.

18. Environmental Plan:
   - Provided detail and examples with quarterly staff training on green cleaning.
   - Awarded Recycler of the Year from the City of San Diego.

19. Disaster Plan:
   - Extensive hurricane experience at Tampa & Orlando airports.
   - PUREClean Four Part System provided which outlines the airport’s cleaning needs & procedures throughout the reopening and beyond period.
   - PUREClean includes COVID-19 cleaning points.

20. Cost Proposal:
   - Appears calculations have been applied correctly in the cost proposal.

21. Overall Proposal: Staff agree Flagship is the #1 ranked written proposal with the clearest level of detail as requested in the RFP. Flagship is a Texas based business primarily focused on janitorial services. Proposal strengths include: strong Florida presence; extensive experience with disaster plans as they relate to Florida storms and infectious disease; proven track record with a successful transition of Tampa International Airport while retaining 95% of the incumbent staff; fully automated and mobile proprietary janitorial management program (Intuition) and 97% customer retention rate company-wide with many customers for 10+ years. Proposal weaknesses include: onsite management only consists of a manager and quality control person.
Sunshine Cleaning Services

1. **Minimum Qualifications:**
   - Minimum qualifications met which includes a staff greater than 75 employees and contracts at medium/large hub airports or facilities with a minimum of 700,000 square feet of indoor climate controlled space.

2. **Executive Summary:**
   - Founded in 1976 and family owned with 34-yers of airport experience, the corporate headquarters location Ft. Lauderdale, FL with a regional office located in Sarasota, FL.
   - Bottom up culture where entry level staff are equally valued members of the organization.

3. **Financial:**
   - Provided a financial *review* report which indicates the company is physically sound.

4. **Business Ethics:**
   - Positive response with no investigations, adverse decisions, convictions or early terminations.

5. **References:**
   - Provided as requested, including Ft. Lauderdale International Airport (FLL).

6. **Key Personnel & Primary Contact:**
   - Primary Contact is Randy Kierce, COO and the proposed Project Manager is Alva Ellis.

7. **Experience & Past Performance:**
   - Services provided at airports, sport stadiums, arenas, convention centers, universities and other large commercial facilities.
   - Extensive airport experience including Fort Lauderdale, West Palm Beach, Tampa, Charlotte Douglas, Piedmont Triad, Columbia Metropolitan.

8. **Terrazzo Experience:**
   - Currently provided at Ft. Lauderdale International Airport (FLL).

9. **Operation & Management Plans:**
   - Culmination of management, transition, staffing, QC, corporate support, safety & training, etc., with the appropriate level on on-site management
   - “Follow the Crowd” concept employed to stay ahead issues utilizing flight schedules, FIDS, RSW stats as well as communication with the Authority and airlines.

10. **Transition Plan:**
    - Start-up specialists to lead transition with operations analysis & strong corporate involvement
    - A working document that includes the transition task checklist, overview and timeline template provided.

11. **Staffing & Local Employment:**
    - 73 full time equivalents presented for year one with preference given to existing staff. Proposal considered light on staff. Part-time utilized to fill-in and provide seasonal assistance.
- Provided sufficient compensation & benefits package.

12. **Subcontractor Plan:**
   - Windows and Terrazzo to be subcontracted at a rate of 1% & 6% of contract cost respectively.

13. **Equipment & Supplies Plan:**
   - Provided list(s) & brands to be owned or leased with a strong relationship with HomeDepot Pro (current provider) & Veritiv.

14. **Automation & Technology Plan:**
   - Recommended a number of different technologies.
   - Utilizes eHub workforce management software with corporate access & oversight and Traf-Sys which counts people and Lighthouse for restroom service use tracking.

15. **Communication Plan:**
   - eHub utilized for work orders and service issues.
   - Regular communication with LCPA and full transparency of contracted services & issues.

16. **Quality Control Program:**
   - eHub utilized for work orders, tracking, reporting, and a wide variety of inspection templates and used for establishing baselines, staying ahead of issues, key performance indicators, root cause analysis.
   - Secret shopper program and monitoring of client social media for passenger complaints.

17. **Safety & Training Program:**
   - Proactive safety management program with wide variety of topics
   - Instructor led, web based, seminars, recurring – sample training guide provided
   - Developed COVID-19 guide.

18. **Environmental Plan:**
   - Works with environmental purchasing program.

19. **Disaster Plan:**
   - Proactive storm response plan & Emergency cleaning post storm.
   - Pandemic response outlined in proprietary “Hygienic CLEAN Program.”
   - Proactive equipment & supplies procured.

20. **Cost Proposal:**
    - Appears calculations have been applied correctly in the cost proposal.

21. **Overall Proposal:** Staff agree Sunshine is the #2 ranked proposal. Proposal strengths include:
   - Florida based business with 34 years of airport experience; strong emergency and pandemic plans which include a proactive approach to staffing, equipment and supplies; transition specialist team from HQ to orchestrate transition; “secret shopper” from corporate to ensure performance; RSW social media monitoring and proprietary work order platform. Proposal weaknesses: staffing plan for year 1 appears too low and they presented a variety of technology utilized at other facilities but did not hone in and recommend platforms specifically for RSW.
Service Management Systems

1. **Minimum Qualifications:**
   - Minimum qualifications met which includes a staff greater than 75 employees and contracts at medium/large hub airports or facilities with a minimum of 700,000 square feet of indoor climate controlled space.

2. **Executive Summary:**
   - Founded in 1988 with corporate headquarters located in Nashville, TN.
   - Part of SMS Holdings including Block by Block, ServiceWear Apparel and WTC Ventures.
   - Core values – honesty, fairness, loyalty, integrity, appreciation, fun and faith.
   - Participates in American Heart Assoc., YMCA & Habitat for Humanity.

3. **Financial:**
   - Provided an *audit* report which indicates the company is physically sound.

4. **Business Ethics:**
   - No investigations, adverse decisions, convictions or early terminations.

5. **References:**
   - Provided, including Louisville International & Destin-Ft. Walton Beach Airports.

6. **Key Personnel & Primary Contact:**
   - Primary contact is Glen Desposito who has 5-years of experience with SMS and is currently based out of Nashville, TN.

7. **Experience & Past Performance:**
   - Provided details as requested in RFP with 20 years airport janitorial services at Nashville Intl, Louisville Intl & Destin-Ft Walton Beach airports.

8. **Terrazzo Experience:**
   - SMS utilizes the 3M Stone Protection System & provided the maintenance guide.

9. **Operation & Management Plans:**
   - Outlined visits from corporate leadership includes monthly, quarterly, bi-annual & annual basis.
   - Onsite management staff adequate.
   - Sample manuals provided.

10. **Transition Plan:**
    - Detailed 8 week transition plan provided.

11. **Staffing & Local Employment:**
    - Preference would be given to existing staff.

12. **Subcontractor Plan:**
    - Subcontractors are not proposed to be used.

13. **Equipment & Supplies Plan:**
    - Provided detailed equipment list with maintenance plan.
    - Will use supplies as stated in RFP plus additional chemicals as stated.
14. Automation & Technology Plan:
   - TRAX Smart Restroom Technology used for supply monitoring, inventory usage (matrix), passenger counter, issue alerts, and monitor cleaning schedule.

15. Communication Plan:
   - (10) Kronos mobile devices, laptops, (3) iPad, (3) Chromebooks all loaded with OPS360 and TRAX software.
   - Reporting, meeting and focus groups.

16. Quality Control Program:
   - OPS360 work order platform, GPS location, pictures, performance by employee, status reporting, communications.
   - Open access to OPS360 by the Authority for monitoring.

17. Safety & Training Program:
   - SafePersonnel training portal software accessed by all staff with over 100 custom videos and topics.

18. Environmental Plan:
   - Provider of Green Seal Products, EcoLogo, Cert Paper Products & Cosgrove packaging.
   - Sufficient information presented.

19. Disaster Plan:
   - Provided Severe Weather Response outline to be customized for RSW.
   - Detailed response & procedures for COVID-19 provided.

20. Cost Proposal:
   - Appears calculations have been applied correctly in the cost proposal.

21. Overall Proposal: Staff felt that this was the #3 best written proposal. Proposal strengths include: provided an audit report; 20 years airport experience; strong disaster and pandemic response; consistent and scheduled corporate contact with onsite visits; equipment plan includes all new items with spare parts and maintenance plan; and OPS360, proprietary work order management platform fully integrates with TRAX Smart Restroom platform. Proposal weaknesses include: lack of reference from Nashville International Airport.
SP+ Corporation & Diverse Facility Solutions (DFS)

1. Minimum Qualifications:
   - Minimum qualifications met by DFS which includes a staff greater than 75 employees and contracts at medium/large hub airports or facilities with a minimum of 700,000 square feet of indoor climate controlled space.

2. Executive Summary:
   - SP+ is a publicly held corporation with headquarters located in Cleveland, OH.
   - DFS, founded in 2002, is a privately held corporation located in Chicago, IL.
   - Newly formed joint venture (SP Plus DFS) with DFS as the majority holder.

3. Financial:
   - Newly formed joint venture, therefore no joint audited statements available.
   - Dun & Bradstreet report provided.

4. Business Ethics:
   - No crime convictions for either joint venture company.
   - SP+ disclosed lawsuits 12 related to negotiated early terminations.
   - DFS – no early contract terminations.

5. References:
   - DFS provided which included Dallas Fort Worth, San Antonio, and O’Hare airports.

6. Key Personnel & Primary Contact:
   - Primary contact is Michael Hankins who is the current onsite manager at RSW with 15+ years of experience.
   - DFS Corporate contact is Omar Ramirez is the Divisional Director of Operations for several contracts within the region.

7. Experience & Past Performance:
   - Provided details as requested in RFP. DFS has 18 years of aviation experience including Dallas Fort Worth, O’Hare, and San Antonio airports.

8. Terrazzo Experience:
   - DFS uses the 3M Stone Protection System.

9. Operation & Management Plans:
   - SP+ proposed to manage financials, accounting, and HR support while DFS proposes managing the on-site janitorial and operational support.

10. Transition Plan:
    - Incumbent service provider, therefore no transition plan provided.

11. Staffing & Local Employment:
    - All current employees would remain in place, which represent the 75-100 full time staff proposed.

12. Subcontractor Plan:
    - Retain current subcontractors for windows (1% of annual contract cost), high dusting & carpet (1% of annual contract cost) and terrazzo (4% of annual contract cost).

13. Equipment & Supplies Plan:
14. Automation & Technology Plan:
   - Utilize TRAX software for restroom use counting, reporting issues, and collecting data.

15. Communication Plan:
   - DFS uses CleanTelligent, which is a workload & data management system for deployment & response tracking, analytics and data warehousing.
   - Propose using the Restroom Alert Management System which would allow passengers to send text messages to staff regarding cleanliness conditions.

16. Quality Control Program:
   - Propose the use of CleanTelligent as Quality Management Software provides for job scheduling, reporting, inspection checklists
   - Reports provided are from their current Excel-based format.

17. Safety & Training Program:
   - Safety program provided as one page from SP+ and lacked DFS’s safety program.
   - Propose to use SP+ University which doesn’t include sufficient janitorial-specific training.

18. Environmental Plan:
   - DFS’s Green Clean Policy for improving indoor air quality, health and environmental profile provided.

19. Disaster Plan:
   - Hurricane plan refers to parking contract and the not janitorial staffing or procedures.

20. Cost Proposal:
   - Did not correctly apply calculations in the cost proposal.

21. Overall Proposal: Staff agree SP+ DFS was the #4 best written proposal. Upon early termination of the Triangle Services contract, SP+ stepped in and assumed temporary management of janitorial services. Proposal strengths include: extensive long term knowledge of landside operations; transitioned a loyal janitorial staff; and DFS has many years of airport cleaning experience. Proposal weaknesses include: newly formed joint venture with no combined financial information or joint work history; SP+ does not have the strength of experience shown by many other proposers; proposal had references to landside parking not janitorial; emergency plan presented was specific for SP+ parking plan and training did not contain janitorial specific courses.
UBM Enterprise, Inc.

1. **Minimum Qualifications:**
   - Minimum qualifications met which includes a staff greater than 75 employees and contracts at medium/large hub airports or facilities with a minimum of 700,000 square feet of indoor climate controlled space.

2. **Executive Summary:**
   - Founded in 1992 with corporate headquarters location in Dallas, TX.
   - Providing services in Florida since 2018.

3. **Financial:**
   - Provided a financial *compilation* report.

4. **Business Ethics:**
   - No investigations, adverse decisions, convictions or early terminations.

5. **References:**
   - Provided, however no airport(s) were included in the references.

6. **Key Personnel & Primary Contact:**
   - Primary contact: Jae Song, COO who is based out of Dallas, TX.
   - Alternate contact is Charles Gonzalez who is the Florida branch manager.

7. **Experience & Past Performance:**
   - Terminals at Dallas Fort Worth Intl Airport (DFW)

8. **Terrazzo Experience:**
   - States experience, however no locations provided.

9. **Operation & Management Plans:**
   - Broad overview of their cleaning plan.

10. **Transition Plan:**
    - Provided low level of detail.

11. **Staffing & Local Employment:**
    - Provided staffing plan which includes 101 full time equivalents.

12. **Subcontractor Plan:**
    - No subcontractors proposed to be utilized.

13. **Equipment & Supplies Plan:**
    - Supplied our current equipment & supplies list with intent to purchase all new items.
    - Includes 3 trucks and 3 golf carts.

14. **Automation & Technology Plan:**
    - CleanTelligent janitorial management software used for work orders, quality control and reports.

15. **Communication Plan:**
    - Low-level of detail in reference to regular meetings and open communications.
16. Quality Control Program:
   - No mention of QC personnel or how CleanTelligent will be utilized as a component of the QC program.

17. Safety & Training Program:
   - Each employee is issued a safety manual. Lacking detail.

18. Environmental Plan:
   - Participates in green cleaning initiatives.

19. Disaster Plan:
   - Lacking detail with no mention of infectious disease control.

20. Cost Proposal:
   - Appears calculations have been applied correctly in the cost proposal.

21. Overall Proposal: Staff agree UBM was the #5 best written proposal. Proposal strengths include: staffing plan on target with full time equivalents and management given passenger counts provided and the presented airport experience and terrazzo experience. Proposal weaknesses include: each of the plans requested contained minimal detail including the lack of hurricane or pandemic information.
JCM Commercial Business

1. **Minimum Qualifications:**
   - Minimum qualifications met which includes a staff greater than 75 employees and contracts at medium/large hub airports or facilities with a minimum of 700,000 square feet of indoor climate controlled space.

2. **Executive Summary:**
   - Founded in 2009 by airline industry professionals, company is privately owned with corporate headquarters located in Seaford, NY.
   - Florida presence since 2018

3. **Financial:**
   - Provided a financial review report.

4. **Business Ethics:**
   - No investigations, adverse decisions, convictions or early terminations provided.

5. **References:**
   - Provided which included terminal-B @ Newark International Airport and British Airways Terminal-7 @ JFK International Airport.

6. **Key Personnel & Primary Contact:**
   - Primary contact is Dorthy Sepulveda, Director of Janitorial Services.
   - Corporate staff identified with detail.
   - Proposed site manager is Kamely Bautista.

7. **Experience & Past Performance:**
   - 12 years of janitorial services provided to airport industry clients.
   - Airports included terminals at Newark International, JFK International, LaGuardia, and Manchester/Boston Regional.

8. **Terrazzo Experience:**
   - Currently provide daily terrazzo care at Newark International & JFK airports.
   - Propose to subcontract, however the rates are not included in the cost proposal.

9. **Operation & Management Plans:**
   - No onsite QC & assistant manager identified on the proposed 3rd shift schedule.
   - Utilize cross training across all their services to allow for staff allocation efficiencies.

10. **Transition Plan:**
    - 3 month transition plan with sample schedule provided.

11. **Staffing & Local Employment:**
    - Preference given to existing staff.
    - Living wage and benefits package proposed.

12. **Subcontractor Plan:**
    - Plan to subcontract all identified projects.
    - Noted that carpet cleaning & terrazzo polishing were not included in the cost proposal.
    - Terrazzo tile repair will be done upon the Authority’s request.

13. **Equipment & Supplies Plan:**
- Provided RSW’s current equipment list stating they’ll use quantities as presented, however vehicles were not identified.
- States RSW will be responsible for prioritizing equipment training & maintenance.

14. Automation & Technology Plans:
- Experience with Maximo, our computerized maintenance management system.
- Included in cost proposal is combination of CleanTelligent & WhenToWork.

15. Communication Plan:
- States that a variety of devices will be used – no specific details provided.
- Recommends JCM purchase consumables for cost-plus administrative fee.

16. Quality Control Program:
- Present a plan with minimal detail on CleanTelligent platform

17. Safety & Training Program:
- Limited detail – would be site specific.
- Proposed they would look to participate in RSW training.

18. Environmental Plan:
- States JCM will comply with all RSW’s sustainable practices & techniques.

19. Disaster Plan:
- Included draft copy and would conduct a site specific pandemic plan – no specifics.

20. Cost Proposal:
- Did not apply calculations correctly in the cost proposal.
- Partial subcontracting not included.
- Unclear as to whether consumable supplies were included.

21. Overall Proposal: Staff agree JCM ranked as the #6 best written proposal. Proposal strengths include: research of RSW and surrounding area; airport experience with references. Proposal weaknesses include: it’s unclear as to whether there will be an onsite QC as required; cost proposal was not inclusive of all costs as required in the RFP and lacked recommendations for innovation & solutions, instead put the burden on the Authority to advise.
General Building Maintenance

1. Minimum Qualifications:
   - Minimum qualifications met which includes a staff greater than 75 employees and contracts at medium/large hub airports or facilities with a minimum of 700,000 square feet of indoor climate controlled space.

2. Executive Summary:
   - Founded in 1983, certified minority privately owned business with corporate headquarters located in Atlanta, GA.
   - 20 cities served.
   - Looking to get back into the airport cleaning business.

3. Financial:
   - Provided a financial review report.

4. Business Ethics:
   - No investigations or convictions; litigation regarding chemical use, early termination due to business decline, relocation and availability of workers, and local wage rates.

5. References:
   - Provided State of FL, State of TN, however, no airports listed.

6. Key Personnel & Primary Contact:
   - Corporate personnel identified with the primary corporate contact being Don Champion and the primary local contact as Ben Carver who is based out of Sarasota, FL.

7. Experience & Past Performance:
   - 37 years of commercial cleaning experience.

8. Terrazzo Experience:
   - Some terrazzo experience noted.
   - Noted use of Spartan Tera-Glaze.

9. Operation & Management Plans:
   - Presented RSW’s procedures as their operating plan.
   - Operates under the “zero defect” motto.
   - “Keep what works and explore options for what doesn’t” philosophy.

10. Transition Plan:
    - Provided key elements and sample plan, however no timetable.
    - States web-based matrix available for use in the plan.

11. Staffing & Local Employment:
    - Referenced airport staffing plan experience from 10 years prior.
    - Proposed weekly hours excessively high.
    - 60/40 full time to part time staffing ratio.
    - Compensation & benefits included.
    - Preference to existing staff.

12. Subcontractor Plan:
13. Equipment & Supplies Plan:
   - Provided equipment list with vehicles & haulers.
   - Provided RSW’s supply list with differences noted as requested.

14. Automation & Technology Plan:
   - Proprietary work order platform accessible by the Authority.
   - TRAX Analytics software use in restroom cleanliness monitoring.

15. Communication Plan:
   - Outlined the use of Paper forms as opposed to automated & mobile solution
   - Verizon Samsung smartphones issued to managerial & supervisory personnel.
   - No tablets or other mobile technology identified.

16. Quality Control Program:
   - Doesn’t appear to include a dedicated QC person on staff.
   - 3 part log book for requests/problem resolution.
   - Lacking details.

17. Safety & Training Program:
   - Provided an 81 page safety training manual.

18. Environmental Plan:
   - Green Clean & Sustainable Programs utilized for 32 years.

19. Disaster Plan:
   - Basic outline provided, however no hurricane provided.
   - Follows CDC COVID-19 guidelines.

20. Cost Proposal:
   - Did not apply calculations correctly in the cost proposal.

21. Overall Proposal: Staff agree GBM is the #7 best written proposal. Proposal strengths include: 37 years cleaning experience; airport experience (but not current) and a presence in Florida. Proposal weaknesses include: lacked innovation and technology; quality control program falls short for a performance based contract and proposed staffing hours high with a disproportioned amount of part time staff.
UG2, LLC

1. Minimum Qualifications:
   - Minimum qualifications met which includes a staff greater than 75 employees and contracts at medium/large hub airports or facilities with a minimum of 700,000 square feet of indoor climate controlled space.

2. Executive Summary:
   - Founded in 2012, company is privately held with corporate headquarters located in Boston, MA.

3. Financial:
   - Provided a review report.

4. Business Ethics:
   - No litigation. Terminated early due to small claims/workers comp claims.

5. References:
   - Provided, however no airports included.

6. Key Personnel & Primary Contact:
   - Primary Contact is John Correia, COO.
   - Proposal was unclear as to who would be the proposed site manager.

7. Experience & Past Performance:
   - Many large public and college facilities such as TD Garden in Boston and Stanford University.

8. Terrazzo Experience:
   - No experience stated, however proposed using 3M Stone Floor Protection system.

9. Operation & Management Plans:
   - Sample “Periodic Task Calendar” provided.
   - Mentions industry leading quality assurance technology, but provides no specifics.

10. Transition Plan:
    - Low level of detail in a draft 30-day proposed transition plan.

11. Staffing & Local Employment:
    - Heavy in management; no wage proposal; unclear on the staffing numbers.
    - Current staff to receive consideration.

12. Subcontractor Plan:
    - Will use current subcontractors for a total value of 6% of annual contract cost.

13. Equipment & Supplies Plan:
    - Provided RSW’s lists with no vehicles identified
    - Noted that they do not anticipate the need for replacement of equipment for the duration of the contract.

14. Automation & Technology Plan:
    - States they plan to use our Maximo CMMS – this is not an option.

15. Communication Plan:
    - Cell phone & 2-way radios as appropriate for roles and outlined meeting plan.
16. **Quality Control Program:**
   - Smart Inspect quality assurance platform proposed.

17. **Safety & Training Program:**
   - Will provided 2020 Safety Plan upon request.
   - List of training provided – web based, in-house, client site.

18. **Environmental Plan:**
   - Aligned with Spartan Chemical Supply for green cleaning.

19. **Disaster Plan:**
   - Will provide event specific response plan upon request.
   - Outlines COVID-19 plan.

20. **Cost Proposal:**
   - Did not correctly apply calculations in the cost proposal

21. **Overall Proposal:** Staff agree UG2 was the #8 best written proposal. Proposal strengths include: easy to follow proposal and contract with a wide variety of large facilities such as TD Garden and Stanford University. Proposal weaknesses include: no airport experience; instead of presenting details as requested in the RFP, UG2 state they would provide upon request, leaving us unable to determine adequacy; planned to piggyback off of our computerized maintenance management system, Maximo and did not provide terrazzo experience as requested.
LGC Global Energy

1. **Minimum Qualifications:**
   - Minimum qualifications met which includes a staff greater than 75 employees and contracts at medium /large hub airports or facilities with a minimum of 700,000 square feet of indoor climate controlled space.

2. **Executive Summary:**
   - Founded in 1994 with corporate headquarters located in Detroit, MI, LGC has 40 offices worldwide from in the USA spanning to the Far East.
   - 25 years airport experience.
   - Holds multiple industry standard cleaning certifications.

3. **Financial:**
   - Provided a financial compilation report.

4. **Business Ethics:**
   - No investigations, adverse decisions, convictions or early terminations reported.

5. **References:**
   - References provided included Chhatrapati Shivaji International Airport (Mumbai) & Pune International Airport in India.

6. **Key Personnel & Primary Contact:**
   - Primary contact: Tushar Patel, COO.
   - Corporate contact: Jinansh Shah.

7. **Experience & Past Performance:**
   - Provide a variety of services including gate & ticket agents, cargo services, cabin & ramp services, facility management, janitorial, HVAC services and automotive to name a few.
   - Airports listed are all overseas.

8. **Terrazzo Experience:**
   - Maintain terrazzo at airports around the globe.

9. **Operation & Management Plans:**
   - Management plan presented referenced all the services they provide.
   - States that they prefer to self-perform all projects, but if needed they would partner with BVG Group, India’s largest facility management company.
   - No airport or site specific details.

10. **Transition Plan:**
    - Provided a one page sample document of a 6 week transition plan.

11. **Staffing & Local Employment:**
    - Preference to existing staff. Historically, 80% of incumbents retained.
    - Propose 15% of employees work 32 hours a week with benefits.
    - Proposed partnering with a staffing company to bring staff onsite within 2 hours to be used on a regular basis.
    - Provide overtime to ensure daily tasks are completed.

12. **Subcontractor Plan:**
13. Equipment & Supplies Plan:
   - Provided extensive list with additional items not listed in RFP.

14. Automation & Technology Plan:
   - All staff would be provided a mobile device – tablet or cell phone.
   - CMMS access available to all.

15. Communication Plan:
   - GPS / Geo fencing proposed to track time.
   - Implement workload leveling to reduce overtime (contradiction to staffing plan).

16. Quality Control Program:
   - Proposes adhering to Association of Physical Plant Administrators Level-II (Comprehensive Stewardship) cleaning guidelines.
   - Mentions subcontractors (contradiction with subcontractor plan).
   - Asset Essential System – cloud based inventory by Dude Solutions.

17. Safety & Training Program:
   - Claims OSHA compliance followed in proposal.
   - Table of training and duration of training provided.

18. Environmental Plan:
   - Limited details (lacking).

19. Disaster Plan:
   - Broad use of texting & auto calls proposed.
   - No hurricane plan provided.

20. Cost Proposal:
   - Did not correctly apply calculation in the cost proposal.

21. Overall Proposal: Staff agree LGC was the #9 best written proposal. Proposal strengths include: format was clear and easy to follow and they have airport experience but not in the United States. Proposal weaknesses include: plan appears to be very data driven; section details lacking and plan indicates the use of overtime and a staffing company without consideration for badging.
United Maintenance Company, Inc.

1. **Minimum Qualifications:**
   - Minimum qualifications met which includes a staff greater than 75 employees and contracts at medium/large hub airports or facilities with a minimum of 700,000 square feet of indoor climate controlled space.

2. **Executive Summary:**
   - Corporate location in Chicago, IL
   - Created over 50 years ago
   - Privately held

3. **Financial:**
   - Provided a financial *compilation* report.

4. **Business Ethics:**
   - Failed to provide response to all elements of this section.

5. **References:**
   - Provided, which included O’Hare Intl Airport.

6. **Key Personnel & Primary Contact:**
   - Corporate contact is Ryan Moore, Director of National Operations
   - Proposed Account Manager is Ada Resendez who is currently a shift manager at O’Hare Int’l Airport.

7. **Experience & Past Performance:**
   - Provided O’Hare Intl Airport, Natural History Museum of Los Angeles County, United Center Sports Arena, and the City of Orlando.

8. **Terrazzo Experience:**
   - Maintain terrazzo at O’Hare Intl Airport.

9. **Operation & Management Plans:**
   - Management plan was all COVID-19 related.
   - Operations plan included 5 steps – listen, ask & plan, act, evaluate and adjust.

10. **Transition Plan:**
    - Mentions compensation plan for those United Maintenance staff who desire to relocate.
    - Outlined a standard plan with sufficient detail.

11. **Staffing Plan & Local Employment:**
    - Job fair to be held for existing staff.
    - 89.3 full time equivalents year 1 with 10% of cleaning to be done by part time staff.

12. **Subcontractor Plan:**
    - Windows and Terrazzo tile replacement will be subcontracted, no percentage of annual contract provided.

13. **Equipment & Supplies Plan:**
    - Provided an equipment list with costs.
Supplies list provided which would be purchased in volume and warehoused in one of their 3 warehouses.

14. Automation & Technology Plan:
   - TRAX SmartRestroom pricing structure provided to include passenger counters, cleaning activity data collection and reporting with dashboard metrics.
   - Mention of a work order platform but nothing specific provided.

15. Communication Plan:
   - Mention of a work order platform with mobile access, but no details included on the types of devices used.

16. Quality Control Program:
   - Proposes the use of CleanTelligent – a full service janitorial management software package but it’s unclear as to whether this is their work order platform.

17. Safety & Training Program:
   - Provided a safety and training outline for their program.

18. Environment Plan:
   - Proposal states they utilize environmentally preferred cleaning products.

19. Disaster Plan:
   - Presented their process for handling a limited category of disasters.
   - Did not address infectious disease outbreak.

20. Cost Proposal:
   - Appears calculations have been applied correctly in the cost proposal.

21. Overall Proposal: Staff agree United was the #10 best written proposal. Proposal strengths include: airport experience and staffing plan was in-line with passenger counts. Proposal weaknesses include: work order platform not clearly identified and Business Ethics section was not adequately responded to.
<table>
<thead>
<tr>
<th>Company</th>
<th>5 Year Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flagship</td>
<td>$28,651,851.00</td>
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<tr>
<td>Sunshine Cleaning Systems</td>
<td>$34,306,325.44</td>
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<tr>
<td>Service Management Systems</td>
<td>$22,628,978.37</td>
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<td>SP Plus DFS Joint Venture</td>
<td>$32,203,097.00</td>
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<tr>
<td>UBM</td>
<td>$24,176,114.36</td>
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<tr>
<td>JCM</td>
<td>$20,456,071.68 *</td>
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<tr>
<td>General Building Maintenance</td>
<td>$32,507,940.83</td>
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<tr>
<td>UG2</td>
<td>$32,208,673.13</td>
</tr>
<tr>
<td>LGC Global Energy FM</td>
<td>$31,521,652.00</td>
</tr>
<tr>
<td>United Maintenance Co.</td>
<td>$26,938,205.33</td>
</tr>
</tbody>
</table>

* A portion of the subcontracted work was not calculated in presented cost.
REQUESTED MOTION/PURPOSE: Request ASMC act as the Bid Dispute Committee to conduct a Bid Protest Hearing and, subsequently, recommend to the Board the award of a contract resulting from RFB 20-53MMW (RSW Passenger Boarding Bridge Replacement Project) to the lowest responsible bidder, and approve a Total Project Budget in the amount of $34,892,158.


TERM: 395 Calendar Days.

WHAT ACTION ACCOMPLISHES: Conduct a Bid Protest Hearing pursuant to the LCPA Purchasing Manual; recommend award of a contract; and approve a Total Project Budget.

AGENDA:
- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

REQUESTOR OF INFORMATION:
(ALL REQUESTS)
NAME: Mark Fisher
DIV: Development

BACKGROUND:

During the original construction of the Midfield Terminal Complex (2002-2005), twenty-seven (27) Passenger Boarding Bridges (PBB) were competitively procured, delivered and installed as part of the project. The bid award went to the lowest responsive bidder, DEW Bridge. DEW was a Canadian manufacturer that introduced itself into the PBB market in 1998 by designing a small bridge that was to be utilized on Regional Jet (RJ) type aircraft. They were the first PBB manufacturer to focus on the RJ aircraft and had very good success in that market. As other US manufacturers developed a competitive bridge to service RJs, DEW developed a full-service apron drive bridge to accommodate larger aircraft. They produced very few of these units prior to discontinuing their PBB venture. Apron drive bridges built by DEW were installed at several locations including: Harrisburg, Pennsylvania, Baltimore Washington International and Fort Myers, Florida. There are also a few other airport locations with one or two of these units installed. RSW purchased nearly one-half of all the apron drive bridges built by DEW, which were also very close to the last units built by this particular manufacturer.

As a result of earlier inspections of the current PBBs, coupled with challenges due to replacement parts becoming increasingly hard to find, it was determined that the 27 PBBs should be replaced. The design effort associated with the replacement of the bridges has been completed. Along with the replacement of the bridges, the project also includes...

11. RECOMMENDED APPROVAL

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)

foundation modifications, air conditioning/HVAC systems, ground power, APUs, lightning protection, signage, ramp and building/structural work.

On April 27, 2020, the LCPA advertised a Request for Bids (RFB) for the replacement of the 27 passenger boarding bridges. A Mandatory Pre-Bid meeting was held on May 8, 2020 to further present and discuss the project and answer questions from prospective bidders. On June 2, 2020, the following five (5) bids were received:

- AERO Bridgeworks = $24,159,600.00
- Thyssenkrupp Airport Systems, Inc. = $24,268,558.00
- JBT AeroTech Corp = $25,649,547.00 (Corrected to $25,654,552)
- Owen Ames Kimball Company (OAK/Florida) = $25,795,090.93
- The Whiting-Turner Contracting Company = $26,760,000.00 (Corrected to $26,759,998)

In reviewing the bids for responsiveness compared with the requirements of the LCPA Request for Bids, additional information was requested and clarifications obtained from the bidders. In reviewing all bid information, the LCPA staff determined that three (3) design specifications needed to be maintained as part of the project:

1. The lift mechanism shall consist of two (2) recirculating ball bearing screw assemblies.
2. The roof panel should be continuously welded to the side panels when constructing the bridge structure.
3. The sub floor of the C-tunnel shall be aluminum.

To ensure clarity of the information received as part of the bid submittals, a certification form was sent out to the three lowest bidders requesting they certify that their respective bids included the three specification items listed above, without substitution, to which they all responded with a signed certification that those items listed above would be provided for the price bid.

After the LCPA’s evaluation and extensive effort of due diligence, LCPA staff determined that acceptance of the apparent low bid submitted by AERO Bridgeworks would present a potential conflict of interest. Therefore, staff does not recommend awarding a contract to the AERO Bridgeworks (see attached LCPA memo).

As a result, on July 15, 2020, the LCPA issued a Notice of Intent to Award to the next lowest responsive bidder, Thyssenkrupp Airport Systems, Inc. Upon receipt of this notice, on July 23, 2020, JBT AeroTech filed a Formal Bid Protest.

After hearing the Bid Protest presentations and deliberation, the following options are available to the ASMC:

- Reject the bid protest and recommend Board award a contract to Thyssenkrupp Airport Systems, Inc as the lowest, responsive, qualified bidder and approve a Total Project Budget in the amount of $34,892,158.
- Accept the bid protest and recommend Board award a contract to JBT AeroTech Corp as the lowest, responsive, qualified bidder and approve a Total Project Budget in the amount of $36,278,152.
- Any other action as deemed appropriate by the ASMC.

Attachments

A – Bid Protest Hearing Agenda
B – Project Exhibit and Organization
C – LCPA memo regarding ABW Conflict of Interest; ABW response memo
D – LCPA memo regarding Notice of Intent to Award background
E – JBT Bid Protest
F – JBT and TK Supplemental Information
G - Request for Bids & Bids Received (ABW, TK, and JBT)
Total Project Budget
REQUEST FOR BIDS 20-53MMW

PASSENGER BOARDING BRIDGE REPLACEMENT
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

BID PROTEST HEARING

AGENDA

AUGUST 18, 2020

1. Introduction of Request for Bids 20-53MW
   a. Background and Timeline – LCPA Purchasing
   b. Bid Summary
2. Sponsoring Division Summary, Background and Recommendation – LCPA Development Division
3. Affected Parties
   a. JBT AeroTech Corporation (7 minute time limit)
   b. ThyssenKrupp Airport Systems, Inc (7 minute time limit)
4. ASMC Q&A, Discussion and Suggested Motions:
   a. Recommend Board award contract to ThyssenKrupp as the lowest, responsive, qualified bidder, or
   b. Recommend Board award contract to JBT as the lowest, responsive, qualified bidder; or
   c. Any other recommendation or action as deemed appropriate by the ASMC
RSW Replace 27
Passenger Boarding Bridges
Project Contract Structure
MEMO TO: Melissa Wendel, CPPO  
Procurement Manager

FROM: Emily Underhill, P.E., A.A.E.  
Division Director - Development

DATE: July 15, 2020

SUBJECT: AERO BRIDGEWORKS – Conflict of Interest Determination  
RSW- RFB 20-53 Passenger Boarding Bridge Replacement

On August 21, 2018, the Port Board approved a contract with AERO Systems Engineering (ASE) to act as the Engineer of Record to design the improvements associated with the RSW Passenger Boarding Bridge Replacement project. During the design process over the next year, during design meetings with ASE, Manhattan Construction (the project Construction Manager) and LCPA staff, discussions started surfacing that AERO BRIDGEWORKS (ABW), a sister company to ASE, would be interested in submitting a bid once the project was advertised for construction. The LCPA staff expressed its concerns regarding a potential conflict of interest (real or perceived) between ASE and ABW. On November 4, 2019, the Port Authority received a letter (see attached) from ABW addressing concerns raised by the Port Authority staff regarding a potential conflict of interest between ABW and ASE. On February 10, 2020, the Port Authority notified ABW that, despite supplemental information provided by ABW in response to concerns raised, since ASE was the designer and would also be reviewing the construction activities representing the interests of the LCPA, having construction work performed by an affiliated company has a high potential to result in a conflict of interest and unnecessary risk for the Port Board. The Board could never be sure whether ASE, in its decision making and recommendations to the Port Authority, is representing the interests of the LCPA or those of its sister company. As a result, the LCPA staff determined that there would a potential conflict for ABW to participate in construction activities related to this project. The basis for this determination included:

- Even though ASE and ABW may be legally separate firms, they still appear to have a shared market interest with each benefiting financially from one another's success
- Prior to January 2019, the President and other shareholders of one firm were majority shareholders of the other firm. Today it is uncertain if any employees of one firm have any financial interests in the other firm.
- The LCPA cannot be assured that ABW would not have an unfair competitive advantage over other bidders during the competitive bidding of the construction work
- Both firms are part of the Aero group
- Both firms share the same web site
- Both firms share the same headquarters address
- Both firms share the same booth at trade shows/conference expositions

ABW subsequently requested reconsideration of LCPA staff’s determination (see attached letter dated March 16, 2020) and provided more supplemental information. LCPA staff reviewed this additional information and came to the same conclusion.
Over the course of 30+ exchanges of emails and letters between the Port Authority staff and ABW, the Port Authority made it clear in 2019 well before the procurement period that it believed that a conflict of interest would be realized, either directly or indirectly, if ABW were to hold the contract as either a prime construction contractor or as a subcontractor for the work as part of the RSW Passenger Boarding Bridge Replacement project. ASE, as the designer of the project, will be paid and be required to dutifully represent the LCPA’s interests on the project, and not those of the construction contractor. ASE will review construction contractor substitution requests, interpret design plans, approve field work, etc. As ASE is the Engineer of Record and will be performing engineering review services during construction, the Port Authority cannot be assured that ASE decisions made during construction would not be made to favor or benefit ABW due to their shared relationship under the AERO Group. Additionally, if claims based on design errors/omissions were made by ABW against the Port Authority, it is unclear what role ASE would play in assisting the Port Authority in defending such claims against ABW. And, in the event unresolved claims related to the project end up in litigation between the LCPA and ASW, the LCPA needs to be assured that ASE will represent the interests of the LCPA fully and completely, without undue influence by its affiliated company.

On April 27, 2020, the Port Authority initiated a Request for Bids (RFB) #20-53 which solicited bids from a General Contractor. As part of this solicitation, Addendum #4 issued on May 28, 2020 stated “The LCPA does not intend to enter into a contract with Aero BridgeWorks as a prime contractor or subcontractor due to a prior conflict of interest determination made by the Port Authority.” The procurement for this advertisement concluded with a bid opening on June 2, 2020. On bid day, the following five (5) bids were received with their respective bid amounts. (Note: mathematical errors included on bid day have been corrected below to show correct values). Based on bids received, AERO BRIDGEWORKS submitted the lowest bid.

<table>
<thead>
<tr>
<th>Company</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>AERO BRIDGEWORKS</td>
<td>$24,159,600</td>
</tr>
<tr>
<td>THYSSENKRUPP AIRPORT SYSTEMS, INC.</td>
<td>$24,268,558</td>
</tr>
<tr>
<td>JBT AERO TECH CORP</td>
<td>$25,654,552</td>
</tr>
<tr>
<td>OWEN-AMES-KIMBALL COMPANY (OAK/FLORIDA)</td>
<td>$25,795,090.93</td>
</tr>
<tr>
<td>THE WHITING TURNER CONTRACTING COMPANY</td>
<td>$26,759,998</td>
</tr>
</tbody>
</table>

Therefore, LCPA Development staff recommends that a contract with AERO BRIDGEWORKS for the construction of the RSW Passenger Boarding Bridge Project is not in the best interest of the Port Authority and such a contract would result in unnecessary risk for the Port Board and any potential future legal defense related to the project. Pursuant to the Conflict of Interest language contained in the current ASE design contract (see attached), and pursuant to Section A.18 of the bid solicitation which states the LCPA reserves the right to reject any and all bids if it is in the best interest of the Authority, in the Authority’s sole judgement, LCPA staff recommends that the ABW bid be rejected. The Port Authority as outlined in this memorandum made it clear prior to and during the procurement period that ABW was not eligible for consideration as a bidder. As a result of the rejection, staff then recommends that the contract be awarded to the next lowest, responsible, responsive bidder.
Page Three
AERO BRIDGWORKS
July 15, 2020

Attachments:
ABW Correspondence (11.4.19 letter and 3.16.20 letter)
ASE Contract (Article 22 - Conflict of Interest Section)

Cc: Ben Siegel, CPA, Acting Executive Director
     Greg Hagen, Chief Asst. Port Attorney
     Mark Fisher, Deputy Executive Director – Development
     Hector Yanez, Director – Engineering & Construction
July 24, 2020

Melisa M. Wendel, CPPO
Procurement Manager
mmwendel@flyLCPA.com
(239) 590-4556

REF:  AERO Bid Package for RFB 20-53MMW
AERO Follow-Up to Notice of Protest for Project RFB 20-53MMW

Dear Ms. Wendel, CPPO

AERO BridgeWorks, Inc. ("ABW") was pleased to submit our bid package in response to RFB 20-53MMW for Lee County Port Authority ("LCPA") and we remain excited to deliver this project. Our bid package meets or exceeds all the Minimum Requirements, DBE participation, Technical data, Licensure, Insurance and Bonding requirements, Buy America requirements as well as all Contractual and Bid Document criteria. This is a Federally funded AIP project, and, as such, per the LCPA RFB requirements, this process should follow all AIP procurement guidelines and our bid adhered to all necessary and applicable Federal requirements. Please reference our original bid package which includes all the information to prove we are fully responsive and responsible.

We respectfully disagree with LCPA’s evaluation of the bids, and, specifically, disagree with LCPA overlooking ABW as the lowest, responsive and responsible bid. We recognize LCPA has opinions related to the Engineer of Record’s ("Engineer") relationship with ABW. As explained in our bid package, ABW and the Engineer are two individual and separate Type S Corporations, with individual and separate Tax ID numbers, different accounting systems and two independent groups of employees. **ABW is an Employee Owned company and our majority ownership and controlling interest is strictly comprised of only ABW employees and ABW corporate officials; none of these ABW ESOP members or ABW corporate officials are employees of LCPA Engineer, nor do they have any controlling interest in the Engineer.**

Throughout ABW’s 21-year history of delivering thousands of aviation construction projects across the Country, not once has another public entity ever previously overlooked ABW when we were the lowest cost provider. ABW is the most qualified specialty airside aviation contractor in the Nation who self-performs installations. We have an extremely strong reputation and our corporate culture is to exceed client expectations. We are not a litigious, manipulative or claims oriented contractor; we have not preemptively coerced LCPA to limit competition on this Federal project, nor have we threatened legal action even prior to the bid period. ABW has never had a Contract terminated (or even threatened for termination), nor have we ever walked away from a Contract. ABW has never submitted an unsolicited or faulty claim to an Airport Authority, nor have we ever been involved with a Client on a construction lawsuit. As such, it is more common for Airport Authorities and Administrations to prefer ABW win these projects, especially when the engineer of record is the same as the Engineer. LCPA staff had the opportunity to select ABW as the lowest, responsible and responsive bidder and we would provide LCPA with the preferred combination of equipment. However, LCPA overlooked this opportunity.

After LCPA incorrectly responded to Addendum #4, Question #64 on May 28, 2020, the same ABW competitor submitted the exact same question on another public bid passenger boarding bridge project. This Airport Authority, as has been consistently the case for all public projects the past 21-years, responded via addendum on June 16, 2020, “**AERO BridgeWorks will be permitted to bid.**” The Owner further clarified, “**This will be a sealed bid, public opening. The Owner will award the project based on the lowest responsive and responsible bidder.**” Period. This Addenda is a public document and ABW is happy to provide copies to LCPA for review. We are also happy to provide written statements from Executive Leadership from other Airport(s) that state ABW is not in any concern when LCPA’s Engineer is the engineer of record. It is concerning to ABW that LCPA staff did not contact all our references submitted with our bid package, but yet still decided to overlook our bid. Again, simply stated, there are absolutely no detrimental relationships between ABW and LCPA’s Engineer, nor should LCPA hold any concern related to collusion or misrepresentation between ABW and LCPA Engineer to the detriment of LCPA.
In addition to LCPA’s unsubstantiated opinions related to a perceived conflict, LCPA’s decision is also in disagreement with published Federal Aviation Administration (FAA) Airport Improvement Program (AIP) written guidelines. This bid was originally managed by Manhattan Construction using PFC funds. During that bid process, the funding mechanism changed from PFC funds to AIP funds, thus forcing Manhattan to cancel the bid and making LCPA issue and manage the bid process in accordance with FAA AIP requirements. The LCPA RFP references in multiple places to follow the FAA AIP funding mechanisms and requirements. Part D Grant Requirements of LCPA’s RFB states, “The passenger boarding bridge replacement project described herein relies on using federal and state grants. As such, requirements of the grantor as specified in the Federal Contract Provisions document are applicable terms and conditions to any agreement resulting from this Request for Bid.” Article 3.3.5 of the Technical Specifications states, “For federally funded projects, refer to the Airport Improvement Program (AIP) – Contract Provisions.”

The FAA published AIP Sponsor Guide (https://www.faa.gov/airports/central/aip/sponsor_guide/) outlines the requirements to help Sponsors successfully facilitate and deliver AIP funded projects, such as this LCPA Passenger Boarding Bridge. Section 420, Competition, Article 18.36c specifically states, “Sponsors must conduct all procurement transactions in a manner providing full and open competition. Sponsors must avoid practices that limit or unduly restrict competition. Restrictive practices that sponsors must avoid include … Organizational conflicts of interest.” LCPA did not properly follow FAA AIP Sponsor requirements when LCPA issued the answer to Question #64 in Addendum #4 and, then, overlooked ABW’s bid, thus, unnecessarily limiting and restricting competition on a project that has Federal funding.

Combining the above facts with the narrative and data included within our original bid package, ABW knows LCPA was in error by issuing a Notice of Award to the second cost bidder, whom does not have any industry record of meeting these project Specifications. LCPA’s faulty decision will cost LCPA and the community additional money, it will ensure LCPA Maintenance and Operations departments do not receive the combination of equipment they prefer, and it introduces the situation for LCPA to enter in a Contract with a non-responsive second place bidder.

Please note LCPA’s incorrect answer to Addendum #4, Question #64 directly impacted ABW’s ability to bid this project as either a 2nd or 3rd tier installation subcontractor to other firms bidding as a prime bidder. As such, LCPA forced ABW to submit a bid as a prime Contractor as none of the other prime bidders were comfortable to accept a subcontractor bid from ABW. A very similar situation arose at neighboring SRQ Airport in 2017, when the ABW ownership structure was quite different, and even then, both the SRQ Legal Counsel and the FAA Legal representation agreed there were no issues should ABW act as a 2nd or 3rd tier subcontractor to complete the installations. Should an opportunity present itself in the future, ABW certainly hopes LCPA would reasonably reconsider ABW’s ability to perform work as either a 2nd or 3rd tier subcontractor on this project.

It is extremely unfortunate we are in this situation, but, regardless, ABW wants to support and assist LCPA, not create a hinderance. ABW filed a Notice of Intent to Protest this project on July 17, 2020 and, as stated herein, strongly disagrees with LCPA unprecedented and flawed decisions. As stated time and again, ABW is neither a litigious, manipulative or threatening firm. Our corporate culture is to establish strong long-lasting relationships with our Clients; we simply want to exceed your expectations by delivering safe and successful projects at the lowest cost possible to save you money. As such, ABW has elected to take the high road and not create detriment to LCPA. We are submitting this letter just to remind LCPA and the selection committee that ABW provided a fully responsive bid at the lowest cost. There are no issues or conflicts within our bid and we provide LCPA staff with the combination of products you want. Should LCPA decide to re-evaluate bid evaluations, ABW stands by our original bid and we are available to deliver the project as the lowest, responsive and responsible bidder. We are not requesting a response or any additional information from LCPA at this time. Should you have any questions or if we can be of assistance please contact me at (919) 796-2168.

Sincerely,

Jay Grantham

Jay Grantham, PE, LEED, CCM
President, AERO BridgeWorks
MEMO TO: Melissa Wendel, CPPO  
Procurement Manager - Purchasing  

FROM: Emily Underhill, P.E., A.A.E.  
Division Director - Development  

DATE: August 6, 2020  

SUBJECT: RFB 20-53MMW Replacement of Passenger Boarding Bridges at RSW  
Background on Notice of Intent to Award

On September 6, 2018, the Board entered into a contract with Aero Systems Engineering (Aero) to design and prepare specifications for the replacement of the 27 existing Passenger Boarding Bridges (PBBs) at RSW. Early in the design process, Aero advised LCPA staff that there are a limited number of manufacturers of airport PBBs, particularly in the US. Each of these manufacturers builds PBBs specific to their brand. The challenge during the design would be to offer a broad enough specification to open competition for pricing as much as possible, while at the same time acquiring a PBB product that meets the needs specific to RSW. As such, a lot of time was spent during the design discussing specific aspects of the project specifications with Aero (the Designer); Manhattan Construction (the Construction Manager); LCPA engineering, operations, and maintenance staff; and RSW airlines in an attempt to prepare a competitive project design and specification.

LCPA issued a Request for Bids on April 27th, 2020 for the PBB Replacement Project. The LCPA received numerous Requests for Information (RFIs) in reference to the technical specifications outlined for this project. ThyssenKrupp, a PBB manufacturer and a potential bidder, was particularly vocal and objected to some of the PBB specifications stating that many of the specifications could not be met with their brand of manufactured PBB and, if not revised, ThyssenKrupp would be unable to bid on this project. Due to a vast number of RFIs received by LCPA from potential bidders, the LCPA worked with Aero and Manhattan to allow substitutions and alternatives to the project specifications in order to increase the potential for competition by potential bidders. Over 180 RFIs were responded to through addendums to the bid documents and specifications, all in an effort to enhance competition and competitive pricing.

The result of all this effort was successful, as on June 2, 2020, the LCPA received five (5) bids, all very competitive and all below the engineer’s estimate of $29,243,709. These bids were:

- $24,159,600 Aero Bridgeworks
- $24,268,558 ThyssenKrupp
- $25,649,547 JBT Aerotech
- $25,795,091 OAK
- $26,760,000 Whiting-Turner

In reviewing each bid, the bid documents allowed the submittal of substitution information as part of each bid that could be considered by the LCPA at the same bid price. Working with the design team, LCPA maintenance staff was fundamental in the specifications review process as they are the ones working with this equipment daily to ensure uninterrupted operations. After an abundance of consideration for all alterations and substitution requests, the following three (3) specified items were determined to be a priority for the design team and LCPA maintenance staff for the RSW project without substitution.
1. **Specification 118504, Section 1.12.R.8.b, page 118504-18 Vertical Drive Column – The lift mechanism shall consist of two (2) recirculating ball bearing screw assemblies.**

The lift mechanism for passenger boarding bridges controls the vertical elevation of the passenger boarding bridge to ensure the appropriate elevation is obtained to mate with the aircraft. These lift systems can be controlled mechanically with a recirculating ball screw assembly or hydraulically operated with a piston assembly. The existing bridges at RSW utilize a recirculating ball bearing screw assembly which is preferred by the LCPA for the following reasons:

- The Terminal Maintenance Technicians have extensive (15 years) experience maintaining, troubleshooting, and repairing recirculating ball bearing screw mechanical lift systems. This institutional knowledge enables the maintenance technicians to maintain continuity of operations for our stakeholders minimizing downtime and inconvenience with far less dependency on outsourcing the repairs. In-house repair of passenger boarding bridges eliminates scheduling response delays and unnecessary manufacturer/contractor travel, lodging, and labor expenses.

- PBBs are critical class equipment for the airlines and the Airports flight operations. Any PBB placed out of service has an immediate impact on airline gate utilization and creates passenger inconveniences especially during peak season.

- The RSW SWPCC Plan is very specific to storm water contamination procedures. Any release of hydraulic fluid has the potential to enter the storm water drainage system.

2. **Specification 118504, Section 1.12.J.7, page 118504-14 Materials, Parts, and Processes – The roof panel should be continuously welded to the side panels when constructing the bridge structure.**

Unlike most other airports in the US, RSW PBBs are subjected to hurricanes, a long storm/rainy season, and high humidity/condensation conditions resulting in rust. Structural metal fatigue due to rust is exacerbated under the stresses of weight (85,000 lbs.) and movement. An alternative design to continuous welds employs a method of spot or chain welding the roof panel to the sides, which is then followed up by caulk to provide a weather seal. LCPA maintenance staff reached out to other airports within the region and learned that airports are having issues with the caulk weather seal failing. The LCPA supports a specification that the roof panel should be continuously welded to the side panels for the following reasons:

- A continuous weld installation would drastically reduce the chances of water intrusion, provide for better moisture control, and prevent premature corrosion of the bridge structure all of which helps to extend the useful life of the PBB.

- Controlling water intrusion and moisture will prevent issues with mold, odors, and composite wall panel delamination.

3. **Specification 118504, Section 1.12.AB.10.k and m, page 118504-31 Finishes and Materials – The subfloor of the C-tunnel shall be aluminum.**

The C-tunnel is the section of the bridge-tunnel closest to the aircraft away from the terminal building. This area inherently experiences increased water intrusion due to our heavy rains which results in premature deterioration of the subfloor. The Maintenance Department’s Computerized
Maintenance Management System has documented that all but a few of the 27 passenger boarding bridges have had the flooring replaced at least twice. Portions of those PBBs have had floor repairs three (3) or more times due to water intrusion and the continuous high humidity environment. Some degree of floor maintenance has been required on average every four (4) to five (5) years which is costly, time consuming and renders the bridge out of service until repairs can be made. For the reasons stated herein, the LCPA desires to specify the use of aluminum in that section of the bridge subfloor (as opposed to wood or another material).

To ensure clarity of the information received as part of the bid submittals, a Specification Clarification and Certification form was sent out to the three (3) lowest bidders to certify that their respective bids included the three (3) specification items listed above, without substitution, to which they all responded with a signed Specification Clarification and Certification form that those items listed above would be provided for the price bid. The ThyssenKrupp signed certification is attached. Despite ThyssenKrupp’s earlier claims that they would not be able to provide a bid if the specifications were not revised, with the signed certification, ThyssenKrupp is the next lowest responsive bidder (after Aero BridgeWorks). Therefore, on July 15, 2020, the LCPA issued a Notice of Intent to Award to ThyssenKrupp.

Attachment:
ThyssenKrupp Specification Clarification and Certification

Cc: Greg Hagen, Chief Asst. Port Attorney
    Hector Yanez, Director – Engineering & Construction
    James Furiosi, Director - Maintenance
LCPA RFB NO. 20-53MMW
SPECIFICATION CLARIFICATION AND CERTIFICATION

The LCPA has reviewed all information, submittals, substitution requests, etc. submitted with each bid. As a result of this review, the LCPA has determined that the following specifications need to be included as part of this project with no exceptions, substitutions or changes. Your final bid and resulting contract must include all of the following specification requirements. Please provide your signature of concurrence below.

- Specification 118504, Section 1.12.R.8.b, page 118504-18 Vertical Drive Column – The lift mechanism shall consist of two (2) recirculating ball bearing screw assemblies.

- Specification 118504, Section 1.12.J.7, page 118504-14 Materials, Parts and Processes – All intersecting steel planes, e.g. side to top, side to bottom, of exterior steel sections of the passenger boarding bridge shall be 100% welded. Caulk shall not be used to provide weather seals.

- Specification 118504, Section 1.12.AB.10.k and m, page 118504-31, Finishes and materials – Sub floor in the cab and bubble area shall be aluminum; C-tunnel sub-floors shall be aluminum.

Please be advised that the LCPA is not seeking through this request any supplemental information or additional clarifications related to the above mentioned items. Any supplemental information that is submitted along with this certification will not be considered. The undersigned Bidder certifies that the submitted bid and price includes the above items without any exceptions or conditions. By signing below, the awarded bidder agrees to execute a contract with the LCPA to include the above items without substitution.

Name of Bidder

Printed Name of Authorized Representative

Signature of Authorized Representative

Date of signature

Return to below no later than close of business on

Bidders that fail to reply as requested by the deadline may be deemed nonresponsive.
We appreciate your attention to this matter and request your prompt response.
July 23, 2020

Melissa M. Wendel, CPPO
Procurement Manager
mmwendel@flylcpa.com
Lee County Port Authority
Southwest Florida International Airport
11000 Terminal Access Road, Ste. 8671
Fort Myers, FL 33913

RE: Protest regarding Request For Bids (RFB) 20-53MMW For Passenger Boarding Bridge Replacement at the Southwest Florida International Airport

This letter is the formal protest by JBT AeroTech Corporation ("JBT") of the intended award to thyssenkrupp Airport Systems, Inc. ("TK") under RFB 20-53 MMW for Passenger Boarding Bridge Replacement at the Southwest Florida International Airport. Protestor JBT’s address is 1805 West 2550 South Ogden, Utah 84401. Proposed Awardee TK’s address is 3201 N. Sylvania Suite 117, Fort Worth, TX 76111. To the extent that there are any disputed issues of material fact, they are described in detail in the following sections.

On July 16, 2020, JBT submitted its Notice of Intent to Protest, detailing the many reasons why the bid of thyssenkrupp ("TK") should have been rejected and JBT – the lowest responsive and responsible bidder remaining – should have been selected for award. A courtesy copy of this Notice of Intent to Protest is attached to this letter. JBT expressly incorporates by reference all of the arguments made in its Notice of Intent to Protest as part of this Formal Protest. For the most part JBT will not repeat those arguments here but rather supplements those arguments with the additional directly relevant points included here. Taken as a whole JBT’s protest establishes that TK’s bid must be rejected as nonresponsive, and that award must be made to JBT instead.

TK’s Bid was Nonresponsive Because It Did Not Comply with the Technical Specifications

As JBT described in Item One of its Notice of Intent to Protest, TK repeatedly informed the Authority throughout the written Q&A process, and up to days before bids were due, that it could not meet the technical requirements of the RFB. JBT has since learned that TK has recently notified other jurisdictions that it was unable to meet identical requirements in the specifications for their procurements.

Section 11 8504-page 18, 1.12R.8.b Vertical Drive—Electrical Mechanical

The RFB requires that the vertical drive column be electromechanical. TK twice attempted to convince the Authority to change this specification and allow for the use of a hydraulic lift system, which it described as part of its “standard design.” Addendum 2 at Q32; Addendum 4 at Q58; see also Addendum 4 at Q14, Q20, Q29 (each referring to components of TK’s hydraulic lift). And twice TK represented that it would be unable to bid if the electromechanical ball screw
lift system specification was not removed. Addendum 2 at Q32 ("If electro-mechanical ball screw lift system is required, we will be unable to provide a bid"); Addendum 4 at Q58 ("If electro-mechanical ball screw lift system is required, we will be unable to provide a compliant and competitive bid.") (emphasis in original).

TK’s representations to the Authority were consistent with its position during an almost contemporaneous Des Moines International Airport RFB Q&A in April 2020. In that Q&A, TK stated that it uses a “hydraulic lift system” and claimed that “[i]f electro-mechanical ball screw lift system is required, we can’t bid.” Exh. 1 at Q32.

JBT understands that TK has provided the Authority a certification that it is now suddenly able to meet this specification requirement. Given TK’s repeated statements in this and other recent procurements that it is not able to meet this requirement, the Authority cannot reasonably give any credence to this claim. In fact, despite having signed such a certification, TK’s bid still indicates that it intends to provide a hydraulic system. The drawings submitted with its bid show a hydraulic lift cylinder, a point which is made explicit by the description of the lift cylinder in Note 4. Exh. 2. In its list of recommended spare parts, TK included 16 line items of “hydraulic spare parts.” Exh. 3. These parts would be wholly unnecessary unless TK intended to provide a hydraulic vertical drive column.

By its own repeated statements TK has made clear that its proposed equipment is technically noncompliant as to its vertical drive and so its proposal must be rejected.

Section 11 8504-page 14, 1.12J.7 Materials, Parts and Processes

The RFB required that “[a]ll intersection steel panels, eg. side to top, side to bottom, of exterior steel sections of the passenger boarding bridge shall be 100% welded. Caulk shall not be used to provide weather seals.”

As with the electromechanical lift system, TK informed the Authority that its catalogue did not include a design in which continuous welding is possible. Addendum 4 at Q17. It has taken a consistent position in recent months with the Des Moines International Airport, the Sarasota Manatee Airport, and the Dallas Fort Worth International Airport. Exh. 1 at Q23 (asserting that TK uses “‘C’ panels which are welded to corner angles and to the tubes at the end of tunnels. Side of the panels are spot welded and seams sealed with high grade sealant. Attempting to continuous welding the seams will cause warping” and asserting that it cannot bid a continuously welded design) (emphasis added); Exh. 4 at Q6 (“ThyssenKrupp’s standard tunnel side panels are spot-welded and caulked ...”); Exh. 5 at Q1 (TK seeking to avoid “[c]hanging our design to a corrugated or truss style”).

In addition, TK’s C-pan design does not allow for the inclusion of a glass pane window, as required by the RFB’s specifications. PBB-81: PBB Glass Panel Layout; see also RFB at C.02 ("The
base bid includes all of the work shown on the attached contract drawings...”). Instead, the RFB required a truss wall design, which TK does not utilize.

In this respect as well, therefore, TK has made abundantly clear that it is unable to provide a PBB that meets the technical requirements of the RFB. The Authority should not allow itself to be duped by last minute reversals claiming that various key requirements like this one can now suddenly be met. TK’s bid should have been rejected as nonresponsive precisely because, as they have so frequently said, their offering cannot meet this requirement.

Section 11 8504-page 31, 1.12AB.10.k and 1.12AB.10.m Finished and Materials

These technical specifications of the RFB required that the sub-floor in the cab and bubble area and C tunnel subfloors be aluminum. Here too, TK informed airports around that country that its PBB uses a carbon steel subfloor in the cab area. Addendum 4 at Q37, Q40; Addendum 2 at Q38; Exh. 4 at Q10 (“ThyssenKrupp’s subfloor in the cab area is carbon steel”). During the Q&A process, TK represented that it would be unable to provide a bid with an aluminum floor. Addendum 4 at Q37 (“if our standard is not allowed, we will not be able to provide a compliant or competitive bid.”)

In each of these areas, TK represented in May 2020 that it could not meet the technical specification. Even assuming arguendo that TK was somehow able to redesign its PBB in the two weeks between the time it told the Authority it could not bid and June 2020, when bids were due, it would have been impossible for TK to also acquire the necessary safety certifications. Its current representation of compliance is simply not credible and is not even consistent with its own bid submission. It must be disregarded.

TK’s Bid Was Nonresponsive Because It Did Not Meet the Certification Requirements

In a provision critical to passenger safety, the RFB required that the proposed PBBs meet the relevant fire safety standards. Specifically, the RFB stated that all proposed bridges must “conform to the requirements of the National Fire Protection Association (NFPA) ‘Standards of Construction and Protection of Aircraft Boarding Walkways,’ NFPA-415, latest edition.” Section 11 8504-page 9, 1.12C.9 (emphasis added). To provide compliance with this requirement, bidders were obliged to provide as part of their bid submittals certificates from a Nationally Recognized Testing Laboratory in the United States and “[p]rovide written certification that the total PBB, including any design changes, is in compliance with NFPA 415, most recent edition.” Id. (emphasis added); see also Section 11 8504-page 3, 1.5B.2 (requiring that bidders provide NFPA certificates and compliance statements with their bids). The most recent edition of the NFPA 415 specification is the 2016 edition, which went into effect on June 15, 2015.

In addition, the RFB required that the proposed PBB “be UL, or ETL listed and shall be labeled by a nationally recognized testing laboratory at the time of bid.” Section 11 8504-page 6, 1.6C (emphasis
added. As with the NFPA 415 requirement, offerors were directed to “submit verification [of their UL or ETL listing/labeling] with bid submittals.” Id; see also Section 11 8504-page 4, 1.5B.6 (requiring UL/ETL certification).

TK did not, and cannot, meet these requirements. In its bid package, TK submitted a Statement of NFPA 415-2013 compliance and an Intertek Listing Constructional Data report regarding its listing under the “NFPA 415: Standard on Airport Terminal Buildings, Fueling Ramp Drainage and Loading Walkways, 2013 Edition.” Exh. 6. It also submitted a UL listing certificate from August 2009, regarding its UL 325 compliance. Exh. 7. All of those certifications were to versions of the applicable standard that had long since been superseded by the time of bid.

**TK’s Proposed PBB Is Not UL/ETL Listed Because It Significantly Varies from the Certified Version**

As detailed in JBT’s Notice of Intent to Protest, TK represented in May 2020 that it could not provide a technically compliant PBB without undergoing a “complete design” of its standard bridge. In a letter dated May 19, 2020, TK informed the Authority that, if the specification were not changed, it would be forced to undergo an extensive redesign of its PBB in order to bid on the project:

The following items are significant changes which will force us to completely redesign our bridges. This will make us non-competitive. Additionally, there are several smaller items not listed below that are our competitors standard that would cause us to make additional design changes and further reduce the competitive bid process.

1. Electro-Mechanical Lift System: Ref. RFI #3, tk-2, tk-9, tk-20
2. Continuous Welding: Ref. RFI #tk-6
3. Plank Type Ceiling: Ref. RFI # tk-22
4. Both sides of the canopy closure shall be independently adjustable: Ref. RFI # tk-13
5. Tunnel lighting shall be positioned parallel to the tunnel centerline: Ref. RFI # tk-21
6. Corrugated or truss style tunnel construction: Ref. RFI # tk-28
7. Aluminum subflooring: Ref. RFI # tk-31 & 9

Exh. 8. The Authority did not change the specifications after this letter. That means that necessarily TK’s ETL listing from January 2014 (Exh. 6) and UL listing from August 2009 (Exh. 7) are for its standard bridge, and not for one with an electromechanical lift, 100% welded tunnel, aluminum subfloor and

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1 TK’s letter was sent not only to Melissa Wendel, the Purchasing Office representative designated to receive RFIs, but also to Ben Siegel, Lee County Port Authority Interim Executive Director (and possibly others). Any violation of the Authority’s lobbying restriction, which prohibits contact outside of the designated Purchasing Office personnel, requires automatic disqualification from consideration. See Lee Cty. Port Authority Purchasing Manual § 4.D. (“Any firm contacting individuals mentioned herein in violation of this warning shall be automatically disqualified from further consideration for any solicitation.”)
glass pane window. See Addendum 4 at Q58; Addendum 4 at Q17, Q37. Each of these design change to the walks, flooring, welds, walls, and subfloors—which are both individually and collectively significant—would require a recertification by a Nationally Recognized Testing Laboratory. Indeed, TK admitted as much to the Authority. Exh. 8 (describing specification requirements as “significant changes which will force us to completely redesign our bridges”).

TK failed to obtain such a recertification. As a result its bid is nonresponsive and must be rejected. Furthermore, its submission of these outdated ETL and UL listings as evidence that it satisfied the certification requirement for the redesigned version of its product was misleading at best. As discussed in more detail below, TK’s submission of outdated certifications as demonstrating the safety of this very different revised design plays fast and loose with critical standards for protection of the travelling public.

**TK Does Not Have a UL/ETL Listing for the Most Recent Edition of NFPA 415**

With respect to the NFPA 415 standard, neither TK’s Statement of Compliance nor its Intertek listing report meets the RFB requirements. As the RFB makes clear, offerors were required to certify and submit evidence that its PBB conforms to “NFPA-415, latest edition.” Section 11 8504-page 9, 1.12C.9 (emphasis added). The latest edition of NFPA 415 is the 2016 edition. Yet TK’s documents state that its PBB was tested with respect to the 2013 edition. TK’s certification to the 2013 edition of NFPA 415 does not satisfy the RFB’s explicit requirement to include with the bid a certification to the “most recent edition” (i.e., the 2016 edition) of that standard. Therefore, TK’s bid was nonresponsive on its face and should have been rejected.

TK’s lack of candor and attempt to sneak outdated certifications past the Authority is even more pronounced with respect to the glass panels in the bridge wall. See PBB-81: PBB Glass Panel Layout. Here, TK lists its glass wall under the heading “NFPA 415-2013 Section 6.4.6 Test of Walls.” But the narrative of the document reveals that TK did not test its glass window bridge under NFPA 415 2016 edition, 2013 edition, or even the 2008 edition standards. Instead, its glass wall was tested to determine compliance with the requirements of the 2002 edition of NFPA 415 by Southwest Research Institute (SwRI), a different laboratory than that from which it received its mark and listing.

This is significant. First, it would have been impossible for SwRI or any other lab to certify that a bridge wall containing glass could fully meet the NFPA 415, 2002 edition standard. Specifically, section 6.2.4 of the 2002 edition expressly disallowed windows in passenger loading walkways: “6.2.4 There shall be no windows other than those located in the ramp access service door and in the cab area for the purpose of operating the aircraft loading walkway.” NFPA 415-02 at § 6.4.2. This means that it is most probable

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2 Lest there be any confusion regarding the scope of the ban, the Technical Committee clarified in the 2008 edition that all transparent and translucent materials were banned from use in the passenger walkway. NFPA 415-08 at § 6.4.2 (); see also Comment on Proposal No 415-9 (“The Committee’s intent of paragraph 6.2.4 has always been to restrict the use of glass and transparent or translucent materials
that SwRI merely tested the glass for compliance with the temperature standards of NFPA 415, and not for compliance with the full NFPA 415 specification.

Second, even if SwRI had improperly certified a bridge wall with a transparent panel as NFPA 415 compliant under the 2002 edition standard, Intertek did not rely on the SwRI certification when it listed TK's PBB as NFPA 415 compliant in 2014. The January 2014 listing report from Intertek states that Intertek applied the 2013 edition of NFPA 415 to determine eligibility for listing. Exh. 6. And, like the 2002 edition, the 2013 edition of NFPA 415 prohibited the use of windows along the walkway: “[t]here shall be no transparent or translucent walls, windows, or surfaces other than those windows located in the ramp access service door and in the cab area for the purpose of operating the aircraft loading walkway.” NFPA 415-13 at § 6.4.2. This means that the PBB for which the ETL listing and mark was granted could not have included a glass wall or panel, because such bridges would have been expressly out of spec. In other words, the ETL certification provided by TK is for a significantly different TK PBB—one that does not include a glass pane window.

TK failed to meet the requirement that it certify and submit evidence that its proposed PBB, including the addition of glass panels along the walkway, was NFPA 415 (2016 edition) compliant or UL/ETL listed and labelled. The Authority must deem its bid nonresponsive.

The effect of TK's failure to have its proposed PBB certified cannot be overstated. Without certification from a nationally recognized testing laboratory that TK's equipment meets the applicable fire and OSHA safety standards, the Authority can have no confidence that TK can ensure passenger safety in its PBB. This means that the Authority is taking on the risk that the equipment will fail, potentially resulting in devastating injury to passengers and airport personnel, including any resultant litigation.

**TK Is Not A Responsible Bidder, And, Therefore Its Bid Must Be Rejected**

Florida law requires not only that an offer must be responsive, offering the agency exactly what it requires, but also that the offeror must be responsible. Florida Statutes § 287.057(1)(b)(4). A responsible offeror must have “the capability in all respects to fully perform the contract and the integrity and reliability that will assure good faith performance.” Florida Statutes § 287.012. By its conduct in this procurement, TK has shown that it cannot be found to be a responsible offeror.

First, as explained above, TK does not have the capability to fully perform the contract. It does not have equipment that meets the requirements for electro-mechanical lifts, continuously welded walls and aluminum flooring. Even if it could somehow cobble together such equipment, which it has repeatedly told this and other Airport Authorities that it cannot, it does not have the necessary certifications,
required at the time of bid, that such changed equipment would satisfy the applicable safety standards such as NFPA 415. Because such certifications take months to obtain, TK will have already failed in this element of its contract requirements. Thus, TK does not have “the capability in all respects to fully perform the contract.”

Second, TK’s conduct has demonstrated that it does not have “the integrity and reliability that will assure good faith performance” as is required of a responsible bidder. In an effort to pressure the Authority to change the specifications in ways that would be more favorable to it, TK told the Authority less than two weeks before bids were due that it would not be able to bid if the requirements for an electro-mechanical lift, continuous seam weld walls and aluminum flooring remained part of the RFB. But within days, even though the specifications did not change, TK submitted a separate statement specifically representing to the Authority that it would meet all three elements of the specification. TK could not have been truthful on both occasions. Either it had the capability to provide PBBs with these three features or it did not; on one of those occasions it was lying.

TK’s submission of certifications from independent laboratories dated in 2009 and 2014 as applicable to the equipment it proposes here is another element of misrepresentation. Even if it somehow it were able to change its offering within a few days to include these three features, its attempt to pass off certifications obtained several years earlier as relevant to its newly changed equipment would serve as another instance of lack of candor with the Authority that is entirely inconsistent with being a responsible offeror. That conduct is particularly misleading as to its attempt to demonstrate that it has the necessary NFPA certification for a PBB with the specified transparent wall. TK represents itself as having met that requirement by its reference to a certification to the NFPA 415 version from 2002 which expressly precluded glass wall and windows in the PBB walls. The only fair conclusion is that TK is attempting to deceive the authority into believing that it has the necessary certification to satisfaction of a critical fire safety standard when it knows full well that it does not.

This lack of candor is of particular relevance to a responsibility determination given the nature of the matters about which TK’s offer misleads. Enforcement of the applicable NFPA and UL standards are the way that safety for the travelling public, particularly as to the danger of fire, is ensured. TK’s apparent willingness to represent that it has a design certified to these critical safety standards when it does not speaks volumes to the question of whether it is a responsible bidder.

In short, it is apparent that TK has not been truthful with the Authority. In these circumstances, it would be arbitrary and capricious for the Authority to award this contract to it. Academy Express, LLC v. Broward Cty., 53 So. 3d 1188 (4th Dis. Ct. App. 2011).

Additionally, JBT is informed that, following a cure notice and unsatisfactory response, TK has been terminated from a project at the Charlotte Douglas International Airport due to its inability to perform to the contract specifications. Given the relevance of TK’s current nonperformance to its responsibility as a contractor, the Authority should be compelled to investigate TK’s termination from the Charlotte
project. This is particularly pressing due to TK’s reliance on the Charlotte project in its bid as evidence of its ability to perform. The Charlotte Douglas International Airport RFP Project Manager – CLT Center, Crystal Bailey, may be reached at 704-359-4813 or cibailey@cltairport.com.

**TK’s Bid was Nonresponsive Because Its Proposed Installer Does Not Meet the Minimum Qualifications**

Under the terms of the RFP, bidders or subcontractors performing the installation requirements were required to “have successfully installed no less than three (3) passenger boarding bridge projects in the United States on projects of similar size and scope within five (5) years prior to the date bids are due.” Addendum 2 at Item 2; RFB at B.01.; Section 118504 – page 3, 1.4(H) ( “[q]ualified manufacturers and installers will have completed no less than three (3) jobs of similar size and scope within the last five (5) years.”). TK’s proposed installer, ATS, does not have the experience to meet this requirement; none of its previous contracts involved work within the size and scope of the present RFB requirements.

The RFB described the scope of the work for the project as “the replacement of the twenty-seven (27) Passenger Boarding Bridges (PBBs), modifications to existing foundations for twenty-five (25) PBBs, construction of two (2) new foundations for gates C1 and C2, and engineered parking layouts that anticipate the carriers aircraft needs for the foreseeable future.” RFB at C.01. Yet the chart of ATS’ prior experience, provided to the Authority by TK, proves that ATS cannot meet the minimum qualification requirement:

<table>
<thead>
<tr>
<th>Location</th>
<th>No. of Gates</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Houston 1610</td>
<td>7</td>
<td>PBB Removals</td>
</tr>
<tr>
<td>Houston 1611</td>
<td>9</td>
<td>PBB Removals and Reinstalls</td>
</tr>
<tr>
<td>Houston 1616</td>
<td>13</td>
<td>New PBB Install</td>
</tr>
<tr>
<td>Phoenix 1806</td>
<td>5</td>
<td>(3) PBB Removal &amp; Reinstall, (2) New PBB Installs, (3) Fuel Pits, and (2) Foundation Installations</td>
</tr>
<tr>
<td>Houston 1810</td>
<td>6</td>
<td>PBB Removals</td>
</tr>
<tr>
<td>DFW 1821</td>
<td>9</td>
<td>(7) Relocates and (2) New Installs</td>
</tr>
<tr>
<td>Phoenix</td>
<td>36</td>
<td>Evaluation and Inspection of PBBs</td>
</tr>
<tr>
<td>DFW</td>
<td>11</td>
<td>Refurbish/Reconfigure (11) PPBs and replace ancillary equipment</td>
</tr>
<tr>
<td>DFW 1914</td>
<td>12</td>
<td>(6) PBB Removals &amp; (6) New PBB Installs</td>
</tr>
</tbody>
</table>

The project involving the largest number of gates, 36 at Phoenix, does not involve installation work at all; it consisted exclusively of the “evaluation and inspection” of bridges, tasks of far less scope and

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3 TK’s submission to the Authority omitted the project numbers from the location column, perhaps in an effort to conflate separate projects. Based on a bid received by JBT from ATS, JBT has inserted these numbers where known.
complexity than the installation work required here. And none of the remaining projects are similar in size to the RFB requirements. In the last five years, ATS has not had a single project—much less the three required to meet the minimum qualification standard—in which it installed half the quantity of 27 replacement bridges needed here.

As a result of ATS’ failure to satisfy the minimum requirements, TK’s bid should have been deemed nonresponsive. As stated in the RFB, “[a]ny bid received which does not meet these minimum qualifications will be deemed nonresponsive.” RFB at B.01. Additionally, a bidder’s “[f]ailure to meet mandatory minimum qualifications” will result in its automatic disqualification. Id. at A.19. As indicated above, TK’s proposed subcontractor for the installation work did not meet the minimum requirements. Therefore, TK’s bid should have been deemed nonresponsive and TK should have been automatically disqualified.

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It is a basic tenant that in order to maintain a procurement system of quality and integrity, agencies must engage in fair and open competition and award only to “to the responsible and responsive vendor whose proposal is determined in writing to be the most advantageous.” Florida Statutes §§ 287.001, 287.057(1)(b)(4); Lee Cty. Port Authority Purchasing Manual § 1.1. An award to TK would flout this mandate. Plainly put, TK is not a responsible and responsive bidder. It has repeatedly told the Authority that it cannot provide the required PBBs and, in an attempt to nonetheless secure the contract, has attempted to obfuscate and misrepresent its compliance with the RFB requirements. JBT therefore respectfully requests that the Authority reject the award to TK and instead proceed with an award to JBT, the true lowest responsive and responsible bidder.

Thank you for your prompt response.

Regards,

Frank Moore
Vice President, Gate Equipment

CC: Mr. James Marvin, JBT Executive Vice President and General Counsel
    Mr. Brian DeRoche, President, Jetway
    Mr. Neil O’Donnell – Legal Counsel, Rogers Joseph O’Donnell

Attachment: JBT’s Notice of Intent to Protest
July 16, 2020

Melissa M. Wendel, CPPO
Procurement Manager
mmwendel@flylcpa.com
Lee County Port Authority
Southwest Florida International Airport
11000 Terminal Access Road, Ste. 8671
Fort Myers, FL 33913

RE: Notice of Intent to Protest regarding REQUEST FOR BIDS (RFB) 20-53MMW for PASSENGER BOARDING BRIDGE REPLACEMENT at the SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

Ms. Wendel,

Pursuant to Section A22 “RIGHT TO PROTEST” in the RFB documents, as well as the Lee County Port Authority Purchasing Manual, JBT AeroTech Corporation (JBT) protests the pending award of the noted project. JBT is in receipt of the Intent to Award notification in favor of ThyssenKrupp Airport Systems, Inc (TK). This letter is JBT’s Notice of Intent to File a Bid Protest of that intended award. JBT will file its formal written protest within five business days as provided by Section 10.1D of the Lee County Port Authority Purchasing Manual. For the following reasons, TK’s bid should have been rejected and JBT – the lowest responsive and responsible bidder remaining – should have been selected for award.

ITEM 1 – TK’s Bid Was Nonresponsive Because Its PBB Cannot Comply with the RFB’s Technical Requirements

TK is unable to meet the specifications of the bid documents and its bid must be considered nonresponsive. Specifically, TK itself has repeatedly informed the Lee County Port Authority (the “Authority”) that it cannot meet the following technical requirements set forth in Specification 118504 1.12 MATERIALS, PART AND PROCESSES:

1. **Section 11 8504-page 18, 1.12R.8.b Vertical Drive—Electrical Mechanical**
   
   The RFB requires that the vertical drive column be electromechanical. In the written questions and clarification requests, incorporated in the RFB by Addendum 2, TK stated that it was unable to provide a bid with an electromechanical ball screw lift system. In Question 32, TK wrote:

   Reference: Section 118504-18: Vertical drive column shall be electromechanical. thyssenkrupp’s vertical drive consists of two (2) extra capacity hydraulic rams.
   
   .... We have this same system in use in Orlando, Tampa, and Miami to name a few. .... We kindly ask that you accept our standard design. *If electro-mechanical ball screw lift system is required, we will be unable to provide a bid.*

Addendum 2 at Q32 (emphasis added). In response, the Authority rejected TK’s proposal to allow for a hydraulic system and instead confirmed that the “[s]pecifications require electromechanical lift columns.” Addendum 2 at A32.
TK tried once more to convince the Authority to change the vertical drive column specification and allow for the use of a hydraulic lift system. In Addendum 4, it again requested that the Authority allow for its “standard design” which uses hydraulic rams, and reiterated its inability to provide a compliant bid:

Section 118504-18: Vertical drive column shall be electromechanical. Regarding question and answer 32 from Addendum 2 that discusses our lift column design. thyssenkrupp’s vertical drive consists of two (2) extra capacity hydraulic rams.

.... If you require us to bid to their standard, it will be a complete redesign and will be cost prohibitive for this bid. .... We kindly ask that you accept our standard design. If electro-mechanical ball screw lift system is required, we will be unable to provide a compliant and competitive bid.

Addendum 4 at Q58 (emphasis in original). As before, the Authority responded that it would not change the specification and that electromechanical lift columns were required. Addendum 4 at A58. In this same addendum, TK repeatedly stated its intent to propose the use of a hydraulic system. Addendum 4 at Q14 (TK requesting the use of solenoid valves on “the hydraulic lift cylinders”), Q20 (requesting the use of “velocity fuses on the hydraulic lift cylinders”), Q29 (stating that the proposed “vertical drive system incorporates single-acting hydraulic cylinders”). In each instance, the Authority’s answer pointed to the specification 118504 requirement that electromechanical lift columns be used. See Addendum 4 at A14 (“The PBB specification 118504 requires electromechanical lift columns as answered in a previously issued addendum.”), A20 (“The PBB specification 118504 requires electromechanical lift columns as answered in previous addenda Q&A.”), A29 (same).

Because TK’s PBB does not include an electromechanical vertical drive, it is technically noncompliant and must be rejected.

2. Section 11 8504-page 14, 1.12J.7 Materials, Parks and Processes

The RFB required that “[a]ll intersection steel panels, eg. side to top, side to bottom, of exterior steel sections of the passenger boarding bridge shall be 100% welded. Caulk shall not be used to provide weather seals."

As with the electromechanical lift system, TK put the Authority on notice through its questions and requests for clarification, that it could not provide a continuous weld bridge, and requested that the specification be changed.: In Question 17 of Addendum 4 TK stated:

Section 11 8504-page 14, 1.12J.7 .... Specifications are requiring continuous welding which would be a requirement of a corrugated tunnel design. W use “C” channel panels, which are continuously welded on the top and bottom, but are spot welded on the sides, and caulked to provide the final seal. .... If continuous weld is mandatory, this will prevent us from submitting a compliant, competitive bid. We respectfully ask that our standard tunnel structure be accepted.
Addendum 4 at Q17 (emphasis added). The Authority rejected this request; it responded by reiterating that “[c]aulking shall not be permitted for weathersealing.” Addendum 4 at A17.

Because TK conceded that it was unable to provide a PBB that meets the technical requirements of the RFB, its bid should have been rejected as nonresponsive.

3. **Section 11 8504-page 31, 1.12AB.10.k and 1.12AB.10.m Finished and Materials**

These technical specifications of the RFB required that the sub-floor in the cab and bubble area and C tunnel subfloors be aluminum. Here too, TK stated that it would be unable to provide a technically compliant bid unless a change was made to the specifications, and the Authority declined to alter the technical requirements of the RFB:

> Specification No. 118504, page 31, 1.12.AB.10.1 Aluminum Sub-Floor While our exterior cab area at the articulating cab floor is aluminum, we request the use of our standard carbon steel floor in the cab bubble area. *If our standard is not allowed, we will not be able to provide a compliant or competitive bid.*

Addendum 4 at Q37 (emphasis added); see Addendum 4 at A37 (“C tunnel and cab flooring shall be aluminum per PBB specification 118504 section 1.12.AB.10.m.”). See also Addendum 4 at Q40 (requesting no subfloor and “[i]f you do require a sub floor, can we use galvannealed steel instead of aluminum”), A40 (rejecting change to specifications); Addendum 2 at Q38 (requesting use of “formed, galvannealed [sic.] sheet metal panels”), A38 (“Aluminum floor is required.”)

**ITEM 2 – TK Has Demonstrated That It Is Not a Responsible Bidder, And, Therefore, Its Bid Must Be Rejected**

Alternatively, if TK has submitted a bid claiming that it will meet any of these three RFB technical requirements, it should be rejected as a non-responsible bidder. The Authority’s Purchasing Manual defines a Responsible Bidder as “a person who has the capability in all respects to perform fully the contract requirements and the integrity and reliability which will ensure good faith performance of the contract.” Authority Purchasing Manual, § 2.1, Definitions; see also RFB at B.02 (describing a responsible bidder as having, among other things, “integrity, reliability, [and] capacity”). As discussed above, TK itself told the Authority repeatedly in questions submitted no more than two weeks before bids were due, that its product did not provide electromechanical lift systems, continuous welds and aluminum flooring in the bubble area. It stressed that if those requirements were maintained, it could not bid. If it submitted a bid reversing course completely and claiming that it would meet those requirements, the Authority cannot reasonably conclude that TK has “the capability in all respects to perform fully the contract requirements.” Moreover, such an abrupt and virtually instantaneous reversal of position would mean that TK was lying to the Authority either in its representations that it would be unable to bid if these conditions were maintained, or in its sudden claim that it could in fact provide those features. In one respect or the other, TK was not demonstrating the “integrity and reliability which will assure good faith performance of the contract” as is required to be a responsible bidder. Authority Purchasing Manual § 2.1.
ITEM 3 – TK’s Bid Was Nonresponsive Because Its PBB Could Not Have Been UL/ETL Certified

The RFB required that the proposed PBBs “conform to the requirements of the National Fire Protection Association (NFPA) ‘Standards of Construction and Protection of Aircraft Boarding Walkways,’ NFPA-415, latest edition.” Section 11 8504-page 9, 1.12C.9. To provide compliance with this requirement, bidders were required to provide as part of their bid submittals certificates from a Nationally Recognized Testing Laboratory in the United States and “[p]rovide written certification that the total PBB, including any design changes, is in compliance with NFPA 415, most recent edition.” Id. (emphasis added); see also Section 11 8504-page 3, 1.5B.2 (requiring that bidders provide NFPA certificates and compliance statements with their bids).

In addition, the RFB required that the proposed PBB “be UL, or ETL listed and shall be labeled by a nationally recognized testing laboratory at the time of bid.” Section 11 8504-page 6, 1.6C (emphasis added). As with the NFPA 415 requirement, offerors were directed to “submit verification [of their UL or ETL listing/labeling] with bid submittals.” Id (emphasis added); see also Section 11 8504-page 4, 1.5B.6 (requiring UL/ETL certification).

Based on TK’s representations in May 2020 that it did not currently have a technically compliant PBB in its catalogue and would have to undergo a “complete redesign” of its PBB in order to become compliant, JBT is informed and believes that TK could not have submitted the required safety testing certifications. Addendum 4 at Q58; Addendum 4 at Q17 (caulking part of TK’s “standard tunnel structure”), Q37 (TK requesting use of “standard carbon steel floor in the cab bubble area”). Even if TK’s standard PBB had been certified as NFPA 415 compliant and was listed/labelled by UL or ETL, the significant design changes to the walks, flooring, welds and the addition of aluminum to the cab would require a recertification by a Nationally Recognized Testing Laboratory. It is simply impossible that TK was able to obtain these certifications in the weeks between their May 2020 statements that they were unable to provide a PBB that met the technical requirements of the RFB and bid submission on June 2, 2020.1

JBT was required to undergo a large, expensive redesign of their PBB cab to incorporate aluminum into the structure, in lieu of steel, years ago. JBT was forced to undergo a complete recertification of the PBB, at great expense to JBT, due to this material change. Significantly, the ETL recertification of JBT’s PBB took seven months to be completed. Because TK has not included aluminum flooring in its design before, it would also be required to recertify its PBB if it were to incorporate aluminum into its design now – a process that would take months, not weeks. For this reason, any PBB proposed by TK cannot meet the requirement for UL/ETL certification, including any design changes, at the time of bidding.

Because TK could not have provided the submittals required by the RFB, its bid should have been deemed nonresponsive.

---

1 JBT is informed and believes that TK’s PBB system ETL certification was last updated in 2017 and therefore could not include the critical design changes required for a technically compliant PBB.
ITEM 4: TK's Bid Was Nonresponsive Because It Could Not Have Proposed an Installation Contractor Who Meets the Minimum Qualifications

In RFB Part B, Special Instructions and Requirements, B.01 Minimum Qualifications, the RFB it states that “Bids will be accepted from installer that have successfully installed no less than three (3) passenger boarding bridge projects installed in the U.S. on projects of a similar size and scope within five (5) years prior to the date bids are due.” RFB at B.01; see also Addendum 2 at Item 2.

JBT requested installer qualifications to satisfy this experience clause. Firms contacted were AeroBridgeworks, Skycon, Airport Technical Support (ATS), Vanderlande, Elite Terminal Services and Airport Bridge Company (ABC). Only two installers qualified to these requirements: Aero Bridgeworks, who was precluded from bidding per the Q&A, and Skycon, the only installer eligible to work on this project that satisfies this requirement after AeroBridgeworks' disqualification. Skycon has informed JBT that TK has not contacted them regarding the project. This was a major concern to them as Skycon knew that only they and AeroBridgeWorks met the experience clause found in the specification documents. TK, therefore, could not have proposed an installation contractor who meets the required minimum qualifications. For this reason as well, its bid should have been found nonresponsive.

For the foregoing reasons, JBT respectfully requests that the Authority reject the award to TK and instead proceed with an award to JBT, the lowest responsive and responsible bidder.

***

Per the Lee County Port Authority Purchasing Manual, Section 10.1.E, JBT has submitted a $10,000 bond.

JBT will file a formal written protest within five business days and reserves its right to amend this protest as per the Lee County Port Authority Purchasing Manual.

I can be reached via mobile phone at (801) 940-1850, email via frank.moore@jbtc.com or at our office at 1805 West 2550 South, Ogden, Utah 84401.

I look forward to hearing from you.

Regards,

Frank Moore
Vice President, Gate Equipment

CC: Mr. James Marvin, JBT Executive Vice President and General Counsel; Mr. Brian DeRoche, President, Jetway; Mr. Neil O'Donnell – Legal Counsel, Rogers Joseph O'Donnell
References: (1) Addendum 2 & 4 Questions & Answers related to Hydraulic vs Electromechanical Lift Systems, (2) Addendum 2 & 4 Questions & Answers related to Aluminum in Cab and C Tunnel, (3) Addendum 2 & 4 Questions & Answers related to Seam Welding
REFERENCE #1 - Electromechanical Lift System

ADDENDUM 2

<table>
<thead>
<tr>
<th>Q #</th>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>JBT manufactures both hydraulic and electromechanical lift columns, please confirm only electromechanical columns should be used.</td>
<td>Correct</td>
</tr>
</tbody>
</table>

Reference: Section 118504-18: Vertical drive column shall be electromechanical. thyssenkrupp's vertical drive consists of two (2) extra capacity hydraulic rams. Each ram is independent of the other and capable of supporting the bridge under full design load. An adjustable flow control valve provides the required lift speed. The design includes internally mounted pilot operated check valves that prevent the bridge from descending in the event of fluid loss or other system failure. Mechanical stops in the cylinders prevent over travel and do not cause any damage should they be reached. A single hydraulic power unit prevents mis calibration as seen on Ball Screw designs and it is mounted at the wheel cross-member for easy access for maintenance. It should also be noted that no periodic maintenance is required on a thyssenkrupp PBB roof with our hydraulic system. **We have been using this system for the last 50 years** successfully. They require much less maintenance and will last the life of the bridge without major overhaul, unlike ball screw assemblies that have to be torn-down and resurfaced near ten years of service. We have this same system in use in Orlando, Tampa, and Miami to name a few. Also, in a previous meeting with the airport before the bid came out this was one of the standard design features that we discussed. It was our understanding from what was stated at that meeting that our standard design features would be allowed. Additionally, during the first pre-bid meeting held by Manhattan Construction we noted that the specification was written specifically for our competitor, JBT. We publicly asked during that pre-bid meeting if the specification would be opened up to allow for our standard design features and it was publicly stated that the specification would be opened up to allow for our standard design features. **We kindly ask that you accept our standard design. If electromechanical ball screw lift system is required, we will be unable to provide a bid.**

Specifications require electromechanical lift columns.
### ADDENDUM 4

<table>
<thead>
<tr>
<th>14</th>
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<tbody>
<tr>
<td><strong>Section 11 8504-page 9, 1.12.C.4</strong> Hydraulic Lift columns shall be equipped with a safety pilot-operated-check-valve and velocity fuses to prevent the bridge from falling in the event of a failure in the hydraulic system. <strong>We request the approval to use solenoid valves instead of the pilot-operated-check-valve and velocity fuses on the hydraulic lift cylinders.</strong> We have used them in the past and have found that when raising the bridge they will lock in place and not allow the bridge to lower. Solenoid operated valves provide the same level of protection without the problems we have experienced using pilot-operated-check-valve and the velocity fuses.</td>
</tr>
<tr>
<td><strong>The PBB specification 118504 requires electromechanical lift columns as answered in a previously issued addendum.</strong></td>
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<tr>
<th>20</th>
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<tbody>
<tr>
<td><strong>Section 11 8504-page 18, 1.12.R.8.a.2</strong> The lift cylinders shall be equipped with internally mounted velocity fuses that prevent the bridge from descending in the event of fluid loss or other system failure. <strong>The hydraulic circuit shall be designed so that the bridge can be lowered manually in the case of power failure.</strong> We request approval to use solenoid valves instead of velocity fuses on the hydraulic lift cylinders. We have used them in the past and have found that when raising the bridge they lock in place and not allow the bridge to lower. Solenoid operated valves provide the same level of protection without the problems we have experienced using the velocity fuses.</td>
</tr>
<tr>
<td><strong>The PBB specification 118504 requires electromechanical lift columns as answered in previous addenda Q&amp;A.</strong></td>
</tr>
</tbody>
</table>

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<tr>
<th>29</th>
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<tbody>
<tr>
<td><strong>Section 11 8504-Page 28 1.12.AA.23.i</strong> Vertical travel limit switches shall be provided to prevent travel of the vertical lift columns into the mechanical stops. <strong>Our vertical drive system incorporates single-acting hydraulic cylinders.</strong> This design has inherent and end-of-travel stops with no chance of over travel. <strong>We request acceptance of our standard system without electrical travel limits.</strong></td>
</tr>
<tr>
<td><strong>The PBB specification 118504 requires electromechanical lift columns as answered in previous addendum Q&amp;A.</strong></td>
</tr>
</tbody>
</table>
Section 118504-18: Vertical drive column shall be electromechanical. Regarding question and answer 32 from Addendum 2 that discusses our lift column design, thyssenkrupp's vertical drive consists of two (2) extra capacity hydraulic rams. The electromechanical system that you are requiring is a JBT standard design feature. If you require us to bid to their standard, it will be a complete redesign and will be cost prohibitive for this bid. Also, in a previous meeting with the airport before the bid came out this was one of the standard design features that we discussed. It was our understanding from what was stated at that meeting that our standard design features would be allowed. Additionally, during the first pre-bid meeting held by Manhattan Construction we noted that the specification was written specifically for our competitor, JBT. We publicly asked during that pre-bid meeting if the specification would be opened up to allow for our standard design features and it was publicly stated that the specification would be opened up to allow for our standard design features. **We kindly ask that you accept our standard design. If electro-mechanical ball screw lift system is required, we will be unable to provide a compliant and competitive bid.**

The PBB specification 118504 requires electromechanical lift columns as previously answered in previous addendum Q&A.
**REFERENCE #2 - Aluminum Flooring**

**ADDENDUM 2**

<table>
<thead>
<tr>
<th>Q #</th>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>38</td>
<td>Section 118504-17 &amp; 31 states that PBB C tunnel shall have aluminum floor. <strong>We request approval to use our standard bridge floor. Our standard floor is made of formed, galvannealed sheet metal panels.</strong> These are installed with a flat internal profile over the entire length of the bridge that allows a continuous surface for the adhesion of carpet. Our proven floor design is in use in over 6000 bridges worldwide.</td>
<td>Aluminum floor is required.</td>
</tr>
</tbody>
</table>

**ADDENDUM 4**

<table>
<thead>
<tr>
<th>Q #</th>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>37</td>
<td>Specification No. 118504, page 31, 1.12.AB.10.1 Aluminum Sub-Floor While our exterior cab area at the articulating cab floor is aluminum, <strong>we request the use of our standard carbon steel floor in the cab bubble area. If our standard is not allowed, we will not be able to provide a compliant or competitive bid.</strong></td>
<td>C tunnel and cab flooring shall be aluminum per PBB specification 118504 section 1.12.AB.10.m.</td>
</tr>
</tbody>
</table>

| 40   | **Regarding question and answer number 38 from addendum 2 that states that the PBB C tunnel shall have an aluminum sub floor. Corrugated tunnel construction bridges require the use of a subfloor due to their design. However, our design does not require a subfloor to be used as we already have a flat surface where the subfloor would go. **We ask that this requirement not apply to us to due to our design. If you do require a sub floor, can we use galvanealed steel instead of aluminum?** | C tunnel and cab flooring shall be aluminum per PBB specification 118504 section 1.12.AB.10.m.                                                                                                         |
# REFERENCE #3 - Seam Welding

<table>
<thead>
<tr>
<th>Q #</th>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDENDUM 4</td>
<td><strong>Section 11 8504-page 14, 1.12.I.7</strong> All intersecting steel planes, e.g. side to top, side to bottom, of exterior steel sections of the PBB shall be 100% welded. Specifications are requiring continuous welding which would be a requirement of a corrugated tunnel design. <strong>We use “C” channel panels, which are continuously welded on the top and bottom, but are spot welded on the sides, and caulked to provide the final seal.</strong> This is required to maintain the structural integrity of the tunnel, attempting to continuously weld the seams would cause warping, and therefore it is not recommended. In order to achieve a complete seal, the seams are sealed with a high quality sealer. This has been used successfully on more than 6,000 bridges, including Miami, Orlando, Fort Lauderdale, Tampa, and Houston, and many other places. <strong>If continuous weld is mandatory, this will prevent us from submitting a compliant, competitive bid.</strong> We respectfully ask that our standard tunnel structure be accepted.</td>
<td>Caulking shall not be permitted for weathersealing</td>
</tr>
</tbody>
</table>
EXHIBIT 1
<table>
<thead>
<tr>
<th>No.</th>
<th>Plan / Spec Item</th>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Notice to Bidders</td>
<td>Considering that there are many questions to be answered, and factored in estimate, we respectfully ask the bid date to be extended until May 5, 2020.</td>
<td>Bid opening date will be May 5, 2020.</td>
</tr>
<tr>
<td>2</td>
<td>Instruction To Bidders, Item 21.03.</td>
<td>It states “Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification.” If a bridge manufacturer exclusively submits a bid to an installer to supply the bridge, and in exchange asks the installer to give an installation quote for the same equipment, than both of them bids for the same total scope of work (effectively each one of them having two chance of winning), would this be acceptable?</td>
<td>Yes, this is acceptable.</td>
</tr>
<tr>
<td>3</td>
<td>Performance, Payment and Maintenance Bond</td>
<td>It is states that the warranty period is for two years. Would warranty start at the end of each phase completion in case Phase II, and Phase III are exercised. Similarly, would the maintenance bond will be issued for each phase separately?</td>
<td>Yes, warranty will start at substantial completion of each phase. Maintenance bond will be issued for each phase separately at substantial completion for Phase I &amp; II and at project acceptance following Phase III.</td>
</tr>
<tr>
<td>4</td>
<td>Attachment F4, Targeted Small Business</td>
<td>It is our understanding that TSB is desirable, but there is no specific goal set to be met for this project. Please verify if or understanding is correct.</td>
<td>Correct, no goal established. Contractor must make Good Faith Efforts to include TSB firm, as defined with Proposal Attachment F4A, and document these efforts on the required form.</td>
</tr>
<tr>
<td>5</td>
<td>Instruction To Bidders, Article</td>
<td>Please clarify if the bid bond will be provided based on the Base Bid, or for the total of Phase I, II and III?</td>
<td>Bid bond shall be based on Base Bid.</td>
</tr>
<tr>
<td>6</td>
<td>Section 34 77 13, 1.04, A, 1</td>
<td>It states that the existing foundations to be used. Please verify that the bidders has to assume that the existing foundations are adequate for the new bridge loads. As part of the submittals, bridge foundation reaction loads will be provided. Please confirm that our above understanding is correct.</td>
<td>Correct. Please assume that the existing foundations are adequate for the new bridge loads.</td>
</tr>
<tr>
<td>Section 34 77 13, 1.04, A, 2 &amp; Section 34 77 13, 1.04, C, 13</td>
<td>Item states that cable retriever for 90 KVA is needed, but later on it implies that a cable hoist will be provided. Please verify that one cable hoist will be used for 90 KVA GPU power, and another one will be used for 28.5 VDC unit. Hoist is mounted on the side of the bridge, whereas, cable retriever is different and mounted under the cab. Although their function is the same, but they are significantly different from each other. It appears that cable retriever and hoist are used interchangeable. If retriever to be used, please provide specifications for it.</td>
<td>The 90kVA cable will be through a contractor provided/installed cable retriever, proposed by the contractor. The 28 vDC cable will be through a contractor provided/installed new cable hoist system.</td>
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<tr>
<td>Section 34 77 13</td>
<td>Please also verify if we are to use the existing GPU aircraft power cable or provide a new one.</td>
<td>New GPU cables to be provided/installed by the contractor for the 90kVA and 28vDC.</td>
<td></td>
</tr>
<tr>
<td>Section 34 77 13, 1.04, A, 5</td>
<td>It states that the power/disconnect panel to be provided. Please clarify if in addition to the panel, new disconnects are to be provided for PBB, PCA, and GPU.</td>
<td>New disconnects are to be provided/installed by the contractor for the PBB.</td>
<td></td>
</tr>
<tr>
<td>Section 34 77 13, 1.04, A, 7</td>
<td>It requires the PBB, GPU, PCA, and Potable Water Cabinets (PWC) to be monitored. Please verify if the existing GPU, and PCA are currently provide the data that is required to be monitored. If they are not capable of generating such data, please clarify how the needed data will be obtained and monitored.</td>
<td>Based on model numbers the equipment should provide the monitoring data. Contractor to verify during site survey prior to bid.</td>
<td></td>
</tr>
<tr>
<td>Section 34 77 13, 1.04, B, 3</td>
<td>It states that the bidder has to inspect the anchor bolts and foundation during the pre-bid meeting, and determine if the existing foundations/anchor bolt pattern is deemed unacceptable, the PBB contractor shall immediately notify the Owner in writing and provide associated costs for the new anchor bolt patterns, baseplate and foundation. Verifying the anchor bolt pattern will be possible by visual inspection, but it is impossible to verify if the foundation is adequate or not. Could you please verify: a. If the existing bolt pattern is #7 (eight bolt)?</td>
<td>a. Existing bolt pattern is shown on AP40 and shall be verified by the contractor. Prior to bid, the Contractor is required to visit the site to survey/verify existing and adjacent gate conditions and thoroughly familiarize themselves with the existing conditions and scope of work as defined in these contract documents. b. The intent is to reuse the existing anchors. Prior to bid, the Contractor is required to visit the site to survey/verify existing and adjacent gate conditions</td>
<td></td>
</tr>
<tr>
<td>Section</td>
<td>Requirement</td>
<td>Description</td>
<td></td>
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<tr>
<td>12, 13, 1.04, B, 6</td>
<td>b. Are the anchor bolts are in good shape and can be used?</td>
<td>It requires the re-installed GPU and PCA to be tested and commissioned. Please provide the brand name, and size of each existing GPU and PCA. It is our understanding that the intent of this paragraph is to demonstrate that the reinstalled GPU and PCA is at the same condition and function as it was before. Please clarify if our understanding is correct.</td>
<td></td>
</tr>
<tr>
<td>13, 1.04, B, 13</td>
<td>c. Existing foundations are to be reused as is.</td>
<td>See table at the end of this document.</td>
<td></td>
</tr>
<tr>
<td>14, 1.04, C, 5</td>
<td>It makes reference to IT Drawing package for and DSM security requirements at the Terminal door, pilot doors, cab bubble, cab bubble roof, and new PBB. Please provide this drawing, or be specify what needs to be provided.</td>
<td>This is referring to the Electrical plans within the project plans set.</td>
<td></td>
</tr>
<tr>
<td>15, 1.04, C, 9 &amp; 10</td>
<td>It states that the gate sign needs to be installed on the right side of the cab. This is another bridge manufacturer’s standard. We install it on top of the fixed cab, at the center. It provides better visibility. Would our standard be acceptable?</td>
<td>Acceptable as noted as it meets the intent of the requirement.</td>
<td></td>
</tr>
<tr>
<td>16, 1.04, C, 15</td>
<td>It requires the existing Telford bag chute to be reused. Page 38, Item 5.i. requires also J&amp;B bag slide to be used. Please verify if both of them are required.</td>
<td>The existing Telford bag chute is mounted in the cab curtain and shall be removed and reused by the contractor along with any modifications required to the spacers to fit the existing bag chute, while a new J&amp;B bag slide shall be provided also at each gate next to the service stairs.</td>
<td></td>
</tr>
<tr>
<td>Section</td>
<td>Question</td>
<td>Answer</td>
<td></td>
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<tr>
<td>34 13, 1.05, O, 1</td>
<td>It states that eight hours of training will be provided for each type of PBB, PWC, and re-used GPU, PWC. Other than the size of the PBB, and PWC, they all comply to the same specifications, therefore eight our training for PBB, and PWC and reused GPU, PCA should be enough. Please verify.</td>
<td>8 hours of training per new equipment provided is sufficient per shift. 8 hours per shift includes PBB, PWC and any modifications made to the existing PCA/GPU (Facilities monitoring, cable retrieval system, hoses, etc).</td>
<td></td>
</tr>
<tr>
<td>34 13, 1.05, O, 4</td>
<td>Please verify that the factory training is limited with the first PBB and PWC.</td>
<td>Correct.</td>
<td></td>
</tr>
<tr>
<td>34 13, 1.09, B, 1</td>
<td>It requires two (2) year warranty. Considering that there will be three phases, please clarify if warranty will start separately for each phase.</td>
<td>Correct.</td>
<td></td>
</tr>
<tr>
<td>34 13, 2A.03, B, 1, c</td>
<td>Please verify that the bridge models stated in the specifications will be used for bidding purpose, and when CAD drawings are provided they will be verified, if bridge models change, price will be adjusted accordingly.</td>
<td>Correct. Contractor to confirm final bridge models based upon CAD drawing review and discussion with the project team.</td>
<td></td>
</tr>
<tr>
<td>34 13, 2A.06, C, 2</td>
<td>It requires PBB to comply with UL 325: Standard for Door, Gate Louver, and Window Operators Systems. This is not related to PBBs. Our bridges are UL listed and complies with UL’s relevant requirements. We ask our standard to be accepted.</td>
<td>Accepted.</td>
<td></td>
</tr>
<tr>
<td>34 13, 2A.07, C, 1</td>
<td>It states that curtains to have metallic finish. Industry standard is galvanized curtains. Would it be acceptable?</td>
<td>Acceptable as noted as it meets the intent of the requirement.</td>
<td></td>
</tr>
<tr>
<td>34 13, 2A.07, C, 1</td>
<td>It states that tunnel roof to have uniform surface (no corrugation). Our design meets this requirement. It further requires continuous welding and no caulking. We use “C” panels which are welded to corner angles and to the tubes at the end of tunnels. Side of the panels are spot welded and seams sealed with high grade sealant. Attempting to continuous welding the seams will cause warping. We have been using this design for more</td>
<td>Acceptable as noted as it meets the intent of the requirement.</td>
<td></td>
</tr>
<tr>
<td>Section</td>
<td>Requirement</td>
<td>Acceptance</td>
<td></td>
</tr>
<tr>
<td>---------</td>
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</tr>
<tr>
<td>24</td>
<td>Section 34 77 13, 2A.07, C, 2</td>
<td>It requires handrails to surround the lift column motors to protect the workers during periodic maintenance. We do not use electro mechanical lift system. Our lift columns don’t have anything to be maintained on the roof. If no maintenance is to be performed at the roof for the vertical lift system, would the requirement of providing the mentioned handrail be deleted?</td>
<td>Correct. If there is no maintenance to be performed at the roof for the vertical lift system, handrails can be deleted. Fall protection shall still be provided in order to inspect the condition of the roof.</td>
</tr>
<tr>
<td>25</td>
<td>Section 34 77 13, 2A.07, C, 4</td>
<td>Please verify that the intent of this paragraph is requiring the tunnels to have smooth roof and walls (no corrugation), which we provide as a standard feature. Please confirm if it is the intent. It further states, that continuous welding of the panels are required. As mentioned earlier, our standard design is based on using “C” panels, welding them on top and bottom corner angles and to tubes at the end of the tunnel, we spot weld the sides, and seal the seams with high grade sealants. This has been used successfully on more than 6,000 bridges, including in Chicago, JFK, Toronto, Saskatoon, Calgary, and at many other places. If continuous weld is mandatory, this will prevent us from submitting a bid. We respectfully ask our standard tunnel structure to be allowed.</td>
<td>Acceptable as noted as it meets the intent of the requirement.</td>
</tr>
<tr>
<td>26</td>
<td>Section 34 77 13, 2A.07, D, 2</td>
<td>It requires the roof to be crowned. We provide smooth roof as our standard. We further use water diverters to deflect water to sides. This has been our standard for the last 50 years and have been used successfully over 6,000 bridges. We ask our standard to be allowed.</td>
<td>Acceptable as noted as it meets the intent of the requirement.</td>
</tr>
<tr>
<td>27</td>
<td>Section 34 77 13, 2A.08, D, 2, c</td>
<td>It requires rain gutters to have yellow / black safety markings. To meet this requirement, we use completely yellow gutter. Please accept our standard.</td>
<td>Acceptable as noted as it meets the intent of the requirement.</td>
</tr>
<tr>
<td>Page</td>
<td>Section</td>
<td>Question</td>
<td>Response</td>
</tr>
<tr>
<td>------</td>
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</tr>
<tr>
<td>28</td>
<td>34 77 13, 2A.08, F, 1, a</td>
<td>It requires ceiling to be eight inch metal plank ceiling. This is our competitor’s standard ceiling finish. We use smooth continuous coil coat painted galvanized metal ceiling finish. It provides better finish, and much easier to maintain. Attempting to provide plank ceiling will require major design change, which we can’t make. We request our standard to be allowed, otherwise we can’t bid.</td>
<td>Acceptable as noted as it meets the intent of the requirement.</td>
</tr>
<tr>
<td>29</td>
<td>34 77 13, 2A.08, G, 1</td>
<td>It requires light fixtures to be placed parallel to the tunnel axis. Our tunnel structure does not allow this, instead we put them perpendicular to the tunnel axis, and provide the same amount of lighting. We ask our standard to be allowed.</td>
<td>Acceptable as noted as it meets the intent of the requirement.</td>
</tr>
<tr>
<td>30</td>
<td>34 77 13, 2A.11, A, 2</td>
<td>It requires steering angle to be adjustable from 18 to 40 degrees per second. This is too fast and not safe for our design. Our wheel bogie can be adjusted from 7 degrees to 14 degrees. We ask our standard to be allowed.</td>
<td>Acceptable as noted as it meets the intent of the requirement.</td>
</tr>
<tr>
<td>31</td>
<td>34 77 13, 2A.11, A, 6</td>
<td>This item requires wheel bogie to have mechanical stop. Our standard wheel bogie allows it to be rotated 90 degrees to right, 90 degrees to left. If this limit is reached, it triggers electric switch, which stops the movement. If this limit switch fails, it triggers a second set of limit switches, which than cuts the power to bridge. It acts as mechanical stop. Even if it is rotates beyond 90 degrees, it does not damage anything. We have used this system for more than 6,000 bridges. We ask our standard to be accepted.</td>
<td>Acceptable as noted as it meets the intent of the requirement.</td>
</tr>
<tr>
<td>32</td>
<td>34 77 13, 2A.12, A, 1</td>
<td>It requires the vertical lift system to be electro mechanical ball screw. We use hydraulic lift system, which is much more suitable for cold climate. We have bridges in many cold climates such as throughout Canada, Chicago even in Siberia. Hydraulic lift system is much more efficient, require less maintenance with respect to electro-mechanical lift system. If electro-mechanical</td>
<td>A substitution request may be submitted for the hydraulic lift system.</td>
</tr>
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<tr>
<td></td>
<td></td>
<td>ball screw lift system is required, we can’t bid.</td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>Section 34 77 13, 2A.13, B, 1, a</td>
<td>We do not use plywood in in our floor construction. We use galvannealed smooth surface. We ask our standard to be allowed. Please describe how carpet is installed and removed from this surface. Also please provide three references.</td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>Section 34 77 13, 2A.13, E, 5</td>
<td>We do not use actuators to deploy canopy. Our design is different from what is specified in the specifications, which is standard of our competitor’s bridge. Our canopy deployment arms don’t require cover. We ask our standard to be accepted. Acceptable as noted as it meets the intent of the requirement</td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>Section 34 77 13, 2A.13, G, 1</td>
<td>It requires CE/CRJ floor, which is JBT’s standard CRJ floor. If we demonstrate that our system meets the performance requirements and equal or better than JBT’s CE floor, would our CRJ floor accepted? Acceptable as noted as it meets the intent of the requirement. Please note mobile bridge adapters are to be reused by the Airlines also.</td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>Section 34 77 13, 2A.13, E</td>
<td>It requires two buttons to deploy right and left actuator arms, and use of pressure sensitive limit switches. Our design does not use actuators, therefore no need for two buttons, nor pressure sensitive limit switches. Our canopy system is activated by pressing one button, which activates both arms. They are deployed and pushed against the aircraft until canopy properly seals on fuselage. One button is needed to retract the canopy. We ask our standard design to be accepted. Acceptable as noted as it meets the intent of the requirement.</td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>Section 34 77 13, 2A.13, O, 1</td>
<td>It states “A service ladder and roof handrail shall be provided to facilitate routine maintenance access to roof components, (e.g. motors, fans): If no roof access is required for routine maintenance, we ask: a) Roof access ladder not to be required. b) If even roof access ladder is required, no handrail should be provided on the roof. a) Roof access ladder shall be provided and installed. b) Accepted while fall protection shall still be provided and installed.</td>
<td></td>
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<tr>
<td>Page</td>
<td>Section/Reference</td>
<td>Question</td>
<td>Response</td>
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</tr>
<tr>
<td>38</td>
<td>34 77 13, 2A.14, P, 1</td>
<td>This requires an electrical disconnect panel to be provided to contain all disconnects. Typically, we use panel board on the rotunda column, and install all disconnects individually on this panel. This makes all disconnects readily accessible and easy to maintain. Would our standard be acceptable?</td>
<td>The PCA and GPU disconnects are mounted on the building or rotunda as shown on the electrical drawings. The existing disconnects will either be reused or new, provided by the Electrical Contractor. The main disconnect/panel for the bridge motors, lighting, and control circuits is shown on the electrical drawings to be mounted on a unistrut support system next to the rotunda. Individual breakers/disconnects will also be required for the bridge motors, lighting, and control circuits. It is acceptable to mount the bridge main disconnect/panel on the rotunda, however, the mounting hardware, brackets, etc. will need to be provided with the rotunda as noted on Sheet AP401, Detail 2. Field welding is not acceptable.</td>
</tr>
<tr>
<td>39</td>
<td>AP400</td>
<td>Drawing states “Architectural finish and attachments to be coordinated with architect in the field”. Please verify who will provide this finish and who will install it.</td>
<td>PBB manufacturer to provide finishes and PBB installer to install them. Shop drawings with samples to be submitted prior to fabrication.</td>
</tr>
<tr>
<td>40</td>
<td>Special Provisions, Attachment 1</td>
<td>We respectfully ask to remove ‘loss of use’ from this section and mutually waive any and all consequential and/or indirect damages by adding the following sentence to this section: “Contractor shall not be obligated or liable for errors, inconsistencies, or omissions produced by Owner or others. In addition unless otherwise specifically agreed to in writing by Owner and Contractor, neither party shall be liable for any special, indirect or consequential damages”</td>
<td>The Airport Authority will not be modifying their Insurance and Indemnification Requirements for this project.</td>
</tr>
<tr>
<td>41</td>
<td>Contract</td>
<td>We respectfully ask the Liquidated Damages to be capped at 10 % of the contract value. In addition, please add the following: “Liquidated damages shall not be assessed for delays not caused by the Contractor. Liquidated damages, when assessed, shall not exceed Contractor’s proportionate share of the responsibility for such</td>
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<td>The Airport Authority will not be modifying Contract with respect to Liquidated Damages.</td>
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<td>delay. This provision does not preclude any claim the Owner may have for direct damages under law”</td>
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</tr>
<tr>
<td>42</td>
<td>Electrical Plans</td>
<td>Do we know how far from the communication j-box to the bridge termination connection points? Per note 1 on all electrical drawing they are requiring us to install a 1 ¼” conduit and I don’t see where that will be.</td>
<td></td>
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<tr>
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<td></td>
<td>Typical connection point to bridge raceway system shown below:</td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>E-601</td>
<td>Detail A2 states that the power connection is by bridge contractor, does that mean the electrical contractor doesn’t have to provide conduit?</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>The Passenger Boarding Bridge Contractor is responsible for the conduit and circuit connections from the Bridge Power Panel to the bridge motors, equipment, lights, receptacles, etc. The Electrical Contractor is responsible for the feeder from the Power Panel (PP-XX) to Bridge Panel (BP-XX)</td>
<td></td>
</tr>
<tr>
<td>44</td>
<td>Contract</td>
<td>Are there any Buy American provisions?</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>No.</td>
<td></td>
</tr>
<tr>
<td>45</td>
<td>General</td>
<td>Can site photos be provided?</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Representative photos will be provided in Addendum 1. A site visit is recommended. Contact Bryan Belt (515) 256-5160 to arrange a site visit.</td>
<td></td>
</tr>
<tr>
<td>46</td>
<td>General</td>
<td>Can O&amp;M manual be provided for the existing GPU and PCAs?</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Manuals will be provided with Addendum 1.</td>
<td></td>
</tr>
<tr>
<td>47</td>
<td>Electrical Plans</td>
<td>I don’t see conduit and wire shown on the electrical plans for the PCA disconnects. Where is the demolition and new work requirements identified?</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>The partial plans only identify the location of the equipment. The demolition of conduit and wire is shown on the one-line diagrams. See Sheet ED1202 for demolition and Sheet E-601 for new work requirements.</td>
<td></td>
</tr>
</tbody>
</table>
48  Electrical Plans  Will the cable for the Facilities Monitoring System be installed in the new 1-1/4” telecom conduit identified on the plans?  A data cable will be installed from the Facilities Monitoring System data jack location identified on Sheet E-400 to the IDF located in the Concourse. This cable will be installed by the Airport. The 1-1/4” conduit in the Concourse and from the Concourse to the PBB will be provided by the Electrical Contractor. Pathways on the PBB will be provided by the PBB Contractor. Pathways and control cabling from the Facilities Monitoring System control station to the GPU, PCA and Potable Water Cabinet will be provided by the PBB Contractor.

49  Bid Proposal  Could a separate bid item be added for the monitoring system?  A revised bid proposal form will be included with Addendum 1 to include three new bid items for the monitoring system. One item for each of the three phases.

<table>
<thead>
<tr>
<th>Gate</th>
<th>PCA</th>
<th>GPU</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Mfg</td>
<td>Size</td>
</tr>
<tr>
<td>A1</td>
<td>Trilectron</td>
<td>30 Ton</td>
</tr>
<tr>
<td>A2</td>
<td>Trilectron</td>
<td>30 Ton</td>
</tr>
<tr>
<td>A3</td>
<td>Trilectron</td>
<td>30 Ton</td>
</tr>
<tr>
<td>A4</td>
<td>Trilectron</td>
<td>30 Ton</td>
</tr>
<tr>
<td>C1</td>
<td>Trilectron</td>
<td>30 Ton</td>
</tr>
<tr>
<td>C2</td>
<td>JBT</td>
<td>30 Ton</td>
</tr>
<tr>
<td>C3</td>
<td>JBT</td>
<td>30 Ton</td>
</tr>
<tr>
<td>C4</td>
<td>JBT</td>
<td>30 Ton</td>
</tr>
<tr>
<td>C5</td>
<td>HOBART</td>
<td>30 Ton</td>
</tr>
<tr>
<td>C6</td>
<td>JBT</td>
<td>30 XPC-3013</td>
</tr>
<tr>
<td></td>
<td>Ton</td>
<td>Hz</td>
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</tr>
<tr>
<td>C7</td>
<td>30 Ton</td>
<td>XPC-3013 Basket JBT</td>
</tr>
</tbody>
</table>
## ThyssenKrupp Airport Systems
### Recommended Spare Parts List

**Project Name:** Southwest Florida Int'l Airport (RSW)  
**Project Number:**  
**Bids:**  
**# of Bridges:** 27

<table>
<thead>
<tr>
<th>Bid Part #</th>
<th>Description</th>
<th>MFG Name</th>
<th>MFG Model #</th>
<th>Base Qty</th>
<th>Project Qty</th>
<th>Unit Price</th>
<th>Total</th>
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<tbody>
<tr>
<td>BDA5228400</td>
<td>HYDRAULIC PUMP</td>
<td>PARKER</td>
<td>334-9112-227</td>
<td>1</td>
<td>2</td>
<td>$368.08</td>
<td>$736.16</td>
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<tr>
<td>BDA5228403</td>
<td>PC FLOW CONTROL</td>
<td>PARKER</td>
<td>FR1015550-20</td>
<td>1</td>
<td>2</td>
<td>$79.20</td>
<td>$158.40</td>
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<tr>
<td>BDA5234600</td>
<td>PILOT OPERATED RELIEF VALVE</td>
<td>PARKER</td>
<td>RAH101550</td>
<td>1</td>
<td>2</td>
<td>$59.53</td>
<td>$119.06</td>
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<tr>
<td>BDA5228405</td>
<td>DIRECTIONAL VALVE</td>
<td>PARKER</td>
<td>DSL1048PD024D</td>
<td>1</td>
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<td>$256.96</td>
<td>$513.92</td>
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<td>BDA5228406</td>
<td>DIRECTIONAL VALVE</td>
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<td>BDA5228407</td>
<td>CHECK VALVE</td>
<td>PARKER</td>
<td>CVH103P</td>
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<td>$26.40</td>
<td>$52.80</td>
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<tr>
<td>BDA5228408</td>
<td>NEEDLE VALVE</td>
<td>PARKER</td>
<td>NVH081S</td>
<td>1</td>
<td>2</td>
<td>$34.85</td>
<td>$69.70</td>
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<tr>
<td>BDA5234168</td>
<td>FILTER ELEMENT, HPU</td>
<td>PARKER</td>
<td>937617Q</td>
<td>10</td>
<td>10</td>
<td>$87.85</td>
<td>$878.46</td>
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<td>BDA5228413</td>
<td>GAUGE</td>
<td>PARKER</td>
<td>2141SXB3000</td>
<td>1</td>
<td>2</td>
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<td>$41.32</td>
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<tr>
<td>BDA5228414</td>
<td>LEVEL GAUGE</td>
<td>PARKER</td>
<td>SNA-254-8-9-0-12</td>
<td>1</td>
<td>2</td>
<td>$44.88</td>
<td>$89.76</td>
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<tr>
<td>BDA5228415</td>
<td>BALL VALVE</td>
<td>PARKER</td>
<td>V502R-8</td>
<td>1</td>
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<tr>
<td>BDA5228416</td>
<td>CYLINDER HOSE ASSEMBLY</td>
<td>TKAS</td>
<td>FAX0641-8-8-62</td>
<td>1</td>
<td>2</td>
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<td>BDA5228417</td>
<td>PO CHECKHOSE ASSEMBLY</td>
<td>TKAS</td>
<td>FAX0641-6-6-67</td>
<td>1</td>
<td>2</td>
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<tr>
<td>BDA5228418</td>
<td>PUMP HOSE ASSEMBLY</td>
<td>TKAS</td>
<td>FAX06OG05-6-10-6-18.00</td>
<td>1</td>
<td>2</td>
<td>$112.86</td>
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<td>BDA5232026</td>
<td>O RING KIT, WILSON HPU</td>
<td>PARKER</td>
<td>A4230293</td>
<td>1</td>
<td>2</td>
<td>$33.00</td>
<td>$66.00</td>
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<tr>
<td>BDA5215690</td>
<td>ELECTRIC MOTOR, 7.5 HP, 460VAC</td>
<td>PARKER</td>
<td>WWE7.5-18-213TD</td>
<td>1</td>
<td>2</td>
<td>$1,445.25</td>
<td>$2,890.49</td>
</tr>
</tbody>
</table>

**Lead-Time estimate 1-2 weeks upon receipt of purchase order. Cost includes FOB TKAS Fort Worth, TX.**

**Note:** The above recommended spare parts listing is standard. Part numbers and prices are subject to change due to project specification requirements.
EXHIBIT 4
DATE: April 4, 2017

TO: All Interested Proposers

RE: Addendum #2, BID-2017-1-JBR, Q & A
Power Distribution & Jet Bridge Replacement Construction Project

The following questions were submitted by bidders, responses are noted in red.

Passenger Boarding Bridges
1.12.R.6 Axles, wheels and tires shall be operated within their respective manufacturer’s recommendations. Tire footprint loads shall be limited to 200 P.S.I. The JBT Jetway standard design relies on solid tires. These do exceed the 200 psi limit specified but they are overwhelmingly accepted across the industry. Please allow our design.
This will be allowed.

SECTION 11 85 02 – POU DX UNITS
1.07.D. The spec requires motors, enclosures, and electrical accessories shall comply with NEMA standards and be so rated. If electrical accessories include contactors and circuit breakers then we cannot comply. We use IEC rated contactors and circuit breakers in our PCA units. IEC contactors are allowed per 2.06.N.4. Please allow our design.
This will be allowed.

2.04.B.2. An inlet Butterfly damper is required. We use outlet dampers. Please allow our design.
This will be allowed.

2.04.G. The DX POU unit components shall operate satisfactorily under ambient temperature conditions of -20° to 140° F (-29° to 60° C). We will not be able to comply with 140° F (60° C) ambient temperature with the blower VFD in the units. The VFDs that are used in the units have standard ambient operating condition of 5° F - 104° F (-15° C to 40° C). We can provide the next size larger VFD which will allow the increase of the ambient temperature to 122° F (50° C). Please allow ambient temperature conditions of -20° to 122° F (-29° to 50° C). This will require the next size larger VFD to be provided in the unit.
This will be allowed to the extent the remaining specifications are adhered to and there are no adverse effects on the VFD or the unit at the project site.

2.04.H. The blower wheel shall receive a two (2) plane dynamic balance at maximum RPM and the maximum allowable vibration velocity shall not exceed 0.1 inch/second or 0.5 MIL displacement. We use blowers manufactured by Aerovent that are balanced in accordance with ANSI/AMCA 204-96 “Balance Quality and Vibration Levels for Fans” to Fan Application Category BV-3, Balance Quality Grade G6.3. Fan Application Category BV-3 is equal 0.15 in/second. Please accept our standard.
This will be allowed.
2.04.J. Where the Dx POU unit components are assembled within a unitized enclosure, provide access doors of the hinged and insulated type. 2.03.J.9 allows as an alternate removable door panels. 2.07.B.1. requires a minimum of 1” thick thermal insulation for units with a unitized enclosure construction. We use hinged doors and bolt on panels to access components inside the PCA unit. Access to the VFD, blower, dampers, and coils require removing a bolt on panel. Access to the air inlet filters requires removing a bolt on louver. Our PCA unit design is not considered to be a unitized enclosure so our hinged doors and bolt on panels are not required to be insulated. Thermal insulation is applied to the evaporator coil and the outlet plenum as required per 2.07.I.1.a. Please accept our standard design.

This will be allowed.

2.05.A.1.d. Aircraft electrical load of 75,000 BTU/H should be used for design. The electrical load as specified for the design aircraft and referenced in the aircraft Maintenance Facility and Equipment Planning manual for each of the required aircraft will be used in place of 75,000 BTU per hour to verify PCA unit sizing. Using 75,000 BTU/H would increase the size of the PCA unit required.

This will be allowed to the extent the remaining specifications are adhered to, including properly cooling the aircraft as specified.

2.05.A.2.a. requires that Class III DX POU units shall be capable of providing a minimum of 240 lb/min of 35°F air at 22” static pressure at the end of a single 14” diameter 75’ long insulated air hoses. The JBT 50 ton unit is rated at 240 lb/min at 22” static pressure and 34-38°F air at the outlet of the unit. 2.05.S.2.b. requires that Class IV DX POU units shall be capable of providing a minimum of 550 lb/min of 35°F air at 35” of static pressure at the end of dual 14” diameter 75’ long insulated air hoses. The JBT 120 ton unit is rated at 550 lb/min at 35” of static pressure and 34-38°F air at the outlet of the unit. Please note that 2.04.E. states that the unit external static pressure shall be defined as the gauge pressure measured at the outlet of the DX POU unit. The DX POU unit’s manufacturer shall submit the gauge pressure the DX POU unit can produce at the outlet of the hose and at the aircraft connection through 75’ of 14” hose.

This will be allowed to the extent the remaining specifications are adhered to, including properly cooling the aircraft as specified.

2.06.D.3. All wiring shall be terminated on terminal blocks and/or suitable connectors. Our standard is to cap the spare wires with heat shrink tubing and neatly secure them in the wire-way system inside the control panel. We request that you allow us to consider the heat shrink cap as a suitable connector. If this is not acceptable then additional manufacturing time and cost for terminal blocks will be required. Please allow our design.

This will be allowed.

2.06.D.4. The specification requires that all wiring shall be in conduit (preferably automotive split loom) or spot tied and shall be routed away from possible pinch points. For clarification, we use cables inside our PCA unit not individual wires that require conduit or automotive split loom. We do not use conduit or automotive split loom with cables. Please allow our design.

This will be allowed.

2.06.D.5. All meter panels and any components containing printed circuit boards or solid state electronics shall be shock mounted. We have components inside our PCA unit that contain circuit boards that are not shock mounted. These components are mounted per the manufacturer’s recommendations.

This will be allowed.
2.06.D.9. Exterior conductor/cables shall be in conduit. Exposed cables will only be allowed where required due to flexibility and then will be limited to a maximum of 48". Exception should be taken to a maximum of 48". We use cables because of flexibility requirements but their exposure is not limited to 48". NEC permits the use of full run exposed cables when flexibility is required.
This will be allowed.

2.07.A.1. Hermetic sealed scroll compressors with integral vibration isolators are required. We solid mount the compressors in our PCA unit per the manufacturers recommendations. Low/high refrigerant pressure cutouts with manual reset are required. We use low and high refrigerant pressure cutouts that are automatic reset. A low oil pressure cutout with manual reset is required. The scroll compressor is not provided with an oil pressure cutout.
This will be allowed.

2.07.I.1.a. Disposable air filters are required. Filter media shall be made from polyurethane foam and open cell structure providing high arrestance and dust-holding capacity. Foam material shall have a flame-resistant additive making id self-extinguishing. Please note that this type of filter is considered to be a washable filter and not disposable.
No response.

2.07.M. A thermostatic expansion valve is required. We will comply by providing an electronic expansion valve in lieu of the thermostatic expansion valve.
This will be allowed.

2.07.N.2.c. The portable laptop computer shall include all hardware and software required to support local communications, trouble shooting and programming of the PCA Dx Unit's controller. We do not allow the PLC in the PCA unit to be programmed by the customer. Read only access will be granted.
This will not be acceptable.

2.07.N.4. Contactors shall be AC operated with 120V 50/60Hz holding coil. The contactors we use have 24VDC coils. Please allow our design.
This will be allowed.

2.07.N.5. Thermostats shall be utilized in the system to maintain the required temperature parameters of the supply air. We do not use thermostats to maintain the required temperature. We use the PLC to maintain temperature and control the unit. Please allow our design.
This will be allowed.

2.07.P.1. The control station shall be housed in a NEMA 4X stainless steel enclosure. The station shall be configured as indicated on the design drawings. Modifications to this configuration must be submitted and approved. Drawing E-702 shows the configuration of the push button control station which does not match our control scheme. We will provide a push button control station with a SST enclosure. This push button control station will follow our standard controls scheme and should be provided for approval. Reference the 511710 drawing for the configuration of the control station for the 50 ton unit.
TBD. No drawings were received.

2.07.T. The hose basket shall be installed at an approved location at the front or side of the wheel bogey as necessary based on aircraft serviced. Drawing M-106 shows a single large bay hose basket with a swivel connection mounted to the left side of the wheel bogie. Drawings ME-200 and ME-201 show the basket mounted on the aircraft side of the drive columns. Nothing is mentioned about extension hose storage and ABC adapter requirements. More clarification will be needed to determine what to provide for hose storage. Please provide.
Please note that it must be verified that there is clearance under the bridge to access the basket for the 120 ton units. There is not enough information to determine this at this time. All information necessary is available. Comply with Section 118502 2.07T.2 which requires the hose basket be mounted at the front or side of the wheel bogey as necessary based on aircraft serviced. Extension hoses are required per M-106 legend note 2.

2.09.C.1. Maximum weight for Class III PCA unit is shown as 4000 lbs. The 50 ton unit weighs approximately 4200 lbs. This will be allowed.

1.12.R.9.a.1 The lift mechanism shall consist of two (2) extra capacity hydraulic rams. Each assembly shall be independent of the other and capable of supporting the bridge under full design load. An adjustable rate pump and cylinder system shall provide the necessary lift speed measured at the aircraft cab bumper. Our standard hydraulic pump is a constant volume pump. An adjustable rate pump adds considerable cost without much benefit. Please allow our standard. This will be allowed.

TECHNICAL SPECIFICATIONS QUESTIONS

SECTION 118504 – PASSENGER BOARDING BRIDGE

Q1: Pg. 1, Section 1.01.A.1 SECTION INCLUDES, “…only truss style (smooth sided) 3-tunnel bridges will be allowed on this project.”

ThyssenKrupp bridges use a standard tunnel design that consists of the exterior side, roof, and floor panels manufactured from 14 gauge galvannealed steel panels attached to a framework of angle and tubing. These panels are formed, welded, sealed, and painted to form the steel enclosure. Strength is derived from the formed sheet metal ribs, while the flat exterior walls provide a pleasing architectural appearance. We kindly request approval of our standard galvannealed steel panels attached by a framework of angle and tubing. It appears as if your description of your PBB meets the definition of a “truss” style PBB, which is allowed. The PBBs must adhere to the requirement contained in 118505 - 1.12.J.7 that requires all intersecting steel plates to be 100% welded.

Q2: Pg. 10, Section 1.12.D.3 Personnel Safety, “OSHA approved handrails will be installed atop ½ the outermost tunnel section to provide fall protection to personnel working on drive motors, etc.”

ThyssenKrupp standard bridges do not require roof access for maintenance on the vertical drive motors, therefore we request an exception to this requirement. We can provide safety cable for the outermost tunnel that can be used if roof access is necessary. Handrails will be required.

Q3: Pg. 12, Section 1.12.G.10 Technical Performance Requirements, “…the PBB shall be capable of achieving a minimum of 12% slope without causing damage to the PBB or ancillary equipment, including PCA or 400 Hz equipment, for maintenance or irregular operation activities.”

ThyssenKrupp standard bridges are adjustable to +/- 10%, which is above the allowable ADA slope of 8.33% and should not hamper maintenance activities for the bridge or ancillary equipment. We kindly ask approval of our standard. To the extent that all aircraft are properly services as specified, and all other performance requirements of the specification are adhered to, this will be allowed.
Q4: Pg. 12, Section 1.12.H.1 Environmental Considerations, “The bridge shall function satisfactorily and in accordance with these specifications under ambient temperatures from -40 degrees F...”

ThyssenKrupp’s standard lowest operational temperature is -25 degrees F. Considering the locale and climate this airport resides in, -25 degrees F should be more than adequate for maintaining bridge function throughout the year. We kindly ask approval of our standard. This will be allowed.

Q5: Pg. 12, Section 1.12.H.4 Environmental Considerations, “PBB shall be equipped with external tunnel roller ice scrapers to remove ice from the tracks prior to contact with the rollers.”

Due to the environment and locale of this airport, we do not foresee a need for this requirement. We request an exception to this requirement. This will be allowed.

Q6: Pg. 14, Section 1.12.J.7 Materials, Parts and Processes, “All intersecting steel planes, e.g. side to top, side to bottom, of exterior steel sections of the passenger boarding bridge shall be 100% welded. Caulk shall not be used to provide weather seals.”

ThyssenKrupp’s standard tunnel side panels are spot-welded and caulked to provide a weathertight seal and an appealing finished appearance. This standard is in use with many airports throughout the country in a variety of harsh environments. We kindly ask approval of our standard in order to provide a competitive bid for this project. This will not be allowed. The specification will stand as is.

Q7: Pg. 18, Section 1.12.R.7 Drive Column, “Wheel/Tire assemblies shall be solid rubber tire tread on forged steel wheels as manufactured by Trelleborg or approved equal.”

Our standard wheel/tire assemblies are from OTR and consist of solid rubber tires and aluminum hubs. These assemblies are in service on many of our standard bridges for a variety of projects. We kindly ask for approval of our standard. This will be allowed.

Q8: Pg. 18, Section 1.12.R.9.a.2 Drive Column, “The lift cylinders shall be equipped with internally mounted velocity fuses that prevent the bridge from descending in the event of fluid loss or other system failure.”

ThyssenKrupp’s hydraulic lift cylinders are equipped with pilot-operated check valves instead of velocity fuses. We have used velocity fuses in the past and have found that when raising the bridge they will lock in place and not allow the bridge to lower. Pilot-operated check valves provide the same level of protection requested, but without the problems that we have experienced previously. We request approval of our standard. This will be allowed.

Q9: Pg. 19, Section 1.12.R.9.b.2 Drive Column, “The hydraulic reservoir (tank) shall have the capability of being electrically heated during severe weather conditions.”

Due to the environment and locale of this airport, we do not foresee a need for this requirement. We request an exception to this requirement. Provided the hydraulic fluid is rated for the SRQ ambient extremes without additional heat, and to the extent that PBB performance is not degraded, this will be allowed.

Q10: Pg. 23, Section 1.12.S.19 Aircraft Cab with Operator’s Station, “Subfloors in the cab area of the PBB, including the porch area outside the double doors shall be provided with aluminum subfloors. Plywood is not allowed.”
While our porch area consists of aluminum, ThyssenKrupp’s subfloor in the cab area is carbon steel and does not utilize plywood. Therefore, the rotting/degredation typically seen with plywood is not present. We kindly request approval of our standard.

This will not be allowed. The specification will stand as is.

Q11: Pg. 30, Section 1.12.AB.22 Electrical System and Components, “The provisions shall include a flush mounted “J” box containing two (2) 12-pair CAT-6 communication cable…”

ThyssenKrupp requests an exception to this. It is our understanding from several cable manufactures and distributors that CAT-6 cable has limited choices of styles and designs. The cable comes in both stranded and solid conductor, but both have physical restraints. Solid cable is not recommended for continuous, flexing applications like the passenger boarding bridge’s cable conveyance systems. It is also desirable to have shielding in this application, but it is not available with this cable. Stranded cable is manufactured for patch cables only and, according to the manufacturer and the standard, should be limited to a maximum of 10 meters in total length. Given the original purpose of this cable, it is not manufactured with the environmental considerations we need, nor with shielding that would be desirable in this application. We kindly request approval of our standard CAT-5E cabling.

This will be allowed.

Q12: Pg. 31, Section 1.12.AB.24.b Electrical Systems and Components, “Tunnel lighting shall be provided by recessed LED panel fixtures with diffusers …shall be positioned parallel to the tunnel centerline…”

ThyssenKrupp’s lighting is aligned perpendicular to the tunnel centerline. We are able to meet all other requirements for tunnel lighting, but ask for acceptance of our standard lighting arrangement.

To the extent that all other lighting requirements are met as specified, and all other performance requirements of the specification are adhered to, this will be allowed.

Q13: Pg. 33, Section 1.12.AC.4.b Finishes and Materials, “Interior wall treatment shall consist of floor to ceiling 4-foot-wide laminated phenolic plastic panels…”

Our wall panels are made from fire-rated, particle board laminated between two pieces of Wilsonart Laminate to provide a durable surface finish. One side is a colored laminate, the other side a phenolic sheet. Melamine resin is used along with phenolic resin to manufacture this laminate surface. These materials are bonded together with kraft paper under high heat and pressure to form the finished decorative product. We request approval to use our standard laminate.

To the extent that all other requirements are met as specified, and all other performance requirements of the specification are adhered to, this will be allowed.

Q14: Pg. 11, Section 1.12.D.15 Personnel Safety, “Interior rain gutters shall be painted with alternating yellow/black safety striping the entire length.”

ThyssenKrupp offers gutters in either a solid safety yellow or solid black for a pleasing finished appearance. We request approval of our standard in the color of the Owner’s choosing. Yellow will be allowed.

Q15: Pg. 26, Section 1.12.U.1 Aircraft Canopy, “Pressure sensitive limit switches shall be incorporated into each side of the closure actuator mechanisms as necessary.”

ThyssenKrupp uses a specially-designed canopy deployment mechanism that precludes the possibility of applying excessive force to the aircraft fuselage. Self-contained struts limit the maximum pressure applied to the aircraft, making a pressure sensor unnecessary. The struts
provide sufficient pressure to extend the canopy and maintain a complete seal with the aircraft fuselage without applying additional contact pressure. Each side lowers independently and stops automatically when contact is made with the aircraft. We request approval of our standard. To the extent that all other requirements are met as specified, and all other performance requirements of the specification are adhered to, this will be allowed.

Q16: Please provide the Airport Layout in CAD DWG format. The Airport Layout CAD DWG will be provided.

Q17: On the Bid Form provided, it shows line items for the “PBB with all ancillaries” as well as line items for the actual ancillary equipment (GPU, PCA, etc.). It seems that this format would cause a “double-charge” once the total Base Bid is calculated. Is this correct? Or should the PBB items exclude the ancillary equipment? There should be no “double-charges”. It will be up to each bidder to determine which items go into which line item. PBB ancillaries can include gate signs, hurricane tie downs, disconnect panels, CCTV, etc.

SECTION 118601 – OVERBRIDGE DEVICE

Q18: Pg. 1, Section 1.01.B.1 SECTION INCLUDES, “Devices may be referred to as “doglegs” or “pantographs”.”

ThyssenKrupp standard bridges are equipped with a side-mounted exterior electrical conveyance system. Our design allows maintenance personnel easy access for inspections or cable additions at all bridge positions and operating conditions and also prevents the need for onsite installation of pantographs. We kindly ask acceptance of our standard. This will be allowed. Note: All cables shall be UL listed and suitable for sunlight exposure.

Q19: If pantographs are required, can MCM be added to the approved manufacturers? From MCM: “We have been sourcing these devices for the entire life of our company and the design goes back to our predecessor company McCormick Morgan. We make arguably the best pantograph so being specifically excluded from the spec is uncalled for.” MCM can certainly be added.

SECTION 118502 – DX POU PCA UNITS

Q20: 2.06.F.1, Twist Inc. units are equipped with TVSS on the power that supplies the OEM Control Boards. We do not have TVSS on the entire unit. May our TVSS on the Control Boards be accepted in lieu of the whole unit? This will not be allowed. The specification will stand as is.

Q21: 2.07.P.1, Twist Inc. remote control station is housed in a NEMA 4X fiberglass box. Is this acceptable in lieu of the required stainless steel box? This will be allowed.

Q22: 2.09.C.1 & .2, Twist Inc. PCA Class III Dimensions are 114”X88”X59”, 4,700 pounds. Our PCA Class IV Dimensions are 160”X88”X62”, 9,300 pounds. We have many of these size units in the field, mounted underneath the C Tunnel, as desired for this project. May our Class I and Class IV unit size and weight be allowed? To the extent the units do not impact PBB operations, this will be allowed.
CONTRACT FORM

Article 9. OWNER DIRECT PURCHASE.

This section states:

“9.1 It is intended that OWNER shall avail itself of its governmental exemption from sales and use taxes, by making “Owner Direct Purchase” (ODP) from the manufacturers of the equipment and materials described in Article 1. Accordingly, OWNER hereby assigns to the CONTACTOR limited authority to act as its agent in taking delivery of said equipment and materials. (…)"

We respectfully ask to confirm that Bidder will be exempt from any Sales and Use taxes related to the project.

Only the equipment for which the Contractor will act as an agent for the Owner is exempt from sales and use taxes. It is the intention of the Owner to purchase the passenger boarding bridges directly from the manufacturer using this method.

ERRATA SHEETS

70-11 Responsibility for Damage Claims.

b. Indemnification:

This section states:

“(1) The Contractor shall indemnify and hold harmless Owner and Engineer and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs), provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and

(b) is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder or arises by or is imposed by Law or Regulations regardless of the negligence of any such party.”

We respectfully ask to remove the following part of the last sentence of 70-11 b. (10 (b): “regardless of whether or not it is caused by a party indemnified hereunder or arises by or is imposed by Law or Regulations regardless of the negligence of any such party.”

This is standard SRQ bid language used on all projects and will not be modified.

This section further states:

“(2) In any and all claims against Owner or Engineer or any of their consultants, agents or employees by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 70-11.b.(1) above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers’ or workmen’s compensation acts, disability benefit acts or other employee benefit acts.(…)”
We respectfully ask to mutually waive consequential and incidental damages.  
This is standard SRQ bid language used on all projects and will not be modified.

**GENERAL PROVISIONS**

**80-8 Failure to complete on time.**

This section states:
"For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection 80-07 titled DETERMINATION AND EXTENSION OF CONTRACT TIME of this Section) the sum specified in the contract and proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his or her surety. (…)"

We respectfully ask the Liquidated Damages to be limited with 0.1 % per day and capped at 10 % of the contract value.  
This is standard SRQ bid language used on all projects and will not be modified.

**90-6 Partial payments.**

This section states:
"Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the Engineer, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. (…)"

We respectfully ask that Owner shall make monthly progress payments as agreed upon in schedule of values. Please confirm that it will be acceptable to include progress billings for engineering, material, and labor costs incurred during the manufacturing process and prior to delivery. 
This is standard SRQ bid language used on all projects and will not be modified.

**SECTION 130**

**COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS**

**Termination for Convenience**

This section states:
"The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor.(…) Owner agrees to pay for: (…)"

We respectfully ask to include the following paragraph after 1. :  
As well as the proportional contract value of work performed, including but not limited to the value of work in process, in transit, delivered to site, or in storage, and for any costs incurred and all work that the Contractor has performed up to the date of termination plus a reasonable rate of profit for the work performed. In addition, the Contractor reserves the right to assess other costs if the Owner terminates for convenience. Except as specifically agreed in writing, termination shall not relieve either party of any obligation arising out of work performed prior to the date of termination. The Owner agrees to limit possession to work and materials previously paid for by the Owner to the Contractor.
This is standard SRQ bid language used on all projects and will not be modified.
70-11 Responsibility for Damage Claims/ a. Insurance:

This section states:

“(…) All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to Owner and Engineer by certified mail.”

Please remove the requirement “materially changed” as Bidder’s insurance carriers will not agree to provide such notice.
This is standard SRQ bid language used on all projects and will not be modified.

This section further states:

“c. Coverages: The limits of liability for the insurance required by, Paragraph 70-11.a shall provide coverage for not less than the following amounts or greater where required by law:

(…) 

(4) Builders Risk/Installation Floater:”

We respectfully ask to amend builder’s risk/Installation Floater to “All-Risk Commercial Property.
This is standard SRQ bid language used on all projects and will not be modified.

This section further states:

d. The Contractor shall obtain in the name of the Owner, Owner’s Protective Liability Insurance which will have the same limits of coverage for the same period as that required in paragraph 70-11.c(2) above for the Contractor’s general liability coverage, including liability for acts of Subcontractors and Subordinate Contractors.

We respectfully ask to remove this requirement as this coverage is not currently available. Alternatively, we could offer additional insured status in lieu of OCP policy.
This is standard SRQ bid language used on all projects and will not be modified.
EXHIBIT 5
The Request for Bids for the above is hereby revised as follows:

**Technical Specifications Revisions**

1. N/A

**Plan Sheet Revisions**

1. N/A

**Schedule Revisions**

1. N/A

**RFB Revisions**

1. Appendix 1 – Bid Detail is replaced with the attached and revised to include acknowledgement of this Addendum No.5.

**Solicitation Questions (Q) and Answers (A)**

1. (Q) Thyssenkrupp’s standard bridge tunnel design consists of the exterior side, roof and floor panels manufactured from 14 gauge galvannealed (galvannealed material provides additional corrosion protection superior to hot-rolled, coil steel, and galvanized) steel panels attached to a framework of angle and tubing. These panels are formed, welded, sealed and painted to form the steel enclosure. Strength is derived from the formed sheet metal ribs, while the flat, exterior walls provide a pleasing architectural appearance. Changing our design to a corrugated or truss style would be significant cost. As an approved manufacturer, we feel that our standard design should be allowed.

(A) The Addendum-3 section 1.12.J.7, specifying welding and caulk, was removed. The Addendum-4 section 1.12.J.7 specifies the components to be installed per manufacturer’s recommendations. The method of construction described above is consistent with the requirements of the contract specification, section 118504, 1.1, A, 1.
Appendix 1 – Bid Detail

Contract No. 9500667
Terminal B & E Passenger Boarding Bridge Replacement Gates B9, B26, E31, E34

1) This is a solicitation for bids on the construction of the project detailed in the contract documents of Appendix 5 – The Agreement. The Contractor shall be responsible for reviewing all existing conditions associated with the work prior to commencement of work activities.

2) The Board reserves the right to reject any bid for any reason, including if, on the face of the bid received, it is clear that acceptance of the bid would not comply with any applicable bidding laws, rules, or regulations.

3) The undersigned Contractor, declares that the only person or parties interested in this Bid as principals are those named herein; that this Bid is made without collusion with any other person, firm, or corporation; that he has carefully examined the Bid Requirements, all incorporated references and Appendices, and the conditions and classes of materials of the Work; and will provide all the necessary supervision, labor, machinery, tools, supplies, equipment, transportation and other facilities, apparatus, and other means of construction and will do all the Work and furnish all the materials called for by such, in the manner prescribed therein and according to the requirements therein set forth, and to perform all other obligations imposed by the Contract Documents for the prices named in the Bid Schedule hereinafter appearing.

4) It is understood and agreed that if awarded the Contract, the Work will commence within ten (10) calendar days after the date of the Notice to Proceed and that the total Work will be completed in accordance with the Schedule of Construction set forth herein.

5) It is further understood that the Prevailing Wage Rates TX180322 revised 01/12/2018, issued by the Department of Labor as established by law are to govern the Work. The Contractor certifies that he has examined the wage rate determination and that prices bid are based on compliance with said determination.

6) Accompanying this Bid is the required Bid Guaranty consisting of Bid Bond or Cashiers’ Check in the amount of five percent (5%) of the total Bid, or in the case of bid alternates, five percent (5%) of the highest total Bid. The certified check accompanying a Bid shall be returned to the Contractor upon execution of the Contract.

7) In the event of the award of a Contract, the undersigned will deposit with the Board a Contract Performance Bond and a Payment Bond as required by the Contract Documents, guarantying faithful performance of the Contract, and any payment of all labor, materials and other sundry items, in accordance with the Contract Documents, and will deliver certificates of insurance evidencing insurance required by the Contract Documents.

8) The Work proposed to be done shall be fully completed and finished to the entire satisfaction of the Board.

9) The undersigned certifies that the price contained in this Bid has been carefully reviewed and is submitted as correct and final.

10) In conformity with the Special Provisions, the amount of liquidated damages for this Contract shall be as shown in Article 1.0, of the Special Provisions.

11) Ancillary/Integral Professional Services – Contractor certifies that in selecting an architect, engineer or land surveyor, etc., to provide professional services, if any, that are required by the specifications, Contractor shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254-004 of the Texas Government Code.

12) Certification of compliance with the provisions of Section 2254-004 of the Texas Government Code:(initial here)_____________
13) Certificate Regarding Debarment And Suspension – By submitting a bid/proposal under this solicitation, the Contractor or offeror certifies that at the time the Contractor or offeror submits its bid/proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

14) Receipt is hereby acknowledged of the following Addenda to the Contract Documents:

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<th>Addendum No.</th>
<th>Date Received</th>
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15) Summary of Bid

a. Base Bid – Contractor agrees to construct Contract No. 9500667, Terminal B & E Passenger Boarding Bridge Replacement Gates B9, B26, E31, E34, in accordance with the contract terms, plans and specifications and to complete the work within three hundred and thirty-five (335) consecutive calendar days for substantial completion, with an additional sixty (60) consecutive calendar days for final completion, from the date set forth in the Notice to Proceed for the following lump sum amount:

BASE BID PRICE: ________________________________ DOLLARS and ____/100 $ ____________

Separate Cost Breakdown (for Tax Exemption Information)

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TOTAL BID Detail

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<td>TOTAL BID</td>
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16) The contract, if awarded, shall be to the lowest responsive, responsible Contractor whose bid, conforming with all materials terms and conditions of the invitation for bids, is the lowest in price.

17) When alternates are used, the Board reserves the right to Contract for any combination of Base and or Alternates stated, or none of the above. Contractor must bid on the base and all alternates. Bids addressing only the base or alternate items will be considered non-responsive.

18) The Contractor shall complete the following statement by checking the appropriate space.

a. The Contractor has ____ has not ____ participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

b. The Contractor has ____ has not ____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

c. If the Contractor has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Contractor shall submit a
compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of contract.

d. Standard Form 100 is normally furnished contractors annually, based on a mailing list currently maintained by the Joint Reporting Committee. In the event a contractor has not received the form, he may obtain it by writing to the following address: Joint Reporting Committee, 1800 G Street, Washington, DC 20506.

e. ( ) The below listed firm is a Disadvantaged Business Enterprise (DBE / M/WBE).

NAME OF CONTRACTOR/CORPORATION: ____________________________________________

CONTRACTOR’S ADDRESS: ________________________________________________________

CITY, STATE, ZIP: ______________________ PHONE NO.: ____________________________

_____________________________ __________________________
PRINTED NAME & TITLE OF PERSON SIGNING BID FEDERAL I.D. NUMBER

SIGNATURE: ____________________________________________________________
(Seal, if bid by a Corporation)
Statement of NFPA 415-2013 (Standard on Airport Terminal Buildings, Fueling Ramp Drainage and Loading Walkways) Compliance

This is to certify that all Passenger Boarding Bridges furnished by ThyssenKrupp Airport Systems, Inc. are designed and manufactured in strict accordance with the requirements of NFPA 415-2013. We further state that:

(1) All components and assemblies of the bridges required to be tested under NFPA 415-2013 have been tested for compliance by a Nationally Recognized Testing Laboratory (NRTL) and meet or exceed the requirements of the standard.

(2) The design and construction of the entire bridge is in compliance with all the requirements of NFPA 415-2013.

(3) There have been no design changes since the component testing that would materially affect the outcome of the test certifications.

NFPA 415-2013 Section 6.4.6 Test of Floors
The bridge floor was tested and complied with NFPA 415-2013 as recorded by Intertek Testing Services NA, Inc. Test Report 3181041SAT-014, which includes material list, tested construction, and compliance information.

NFPA 415-2013 Section 6.4.6 Test of Walls
The bridge glass wall was tested and complied with NFPA 415-2002 as recorded by Southwest Research Institute, Project No. 01.11310.01.001, which includes the test procedure, description of the test assembly, test results, and compliance information.

NFPA 415-2013 Sect 6.4.7 Test of Flexible Closures
The bridge canopy was tested and complied with NFPA 415-2013 as recorded by Intertek Testing Services NA, Inc. Test Report G101258905SAT-002, which includes material lists, tested construction, and compliance information.

NFPA 415-2013 Sect 6.4.8 Test of Cab and Rotunda Slat Curtains
The bridge cab curtains were tested and complied with NFPA 415-2013 as recorded by Intertek Testing Services NA, Inc. Test Report G100015558SAT-001, which includes material lists, tested construction, and compliance information.

NFPA 415-2013 Sect 6.4.9 Test of Bumpers
The bridge bumper was tested and complied with NFPA 415-2013 as recorded by Intertek Testing Services NA, Inc. Test Report 3181041SAT-005B, which includes material lists, tested construction, and compliance information.

NFPA 415-2013 Sect 6.4.10 Tests of Misc. Seals and Weather Stripping Assemblies
The bridge seals were tested and complied with NFPA 415-2013 as recorded by Intertek Testing Services NA, Inc. Test Report 3181041SAT-012, which includes material lists, test construction, and compliance information.
The above mentioned tests have been carried out successfully in accordance with the requirements of the NFPA 415-2013 and all the recorded test reports are available upon request for the review and approval of the Authority having jurisdiction on each project.

Reddy Poondla P.E.
Director of Engineering ET-AS-AIR
1.0 Reference and Address

<table>
<thead>
<tr>
<th>Standard(s)</th>
<th>Applicant</th>
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<tr>
<td>Report Number</td>
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<td>DRAFT Issued: 22-Jan-2014</td>
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<tr>
<td>Address</td>
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</tr>
<tr>
<td>Contact</td>
<td>Jason Bryan</td>
<td>Contact</td>
</tr>
<tr>
<td>Phone</td>
<td>(817) 344-7960</td>
<td>Phone</td>
</tr>
<tr>
<td>FAX</td>
<td>(817) 834-6985</td>
<td>FAX</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:jason.bryan@thyssenkrupp.com">jason.bryan@thyssenkrupp.com</a></td>
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## 2.0 Product Description

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<th>Product</th>
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<td>Brand name</td>
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<td>Description</td>
<td>The product covered in this report is a weather-protected walkway between the airport terminal building and commercial aircraft for enplaning and deplaning airline passengers.</td>
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<td>Other Ratings</td>
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EXHIBIT 7
FOLLOW-UP SERVICE PROCEDURE
(TYPE R)

PASSENGER BOARDING BRIDGES
(QGLA)

Manufacturer:    THYSSENKRUPP AIRPORT SYSTEMS INC
(100238-823)     3201 N SYLVANIA AVE
FORT WORTH TX 76111-3117

Applicant:    SAME AS MANUFACTURER
(100238-823)

Listee:    SAME AS MANUFACTURER
(100238-823)

This Procedure authorizes the above manufacturer to use the marking specified by
Underwriters Laboratories Inc.(UL), or any authorized licensee of UL, only on products
covered by this Procedure, in accordance with the applicable UL Services Agreement.

The prescribed Mark or Marking shall be used only at the above manufacturing location on such
products which comply with this Procedure and any other applicable requirements.

The Procedure contains information for the use of the above named Manufacturer and
representatives of Underwriters Laboratories Inc. and is not to be used for any other
purpose. It is lent to the Manufacturer with the understanding that it is not to be copied,
either wholly or in part, and that it will be returned to Underwriters Laboratories Inc. (UL)
or any authorized licensee of UL, upon request.

This PROCEDURE, and any subsequent revision, is the property of Underwriters Laboratories
Inc.(UL) and the authorized licensee of UL and is not transferable.

Underwriters Laboratories Inc.

Stephen Hewson
Senior Vice President
Global Follow-Up Service Operations

William R. Carney
Director
North American Certification Program
May 19, 2020

Ms. Melissa Wendel  
Lee County Port Authority  
P: 239-590-4556  
E: mmwendel@flylcpa.com

Reference: Passenger Boarding Bridge Replacement Project  
(RFB) 20-53MMW  
Southwest Florida International Airport

Dear Ms. Wendel,

After reviewing Addendum 2 received May 19, 2020, it is apparent that the Lee County Port Authority has issued a sole-source bid for (RFB) 20-53MMW for the procurement of the passenger boarding bridges. Addendum 2 and the technical specification contained within, is restricting competition and is only allowing the equipment from our competitor. While theoretically, anything is possible and anything could be re-engineered, forcing us to design and build a passenger boarding bridge to our competitor’s standard design indirectly, though effectively, eliminates us from submitting a competitive bid.

The technical specification contained in addendum 2 unequivocally states that thyssenkrupp Airport Systems is an approved manufacturer. Furthermore, we actually exceed the required qualifications, as listed in the specification. However, our standard design is not being allowed.

Our Passenger Boarding Bridge design represents an absolute service proven, very modern standard bridge design. It can be found in over 6,000 passenger boarding bridges around the world. And proudly, to name only a few, almost 2000 bridges in North America alone, can be found in reputable world-class airports like Miami, Tampa, Orlando, Fort Lauderdale, Los Angeles, Boston, New York, Newark, Chicago, Washington DC, Toronto, Dallas-Fort Worth, Houston, and Toronto to name a few.

We trust you are aware that this project is employing both State and FAA funding. Therefore, we are convinced that the specification should allow for reliable, impartial, and transparent competition, thus allowing for a fair and competitive bidding process. Considering that there are only two qualified Passenger Boarding Bridge manufacturers in the U.S., it cannot be in the best interest of the Lee County Port Authority to sole-source, neither would it be, we trust, appreciated by the elected Lee County representatives or by officials of the FAA. Furthermore, at this stage, this even precludes to assess the appropriateness, or legality, of deliberately restricting competition.

When this bid was re-issued the second time through the Lee County Port Authority, the specifications became much more one sided and almost identical to our competitor’s PBB specifications. We have identified those items and submitted RFI’s during the allowable time. Although our bridges meet and exceed the performance requirements of the specifications, they differ in some areas from our competitor’s bridges. The following items are significant changes which will force us to completely re-design our bridges. This will make us non-competitive. Additionally, there are several smaller items not
listed below that are our competitors standard that would cause us to make additional design changes and further reduce the competitive bid process.

1. Electro-Mechanical Lift System: Ref. RFI #3, tk-2, tk-9, tk-20
2. Continuous Welding: Ref. RFI #tk-6
3. Plank Type Ceiling: Ref. RFI. # tk-22
4. Both sides of the canopy closure shall be independently adjustable: Ref. RFI # tk-13
5. Tunnel lighting shall be positioned parallel to the tunnel centerline: Ref. RFI # tk-21
6. Corrugated or truss style tunnel construction: Ref. RFI # tk-28
7. Aluminum subflooring: Ref. RFI # tk-31 & 9

In conclusion, We are prepared and intend to deliver a truly competitive offer with a superior technical and perfectly service-proven design and product. We require and expect your support, to ascertain that unjustifiable efforts to deliberately restrict competition shall not be entertained. We are convinced that your airport, county, and Lee County's official representatives wish for and deserve transparent and truly impartial competition.

We are looking forward to hearing from you at your very earliest convenience, especially considering the very tight bid timeframe for Ft. Meyers, to address this serious issue. We are prepared to relinquish on no reasonable effort to ascertain this bid and its very process to be impartial and unbiased.

Sincerely,

Greg Engleby
North America Sales Manager
ThyssenKrupp Airport Systems, Inc.
(817)-734-7324
greg.engleby@thyssenkrupp.com

CC: Mr. Ben Siegel
August 3, 2020

Melissa M. Wendel, CPP
Procurement Manager
mmwendel@flylcpa.com
Lee County Port Authority
Southwest Florida International Airport
11000 Terminal Access Road, Ste. 8671
Fort Myers, FL 33913

RE: Protest regarding Request For Bids (RFB) 20-53MMW For Passenger Boarding Bridge Replacement at the Southwest Florida International Airport

Thank you for the opportunity to present additional materials to the Port Authority’s Bid Dispute Committee.

On July 16, 2020, JBT submitted its Notice of Intent to Protest, detailing the many reasons why the bid of thyssenkrupp (“TK”) should have been rejected and JBT – the lowest responsive and responsible bidder remaining – should have been selected for award. On July 24, 2020, JBT submitted its formal Protest, illustrating the many ways in which TK’s bid was nonresponsive, including because its “completely redesign[ed]” bridge was not UL/ETL listed or NFPA 415-2016 tested and its proposed installer does not meet the minimum qualifications. Additionally, JBT explained that TK was not a responsible bidder because it does not have “the integrity and reliability that will assure good faith performance.” Not only did TK demonstrate a lack of candor with the Authority by attempting to circumvent the requisite safety requirements, but TK has also proved so incompetent that the City of Charlotte was forced to terminate TK’s contract for passenger boarding bridges at Charlotte Douglas International Airport.

Since the submission of its formal protest, JBT has acquired the Notice of Termination of Contract issued by the City of Charlotte on May 18, 2020. In that letter, the City states that TK was given a notice to cure on January 6, 2020. By May 18, 2020, the date of the letter, TK had failed to cure the defaults identified in the cure notice and the City was forced to terminate TK for cause. This means that TK’s representation in its bid that it had been contracted to install 57 PBBs at Charlotte Douglas International Airport by February 1, 2021 was false; when bids were submitted on June 2, 2020, TK already knew that its contract at Charlotte had been terminated. TK’s reliance on this project as evidence of its ability to perform without reference to its termination for cause was misleading at best and deceitful at worst.

The substance of the City’s Notice of Termination also evidences that TK is not a responsible bidder. The City describes TK’s contract work this way:

As a result of our correspondence and discussions, it has become apparent that TKAS lacks the knowledge, familiarity and experience with
its own product that is needed to identify and adequately remedy engineering related deficiencies in both product materials and workmanship. And, it is also apparent that TKAS has failed to propose or provide a team with the requisite skills, knowledge and experience to satisfactorily perform the installation and commissioning services.

Because TK has touted its ability to redesign its standard bridge to meet the Authority’s specifications here, its inability to remedy engineering and workmanship deficiencies at Charlotte is particularly troubling. In addition, TK has represented to the Authority that it “consider[s] [itself] to be the prime installer for projects such as these” because it “directly supervise[s] and manage[s]” all of its installations. See TK Letter to M. Wendel dated July 9, 2020. Yet TK’s substandard installation services was one of the reasons its contract was terminated by the City of Charlotte. Plainly stated, TK is not a bidder who can be trusted.

A copy of the Notice of Termination of Contract issued by the City of Charlotte is attached as Exhibit 1. For the Committee’s convenience, a courtesy copy of JBT’s Notice of Intent to Protest is attached to this letter as Appendix A, and its formal Protest is attached as Appendix B.

***

For the reasons described here and in its prior submissions, JBT respectfully requests that the Authority reject the award to TK and instead proceed with an award to JBT, the true lowest responsive and responsible bidder.

Regards,

[Signature]
Frank Moore
Vice President, Gate Equipment

CC: Mr. James Marvin, JBT Executive Vice President and General Counsel
    Mr. Brian DeRoche, President, Jetway
    Mr. Neil O’Donnell — Legal Counsel, Rogers Joseph O’Donnell

Attachment: Exhibit 1: Notice of Termination of Contract
            Appendix A: JBT’s Notice of Intent to Protest
            Appendix B: JBT’s Protest
May 18, 2020

VIA E-MAIL and U.S. MAIL

Thyssenkrupp Airport Systems
3201 North Sylvania Avenue, Suite 117
Fort Worth, Texas 76111, USA
Attn: Mauro Carneiro, CEO
mauro.carneiro@thyssenkrupp.com

RE: Notice of Termination of Contract
Passenger Boarding Bridges (PBB) - Charlotte Douglas International Airport (CLT)
City of Charlotte Contract No. 2017000779

Dear Mr. Carneiro:

On January 6, 2020 Thyssenkrupp Airport Systems (TKAS) was notified of the City’s intent to terminate its contract with TKAS effective February 7, 2020 if TKAS failed to cure the defaults identified in the letter. Since that date there have been a series of letters exchanged between TKAS and the City. In these letters, the City set out criteria and conditions attached to continuing the contract with TKAS. This dialogue culminated in a meeting on May 14, 2020, with my staff and I and several TKAS personnel to further discuss the situation.

As a result of our correspondence and discussions, it has become apparent that TKAS lacks the knowledge, familiarity and experience with its own product that is needed to identify and adequately remedy engineering related deficiencies in both product materials and workmanship. And, it is also apparent that TKAS has failed to propose or provide a team with the requisite skills, knowledge and experience to satisfactorily perform the installation and commissioning services.

TKAS’s failure to satisfactorily perform the contract work causes me to conclude that the City has no alternative but to terminate the contract. Accordingly, notice is hereby given in accordance with Section 10.2 entitled “Termination by the City for Cause” that the contract between the City of Charlotte and Thyssenkrupp Airport Systems is terminated, effective as of today’s date.

Thyssenkrupp Airport Systems
May 18, 2020
Page Two

TKAS is directed to discontinue any new work under the contract. TKAS is expected to honor its ongoing contractual obligations related to warranty and punch list work, and to address any latent defects that are currently unknown but that become known within the warranty period.

The City will process Payment Application No. 14 in the amount of $147,968.20. With regard to the $847,306.91 in retainage, the City will hold these funds until the leaks and other defective conditions of the existing bridges have been addressed and resolved to our satisfaction. Expenses incurred by the City to obtain that outcome will be subtracted from the retainage. If there is a surplus of funds, they will be paid to TKAS. If there is a shortfall, the City reserves the right to seek reimbursement. In this regard, the City reserves all other rights it may have for remedies in law or in equity.

We regret that this action has become necessary and thank you for the work that was performed under the contract.

If you have any questions, you may contact the undersigned at jlchristine@cltairport.com or at (704) 359.4932.

Sincerely,

Jack Christine, A.A.E.
Chief Operating Officer

cc: Chris Hazen
    Jeff McSwain
    Craig Fox
July 16, 2020

Melissa M. Wendel, CPPO
Procurement Manager
mmwendel@flylcpa.com
Lee County Port Authority
Southwest Florida International Airport
11000 Terminal Access Road, Ste. 8671
Fort Myers, FL 33913

RE: Notice of Intent to Protest regarding REQUEST FOR BIDS (RFB) 20-53MMW for PASSENGER BOARDING BRIDGE REPLACEMENT at the SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

Ms. Wendel,

Pursuant to Section A22 “RIGHT TO PROTEST” in the RFB documents, as well as the Lee County Port Authority Purchasing Manual, JBT AeroTech Corporation (JBT) protests the pending award of the noted project. JBT is in receipt of the Intent to Award notification in favor of ThyssenKrupp Airport Systems, Inc (TK). This letter is JBT’s Notice of Intent to File a Bid Protest of that intended award. JBT will file its formal written protest within five business days as provided by Section 10.1D of the Lee County Port Authority Purchasing Manual. For the following reasons, TK’s bid should have been rejected and JBT – the lowest responsive and responsible bidder remaining – should have been selected for award.

ITEM 1 – TK’s Bid Was Nonresponsive Because Its PBB Cannot Comply with the RFB’s Technical Requirements

TK is unable to meet the specifications of the bid documents and its bid must be considered nonresponsive. Specifically, TK itself has repeatedly informed the Lee County Port Authority (the “Authority”) that it cannot meet the following technical requirements set forth in Specification 118504 1.12 MATERIALS, PART AND PROCESSES:

1. Section 11 8504-page 18, 1.12R.8.b Vertical Drive—Electrical Mechanical
   The RFB requires that the vertical drive column be electromechanical. In the written questions and clarification requests, incorporated in the RFB by Addendum 2, TK stated that it was unable to provide a bid with an electromechanical ball screw lift system. In Question 32, TK wrote:

   Reference: Section 118504-18: Vertical drive column shall be electromechanical. thyssenkropp’s vertical drive consists of two (2) extra capacity hydraulic rams.
   .... We have this same system in use in Orlando, Tampa, and Miami to name a few. .... We kindly ask that you accept our standard design. If electro-mechanical ball screw lift system is required, we will be unable to provide a bid.

Addendum 2 at Q32 (emphasis added). In response, the Authority rejected TK’s proposal to allow for a hydraulic system and instead confirmed that the “[s]pecifications require electromechanical lift columns.” Addendum 2 at A32.
TK tried once more to convince the Authority to change the vertical drive column specification and allow for the use of a hydraulic lift system. In Addendum 4, it again requested that the Authority allow for its "standard design" which uses hydraulic rams, and reiterated its inability to provide a compliant bid:

Section 118504-18: Vertical drive column shall be electromechanical. Regarding question and answer 32 from Addendum 2 that discusses our lift column design. thyssenkrupp's vertical drive consists of two (2) extra capacity hydraulic rams.

.... if you require us to bid to their standard, it will be a complete redesign and will be cost prohibitive for this bid .... We kindly ask that you accept our standard design. If electro-mechanical ball screw lift system is required, we will be unable to provide a compliant and competitive bid.

Addendum 4 at Q58 (emphasis in original). As before, the Authority responded that it would not change the specification and that electromechanical lift columns were required. Addendum 4 at A58. In this same addendum, TK repeatedly stated its intent to propose the use of a hydraulic system. Addendum 4 at Q14 (TK requesting the use of solenoid valves on "the hydraulic lift cylinders"), Q20 (requesting the use of "velocity fuses on the hydraulic lift cylinders"), Q29 (stating that the proposed "vertical drive system incorporates single-acting hydraulic cylinders"). In each instance, the Authority's answer pointed to the specification 118504 requirement that electromechanical lift columns be used. See Addendum 4 at A14 ("The PBB specification 118504 requires electromechanical lift columns as answered in a previously issued addendum."), A20 ("The PBB specification 118504 requires electromechanical lift columns as answered in previous addenda Q&A."), A29 (same).

Because TK's PBB does not include an electromechanical vertical drive, it is technically noncompliant and must be rejected.

2. Section 11 8504-page 14, 1.12J.7 Materials, Parks and Processes
The RFB required that "[a]ll intersection steel panels, eg side to top, side to bottom, of exterior steel sections of the passenger boarding bridge shall be 100% welded. Caulk shall not be used to provide weather seals."

As with the electromechanical lift system, TK put the Authority on notice through its questions and requests for clarification, that it could not provide a continuous weld bridge, and requested that the specification be changed. In Question 17 of Addendum 4 TK stated:

Section 11 8504-page 14, 1.12J.7 .... Specifications are requiring continuous welding which would be a requirement of a corrugated tunnel design. W use "C" channel panels, which are continuously welded on the top and bottom, but are spot welded on the sides, and caulked to provide the final seal. .... If continuous weld is mandatory, this will prevent us from submitting a compliant, competitive bid. We respectfully ask that our standard tunnel structure be accepted.
Addendum 4 at Q17 (emphasis added). The Authority rejected this request; it responded by reiterating that “[c]aulking shall not be permitted for weathersealing.” Addendum 4 at A17.

Because TK conceded that it was unable to provide a PBB that meets the technical requirements of the RFB, its bid should have been rejected as nonresponsive.

3. Section 11 8504-page 31, 1.12AB.10.k and 1.12AB.10.m Finished and Materials

These technical specifications of the RFB required that the sub-floor in the cab and bubble area and C tunnel subfloors be aluminum. Here too, TK stated that it would be unable to provide a technically compliant bid unless a change was made to the specifications, and the Authority declined to alter the technical requirements of the RFB:

Specification No. 118504, page 31, 1.12.AB.10.1 Aluminum Sub-Floor While our exterior cab area at the articulating cab floor is aluminum, we request the use of our standard carbon steel floor in the cab bubble area. If our standard is not allowed, we will not be able to provide a compliant or competitive bid.

Addendum 4 at Q37 (emphasis added); see Addendum 4 at A37 (“C tunnel and cab flooring shall be aluminum per PBB specification 118504 section 1.12.AB.10.m.”). See also Addendum 4 at Q40 (requesting no subfloor and “[i]f you do require a sub floor, can we use galvanealed steel instead of aluminum”), A40 (rejecting change to specifications); Addendum 2 at Q38 (requesting use of “formed, galvannealed [sic.] sheet metal panels”), A38 (“Aluminum floor is required.”)

ITEM 2 – TK Has Demonstrated That It Is Not a Responsible Bidder, And, Therefore, Its Bid Must Be Rejected

Alternatively, if TK has submitted a bid claiming that it will meet any of these three RFB technical requirements, it should be rejected as a non-responsible bidder. The Authority’s Purchasing Manual defines a Responsible Bidder as “a person who has the capability in all respects to perform fully the contract requirements and the integrity and reliability which will ensure good faith performance of the contract.” Authority Purchasing Manual, § 2.1, Definitions; see also RFB at B.02 (describing a responsible bidder as having, among other things, “integrity, reliability, [and] capacity”). As discussed above, TK itself told the Authority repeatedly in questions submitted no more than two weeks before bids were due, that its product did not provide electromechanical lift systems, continuous welds and aluminum flooring in the bubble area. It stressed that if those requirements were maintained, it could not bid. If it submitted a bid reversing course completely and claiming that it would meet those requirements, the Authority cannot reasonably conclude that TK has “the capability in all respects to perform fully the contract requirements.” Moreover, such an abrupt and virtually instantaneous reversal of position would mean that TK was lying to the Authority either in its representations that it would be unable to bid if these conditions were maintained, or in its sudden claim that it could in fact provide those features. In one respect or the other, TK was not demonstrating the “integrity and reliability which will assure good faith performance of the contract” as is required to be a responsible bidder. Authority Purchasing Manual § 2.1.
ITEM 3 – TK’s Bid Was Nonresponsive Because Its PBB Could Not Have Been UL/ETL Certified

The RFB required that the proposed PBBs “conform to the requirements of the National Fire Protection Association (NFPA) ‘Standards of Construction and Protection of Aircraft Boarding Walkways,’ NFPA-415, latest edition.” Section 11 8504-page 9, 1.12C.9. To provide compliance with this requirement, bidders were required to provide as part of their bid submittals certificates from a Nationally Recognized Testing Laboratory in the United States and “[p]rovide written certification that the total PBB, including any design changes, is in compliance with NFPA 415, most recent edition.” Id. (emphasis added); see also Section 11 8504-page 3, 1.5B.2 (requiring that bidders provide NFPA certificates and compliance statements with their bids).

In addition, the RFB required that the proposed PBB “be UL, or ETL listed and shall be labeled by a nationally recognized testing laboratory at the time of bid.” Section 11 8504-page 6, 1.6C (emphasis added). As with the NFPA 415 requirement, offerors were directed to “submit verification [of their UL or ETL listing/labeling] with bid submittals.” Id (emphasis added); see also Section 11 8504-page 4, 1.5B.6 (requiring UL/ETL certification).

Based on TK’s representations in May 2020 that it did not currently have a technically compliant PBB in its catalogue and would have to undergo a “complete redesign” of its PBB in order to become compliant, JBT is informed and believes that TK could not have submitted the required safety testing certifications. Addendum 4 at Q58; Addendum 4 at Q17 (caulking part of TK’s “standard tunnel structure”), Q37 (TK requesting use of “standard carbon steel floor in the cab bubble area”). Even if TK’s standard PBB had been certified as NFPA 415 compliant and was listed/labelled by UL or ETL, the significant design changes to the walks, flooring, welds and the addition of aluminum to the cab would require a recertification by a Nationally Recognized Testing Laboratory. It is simply impossible that TK was able to obtain these certifications in the weeks between their May 2020 statements that they were unable to provide a PBB that met the technical requirements of the RFB and bid submission on June 2, 2020.1

JBT was required to undergo a large, expensive redesign of their PBB cab to incorporate aluminum into the structure, in lieu of steel, years ago. JBT was forced to undergo a complete recertification of the PBB, at great expense to JBT, due to this material change. Significantly, the ETL recertification of JBT’s PBB took seven months to be completed. Because TK has not included aluminum flooring in its design before, it would also be required to recertify its PBB if it were to incorporate aluminum into its design now – a process that would take months, not weeks. For this reason, any PBB proposed by TK cannot meet the requirement for UL/ETL certification, including any design changes, at the time of bidding.

Because TK could not have provided the submittals required by the RFB, its bid should have been deemed nonresponsive.

---

1 JBT is informed and believes that TK’s PBB system ETL certification was last updated in 2017 and therefore could not include the critical design changes required for a technically compliant PBB.
ITEM 4: TK’s Bid Was Nonresponsive Because It Could Not Have Proposed an Installation Contractor Who Meets the Minimum Qualifications

In RFB Part B, Special Instructions and Requirements, B.01 Minimum Qualifications, the RFB it states that “Bids will be accepted from installer that have successfully installed no less than three (3) passenger boarding bridge projects installed in the U.S. on projects of a similar size and scope within five (5) years prior to the date bids are due.” RFB at B.01; see also Addendum 2 at Item 2.

JBT requested installer qualifications to satisfy this experience clause. Firms contacted were AeroBridgeworks, Skycon, Airport Technical Support (ATS), Vanderlande, Elite Terminal Services and Airport Bridge Company (ABC). Only two installers qualified to these requirements: Aero Bridgeworks, who was precluded from bidding per the Q&A, and Skycon, the only installer eligible to work on this project that satisfies this requirement after AeroBridgeworks’ disqualification. Skycon has informed JBT that TK has not contacted them regarding the project. This was a major concern to them as Skycon knew that only they and AeroBridgeWorks met the experience clause found in the specification documents. TK, therefore, could not have proposed an installation contractor who meets the required minimum qualifications. For this reason as well, its bid should have been found nonresponsive.

For the foregoing reasons, JBT respectfully requests that the Authority reject the award to TK and instead proceed with an award to JBT, the lowest responsive and responsible bidder.

***

Per the Lee County Port Authority Purchasing Manual, Section 10.1.E, JBT has submitted a $10,000 bond.

JBT will file a formal written protest within five business days and reserves its right to amend this protest as per the Lee County Port Authority Purchasing Manual.

I can be reached via mobile phone at (801) 940-1850, email via frank.moore@jbtc.com or at our office at 1805 West 2550 South, Ogden, Utah 84401.

I look forward to hearing from you.

Regards,

[Signature]
Frank Moore
Vice President, Gate Equipment

CC: Mr. James Marvin, JBT Executive Vice President and General Counsel; Mr. Brian DeRoche, President, Jetway; Mr. Neil O’Donnell – Legal Counsel, Rogers Joseph O’Donnell
References: (1) Addendum 2 & 4 Questions & Answers related to Hydraulic vs Electromechanical Lift Systems, (2) Addendum 2 & 4 Questions & Answers related to Aluminum in Cab and C Tunnel, (3) Addendum 2 & 4 Questions & Answers related to Seam Welding
REFERENCE #1 - Electromechanical Lift System

ADDENDUM 2

<table>
<thead>
<tr>
<th>Q #</th>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>JBT manufactures both hydraulic and electromechanical lift columns, please confirm only electromechanical columns should be used.</td>
<td>Correct</td>
</tr>
</tbody>
</table>

Reference: Section 118504-18: Vertical drive column shall be electromechanical. thyssenkrupp's vertical drive consists of two (2) extra capacity hydraulic rams. Each ram is independent of the other and capable of supporting the bridge under full design load. An adjustable flow control valve provides the required lift speed. The design includes internally mounted pilot operated check valves that prevent the bridge from descending in the event of fluid loss or other system failure. Mechanical stops in the cylinders prevent over travel and do not cause any damage should they be reached. A single hydraulic power unit prevents misscalibration as seen on Ball Screw designs and it is mounted at the wheel cross-member for easy access for maintenance. It should also be noted that no periodic maintenance is required on a thyssenkrupp PBB roof with our hydraulic system. We have been using this system for the last 50 years successfully. They require much less maintenance and will last the life of the bridge without major overhaul, unlike ball screw assemblies that have to be torn-down and resurfaced near ten years of service. We have this same system in use in Orlando, Tampa, and Miami to name a few. Also, in a previous meeting with the airport before the bid came out this was one of the standard design features that we discussed. It was our understanding from what was stated at that meeting that our standard design features would be allowed. Additionally, during the first pre-bid meeting held by Manhattan Construction we noted that the specification was written specifically for our competitor, JBT. We publicly asked during that pre-bid meeting if the specification would be opened up to allow for our standard design features and it was publicly stated that the specification would be opened up to allow for our standard design features. We kindly ask that you accept our standard design. If electromechanical ball screw lift system is required, we will be unable to provide a bid.

Specifications require electromechanical lift columns.
### ADDENDUM 4

<table>
<thead>
<tr>
<th>Section 11 8504-page 9, 1.12.C.4</th>
<th>The PBB specification 118504 requires electromechanical lift columns as answered in a previously issued addendum.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hydraulic Lift columns shall be equipped with a safety pilot-operated-check-valve and velocity fuses to prevent the bridge from falling in the event of a failure in the hydraulic system. <strong>We request the approval to use solenoid valves instead of the pilot-operated-check-valve and velocity fuses on the hydraulic lift cylinders.</strong> We have used them in the past and have found that when raising the bridge they will lock in place and not allow the bridge to lower. Solenoid operated valves provide the same level of protection without the problems we have experienced using pilot-operated-check-valve and the velocity fuses.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section 11 8504-page 18, 1.12.R.8.a.2</th>
<th>The PBB specification 118504 requires electromechanical lift columns as answered in previous addenda Q&amp;A.</th>
</tr>
</thead>
<tbody>
<tr>
<td>The lift cylinders shall be equipped with internally mounted velocity fuses that prevent the bridge from descending in the event of fluid loss or other system failure. <strong>The hydraulic circuit shall be designed so that the bridge can be lowered manually in the case of power failure.</strong> We request approval to use solenoid valves instead of velocity fuses on the hydraulic lift cylinders. We have used them in the past and have found that when raising the bridge they lock in place and not allow the bridge to lower. Solenoid operated valves provide the same level of protection without the problems we have experienced using the velocity fuses.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section 11 8504-Page 28 1.12.AA.23.i</th>
<th>The PBB specification 118504 requires electromechanical lift columns as answered in previous addendum Q&amp;A.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vertical travel limit switches shall be provided to prevent travel of the vertical lift columns into the mechanical stops. <strong>Our vertical drive system incorporates single-acting hydraulic cylinders.</strong> This design has inherent and end-of-travel stops with no chance of over travel. <strong>We request acceptance of our standard system without electrical travel limits.</strong></td>
<td></td>
</tr>
<tr>
<td>Section 118504-18: Vertical drive column shall be electromechanical. Regarding question and answer 32 from Addendum 2 that discusses our lift column design. Thyssenkrupp's vertical drive consists of two (2) extra capacity hydraulic rams. The electromechanical system that you are requiring is a JBT standard design feature. If you require us to bid to their standard, it will be a complete redesign and will be cost prohibitive for this bid. Also, in a previous meeting with the airport before the bid came out this was one of the standard design features that we discussed. It was our understanding from what was stated at that meeting that our standard design features would be allowed. Additionally, during the first pre-bid meeting held by Manhattan Construction we noted that the specification was written specifically for our competitor, JBT. We publicly asked during that pre-bid meeting if the specification would be opened up to allow for our standard design features and it was publicly stated that the specification would be opened up to allow for our standard design features. We kindly ask that you accept our standard design. If electro-mechanical ball screw lift system is required, we will be unable to provide a compliant and competitive bid.</td>
<td></td>
</tr>
</tbody>
</table>

| The PBB specification 118504 requires electromechanical lift columns as previously answered in previous addendum Q&A. |
REFERENCE #2 - Aluminum Flooring

ADDENDUM 2

<table>
<thead>
<tr>
<th>Q #</th>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>38</td>
<td>Section 118504-17 &amp; 31 states that PBB C tunnel shall have aluminum floor. <strong>We request approval to use our standard bridge floor. Our standard floor is made of formed, galvannealed sheet metal panels.</strong> These are installed with a flat internal profile over the entire length of the bridge that allows a continuous surface for the adhesion of carpet. Our proven floor design is in use in over 6000 bridges worldwide.</td>
<td>Aluminum floor is required.</td>
</tr>
</tbody>
</table>

ADDENDUM 4

| 37  | Specification No. 118504, page 31, 1.12.AB.10.1 Aluminum Sub-Floor While our exterior cab area at the articulating cab floor is aluminum, **we request the use of our standard carbon steel floor in the cab bubble area. If our standard is not allowed, we will not be able to provide a compliant or competitive bid.** | C tunnel and cab flooring shall be aluminum per PBB specification 118504 section 1.12.AB.10.m. |

| 40  | Regarding question and answer number 38 from addendum 2 that states that the PBB C tunnel shall have an aluminum sub floor. Corrugated tunnel construction bridges require the use of a subfloor due to their design. However, our design does not require a subfloor to be used as we already have a flat surface where the subfloor would go. **We ask that this requirement not apply to us to due to our design. If you do require a sub floor, can we use galvanealed steel instead of aluminum?** | C tunnel and cab flooring shall be aluminum per PBB specification 118504 section 1.12.AB.10.m. |
# REFERENCE #3 - Seam Welding

<table>
<thead>
<tr>
<th>Q#</th>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDENDUM 4</td>
<td>Section 11 8504-page 14, 1.12.J.7 All intersecting steel planes, e.g. side to top, side to bottom, of exterior steel sections of the PBB shall be 100% welded. Specifications are requiring continuous welding which would be a requirement of a corrugated tunnel design. <strong>We use “C” channel panels, which are continuously welded on the top and bottom, but are spot welded on the sides, and caulked to provide the final seal.</strong> This is required to maintain the structural integrity of the tunnel, attempting to continuously weld the seams would cause warping, and therefore it is not recommended. In order to achieve a complete seal, the seams are sealed with a high quality sealer. This has been used successfully on more than 6,000 bridges, including Miami, Orlando, Fort Lauderdale, Tampa, and Houston, and many other places. <strong>If continuous weld is mandatory, this will prevent us from submitting a compliant, competitive bid.</strong> We respectfully ask that our standard tunnel structure be accepted.</td>
<td>Caulking shall not be permitted for weathersealing</td>
</tr>
</tbody>
</table>
July 23, 2020

Melissa M. Wendel, CPPO
Procurement Manager
mmwendel@flylcpa.com
Lee County Port Authority
Southwest Florida International Airport
11000 Terminal Access Road, Ste. 8671
Fort Myers, FL 33913

RE: Protest regarding Request For Bids (RFB) 20-53MMW For Passenger Boarding Bridge Replacement at the Southwest Florida International Airport

This letter is the formal protest by JBT AeroTech Corporation ("JBT") of the intended award to thyssenkrupp Airport Systems, Inc. ("TK") under RFB 20-53 MMW for Passenger Boarding Bridge Replacement at the Southwest Florida International Airport. Protestor JBT's address is 1805 West 2550 South Ogden, Utah 84401. Proposed Awardee TK's address is 3201 N. Sylvania Suite 117, Fort Worth, TX 76111. To the extent that there are any disputed issues of material fact, they are described in detail in the following sections.

On July 16, 2020, JBT submitted its Notice of Intent to Protest, detailing the many reasons why the bid of thyssenkrupp ("TK") should have been rejected and JBT — the lowest responsive and responsible bidder remaining — should have been selected for award. A courtesy copy of this Notice of Intent to Protest is attached to this letter. JBT expressly incorporates by reference all of the arguments made in its Notice of Intent to Protest as part of this Formal Protest. For the most part JBT will not repeat those arguments here but rather supplements those arguments with the additional directly relevant points included here. Taken as a whole JBT's protest establishes that TK's bid must be rejected as nonresponsive, and that award must be made to JBT instead.

TK's Bid was Nonresponsive Because It Did Not Comply with the Technical Specifications

As JBT described in Item One of its Notice of Intent to Protest, TK repeatedly informed the Authority throughout the written Q&A process, and up to days before bids were due, that it could not meet the technical requirements of the RFB. JBT has since learned that TK has recently notified other jurisdictions that it was unable to meet identical requirements in the specifications for their procurements.

Section 11 8504-page 18, 1.12R.8.b Vertical Drive—Electrical Mechanical

The RFB requires that the vertical drive column be electromechanical. TK twice attempted to convince the Authority to change this specification and allow for the use of a hydraulic lift system, which it described as part of its “standard design.” Addendum 2 at Q32; Addendum 4 at Q58; see also Addendum 4 at Q14, Q20, Q29 (each referring to components of TK’s hydraulic lift). And twice TK represented that it would be unable to bid if the electromechanical ball screw
lift system specification was not removed. Addendum 2 at Q32 ("If electro-mechanical ball screw lift system is required, we will be unable to provide a bid"); Addendum 4 at Q58 ("If electro-mechanical ball screw lift system is required, we will be unable to provide a compliant and competitive bid.") (emphasis in original).

TK’s representations to the Authority were consistent with its position during an almost contemporaneous Des Moines International Airport RFB Q&A in April 2020. In that Q&A, TK stated that it uses a “hydraulic lift system” and claimed that “[i]f electro-mechanical ball screw lift system is required, we can’t bid.” Exh. 1 at Q32.

JBT understands that TK has provided the Authority a certification that it is now suddenly able to meet this specification requirement. Given TK’s repeated statements in this and other recent procurements that it is not able to meet this requirement, the Authority cannot reasonably give any credence to this claim. In fact, despite having signed such a certification, TK’s bid still indicates that it intends to provide a hydraulic system. The drawings submitted with its bid show a hydraulic lift cylinder, a point which is made explicit by the description of the lift cylinder in Note 4. Exh. 2. In its list of recommended spare parts, TK included 16 line items of “hydraulic spare parts.” Exh. 3. These parts would be wholly unnecessary unless TK intended to provide a hydraulic vertical drive column.

By its own repeated statements TK has made clear that its proposed equipment is technically noncompliant as to its vertical drive and so its proposal must be rejected.

Section 11 8504-page 14, 1.121.7 Materials, Parts and Processes

The RFB required that “[a]ll intersection steel panels, eg. side to top, side to bottom, of exterior steel sections of the passenger boarding bridge shall be 100% welded. Caulk shall not be used to provide weather seals.”

As with the electromechanical lift system, TK informed the Authority that its catalogue did not include a design in which continuous welding is possible. Addendum 4 at Q17. It has taken a consistent position in recent months with the Des Moines International Airport, the Sarasota Manatee Airport, and the Dallas Fort Worth International Airport. Exh. 1 at Q23 (asserting that TK uses “‘C’ panels which are welded to corner angles and to the tubes at the end of tunnels. Side of the panels are spot welded and seams sealed with high grade sealant. Attempting to continuous welding the seams will cause warping” and asserting that it cannot bid a continuously welded design) (emphasis added); Exh. 4 at Q6 (“ThyssenKrupp’s standard tunnel side panels are spot-welded and caulked…”); Exh. 5 at Q1 (TK seeking to avoid “[c]hanging our design to a corrugated or truss style”).

In addition, TK’s C-pan design does not allow for the inclusion of a glass pane window, as required by the RFB’s specifications. PBB-81: PBB Glass Panel Layout; see also RFB at C.02 (“The
base bid includes all of the work shown on the attached contract drawings...”). Instead, the RFB required a truss wall design, which TK does not utilize.

In this respect as well, therefore, TK has made abundantly clear that it is unable to provide a PBB that meets the technical requirements of the RFB. The Authority should not allow itself to be duped by last minute reversals claiming that various key requirements like this one can now suddenly be met. TK’s bid should have been rejected as nonresponsive precisely because, as they have so frequently said, their offering cannot meet this requirement.

Section 11 8504-page 31, 1.12AB.10.k and 1.12AB.10.m Finished and Materials

These technical specifications of the RFB required that the sub-floor in the cab and bubble area and C tunnel subfloors be aluminum. Here too, TK informed airports around that country that its PBB uses a carbon steel subfloor in the cab area. Addendum 4 at Q37, Q40; Addendum 2 at Q38; Exh. 4 at Q10 (“ThyssenKrupp’s subfloor in the cab area is carbon steel”). During the Q&A process, TK represented that it would be unable to provide a bid with an aluminum floor.

Addendum 4 at Q37 (“if our standard is not allowed, we will not be able to provide a compliant or competitive bid.”)

In each of these areas, TK represented in May 2020 that it could not meet the technical specification. Even assuming arguendo that TK was somehow able to redesign its PBB in the two weeks between the time it told the Authority it could not bid and June 2020, when bids were due, it would have been impossible for TK to also acquire the necessary safety certifications. Its current representation of compliance is simply not credible and is not even consistent with its own bid submission. It must be disregarded.

TK’s Bid Was Nonresponsive Because It Did Not Meet the Certification Requirements

In a provision critical to passenger safety, the RFB required that the proposed PBBs meet the relevant fire safety standards. Specifically, the RFB stated that all proposed bridges must “conform to the requirements of the National Fire Protection Association (NFPA) ‘Standards of Construction and Protection of Aircraft Boarding Walkways,’ NFPA-415, latest edition.” Section 11 8504-page 9, 1.12C.9 (emphasis added). To provide compliance with this requirement, bidders were obliged to provide as part of their bid submittals certificates from a Nationally Recognized Testing Laboratory in the United States and “[p]rovide written certification that the total PBB, including any design changes, is in compliance with NFPA 415, most recent edition.” Id. (emphasis added); see also Section 11 8504-page 3, 1.5B.2 (requiring that bidders provide NFPA certificates and compliance statements with their bids). The most recent edition of the NFPA 415 specification is the 2016 edition, which went into effect on June 15, 2015.

In addition, the RFB required that the proposed PBB “be UL, or ETL listed and shall be labeled by a nationally recognized testing laboratory at the time of bid.” Section 11 8504-page 6, 1.6C (emphasis
added). As with the NFPA 415 requirement, offerors were directed to “submit verification [of their UL or ETL listing/labeling] with bid submittals.” *Id; see also* Section 11 8504-page 4, 1.5B.6 (requiring UL/ETL certification).

TK did not, and cannot, meet these requirements. In its bid package, TK submitted a Statement of NFPA 415-2013 compliance and an Intertek Listing Constructional Data report regarding its listing under the “NFPA 415: Standard on Airport Terminal Buildings, Fueling Ramp Drainage and Loading Walkways, 2013 Edition.” Exh. 6. It also submitted a UL listing certificate from August 2009, regarding its UL 325 compliance. Exh. 7. **All of those certifications were to versions of the applicable standard that had long since been superseded by the time of bid.**

**TK’s Proposed PBB Is Not UL/ETL Listed Because It Significantly Varies from the Certified Version**

As detailed in JBT’s Notice of Intent to Protest, TK represented in May 2020 that it could not provide a technically compliant PBB without undergoing a “complete design” of its standard bridge. In a letter dated May 19, 2020, TK informed the Authority that, if the specification were not changed, it would be forced to undergo an extensive redesign of its PBB in order to bid on the project:

The following items are significant changes which will force us to completely redesign our bridges. This will make us non-competitive. Additionally, there are several smaller items not listed below that are our competitors standard that would cause us to make additional design changes and further reduce the competitive bid process.

1. Electro-Mechanical Lift System: Ref. RFI #3, tk-2, tk-9, tk-20
2. Continuous Welding: Ref. RFI #tk-6
3. Plank Type Ceiling: Ref. RFI. # tk-22
4. Both sides of the canopy closure shall be independently adjustable: Ref. RFI # tk-13
5. Tunnel lighting shall be positioned parallel to the tunnel centerline: Ref. RFI # tk-21
6. Corrugated or truss style tunnel construction: Ref. RFI # tk-28
7. Aluminum subflooring: Ref. RFI # tk-31 & 9

Exh. 8.¹ The Authority did not change the specifications after this letter. That means that necessarily TK’s ETL listing from January 2014 (Exh. 6) and UL listing from August 2009 (Exh. 7) are for its standard bridge, and not for one with an electromechanical lift, 100% welded tunnel, aluminum subfloor and

¹ TK’s letter was sent not only to Melissa Wendel, the Purchasing Office representative designated to receive RFIs, but also to Ben Siegel, Lee County Port Authority Interim Executive Director (and possibly others). Any violation of the Authority’s lobbying restriction, which prohibits contact outside of the designated Purchasing Office personnel, requires automatic disqualification from consideration. *See* Lee Cty. Port Authority Purchasing Manual § 4.D. (“Any firm contacting individuals mentioned herein in violation of this warning shall be automatically disqualified from further consideration for any solicitation.”)
glass pane window. See Addendum 4 at Q58; Addendum 4 at Q17, Q37. Each of these design change to the walks, flooring, welds, walls, and subfloors—which are both individually and collectively significant—would require a recertification by a Nationally Recognized Testing Laboratory. Indeed, TK admitted as much to the Authority. Exh. 8 (describing specification requirements as “significant changes which will force us to completely redesign our bridges”).

TK failed to obtain such a recertification. As a result its bid is nonresponsive and must be rejected. Furthermore, its submission of these outdated ETL and UL listings as evidence that it satisfied the certification requirement for the redesigned version of its product was misleading at best. As discussed in more detail below, TK’s submission of outdated certifications as demonstrating the safety of this very different revised design plays fast and loose with critical standards for protection of the travelling public.

**TK Does Not Have a UL/ETL Listing for the Most Recent Edition of NFPA 415**

With respect to the NFPA 415 standard, neither TK’s Statement of Compliance nor its Intertek listing report meets the RFB requirements. As the RFB makes clear, offerors were required to certify and submit evidence that its PBB conforms to “NFPA-415, latest edition.” Section 11 8504-page 9, 1.12C.9 (emphasis added). The latest edition of NFPA 415 is the 2016 edition. Yet TK’s documents state that its PBB was tested with respect to the 2013 edition. TK’s certification to the 2013 edition of NFPA 415 does not satisfy the RFB’s explicit requirement to include with the bid a certification to the “most recent edition”(i.e., the 2016 edition) of that standard. Therefore, TK’s bid was nonresponsive on its face and should have been rejected.

TK’s lack of candor and attempt to sneak outdated certifications past the Authority is even more pronounced with respect to the glass panels in the bridge wall. See PBB-81: PBB Glass Panel Layout. Here, TK lists its glass wall under the heading “NFPA 415-2013 Section 6.4.6 Test of Walls.” But the narrative of the document reveals that TK did not test its glass window bridge under NFPA 415 2016 edition, 2013 edition, or even the 2008 edition standards. Instead, its glass wall was tested to determine compliance with the requirements of the 2002 edition of NFPA 415 by Southwest Research Institute (SwRI), a different laboratory than that from which it received its mark and listing.

This is significant. First, it would have been impossible for SwRI or any other lab to certify that a bridge wall containing glass could fully meet the NFPA 415, 2002 edition standard. Specifically, section 6.2.4 of the 2002 edition expressly disallowed windows in passenger loading walkways: “6.2.4 There shall be no windows other than those located in the ramp access service door and in the cab area for the purpose of operating the aircraft loading walkway.” NFPA 415-02 at § 6.4.2

2 Lest there be any confusion regarding the scope of the ban, the Technical Committee clarified in the 2008 edition that all transparent and translucent materials were banned from use in the passenger walkway. NFPA 415-08 at § 6.4.2 (i); see also Comment on Proposal No 415-9 (“The Committee’s intent of paragraph 6.2.4 has always been to restrict the use of glass and transparent or translucent materials
that SwRI merely tested the glass for compliance with the temperature standards of NFPA 415, and not for compliance with the full NFPA 415 specification.

Second, even if SwRI had improperly certified a bridge wall with a transparent panel as NFPA 415 compliant under the 2002 edition standard, Intertek did not rely on the SwRI certification when it listed TK’s PBB as NFPA 415 compliant in 2014. The January 2014 listing report from Intertek states that Intertek applied the 2013 edition of NFPA 415 to determine eligibility for listing. Exh. 6. And, like the 2002 edition, the 2013 edition of NFPA 415 prohibited the use of windows along the walkway: “[t]here shall be no transparent or translucent walls, windows, or surfaces other than those windows located in the ramp access service door and in the cab area for the purpose of operating the aircraft loading walkway.” NFPA 415-13 at § 6.4.2. This means that the PBB for which the ETL listing and mark was granted could not have included a glass wall or panel, because such bridges would have been expressly out of spec. In other words, the ETL certification provided by TK is for a significantly different TK PBB—one that does not include a glass pane window.

TK failed to meet the requirement that it certify and submit evidence that its proposed PBB, including the addition of glass panels along the walkway, was NFPA 415 (2016 edition) compliant or UL/ETL listed and labelled. The Authority must deem its bid nonresponsive.

The effect of TK’s failure to have its proposed PBB certified cannot be overstated. Without certification from a nationally recognized testing laboratory that TK’s equipment meets the applicable fire and OSHA safety standards, the Authority can have no confidence that TK can ensure passenger safety in its PBB. This means that the Authority is taking on the risk that the equipment will fail, potentially resulting in devastating injury to passengers and airport personnel, including any resultant litigation.

**TK Is Not A Responsible Bidder, And, Therefore Its Bid Must Be Rejected**

Florida law requires not only that an offer must be responsive, offering the agency exactly what it requires, but also that the offeror must be responsible. Florida Statutes § 287.057(1)(b)(4). A responsible offeror must have “the capability in all respects to fully perform the contract and the integrity and reliability that will assure good faith performance.” Florida Statutes § 287.012. By its conduct in this procurement, TK has shown that it cannot be found to be a responsible offeror.

First, as explained above, TK does not have the capability to fully perform the contract. It does not have equipment that meets the requirements for electro-mechanical lifts, continuously welded walls and aluminum flooring. Even if it could somehow cobble together such equipment, which it has repeatedly told this and other Airport Authorities that it cannot, it does not have the necessary certifications, in the passenger loading walkways to the minimum required for safe operation of the walkway. One of the main concerns has been the psychological impact of people being able to see the flames and smoke, potentially negatively impacting the evacuation of the aircraft.”).
required at the time of bid, that such changed equipment would satisfy the applicable safety standards such as NFPA 415. Because such certifications take months to obtain, TK will have already failed in this element of its contract requirements. Thus, TK does not have “the capability in all respects to fully perform the contract.”

Second, TK’s conduct has demonstrated that it does not have “the integrity and reliability that will assure good faith performance” as is required of a responsible bidder. In an effort to pressure the Authority to change the specifications in ways that would be more favorable to it, TK told the Authority less than two weeks before bids were due that it would not be able to bid if the requirements for an electro-mechanical lift, continuous seam weld walls and aluminum flooring remained part of the RFB. But within days, even though the specifications did not change, TK submitted a separate statement specifically representing to the Authority that it would meet all three elements of the specification. TK could not have been truthful on both occasions. Either it had the capability to provide PBBs with these three features or it did not; on one of those occasions it was lying.

TK’s submission of certifications from independent laboratories dated in 2009 and 2014 as applicable to the equipment it proposes here is another element of misrepresentation. Even if it somehow it were able to change its offering within a few days to include these three features, its attempt to pass off certifications obtained several years earlier as relevant to its newly changed equipment would serve as another instance of lack of candor with the Authority that is entirely inconsistent with being a responsible offeror. That conduct is particularly misleading as to its attempt to demonstrate that it has the necessary NFPA certification for a PBB with the specified transparent wall. TK represents itself as having met that requirement by its reference to a certification to the NFPA 415 version from 2002 which expressly precluded glass wall and windows in the PBB walls. The only fair conclusion is that TK is attempting to deceive the authority into believing that it has the necessary certification to satisfaction of a critical fire safety standard when it knows full well that it does not.

This lack of candor is of particular relevance to a responsibility determination given the nature of the matters about which TK’s offer misleads. Enforcement of the applicable NFPA and UL standards are the way that safety for the travelling public, particularly as to the danger of fire, is ensured. TK’s apparent willingness to represent that it has a design certified to these critical safety standards when it does not speaks volumes to the question of whether it is a responsible bidder.

In short, it is apparent that TK has not been truthful with the Authority. In these circumstances, it would be arbitrary and capricious for the Authority to award this contract to it. Academy Express, LLC v. Broward Cty., 53 So. 3d 1188 (4th Dis. Ct. App. 2011).

Additionally, JBT is informed that, following a cure notice and unsatisfactory response, TK has been terminated from a project at the Charlotte Douglas International Airport due to its inability to perform to the contract specifications. Given the relevance of TK’s current nonperformance to its responsibility as a contractor, the Authority should be compelled to investigate TK’s termination from the Charlotte
project. This is particularly pressing due to TK’s reliance on the Charlotte project in its bid as evidence of its ability to perform. The Charlotte Douglas International Airport RFP Project Manager — CLT Center, Crystal Bailey, may be reached at 704-359-4813 or cibailey@cltairport.com.

**TK’s Bid was Nonresponsive Because Its Proposed Installer Does Not Meet the Minimum Qualifications**

Under the terms of the RFP, bidders or subcontractors performing the installation requirements were required to “have successfully installed no less than three (3) passenger boarding bridge projects in the United States on projects of similar size and scope within five (5) years prior to the date bids are due.” Addendum 2 at Item 2; RFB at B.01.; Section 118504 – page 3, 1.4(H) ( “[q]ualified manufacturers and installers will have completed no less than three (3) jobs of similar size and scope within the last five (5) years.”). TK’s proposed installer, ATS, does not have the experience to meet this requirement; none of its previous contracts involved work within the size and scope of the present RFB requirements.

The RFB described the scope of the work for the project as “the replacement of the twenty-seven (27) Passenger Boarding Bridges (PBBs), modifications to existing foundations for twenty-five (25) PBBs, construction of two (2) new foundations for gates C1 and C2, and engineered parking layouts that anticipate the carriers aircraft needs for the foreseeable future.” RFB at C.01. Yet the chart of ATS’ prior experience, provided to the Authority by TK, proves that ATS cannot meet the minimum qualification requirement:

<table>
<thead>
<tr>
<th>Location</th>
<th>No. of Gates</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Houston 1610</td>
<td>7</td>
<td>PBB Removals</td>
</tr>
<tr>
<td>Houston 1611</td>
<td>9</td>
<td>PBB Removals and Reinstalls</td>
</tr>
<tr>
<td>Houston 1616</td>
<td>13</td>
<td>New PBB Install</td>
</tr>
<tr>
<td>Phoenix 1806</td>
<td>5</td>
<td>(3) PBB Removal &amp; Reinstall, (2) New PBB Installs, (3) Fuel Pits, and (2) Foundation Installs</td>
</tr>
<tr>
<td>Houston 1810</td>
<td>6</td>
<td>PBB Removals</td>
</tr>
<tr>
<td>DFW 1821</td>
<td>9</td>
<td>(7) Relocates and (2) New Installs</td>
</tr>
<tr>
<td>Phoenix</td>
<td>36</td>
<td>Evaluation and Inspection of PBBs</td>
</tr>
<tr>
<td>DFW</td>
<td>11</td>
<td>Refurbish/Reconfigure (11) PBBs and replace ancillary equipment</td>
</tr>
<tr>
<td>DFW 1914</td>
<td>12</td>
<td>(6) PBB Removals &amp; (6) New PBB Installs</td>
</tr>
</tbody>
</table>

The project involving the largest number of gates, 36 at Phoenix, does not involve installation work at all; it consisted exclusively of the “evaluation and inspection” of bridges, tasks of far less scope and

³ TK’s submission to the Authority omitted the project numbers from the location column, perhaps in an effort to conflate separate projects. Based on a bid received by JBT from ATS, JBT has inserted these numbers where known.
complexity than the installation work required here. And none of the remaining projects are similar in size to the RFB requirements. In the last five years, ATS has not had a single project—much less the three required to meet the minimum qualification standard—in which it installed half the quantity of 27 replacement bridges needed here.

As a result of ATS’ failure to satisfy the minimum requirements, TK’s bid should have been deemed nonresponsive. As stated in the RFB, “[a]ny bid received which does not meet these minimum qualifications will be deemed nonresponsive.” RFB at B.01. Additionally, a bidder’s “[f]ailure to meet mandatory minimum qualifications” will result in its automatic disqualification. Id. at A.19. As indicated above, TK’s proposed subcontractor for the installation work did not meet the minimum requirements. Therefore, TK’s bid should have been deemed nonresponsive and TK should have been automatically disqualified.

***

It is a basic tenant that in order to maintain a procurement system of quality and integrity, agencies must engage in fair and open competition and award only to “to the responsible and responsive vendor whose proposal is determined in writing to be the most advantageous.” Florida Statutes §§ 287.001, 287.057(1)(b)(4); Lee Cty. Port Authority Purchasing Manual § 1.1. An award to TK would flout this mandate. Plainly put, TK is not a responsible and responsive bidder. It has repeatedly told the Authority that it cannot provide the required PBBs and, in an attempt to nonetheless secure the contract, has attempted to obfuscate and misrepresent its compliance with the RFB requirements. JBT therefore respectfully requests that the Authority reject the award to TK and instead proceed with an award to JBT, the true lowest responsive and responsible bidder.

Thank you for your prompt response.

Regards,

Frank Moore
Vice President, Gate Equipment

CC: Mr. James Marvin, JBT Executive Vice President and General Counsel
    Mr. Brian DeRoche, President, Jetway
    Mr. Neil O’Donnell – Legal Counsel, Rogers Joseph O’Donnell

Attachment: JBT’s Notice of Intent to Protest
EXHIBIT 1
<table>
<thead>
<tr>
<th>No.</th>
<th>Plan / Spec Item</th>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Notice to Bidders</td>
<td>Considering that there are many questions to be answered, and factored in estimate, we respectfully ask the bid date to be extended until May 5, 2020.</td>
<td>Bid opening date will be May 5, 2020.</td>
</tr>
<tr>
<td>2</td>
<td>Instruction To Bidders, Item 21.03</td>
<td>It states “Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification.” If a bridge manufacturer exclusively submits a bid to an installer to supply the bridge, and in exchange asks the installer to give an installation quote for the same equipment, than both of them bids for the same total scope of work (effectively each one of them having two chance of winning), would this be acceptable?</td>
<td>Yes, this is acceptable.</td>
</tr>
<tr>
<td>3</td>
<td>Performance, Payment and Maintenance Bond</td>
<td>It is states that the warranty period is for two years. Would warranty start at the end of each phase completion in case Phase II, and Phase III are exercised. Similarly, would the maintenance bond will be issued for each phase separately?</td>
<td>Yes, warranty will start at substantial completion of each phase. Maintenance bond will be issued for each phase separately at substantial completion for Phase I &amp; II and at project acceptance following Phase III.</td>
</tr>
<tr>
<td>4</td>
<td>Attachment F4, Targeted Small Business</td>
<td>It is our understanding that TSB is desirable, but there is no specific goal set to be met for this project. Please verify if or understanding is correct.</td>
<td>Correct, no goal established. Contractor must make Good Faith Efforts to include TSB firm, as defined with Proposal Attachment F4A, and document these efforts on the required form.</td>
</tr>
<tr>
<td>5</td>
<td>Instruction To Bidders, Article</td>
<td>Please clarify if the bid bond will be provided based on the Base Bid, or for the total of Phase I, II and III?</td>
<td>Bid bond shall be based on Base Bid.</td>
</tr>
<tr>
<td>6</td>
<td>Section 34 77 13, 1.04, A, 1</td>
<td>It states that the existing foundations to be used. Please verify that the bidders has to assume that the existing foundations are adequate for the new bridge loads. As part of the submittals, bridge foundation reaction loads will be provided. Please confirm that our above understanding is correct.</td>
<td>Correct. Please assume that the existing foundations are adequate for the new bridge loads.</td>
</tr>
<tr>
<td>Section</td>
<td>Item</td>
<td>Details</td>
<td></td>
</tr>
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<td>---------</td>
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</tr>
<tr>
<td>7</td>
<td>Section 34 77 13, 1.04, A, 2 &amp; Section 34 77 13, 1.04, C, 13</td>
<td>Item states that cable retriever for 90 KVA is needed, but later on it implies that a cable hoist will be provided. Please verify that one cable hoist will be used for 90 KVA GPU power, and another one will be used for 28.5 VDC unit. Hoist is mounted on the side of the bridge, whereas, cable retriever is different and mounted under the cab. Although their function is the same, but they are significantly different from each other. It appears that cable retriever and hoist are used interchangeable. If retriever to be used, please provide specifications for it.</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Section 34 77 13</td>
<td>New GPU cables to be provided/installed by the contractor for the 90kVA and 28vDC.</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Section 34 77 13</td>
<td>Please also verify if we are to use the existing GPU aircraft power cable or provide a new one.</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Section 34 77 13, 1.04, A, 5</td>
<td>New disconnects are to be provided/installed by the contractor for the PBB.</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Section 34 77 13, 1.04, A, 7</td>
<td>It states that the power/disconnect panel to be provided. Please clarify if in addition to the panel, new disconnects are to be provided for PBB, PCA, and GPU.</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Section 34 77 13, 1.04, A, 7</td>
<td>It requires the PBB, GPU, PCA, and Potable Water Cabinets (PWC) to be monitored. Please verify if the existing GPU, and PCA are currently provide the data that is required to be monitored. If they are not capable of generating such data, please clarify how the needed data will be obtained and monitored.</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Section 34 77 13, 1.04, B, 3</td>
<td>a. Existing bolt pattern is shown on AP40 and shall be verified by the contractor. Prior to bid, the Contractor is required to visit the site to survey/verify existing and adjacent gate conditions and thoroughly familiarize themselves with the existing conditions and scope of work as defined in these contract documents.</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Section 34 77 13, 1.04, B, 3</td>
<td>b. The intent is to reuse the existing anchors. Prior to bid, the Contractor is required to visit the site to survey/verify existing and adjacent gate conditions</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Section 34 77 13, 1.04, B, 3</td>
<td>It states that the bidder has to inspect the anchor bolts and foundation during the pre-bid meeting, and determine if the existing foundations/anchor bolt pattern is deemed unacceptable, the PBB contractor shall immediately notify the Owner in writing and provide associated costs for the new anchor bolt patterns, baseplate and foundation. Verifying the anchor bolt pattern will be possible by visual inspection, but it is impossible to verify if the foundation is adequate or not. Could you please verify:</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Section 34 77 13, 1.04, B, 3</td>
<td>a. If the existing bolt pattern is #7 (eight bolt)?</td>
<td></td>
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<td></td>
<td>12</td>
<td>13</td>
<td>14</td>
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<tr>
<td></td>
<td>Section 34 77 13, 1.04, B, 6</td>
<td>It requires the re-installed GPU and PCA to be tested and commissioned. Please provide the brand name, and size of each existing GPU and PCA. It is our understanding that the intent of this paragraph is to demonstrate that the reinstalled GPU and PCA is at the same condition and function as it was before. Please clarify if our understanding is correct.</td>
<td>See table at the end of this document.</td>
</tr>
<tr>
<td></td>
<td>Section 34 77 13, 1.04, B, 13</td>
<td>It makes reference to IT Drawing package for and DSM security requirements at the Terminal door, pilot doors, cab bubble, cab bubble roof, and new PBB. Please provide this drawing, or be specify what needs to be provided.</td>
<td>This is referring to the Electrical plans within the project plans set.</td>
</tr>
<tr>
<td></td>
<td>Section 34 77 13, 1.04, C, 5</td>
<td>It requires double barrel pantographs to be provided on both sides of the bridges. We use side mounted cable conveyance system, which provides easy access to cables, and allows to add or delete cables. If we can carry the required cables without a pantograph, would it be allowed?</td>
<td>Acceptable as noted as it meets the intent of the requirement. Please ensure cable conveyance system does not negatively impact the functionality of the bridge and surrounding equipment.</td>
</tr>
<tr>
<td></td>
<td>Section 34 77 13, 1.04, C, 9 &amp; 10</td>
<td>It states that the gate sign needs to be installed on the right side of the cab. This is another bridge manufacturer’s standard. We install it on top of the fixed cab, at the center. It provides better visibility. Would our standard be acceptable?</td>
<td>Acceptable as noted as it meets the intent of the requirement.</td>
</tr>
<tr>
<td></td>
<td>Section 34 77 13, 1.04, C, 15</td>
<td>It requires the existing Telford bag chute to be reused. Page 38, Item 5.i. requires also J&amp;B bag slide to be used. Please verify if both of them are required.</td>
<td>The existing Telford bag chute is mounted in the cab curtain and shall be removed and reused by the contractor along with any modifications required to the spacers to fit the existing bag chute, while a new J&amp;B bag slide shall be provided also at each gate next to the service stairs.</td>
</tr>
<tr>
<td>Section 34 77 13, 1.05, O, 1</td>
<td>It states that eight hours of training will be provided for each type of PBB, PWC, and re-used GPU, PWC. Other than the size of the PBB, and PWC, they all comply to the same specifications, therefore eight our training for PBB, and PWC and reused GPU, PCA should be enough. Please verify.</td>
<td>8 hours of training per new equipment provided is sufficient per shift. 8 hours per shift includes PBB, PWC and any modifications made to the existing PCA/GPU (Facilities monitoring, cable retrieval system, hoses, etc).</td>
<td></td>
</tr>
<tr>
<td>Section 34 77 13, 1.05, O, 4</td>
<td>Please verify that the factory training is limited with the first PBB and PWC.</td>
<td>Correct.</td>
<td></td>
</tr>
<tr>
<td>Section 34 77 13, 1.09, B, 1</td>
<td>It requires two (2) year warranty. Considering that there will be three phases, please clarify if warranty will start separately for each phase.</td>
<td>Correct.</td>
<td></td>
</tr>
<tr>
<td>Section 34 77 13, 2A.03, B, 1, c</td>
<td>Please verify that the bridge models stated in the specifications will be used for bidding purpose, and when CAD drawings are provided they will be verified, if bridge models change, price will be adjusted accordingly.</td>
<td>Correct. Contractor to confirm final bridge models based upon CAD drawing review and discussion with the project team.</td>
<td></td>
</tr>
<tr>
<td>Section 34 77 13, 2A.06, C, 2</td>
<td>It requires PBB to comply with UL 325: Standard for Door, Gate Louver, and Window Operators Systems. This is not related to PBBs. Our bridges are UL listed and complies with UL’s relevant requirements. We ask our standard to be accepted.</td>
<td>Accepted.</td>
<td></td>
</tr>
<tr>
<td>Section 34 77 13, 2A.07, C, 1</td>
<td>It states that curtains to have metallic finish. Industry standard is galvanized curtains. Would it be acceptable?</td>
<td>Acceptable as noted as it meets the intent of the requirement.</td>
<td></td>
</tr>
<tr>
<td>Section 34 77 13, 2A.07, C, 1</td>
<td>It states that tunnel roof to have uniform surface (no corrugation). Our design meets this requirement. It further requires continuous welding and no caulking. We use “C” panels which are welded to corner angles and to the tubes at the end of tunnels. Side of the panels are spot welded and seams sealed with high grade sealant. Attempting to continuous welding the seams will cause warping. We have been using this design for more</td>
<td>Acceptable as noted as it meets the intent of the requirement.</td>
<td></td>
</tr>
<tr>
<td>Column</td>
<td>Reference</td>
<td>Description</td>
<td>Acceptance Note</td>
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<tr>
<td>24</td>
<td>Section 34 77 13, 2A.07, C, 2</td>
<td>It requires handrails to surround the lift column motors to protect the workers during periodic maintenance. We do not use electro mechanical lift system. Our lift columns don’t have anything to be maintained on the roof. If no maintenance is to be performed at the roof for the vertical lift system, would the requirement of providing the mentioned handrail be deleted?</td>
<td>Correct. If there is no maintenance to be performed at the roof for the vertical lift system, handrails can be deleted. Fall protection shall still be provided in order to inspect the condition of the roof.</td>
</tr>
<tr>
<td>25</td>
<td>Section 34 77 13, 2A.07, C, 4</td>
<td>Please verify that the intent of this paragraph is requiring the tunnels to have smooth roof and walls (no corrugation), which we provide as a standard feature. Please confirm if it is the intent. It further states, that continuous welding of the panels are required. As mentioned earlier, our standard design is based on using “C” panels, welding them on top and bottom corner angles and to tubes at the end of the tunnel, we spot weld the sides, and seal the seams with high grade sealants. This has been used successfully on more than 6,000 bridges, including in Chicago, JFK, Toronto, Saskatoon, Calgary, and at many other places. If continuous weld is mandatory, this will prevent us from submitting a bid. We respectfully ask our standard tunnel structure to be allowed.</td>
<td>Acceptable as noted as it meets the intent of the requirement.</td>
</tr>
<tr>
<td>26</td>
<td>Section 34 77 13, 2A.07, D, 2</td>
<td>It requires the roof to be crowned. We provide smooth roof as our standard. We further use water diverters to deflect water to sides. This has been our standard for the last 50 years and have been used successfully over 6,000 bridges. We ask our standard to be allowed.</td>
<td>Acceptable as noted as it meets the intent of the requirement.</td>
</tr>
<tr>
<td>27</td>
<td>Section 34 77 13, 2A.08, D, 2, c</td>
<td>It requires rain gutters to have yellow / black safety markings. To meet this requirement, we use completely yellow gutter. Please accept our standard.</td>
<td>Acceptable as noted as it meets the intent of the requirement.</td>
</tr>
<tr>
<td>Page</td>
<td>Section</td>
<td>Requirement</td>
<td>Acceptable Note</td>
</tr>
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<tr>
<td>28</td>
<td>34.77.13, 2A.08, F, 1, a</td>
<td>It requires ceiling to be eight inch metal plank ceiling. This is our competitor’s standard ceiling finish. We use smooth continuous coil coat painted galvanized metal ceiling finish. It provides better finish, and much easier to maintain. Attempting to provide plank ceiling will require major design change, which we can’t make. We request our standard to be allowed, otherwise we can’t bid.</td>
<td>Acceptable as noted as it meets the intent of the requirement.</td>
</tr>
<tr>
<td>29</td>
<td>34.77.13, 2A.08, G, 1</td>
<td>It requires light fixtures to be placed parallel to the tunnel axis. Our tunnel structure does not allow this, instead we put them perpendicular to the tunnel axis, and provide the same amount of lighting. We ask our standard to be allowed.</td>
<td>Acceptable as noted as it meets the intent of the requirement.</td>
</tr>
<tr>
<td>30</td>
<td>34.77.13, 2A.11, A, 2</td>
<td>It requires steering angle to be adjustable from 18 to 40 degrees per second. This is too fast and not safe for our design. Our wheel bogie can be adjusted from 7 degrees to 14 degrees. We ask our standard to be allowed.</td>
<td>Acceptable as noted as it meets the intent of the requirement.</td>
</tr>
<tr>
<td>31</td>
<td>34.77.13, 2A.11, A, 6</td>
<td>This item requires wheel bogie to have mechanical stop. Our standard wheel bogie allows it to be rotated 90 degrees to right, 90 degrees to left. If this limit is reached, it triggers electric switch, which stops the movement. If this limit switch fails, it triggers a second set of limit switches, which than cuts the power to bridge. It acts as mechanical stop. Even if it is rotates beyond 90 degrees, it does not damage anything. We have used this system for more than 6,000 bridges. We ask our standard to be accepted.</td>
<td>Acceptable as noted as it meets the intent of the requirement.</td>
</tr>
<tr>
<td>32</td>
<td>34.77.13, 2A.12, A, 1</td>
<td>It requires the vertical lift system to be electro mechanical ball screw. We use hydraulic lift system, which is much more suitable for cold climate. We have bridges in many cold climates such as throughout Canada, Chicago even in Siberia. Hydraulic lift system is much more efficient, require less maintenance with respect to electro-mechanical lift system. If electro-mechanical</td>
<td>A substitution request may be submitted for the hydraulic lift system.</td>
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<td></td>
</tr>
<tr>
<td>33</td>
<td>Section 34 77 13, 2A.13, B, 1, a</td>
<td>We do not use plywood in in our floor construction. We use galvanized smooth surface. We ask our standard to be allowed.</td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>Section 34 77 13, 2A.13, E, 5</td>
<td>We do not use actuators to deploy canopy. Our design is different from what is specified in the specifications, which is standard of our competitor’s bridge. Our canopy deployment arms don’t require cover. We ask our standard to be accepted.</td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>Section 34 77 13, 2A.13, G, 1</td>
<td>It requires CE/CRJ floor, which is JBT’s standard CRJ floor. If we demonstrate that our system meets the performance requirements and equal or better than JBT’s CE floor, would our CRJ floor accepted?</td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>Section 34 77 13, 2A.13, E</td>
<td>It requires two buttons to deploy right and left actuator arms, and use of pressure sensitive limit switches. Our design does not use actuators, therefore no need for two buttons, nor pressure sensitive limit switches. Our canopy system is activated by pressing one button, which activates both arms. They are deployed and pushed against the aircraft until canopy properly seals on fuselage. One button is needed to retract the canopy. We ask our standard design to be accepted.</td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>Section 34 77 13, 2A.13, O, 1</td>
<td>It states “A service ladder and roof handrail shall be provided to facilitate routine maintenance access to roof components, (e.g. motors, fans): If no roof access is required for routine maintenance, we ask: a) Roof access ladder not to be required. b) If even roof access ladder is required, no handrail should be provided on the roof.</td>
<td></td>
</tr>
</tbody>
</table>

- Please describe how carpet is installed and removed from this surface. Also please provide three references.
- Acceptable as noted as it meets the intent of the requirement.
- Acceptable as noted as it meets the intent of the requirement. Please note mobile bridge adapters are to be reused by the Airlines also.
- Acceptable as noted as it meets the intent of the requirement.
<table>
<thead>
<tr>
<th>Page</th>
<th>Section</th>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>38</td>
<td>Section 34 77 13, 2A.14, P, 1</td>
<td>This requires an electrical disconnect panel to be provided to contain all disconnects. Typically, we use panel board on the rotunda column, and install all disconnects individually on this panel. This makes all disconnects readily accessible and easy to maintain. Would our standard be acceptable?</td>
<td>The PCA and GPU disconnects are mounted on the building or rotunda as shown on the electrical drawings. The existing disconnects will either be reused or new, provided by the Electrical Contractor. The main disconnect/panel for the bridge motors, lighting, and control circuits is shown on the electrical drawings to be mounted on a unistrut support system next to the rotunda. Individual breakers/disconnects will also be required for the bridge motors, lighting, and control circuits. It is acceptable to mount the bridge main disconnect/panel on the rotunda, however, the mounting hardware, brackets, etc. will need to be provided with the rotunda as noted on Sheet AP401, Detail 2. Field welding is not acceptable.</td>
</tr>
<tr>
<td>39</td>
<td>AP400</td>
<td>Drawing states “Architectural finish and attachments to be coordinated with architect in the field”. Please verify who will provide this finish and who will install it.</td>
<td>PBB manufacturer to provide finishes and PBB installer to install them. Shop drawings with samples to be submitted prior to fabrication.</td>
</tr>
<tr>
<td>40</td>
<td>Special Provisions, Attachment 1</td>
<td>We respectfully ask to remove ‘loss of use’ from this section and mutually waive any and all consequential and/or indirect damages by adding the following sentence to this section: “Contractor shall not be obligated or liable for errors, inconsistencies, or omissions produced by Owner or others. In in addition unless otherwise specifically agreed to in writing by Owner and Contractor, neither party shall be liable for any special, indirect or consequential damages”</td>
<td>The Airport Authority will not be modifying their Insurance and Indemnification Requirements for this project.</td>
</tr>
<tr>
<td>41</td>
<td>Contract</td>
<td>We respectfully ask the Liquidated Damages to be capped at 10% of the contract value. In addition, please add the following: “Liquidated damages shall not be assessed for delays not caused by the Contractor. Liquidated damages, when assessed, shall not exceed Contractor’s proportionate share of the responsibility for such</td>
<td>The Airport Authority will not be modifying Contract with respect to Liquidated Damages.</td>
</tr>
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<tr>
<td>delay. This provision does not preclude any claim the Owner may have for direct damages under law”</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>42</td>
<td>Electrical Plans</td>
<td>Do we know how far from the communication j-box to the bridge termination connection points? Per note 1 on all electrical drawing they are requiring us to install a 1 ¼” conduit and I don’t see where that will be.</td>
<td></td>
</tr>
<tr>
<td>Typical connection point to bridge raceway system shown below:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>E-601</td>
<td>Detail A2 states that the power connection is by bridge contractor, does that mean the electrical contractor doesn’t have to provide conduit?</td>
<td></td>
</tr>
<tr>
<td>The Passenger Boarding Bridge Contractor is responsible for the conduit and circuit connections from the Bridge Power Panel to the bridge motors, equipment, lights, receptacles, etc. The Electrical Contractor is responsible for the feeder from the Power Panel (PP-XX) to Bridge Panel (BP-XX)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>44</td>
<td>Contract</td>
<td>Are there any Buy American provisions?</td>
<td></td>
</tr>
<tr>
<td>No.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>45</td>
<td>General</td>
<td>Can site photos be provided?</td>
<td></td>
</tr>
<tr>
<td>Representative photos will be provided in Addendum 1. A site visit is recommended. Contact Bryan Belt (515) 256-5160 to arrange a site visit.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>46</td>
<td>General</td>
<td>Can O&amp;M manual be provided for the existing GPU and PCAs?</td>
<td></td>
</tr>
<tr>
<td>Manuals will be provided with Addendum 1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>47</td>
<td>Electrical Plans</td>
<td>I don’t see conduit and wire shown on the electrical plans for the PCA disconnects. Where is the demolition and new work requirements identified?</td>
<td></td>
</tr>
<tr>
<td>The partial plans only identify the location of the equipment. The demolition of conduit and wire is shown on the one-line diagrams. See Sheet ED1202 for demolition and Sheet E-601 for new work requirements.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
48. Electrical Plans

Will the cable for the Facilities Monitoring System be installed in the new 1-1/4” telecom conduit identified on the plans?

A data cable will be installed from the Facilities Monitoring System data jack location identified on Sheet E-400 to the IDF located in the Concourse. This cable will be installed by the Airport. The 1-1/4” conduit in the Concourse and from the Concourse to the PBB will be provided by the Electrical Contractor. Pathways on the PBB will be provided by the PBB Contractor. Pathways and control cabling from the Facilities Monitoring System control station to the GPU, PCA and Potable Water Cabinet will be provided by the PBB Contractor.

49. Bid Proposal

Could a separate bid item be added for the monitoring system?

A revised bid proposal form will be included with Addendum 1 to include three new bid items for the monitoring system. One item for each of the three phases.

<table>
<thead>
<tr>
<th>Gate</th>
<th>PCA</th>
<th>GPU</th>
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</thead>
<tbody>
<tr>
<td></td>
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<td>Size</td>
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<tr>
<td>C2</td>
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<tr>
<td>C3</td>
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<td>C4</td>
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<tr>
<td>C5</td>
<td>HOBART</td>
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<td>C6</td>
<td>JBT</td>
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<tr>
<td></td>
<td>Ton</td>
<td>Hz</td>
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<tr>
<td>---</td>
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<td>----</td>
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<tr>
<td>C7 JBT</td>
<td>30 Ton XPC-3013 Basket JBT</td>
<td>400 Hz</td>
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EXHIBIT 2
NOTES:
1. ROTUNDA DIMENSIONS (NOMINAL) -
   DOOR OPENING AT TERMINAL: 59.45" W X 90.91" H [1510mm X 2309mm]
   ROTATION: ± 87.5° (175° TOTAL)
2. TUNNEL INTERIOR DIMENSIONS (NOMINAL) -
   A - TUNNEL: 4'-11" W X 6'-11 3/16" H [1500mm X 2113mm]
   B - TUNNEL: 5'-9 11/16" W X 7'-10 13/32" H [1770mm X 2398mm]
   C - TUNNEL: 6'-8 5/16" W X 8'-9 5/8" H [2040mm X 2683mm]
3. ROTATING CAB DIMENSIONS (NOMINAL) -
   CANOPY (INTERNAL) WIDTH: 10'-2 1/2" [3111.5mm]
   ROTATION: 95° LEFT & 40° RIGHT (135° TOTAL)
4. LIFT AND DRIVE DIMENSIONS (NOMINAL) -
   HYDRAULIC LIFT CYLINDER STROKE: 120" [3048mm]
   WHEEL ROTATION: 90° LEFT & 90° RIGHT (180° TOTAL)
5. RETRACTION TO ELECTRICAL LIMITS (DIM "C") &
   EXTENSION TO ELECTRICAL LIMITS (DIM "E") ARE
   AT THE ELECTRICAL E-STOP, MECHANICAL STOPS
   ARE ±2.3" PAST E-STOP.
6. RECOMMENDED RETRACTION AND EXTENSION
   IS 39.37" [1000mm] SHORT OF ELECTRICAL STOPS.
7. MODEL TC 44.00/20.60-3 SHOWN
8/19/11A 9243
4/14/15B 11051
EXHIBIT 3
## ThyssenKrupp Airport Systems
### Recommended Spare Parts List

**Project Name:**  Southwest Florida Int'l Airport (RSW)  
**Project Number:**  Bids  
**# of Bridges:**  27

<table>
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<tr>
<th>Bid Part #</th>
<th>Description</th>
<th>MFG Name</th>
<th>MFG Model #</th>
<th>Base Qty</th>
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<th>Unit Price</th>
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<td>HYDRAULIC PUMP</td>
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<td>2</td>
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<td>BDA5228403</td>
<td>PC FLOW CONTROL</td>
<td>PARKER</td>
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<td>BDA5234600</td>
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<td>BDA5234168</td>
<td>FILTER ELEMENT, HPU</td>
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<td>BDA5215690</td>
<td>ELECTRIC MOTOR, 7.5 HP, 460VAC</td>
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**Lead-Time estimate 1-2 weeks upon receipt of purchase order. Cost includes FOB TKAS Fort Worth, TX.**

**Note:** The above recommended spare parts listing is standard. Part numbers and prices are subject to change due to project specification requirements.

**Subtotal** $7,111.72
EXHIBIT 4
DATE: April 4, 2017

TO: All Interested Proposers

RE: Addendum #2, BID-2017-1-JBR, Q & A
Power Distribution & Jet Bridge Replacement Construction Project

The following questions were submitted by bidders, responses are noted in red.

Passenger Boarding Bridges
1.12.R.6 Axles, wheels and tires shall be operated within their respective manufacturer’s recommendations. Tire footprint loads shall be limited to 200 P.S.I. The JBT Jetway standard design relies on solid tires. These do exceed the 200 psi limit specified but they are overwhelmingly accepted across the industry. Please allow our design.

This will be allowed.

SECTION 11 85 02 – POU DX UNITS
1.07.D. The spec requires motors, enclosures, and electrical accessories shall comply with NEMA standards and be so rated. If electrical accessories include contactors and circuit breakers then we cannot comply. We use IEC rated contactors and circuit breakers in our PCA units. IEC contactors are allowed per 2.06.N.4. Please allow our design.

This will be allowed.

2.04.B.2. An inlet Butterfly damper is required. We use outlet dampers. Please allow our design.

This will be allowed.

2.04.G. The DX POU unit components shall operate satisfactorily under ambient temperature conditions of -20° to 140° F (-29° to 60° C). We will not be able to comply with 140° F (60° C) ambient temperature with the blower VFD in the units. The VFDs that are used in the units have standard ambient operating condition of 5° F - 104° F (-15° C to 40° C). We can provide the next size larger VFD which will allow the increase of the ambient temperature to 122° F (50° C). Please allow ambient temperature conditions of -20° to 122° F (-29° to 50° C). This will require the next size larger VFD to be provided in the unit.

This will be allowed to the extent the remaining specifications are adhered to and there are no adverse effects on the VFD or the unit at the project site.

2.04.H. The blower wheel shall receive a two (2) plane dynamic balance at maximum RPM and the maximum allowable vibration velocity shall not exceed 0.1 inch/second or 0.5 MIL displacement. We use blowers manufactured by Aerovent that are balanced in accordance with ANSI/AMCA 204-96 “Balance Quality and Vibration Levels for Fans” to Fan Application Category BV-3, Balance Quality Grade G6.3. Fan Application Category BV-3 is equal 0.15 in/second. Please accept our standard.

This will be allowed.
2.04.J. Where the Dx POU unit components are assembled within a unitized enclosure, provide access doors of the hinged and insulated type. 2.03.J.9 allows as an alternate removable door panels. 2.07.B.1. requires a minimum of 1” thick thermal insulation for units with a unitized enclosure construction. We use hinged doors and bolt on panels to access components inside the PCA unit. Access to the VFD, blower, dampers, and coils require removing a bolt on panel. Access to the air inlet filters requires removing a bolt on louver. Our PCA unit design is not considered to be a unitized enclosure so our hinged doors and bolt on panels are not required to be insulated. Thermal insulation is applied to the evaporator coil and the outlet plenum as required per 2.07.I.1.a. Please accept our standard design. This will be allowed.

2.05.A.1.d. Aircraft electrical load of 75,000 BTU/H should be used for design. The electrical load as specified for the design aircraft and referenced in the aircraft Maintenance Facility and Equipment Planning manual for each of the required aircraft will be used in place of 75,000 BTU per hour to verify PCA unit sizing. Using 75,000 BTU/H would increase the size of the PCA unit required. This will be allowed to the extent the remaining specifications are adhered to, including properly cooling the aircraft as specified.

2.05.A.2.a. requires that Class III DX POU units shall be capable of providing a minimum of 240 lb/min of 35°F air at 22” static pressure at the end of a single 14” diameter 75’ long insulated air hoses. The JBT 50 ton unit is rated at 240 lb/min at 22” static pressure and 34°-38°F air at the outlet of the unit. 2.05.S.2.b. requires that Class IV DX POU units shall be capable of providing a minimum of 550 lb/min of 35°F air at 35” of static pressure at the end of dual 14” diameter 75’ long insulated air hoses. The JBT 120 ton unit is rated at 550 lb/min at 35” of static pressure and 34-38°F air at the outlet of the unit. Please note that 2.04.E. states that the unit external static pressure shall be defined as the gauge pressure measured at the outlet of the DX POU unit. The DX POU unit’s manufacturer shall submit the gauge pressure the DX POU unit can produce at the outlet of the hose and at the aircraft connection through 75’0 of 14” hose. This will be allowed to the extent the remaining specifications are adhered to, including properly cooling the aircraft as specified.

2.06.D.3. All wiring shall be terminated on terminal blocks and/or suitable connectors. Our standard is to cap the spare wires with heat shrink tubing and neatly secure them in the wire-way system inside the control panel. We request that you allow us to consider the heat shrink cap as a suitable connector. If this is not acceptable then additional manufacturing time and cost for terminal blocks will be required. Please allow our design. This will be allowed.

2.06.D.4. The specification requires that all wiring shall be in conduit (preferably automotive split loom) or spot tied and shall be routed away from possible pinch points. For clarification, we use cables inside our PCA unit not individual wires that require conduit or automotive split loom. We do not use conduit or automotive split loom with cables. Please allow our design. This will be allowed.

2.06.D.5. All meter panels and any components containing printed circuit boards or solid state electronics shall be shock mounted. We have components inside our PCA unit that contain circuit boards that are not shock mounted. These components are mounted per the manufacturer’s recommendations. This will be allowed.
2.06.D.9. Exterior conductor/cables shall be in conduit. Exposed cables will only be allowed where required due to flexibility and then will be limited to a maximum of 48”. Exception should be taken to a maximum of 48”. We use cables because of flexibility requirements but their exposure is not limited to 48”. NEC permits the use of full run exposed cables when flexibility is required.

This will be allowed.

2.07.A.1. Hermetic sealed scroll compressors with integral vibration isolators are required. We solid mount the compressors in our PCA unit per the manufacturers recommendations. Low/high refrigerant pressure cutouts with manual reset are required. We use low and high refrigerant pressure cutouts that are automatic reset. A low oil pressure cutout with manual reset is required. The scroll compressor is not provided with an oil pressure cutout.

This will be allowed.

2.07.I.1.a. Disposable air filters are required. Filter media shall be made from polyurethane foam and open cell structure providing high arrestance and dust-holding capacity. Foam material shall have a flame-resistant additive making id self-extinguishing. Please note that this type of filter is considered to be a washable filter and not disposable.

No response.

2.07.M. A thermostatic expansion valve is required. We will comply by providing an electronic expansion valve in lieu of the thermostatic expansion valve.

This will be allowed.

2.07.N.2.c. The portable laptop computer shall include all hardware and software required to support local communications, trouble shooting and programming of the PCA Dx Unit’s controller. We do not allow the PLC in the PCA unit to be programmed by the customer. Read only access will be granted.

This will not be acceptable.

2.07.N.4. Contactors shall be AC operated with 120V 50/60Hz holding coil. The contactors we use have 24VDC coils. Please allow our design.

This will be allowed.

2.07.N.5. Thermostats shall be utilized in the system to maintain the required temperature parameters of the supply air. We do not use thermostats to maintain the required temperature. We use the PLC to maintain temperature and control the unit. Please allow our design.

This will be allowed.

2.07.P.1. The control station shall be housed in a NEMA 4X stainless steel enclosure. The station shall be configured as indicated on the design drawings. Modifications to this configuration must be submitted and approved. Drawing E-702 shows the configuration of the push button control station which does not match our control scheme. We will provide a push button control station with a SST enclosure. This push button control station will follow our standard controls scheme and should be provided for approval. Reference the 511710 drawing for the configuration of the control station for the 50 ton unit.

TBD. No drawings were received.

2.07.T. The hose basket shall be installed at an approved location at the front or side of the wheel bogey as necessary based on aircraft serviced. Drawing M-106 shows a single large bay hose basket with a swivel connection mounted to the left side of the wheel bogie. Drawings ME-200 and ME-201 show the basket mounted on the aircraft side of the drive columns. Nothing is mentioned about extension hose storage and ABC adapter requirements. More clarification will be needed to determine what to provide for hose storage. Please provide.
Please note that it must be verified that there is clearance under the bridge to access the basket for the 120 ton units. There is not enough information to determine this at this time. All information necessary is available. Comply with Section 118502 2.07T.2 which requires the hose basket be mounted at the front or side of the wheel bogey as necessary based on aircraft serviced. Extension hoses are required per M-106 legend note 2.

2.09.C.1. Maximum weight for Class III PCA unit is shown as 4000 lbs. The 50 ton unit weighs approximately 4200 lbs. This will be allowed.

1.12.R.9.a.1 The lift mechanism shall consist of two (2) extra capacity hydraulic rams. Each assembly shall be independent of the other and capable of supporting the bridge under full design load. An adjustable rate pump and cylinder system shall provide the necessary lift speed measured at the aircraft cab bumper. Our standard hydraulic pump is a constant volume pump. An adjustable rate pump adds considerable cost without much benefit. Please allow our standard. This will be allowed.

**TECHNICAL SPECIFICATIONS QUESTIONS**

**SECTION 118504 – PASSENGER BOARDING BRIDGE**

**Q1:** Pg. 1, Section 1.01.A.1 SECTION INCLUDES, “…only truss style (smooth sided) 3-tunnel bridges will be allowed on this project.”

ThyssenKrupp bridges use a standard tunnel design that consists of the exterior side, roof, and floor panels manufactured from 14 gauge galvannealed steel panels attached to a framework of angle and tubing. These panels are formed, welded, sealed, and painted to form the steel enclosure. Strength is derived from the formed sheet metal ribs, while the flat exterior walls provide a pleasing architectural appearance. We kindly request approval of our standard galvannealed steel panels attached by a framework of angle and tubing. It appears as if your description of your PBB meets the definition of a “truss” style PBB, which is allowed. The PBBs must adhere to the requirement contained in 118505 - 1.12.J.7 that requires all intersecting steel plates to be 100% welded.

**Q2:** Pg. 10, Section 1.12.D.3 Personnel Safety, “OSHA approved handrails will be installed atop ½ the outermost tunnel section to provide fall protection to personnel working on drive motors, etc.”

ThyssenKrupp standard bridges do not require roof access for maintenance on the vertical drive motors, therefore we request an exception to this requirement. We can provide safety cable for the outermost tunnel that can be used if roof access is necessary. Handrails will be required.

**Q3:** Pg. 12, Section 1.12.G.10 Technical Performance Requirements, “…the PBB shall be capable of achieving a minimum of 12% slope without causing damage to the PBB or ancillary equipment, including PCA or 400 Hz equipment, for maintenance or irregular operation activities.”

ThyssenKrupp standard bridges are adjustable to +/- 10%, which is above the allowable ADA slope of 8.33% and should not hamper maintenance activities for the bridge or ancillary equipment. We kindly ask approval of our standard. To the extent that all aircraft are properly services as specified, and all other performance requirements of the specification are adhered to, this will be allowed.
Q4: Pg. 12, Section 1.12.H.1 Environmental Considerations, “The bridge shall function satisfactorily and in accordance with these specifications under ambient temperatures from -40 degrees F...”

ThyssenKrupp’s standard lowest operational temperature is -25 degrees F. Considering the locale and climate this airport resides in, -25 degrees F should be more than adequate for maintaining bridge function throughout the year. We kindly ask approval of our standard.
This will be allowed.

Q5: Pg. 12, Section 1.12.H.4 Environmental Considerations, “PBB shall be equipped with external tunnel roller ice scrapers to remove ice from the tracks prior to contact with the rollers.”

Due to the environment and locale of this airport, we do not foresee a need for this requirement. We request an exception to this requirement.
This will be allowed.

Q6: Pg. 14, Section 1.12.J.7 Materials, Parts and Processes, “All intersecting steel planes, e.g. side to top, side to bottom, of exterior steel sections of the passenger boarding bridge shall be 100% welded. Caulk shall not be used to provide weather seals.”

ThyssenKrupp’s standard tunnel side panels are spot-welded and caulked to provide a weathertight seal and an appealing finished appearance. This standard is in use with many airports throughout the country in a variety of harsh environments. We kindly ask approval of our standard in order to provide a competitive bid for this project.
This will not be allowed. The specification will stand as is.

Q7: Pg. 18, Section 1.12.R.7 Drive Column, “Wheel/Tire assemblies shall be solid rubber tire tread on forged steel wheels as manufactured by Trelleborg or approved equal.”

Our standard wheel/tire assemblies are from OTR and consist of solid rubber tires and aluminum hubs. These assemblies are in service on many of our standard bridges for a variety of projects. We kindly ask for approval of our standard.
This will be allowed.

Q8: Pg. 18, Section 1.12.R.9.a.2 Drive Column, “The lift cylinders shall be equipped with internally mounted velocity fuses that prevent the bridge from descending in the event of fluid loss or other system failure.”

ThyssenKrupp’s hydraulic lift cylinders are equipped with pilot-operated check valves instead of velocity fuses. We have used velocity fuses in the past and have found that when raising the bridge they will lock in place and not allow the bridge to lower. Pilot-operated check valves provide the same level of protection requested, but without the problems that we have experienced previously. We request approval of our standard.
This will be allowed.

Q9: Pg. 19, Section 1.12.R.9.b.2 Drive Column, “The hydraulic reservoir (tank) shall have the capability of being electrically heated during severe weather conditions.”

Due to the environment and locale of this airport, we do not foresee a need for this requirement. We request an exception to this requirement.
Provided the hydraulic fluid is rated for the SRQ ambient extremes without additional heat, and to the extent that PBB performance is not degraded, this will be allowed.

Q10: Pg. 23, Section 1.12.S.19 Aircraft Cab with Operator’s Station, “Subfloors in the cab area of the PBB, including the porch area outside the double doors shall be provided with aluminum subfloors. Plywood is not allowed.”
While our porch area consists of aluminum, ThyssenKrupp’s subfloor in the cab area is carbon steel and does not utilize plywood. Therefore, the rotting/degradation typically seen with plywood is not present. We kindly request approval of our standard. This will not be allowed. The specification will stand as is.

**Q11:** Pg. 30, Section 1.12.AB.22 Electrical System and Components, “The provisions shall include a flush mounted “J” box containing two (2) 12-pair CAT-6 communication cable…”

ThyssenKrupp requests an exception to this. It is our understanding from several cable manufactures and distributors that CAT-6 cable has limited choices of styles and designs. The cable comes in both stranded and solid conductor, but both have physical restraints. Solid cable is not recommended for continuous, flexing applications like the passenger boarding bridge’s cable conveyance systems. It is also desirable to have shielding in this application, but it is not available with this cable. Stranded cable is manufactured for patch cables only and, according to the manufacturer and the standard, should be limited to a maximum of 10 meters in total length. Given the original purpose of this cable, it is not manufactured with the environmental considerations we need, nor with shielding that would be desirable in this application. We kindly request approval of our standard CAT-5E cabling. This will be allowed.

**Q12:** Pg. 31, Section 1.12.AB.24.b Electrical Systems and Components, “Tunnel lighting shall be provided by recessed LED panel fixtures with diffusers …shall be positioned parallel to the tunnel centerline…”

ThyssenKrupp’s lighting is aligned perpendicular to the tunnel centerline. We are able to meet all other requirements for tunnel lighting, but ask for acceptance of our standard lighting arrangement. To the extent that all other lighting requirements are met as specified, and all other performance requirements of the specification are adhered to, this will be allowed.

**Q13:** Pg. 33, Section 1.12.AC.4.b Finishes and Materials, “Interior wall treatment shall consist of floor to ceiling 4-foot-wide laminated phenolic plastic panels…”

Our wall panels are made from fire-rated, particle board laminated between two pieces of Wilsonart Laminate to provide a durable surface finish. One side is a colored laminate, the other side a phenolic sheet. Melamine resin is used along with phenolic resin to manufacture this laminate surface. These materials are bonded together with kraft paper under high heat and pressure to form the finished decorative product. We request approval to use our standard laminate. To the extent that all other requirements are met as specified, and all other performance requirements of the specification are adhered to, this will be allowed.

**Q14:** Pg. 11, Section 1.12.D.15 Personnel Safety, “Interior rain gutters shall be painted with alternating yellow/black safety striping the entire length.”

ThyssenKrupp offers gutters in either a solid safety yellow or solid black for a pleasing finished appearance. We request approval of our standard in the color of the Owner’s choosing. Yellow will be allowed.

**Q15:** Pg. 26, Section 1.12.U.1 Aircraft Canopy, “Pressure sensitive limit switches shall be incorporated into each side of the closure actuator mechanisms as necessary.”

ThyssenKrupp uses a specially-designed canopy deployment mechanism that precludes the possibility of applying excessive force to the aircraft fuselage. Self-contained struts limit the maximum pressure applied to the aircraft, making a pressure sensor unnecessary. The struts...
provide sufficient pressure to extend the canopy and maintain a complete seal with the aircraft fuselage without applying additional contact pressure. Each side lowers independently and stops automatically when contact is made with the aircraft. We request approval of our standard. To the extent that all other requirements are met as specified, and all other performance requirements of the specification are adhered to, this will be allowed.

Q16: Please provide the Airport Layout in CAD DWG format. The Airport Layout CAD DWG will be provided.

Q17: On the Bid Form provided, it shows line items for the “PBB with all ancillaries” as well as line items for the actual ancillary equipment (GPU, PCA, etc.). It seems that this format would cause a “double-charge” once the total Base Bid is calculated. Is this correct? Or should the PBB items exclude the ancillary equipment? There should be no “double-charges”. It will be up to each bidder to determine which items go into which line item. PBB ancillaries can include gate signs, hurricane tie downs, disconnect panels, CCTV, etc.

SECTION 118601 – OVERBRIDGE DEVICE

Q18: Pg. 1, Section 1.01.B.1 SECTION INCLUDES, “Devices may be referred to as “doglegs” or “pantographs”.” ThyssenKrupp standard bridges are equipped with a side-mounted exterior electrical conveyance system. Our design allows maintenance personnel easy access for inspections or cable additions at all bridge positions and operating conditions and also prevents the need for onsite installation of pantographs. We kindly ask acceptance of our standard. This will be allowed. Note: All cables shall be UL listed and suitable for sunlight exposure.

Q19: If pantographs are required, can MCM be added to the approved manufacturers? From MCM: “We have been sourcing these devices for the entire life of our company and the design goes back to our predecessor company McCormick Morgan. We make arguably the best pantograph so being specifically excluded from the spec is uncalled for.” MCM can certainly be added.

SECTION 118502 – DX POU PCA UNITS

Q20: 2.06.F.1, Twist Inc. units are equipped with TVSS on the power that supplies the OEM Control Boards. We do not have TVSS on the entire unit. May our TVSS on the Control Boards be accepted in lieu of the whole unit? This will not be allowed. The specification will stand as is.

Q21: 2.07.P.1, Twist Inc. remote control station is housed in a NEMA 4X fiberglass box. Is this acceptable in lieu of the required stainless steel box? This will be allowed.

Q22: 2.09.C.1& .2, Twist Inc. PCA Class III Dimensions are 114”X88”X59”, 4,700 pounds. Our PCA Class IV Dimensions are 160”X88”X62”, 9,300 pounds. We have many of these size units in the field, mounted underneath the C Tunnel, as desired for this project. May our Class I and Class IV unit size and weight be allowed? To the extent the units do not impact PBB operations, this will be allowed.
FINANCIAL & CONTRACTUAL QUESTIONS

CONTRACT FORM

Article 9. OWNER DIRECT PURCHASE.

This section states:

“9.1 It is intended that OWNER shall avail itself of its governmental exemption from sales and use taxes, by making “Owner Direct Purchase” (ODP) from the manufacturers of the equipment and materials described in Article 1. Accordingly, OWNER hereby assigns to the CONTACTOR limited authority to act as its agent in taking delivery of said equipment and materials. [...]”

We respectfully ask to confirm that Bidder will be exempt from any Sales and Use taxes related to the project.

Only the equipment for which the Contractor will act as an agent for the Owner is exempt from sales and use taxes. It is the intention of the Owner to purchase the passenger boarding bridges directly from the manufacturer using this method.

ERRATA SHEETS

70-11 Responsibility for Damage Claims.

b. Indemnification:

This section states:

“(1) The Contractor shall indemnify and hold harmless Owner and Engineer and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs), provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder or arises by or is imposed by Law or Regulations regardless of the negligence of any such party."

We respectfully ask to remove the following part of the last sentence of 70-11 b. (10 (b): “regardless of whether or not it is caused by a party indemnified hereunder or arises by or is imposed by Law or Regulations regardless of the negligence of any such party.”

This is standard SRQ bid language used on all projects and will not be modified.

This section further states:

“(2) In any and all claims against Owner or Engineer or any of their consultants, agents or employees by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 70-11.b(1) above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.(…)”
We respectfully ask to mutually waive consequential and incidental damages. This is standard SRQ bid language used on all projects and will not be modified.

**GENERAL PROVISIONS**

**80-8 Failure to complete on time.**

This section states:
“For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection 80-07 titled DETERMINATION AND EXTENSION OF CONTRACT TIME of this Section) the sum specified in the contract and proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his or her surety. (…)”

We respectfully ask the Liquidated Damages to be limited with 0.1 % per day and capped at 10 % of the contract value. This is standard SRQ bid language used on all projects and will not be modified.

**90-6 Partial payments.**

This section states:
“Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the Engineer, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. (…)”

We respectfully ask that Owner shall make monthly progress payments as agreed upon in schedule of values. Please confirm that it will be acceptable to include progress billings for engineering, material, and labor costs incurred during the manufacturing process and prior to delivery. This is standard SRQ bid language used on all projects and will not be modified.

**SECTION 130**

**COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS**

**Termination for Convenience**

This section states:
“The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. (…) Owner agrees to pay for: (…)”

We respectfully ask to include the following paragraph after 1.:
As well as the proportional contract value of work performed, including but not limited to the value of work in process, in transit, delivered to site, or in storage, and for any costs incurred and all work that the Contractor has performed up to the date of termination plus a reasonable rate of profit for the work performed. In addition, the Contractor reserves the right to assess other costs if the Owner terminates for convenience. Except as specifically agreed in writing, termination shall not relieve either party of any obligation arising out of work performed prior to the date of termination. The Owner agrees to limit possession to work and materials previously paid for by the Owner to the Contractor. This is standard SRQ bid language used on all projects and will not be modified.
**70-11 Responsibility for Damage Claims/ a. Insurance:**

This section states:

“(…) All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to Owner and Engineer by certified mail.”

Please remove the requirement “materially changed” as Bidder’s insurance carriers will not agree to provide such notice.

This is standard SRQ bid language used on all projects and will not be modified.

This section further states:

“c. Coverages: The limits of liability for the insurance required by, Paragraph 70-11.a shall provide coverage for not less than the following amounts or greater where required by law:

(…)

(4) Builders Risk/Installation Floater:”

We respectfully ask to amend builder’s risk/Installation Floater to “All-Risk Commercial Property. This is standard SRQ bid language used on all projects and will not be modified.

This section further states:

d. The Contractor shall obtain in the name of the Owner, Owner's Protective Liability Insurance which will have the same limits of coverage for the same period as that required in paragraph 70-11.c(2) above for the Contractor's general liability coverage, including liability for acts of Subcontractors and Subordinate Contractors.

We respectfully ask to remove this requirement as this coverage is not currently available. Alternatively, we could offer additional insured status in lieu of OCP policy.

This is standard SRQ bid language used on all projects and will not be modified.
The Request for Bids for the above is hereby revised as follows:

**Technical Specifications Revisions**

1. N/A

**Plan Sheet Revisions**

1. N/A

**Schedule Revisions**

1. N/A

**RFB Revisions**

1. Appendix 1 – Bid Detail is replaced with the attached and revised to include acknowledgement of this Addendum No.5.

**Solicitation Questions (Q) and Answers (A)**

1. (Q) Thyssenkrupp’s standard bridge tunnel design consists of the exterior side, roof and floor panels manufactured from 14 gauge galvannealed (galvannealed material provides additional corrosion protection superior to hot-rolled, coil steel, and galvanized) steel panels attached to a framework of angle and tubing. These panels are formed, welded, sealed and painted to form the steel enclosure. Strength is derived from the formed sheet metal ribs, while the flat, exterior walls provide a pleasing architectural appearance. Changing our design to a corrugated or truss style would be significant cost. As an approved manufacturer, we feel that our standard design should be allowed.

   (A) The Addendum-3 section 1.12.J.7, specifying welding and caulk, was removed. The Addendum-4 section 1.12.J.7 specifies the components to be installed per manufacturer’s recommendations. The method of construction described above is consistent with the requirements of the contract specification, section 118504, 1.1, A, 1.
Appendix 1 – Bid Detail

Contract No. 9500667
Terminal B & E Passenger Boarding Bridge Replacement Gates B9, B26, E31, E34

1) This is a solicitation for bids on the construction of the project detailed in the contract documents of Appendix 5 – The Agreement. The Contractor shall be responsible for reviewing all existing conditions associated with the work prior to commencement of work activities.

2) The Board reserves the right to reject any bid for any reason, including if, on the face of the bid received, it is clear that acceptance of the bid would not comply with any applicable bidding laws, rules, or regulations.

3) The undersigned Contractor, declares that the only person or parties interested in this Bid as principals are those named herein; that this Bid is made without collusion with any other person, firm, or corporation; that he has carefully examined the Bid Requirements, all incorporated references and Appendices, and the conditions and classes of materials of the Work; and will provide all the necessary supervision, labor, machinery, tools, supplies, equipment, transportation and other facilities, apparatus, and other means of construction and will do all the Work and furnish all the materials called for by such, in the manner prescribed therein and according to the requirements therein set forth, and to perform all other obligations imposed by the Contract Documents for the prices named in the Bid Schedule hereinafter appearing.

4) It is understood and agreed that if awarded the Contract, the Work will commence within ten (10) calendar days after the date of the Notice to Proceed and that the total Work will be completed in accordance with the Schedule of Construction set forth herein.

5) It is further understood that the Prevailing Wage Rates TX180322 revised 01/12/2018, issued by the Department of Labor as established by law are to govern the Work. The Contractor certifies that he has examined the wage rate determination and that prices bid are based on compliance with said determination.

6) Accompanying this Bid is the required Bid Guaranty consisting of Bid Bond or Cashiers’ Check in the amount of five percent (5%) of the total Bid, or in the case of bid alternates, five percent (5%) of the highest total Bid. The certified check accompanying a Bid shall be returned to the Contractor upon execution of the Contract.

7) In the event of the award of a Contract, the undersigned will deposit with the Board a Contract Performance Bond and a Payment Bond as required by the Contract Documents, guarantying faithful performance of the Contract, and any payment of all labor, materials and other sundry items, in accordance with the Contract Documents, and will deliver certificates of insurance evidencing insurance required by the Contract Documents.

8) The Work proposed to be done shall be fully completed and finished to the entire satisfaction of the Board.

9) The undersigned certifies that the price contained in this Bid has been carefully reviewed and is submitted as correct and final.

10) In conformity with the Special Provisions, the amount of liquidated damages for this Contract shall be as shown in Article 1.0, of the Special Provisions.

11) Ancillary/Integral Professional Services – Contractor certifies that in selecting an architect, engineer or land surveyor, etc., to provide professional services, if any, that are required by the specifications, Contractor shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254-004 of the Texas Government Code.

12) Certification of compliance with the provisions of Section 2254-004 of the Texas Government Code:(initial here)____________
13) Certificate Regarding Debarment And Suspension – By submitting a bid/proposal under this solicitation, the Contractor or offeror certifies that at the time the Contractor or offeror submits its bid/proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

14) Receipt is hereby acknowledged of the following Addenda to the Contract Documents:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Date Received</th>
<th>Ack. By</th>
</tr>
</thead>
<tbody>
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<td>1</td>
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</tr>
<tr>
<td>5</td>
<td>01/15/19</td>
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</table>

15) Summary of Bid

a. Base Bid – Contractor agrees to construct Contract No. 9500667, Terminal B & E Passenger Boarding Bridge Replacement Gates B9, B26, E31, E34, in accordance with the contract terms, plans and specifications and to complete the work within three hundred and thirty-five (335) consecutive calendar days for substantial completion, with an additional sixty (60) consecutive calendar days for final completion, from the date set forth in the Notice to Proceed for the following lump sum amount:

   BASE BID PRICE: ____________________________
   __________________________________________ DOLLARS and ____/100 $ ________________

Separate Cost Breakdown (for Tax Exemption Information)

   Materials to be Incorporated .................................................... $___
   All Other Costs ........................................ ................................. $___
   Total Base Bid .......................................................................... $___

TOTAL BID Detail

   Total Base Bid................................................................. $___
   Pre-Defined Allowances ......................................................... $ 100,000.00
   TOTAL BID ............................................................................... $____

16) The contract, if awarded, shall be to the lowest responsive, responsible Contractor whose bid, conforming with all materials terms and conditions of the invitation for bids, is the lowest in price.

17) When alternates are used, the Board reserves the right to Contract for any combination of Base and or Alternates stated, or none of the above. Contractor must bid on the base and all alternates. Bids addressing only the base or alternate items will be considered non-responsive.

18) The Contractor shall complete the following statement by checking the appropriate space.

   a. The Contractor has ____ has not ____ participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.
   b. The Contractor has ____ has not ____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.
   c. If the Contractor has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Contractor shall submit a
compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of contract.

d. Standard Form 100 is normally furnished contractors annually, based on a mailing list currently maintained by the Joint Reporting Committee. In the event a contractor has not received the form, he may obtain it by writing to the following address: Joint Reporting Committee, 1800 G Street, Washington, DC 20506.

e. ( ) The below listed firm is a Disadvantaged Business Enterprise (DBE / M/WBE).

NAME OF CONTRACTOR/CORPORATION: ____________________________________________________________

CONTRACTOR'S ADDRESS: ________________________________________________________________

CITY, STATE, ZIP: __________________________ PHONE NO.: ________________________________

________________________________________________________

PRINTED NAME & TITLE OF PERSON SIGNING BID FEDERAL I.D. NUMBER

________________________________________________________

SIGNATURE: ____________________________________________________________
(Seal, if bid by a Corporation)
EXHIBIT 6
Statement of NFPA 415-2013 (Standard on Airport Terminal Buildings, Fueling Ramp Drainage and Loading Walkways) Compliance

This is to certify that all Passenger Boarding Bridges furnished by ThyssenKrupp Airport Systems, Inc. are designed and manufactured in strict accordance with the requirements of NFPA 415-2013. We further state that:

1. All components and assemblies of the bridges required to be tested under NFPA 415-2013 have been tested for compliance by a Nationally Recognized Testing Laboratory (NRTL) and meet or exceed the requirements of the standard.

2. The design and construction of the entire bridge is in compliance with all the requirements of NFPA 415-2013.

3. There have been no design changes since the component testing that would materially affect the outcome of the test certifications.

NFPA 415-2013 Section 6.4.6 Test of Floors
The bridge floor was tested and complied with NFPA 415-2013 as recorded by Intertek Testing Services NA, Inc. Test Report 3181041SAT-014, which includes material list, tested construction, and compliance information.

NFPA 415-2013 Section 6.4.6 Test of Walls
The bridge glass wall was tested and complied with NFPA 415-2002 as recorded by Southwest Research Institute, Project No. 01.11310.01.001, which includes the test procedure, description of the test assembly, test results, and compliance information.

NFPA 415-2013 Sect 6.4.7, Test of Flexible Closures
The bridge canopy was tested and complied with NFPA 415-2013 as recorded by Intertek Testing Services NA, Inc. Test Report G101258905SAT-002, which includes material lists, tested construction, and compliance information.

NFPA 415-2013 Sect 6.4.8, Test of Cab and Rotunda Slat Curtains
The bridge cab curtains were tested and complied with NFPA 415-2013 as recorded by Intertek Testing Services NA, Inc. Test Report G100015558SAT-001, which includes material lists, tested construction, and compliance information.

NFPA 415-2013 Sect 6.4.9, Test of Bumpers
The bridge bumper was tested and complied with NFPA 415-2013 as recorded by Intertek Testing Services NA, Inc. Test Report 3181041SAT-005B, which includes material lists, tested construction, and compliance information.

NFPA 415-2013 Sect 6.4.10, Tests of Misc. Seals and Weather Stripping Assemblies
The bridge seals were tested and complied with NFPA 415-2013 as recorded by Intertek Testing Services NA, Inc. Test Report 3181041SAT-012, which includes material lists, test construction, and compliance information.
The above mentioned tests have been carried out successfully in accordance with the requirements of the NFPA 415-2013 and all the recorded test reports are available upon request for the review and approval of the Authority having jurisdiction on each project.

Reddy Poondla P.E.
Director of Engineering ET-AS-AIR
### 1.0 Reference and Address

<table>
<thead>
<tr>
<th>Report Number</th>
<th>3181041SAT-006</th>
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<tr>
<td>DRAFT Issued</td>
<td>22-Jan-2014</td>
</tr>
<tr>
<td>For Review and Comment</td>
<td>22-Jan-2014</td>
</tr>
<tr>
<td>Applicant</td>
<td>ThyssenKrupp Airport Systems, Inc.</td>
</tr>
<tr>
<td>Manufacturer</td>
<td>ThyssenKrupp Airport Systems, Inc.</td>
</tr>
<tr>
<td>Address</td>
<td>3201 North Sylvania Avenue Suite 117 Fort Worth, TX 76111</td>
</tr>
<tr>
<td>Address</td>
<td>3201 North Sylvania Avenue Suite 117 Fort Worth, TX 76111</td>
</tr>
<tr>
<td>Country</td>
<td>USA</td>
</tr>
<tr>
<td>Contact</td>
<td>Jason Bryan</td>
</tr>
<tr>
<td>Phone</td>
<td>(817) 344-7960</td>
</tr>
<tr>
<td>FAX</td>
<td>(817) 834-6985</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:jason.bryan@thyssenkrupp.com">jason.bryan@thyssenkrupp.com</a></td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:jason.bryan@thyssenkrupp.com">jason.bryan@thyssenkrupp.com</a></td>
</tr>
</tbody>
</table>
## 2.0 Product Description

<table>
<thead>
<tr>
<th>Product</th>
<th>Basic Passenger Boarding Bridge System (Steel)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brand name</td>
<td>NA</td>
</tr>
<tr>
<td>Description</td>
<td>The product covered in this report is a weather-protected walkway between the airport terminal building and commercial aircraft for enplaning and deplaning airline passengers.</td>
</tr>
<tr>
<td>Models</td>
<td>Basic Two-Tunnel Passenger Bridge System - Steel; Basic Three-Tunnel Passenger Bridge System - Steel</td>
</tr>
<tr>
<td>Model Similarity</td>
<td>The two models are identical except in the number of telescoping tunnels designed into each (two or three)</td>
</tr>
<tr>
<td>Ratings</td>
<td>NA</td>
</tr>
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<td>Other Ratings</td>
<td>NA</td>
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</tbody>
</table>
FOLLOW-UP SERVICE PROCEDURE  
(TYPE R)  

PASSENGER BOARDING BRIDGES  
(QGLA)  

Manufacturer: THYSSENKRUPP AIRPORT SYSTEMS INC  
(100238-823)  
3201 N SYLVANIA AVE  
FORT WORTH TX 76111-3117  

Applicant: SAME AS MANUFACTURER  
(100238-823)  

Listee: SAME AS MANUFACTURER  
(100238-823)  

This Procedure authorizes the above manufacturer to use the marking specified by Underwriters Laboratories Inc.(UL), or any authorized licensee of UL, only on products covered by this Procedure, in accordance with the applicable UL Services Agreement. The prescribed Mark or Marking shall be used only at the above manufacturing location on such products which comply with this Procedure and any other applicable requirements. 

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Underwriters Laboratories Inc.

Stephen Hewson  
Senior Vice President  
Global Follow-Up Service Operations

William R. Carney  
Director  
North American Certification Program
May 19, 2020

Ms. Melissa Wendel  
Lee County Port Authority  
P: 239-590-4556  
E: mmwendel@flylcpa.com

Reference: Passenger Boarding Bridge Replacement Project  
(RFB) 20-53MMW  
Southwest Florida International Airport

Dear Ms. Wendel,

After reviewing Addendum 2 received May 19, 2020, it is apparent that the Lee County Port Authority has issued a sole-source bid for (RFB) 20-53MMW for the procurement of the passenger boarding bridges. Addendum 2 and the technical specification contained within, is restricting competition and is only allowing the equipment from our competitor. While theoretically, anything is possible and anything could be re-engineered, forcing us to design and build a passenger boarding bridge to our competitor’s standard design indirectly, though effectively, eliminates us from submitting a competitive bid.

The technical specification contained in addendum 2 unequivocally states that thyssenkrupp Airport Systems is an approved manufacturer. Furthermore, we actually exceed the required qualifications, as listed in the specification. However, our standard design is not being allowed.

Our Passenger Boarding Bridge design represents an absolute service proven, very modern standard bridge design. It can be found in over 6,000 passenger boarding bridges around the world. And proudly, to name only a few, almost 2000 bridges in North America alone, can be found in reputable world-class airports like Miami, Tampa, Orlando, Fort Lauderdale, Los Angeles, Boston, New York, Newark, Chicago, Washington DC, Toronto, Dallas-Fort Worth, Houston, and Toronto to name a few.

We trust you are aware that this project is employing both State and FAA funding. Therefore, we are convinced that the specification should allow for reliable, impartial, and transparent competition, thus allowing for a fair and competitive bidding process. Considering that there are only two qualified Passenger Boarding Bridge manufacturers in the U.S., it cannot be in the best interest of the Lee County Port Authority to sole-source, neither would it be, we trust, appreciated by the elected Lee County representatives or by officials of the FAA. Furthermore, at this stage, this even precludes to assess the appropriateness, or legality, of deliberately restricting competition.

When this bid was re-issued the second time through the Lee County Port Authority, the specifications became much more one sided and almost identical to our competitor’s PBB specifications. We have identified those items and submitted RFI’s during the allowable time. Although our bridges meet and exceed the performance requirements of the specifications, they differ in some areas from our competitor’s bridges. The following items are significant changes which will force us to completely re-design our bridges. This will make us non-competitive. Additionally, there are several smaller items not
listed below that are our competitors standard that would cause us to make additional design changes and further reduce the competitive bid process.

1. Electro-Mechanical Lift System: Ref. RFI #3, tk-2, tk-9, tk-20
2. Continuous Welding: Ref. RFI #tk-6
3. Plank Type Ceiling: Ref. RFI. # tk-22
4. Both sides of the canopy closure shall be independently adjustable: Ref. RFI # tk-13
5. Tunnel lighting shall be positioned parallel to the tunnel centerline: Ref. RFI # tk-21
6. Corrugated or truss style tunnel construction: Ref. RFI # tk-28
7. Aluminum subflooring: Ref. RFI # tk-31 & 9

In conclusion, We are prepared and intend to deliver a truly competitive offer with a superior technical and perfectly service-proven design and product. We require and expect your support, to ascertain that unjustifiable efforts to deliberately restrict competition shall not be entertained. We are convinced that your airport, county, and Lee County’s official representatives wish for and deserve transparent and truly impartial competition.

We are looking forward to hearing from you at your very earliest convenience, especially considering the very tight bid timeframe for Ft. Meyers, to address this serious issue. We are prepared to relinquish on no reasonable effort to ascertain this bid and its very process to be impartial and unbiased.

Sincerely,

Greg Engleby
North America Sales Manager
ThyssenKrupp Airport Systems, Inc.
(817)-734-7324
greg.engleby@thyssenkrupp.com

CC: Mr. Ben Siegel
August 4, 2020

Melissa M. Wendel, CPPO
Procurement Manager
Lee County Port Authority
Southwest Florida International Airport
11000 Terminal Access Road, Ste. 8671
P: 239-590-4556
E: mmwendel@flylcpa.com

Re: Response in Opposition to JBT Aerotech Corp’s Protest for RFB 20-53MMW For Passenger Boarding Bridge Replacement at the Southwest Florida International Airport

Dear Ms. Wendel:

In this bid protest proceeding for the above-referenced project, thyssenkrupp Airport Systems Inc., ("Thyssenkrupp"), the prospective awardee of the contract at issue, responds and objects to the bid protest filed before the Lee County Port Authority ("LCPA") by aggrieved bidder JBT Aerotech Corporation ("JBT"). As explained in greater detail below, JBT’s protest is wholly without merit and should be denied in its entirety without further delay.

Further, pursuant to the LCPA Purchasing Manual (the “Purchasing Manual”) Section 10.2(F), Thyssenkrupp requests that the LCPA Bid Dispute Committee award it its costs and attorney’s fees for having to file this response.

I. INTRODUCTION AND STANDING TO RESPOND

This protest pertains to LCPA’s request for bids for project number RFB 20-553MMW, for Passenger Boarding Bridge Replacement at the Southwest Florida International Airport. (the “Project”).
On or about July 15, 2020, LCPA provided its written notice of intent to award the Project at issue to Thyssenkrupp as the lowest responsible bidder. Thyssenkrupp is a worldwide leader in the manufacturing, installation and servicing of passenger boarding bridges. The company is located at 3201 N. Sylvania Ave., Suite 117, Fort Worth, TX 76111. It can be reached by phone at (817) 210-5000, and by facsimile at (817) 834-6985.

On July 16 and 17, 2020, pursuant to the Purchasing Manual, two entities filed Notices of Intent to Protest the intended award at issue. One Notice was filed by Aero Bridgeworks, Inc. (“Aerobridgeworks”) and contained no specific protest grounds. Further, Aerobridgeworks did not timely follow up its Notice with a bid protest by the applicable deadline, and therefore has waived its right to file a protest for this Project.

The second Notice of Intent to Protest was filed by JBT on July 16, 2020. JBT followed up with the instant bid protest, which according to the LCPA was filed on July 23, 2020. Assuming the information provided by LCPA is correct, Thyssenkrupp does not dispute that JBT’s protest was filed in a timely manner. However, for the reasons that follow, JBT’s protest is both deficient and without legal merit, and is therefore due to be denied by the Bid Dispute Committee (the “Committee”).

The undersigned attorneys are counsel for Thyssenkrupp and have been authorized by Thyssenkrupp to file a response to this appeal. This response is timely filed, being submitted via electronic mail on August 4, 2020 before 5:00 p.m. A courtesy copy will also be sent to LCPA by overnight delivery.

Bid opening revealed that five (5) contractors timely submitted bids for this Project. Those contractors were Thyssenkrupp, Aerobridgeworks, JBT, Owen Ames Kimball Co., and Whiting Turner Contracting. In terms of price, the unevaluated bids were as follows:

**RFB 20-53: PASSENGER BOARDING BRIDGES**

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Price</th>
</tr>
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<tbody>
<tr>
<td>AEROBRIDGWORKS:</td>
<td>$24,159,600.00</td>
</tr>
<tr>
<td>JBT CORPORATION:</td>
<td>$25,649,547.00</td>
</tr>
<tr>
<td>OWEN AMES KIMBALL CO. OF FLORIDA INC.</td>
<td>$25,795,090.93</td>
</tr>
<tr>
<td>WHITING TURNER CONTRACTING CO.</td>
<td>$26,760,000.39</td>
</tr>
<tr>
<td>THYSSEN KRUPP AIRPORT SYSTEMS INC.</td>
<td>$24,268,558.00</td>
</tr>
</tbody>
</table>
Although the lowest unevaluated bidder, Aerobridgeworks was not deemed by LCPA to be responsible, presumably because it was precluded from bidding per the Q&A due to a conflict of interest. Further, Aerobridgeworks has waived its right to an award by failing to file a timely protest.

Thus, JBT submitted the third-highest price of all bidders, and Thyssenkrupp’s price was more competitive than JBT’s price by about $1.4 million.

II. SPECIFIC FACTS SUPPORTING THE DENIAL OF THIS PROTEST

A. JBT’s Protest Violates the LCPA Purchasing Manual and Should be Disregarded

Pursuant to the LCPA Purchasing Manual, Section 10.1(H), a formal written protest shall contain the following:

1. Port Authority bid identification number and title.
2. Name and address of the proposed recipient of the bid award (affected party).
3. The name and address of the protester, and the title or position of the person submitting the bid protest.
4. A statement of disputed issues of material fact. If there are no disputed material facts, the written protest must so indicate.
5. A statement indicating the relief to which the protester deems him/herself entitled.
6. A concise statement of the facts alleged and of the rules, regulations, statutes, and constitutional provisions entitling the protester to relief.
7. Such other information as the protester deems to be material to the issue.

Here, JBT’s protest is materially deficient. First, JBT’s protest does not set out a list of disputed issues of material fact, or the absence thereof. JBT includes only the blanket statement that “to the extent that there are any disputed issues of material fact, they are described in detail in the following sections.” (Protest at p. 1). However, the “following sections” contain nothing but argument, and do not describe what is or is not a disputed fact. Nor is there a dedicated statement of facts alleged or facts at issue. This renders a proper review by the Committee impossible.

Section 10.1(J) of the LCPA Purchasing Manual clearly sets out that "Failure to Follow the Bid Protest Procedure set out in the Lee County Port Authority Purchasing Manual Shall Constitute a Waiver of Your Protest and Resulting Claims.” JBT was clearly aware of the Purchasing Manual’s requirements; it cites the Purchasing Manual in its Notice of Intent to Protest. JBT’s failure to file a properly organized and detailed protest – for these reasons and the reasons that follow -- should result in a rejection of its protest by the Committee, and an award of the Project to Thyssenkrupp.
B. JBT’s Protest Does not Discuss the Applicable Law or How it Applies to the Protest

As a further reason justifying why the protest should be disregarded, JBT’s Protest does not contain any detailed discussion of the applicable law or how the law would be applied to the protest grounds it raises. This is because the grounds raised by JBT are not sufficient to disrupt the thorough and well-considered decision of LCPA.

For this particular Project, the award at issue should not be reversed, and a bid protest should not be granted, unless the protestor can show that the decision by the agency was clearly erroneous, arbitrary and capricious, or the product of fraud, duress, or other criminal activity. “In Florida...a public body has wide discretion in soliciting and accepting bids for public improvements and its decision, when based on an honest exercise of this discretion, will not be overturned if it may appear erroneous and even if reasonable persons may disagree.” 

_Biscayne Marine Partners LLC v. City of Miami_, 273 So. 3d 97, 102 (Fla. 3d DCA 2019) (quoting _Liberty Cty. v. Baxter's Asphalt & Concrete, Inc._, 421 So. 2d 505, 507 (Fla. 1982)).

An action by a public body is only “arbitrary if it is not supported by logic or the necessary facts” and “capricious if it is adopted without thought or reason or is irrational.” _Health Hadi v. Liberty Behavioral Health Corp._, 927 So. 2d 34, 38 (Fla. 1st DCA 2006). The discretion of a public entity to solicit, accept or reject contract bids should not be interfered with absent a showing of dishonesty, illegality, fraud, oppression or misconduct. _Dep't of Transp. v. Groves-Watkins Constructors_, 530 So. 2d 912, 914 (Fla. 1988); _Sutron Corp. v. Lake Co. Water Auth._, 870 So.2d 930, 932 (Fla. 5th DCA 2004).

An award may still be sustained even if the protestor shows an error or irregularity in a bid. Considering the nature of public contracting, involving many pages of specifications and criteria all requested within a limited period of time, a public body has the discretion to make an award despite minor irregularities. _See, e.g. Sunshine Towing at Broward, Inc. v. Dep’t of Transp._, No. 10-0134BID (Fla. DOAH Apr. 6, 2010) (concluding that the agency’s determination that the requirement was “minor irregularity” was not a “clearly erroneous” decision on the basis of the strict standard of proof required in bid protest cases). Not every deviation from the invitation to bid is material. A deviation is only material if it gives the bidder a substantial advantage over the other bidders and is shown to restrict or stifles competition. _Robinson Elec. Co., Inc. v. Dade Co._, 417 So. 2d 1032, 1034 (Fla. 3d DCA 1982).

For the reasons that follow, Thyssenkrupp will demonstrate that its bid was compliant with the specifications at issue, that the LCPA properly evaluated all bids using reasonable criteria that were reasonably considered, and that any alleged issues with Thyssenkrupp’s bid were nonexistent, minor, or immaterial. The award of this Project to Thyssenkrupp by the LCPA should be sustained.
C. The Bid Satisfies the Criteria for Section 11 8504-page 18, 1.12R.8.b Vertical Drive – Electromechanical

JBT falsely states that Thyssenkrupp could never meet the requirement for Vertical Drive-Electromechanical and suggests that is it impossible that Thyssenkrupp is “now suddenly able to meet this specification requirement”. This is untrue.

First, by way of background, Thyssenkrupp did attempt to convince LCPA to allow it to use a hydraulic lift system rather than ball screw technology in the lift system for the Passenger Boarding Bridges (“PBBs”) under the Project at issue. It has been proven that the reliability of the hydraulic lift system is much better, while the life cycle cost is much less than ball screw system, offering the customer an up-front and life cycle cost savings. If the proven hydraulic lift system were allowed, LCPA would have saved $400,000.00 at initial purchase, and another approximately $250,000.00 in maintenance and spare part costs during the life of the PBBs. It is for this reason that Thyssenkrupp normally offers a hydraulic lift system, and attempted to convince LCPA to permit this standard for this Project. For example, LCPA’s earlier specifications issued under Manhattan a month earlier allowed hydraulic lift system. (Exhibit C1). As stated during the pre-bid meeting, when the initial bid was being administered by Manhattan Construction, it was publicly stated that the bid specifications would be opened up to allow Thyssenkrupp’s standard design features, such as hydraulic vertical lift system.1

However, LCPA, in its discretion, chose to require the ball screw technology to the exclusion of the hydraulic lift system. LCPA asked Thyssenkrupp to agree that it would agree to use LCPA’s desired criteria for the electromechanical lift system, and Thyssenkrupp did so.

Thyssenkrupp’s attempt to convince LCPA to switch to a less expensive and more reliable alternative was reasonable under the circumstances, but should not be mistaken as an inability to provide a ball screw system. Thyssenkrupp has always been able to meet the LCPA’s electromechanical lift system requirements. Ball screw technology has been around since the late 19th century and it is a fairly simple technology used in many, many industries such as aviation, automotive, and machine tools. The technology is commercially and readily available and to convert a bridge from a hydraulic lifting system to an electromechanical lifting system was fairly simple and something that Thyssenkrupp agreed that it was able to provide.

Thyssenkrupp has engineering centers and manufacturing facilities around the world that are fully capable of providing a compliant product with an electromechanical lift system, and its manufacturing capabilities were described in detail in its bid package. LCPA committed no error in relying on Thyssenkrupp’s agreement to provide LCPA’s preferred specification.

JBT’s protest also states that “TK’s bid still indicates that it intends to provide a hydraulic lift

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1 While Thyssenkrupp fully intends to comply with LCPA’s preferred specification, it notes that it can offer substantial savings, not only at the time of purchase, but during the life of the bridge, by using a hydraulic system, and encourages LCPA to permit both alternatives in future procurements. Further, to stand behind this claim, Thyssenkrupp would still offer this savings should LCPA so choose for this project.
system.”  (Protest at p. 2).  This is not a factual statement and is not supported by any evidence. JBT attempts to use drawings submitted in Thyssenkrupp’s original bid package, for another purpose, to support this statement. The drawings that were included in Thyssenkrupp’s original bid package were simply catalog stock drawings depicting a passenger boarding bridge for ease of reference. It is quite common to see general drawings such as what was included in the bid documents.

The intent of Thyssenkrupp’s bid was to provide a full, detailed, and compliant proposal, which was achieved. As noted in the final bid package, after all addenda, Thyssenkrupp acknowledged receipt of an agreement to all addenda, which of course include the requirement for an electromechanical lift system, and as such Thyssenkrupp has included this system in its bid. JBT’s protest is simply grasping at straws by incorrectly suggesting Thyssenkrupp intends to ignore the wishes of its customer.

Although not necessary to overrule this Protest, Thyssenkrupp notes that it is willing to provide LCPA (under strict confidentiality) detailed engineering drawings upon request which demonstrate the PBB’s electromechanical system with the ball screw technology. Although not required, Thyssenkrupp is willing to do this to assuage any concerns that it cannot fulfill this specification.

D. Thyssenkrupp’s Bid Complies with Section 11 8504-page 14, 1.12.J.7 Material, Parts, and Processes

In its opening statement and several times in this section of its protest, JBT brings up past projects by Thyssenkrupp that have no relevance to the current project in Fort Myers. What Thyssenkrupp may or may not have offered to provide in past projects has nothing to do with whether or not it provided a compliant bid to the LCPA, which of course, it did. The Specifications for this Project do not require that Thyssenkrupp bid this project in the exact same way that it bid other projects. Just as Lee County’s needs are not the same as every other airport in the United States, Thyssenkrupp, through its wide network of resources, personnel, and partners, has the flexibility to adapt its performance to the needs of the customer. JBT’s arguments in this section of its protest again demonstrate its reliance on innuendo, rumor, and speculation rather than actual evidence.

JBT goes on to state that “TK’s C-pan design does not allow for the inclusion of a glass pane window”, as required by the RFB’s specification. (Protest at p. 2). This also is not true. Thyssenkrupp is able to include glass pane windows as required per the specifications, as agreed to. Thyssenkrupp has done so in the past; for instance, this was done for Boeing Aircraft Company’s 787 Dreamliner Delivery Center PBBs in Seattle. (See Exhibit D1). However, even if Thyssenkrupp had never constructed its PBBs in this manner before (which is untrue), LCPA committed no error in relying upon an industry leader’s agreement that it could meet the specifications for this project.

JBT goes on to further state that regarding continuous welding, “The authority should not allow itself to be duped by last minute reversals claiming that various key requirements like this one can now suddenly be met.” (Protest at p. 3). JBT would not know or be aware of the research,
development, and engineering that Thyssenkrupp has done over past years regarding this requirement. JBT’s protest creates the false suggestion that they are the only company that is capable of doing continuous welds on their bridges. This is simply not true and is another example of a poor assumption by JBT. Thyssenkrupp has been in the steel business for more than 200 years, and is capable of welding in this manner if ultimately required by LCPA. JBT is well aware of this and should not make such clearly incorrect intimations to the contrary in its protest.

Next JBT states that, “the RFB required a truss wall design, which TK does not utilize”. (Protest p. 2). This again is another misleading statement, and JBT’s claim is not correct. Thyssenkrupp’s design has been specifically allowed for this project. See Addendum #4, Q&A 33 (Exhibit D2).

Finally, regarding the “last minute reversals” mentioned above and originally found in JBT’s protest, this statement holds no merit. All bidders are forced to make last minute decisions based on the contents of addenda, answers to requests for information, the need to offer a financially competitive bid, and the needs of the customer. Agreeing to a compromise in construction based on the individual needs of the consumer in a competitive bidding process is a common occurrence and Thyssenkrupp has followed the requirements of the bid documents and the addenda. LCPA committed no error in awarding the Project to Thyssenkrupp simply because it agreed to the requirements that LCPA published.

E. There is No Deviation With Section 11 8504-page 31, 1.12AB.10.k and 1.12.AB.10.m Finishes and Materials

This section of the specification, in pertinent part, states that the sub-floor in the cab and bubble areas and C tunnel subfloors shall be aluminum. JBT suggests with no proof that Thyssenkrupp cannot meet this specification. This protest ground is also in error.

JBT first suggests that Thyssenkrupp cannot meet this manufacturing requirement because it would require a complete redesign of its product in two weeks. This statement makes an unsupported assumption that Thyssenkrupp redesigned its floor in a two-week period of time and had not done any previous design work or development on an aluminum sub-floor. JBT is not and cannot be aware of any confidential and proprietary engineering or design work that may have occurred in the past regarding aluminum flooring. JBT engages in rank and irrelevant speculation that Thyssenkrupp cannot meet the aluminum requirement. What is relevant is that Thyssenkrupp adhered to the bid documents and addendums and submitted a compliant bid.

What is more, as Thyssenkrupp stated in response to Q37, its rotating cab floor is already aluminum. (Exhibit E1). At Q40, Thyssenkrupp explained that a subfloor is needed for JBTs bridges since they use corrugated floor construction. (Exhibit E2). Carpet cannot be laid over corrugated surface, and therefore JBT’s bridges must have a subfloor. JBT’s standard subfloor is plywood, which is not suitable in humid environment such as in Ft. Myers.

Rightfully, LCPA did not want plywood in the cab area and in tunnel C, which is more susceptible to absorption of moisture and other issues. However, LCPA allowed the subfloor to be plywood
in tunnels A and B. (Exhibit E3). It seems LCPA, in its discretion, allowed a plywood subfloor in some areas, which inured to JBT’s benefit for some specifications, but not in others. Again, this is a common occurrence in procurements after questions are asked and concerns are raised.

Thyssenkrupp uses a galvanized / galvanealed flat surface throughout the bridge floor, except the rotating cab, where it uses aluminum flooring. At Q40, Thyssenkrupp asked if LCPA would allow galvanized / galvanealed sub-floor laid over already existing flat galvanealed surface. LCPA requested that this layer, subfloor, be aluminum as requested by the specifications. **This does not require any design change, or require additional certification.** It is merely an addition to Thyssenkrupp’s existing floor, and not a substitution as it would be for JBT’s design. Simply because this would require a redesign for another customer does not mean it would for Thyssenkrupp. More importantly, LCPA committed no error in selecting Thyssenkrupp agreed to LCPA’s preferred specifications. Therefore, no additional certification would be required, and this argument is in error.

**F. Thyssenkrupp is UL/ETL Certified and Is Obtaining Amended Certifications**

In this section JBT incorrectly argues that Thyssenkrupp’s ETL listing and UL certificate are not valid for the bridges that they submitted for this project. This is a protest ground based on another faulty premise.

Thyssenkrupp’s standard design for its PBBs is both UL listed and certified and ETL certified. As noted above, Thyssenkrupp believed that the technical specification would be written, or an alternate specification accepted, in a way that would have allowed its standard design to be provided. Unfortunately, they were not, but this was only after LCPA confirmed this through multiple Q&As and RFIs.

After multiple RFI’s requesting that a standard design be allowed, and eventually being informed via addenda that they would not be, Thyssenkrupp chose an acceptable alternate design which is fully compliant with the bid documents.

As is common knowledge in the airport construction industry, UL Certification is a lengthy and rigorous process, and certifications must be renewed from time to time. As LCPA knows, Thyssenkrupp, nor any other entity, cannot obtain a new certification overnight. As soon as the RFI and addenda required a design change, Thyssenkrupp moved expeditiously to obtain certifications for its revised design. Thyssenkrupp’s request is pending, and it will expeditiously obtain the required certifications as required now that it will be using an alternate design that is compliant with the bid documents. It should be noted that Thyssenkrupp, along with all others who are UL certified, receives quarterly audits from UL in order to maintain their certification in any regard, as LCPA is likely aware. **(See Exhibit F1).** Certification is a continual process.

After the addenda at issue were published by LCPA, LCPA only asked that Thyssenkrupp agree to meet all addenda and sign the “Specification Clarification and Certification” sheet. **(Exhibit F2).** Notably, the addenda did not require the bidders to be recertified by the time of bid opening,
as LCPA presumably knew this would be an impossible timeline. Since Thyssenkrupp already had the requisite certifications, it will surely be able to obtain new certifications on its amended design; it simply just does not happen overnight. It was fully within LCPA’s discretion to award the Project to Thyssenkrupp since Thyssenkrupp had the requisite certifications and will have amended certifications shortly, and agreed to be bound by all addenda. See Acad. Express, LLC v. Broward Cty., 53 So. 3d 1188, 1190 (Fla. 4th DCA 2011) (finding proposal facially responsive because awardee answered "Yes" to each question regarding experience).

On Page 8 of the Request for Qualifications (“RFQ”) for this Project, LCPA states the following:

**A.18 RESERVATION OF RIGHTS**
The Authority reserves the right to reject any and/or all bids, accept or reject any alternates, waive irregularities and technicalities if it is in the best interest of the Authority, in the Authority’s sole judgement, and conforms to applicable state and local laws or regulations. The Authority further reserves the right to make inquiries, request clarifications, require additional information and documentation from any bidder, or cancel this solicitation and solicit for new bids at any time prior to the execution of an agreement. [...] All such actions shall promote the best interest of the Authority.

(Exhibit F2). Thus, it was completely committed to LCPA’s discretion to award the Project to Thyssenkrupp upon Thyssenkrupp’s agreement to use an amended design, in order to promote the best interests of the Authority and save $1.4 million on the Project. Any argument to the contrary should not be well taken.

Further, the law of the State of Florida directly supports LCPA’s decision in this regard. In addition to the language in Section A18 quoted above, Florida law provides that the LCPA can award the bid to Thyssenkrupp based on Thyssenkrupp’s certification and representation that amended certifications are forthcoming. See Capeletti Bros. v. State Dep’t of Gen. Servs., 432 So. 2d 1359, 1363 (Fla. 1st DCA 1983). In Capeletti, the Florida First District Court of Appeal affirmed a bid award to Bergeron Land Development, Inc. (“Bergeron”) for rough site preparation and grading at a Dade County correctional facility. Id. at 1360. The correctional facility was not easily accessible because it was adjacent to a private roadway. Id. at 1361. At the time of awarding the bid and at a subsequent bid protest hearing, Bergeron “had not yet made definite arrangements to gain access to the project site, [but] it nevertheless assumed responsibility therefor at the amount for which it bid the job.” Id. Even though Bergeron had not yet confirmed access to the project, the Court determined that the bid award to Bergeron was not arbitrary or capricious. Id. The Court further noted that Bergeron did not have any economic advantage in the bidding process because it assumed responsibility for obtaining access. Id.

The situation is substantially similar for this Project. Thyssenkrupp has not gained any economic advantage in the bidding process by the purported certification issues raised by JBT. To the contrary, Thyssenkrupp is obtaining the certifications at its own cost and, like the Capeletti case,
has represented that it will obtain the certifications before work begins. LCPA has complete
discretion to affirm the intended award to Thyssenkrupp.

G. Thyssenkrupp is UL/ETL Listing for the Most Recent Edition of NFPA 415

In its next section, JBT’s protest states that Thyssenkrupp is not certified to the latest edition of
NFPA-415, which is the 2016 edition. In actuality, Thyssenkrupp is certified to the latest edition
of NFPA-415. (Exhibit G7).

Thyssenkrupp’s NFPA 415 Statement of Compliance, included in its bid, correctly stated that “The
bridge glass wall was tested and complied with NFPA 415-2002”. (Exhibit G1). Although it is a
correct statement, LCPA should note that Thyssenkrupp had this wall tested for NFPA415-2016
and the wall also complies with this standard. The previously submitted Statement of Compliance
is consistent with, and supported by, Thyssenkrupp’s updated Compliance Statement. (Exhibit
G7).

Additionally, JBT states that “it would have been impossible for SwRI or any other lab to certify
that a bridge wall containing glass could fully meet the NFPA-415 2002 edition standard.
Specifically, section 6.2.4 of the 2002 edition expressly disallowed windows in passenger boarding
bridges.” This statement mixes fact and argument and is misleading. Yes, NFPA-415 2002 edition
did not allow windows in passenger boarding bridges, but neither did the 2008 nor 2013 editions.
(See Exhibit G3, G4, G5, G6 for NFPA requirements). Item 6.2.4. states “There shall be no
transparent or translucent walls, windows, or surfaces other than those windows located in the
ramp access service door and in the cab area for the purpose of operating the aircraft loading
walkway”. Notably, this paragraph was removed in NFPA 415 - 2016.

However, this fact is immaterial, as Thyssenkrupp was able to get its glass bridges certified per
NFPA-415 performance requirements. (Exhibit G7, G8, G9). Further, in 2005, Thyssenkrupp
tested and received certification stating that glass panels meet the performance requirements of
NFPA 415. (Exhibit G2). The NFPA testing requirements related to walls have been the same for
many years.

Later, in 2018, Thyssenkrupp updated its NFPA-415 certification in accordance to NFPA 2016 for
the glass bridges used in the Toronto International Airport. These tests were carried by an
accredited testing laboratory, located in Europe. (Exhibit G9). See the enclosed letter from Intertek
confirming this fact (Exhibit G10).

Even if Thyssenkrupp was not certified to NFPA standards, which it is, this would not be a material
ground to protest the award. NFPA is not a regulatory organization with regulatory authority such
as OSHA or the EPA and is not the final say in where a glass bridge can be manufactured, installed,
or used across the country, and must defer to local authorities. Local city government and fire
marshals have the authority to approve a glass panel bridge as NFPA complaint even in
contravention of the old specifications. For instance, Thyssenkrupp was able to have its glass
bridges certified according to NFPA-415 performance requirements in Texas before NFPA ever
stated that glass would be permitted in boarding bridges. This was because the local governments and fire marshal accepted Thyssenkrupp’s certification as it met the performance requirements of NFPA-415.

But JBT knew this already, which makes this argument even more puzzling. Thyssenkrupp would also note a similar approval for JBT’s glass bridges supplded to Santa Barbara, California in 2011, and Wichita, Kansas in 2014. Thus, JBT’s statement that this is “impossible” is again a rank and quite frankly, untrue statement.

Assuming only for the sake of argument that Thyssenkrupp made a mistake by not clarifying this issue in its bid package (which is highly disputed), LCPA correctly exercised its discretion to award the Project to Thyssenkrupp, as this would be no more than a minor deviation or immaterial irregularity. Florida law as well as the LCPA Purchasing Manual allows a bidder to correct a minor irregularity, as well as provides for an owner to forgive a minor irregularity. See, e.g., Harry Pepper & Assoc. v. Cape Coral, 352 So. 2d 1190, 1192 (Fla. 1st DCA 1977).

In this instance, the case of Mercedes Lighting & Elec. Supply v. State, 560 So. 2d 272 (Fla. 1st DCA 1990) is instructive and should apply here. In Mercedes Lighting, a bid did not include a list of in-state service representatives as required under the bidding procedure. The court found this not to be a material error, because it was a waivable minor irregularity in the technical bidding requirements. By permitting the winning bidder to submit an untimely list of service representatives, the contracting entity did not prejudice or injure any other bidder or give itself an unfair advantage in the bidding process. Mercedes Lighting, 560 So. 2d at 278.

In any event, as noted above, the 2016 edition of the applicable NFPA requirements makes no mention of disallowing transparent or translucent walls, or windows. Thyssenkrupp is certified to both the 2002 and 2016 standards, and LCPA has the discretion to accept glass bridges here, as do other local authorities. This is a non-issue.

H. Thyssenkrupp is the Lowest Responsible Bidder

JBT argues that Thyssenkrupp is not a responsible bidder and does not have the integrity and reliability that will assure good faith performance. A responsible bidder is one “who has the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance of the contract.” LCPA Purchasing Manual, p. 7. Thyssenkrupp clearly meets this standard.

In this section of its Notice of Intent and its Protest, the only reasons that JBT sets forth to purportedly support a finding of non-responsibility are the same tired opinions set forth above that JBT feels Thyssenkrupp cannot perform the work for this Project based on the specifications at issue, along with unsupported argument that JBT is better for this Project than Thyssenkrupp. These statements made by JBT are based on their multiple incorrect claims as put forth in their protest and previously addressed in this response letter. Therefore, little additional response is required.
One additional point merits a brief response, though. As part of its lackluster argument that Thyssenkrupp is not a responsible bidder, JBT claims that Thyssenkrupp is somehow disqualified from receiving an award for this Project because it was “terminated” from an unrelated project at the Charlotte-Douglas International Airport (“CLT”). Although this argument lacks relevance and should not be considered, Thyssenkrupp writes to assuage any concerns that LCPA may have.

First, this ground was not present in JBT’s Notice of Intent to Protest, and therefore it has been waived by JBT for failure to provide the requisite notice to the Committee and LCPA. (See LCPA Purchasing Manual §§ 10.1 (C), (D), (G)). Second, while it is true that Thyssenkrupp received a request from CLT to meet certain conditions on the project, Thyssenkrupp met those conditions and continues to work on the CLT project and continues to provide goods and services to its customer. Thus, any dispute with CLT is far from settled.

LCPA, like other county and municipal authorities, have a wide discretion in determination of the lowest responsible bidder in Florida. E.g., William A. Berbusse, Jr., Inc. v. N. Broward Hosp. Dist., 117 So. 2d 550, 551 (Fla. 2d DCA 1960). Where there is mandatory competitive bidding, there is a great public interest for a contract to be awarded to the lowest responsible bidder. There is no requirement for the contracting entity to make a qualitative comparison of bidders. Where more than one bidder is responsible, the award should be to the lowest responsible bidder. There is no requirement that the award be made to the most responsible bidder. An award should not be made subjectively to a “more” responsible bidder where that bidder is not the low bidder. Caber Systems, Inc. v. Department of General Services, 530 So. 2d 325 (Fla. 1st DCA 1988); City of Sweetwater v. Solo Const. Corp., 823 So. 2d 798 (Fla. 3d DCA 2002). A contractor’s performance on one job does not establish a presumption of responsibility or lack thereof; decisionmakers look to the contractor’s past history on many past jobs to make such a determination. See, e.g., Baxter’s Asphalt & Concrete, Inc. v. Dep’t of Transp., 475 So. 2d 1284, 1285 & 1287 (Fla. 1st DCA 1985).

The fact that Thyssenkrupp, and industry leader for decades, is in one potential contract dispute, for one of its many contracts, with one airport 700 miles away from Ft. Myers, is legally insufficient to transform it from a responsible bidder to a non-responsive bidder. LCPA is not permitted to engage in a comparison between JBT and Thyssenkrupp and award the “most” responsible bidder; it has a duty to its citizens to award this project to the lowest responsible bidder. LCPA was well within its discretion to determine that Thyssenkrupp was a responsible bidder for this Project.

I. ThyssenKrupp Has A Qualified Installer for the Project

JBT makes a statement that Thyssenkrupp’s Installer, ATS, does not meet the requirement of the Scope of the Work (“SOW”). JBT describes the Scope of Work as “the replacement of the twenty-seven (27) Passenger Boarding Bridges (PBB), modifications to existing foundations for twenty-five (25) PBBs, construction of two (2) new foundations for gates C1 and C2, and engineered parking layouts that anticipate the carrier’s aircraft needs for the foreseeable future.” JBT then makes the conclusory statement that ATS cannot meet the minimum qualification requirements.
JBT is wrong again. Although Thyssenkrupp disputes JBT’s statements as to lack of qualification, JBT makes another unsupported assumption, as Thyssenkrupp does not intend to use ATS for all of the above listed SOW. Foundation and electrical works will be done by a qualified DBE subcontractor. ATS’s role will be limited with installation of bridges with the Thyssenkrupp team, and striping.

JBT makes a claim that Aerobridgeworks and Skycon are the only qualified installers (Notice of Intent to Protest, p. 5). These are the facts as JBT would like them. Aerobridgeworks was a bidder for this project in its own right and thereby would not work with Thyssenkrupp for its bid. As the Q&A notes, there are also potential conflicts of interest with Aerobridgeworks (Exhibit I-1). As far as Skycon is concerned, they have not installed any of Thyssenkrupp bridges on prior projects, and are not one of its certified installers. ATS is in fact much more qualified than Skycon to install Thyssenkrupp bridges, and using ATS for this item presents a financial and efficiency-based benefit to both LCPA and Thyssenkrupp.

This is further supported by the contract addenda. On May 29, 2020, a revised bid form was issued including addendum #5. In it, the bid form inquired whether bidders’ subcontractors were an installer of passenger boarding bridges and whether they had installed no less than three (3) passenger boarding bridge projects in the United States on projects of similar size and scope within five (5) years prior. There was no firm definition of what constituted a “similar size” project, and LCPA clearly had the discretion to interpret the term “similar” in any reasonable way.2

In accordance with the addendum, Thyssenkrupp submitted its installer qualifications to LCPA along with a list of past projects within the time frame requested, and its submission was unconditionally accepted. Additionally, ATS is in fact more than qualified to perform the work. JBT’s opinion that ATS is not qualified is mere biased opinion and not fact, and in any event does not rise to the level of pointing out a deviation from the specifications.

J. Thyssenkrupp is Entitled to An Award of Its Costs

Pursuant to Purchasing Manual Section 10.2(F), Thyssenkrupp requests that the LCPA Bid Dispute Committee award it its costs and attorney’s fees for having to file this response.

There are multiple reasons supporting this request. The first is JBT’s failure to conform to the requirements of the Purchasing Manual’s form for bid protests. JBT offered little facts in its protest and strung together a protest based on opinion, rumor, and innuendo. Another factor would be the complete lack of professionalism in JBT’s protest, which is little more than organized petulance and name-calling. JBT improperly attempted to boost its insufficient case by using unnecessary adjectives like: “duped,” “not credible,” “misleading,” “play[ing] fast and loose,” “lack of candor,” “sneak[ing],” “no confidence,” “[no] integrity and reliability,” “lying,” “lack of candor,” “misleading,” “misrepresent[ing],” and “attempting to deceive.”

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2 Thyssenkrupp would also note that its experience as co-installer for several projects that were similar in size and scope in response to the addendum, which JBT ignores.
These are not the words and statements made by a protest with a “rock solid” case. Thyssenkrupp has never been in the business of duping, lying, misleading, or misrepresenting itself. Ethics are a key core value for Thyssenkrupp and the fact that JBT claims that it is trying to dupe the LCPA is simply not true, and not called for in a professional document. For these reasons, and because JBT’s protest lacks merit, Thyssenkrupp asks for its costs in preparing this response, including reasonable attorneys’ fees.

Sincerely,

/s/ Michael S. Vitale

Michael S. Vitale

cc: thyssenkrupp Airport Systems, Inc.
Mr. Enver Sarilar
Denis L. Durkin

Enclosures

4827-7939-1174.2
10. Weather seals shall be provided at curtains to prevent wind blown dust, rain or snow from entering bridge interior.

11. Curtains, seals and covers shall provide complete protection from the exterior elements. There shall be no visible gaps or daylight apparent through the rotunda.

12. Threshold plates shall have chamfered edges to reduce tripping hazards.

Q. Telescoping Tunnels
   1. The telescoping tunnels shall be rectangular in cross section and hinged for vertical motion at the rotunda.
      a. The telescoping tunnels shall permit servicing of all commercial jet aircraft as required by the aircraft parking layout such that the slope of the tunnels does not exceed 1 in 12 (8.33%), with the exception of the transition ramps.
      b. The minimum inside width of the tunnels shall be 4 feet, 10 inches and the minimum inside height shall be 6 feet 11 inches.
      c. Flexible seals are to be used between the tunnel sections to provide a weather-tight seal preventing entry of blowing dust, rain, or snow.
      d. Where the telescoping sections overlap, ramps shall be provided to accommodate the difference in elevation. The ramps shall have yellow chamfered edges and handrails on both sides. Ramps shall have floor coverings as indicated in the finishes section.
      e. All tunnels shall have flat roofs to prevent the collection of water. Corrugated roofs will not be approved. Flat roofs should be designed to facilitate positive water drainage.

R. Drive Column
   1. The drive column assembly shall provide the force to swing, extend or retract, and raise or lower the bridge. This assembly shall be electro-mechanical.
   2. The motors and mechanisms for vertical, horizontal, and radial motion shall be integral parts of the drive and lift column assembly and operate in a smooth and quiet manner.
   3. The assembly shall be designed to permit simultaneous vertical travel, horizontal travel, and steering to permit expeditious movement to the aircraft.
   4. The drive system shall permit the unit to be extended/retracted and rotated to any point within its operating envelope and shall permit these movements at variable speeds between 0 and 90 FPM. Maximum speed shall be limited to 85-90 FPM. Control of the drive system shall be such as to provide smooth starts and stops and positive fail safe braking. The brakes shall remain effective with power removed from the unit.
   5. Axles, wheels and tires shall be operated within their respective manufacturer's recommendations. Tire footprint loads shall be limited to 200 P.S.I.
   6. Wheel/Tire assemblies shall be solid rubber tire tread on steel wheels as manufactured by Trelleborg or approved equal. Drive assembly shall operate satisfactorily as specified in the construction documents on wet, iced, or snow laden ramp surfaces.
   7. Provide a 2" wide reference stripe on each inner column tube indicating upper and lower travel limits.
   8. The assembly shall be electro-mechanical driven and the following requirements shall be met as applicable:
      a. Vertical Drive—Hydraulic
         1) The lift mechanism shall consist of two (2) extra capacity hydraulic rams. Each assembly shall be independent of the other and capable of supporting the bridge under full design load. An adjustable rate pump and cylinder system shall provide the necessary lift speed measured at the aircraft cab bumper.
2) The lift cylinders shall be equipped with internally mounted velocity fuses that prevent the bridge from descending in the event of fluid loss or other system failure. The hydraulic circuit shall be designed so that the bridge can be lowered manually in case of a power failure.

3) Mechanical stops in the cylinders shall be provided to prevent over-travel of the lift column. The system shall not be damaged if the bridge is raised or lowered into the cylinder stops.

b. Horizontal Drive—Electro-Mechanical

1) An electrical mechanical drive system shall provide extend, retract, swing, and steer capabilities at variable speeds up to 90 feet per minute. This two-wheeled system shall operate on solid tires. Both wheels shall be independently driven by AC gear motors with solid state silicon controlled rectifier (SCR) controls. The entire system shall be contained within the bridge and require only AC power.

2) A dynamic braking system shall allow the bridge to come to a smooth, controlled stop. Spring actuated brakes shall be located on each drive motor and lock the bridge in place whenever electrical power is cut off by moving the control lever to the neutral position or when there is a power failure.

3) The horizontal drive motors shall be equipped with brake releases. Connection lugs shall be provided to allow the bridge to be towed in the event of power failures.

c. Vertical Drive—Electrical Mechanical

1) The lift mechanism shall consist of two (2) recirculating ball bearing screw assemblies. Each assembly shall be independent of the other, with individual motors, and be capable of supporting the bridge under full design load and raising and lowering the bridge at an approximate speed of 2 feet, 6 inches per minute measured at the cab bumper. The ball nut of this assembly shall be equipped with wiper brushes to remove grit or dirt from screw threads and a self-locking Acme type thread to prevent unit collapse in the event of a ball nut failure.

2) The vertical drive motors shall be fitted with spring-applied brakes that release only when electric power is applied and vertical motion, up or down, is signaled from the operator's console or the auto-leveler system.

3) The brakes shall hold securely at all elevations, without creeping, whether the bridge is in operation or not.

4) The fault detector circuit shall shut down the electrical power to the vertical drive motors and set the brakes independently of the operator. This shall occur if the bridge is in the vertical-operate mode and there is differential motion at the ball screws.

d. PBB's shall provide for "conventional steering" as well as "point & go" steering. The PBB shall default to conventional steering, but mode shall be selectable through a password protected maintenance screen.

S. Aircraft Cab with Operator's Station

1. The aircraft cab with operator's station shall be designed to rotate a minimum of 125 degrees, a minimum of 92.5 degrees counterclockwise and 32.5 degrees clockwise on bridges with right-side service stairs and a minimum of 92.5 degrees clockwise and 32.5 degrees counterclockwise on bridges with left-side service stairs from the tunnel centerline to facilitate alignment with multiple aircraft parking configurations. The rotation speed shall be between 2 and 2.41 degrees per second. The cab shall be enclosed to provide maximum security and
EXHIBIT D1
Two glass panels near PBB Cab
A28. This is acceptable.

Q29. Section 11 8504-Page 28 1.12.AA.23.i Vertical travel limit switches shall be provided to prevent travel of the vertical lift columns into the mechanical stops. Our vertical drive system incorporates single-acting hydraulic cylinders. This design has inherent and end-of-travel stops with no chance of over travel. We request acceptance of our standard system without electrical travel limits.

A29. The PBB specification 118504 requires electromechanical lift columns as answered in previous addendum Q&A.

Q30. Section 11 8504-Page 28, 1.12.AA.25.b Tunnel lighting shall be provided by recessed LED panel fixtures with diffusers. The fixtures shall be 4 feet long and shall be positioned parallel to the tunnel centerline on a maximum of 8-foot centers...the control cab and one in the rotunda corridor adjacent to the terminal door. Our standard fixtures are perpendicular to the tunnel centerline with 6 foot spacing in between each fixture which meets the specified lighting levels. Our switches which control the lights are located in the cab and tunnel A. Please confirm your acceptance of our standards. Additionally, our fixed walkways would have the same lighting layout. Please confirm acceptance. If our standard is not accepted, we will not be able to submit a compliant or competitive bid.

A30. This is acceptable, assuming the lights are LED.

Q31. Section 11 8504-Page 30, 1.12.AB.10.d & h Ceiling should be planked type panels manufactured from 0.020-inch thick aluminum. We use painted, galvannealed steel sheets for the ceiling panels instead of aluminum planks-type ceiling panels. The material is processed at the steel distribution warehouse and is formed in long continuous coils and cut the width that we require. It comes pre-painted (coated) in the color that we specify. We kindly request approval of our standard. If not allowed we will not be able to submit a compliant and competitive bid. If our standard is not allowed, we will not be able to submit a compliant or competitive bid.


Q32. Drawing No. AP-2.1 through 2.7 The drawings mentioned above state that bag slides are required however it does not state whether they are (N) new or (E) existing. Please confirm that 27 new bag slides are to be included with the new PBB's.

A32. Please see AP-2 series drawings as issued in the previous addendum. All bag slides are new.

Q33. Specification No. 118504, page 1, 1.1.A.1: This specification is intended to include both two and three tunnel PBB's, of corrugated or truss style construction. Our standard bridge tunnel design is smooth sided galvanealed (galvanized) panels that are welded to angle and tubes at the end of each of the tunnels without using diagonal truss members. Please confirm that our standard design meets the intent of this paragraph and is
therefore acceptable. If our standard is not allowed, we will not be able to provide a compliant or competitive bid.

A34. **This is acceptable.**

Q35. General question regarding tax. Please confirm if this project is subject to tax or not. If not, will you provide a tax exempt certificate.

A35. **All bidders shall include applicable taxes in their bid.**

Q36. Specification No. 118504, page 30 & 31, 1-12.AB  Carpet and rubber flooring. Please confirm that the flooring in the PBB tunnels shall be carpet. Please confirm that the flooring in the cab and bubble shall be ribbed rubber.

A36. **Flooring requirements are listed in PBB specification 118504 section 1.12.AB.10.J and require rubber flooring in PBB tunnels.**

Q37. Specification No. 118504, page 31, 1.12.AB.10.1 Aluminum Sub-Floor While our exterior cab area at the articulating cab floor is aluminum, we request the use of our standard carbon steel floor in the cab bubble area. If our standard is not allowed, we will not be able to provide a compliant or competitive bid.

A37. **C tunnel and cab flooring shall be aluminum per PBB specification 118504 section 1.12.AB.10.m.**

Q38. Drawing No. PBB-2.1 through 2.3 The drawings indicated above show new exhaust fans on all PBB’s but they are not mentioned in the specifications. Please confirm that all 27 PBB’s shall be supplied with new exhaust fans.

A38. **Exhaust fans shall be provided on all 27 passenger boarding bridges in Rotunda per section 1.12.P.13.**

Q39. Drawing No. PBB-2.1 through 2.3, Specification No. 118504, page 26. The drawings and specs indicate that a single disconnect panel shall be mounted at the rotunda for the PBB, GPU & PCA. We request an exception to providing a single SS cabinet to house all of branch circuit protection for the bridge, PCA and GPU. We will comply with the specification’s intent by supplying individual branch circuit protection in separate enclosures. These three enclosures will be mounted beside each other on a mounting plate attached to the front of the rotunda column. Please accept our request to provide separate enclosures instead of a single enclosure.

A39. **This is acceptable.**

Q40. Regarding question and answer number 38 from addendum 2 that states that the PBB C tunnel shall have an aluminum sub floor. Corrugated tunnel construction bridges require the use of a subfloor due to their design. However, our design does not require a subfloor to be used as we already have a flat surface where the subfloor would go. We ask that this requirement not apply to us to due to our design. If you do require a sub floor, can we use galvanized steel instead of aluminum?
therefore acceptable. If our standard is not allowed, we will not be able to provide a compliant or competitive bid.

A34. This is acceptable.

Q35. General question regarding tax. Please confirm if this project is subject to tax or not. If not, will you provide a tax exempt certificate.

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Q36. Specification No. 118504, page 30 & 31, 1-12.AB Carpet and rubber flooring. Please confirm that the flooring in the PBB tunnels shall be carpet. Please confirm that the flooring in the cab and bubble shall be ribbed rubber.


Q37. Specification No. 118504, page 31, 1.12.AB.10.1 Aluminum Sub-Floor. While our exterior cab area at the articulating cab floor is aluminum, we request the use of our standard carbon steel floor in the cab bubble area. If our standard is not allowed, we will not be able to provide a compliant or competitive bid.

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A39. This is acceptable.

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EXHIBIT E2
therefore acceptable. If our standard is not allowed, we will not be able to provide a compliant or competitive bid.

**A34. **This is acceptable.

**Q35. **General question regarding tax. Please confirm if this project is subject to tax or not. If not, will you provide a tax exempt certificate.

**A35. **All bidders shall include applicable taxes in their bid.

**Q36. **Specification No. 118504, page 30 & 31, 1-12.AB Carpet and rubber flooring. Please confirm that the flooring in the PBB tunnels shall be carpet. Please confirm that the flooring in the cab and bubble shall be ribbed rubber.

**A36. **Flooring requirements are listed in PBB specification 118504 section 1.12.AB.10.J and require rubber flooring in PBB tunnels.

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While our exterior cab area at the articulating cab floor is aluminum, we request the use of our standard carbon steel floor in the cab bubble area. If our standard is not allowed, we will not be able to provide a compliant or competitive bid.

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**A39. **This is acceptable.

**Q40. **Regarding question and answer number 38 from addendum 2 that states that the PBB C tunnel shall have an aluminum sub floor. Corrugated tunnel construction bridges require the use of a subfloor due to their design. However, our design does not require a subfloor to be used as we already have a flat surface where the subfloor would go. We ask that this requirement not apply to us to due to our design. If you do require a sub floor, can we use galvanealed steel instead of aluminum?
A40. C tunnel and cab flooring shall be aluminum per PBB specification 118504 section 1.12.AB.10.m.

Q41. Please confirm if there are bollards that will interfere with the foundation expansions at 25 gates. If there are, can you please provide how many bollards per gate will interfere with this work? Also, do we include the pricing of removing the bollards with our bid our via a change order at a later date?

A41. There are no bollards around existing PBB columns. There are no requirements for new bollards in the design documents.

Q42. Will the bridges need to be power washed prior to being turned over to LCPA?

A42. No.

Q43. If we are able to complete a bridge installation and all associated work quicker than the schedule allows, will we be permitted to immediately move on to the next bridge on the schedule?

A43. Yes. Two week lookahead schedule should be updated for each weekly progress meeting. If a bridge is on track to be turned over ahead of schedule, proper notification will be given to LCPA to allow coordination for the early closure of the next gate scheduled for replacement.

Q44. Will there be an area available onsite at RSW where we will be able to park a 20’ x 10’ mobile office?

A44. Yes, space is available. A suggested location near the RSW Control Tower is provided in the screenshot below.
EXHIBIT E3
i. PBB interior floor covering, (not including the cab and bubble area) shall be carpet, provided and installed by the passenger boarding bridge manufacturer. Aluminum carpet molding shall be provided at the junction between the tunnel and the cab bubble.

j. The PBB’s shall be carpeted with heavy commercial non-skid rubber as indicated. Flooring to be supplied and installed by bridge manufacturer in the factory.
   1) TBD

k. Sub-floor in the cab and bubble area shall be aluminum. Sub-floor in the remainder of the passenger boarding bridge 3/4" thick moisture resistant, fire retardant plywood or oriented strand board exposure 1, made with exterior phenolic resin adhesive, or smooth galvannealed steel.

l. Ribbed rubber 3/16" thick shall be applied to the floor from the aircraft end of the passenger boarding bridge to the terminal side of the service door.

m. A and B tunnel sub-floors shall be constructed of 3/4" fire retardant marine plywood which shall be securely fastened with fasteners suitable for this purpose. C tunnel sub-floors shall be aluminum. Insure adjoining sheets are supported and fastened to a common member to provide smooth even joints. Any remaining unevenness will be removed with filler. The sub-floor fasteners will not protrude through the exterior tunnel siding.
   1) Subfloors shall be provided as necessary to meet floor covering manufacturer's requirements which may include tongue and groove flooring.
   2) Cab floors shall be metal.
   3) Other sub-floors as required by floor covering manufacturers.
   4) See flooring requirements.

11. Exterior
   a. All exterior surfaces, including support columns and base plates, shall be sand/grit blasted in accordance with specification SSPC-SP6 to a 1-1/2 mil minimum to 2.5 mil maximum profile.
   b. The exterior shall be coated with a rust inhibiting primer applied to a minimum of 4 mil total dry thickness over the average measured blast profile followed by a finish coat of 5-1/2 mil thickness catalyzed polyurethane enamel.
      1) Color: TBD
   c. Clean area to be coated in accordance with SSPC-SP6, commercial blast cleaning. This specification calls for the removal of all rust, mill scale, paint, and other foreign matter except for any slight staining of same in less than one third of each square inch of blasted area.
   d. The anchor pattern shall be no less than 1.5 mills (37.5 microns) nor more than 2.5 mils (62.5 microns).
      1) American Coatings Epoxy Primer Rustlok 8000 Series Epoxy or equal
      2) American Coatings PU Series High Solids Polyurethane or equal
      a) Aliphatic Polyurethane color coat with satin gloss finish (60-65 @ 60 degree gloss meter).
      3) The cured dry film thickness of the total system shall achieve a minimum of 6-7 mils.
   e. Anodized aluminum, galvanized or stainless steel trim items, roll-up doors, and cab curtains shall be supplied in their original unpainted bright finish. Machined surfaces shall not be painted unless they are exposed after assembly.
   f. All exterior metals requiring primer and paint shall be painted to match the bridge.
EXHIBIT F1
### INSPECTION DETAILS

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### PRODUCT DOCUMENTS/PRODUCTION READY VISIT

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### SAMPLE DOCUMENTS

If samples are required to be sent to ULI Laboratory, indicate below. If required samples are not sent, explain in the Comments area.

No Samples

Additional Comments

In addition to the requirements specified in the applicable UL Services agreement and Follow-Up Service Procedure, UL further defines responsibilities, duties and requirements for both manufacturers and UL representatives in the document titled "UL Mark Surveillance Requirements" that can be located at [www.ul.com/terms](http://www.ul.com/terms), and in accordance with the applicable terms and conditions of the document at [www.ul.com/responsibilities](http://www.ul.com/responsibilities). Manufacturers without Internet access may obtain the current versions of these documents from their local UL customer service representative or UL field representative.
EXHIBIT F2
LCPA RFB NO. 20-53MMW
SPECIFICATION CLARIFICATION AND CERTIFICATION

The LCPA has reviewed all information, submittals, substitution requests, etc. submitted with each bid. As a result of this review, the LCPA has determined that the following specifications need to be included as part of this project with no exceptions, substitutions or changes. Your final bid and resulting contract must include all of the following specification requirements. Please provide your signature of concurrence below.

- **Specification 118504, Section 1.12.R.8.b, page 118504-18 Vertical Drive Column** – The lift mechanism shall consist of two (2) recirculating ball bearing screw assemblies.

- **Specification 118504, Section 1.12.J.7, page 118504-14 Materials, Parts and Processes** – All intersecting steel planes, e.g. side to top, side to bottom, of exterior steel sections of the passenger boarding bridge shall be 100% welded. Caulk shall not be used to provide weather seals.

- **Specification 118504, Section 1.12.AB.10.k and m, page 118504-31, Finishes and materials** – Sub floor in the cab and bubble area shall be aluminum; C-tunnel sub-floors shall be aluminum.

Please be advised that the LCPA is not seeking through this request any supplemental information or additional clarifications related to the above mentioned items. Any supplemental information that is submitted along with this certification will not be considered. The undersigned Bidder certifies that the submitted bid and price includes the above items without any exceptions or conditions. By signing below, the awarded bidder agrees to execute a contract with the LCPA to include the above items without substitution.

Name of Bidder: ***thyssenkrupp Airport Systems Inc.***

Printed Name of Authorized Representative: ***Enver Sarilar***

Signature of Authorized Representative: ***[Signature]***

Date of signature: ***July 8, 2020***

Return to below no later than close of business on July 10, 2020.

mmwendel@flylcpa.com
Melissa M. Wendel, CPPO
239-590-4557

Bidders that fail to reply as requested by the deadline may be deemed nonresponsive. We appreciate your attention to this matter and request your prompt response.
EXHIBIT F3
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.17 EXAMINATION OF BID SOLICITATION INFORMATION
Each Bidder is required, before submitting a bid, to be thoroughly familiar with each and every requirement contained within the solicitation documents, including any addenda. No additional allowances will be made because of lack of knowledge of the requirements contained herein. All Bidders must carefully review the bid documents in their entirety to become familiar with what is required, including information on all bid forms.

A.18 RESERVATION OF RIGHTS
The Authority reserves the right to reject any and/or all bids, accept or reject any alternates, waive irregularities and technicalities if it is in the best interest of the Authority, in the Authority’s sole judgement, and conforms to applicable state and local laws or regulations.

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

A.19 AUTOMATIC DISQUALIFICATION
A Bidder will be disqualified from consideration for award of an agreement pursuant to this Request for Bids for any of the following reasons:

- Failure to meet 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.
EXHIBIT G1
Statement of NFPA 415-2013 (Standard on Airport Terminal Buildings, Fueling Ramp Drainage and Loading Walkways) Compliance

This is to certify that all Passenger Boarding Bridges furnished by ThyssenKrupp Airport Systems, Inc. are designed and manufactured in strict accordance with the requirements of NFPA 415-2013. We further state that:

(1) All components and assemblies of the bridges required to be tested under NFPA 415-2013 have been tested for compliance by a Nationally Recognized Testing Laboratory (NRTL) and meet or exceed the requirements of the standard.

(2) The design and construction of the entire bridge is in compliance with all the requirements of NFPA 415-2013.

(3) There have been no design changes since the component testing that would materially affect the outcome of the test certifications.

NFPA 415-2013 Section 6.4.6 Test of Floors
The bridge floor was tested and complied with NFPA 415-2013 as recorded by Intertek Testing Services NA, Inc. Test Report 3181041SAT-014, which includes material list, tested construction, and compliance information.

NFPA 415-2013 Section 6.4.6 Test of Walls
The bridge glass wall was tested and complied with NFPA 415-2013 as recorded by Southwest Research Institute, Project No. 01.11310.01.001, which includes the test procedure, description of the test assembly, test results, and compliance information.

NFPA 415-2013 Sect 6.4.7, Test of Flexible Closures
The bridge canopy was tested and complied with NFPA 415-2013 as recorded by Intertek Testing Services NA, Inc. Test Report G101258905SAT-002, which includes material lists, tested construction, and compliance information.

NFPA 415-2013 Sect 6.4.8, Test of Cab and Rotunda Slat Curtains
The bridge cab curtains were tested and complied with NFPA 415-2013 as recorded by Intertek Testing Services NA, Inc. Test Report G100015559SAT-001, which includes material lists, tested construction, and compliance information.

NFPA 415-2013 Sect 6.4.9, Test of Bumpers
The bridge bumper was tested and complied with NFPA 415-2013 as recorded by Intertek Testing Services NA, Inc. Test Report 3181041SAT-005B, which includes material lists, tested construction, and compliance information.

NFPA 415-2013 Sect 6.4.10, Tests of Misc. Seals and Weather Stripping Assemblies
The bridge seals were tested and complied with NFPA 415-2013 as recorded by Intertek Testing Services NA, Inc. Test Report 3181041SAT-012, which includes material lists, test construction, and compliance information.
FIRE PERFORMANCE EVALUATION OF THYSSENKRUPP AIRPORT SYSTEMS' AIRCRAFT LOADING WALKWAY
GLASS WALL ASSEMBLY IN ACCORDANCE WITH
NFPA 415-02, STANDARD ON AIRPORT TERMINAL
BUILDINGS, FUELING RAMP DRAINAGE, AND LOADING
WALKWAYS, SECTION 6.4

FINAL REPORT
Consisting of 21 Pages
SwRI® Project No. 01.11310.01.001
December 2005

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HOUSTON, TEXAS (713) 977-1377 • WASHINGTON, DC (301) 881-0226
ABSTRACT

Southwest Research Institute's® Department of Fire Technology, located in San Antonio, Texas, conducted a test on a glass wall assembly, submitted by ThyssenKrupp Airport Systems, located in Fort Worth, Texas. Testing was conducted in accordance with NFPA 415-02, Standard on Airport Terminal Buildings, Fueling Ramp Drainage, and Loading Walkways, Section 6.4.

A glass wall assembly, representative of an airplane passenger boarding bridge, was loaded with an I-beam and steel weights for a uniform load of 66.5 lb/ft and subjected to the fire exposure conditions of Section 6.4.6 of the test standard on November 1, 2005. The two-pane glass wall assembly was comprised of steel framing and two layers of glass.

The requirements of NFPA 415-02 states that flaming shall not appear on the unexposed side of the glass wall assembly for a minimum period of 5 min, and the maximum average temperature of the unexposed side of the wall shall not exceed 250°F during the same 5-min period. The glass wall assembly met the requirements of NFPA 415-02 for the minimum period of 5 min.
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<tr>
<th>Section</th>
<th>Page</th>
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</thead>
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</tr>
</tbody>
</table>
1.0 INTRODUCTION

This report describes the testing of a representative glass wall assembly from ThyssenKrupp Airport Systems’ passenger loading walkway design. The glass wall assembly tested was evaluated against a prescribed fire exposure condition. The results presented in this report apply only to the sample tested, in the manner tested, and not to any similar components or component combinations.

2.0 TEST PROCEDURE

Wall assemblies are tested on Southwest Research Institute’s\textsuperscript{\textregistered} (SwRI’s\textsuperscript{\textregistered}) large-vertical furnace. The vertical furnace is capable of exposing a test sample with maximum dimensions of 12 ft 6 in. $\times$ 12 ft 6 in. The 36-in. deep furnace is equipped with nine flat-flame burners symmetrically placed across the back wall, which are controlled by a variable air-gas ratio regulator.

The conduct of the fire test is controlled according to the standard time-temperature curve, as indicated by the average temperature obtained from the readings of nine thermocouples (TCs) symmetrically located across the face of the sample at a distance of 12 in. The TCs are “exposed bead” and designed such that the time constant of the TC assembly is less than 20 sec. The furnace temperature during a test is controlled such that the average temperature is not less than 90% of the standard temperature curve. The points on the standard time-temperature curve are provided in Table 1.

<table>
<thead>
<tr>
<th>TIME (min:sec)</th>
<th>STANDARD TEMPERATURE (°F)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0:00</td>
<td>68</td>
</tr>
<tr>
<td>1:00</td>
<td>455</td>
</tr>
<tr>
<td>2:00</td>
<td>842</td>
</tr>
<tr>
<td>3:00</td>
<td>1175</td>
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<tr>
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<td>1265</td>
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<td>6:00</td>
<td>1283</td>
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<tr>
<td>7:00</td>
<td>1292</td>
</tr>
<tr>
<td>8:00</td>
<td>1301</td>
</tr>
<tr>
<td>9:00</td>
<td>1310</td>
</tr>
<tr>
<td>10:00</td>
<td>1319</td>
</tr>
</tbody>
</table>
3.0 Test Assembly

SwRI received the test materials on September 26, 2005. The two-pane glass wall assembly had overall dimensions of 122-13/16 in. (wide) by 99-5/16 in. (tall) and was comprised of steel framing and two layers of glass. Detailed drawings of the glass wall assembly, provided by ThyssenKrupp Airport Systems, can be found in Appendix C.

Nine TCs were placed in a symmetric pattern on the unexposed surface of the sample in accordance with section 6.4.4.2 of the test standard. A photograph of the TC layout is provided in Appendix A.

4.0 Test Results

A glass wall assembly, representative of an airplane passenger boarding bridge, was loaded with an I-beam and steel weights for a uniform load of 66.5 lb/ft and subjected to the fire exposure conditions of Section 6.4.6 of the test standard on November 1, 2005. A summary of the visual observations is provided in Table 2.

<table>
<thead>
<tr>
<th>TIME (min:sec)</th>
<th>OBSERVATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>0:00</td>
<td>Test started. Initial temperature of glass is 72°F.</td>
</tr>
<tr>
<td>1:00</td>
<td>No discoloration of glass observed.</td>
</tr>
<tr>
<td>2:00</td>
<td>Glass intact. No significant temperature rise.</td>
</tr>
<tr>
<td>3:00</td>
<td>Light smoke. Flaming on inside along gasket.</td>
</tr>
<tr>
<td>4:08</td>
<td>Inside layer of glass broke away on right side.</td>
</tr>
<tr>
<td>5:00</td>
<td>No flaming on unexposed side.</td>
</tr>
<tr>
<td>5:47</td>
<td>Glass on unexposed side breaks. Flaming on unexposed side.</td>
</tr>
<tr>
<td>6:00</td>
<td>Furnace shut off. Test ended. Remaining glass breaks away.</td>
</tr>
</tbody>
</table>

At 5 min, the average temperature of the unexposed side of the wall was 193°F. At 5 min 30 sec, the average temperature of the unexposed side of the wall was 262°F, which exceeded the maximum of 250°F allowed by the standard. There was no flaming on the unexposed side during the initial 5-min exposure. At 5 min 47 sec, the assembly failed to limit the passage flames to the unexposed side of the assembly. Photographic documentation is provided in Appendix A, and tabular and graphical data are provided in Appendix B.
5.0 CONCLUSIONS

SwRI's Department of Fire Technology, located in San Antonio, Texas, conducted a test on a glass wall assembly, submitted by ThyssenKrupp Airport Systems, located in Fort Worth, Texas. Testing was conducted in accordance with NFPA 415-02, *Standard on Airport Terminal Buildings, Fueling Ramp Drainage, and Loading Walkways*, Section 6.4.

The requirements of NFPA 415-02 states that flaming shall not appear on the unexposed side of the wall assembly for a minimum period of 5 min and the maximum average temperature of the unexposed side of the wall shall not exceed 250°F during the same 5-min period. The sidewall assembly met the requirements of NFPA 415-02 for the minimum period of 5 min.
EXHIBIT G3
NFPA 415

Standard on Airport Terminal Buildings, Fueling Ramp Drainage, and Loading Walkways

2002 Edition
Chapter 5 Aircraft Fueling Ramp Drainage

5.1 Aircraft Fueling Ramp Slope and Drain Design.

5.1.1* Aircraft fueling ramps shall slope away from terminal buildings, aircraft hangars, aircraft loading walkways, or other structures, with a minimum grade of 1 percent (1:100) for the first 50 ft (15.2 m). Beyond this distance, the ramp slope to drainage inlets shall be permitted to be reduced to a minimum of 0.5 percent (1:200).

5.1.2* Aircraft fueling ramp drainage as specified herein shall be accomplished by the provisions of 5.1.1 in conjunction with the following:

(1) The use of drain inlets with connected piping
(2) The use of open-grate trenches

5.1.3 Drainage inlets, where provided, shall be located a minimum of 50 ft (15.2 m) from structures outlined in 5.1.1.

5.1.4 The drainage system of any aircraft fueling ramp shall be so designed that the fuel or its vapor cannot enter into the drainage system of buildings, areas utilized for automobile parking, public or private streets, or the public side of airport terminal or aircraft hangar structures. In no case shall the design allow fuel to collect on the aircraft fueling ramp or adjacent ground surfaces where it could constitute a fire hazard.

5.1.5 The final separator or interceptor for the entire airport drainage system shall be designed to allow disposal of combustible or flammable liquids into a safely located, approved containment facility.

5.1.6 Grates and drain covers shall be removable to facilitate cleaning and flushing.

5.1.7* If open-grate drainage trenches are used as a collection means, such open trenches, including branches, shall not be over 125 ft (38 m) in length with a minimum interval of 6 ft (1.8 m) between open-trench sections to act as fire stops. Each 125 ft (38 m) section shall be individually drained through underground piping. Open trenches shall not be used where they are in the line of pedestrian or passenger traffic.

5.1.8 Underground piping and components used in drainage systems shall be noncombustible and inert to fuel.

5.2 Drain and Separator Maintenance.

5.2.1* Periodic maintenance checks shall be conducted of all ramp drainage systems and interceptors to ensure that they are clear of obstructions and function properly.

5.2.2 Large volume flushing with water shall be conducted through appropriate drainage elements to purge the residual fuel from these drainage elements after any large fuel spill on the aircraft fueling ramp enters the drainage system.

6.1.2 Protection of the aircraft loading walkway shall be accomplished by one of the following methods:

(1) Construction design meeting the requirements of Section 6.1 through Section 6.4
(2) Fixed fire protection meeting the requirements of Sections 6.1, 6.2, and 6.5 of this chapter

6.2 Requirements for All Aircraft Loading Walkways.

6.2.1* Interior finish other than textiles of walls and ceilings and walkways shall be Class A as defined in 10.2.4.1 of NFPA 101, Life Safety Code, and classified in accordance with NFPA 253, Standard Method of Test of Surface Burning Characteristics of Building Materials.

6.2.2 Interior textile finish of walls and ceilings in walkways shall be as limited by 10.2.4.1.5 of NFPA 101, Life Safety Code.

6.2.3 Interior floor finish in walkways shall be Class 1 as defined in 10.2.7 of NFPA 101, Life Safety Code, and classified in accordance with NFPA 253, Standard Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source.

6.2.4 There shall be no windows other than those located in the ramp access service door and in the cab area for the purpose of operating the aircraft loading walkway.

6.2.5* During a ramp fire emergency, walkway interiors shall have a positive air pressure delivered from a source that shall remain uncontaminated.

6.2.6* Any source of negative air pressure in the aircraft loading walkway shall be automatically shut down in the event of a fire emergency.

6.2.7 Any door in the egress path through the loading walkway to the terminal building shall swing in the direction of egress from the aircraft towards the terminal building and shall be equipped with panic hardware on the aircraft side.

6.2.8* Where loading walkways are provided, the walkway including the bumpers, curtains, and canopies shall be seated according to the manufacturer’s instruction and training whenever the walkway is in service.

6.2.9 Cab and Rotunda Slat Curtains.

6.2.9.1 Cab slat curtains and rotunda slat curtains shall meet the requirements of 6.4.8 by one of the following methods:

(1) Intrinsic structural features
(2) Fire-resistant coatings
(3) Automatically activated water cooling systems in accordance with 6.5.2
(4) Automatically activated fire curtains

(5) A local application of a foam system in accordance with 6.5.3 under the cab and rotunda that is automatically activated and covers an area extending 15 ft (4.6 m) beyond the perimeter of the cab and rotunda. This shall supersede the 10 ft (3 m) criteria of 6.5.3.

6.2.9.2 When the rotunda is located more than 50 ft (15 m) from the fuel fill or fuel vent point of aircraft and the rotunda slot curtain is of noncombustible construction, 6.2.9.1 shall not apply.

6.2.11* The minimum obstruction free walking surface shall be 36 in. (914 mm). Changes in elevation between telescoping sections of the loading walkway’s walking surface shall not exceed 1 in 20 slope when the loading walkway is level. Existing loading walkways shall be permitted to be continued in service.

6.3 Materials.

6.3.1 Exterior surfaces of floor, roof, walls, and load-bearing structural members shall be constructed entirely of materials or composite assemblies that maintain the structural integrity and heat transfer characteristics needed to meet the requirements specified in 6.1.1 and Section 6.4.

6.3.2 Flexible closures, canopies, wipers, and weather-sealing devices shall be subjected to the accelerated weathering procedures specified in Section 8.6 of NFPA 701, Standard Methods of Fire Tests for Flame Propagation of Textiles and Films, after which they shall meet the requirements of 6.4.7 or 6.4.10 of this standard, as applicable.

6.3.3 The manufacturer shall provide, in writing, the anticipated service life expectancy of components that contribute to fire safety.

6.4 Fire Tests.

6.4.1 Scope of Fire Tests.

6.4.1.1 Tests shall be conducted to establish the performance of materials and methods of construction and to verify their structural integrity and heat transfer characteristics so as to satisfy the five-minute exit route criteria specified in 6.1.1.

6.4.1.2 The test methods specified in this chapter shall be applicable to assemblies of units and to composite assemblies of structural materials for aircraft loading walkways, including walls, girders, beams, slabs, and composite slab and beam assemblies for floor and walls either tested individually as floor or wall panels or as a complete assembly. Also, they shall be applicable to other assemblies and structural units that constitute permanent integral parts of a finished aircraft loading walkway.

6.4.1.3 The condition of acceptance for tests specified in this section for aircraft loading walkways shall be documented by one of the following methods. Such submittals shall be subject to acceptance by the authority having jurisdiction.

6.4.1.3.1 Tests shall be conducted in accordance with the requirements and procedures of Section 6.4.

6.4.1.3.2 Evidence of compliance shall be permitted to be achieved by other methods such as modeling, calculation, or testing. The submitter must show that the method used proves that components achieve a level of fire safety at least equal to that produced by the procedure in Section 6.4.

6.4.1.4 The tests shall register performance during the required period of exposure and shall not be construed as having determined suitability for use after fire exposure.

6.4.2 Time–Temperature Curve to Be Used. The conduct of fire tests of materials and construction shall be controlled by the time–temperature curves in Figure 6.4.2 and Table 6.4.2.

6.4.3 Furnace Temperatures.

6.4.3.1 The temperature fixed by the curve shall be deemed to be the average temperature obtained from the readings of not less than nine thermocouples for a floor or wall section.

FIGURE 6.4.2 Typical Furnace Time–Temperature Curves for Fire Testing of Aircraft Loading Walkways. (See Table 6.4.2.)

The thermocouples shall be symmetrically located and distributed to show the temperature near all parts of the sample and shall be partially enclosed in porcelain tubes ¼ in. (19 mm) in outside diameter and ⅜ in. (3 mm) in wall thickness with a minimum exposed length of thermocouple wires of 1½ in. (38 mm). The exposed length of the pyrometer tube and thermocouples in the furnace chamber shall be not less than 12 in. (305 mm). Other types of thermocouples or pyrometers, which under test conditions give the same indications as those specified herein within the limit of accuracy that applies for real-time furnace temperature measurements, shall be permitted to be used.

6.4.3.1.1 For floor sections, the junction of the thermocouples shall be placed 12 in. (305 mm) away from the exposed surface of the sample at the beginning of the test and during the test shall not touch the sample as a result of its deflection.

6.4.3.1.2 For walls, the thermocouples shall be placed 6 in. (152 mm) away from the exposed face of the sample at the beginning of the test and shall not touch the sample during the test as a result of its deflection.

6.4.3.2 The temperatures shall be measured and reported at intervals not exceeding 15 seconds.

6.4.3.3 The accuracy of the furnace control shall be such that at any given time the temperature obtained by averaging the results from the pyrometer readings shall not be less than 90 percent of the temperature curve shown in Figure 6.4.2.
Table 6.4.2 Typical Furnace Time–Temperature Gradients for Fire Testing of Aircraft Loading Walkways (See Figure 6.4.2.)

<table>
<thead>
<tr>
<th>Time (minsec)</th>
<th>Exposed Floor Sections Temperature</th>
<th>Exposed Wall Sections Temperature</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>°C</td>
<td>°F</td>
</tr>
<tr>
<td>0:00</td>
<td>20</td>
<td>68</td>
</tr>
<tr>
<td>0:20</td>
<td>160</td>
<td>320</td>
</tr>
<tr>
<td>0:40</td>
<td>300</td>
<td>572</td>
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<tr>
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<td>440</td>
<td>824</td>
</tr>
<tr>
<td>1:20</td>
<td>580</td>
<td>1076</td>
</tr>
<tr>
<td>1:40</td>
<td>720</td>
<td>1328</td>
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<tr>
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<td>860</td>
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<tr>
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<tr>
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<td>960</td>
<td>1760</td>
</tr>
<tr>
<td>3:40</td>
<td>965</td>
<td>1769</td>
</tr>
<tr>
<td>4:00</td>
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<td>1778</td>
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<tr>
<td>4:20</td>
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<td>1787</td>
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<td>5:00</td>
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<td>1841</td>
</tr>
<tr>
<td>10:00</td>
<td>1005</td>
<td>1841</td>
</tr>
</tbody>
</table>

6.4.4 Temperatures of Unexposed Surfaces of Floors and Walls.

6.4.4.1 Temperatures of unexposed surfaces shall be measured with exposed-type thermocouples placed under felted refractory fiber pads.

6.4.4.1.1 The refractory fiber pads shall be of flexible, felted material, free of organic additives, and they shall exhibit the following properties:

1. Length and width shall be 6 in. ± ¼ in. (152 mm ± 3.18 mm).
2. Thickness shall be 0.375 in. ± 0.003 in. (9.5 mm ± 0.16 mm).
3. Dry weight shall be 0.147 lb ± 0.053 lb (67 g ± 24 g).
4. (Thermal conductivity [at 150°F (66°C)] shall be 0.37 Btu in./h ft²·°F ± 0.03 Btu in./h ft²·°F (0.053 W/m·K ± 0.004 W/m·K).
5. Hardness indentation on soft face shall be 0.075 in. ± 0.025 in. (1.9 mm ± 0.6 mm). Indentation shall be determined in accordance with ASTM Test Method C569, Standard Test Method for Indentation Hardness of Preformed Therm.

6.4.4.2 Temperature readings shall be taken at not less than nine points on the surface. Five of these shall be symmetrically located: one to be approximately at the center of the walkway specimen and four to be approximately at the center of its quarter sections. The other four shall be located at the discretion of the testing authority to obtain representative information on the performance of the walkway specimen under test. None of the thermocouples shall be located nearer to the edges of the test specimen than one and one-half times the thickness of the construction, or 12 in. (305 mm). Thermocouples shall not be located opposite or on top of beams, girders, or other structural members.

6.4.4.3 Temperature readings shall be taken at intervals not exceeding 15 seconds.

6.4.4.4 Where the conditions of acceptance place a limitation on the temperature of the unexposed surface, the temperature end point of the fire-endurance period shall be determined by the average of the measurements taken at individual points. If a temperature rise of 30 percent in excess of the specified limit occurs at any one of these points, the remainder shall be ignored and the fire-endurance period judged as ended.

6.4.5 Test Specimen.

6.4.5.1 The test specimen shall be representative of the construction for the classification desired in regard to materials, workmanship, and details such as dimensions of parts and shall be built under conditions representative of actual aircraft loading walkway construction and operation. The physical properties of the materials and ingredients used in the test specimen shall be determined and recorded.

6.4.5.2 The test specimen shall be protected during and after fabrication in order to ensure normality of its quality and condition at the time of the test. The ambient air temperature at the beginning of the test shall be within the range of 50°F to 90°F (10°C to 32°C). The velocity of air across the unexposed surface of the sample, measured just before the test begins,
shall not exceed 4.4 ft/sec (1.3 m/s), as determined by an anemometer placed at right angles to the unexposed surface. If mechanical ventilation is employed during the test, an air stream shall not be directed across the surface of the specimen.

6.4.5.3 The fire-endurance test shall be continued on the specimen with its applied load, if any, until failure occurs, or until the specimen has withstood the test conditions for a period of 10 minutes.

6.4.5.4 Results shall be reported in accordance with the performance in the tests prescribed in these methods. Time-temperature results shall be reported at 15-second intervals. Reports shall include observations of significant details of the behavior of the material or construction during the test and after the furnace fire is cut off, including information on deformation, spalling, cracking, burning of the specimen or its component parts, continuance of flaming, and production of smoke.

6.4.6 Tests of Walls and Floors.

6.4.6.1 The dimensions of the sample to be tested shall be determined based upon the construction features of the specific walkway being tested. The dimensions selected shall ensure that the sample, when tested, will demonstrate the ability of the most critical elements of the walkway to withstand stress concentrations without failure and without separations that would permit fire and smoke intrusion. Verification documentation supporting the selection of the dimensions shall be approved by the authority having jurisdiction.

6.4.6.2 The effect of exposure to elevated temperatures of working stress seen as worst case load combinations during actual usage shall be accomplished by one of the following two methods:

1. A superimposed load to the specimen shall be applied in a manner calculated to develop theoretically the design allowable stresses contemplated by the design during the test described in 6.4.2.

2. The yield strength of the structural medium shall be correlated to the maximum temperature recorded in 6.4.2. Structural submittals shall be made using this new yield strength showing nonfailure conditions have been met.

6.4.6.2.1 Worst-case load combinations shall be derived from the following:

1. Floor Live Load: 40 lb/ft² (195 kg/m²)
2. Roof Load: 25 lb/ft² (122 kg/m²)
3. Wind Load: 12.5 lb/ft² (61 kg/m²)

6.4.6.3 The test shall be successful when the following conditions of acceptance are met:

1. The wall or floor section shall have sustained the applied load during the fire-endurance test without passage of flame for a minimum period of five minutes. flaming shall not appear on the unexposed face.

2. The maximum allowable surface temperature of the cool side of a wall or floor section shall not exceed 250°F (121°C) during a five-minute exposure as determined by 6.4.4.4.

6.4.7 Tests of Flexible Closures.

6.4.7.1 The test specimen area exposed to the test fire shall not be less than 2 ft x 2 ft (0.62 m x 0.62 m) square. The test specimen shall be representative of all elements of the flexible closure, including framework assembly and mechanisms for attachment to the aircraft loading walkway.

6.4.7.2 The test shall be successful when all of the conditions of acceptance in 6.4.7.2.1 through 6.4.7.2.3 are met.

6.4.7.2.1 The test specimen shall have withstood the fire-endurance test as defined by the time-temperature curve for external walkway wall exposure in Figure 6.4.4.2 without passage of flame for a minimum period of five minutes.

6.4.7.2.2 The closure material also shall pass the following test, designed to measure the radiant heat flux to which a human can be subjected while exiting an aircraft under a fuel spill fire emergency condition. A specimen of the closure material that reproduces the most expanded actual field operating configuration, including folds and pleats, existing 6 ft (1.8 m) above the floor shall be tested in a furnace. The furnace temperature applied to the exposed exterior surface of the closure material shall be raised in accordance with the time-temperature curve for external walkway wall exposure in Figure 6.4.4.2. Measurements shall be taken by a radiometer positioned between a minimum distance of 39.4 in. (1 m) and a maximum distance of 78.7 in. (2 m) away from the cool side surface of the test specimen. The radiometer shall have a view angle small enough such that it "sees" only the test specimen and not the frame or furnace wall. The approximate equivalent human exposure in the walkway shall not exceed 0.65 W/cm². The approximate equivalent human exposure shall be calculated by multiplying the maximum actual radiometer reading for the test in W/cm² at the radiometer by the following:

\[
\frac{0.31 (\tan^2 \Theta + 1)}{\tan^2 \Theta + 1}
\]

where:

\[\Theta = \text{the total view angle of the test radiometer}\]

\[\tau = \text{the corrosion for absorption due to humidity}\]

6.4.7.2.2.1 Table 6.4.7.2.2.1 shall be used to determine the appropriate \(\tau\).

### Table 6.4.7.2.2.1 \(\tau\) Factors

<table>
<thead>
<tr>
<th>Relative Humidity During Test (%)</th>
<th>Distance of Source to Sensor</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1 m</td>
</tr>
<tr>
<td>0–25</td>
<td>0.96</td>
</tr>
<tr>
<td>25–50</td>
<td>0.94</td>
</tr>
<tr>
<td>50–100</td>
<td>0.92</td>
</tr>
</tbody>
</table>

6.4.7.2.3 The framework assembly supporting the closure curtain material and mechanisms for attachment shall be capable of maintaining structural integrity when subjected to the fire defined by the time-temperature curve for external walkway wall exposure in Figure 6.4.4.2.

6.4.8 Test of Cab and Rotunda Slat Curtains.

6.4.8.1 The test specimen area exposed to the test fire shall not be less than 2 ft x 2 ft (0.62 m x 0.62 m) square. The test
specimen shall be representative of all elements of the cab and roundula slat curtains, including framework assembly and mechanisms for attachment to the aircraft loading walkway.

6.4.8.2 For conditions of acceptance, the test sample shall be capable of withstanding the fire-endurance test as defined by the time-temperature curve in Figure 6.4.2 appropriate for the walkway location being tested without passage of flame for a period of five minutes. Flaming shall not appear on the unexposed face.

6.4.9 Tests of Bumpers.

6.4.9.1* Bumper assemblies shall be tested in continuous contact against a simulated aircraft fuselage in a manner representative of intended usage.

6.4.9.2 The specimen shall be configured in a manner representative of actual fabrication and shall include the bumper proper and mechanism for bumper attachment to the aircraft loading walkway.

6.4.9.3 For conditions of acceptance, bumpers shall be capable of withstanding the fire-endurance test as defined by the time-temperature curve for external walkway flooring exposure in Figure 6.4.2 without passage of flame for a period of five minutes. Flaming shall not appear on the unexposed face.

6.4.10 Tests of Miscellaneous Seals and Weather-Stripping Assemblies.

6.4.10.1 The testing laboratory shall construct a steel stud wall assembly consisting of one layer of ½ in. (13 mm) Type X gypsum wallboard on the exposed face. A hole shall be framed out in the center of the test wall where another steel stud/gypsum wallboard assembly shall be inserted. The smaller assembly to be inserted into the wall shall be constructed such that the opening between the test wall and the smaller assembly allows the weather stripping or seal material to fill the gap in a manner representative of end-use application. The entire assembly then shall be placed against the furnace for the required exposure.

6.4.10.2 The size of the test specimen shall not be less than 2 ft (0.62 m) long.

6.4.10.3 For conditions of acceptance, these components shall be capable of withstanding the fire-endurance test as defined by the time-temperature curve in Figure 6.4.2 appropriate for the walkway location being tested without passage of flame for a period of five minutes. Flaming shall not appear on the unexposed face.

6.5 Fire Suppression Systems.

6.5.1* The fixed fire suppression system specified in 6.1.2 shall be provided by one of the following systems:

(1) Fixed water spray system specified in 6.5.2
(2) Fixed foam system specified in 6.5.3

6.5.2 The fixed water spray system shall be of the open head, deluge type and shall meet the requirements of NFPA 15, Standard on Water Spray Fixed Systems for Fire Protection. The system shall be designed so that the water is discharged directly on all walkway outer surfaces and structural members being protected. The system shall be automatically actuated and designed for a minimum discharge duration of five minutes.

6.5.3 The fixed foam system shall be adequate to blanket the area under the walkway when positioned at the aircraft exit door(s) and for a distance of approximately 10 ft (3 m) in all directions. The system shall meet the requirements of NFPA 11, Standard for Low-Expansion Foam, and NFPA 16, Standard for the Installation of Foam-Water Sprinkler and Foam-Water Spray Systems. The system shall be automatically activated. This system shall be capable of discharging in such a manner that the protected area previously described will be free of fire for a minimum duration of five minutes.

Annex A Explanatory Material

Annex A is not a part of the requirements of this NFPA document but is included for informational purposes only. This annex contains explanatory material, numbered to correspond with the applicable text paragraphs.

A.1.2 The adequacy and usefulness of airport terminal buildings depends, to a large extent, on the fire resistance of their construction and the fire protection provided within the buildings.

The provision of aircraft rescue and firefighting equipment at airports meeting the recommendations of NFPA 403, Standard for Aircraft Rescue and Fire-Fighting Services at Airports, and NFPA 414, Standard for Aircraft Rescue and Fire-Fighting Vehicles, will be useful in controlling ramp fires. The provision of hydrants on the ramp side of airport terminal buildings will assist in meeting supplemental fire protection needs in this area.

A.3.2.1 Approved. The National Fire Protection Association does not approve, inspect, or certify any installations, procedures, equipment, or materials; nor does it approve or evaluate testing laboratories. In determining the acceptability of installations, procedures, equipment, or materials, the authority having jurisdiction may base acceptance on compliance with NFPA or other appropriate standards. In the absence of such standards, said authority may require evidence of proper installation, procedure, or use. The authority having jurisdiction may also refer to the listings or labeling practices of an organization that is concerned with product evaluations and is thus in a position to determine compliance with appropriate standards for the current production of listed items.

A.3.2.2 Authority Having Jurisdiction (AHJ). The phrase "authority having jurisdiction," or its acronym AHJ, is used in NFPA documents in a broad manner, since jurisdictions and approval agencies vary, as do their responsibilities. Where public safety is primary, the authority having jurisdiction may be a federal, state, local, or other regional department or individual such as a fire chief, fire marshal, chief of a fire prevention bureau, labor department, or health department; building official; electrical inspector; or others having statutory authority. For insurance purposes, an insurance inspection department, rating bureau, or other insurance company representative may be the authority having jurisdiction. In many circumstances, the property owner or his or her designated agent assumes the role of the authority having jurisdiction; at government installations, the commanding officer or departmental official may be the authority having jurisdiction.

A.3.2.3 Listed. The means for identifying listed equipment may vary for each organization concerned with product evaluation; some organizations do not recognize equipment as listed unless it is also labeled. The authority having jurisdiction should utilize the system employed by the listing organization to identify a listed product.
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tem. Each 2 1/8 in. (63.5 mm) hose connection shall be equipped with a 2 3/8 in. x 1 1/2 in. (63.5 mm x 38 mm) reducer and cap.

4.5.4.2 Class III standpipe systems shall be provided in non-sprinklered buildings. The exceptions in NFPA 14, Standard for the Installation of Standpipe and Hose Systems, for Class III systems shall be applicable to this requirement.

4.5.5 Water Supply. Water supply from public or private sources shall be adequate to supply maximum calculated sprinkler demand plus a minimum of 500 gpm (1893 L/min) for hose streams. The supply shall be available at the rate specified for a period of at least 1 hour.

4.5.5.1 Main sizes shall be hydraulically calculated based on the total demand and fire protection requirements. Mains shall not be less than 8 in. (203 mm) in diameter except that laterals shall be permitted to be 6 in. (152 mm) in diameter if not over 200 ft (61 m) long.

4.5.5.2* Hydrants shall be readily accessible to fire-fighting vehicles traveling on surfaces adequate for supporting such vehicles.

4.5.5.2.1 Hydrants shall be listed.

4.5.5.2.2 Hydrants shall be located or protected to prevent mechanical or vehicular damage, including taxing aircraft.

4.5.5.2.3 Hydrants recessed into the ground shall have identifiers in the pavement to assist in their prompt location at night and by personnel who might not be familiar with the location of the hydrants.

4.5.5.3* Water supply systems shall be regularly tested to ensure operation.

4.5.6 Portable Fire Extinguishers. Portable fire extinguishers shall be provided throughout the airport terminal building in accordance with NFPA 10, Standard for Portable Fire Extinguishers.

Chapter 5 Aircraft Fueling Ramp Drainage

5.1 Aircraft Fueling Ramp Slope and Drain Design.

5.1.1* Aircraft fueling ramps shall slope away from terminal buildings, aircraft hangars, aircraft loading walkways, or other structures, with a minimum grade of 1 percent (1:100) for the first 50 ft (15 m). Beyond this distance, the ramp slope to drainage inlets shall be permitted to be reduced to a minimum of 0.5 percent (1:200).

5.1.2* Aircraft fueling ramp drainage as specified herein shall be accomplished by the provisions of 5.1.1 in conjunction with the following:

(1) The use of drain inlets with connected piping

(2) The use of open-grate trenches

5.1.3 Drainage inlets, where provided, shall be located a minimum of 50 ft (15 m) from structures outlined in 5.1.1.

5.1.4 The drainage system of any aircraft fueling ramp shall be so designed that the fuel or its vapor cannot enter into the drainage system of buildings, areas utilized for automobile parking, public or private streets, or the public side of airport terminal or aircraft hangar structures. In no case shall the design allow fuel to collect on the aircraft fueling ramp or adjacent ground surfaces where it could constitute a fire hazard.

5.1.5 The final separator or interceptor for the entire airport drainage system shall be designed to allow disposal of combustible or flammable liquids into a safely located, approved containment facility.

5.1.6 Grates and drain covers shall be removable to facilitate cleaning and flushing.

5.1.7* If open-grate drainage trenches are used as a collection means, such open trenches, including branches, shall not be over 125 ft (38 m) in length with a minimum interval of 6 ft (1.8 m) between open-trench sections to act as fire stops. Each 125 ft (38 m) section shall be individually drained through underground piping. Open trenches shall not be used where they are in the line of pedestrian or passenger traffic.

5.1.8 Underground piping and components used in drainage systems shall be noncombustible and inert to fuel.

5.2 Drain and Separator Maintenance.

5.2.1* Periodic maintenance checks shall be conducted of all ramp drainage systems and interceptors to ensure that they are free of obstructions and function properly.

5.2.2 Large-volume flushing with water shall be conducted through appropriate drainage elements to purge residual fuel from these drainage elements after any large fuel spill on the aircraft fueling ramp enters the drainage system.

Chapter 6 Aircraft Loading Walkways

6.1 Basic Design.

6.1.1* Each aircraft loading walkway installation shall be designed to provide a safe means of egress from the aircraft for a period of 5 minutes under fire exposure conditions equivalent to a free-burning jet fuel spill fire.

6.1.2 Protection of the aircraft loading walkway shall be accomplished by one of the following methods:

(1) Construction design meeting the requirements of Sections 6.1 through 6.4

(2) Fixed fire protection meeting the requirements of Sections 6.1, 6.2, and 6.5

6.2 Requirements for All Aircraft Loading Walkways.

6.2.1* Interior finish other than textiles of walls, ceilings, and walkways shall be Class A as defined in 10.2.3.4(1) of NFPA 101, Life Safety Code, and classified in accordance with NFPA 255, Standard Method of Test of Surface Burning Characteristics of Building Materials.

6.2.2* Interior textile finish of walls and ceilings in walkways shall be as limited by 10.2.4.1(5) of NFPA 101, Life Safety Code.

6.2.3 Interior floor finish in walkways shall be Class IA as defined in 10.2.7.4(1) of NFPA 101, Life Safety Code, and classified in accordance with NFPA 253, Standard Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source.

6.2.4 There shall be no transparent or translucent walls, windows, or surfaces other than those windows located in the ramp access service door and in the cab area for the purpose of operating the aircraft loading walkway.

6.2.5* During a ramp fire emergency, walkway interiors shall have a positive air pressure delivered from a source that shall remain uncontaminated.

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6.2.6.* Any source of negative air pressure in the aircraft loading walkway shall be automatically shut down in the event of a fire emergency.

6.2.7 Any door in the egress path through the loading walkway to the terminal building shall swing in the direction of egress from the aircraft toward the terminal building and shall be equipped with panic hardware on the aircraft side.

6.2.8.* Where loading walkways are provided, the walkway, including the bumpers, curtains, and canopies, shall be seated according to the manufacturer’s instruction and training whenever the walkway is in service.

6.2.9 Cab and Rotunda Slat Curtains.

6.2.9.1 Cab slat curtains and rotunda slat curtains shall meet the requirements of 6.4.8 by one of the following methods:

1. Intrinsic structural features
2. Fire-resistant coatings
3. Automatically activated water cooling systems in accordance with 6.5.2
4. Automatically activated fire curtains
5. Local application of a foam system in accordance with 6.5.3 under the cab and rotunda that is automatically activated and covers an area extending 15 ft (4.6 m) beyond the perimeter of the cab and rotunda. This shall supersede the 10 ft (3 m) criteria of 6.5.3.

6.2.9.2 When the rotunda is located more than 50 ft (15 m) from the fuel fill or fuel vent point of aircraft and the rotunda slot curtain is of noncombustible construction, 6.2.9.1 shall not apply.

6.2.10 Emergency Lights. Emergency lights shall be installed in all aircraft loading walkways in accordance with NFPA 701, Life Safety Code.

6.2.11.* The minimum obstruction-free width of walking surface shall be 36 in. (914 mm). Changes in elevation between telescoping sections of the loading walkway’s walking surface shall not exceed 1 in 20 slope when the loading walkway is level. Existing loading walkways shall be permitted to be continued in service.

6.3 Materials.

6.3.1 Exterior surfaces of floors, roofs, walls, and load-bearing structural members shall be constructed entirely of materials or composite assemblies that maintain the structural integrity and heat transfer characteristics needed to meet the requirements specified in 6.1.1 and Section 6.4.

6.3.2.2 Flexible closures, canopies, wipers, and weather-sealing devices shall be subjected to the accelerated weathering procedures specified in 6.3.2.1, after which they shall meet the requirements of 6.4.7 or 6.4.10 of this standard, as applicable.

6.3.2.1 Specimens shall be exposed for 100 hours using the apparatus and procedure specified in AATCC Test Method 111A, “Water Resistance — Sunshine Arc Lamp Exposure with Wetting.”

6.3.3 The manufacturer shall provide, in writing, the anticipated service life expectancy of components that contribute to fire safety.

6.4 Fire Tests.

6.4.1 Scope of Fire Tests.

6.4.1.1 Tests shall be conducted to establish the performance of materials and methods of construction and to verify their structural integrity and heat transfer characteristics so as to satisfy the 5-minute exit route criteria specified in 6.1.1.

6.4.1.2 The test methods specified in this chapter shall be applicable to assemblies of units and composite assemblies of structural materials for aircraft loading walkways, including walls, girders, beams, slabs, and composite slab and beam assemblies for floor and walls either tested individually as floor or wall panels or as a complete assembly. Also, they shall be applicable to other assemblies and structural units that constitute permanent integral parts of a finished aircraft loading walkway.

6.4.1.3 The condition of acceptance for tests specified in this section for aircraft loading walkways shall be documented by one of the methods in 6.4.1.3.1 and 6.4.1.3.2. Such submittals shall be subject to acceptance by the authority having jurisdiction.

6.4.1.3.1 Tests shall be conducted in accordance with the requirements and procedures of Section 6.4.

6.4.1.3.2 Evidence of compliance shall be permitted to be achieved by other methods such as modeling, calculation, or testing. The submitter must show that the method used proves that components achieve a level of fire safety at least equal to that produced by the procedure in Section 6.4.

6.4.1.4 The tests shall register performance during the required period of exposure and shall not be construed as having determined suitability for use after fire exposure.

6.4.2 Time-Temperature Curve to Be Used. The conduct of fire tests of materials and construction shall be controlled by the time-temperature curves in Figure 6.4.2 and Table 6.4.2.

6.4.3 Furnace Temperatures.

6.4.3.1 The temperature fixed by the curve shall be deemed to be the average temperature obtained from the readings of not fewer than nine thermocouples for a floor or wall section. The thermocouples shall be symmetrically located and distributed to show the temperature near all parts of the sample and shall be partially exposed in porcelain tubes ¾ in. (19 mm) in outside diameter and ½ in. (13 mm) in wall thickness, with a minimum exposed length of thermocouple wires of 1½ in. (38 mm). The exposed length of the pyrometer tube and thermocouples in the furnace chamber shall be not less than 12 in. (305 mm). Other types of thermocouples or pyrometers that under test conditions give the same indications as those specified herein within the limit of accuracy that applies for real-time furnace temperature measurements shall be permitted to be used.

6.4.3.1.1 For floor sections, the junction of the thermocouples shall be placed 12 in. (305 mm) away from the exposed surface of the sample at the beginning of the test and during the test shall not touch the sample as a result of its deflection.

6.4.3.1.2 For walls, the thermocouples shall be placed 6 in. (152 mm) away from the exposed face of the sample at the beginning of the test and shall not touch the sample during the test as a result of its deflection.

6.4.3.2 The temperatures shall be measured and reported at intervals not exceeding 15 seconds.

6.4.3.3 The accuracy of the furnace control shall be such that at any given time the temperature obtained by averaging the results from the pyrometer readings shall not be less than 90 percent of the temperature curve shown in Figure 6.4.2.
FIGURE 6.4.2 Typical Furnace Time-Temperature Curves for Fire Testing of Aircraft Loading Walkways. (See Table 6.4.2.)

6.4.4 Temperatures of Unexposed Surfaces of Floors and Walls.

6.4.4.1 Temperatures of unexposed surfaces shall be measured with exposed-type thermocouples placed under felted refractory fiber pads.

6.4.4.1.1 The refractory fiber pads shall be of flexible, felted material, free of organic additives, and they shall exhibit the following properties:

1. Length and width shall be 6 in. ± ½ in. (152 mm ± 3.18 mm).
2. Thickness shall be 0.375 in. ± 0.063 in. (9.5 mm ± 1.6 mm).
3. Dry weight shall be 0.147 lb ± 0.053 lb (67 g ± 24 g).
4. Thermal conductivity [at 150°F (66°C)] shall be 0.37 Btu in./hr ft²·°F ± 0.03 Btu in./hr ft²·°F (0.053 W/m·C ± 0.004 W/m·C).
5. Hardness indentation on soft face shall be 0.075 in. ± 0.025 in. (1.9 mm ± 0.6 mm). Indentation shall be determined in accordance with ASTM Test Method C589, Standard Test Method for Indentation Hardness of Preformed Thermal Insulations. Modified Brinell values of hardness are obtained by the following relationship, where y = the measured indentation in inches:

\[ \text{Hardness} = \frac{2.24}{y} \]

6. The pads shall be shaped by wetting, forming, and drying to constant weight to provide complete contact on sharply contoured surfaces.

<table>
<thead>
<tr>
<th>Time (min/sec)</th>
<th>Exposed Floor Section Temperatures °C</th>
<th>°F</th>
<th>Exposed Wall Section Temperatures °C</th>
<th>°F</th>
</tr>
</thead>
<tbody>
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<td>0:00</td>
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<td>68</td>
<td>20</td>
<td>68</td>
</tr>
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</tbody>
</table>

Note: See also Figure 6.4.2.

6.4.4.1.2 The thickness measurement shall be made under the light load of a ½ in. (13 mm) diameter pin of a dial micrometer gauge.

6.4.4.1.3 The wire leads of the thermocouple shall have an immersion under the pad and shall be in contact with the unexposed surface for not less than ½ in. (13 mm). The hot junction of the thermocouple shall be placed approximately under the center of the pad. The outside diameter of protecting or insulating tubes shall be not more than 3/8 in. (8 mm). The pad shall be held firmly against the surface and shall fit closely about the thermocouples. The wires from the thermocouple in the length covered by the pad shall be not heavier than No. 18 B & S gauge 0.04 in. (1.02 mm) and shall be electrically insulated with heat-resistant and moisture-resistant coatings.

6.4.4.2 Temperature readings shall be taken at not less than nine points on the surface. Five of these shall be symmetrically located: one to be approximately at the center of the walkway specimen and four to be approximately at the center of its quarter sections. The other four shall be located at the discretion of
the testing authority to obtain representative information on the performance of the walkway specimen under test. None of the thermocouples shall be located nearer to the edges of the test specimen than one and one-half times the thickness of the construction or 12 in. (305 mm). Thermocouples shall not be located opposite or on top of beams, girders, or other structural members.

6.4.4.3 Temperature readings shall be taken at intervals not exceeding 15 seconds.

6.4.4.4 Where the conditions of acceptance place a limitation on the temperature of the unexposed surface, the temperature end point of the fire-endurance period shall be determined by the average of the measurements taken at individual points. If a temperature rise of 30 percent in excess of the specified limit occurs at any one of these points, the remainder shall be ignored and the fire-endurance period judged as having ended.

6.4.5 Test Specimen.

6.4.5.1 The test specimen shall be representative of the construction for the classification desired in regard to materials, workmanship, and details such as dimensions of parts and shall be built under conditions representative of actual aircraft loading walkway construction and operation. The physical properties of the materials and ingredients used in the test specimen shall be determined and recorded.

6.4.5.2 The test specimen shall be protected during and after fabrication to ensure normality of its quality and condition at the time of the test. The ambient air temperature at the beginning of the test shall be within the range of 55°F to 90°F (10°C to 32°C). The velocity of air across the unexposed surface of the sample, measured just before the test begins, shall not exceed 4.4 ft/sec (1.3 m/s), as determined by an anemometer placed at right angles to the unexposed surface. If mechanical ventilation is employed during the test, an air stream shall not be directed across the surface of the specimen.

6.4.5.3* The fire-endurance test shall be continued on the specimen with its applied load, if any, until failure occurs, or until the specimen has withstood the test conditions for a period of 10 minutes.

6.4.5.4 Results shall be reported in accordance with the performance in the tests prescribed in these methods. Time-temperature results shall be reported at 15-second intervals. Reports shall include observations of significant details of the behavior of the material or construction during the test and after the furnace fire is cut off, including information on deformation, spalling, cracking, burning of the specimen or its component parts, continuance of flaming, and production of smoke.

6.4.6 Tests of Walls and Floors.

6.4.6.1 The dimensions of the sample to be tested shall be determined based on the construction features of the specific walkway being tested. The dimensions selected shall ensure that the sample, when tested, will demonstrate the ability of the most critical elements of the walkway to withstand stress concentrations without failure and without separations that would permit fire and smoke intrusion. Verification documentation supporting the selection of the dimensions shall be approved by the authority having jurisdiction.

6.4.6.2 The effect of exposure to elevated temperatures of working stress seen as worst-case load combinations during actual usage shall be accomplished by one of the following two methods:

1. Asuperimposed load to the specimen shall be applied in a manner calculated to develop theoretically the design allowable stresses contemplated by the design during the test described in 6.4.2.

2. The yield strength of the structural medium shall be correlated to the maximum temperature recorded in 6.4.2. Structural submittals shall be made using this new yield strength showing nonfailure conditions have been met.

6.4.6.2.1 Worst-case load combinations shall be derived from the following:

(1) Floor live load: 40 lb/ft² (195 kg/m²)
(2) Roof load: 25 lb/ft² (122 kg/m²)
(3) Wind load: 12.5 lb/ft² (61 kg/m²)

6.4.6.3 The test shall be successful when the following conditions of acceptance are met:

1. The wall or floor section shall have sustained the applied load during the fire-endurance test without passage of flame for a minimum period of 5 minutes. Flaming shall not appear on the unexposed face.

2. The maximum allowable surface temperature of the cool side of a wall or floor section shall not exceed 250°F (121°C) during a 5-minute exposure as determined by 6.4.4.4.

6.4.7 Tests of Flexible Closures.

6.4.7.1 The test specimen area exposed to the test fire shall not be less than 2 ft × 2 ft (0.62 m × 0.62 m). The test specimen shall be representative of all elements of the flexible closure, including framework assembly and mechanisms for attachment to the aircraft loading walkway.

6.4.7.2 The test shall be successful when all the conditions of acceptance in 6.4.7.2.1 through 6.4.7.2.3 are met.

6.4.7.2.1 The test specimen shall have withstood the fire-endurance test as defined by the time-temperature curve for external walkway wall exposure in Figure 6.4.2 without passage of flame for a minimum period of 5 minutes.

6.4.7.2.2 The closure material also shall pass the following test, designed to measure the radiant heat flux to which humans can be subjected while exiting an aircraft under a fuel spill fire emergency condition. A specimen of the closure material that reproduces the most expanded actual field operating configuration, including folds and pleats, existing 6 ft (1.8 m) above the floor shall be tested in a furnace. The furnace temperature applied to the exposed exterior surface of the closure material shall be raised in accordance with the time-temperature curve for external walkway wall exposure in Figure 6.4.2. Measurements shall be taken by a radiometer positioned between a minimum distance of 39.4 in. (1 m) and a maximum distance of 78.7 in. (2 m) away from the cool side surface of the test specimen. The radiometer shall have a view angle small enough such that it "sees" only the test specimen and not the frame or furnace wall. The approximate equivalent human exposure in the walkway shall not exceed 0.05 W/cm². The approximate equivalent human exposure shall be calculated by multiplying the maximum actual radiometer reading for the test in W/cm² by the following:
ANNEX A

\[
\frac{0.31 \left( \frac{\tan^2 \Theta}{2} + 1 \right)}{\tan^2 \frac{\Theta}{2}}
\]

where:
\( \Theta \) = the total view angle of the test radiometer
\( \tau \) = correction factor for absorption due to humidity

6.4.7.2.2.1 Table 6.4.7.2.2.1 shall be used to determine the appropriate \( \tau \).

<table>
<thead>
<tr>
<th>Relative Humidity During Test (%)</th>
<th>( \tau ) Factors Based on Distance from Source to Sensor</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1 m</td>
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<tr>
<td>0–25</td>
<td>0.96</td>
</tr>
<tr>
<td>25–50</td>
<td>0.94</td>
</tr>
<tr>
<td>50–100</td>
<td>0.92</td>
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</table>

6.4.7.2.3 The framework assembly supporting the closure curtain material and mechanisms for attachment shall be capable of maintaining structural integrity when subjected to the fire defined by the time–temperature curve for external walkway wall exposure in Figure 6.4.2.

6.4.8 Test of Cab and Rotunda Slat Curtains.

6.4.8.1 The test specimen area exposed to the test fire shall not be less than 2 ft x 2 ft (0.62 m x 0.62 m). The test specimen shall be representative of all elements of the cab and rotunda slat curtains, including framework assembly and mechanisms for attachment to the aircraft loading walkway.

6.4.8.2 For conditions of acceptance, the test sample shall be capable of withstanding the fire-endurance test as defined by the time–temperature curve in Figure 6.4.2 for the walkway location being tested without passage of flame for a period of 5 minutes. Flaming shall not appear on the unexposed face.

6.4.9 Tests of Bumpers.

6.4.9.1* Bumper assemblies shall be tested in continuous contact against a simulated aircraft fuselage in a manner representative of intended usage.

6.4.9.2 The specimen shall be configured in a manner representative of actual fabrication and shall include the bumper proper and mechanism for bumper attachment to the aircraft loading walkway.

6.4.9.3 For conditions of acceptance, bumpers shall be capable of withstanding the fire-endurance test as defined by the time–temperature curve for external walkway flooring exposure in Figure 6.4.2 without passage of flame for a period of 5 minutes. Flaming shall not appear on the unexposed face.

6.4.10 Tests of Miscellaneous Seals and Weather-Stripping Assemblies.

6.4.10.1 The testing laboratory shall construct a steel stud wall assembly consisting of one layer of \( \frac{3}{8} \) in. (13 mm) Type X gypsum wallboard on the exposed face. A hole shall be framed out in the center of the test wall where another steel stud–gypsum wallboard assembly shall be inserted. The smaller assembly to be inserted into the wall shall be constructed such that the opening between the test wall and the smaller assembly allows the weather stripping or seal material to fill the gap in a manner representative of end-use application. The entire assembly then shall be placed against the furnace for the required exposure.

6.4.10.2 The size of the test specimen shall not be less than 2 ft (0.62 m) long.

6.4.10.3 For conditions of acceptance, these components shall be capable of withstanding the fire-endurance test as defined by the time–temperature curve in Figure 6.4.2 appropriate for the walkway location being tested without passage of flame for a period of 5 minutes. Flaming shall not appear on the unexposed face.

6.5 Fire Suppression Systems.

6.5.1* The fixed fire suppression specified in 6.1.2 shall be provided by one of the following systems:

1. Fixed water spray system specified in 6.5.2
2. Fixed foam system specified in 6.5.3

6.5.2 The fixed water spray system shall be of the open-head, deluge type and shall meet the requirements of NFPA 15, Standard for Water Spray Fixed Systems for Fire Protection. The system shall be designed so that the water is discharged directly on all walkway outer surfaces and structural members being protected. The system shall be automatically actuated and designed for a minimum discharge duration of 5 minutes.

6.5.3 The fixed foam system shall be adequate to blanket the area under the walkway when positioned at the aircraft exit door(s) and for a distance of approximately 10 ft (3 m) in all directions. The system shall meet the requirements of NFPA 11, Standard for Low-, Medium-, and High-Expansion Foam, and NFPA 16, Standard for the Installation of Foam-Water Sprinkler and Foam-Water Spray Systems. The system shall be automatically activated. This system shall be capable of discharging in such a manner that the protected area previously described will be free of fire for a minimum duration of 5 minutes.

Annex A Explanatory Material

Annex A is not a part of the requirements of this NFPA document but is included for informational purposes only. This annex contains explanatory material, numbered to correspond with the applicable text paragraphs.

A1.2 The adequacy and usefulness of airport terminal buildings depend, to a large extent, on the fire resistance of their construction and the fire protection provided within the buildings.

The provision of aircraft rescue and fire-fighting equipment at airports meeting the recommendations of NFPA 403, Standard for Aircraft Rescue and Fire-Fighting Services at Airports, and NFPA 414, Standard for Aircraft Rescue and Fire-Fighting Vehicles, will be useful in controlling ramp fires. The provision of hydrants on the ramp side of airport terminal buildings will assist in meeting supplemental fire protection needs in those areas.

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Standard on Airport Terminal Buildings, Fueling Ramp Drainage, and Loading Walkways

2013 Edition
4.5.4.2 Class III standpipe systems shall be provided in non-sprinklered buildings. The exceptions in NFPA 14, Standard for the Installation of Standpipe and Hose Systems, for Class III systems shall be applicable to this requirement.

4.5.5 Water Supply. Water supply from public or private sources shall be adequate to supply maximum calculated sprinkler demand plus a minimum of 500 gpm (1893 L/min) for hose streams. The supply shall be available at the rate specified for a period of at least 1 hour.

4.5.5.1* Main sizes shall be hydraulically calculated based on the total domestic and fire protection requirements. Mains shall be not less than 8 in. (203 mm) in diameter except that laterals shall be permitted to be 6 in. (152 mm) in diameter if not over 200 ft (61 m) long.

4.5.5.2* Hydrants shall be readily accessible to fire-fighting vehicles traveling on surfaces adequate for supporting such vehicles.

4.5.5.2.1 Hydrants shall be listed.

4.5.5.2.2 Hydrants shall be located or protected to prevent mechanical or vehicular damage, including taxing aircraft.

4.5.5.2.3 Hydrants recessed into the ground shall have identifiers in the pavement to assist in their prompt location at night and by personnel who might not be familiar with the location of the hydrants.

4.5.5.3* Water supply systems shall be regularly tested to ensure operation.

4.5.6 Portable Fire Extinguishers. Portable fire extinguishers shall be provided throughout the airport terminal building in accordance with NFPA 10, Standard for Portable Fire Extinguishers.

Chapter 5 Aircraft Fueling Ramp Drainage

5.1 Aircraft Fueling Ramp Slope and Drain Design.

5.1.1* Aircraft fueling ramps shall slope away from terminal buildings, aircraft hangars, aircraft loading walkways, or other structures, with a minimum grade of 1 percent (1:100) for the first 50 ft (15 m). Beyond this distance, the ramp slope to drainage inlets shall be permitted to be reduced to a minimum of 0.5 percent (1:200).

5.1.2* Aircraft fueling ramp drainage as specified herein shall be accomplished by the provisions of 5.1.1 in conjunction with the following:

(1) The use of drain inlets with connected piping

(2) The use of open-grate trenches

5.1.3 Drainage inlets, where provided, shall be located a minimum of 50 ft (15 m) from structures outlined in 5.1.1.

5.1.4 The drainage system of any aircraft fueling ramp shall be so designated that the fuel or its vapor cannot enter into the drainage system of buildings, areas utilized for automobile parking, public or private streets, or the public side of airport terminal or aircraft hangar structures. In no case shall the design allow fuel to collect on the aircraft fueling ramp or adjacent ground surfaces where it could constitute a fire hazard.

5.1.5 The final separator or interceptor for the entire airport drainage system shall be designed to allow disposal of combustible or flammable liquids into a safely located, approved containment facility.

5.1.6 Grates and drain covers shall be removable to facilitate cleaning and flushing.

5.1.7* If open-grate drainage trenches are used as a collection means, such open trenches, including branches, shall not be over 125 ft (38 m) in length with a minimum interval of 6 ft (1.8 m) between open-grate sections to act as fire stops. Each 125 ft (38 m) section shall be individually drained through underground piping. Open trenches shall not be used where they are in the line of pedestrian or passenger traffic.

5.1.8 Underground piping and components used in drainage systems shall be noncombustible and inert to fuel.

5.2 Drain and Separator Maintenance.

5.2.1* Periodic maintenance checks shall be conducted of all ramp drainage systems and interceptors to ensure that they are clear of obstructions and function properly.

5.2.2 Large-volume flushing with water shall be conducted through appropriate drainage elements to purge residual fuel from these drainage elements after any large fuel spill on the aircraft fueling ramp enters the drainage system.

Chapter 6 Aircraft Loading Walkways

6.1 Basic Design.

6.1.1* Each aircraft loading walkway installation shall be designed to provide a safe means of egress from the aircraft for a period of 5 minutes under fire exposure conditions equivalent to a free-burning jet fuel spill fire.

6.1.2 Protection of the aircraft loading walkway shall be accomplished by one of the following methods:

(1) Construction design meeting the requirements of Sections 6.1 through 6.4
(2) Fixed fire protection meeting the requirements of Sections 6.1, 6.2, and 6.5

6.2 Requirements for All Aircraft Loading Walkways.


6.2.2 Interior textile finish of walls and ceilings in walkways shall be as limited by 10.2.4(1) of NFPA 101, Life Safety Code.

6.2.3 Interior floor finish in walkways shall be Class I as defined in 10.2.7.4(1) of NFPA 101, Life Safety Code, and classified in accordance with NFPA 253, Standard Method of Test for Critical Radiant Flux of Floor Coverings Using a Radiant Heat Source.

6.2.4 There shall be no transparent or translucent walls, windows, or surfaces other than those windows located in the ramp access service door and in the cab area for the purpose of operating the aircraft loading walkway.
6.2.5 During a ramp fire emergency, walkway interiors shall have a positive air pressure delivered from a source that shall remain uncontaminated.

6.2.6 Any source of negative air pressure in the aircraft loading walkway shall be automatically shut down in the event of a fire emergency.

6.2.7 Any door in the egress path through the loading walkway to the terminal building shall swing in the direction of egress from the airport toward the terminal building and shall be equipped with panic hardware on the aircraft side.

6.2.8 Where loading walkways are provided, the walkway, including the bumpers, curtains, and canopies, shall be seated according to the manufacturer’s instruction and training whenever the walkway is in service.

6.2.9 Cab and Rotunda Slat Curtains.

6.2.9.1 Cab slat curtains and rotunda slat curtains shall meet the requirements of 6.4.8 by one of the following methods:

1. Intrinsic structural features
2. Fire-resistant coatings
3. Automatically activated water cooling systems in accordance with 6.5.2
4. Automatically activated fire curtains
5. Local application of a foam system in accordance with 6.5.3 under the cab and rotunda that is automatically activated and covers an area extending 15 ft (4.6 m) beyond the perimeter of the cab and rotunda. This shall supersede the 10 ft (3 m) criteria of 6.5.3.

6.2.9.2 When the rotunda is located more than 50 ft (15 m) from the fuel fill or fuel vent point of aircraft and the rotunda slat curtain is of noncombustible construction, 6.2.9.1 shall not apply.


6.2.11 The minimum obstruction-free width of walking surface shall be 36 in. (914 mm). Changes in elevation between telescoping sections of the loading walkway’s walking surface shall not exceed 1 in 20 slope when the loading walkway is level. Existing loading walkways shall be permitted to be continued in service.

6.3 Materials.

6.3.1 Exterior surfaces of floors, roofs, walls, and load-bearing structural members shall be constructed entirely of materials or composite assemblies that maintain the structural integrity and heat transfer characteristics needed to meet the requirements specified in 6.1.1 and Section 6.4.

6.3.2 Flexible closures, canopies, wipers, and weather-sealing devices shall be subjected to the accelerated weathering procedures specified in 6.3.2.1, after which they shall meet the requirements of 6.4.7 or 6.4.10 of this standard, as applicable.

6.3.2.1 Specimens shall be exposed for 100 hours using the apparatus and procedure specified in Cycle 1 Option A of AATCC Test Method 192, “Weather Resistance of Textiles: Sunshine-Arc Lamp Exposure With and Without Wetting.”

6.3.3 The manufacturer shall provide, in writing, the anticipated service life expectancy of components that contribute to fire safety.

6.4 Fire Tests.

6.4.1 Scope of Fire Tests.

6.4.1.1 Tests shall be conducted to establish the performance of materials and methods of construction and to verify their structural integrity and heat transfer characteristics so as to satisfy the 5-minute exit route criteria specified in 6.1.1.

6.4.1.2 The test methods specified in this chapter shall be applicable to assemblies of units and to composite assemblies of structural materials for aircraft loading walkways, including walls, girders, beams, slabs, and composite slab and beam assemblies for floor and walls either tested individually as floor or wall panels or as a complete assembly. Also, they shall be applicable to other assemblies and structural units that constitute permanent integral parts of a finished aircraft loading walkway.

6.4.1.3 The condition of acceptability for tests specified in this section for aircraft loading walkways shall be documented by one of the methods in 6.4.1.3.1 and 6.4.1.3.2. Such submittals shall be subject to acceptance by the authority having jurisdiction.

6.4.1.3.1 Tests shall be conducted in accordance with the requirements and procedures of Section 6.4.

6.4.1.3.2 Evidence of compliance shall be permitted to be achieved by other methods such as modeling, calculation, or testing. The submitter must show that the method used proves that components achieve a level of fire safety at least equal to that produced by the procedure in Section 6.4.

6.4.1.4 The tests shall register performance during the required period of exposure and shall not be construed as having determined suitability for use after fire exposure.

6.4.2 Time-Temperature Curve to Be Used. The conduct of fire tests of materials and construction shall be controlled by the time-temperature curves in Figure 6.4.2 and Table 6.4.2.

6.4.3 Furnace Temperatures.

6.4.3.1 The temperature fixed by the curve shall be deemed to be the average temperature obtained from the readings of not fewer than nine thermocouples for a floor or wall section. The thermocouples shall be symmetrically located and distributed to show the temperature near all parts of the sample and shall be partially enclosed in porcelain tubes ¾ in. (19 mm) in outside diameter and ¾ in. (3 mm) in wall thickness, with a minimum exposed length of thermocouple wires of 1½ in. (38 mm). The exposed length of the pyrometer tube and thermocouples in the furnace chamber shall be not less than 12 in. (305 mm). Other types of thermocouples or pyrometers that under test conditions give the same indications as those specified herein within the limit of accuracy that applies for real-time furnace temperature measurements shall be permitted to be used.

6.4.3.1.1 For floor sections, the junction of the thermocouples shall be placed 12 in. (305 mm) away from the exposed surface of the sample at the beginning of the test and during the test shall not touch the sample as a result of its deflection.

6.4.3.1.2 For walls, the thermocouples shall be placed 6 in. (152 mm) away from the exposed face of the sample at the beginning of the test and shall not touch the sample during the test as a result of its deflection.

6.4.3.2 The temperatures shall be measured and reported at intervals not exceeding 15 seconds.

6.4.3.3 The accuracy of the furnace control shall be such that at any given time the temperature obtained by averaging the results from the pyrometer readings shall not be less than 90 percent of the temperature curve shown in Figure 6.4.2.
FIGURE 6.4.2 Typical Furnace Time-Temperature Curves for Fire Testing of Aircraft Loading Walkways. (See Table 6.4.2.)

6.4.4 Temperatures of Unexposed Surfaces of Floors and Walls.

6.4.4.1 Temperatures of unexposed surfaces shall be measured with exposed-type thermocouples placed under felted refractory fiber pads.

6.4.4.1.1 The refractory fiber pads shall be of flexible, felted material, free of organic additives, and they shall exhibit the following properties:

1. Length and width shall be 6 in. ± 1/8 in. (152 mm ± 3.18 mm).
2. Thickness shall be 0.375 in. ± 0.063 in. (9.5 mm ± 1.6 mm).
3. Dry weight shall be 0.147 lb ± 0.053 lb (67 g ± 24 g).
4. Thermal conductivity [at 150°F (66°C)] shall be 0.75 Btu in./hr ft² F ± 0.03 Btu in./hr ft² F (0.053 W/m-C ± 0.004 W/m-C).
5. Hardness indentation on soft face shall be 0.075 in. ± 0.025 in. (1.9 mm ± 0.6 mm).
6. The pads shall be shaped by wetting, forming, and drying to constant weight to provide complete contact on sharply contoured surfaces.

6.4.4.1.2 The thickness measurement shall be made under the light load of a ½ in. (13 mm) diameter pad of a dial micrometer gauge.

6.4.4.1.3 The wire leads of the thermocouple shall have an immersion under the pad and shall be in contact with the unexposed surface for not less than 1½ in. (38 mm). The hot junction of the thermocouple shall be placed approximately under the center of the pad. The outside diameter of protecting or insulating tubes shall be not more than ½ in. (8 mm). The pad shall be held firmly against the surface and shall fit closely about the thermocouples. The wires from the thermocouple in the length covered by the pad shall be not heavier than No. 18 B&W gauge 0.04 in. (1.02 mm) and shall be electrically insulated with heat-resistant and moisture-resistant coatings.

6.4.4.2 Temperature readings shall be taken at not less than nine points on the surface. Five of these shall be symmetrically located: one to be approximately at the center of the walkway specimen and four to be approximately at the center of its quarter sections. The other four shall be located at the discretion of the testing authority to obtain representative information on the performance of the walkway specimen under test. None of the thermocouples shall be located nearer to the edges of the test specimen than one and one-half times the thickness of the construction or 12 in. (305 mm). Thermocouples shall not be located opposite or on top of beams, girders, or other structural members.

<table>
<thead>
<tr>
<th>Time (min:sec)</th>
<th>Floor Temperatures</th>
<th>Wall Temperatures</th>
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<td>°F</td>
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Note: See also Figure 6.4.2.
6.4.4.3 Temperature readings shall be taken at intervals not exceeding 15 seconds.

6.4.4.4 Where the conditions of acceptance place a limitation on the temperature of the unexposed surface, the temperature condition shall be determined by the average of the measurements at individual points. If a temperature rise of 30 percent in excess of the specified limit occurs at any one of these points, the remainder shall be ignored and the fire-endurance period judged as having ended.

6.4.5 Test Specimen.

6.4.5.1 The test specimen shall be representative of the construction for the classification desired in regard to materials, workmanship, and details such as dimensions of parts and shall be built under conditions representative of actual aircraft loading walkway construction and operation. The physical properties of the materials and ingredients used in the test specimen shall be determined and recorded.

6.4.5.2 The test specimen shall be protected during and after fabrication to ensure normality of its quality and condition at the time of the test. The ambient air temperature at the beginning of the test shall be within the range of 50°F to 90°F (10°C to 32°C). The velocity of air across the unexposed surface of the sample, measured just before the test begins, shall not exceed 4.4 ft/sec (1.3 m/s), as determined by an anemometer placed at right angles to the unexposed surface. If mechanical ventilation is employed during the test, an air stream shall not be directed across the surface of the specimen.

6.4.5.3 The fire-endurance test shall be continued on the specimen with its applied load, if any, until failure occurs, or until the specimen has withstood the test conditions for a period of 10 minutes.

6.4.5.4 Results shall be reported in accordance with the performance in the tests prescribed in these methods. Time-temperature results shall be reported at 15-second intervals. Reports shall include observations of significant details of the behavior of the material or construction during the test and after the furnace fire is cut off, including information on deformation, spalling, cracking, burning of the specimen or its component parts, continuance of flaming, and production of smoke.

6.4.6 Tests of Walls and Floors.

6.4.6.1 The dimensions of the sample to be tested shall be determined based on the construction features of the specific walkway being tested. The dimensions selected shall ensure that the sample, when tested, will demonstrate the ability of the most critical elements of the walkway to withstand stress concentrations without failure and without separations that would permit fire and smoke intrusion. Verification documentation supporting the selection of the dimensions shall be approved by the authority having jurisdiction.

6.4.6.2 The effect of exposure to elevated temperatures of working stress seen as worst-case load combinations during actual usage shall be accomplished by one of the following two methods:

(1) A superimposed load to the specimen shall be applied in a manner calculated to develop theoretically the design allowable stresses contemplated by the design during the test described in 6.4.2.

(2) The yield strength of the structural medium shall be correlated to the maximum temperature recorded in 6.4.2.

6.4.6.3 Structural submittals shall be made using this new yield strength showing nonfailure conditions have been met.

6.4.6.2.1 Worst-case load combinations shall be derived from the following:

(1) Floor live load: 40 lb/ft² (195 kg/m²)
(2) Roof load: 25 lb/ft² (122 kg/m²)
(3) Wind load: 12.5 lb/ft² (61 kg/m²)

6.4.6.3 The test shall be successful when the following conditions of acceptance are met:

(1) The wall or floor section shall have sustained the applied load during the fire-endurance test without passage of flame for a minimum period of 5 minutes. Flaming shall not appear on the unexposed face.

(2) The maximum allowable surface temperature of the cool side of a wall or floor section shall not exceed 250°F (121°C) during a 5-minute exposure as determined by 6.4.4.4.

6.4.7 Tests of Flexible Closures.

6.4.7.1 The test specimen area exposed to the test fire shall not be less than 2 ft x 2 ft (0.62 m x 0.62 m). The test specimen shall be representative of all elements of the flexible closure, including framework assembly and mechanisms for attachment to the aircraft loading walkway.

6.4.7.2 The test shall be successful when all the conditions of acceptance in 6.4.7.2.1 through 6.4.7.2.3 are met.

6.4.7.2.1 The test specimen shall have withstood the fire-endurance test as defined by the time-temperature curve for external walkway wall exposure in Figure 6.4.2 without passage of flame for a minimum period of 5 minutes.

6.4.7.2.2 The closure material also shall pass the following test, designed to measure the radiant heat flux to which humans can be subjected while exiting an aircraft under a fuel spill fire emergency condition. A specimen of the closure material that reproduces the most expanded actual field operating configuration, regarding folds and pleats, existing fire (1.8 m) above the floor shall be tested in a furnace. The furnace temperature applied to the exposed exterior surface of the closure material shall be raised in accordance with the time-temperature curve for external walkway wall exposure in Figure 6.4.2. Measurements shall be taken by a radiometer positioned between a minimum distance of 39.4 in. (1 m) and a maximum distance of 78.7 in. (2 m) away from the cool side surface of the test specimen. The radiometer shall have a view angle small enough such that it "sees" only the test specimen and not the frame or furnace wall. The approximate equivalent human exposure in the walkway shall not exceed 0.65 W/cm². The approximate equivalent human exposure shall be calculated by multiplying the maximum actual radiometer reading for the test in W/cm² at the radiometer by the following:

$$\frac{0.3(\tan^{2} \Theta + 1)}{\tan^{2} \frac{\Theta}{2}}$$

where:

$\Theta$ = the total view angle of the test radiometer
$\tau$ = correction factor for absorption due to humidity
Table 6.4.7.2.2.1 *t* Factors

<table>
<thead>
<tr>
<th>Relative Humidity During Test (%)</th>
<th><em>t</em> Factors Based on Distance from Source to Sensor</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>39.4 in. (1 m)</td>
</tr>
<tr>
<td>0–25</td>
<td>0.96</td>
</tr>
<tr>
<td>25–50</td>
<td>0.94</td>
</tr>
<tr>
<td>50–100</td>
<td>0.92</td>
</tr>
</tbody>
</table>

6.4.7.2.3 The framework assembly supporting the closure curtain material and mechanisms for attachment shall be capable of maintaining structural integrity when subjected to the fire defined by the time-temperature curve for external walkway wall exposure in Figure 6.4.2.

6.4.8 Test of Cab and Rotunda Slat Curtains.

6.4.8.1 The test specimen area exposed to the test fire shall not be less than 2 ft × 2 ft (0.62 m × 0.62 m). The test specimen shall be representative of all elements of the cab and rotunda slat curtains, including framework assembly and mechanisms for attachment to the aircraft loading walkway.

6.4.8.2 For conditions of acceptance, the test sample shall be capable of withstanding the fire-endurance test as defined by the time-temperature curve in Figure 6.4.2 appropriate for the walkway location being tested without passage of flame for a period of 5 minutes. Flaming shall not appear on the unexposed face.

6.4.9 Tests of Bumpers.

6.4.9.1* Bumper assemblies shall be tested in continuous contact against a simulated aircraft fuselage in a manner representative of intended usage.

6.4.9.2 The specimen shall be configured in a manner representative of actual fabrication and shall include the bumper proper and mechanism for bumper attachment to the aircraft loading walkway.

6.4.9.3 For conditions of acceptance, bumpers shall be capable of withstanding the fire-endurance test as defined by the time-temperature curve for external walkway flooring exposure in Figure 6.4.2 without passage of flame for a period of 5 minutes. Flaming shall not appear on the unexposed face.

6.4.10 Tests of Miscellaneous Seals and Weather-Stripping Assemblies.

6.4.10.1 The testing laboratory shall construct a steel stud wall assembly consisting of one layer of ½ in. (15 mm) Type X gypsum wallboard on the exposed face. A hole shall be framed out in the center of the test wall where another steel stud–gypsum wallboard assembly shall be inserted. The smaller assembly to be inserted into the wall shall be constructed such that the opening between the test wall and the smaller assembly allows the weather stripping or seal material to fill the gap in a manner representative of end-use application. The entire assembly then shall be placed against the furnace for the required exposure.

6.4.10.2 The size of the test specimen shall not be less than 2 ft (0.62 m) long.

6.4.10.3 For conditions of acceptance, these components shall be capable of withstanding the fire-endurance test as defined by the time-temperature curve in Figure 6.4.2 appropriate for the walkway location being tested without passage of flame for a period of 5 minutes. Flaming shall not appear on the unexposed face.

6.5 Fire Suppression Systems.

6.5.1* The fixed fire suppression specified in 6.1.2 shall be provided by one of the following systems:

1. Fixed water spray system specified in 6.5.2
2. Fixed foam system specified in 6.5.3

6.5.2 The fixed water spray system shall be of the open-head, deluge type and shall meet the requirements of NFPA 15, Standard for Water Spray Fixed Systems for Fire Protection. The system shall be designed so that the water is discharged directly on all walkway outer surfaces and structural members being protected. The system shall be automatically actuated and designed for a minimum discharge duration of 5 minutes.

6.5.3 The fixed foam system shall be adequate to blanket the area under the walkway when positioned at the aircraft exit door(s) and for a distance of approximately 10 ft (3 m) in all directions. The system shall meet the requirements of NFPA 11, Standard for Low-, Medium-, and High-Expansion Foam, or NFPA 16, Standard for the Installation of Foam Water Sprinkler and Foam Water Spray Systems. The system shall be automatically activated. This system shall be capable of discharging in such a manner that the protected area previously described will be free of fire for a minimum duration of 5 minutes.

Annex A Explanatory Material

Annex A is not a part of the requirements of this NFPA document but is included for informational purposes only. This annex contains explanatory material, numbered to correspond with the applicable text paragraphs.

A.1.2 The adequacy and usefulness of airport terminal buildings depend, to a large extent, on the fire resistance of their construction and the fire protection provided within the buildings.

The provision of aircraft rescue and fire-fighting equipment at airports meeting the recommendations of NFPA 403, Standard for Aircraft Rescue and Fire Fighting Services at Airports, and NFPA 414, Standard for Aircraft Rescue and Fire Fighting Vehicles, will be useful in controlling ramp fires. The provision of hydrants on the ramp side of airport terminal buildings will assist in meeting supplemental fire protection needs in those areas.

A.3.2.1 Approved. The National Fire Protection Association does not approve, inspect, or certify any installations, procedures, equipment, or materials; nor does it approve or evaluate testing laboratories. In determining the acceptability of installations, procedures, equipment, or materials, the authority having jurisdiction may base acceptance on compliance with NFPA or other appropriate standards. In the absence of such standards, said authority may require evidence of proper installation, procedure, or use. The authority having jurisdiction may also refer to the listings or labeling practices of an organization that is concerned with product evaluations and is thus in a position to determine compliance with appropriate standards for the current production of listed items.
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Standard on Airport Terminal Buildings, Fueling Ramp Drainage, and Loading Walkways

2016 Edition
4.5.2.3 If the public fire department has two-way voice communication with a constantly attended location, 4.5.2.2 shall not apply.

4.5.3 Fire Hydrants. Fire hydrants shall be provided on both the ramp and the street sides of airport terminal buildings. Such hydrants shall be located so that no portion of the terminal building is more than 500 ft (152.4 m) from a hydrant.

4.5.4 Standpipe and Hose Systems. Standpipe and hose systems shall be provided for all airport terminal buildings in excess of two stories (35 ft (10.7 m)) in height or 100 ft (30.5 m) in shortest horizontal dimension. Standpipe and hose systems shall be installed in accordance with NFPA 14.

4.5.4.1 Class I standpipe systems shall be provided in buildings protected throughout by an approved automatic sprinkler system. Each 2½ in. (65.5 mm) hose connection shall be equipped with a 2½ in. x 1½ in. (65.5 mm x 38 mm) reducer and cap.

4.5.4.2 Class III standpipe systems shall be provided in nonsprinklered buildings. The exceptions in NFPA 14, for Class III systems shall be applicable to this requirement.

4.5.5 Water Supply. Water supply from public or private sources shall be adequate to supply maximum calculated sprinkler demand plus a minimum of 500 gpm (1893 L/min) for hose streams. The supply shall be available at the rate specified for a period of at least 1 hour.

4.5.5.1* Main sizes shall be hydraulically calculated based on the total domestic and fire protection requirements. Mains shall be not less than 8 in. (203 mm) in diameter except that laterals shall be permitted to be 6 in. (152 mm) in diameter if not over 200 ft (61 m) long.

4.5.5.2* Hydrants shall be readily accessible to fire-fighting vehicles traveling on surfaces adequate for supporting such vehicles.

4.5.5.2.1 Hydrants shall be listed.

4.5.5.2.2 Hydrants shall be located or protected to prevent mechanical or vehicular damage, including taxing aircraft.

4.5.5.2.3 Hydrants recessed into the ground shall have identifiers in the pavement to assist in their prompt location at night and by personnel who might not be familiar with the location of the hydrants.

4.5.5.3* Water supply systems shall be regularly tested to ensure operation.

4.5.6 Portable Fire Extinguishers. Portable fire extinguishers shall be provided throughout the airport terminal building in accordance with NFPA 10.

Chapter 5 Aircraft Fueling Ramp Drainage

5.1 Aircraft Fueling Ramp Slope and Drain Design.

5.1.2* Aircraft fueling ramp drainage as specified herein shall be accomplished by the provisions of 5.1.1 in conjunction with the following:

(1) The use of drain inlets with connected piping
(2) The use of open-grate trenches

5.1.3 Drainage inlets, where provided, shall be located a minimum of 50 ft (15 m) from structures outlined in 5.1.1.

5.1.4 The drainage system of any aircraft fueling ramp shall be so designed that the fuel or its vapor cannot enter into the drainage system of buildings, areas utilized for automobile parking, public or private streets, or the public side of airport terminal or aircraft hangar structures. In no case shall the design allow fuel to collect on the aircraft fueling ramp or adjacent ground surfaces where it could constitute a fire hazard.

5.1.5 The final separator or interceptor for the entire airport drainage system shall be designed to allow disposal of combustible or flammable liquids into a safely located, approved containment facility.

5.1.6 Grates and drain covers shall be removable to facilitate cleaning and flushing.

5.1.7* If open-grate drainage trenches are used as a collection means, such open trenches, including branches, shall not be over 125 ft (38 m) in length with a minimum interval of 5 ft (1.5 m) between open-trench sections to act as fire stops. Each 125 ft (38 m) section shall be individually drained through underground piping. Open trenches shall not be used where they are in the line of pedestrian or passenger traffic.

5.1.8 Underground piping and components used in drainage systems shall be noncombustible and inert to fuel.

5.2 Drain and Separator Maintenance.

5.2.1* Periodic maintenance checks shall be conducted of all ramp drainage systems and interceptors to ensure that they are clear of obstructions and function properly.

5.2.2 Large-volume flushing with water shall be conducted through appropriate drainage elements to purge residual fuel from these drainage elements after any large fuel spill on the aircraft fueling ramp enters the drainage system.

Chapter 6 Aircraft Loading Walkways

6.1 Basic Design.

6.1.1* Each aircraft loading walkway installation shall be designed to provide a safe means of egress from the aircraft for a period of 5 minutes under fire exposure conditions equivalent to a free-burning jet fuel spill fire.

6.1.2 Protection of the aircraft loading walkway shall be accomplished by one of the following methods:

(1) Construction design meeting the requirements of Sections 6.1 through 6.4
(2) Fixed fire protection meeting the requirements of Sections 6.1, 6.2, and 6.5

6.2 Requirements for All Aircraft Loading Walkways.

6.2.1* Interior finish other than textiles of walls, ceilings, and walkways shall be Class A as defined in 10.2.3.4 of NFPA 101 and classified in accordance with ASTM E84, Standard Test

6.2.2 Interior textile finish of walls and ceilings in walkways shall be as limited by 10.2.4.1(5) of NFPA 101.

6.2.3 Interior floor finish in walkways shall be Class I as defined in 10.2.7.4.1 of NFPA 101 and classified in accordance with NFPA 255.

6.2.4* During a ramp fire emergency, walkway interiors shall have a positive air pressure delivered from a source that shall remain uncontaminated.

6.2.5* Any source of negative air pressure in the aircraft loading walkway shall be automatically shut down in the event of a fire emergency.

6.2.6 Any door in the egress path through the loading walkway to the terminal building shall swing in the direction of egress from the aircraft toward the terminal building and shall be equipped with panic hardware on the aircraft side.

6.2.7* Where loading walkways are provided, the walkway, including the bumpers, curtains, and canopies, shall be seated according to the manufacturer's instruction and training whenever the walkway is in service.

6.2.8 Cab and Rotunda Slat Curtains.

6.2.8.1 Cab slat curtains and rotunda slat curtains shall meet the requirements of 6.4.8 by one of the following methods:

(1) Intrinsic structural features
(2) Fire-resistant coatings
(3) Automatically activated water cooling systems in accordance with 6.5.2
(4) Automatically activated fire curtains
(5) Local application of a foam system in accordance with 6.5.3 under the cab and rotunda that is automatically activated and covers an area extending 15 ft (4.6 m) beyond the perimeter of the cab and rotunda. This shall supersede the 10 ft (3 m) criteria of 6.5.3.

6.2.8.2 When the rotunda is located more than 50 ft (15 m) from the fuel fill or fuel vent point of aircraft and the rotunda slot curtain is of noncombustible construction, 6.2.8.1 shall not apply.

6.2.9 Emergency Lights. Emergency lights shall be installed in all aircraft loading walkways in accordance with NFPA 101.

6.2.10* The minimum obstruction-free width of walking surface shall be 36 in. (914 mm). Changes in elevation between telescoping sections of the loading walkway’s walking surface shall not exceed 1 in 20 slope when the loading walkway is level. Existing loading walkways shall be permitted to be continued in service.

6.3 Materials.

6.3.1 Exterior surfaces of floors, roofs, walls, and load-bearing structural members shall be constructed entirely of materials or composite assemblies that maintain the structural integrity and heat transfer characteristics needed to meet the requirements specified in 6.1.1 and Section 6.4.

6.3.2 Flexible closures, canopies, wipers, and weather-sealing devices shall be subjected to the accelerated weathering procedures specified in 6.3.2.1, after which they shall meet the requirements of 6.4.7 or 6.4.10 of this standard, as applicable.

6.3.2.1 Specimens shall be exposed for 100 hours using the apparatus and procedure specified in Cycle I Option A of AATCC Test Method 192, "Weather Resistance of Textiles: Sunshine-Arc Lamp Exposure With and Without Wetting."

6.3.3 The manufacturer shall provide, in writing, the anticipated service life expectancy of components that contribute to fire safety.

6.4 Fire Tests.

6.4.1 Scope of Fire Tests.

6.4.1.1 Tests shall be conducted to establish the performance of materials and methods of construction and to verify their structural integrity and heat transfer characteristics so as to satisfy the 5-minute exit route criteria specified in 6.1.1.

6.4.1.2 The test methods specified in this chapter shall be applicable to assemblies of units and to composite assemblies of structural materials for aircraft loading walkways, including walls, girders, beams, slabs, and composite slab and beam assemblies for floor and walls either tested individually as floor or wall panels or as a complete assembly. Also, they shall be applicable to other assemblies and structural units that constitute permanent integral parts of a finished aircraft loading walkway.

6.4.1.3 The condition of acceptance for tests specified in this section for aircraft loading walkways shall be documented by one of the methods in 6.4.1.3.1 and 6.4.1.3.2. Such submittals shall be subject to acceptance by the authority having jurisdiction.

6.4.1.3.1 Tests shall be conducted in accordance with the requirements and procedures of Section 6.4.

6.4.1.3.2 Evidence of compliance shall be permitted to be achieved by other methods such as modeling, calculation, or testing. The submitter must show that the method used proves that components achieve a level of fire safety at least equal to that produced by the procedure in Section 6.4.

6.4.1.4 The tests shall register performance during the required period of exposure and shall not be construed as having determined suitability for use after fire exposure.

6.4.2 Time-Temperature Curve to Be Used. The conduct of fire tests of materials and construction shall be controlled by the time-temperature curves in Figure 6.4.2 and Table 6.4.2.

6.4.3 Furnace Temperatures.

6.4.3.1 The temperature fixed by the curve shall be deemed to be the average temperature obtained from the readings of not fewer than nine thermocouples for a floor or wall section. The thermocouples shall be symmetrically located and distributed to show the temperature near all parts of the sample and shall be partially enclosed in porcelain tubes ⅜ in. (19 mm) in outside diameter and ⅛ in. (3 mm) in wall thickness, with a minimum exposed length of thermocouple wires of 1½ in. (38 mm). The exposed length of the pyrometer tube and thermocouples in the furnace chamber shall be not less than 12 in. (305 mm). Other types of thermocouples or pyrometers that under test conditions give the same indications as those specified herein within the limit of accuracy that applies for real-
Table 6.4.2 Typical Furnace Time-Temperature Gradients for Fire Testing of Aircraft Loading Walkways

<table>
<thead>
<tr>
<th>Time (min/sect)</th>
<th>Exposed Floor Section Temperatures</th>
<th>Exposed Wall Section Temperatures</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>°C</td>
<td>°F</td>
</tr>
<tr>
<td>0:00</td>
<td>20</td>
<td>68</td>
</tr>
<tr>
<td>0:20</td>
<td>160</td>
<td>320</td>
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<td>572</td>
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<tr>
<td>1:00</td>
<td>440</td>
<td>824</td>
</tr>
<tr>
<td>1:20</td>
<td>580</td>
<td>1076</td>
</tr>
<tr>
<td>1:40</td>
<td>720</td>
<td>1328</td>
</tr>
<tr>
<td>2:00</td>
<td>860</td>
<td>1580</td>
</tr>
<tr>
<td>2:20</td>
<td>915</td>
<td>1679</td>
</tr>
<tr>
<td>2:40</td>
<td>940</td>
<td>1724</td>
</tr>
<tr>
<td>3:00</td>
<td>955</td>
<td>1751</td>
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<tr>
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</tr>
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<td>3:40</td>
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<tr>
<td>4:00</td>
<td>970</td>
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</tr>
<tr>
<td>4:20</td>
<td>975</td>
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<td>1841</td>
</tr>
<tr>
<td>10:00</td>
<td>1005</td>
<td>1841</td>
</tr>
</tbody>
</table>

Note: See also Figure 6.4.2.

time furnace temperature measurements shall be permitted to be used.

6.4.3.1.1 For floor sections, the junction of the thermocouples shall be placed 12 in. (305 mm) away from the exposed surface of the sample at the beginning of the test and during the test shall not touch the sample as a result of its deflection.

6.4.3.1.2 For walls, the thermocouples shall be placed 6 in. (152 mm) away from the exposed face of the sample at the beginning of the test and shall not touch the sample during the test as a result of its deflection.

6.4.3.2 The temperatures shall be measured and reported at intervals not exceeding 15 seconds.

6.4.3.3 The accuracy of the furnace control shall be such that at any given time the temperature obtained by averaging the results from the pyrometer readings shall not be less than 90 percent of the temperature curve shown in Figure 6.4.2.

FIGURE 6.4.2 Typical Furnace Time-Temperature Curves for Fire Testing of Aircraft Loading Walkways. (See Table 6.4.2.)

6.4.4 Temperatures of Unexposed Surfaces of Floors and Walls.

6.4.4.1 Temperatures of unexposed surfaces shall be measured with exposed-type thermocouples placed under felted refractory fiber pads.

6.4.4.1.1 The refractory fiber pads shall be of flexible, felted material, free of organic additives, and they shall exhibit the following properties:

1. Length and width shall be 6 in. ± ¼ in. (152 mm ± 3.18 mm).

2. Thickness shall be 0.375 in. ± 0.063 in. (9.5 mm ± 1.6 mm).

3. Dry weight shall be 0.147 lb ± 0.053 lb (67 g ± 24 g).

4. Thermal conductivity [at 150°F (66°C)] shall be 0.37 Btu in./hr ft²°F ± 0.03 Btu in./hr ft²°F (0.053 W/m·C ± 0.004 W/m·C).

5. Hardness indentation on soft face shall be 0.075 in. ± 0.025 in. (1.9 mm ± 0.6 mm).

6. The pads shall be shaped by wetting, forming, and drying to constant weight to provide complete contact on sharply contoured surfaces.

6.4.4.1.2 The thickness measurement shall be made under the light load of a ½ in. (13 mm) diameter pad of a dial micrometer gauge.

6.4.4.1.3 The wire leads of the thermocouple shall have an immersion under the pad and shall be in contact with the unexposed surface for not less than 1½ in. (38 mm). The hot
junction of the thermocouple shall be placed approximately under the center of the pad. The outside diameter of protecting or insulating tubes shall be not more than \( \frac{3}{4} \) in. (8 mm). The pad shall be held firmly against the surface and shall fit closely about the thermocouples. The wires from the thermometer in the length covered by the pad shall be not heavier than No. 18 B&S gauge 0.04 in. (1.02 mm) and shall be electrically insulated with heat-resistant and moisture-resistant coatings.

6.4.4.2 Temperature readings shall be taken at not less than nine points on the surface. Five of these shall be symmetrically located; one to be approximately at the center of the walkway specimen and four to be approximately at the center of its quarter sections. The other four shall be located at the discretion of the testing authority to obtain representative information on the performance of the walkway specimen under test. None of the thermocouples shall be located nearer to the edges of the test specimen than one and one-half times the thickness of the construction or 12 in. (305 mm). Thermocouples shall not be located opposite or on top of beams, girders, or other structural members.

6.4.4.3 Temperature readings shall be taken at intervals not exceeding 15 seconds.

6.4.4.4 Where the conditions of acceptance place a limitation on the temperature of the unexposed surface, the temperature end point of the fire-endurance period shall be determined by the average of the measurements taken at individual points. If a temperature rise of 30 percent in excess of the specified limit occurs at any one of these points, the remainder shall be ignored and the fire-endurance period judged as having ended.

6.4.5 Test Specimen.

6.4.5.1 The test specimen shall be representative of the construction for the classification desired in regard to materials, workmanship, and details such as dimensions of parts and shall be built under conditions representative of actual aircraft loading walkway construction and operation. The physical properties of the materials and ingredients used in the test specimen shall be determined and recorded.

6.4.5.2 The test specimen shall be protected during and after fabrication to ensure normality of its quality and condition at the time of the test. The ambient air temperature at the beginning of the test shall be within the range of 50°F to 90°F (10°C to 32°C). The velocity of air across the unexposed surface of the sample, measured just before the test begins, shall not exceed 4.4 ft/sec (1.3 m/s), as determined by an anemometer placed at right angles to the unexposed surface. If mechanical ventilation is employed during the test, an air stream shall not be directed across the surface of the specimen.

6.4.5.3* The fire-endurance test shall be continued on the specimen with its applied load, if any, until failure occurs, or until the specimen has withstood the test conditions for a period of 10 minutes.

6.4.5.4 Results shall be reported in accordance with the performance in the tests prescribed in these methods. Time-temperature results shall be reported at 15-second intervals. Reports shall include observations of significant details of the behavior of the material or construction during the test and after the furnace fire is cut off, including information on deformation, spalling, cracking, burning of the specimen or its component parts, continuance of flaming, and production of smoke.

6.4.6 Tests of Walls and Floors.

6.4.6.1 The dimensions of the sample to be tested shall be determined based on the construction features of the specific walkway being tested. The dimensions selected shall ensure that the sample, when tested, will demonstrate the ability of the most critical elements of the walkway to withstand stress concentrations without failure and without separations that would permit fire and smoke intrusion. Verification documentation supporting the selection of the dimensions shall be approved by the authority having jurisdiction.

6.4.6.2 The effect of exposure to elevated temperatures of working stress seen as worst-case load combinations during actual usage shall be accomplished by one of the following two methods:

1. A superimposed load to the specimen shall be applied in a manner calculated to develop theoretically the design allowable stresses contemplated by the design during the test described in 6.4.2.
2. The yield strength of the structural medium shall be correlated to the maximum temperature recorded in 6.4.2. Structural submittals shall be made using this new yield strength showing nonfailure conditions have been met.

6.4.6.2.1 Worst-case load combinations shall be derived from the following:

1. Floor live load: 40 lb/ft² (195 kg/m²)
2. Roof load: 25 lb/ft² (122 kg/m²)
3. Wind load: 12.5 lb/ft² (61 kg/m²)

6.4.6.3 The test shall be successful when the following conditions of acceptance are met:

1. The wall or floor section shall have sustained the applied load during the fire-endurance test without passage of flame for a minimum period of 5 minutes. flaming shall not appear on the unexposed face.
2. The maximum allowable surface temperature of the cool side of a wall or floor section shall not exceed 250°F (121°C) during a 5-minute exposure as determined by 6.4.4.4.

6.4.7 Tests of Flexible Closures.

6.4.7.1 The test specimen area exposed to the test fire shall not be less than 2 ft × 2 ft (0.62 m × 0.62 m). The test specimen shall be representative of all elements of the flexible closure including framework assembly and mechanisms for attachment to the aircraft loading walkway.

6.4.7.2 The test shall be successful when all the conditions of acceptance in 6.4.7.2.1 through 6.4.7.2.3 are met.

6.4.7.2.1* The test specimen shall have withstood the fire-endurance test as defined by the time-temperature curve for external walkway wall exposure in Figure 6.4.2 without passage of flame for a minimum period of 5 minutes.

6.4.7.2.2 The closure material also shall pass the following test, designed to measure the radiant heat flux to which humans can be subjected while exiting an aircraft under a fuel spill fire emergency condition. A specimen of the closure material that reproduces the most expanded actual field operating configu-
ration, regarding folds and pleats, existing 6 ft (1.8 m) above the floor shall be tested in a furnace. The furnace temperature applied to the exposed exterior surface of the closure material shall be raised in accordance with the time-temperature curve for external walkway wall exposure in Figure 6.4.2. Measurements shall be taken by a radiometer positioned between a minimum distance of 39.1 in. (1 m) and a maximum distance of 78.7 in. (2 m) away from the cool side surface of the test specimen. The radiometer shall have a view angle small enough such that it "sees" only the test specimen and not the frame or furnace wall. The approximate equivalent human exposure in the walkway shall not exceed 0.65 W/cm². The approximate equivalent human exposure shall be calculated by multiplying the maximum actual radiometer reading for the test in W/cm² at the radiometer by the following:

\[
0.31 \left( \frac{\tan^2 \Theta + 1}{\tan^2 \Theta} \right)
\]

where:
- \( \Theta \) = the total view angle of the test radiometer
- \( \tau \) = correction factor for absorption due to humidity

### 6.4.7.2.2.1
Table 6.4.7.2.2.1 shall be used to determine the appropriate \( \tau \).

### 6.4.7.2.3
The framework assembly supporting the closure curtain material and mechanisms for attachment shall be capable of maintaining structural integrity when subjected to the fire defined by the time-temperature curve for external walkway wall exposure in Figure 6.4.2.

### 6.4.8 Test of Cab and Rotunda Slat Curtains

#### 6.4.8.1
The test specimen area exposed to the test fire shall not be less than 2 ft x 2 ft (0.62 m x 0.62 m). The test specimen shall be representative of all elements of the cab and rotunda slat curtains, including framework assembly and mechanisms for attachment to the aircraft loading walkway.

#### 6.4.8.2
For conditions of acceptance, the test sample shall be capable of withstanding the fire-endurance test as defined by the time-temperature curve in Figure 6.4.2 appropriate for the walkway location being tested without passage of flame for a period of 5 minutes. Flaming shall not appear on the unexposed face.

### 6.4.9 Tests of Bumpers

#### 6.4.9.1
Bumper assemblies shall be tested in continuous contact against a simulated aircraft fuselage in a manner representative of intended usage.

#### 6.4.9.2
The specimen shall be configured in a manner representative of actual fabrication and shall include the bumper proper and mechanism for bumper attachment to the aircraft loading walkway.

#### 6.4.9.3
For conditions of acceptance, bumpers shall be capable of withstanding the fire-endurance test as defined by the time-temperature curve for external walkway flooring exposure in Figure 6.4.2 without passage of flame for a period of 5 minutes. Flaming shall not appear on the unexposed face.

### 6.4.10 Tests of Miscellaneous Seals and Weather-Stripping Assemblies

#### 6.4.10.1
The testing laboratory shall construct a steel stud wall assembly consisting of one layer of ½ in. (13 mm) Type X gypsum wallboard on the exposed face. A hole shall be framed out in the center of the test wall where another steel stud–gypsum wallboard assembly shall be inserted. The smaller assembly to be inserted into the wall shall be constructed such that the opening between the test wall and the smaller assembly allows the weather stripping or seal material to fill the gap in a manner representative of end-use application. The entire assembly then shall be placed against the furnace for the required exposure.

#### 6.4.10.2
The size of the test specimen shall not be less than 2 ft (0.62 m) long.

#### 6.4.10.3
For conditions of acceptance, these components shall be capable of withstanding the fire-endurance test as defined by the time-temperature curve in Figure 6.4.2 appropriate for the walkway location being tested without passage of flame for a period of 5 minutes. Flaming shall not appear on the unexposed face.

### 6.5 Fire Suppression Systems

#### 6.5.1
The fixed fire suppression specified in 6.1.2 shall be provided by one of the following systems:

1. Fixed water spray system specified in 6.5.2
2. Fixed foam system specified in 6.5.3

#### 6.5.2
The fixed water spray system shall be of the open-head, deluge type and shall meet the requirements of NFPA 15. The system shall be designed so that the water is discharged directly on all walkway outer surfaces and structural members being protected. The system shall be automatically actuated and designed for a minimum discharge duration of 5 minutes.

#### 6.5.3
The fixed foam system shall be adequate to blanket the area under the walkway when positioned at the aircraft exit door(s) and for a distance of approximately 10 ft (3 m) in all directions. The system shall meet the requirements of NFPA 11 or NFPA 16. The system shall be automatically activated. This system shall be capable of discharging in such a manner that the protected area previously described will be free of fire for a minimum duration of 5 minutes.

---

**Table 6.4.7.2.2.1 \( \tau \) Factors**

<table>
<thead>
<tr>
<th>Relative Humidity During Test (%)</th>
<th>( \tau ) Factors Based on Distance from Source to Sensor</th>
</tr>
</thead>
<tbody>
<tr>
<td>39.4 in. (1 m)</td>
<td>59.1 in. (1.5 m)</td>
</tr>
<tr>
<td>0–25</td>
<td>0.96</td>
</tr>
<tr>
<td>25–50</td>
<td>0.94</td>
</tr>
<tr>
<td>50–100</td>
<td>0.92</td>
</tr>
</tbody>
</table>
EXHIBIT G7
Statement of NFPA 415-2016 (Standard on Airport Terminal Buildings, Fueling Ramp Drainage and Loading Walkways) Compliance.

This is to certify that all Passenger Boarding Bridges furnished by thyssenkrupp Airport Systems, Inc., are designed and manufactured in strict accordance with the requirements of NFPA 415-2016. We further state that:

(1) All components and assemblies of the bridges required to be tested under NFPA 415-2016 have been tested for compliance by a Nationally Recognized Testing Laboratory (NRTL) and meet or exceed the requirements of the standard.

(2) The design and construction of the entire bridge is in compliance with all the requirements of NFPA 415-2016.

(3) There have been no design changes since the component testing that would materially affect the outcome of the test certifications.

NFPA 415-2016 Section 6.4.6 Test of Floors
The bridge floor was tested and compiled with NFPA 415-2016 as recorded by Intertek Testing Services NA, Inc. Test report 3181041SAT-014, which includes material list, tested construction, and compliance information.

NFPA 415-2016 Section 6.4.6 Test of Walls
The bridge steel walls were tested and compiled with NFPA 415-2016 as recorded by Intertek Testing Services NA, Inc. Test report 318104SAD-005D, which includes material list, tested construction, and compliance information.

NFPA 415-2016 Section 6.4.6 Test of Walls
The bridge walls were tested and compiled with NFPA 415-2016 as recorded by Intertek Testing Services NA, Inc. Test report G102705791SAT-003, which includes material list, tested construction, and compliance information.

NFPA 415-2013 Section 6.4.6 Test of Walls
The bridge glazed glass walls were tested and compiled with NFPA 415-2016 as recorded by Applus-LGAL. Test reports 14/8437-577, 14/8437-578, 14/8437-579, & 15/10394-2110, which includes material list, tested construction, and compliance information.

NFPA 415-2016 Section 6.4.7, Test of Flexible Closures
The bridge canopy was tested and compiled with NFPA 415-2016 as recorded by Intertek Testing Services NA, Inc. Test report G10258905SAT-002, which includes material lists, tested construction, and compliance information.

NFPA 415-2016 Section 6.4.8 Test of Cab and Rotunda Slat Curtains
The bridge cab curtains were tested and compiled with NFPA 415-2016 as recorded by Intertek Testing Services NA, Inc. Test report G100015559SAT-001, which includes material lists, tested construction, and compliance information.

NFPA 415-2016 Section 6.4.9 Test of Bumpers
The bridge bumper was tested and compiled with NFPA 415-2016 as recorded by Intertek Testing Services NA, Inc. Test report 318104SAT-005B, which includes material lists, tested construction, and compliance information.
NFPA 415-2016 Section 6.4.10 Tests Misc. Seals and Weather Stripping Assemblies

The bridge seals were tested and complied with NFPA 415-2016 as recorded by Intertek Testing Services NA, Inc. Test report 318104ISAT-0112, which includes material lists, test construction, and compliance information.

Tests were performed in accordance with NFPA 415-2013. The testing standards between NFPA 415-2013 and NFPA 415-2016 are the same. The only difference between the two standards is NFPA 415-2016 includes a provision for glass tunnel bridges.

These tests have been carried out successfully in accordance with the requirements of the NFPA 415-2016 & NFPA 415-2013 and all the recorded test reports are available upon request for the review and approval of the Authority having jurisdiction on each project.

P.S. Reddy 07/28/2020
Reddy Poondla, P.E.
Director of Engineering
ET-AS-AIR
EXHIBIT G8
EVALUATION CENTER
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Elmendorf, TX 78112
Phone: (210) 635-8100
Fax: (210) 635-8101
www.intertek.com

RENDERED TO
ThyssenKrupp Airport Systems
3201 North Sylvania Avenue, Suite 117
Fort Worth, Texas 76111
U.S.A.

PRODUCT EVALUATED: Tunnel Wall System (2-Tunnel and 3-Tunnel)
EVALUATION PROPERTY: Fire Resistance


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2 Introduction

Intertek Testing Services NA, Inc. (Intertek) has conducted testing for ThyssenKrupp Airport Support, on a Tunnel Wall System (2-Tunnel and 3-Tunnel), to evaluate its fire resistance. Testing was conducted in accordance with, and following the standard methods of NFPA 415, Standard on Airport Terminal Buildings, Fueling Ramp Drainage, and Loading Walkways, 2016 Edition, Section 6. This evaluation was completed on April 12, 2017.

3 Test Samples

3.1 SAMPLE SELECTION

Sample construction was witnessed on February 27, 2017 by Intertek representative John Waskow, at the ThyssenKrupp Airport Systems manufacturing facility, located at 3201 N. Sylvania Ave., Suite 117, Fort Worth, Texas, 76111, U.S.A. The Tunnel Wall System (Intertek Sample ID No. [SAT1703011153-001]) was received in good order at the Evaluation Center on March 1, 2017. The sample contained the mark of the inspector. The subject test specimen is a traceable sample selected from the manufacturer’s facility. Intertek selected the specimen and has verified the composition, manufacturing techniques and quality assurance procedures.

3.2 SAMPLE AND ASSEMBLY DESCRIPTION

The purpose of this test was to evaluate the fire resistance properties of the load-bearing Tunnel Wall System. The wall panel had approximated dimensions of 92-5/16 in. wide x 79-5/8 high (minus the roof and floor angles) x 2-1/2 in. thick. Details of the panel construction are presented in Appendix A.

Two pieces of 5 in. x 5 in. square tubing were stitch welded along the bottom and top of the assembly (roof and floor angles) in order to evenly distribute the vertical load and to offset a portion of the unused area in the test frame. Solid concrete masonry units (CMU) were also installed into the test frame for this purpose. The wall panel was then installed into a 10 ft x 10 ft load-bearing test frame. Ceramic fiber insulation was installed on all exposed structural steel sections not pertaining to the sample and in all open gaps. Photos of the assembly are presented in Appendix C.

4 Testing and Evaluation Methods

4.1 INSTRUMENTATION

The unexposed surface of the assembly was instrumented with a total of nine (9), 24 GA, Type K, fiberglass jacketed thermocouples (see Appendix A). The output of the thermocouples and furnace probes were monitored by a 100-channel Yokogawa, Inc., Darwin Data Acquisition Unit. The computer was programmed to scan and save data every 6 seconds. A vertical roof load of 83.3 lbs./ft, and a horizontal wind load of 12.5 lbs./ft² was applied to the test specimen and allowed to stabilize prior to commencement of the fire-resistance portion of the test. Following the test, the files were imported into MS Excel for tabular and graphical display.
4.2. TEST STANDARD

Testing was conducted in accordance with the applicable requirements of, and following the standard methods described in NFPA 415, Standard on Airport Terminal Buildings, Fueling Ramp Drainage, and Loading Walkways, 2016 Edition, Section 6.

The asymmetric wall assembly was secured to the large scale vertical furnace and was tested to the standard time-temperature curve described in Section 6.4.3 of the standard for Tests of Walls and Floors per NFPA 415.

5 Testing and Evaluation Results

5.1. RESULTS AND OBSERVATIONS

The test was initiated on April 12, 2017. Mario Torres, representing ThyssenKrupp Airport Systems, was present to witness the test. The ambient temperature at the time of the test was 79 °F and the humidity was 60 % R.H. As previously indicated, a vertical roof load of 83.3 lbs./ft, and a horizontal wind load of 12.5 lbs./ft² was applied to the test specimen and allowed to stabilize for approximately 10 minutes prior to commencement of the fire-resistance portion of the test.

Observations made during the test are listed below:

<table>
<thead>
<tr>
<th>Time (min:sec)</th>
<th>Observation(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0:00</td>
<td>Ignition at 4:00 p.m.</td>
</tr>
<tr>
<td>2:00</td>
<td>Light smoke visible from the un-exposed side; small pops heard</td>
</tr>
<tr>
<td>3:30</td>
<td>Flaming visible from the exposed side of the wall</td>
</tr>
<tr>
<td>5:00</td>
<td>Flaming intermittent from the joints of the exposed side of the wall.</td>
</tr>
<tr>
<td></td>
<td>Deflection of wall now visible into furnace. Bottom side of wall warping</td>
</tr>
<tr>
<td>7:00</td>
<td>Flames no longer visible from the exposed side of the wall</td>
</tr>
<tr>
<td>9:00</td>
<td>No visible changes. Wall continuing to hold superimposed loads, no flaming from the un-exposed side</td>
</tr>
<tr>
<td>10:00</td>
<td>The test was terminated</td>
</tr>
</tbody>
</table>

The wall assembly met the conditions of acceptance as outlined in Section 6 of NFPA 415 and did not exceed the allowable temperature criteria on the un-exposed side of the assembly (single point of 325 °F above ambient or 250 °F above ambient for the average of the nine thermocouples) and maintained the superimposed axial and lateral loads without passage of flame or gases hot enough to ignite cotton for more than 5 minutes. As per the standard, the test was continued for up to 10 minutes without flames on the un-exposed side or structural failure.
6 Conclusion

Intertek Testing Services NA, Inc. (Intertek) has conducted testing for ThyssenKrupp Airport Support, on a Tunnel Wall System (2-Tunnel and 3-Tunnel), to evaluate its fire resistance. Testing was conducted in accordance with, and following the standard methods of NFPA 415, Standard on Airport Terminal Buildings, Fueling Ramp Drainage, and Loading Walkways, 2016 Edition, Section 6. This evaluation was completed on April 12, 2017.

Based on the results of this test, the tunnel wall assembly described herein did not exceed the allowable temperature criteria on the un-exposed side of the assembly (single point of 325 °F above ambient or 250 °F above ambient for the average of the nine thermocouples) and maintained the superimposed loads without passage of flame or gases hot enough to ignite cotton for more than 5 minutes. Per the standard, the test was continued for up to 10 minutes without flames on the un-exposed side or structural failure. In turn, the Tunnel Wall Assembly (2-Tunnel and 3-Tunnel) met the conditions of acceptance as outlined in Section 6 of NFPA 415-2016.

INTERTEK TESTING SERVICES NA, INC.

Tested &
Reported by:

Victor M. Burgos
Engineering Team Leader, Fire Resistance

Reviewed by:

Herbert W. Stansberry II
Engineering Supervisor
APPENDIX A
Assembly Drawings
Thermocouple Locations
(view from the un-exposed side)
APPENDIX B
Test Data
Un-Exposed Side Wall Temperatures

Temperature (deg F)

Time (minutes)

- TC #1
- TC #2
- TC #3
- TC #4
- TC #5
- TC #6
- TC #7
- TC #8
- TC #9
- Max Limit
<table>
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<th>Time (min)</th>
<th>NFPA 415 Std. Average</th>
<th>Furnace Probe Average</th>
<th>Furnace Probe #1</th>
<th>Furnace Probe #2</th>
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</tr>
<tr>
<td>Stopwatch</td>
<td>151950620</td>
<td>12/17/2017</td>
</tr>
<tr>
<td>Thermo/Hygrometer</td>
<td>151860229</td>
<td>10/23/2017</td>
</tr>
<tr>
<td>Pressure Gauge</td>
<td>20TC76-3</td>
<td>5/2/2017</td>
</tr>
<tr>
<td>Pressure Gauge</td>
<td>20TC76-1</td>
<td>5/2/2017</td>
</tr>
</tbody>
</table>
## REVISION SUMMARY

<table>
<thead>
<tr>
<th>DATE</th>
<th>SUMMARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 24, 2017</td>
<td>Original Issue Date</td>
</tr>
</tbody>
</table>
EXHIBIT G9
This certificate is issued to:
Thyssenkrupp Airport Solutions S.A.

This is to certify that the undersigned surveyor to Lloyd’s Register España S.A., on ThyssenKrupp Airport Systems, S.A. request, reviewed the below listed tests reports for the purpose of evaluating the compliance of Passenger Boarding Bridge Components Fire Tests with the requirements of the standard:

NFPA 415:2016 “Standard on Airport Terminal Buildings, Fueling Ramp Drainage, and Loading Walkways”.

Following test reports and results, issued by laboratory Applus-LGAI or Intertek Testing Services NA, Inc., were reviewed:

**NFPA 415 Section 6.4.6 Test of Walls and Floors**

<table>
<thead>
<tr>
<th>Report No.</th>
<th>Tested sample</th>
<th>Result</th>
</tr>
</thead>
<tbody>
<tr>
<td>13/7411-3286 M1, issued by Applus-LGAI</td>
<td>Floor Tunnel</td>
<td>The samples withstand the acceptance criteria set out in clause 6.4.6.3 of NFPA 415:2016 Standard during the entire test, 10 minutes.</td>
</tr>
<tr>
<td>13/7411-3283 M2, issued by Applus-LGAI</td>
<td>Vertical wall reference: &quot;Lateral Tunnel&quot;</td>
<td>The samples withstand the acceptance criteria set out in clause 6.4.6.3 of NFPA 415:2016 Standard during the entire test, 6 minutes.</td>
</tr>
<tr>
<td>14/8437-579, 14/8437-577, 14/8437-578, and 15/10394-2110 issued by Applus-LGAI</td>
<td>PBB Tunnel glazed sidewall</td>
<td>The samples withstand the acceptance criteria set out in clause 6.4.6.3 of NFPA 415:2016 Standard for a minimum period of 5 minutes.</td>
</tr>
<tr>
<td>17/14945-2063 issued by Applus-LGAI</td>
<td>Floor Tunnel</td>
<td>The samples withstand the acceptance criteria set out in clause 6.4.6.3 of NFPA 415:2016 Standard for a minimum period of 5 minutes.</td>
</tr>
</tbody>
</table>
### NFPA 415 Section 6.4.7 Test of Flexible Closures

<table>
<thead>
<tr>
<th>Report No.</th>
<th>G101259083SAT-001, issued by Intertek Testing Services NA, Inc</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tested sample</td>
<td>Canopy fabric</td>
</tr>
<tr>
<td>Result</td>
<td>The samples withstand the acceptance criteria set out in clauses 6.4.7.2.1 through 6.4.7.2.3 of NFPA 415:2016 Standard.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Report No.</th>
<th>101770949SAT-004B, issued by Intertek Testing Services NA, Inc</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tested sample</td>
<td>Canopy fabric</td>
</tr>
<tr>
<td>Result</td>
<td>The samples withstand the acceptance criteria set out in clauses 6.4.7.2.1 through 6.4.7.2.3 of NFPA 415:2016 Standard.</td>
</tr>
</tbody>
</table>

### NFPA 415 Section 6.4.8 Test of Slat Curtains

<table>
<thead>
<tr>
<th>Report No.</th>
<th>13/7411-3288 M1, issued by Applus-LGAI</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tested sample</td>
<td>Slat Curtain</td>
</tr>
<tr>
<td>- Sample A: “Aluminium Slat Curtain”</td>
<td></td>
</tr>
<tr>
<td>- Sample B: “Stainless Steel Slat Curtain”</td>
<td></td>
</tr>
<tr>
<td>- Sample C: “Galvanized Steel Slat Curtain”</td>
<td></td>
</tr>
<tr>
<td>Result</td>
<td>The samples withstand the acceptance criteria set out in clause 6.4.8.2 of NFPA 415:2016 Standard during the entire test, 11 minutes.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Report No.</th>
<th>17/13251-1399, issued by Applus-LGAI</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tested sample</td>
<td>Slat Curtain</td>
</tr>
<tr>
<td>- Sample A: “Galvanized steel slat curtain with two types of glasses”</td>
<td></td>
</tr>
<tr>
<td>- Sample B: “Aluminium slat curtain with two types of glasses”</td>
<td></td>
</tr>
<tr>
<td>Result</td>
<td>The samples withstand the acceptance criteria set out in clause 6.4.8.2 of NFPA 415:2016 Standard during the entire test, 10 minutes.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Report No.</th>
<th>13/7411-3284 M1, issued by Applus-LGAI</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tested sample</td>
<td>Cabin windows:</td>
</tr>
<tr>
<td>- Sample A: “(3+3)mm tempered glass”</td>
<td></td>
</tr>
<tr>
<td>- Sample B: “(6)mm Monolithic Glass E30”</td>
<td></td>
</tr>
<tr>
<td>- Sample C: “(4+4)mm Thermal tempered glass”</td>
<td></td>
</tr>
<tr>
<td>- Sample D: “(3+3)mm Thermal Heat Strengthened glass”</td>
<td></td>
</tr>
<tr>
<td>Result</td>
<td>The samples withstand the acceptance criteria set out in clause 6.4.8.2 of NFPA 415:2016 Standard for at least 5 minutes.</td>
</tr>
</tbody>
</table>
NFPA 415 Section 6.4.9 Test of Bumpers

<table>
<thead>
<tr>
<th>Report No.:</th>
<th>13/7411-3287 M1, issued by Applus-LGAI</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tested sample:</td>
<td>Three bumpers:</td>
</tr>
<tr>
<td></td>
<td>- Sample A: &quot;Triangular Neoprene Bumper&quot;</td>
</tr>
<tr>
<td></td>
<td>- Sample B: &quot;Round Grey Bumper EPDM&quot;</td>
</tr>
<tr>
<td></td>
<td>- Sample C: &quot;Round Black Bumper EPDM&quot;</td>
</tr>
<tr>
<td>Result:</td>
<td>The samples withstand the acceptance criteria set out in clause 6.4.9.3 of NFPA 415:2016 Standard during the entire test, 10 minutes.</td>
</tr>
</tbody>
</table>

NFPA 415 Section 6.4.10 Test of Miscellaneous Seals

<table>
<thead>
<tr>
<th>Report No.:</th>
<th>13/7411-3285 M1, issued by Applus-LGAI</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tested sample:</td>
<td>Tunnel sealing's</td>
</tr>
<tr>
<td>Result:</td>
<td>The samples withstand the acceptance criteria set out in clause 6.4.10.3 of NFPA 415:2016 Standard for a minimum period of 5 minutes.</td>
</tr>
</tbody>
</table>

The above mentioned Fire Tests have been carried out successfully in accordance with the requirements of NFPA 415:2016 and the results comply with the acceptable criteria set out in the corresponding clause. All the recorded test reports includes technical specification of materials, test construction and compliance information.

C. López and Juan Carlos Ortega
Surveyor to Lloyd’s Register España S.A.
A member of Lloyd’s Register Group
Bellaterra, 8 October 2015

To whom it may concern,

APPLUS has carried out a detailed clause to clause analysis between NFPA415: 2013 and 2016 editions, concluding that in chapter 6, related to “aircraft loading Walkways”, there is not any additional requirement in 2016 edition, other than those already mentioned in 2013 edition. Hence APPLUS confirms that test with file number 13/7411-3286 M1 performed on 18 November 2013 in our facilities according to NFPA 415:2013, paragraph 6.4.6 requirements, not only fulfills NFPA415:2013 requirements but also NFPA415:2016 ones.

This document is issued only with informative purposes.
Test results refer only and exclusively at tested samples at moments and conditions indicated on each test report.
All results and data here stated are provisional and subject to change in the final test reports.
The only valid documents are the complete official documents issued by Applus-LGAI
Bellaterra, 8 October 2015

To whom it may concern,

APPLUS has carried out a detailed clause to clause analysis between NFPA415: 2013 and 2016 editions, concluding that in chapter 6, related to “aircraft loading Walkways”, there is not any additional requirement in 2016 edition, other than those already mentioned in 2013 edition. Hence APPLUS confirms that test with file number 13/7411-3283 M2 performed on 18 November 2013 in our facilities according to NFPA 415:2013, paragraph 6.4.6 requirements, not only fulfills NFPA415:2013 requirements but also NFPA415:2016 ones.

This document is issued only with informative purposes. Test results refer only and exclusively at tested samples at moments and conditions indicated on each test report. All results and data here stated are provisional and subject to change in the final test reports. The only valid documents are the complete official documents issued by Applus-LGAI.
Bellaterra, 8 October 2015

To whom it may concern,

APPLUS has carried out a detailed clause to clause analysis between NFPA415: 2013 and 2016 editions, concluding that in chapter 6, related to “aircraft loading Walkways”, there is not any additional requirement in 2016 edition, other than those already mentioned in 2013 edition. Hence APPLUS confirms that test with file number 14/8437-579 M1 performed on 24 April 2014 in our facilities according to NFPA 415:2013, paragraph 6.4.6 requirements, not only fulfills NFPA415:2013 requirements but also NFPA415:2016 ones.
Title:

Test report for the determination of the Fire Resistance of a glazed wall, exposed to fire in accordance with NFPA 415:2013 “Standard on Airport Terminal Buildings, Fueling Ramp Drainage and Loading Walkways”.

Tested sample:

“PBB tunnel glazed sidewall” supplied by THYSSENKRUPP AIRPORT SYSTEMS, S.A.

File number: 14/8437-579

Test Laboratory: Applus-LGAI

Test Sponsor:
THYSSENKRUPP AIRPORT SYSTEMS, S.A.
Pol. Ind. Vega de Baliña, s/n
33682 Mieres (Asturias)

Report date:
23 July 2014

Test date:
24 April 2014

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RECEIVED MATERIAL

PBB tunnel glazed sidewall” supplied by THYSSENKRUPP AIRPORT SYSTEMS, S.A. has been received. Details of sample is described on clause 3 “Assembly method and fitting of samples” according to technical specifications supplied by the test sponsor (annex C).

REQUESTED TEST

Determination of the fire resistance of a glazed wall exposed to fire in accordance with NFPA 415:2013 “Standard on Airport Terminal Buildings, Fueling Ramp Drainage and Loading Walkways”.
INDEX

1. AIM OF TEST
2. GENERAL FEATURES OF FURNACE
3. ASSEMBLY METHOD AND FITTING OF SAMPLES
4. TEST PREPARATION
5. AMBIENT CONDITIONS
6. TESTING RESULTS
7. CONCLUSION
8. UNCERTAINTIES
9. ANNEXES
   A. PICTURES
   B. FIGURES
   C. TECHNICAL SPECIFICATIONS PROVIDED BY THE TEST SPONSOR.
1. **AIM OF TEST**

1.1. The sample has been exposed to conditions stated in NFPA 415:2013 "Standard on Airport Terminal Buildings, Fueling Ramp Drainage and Loading Walkways" to check the compliance with the performance criteria established therein.

1.2. The dimensions of the sample to be tested shall be determined based on the construction features of the specific walkway being tested (clause 6.4.6.1 of NFPA 415:2013).

1.3. The effect of exposure to elevated temperatures of working stress seen as worst-case load combinations during actual usage shall be accomplished by a superimposed load to the specimen applied in a manner calculated to develop theoretically the design-allowable stresses contemplated by the design during the test (clause 6.4.6.2 of NFPA 415:2013).

1.4. The applied loads are (clause 6.4.6.2.1 of NFPA 415:2013):

1.4.1. Roof load: 25 lb/ft² (122 kg/m²).

1.4.2. Wind load: 12.5 lb/ft² (61 kg/m²).

1.5. Acceptance criteria (clause 6.4.6.3 NFPA 415:2013):

1.5.1. Wall section shall sustain the applied load during the fire-endurance test without passage of flame for a minimum period of 5 minutes. Flaming shall not appear on the unexposed face.

1.5.2. The maximum allowable surface temperature of the unexposed face shall not exceed 121°C during a 5-minute exposure as determined by clause 6.4.4.4 of the NFPA 415:2013.

1.5.3. The maximum allowable temperature of any of the individual points of the unexposed face shall not exceed 157°C during a 5-minute exposure as determined by clause 6.4.4.4 of the NFPA 415:2013.

1.6. Where the conditions of acceptance place a limitation on the temperature of the unexposed surface, the temperature end point of the fire-endurance period shall be determined by the average of the measurements taken at individual points. If a temperature rise of 30% in excess of the specified limit occurs at any one of these points, the remainder shall be ignored and the fire-endurance period judged as having ended (clause 6.4.4.4 of NFPA 415:2013).
2. **GENERAL FEATURES OF FURNACE**

The characteristics of the furnace are as follows:

- Its dimensions are 3.0 x 3.0 m, in vertical plane.

- The average temperature of the furnace is measured by nine thermocouples placed symmetrically and 152 mm away from the exposed face of the sample, following the instructions of clause 6.4.3 of NFPA 415:2013 standard.

- The average furnace temperature is controlled according to the temperature indicated in Figure 6.4.2 and Table 6.4.2 of NFPA 415:2013 for external wall exposure temperature.

![Graph showing temperature over time](image-url)

*Furnace Time-Temperature curve according to Figure 6.4.2 and Table 6.4.2 of NFPA 415:2013*
3. ASSEMBLY METHOD AND FITTING OF SAMPLES

Characteristics of received sample are:

Reference: "PBB tunnel glazed sidewall".

Total dimensions: 2592 mm x 1620 mm (height x width). Remaining dimensions can be consulted in annex C (Technical specifications supplied by the test sponsor).

Glass composition: 28 mm of total thickness. From exposed to unexposed face:
- 6+4 mm laminated glass tempered glass
- 12 mm of air gap
- 6 mm tempered glass

Further details of the sample (including references of glass) can be consulted in annex C.

Support construction.
Sample is screwed at ten points (five per side) to the support construction by means of L shape profiles. No mechanical fixing was used at the top and bottom of the sample. Support construction is made of concrete bricks of 200 mm in thickness.

4. TEST PREPARATION

4.1. Furnace thermocouples: nine thermocouples placed symmetrically and 152 mm away from the exposed face of the sample, following the instructions of clause 6.4.3 of NFPA 415:2013 standard.

4.2. Sample is installed on a concrete brick wall of 200 mm of thickness which once assembled, becomes the vertical side of the furnace, as indicated in figure 1.

4.3. Temperature readings are taken at 9 points of the sample unexposed surface (see figure 2):

4.3.1. Five symmetrically located: one at the center (n° 13) and four at the center of its quarter sections (n° 11, 12, 14, 15). These thermocouples are used to verify surface temperature criterion (see clause 1.5.2 of this report).

4.3.2. The remaining thermocouples are located at middle height at 305 mm from the edges (n° 16, 18) and at middle width at 305 mm from the edges (n° 17, 19). These thermocouples are used to verify individual point temperature criterion (see clause 1.5.3 of this report).
4.4. Applied load (acc. to clause 6.4.6.2.1 of NFPA 415:2013)

4.4.1. Wind load:
A total horizontal load of 257 kg (equivalent to 61 kg/m²) is applied on the sample. It is applied at 9 points outwards the furnace (see figure 2).

4.4.2. Roof load:
A total vertical load of 197.5 kg (equivalent to 122 kg/m²) is applied on the sample. It is applied all along the top of the sample.

5. AMBIENT CONDITIONS.

Temperature: \( (20 \pm 4) ^\circ C \)
Relative humidity: \( (49 \pm 3) \% \)
Air velocity across the sample: 0.1 m/s

6. TESTING RESULTS

6.1 Figure 3 shows temperature/time curve of furnace for this test and the standard curve.

6.2 Table 1 shows the furnace temperature during test. It also shows the difference (in \% ) between the real temperature and the standard temperature. The accuracy of the furnace temperature is never less than 90\% of the standard temperature curve (as requested in clause 6.4.3.3 of NFPA 415:2013).

6.3 Figure 4 and table 2 show the temperatures of the thermocouples placed inside the furnace.

6.4 Figure 5 and table 3 show the average temperature of the unexposed face of the sample by averaging thermocouples 11, 12, 13, 14 and 15.

6.5 Figure 6 and table 4 show the individual temperatures of the thermocouples used for the average temperature.

6.6 Figure 7 and table 5 show the temperatures of the thermocouples 16, 17, 18, 19.
6.7 **Summary of the events**

<table>
<thead>
<tr>
<th>Time</th>
<th>REMARKS DURING THE TEST</th>
</tr>
</thead>
</table>
| 0    | Ambient temperature: 20 °C  
      | Test starting time: 11:00  |
| 2'   | No remarks to report   |
| 3'   | No remarks to report   |
| 5'   | No remarks to report   |
| 6'   | Detachment of the first layer of glass |
| 8'30”| Flame appearance,      |
| 8'45”| Average temperature > 121°C |
| 9’   | Detachment of the entire sample. End of test. |

6.8 **Compliance with acceptance criteria:**

Acceptance criteria defined in clause 1.5 of this report are maintained for 8 minutes.
7. **CONCLUSION.**

The tested sample, "PBB tunnel glazed sidewall", supplied by THYSSENKURPP AIRPORT SYSTEMS, S.A., was tested in accordance with NFPA 415:2013 "Standard on Airport Terminal Buildings, Fueling Ramp Drainage, and Loading Walkways".

<table>
<thead>
<tr>
<th>Sample</th>
<th>Flaming on the unexposed side during 5 minute test period</th>
<th>Temperature criteria compliance during 5 minute test period</th>
<th>Met minimum requirements of NFPA 415:2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;PBB tunnel glazed sidewall&quot;</td>
<td>NO</td>
<td>YES</td>
<td>YES</td>
</tr>
</tbody>
</table>

The sample withstands the acceptance criteria set out in clause 6.4.6.3 of NFPA 415:2013 Standard for a minimum period of 5 minutes.
8. UNCERTAINTIES.

The uncertainties on the furnace thermocouples do not surpass ± 15°C. The uncertainties of the ambient thermocouples and thermocouples on the unexposed face of the sample do not surpass ± 4°C. The uncertainties of other thermocouples do not surpass ± 10°C.

The expanded uncertainty of the measure has been expressed as to the typical uncertainty of the measure multiplied by a covering factor \( k = 2 \) which corresponds to a probability for a normal distribution of approximately 95%.

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**Quality Service Warranty**

Applus⁺ guaranties that this work has been realized following the exigencies of our Quality and Sustainable System, complying with honouring the contractual conditions and the legal standard.

We would be very grateful if you would send us any comment you consider appropriate, addressing either to the signatory of this document or to the Applus⁺ Quality Director, to the direction satisfaction.cliente@appluscop.com
9. ANNEXES:

A. - PICTURES

B. - FIGURES

C. - TECHNICAL SPECIFICATIONS PROVIDED BY THE TEST SPONSOR.
A. PICTURES.
PICTURE no 1. Detail of the sample before the test.
PICTURE no 2. General view of the furnace and sample at starting time.
PICTURE no 3. View of the sample during the test.
PICTURE no 4. View of the sample at the end of test, minute 9.
B. FIGURES
TEST SCHEMA

Sample

Wind Load application points
(Load applied outwards the furnace)

Furnace Frame

Support Construction

FIGURE N° 1
THERMOCOUPLE LAYOUT

Thermocouples placed on the unexposed face of the sample
FURNACE AVERAGE TEMPERATURE

![Graph showing temperature over time]

- **Blue line**: Average Temp. Furnace
- **Red line**: NFPA 415 External wall exposure temperature

Figure 3
## FURNACE AVERAGE TEMPERATURE

<table>
<thead>
<tr>
<th>Time (sec)</th>
<th>Furnace average temperature</th>
<th>Temperature acc. NFPA 415</th>
<th>Difference between real temperature and standard temperature</th>
</tr>
</thead>
<tbody>
<tr>
<td>0&quot;</td>
<td>19 °C</td>
<td>20 °C</td>
<td>-5.3 %</td>
</tr>
<tr>
<td>15&quot;</td>
<td>94 °C</td>
<td>70 °C</td>
<td>25.4 %</td>
</tr>
<tr>
<td>30&quot;</td>
<td>155 °C</td>
<td>130 °C</td>
<td>15.9 %</td>
</tr>
<tr>
<td>45&quot;</td>
<td>212 °C</td>
<td>183 °C</td>
<td>13.7 %</td>
</tr>
<tr>
<td>60&quot;</td>
<td>275 °C</td>
<td>235 °C</td>
<td>14.5 %</td>
</tr>
<tr>
<td>75&quot;</td>
<td>314 °C</td>
<td>292 °C</td>
<td>6.9 %</td>
</tr>
<tr>
<td>90&quot;</td>
<td>362 °C</td>
<td>345 °C</td>
<td>4.6 %</td>
</tr>
<tr>
<td>105&quot;</td>
<td>395 °C</td>
<td>397 °C</td>
<td>-0.6 %</td>
</tr>
<tr>
<td>120&quot;</td>
<td>432 °C</td>
<td>450 °C</td>
<td>-4.2 %</td>
</tr>
<tr>
<td>135&quot;</td>
<td>485 °C</td>
<td>502 °C</td>
<td>-3.4 %</td>
</tr>
<tr>
<td>150&quot;</td>
<td>538 °C</td>
<td>560 °C</td>
<td>-4.1 %</td>
</tr>
<tr>
<td>165&quot;</td>
<td>580 °C</td>
<td>608 °C</td>
<td>-4.8 %</td>
</tr>
<tr>
<td>180&quot;</td>
<td>632 °C</td>
<td>635 °C</td>
<td>-0.4 %</td>
</tr>
<tr>
<td>195&quot;</td>
<td>678 °C</td>
<td>655 °C</td>
<td>3.4 %</td>
</tr>
<tr>
<td>210&quot;</td>
<td>716 °C</td>
<td>668 °C</td>
<td>6.7 %</td>
</tr>
<tr>
<td>225&quot;</td>
<td>711 °C</td>
<td>678 °C</td>
<td>4.7 %</td>
</tr>
<tr>
<td>240&quot;</td>
<td>706 °C</td>
<td>685 °C</td>
<td>3.0 %</td>
</tr>
<tr>
<td>255&quot;</td>
<td>708 °C</td>
<td>689 °C</td>
<td>2.7 %</td>
</tr>
<tr>
<td>270&quot;</td>
<td>713 °C</td>
<td>690 °C</td>
<td>3.3 %</td>
</tr>
<tr>
<td>285&quot;</td>
<td>717 °C</td>
<td>690 °C</td>
<td>3.8 %</td>
</tr>
<tr>
<td>300&quot;</td>
<td>725 °C</td>
<td>690 °C</td>
<td>4.9 %</td>
</tr>
<tr>
<td>315&quot;</td>
<td>724 °C</td>
<td>694 °C</td>
<td>4.2 %</td>
</tr>
<tr>
<td>330&quot;</td>
<td>722 °C</td>
<td>695 °C</td>
<td>3.8 %</td>
</tr>
<tr>
<td>345&quot;</td>
<td>720 °C</td>
<td>695 °C</td>
<td>3.5 %</td>
</tr>
<tr>
<td>360&quot;</td>
<td>720 °C</td>
<td>695 °C</td>
<td>3.5 %</td>
</tr>
<tr>
<td>375&quot;</td>
<td>715 °C</td>
<td>699 °C</td>
<td>2.3 %</td>
</tr>
<tr>
<td>390&quot;</td>
<td>707 °C</td>
<td>700 °C</td>
<td>0.9 %</td>
</tr>
<tr>
<td>405&quot;</td>
<td>708 °C</td>
<td>700 °C</td>
<td>1.1 %</td>
</tr>
<tr>
<td>420&quot;</td>
<td>716 °C</td>
<td>700 °C</td>
<td>2.3 %</td>
</tr>
<tr>
<td>435&quot;</td>
<td>722 °C</td>
<td>704 °C</td>
<td>2.4 %</td>
</tr>
<tr>
<td>450&quot;</td>
<td>729 °C</td>
<td>705 °C</td>
<td>3.3 %</td>
</tr>
<tr>
<td>465&quot;</td>
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<td>705 °C</td>
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Table 1
INDIVIDUAL TEMPERATURES OF THE FURNACE

Individual temperatures of the thermocouples placed inside the furnace.

Figure 4
INDIVIDUAL TEMPERATURES OF THE FURNACE

Individual temperatures of the thermocouples placed inside the furnace.
Note: due to an electrical failure, tc 6 was no used. Tc 10 was used instead.

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Table 2
AVERAGE TEMPERATURE

Average temperature of the unexposed face of the sample (averaging tc's 11, 12, 13, 14 and 15).

Figure 5
**AVERAGE TEMPERATURE**
Average temperature of the unexposed face of the sample (averaging tc's 11, 12, 13, 14 and 15).

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Table 3
INDIVIDUAL TEMPERATURES
Individual temperatures of thermocouples used for the average temperature of the unexposed face of the sample.
**INDIVIDUAL TEMPERATURES**

Individual temperatures of thermocouples used for the average temperature of the unexposed face of the sample.

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Table 4
INDIVIDUAL TEMPERATURES
Individual temperatures of thermocouples used to verify the individual point temperature criterion, placed on the unexposed face of the sample.

Figure 7
INDIVIDUAL TEMPERATURES
Individual temperatures of thermocouples used to verify the individual point temperature criterion, placed on the unexposed face of the sample.

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<th>Tc 19 (°C)</th>
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<td>109</td>
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<tr>
<td>540</td>
<td>126</td>
<td>107</td>
<td>125</td>
<td>114</td>
</tr>
</tbody>
</table>

Table 5
C.- TECHNICAL SPECIFICATIONS PROVIDED BY THE TEST SPONSOR.
CONFIGURATION:
Outside pane
Cavity
Inside pane

LAMISTAR® DURITEC® STOPLUX S Grey 20 6+4.4
12 mm air
DURITEC® 6 mm CONFORTPLUS®

TECHNICAL VALUES:

Light factors
Light transmittance (%) $\tau_v$
Light reflectance outside (%) $\rho_{ve}$

Solar radiant factors
Solar direct transmittance (%) $\tau_e$
Solar direct reflectance (%) $\rho_e$
Solar direct absorbance (%) $\alpha_e$
Shading coefficient $sc$
Solar factor (%) $g$

Thermal transmittance coefficient
U declared (W/m²K) $U$

Acoustic insulation index
Direct airborne sound insulation (dBA) 38 (-1; -5)

Note:
These data sheet values are obtained from calculating systems as described at nowadays standards (UNE-EN 410 and UNE-EN 673) and may be different from the ones obtained from final products. Results are the ones reached at the preparation time of this data sheet. TVITEC S.L. reserves the right to modify them without prior advice.
HTV SILIKONE

General properties of silicone

Aging, weathering- and ozone resistance
HTV silicone is extremely resistant to ozone, atmospheric oxygen, UV- and cosmic radiation.

Physiological properties
HTV-silicone is physiological inert and is also available in food safe quality according to FDA formancies.

Radiation resistance
Radiation up to level 10 Mrad is without effect to the elongation.

Dielectric properties
HTV-silicone has excellent insulating properties even for high temperatures. Electrical conductive special qualities are possible.

Temperature stability
HTV-silicone is temperature stable in a range of -60°C to +200°C. Special qualities are available for a temperature range of -110°C to +300°C.

Steam stability
HTV-silicone has good resistance to boiling water (ca. 140°C). Repeated sterilisations are possible.
The hydrophobic properties prevent water absorption.

Chemical resistance
HTV-silicone is neutral to plastics and varnish.

Fire behavior
Standard qualities conform to DIN 4102 B2. Special qualities match DIN 4102 B1

Physical properties:

<table>
<thead>
<tr>
<th>Property</th>
<th>Unit</th>
<th>Value</th>
<th>Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>spec. weight</td>
<td>g/cm³</td>
<td>1.1 – 1.5</td>
<td>(DIN 53550)</td>
</tr>
<tr>
<td>hardness</td>
<td>shore A</td>
<td>25 – 90</td>
<td>(DIN 53505)</td>
</tr>
<tr>
<td>elongation of break</td>
<td>%</td>
<td>200 – 700</td>
<td>(DIN 53504)</td>
</tr>
<tr>
<td>tensile strength</td>
<td>mPa</td>
<td>3.0 – 9.0</td>
<td>(DIN 53504)</td>
</tr>
<tr>
<td>tear strength</td>
<td>N/mm</td>
<td>10 – 20</td>
<td>(ASTM D 624)</td>
</tr>
<tr>
<td>rebound resilience</td>
<td>%</td>
<td>20 – 40</td>
<td>(DIN 53512)</td>
</tr>
<tr>
<td>compression set</td>
<td>%</td>
<td>10 – 25</td>
<td>(DIN 53517)</td>
</tr>
</tbody>
</table>
SILICATE PAPER

Classified as B2 (normally flammable) according to DIN 4102-1 also as E according to DIN EN 13501-1

Product Description

It is based on a calcium-magnesium-silicate-chemistry and gives excellent thermal and physical stability up to 1,100 ºC. It contains no ceramic fibres and can be used as thermal insulation in a wide range of applications, particularly in fire protection.

It is designed for the following application as for example:

• Fire stopping glazings
• Insulation material in industrial and domestic appliances
• Back-up insulation for aluminium heat-retaining ovens
• Expansion joints

Technical data

Material structure: Light, flexible and compressible rolls
Temperature classification: 1,100 ºC
Density (Kg/m³): 250 +/- 50
Melting point: > 1,330 ºC
Binders content: < 12,0 %
Special features: Must be kept dry
FIREPROOF SEALANT

TECHNICAL DATA
Density, g/cm³: approx. 1.45
Sag resistance: no sagging (DIN profile 15 mm)
Skin formation time, min*:
Cure rate, mm/24 hrs:
Shore-A-hardness (ISO 868, Durometer A):
Tensile strength (acc. to ISO 37), MPa:
Elongation at break (acc. to ISO 37, speed 200 mm/min), %:
Stress at 100 % elongation (acc. to ISO 37), MPa:
Volume change (acc. to DIN 52451), %:
UV resistance:
UV source:
Distance to the specimen, cm:
25
Test period, weeks:
6
Application temperature, °C:
5 to 40
In service temperature range, °C:
-40 to +100
Short exposure (up to 1 h), °C:
120
* ISO 291 standard climate:
23°C, 50% relative air humidity

Certificates and Approvals
- Flammability acc. to DIN 5510

Combustibility level: S4
Smoke generation level: SR 2
Dripping level: ST 2

- NF P 92-501 "Épiradiateur": classification M1
- NF P 16-101 "Épiradiateur and emission": classification F0
**EPDM:**

<table>
<thead>
<tr>
<th>Property</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Specific Gravity</td>
<td>1.17 g/cm³</td>
</tr>
<tr>
<td>Hardness</td>
<td>85-90 Shore A</td>
</tr>
<tr>
<td>Tensile</td>
<td>10 Mpa</td>
</tr>
<tr>
<td>Elongation</td>
<td>325%</td>
</tr>
<tr>
<td>Tear Resistance</td>
<td>4.3 Kgs/cm</td>
</tr>
<tr>
<td>Resistance to Ozone</td>
<td>PASS</td>
</tr>
<tr>
<td>Working Temperature</td>
<td>-35°C to 150°C</td>
</tr>
</tbody>
</table>
FIREPROOF SUPPORT:

Typical Mechanical Properties

<table>
<thead>
<tr>
<th>Property</th>
<th>Longitudinal N/mm²</th>
<th>Transverse N/mm²</th>
</tr>
</thead>
<tbody>
<tr>
<td>Modulus of elasticity, E (BS EN 310: 1993)</td>
<td>4995</td>
<td>4389</td>
</tr>
<tr>
<td>Flexural strength, F Flexure (BS EN 310: 1993)</td>
<td>10</td>
<td>6</td>
</tr>
<tr>
<td>Tensile strength, T Tensile (BS 5669: Part 1: 1989)</td>
<td>7.16</td>
<td>4.94</td>
</tr>
<tr>
<td>Compressive strength (average, perpendicular on board face) (BS 5669: Part 1: 1989)</td>
<td>11.36</td>
<td></td>
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</table>

General Technical Properties

<table>
<thead>
<tr>
<th>Property</th>
<th>Matrix engineered mineral board</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface spread of flame (BS 476: Part 7: 1997) (AS 1530: Part 2: 1989)</td>
<td>Class 1 Class 0.0.0.0</td>
</tr>
<tr>
<td>Building regulations classification</td>
<td>Class 0</td>
</tr>
<tr>
<td>Nominal density at EMC (average) g/l</td>
<td>975</td>
</tr>
<tr>
<td>Alkalinity (approximate) pH</td>
<td>12</td>
</tr>
<tr>
<td>Thermal conductivity (approximate) at 40°C (ASTM C518-1991) W/mK</td>
<td>0.242</td>
</tr>
<tr>
<td>Coefficient of expansion m/m²</td>
<td>-6.4 x 10⁻⁴</td>
</tr>
<tr>
<td>Nominal moisture content at EMC %</td>
<td>6%</td>
</tr>
<tr>
<td>Thickness tolerance of standard boards mm</td>
<td>± 0.5</td>
</tr>
<tr>
<td>Length x Width tolerance of standard boards mm</td>
<td>± 5</td>
</tr>
<tr>
<td>Surface condition</td>
<td>Front face: smooth Back face: sanded</td>
</tr>
</tbody>
</table>
DOUBLE-SIDED TAPE:

PRODUCT INFORMATION:

- Highly conformable PE-foam
- High immediate bonding strength even on rough or uneven surfaces
- High bonding strength at low mounting pressure
- High bonding strength on low surface energy substrates

Applications:
- Construction of POS-displays
- Mounting of indoor signs and posters
- Mounting of shelf edge labeling systems
- Additional damping and anti-slip

Technical Data:

- Backing material: PE foam
- Colour: white
- Tack strength: 7 N/cm
- Type of liner: glassine
- Thickness of liner: 70 μm
- Type of adhesive: synthetic rubber
- Weight of liner: 80 g/m²
- Elongation at break: 200 %

Adhesive:

- Steel (initial): 4.0 N/cm
- PE (initial): 4.0 N/cm
- PET (initial): 4.0 N/cm
- PP (initial): 4.0 N/cm
- PVC (initial): 4.0 N/cm
- Steel (after 14 days): 4.0 N/cm
- PE (after 14 days): 4.0 N/cm
- PET (after 14 days): 4.0 N/cm
- PP (after 14 days): 4.0 N/cm
- PVC (after 14 days): 4.0 N/cm

Properties:

- Temperature resistance short term: 60 °C
- Temperature resistance long term: 40 °C
- Tack: -
- Adhesion resistance (MPa): 0
- Humidity resistance: -

Evaluation across relevant tests: assessment: ++ very good, + good, 0 medium, - very low

Additional Info:

For Adhesive:
- Immediately, foam spotting on Steel, Aluminum, ABS, PC, PS, PET, PVC, PE
- after 14 days: foam spotting on Steel, Aluminum, ABS, PC, PS, PET, PVC, PP, PE
Adhesive:

Structural adhesive

<table>
<thead>
<tr>
<th>Technical Product Data</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Chemical base</td>
<td>1-C polyurethane</td>
</tr>
<tr>
<td>Colour (CQP 001-1)</td>
<td>Black, white</td>
</tr>
<tr>
<td>Cure mechanism</td>
<td>Humidity-curing</td>
</tr>
<tr>
<td>Density (uncured) (CQP 006-4)</td>
<td>1.16 kg/l - 1.22 kg/l depending on colour</td>
</tr>
<tr>
<td>Non-sag properties</td>
<td>Very good</td>
</tr>
<tr>
<td>Application temperature</td>
<td>10°C - 35°C</td>
</tr>
<tr>
<td>Tack-free time (CQP 019-1)</td>
<td>40 min. approx.</td>
</tr>
<tr>
<td>Curing speed (CQP 049-1)</td>
<td>(see diagram)</td>
</tr>
<tr>
<td>Shrinkage (CQP 014-1)</td>
<td>6% approx.</td>
</tr>
<tr>
<td>Shore A hardness (CQP 023-1 / ISO 8868)</td>
<td>55 approx.</td>
</tr>
<tr>
<td>Tensile strength (CQP 036-1 / ISO 37)</td>
<td>4 N/mm² approx.</td>
</tr>
<tr>
<td>Elongation at break (CQP 036-1 / ISO 37)</td>
<td>&gt; 300%</td>
</tr>
<tr>
<td>Tear propagation resistance (CQP 045-1 / ISO 34)</td>
<td>9 N/mm approx.</td>
</tr>
<tr>
<td>Tensile-shear strength (CQP 046-1 / ISO 4567)</td>
<td>2.5 N/mm² approx.</td>
</tr>
<tr>
<td>Glass transition temperature (CQP 509-1 / ISO 4683)</td>
<td>-40°C approx.</td>
</tr>
<tr>
<td>Electrical resistance (CQP 079-2 / ASTM D 257-99)</td>
<td>5 x 10³ Ω cm approx.</td>
</tr>
<tr>
<td>Service temperature (CQP 513-1)</td>
<td>40°C to +90°C</td>
</tr>
<tr>
<td>Shelf life (storage below 25°C) (CQP 016-1)</td>
<td>12 months</td>
</tr>
</tbody>
</table>

1 CQP = Corporate Quality Procedures
2 23°C ± 50% r.h.
Title:
Test report to determine the fire resistance of a floor, exposed to fire by one of its faces, in accordance with NFPA 415:2016 "Standard on Airport Terminal Buildings, Fueling Ramp Drainage, and Loading Walkways".

Tested material:
A horizontal floor with reference "FLOOR TUNNEL", supplied by THYSSENKRUPP AIRPORT SYSTEMS, S.A.

File number: 17/14945-2063

Petitioner:
THYSSENKRUPP AIRPORT SYSTEMS, S.A.
Pol. Ind. Vega de Baiña, s/n
33682 Mieres (Asturias)

Report date:
15th of January, 2018

Test date:
24th of October, 2017
MATERIAL RECEIVED

A horizontal floor with reference “FLOOR TUNNEL” supplied by THYSSENKRUPP AIRPORT SYSTEMS, S.A. has been received. Details of the sample is shown in clause 3 ‘Assembly method and fitting of the sample’, according to the technical specifications supplied by the petitioner (see annex C).

Assembly is carried out by the petitioner at Applus-LGAI Technological Center S.A.

Laboratory has verified through inspection the sample received for the test.

Laboratory conducted no supervision during the sample-taking for the test.

TEST REQUESTED

Determination of the fire resistance of a horizontal floor exposed to fire by one of their faces in accordance with NFPA 415:2016 “Standard on Airport Terminal Buildings, Fueling Ramp Drainage, and Loading Walkways”.
INDEX

1. TEST PURPOSE
2. GENERAL CHARACTERISTICS OF THE FURNACE
3. ASSEMBLY METHOD AND FITTING OF SAMPLE
4. TEST PREPARATION
5. OBTAINED RESULTS
6. CONCLUSION
7. UNCERTAINTIES
8. ANNEXES
   A. PICTURES
   B. FIGURES AND TABLES
   C. TECHNICAL SPECIFICATIONS PROVIDED BY THE PETITIONER
1. TEST PURPOSE

1.1 The sample has been exposed to conditions stated in NFPA 415:2016 “Standard on Airport Terminal Buildings, Fueling Ramp Drainage, and Loading Walkways”, in order to verify the performance criteria established therein.

1.2 The dimensions of the sample to be tested shall be determined based on the construction features of the specific walkway being tested (clause 6.4.6.1 of NFPA 415:2016).

1.3 The effect of exposure to elevated temperatures of working stress seen as worst-case load combinations during actual usage shall be accomplished by a superimposed load to the specimen applied in a manner calculated to develop theoretically the design-allowable stresses contemplated by the design during the test (clause 6.4.6.2 of NFPA 415:2016).

1.4 The applied load is (clause 6.4.6.2.1 of NFPA 415:2016):
- Floor live load: 40 lb/ft² (195 kg/m²)

1.5 For conditions of acceptance, the test sample shall be successful when following conditions are fulfilled (paragraph 6.4.6.3 of NFPA 415:2016):

1.5.1 The wall or floor section shall have sustained the applied load during the fire-endurance test without passage of flame for a minimum period of 5 minutes. Flaming shall not appear on the unexposed face.

1.5.2 The maximum allowable surface temperature of the unexposed face shall not exceed 121°C during 5 minutes exposure as determined by clause 6.4.4.4 of NFPA 415:2016.

1.5.3 The maximum allowable temperature of any of the individual points of the unexposed face shall not exceed 157°C during 5 minutes exposure as determined by clause 6.4.4.4 of NFPA 415:2016.
2. GENERAL CHARACTERISTICS OF THE FURNACE

The characteristics of the furnace comply with the specification of NFPA 415:2016.

- Dimensions 3.00 x 4.00 m (width x height), in horizontal plane.

- The average temperature of the furnace is measured by nine thermocouples placed symmetrically following the instructions of clause 6.4.3 of NFPA 415:2016.

- The average furnace temperature is controlled according to the temperature indicated in Figure 6.4.2 and Table 6.4.2 of NFPA 415:2016 for external floor exposure temperature (see Image 1).

Image 1 - Furnace Time – Temperature curve according to Figure 6.4.2 and Table 6.4.2 of NFPA 415:2016
Issue Date: July 30, 2020

Dana Gross
Thyssenkrupp Airport Systems, Inc.
3201 North Sylvania Avenue Suite 117
Fort Worth, Texas 76111

Phone: (817) 210-5017
Email: dana.gross@thyssenkrupp.com

Subject: Intertek Certification for Aircraft Loading Walkways in Accordance with Section 6.4 of NFPA 415, 2016 Edition

Dear Mr. Gross,

This letter is to confirm Thyssenkrupp Airport Systems, Inc. is in the process of opening a project to update the Intertek certification for their aircraft loading walkway. The scope of this project includes review of existing test reports from ISO 17025 accredited laboratories and, where necessary, conduct additional testing in accordance with NFPA 415, Standard on Airport Terminal Buildings, Fueling Ramp Drainage, and Loading Walkways, Chapter 6, Airport Loading Walkways, Section 6.4, Fire Tests. The data from the test reports will be used to update the current Intertek certification which will include glass wall components and other items.

If you have any questions regarding this letter report, please do not hesitate to contact the undersigned.

Sincerely,

INTERTEK TESTING SERVICES NA, INC.

Reported by:

Barry L. Badders, M.S., P.E.
Chief Engineer
EXHIBIT I1
Q59. Bid form line items 38 and 39 show quantities in linear foot. Typically, airport striping projects are based on square footage for reflective and non-reflective markings, since both are used and the line widths can be different. This project calls for envelope markings to be 12” wide and the taxiway/lead in markings are 24” wide. So to provide linear foot pricing would not make sense. Please clarify the unit of measure to be used.

A59. Provide a lump sum cost for the striping based on the striping as shown in the design documents.

Q60. Drawing sheet S-3.1: Please provide the thickness of the existing slab.

A60. Existing apron concrete thicknesses vary across the airport from approximately 10” to approximately 22”.

Q61. Will the contractor be allowed to receive the new bridge at the airport the same day that the existing bridge will be removed so that they can immediately install the new bridge and avoid any storage or additional mobilization costs. Or, will the new bridge be delivered, unloaded, and stored for some period of time? This will add significant cost related to cranes and trucking if the bridge must be stored prior to the actual installation.

A61. The delivery, storage, and installation of each PBB within the outage window provided for each gate is up to the Contractor.

Q62. Can you please review the RFI that was submitted regarding question 94 of addendum 2? The question, as shown in the addendum has the following statement in it: “These overload set points have proven sufficient and necessary to meet the needs of all commercial aircrafts according to ThyssenKrupp”. This statement was not part of the original RFI and thyssenkrupp has made no such statement over ITW’s set points.

A62. Acknowledged.

Q63. Please confirm gates B2, B4, B6, B7 & B8 will not receive new hose baskets.

A63. Refer to drawing PBB-4.3 as issued in previous addendum

Q64. From Addendum 2, someone asked if the engineering firm and its affiliates would be permitted to bid this project. The answer provided in the addendum only addressed the engineering firm and not their affiliates. Considering that Aero Engineering and Aero Bridge works are both part of the Aero Group and both are housed under the same roof and at the same address, we believe that it would be a conflict of interest for the Aero Group and either its two affiliates to be able to bid this project. Please see statement below directly pulled from the Aero Group website. While this project is not a true design-build, it is clear that that Aero Bridge Works would have had unprecedented access to information and for a much longer of period time than the other bidders would have had access to. A prime bidder should not be allowed to collaborate with the engineering firm prior to the bid being issued or in preparation of the bid.
A64. Lee County Port Authority does not intend to enter into a contract with Aero BridgeWorks as a prime contractor or subcontractor due to a prior conflict of interest determination made by the Port Authority.

ITEM 2. ATTACHMENTS:
Revised Form 2, Official Bid Form. This bid form supersedes all previously issued Form 2, Official Bid Forms.

Revised Plans, v.2. This file contains plan sheets that have been revised as referenced in the responses provided above.

321723 Striping Specifications. These specifications were inadvertently omitted from the Request for Bid documents.

118504 User-Passenger Boarding Bridge Specifications. This specification is revised and supersedes the 118504 specification previously issued.

Reminder: Bids must be submitted electronically in Ionwave at www.ionwave.net no later than 2:00 p.m., June 2, 2020.

Melissa M. Wendel, CPPO
Procurement Manager

Distribution
Gregory S. Hagen, Port Attorney
Hector Yanez, Director of Engineering & Construction
George Ghorayeb, Engineer
REQUEST FOR BIDS (RFB) 20-53MMW
for
PASSENGER BOARDING BRIDGE REPLACEMENT
at the
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

Released: April 27, 2020

PURCHASING OFFICE DESIGNATED CONTACT
Melissa M. Wendel, CPPO, Procurement Manager
Telephone: (239) 590-4556 * Email: mmwendel@flyLCPA.com

NON-MANDATORY PRE-BID MEETING
Friday, May 08, 2020 at 10:00 a.m., local time
This is a remote meeting. There is no provision for physical attendance
Remote Meeting ID/Phone:
Meeting ID - meet.google.com/uvi-xgqq-dcz
Phone Number - (US)+1 478-239-2155
PIN: 201 585 414#

INQUIRIES/CLARIFICATION REQUEST DEADLINE
Thursday, May 14, 2020 by 5:00 p.m. local time

ELECTRONIC BID SUBMISSION DUE DATE & TIME
Friday, May 29, 2020 by 2:00 p.m. local time
Use this link to access the bid opening:
Meeting ID - meet.google.com/kez-csgk-uym
PART A - INFORMATION FOR BIDDERS
PART B - SPECIAL INSTRUCTIONS & REQUIREMENTS
PART C - PROJECT INFORMATION
PART D - GRANT REQUIREMENTS & DAVIS BACON WAGE REQUIREMENTS
PART E - DISADVANTAGED BUSINESS ENTERPRISE PROGRAM
PART F - INSURANCE, INDEMNIFICATION AND BOND REQUIREMENTS
PART G - FORMS
   Form 1: Bidder’s Certification
   Form 2: Official Bid Form
   Form 3: Lobbying Affidavit
   Form 4: Public Entity Crimes Form
   Form 5: Bidder’s Scrutinized Companies Certification
   Form 6: Bid Bond
   Form 7: Reserved
   Form 8: Reserved
   Form 9: Utilization Statement - DBE
   Form 10: Letter Of Commitment (DBE)
   Form 11: Certificate of Buy America Compliance for Total Facility
   Form 12: Certificate of Buy America Compliance - Manufactured Products
   Form 13: Certificate of Bidder regarding Tax Delinquency and Felony Conviction
   Form 14: Trade Restriction Certification
   Form 15: No bid submission (optional form)

ATTACHMENTS:

   GENERAL CONDITIONS
   SPECIAL CONDITIONS
   TECHNICAL SPECIFICATIONS
   PLANS
   Construction Safety & Phasing Plan (CSPP)
   Project Summary Schedule
Request for Bid 20-53MMW

PASSENGER BOARDING BRIDGE REPLACEMENT
at the
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

The Lee County Port Authority (Authority) invites the submission of sealed bids from all interested and qualified bidders to replace twenty seven (27) passenger boarding bridges (hereafter referred to as PBBs), modify existing foundations for twenty-five PBBs, and perform related work at the Southwest Florida International Airport.

Solicitation documents are available electronically at www.ionwave.net or by calling the Lee County Port Authority Purchasing Office at (239) 590-4557.

A non-mandatory pre-bid meeting will be conducted remotely at 10:00 a.m. on Friday, May 8, 2020. To access the pre-bid meeting, potential bidders must select one or both of the following options:

Login: https://meet.google.com/uvi-xgqq-dcz?hs=122 or Phone: (US) +1 478-239-2155. PIN: 201585414#

Roll call will be taken. Remote attendees must be able to communicate bidder representative name and company or the attendance register.

Sealed bids must be submitted electronically in Ionwave at www.ionwave.net no later than 2:00 p.m., May 29, 2020.

AMERICANS WITH DISABILITIES ACT: Any person needing special accommodation to attend a remote public meeting such as a pre-bid meeting or the public opening should contact the Authority's listed person at least 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 Melissa M. Wendel, CPPO - Procurement Manager at (239) 590-4557 or email: mmwendel@flylcpa.com
PART A
INFORMATION FOR BIDDERS

A.01 PUBLIC RECEIVING AND OPENING OF BIDS
Bids will be electronically unsealed and read publicly after the opening time specified on
the cover page of this Request for Bids. The Lee County Port Authority (hereinafter referred
to as “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 bid opening through
electronic means by using the link provided on the cover page of this Request for Bids.

A.02 SUBMISSION OF ELECTRONIC BIDS
The Authority is accepting electronic bids submitted to IonWave at www.ionwave.net.
Submission of the sealed bid to the Authority by way of IonWave prior to the deadline is
solely and strictly the responsibility of the Bidder. Bidder is responsible for taking all
necessary steps to ensure their bid is received by the due date and time. The Authority is
not responsible for missing, lost or delayed bids. Hard copy bids sent electronically and
directly to the Authority will not be accepted. Faxed bids will not be accepted.

All documents must be PDF/A compliant. PDF/A compliant documents have embedded
fonts and do not reference external files. 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. Submittal in PDF format shall have
navigational bookmarks inserted in lieu of any tabs required in the hard copy. The entire
submittal must be contained in a single PDF file.

A.03 DELAYS CAUSED BY TECHNOLOGICAL ISSUES
Electronic submission of sealed bids to IonWave prior to the end time stated in IonWave is
solely and strictly the responsibility of the Bidder. The Authority will not be responsible for
delays caused by technological issues that may be used or for any other reason. The
Bidder is hereby directed to cause delivery of their bid prior to the bid opening time.

A.04 INQUIRIES/CLARIFICATION
Except during a scheduled pre-bid meeting, the Authority will not respond to oral inquiries
concerning this RFB. Each bidder must examine all RFB documents and must judge all
matters relating to their adequacy and accuracy. Any inquiries, suggestion, or requests
concerning interpretation, clarification or additional information pertaining to this RFB must
be made through the Purchasing Office. No interpretation of the meaning of the plans,
specifications or any other portion of the solicitation documents will be binding if made to
any bidder orally by the Authority or by any representative of the Authority. Bidders may
submit written email inquiries regarding this RFB to the Purchasing Office contact
indicated on the cover page. The deadline to submit to the Purchasing Office, in writing,
all inquiries, suggestions, or requests concerning interpretation, clarification or additional
information pertaining to this RFB can be located on the cover page of this RFB. The
Authority may choose not to respond to inquiries received after the inquiry/clarification
deadline has passed.

A.05 DISTRIBUTION OF 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 Support at 866.277.2645, or by registering at https://www.flylcpa.ionwave.net.

Interpretations, corrections or changes made by the Authority to this Request for Bids will be made by written addenda. It shall be the responsibility of the Bidder, prior to submitting their bid, to contact the Purchasing Office to determine if addenda to this RFB have been issued and, if issued, acknowledging and incorporating same into their bid. All addenda shall become part of the bid documents.

All results concerning this Request for Bids will be posted via IonWave.

A.06 PRE-BID MEETING
If indicated, 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 and if a site visit is planned and whether remote or physical 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. Bidders’ 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 RFB, 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 contact indicated on the cover page of this RFB at least three (3) days prior to the scheduled pre-bid meeting to allow staff time to research the questions.

A.07 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.

Each bidder may, at bidder’s own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions at or contiguous to the project site(s) or otherwise which may affect cost, progress, performance or furnishing of the work and which bidder deems necessary to determine its bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the RFB documents.
The Authority will provide each bidder access to the site(s) to conduct such explorations and tests.

Bidder shall fill all holes, clean up and restore the project site(s) to its former condition upon completion of such explorations. The lands upon which the work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by successful bidder in performing the work are identified in the RFB documents.

Prior to submitting a bid, each bidder shall examine the project site(s) and all conditions thereon fully familiarizing themselves with the full scope of the work. Failure to become familiar with project site conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any work that is required to complete the project in accordance with the plans and specifications. Bidder shall acknowledge inspection of the project site(s) on his/her signed, submitted Bid Form.

A.08 COST OF PREPARATION
The cost of preparing a bid in response to this RFB shall be borne entirely by the Bidder.

A.09 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.10 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/sub consultants, 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.11 GENERAL CIVIL RIGHTS
The successful Bidder agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision binds the successful Bidder and its subcontractors from the bid solicitation period though 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.12 CALCULATIONS, ERRORS, OMISSIONS
All bids will be reviewed mathematically and, if necessary, corrected. In the event of multiplication/addition or extension error(s), the unit pricing shall prevail. In the case of a
disparity between the grand total bid price expressed numerically and that expressed in written words, the grand total price expressed in words as shown on the Bidder's submission will govern.

Bidders must fill in all information requested on the bid forms. All blanks on the bid forms must be legibly completed in ink or typewritten. Where submitted bids have erasures or corrections, such erasures or corrections must be initialed in ink by the Bidder. 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.13 DIRECT PURCHASE
If applicable, the Authority reserves the right to purchase directly, various materials, supplies, and equipment that may be a part of any purchase agreement resulting from this RFB.

A.14 TERMINATION FOR CONVENIENCE
The Authority may cancel any agreement resulting from this RFB at its discretion upon giving thirty (30) calendar days written notice to the successful Bidder. In addition, the Authority reserves the right during the term of the agreement to terminate the agreement with any single successful Bidder and award the agreement to the next ranking Bidder if deemed to be in the Authority's best interest.

A.15 PUBLIC RECORDS AND DISCLOSURE
Information and materials received by the Authority shall be deemed to be public records subject to public inspection upon the issuance of a notice to award, recommendation for award, or thirty (30) days after bid opening, whichever occurs first. However, certain exemptions to the public records laws are statutorily provided for in Section 119.07.

If a Bidder believes any of the information contained in their response is exempt from disclosure under the Florida public records law, Bidder must specifically identify the material which it claims is exempt and cite the legal authority for the exemption. 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.16 TAX EXEMPT
The Authority is generally a tax-exempt entity, subject to the provisions of the Florida Statutes regarding sales tax. The successful Bidder shall be responsible for complying with the Florida sales and use tax law as it may apply. The amount(s) of compensation set forth in the contract, or in any change orders authorized pursuant to the contract, shall be
understood and agreed to include any and all Florida sales and use tax payment obligations required by Florida law of the successful Bidder and all subcontractors or materials suppliers engaged by the successful Bidder.

A.17 EXAMINATION OF BID SOLICITATION INFORMATION
Each Bidder is required, before submitting a bid, to be thoroughly familiar with each and every requirement contained within the solicitation documents, including any addenda. No additional allowances will be made because of lack of knowledge of the requirements contained herein. All Bidders must carefully review the bid documents in their entirety to become familiar with what is required, including information on all bid forms.

A.18 RESERVATION OF RIGHTS
The Authority reserves the right to reject any and/or all bids, accept or reject any alternates, waive irregularities and technicalities if it is in the best interest of the Authority, in the Authority’s sole judgement, and conforms to applicable state and local laws or regulations.

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

A.19 AUTOMATIC DISQUALIFICATION
A Bidder will be disqualified from consideration for award of an agreement pursuant to this Request for Bids for any of the following reasons:

- Failure to meet 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.20 **SCRUTINIZED COMPANIES UNDER SECTION 287.135, FLORIDA STATUTES**

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

The Bidder certifies through submission of the attached 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 Statues.

A.21 **NO LOBBYING:**

All Bidders are hereby placed on notice that the Lee County Port Authority Board of Port Commissioners, Members of the Airports Special Management Committee and all Authority employees are not to be lobbied, either individually or collectively, regarding this solicitation. During the entire procurement process, all Bidders and their subcontractors, or agents are hereby placed on notice that they are not to contact any persons listed above (with the exception of the designated Purchasing Office contact indicated on the cover page of this RFB) if they intend to submit or have submitted a bid for this project. All Bidders and their subcontractors, and any agents must submit individual affidavits with their submission in substantially the form attached, stating that they have not engaged in lobbying activities or prohibited contacts in order to be considered for this Request for Bids. **Joint ventures must file a separate affidavit for each joint venture partner.**

**ANY BIDDER IN VIOLATION OF THIS WARNING SHALL BE AUTOMATICALLY DISQUALIFIED FROM FURTHER CONSIDERATION FOR THIS REQUEST FOR BIDS.**

A.22 **RIGHT TO PROTEST**

A bidder affected adversely by an intended decision to award a bid shall file a written notice of intent to file a protest with the Purchasing Office no 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 for inspection and/or copying at 11000 Terminal Access Road, Suite 8671, 3rd Floor, Fort Myers, Florida, 33913. **Failure to follow the protest procedure requirements within the timeframe established by Lee County Port Authority constitutes a waiver of any protest and resulting claims.**

A.23 **FINANCIAL RESPONSIBILITY**

During the bid evaluation process, Bidders may, upon request by the Authority, be required to demonstrate financial responsibility by furnishing audited financial statements for the past two fiscal years. Such statements must be prepared in accordance with generally acceptable accounting practices and include an independent Certified Public Accountant (CPA) statement and shall be provided to the Authority within ten (10) calendar days of the Authority’s request.
A.24 **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.25 **COMPLIANCE WITH STATE AND FEDERAL REQUIREMENTS**
In agreements financed in whole or in part by Federal or State grant funds, all requirements set forth in the grant documents or in the law, rules, and regulations governing the grant, including federal or state cost principles, shall be satisfied. To the extent that they differ from those of the Authority, the cost principles of the grantor shall be used.

A.26 **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.27 **NON-APPROPRIATION OF FUNDS**
Any agreement resulting from this RFB is contingent upon the receipt of grant funds by the Authority. If funds are not appropriated or otherwise made available to support the Project, an award of the lowest, responsive and responsible bid may not be made.

A.28 **WITHDRAWAL OR REVISION OF BIDS**
A Bidder may withdraw or revise a bid (by withdrawal of one (1) bid and submission of another) provided the Bidder's written request to withdraw is received by the Authority before the time specified for receiving the bids. Revised bids must be received prior to the date and time of the bid opening at the place specified. Bids that have been properly withdrawn (by written request) prior to the scheduled opening time or received after the time specified for opening bids will be returned to the Bidder unopened.

A.29 **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
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.30 **FRONT LOADING OF BID PRICING PROHIBITED**
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.31 **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 shall certify by submission of the enclosed public entity crimes certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any state or federal entity, department or agency.

A.32 **BID EVALUATION**
Upon evaluation of all bids received, a Notice of Intent to Award may be made to the lowest, responsive, and responsible Bidder(s) whose bid(s) 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 any Bidder to provide the required goods and services in accord with the agreement and to the satisfaction of the Authority and within the time prescribed. The Authority may reject any bid if the evidence submitted by the Bidder, or an investigation of the qualifications and/or experience of the Bidder, fails to satisfy the Authority that such Bidder is sufficiently qualified or experienced to provide the goods or services required, or to carry out the obligations as required in this Request for Bids.
After the Notice of Intent to Award is issued, the recommendation for award of the agreement will be forwarded to the Airports Special Management Committee and/or the Authority Board of Port Commissioners for approval.

A.33 EXECUTION OF AGREEMENT

The successful Bidder(s) shall execute and return the Authority provided agreement within ten (10) calendar days from issuance of the notice of intent to award the bid. A sample agreement in substantially the same form as the agreement the successful bidder will be required to sign is available on request. The successful Bidder will be required to execute the Authority’s form of agreement. Failure of the successful Bidder to execute the agreement within ten (10) calendar days from the date the notice of intent to award is announced shall be just cause for cancellation of the award and forfeiture of the bid bond.

Upon receipt of the agreement 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 awarded agreement in accordance with local laws or ordinances, and return one fully executed original agreement, along with the bid bond, if applicable, to the Bidder. Delivery of the fully executed awarded agreement to the Bidder shall constitute the Authority’s approval to be bound by the successful Bidder’s bid and the terms of the agreement.

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

A.34 PAYMENT

The accepted bid price for the scope of work to be provided will be paid to the successful Bidder after completion and acceptance of the work and upon receipt of the successful Bidder’s invoice. All invoices shall include the assigned contract number and must be submitted to Lee County Finance Department, PO Box 2463, Fort Myers, Florida, 33902.

[END of PART A.]
PART B  
SPECIAL INSTRUCTIONS AND REQUIREMENTS

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

B.01 MINIMUM QUALIFICATIONS

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

Bids will be accepted from manufacturers that have manufactured no less than one hundred (100) passenger boarding bridges for projects in the United States within the past ten years from the date bids are due.

Bids will be accepted from installers that have successfully installed no less than three (3) passenger boarding bridge projects installed in the U.S. on projects of similar size and scope within five (5) years prior to the date bids are due.

Bids will not be considered from bidders who have been found guilty by any court in the United States of crimes pertaining to industrial espionage or intellectual property theft.

Bidders are required to provide reference information on Form 2: Official Bid Form to demonstrate the minimum qualifications have been met.

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.

B.02 BASIS OF AWARD

The bid award will be based on the lowest, responsive and responsible Bidder. The lowest bid will be based on the grand total bid, which is the sum of all bid line items. To be considered for award, bidder is required to bid all line items.

The lowest, responsible bidder shall mean that bidder who makes the lowest bid to provide goods and/or services of a quality which meets or exceeds the quality of goods and/or services set forth in the RFB documents or otherwise required by the Authority.

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

To be a responsible bidder, the bidder shall have 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.
The Authority reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to furnish the services requested. Information that the Authority deems necessary to make this determination must be provided by the bidder. Such information may include, but will not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.

B.03 PUBLIC BID DISCLOSURE ACT
Pursuant to the requirements of Section 218.80, Florida Statutes, the following local government permits must be obtained and paid for by the successful bidder:

**Permit:**
- Foundation permit
- Electrical permit

This information is provided to disclose permits required by Lee County and the Authority for this project and does not relieve the Bidder of its responsibility to obtain and pay for permits required by other governmental entities as specified elsewhere in the bidding or contract documents. Costs for fees are to be included in the bid item for mobilization costs.

B.04 AIR OPERATIONS AREA (AOA) SECURITY MAINTENANCE
Employees of the successful bidder or subcontractors who must work full or part time within the Air Operations Area (AOA) at Southwest Florida International Airport must qualify for and obtain airport-issued identification badges which must be worn at all times while within the AOA. Badges shall be worn on outer, uppermost garments so as to be clearly visible in order to distinguish, on site, employees assigned to a particular Provider. Badges shall be issued individually. Drivers of delivery or hauling vehicles will not require badges but must be under the escort of a properly badged employee.

B.05 WARRANTY
Successful bidder must warrant that for a period of one year from the date the Authority accepts all work, that all work, materials, and equipment furnished as defined herein shall be guaranteed and warranted to be free from defects due either to faulty materials or equipment or faulty workmanship.

During the warranty period, Authority may, at its option, request that successful bidder, at its cost, repair or replace any defective materials, equipment or workmanship upon written notice to successful bidder. In that event successful bidder shall repair or replace the defective materials, equipment or workmanship, at its sole expense, within thirty days of receiving notice. Alternatively, Authority may return the defective goods at successful bidder's expense, for a full refund. Exercise of either option shall not relieve successful bidder of any liability to Authority for damages sustained by virtue of successful bidder's breach of the warranty.

[END OF PART B.]
PART C  
PROJECT INFORMATION

C.01 PROJECT DESCRIPTION
The scope of work for this project includes the replacement of the twenty-seven (27) Passenger Boarding Bridges (PBBs), modifications to existing foundations for twenty-five (25) PBBs, construction of two (2) new foundations for gates C1 and C2, and engineered parking layouts that anticipate the carriers aircraft needs for the foreseeable future.

Construction elements associated with this project include:
- mobilization and demobilization
- maintenance of traffic
- demolition
- pavement (adjacent to foundations)
- primary power connections
- back-up power supply for data infrastructure
- demolition
- foundations
- new Passenger Boarding Bridges
- signage
- stairs
- interior finishes
- PC Air 400 Hz.
- pavement markings
- lighting connection to and expansion of the security system and communications
- all materials, equipment, labor, and incidentals required to purchase, install, and commission the complete PBB replacement project.

C.02 BASE BID DESCRIPTION
The base bid includes all of the work shown on the attached contract drawings prepared by AERO SYSTEMS ENGINEERING and dated 02/14/2020 and called for in the project specifications dated 12/13/2019. Together this information represents the scope of work detailed in the project description above and as outlined in the attached Milestone Schedule Overview.

Bidders are required to hold lump sum bid pricing firm for at least 180 days from the bid submission due date.
C.03 CONTRACT TIME
-- From the date of issuance of Notice to Proceed (NTP) to overall project substantial completion = 395 calendar days
-- From the date of substantial completion to project final completion = 30 calendar days

C.04 LIQUIDATED DAMAGES
$250 per day for Contractor’s failure to install and turnover each new boarding bridge within thirty (30) days from the date the existing bridge has been removed from service.

$2,500 per day for Contractor’s failure to achieve overall project Substantial Completion within 395 calendar days.

$250 per day for Contractor’s failure to achieve overall project Final Completion within 30 calendar days of substantial completion.

C.05 WARRANTY PERIOD
The completed project, including all systems and equipment, shall have a 1-year unlimited warranty which commences on the date of final acceptance by the Authority.

C.06 EARLY COMPLETION INCENTIVE
$3,000 per day for Contractors ability to achieve overall substantial completion prior to November 1, 2021. This incentive may be earned per day for a maximum of 31 calendar days.

C.07 DBE PARTICIPATION GOAL
The DBE goal established for this project is ten percent (10%).

[END OF PART C]
PART D

GRANT REQUIREMENTS

And

DAVIS BACON WAGE RATES

The Lee County Port Authority has worked with the Federal Aviation Administration (FAA), Florida Department of Transportation (FDOT) and partner airlines to secure funding for this project. The passenger boarding bridge replacement project described herein relies on using federal and state grants. As such, requirements of the grantor as specified in the Federal Contract Provisions document are applicable terms and conditions to any agreement resulting from this Request for Bid. Further, each bidder shall submit with its bid the applicable forms that are attached and included in this Request for Bid.

In the technical specifications under General Contract Provisions, where the term “Contractor” is used, it shall be understood to mean the successful bidder who is awarded an agreement pursuant to this Request for Bid. In addition, where the term “Owner” is used in this Part D, it is understood to mean the Lee County Port Authority.

Davis-Bacon Requirements apply to this contract resulting from this solicitation. The following wage rate determination is provided as a convenience. Successful Bidder is responsible to verify and utilize the most current applicable wage rates in effect at the time of the agreement. Wages rates determination is posted at www.dol.gov

"General Decision Number: FL20200211 03/27/2020

Superseded General Decision Number: FL20190211

State: Florida

Construction Type: Building

County: Lee County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for
all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

<table>
<thead>
<tr>
<th>Modification Number</th>
<th>Publication Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>01/03/2020</td>
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<tr>
<td>1</td>
<td>02/21/2020</td>
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<td>2</td>
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* ASBE0067-003 03/01/2020
<table>
<thead>
<tr>
<th>Job Title</th>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>ASBESTOS WORKER/HEAT &amp; FROST INSULATOR</td>
<td>$ 28.93</td>
<td>16.68</td>
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<tr>
<td>ELECTRICIAN (Includes Low Voltage Wiring)</td>
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<tr>
<td>ELEVATOR MECHANIC</td>
<td>$ 42.52</td>
<td>34.765</td>
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</table>

**FOOTNOTE:**
A. Employer contributions 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; Employer contributions 6% of regular hourly rate to vacation pay credit for employee who has worked in business less than 5 years.

Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; The Friday after Thanksgiving Day; and Christmas Day.
## Rates and Fringes

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Fringe</th>
</tr>
</thead>
<tbody>
<tr>
<td>IRONWORKER, STRUCTURAL</td>
<td>$30.85</td>
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<td>IRONWORKER, ORNAMENTAL</td>
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<td>CARPENTER</td>
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<tr>
<td>CEMENT MASON/CONCRETE FINISHER</td>
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<tr>
<td>IRONWORKER, REINFORCING</td>
<td>$26.37</td>
<td>12.65</td>
</tr>
<tr>
<td>LABORER: Common or General, Including Cement Mason Tending and Pipelaying</td>
<td>$14.41</td>
<td>0.00</td>
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<tr>
<td>OPERATOR: Backhoe/Excavator/Trackhoe</td>
<td>$22.07</td>
<td>8.80</td>
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<tr>
<td>OPERATOR: Bulldozer</td>
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<td>OPERATOR: Grader/Blade</td>
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<td>OPERATOR: Loader</td>
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<tr>
<td>OPERATOR: Roller</td>
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<td>4.78</td>
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<tr>
<td>PAINTER: Brush, Roller and Spray</td>
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<tr>
<td>PIPEFITTER</td>
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<tr>
<td>PLUMBER</td>
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<td>2.88</td>
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<tr>
<td>ROOFER</td>
<td>$19.00</td>
<td>1.17</td>
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<tr>
<td>SHEET METAL WORKER, Includes HVAC Duct Installation</td>
<td>$20.11</td>
<td>3.41</td>
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</table>
SPRINKLER FITTER (Fire Sprinklers) $ 18.25 0.00
TILE SETTER $ 18.01 0.00
TRUCK DRIVER: Dump Truck $ 13.22 2.12
TRUCK DRIVER: Lowboy Truck $ 14.24 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular
rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate
that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

----------------------------------------------------------------
WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

================================================================

END OF GENERAL DECISION

"[END OF PART D.]"
PART E
DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Participation by Disadvantaged Business Enterprises (DBE)
The Lee County Port Authority (Port Authority) is dedicated to promoting the full participation of Disadvantaged Business Enterprises (DBE) in all Port Authority projects. Therefore, for the purposes of this Request for Bids 20-53MMW: Passenger Boarding Bridge Replacement, any individual or firm who enters into an agreement with the Port Authority shall make every possible effort to meet or exceed the established Project DBE Goal. This includes, but is not limited to, subcontracting, and the expenditures for materials and supplies.

The Port Authority and its contractors agree to ensure that DBEs will have the maximum opportunity to participate in the performance of this Project. In this regard, contractors shall take all necessary and reasonable steps to ensure that DBEs have adequate opportunities to compete for and perform contracts under this project. The Port Authority and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of Department of Transportation-assisted and Port Authority contracts.

Participation Goals
If awarded, the contractor will enter into a lump sum contract with the Port Authority. The attainment of the DBE goal established for this project is to be measured as a percentage of the total value of the base bid, including all contract amendments. The DBE goal established by the Port Authority under this project is anticipated at 10% participation.

Responsible and Responsive
In order to be considered responsible and responsive, bidders must make good faith efforts to meet the identified DBE goal. This may be accomplished in one of two ways:

1. By meeting the project DBE goal and documenting the commitments with the DBE firm(s); or
2. By providing documentation of the bidder’s good faith efforts to meet the project goal.

DBE participation or reasonable good faith efforts is a matter of responsiveness. Failure to provide this information may result in your bid being declared non-responsive. It is incumbent on the bidder to submit appropriate documentation or to demonstrate that “good faith efforts” were made to reach out to DBEs to obtain participation. Additional information may be requested from the Bidder/Proposer regarding their proposed DBE participation.

Required Certification
All DBE firms must be properly certified prior to the bid opening. The Port Authority only recognizes the following DBE certification under this project.

DBE Certification - Only DBE firms certified under the Florida Unified Certification Program (FUCP) in the State of Florida shall be counted toward the established DBE goal. All DBE
firms in Florida are listed in a single DBE UCP Directory. Contractors should refer to this directory to identify potential DBEs for the work. The FUCP Directory is found at: https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx or http://www.flylcpa.com/dbe.

Additional assistance may be obtained by calling the Port Authority’s DBE Manager, Julio Rodriguez at 239-590-4625.

**DBE CONDITIONS**

The Lee County Port Authority (Port Authority) and its contractors agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. The Port Authority and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted and Port Authority contracts.

**DEFINITIONS**

- **Disadvantaged Business Enterprise (DBE)** – This term, as used in this Request for Bids solicitation document shall have the same meaning as defined in paragraph 26.5 of Subpart A to 49 CFR Part 26.

- **General Contractor** – This term refers to the successful bidder whose bid is awarded pursuant to this RFB.

- **Good Faith Efforts** – means the successful bidders efforts to achieve a DBE goal.

The following conditions apply to any contract resulting from this Request for Bids. Submission of a bid by a prospective contractor/subcontractor shall constitute full acceptance of these bid conditions:

2. **DBE BID CONDITIONS**

   a. **Expenditures Counting Towards DBE Goal** – For non-DBE contractor(s) and subcontractor(s), the Port Authority and its CM/GC will count towards the DBE goal sixty percent (60%) of expenditures for materials and supplies required under the contract and obtained from a DBE established dealer, and one hundred percent (100%) of such expenditures obtained from a DBE manufacturer.

   b. **Responsible and Responsive** - In order to be considered responsible and responsive, bidder must make good faith efforts to meet the identified DBE goal established for this project. This may be
accomplished in one of two ways:

1. By meeting the DBE Participation Goal and documenting the commitments of the DBE firms; or

2. By documenting adequate bidder’s good faith efforts to meet the goal.

DBE participation or reasonable good faith efforts is a matter of responsiveness. Failure to provide this information may result in your bid being declared non-responsive. It is incumbent on the bidder to submit appropriate documentation to demonstrate that “good faith efforts” (as defined in 49 Code of Federal Regulation Part 26, Appendix A, Subpart C 26.53) was made to reach out to DBEs to obtain participation.

c. **DBE Forms** - Completed DBE Utilization Statement and Letter of Commitment(s) must be submitted with this Request for Bid. The Letter(s) of Commitment must be completed by each DBE firm proposed to be used in this project.

   **Note:** Additional information may be requested from any bidder regarding their proposed DBE participation.

d. **DBE Required Certification** – All DBEs MUST BE PROPERLY CERTIFIED PRIOR TO THE BID OPENING. Only DBE firms certified under the Florida Unified Certification Program (FUCP) in the State of Florida shall be counted toward the established goal. DBE firms in Florida are listed in a single DBE FUCP directory. Bidders should refer to this directory to identify potential DBEs for the work.

   The Directory is found at:

   Or http://www.flylcpa.com/dbe

   Additional assistance may be obtained by calling the Port Authority’s DBE Manager at 239-590-4625.

3. **DBE CONTRACT CONDITIONS**

   **a. Policy** - The policy of the Port Authority is to ensure nondiscrimination in the award and administration of DOT-assisted contracts; to create a level playing field on which DBEs can compete fairly for DOT-assisted contracts; to ensure that the DBE Program is narrowly tailored by utilizing race neutral/race
conscious means; to ensure that only firms that fully meet the 49 CFR Part 23 and Part 26 eligibility standards are permitted to participate as DBEs; to help remove barriers to the participation of DBEs in DOT-assisted contracts; and to assist in the development of firms that can compete successfully in the marketplace outside the DBE Program.

b. **Contract Assurances** - Each contractual agreement with a contractor (and each subcontract the Prime Contractor signs with a Subcontractor) must include the following assurance:

*The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.*

c. **Prompt Payment and Release of Retainage Clause** - The Port Authority will include the following clause in each DOT-assisted prime contract, and the prime contractor will require all subcontractors to have this clause in their subcontracts:

*The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment the Prime Contractor receives from the Port Authority. The Prime Contractor agrees further to return retainage payments to each Subcontractor within forty-five (45) days after the Subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced timeframe may occur only for good cause following written approval of the Authority.*

**Note:** This clause applies to both DBE and non-DBE subcontractors.

d. **DBE Signed Contracts** - The General Contractor/Consultant must submit copies of the signed contracts with the DBE(s) who will be utilized as subcontractors and are listed in its bid for work to be performed under the scope of services of the General Contractor/Consultant’s contract with the Port Authority. Said contracts shall be submitted not later than fifteen (15) days after the General Contractor/Consultant is in receipt of their signed contract from the Port Authority. Said contracts shall be submitted not later than fifteen (15) days after the General Contractor is in receipt of their Notice-To-Proceed from the Port Authority.

e. **Bidders List Data** – For all DOT-assisted contracts a list of all DBE and Non-DBE firms that bid on prime contracts, or bid or quote subcontracts and
materials supplied shall be submitted to the Port Authority no later than fifteen (15) days after the General Contractor/Consultant is in receipt of their signed contract from the Lee County Port Authority. Bid Opportunity form to be provided and completed by the successful bidder.

f. **Mobilization** – The General Contractor will provide the DBE Subcontractor with mobilization funds provided by the Port Authority based on the DBE’s portion of work to be performed. The mobilization funds will be included as a part of the DBE Subcontractor’s bid price. The total DBE mobilization funds will be indicated as a separate line item on the schedule of values.

g. **On-Site Visits** – Upon request, the General Contractor will assist the Port Authority’s DBE Office in conducting on-site monitoring of all DBE Subcontractors.

h. **Prohibited** – Agreements between the General Contractor and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders are prohibited.

i. **Replacements** - If the General Contractor deems it necessary to replace a DBE subcontractor/subconsultant, the General Contractor shall make an acceptable good faith effort to use another DBE subcontractor. Substitutions must be coordinated with and approved by the Port Authority at the Authority’s sole discretion.

[END OF PART E.]
PART F
INSURANCE, INDEMNIFICATION AND BOND REQUIREMENTS

No agreement will be made pursuant to this Request for Bid 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 insurance provided will include coverage for all parties employed by the bidder. At the discretion of the Authority, insurance limits may be reevaluated and revised at any time during the agreement.

All bidders should 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.

F.01 Insurance Requirements (Types and Limits)
Successful bidder must provide the following types of insurance with minimum limits as indicated:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Florida Statutory Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker's Compensation</td>
<td></td>
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<tr>
<td>Employers Liability</td>
<td></td>
</tr>
<tr>
<td>Each Accident</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Disease Each Employee</td>
<td>$1,000,000</td>
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<tr>
<td>Limit Disease Each Employee</td>
<td>$1,000,000</td>
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<tr>
<td>Bodily Injury &amp; Property Damage Liability</td>
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<tr>
<td>Each Occurrence</td>
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<tr>
<td>Aggregate</td>
<td>$10,000,000</td>
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<td>Automobile Liability</td>
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<tr>
<td>Bodily Injury &amp; Property Damage Liability</td>
<td>$5,000,000</td>
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<tr>
<td>(Combined Single Limit Each Accident)</td>
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</tr>
<tr>
<td>Builder's Risk</td>
<td>$ Amount of Contract</td>
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</table>

F.02 Additional Insured
The Authority shall be named as an additional insured on all policies except for workers' compensation. The policy shall be endorsed to include the following language: “The Lee County Port Authority, its officers, officials and employees, are to be covered as an additional insured with respect to liability arising out of the “work” or operations performed by or on behalf of the insured, including materials, parts or equipment furnished in connection with such Work or Operations.”

F.03 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.

F.04 Waiver of Subrogation
Insurance will be primary and noncontributory and shall include a Waiver of Subrogation by both the successful bidder 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.

F.05 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 shall furnish a certificate of insurance using an ACORD form and containing the solicitation number with the 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 shall be duly licensed to provide coverage and honor claims within Florida. Send the certificate of insurance with 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.

F.06 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.

F.07 Change in coverage
The successful bidder 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 shall be sent directly to the Lee County Port Authority Risk Manager, 11000 Terminal Access Road, Suite 8671, Fort 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.

F.08 Subcontractor's requirement
The successful bidder must ensure that its agents, representatives, and subcontractors comply with the insurance requirements set forth herein.

F.09 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 shall be interpreted as a waiver of the Authority's rights, including the limitation of waiver.
of immunity, as set forth in Florida Statutes Section 768.28, or any other statutes, and the Authority expressly reserves these rights to the fullest extent allowed by law.

F.10 **Indemnification, General Liability & Patent or Copyright**
The successful bidder shall indemnify, hold harmless, and defend Lee County, Lee County Port Authority and their respective Boards of Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, claims, damages, demands, expenses, or actions, either at law or in equity, 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 bidder, or anyone performing any act required of the bidder in connection with performance of any contract awarded pursuant to this Request for Bids.

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

F.11 **Bid Bond or Other Security**
Bidders must submit a bid bond, certified check, or cashier's check payable to the Lee County Port Authority Board of Port Commissioners with their bid and in a dollar amount representing not less than five percent (5%) of the total amount bid.

F.12 **Performance And Payment Bond**
A performance and payment bond for the benefit of and directed to the Lee County Port Authority Board of Port Commissioners, satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the successful bidder of its obligations under the Agreement.

The performance and payment bond assures that the successful bidder will promptly complete the work and promptly pay in full all bills and accounts for material and labor used in connection with the work in accordance with the terms of the Agreement.

The performance and payment bond, satisfactory to the Authority, shall be submitted within fifteen (15) calendar days from the date of issuance of the written notice of intent to award. The performance and payment bond must comply with the requirements of Florida Statute 255.05 and shall be submitted on the exact form contained herein.

F.13 **Recording the Performance And Payment Bond**
Pursuant to Section 255.05(1)(b), Florida Statutes, prior to commencement of any work on the Project, the successful bidder shall be responsible for and bear all costs associated to obtain and record Payment and the Performance Bonds with the Lee County Clerk of the Circuit Court.

A certified copy of the recorded bonds must be furnished to the Purchasing Office upon filing. Pursuant to Section 255.05(1)(b), Florida Statutes, the Authority will make no payment to the successful bidder until the successful bidder has complied
with this paragraph.

**F.14 Qualifications of Surety Companies**
To be acceptable to the Authority, a Surety must comply with the following minimum provisions:

a. All Sureties must be admitted to do business in Florida and all bonds must be submitted on the exact forms contained within the contract documents.

b. Attorneys-in-Fact who sign bid bonds or payment and performance must file with such bond a certified copy of their Power of Attorney to sign such bond.

c. Agents of surety companies must list their name, address and telephone number on all bonds. A Florida registered agent must sign all bonds.

d. Surety must have twice the minimum surplus and capital required by the Florida Insurance Code at the time of bid solicitation.

e. Surety must be in compliance with all provisions of the Florida Insurance Code and hold a currently valid certificate of authority issued by the United States Department of the Treasury under SS.31 U.S.C. 9304-9308.

f. Surety must have a minimum underwriting limitation of $5,000,000 published in the latest edition of the Federal Register for Federal Bonds.

**F.15 A.M. Best**
Sureties rated through A.M. Best shall be rated as "A-" or better as to General Policyholders Rating and Class VII or better as to financial category by the most current Best's Key Rating Guide, published by A.M. Best Company. Further, surety must have fulfilled all of its obligations on all other bonds previously given to the Lee County Port Authority or Lee County, Florida.

[END OF PART F.]
PART G – 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, project information, grant requirements, Davis Bacon Wage Rates, DBE, insurance and bond requirements, special conditions, general conditions and plans and technical specifications. 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 the services requested in this bid. I agree to hold pricing for at least 180 calendar days to allow the Authority time to properly evaluate this bid. I agree that the Authority terms and conditions (http://www.flylcpa.com/purchasing/) herein shall take precedence over any conflicting terms and conditions submitted with the bid and agree to abide by all conditions of this document.

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

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

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

EMAIL ADDRESS

State of: 

County of: 

This foregoing instrument was acknowledged before me this day of , 20__, by as identification.

Signature of Notary

Serial/Commission No.
FORM 2: OFFICIAL BID FORM. This form must be submitted with the bidder's bid submittal

RFB NO. 20-53MMW

BIDDER'S NAME: ____________________________

BIDS ARE DUE ON: FRIDAY, MAY 29, 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 solicitation documents, including but not limited to, Information to Bidders, Special Instructions and Requirements, Project Information, Insurance and Bonding Requirements, Disadvantaged Business Enterprise Program requirements, Project Plans and Specifications, schedule & phasing, 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:

**PASSENGER BOARDING BRIDGE REPLACEMENT**

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Estimated Quantity</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>DBE Mobilization</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Remove / Discard or Turnover to Owner: Phone</td>
<td>EACH</td>
<td>11</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Remove / Discard or Turnover to Owner: Illuminated Sign</td>
<td>EACH</td>
<td>11</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Remove / Discard or Turnover to Owner: Cable Hoist</td>
<td>EACH</td>
<td>11</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Remove / Discard or Turnover to Owner: 10&quot; PBB Pre-Cool Plenum Hose</td>
<td>EACH</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>DCO - Demo Cut Out Sidewalks and haul off @ Existing Pile Caps</td>
<td>EACH</td>
<td>27</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Remove Existing Passenger Boarding Bridge</td>
<td>EACH</td>
<td>27</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Remove Concrete Paving / Walkways @ Pile Caps</td>
<td>SQFT</td>
<td>5400</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### RFB 20-53mmw: Passenger Boarding Bridge Replacement – Southwest Florida International Airport

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Hand Excavation around existing Pile Caps</td>
<td>CUYD</td>
<td>54</td>
</tr>
<tr>
<td>11</td>
<td>Pile Cap Edge Form</td>
<td>SQFT</td>
<td>1620</td>
</tr>
<tr>
<td>12</td>
<td>Drill / Epoxy Dowels into exist. Pile Cap</td>
<td>EACH</td>
<td>1134</td>
</tr>
<tr>
<td>13</td>
<td>4000 PSI Concrete Pile Cap</td>
<td>CUYD</td>
<td>324</td>
</tr>
<tr>
<td>14</td>
<td>Patch Back Exist Concrete Paving / Walkways</td>
<td>SQFT</td>
<td>5400</td>
</tr>
<tr>
<td>15</td>
<td>Temporary Infill / Opening @ Gate Door (Remove &amp; Reinstall)</td>
<td>EACH</td>
<td>27</td>
</tr>
<tr>
<td>16</td>
<td>iOPS BMS Bldg Management System</td>
<td>LS</td>
<td>1</td>
</tr>
<tr>
<td>17</td>
<td>New PBB (Like for Like) A3-58/110 (including shipping to site, insurance)</td>
<td>EACH</td>
<td>8</td>
</tr>
<tr>
<td>18</td>
<td>New PBB (Like for Like) A3-68/141 (including shipping to site, insurance)</td>
<td>EACH</td>
<td>1</td>
</tr>
<tr>
<td>19</td>
<td>New PBB (Like for Like) A3-64/131 (including shipping to site, insurance)</td>
<td>EACH</td>
<td>1</td>
</tr>
<tr>
<td>20</td>
<td>New PBB (Upsize) A3-58/110 (including shipping to site, insurance)</td>
<td>EACH</td>
<td>6</td>
</tr>
<tr>
<td>21</td>
<td>New PBB (Upsize) A3-58/110 (including shipping to site, insurance)</td>
<td>EACH</td>
<td>1</td>
</tr>
<tr>
<td>22</td>
<td>New PBB (Downsize) A3-64/131 (including shipping to site, insurance)</td>
<td>EACH</td>
<td>10</td>
</tr>
<tr>
<td>23</td>
<td>New Fixed Walkway (40.0’ lnft)</td>
<td>EACH</td>
<td>2</td>
</tr>
<tr>
<td>24</td>
<td>Gate Sign</td>
<td>EACH</td>
<td>27</td>
</tr>
<tr>
<td>25</td>
<td>Bag Slide</td>
<td>EACH</td>
<td>27</td>
</tr>
<tr>
<td>26</td>
<td>Installation (Incl PBB, WW, GPU, PCA)</td>
<td>EACH</td>
<td>27</td>
</tr>
<tr>
<td>27</td>
<td>Manufacturer Commissioning</td>
<td>EACH</td>
<td>27</td>
</tr>
<tr>
<td>28</td>
<td>Relocate Condensate Drain due to Pile Cap Expansion (Drain to Pavement)</td>
<td>EACH</td>
<td>27</td>
</tr>
<tr>
<td>29</td>
<td>Re-Install 45-ton PCA Unit</td>
<td>EACH</td>
<td>4</td>
</tr>
<tr>
<td>30</td>
<td>New 45-ton PCA Unit</td>
<td>EACH</td>
<td>19</td>
</tr>
<tr>
<td>31</td>
<td>New 75-ton PCA Unit</td>
<td>EACH</td>
<td>4</td>
</tr>
<tr>
<td>32</td>
<td>Disconnect / Make Safe Existing Electrical to Exist PBB</td>
<td>EACH</td>
<td>27</td>
</tr>
<tr>
<td>33</td>
<td>Re-Install Exist 400Hz SSFC 90KVA</td>
<td>EACH</td>
<td>11</td>
</tr>
<tr>
<td>34</td>
<td>Replace 400Hz SSFC 90KVA</td>
<td>EACH</td>
<td>11</td>
</tr>
<tr>
<td>35</td>
<td>Replace 400Hz SSFC 180KVA</td>
<td>EACH</td>
<td>5</td>
</tr>
<tr>
<td>36</td>
<td>Cameras, Software Licensing &amp; Programming (Recording Servers and Video Storage Servers by LCPA)</td>
<td>EACH</td>
<td>27</td>
</tr>
<tr>
<td>37</td>
<td>Remove Stop Bar (1-Each)</td>
<td>LNFT</td>
<td>10</td>
</tr>
<tr>
<td>38</td>
<td>Striping to be Removed (Grind Only)</td>
<td>LNFT</td>
<td>4617</td>
</tr>
<tr>
<td>39</td>
<td>Striping at Gates</td>
<td>LNFT</td>
<td>4997</td>
</tr>
<tr>
<td>40</td>
<td>New Stop Bar (1-Each)</td>
<td>LNFT</td>
<td>10</td>
</tr>
</tbody>
</table>

**GRAND TOTAL EXTENDED BID PRICE**

**NOTICE:** Bidders are responsible for verifying quantities to the degree he/she deems necessary in order to submit a lump sum bid. Quantities and unit prices will NOT be used to determine award in any case. The Grand Total Bid Price only will be used for consideration of low bid award. This is not a unit price contract. There will be NO adjustments for errors of quantity take offs or variations caused by existing conditions regardless of bidder’s basis of information.
Bidder must bid on all bid items. Any bidder not bidding all bid items will be considered nonresponsive and disqualified.

FAA Advisories to be followed (or newer version as updated by FAA): FAA AC 150/5370-2G Operational Safety on Airports During Construction, FAA AC 150/5200-18C Airport Safety Self Inspection, FAA AC 150/5210-5D Painting, Marking & Lighting of Vehicles Used on an Airport, FAA AC 150/5200-33B Hazardous Wildlife Attractants on or Near Airports.

<table>
<thead>
<tr>
<th>NOTES / INSTRUCTIONS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) All bidders are required to hold their bid prices for 180 days after the date bids are due. Bidder shall provide a Bid Bond with their bid submittal. Bid Bonds shall be provided in the amount of 5% of the Grand Total Bid Number.</td>
</tr>
<tr>
<td>2) Contractor shall submit a complete bid including pricing for the entire scope of work and by providing unit costs for each item indicated herein. It shall be the bidder’s sole responsibility to ensure formatting and mathematical calculations be precise and correct. Bidders shall provide prices for all items to be considered a complete and responsive bid.</td>
</tr>
<tr>
<td>3) Basis for ranking of bids shall be determined by a number of factors including but not limited to the Grand Total Bid Number for all items within the bid schedule.</td>
</tr>
<tr>
<td>4) The bidder shall provide a Unit Price and the extended Bid Price for each line item in the bid schedule. Failure to follow bid instructions may be grounds for bid rejection.</td>
</tr>
<tr>
<td>5) Prospective responsive low bidder (based on Grand Total Bid Number) will enter into a lump sum contract with the Lee County Port Authority.</td>
</tr>
<tr>
<td>6) Estimated quantities herein are published solely for the purpose of establishing the basis for lump sum bid award.</td>
</tr>
<tr>
<td>7) The project will be awarded as a lump sum contract according to the low responsive bidders provided Grand Total Bid Number.</td>
</tr>
<tr>
<td>8) C-105 Mobilization shall be limited to 10 percent of the Grand Total Bid Number.</td>
</tr>
<tr>
<td>9) The bidder proposes to furnish all material, equipment and labor to execute all work associated with the project.</td>
</tr>
<tr>
<td>10) All project design documents and specifications take precedence over any bid notes mentioned herein.</td>
</tr>
</tbody>
</table>

NAME OF BIDDER _______________________________________________
Each Bidder must demonstrate that the minimum qualifications set forth in Part B have been met. Each bidder must provide the up to date and current information as requested below. The inability to perform reference checks due to the submittal of inaccurate or outdated reference contact information may affect the LCPA’s determination of responsiveness.

1. _____ Has bidder been found guilty by any court in the United States of crimes pertaining to industrial espionage or intellectual property theft. (Indicate Yes or No).

### 2. Project Information and Reference

<table>
<thead>
<tr>
<th>A</th>
<th>BIDDER FIRM NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PROJECT NAME</td>
</tr>
<tr>
<td></td>
<td>AIRPORT NAME</td>
</tr>
<tr>
<td></td>
<td>YEAR PROJECT STARTED/COMPLETED</td>
</tr>
<tr>
<td></td>
<td>DOLLAR VALUE OF CONSTRUCTION</td>
</tr>
<tr>
<td></td>
<td>AIRPORT CONTACT NAME</td>
</tr>
<tr>
<td></td>
<td>POSITION HELD ON PROJECT</td>
</tr>
<tr>
<td></td>
<td>AIRPORT CONTACT CURRENT TITLE</td>
</tr>
<tr>
<td></td>
<td>CURRENT ADDRESS</td>
</tr>
<tr>
<td></td>
<td>CURRENT CITY, STATE ZIP CODE</td>
</tr>
<tr>
<td></td>
<td>CURRENT TELEPHONE #</td>
</tr>
<tr>
<td></td>
<td>CURRENT EMAIL</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B</th>
<th>BIDDER FIRM NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PROJECT NAME</td>
</tr>
<tr>
<td></td>
<td>AIRPORT NAME</td>
</tr>
<tr>
<td></td>
<td>YEAR PROJECT STARTED/COMPLETED</td>
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<td></td>
<td>DOLLAR VALUE OF CONSTRUCTION</td>
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<td>AIRPORT CONTACT NAME</td>
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<td>AIRPORT CONTACT CURRENT TITLE</td>
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<td></td>
<td>CURRENT ADDRESS</td>
</tr>
<tr>
<td></td>
<td>CURRENT CITY, STATE ZIP CODE</td>
</tr>
<tr>
<td></td>
<td>CURRENT TELEPHONE #</td>
</tr>
<tr>
<td></td>
<td>CURRENT EMAIL</td>
</tr>
</tbody>
</table>
FORM 3: LOBBYING AFFIDAVIT

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

, 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: ________________________________

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

________________________________________  ________________________________

Signature of Notary  Serial/Commission No.
FORM 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: ________________________________

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: ________________________________________

This foregoing instrument was acknowledged before me this ________________ day of ________________________, 20___, by ____________________________, who is personally known to me or produced ____________________________ as identification.

__________________________________________________
Signature of Notary                                     Serial/Commission No.

Note: This form must be submitted with the bidder’s bid submittal
FORM 6: BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we ________________, as Principal, and ________________, a corporation licensed to do business in the State of Florida as a surety, are held firmly bound unto LEE COUNTY PORT AUTHORITY, LEE COUNTY, FLORIDA (obligee), in the sum of $________________________ (______.) for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this ____ day of ________________, 2020.

WHEREAS, said Principal is herewith submitting a bid for RFB 20-53MMW, Passenger Boarding Bridge Replacement – Southwest Florida International Airport.

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the contract upon said bid within the specified time and shall enter into a written agreement, satisfactory in form, and shall provide an acceptable Performance and Payment Bond from a Surety acceptable to the Authority as well as other insurance as may be required by the Authority within ten (10) calendar days from the issuance of the written Notice of Intent to Award date, or within such extended period as the Port Authority may grant, then this obligation shall be null and void. Otherwise, said Principal and Surety shall pay to said Authority in money the difference between the amount of the bid of said Principal and the amount for which said Authority may legally contract with another party to perform said work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney's fees incurred by said Authority if suit be brought hereon, but in no event shall said Surety's liability exceed the penal sum hereof plus such expenses and attorney's fees. For purposes of unsuccessful bid protests filed by the Principal herein, this obligation shall bind the Surety to pay costs and damages associated with the bid protest or delays to the project upon finding from the Board of Port Commissioners for Lee County that the bid protest was frivolous and/or lacked merit.

Witness as to Principal: ___________________________ (SEAL) (Principal)

______________________________
(By)

Witness as to Surety: ___________________________ (SEAL) (Surety's name)

______________________________
(By-As Attorney in Fact, Surety)

Affix Corporate Seals and attach proper Power of Attorney for Surety.
FORM 7: RESERVED
RFB 20-53mmw: Passenger Boarding Bridge Replacement – Southwest Florida International Airport
FORM 9: Utilization Statement: Disadvantaged Business Enterprise (DBE). Note: This form must be submitted with the bidder’s bid submittal

By completing this form, bidders must identify and document whether they will meet the Port Authority’s DBE participation goal for this project (10%), and if not, Bidders should identify and document its good faith efforts to meet the goal, as set forth in 49 CFR, Appendix A, Subpart C 26.53.

CERTIFIED DBE(s) LIST

<table>
<thead>
<tr>
<th>DBE Firm Name(s)</th>
<th>$ Value of Work</th>
<th>Percent of Total Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. __________________</td>
<td>$______________</td>
<td>_______%</td>
</tr>
<tr>
<td>Type of Work/Specialty:</td>
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<td>2. __________________</td>
<td>$______________</td>
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<td>Type of Work/Specialty:</td>
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<td>Type of Work/Specialty:</td>
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<td>4. __________________</td>
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<td>Type of Work/Specialty:</td>
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<td>5. __________________</td>
<td>$______________</td>
<td>_______%</td>
</tr>
<tr>
<td>Type of Work/Specialty:</td>
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</tbody>
</table>

The undersigned bidder has satisfied the requirements of the bid conditions in the following manner. (Please mark appropriate box)

☐ The bidder is committed to a minimum of _____% DBE utilization on this project.

☐ The bidder, while unable to meet the established goal, hereby commits to a minimum of ________% DBE utilization on this project and also submits documentation, as an attachment(s) demonstrating good faith efforts (GFE).

<table>
<thead>
<tr>
<th>Total Value of Base Bid</th>
<th>$</th>
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<tbody>
<tr>
<td>Total of DBE Subcontract(s) Work</td>
<td>$</td>
</tr>
</tbody>
</table>

Print Bidder’s/Offeror’s Company Name

Print Name of Authorized Representative

Company Address:

<table>
<thead>
<tr>
<th>City:</th>
<th>State:</th>
<th>Zip Code:</th>
</tr>
</thead>
</table>

Phone Number: E-mail:

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein, have agreed to perform a commercially useful function as described in 49 CFR Part 26.55(c) in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Lee County Port Authority and the CM for this project.

Signature of Authorized Representative Date

Utilization Statement Form – Rev02/24/20
FORM 10: LETTER OF COMMITMENT: Disadvantaged Business Enterprise (DBE)

LETTER OF COMMITMENT
Disadvantaged Business Enterprise
(This page shall be submitted with bid submittal for each proposed DBE firm)

Bidder/Offeror
Company Name: ___________________________________________________

Project Name/#: _________________________________________________

DBE Firm:
Company Name: _________________________________________________

Address: ________________________________________________________

City: _____________________ State: _____________ Zip_________

DBE Contact Person: Name: _____________________________ Phone: (____) _________________

E-mail: ______________________________________________________

<table>
<thead>
<tr>
<th>Work items(s) to be performed by DBE Firm</th>
<th>Quantity/Unit Price</th>
<th>Total Value of Work</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

Totals

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

Total DBE contract amount: $_____________________________

Affirmation:
The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: ______________________________________________________

(Signature of DBE Firm’s Authorized Representative)  (Date)

__________________________

(Title)

*In the event the bidder does not receive award of bid, any and all representations in this Letter of Commitment and Affirmation shall be null and void.

DBE Letter of Commitment – 02/25/2020JR
FORM 11: CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY. Submission of this form is REQUIRED with bid submittal.

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY
As a matter of bid responsiveness, the bidder must complete, sign, date, and submit this certification statement with its proposal. The bidder must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (□) or the letter “X”.

☐ Bidder hereby certifies that it will comply with 49 USC § 50101 by:
  a) Only installing steel and manufactured products produced in the United States; or
  b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder agrees:
• To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
• To faithfully comply with providing U.S. domestic products.
• To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ Bidder hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder with the apparent low bid agrees:
  a) To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
  b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the bid.
  c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
  d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
  e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

REQUIRED DOCUMENTATION
Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility”. The required documentation for a Type 3 waiver is:
a) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**Type 4 Waiver** – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:
   a) Detailed cost information for total project using U.S. domestic product
   b) Detailed cost information for total project using non-domestic product

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

<table>
<thead>
<tr>
<th>Date</th>
<th>Signature</th>
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</thead>
<tbody>
<tr>
<td>Company Name</td>
<td>Title</td>
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</table>

[END OF FORM]
FORM 12: CERTIFICATE OF BUY AMERICAN COMPLIANCE-MANUFACTURERED PRODUCTS. Submission of this form with bidder’s bid submittal is REQUIRED.

Certificate of Buy American Compliance for Manufactured Products
As a matter of bid responsiveness, the bidder must complete, sign, date, and submit this certification statement with their bid. The bidder must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder hereby certifies that it will comply with 49 USC § 50101 by:
  a) Only installing steel and manufactured products produced in the United States;
  b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder agrees:
1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- The bidder hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder with the apparent low bid agrees:
  1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
  2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
  3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
  4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

REQUIRED DOCUMENTATION
- Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:
  a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
  b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
  c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

- Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:
  a) Detailed cost information for total project using U.S. domestic product
  b) Detailed cost information for total project using non-domestic product
False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date _____________________________________________  Signature _____________________________________________

Company Name __________________________________________________  Title _____________________________________________

[END OF FORM]
FORM 13: CERTIFICATION OF BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

Submission of this form with bidder's bid submittal is REQUIRED.

CERTIFICATION OF BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is (✓) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is (✓) is not ( ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

_____________________________  ________________________________
Date       Signature

____________________________  _______________________________
Company Name     Title
FORM 14: TRADE RESTRICTION CERTIFICATION
By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:
1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or

3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S.
firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

Signature of bidder: ________________________________

[END OF FORM]
FORM 15 - 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:

<table>
<thead>
<tr>
<th>not applicable</th>
<th>too rigid</th>
<th>too vague</th>
</tr>
</thead>
<tbody>
<tr>
<td>not clearly understood</td>
<td>Insufficient time allowed for preparation</td>
<td></td>
</tr>
</tbody>
</table>

_________________ Other reason(s):

How did you learn about this solicitation?

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

Company  ________________________________________________________________

Representative  ____________________________________________________________

Telephone  ___________________________ Fax: ________________________________

Email Address:  ____________________________________________________________

DATE:  _________________________________________________________________
RFB 20-53mmw: Passenger Boarding Bridge Replacement – Southwest Florida International Airport
JUNE 2, 2020

LEE COUNTY PORT AUTHORITY

SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

Passenger Boarding Bridge Replacement

RFB: 20-53MMW
June 2, 2020

Melisa M. Wendel, CPPO
Procurement Manager
mmwendel@flyLCPA.com
(239) 590-4556

REF: AERO Bid Package for RFB 20-53MMW
Passenger Boarding Bridge Replacement at Southwest Florida International Airport

Dear Ms. Wendel, CPPO

AERO BridgeWorks, Inc. (ABW) is pleased to submit this bid package in response to RFB 20-53MMW for Lee County Port Authority (LCPA) consideration. ABW has reviewed all the Bid documents, Contract, Specifications, Drawings and all Addenda issued to-date. We are proud to prepare and submit a fully responsive bid that meets or exceeds all the Minimum Requirements, DBE participation, Technical data, Licensure, Insurance and Bonding requirements, as well as all Contractual and Bid Document criteria.

We have attached this cover letter to specifically highlight ABW is in full compliance with the Bid Requirements, as well as to address Question #64 in Addendum #4. Question #64 is related to a potential “perceived” Conflict between ABW and LCPA’s Engineer of Record. We reviewed Question #64 with Counsel and, per the items included herein, ABW is confident there is not a conflict. Please also note the information included in this letter is confidential and proprietary, so shall not be shared publicly should another firm submit a FOIA request, or similar.

- DBE Participation. This is an important requirement in the Bid package and was a focus during the Pre-Bid meeting discussion. ABW has solicited bids and/or partnered with local and DBE firms to exceed LCPA DBE goals. Throughout the bid process, ABW assisted firms to understand the project and ABW solicited proposals for civil, foundation, ramp striping, electrical, low voltage and equipment scope(s) of this project. ABW is committed to provide a minimum of 15% of DBE Participation.

- Minimum Qualifications. As outlined in the Bid Package, and as discussed during the Pre-Bid Meeting, the Minimum Qualifications are a focus point for this procurement and are very important to the Owner. To this point, Addendum #2, dated May 18, 2020, was issued to further clarify the Minimum Requirements needed.

  o "Item 2: Special Instructions and Requirements" on page 19 of Addendum 2 states, “2.a, The manufacturer must have manufactured no less than one hundred (100) passenger boarding bridges for project in the United States within the past ten years prior to the date bids are due.” ABW is pleased to list JBT as our PBB manufacturer and ITW/GSE Hobart as our PCA and GPU Manufacturer. Both manufacturers, as evidenced in the Bid Submittals, meet and exceed this requirement.

  o Item 2.b, “The installer must have successfully installed no less than three (3) passenger boarding bridge projects in the United States on projects of similar size and scope within the past five (5) years prior to the date bids are due.” Since 1999, ABW has self-performed passenger boarding bridge installations across the Country. We have developed into the nation’s largest and most experienced passenger boarding installation firm. Specific to this requirement, within the past five years, ABW completed an eighty-six (86) gate project in ATL in 2019, a twenty-nine (29) gate project at MSY in 2019, a thirty (30) gate project in ATL in 2020, and a twenty-four (24) gate project in BOS in 2019. In addition to these completed projects, ABW is currently working on a 25-gate project at MEM, a 17-gate project at ORF, a 26-gate project at SFO and 20+ gates at SLC. ABW exceeds the minimum installation requirements as written in the Bid Package and as confirmed in Addendum #2. PBB Manufacturing minimum qualifications are covered in Statement 2.a and manufacturer's do not self-perform installation. Thus, ABW would question which other PBB installer(s) – not manufacturer(s)
- meets the minimum requirement listed in Statement 2.b for installation. ABW employs over eighty (80) full time employee's dedicated to the PBB industry; as such we have the resources and capability to complete RSW's project per the schedule in the Bid Documents.

  o Minimum Qualifications B.01 states, "Bidder must have previously contracted with one or more FAA Part 139 medium or large hub airport(s) ... with a combined project value of no less than $10 million dollars, however, no individual contract shall be valued at less than $2M dollars, and; have performed within the past ten (10) years prior to date bids are due." ABW has specifically focused on aviation work since 1999. Within the past ten (10) years, ABW has successfully completed dozens of projects with medium and large hub airports with a combined project value far exceeding $10M. ABW is happy to provide additional information to LCPA to further substantiate this, if needed.

  - **Bid Bond.** ABW has included the proper RSW Bid Bond Forms, signed and executed by personnel with the necessary authority and attorney-in-fact authorization.

  - **Insurance.** ABW has included a COI and/or letter from our insurance agency stating our compliance with the Contractual Insurance Requirements listed in the Bid.

  - **Licensure.** ABW is a fully licensed General Contractor in the State of Florida. ABW is also properly registered to do business in the State of Florida. Our Contractor's license is attached to this bid.

  - **Addendum #4 dated May 28, 2020, Question #64.** ABW is in receipt of Addendum #4 which references Lee County Port Authorities "prior conflict of interest determination." ABW respectfully disagrees with LCPA's determination as, per correspondence from LCPA prior to the bid process dated March 18, 2020, this decision was based on a "perception" and it is not an accurate legal determination. Public bidding and Florida State Statutes are not based on 'perceptions,' but based on fact and legal merit. LCPA's perception was based on high-level information, as well as documentation provided from neighboring SRQ Airport in 2017. The 2017 information regarding AERO BridgeWorks, Inc. is now outdated and no longer applicable as ABW changed ownership and legal structure on January 1, 2019.

We submit that a bidder cannot be legally excluded from a public bid process based solely on a "perception of a conflict" that has not been, and cannot be, proven to be a "factual conflict". To allow such would create an environment where competing parties can plant seeds of "perception" within an Owner's organization that result in an unfair and improper exclusion of a potential viable bidder.

The PBB industry is a small niche market and all providers, both on the design side and the construction side, work with the other firms in the industry on a routine basis across the country. So, in essence, any one of these parties could claim that other parties have "relationships" with other firms simply based on the fact that they have worked together previously. We suggest that if working together on previous projects was a proper basis for excluding a bidder, there would be no qualified firm within the industry that could bid this project.

As it relates to LCPA "perception," ABW presents the following factual, current and legal data to refute prior determinations and to refute manipulative questions presented by competing bidders.

  o Question #64 in Addendum #4 states, "AERO BridgeWorks would have had unprecedented access to information and for a much longer time than other bidders...". This is not accurate. Prior to LCPA issuing this procurement on April 27, 2020, the bidding for this project was handled by Manhattan Construction, acting as a CM/GC. Throughout the design life of the project, Manhattan Construction issued and advertised the project throughout both the local contracting industry and the national PBB industry. Manhattan, as LCPA well knows, issued the 30% design, 60% design and 90% design documents to all PBB manufacturers for review, questions
and evaluation. As one of the key players in the industry, ABW knows that all documents were issued by Manhattan to all the potential bidders. Not only did Manhattan solicit budget pricing from all manufacturers throughout the design process, they also encouraged questions and inquiries from PBB manufacturer's related to schedule, product data and DBE participation levels. Acting as CM/GC, Manhattan Construction issued design documents to any and all interested and willing parties, starting as early as June 2019. As such, ABW did not have “unprecedented access to information for a longer time than the other bidders.” All bidders had all the same information at the same time as it was provided by CM/GC throughout the design process.

- ABW is a Type S Corporation, with a dedicated Tax ID number and dedicated group of Full-Time employees. LCPA’s Engineer of Record is a completely separate Type S Corporation with its own dedicated Tax ID and their own group of dedicated employees. ABW and the Engineer of Record do not operate using the same accounting books, records, financial statements or tax records.

- Question #64 in Addendum #4 states, “Aero Engineering and Aero Bridgeworks are both housed under the same roof and at the same address...”. ABW operates out of a large office complex and the overall office complex is home to multiple different business, each with a unique and individual lease for their individual spaces. ABW has a separate and dedicated office lease for ABW office spaces. Other tenants in the same office complex include a local insurance company, a local road and highway civil contractor and a local staffing agency. The Engineer of Record operates in the same office complex, but ABW is not privy or involved with The Engineer of Record’s office lease, nor any of the other business leases in the same large office complex.

- Question #64 in Addendum #4 states, “Aero Engineering and Aero Bridge works are both part of Aero Group...”. The term, “Aero Group,” is not a legal entity. Aero Group is not a licensed business. Aero Group is not an institution, nor does Aero Group have any Owners, have any employees, have any leases, own any equipment, have a Tax ID, have any insurance, nor does Aero Group complete or provide any type of service. Aero Group has never, nor will it ever hold a Contract, and is not a legal entity. As stated directly on the “ABOUT” tab of the referenced website, “The AERO Group is comprised of two separate companies ... The companies operate independently, as well as collaboratively when teamed for design-build projects.” When a project delivery method is Design-Build, it is routine and expected for the engineer and the builder to collaborate together. This PBB project at RSW is not a design-build delivery; the competing firm who submitted Question #64 even specifically acknowledged in their submitted question “this project is not a true design-build.” Since this delivery is not a design-build, ABW and the Engineer of Record have not worked “collaboratively” together on the project in any capacity, nor has ABW received additional or unprecedented information. ABW has not received any additional or influential information moreso than any other firm when Manhattan previously issued multiple rounds of design documents to the entire industry; including the competing firms who presumably submitted Question #64 to attempt to limit LCPA competition on the project.

- Legal determinations of Conflict often fall onto the firm’s Authority and Ownership structure. ABW is an Employee Owned Company and the single largest shareholder of ABW is the Employee Stock Ownership Program (ESOP). This ESOP is comprised strictly of only ABW employees and none of the ABW ESOP members are employees of the Engineer of Record. The ABW ESOP is a stand-alone Program to benefit ABW employees. Please note being an ESOP company provides many advantages to our Clients.

- Legal determinations of Conflict often fall onto the firm’s Authority and Ownership structure. The entire corporate decision-making structure of ABW and the Engineer of Record are truly independent and different. The two different Type S Corporations have two distinct and different employee groups. The two different Corporations have two different and distinct decision making and Authority structures. There is not a single employee that has voting or operational rights to the other Corporation’s decision making ability. ABW Leadership includes four (4) corporate officers; a CEO, President, Vice President and Secretary. All four of these individuals are fully employed by ABW. None of these individuals work for, or have decision authority at any level for, the Engineer of Record. In addition, the ABW Board of Directors includes four (4) individuals.
Similar to the Officers of the company, none of these individuals work for, or have decision authority at any level for the Engineer of Record. The Engineer of Record has a separate group of Corporate Officials and Board members. None of the Engineer’s corporate officials or Board Members are employees of ABW, nor do they have any decision-making authority within ABW. To reiterate, there is not a legal conflict between ABW and Engineer of Record. LCPA’s prior opinion related to “perception,” was heavily influenced by ABW’s competing firms in a manipulative and malicious manner in an attempt to reduce LCPA’s competition on a publicly bid project. We trust LCPA will re-consider the prior “perception” by completing a thorough, un-biased and factual legal review in concert with public Florida procurement requirements. ABW is happy to provide additional information should it be needed for a satisfactory review.

- **Precedent.** Should LCPA still have concern about working relationships between ABW and Engineer of Record, please note this exact situation has been previously raised on prior publicly bid Airport projects across the Country. A precedent has been set and determined on prior projects. We strongly encourage LCPA to consult other airports where ABW recently Bid or successfully completed projects with the exact same Contractual arrangement between the Airport Authority, Engineer of Record and ABW. Two references are included below;
  - James Hay, Director of Development at Memphis Shelby County Airport (MEM)
    - Office: 901-922-8224. Mobile: 901-237-5837. Email: JHay@Flymemphis.com
    - AERO BridgeWorks currently holds a construction contract directly with MEM. The Contract was a publicly advertised low bid procurement by MEM Airport Authority. AERO Systems Engineering is the Engineer of Record on this project working directly for MEM.
  - John Connell, Vice President of Asset & Facility Management, Raleigh Durham Int’l Airport (RDU)
    - Office: 919.840.7856. Email John.Connell@rdu.com
    - AERO BridgeWorks held two Contracts at RDU in the past two years. One Contract was a publicly advertised low-bid procurement directly by RDUAA. AERO Systems Engineering was an engineer of record. Please note before working at RDUAA, John Connell previously worked at Charleston, SC (CHS) airport. This question came up at CHS and – again – was ruled not a conflict. ABW was not successful winning the project at CHS, but we did have the fair and reasonable opportunity to pursue.

- **CM/GC Role.** As proven above, there is not a legal conflict between ABW and LCPA Engineer of Record. In addition, LCPA has also engaged Manhattan Construction in a CM/GC role for this project. In this role, the CM/GC serves as intermediary and representative of the Owner to offer third-party management and issue resolution. Neither the Engineer of Record or PBB Contractor is contracted directly through Manhattan and Manhattan’s sole responsibility is to assist LCPA in managing the project and resolving potential issues. As such, should an issue ever arise between Engineer of Record and the PBB Contractor, LCPA has already engaged a reputable and professional source to identify and resolve an issue without influence and without conflict. ABW suspects Manhattan’s CM/GC role at RSW to be very similar to the role of Parsons Corporation, who happens to be the CM at both MEM and RDU. Again, we encourage LCPA to contact these project Owners and see if any issues between ABW and Engineer of Record have ever been a detriment to the Airport Authority.
• **Basis of Award.** As stated in the Bid Package, "The bid award will be based on the lowest, responsive, and responsible bidder. The lowest, responsible bidder shall mean that bidder who makes the lowest bid to provide goods and/or services of a quality which meets or exceeds the quality of goods and/or services set forth in the RFB documents." ABW is pleased to submit a fully responsive bid and, should ABW be the lowest bid, we know we will provide goods and/or services of a quality which meet or exceed the quality of goods and/or services set forth in the RFB documents.

  - RFB Basis of Award states, "To be a responsive bidder, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in RFB." ABW's bid conforms in all material respects to the requirements.

  - RFB Basis of Award states, "To be a responsible bidder, the bidder shall have the capacity in all respects to perform full the bid requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance." As proven with the qualifications, technical data, firm experience and project references included within this bid package, ABW has the tenacity, capacity, experience, integrity, reliability, equipment and credit to safely and successfully complete this project for LCPA.

In closing, ABW is pleased to submit this proposal. It is unfortunate we had to write a letter in this manner, but given the circumstance and the inaccurate and damaging statements to ABW's business based on a 'perception,' ABW felt it was a business necessity to ensure a fair and reasonable evaluation once bids are received by LCPA. This is a public procurement by a public Agency in the State of Florida and, as such, LCPA cannot pre-determine to prevent any firm from submitting a bid. Any willing and able firm has the right to prepare and submit a bid for Owner evaluation. We believe LCPA answered Question #64 incorrectly; prior to even receiving or evaluating any bids, LCPA publicly noted ABW would likely not receive this Contract. That answer is now a public document. It not only inaccurately impacted our ability with the sub-contractor market to bid this project, but it will also impact our ability to bid future work where an Owner may select the same Engineer of Record. This is damaging to our business beyond RSW; we request a fair and reasonable review of ABW's eligibility to receive this Contract.

ABW requests the LCPA Procurement Team complete an un-biased and thorough review of all bidders' proposals to ensure compliance with all the listed Bid requirements and goals. This is a very important project for ABW, and we trust a fair and reasonable review of any prior "perceptions" held by LCPA Staff will be re-considered and evaluated based on all the factual data included in this letter, regarding both ABW and in regards to the specific requirements included in RFB 20-53MMW. Please note ABW's Counsel is copied on this letter and we, collectively, are happy to answer additional questions, if needed, to satisfy a reasonable and satisfactory LCPA review.

If we are the successful low bidder, ABW very much looks forward to delivering a safe and successful project. ABW has specifically worked in the airside PBB/GSE industry since 1999 and we are one of the Nation's most experienced and trusted specialty passenger boarding contractor for Airports and Airlines. We very much look forward to safely delivering a successful project on-schedule, on-budget and to exceed LCPA expectations. We trust that you will find our entire proposal in order, however, should you have any questions, please contact me at (919) 796-2168.

Sincerely,

Jay Grantham, PE, LEED, CCM
AERO BridgeWorks
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1) PART G - FORMS

2) ADDITIONAL INFORMATION
   - PROOF OF INSURANCE AND LICENSES
   - QUALIFICATIONS
   - PROJECT EXAMPLES
   - REFERENCES

3) TECHNICAL SUBMITTALS
PART G – 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, project information, grant requirements, Davis Bacon Wage Rates, DBE, insurance and bond requirements, special conditions, general conditions and plans and technical specifications. 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 5/4/2020  Addendum No. 2; dated 5/19/2020  
Addendum No. 3; dated 5/22/2020  Addendum No. 4; dated 5/28/2020  
Addendum No. 5; dated 5/29/2020  Addendum No. 6; dated 5/22/2020 (received 6/1/2020)

I hereby propose to provide the services requested in this bid. I agree to hold pricing for at least 180 calendar days to allow the Authority time to properly evaluate this bid. I agree that the Authority terms and conditions (http://www.flylcpa.com/purchasing/) herein shall take precedence over any conflicting terms and conditions submitted with the bid and agree to abide by all conditions of this document.

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

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

AERO BridgeWorks, Inc.  
NAME OF BUSINESS

Jay Grantham  
AUTHORIZED SIGNATURE  
President

NAME, TITLE, TYPED  
58-2504642

FEDERAL IDENTIFICATION #  
State of:  GEORGIA
County of:  COBB

This foregoing instrument was acknowledged before me this 2nd day of JUNE 20, 2020, who is personally known to me or produced as identification.

Signature of Notary

[Notary Seal]

[Notary's Commission No.]

[Notary's Signature]
REvised - addendum 5. Form 2: official bid form. This form must be submitted with the bidder’s bid submittal.

RFB NO. 20-53MMW

BIDDER’S NAME: AERO BridgeWorks, Inc.

BIDS ARE DUE ON: TUESDAY, JUNE 2, 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 solicitation documents, including but not limited to, Information to Bidders, Special Instructions and Requirements, Project Information, Insurance and Bonding Requirements, Disadvantaged Business Enterprise Program requirements, Project Plans and Specifications, schedule & phasing, forms, and other contract documents, and having fulfilled all bid requirements herein, agrees to furnish all labor, materials, equipment, and other incidental items, facilities and services necessary to perform:

**Passenger Boarding Bridge Replacement**

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Estimated Quantity</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization</td>
<td>LS</td>
<td>1</td>
<td>424,887</td>
<td>424,887</td>
</tr>
<tr>
<td>2</td>
<td>DBE Mobilization</td>
<td>LS</td>
<td>1</td>
<td>1,050</td>
<td>1,050</td>
</tr>
<tr>
<td>3</td>
<td>Remove / Discard or Turnover to Owner: Phone</td>
<td>EACH</td>
<td>11</td>
<td>1,050</td>
<td>11,550</td>
</tr>
<tr>
<td>4</td>
<td>Remove / Discard or Turnover to Owner: Illuminated Sign</td>
<td>EACH</td>
<td>11</td>
<td>1,050</td>
<td>11,550</td>
</tr>
<tr>
<td>5</td>
<td>Remove / Discard or Turnover to Owner: Cable Hoist</td>
<td>EACH</td>
<td>11</td>
<td>2,600</td>
<td>28,600</td>
</tr>
<tr>
<td>6</td>
<td>Remove / Discard or Turnover to Owner: 10&quot; PBB Pre-Cool Plenum Hose</td>
<td>EACH</td>
<td>2</td>
<td>2,100</td>
<td>4,200</td>
</tr>
<tr>
<td>7</td>
<td>DCO - Demo Cut Out Sidewalks and haul off @ Existing Pile Caps</td>
<td>EACH</td>
<td>25</td>
<td>1,600</td>
<td>40,000</td>
</tr>
<tr>
<td>8</td>
<td>Remove Existing Passenger Boarding Bridge</td>
<td>EACH</td>
<td>27</td>
<td>39,600</td>
<td>540,000</td>
</tr>
<tr>
<td>9</td>
<td>Remove Concrete Paving / Walkways @ Pile Caps</td>
<td>SQFT</td>
<td>5000</td>
<td>16.75</td>
<td>83,750</td>
</tr>
<tr>
<td>10</td>
<td>Hand Excavation around existing Pile Caps</td>
<td>CUYD</td>
<td>50</td>
<td>120</td>
<td>6,000</td>
</tr>
<tr>
<td>11</td>
<td>Pile Cap Edge Form</td>
<td>SQFT</td>
<td>1500</td>
<td>12</td>
<td>18,000</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Quantity</td>
<td>Unit</td>
<td>Rate 1</td>
<td>Rate 2</td>
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<td>-----------------------------------------------------------------------------</td>
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<tr>
<td>12</td>
<td>Drill / Epoxy Dowels into exist. Pile Cap EACH</td>
<td></td>
<td></td>
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<tr>
<td>13</td>
<td>4000 PSI Concrete Pile Cap @ Existing CUYD</td>
<td></td>
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<tr>
<td>14</td>
<td>Patch Back Exist Concrete Paving / Walkways</td>
<td></td>
<td></td>
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<tr>
<td>15</td>
<td>Temporary Infill / Opening @ Gate Door (Remove &amp; Reinstall)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>16</td>
<td>iOPS BMS Bldg Management System</td>
<td></td>
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<tr>
<td>17</td>
<td>New PBB A3-58/116 (including shipping to site, insurance)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>New PBB A3-61/127 (including shipping to site, insurance)</td>
<td></td>
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<tr>
<td>19</td>
<td>New PBB A3-65/133 (including shipping to site, insurance)</td>
<td></td>
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<tr>
<td>20</td>
<td>New PBB A3-68/144 (including shipping to site, insurance)</td>
<td></td>
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<tr>
<td>21</td>
<td>New PBB A3-72/150 (including shipping to site, insurance)</td>
<td></td>
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<tr>
<td>22</td>
<td>2 new PBB foundations for C1 and C2</td>
<td></td>
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<tr>
<td>23</td>
<td>New Fixed Walkway (40.0' LF-inf)</td>
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<tr>
<td>24</td>
<td>Gate Sign</td>
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<tr>
<td>25</td>
<td>Bag Slide</td>
<td></td>
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<tr>
<td>26</td>
<td>Installation (Incl PBB, WW, GPU, PCA)</td>
<td></td>
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<tr>
<td>27</td>
<td>Manufacturer Commission</td>
<td></td>
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<tr>
<td>28</td>
<td>Remove and Cap Relocate Condensate Drain due at to Pile Cap Expansion</td>
<td></td>
<td></td>
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<tr>
<td>29</td>
<td>Re-Install 45-ton PCA Unit</td>
<td></td>
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<tr>
<td>30</td>
<td>New 45-ton PCA Unit</td>
<td></td>
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<tr>
<td>31</td>
<td>New 76-90 ton PCA Unit</td>
<td></td>
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<tr>
<td>32</td>
<td>Disconnect / Make Safe Existing Electrical to Exist PBB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>Re-Install Exist 400Hz SSFC 90KVA</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>34</td>
<td>Replace 400Hz SSFC 90KVA</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>Replace 400Hz SSFC 180KVA</td>
<td></td>
<td></td>
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<tr>
<td>36</td>
<td>Cameras, Software Licensing &amp; Programming (Recording Servers and Video Storage Servers by LCPA)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>Remove Stop Bar (1-Each)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>38</td>
<td>Striping to be Removed (Grind Only)</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>39</td>
<td>Striping at Gates</td>
<td></td>
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</tr>
<tr>
<td>40</td>
<td>New Stop Bar (1-Each)</td>
<td></td>
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</tbody>
</table>

**Grand Total Extended Bid Price**

NOTICE: Bidders are responsible for verifying quantities to the degree he/she deems necessary in order to submit a lump sum bid. Quantities and unit prices will NOT be used to determine award in any case. The Grand Total Bid Price only will be used for consideration of low bid award. This is not a unit price contract. There will be NO adjustments for errors of quantity take offs or variations caused by existing conditions regardless of bidder’s basis of information.

Bidder must bid on all bid items. Any bidder not bidding all bid items will be considered nonresponsive and disqualified.
FAA Advisories to be followed (or newer version as updated by FAA): FAA AC 150/5370-2G Operational Safety on Airports During Construction, FAA AC 150/5200-18C Airport Safety Self Inspection, FAA AC 150/5210-5D Painting, Marking & Lighting of Vehicles Used on an Airport, FAA AC 150/5200-33B Hazardous Wildlife Attractants on or Near Airports.

<table>
<thead>
<tr>
<th>NOTES / INSTRUCTIONS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) All bidders are required to hold their bid prices for 180 days after the date bids are due. Bidders shall provide a Bid Bond with their bid submittal. Bid Bonds shall be provided in the amount of 5% of the Grand Total Bid Number.</td>
</tr>
<tr>
<td>2) Bidder shall submit a complete bid including pricing for the entire scope of work and by providing unit costs for each item indicated herein. It shall be the bidder's sole responsibility to ensure formatting and mathematical calculations be precise and correct. Bidders shall provide prices for all items to be considered a complete and responsive bid.</td>
</tr>
<tr>
<td>3) Basis for ranking of bids shall be determined by a number of factors including but not limited to the Grand Total Bid Number for all items within the bid schedule.</td>
</tr>
<tr>
<td>4) The bidder shall provide a Unit Price and the extended Bid Price for each line item in the bid schedule. Failure to follow bid instructions may be grounds for bid rejection.</td>
</tr>
<tr>
<td>5) Prospective responsive low bidder (based on Grand Total Bid Number) will enter into a lump sum contract with the Lee County Port Authority.</td>
</tr>
<tr>
<td>6) Estimated quantities herein are published solely for the purpose of establishing the basis for lump sum bid award.</td>
</tr>
<tr>
<td>7) The project will be awarded as a lump sum contract according to the Grand Total Extended Bid Price of the lowest, responsive and responsible bidder.</td>
</tr>
<tr>
<td>8) C-105 Mobilization shall be limited to 10 percent of the Grand Total Bid Number.</td>
</tr>
<tr>
<td>9) The bidder proposes furnish all material, equipment and labor to execute all work associated with the project.</td>
</tr>
<tr>
<td>10) All project design documents and specifications take precedence over any bid notes mentioned herein.</td>
</tr>
</tbody>
</table>

NAME OF BIDDER: AERO BridgeWorks, Inc.
FORM 2: OFFICIAL BID FORM (Page 4 of 4)

Each Bidder must demonstrate that the minimum qualifications set forth in Part B have been met. Each bidder must provide the up to date and current information as requested below. The inability to perform reference checks due to the submittal of inaccurate or outdated reference contact information may affect the LCPA's determination of responsiveness.

1. **No** Has bidder been found guilty by any court in the United States of crimes pertaining to industrial espionage or intellectual property theft. (Indicate Yes or No).

2. **Project Information and Reference**

   **A. AERO BridgeWorks, Inc.**

   **BIDDER FIRM NAME**

   PBB Replacement/Refurbishment Project

   **PROJECT NAME**

   Hartsfield-Jackson Atlanta International Airport (ATL)

   **AIRPORT NAME**

   2016/2020

   **YEAR PROJECT STARTED/COMPLETED**

   $50,175,000

   **DOLLAR VALUE OF CONSTRUCTION**

   Shawn Craig

   **AIRPORT CONTACT NAME**

   Senior Program Manager

   **AIRPORT CONTACT CURRENT TITLE**

   3368 Hardee Ave.

   **CURRENT ADDRESS**

   Atlanta, GA 30341

   **CURRENT CITY, STATE ZIP CODE**

   scraig@cps-atlanta.com

   **CURRENT EMAIL**

   +612.0x792.0

   **Prime General Contractor**

   **POSITION HELD ON PROJECT**

   The Bid Specifications require bidders to prove a minimum level of experience for PBB installation and a separate minimum requirement for PBB manufacturing. It is not possible to prove we meet the minimum requirements by only listing two projects on this form. As such, in order to prove we meet the minimum qualifications, additional sheets are necessary and attached at end of our proposal.
FORM 3: LOBBYING AFFIDAVIT
Note: This form must be submitted with the bidder’s bid submittal

Jay Grantham, 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: Jay Grantham - President
Date: 6/2/2020

State of: GEORGIA
County of: COBB

This foregoing instrument was acknowledged before me this and day of JUNE, 2020, by JAY GRANTHAM, who is personally known to me, or produced as identification.

Signature of Notary
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: AERO BridgeWorks, Inc.

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: GEORGIA
County of: CEBE

This foregoing instrument was acknowledged before me this ______ day of JUNE, 2020, by JAY GANTHAM, who is personally known to me or produced ______ as identification.

Signature of Notary

Serial/Commission No.

Note: This form must be submitted with the bidder's bid submission.
FORM 6: BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we AERO Bridgeworks, Inc., as Principal, and Liberty Mutual Insurance Company, a corporation licensed to do business in the State of Florida as a surety, are held firmly bound unto LEE COUNTY PORT AUTHORITY, LEE COUNTY, FLORIDA (obligee), in the sum of $Five Percent of Amount Bid ($Amount Bid) for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this 29th day of May, 2020.

WHEREAS, said Principal is herewith submitting a bid for RFB 20-53MMW, Passenger Boarding Bridge Replacement – Southwest Florida International Airport.

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the contract upon said bid within the specified time and shall enter into a written agreement, satisfactory in form, and shall provide an acceptable Performance and Payment Bond from a Surety acceptable to the Authority as well as other insurance as may be required by the Authority within ten (10) calendar days from the issuance of the written Notice of Intent to Award date, or within such extended period as the Port Authority may grant, then this obligation shall be null and void. Otherwise, said Principal and Surety shall pay to said Authority in money the difference between the amount of the bid of said Principal and the amount for which said Authority may legally contract with another party to perform said work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney's fees incurred by said Port Authority if suit be brought hereon, but in no event shall said Surety's liability exceed the penal sum hereof plus such expenses and attorney's fees. For purposes of unsuccessful bid protests filed by the Principal herein, this obligation shall bind the Surety to pay costs and damages associated with the bid protest or delays to the project upon finding from the Board of Port Commissioners for Lee County that the bid protest was frivolous and/or lacked merit.

Witness as to Principal: AERO Bridgeworks, Inc.

(By)

Witness as to Surety: Liberty Mutual Insurance Company

(By)

Robert M. Hrehor, Attorney-in-Fact

Affix Corporate Seals and attach proper Power of Attorney for Surety.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-932-8240 between 9:00 am and 4:30 pm EST on any business day.

Liberty Mutual
SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Robert M. McCall, of the city of Liberty, state of GA et al., true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge any and all such instruments and to attach thereto the seals of the Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of December, 2018.

Resides of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF MONTGOMERY

TERESA PASTELLA
Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 26, 2021

By:

David M. Carey, Assistant Secretary

The Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, subject to such limitations as may be prescribed by the Board of Directors, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation.

ATCICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as may be prescribed by the Board of Directors, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Corporation.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, whenever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of May, 2020.
FORM 7: RESERVED
FORM 8: RESERVED
FORM 9: Utilization Statement: Disadvantaged Business Enterprise (DBE). Note: This form must be submitted with the bidder’s bid submittal

By completing this form Bidders must identify and document whether they will meet the Port Authority’s DBE participation goal for this project (10%), and if not, Bidders should identify and document its good faith efforts to meet the goal, as set forth in 49 CFR, Appendix A, Subpart C 26.53.

**CERTIFIED DBE(s) LIST**

<table>
<thead>
<tr>
<th>DBE Firm Name(s)</th>
<th>$ Value of Work</th>
<th>Percent of Total Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Airport Contractor Services</td>
<td>$2,169,000</td>
<td>9.1%</td>
</tr>
<tr>
<td>Type of Work/Specialty:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site Logistics and Specialty Equipment Supplier</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Stevens Development Group Inc.</td>
<td>$2,547,000</td>
<td>10.7%</td>
</tr>
<tr>
<td>Type of Work/Specialty:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Civil, Electrical, Low Voltage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Hyatt Survey Services</td>
<td>$7,000</td>
<td>0.3%</td>
</tr>
<tr>
<td>Type of Work/Specialty:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Survey</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. _______________________________</td>
<td>$ _______________</td>
<td>___%</td>
</tr>
<tr>
<td>Type of Work/Specialty:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>_______________________________</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. _______________________________</td>
<td>$ _______________</td>
<td>___%</td>
</tr>
<tr>
<td>Type of Work/Specialty:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>_______________________________</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The undersigned bidder has satisfied the requirements of the bid conditions in the following manner. (Please mark appropriate box)

- [X] The bidder is committed to a minimum of 15% DBE utilization on this project.

- [ ] The bidder, while unable to meet the established goal, hereby commits to a minimum of _____ % DBE utilization on this project and also submits documentation, as an attachment(s) demonstrating good faith efforts (GFE).

<table>
<thead>
<tr>
<th>Total Value of Base Bid</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total of DBE Subcontract(s) Work</td>
<td>$</td>
</tr>
</tbody>
</table>

Print Bidder’s/Offeror’s Company Name: AERO BridgeWorks, Inc.

Print Name of Authorized Representative: Jay Grantham - President

Company Address: 2700 Delk Road SE, Suite 150

City: Marietta  State: GA  Zip Code: 30067

Phone Number: 770.423.4200  E-mail: jay.grantham@aerobridgeworks.net

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein, have agreed to perform a commercially useful function as described in 49 CFR Part 26.55(c) in the work items noted for each firm. The undersigned further understands that no changes may be made without prior approval from the Lee County Port Authority and the CM for this project.

Signature of Authorized Representative: 6/2/2020  Date
FORM 10: LETTER OF COMMITMENT: Disadvantaged Business Enterprise (DBE)

LETTER OF COMMITMENT
Disadvantaged Business Enterprise
(This page shall be submitted with bid submittal for each proposed DBE firm)

**Bidder/Offeror**

Company Name: Aero Bridges Inc.

Project Name/#: RFB Replacement [RFB] 10-03 MMW

**DBE Firm:**

Company Name: Airport Contractors Services LLC

Address: 540 N. State Rd. 434 Unit 9501

City: Altamonte Springs State: FL Zip: 32714

**DBE Contact Person:** Name: Sherrie Wesley

Phone: (407) 722-1735

E-mail: applanetServices@yahoo.com

<table>
<thead>
<tr>
<th>Work items(s) to be performed by DBE Firm</th>
<th>Quantity/Unit Price</th>
<th>Total Value of Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site logistics</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Specialty Equipment Supplier</td>
<td></td>
<td>$2,169,000</td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

Total DBE contract amount: $2,169,000

**Affirmation:**
The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: [Signature]

(Date)

In the event the bidder does not receive award of bid, any and all representations in this Letter of Commitment and Affirmation shall be null and void.

DBE Letter of Commitment - 03/25/2020R
June 7, 2019

Mrs. Sherrie L. Wasley  
Airport Contractors Services, LLC  
540 N. State Road 434  
Unit 9501  
Altamonte Springs, FL 32714

Disadvantaged Business Enterprise (DBE) Certification  
Anniversary Date: July 3, 2020

Dear Mrs. Wasley:

The Small Business Development Department of the Greater Orlando Aviation Authority (Authority) has reviewed the No Change Affidavit (NCA) along with the supporting documentation, submitted on behalf of Airport Contractors Services, LLC to determine whether the entity continues to meet the Disadvantaged Business Enterprise (DBE) eligibility requirements of 49 CFR, PART 26. I am pleased to inform you that your firm remains eligible for DBE certification in accordance with 49 CFR, Part 26.

Your firm has been certified under the North American Industry Classification System (NAICS) Codes listed on page 2 of this letter.

Your firm will be listed in Florida's Unified Certification Program (UCP) DBE Directory which can be accessed via the Florida Department of Transportation’s (FDOT) website at https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory. The Authority is a member of the Florida UCP. As long as your firm is listed as a DBE in Florida's UCP DBE Directory, it is considered DBE certified by all members of the Florida UCP.

DBE certification is NOT a guarantee of work, but enables the firm to compete for, and perform, contract work on all USDOT Federal Aid (FAA, FTA, and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, and sub-consultant or material supplier.

DBE certification is continuing from the date of this letter. However, it is contingent upon the firm confirming its eligibility annually. Your current Anniversary Date is July 3, 2020. For continued eligibility, a No Change Declaration (NCD) form must be submitted to our office annually. While we will make every attempt to notify you prior to the anniversary date of your certification, it is ultimately your responsibility to provide a NCD to our office. You may complete your NCD online at https://goaa.diversitycompliance.com. To help facilitate the processing of your NCD prior to your anniversary date, please submit your NCD and all required documentation ninety (90) days in advance of your anniversary date. Failure to timely submit your annual NCD may result in the removal of your firm as a DBE.

If, there is a material change in the firm, including, but not limited to: ownership, officers, directors, scope of work being performed, daily operations, affiliations with other businesses or individuals or physical location of the firm, you must promptly notify this office in writing. Notification should include supporting documentation.
Airport Contractors Services, LLC is Disadvantaged Business Enterprise (DBE) Certified by the Greater Orlando Aviation Authority under the following NAICS Commodity Codes/Area(s) of Specialty:

NAICS 238120: STRUCTURAL STEEL AND PRECAST CONCRETE CONTRACTORS
NAICS 238990: ALL OTHER SPECIALTY TRADE CONTRACTORS
NAICS 423810: CONSTRUCTION AND MINING (EXCEPT OIL WELL) MACHINERY AND EQUIPMENT MERCHANT WHOLESALERS
NAICS 541611: ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES
NAICS 541612: HUMAN RESOURCES CONSULTING SERVICES
NAICS 541614: PROCESS, PHYSICAL DISTRIBUTION, AND LOGISTICS CONSULTING SERVICES

Congratulations on your certification. Your anniversary date is **July 3, 2020**. Please contact our office at 407-825-7133 or certifications@goaa.org if you have any questions or if we can be of any assistance.

Sincerely,

George I. Morgen
Director, Small Business Development Department
FORM 10: LETTER OF COMMITMENT: Disadvantaged Business Enterprise (DBE)

LETTER OF COMMITMENT
Disadvantaged Business Enterprise
(This page shall be submitted with bid submittal for each proposed DBE firm)

Bidder/Offeror
Company Name: Aeroplane
Project Name/#: RFB 20-53mmw

DBE Firm:
Company Name: Hyatt Survey Services, Inc.
Address: 2012 Lena Road
City: Bradenton State: FL Zip: 34211

DBE Contact Person: Name: Pamela Hyatt Phone: (941) 748-4683
E-mail: pam@hyattsurvey.com

<table>
<thead>
<tr>
<th>Work items(s) to be performed by DBE Firm</th>
<th>Quantity/Unit Price</th>
<th>Total Value of Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Stakeout &amp; Asbuilt Surveys</td>
<td>lump sum</td>
<td>$7,000</td>
</tr>
</tbody>
</table>

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

Total DBE contract amount: $7,000

Affirmation:
The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: Pamela A. Hyatt
President (Signature of DBE Firm’s Authorized Representative) 6/2/2020 (Date) (Title)

*In the event the bidder does not receive award of bid, any and all representations in this Letter of Commitment and Affirmation shall be null and void.

DBE Letter of Commitment - 02/25/2020JR
FORM 10: LETTER OF COMMITMENT: Disadvantaged Business Enterprise (DBE)

LETTER OF COMMITMENT
Disadvantaged Business Enterprise
(This page shall be submitted with bid submittal for each proposed DBE firm)

Bidder/Offeror
Company Name: AERO BRIDGE WORKS, INC.
Project Name/#: PBS Replacement

DBE Firm:
Company Name: Structure Development Group Inc.
Address: 7001 Bexley Avenue, FL
City: Ft. Myers State: FL Zip: 33907

DBE Contact Person: Name: Mona Henry Phone: (239) 688-6650
E-mail: mona@structuredg.com

<table>
<thead>
<tr>
<th>Work items(s) to be performed by DBE Firm</th>
<th>Quantity/Unit Price</th>
<th>Total Value of Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrical Low Voltage</td>
<td>Lump Sum $2,046,672</td>
<td></td>
</tr>
<tr>
<td>Concrete</td>
<td>Lump Sum $500,328</td>
<td></td>
</tr>
<tr>
<td>Shoring</td>
<td>$ 0</td>
<td></td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>$2,547,000</strong></td>
<td></td>
</tr>
</tbody>
</table>

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

Total DBE contract amount: $2,547,000

Affirmation:
The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: Brent Zeweillinski
(Signature of DBE Firm's Authorized Representative)
(Date) 6/1/2020
(Title)

*In the event the bidder does not receive award of bid, any and all representations in this Letter of Commitment and Affirmation shall be null and void.
Florida Unified Certification Program

CERTIFIED

Disadvantaged Business Enterprise

Structures Development Group, Inc.

This certificate acknowledges that the above named firm is approved by the Florida Unified Certification Program (FUCP) as a Disadvantaged Business Enterprise (DBE), under rules promulgated by the U.S. Department of Transportation (DOT) in Title 49, Part 26 of the US Code of Federal Regulations.

This certification entitles the above named firm to provide product(s) and/or service(s) and received DBE credits under the following category(s) only: Commercial and Institutional Building Construction, Residential Building Construction, and Residential Remodelers

NAICS Code(s): 236111, 236118, 236220

ANNIVERSARY DATE: Annually April 14
REVIEW DATE: April 14, 2022

Jeff Mulder, A.A.E.
Executive Director

Lee County Port Authority
CERTIFYING AGENCY

Julio A. Rodriguez
DBE Program Manager
Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE) Certificate of Eligibility

HYATT SURVEY SERVICES INC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26
APPROVED NAICS CODES:
541370

Samuel (Sammy) Febres
DBE & Small Business Development Manager
Florida Department of Transportation
State of Florida

Woman Business Certification

Hyatt Survey Services, Inc.

Is certified under the provisions of 287 and 295.187, Florida Statutes, for a period from:

09/03/2019 to 09/03/2021

Jonathan R. Satter, Secretary
Florida Department of Management Services

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32309
350-487-0915
www.dms.myflorida.com/osd
March 16, 2009

Certified Mail – Return Receipt Requested

Hyatt Survey Services, Inc.
Mr. Russell P. Hyatt
11007 8th Ave. East
Bradenton, FL 34212

ANNIVERSARY DATE – Annually on March 13

Dear Mr. Hyatt:

The Florida Department of Transportation [FDOT] is pleased to announce that your firm is certified under the Florida Unified Certification Program [UCP] as a Disadvantaged Business Enterprise [DBE] in accordance with Part 49 Section 26, Code of Federal Regulations.

DBE certification is continuing, but is contingent upon the firm maintaining its eligibility annually through this office. You will be notified of your annual responsibilities in advance of the Anniversary Date. You must submit the annual AFFIDAVIT FOR CONTINUING ELIGIBILITY no later than the Anniversary Date. Failure to do so will result in immediate action to remove certification.

Only those firms listed in the UCP DBE Directory, are certified by Florida UCP Members. Prime contractors and consultants should verify your firm’s DBE certification status, and identify the work area(s) for which the firm is DBE eligible, through this Directory.

Your firm will be listed in Florida’s UCP DBE Directory which can be accessed via the internet, at http://www.bipincwebapps.com/biznetflorida/ or through The Department’s website at www.dot.state.fl.us/equalopportunityoffice, then select “DBE Directory.”

DBE certification is NOT a guarantee of work, but enables the firm to compete for, and perform, contract work on all USDOT Federal Aid (FAA, FTA and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, sub-consultant or material supplier.
If, at any time, there is a material change, you **must advise this office, by sworn affidavit and supporting documents, within thirty [30] days.** Changes include, but are not limited to, ownership, officers, Directors, management, key personnel, scope of work performed, daily operations, on-going business relationships with other firms or individuals, or the physical location of your firm. After our review, you will receive instructions as to how you should proceed, if necessary. Failure to do so will be deemed a failure, on your part, to cooperate, and will result in immediate action to Remove DBE certification.

Your firm is eligible to compete for, and perform, work on all USDOT Federal Aid projects throughout Florida, and may earn DBE credit for work performed in the following areas:

<table>
<thead>
<tr>
<th>NAICS:</th>
<th>FDOT Specialty Code &amp; Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>541370</td>
<td>946-Land Surveying and Mapping Services</td>
</tr>
</tbody>
</table>

Questions or concerns should be directed to this office by mail or telephone. Our telephone number is (850) 414-4747. Our Fax number is (850) 414-4879

_Sincerely,_

John Goodeman
DBE Certification Manager
FORM 11: CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY. Submission of this form is REQUIRED with bid submittal.

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY
As a matter of bid responsiveness, the bidder must complete, sign, date, and submit this certification statement with its proposal. The bidder must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder hereby certifies that it will comply with 49 USC § 50101 by:
   a) Only installing steel and manufactured products produced in the United States; or
   b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
   c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder agrees:
- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing U.S. domestic products.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

X Bidder hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder with the apparent low bid agrees:
   a) To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
   b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the bid.
   c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
   d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
   e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

REQUIRED DOCUMENTATION
Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility". The required documentation for a Type 3 waiver is:
a) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:
   a) Detailed cost information for total project using U.S. domestic product
   b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

6/2/2020

Date

Signature

AERO BridgeWorks, Inc.

Company Name

Jay Grantham - President

Title

[END OF FORM]
FORM 12: CERTIFICATE OF BUY AMERICAN COMPLIANCE-MANUFACTURED PRODUCTS. Submission of this form with bidder’s bid submittal is REQUIRED.

Certificate of Buy American Compliance for Manufactured Products
As a matter of bid responsiveness, the bidder must complete, sign, date, and submit this certification statement with their bid. The bidder must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (√) or the letter “X”.

Bidder hereby certifies that it will comply with 49 USC § 50101 by:

- a) Only installing steel and manufactured products produced in the United States;
- b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c) Installing products listed as an Exempted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

The bidder hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

REQUIRED DOCUMENTATION
Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product
False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date: 6/2/2020

Signature: [Signature]

Company Name: AERO BridgeWorks, Inc.

Title: President

[END OF FORM]
FORM 13: CERTIFICATION OF BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

Submission of this form with bidder's bid submittal is REQUIRED.

CERTIFICATION OF BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (√) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications
1) The applicant represents that it is [ ] is not (√) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2) The applicant represents that it is [ ] is not (√) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

6/2/2020
Date
AERO BridgeWorks, Inc.
Company Name

Signature
Jay Grantham - President
Title
FORM 14: TRADE RESTRICTION CERTIFICATION
By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror —

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or

3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S.
firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

Signature of bidder:  

[END OF FORM]
RE: Passenger Boarding Bridge Replacement project at Southwest Florida International Airport with AERO Bridgeworks, Inc.

To Whom it May Concern:

Skinner & Company, Inc., as the agent of record for AERO Bridgeworks, Inc., certifies coverage in place meets or exceeds insurance requirements outlined by Lee County Port Authority for Workers Compensation, Employers Liability, General Liability and Automobile Liability. Our markets have the capability of binding and writing a stand-alone project specific Builder’s Risk policy based on the contact price determined as well.

Please feel free to contact our office with any additional questions on coverage or our relationship with the insured.

Respectfully,

Todd Skinner
President
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MONACO, NICHOLAS V
AERO BRIDGEWORKS, INC.
2700 DELK ROAD SE
SUITE 150
MARIETTA GA 30067

LICENSE NUMBER: CGC1528234
EXPIRATION DATE: AUGUST 31, 2022
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.
Qualifications

Since 1999, AERO BridgeWorks, Inc (ABW) has developed into the largest PBB contractor in the country, and has become the leading supplier of airside construction and design services for major airlines, airports, and large contractors. ABW has excellent working relationships with all major fixed ground support equipment suppliers. In fact, ABW has worked closely with many of them to help develop equipment innovations and improvements. With over 80 full-time aviation professionals serving clients needs nationwide and leadership of 245+ years of aviation construction experience, ABW brings unparalleled experience and expertise to this project at Southwest Florida International Airport (RSW) for the Lee County Port Authority to ensure complete satisfaction and continued support for all project stakeholders. Having completed more than 2,000 projects at more than 200 airports across the U.S., AERO BridgeWorks has a vast amount of project experience specific to the procurement, construction, management, installation and commissioning of passenger boarding bridges, including concrete pavement removal and replacement and all other fixed ground support equipment necessary for RSW.

This vast project experience provides extremely valuable insight to the specific and often overlooked challenges to plan, procure, remove, relocate, power, and install these very specialized pieces of equipment and the terminal gate areas being served by them. AERO BridgeWorks is headquartered in Marietta, Georgia and as a nationwide contractor with personnel located throughout the country, ABW is accustomed to travel to projects and team with local subcontractors, vendors and suppliers to engage the local market and ensure a successful and safe project.

ABW far exceeds the minimum bid requirements established in the bid documents from RSW. We are confident we can provide RSW Maintenance, Operations and Engineering a combination of equipment that meets the specifications and that we can achieve the aggressive project schedule.
ABW has a tremendous history in Florida. Since 2011, ABW has completed forty-eight (48) aviation projects in Florida, and a total of twenty-five (25) in just the last five years. The below table is just a sample of some of the airside aviation projects we have successfully completed at Florida airports.

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<tr>
<th>Project</th>
<th>Year</th>
<th>Scope</th>
<th>Location</th>
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<td>PCA Unit Installation (1 Gate)</td>
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<td>MLB</td>
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<td>Passenger Boarding Bridge Replacement (3 Gates)</td>
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<tr>
<td>PLB Replacement with Foundations (2 Gates)</td>
<td>2014</td>
<td>Construction</td>
<td>VPS</td>
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<tr>
<td>Passenger Boarding Bridge Installation (19 Gates)</td>
<td>2014</td>
<td>Construction</td>
<td>FLL</td>
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<tr>
<td>Bag Valet and Baggage Lift Installation (5 Gates)</td>
<td>2015</td>
<td>Construction</td>
<td>MCO</td>
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<tr>
<td>New South Terminal Project (24 Gates)</td>
<td>2016</td>
<td>Construction</td>
<td>MCO</td>
</tr>
<tr>
<td>PBB Removal, Storage and Re-install (3 Gates)</td>
<td>2016</td>
<td>Construction</td>
<td>FLL</td>
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<tr>
<td>Remove and Install Gates 30, 33 and 50</td>
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<td>PBB Replacement Project</td>
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<tr>
<td>PBB Installation Project</td>
<td>2019</td>
<td>Construction</td>
<td>MCO</td>
</tr>
</tbody>
</table>

200 AIRPORTS  | 2,000 PROJECTS  | 15,000 GATES
We are an employee owned company, and no matter what the position or job title, all our staff take extreme pride to exceed our client’s expectations. In addition to being Employee Owned, ABW was voted as the #1 Best Place to Work in all of Atlanta in both 2018 and 2019. Our corporate culture focuses on delivering for our clients, but also ensures our employees are engaged in their work and are proud of what they do.

Jay Grantham, PE, LEED, CCM
President, AERO BridgeWorks

Professional Background

Mr. Grantham has dedicated his career to the aviation construction and contracting industry, specifically focused on managing and supporting large Terminal development programs. As one of the Owners of AERO BridgeWorks, Mr. Grantham provides leadership to project teams, builds relationships with clients and industry partners nationwide and is responsible for pre-construction services and business development. Mr. Grantham is dedicated to ABW’s projects and their success and always looks for avenues to exceed client and project expectations.

Licenses/Certifications:
- Licensed General Contractor and Professional Engineer
- LEED BD+C Accredited
- Certified Construction Manager

Sample of Airports Supported:
ATL, RDU, BNA, MEM, FLL, MIA, RSW, MLB, AGS, DTW, ORD, DCA, IAD, BWI, CLT, ILM, BOS, PSM, MSN, CID, GRR, GRK, LAX, SEA, PSE, MFR, BZM, MSO, SAN, PHX, GSO, AVL

Jason Pearson, PE, MBA
Project Executive

Professional Background

Jason has delivered construction projects working for a general contractor, construction manager, and Airport Authority and brings a deep understanding of what clients are looking for in a successful project. Jason has led many teams, large and small, ranging from field crews to designers at airports across the country for more than 15 years. He knows the importance of coordination among the Owner, Designers, General Contractor, and all project stakeholders. Jason will be the lead executive level point of contact for the project and looks forward to ensuring ABW delivers a safe and successful project for RSW.

Licenses/Certifications:
- Licensed Professional Engineer
- OSHA 30 Certified
- NASCLA Accredited

Sample of Airports Supported:
ATL, RDU, BNA, FLL, MLB, SEA, PSM, BOS, DCA, IAD, BWI, LAX, AVL, RSW, SRQ, MEM
Tim Carruba  
Vice President of Operations  
Professional Background  
Mr. Carruba has over 31 years of experience in the aviation construction industry, specifically focused on fixed ground support equipment, hydrant fueling and ramp services market. Mr. Carruba has built AERO BridgeWorks, Inc. into the largest PBB and ramp services Contractor in the nation. He directs all day-to-day business, oversees project managers, safety coordination, company assets, client relationships and value engineering.

Licenses/Registrations/Certifications:  
- EPA HVAC Universal Certificate  
- Six Sigma  
- Environmental Coordinator

Allan Gray, II  
Project Manager  
Professional Background  
Mr. Gray has over 8 years of professional experience in reviewing and executing contracts, forecasting budgets, developing change orders, reviewing and approving shop drawings, developing punch lists, interpreting contract documents and dealing with closeout documentation procedures. Proficient in managing, coordinating, and inspecting contractor field progress, conducting and participating in contractor/owner meetings, and handling startup testing. Meets all goals and objectives with the use of excellent interpersonal and communication skills as well as strong leadership capabilities.

Licenses/Registrations/Certifications:  
- OSHA 30 Certified  
- AutoCAD  
- Revit and Suretrack

Jeff Bailey  
Construction Operations  
Professional Background  
A dedicated construction operations manager with over 30 years of expertise in the aviation GSE industry. Jeff is responsible for overseeing and managing aviation projects, preserving safety compliance and monitoring day-to-day field operations, all while promoting a positive team environment and superior customer service. Jeff provides oversight and management of on-site ABW and subcontractor operations. He has decades of expertise in passenger boarding bridges, preconditioned air, ground power, ramp striping, foundations, fueling, potable water, battery charging, and aircraft docking systems.

Sample of Airports Supported:  
- ANC, CVG, LEX, SDF, CMH, CLE, BNA, DTW, MKE, PIT, PHL, MCO, FLL, MSP, DAY, IND, SEA, LAX, SFO, SAN, TYS, MEM, MIA, LGA
Mark Martinez

Professional Background
Mr. Martinez has over 29 years of experience in the manufacturing and shipping of passenger boarding bridges across the United States and overseas. Currently managing the installations and refurbishments of PBBs for a variety of clients including airlines and airports. Mr. Martinez has successfully led construction teams and subcontractors to exceed client expectations by meeting contractual goals while also staying within budget.

Sean Quinton

Professional Background
Mr. Quinton is a highly motivated professional, offering a diversified arsenal of management, operations, and business growth experience. He has a proven record of identifying opportunities for program/process improvement and implementing plans to maximize existing resources. Mr. Quinton emphasizes the essential communication component for business growth and profitability. His passionate pursuit of proactive leadership is rooted in accountability, high expectation, and fairness. He also has experience and vast knowledge in the strategic formulas for revenue and profit growth, combined with the tactical experience for ensuring stability and success.

Jonathan Nathan

Professional Background
Jonathan has 2 years of experience in commercial construction, including projects at Hartsfield-Jackson Atlanta International Airport. Having recently completed his master's degree, he is committed to providing excellent service focusing on industry best practices to ensure successful outcomes. As Project Engineer, Mr. Nathan is responsible for submittal data, RFIs, field surveys, subcontractor coordination, invoice and purchase order support, and overall support of the Project Manager.

Wanda Arce

Professional Background
Wanda has 10 years of experience in administrative duties for the airport construction industry and manages 85+ employee security badges across the nation. She ensures all personnel information is accurate and all employee personal identifications are up to date for newly issued/renewal badge processing purposes. She coordinates employees across the nation to comply with all security airport badge requirements and processes all new hire paperwork according to HR guidelines.
City of Atlanta Department Of Aviation – PBB Replacement and Upgrade Project (86 Gates - Phase 1, 30 Gates - Phase 2)
Hartsfield-Jackson Atlanta International Airport – Atlanta, GA (ATL)
The project included replacement of 116 PBBs, 91 400Hz gateboxes, 59 PCA AHUs, 15 POU 400Hz units, eight POU PCA units, building electrical upgrades, central PCA plants, central 400Hz plants, GSE communication buses, and building egress systems across seven concourses. It impacted every gate and every airline operating at the world’s busiest airport.

Scope
- Full site surveys, complete airside, planning and construction
- Renovation, relocation, and upgrades of 116 gate positions
- PBBs and fixed ground support systems
- Construction and installation of terminal doors and structural foundations
- PCA, 400Hz, 28.5VDC
- Terminal electrical/mechanical infrastructure and security access upgrades, including emergency egress modifications

Challenges and Accomplishments
- Met requirements of the Department of Aviation (DOA) and all impacted airlines
- Fast-paced, phased schedule
- Schedule analysis achieved gate flexibility to serve multiple airlines with operational requirements at individual gates simultaneously
- Aircraft parking changes to accommodate new generation PBBs
- Gate construction required significant coordination and phasing to minimize impacts on adjacent gate operations

New Orleans Aviation Board - North Terminal Project (35 Gates)
Louis Armstrong New Orleans International Airport - New Orleans, LA (MSY)

Scope
AERO BridgeWorks was selected by the Construction Management at Risk Joint Venture, Hunt Gibbs-Boh Metro, to procure, furnish and install Passenger Boarding Bridges, PCAs, GPUs and Fixed Walkways for 29 new gates. In addition, 6 existing PBBs, PCAs and GPUs were relocated and cosmetic refurbishment was performed on all 6 gates.

AERO BridgeWork’s contract of approximately $24M is part of MSY’s new $800M Terminal. PBB installation commenced in Spring 2018 and was completed on schedule and within budget.

Challenges and Accomplishments
AERO BridgeWorks reviewed the existing aircraft layout plans and identified ADA, equipment and architectural concerns.

Upon completing an aircraft layout analysis, ABW presented a modified aircraft layout plan which reduced all ADA concerns, expanded the aircraft service fleet and reduced nearly $2M of equipment and fixed walkway sections, plus the associated foundations. The Owner approved the plan and the direct savings, plus the construction schedule savings, was passed on to the Hunt Construction Management Team.
Terminal B Optimization Project (24 Gates)
Boston Logan International Airport - Boston, MA (BOS)
This multi-gate passenger boarding bridge and ancillary equipment installation project is part of a massive Terminal B Optimization Program for MassPort. The contracts include multi-gate GSE removals, relocations and installations and specifically includes GPU equipment. ABW also removed and scrapped the existing PBBs at Terminal B.

Scope
- Renovation, relocation and upgrades of 24 gate positions
- PBBs and fixed ground support systems
- Removal, relocation and installation of new GSE, including GPU equipment
- Multiple contracts with Turner and American
- Furnish and install new fixed walkways
- All ramp striping at Terminal B
- Coordinate changing schedules

Challenges and Accomplishments
- Met requirements of DOA and all impacted airlines
- Fast-paced, phased design schedule
- Schedule analysis achieved gate flexibility to serve multiple airlines with operational requirements at individual gates simultaneously
- Aircraft parking changes to accommodate new generation PBBs
- Gate construction required significant coordination and phasing to minimize impacts on adjacent gate operations

Passenger Boarding Bridge and Aircraft Parking Modernization (25 Gates)
Memphis International Airport - Memphis, TN (MEM)
This project included construction to ultimately consolidate all air carriers from Concourses A, B, and C to a modernized and redeveloped Concourse B. Concourse A and C were to be partially demolished, decommissioned and mothballed.

Scope
- Passenger Boarding Bridges
- PCA
- 400Hz GPU Systems
- Fueling Systems
- Baggage Valets
- Structural Foundations
- Terminal electrical/mechanical infrastructure upgrades

Challenges and Accomplishments
- Completion of project with refurbishing of many existing equipment items
- Obtaining approvals from all airport and airline user groups
- Multiple phases to minimize “throw away” costs while minimizing impact to tenant airlines
- Obtained FAA VALE Grant funding for emissions reductions
Norfolk Airport Authority - Jetbridge Replacement Project  
(17 Gates) - Norfolk International Airport - Norfolk, VA (ORF)

ABW was the prime general contractor on this project, which included the removal of 15 existing passenger boarding bridges and equipment, demolition of existing foundations and surrounding apron. New installation consisted of 17 PBBs and equipment, a fixed walkway, new PC Air and GPU units, new foundations and adjacent concrete apron, new terminal door to accommodate a new PBB location, electrical infrastructure and panels, and moving equipment from normal to emergency power.

Scope
- Removal of 15 existing PBBs, PCA and GPU's
- Supply and install 17 new PBB's, PCAs, GPU's and fixed walkway
- Aircraft PBB, sidewalk, light pole and trench drain modifications
- Demolition/installation of 17 PBB foundations and adjacent concrete apron
- Pedestrian boarding bridge, PCA and GPU monitoring system and associated new communication backbone for the facility

Challenges and Accomplishments
- ABW turned over Gate 18 several weeks ahead of project schedule to accommodate a new airline service at ORF
- ABW worked with Norfolk Airport Authority officials and subcontractors to ensure this turnover happened without issue or interruption to service
- ABW worked closely with the airport to revise the original project phasing. It is anticipated that this will result in final project completion 6-8 months ahead of original schedule.

Terminal Redevelopment Project
Salt Lake City International Airport - Salt Lake City, UT (SLC)

Installation services for the new passenger boarding bridges, as well as all associated GSE equipment for a new terminal complex. This comprised of three buildings: North Concourse West, South Concourse West and South Concourse East.

Scope
- Full site surveys, complete airside construction
- Aircraft parking planning, ramp striping and layouts
- PBBs and related fixed ground support system installation
- 4-pipe central PCA systems with 8,240 ton-hours of thermal storage
- Gate-located PCA and 400Hz systems, baggage valets
- Aircraft docking, RIDS, and GSE charging and monitoring
- Terminal electrical/mechanical infrastructure and security interfaces

Challenges and Accomplishments
- Met requirements of the Department of Aviation (DOA) and airlines
- PCA studies of available systems
- Central PCA systems instrumental in obtaining LEED Gold certification
- Full BIM analysis using REVIT and clash detect
- Phased construction to maintain operations of existing facilities
- Met all applicable SLCIA Airport Authority standards and those of multiple tenants, the FAA, Transportation Security Administration (TSA), and Customs and Border Protection
Boarding Area A Gate Enhancements (14 Gates)
San Francisco International Airport - San Francisco, CA (SFO)

ABW is providing airside construction and installation for this 14-gate, 24 PBB project. The primary focus is to increase the ADG-V and ADV-VI capacity at the international terminal to accommodate the airlines' larger aircraft and plan for future aircraft, such as the B777-9X.

**Scope**
- Complete construction and installation of PBBs and other equipment at 14 gates at the international boarding area
- Phasing planning with stakeholders to maximize construction and minimize gate outages
- Relocation and installation of new PBBs, PCA, 400Hz, potable water cabinets, RIDS, and ADGUs to accommodate gate changes

**Challenges and Accomplishments**
- Coordinated with 3 other projects to minimize impacts on operations and limit gate closures to one at a time
- Reduced construction costs by optimizing passenger boarding flow through fixed walkways instead of adding boarding doors
- Increased GSE efficiency with fixed walkway bridges for vehicles to pass under

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Delta Air Lines - NWA Fleet Integration/Boeing Fleet Winglet Project (440 Gates)
Multiple Hub Cities - MEM, LAX, MSP, DTW & ATL

ABW performed construction, fleet mix/flight schedule analysis, aircraft parking layouts, passenger boarding bridge and related fixed ground support system installation for the integration of the NWA fleet into the Delta Air Lines fleet mix and the Boeing fleet winglet modification.

**Scope**
- Passenger boarding bridges, walkways, Bag valets
- Fleet mix/flight schedule analysis
- Structural foundations
- Preconditioned air, 400Hz 28.5VDC
- Hydrant fueling Docking systems
- CCTV, Wi-Fi Security access upgrades
- Striping/taxi-lane layouts
- Ramp Information Display System (RIDS)

**Challenges and Accomplishments**
- ATL’s study demonstrated this project improved operations, significant fuel usage savings, enhanced customer service and reduced gate delays
- Analysis resulted in an extremely cost-effective approach with the refurbishment/relocation of PBBs, relocation amongst the five hubs, and only required 13 new PBBs to achieve total fleet integration and maximum effective gate usage and flexibility at the 440 hub gates
Passenger Boarding Bridge and Fixed Walkway Project
Raleigh-Durham International Airport - Raleigh, NC (RDU)
ABW is currently completing a one-of-a-kind PBB and fixed walkway project at Raleigh-Durham International Airport. The project includes two side by side, 300 ft long, single sided glass walkways supported on above ground spread frames with a shared column. ABW worked seamlessly with the airport, general contractor and design teams to devise solutions to a number of unique challenges and delivery this exceptional project.

Scope
• PBB and associated GSE removal and installation
• Innovative fixed-walkway installation

Challenges and Accomplishments
• ABW recommended a unique solution for the support connections to allow the walkways to be assembled in the field with only a few inches clearance between them.
• The walkways included above ceiling conduits to accommodate fire alarm, special systems, and sprinklers. ABW provided coordination and expertise to successfully incorporate those systems into the walkway construction.

Passenger Boarding Bridge Replacement Project (2 Gates)
Melbourne Orlando International Airport - Melbourne, FL (MLB)
ABW hired AERO Systems Engineering as a subconsultant designer in this design-build project to replace PBBs, PCAs, and GPUs at Gates 4 and 7. Existing aircraft parking plans were evaluated and ramp striping refreshed. Hurricane tie downs for the PBBs were installed in the apron to help protect the PBBs during strong wind events.

Scope
• Site surveys, verification of airside parking plan
• Refresh of ramp striping
• Replacement of PBBs, PCAs, and GPUs
• Installation of hurricane tie downs
• Installation of cab-mounted bag conveyor

Challenges and Accomplishments
• ABW worked closely with MLB to specify and provide equipment and materials that are most suited for harsh salty environment
• Provided appropriate equipment for the allocated airline at each gate
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<thead>
<tr>
<th>Project</th>
<th>Gate Quantity</th>
<th>Year Completed</th>
<th>PBB Procurement</th>
<th>PCA/GPU Procurement</th>
<th>PBB Installation</th>
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<th>PBB Foundations/Construction</th>
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<th>A/V DGES</th>
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</table>

*AERO Systems Engineering, Inc.
Additional References

1.) Shawn Craig - CPS Atlanta
   (p) 678.749.9443
   (e) scraig@cps-atlanta.com

   Background: Shawn was the Program Manager for ATL and was responsible to oversee the two-phased Gate PBB Replacement Program. This was the largest PBB/GSE replacement in United States history and AERO BridgeWorks was the Prime General Contractor.

2.) Jerry Sheets - AECOM Hunt
   (p) 504.715.2544
   (e) jerry.sheets@aecom.com

   Background: Mr. Sheets is a Senior Vice President with Hunt AECOM. Jerry has a very long relationship with several people at ABW, including President Jay Grantham, Vice President/Project Executive Jason Pearson and Project Manager Allan Gray. Jerry lead Hunt Construction efforts at MSY Airport and prior to that lead large Terminal programs at RDU, Abu Dhabi and others.

3.) James Hay - MSCAA
   (p) 901.922.8224
   (e) JHay@flymemphis.com

   Background: Mr. Hay is Head of Development at MEM Airport and oversees the current MEM Concourse B Optimization Program. James has a long relationship with several people at ABW. ABW is a Prime General Contractor to MEM completing all hydrant fueling, PBB foundations, paving and PBB/GSE installations at Concourse B. Similar to this project at RSW, please note that AERO Systems Engineering was the engineer of record for this project working directly for MEM Airport Authority. AERO BridgeWorks submitted on the public low-bid project and saved MEM a significant amount of money during the procurement.

4.) Jeffery Bass - Norfolk Airport Authority
   (p) 757.857.3351
   (e) jbass@norfolkairport.com

   Background: Jeff works as a Senior Leader for Norfolk Airport Authority and, among many other tasks, is responsible to oversee the multi-year 17-Gate PBB Replacement Program. This includes PBB/GSE, foundations, paving, building infrastructure and ramp striping. AERO BridgeWorks is currently the Prime General Contractor and the project is anticipated to complete later this year.

5.) Vincent DelNero - Parsons
   (p) 919.840.5280
   (e) vin.delnero@parsons.com

   Background: ABW and Vincent have a long history, dating back to early 2000's when personnel from ABW worked with Vin on the $700M RDU Terminal 2 Terminal Expansion. Recently, ABW has submitted on two separate low-bid public procurements at RDU and were awarded both projects. Vin was responsible for the oversight and management of these two projects. Similar to this project at RSW, please note that AERO Systems Engineering was the engineer of record for both of these projects at RDU and AERO BridgeWorks submitted on the public low-bid project and was awarded the project by RDUAA.
Technical Submittals

JBT materials will go here.
To: Bid Review Board  
Southwest Florida International Airport

We are sending you the following:

<table>
<thead>
<tr>
<th>Description</th>
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<td>Contract Drawings</td>
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<td>Project Submittal</td>
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<td>Contract</td>
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<td>Compact Discs</td>
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For information purposes, specified equipment submittals are included. Contents of this package are confidential.

These are as checked below.

- For Approval
  - Please Return ( ) Copies
  - Approved
  - Resubmitted for Approval
  - Please Return ( ) Prints
  - Approved as Noted
  - Disapproved - RESUBMIT
  - Please Return ( ) Corrected Copies
  - For Your Signature ✓ For Your Use

Remarks:

cc: Jay Grantham

By: Jonathan Nathan

This submittal has been prepared and reviewed with intent to comply with the Contract requirements. Should this submittal provide information different than the Contract requirements, and that information is reviewed and returned without significant comment, the Contractor will proceed with reviewer’s approval as superseding the Contract requirements.
B. In the event of conflict between a reference and another reference or this specification, request clarifications. All responses are final, and will be at no additional cost to the Owner.

1.6 SUBMITTALS

A. Bid-Submittals: The following submittals shall be included with bid.
   1. Alternate Configurations per 1.04.G. No alternate mounting configurations, installation or assemblies
   2. Spare Parts List: Provide manufacturer’s recommended spare parts list. Click here
   3. UL Certification per 1.07.E. Click here

B. Pre-Manufacture Submittals: The following submittals shall be made as necessary to meet the project schedule, and shall be submitted and approved prior to manufacturing the Dx POU PCA units.
   1. Product data for selected models including specialties, accessories, and the following:
      a. Direct expansion (Dx) Point-Of-Use (POU) Preconditioned Air (PCA) unit airflow performance curves with system operating conditions indicated; include: airflow vs static pressure and airflow vs blower horsepower.
      b. Manufacturer shall submit performance data of the Dx POU units at the design conditions indicated in this Section. Performance data shall include, but not be limited to, airflow, static pressures, temperatures and humidity levels, at points of significance through the unit and at the aircraft inlet, refrigerant pressures and temperatures at points of significance through the refrigeration circuits, and power requirements of major components as well as entire unit.
      c. Motor ratings and electrical characteristics including motor and fan accessories.
      d. Materials, gauges and finishes.
      e. Dampers, including housings, linkages, and operators.
      f. Air filter manufacturer’s technical product data including dimensions, weights, required clearances and access, flow capacity including initial and final pressure drop at rated airflow, efficiency and test method, fire classification, and installation instructions.
      g. Certification report of airflow test apparatus by an independent third party such as the National Environmental Balancing Bureau (NEBB) or other approved agency.
      h. Dx POU unit airflow control, capacity control and defrost control.
      i. Flexible hoses, clamps, rigid ducts and mounting brackets.
   2. Shop Drawings: Provide schematics and interconnection diagrams, indicate front and side views of enclosures with overall dimensions and weights shown; conduit/cable entrance locations and requirements; and nameplate legends. Differentiate between manufacturer-installed wiring and field-installed connections. Include appurtenances such as hose baskets, ducts, pushbuttons, etcetera.
   3. Installation Details: Provide complete installation details including, without limitation, installation details of all appurtenances. Show installed configuration as well as any pertinent details regarding interface to other equipment and systems, include electrical connection service points.

C. Pre-Ship Submittals: The following shall be submitted and approved prior to shipping Dx POU units to the project site:
   1. Factory Test Reports: Indicate factory tests and results and inspection procedures.

D. Pre-Substantial Completion Submittals: The following submittals shall be submitted and approved prior to 14 days before substantial completion, unless otherwise noted herein.
ITW GSE

3400 PCA

Pre-conditioned air unit - 130 & 210

Quick Swap
Of Cooling Module
ITW GSE is a trustworthy partner designing and optimizing GSE equipment. We have strong expertise within cooling technology and the ITW GSE 3400 PCA is the market's most innovative, reliable and environmentally friendly point-of-use PCA. The 3400 PCA is also the market's only true modular PCA (patented).

The 3400 PCA supplies fresh, clean air into parked aircraft, at carefully monitored temperatures and provides a pleasant atmosphere for the crew and the passengers. It also makes aircraft turn-around faster and more effective.

**DESIGNED FOR ALL KINDS OF AIRCRAFT**
The 3400 PCA is available for bridge- or ground-mounting for aircraft parking positions or hangar applications. It is designed to suit all types of aircraft from the Narrow-Body (Code C: A320) & Wide-Body (Code D: B767) equipped with 1 PCA connector over the Jumbo (Code E: B777) to the Super Jumbo (Code F: A380) equipped with 4 PCA connectors connected to two ITW GSE 3400 PCA 210 units.

The 3400 PCA uses a minimal amount of refrigerant due to micro channel condenser technology and the compact design of the unit. The refrigerant R410A does not degrade the ozone layer at all. The refrigerant further provides reliable operation at high ambient temperatures. The distance between the evaporators and the low air velocity optimize the efficiency of each cooling circuit and prevent condensation drops from moving from one evaporator to the next.

**IMPROVE YOUR ENVIRONMENT AND CUT COST**
The increasing focus on environmental issues means that airports aim to let an external pre-conditioned air unit and a 400 Hz solid-state unit take over the functions of the aircraft APU while the aircraft is parked at the gate. We call this the "Go Green on Ground" concept whereby carbon emission is reduced by approx. 80-85%.

The concept furthermore provides savings on the costly maintenance to the on-board APU, based on hours of operations. For the airports, the "Go Green on Ground" also means a reduction of the noise level to the benefit of the airport personnel, passengers and to surroundings in general.
INNOVATIVE DESIGN
The ITW GSE 3400 PCA is the market's only modular PCA. It is designed around identical cooling modules that are easy to swap by a technician with no special skills and in 20 minutes only. This helps you keep aircraft turn-arounds on schedule. The modular design also means big savings on spare part inventories. All parts (e.g. the self-containing cooling modules, condenser fans, main blower etc.) can be replaced without removing the PCA unit from underneath the passenger boarding bridge.

POWER CONSUMPTION
The 3400 PCA enables limiting of the current drawn. In this way, the PCA does not overload the entire mains supply with blown fuses and aircraft delays as possible consequences. In the event of a later infrastructure upgrade, the current limit can be set to another value allowing the PCA to cool more! The excellent high power factor of > 0.97, means a line current reduction of up to 20% compared to similar PCA units with the same rating. Also, smaller and less costly cables can be used. Add to this the choice of state-of-the-art components that ensures a high performance at the output as well as a low energy consumption. Further reductions on the energy consumption are achieved due to the variable frequency drive (VFD) control of all main parts such as compressors and blowers. Therefore, the life time costs of the ITW GSE 3400 PCA are as low as they can possibly be.

STEPLESS REGULATION
The 3400 design breaks completely new ground by using variable frequency drive technology that gives easy, stepless regulation of the discharge temperature. Therefore, the ITW GSE 3400 PCA units supply exactly the required amount of cold air and not more. They use much less energy than other PCAs that are designed for peak load conditions although these conditions probably only apply for 10-20 days each year. Those PCAs deliver excess capacity for about 80% of the time, wasting lots of expensive energy and creating undesirable emissions. Another advantage of the stepless regulation is less mechanical stress - which boosts reliability and service life and gives you a better return on investment.

OPTIMUM PERFORMANCE ENSURED
The ITW GSE PCA is, as standard, designed with one stage of ePM10 70% filter. The whole internal plenum and stainless steel drain pan can be cleaned in less than 2 hours once the cooling modules have been pulled-out. Afterwards, the evaporators and condensers can be cleaned to optimize the efficiency of the 3400 PCA, which again reduces the whole life costs of the PCA to a minimum.

THE ITW GSE OPERATOR INTERFACE
The ITW GSE operator interface is easy and intuitive. This is your guarantee for correct operation and on-time aircraft departures. The operator only has to press the combined start/stop button. Also, he can monitor various parameters such as temperature and air flow at the display screen. The operator interface is common from one ITW GSE product to another. Therefore, airport staff familiar with one ITW GSE product can easily switch to another as the icons and display are the same. For easy set-up and maintenance purposes, there is a deeper level dedicated for the technician. The software-based control system means that your 3400 PCA can be updated and given additional capabilities in the future, simply by transferring new software from a USB stick.
**SPECIFICATIONS**

**ITW GSE 3400 PCA 130 & 210**

**Input**
- Rectification: 12 pulse
- Line current distortion: < 10% Inrush current: None, softstart
- Power factor: >0.97 at 100% load

**Output**
- Discharge air temperature: Subzero, depending on ambient temperature, relative humidity and air flow

**Environmental data**
- Operating temperature: -30°C to +50°C (-22°F to +122°F)
- Relative humidity: 10-100%, non-condensing
- Noise level: < 85 dB(A) at 4.6 m
- IP class: IP54 (Electronic part)

**Miscellaneous**
- MTTR: Typically 20 minutes
- Refrigerant: R410A
- Construction: Welded, anti-corrosive coated steel frame

**Directive conformity**
- UL 1995 480 V version, only
- 2004/108/EC EMC Directive
- 2006/95/EC LVD Directive
- 2006/42/EC Machinery Directive

**Conformity by complying with**
- ETL listing 480 V version, only
- EN61000-6-2 EMC - immunity standard
- EN61000-6-4 EMC - emission standard
- EN62040-1-1 LVD safety standard
- EN61558-2-6 General & safety requirement
- 1915-1&2 Machinery - general safety requirement
- 12312-17 Aircraft ground support equipment, specific requirements

**The 3400 PCA is equipped with the following features**
- Stepless regulation via VFD on main blower & compressors
- Quick swap of cooling module: only takes 20 minutes
- Internal ducts made of stainless steel
- Smoke detector
- Measure of outlet pressure and air flow
- Air temperature sensors (discharge and inlet)
- 2 pressure and 3 temperature sensors as well as 1 sight glass on each refrigerant circuit
- Micro channel condensers (sea water resistant aluminium)
- "ePMI0 70%" filtration including clogging alarm
- Remote control station with display and single communication cable
- Internal 14" damper of the second outlet
- Special condenser coating
- TCP/IP interface via RJ45 port
- Fast evaporator de-icing

**Available standard options**
- Cabin sensor
- Feet for ground mounted units
- RS485 port with Modbus/Jbus protocol
- ITW GSE Service Tool
- Colour: RAL 7035 (standard) or any other RAL colour on an optional basis
- Heater with overtemp. protection

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Specifications are subject to change without prior notice.

It's all about connections
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<td>AP-AE2014</td>
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<td>AP-AE2013</td>
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<td>AP-AE2009</td>
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<td>KO4378</td>
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This authorizes the application of the Certification Mark(s) shown below to the models described in the Product(s) Covered section when made in accordance with the conditions set forth in the Certification Agreement and Listing Report. This authorization also applies to multiple listee model(s) identified on the correlation page of the Listing Report.

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Applicant: ITW GSE ApS
Manufacturer: ITW GSE ApS

Address: Smedebakken 31-33
Country: Denmark
Contact: Ronni Azulay
Phone: Phone: +45 63 18 60 00
FAX: NA
Email: ra@itwgse.com

Party Authorized To Apply Mark: Same as Manufacturer

Control Number: 5004933

Authorized by: Ulla-Pia Johansson-Nilsson for Dean Davidson, Certification Manager

This document supersedes all previous Authorizations to Mark for the noted Report Number.

Intertek Testing Services NA Inc.
545 East Algonquin Road, Arlington Heights, IL 60005
Telephone 800-345-3851 or 847-439-5667 Fax 312-283-1672

Heating And Cooling Equipment <Expires: 30Nov2022> [CSA C22.2#236:2011 Ed.4]

Product: Air-conditioner with optional electric heat.
Models: GSE3400 PCA 210; GSE3400 PCA 130
passenger loading bridge. The intent is to eliminate site welding/painting after final factory painting.

G. The manufacturer shall be a qualified source, who has been regularly engaged in the engineering, manufacturing and installation of commercial aviation PBB equipment and components for a minimum of ten (10) years and with a minimum of one hundred (100) units installed in the United States.

H. Qualified manufacturers and installers will have completed no less than three (3) jobs of similar size and scope within the last five (5) years.

I. The manufacturer shall have proven technical capabilities and adequate manufacturing facilities together with sufficient financial depth and stability to permit prompt and satisfactory execution of the contract.

J. Manufacturers are required to satisfy all requirements of this specification. Should the Manufacturer desire to deviate from any portion, either because the specification is in error, violation of any law or regulation, or is in need of modification to permit a more satisfactory functional and economical design, they must submit a written request for such deviation. The Manufacturer shall not contract, purchase or cause to be delivered, equipment which does not meet all requirements of this document as specified, without obtaining prior written approval.

K. The Manufacturer shall be responsible for verifying installation locations and methods and shall notify the Engineer of any conflicts or code violations prior to manufacture of the PBB units. Verifications shall include field verifications of terminal building heights, appurtenances and finishes, including terminal doors; electrical, mechanical, special systems, and communications interfaces; as well as PBB and walkway foundation locations, rotations, elevations and bolt details. Modifications to eliminate conflicts or code violations will be coordinated with and approved by the Engineer. Modifications shall be made at no additional cost to the Owner.

L. The Manufacturer shall furnish and install all necessary equipment to provide a complete, operable and maintainable unit.

M. Should alternate mounting configurations or physical attributes, other than those specified herein, or indicated on the project drawings, be proposed, manufacturers shall submit alternates for approval prior to bid date. Alternate mounting, configurations, or equipment attributes shall be provided at no additional cost to the Owner.

N. EMI/RFI: Unit shall be designed so as not to affect aircraft radio/navigation equipment. It shall be applicable throughout the entire aircraft radio frequency range. Provisions shall be designed into the unit to protect it from voltage fluctuations which might result from the operation of aircraft radio frequency equipment.

O. The equipment and its accessories shall be designed and constructed with reliability of operation a primary consideration. The minimum reliability design requirement is that the equipment be designed to operate between periodic preventative maintenance periods of 300 operating hours or six weeks, whichever occurs first. The above interval does not apply to components in those cases where the component manufacturer recommends more frequent maintenance intervals.

1.5 SUBMITTALS

A. Drawings, sketches, details, and materials shall be submitted in the English language, with United States Units, including dimensions, volumes, weights, and forces. The use of the metric or SI units is not acceptable.

B. **Bid-Submittals:** The following submittals shall be included with bid.
   1. **Alternate Configurations per 1.04.L.** No alternate mounting configurations, installation or assemblies
   2. NFPA 415 certificates and manufacturer's compliance statement per 1.12.C.9. Click here
3. Spare Parts List: Provide manufacturer's recommended spare parts list. Spare parts list shall include Owner applicable pricing. Spare parts pricing shall remain valid for two (2) years from the date of final completion. Click here

4. Proposed PBB models with manufacturer's standard cut sheets for proposed models. Click here

5. Foundation loads for each passenger boarding bridge model proposed. Click here

6. UL/ETL Certification per 106.6.C. Click here

C. Pre-Manufacture Submittals: The following submittals shall be made as necessary to meet the project schedule, and shall be submitted to and approved prior to manufacturing the PBB units.

1. The manufacturer shall submit shop drawings, technical specifications, and descriptive product data for review and approval. An index prepared in chronological order listing drawings, sketches, details, and material submitted shall be provided.

2. Product data for selected models including specialties, accessories, and the following:
   a. Critical design items related to the human factors including operation and maintenance shall be addressed with Shop Drawing and shall include, but not be limited to:
      1) General:
         a) General Arrangement drawings to include dimensions
         b) General Erections drawings to include dimensions
      2) Interior Finishes:
         a) Interior scheme of each type
         b) Transition details
         c) Wall finish attachment
         d) Light fixture details and layout
         e) Joint details
         f) Interior Finishes
         g) Carpet edging details, including, lines of demarcation between carpeted and hard surfaced floor at wall areas and treatment at doors and thresholds
      3) Exterior Configurations:
         a) General bridge layout
         b) Exterior sketch of each type
         c) Graphics
         d) Paint finishes
         e) Handrails
         f) Flashing (terminal to passenger loading bridge)
         g) Flashing (terminal to fixed walkway)
         h) Flashing (fixed walkway to passenger loading bridge)
         i) Flashing (bridge segments)
         j) Cab door seal
         k) Ramp Service Stairway
      4) Cab:
         a) Operator's cone of visibility
         b) Control panel location and functional layout with labeling.
         c) View panels
Jetway® Glass & Steel Truss
Passenger Boarding Bridges

JBT - FOR THE PERFECT TURN
Glass & Steel Truss Bridge Technical Specifications

General Arrangements

The JBT® Glass and Steel Truss Apron Drive Bridges are designed to extend from an elevated terminal departure lounge doorway to the aircraft boarding door enabling passengers to walk between the two protected from atmospheric conditions, aircraft engine blast, and blown dust. The Apron Drive Bridge consists of the following (in order progressing from the terminal towards the aircraft):

A. Rotunda and Corridor
B. Tunnel Sections
C. Drive Column
D. Service Door, Landing
E. Cab Bubble, Cab, and Aircraft Closure

Models

JBT® offers a number of Glass and Steel Truss Apron Drive Bridge models. Models can be grouped into two categories:

A. Two-Tunnel
B. Three-Tunnel

Bridge models can dock to any commercial jet aircraft in operation today. The elevation of the rotunda (to match the height of the terminal departure doorway) and other factors affect the ability of any one bridge model to most appropriately serve a desired aircraft mix. For this reason, we suggest you discuss this matter with your JBT® Representative.

Bridge models are determined by the measured length of the bridge from the center of the rotunda to the end of the cab spacer at full retraction and full extension. The AT2 46/65 model, for example, is a two tunnel Apron Drive measuring 46 feet at full retraction and 65 feet at full extension.

Two-Tunnel Models:

<table>
<thead>
<tr>
<th>Model</th>
<th>Fully Extended</th>
<th>Fully Retracted</th>
<th>Travel</th>
<th>Operational Extension*</th>
<th>Operational Retraction*</th>
</tr>
</thead>
<tbody>
<tr>
<td>AT2 41/55</td>
<td>55.000' (16.764m)</td>
<td>40.104' (12.224m)</td>
<td>14.496' (4.418m)</td>
<td>40.236' (12.264m)</td>
<td>32.302' (9.846m)</td>
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<tr>
<td>AT2 46/65</td>
<td>65.000' (19.812m)</td>
<td>45.104' (13.748m)</td>
<td>19.496' (5.942m)</td>
<td>50.236' (15.312m)</td>
<td>37.302' (11.37m)</td>
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<tr>
<td>AT2 51/75</td>
<td>75.000' (23.860m)</td>
<td>50.104' (15.272m)</td>
<td>24.496' (7.462m)</td>
<td>60.236' (18.360m)</td>
<td>42.302' (12.894m)</td>
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<tr>
<td>AT2 56/85</td>
<td>85.000' (25.908m)</td>
<td>55.104' (16.796m)</td>
<td>29.496' (8.990m)</td>
<td>70.236' (21.408m)</td>
<td>47.302' (14.418m)</td>
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<td>AT2 61/95</td>
<td>95.000' (28.956m)</td>
<td>60.104' (18.330m)</td>
<td>34.496' (10.514m)</td>
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<td>AT2 66/105</td>
<td>105.000' (32.004m)</td>
<td>65.104' (19.844m)</td>
<td>39.496' (11.997m)</td>
<td>90.236' (27.504m)</td>
<td>57.302' (17.466m)</td>
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<tr>
<td>AT2 72/116</td>
<td>116.000' (35.357m)</td>
<td>70.104' (21.673m)</td>
<td>44.496' (13.038m)</td>
<td>101.236' (30.857m)</td>
<td>63.302' (19.294m)</td>
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<tr>
<td>AT2 77/126</td>
<td>126.000' (38.405m)</td>
<td>75.104' (22.917m)</td>
<td>49.496' (14.984m)</td>
<td>111.236' (33.905m)</td>
<td>68.302' (20.818m)</td>
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<tr>
<td>AT2 82/136</td>
<td>136.000' (41.453m)</td>
<td>80.104' (24.211m)</td>
<td>54.496' (16.610m)</td>
<td>121.236' (36.953m)</td>
<td>73.302' (22.342m)</td>
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<tr>
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<td>147.000' (44.806m)</td>
<td>85.104' (25.654m)</td>
<td>59.496' (18.134m)</td>
<td>132.236' (40.306m)</td>
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Three-Tunnel Models:

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<th>Model</th>
<th>Fully Extended</th>
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<th>Travel</th>
<th>Operational Extension*</th>
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<td>AT3 42/70</td>
<td>70.629' (21.528m)</td>
<td>41.015' (12.501m)</td>
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<td>85.629' (26.100m)</td>
<td>46.015' (14.025m)</td>
<td>38.614' (11.770m)</td>
<td>70.766' (21.569m)</td>
<td>38.713' (11.800m)</td>
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<td>AT3 52/100</td>
<td>100.629' (30.672m)</td>
<td>51.015' (15.549m)</td>
<td>48.614' (14.818m)</td>
<td>85.766' (26.141m)</td>
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<td>116.629' (35.549m)</td>
<td>57.015' (17.378m)</td>
<td>58.614' (17.866m)</td>
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<td>AT3 61/127</td>
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<td>60.515' (18.445m)</td>
<td>65.614' (19.999m)</td>
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<td>133.629' (40.730m)</td>
<td>64.015' (19.512m)</td>
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<td>150.629' (45.912m)</td>
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<td>78.614' (23.962m)</td>
<td>135.766' (41.381m)</td>
<td>63.713' (19.420m)</td>
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Dimensions are measured from the center of the rotunda to the center of the cab pivot.

Design Parameters

Dimensional Characteristics: Minimum dimensions for all two-tunnel and three-tunnel Apron Drive Bridges:

- **Rotunda Interface**
  - Width: 4'4" (1.32m)
  - Height: 7'7" (2.31m)

- **Tunnels (Minimum "A" tunnel only)**
  - A. Floor Width: 4'10" (1.47m)
  - B. Interior Height: 7'0" (2.13m)
  - C. Interior Tunnel Ramp Width: 4'5" (1.35m)
  - D. Interior Cab Width: 10'2" (3.10m)

- **Cab Weather Door**
  - Width: 3'7" (1.09m)
  - Height: 7'8" (2.34m)

Service Door, Landing, and Stairs

A service door, landing, and stairs are situated at the end of the bridge to provide apron access. The right hand side of the cab bubble is standard. Other locations are available.

- A. Right-hand side of cab bubble (standard)
- B. Left-hand side of cab bubble
- C. Right-hand side of outboard telescoping tunnel aft of cab bubble
- D. Left-hand side of outboard telescoping tunnel aft of cab bubble

Self-Adjusting Stair Risers:

- Minimum Tread: Width 2'4" (0.71m)
- Minimum Tread: Depth 9.5" (0.24m)
- Clear Width Between Handrails: 2'8" (0.81m)
- Door Opening: Width 2'6" (0.76m)
- Height 6'7" (2.01m)
- Landing Illumination: Outdoor Rated

Operational Characteristics

- Rotunda swing: 175° (87.5° ccw/87.5° ccw of centerline)
- Cab rotation: 125° (92.5° ccw/32.5° ccw) (optional 185° available)
- Cab rotation speed: 145°/min.
- Vertical rate of travel/lift: 3.5'/min. (1.09m /min.)
- Horizontal rate of travel: 0 to 90° /min. (0-27m/min.)

Environmental Characteristics

Bridge operations at temperatures from -40°F (-40°C) to 125°F (52°C) (May require selection of certain optional equipment.)
**Interior Finish Characteristics (Standard)**

Wall: Laminated phenolic plastic panels — 5'0" (1.52m) wide
Ceiling: Aluminum Planks — 0.032" (0.8mm) thick
Tunnel Floors: Carpeted and rubber flooring
Cab Floor: Ribbed Rubber — 0.188" (4.8mm) thick
Sub Floor: Marine Grade Plywood—0.75" (19mm) thick
Insulation: 1" (25mm) fiberglass above the ceiling (additional insulation available)

**Interior Finish Options**
- Steel Subfloors
- Aluminum Cab Floor
- Full Insulation R-14
- Floor Coverings

**Exterior Finish Options**
- Steel Panels
- Aluminum Panels
- Glass
- Galvannealed Panels
- 3 coat zinc prime system

**Painting**
Base: One coat, Sherwin Williams High Build Epoxy Primer 6 to 10 mils dry film thickness (DFT)
Finish: One coat, Sherwin Williams High Polane Polyurethane topcoat 2 to 3 mils DFT
Minimum total DFT: 8 mils

**Communications**
Quantity of 3, CAT-6, 4-pair, 24 AWG communication cables with one routed to the Phone J-Box located on the left side of the control console and a 12-pair, 22 AWG, twisted, shielded cable, all standard on a JBT* Passenger Boarding Bridge. Other communication cables installed as required.

**Additional Features**
- Touch screen or push button control
- Point N' Go™ Steering
- PLC Control Based
- Fully welded roof seams
- Open Truss design (No wall board)
- Auto Positioning

**Codes and Standards**
The Glass and Steel Truss Apron Drive Bridge is designed to meet or exceed codes and regulations as adopted by the passenger boarding bridge industry. The JBT* Passenger Boarding Bridges have been ETL & cETL listed by a third party testing facility to meet NFPA 415, ANSI/UL-325, CAN/CSA C22.2 No. 247 and CE.

**Structural:**
- American Institute of Steel Construction (AISC) and American Welding Society (AWS).

**Material:**
- Structural Steel Plate and Shapes: ASTM-A36, ASTM-A514
- Hinge Pins: A51-C1018
- Steel Tube: ASTM-A36, ASTM-A500
- Bolts-Standard: SAE J429, Grade 5
- Steel Pipe: ASTM-A53-GR.B
- Bolts-Hi Strength: SAE J429, Grade 8
- Steel Sheet: ASTM-A1011

**Code Compliance:** SAE, ASME, NFPA, AIA, NEMA, and NEC.

**Electrical Characteristics/Power Requirements**
Operates on 480VAC, 3-phase, 60Hz, 4 wire, 380VAC, 3-phase, 50Hz, 5 wire, and 600VAC, 3-phase, 60Hz, 4 wire. 480VAC and 600VAC are transformed down to 240V/120VAC for lighting and control circuits. 380VAC systems use 240VAC for lighting and control circuits.

**Interior Lighting:** 6" x 4' Low Profile LED Light.

**Exterior Lighting:** Three floodlights illuminate the apron and wheel bogie areas. A sealed dual fluorescent tube 4'0" fixture illuminates the cab/aircraft interface area.
JBT® is the leading provider of solutions to comfortably and safely transfer passengers between terminal building and aircraft.

Each Jetway® Glass and Steel Truss Apron Drive Bridge is customized and manufactured per our customer’s specifications.
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Applicant: John Bean Technologies Corporation
Manufacturer: John Bean Technologies Corporation
Address: 1805 W. 2550 S.
              Ogden, UT 84401
Address: 3100 S. Pennsylvania Ave.
              Ogden, UT 84401
Country: USA
Country: USA
Contact: Preston Murray
Contact: Gordon Ferris
Phone: (801) 629-3311
Phone: (801) 629-3267
FAX: (801) 629-3288
Email: Preston.murray@jbtc.com
       Gordon.ferris@jbtc.com
Party Authorized To Apply Mark: Same as Manufacturer
Report Issuing Office: Dallas, TX
Control Number: 70332
Authorized by: [Signature]

Intertek Testing Services NA Inc.
545 East Algonquin Road, Arlington Heights, IL 60005
Telephone 800-345-3851 or 847-439-5667 Fax 312-283-1672

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Intertek Testing Services NA Inc.
545 East Algonquin Road, Arlington Heights, IL 60005
Telephone 800-345-3851 or 847-439-5667 Fax 312-283-1672

Standard(s):
CSA C22.2#247 Issued: 2014/07/01 Operators and Systems of Doors, Gates, Draperies, and Louvres
Door, Drapery, Gate, Louver, And Window Operators And Systems [ANSI/CAN/UL 325:2017 Ed.7]

Product: Apron-style Passenger Boarding Bridges
Models: A2, A3, AT2, AT3

ATM for Report 524674
Page 1 of 1
ATM Issued: 30-Sep-2019
ED 16.3.15 (20-Apr-17) Mandatory
This authorizes the application of the Certification Mark(s) shown below to the models described in the Product(s) Covered section when made in accordance with the conditions set forth in the Certification Agreement and Listing Report. This authorization also applies to multiple listee model(s) identified on the correlation page of the Listing Report.

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Applicant: John Bean Technologies Corporation

Manufacturer: John Bean Technologies Corporation

Address: 3100 Pennsylvania Ave
Ogden, Utah 84401
Country: USA
Contact: Gordon Ferris
Phone: (801) 629-3267
FAX: (801) 629-3288
Email: gordon.ferris@jbtc.com

Party Authorized To Apply Mark: Same as Manufacturer

Report Issuing Office: Dallas, TX

Control Number: 70332

Authorized by: [Signature]
for Dean Davidson, Certification Manager

This document supersedes all previous Authorizations to Mark for the noted Report Number.

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Intertek Testing Services NA Inc.
545 East Algonquin Road, Arlington Heights, IL 60005
Telephone 800-345-3851 or 847-439-5667 Fax 312-283-1672

Standard(s):


Product: Passenger Boarding Walkways

Brand Name: Jetway® and Jetwalk®

Models: J-25-BB (J-XX--YY)
XX- represents centerline length in ft
YY- represents the width and height (alphanumeric code)
Listing Section(s): PASSENGER BOARDING BRIDGES AND WALKWAYS

CSI Code: 34 77 13 Passenger Boarding Bridges

Description:
Product: Jetway® Corrugated Passenger Boarding Bridges;
Jetwalk® Passenger Boarding Walkways

Description: Corrugated apron-style passenger boarding bridges, and corrugated fixed passenger boarding walkways for loading and unloading passengers to and from aircraft.

Models: Passenger Boarding Bridges: Models A2 and A3;
Passenger Boarding Walkways: Model J;
Cab Section only: for Models A2 and A3

Ratings: Meets applicable fire performance requirements of NFPA 415-2016 Edition, Chapter 6
Party(s) Authorized by Manufacturer To Apply Mark:
John Bean Technologies Corporation
3100 S Pennsylvania Avenue

Ogden, UT 84401,
Gordon Ferris
801-629-3267

gordon.ferris@jbtc.com

Party(s) Authorized by Other Parties To Apply Mark:
None
Note: Px, Py, Mx, and My can be either (+) or (-)

Program Revision 1.8

Jetway Systems makes no representation nor provides any guarantee as to the suitability or conditions of any foundation that is intended to be used to support the passenger boarding bridge(s)
LOAD ANALYSIS FOR APRON DRIVE
ASSUMPTIONS

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Code:</td>
</tr>
<tr>
<td>Risk Category</td>
</tr>
</tbody>
</table>

**Wind**

<table>
<thead>
<tr>
<th>Analysis Method</th>
<th>Exposure Category</th>
<th>Directionality Factor (K_d)</th>
<th>Topographic Factor (K_21)</th>
<th>Velocity pressure exposure coefficient (K_i)</th>
<th>Wind Pressure (Operational)</th>
<th>Wind Pressure (Stowed)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>12.5 PSF (80 mph)</td>
<td>46.5 PSF (154 mph)</td>
</tr>
</tbody>
</table>

**Seismic**

<table>
<thead>
<tr>
<th>Seismic importance factor (le)</th>
<th>Analysis method</th>
<th>Sds</th>
<th>Response modification factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>0.058</td>
<td>2</td>
</tr>
</tbody>
</table>

Equivalent lateral force (12.8)

**General Assumptions**

1. Wind and seismic forces are applied perpendicular to the walkway.

2. Loads can be positive or negative.

3. The extended condition is when the bridge is operational.
   - Higher winds than this and the airport closes and the bridges are retracted and stowed.
   - The higher wind load is not applicable when the bridge is in service.

4. PBBs are considered an inverted pendulum structure because more than 50% of the weight of the structure is at the top of the column (ASCE 7-10, Section 11.2).
   - Per ASCE 7-10, Table 15.4-2 (page 143), R=2 for inverted pendulum type structures.
LOAD ANALYSIS FOR APRON DRIVE
(STEEL SIDING)
MODEL: AT3-61/127

HEIGHT FROM APRON TO ROTUNDA FLOOR (FT) 13.08

<table>
<thead>
<tr>
<th>LOADING CONDITIONS</th>
<th>LOAD POINT A</th>
</tr>
</thead>
<tbody>
<tr>
<td>AT ROTUNDA COLUMN BASE</td>
<td>Pz</td>
</tr>
<tr>
<td></td>
<td>KIPS</td>
</tr>
<tr>
<td>EXTENDED (OPERATIONAL)</td>
<td></td>
</tr>
<tr>
<td>1. DEAD LOAD (SEE NOTE)</td>
<td>30.0</td>
</tr>
<tr>
<td>2. FLOOR LOAD (40 PSF)</td>
<td>9.0</td>
</tr>
<tr>
<td>3. ROOF LOAD (25 PSF)</td>
<td>7.4</td>
</tr>
<tr>
<td>4. ROOF LOAD/2</td>
<td>3.7</td>
</tr>
<tr>
<td>5. WIND LOAD (12.5 PSF)</td>
<td>0.0</td>
</tr>
<tr>
<td>6. SEISMIC LOAD (Sds = 0.058)</td>
<td>0.0</td>
</tr>
</tbody>
</table>

| RETRACTED (STOWED) |     |        |      |    |     |
| 7. DEAD LOAD (SEE NOTE) | 10.1 | -14.9 | 65.9 | 0.0 | 0.0 |
| 8. ROOF LOAD (25 PSF) | -0.2 | -8.4 | 4.8 | 0.0 | 0.0 |
| 9. WIND LOAD (46.5 PSF) | 0.0 | 0.0 | 435.7 | 2.7 | 0.0 |

ASD Load Combinations for Foundation Design per ASCE 7-10
1. D | 30.0 | 74.7 | 65.9 | 0.0 | 0.0 |
2. D + FL | 39.0 | 104.8 | 79.8 | 0.0 | 0.0 |
3. D + RL | 37.4 | 100.4 | 70.7 | 0.0 | 0.0 |
4. D + 0.75FL + 0.75RL | 42.3 | 116.5 | 79.9 | 0.0 | 0.0 |
5a. D + 0.6W | 30.0 | 74.7 | 327.3 | 3.2 | 0.0 |
5b. D + 0.75L | 30.0 | 74.7 | 100.3 | 6.0 | 0.0 |
6a. D + 0.75FL + 0.75*0.6W + 0.75RL | 42.3 | 116.5 | 208.0 | 2.4 | 0.0 |
6b. D + 0.75FL + 0.75*0.75L + 0.75RL | 42.3 | 116.5 | 105.7 | 0.4 | 0.0 |
7. 0.6D + 0.6W | 18.0 | 44.8 | 210.3 | 3.2 | 0.0 |
8. 0.6D + 0.75L | 18.0 | 44.8 | 73.9 | 0.6 | 0.0 |

NOTE: Px, Mx AND My CAN BE EITHER (+) OR (-)
NOTE: Additional Dead Loads: A Tun = 50 Lbs/ft; B Tun = 50 Lbs/ft; C Tun = 50 Lbs/ft

**HURRICANE TIE DOWN LOAD = 41.1 KIPS - DOUBLE STRAP REQUIRED
**ROTUNDA REQUIRES ROCKET FINS
** MAX TIRE LOAD EXTENDED = 108.8 KIPS MAX TIRE LOAD RETRACTED = 120.3 KIPS

JOB DESCRIPTION: RSW (SW FL Int'l, Ft. Myers, FL), Gate B1, B3 5/28/2020

CONCENTRATED LOADS

<table>
<thead>
<tr>
<th>LOAD (KIPS)</th>
<th>X FT</th>
<th>Y FT</th>
<th>Z FT</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.80</td>
<td>0.00</td>
<td>-11.50</td>
<td>-3.00</td>
</tr>
<tr>
<td>3.10</td>
<td>0.00</td>
<td>5.00</td>
<td>-3.00</td>
</tr>
<tr>
<td>1.50</td>
<td>-9.00</td>
<td>13.00</td>
<td>0.00</td>
</tr>
<tr>
<td>0.60</td>
<td>4.00</td>
<td>5.00</td>
<td>10.00</td>
</tr>
</tbody>
</table>

90 T POU Hobart PCA
180kva Hobart Power Coil
Bag-slide
Cable Hoist
Note: Px, Py, Mx, and My can be either (+) or (-)
Program Revision 1.8

Jetway Systems makes no representation nor provides any guarantee as to the suitability or conditions of any foundation that is intended to be used to support the passenger boarding bridge(s)
LOAD ANALYSIS FOR APRON DRIVE
ASSUMPTIONS

<table>
<thead>
<tr>
<th>Description</th>
<th>ASCE 7-10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Code:</td>
<td></td>
</tr>
<tr>
<td>Risk Category</td>
<td>II</td>
</tr>
</tbody>
</table>

### Wind

<table>
<thead>
<tr>
<th>Analysis Method</th>
<th>Velocity pressure per 27.3.2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exposure Category</td>
<td>C</td>
</tr>
<tr>
<td>Directionality Factor ( (K_d) )</td>
<td>0.85</td>
</tr>
<tr>
<td>Topographic Factor ( (K_{21}) )</td>
<td>1</td>
</tr>
<tr>
<td>Velocity pressure exposure coefficient ( (K_p) )</td>
<td>0.9</td>
</tr>
<tr>
<td>Wind Pressure (Operational)</td>
<td>12.5 PSF (80 mph)</td>
</tr>
<tr>
<td>Wind Pressure (Stowed)</td>
<td>46.5 PSF (154 mph)</td>
</tr>
</tbody>
</table>

### Seismic

| Seismic importance factor \( (I_e) \) | 1 |
| Analysis method                     | Equivalent lateral force (12.8) |
| Sds                                | 0.058 |
| Response modification factor        | 2 |

**General Assumptions**

1. Wind and seismic forces are applied perpendicular to the walkway.

2. Loads can be positive or negative.

3. The extended condition is when the bridge is operational.
   - Higher winds than this and the airport closes and the bridges are retracted and stowed.
   - The higher wind load is not applicable when the bridge is in service.

4. PBBs are considered an inverted pendulum structure because more than 50% of the weight of the structure is at the top of the column (ASCE 7-10, Section 11.2).  
   Per ASCE 7-10, Table 15.4-2 (page 143), R=2 for inverted pendulum type structures.
**LOAD ANALYSIS FOR APRON DRIVE**  
*(SPECIAL LOADS)*  
**MODEL: AT3-58/116**

**HEIGHT FROM APRON TO ROTUNDA FLOOR (FT)**  

13.17

<table>
<thead>
<tr>
<th>Loading Conditions</th>
<th>Pz</th>
<th>Mx</th>
<th>My</th>
<th>Px</th>
<th>Mz</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Extended (Operational)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Dead Load (See Note)</td>
<td>29.1</td>
<td>70.5</td>
<td>65.9</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>2. Floor Load (40 PSF)</td>
<td>8.6</td>
<td>28.3</td>
<td>13.9</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>3. Roof Load (25 PSF)</td>
<td>7.1</td>
<td>24.2</td>
<td>4.8</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>4. Roof Load/2</td>
<td>3.5</td>
<td>12.1</td>
<td>2.4</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>5. Wind Load (12.5 PSF)</td>
<td>0.0</td>
<td>0.0</td>
<td>263.1</td>
<td>5.1</td>
<td>0.0</td>
</tr>
<tr>
<td>6. Seismic Load (Sds = 0.058)</td>
<td>0.0</td>
<td>0.0</td>
<td>46.2</td>
<td>0.8</td>
<td>0.0</td>
</tr>
<tr>
<td><strong>Retracted (Stowed)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Dead Load (See Note)</td>
<td>13.6</td>
<td>0.9</td>
<td>65.9</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>8. Roof Load (25 PSF)</td>
<td>0.7</td>
<td>-4.3</td>
<td>4.8</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>9. Wind Load (46.5 PSF)</td>
<td>0.0</td>
<td>0.0</td>
<td>420.5</td>
<td>4.3</td>
<td>0.0</td>
</tr>
</tbody>
</table>

**ASD Load Combinations for Foundation Design per ASCE 7-10**

<table>
<thead>
<tr>
<th>Combination</th>
<th>Pz</th>
<th>Mx</th>
<th>My</th>
<th>Px</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. D</td>
<td>29.1</td>
<td>70.5</td>
<td>65.9</td>
<td>0.0</td>
</tr>
<tr>
<td>2. D + FL</td>
<td>37.7</td>
<td>98.8</td>
<td>79.8</td>
<td>0.0</td>
</tr>
<tr>
<td>3. D + RL</td>
<td>36.1</td>
<td>94.7</td>
<td>70.7</td>
<td>0.0</td>
</tr>
<tr>
<td>4. D + 0.75FL + 0.75RL</td>
<td>40.8</td>
<td>109.9</td>
<td>79.9</td>
<td>0.0</td>
</tr>
<tr>
<td>5a. D + 0.6W</td>
<td>29.1</td>
<td>70.5</td>
<td>318.2</td>
<td>3.0</td>
</tr>
<tr>
<td>5b. D + 0.7SL</td>
<td>29.1</td>
<td>70.5</td>
<td>98.3</td>
<td>0.5</td>
</tr>
<tr>
<td>6a. D + 0.75FL + 0.75*0.6W + 0.75RL</td>
<td>40.8</td>
<td>109.9</td>
<td>198.3</td>
<td>2.3</td>
</tr>
<tr>
<td>6b. D + 0.75FL + 0.75*0.75L + 0.75RL</td>
<td>40.8</td>
<td>109.9</td>
<td>104.2</td>
<td>0.4</td>
</tr>
<tr>
<td>7. 0.6D + 0.6W</td>
<td>17.4</td>
<td>42.3</td>
<td>197.4</td>
<td>3.0</td>
</tr>
<tr>
<td>8. 0.6D + 0.75L</td>
<td>17.4</td>
<td>42.3</td>
<td>71.9</td>
<td>0.5</td>
</tr>
</tbody>
</table>

**NOTE:** Px, Mx AND My CAN BE EITHER (+) OR (-)

**NOTE:** Additional Dead Loads:  
A Tun = 50 Lbs/ft; B Tun = 50 Lbs/ft; C Tun = 50 Lbs/ft

**HURRICANE TIE DOWN LOAD = 36.5 KIPS - DOUBLE STRAP REQUIRED**

**ROTONDA REQUIRES ROCKET FINS**

**MAX TIRE LOAD EXTENDED = 100.7 KIPS**  
**MAX TIRE LOAD RETRACTED = 107.6 KIPS**

**JOB DESCRIPTION:** RSW, Gate B2, B4, B6, B7, B8, B9, C3, C6, C7, C9, D1, D3, D5, D6  
5/28/2020

**CONCENTRATED LOADS**

<table>
<thead>
<tr>
<th>Load (KIPS)</th>
<th>X FT</th>
<th>Y FT</th>
<th>Z FT</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.00</td>
<td>0.00</td>
<td>-11.40</td>
<td>-3.00</td>
<td>45T POU Hobart PCA</td>
</tr>
<tr>
<td>3.10</td>
<td>0.00</td>
<td>5.00</td>
<td>-3.00</td>
<td>90kva Hobart Power Coil</td>
</tr>
<tr>
<td>1.50</td>
<td>-9.00</td>
<td>13.00</td>
<td>0.00</td>
<td>Bag-slide</td>
</tr>
<tr>
<td>0.60</td>
<td>4.00</td>
<td>5.00</td>
<td>10.00</td>
<td>Cable Hoist</td>
</tr>
</tbody>
</table>
Model AT3-72/150 Apron Drive

Note: Px, Py, Mx, and My can be either (+) or (-)

Program Revision 1.8

Jetway Systems makes no representation nor provides any guarantee as to the suitability or conditions of any foundation that is intended to be used to support the passenger boarding bridge(s).
LOAD ANALYSIS FOR APRON DRIVE
ASSUMPTIONS

<table>
<thead>
<tr>
<th>Description</th>
<th>ASCE 7-10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Risk Category</td>
<td>II</td>
</tr>
</tbody>
</table>

**Wind**

<table>
<thead>
<tr>
<th>Analysis Method</th>
<th>Velocity pressure per 27.3.2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exposure Category</td>
<td>C</td>
</tr>
<tr>
<td>Directionality Factor ($K_d$)</td>
<td>0.85</td>
</tr>
<tr>
<td>Topographic Factor ($K_{ht}$)</td>
<td>1</td>
</tr>
<tr>
<td>Velocity pressure exposure coefficient ($K_s$)</td>
<td>0.9</td>
</tr>
<tr>
<td>Wind Pressure (Operational)</td>
<td>12.5 PSF (80 mph)</td>
</tr>
<tr>
<td>Wind Pressure (Stowed)</td>
<td>46.5 PSF (154 mph)</td>
</tr>
</tbody>
</table>

**Seismic**

| Seismic importance factor (Ie) | 1 |
| Analysis method | Equivalent lateral force (12.8) |
| Sds | 0.058 |
| Response modification factor | 2 |

**General Assumptions**

1. Wind and seismic forces are applied perpendicular to the walkway.

2. Loads can be positive or negative.

3. The extended condition is when the bridge is operational.
   Higher winds than this and the airport closes and the bridges are retracted and stowed.
   The higher wind load is not applicable when the bridge is in service.

4. PBBs are considered an inverted pendulum structure because more than 50% of the weight of the structure is at the top of the column (ASCE 7-10, Section 11.2).
   Per ASCE 7-10, Table 15.4-2 (page 143), R=2 for inverted pendulum type structures.
LOAD ANALYSIS FOR APRON DRIVE
(SPECIAL LOADS)
MODEL: AT3-72/150

HEIGHT FROM APRON TO ROTUNDA FLOOR (FT)

<table>
<thead>
<tr>
<th>Loading Conditions</th>
<th>Pz</th>
<th>Mx</th>
<th>My</th>
<th>Px</th>
<th>Mz</th>
</tr>
</thead>
<tbody>
<tr>
<td>at Rotunda Column Base</td>
<td>KIPS</td>
<td>FT-KIPS</td>
<td>FT-KIPS</td>
<td>KIPS</td>
<td>FT-KIPS</td>
</tr>
<tr>
<td><strong>Extended (Operational)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Dead Load (see note)</td>
<td>33.4</td>
<td>90.1</td>
<td>65.9</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>2. Floor Load (40 PSF)</td>
<td>10.2</td>
<td>35.7</td>
<td>13.9</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>3. Roof Load (25 PSF)</td>
<td>8.4</td>
<td>30.2</td>
<td>4.8</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>4. Roof Load/2</td>
<td>4.2</td>
<td>15.1</td>
<td>2.4</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>5. Wind Load (12.5 PSF)</td>
<td>0.0</td>
<td>0.0</td>
<td>335.3</td>
<td>6.1</td>
<td>0.0</td>
</tr>
<tr>
<td>6. Seismic Load (Sds = 0.058)</td>
<td>0.0</td>
<td>0.0</td>
<td>55.9</td>
<td>0.9</td>
<td>0.0</td>
</tr>
<tr>
<td><strong>Retracted (Stowed)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Dead Load (see note)</td>
<td>9.8</td>
<td>-15.9</td>
<td>65.9</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>8. Roof Load (25 PSF)</td>
<td>-0.2</td>
<td>-8.6</td>
<td>4.8</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>9. Wind Load (46.5 PSF)</td>
<td>0.0</td>
<td>0.0</td>
<td>496.2</td>
<td>2.7</td>
<td>0.0</td>
</tr>
</tbody>
</table>

ASD Load Combinations for Foundation Design per ASCE 7-10

1. D | 33.4 | 90.1 | 65.9 | 0.0 | 0.0 |
2. D + FL | 43.7 | 125.9 | 79.8 | 0.0 | 0.0 |
3. D + RL | 41.8 | 120.3 | 70.7 | 0.0 | 0.0 |
4. D + 0.75FL + 0.75RL | 47.4 | 139.6 | 79.9 | 0.0 | 0.0 |
5a. D + 0.6W | 33.4 | 90.1 | 363.7 | 3.6 | 0.0 |
5b. D + 0.75L | 33.4 | 90.1 | 105.0 | 0.6 | 0.0 |
6a. D + 0.75FL + 0.75*0.6W + 0.75RL | 47.4 | 139.6 | 230.8 | 2.7 | 0.0 |
6b. D + 0.75FL + 0.75*0.75L + 0.75RL | 47.4 | 139.6 | 109.2 | 0.5 | 0.0 |
7. 0.6D + 0.6W | 20.0 | 54.1 | 240.7 | 3.6 | 0.0 |
8. 0.6D + 0.75L | 20.0 | 54.1 | 78.7 | 0.6 | 0.0 |

**Note:** Px, Mx and My can be either (+) or (-)

**Note:** Additional Dead Loads: A Tun = 50 Lbs/ft; B Tun = 50 Lbs/ft; C Tun = 50 Lbs/ft

**Hurricane Tie Down Load = 49.5 KIPS - Double Strap Required**

**Rotunda Requires Rocket Fins**

**Max Tire Load Extended = 124.1 KIPS**

**Max Tire Load Retracted = 137.3 KIPS**

**Job Description:** RSW (SW FL Int'l, Ft. Myers, FL), Gate B5 5/28/2020

**Concentrated Loads**

<table>
<thead>
<tr>
<th>Load (Kips)</th>
<th>X FT</th>
<th>Y FT</th>
<th>Z FT</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.80</td>
<td>0.00</td>
<td>-11.50</td>
<td>-3.00</td>
</tr>
<tr>
<td>3.10</td>
<td>0.00</td>
<td>5.00</td>
<td>-3.00</td>
</tr>
<tr>
<td>1.50</td>
<td>-9.00</td>
<td>13.00</td>
<td>0.00</td>
</tr>
<tr>
<td>0.60</td>
<td>4.00</td>
<td>5.00</td>
<td>10.00</td>
</tr>
</tbody>
</table>

**90T POU Hobart PCA**

**180kva Hobart Power Coil**

**Bag-slide**

**Cable Hoist**
Model AT3-61/127 With 41 (FT) Walkway

CASE 1

LOAD POINT A

Pz
Mz
Py
My
Px

LOAD POINT B

CASE 2

CL UNIT

LOAD POINT A

Pz
Mz
Py
My
Px

Note: Px, Py, Mx, and My can be either (+) or (-)

Program Revision 1.8

Jetway Systems makes no representation nor provides any guarantee as to the suitability or conditions of any foundation that is intended to be used to support the passenger boarding bridge(s)
LOAD ANALYSIS FOR APRON DRIVE
ASSUMPTIONS

<table>
<thead>
<tr>
<th>Description</th>
<th>Code:</th>
<th>ASCE 7-10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Risk Category</td>
<td>IIA</td>
<td>1</td>
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**Wind**

<table>
<thead>
<tr>
<th>Analysis Method</th>
<th>Velocity pressure per 27.3.2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exposure Category</td>
<td>C</td>
</tr>
<tr>
<td>Directionality Factor (K_d)</td>
<td>0.85</td>
</tr>
<tr>
<td>Topographic Factor (K_t)</td>
<td>1</td>
</tr>
<tr>
<td>Velocity pressure exposure coefficient (K_v)</td>
<td>0.9</td>
</tr>
<tr>
<td>Wind Pressure (Operational)</td>
<td>12.5 PSF (80 mph)</td>
</tr>
<tr>
<td>Wind Pressure (Stowed)</td>
<td>46.5 PSF (154 mph)</td>
</tr>
</tbody>
</table>

**Seismic**

| Seismic importance factor \(le\) | 1 |
| Analysis method | Equivalent lateral force (12.8) |
| Sds | 0.058 |
| Response modification factor | 2 |

**General Assumptions**

1. Wind and seismic forces are applied perpendicular to the walkway.

2. Loads can be positive or negative.

3. The extended condition is when the bridge is operational.
   Higher winds than this and the airport closes and the bridges are retracted and stowed.
   The higher wind load is not applicable when the bridge is in service.

4. PBBs are considered an inverted pendulum structure because more than 50% of the weight of the structure is at the top of the column (ASCE 7-10, Section 11.2).
   Per ASCE 7-10, Table 15.4-2 (page 143), R=2 for inverted pendulum type structures.
**LOAD ANALYSIS FOR APRON DRIVE**  
**SPECIAL LOADS**  
MODEL: AT3-61/127  
WITH 41 (FT) WALKWAY (BB)  
CASE #1: WALKWAY AND UNIT CENTERLINES PARALLEL

**HEIGHT FROM APRON TO ROTUNDA FLOOR (FT)**

<table>
<thead>
<tr>
<th>LOADING CONDITIONS AT ROTUNDA COLUMN BASE</th>
<th>LOAD POINT A</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Pz</td>
</tr>
<tr>
<td>EXTENDED (OPERATIONAL)</td>
<td></td>
</tr>
<tr>
<td>1. DEAD LOAD (SEE NOTE)</td>
<td>35.2</td>
</tr>
<tr>
<td>2. FLOOR LOAD (40 PSF)</td>
<td>19.6</td>
</tr>
<tr>
<td>3. ROOF LOAD (25 PSF)</td>
<td>10.4</td>
</tr>
<tr>
<td>4. ROOF LOAD/2</td>
<td>5.2</td>
</tr>
<tr>
<td>5. WIND LOAD (12.5 PSF)</td>
<td>0.0</td>
</tr>
<tr>
<td>6. SEISMIC LOAD (Sds = 0.058)</td>
<td>0.0</td>
</tr>
<tr>
<td>RETRACTED (STOWED)</td>
<td></td>
</tr>
<tr>
<td>7. DEAD LOAD (SEE NOTE)</td>
<td>14.7</td>
</tr>
<tr>
<td>8. ROOF LOAD (25 PSF)</td>
<td>2.8</td>
</tr>
<tr>
<td>9. WIND LOAD (46.5 PSF)</td>
<td>0.0</td>
</tr>
</tbody>
</table>

ASD Load Combinations for Foundation Design per ASCE 7-10

<table>
<thead>
<tr>
<th>Combination</th>
<th>Pz</th>
<th>Mx</th>
<th>My</th>
<th>Px</th>
<th>Mz</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. D</td>
<td>35.2</td>
<td>43.3</td>
<td>65.9</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>2. D + FL</td>
<td>54.8</td>
<td>14.5</td>
<td>79.8</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>3. D + RL</td>
<td>45.6</td>
<td>52.4</td>
<td>70.7</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>4. D + 0.75FL + 0.75RL</td>
<td>57.7</td>
<td>28.5</td>
<td>79.9</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>5a. D + 0.6W</td>
<td>35.2</td>
<td>43.3</td>
<td>406.5</td>
<td>6.0</td>
<td>24.7</td>
</tr>
<tr>
<td>5b. D + 0.7SL</td>
<td>35.2</td>
<td>43.3</td>
<td>101.8</td>
<td>0.7</td>
<td>0.6</td>
</tr>
<tr>
<td>6a. D + 0.75FL + 0.75*0.6W + 0.75RL</td>
<td>57.7</td>
<td>28.5</td>
<td>223.9</td>
<td>3.3</td>
<td>5.0</td>
</tr>
<tr>
<td>6b. D + 0.75FL + 0.75*0.7SL + 0.75RL</td>
<td>57.7</td>
<td>28.5</td>
<td>106.8</td>
<td>0.5</td>
<td>0.5</td>
</tr>
<tr>
<td>7. 0.6D + 0.6W</td>
<td>21.1</td>
<td>26.0</td>
<td>231.6</td>
<td>4.4</td>
<td>6.6</td>
</tr>
<tr>
<td>8. 0.6D + 0.7SL</td>
<td>21.1</td>
<td>26.0</td>
<td>75.4</td>
<td>0.7</td>
<td>0.6</td>
</tr>
</tbody>
</table>

**NOTE:** Pz, Mx AND My CAN BE EITHER (+) OR (-)

**NOTE:** Additional Dead Loads:  
A Tun = 50 Lbs/ft; B Tun = 50 Lbs/ft; C Tun = 50 Lbs/ft

**HURRICANE TIE DOWN LOAD = 41.1 KIPS - DOUBLE STRAP REQUIRED**

**ROTUNDA REQUIRES ROCKET FINS**

**MAX TIRE LOAD EXTENDED = 107.2 KIPS**  
**MAX TIRE LOAD RETRACTED = 119.4 KIPS**

**JOB DESCRIPTION:** RSW (SW FL Int'l, Ft. Myers, FL), Gate C1  
5/28/2020

**CONCENTRATED LOADS**

<table>
<thead>
<tr>
<th>LOAD (KIPS)</th>
<th>X FT</th>
<th>Y FT</th>
<th>Z FT</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.00</td>
<td>0.00</td>
<td>-11.40</td>
<td>-3.00</td>
</tr>
<tr>
<td>3.10</td>
<td>0.00</td>
<td>5.00</td>
<td>-3.00</td>
</tr>
<tr>
<td>1.50</td>
<td>-9.00</td>
<td>13.00</td>
<td>0.00</td>
</tr>
<tr>
<td>0.60</td>
<td>4.00</td>
<td>5.00</td>
<td>10.00</td>
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</table>
CASE #2: WALKWAY AND UNIT CENTERLINES PERPENDICULAR

HEIGHT FROM APRON TO ROTUNDA FLOOR (FT) 13.17

<table>
<thead>
<tr>
<th>LOADING CONDITIONS AT ROTUNDA COLUMN BASE</th>
<th>Pz</th>
<th>Mx</th>
<th>My</th>
<th>Px</th>
<th>Mz</th>
</tr>
</thead>
<tbody>
<tr>
<td>EXTENDED (OPERATIONAL)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. DEAD LOAD (SEE NOTE)</td>
<td>35.2</td>
<td>73.6</td>
<td>96.2</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>2. FLOOR LOAD (40 PSF)</td>
<td>19.6</td>
<td>30.1</td>
<td>72.8</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>3. ROOF LOAD (25 PSF)</td>
<td>10.4</td>
<td>25.7</td>
<td>21.4</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>4. ROOF LOAD/2</td>
<td>5.2</td>
<td>12.8</td>
<td>10.7</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>5. WIND LOAD (12.5 PSF)</td>
<td>0.0</td>
<td>0.0</td>
<td>285.3</td>
<td>5.3</td>
<td>0.0</td>
</tr>
<tr>
<td>6. SEISMIC LOAD (Sds = 0.058)</td>
<td>0.0</td>
<td>0.0</td>
<td>50.6</td>
<td>1.0</td>
<td>0.9</td>
</tr>
<tr>
<td>RETRACTED (STOWED)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. DEAD LOAD (SEE NOTE)</td>
<td>14.7</td>
<td>-18.6</td>
<td>96.2</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>8. ROOF LOAD (25 PSF)</td>
<td>2.8</td>
<td>-8.4</td>
<td>21.4</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>9. WIND LOAD (46.5 PSF)</td>
<td>0.0</td>
<td>0.0</td>
<td>438.5</td>
<td>2.7</td>
<td>0.0</td>
</tr>
</tbody>
</table>

ASD Load Combinations for Foundation Design per ASCE 7-10

1. D 35.2 73.6 96.2 0.0 0.0
2. D + FL 54.8 103.7 169.1 0.0 0.0
3. D + RL 45.6 99.3 117.7 0.0 0.0
4. D + 0.75FL + 0.75RL 57.7 115.5 166.9 0.0 0.0
5a. D + 0.6W 35.2 73.6 359.4 3.2 0.0
5b. D + 0.7SL 35.2 73.6 131.6 0.7 0.6
6a. D + 0.75FL + 0.75*0.6W + 0.75RL 57.7 115.5 295.3 2.4 0.0
6b. D + 0.75FL + 0.75*0.7SL + 0.75RL 57.7 115.5 193.4 0.5 0.5
7. 0.6D + 0.6W 21.1 44.2 228.9 3.2 0.0
8. 0.6D + 0.7SL 21.1 44.2 93.1 0.7 0.6

NOTE: Px, Mx AND My CAN BE EITHER (+) OR (-)

**ROTUNDA REQUIRES ROCKET FINS**

JOB DESCRIPTION: RSW (SW FL Int'l, Ft. Myers, FL), Gate C1
5/28/2020
**WALKWAY DISCRIPTION (BB)**
SPECIAL LOADS - COLUMN SUPPORTED

| LENGTH OF JETWALK | 40.20 FT |
| HEIGHT AT TERMINAL END | 13.67 FT |
| HEIGHT AT AIRCRAFT END | 13.17 FT |
| TERMINAL END OF WALKWAY TO COLUMN D | 4.25 FT |
| DISTANCE BETWEEN COLUMN & HAUNCH SUPPORT | 34.95 FT |

<table>
<thead>
<tr>
<th>LOADING CONDITIONS</th>
<th>Pz</th>
<th>Px</th>
<th>Py</th>
<th>My</th>
<th>Mx</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. DL</td>
<td>8.2</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>2. FL (100 PSF)</td>
<td>12.9</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>3. RL (25 PSF)</td>
<td>3.6</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>4. RL/2</td>
<td>1.8</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>5. WL (12.5 PSF Operational)</td>
<td>0.0</td>
<td>2.4</td>
<td>0.0</td>
<td>42.1</td>
<td>0.0</td>
</tr>
<tr>
<td>6. WL (46.5 PSF Stowed)</td>
<td>0.0</td>
<td>9.0</td>
<td>0.0</td>
<td>156.5</td>
<td>0.0</td>
</tr>
<tr>
<td>7. SEISMIC LOAD (Sds = 0.058)</td>
<td>0.0</td>
<td>0.2</td>
<td>0.0</td>
<td>3.4</td>
<td>0.0</td>
</tr>
</tbody>
</table>

ASD Load Combinations for Foundation Design per ASCE 7-10

| 1. D | 8.2 | 0.0 | 0.0 | 0.0 | 0.0 |
| 2. D + FL | 21.1 | 0.0 | 0.0 | 0.0 | 0.0 |
| 3. D + RL | 11.8 | 0.0 | 0.0 | 0.0 | 0.0 |
| 4. D + 0.75FL + 0.75RL | 20.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| 5a. D + 0.6W | 8.2 | 5.4 | 0.0 | 93.9 | 0.0 |
| 5b. D + 0.7E | 8.2 | 0.2 | 0.0 | 2.4 | 0.0 |
| 6a. D + 0.75FL + 0.75*0.6W + 0.75RL | 20.6 | 4.0 | 0.0 | 70.4 | 0.0 |
| 6b. D + 0.75FL + 0.75*0.7SL + 0.75RL | 20.6 | 0.1 | 0.0 | 1.8 | 0.0 |
| 7. 0.6D + 0.6W | 4.9 | 5.4 | 0.0 | 93.9 | 0.0 |
| 8. 0.6D + 0.7SL | 4.9 | 0.2 | 0.0 | 2.4 | 0.0 |

NOTE: Px, Mx AND My CAN BE EITHER (+) OR (-)

ANCHOR BOLT PATTERN FOR WALKWAY COLUMN IS #127 OR EQUIVALENT
MAX HAUNCH LOAD = 19 KIPS STANDARD HAUNCH OK
** STANDARD U-BOLT SPACING INADEQUATE. SPACING MUST BE 18.3 INCHES

JOB DESCRIPTION: RSW (SW FL Int'I, Ft. Myers, FL), Gate C1
5/28/2020
Model AT3-68/144 With 40.2 (FT) Walkway

Note: Px, Py, Mx, and My can be either (+) or (-)

Jetway Systems makes no representation nor provides any guarantee as to the suitability or conditions of any foundation that is intended to be used to support the passenger boarding bridge(s)
LOAD ANALYSIS FOR APRON DRIVE

ASSUMPTIONS

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Code:</td>
</tr>
<tr>
<td>Risk Category</td>
</tr>
</tbody>
</table>

### Wind

<table>
<thead>
<tr>
<th>Analysis Method</th>
<th>Velocity pressure per 27.3.2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exposure Category</td>
<td>C</td>
</tr>
<tr>
<td>Directionality Factor ($K_d$)</td>
<td>0.85</td>
</tr>
<tr>
<td>Topographic Factor ($K_t$)</td>
<td>1</td>
</tr>
<tr>
<td>Velocity pressure exposure coefficient ($K_v$)</td>
<td>0.9</td>
</tr>
<tr>
<td>Wind Pressure (Operational)</td>
<td>12.5 PSF (80 mph)</td>
</tr>
<tr>
<td>Wind Pressure (Stowed)</td>
<td>46.5 PSF (154 mph)</td>
</tr>
</tbody>
</table>

### Seismic

| Seismic importance factor ($I_e$) | 1 |
| Analysis method | Equivalent lateral force (12.8) |
| Sds | 0.058 |
| Response modification factor | 2 |

**General Assumptions**

1. Wind and seismic forces are applied perpendicular to the walkway.

2. Loads can be positive or negative.

3. The extended condition is when the bridge is operational.
   - Higher winds than this and the airport closes and the bridges are retracted and stowed.
   - The higher wind load is not applicable when the bridge is in service.

4. PBBs are considered an inverted pendulum structure because more than 50% of the weight of the structure is at the top of the column (ASCE 7-10, Section 11.2).
   - Per ASCE 7-10, Table 15.4-2 (page 143), $R=2$ for inverted pendulum type structures.
LOAD ANALYSIS FOR APRON DRIVE
(SPECIAL LOADS)
MODEL: AT3-68/144
WITH 41 (FT) WALKWAY (BB)

CASE #1: WALKWAY AND UNIT CENTERLINES PARALLEL

HEIGHT FROM APRON TO ROTUNDA FLOOR (FT) 12.54

LOAD CONDITIONS AT ROTUNDA COLUMN BASE

LOAD POINT A

<table>
<thead>
<tr>
<th>LOAD DESCRIPTION</th>
<th>Pz (KIPS)</th>
<th>Mx (FT-KIPS)</th>
<th>My (FT-KIPS)</th>
<th>Px (KIPS)</th>
<th>Mz (FT-KIPS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>EXTENDED (OPERATIONAL)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. DEAD LOAD (SEE NOTE)</td>
<td>37.2</td>
<td>52.7</td>
<td>65.9</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>2. FLOOR LOAD (40 PSF)</td>
<td>20.4</td>
<td>-25.1</td>
<td>13.9</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>3. ROOF LOAD (25 PSF)</td>
<td>11.1</td>
<td>12.0</td>
<td>4.8</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>4. ROOF LOAD/2</td>
<td>5.5</td>
<td>6.0</td>
<td>2.4</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>5. WIND LOAD (12.5 PSF)</td>
<td>0.0</td>
<td>0.0</td>
<td>350.2</td>
<td>7.8</td>
<td>11.1</td>
</tr>
<tr>
<td>6. SEISMIC LOAD (Sds = 0.058)</td>
<td>0.0</td>
<td>0.0</td>
<td>54.9</td>
<td>1.0</td>
<td>0.9</td>
</tr>
<tr>
<td>RETRACTED (STOWED)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. DEAD LOAD (SEE NOTE)</td>
<td>10.4</td>
<td>-68.0</td>
<td>65.9</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>8. ROOF LOAD (25 PSF)</td>
<td>2.0</td>
<td>-28.9</td>
<td>4.8</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>9. WIND LOAD (46.5 PSF)</td>
<td>0.0</td>
<td>0.0</td>
<td>577.6</td>
<td>8.5</td>
<td>41.2</td>
</tr>
</tbody>
</table>

ASD Load Combinations for Foundation Design per ASCE 7-10

1. D 37.2 52.7 65.9 0.0 0.0
2. D + FL 57.6 27.6 79.8 0.0 0.0
3. D + RL 48.3 64.8 70.7 0.0 0.0
4. D + 0.75FL + 0.75RL 60.8 42.9 79.9 0.0 0.0
5a. D + 0.6W 37.2 52.7 412.5 5.1 24.7
5b. D + 0.7SL 37.2 52.7 104.3 0.7 0.6
6a. D + 0.75FL + 0.75*0.6W + 0.75RL 60.8 42.9 237.5 3.5 5.0
6b. D + 0.75FL + 0.75*0.7SL + 0.75RL 60.8 42.9 180.7 0.5 0.5
7. 0.6D + 0.6W 22.3 31.6 249.7 4.7 6.6
8. 0.6D + 0.7SL 22.3 31.6 78.0 0.7 0.6

NOTE: Px, Mx AND My CAN BE EITHER (+) OR (-)

NOTE: Additional Dead Loads: A Tun = 50 Lbs/ft; B Tun = 50 Lbs/ft; C Tun = 50 Lbs/ft

**HURRICANE TIE DOWN LOAD = 47.8 KIPS - DOUBLE STRAP REQUIRED

**ROTUNDA REQUIRES ROCKET FINS

** MAX TIRE LOAD EXTENDED = 118.1 KIPS  MAX TIRE LOAD RETRACTED = 136.1 KIPS

JOB DESCRIPTION: RSW (SW FL Int'l, Ft. Myers, FL), Gate C2  5/28/2020

CONCENTRATED LOADS

<table>
<thead>
<tr>
<th>LOAD (KIPS)</th>
<th>X FT</th>
<th>Y FT</th>
<th>Z FT</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.00</td>
<td>0.00</td>
<td>-11.40</td>
<td>-3.00</td>
</tr>
<tr>
<td>3.10</td>
<td>0.00</td>
<td>5.00</td>
<td>-3.00</td>
</tr>
<tr>
<td>1.50</td>
<td>-9.00</td>
<td>13.00</td>
<td>0.00</td>
</tr>
<tr>
<td>0.60</td>
<td>4.00</td>
<td>5.00</td>
<td>10.00</td>
</tr>
</tbody>
</table>

45T POU Hobart PCA
90kva Hobart Power Coil
Bag-slide
Cable Hoist
# Case #2: Walkway and Unit Centerlines Perpendicular

**Load Height from Apron to Rotunda Floor (FT):** 12.54

<table>
<thead>
<tr>
<th>Loading Conditions</th>
<th>ATM Round Column Base</th>
<th>Load Point A</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Pz (Kips)</td>
<td>Mx (FT-KIPS)</td>
</tr>
<tr>
<td><strong>Extended (Operational):</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Dead Load (see note)</td>
<td>37.2</td>
<td>83.1</td>
</tr>
<tr>
<td>2. Floor Load (40 PSF)</td>
<td>20.4</td>
<td>33.8</td>
</tr>
<tr>
<td>3. Roof Load (25 PSF)</td>
<td>11.1</td>
<td>28.7</td>
</tr>
<tr>
<td>4. Roof Load/2</td>
<td>5.5</td>
<td>14.3</td>
</tr>
<tr>
<td>5. Wind Load (12.5 PSF)</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>6. Seismic Load (Sds = 0.058)</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td><strong>Retracted (Stowed):</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Dead Load (see note)</td>
<td>10.4</td>
<td>-37.7</td>
</tr>
<tr>
<td>8. Roof Load (25 PSF)</td>
<td>2.0</td>
<td>-12.3</td>
</tr>
<tr>
<td>9. Wind Load (46.5 PSF)</td>
<td>0.0</td>
<td>0.0</td>
</tr>
</tbody>
</table>

**ASD Load Combinations for Foundation Design per ASCE 7-10:**

1. D | 37.2 | 83.1 | 96.2 | 0.0 | 0.0 |
2. D + FL | 57.6 | 116.9 | 169.1 | 0.0 | 0.0 |
3. D + RL | 48.3 | 111.7 | 117.7 | 0.0 | 0.0 |
4. D + 0.75FL + 0.75RL | 60.8 | 129.9 | 166.9 | 0.0 | 0.0 |
5a. D + 0.6W | 37.2 | 83.1 | 366.8 | 3.5 | 0.0 |
5b. D + 0.7SL | 37.2 | 83.1 | 134.1 | 0.7 | 0.6 |
6a. D + 0.75FL + 0.75*0.6W + 0.75RL | 60.8 | 129.9 | 309.2 | 2.6 | 0.0 |
6b. D + 0.75FL + 0.75*0.7SL + 0.75RL | 60.8 | 129.9 | 195.3 | 0.5 | 0.5 |
7. 0.6D + 0.6W | 22.3 | 49.8 | 247.4 | 3.5 | 0.0 |
8. 0.6D + 0.7SL | 22.3 | 49.8 | 95.6 | 0.7 | 0.6 |

**Note:** Pz, Mx AND My CAN BE EITHER (+) OR (-)

**Rotunda Requires Rocket Fins**
<table>
<thead>
<tr>
<th>LOADING CONDITIONS</th>
<th>Pz</th>
<th>Px</th>
<th>Py</th>
<th>My</th>
<th>Mx</th>
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</thead>
<tbody>
<tr>
<td>1. DL</td>
<td>8.2</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
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<tr>
<td>2. FL (100 PSF)</td>
<td>12.9</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>3. RL (25 PSF)</td>
<td>3.6</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>4. RL/2</td>
<td>1.8</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>5. WL (12.5 PSF Operational)</td>
<td>0.0</td>
<td>2.4</td>
<td>0.0</td>
<td>41.3</td>
<td>0.0</td>
</tr>
<tr>
<td>6. WL (46.5 PSF Stowed)</td>
<td>0.0</td>
<td>9.0</td>
<td>0.0</td>
<td>153.7</td>
<td>0.0</td>
</tr>
<tr>
<td>7. SEISMIC LOAD (Sds = 0.058)</td>
<td>0.0</td>
<td>0.2</td>
<td>0.0</td>
<td>3.3</td>
<td>0.0</td>
</tr>
</tbody>
</table>

ASD Load Combinations for Foundation Design per ASCE 7-10

1. D
2. D + FL
3. D + RL
4. D + 0.75FL + 0.75RL
5a. D + 0.6W
5b. D + 0.7E
6a. D + 0.75FL + 0.75*0.6W + 0.75RL
6b. D + 0.75FL + 0.75*0.75L + 0.75RL
7. 0.6D + 0.6W
8. 0.6D + 0.75L

NOTE: Px, Mx AND My CAN BE EITHER (+) OR (-)

ANCHOR BOLT PATTERN FOR WALKWAY COLUMN IS #127 OR EQUIVALENT
MAX HAUNCH LOAD = 19 KIPS STANDARD HAUNCH OK
**STANDARD U-BOLT SPACING INADEQUATE. SPACING MUST BE 18.3 INCHES

JOB DESCRIPTION: RSW (SW FL Int'l, Ft. Myers, FL), Gate C2
5/28/2020
Model AT3-61/127 Apron Drive

Load Point A

Note: Px, Py, Mx, and My can be either (+) or (-)

Program Revision 1.8

Jetway Systems makes no representation nor provides any guarantee as to the suitability or conditions of any foundation that is intended to be used to support the passenger boarding bridge(s)
LOAD ANALYSIS FOR APRON DRIVE
ASSUMPTIONS

<table>
<thead>
<tr>
<th>Description</th>
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</tr>
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<tbody>
<tr>
<td>Code:</td>
<td>ASCE 7-10</td>
</tr>
<tr>
<td>Risk Category</td>
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<table>
<thead>
<tr>
<th>Wind</th>
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</thead>
<tbody>
<tr>
<td>Analysis Method</td>
<td>Velocity pressure per 27.3.2</td>
</tr>
<tr>
<td>Exposure Category</td>
<td>C</td>
</tr>
<tr>
<td>Directionality Factor (K_d)</td>
<td>0.85</td>
</tr>
<tr>
<td>Topographic Factor (K_t)</td>
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</tr>
<tr>
<td>Velocity pressure exposure coefficient (K_v)</td>
<td>0.9</td>
</tr>
<tr>
<td>Wind Pressure (Operational)</td>
<td>12.5 PSF (80 mph)</td>
</tr>
<tr>
<td>Wind Pressure (Stowed)</td>
<td>46.5 PSF (154 mph)</td>
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<table>
<thead>
<tr>
<th>Seismic</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Seismic importance factor (I_e)</td>
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<tr>
<td>Analysis method</td>
<td>Equivalent lateral force (12.8)</td>
</tr>
<tr>
<td>Sds</td>
<td>0.058</td>
</tr>
<tr>
<td>Response modification factor</td>
<td>2</td>
</tr>
</tbody>
</table>

General Assumptions

1. Wind and seismic forces are applied perpendicular to the walkway.

2. Loads can be positive or negative.

3. The extended condition is when the bridge is operational. Higher winds than this and the airport closes and the bridges are retracted and stowed. The higher wind load is not applicable when the bridge is in service.

4. PBBs are considered an inverted pendulum structure because more than 50% of the weight of the structure is at the top of the column (ASCE 7-10, Section 11.2). Per ASCE 7-10, Table 15.4-2 (page 143), \(R=2\) for inverted pendulum type structures.
LOAD ANALYSIS FOR APRON DRIVE
(SPECIAL LOADS)
MODEL: AB-61/127

HEIGHT FROM APRON TO ROTUNDA FLOOR (FT) 13.09

LOADING CONDITIONS
AT ROTUNDA COLUMN BASE

EXTENDED (OPERATIONAL)
1. DEAD LOAD (SEE NOTE) 29.7 73.6 65.9 0.0 0.0
2. FLOOR LOAD (40 PSF) 9.0 30.1 13.9 0.0 0.0
3. ROOF LOAD (25 PSF) 7.4 25.7 4.8 0.0 0.0
4. ROOF LOAD/2 3.7 12.8 2.4 0.0 0.0
5. WIND LOAD (12.5 PSF) 0.0 0.0 284.7 5.3 0.0
6. SEISMIC LOAD (Sds = 0.058) 0.0 0.0 48.4 0.8 0.0

RETRACTED (STOWED)
7. DEAD LOAD (SEE NOTE) 9.2 -18.6 65.9 0.0 0.0
8. ROOF LOAD (25 PSF) -0.2 -8.4 4.8 0.0 0.0
9. WIND LOAD (46.5 PSF) 0.0 0.0 436.0 2.7 0.0

ASD Load Combinations for Foundation Design per ASCE 7-10
1. D 29.7 73.6 65.9 0.0 0.0
2. D + FL 38.7 103.7 79.8 0.0 0.0
3. D + RL 37.2 99.3 70.7 0.0 0.0
4. D + 0.75FL + 0.75RL 42.0 115.5 79.9 0.0 0.0
5a. D + 0.6W 29.7 73.6 327.5 3.2 0.0
5b. D + 0.7SL 29.7 73.6 99.8 0.6 0.0
6a. D + 0.75FL + 0.75*0.6W + 0.75RL 42.0 115.5 208.0 2.4 0.0
6b. D + 0.75FL + 0.75*0.7SL + 0.75RL 42.0 115.5 105.3 0.4 0.0
7. 0.6D + 0.6W 17.8 44.2 210.4 3.2 0.0
8. 0.6D + 0.7SL 17.8 44.2 73.4 0.6 0.0

NOTE: Px, Mx AND My CAN BE EITHER (+) OR (-)
NOTE: Additional Dead Loads: A Tun = 50 Lbs/ft; B Tun = 50 Lbs/ft; C Tun = 50 Lbs/ft
**HURRICANE TIE DOWN LOAD = 41.1 KIPS - DOUBLE STRAP REQUIRED
**ROTUNDA REQUIRES ROCKET FINS
** MAX TIRE LOAD EXTENDED = 107.2 KIPS  MAX TIRE LOAD RETRACTED = 119.4 KIPS

JOB DESCRIPTION: RSW (SW FL Int'l, Ft. Myers, FL), Gate C4, C5, D4, D7, D8 5/28/2020

CONCENTRATED LOADS

<table>
<thead>
<tr>
<th>LOAD (KIPS)</th>
<th>X FT</th>
<th>Y FT</th>
<th>Z FT</th>
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<tr>
<td>7.00</td>
<td>0.00</td>
<td>-11.40</td>
<td>-3.00</td>
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<tr>
<td>3.10</td>
<td>0.00</td>
<td>5.00</td>
<td>-3.00</td>
</tr>
<tr>
<td>1.50</td>
<td>-9.00</td>
<td>13.00</td>
<td>0.00</td>
</tr>
<tr>
<td>0.60</td>
<td>4.00</td>
<td>5.00</td>
<td>10.00</td>
</tr>
</tbody>
</table>

45T POU Hobart PCA 90kva Hobart Power Coil Bag-slide Cable Hoist
JBT AEROTECH - JETWAY SYSTEMS
FOUNDATION LOADS FOR PASSENGER BOARDING BRIDGE
By: SKL 5/28/2020 JOB: RSW (SW FL Int’l, Ft. Myers, FL), Gate C8, D10 RQ: 3757 LS#: 5653
Model AT3-65/133 Apron Drive

Note: Px, Py, Mx, and My can be either (+) or (-)
Program Revision 1.8

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LOAD ANALYSIS FOR APRON DRIVE

ASSUMPTIONS

<table>
<thead>
<tr>
<th>Description</th>
<th>ASCE 7-10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Code:</td>
<td></td>
</tr>
<tr>
<td>Risk Category</td>
<td>II</td>
</tr>
</tbody>
</table>

### Wind

<table>
<thead>
<tr>
<th>Analysis Method</th>
<th>Velocity pressure per 27.3.2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exposition Category</td>
<td>C</td>
</tr>
<tr>
<td>Directionality Factor ($K_d$)</td>
<td>0.85</td>
</tr>
<tr>
<td>Topographic Factor ($K_L$)</td>
<td>1</td>
</tr>
<tr>
<td>Velocity pressure exposure coefficient ($K_p$)</td>
<td>0.9</td>
</tr>
<tr>
<td>Wind Pressure (Operational)</td>
<td>12.5 PSF (80 mph)</td>
</tr>
<tr>
<td>Wind Pressure (Stowed)</td>
<td>46.5 PSF (154 mph)</td>
</tr>
</tbody>
</table>

### Seismic

| Seismic importance factor (Ie) | 1 |
| Analysis method | Equivalent lateral force (12.8) |
| Sds | 0.058 |
| Response modification factor | 2 |

**General Assumptions**

1. Wind and seismic forces are applied perpendicular to the walkway.

2. Loads can be positive or negative.

3. The extended condition is when the bridge is operational.
   - Higher winds than this and the airport closes and the bridges are retracted and stowed.
   - The higher wind load is not applicable when the bridge is in service.

4. PBBs are considered an inverted pendulum structure because more than 50% of the weight of the structure is at the top of the column (ASCE 7-10, Section 11.2).
   - Per ASCE 7-10, Table 15.4-2 (page 143), R=2 for inverted pendulum type structures.
LOAD ANALYSIS FOR APRON DRIVE
(SPECIAL LOADS)
MODEL: AT3-65/133

HEIGHT FROM APRON TO ROTUNDA FLOOR (FT) 13.21

<table>
<thead>
<tr>
<th>LOADING CONDITIONS AT ROTUNDA COLUMN BASE</th>
<th>Pz</th>
<th>Mx</th>
<th>My</th>
<th>Px</th>
<th>Mz</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>EXTENDED (OPERATIONAL)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. DEAD LOAD (SEE NOTE)</td>
<td>31.3</td>
<td>80.7</td>
<td>68.3</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>2. FLOOR LOAD (40 PSF)</td>
<td>9.4</td>
<td>32.0</td>
<td>13.9</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>3. ROOF LOAD (25 PSF)</td>
<td>7.8</td>
<td>27.2</td>
<td>4.8</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>4. ROOF LOAD/2</td>
<td>3.9</td>
<td>13.6</td>
<td>2.4</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>5. WIND LOAD (12.5 PSF)</td>
<td>0.0</td>
<td>0.0</td>
<td>299.9</td>
<td>5.6</td>
<td>0.0</td>
</tr>
<tr>
<td>6. SEISMIC LOAD (Sds = 0.058)</td>
<td>0.0</td>
<td>0.0</td>
<td>51.9</td>
<td>0.8</td>
<td>0.0</td>
</tr>
<tr>
<td><strong>RETRACTED (STOWED)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. DEAD LOAD (SEE NOTE)</td>
<td>10.5</td>
<td>-13.1</td>
<td>68.3</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>8. ROOF LOAD (25 PSF)</td>
<td>-0.1</td>
<td>-7.9</td>
<td>4.8</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>9. WIND LOAD (46.5 PSF)</td>
<td>0.0</td>
<td>0.0</td>
<td>457.3</td>
<td>2.9</td>
<td>0.0</td>
</tr>
</tbody>
</table>

ASD Load Combinations for Foundation Design per ASCE 7-10

1. D 31.3 80.7 68.3 0.0 0.0
2. D + FL 40.7 112.6 82.2 0.0 0.0
3. D + RL 39.1 107.9 73.1 0.0 0.0
4. D + 0.75FL + 0.75RL 44.2 125.0 82.3 0.0 0.0
5a. D + 0.6W 31.3 80.7 342.7 3.3 0.0
5b. D + 0.75L 31.3 80.7 104.7 0.6 0.0
6a. D + 0.75L + 0.75*0.6W + 0.75RL 44.2 125.0 217.3 2.5 0.0
6b. D + 0.75FL + 0.75*0.75L + 0.75RL 44.2 125.0 109.6 0.4 0.0
7. 0.6D + 0.6W 18.8 48.4 220.9 3.3 0.0
8. 0.6D + 0.75L 18.8 48.4 77.4 0.6 0.0

NOTE: Px, Mx AND My CAN BE EITHER (+) OR (-)
NOTE: Additional Dead Loads: A Tun = 50 Lbs/ft; B Tun = 50 Lbs/ft; C Tun = 50 Lbs/ft
**HURRICANE TIE DOWN LOAD = 43 KIPS - DOUBLE STRAP REQUIRED
**ROTUNDA REQUIRES ROCKET FINS
** MAX TIRE LOAD EXTENDED = 113.9 KIPS MAX TIRE LOAD RETRACTED = 125.4 KIPS

JOB DESCRIPTION: RSW (SW FL Int’l, Ft. Myers, FL), Gate C8, D10 5/28/2020

<table>
<thead>
<tr>
<th>CONCENTRATED LOADS</th>
</tr>
</thead>
<tbody>
<tr>
<td>LOAD (KIPS)</td>
</tr>
<tr>
<td>------------</td>
</tr>
<tr>
<td>8.80</td>
</tr>
<tr>
<td>3.10</td>
</tr>
<tr>
<td>1.50</td>
</tr>
<tr>
<td>1.20</td>
</tr>
</tbody>
</table>

90T POU Hobart PCA
180kva Hobart Power Coil
Bag-slide
Cable Hoist
Model AT3-68/144 Apron Drive

Load Point A

Mz

Pz

My

Mx

Px

Note: Px, Py, Mx, and My can be either (+) or (-)

Program Revision 1.8

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LOAD ANALYSIS FOR APRON DRIVE
ASSUMPTIONS

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<thead>
<tr>
<th>Description</th>
<th>ASCE 7-10</th>
</tr>
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<tbody>
<tr>
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<tr>
<td>Risk Category</td>
<td>II</td>
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<table>
<thead>
<tr>
<th>Wind Analysis Method</th>
<th>Velocity pressure per 27.3.2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exposure Category</td>
<td>C</td>
</tr>
<tr>
<td>Directionality Factor (Kd)</td>
<td>0.85</td>
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<tr>
<td>Topographic Factor (K_t)</td>
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<tr>
<td>Velocity pressure exposure coefficient (K_s)</td>
<td>0.9</td>
</tr>
<tr>
<td>Wind Pressure (Operational)</td>
<td>12.5 PSF (80 mph)</td>
</tr>
<tr>
<td>Wind Pressure (Stowed)</td>
<td>46.5 PSF (154 mph)</td>
</tr>
</tbody>
</table>

| Seismic Seismic importance factor (le) | 1 |
| Analysis method | Equivalent lateral force (12.8) |
| Sds | 0.058 |
| Response modification factor | 2 |

General Assumptions

1. Wind and seismic forces are applied perpendicular to the walkway.

2. Loads can be positive or negative.

3. The extended condition is when the bridge is operational.
   Higher winds than this and the airport closes and the bridges are retracted and stowed. The higher wind load is not applicable when the bridge is in service.

4. PBBs are considered an inverted pendulum structure because more than 50% of the weight of the structure is at the top of the column (ASCE 7-10, Section 11.2).
   Per ASCE 7-10, Table 15.4-2 (page 143), R=2 for inverted pendulum type structures.
### Load Analysis for Apron Drive

**(Special Loads)**  
**Model: AT3-68/144**

**Height from Apron to Rotunda Floor (FT):** 13.09

#### Loading Conditions

**At Rotunda Column Base**

<table>
<thead>
<tr>
<th>Loading Conditions</th>
<th>Pz</th>
<th>Mx</th>
<th>My</th>
<th>Px</th>
<th>Mz</th>
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<tbody>
<tr>
<td><strong>Extended (Operational)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Dead Load (See Note)</td>
<td>31.8</td>
<td>83.1</td>
<td>65.9</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>2. Floor Load (40 PSF)</td>
<td>9.8</td>
<td>33.8</td>
<td>13.9</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>3. Roof Load (25 PSF)</td>
<td>8.1</td>
<td>28.7</td>
<td>4.8</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>4. Roof Load/2</td>
<td>4.0</td>
<td>14.3</td>
<td>2.4</td>
<td>0.0</td>
<td>0.0</td>
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<tr>
<td>5. Wind Load (12.5 PSF)</td>
<td>0.0</td>
<td>0.0</td>
<td>321.1</td>
<td>5.8</td>
<td>0.0</td>
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<tr>
<td>6. Seismic Load (Sds = 0.058)</td>
<td>0.0</td>
<td>0.0</td>
<td>52.9</td>
<td>0.9</td>
<td>0.0</td>
</tr>
<tr>
<td><strong>Retracted (Stowed)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Dead Load (See Note)</td>
<td>5.0</td>
<td>-37.7</td>
<td>65.9</td>
<td>0.0</td>
<td>0.0</td>
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<tr>
<td>8. Roof Load (25 PSF)</td>
<td>-1.0</td>
<td>-12.3</td>
<td>4.8</td>
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<td>9. Wind Load (46.5 PSF)</td>
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**ASD Load Combinations for Foundation Design per ASCE 7-10**

<table>
<thead>
<tr>
<th>Combination</th>
<th>Pz</th>
<th>Mx</th>
<th>My</th>
<th>Px</th>
<th>Mz</th>
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<tbody>
<tr>
<td>1. D</td>
<td>31.8</td>
<td>83.1</td>
<td>65.9</td>
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<tr>
<td>2. D + FL</td>
<td>41.7</td>
<td>116.9</td>
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<tr>
<td>3. D + RL</td>
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<td>111.7</td>
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<td>4. D + 0.75FL + 0.75RL</td>
<td>45.3</td>
<td>129.9</td>
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<tr>
<td>5a. D + 0.6W</td>
<td>31.8</td>
<td>83.1</td>
<td>348.0</td>
<td>3.5</td>
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<tr>
<td>5b. D + 0.7SL</td>
<td>31.8</td>
<td>83.1</td>
<td>103.0</td>
<td>0.6</td>
<td>0.0</td>
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<tr>
<td>6a. D + 0.75FL + 0.75*0.6W + 0.75RL</td>
<td>45.3</td>
<td>129.9</td>
<td>224.4</td>
<td>2.6</td>
<td>0.0</td>
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<tr>
<td>6b. D + 0.75FL + 0.75*0.75SL + 0.75RL</td>
<td>45.3</td>
<td>129.9</td>
<td>107.7</td>
<td>0.5</td>
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<tr>
<td>7. 0.6D + 0.6W</td>
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<td>232.2</td>
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<tr>
<td>8. 0.6D + 0.7SL</td>
<td>19.1</td>
<td>49.8</td>
<td>76.6</td>
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</table>

**NOTE:** Px, Mx AND My CAN BE EITHER (+) OR (-)

**NOTE:** Additional Dead Loads:  
- A Tun = 50 Lbs/ft;  
- B Tun = 50 Lbs/ft;  
- C Tun = 50 Lbs/ft

**Hurricane Tie Down Load = 47.8 KIPS - Double Strap Required**

**Rotunda Requires Rocket Fins**

**Max Tire Load Extended = 118.1 KIPS**  
**Max Tire Load Retracted = 136.1 KIPS**

**Job Description:** RSW (SW FL Int’l, Ft. Myers, FL), Gate D2  
**Date:** 5/28/2020

### Concentrated Loads

<table>
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<tr>
<th>Load (KIPS)</th>
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<th>Y FT</th>
<th>Z FT</th>
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<tr>
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<tr>
<td>1.50</td>
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<td>13.00</td>
<td>0.00</td>
<td>Bag-slide</td>
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<tr>
<td>0.60</td>
<td>4.00</td>
<td>5.00</td>
<td>10.00</td>
<td>Cable Hoist</td>
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</table>
# Sample Maintenance Schedule and Procedures

Inspector's Name/Title: 
Installing Contractor: 
Make: Date: 
Model: Location: 
Serial Number: Gate: 

<table>
<thead>
<tr>
<th>✔ = Good</th>
<th>X = Bad</th>
<th>N/A = Not Applicable</th>
</tr>
</thead>
</table>

## Section 1: Walkway and Rotunda Interior
1. Fully extend bridge for inspection
2. Terminal door interlock operation
3. Walkway properly installed
4. Flooring installation is correct
5. Interior cleaned and touch-up painting completed
6. Ceiling color
7. LED rotunda lamps
8. Threshold plate properly installed
9. Interior flashing properly designed and installed
10. Rotunda floor leveled
11. Floor access cover is secured
12. Weather exterior seal, rigid frame to A-tunnel
13. Rotunda curtain interior weather seals correctly installed
14. Rotunda curtains properly tensioned
15. Ceiling light switch is working properly
16. Emergency light working properly
17. Receptacle is wired correctly (test)
18. Stainless steel receptacle cover plates

## Section 2: A Tunnel Interior
1. Tunnel end caps undamaged
2. Tunnel hinge pins were greased at install
3. Tunnel is centered in the rotunda rigid frame
4. Wall boards have been cleaned and properly installed
5. Aluminum "A" Tunnel Handrails installed
6. Ceiling panels are properly installed
7. Ceiling trim is properly installed
8. LED light fixtures operating properly and spaced at 12’ centers
9. Tunnel flooring clean and properly installed
10. Tunnel transition ramp properly installed

## Section 3: B Tunnel Interior
1. Rain gutters cleaned and safety tape installed
2. Wall boards have been cleaned and properly installed
3. Ceiling panels are properly installed
4. LED light fixtures operating properly and spaced at 12’ centers
5. Tunnel flooring clean and properly installed
6. Tunnel transition ramp properly installed
7. Transition ramp handrails are properly installed
8. Flashing properly installed on corner of wall and floor on each side

## Section 4: C Tunnel Interior
1. Rain gutters cleaned and safety tape installed
2. Wall boards have been cleaned and properly installed
3. Ceiling panels are properly installed
4. LED light fixtures operating properly and spaced at 12’ centers
5. Tunnel flooring clean and properly installed
Section 5: Cab Interior
1. High grip flooring has been properly installed
2. Cab curtains properly tensioned
3. Cab curtains have been cleaned
4. Provisions for DL-Kiosk PG in cab
5. Swing doors operate properly
6. DL alignment notch in bumper
7. Aircraft bumper is clean and properly attached
8. CE floor installed
9. ACF Cab Floor installed
10. Fiberglass canopy side panels covers properly installed
11. Canopy closure and pads properly installed
12. Cab ceiling and walls cleaned
13. Cab porch floor deicer properly installed
14. Cab fall protection
15. DL alignment notch in bumper
16. Battery Emergency Lights at Ramps & Bubble

Section 6: Operator's Console Layout
1. Control console faceplate has been cleaned
2. Placards properly installed
3. 4 Quad Joystick with trigger
4. Cab Floor Manual/Automatic Switch
5. Canopy Individual/Both Switch
6. HMI Touchscreen
7. DL HMI Console options
8. 5" Video Monitor
9. Prepositioning option on monitor
10. Audible Warning Button
11. Interlock - AC Closure Cab Rotate option on monitor
12. Interlock - Canopy Forward Drive option on monitor
13. Verify Point and Go steering disabled
14. Console floodlight & maintenance lights
15. Heater - VFD cabinet w/ thermostat - inside control panel and inverter panel
16. Network Switch - Operator Console
17. DL IP address scheme
18. Allen Bradley PLC Controls
19. Operators console control function test:

Section 7: Operational Inspection
1. Sign ON function operates properly
2. Cab rotate left
   a. Cab rotate left slowdown
   b. Cab rotate left limit
3. Canopy closure and pads properly installed
    a. Canopy closure and pads slowdown
    b. Canopy closure and pads limit
4. Cab rotate right
   a. Cab rotate right slowdown
   b. Cab rotate right limit
5. Vertical up
   a. Vertical up slowdown
   b. Vertical up limit
6. Vertical down
   a. Vertical down slowdown
   b. Vertical down limit
7. Bridge swing left
   a. Swing left slowdown
   b. Swing left limit
8. Bridge swing right
   a. Swing right slowdown
   b. Swing right limit
9. Bridge extend
   a. Extend slowdown
   b. Extend limit
10. Bridge retract
    a. Retract slowdown
    b. Retract limit
11. Slope limits operate properly
12. Travel bell operation and visible strobes
13. Full PLC Prepositioning operation
14. PBB Emergency Stop Button operates properly
15. Stair
16. Bogie
17. Console
18. ACF floor manual operation
19. ACF floor auto operation
20. CE Floor operates correctly
21. CE Floor sensors properly attached and operational
22. Auto Level operation
   (Up/Down/Time/Alarm)
23. Auto Level Warning Klaxon Horn under Cab
24. Canopy operates correctly
   (independently and together)
25. Drive functions disabled when canopy extended (all directions)
26. Aircraft Sensors - Slow Down Sensors
27. Aircraft Sensors - Dual Stop Sensors
28. Engine sensor
29. Extend Sensor (laser)
30. 400 HZ alarm activates
31. PCA alarm activates
32. Flood lights operate properly
33. Bumper switch operates properly
30. Verify bridge information is properly displayed on console
31. Verify 400Hz information is properly displayed on console
32. Verify PCA information is properly displayed on console
33. Gate Monitoring System - PBB, PCA, 400Hz (FactoryTalk View)
34. Aircraft Optical Guidance System Cable 10C #16 dock light system

Section 8: Service Platform and Stairs
1. Service door properly installed and closes w/o catching on frame
2. Service door glass is not cracked or broken
3. Service door threshold plate has been installed properly
4. Service door lock operates and combinations set correctly
5. Service platform grip strut or expanded metal installed correctly
6. Door hold open latch is installed correctly
7. Service platform handrails installed correctly
8. No Galvanized mirror on service platform handrail
9. Galvanized roof access ladder with cage properly installed
10. Service stairs properly installed
11. Service step handrails properly installed
12. Spliced Stair Handrail, replaceable lower 6ft section
13. Emergency stop on stairs
14. Baggage Slide installed correctly, in good condition

Section 9: Bridge Roof
1. A-300 cab hood properly installed and sealed
2. Roof has been cleaned and the paint touched up
3. Roof handrails, ladder & cage properly installed
4. Flat Roof
5. Safety Walk Down Centerline of PBB Roof
6. Galvanized Half Roof Handrails in lieu of Full Roof

Section 10: Vertical Lift Columns and Wheel Bogie
1. Columns fault limit switches properly installed and adjusted
2. Scissor arm assembly correctly installed
3. Travel warning bell correctly installed
4. Wheel bogie J-box is not damaged
5. Wheel bogie J-box GFI receptacle is operational
6. Flood lights properly installed

Section 11: Exterior of Bridge
1. Limit switch arms are contacting ramps
2. Cables carrier is operating correctly
3. Slow and Stop Sensors installed correctly
4. Galvanized Mirror on Cab
5. LED floodlights (2 under porch floor, 1 behind bogie)
6. Standard Brake Release Configuration
7. Trelleborg cast wheels
8. Cable hoist installed properly, operates correctly
9. Emergency stop on wheel bogie
10. Bridge Cool
11. Prep for future gate sign
12. Bridge Cool

Section 12: Exterior Seals and Grouting
1. Cabin seal (over curtains) correctly attached
2. Exterior seal C-tunnel to B-tunnel correctly attached
3. Exterior seal B-tunnel to A-tunnel correctly attached
4. Exterior seal A-tunnel to rotunda correctly attached
5. Exterior seal rotunda to corridor correctly attached
6. Exterior flashing corridor to terminal correctly attached
7. Rotunda base plate is properly grouted
8. Rotunda anchor bolt nuts properly installed

Section 13: Exterior Paint
1. Bridge has been pressure washed and cleaned
2. Touch up painting has been completed
3. Galvanized services touched up as required
4. Corporate Logos properly installed
Section 14: Electrical Cabling

1. Bridge rotunda disconnect panel properly installed

2. Input power wiring is to specification and code

3. Wiring in terminal J-box is to specification and code

4. Electrical junction boxes installed properly and free from damage

5. Exterior/interior Duplex GFI Receptacles with Dedicated Circuit

6. Network CAT6 cabling to terminal J-box

7. Fiber optic network cabling in festoon

8. Network Cabling, Cab to PCA

9. Network Cabling, Cab to 400hz

10. NTRON-708-8 port Network Switches

11. Network switch - Rotunda or terminal
<table>
<thead>
<tr>
<th>PART NUMBER</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>LIST PRICE</th>
<th>EXT PRICE</th>
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**TOTAL** $118,255.15

**NOTE:** PARTS AND PART NUMBERS ARE SUBJECT TO CHANGE WITHOUT NOTICE DUE TO NEW PRODUCT DESIGNS AND PART VENDORS ADJUSTING THEIR PRODUCT LINE. PLEASE NOTE 3729950 WILL NEED A PROGRAM.
unit to protect it from voltage fluctuations which might result from the operation of aircraft radio
frequency equipment.

1.5 SUBMITTALS

A. Bid-Submittals: The following submittals shall be included with bid.
   1. Alternates per 1.04.G. ITW GSE Powercoil product data provided, as alternate to hose basket system
   2. UL Certification per 1.06.A. Click here
   3. Spare Parts List: Provide manufacturer's recommended spare parts list. Spare parts list shall
      include Owner applicable pricing. Spare parts pricing shall remain valid for two (2) years from
      the date of final completion. Click here

B. Pre-Manufacture Submittals: The following submittals shall be made as necessary to meet the project
   schedule, and shall be submitted for approval prior to manufacturing the SSFC units.
   1. Product Data and Specifications: Provide manufacturer's data and specifications indicating, as
      a minimum, input/output voltages and amperages, power rating, physical characteristics, short
      circuit ratings, dimensions, and enclosure details.
   2. Shop Drawings: Provide schematics and interconnection diagrams, indicate front and side
      views of enclosures with overall dimensions and weights shown; conduit entrance locations
      and requirements; and nameplate legends. Differentiate between manufacturer-installed
      wiring and field-installed connections.
   3. Installation Details: Provide complete installation details including, without limitation,
      installation details of all appurtenances. Show installed configuration as well as any pertinent
      details regarding interface to other equipment and systems, include electrical connection
      service points.

C. Pre-Ship Submittals: The following shall be submitted and approved prior to shipping SSFC units to
   the project site:
   1. Factory Test Reports: Indicate factory tests and results and inspection procedures.

D. Pre-Substantial Completion Submittals: The following submittals shall be submitted and approved
   prior to 14 days before substantial completion, unless otherwise noted herein.
   1. Operation and Maintenance Manuals.
   2. Training Program: At least 60 days prior to substantial completion, a training program
      summary, course syllabus, instructor qualifications, and copy of the training manual shall be
      submitted for review and approval.
   3. Field Commissioning Report: Submit proposed field commissioning report for approval. This
      approved form shall be utilized for the final field commissioning as specified in Section 3.

E. Pre-Final Completion Submittals: The following submittals shall be submitted and approved prior to
   14 days before final completion.
   1. As-Built Drawings. Provide field edited redlined project drawings showing deviations from
      design documents.
   2. Warranty: Submit manufacturer warranty and ensure that forms have been completed in
      Owner's name and have been registered with the manufacturer.
   3. Field Commissioning Report: A completed field commissioning report for each installed unit
      as specified herein. Utilize approved form.
   4. Training Rosters. Provide training roster with trainee names, dates and types of training, as
      well as durations.
   5. Original software and documentation registered in the Owner's name.
ITW GSE

2400 POWER COIL

90 kVA solid-state GPU and cable coil
- in one enclosure

It’s all about connections
THE AESTHETIC POWER SOLUTION

The ITW GSE 2400 Power Coil includes a 400 Hz, 90 kVA power supply and a cable coil in one single enclosure. This leaves the PBB and the apron nice, neat and pleasant to look at. Especially, where glass bridges is the preferred solution, the aesthetic aspect is important. The Power Coil works perfectly well with all sizes of bridges and all types of aircraft.

INNOVATIVE SOLUTION, BASED ON EXPERIENCE
The 2400 Power Coil offers a highly reliable and robust design including a front plate in stainless steel. The Power Coil has an improved cable guidance system that ensures easy and smooth cable handling. As a standard, the Power Coil comes with 24 m of cable (useable length). However, the spacious housing has room for at least 28 m cable. The cable is rolled completely into the housing after use. The rolling automatically stops when the plug head reaches the lower edge of the Power Coil thus leaving the apron free.

UNIQUE VOLTAGE QUALITY AT THE PLUG
With ITW GSE's patented Plug & Play compensation system, you obtain a unique voltage quality at the aircraft plug! The Plug & Play system is based on a true individual phase regulation combined with a predetermined model of the actual cable installation. Therefore, the voltage quality at the aircraft connector is simply the best you can get!

SUPPLY ALL AIRCRAFT INCL. PF1
The 2400 Power Coil is based on the ITW GSE design and provides all performance features from the well-known 2400 Compact GPU i.e. the unique voltage quality and the 400% overload at output as a standard. Further, it is equipped with the smart ITW GSE user interface. And software can be updated via USB. The Power Coil also includes standard overload capabilities that match all types of aircraft even those requiring Power Factor 1 like the B787/A350/A380.
**INNOVATIVE DESIGN**

The ITW GSE 2400 Power Coil consists of a 90 kVA solid-state converter and a cable drum in one enclosure. The completely encased unit is less susceptible to effects from exposure to the elements, such as sunlight and harsh weather. This minimizes the overall maintenance costs. And what’s more, the 2400 Power Coil saves space and weighs up to 40% less compared to a traditional solution with a separate GPU and a separate coil. The frequency controlled direct driven coil with its robust cable guidance system, provides smooth coiling and less mechanical stress. All in all, the Power Coil is a very reliable power supply system, built to last. For power requirements above 90 kVA, two or more Power Coils are installed side by side.

**QUICK INSTALLATION**

Traditionally, a 400 Hz ground power solution for passenger boarding bridges is made up of entirely separate systems or parts. These typically include a GPU, a cable handling system, interconnection cable and aircraft cable; components that are usually sourced from different suppliers and require separate on-site installation and testing. The ITW GSE Power Coil combines all these parts in one state-of-the-art unit that comes fully tested and adjusted from the factory - ready to be placed under the PBB. Mount the unit under the bridge, connect the input cable and the power coil is ready for use. This is easy and helps you save time and money!

**SUPPLY ALL AIRCRAFT INCL. PF1**

The 2400 Power Coil is a true Power Factor 1 ground power unit. Its standard overload capabilities match all types of aircraft from the narrow-body to the wide-body incl. aircraft requiring Power Factor 1 like the B787/A350/A380.

**UNIQUE VOLTAGE QUALITY**

The output voltage quality of the 2400 Power Coil is unique due to ITW GSE’s patented Plug & Play system. The Power Coil is even designed to fulfil the ISO 6858 standard that requires max. phase unbalance of less than 4 V and a phase angle of $120^\circ \pm 2.5^\circ$.

**THE ITW GSE OPERATOR INTERFACE**

The ITW GSE operator interface is easy and intuitive. This is your guarantee for correct operation and on-time aircraft departures. The operator interface is common from one ITW GSE product to another. Therefore, airport staff familiar with one ITW GSE product can easily switch to another as the icons and display are the same. The operator only has to press the combined start/stop button. Also, he can monitor various parameters such as voltage and current at the display screen. For easy set-up and maintenance purposes, there is a deeper level dedicated for the technician.

**DOWNLOADS AND UPDATES**

The software-based control system means your ITW GSE 2400 Power Coil can be updated and given additional capabilities in the future, simply by transferring new software from a USB stick/flash drive. Service log files and maintenance data can also be transferred the same way for analysis and to help ensure more efficient back-office procedures and more effective facility management.
**SPECIFICATIONS**

**ITW GSE 2400 Power Coil**

### Specifications for GPU Output
- **Power:** 90 kVA PF 0.8-1
- **Voltage:** 3 x 115/200 V
- **Frequency:** 400 Hz ± 0.1%
- **Power factor:** 0.7 lagging to 0.95 leading
- **Voltage regulation:** <0.5% for balanced and up to 30% unbalanced loads
- **Voltage recovery:** Δ<8% and rec. time <10 ms at 100% load change
- **Total harmonic content:** <2% at linear load (typ. 1.5%)
- **Crest factor:** 1.414 ± 3%
- **Voltage modulation:** <1.0%
- **Phase angle symmetry:** 120° ± 1° for balanced load
  - 120° ± 2° for 30% unbalanced load

### Protection
- **Protection class:** IP55
- **No break power transfer**
- **Over/under voltage at output**
- **Overload**
- **Internal high temperature**
- **Control voltage error**
- **Short circuit at output**
- **GPU Enable**
- **90% switch interlock**
- **Neutral voltage supervision**
- **Broken neutral supervision**
- **Leakage current supervision**

### Environmental
- **Operating temperature:** -40°C to +56°C (-40°F to 132°F)
  - +60°C (140°F) at Aircraft Load
- **Relative humidity:** 10-100%
- **Noise level:** <65 dB(A)@1m

### Efficiency
- **Overall efficiency:**
  - 0.94 at 35-90 kVA load PF 0.8
  - 0.90 at 25 kVA load PF 0.8
- **Stand by losses:** 65 W
- **No load losses:** 2.2 kW

### Miscellaneous
- **MTTR:** max. 20 minutes
- **Colour:** RAL 7035 (standard)
- **Weight:** 700 kg (1,543 lbs.) incl. 24 m (79 ft) cable w.strain relief

### Common specification for GPU & Coil Input
- **Voltage range:** 3 x 400 V ± 15%*
- **Rated current:** PF (load) 0.8 / PF 1
  - 111 A ± 15% / 141 A ± 15%*
- **Voltage range:** 3 x 480 V ± 10%
- **Rated current:** PF (load) 0.8 / PF 1
  - 97 A ± 15% / 123 A ± 15%
- **Frequency:** 50/60 Hz ± 5 Hz
- **Rectification:** Magnetic wave-shaping incl. 12-pulse rectification
- **Line current distortion:** <5%
- **Power factor:** 90 kVA: 1@ nominal load

### Overload Ratings
- **125% for 600 seconds**
- **150% for 60 seconds**
- **200% for 30 seconds**
- **300% for 10 seconds**
- **400% for 1 second**

### Available standard options
- **RS485**
- **26 m* or 28 m (92 ft) flexible composite cable instead of standard cable**
- **Split F-pin/split F-contact (Americas only)**
- **Apron mounting stand***

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*(Products sold outside Americas)*

Specifications are subject to change without prior notice

It's all about connections
ITW GSE

2400 COMPACT GPU

30-45-60-90-120-140-180 kVA solid-state GPU

PLUG & PLAY
UNIQUE VOLTAGE QUALITY

It's all about connections
At ITW GSE, we monitor the market and are at the forefront of new aircraft requirements and market developments. This has been an objective since we introduced our first 400 Hz unit to the market. And it still is! Therefore, the ITW GSE 2400 Compact is designed to fulfil the ISO 6858 standard regarding voltage imbalance and phase displacement at the aircraft plug.

**SMALL, SIMPLE, RELIABLE AND ROBUST**
The 2400 series is the market’s best choice when it comes to solid-state, point-of-use units. It is small and simple, reliable and robust. It has all kinds of outstanding technical qualities from the unique output voltage, the smart ITW GSE user interface, software update via USB and the standard overload capabilities that matches all types of aircraft.

**UNIQUE VOLTAGE QUALITY AT THE PLUG MEANS ON-TIME DEPARTURES**
Fixed installations often include a mix of long symmetrical and asymmetrical output cables as well as connection boxes that makes it difficult to keep the required voltage quality at the aircraft connector. This is exactly where ITW GSE’s patented Plug & Play voltage compensation system makes a difference. The Plug & Play system is based on a true individual phase regulation combined with a predetermined model of the actual cable installation. Therefore, the 2400 GPU provides an outstanding voltage quality at the connector thus ensuring on-time departures and happy passengers!

**FURTHER BENEFITS OF THE ITW GSE 2400**
- 400% overload
- 90 kW continuous at an ambient temperature of 56°C
- Clean input power with a unity power factor and a current THD less than 5% due to the magnetic wave-shaping topology
- TCP/IP connection to BMS as standard
SPECIFICATIONS
ITW GSE 2400 30-45-60-90 kVA solid-state GPU

Input

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- Rectification: Magnetic wave-shaping
- Line current distortion: 90 kVA < 5%, 60 kVA < 9%
- Power factor: 45 kVA: 0.99, 30 kVA: 0.97
- Inrush current: None

Output

- Rated Power: 30-45-60-90 kVA PF 0.8-1
- Voltage: 3 x 115/200 V
- Frequency: 400 Hz ± 0.1%
- Power factor: 0.7 lagging to 0.95 leading
- Voltage regulation: <0.5% for balanced load and up to 30% unbalanced load
- Voltage recovery: ΔU <5% and rec. time <10 ms at 100% load change
- Total harm. content: <2% at linear load (typ. 1.5%) <2% at non linear load according to ISO 15400
- Crest factor: 1.414 ± 3%
- Voltage modulation: <1.0%
- Phase angle symmetry: 120° ± 1° for balanced load
- 120° ± 2° for 30% unbal. load

Protection

- Protection class: IP55
- No break power transfer
- Over/under voltage at output
- Overload
- Internal high temperature
- Control voltage error
- Short circuit at output
- GPU enable
- 90% switch interlock
- Neutral voltage supervision
- Broken neutral supervision
- Leakage current supervision

Overload Ratings

- 125% for 600 seconds
- 150% for 60 seconds
- 200% for 30 seconds
- 300% for 10 seconds
- 400% for 1 second

Miscellaneous

- MTTR: max. 20 minutes
- Colour: RAL 7035 (standard)

Available Standard Options

- 28 VDC, 600 A output (ARU)
- Kindly refer to page "Power two aircraft with just one GPU"
- Additional base module
- Additional output contactor
- Terminal extension for 2 pcs. of 7 core cable
- Remote control box
- Lockable door
- Door switch
- RS485 interface
- Military interlock
- Dry Contacts
- ITW GSE service tool

Efficiency

- Overall efficiency:
  - 0.94 at 35-90 kVA load PF 0.8
  - 0.90 at 25 kVA load PF 0.8
- Stand by losses: 65 W
- No load losses: 2.2 kW

Environmental

- Operating temperature:
  - -40°C to 56°C (40°F to +132°F)
  - (+60°C (+140°F) at Aircraft Load)
- Relative humidity 10-100%
- Noise level <65 dB(A)@1m - typically 60 dB(A)

Norms and Standards

- See next page

Dimensions are shown in mm and [inches]

Specifications are subject to change without prior notice.
ITW GSE 2400 120-140-180 kVA solid-state GPU

Input

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<td>180 kVA</td>
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<td>400 ± 15%</td>
</tr>
<tr>
<td></td>
<td>190</td>
<td>240</td>
<td>45-65</td>
<td>480 ± 10%</td>
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<td></td>
<td>150</td>
<td>190</td>
<td>45-65</td>
<td>600 ± 15%</td>
</tr>
</tbody>
</table>

Values adjusted to next 5A value

- Rectification: Magnetic wave-shaping
- Line current distortion: 120 kVA: 9%, 140 kVA: 7%, 180 kVA: 5%
- Power factor: 120-140 kVA: 0.9, 180 kVA: 1.0 @ nominal load
- Inrush current: None

Output

- Rated Power: 120-140-180 kVA PF 0.8-1
- Voltage: 3 x 115/200 V
- Frequency: 400 Hz ± 0.1%
- Power factor: 0.7 lagging to 0.95 leading
- Voltage regulation: <0.5% for balanced load and up to 30% unbalanced load
- Voltage recovery: AU <8% and rec. time <10 ms at 100% load change
- Total harm. content: <2% at linear load (typ. 1.5%) <2% at non-linear load according to ISO 1540
  - Crest factor: 1.414 ± 3%
  - Voltage modulation: <1.0%
  - Phase angle symmetry: 120° ± 1° for balanced load
  - 120° ± 2° for 30% unbalanced load

Protection

- Protection class: IP55 input & output zones
- No break power transfer
- Over/under voltage at output
- Overload
- Internal high temperature
- Control voltage error
- Short circuit at output
- GPU enable
- 90% switch interlock
- Neutral voltage supervision
- Leakage current supervision

Weight

- Fixed & PBB units: 650 kg (1,433 lbs.)

Efficiency

- Overall efficiency: 0.93 at 180 kVA load PF 0.8-1
- Stand by losses: 150 W
- No load losses: 4.4 kW

Environmental

- Operating temperature: -40°C to +56°C (-40°F to +132°F)
  (+60°C (+140°F) at Aircraft Load)
- Relative humidity: 10-100%
- Noise level: < 65 dB(A) @lm

Overload Ratings

- 125% for 600 seconds
- 150% for 60 seconds
- 200% for 30 seconds
- 300% for 10 seconds
- 400% for 1 second

Miscellaneous

- MTTR: max. 20 minutes
- Colour: RAL 7035 (standard)

Available Standard Options

- Additional base module
- Single output configuration
- Terminal extension for 2 pcs. of 7 core cable
- Remote control box
- Lockable door
- Door switch
- RS485 interface
- Military interlock
- Dry Contacts
- ITW GSE service tool

Norms and Standards (valid for 30 to 180 kVA units)

- DFS400 Specification for 400 Hz aircraft power
- ISO 6858 Aircraft ground support electric supplies
- BS 2G 219 General requirements for ground support equipment
- MIL-STD-704F Aircraft electric power characteristics
- SAE ARP 5015 Ground equipment 400 Hz ground power performance requirement
- EN2282 Aerospace series characteristics of aircraft electrical supplies
- EN62040-1-1 General & safety requirement
- EN61558-2-6 General & safety requirement
- EN61000-6-4 Electromagnetic compatibility Generic emission standard
- EN61000-6-2 Generic immunity standard
- EN1915-182 Machinery; general safety requirements
- EN12312-20 Machinery; specific safety requirements
- Listed per UL1012 (Only valid for 230/480/600V versions)

Specifications are subject to change without prior notice.
UNIQUE VOLTAGE QUALITY
The output voltage quality of the ITW GSE 2400 Compact is unique due to the patented Plug & Play system. The ITW GSE 2400 is designed to fulfill the ISO 6858 standard that requires max. phase unbalance of less than 4 V and a phase angle of 120° ± 2.5°. The example to the right shows the voltage of the 3 phases at 35% unbalanced load @ PF 0.8 by use of a typical cable consisting of 65 m of 7x35 mm² installation cable and 26 m of 4x70 mm² flexible cable.

SUPPLY ALL AIRCRAFT INCL. PF1
The ITW GSE 2400 Compact is a true Power factor 1 ground power unit that allows for 400% overload meaning that it can be used for all types of aircraft from the narrow-body to the wide-body incl. B787/A350/A380.

THE ITW GSE OPERATOR INTERFACE
The ITW GSE operator interface is easy and intuitive. This is your guarantee for correct operation and on-time aircraft departures. The operator interface is common from one ITW GSE product to another. Therefore, airport staff familiar with one ITW GSE product can easily switch to another as the icons and display are the same. The operator only has to press the combined start/stop button. Also, he can monitor various parameters such as voltage and current at the display screen. For easy set-up and maintenance purposes, there is a deeper level dedicated for the technician.

MAXIMUM PERSONAL SAFETY
- Protective covers behind access doors to prevent accidental exposure to “live” parts
- Supervision of neutral conductor rupture & leakage current
- Supervision of neutral voltage
- Detection of hazardous voltages at aircraft frame (by supervision of interlock voltage)
- Avoidance of hazardous voltages in control wires through prevention of insulation failures in cable or plug

EASY CABLE CONNECTION
Connection of the rigid in- and output cables is easy since there is room for a very good manoeuvrability at the bottom of the cabinet. Further, we have integrated a robust bar at the bottom for cable relief. Access to the vital parts of the converter is extremely easy since those parts have all been positioned right behind the front door in a well-arranged way.

DOWNLOADS AND UPDATES
The software-based control system means your ITW GSE 2400 Compact can be updated and given additional capabilities in the future, simply by transferring new software from a USB stick/flash drive. Service log files and maintenance data can also be transferred the same way for analysis and to help ensure more efficient back-office procedures and more effective facility management.
Often, the same parking position accommodates a large mix of aircraft during a day. Typically, a parking position would require a 400 Hz source in the morning where the bigger aircraft are docking - but 28 V during other times of the day. Is this your requirement. the 2400 Compact Combi unit is the answer.

The combi unit is capable of delivering 400 Hz and regulated 28 VDC power, simultaneously and independently! The 28 V Active Rectifier Unit (ARU) - available as a standard option - delivers superior voltage quality at the aircraft plug without jeopardising the 400 Hz voltage. It goes without saying that the ITW GSE 2400 Compact Combi will power your aircraft, whether a narrow body or a turbo prop, whenever you need it!

Output Specifications, 28 VDC ARU
- Voltage: 28 VDC
- Max. output power for complete unit is limited to the nominal rating of the 400 Hz part of the unit
- Current: 600 A (400 A) continuously
- Voltage regulation: < 0.5%
- Voltage ripple: < 2%
- Voltage transient recovery
  Complies with ISO 6858 / MIL-704F
- Overload capability: 600 A (400 A) for 30 seconds
  1200 A (800 A) for 10 seconds
  2100 A (1400 A) for 5 seconds
  2400 A (1600 A) for 2 seconds
To protect the aircraft, the output voltage is decreased by 2 V per 600 A (400 A) in the overload range 600-2400 A (400-1600 A)
Complies with ISO 6858

Setup:
- Output voltage: 19-33 V
- Voltage compensation: 0-3 V (600/400 A)
- Current limit: 300-2400 A in steps (600 A units)
  200-1600 A in steps (400 A units)

Protection
- Rectifier temperature too high
- Short circuit at output
- Over and under voltage at output
  U < 20 VDC for more than 4 seconds
  U > 32 VDC for more than 4 seconds
  U > 40 VDC for more than 150 ms

Weight
- Fixed Combi Compact: 410 kg (903 lbs)
- Mobile Combi Compact: 585 kg (1.290 lbs.)

Environmental
- Operating temperature -40°C to +45°C (-40°F to 113°F)

Available Ratings
- 30 kVA with 28 VDC ARU
- 45 kVA with 28 VDC ARU
- 60 kVA with 28 VDC ARU
- 90 kVA with 28 VDC ARU
All available in fixed and mobile versions
It's all about connections

RECOMMENDED SPARE PARTS LIST
ITW GSE 2400 30-90kVA

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<td>DC Power Supply</td>
<td>1</td>
<td>$ 272.88</td>
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<td>G1</td>
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<tr>
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<td>10</td>
<td>$ 4.50</td>
<td>$ 45.00</td>
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<td>F5</td>
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<tr>
<td>AP-SI2075</td>
<td>ATO fuse, 5A</td>
<td>10</td>
<td>$ 7.50</td>
<td>$ 75.00</td>
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<tr>
<td>AP-SI2076</td>
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<td>10</td>
<td>$ 12.76</td>
<td>$ 127.60</td>
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<td>AP-VN0017</td>
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<td>2</td>
<td>$ 284.00</td>
<td>$ 568.00</td>
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<td>M1-M2</td>
</tr>
</tbody>
</table>

FOB Palmetto
Prices and Part Numbers are subject to change.

RSL_2400.xlsx
6/7/2018
LOOKING FOR A SMALL POWERFUL UNIT?
Easy to manoeuver and not space demanding neither in its mobile nor fixed version. Then the ITW GSE 1400 solid-state GPU is the answer. The solid-state technology means that wear and tear is limited to a minimum since there are no rotating parts. The result is a very reliable and dependable unit that is built to last for a long time. In case of service or repair, the canopy can be completely removed within minutes, thus leaving full access to all parts.

INTUITIVE AND EASY-TO-USE INTERFACE
The icon based operator interface is common for all ITW GSE products. It is easy and intuitive and guarantees you correct operation.

The daily operator only has to press the combined start/stop button - nothing more. But he can monitor various parameters such as voltage and current at the display screen. For set-up and maintenance purposes, there is a deeper level dedicated for the technician.

DOWNLOADS AND UPDATES
The software-based control system means that the ITW GSE 1400 GPU can easily be updated in the future simply by transferring new software from a USB stick/flash drive. Power log and Black Box files for analysis can be downloaded the same way.
<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit</th>
<th>Comp. No.</th>
<th>Part No.</th>
<th>Description</th>
<th>Manufact./vend.</th>
<th>Type/Part No.</th>
<th>Data</th>
<th>Remarks</th>
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<tbody>
<tr>
<td>1 PCS</td>
<td></td>
<td>AM0072</td>
<td></td>
<td>Air Filter Output</td>
<td>DGI</td>
<td>PPI-10C, sort</td>
<td>HxWxD: 107x398x20 mm</td>
<td>AXA1400 28 VDC</td>
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<tr>
<td>1 PCS</td>
<td></td>
<td>543295</td>
<td></td>
<td>DC/AC Module (for 600 A unit)</td>
<td>AXA</td>
<td>3GWF-28/600-N</td>
<td>28 VDC, 600 A</td>
<td>SUBESDS</td>
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<tr>
<td>1 PCS</td>
<td></td>
<td>579526</td>
<td></td>
<td>GSE Control Board</td>
<td>AXA POWER</td>
<td>GSE-X400</td>
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<td></td>
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<td>1 PCS</td>
<td></td>
<td>DP0228</td>
<td></td>
<td>Circuit Breaker</td>
<td>ABB</td>
<td>S 203-C40</td>
<td>40 A / 3 Pollet</td>
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<td></td>
<td>KM0108</td>
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<td>Terminal, Earth</td>
<td>Phoenix</td>
<td>USLKG 16 N</td>
<td>2,5-25 mm² - 101 A</td>
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<td>PS0010</td>
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<td>CP-T 24/10.0</td>
<td>24 VDC, 10.0 A</td>
<td>CURus</td>
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<td>Display</td>
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<td></td>
<td>DV3022</td>
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<td>Operator membrane keyboard</td>
<td>Seritronic I/S</td>
<td>AXA1400 28 VDC</td>
<td>28 VDC Single Output</td>
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<td>VN0020</td>
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<td>Fan</td>
<td>EBM/Papst</td>
<td>4114 NH4U-372</td>
<td>24 VDC (16-30 VDC) 33.5 W, 355 m³/h, UR/CSA</td>
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<td>AM0071</td>
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<td>Air Filter Input</td>
<td>DGI</td>
<td>PPI-10C, sort</td>
<td>HxWxD: 150x330x20 mm</td>
<td>AXA1400 28 VDC</td>
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<tr>
<td>1 PCS</td>
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<td>KP0490</td>
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<td>Snubber Capacitor</td>
<td>Arcotronics</td>
<td>C4BHNBX4100ZAFJ</td>
<td>1µF 1000VDC 10%</td>
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<td>ATO fuse</td>
<td>Littelfuse</td>
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<td>5 A</td>
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</tr>
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<td>ATO fuse</td>
<td>Littelfuse</td>
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<td>Farnell: 213-7128</td>
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<tr>
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<td>SI2076</td>
<td></td>
<td>ATO fuse</td>
<td>Littelfuse</td>
<td>0287002.PXCN</td>
<td>2 A</td>
<td></td>
</tr>
</tbody>
</table>
This authorizes the application of the Certification Mark(s) shown below to the models described in the Product(s) Covered section when made in accordance with the conditions set forth in the Certification Agreement and Listing Report. This authorization also applies to multiple listee model(s) identified on the correlation page of the Listing Report.

This document is the property of Intertek Testing Services and is not transferable. The certification mark(s) may be applied only at the location of the Party Authorized To Apply Mark.

Applicant: GSE Holdings, Inc. DBA Hobart Ground Systems
Address: 11001 US Highway 41 North
Palmetto, FL. 34221
Country: USA
Contact: Ed Upshaw
Phone: (941) 721-1061
FAX: (941) 721-1081
Email: eupshaw@itwgse.us

Manufacturer: GSE Holdings, Inc. DBA Hobart Ground Systems
Address: 11001 US Highway 41 North
Palmetto, FL. 34221
Country: USA
Contact: Ed Upshaw
Phone: (941) 721-1061
FAX: (941) 721-1081
Email: eupshaw@itwgse.us

Party Authorized To Apply Mark: Same as Manufacturer
Report Issuing Office: Cortland, NY USA
Control Number: 118681

This document supersedes all previous Authorizations to Mark for the noted Report Number.

Intertek Testing Services NA Inc.
545 East Algonquin Road, Arlington Heights, IL 60005
Telephone 800-345-3851 or 847-439-5667 Fax 312-283-1672

Standard(s):
- Standard for Power Units Other than Class 2, UL-1012, 8th Edition, Dated November 9, 2010, including revisions through January 19, 2012.

Product: Power Supply
Models: 2400 GPU
PART G – 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, project information, grant requirements,
Davis Bacon Wage Rates, DBE, insurance and bond requirements, special conditions,
general conditions and plans and technical specifications. 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 05/04/20  Addendum No. 3; dated 05/22/20
Addendum No. 2; dated 05/18/20  Addendum No. 4; dated 05/28/20
Addendum No. 5; dated 05/29/20  Addendum No. 6; dated 05/22/20

I hereby propose to provide the services requested in this bid. I agree to hold pricing for at
least 180 calendar days to allow the Authority time to properly evaluate this bid. I agree
that the Authority terms and conditions (http://www.flylcpa.com/purchasing/) herein shall
take precedence over any conflicting terms and conditions submitted with the bid and
agree to abide by all conditions of this document.

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

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

thyssenkrupp Airport Systems, Inc
NAME OF BUSINESS

Enver Sarlar, Sales Officer
AUTHORIZED SIGNATURE
Brooke Smiddy, Controller
NAME, TITLE, TYPED
52-2089962
FEDERAL IDENTIFICATION #

3201 N. Sylvania Suite 117
MAILING ADDRESS
Fort Worth, TX, 76111
CITY, STATE & ZIP CODE
817-210-5012
TELEPHONE NUMBER / FAX NUMBER
enver.sarlar@thyssenkrupp.com
EMAIL ADDRESS

State of: Texas
County of: Tarrant

This foregoing instrument was acknowledged before me this 
2nd. day of
June 2020, by Enver Sarlar/Brooke Smiddy, who is personally known to
me or produced as identification.

Signature of Notary

LINDA K KINSEL
Notary ID #11543412
My Commission Expires
April 16, 2023

Serial/Commission No. 11543412
REVISED - ADDENDUM 5

FORM 2: OFFICIAL BID FORM. This form must be submitted with the bidder's bid submittal

RFB NO. 20-53MMW

BIDDER'S NAME: thyssenkrupp Airport Systems, Inc

BIDS ARE DUE ON: TUESDAY, JUNE 2, 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 solicitation documents, including but not limited to, Information to Bidders, Special Instructions and Requirements, Project Information, Insurance and Bonding Requirements, Disadvantaged Business Enterprise Program requirements, Project Plans and Specifications, schedule & phasing, forms, and other contract documents, and having fulfilled all bid requirements herein, agrees to furnish all labor, materials, equipment, and other incidental items, facilities and services necessary to perform:

**PASSENGER BOARDING BRIDGE REPLACEMENT**

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Estimated Quantity</th>
<th>Unit Price</th>
<th>Extended Price</th>
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<tbody>
<tr>
<td>1</td>
<td>Mobilization</td>
<td>LS</td>
<td>1</td>
<td>1,928,842.00</td>
<td>1,928,842.00</td>
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<td>2</td>
<td>DBE Mobilization</td>
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<td>276,016.00</td>
<td>276,016.00</td>
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<tr>
<td>3</td>
<td>Remove / Discard or Turnover to Owner: Phone</td>
<td>EACH</td>
<td>11</td>
<td>11.00</td>
<td>121.00</td>
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<td>4</td>
<td>Remove / Discard or Turnover to Owner: Illuminated Sign</td>
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<td>169.00</td>
<td>1,859.00</td>
</tr>
<tr>
<td>5</td>
<td>Remove / Discard or Turnover to Owner: Cable Hoist</td>
<td>EACH</td>
<td>11</td>
<td>169.00</td>
<td>1,859.00</td>
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<tr>
<td>6</td>
<td>Remove / Discard or Turnover to Owner: 10&quot; PBB Pre-Cool Plenum Hose</td>
<td>EACH</td>
<td>2</td>
<td>58.00</td>
<td>116.00</td>
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<tr>
<td>7</td>
<td>DCO - Demo Cut Out Sidewalks and haul off @ Existing Pile Caps</td>
<td>EACH</td>
<td>25</td>
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<td>39,200.00</td>
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<tr>
<td>8</td>
<td>Remove Existing Passenger Boarding Bridge</td>
<td>EACH</td>
<td>27</td>
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<td>534,789.00</td>
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<td>9</td>
<td>Remove Concrete Paving / Walkways @ Pile Caps</td>
<td>SQFT</td>
<td>5000</td>
<td>30.00</td>
<td>150,000.00</td>
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<tr>
<td>10</td>
<td>Hand Excavation around existing Pile Caps</td>
<td>CUYD</td>
<td>50</td>
<td>1,296.00</td>
<td>64,800.00</td>
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<tr>
<td>11</td>
<td>Pile Cap Edge Form</td>
<td>SQFT</td>
<td>1500</td>
<td>12.00</td>
<td>18,000.00</td>
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<tr>
<td></td>
<td>Description</td>
<td>Unit</td>
<td>Quantity</td>
<td>Unit Price</td>
<td>Total</td>
</tr>
<tr>
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<td>------------------------------------------------------------------------------</td>
<td>------</td>
<td>----------</td>
<td>------------</td>
<td>---------</td>
</tr>
<tr>
<td>12</td>
<td>Drill / Epoxy Dowels into exist. Pile Cap</td>
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<td>1050</td>
<td>63.00</td>
<td>66,150.00</td>
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<td>5000</td>
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<td>135,000.00</td>
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<td>15</td>
<td>Temporary Infill / Opening @ Gate Door (Remove &amp; Reinstall)</td>
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<td>27</td>
<td>286.00</td>
<td>7,722.00</td>
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<td>16</td>
<td>iOPS BMS Bldg Management System</td>
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<td>7,154,924.00</td>
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<td>New PBB A3-61/127 (including shipping to site, insurance)</td>
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<td>4,208,632.00</td>
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<td>New PBB A3-65/133 (including shipping to site, insurance)</td>
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<td>22</td>
<td>2 new PBB foundations for C1 and C2</td>
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<td>2</td>
<td>18,212.00</td>
<td>36,424.00</td>
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<td>23</td>
<td>New Fixed Walkway (40.0' LF start)</td>
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<td>2</td>
<td>87,410.00</td>
<td>174,820.00</td>
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<td>24</td>
<td>Gate Sign</td>
<td>EACH</td>
<td>27</td>
<td>1,842.00</td>
<td>49,734.00</td>
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<tr>
<td>25</td>
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<td>EACH</td>
<td>27</td>
<td>4,013.00</td>
<td>108,351.00</td>
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<td>26</td>
<td>Installation (Incl PBB, WW, GPU, PCA)</td>
<td>EACH</td>
<td>27</td>
<td>46,764.00</td>
<td>1,262,628.00</td>
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<td>Manufacturer Commissioning</td>
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<td>27</td>
<td>2,400.00</td>
<td>64,800.00</td>
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<tr>
<td>28</td>
<td>Remove and Cap Relocate Condensate Drain due at to Pile Cap Expansion Condensate will Drain to Pavement</td>
<td>EACH</td>
<td>27</td>
<td>523.00</td>
<td>14,121.00</td>
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<td>29</td>
<td>Re-Install 45-ton PCA Unit</td>
<td>EACH</td>
<td>4</td>
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<td>16,680.00</td>
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<td>30</td>
<td>New 45-ton PCA Unit</td>
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<td>19-18</td>
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<td>31</td>
<td>New 75-90 ton PCA Unit</td>
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<td>5</td>
<td>110,744.00</td>
<td>553,720.00</td>
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<tr>
<td>32</td>
<td>Disconnect / Make Safe Existing Electrical to Exist PBB</td>
<td>EACH</td>
<td>27</td>
<td>1,076.00</td>
<td>29,052.00</td>
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<tr>
<td>33</td>
<td>Re-Install Exist 400Hz SSFC 90KVA</td>
<td>EACH</td>
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<td>3,377.00</td>
<td>40,524.00</td>
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<td>Replace 400Hz SSFC 90KVA</td>
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<td>Replace 400Hz SSFC 180KVA</td>
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<td>300,040.00</td>
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<td>36</td>
<td>Cameras, Software Licensing &amp; Programming (Recording Servers and Video Storage Servers by LCPA)</td>
<td>EACH</td>
<td>27</td>
<td>74,369.00</td>
<td>2,007,963.00</td>
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<tr>
<td>37</td>
<td>Remove Stop Bar (1-Each)</td>
<td>LNFT</td>
<td>10</td>
<td>422.00</td>
<td>4,220.00</td>
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<tr>
<td>38</td>
<td>Striping to be Removed (Grind Only)</td>
<td>LNFT-S</td>
<td>4697-1</td>
<td>184,905.00</td>
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<td>39</td>
<td>Striping at Gates</td>
<td>LNFT-S</td>
<td>4079-1</td>
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<td>New Stop Bar (1-Each)</td>
<td>LNFT</td>
<td>10</td>
<td>304.00</td>
<td>3,040.00</td>
</tr>
</tbody>
</table>

**GRAND TOTAL EXTENDED BID PRICE**

- **24,268,558.00**

**NOTICE:** Bidders are responsible for verifying quantities to the degree he/she deems necessary in order to submit a lump sum bid. Quantities and unit prices will NOT be used to determine award in any case. The Grand Total Bid Price only will be used for consideration of low bid award. This is not a unit price contract. There will be NO adjustments for errors of quantity take offs or variations caused by existing conditions regardless of bidder's basis of information.

Bidder must bid on all bid items. Any bidder not bidding all bid items will be considered nonresponsive and disqualified.
NOTES / INSTRUCTIONS:

1) All bidders are required to hold their bid prices for 180 days after the date bids are due. Bidders shall provide a Bid Bond with their bid submittal. Bid Bonds shall be provided in the amount of 5% of the Grand Total Bid Number.

2) Bidder shall submit a complete bid including pricing for the entire scope of work and by providing unit costs for each item indicated herein. It shall be the bidder's sole responsibility to ensure formatting and mathematical calculations be precise and correct. Bidders shall provide prices for all items to be considered a complete and responsive bid.

3) Basis for ranking of bids shall be determined by a number of factors including but not limited to the Grand Total Bid Number for all items within the bid schedule.

4) The bidder shall provide a Unit Price and the extended Bid Price for each line item in the bid schedule. Failure to follow bid instructions may be grounds for bid rejection.

5) Prospective responsive low bidder (based on Grand Total Bid Number) will enter into a lump sum contract with the Lee County Port Authority.

6) Estimated quantities herein are published solely for the purpose of establishing the basis for lump sum bid award.

7) The project will be awarded as a lump sum contract according to the Grand Total Extended Bid Price of the lowest, responsive and responsible bidder.

8) C-105 Mobilization shall be limited to 10 percent of the Grand Total Bid Number.

9) The bidder proposes to furnish all material, equipment and labor to execute all work associated with the project.

10) All project design documents and specifications take precedence over any bid notes mentioned herein.

NAME OF BIDDER: thyssenkrupp Airport Systems, Inc
REVISED - ADDENDUM 2 - FORM 2: OFFICIAL BID FORM (Page 4 of 4)

Each Bidder must demonstrate the minimum qualifications set forth in Part B have been met by providing the information requested below. The inability to verify minimum qualifications have been met due to bidders' submission of inadequate, inaccurate or outdated reference information may result in determination of non-responsiveness. Attach additional sheets as needed to provide complete information.

Yes or No Yes. Bidder contracting in a corporate capacity is registered with the Florida Department of State and is authorized to do business in the State of Florida.

Yes or No Yes. Bidder has previously contracted with one or more medium or large hub FAA Part 139 airport(s) for work occurring on the airfield that was performed in accordance with FAA prescribed technical specifications, phasing and airfield maintenance of traffic procedures.

And,

Yes or No Yes. This/these contract(s) has/have a combined project value of no less than $10 million dollars with no individual contract valued at less than $2 million dollars.

And,

Yes or No Yes. This/these contract(s) has/have been performed within the past ten (10) years prior to the date bids are due.

Provide the following information for each contract Bidder is relying on to meet minimum qualifications

Name & location of Airport
Airport Contact Name and Title & Airport Contact Telephone and Email address
Project Name
Contract value & contract begin and end dates

Yes or No Yes. Bidder is a manufacturer of passenger boarding bridges (PBB) and has manufactured 100 or more PBB's for projects in the United States within the past ten years prior to date bids are due.

Yes or No No. Bidder's subcontractor is a manufacturer of passenger boarding bridges (PBB) and has manufactured 100 or more PBB's for projects in the United States within the past ten years. Name of proposed subcontractor?

Yes or No No. Bidder is an installer of passenger boarding bridges and has installed no less than three (3) passenger boarding bridge projects in the United States on projects of similar size and scope within five (5) years prior to the date bids are due.

Yes or No Yes. Bidder's subcontractor is an installer of passenger boarding bridges and has installed no less than three (3) passenger boarding bridge projects in the United States on projects of similar size and scope within five (5) years prior to the date bids are due. Name of proposed subcontractor? Airport Technical Support

Yes or No Yes. Bidder has not been found guilty by any court in the United States of crimes pertaining to industrial espionage or intellectual property theft.

Name of Bidder: thyssenkrupp Airport Systems, Inc
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<thead>
<tr>
<th>Project</th>
<th>Location</th>
<th>Estimated Value</th>
<th>Project Completion Date</th>
<th>Number of PBB's</th>
<th>Owner</th>
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<td>Manuel Freire, Construction Manager, 305-869-3471, c 786-498-7587, <a href="mailto:mfreire@miami-airport.com">mfreire@miami-airport.com</a></td>
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<td>Scott Coleman, 205-328-4000, f: 205-458-0147, <a href="mailto:bhmairport@brasfieldgorrie.com">bhmairport@brasfieldgorrie.com</a></td>
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<td>James Praestegaard, Project Manager, 2000 Airport Road, NE Calgary, AB, T2E 6W5 403-735-5503, c: 403-801-5105, <a href="mailto:jamesp@yyc.com">jamesp@yyc.com</a></td>
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<td>Bogota City, Columbia</td>
<td>16,644,463</td>
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<td>Dan Colburn, 602-478-3676/John Neil, <a href="mailto:jneil@tdpc1.com">jneil@tdpc1.com</a></td>
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<td>Gerard Balajadia, Maintenance, 2971 Carrier, Ave., Sanford FL 27733, 407-585-4611 c: 407-969-9998, <a href="mailto:gerard.balajadia@aww.aero">gerard.balajadia@aww.aero</a></td>
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<td>Rona Kysilovsky, Project Manager, 617-568-3972, f: 617-568-5999 <a href="mailto:rksilosky@massport.com">rksilosky@massport.com</a></td>
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<td>Barbara Rupert, Project Manager, 613-248-2000 ext.1910 <a href="mailto:barb.rupert@ow.ca">barb.rupert@ow.ca</a></td>
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<td>Oleg Melenevsky, 7 499 714 39 50/Vladimir Shaskin, <a href="mailto:shashkinvig@gmail.com">shashkinvig@gmail.com</a></td>
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<td>Giovanni, Rainieri, 809-959-2376/Tim Schneiter, 407-248-9036, <a href="mailto:tscneiter@aviatdesign.com">tscneiter@aviatdesign.com</a></td>
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<td>7,797,742</td>
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<td>Aeroports de Montreal</td>
<td>Philippe Lacombe, 514-394-7283, Procurement Contract Agent, 800 Place Leigh-Capreo, Dorval,Quebec, Canada, <a href="mailto:philippe.lacombe@admtl.com">philippe.lacombe@admtl.com</a></td>
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<td>Mike Napoli, Corporate Real Estate-Project Manager-Airport Planning, 4333 Amon Carter Blvd., Fort Worth TX. 76155, 817-967-1097, c 817-863-6174, <a href="mailto:mike.napoli@aa.com">mike.napoli@aa.com</a></td>
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<td>Mike Napoli, Corporate Real Estate-Project Manager-Airport Planning, 4333 Amon Carter Blvd., Fort Worth TX, 76155, 817-967-1097, c 817-863-6174, <a href="mailto:mike.napoli@a3.com">mike.napoli@a3.com</a></td>
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<td>Louie Feralito, Technical Lead G5E Ramp Specialist, 151 Michigan Ave. Ste. 543, Miami Beach, Fl. 33139, 305-213-8590, <a href="mailto:Louis.Feralito@aecom.com">Louis.Feralito@aecom.com</a></td>
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<td>2,167,880</td>
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<td>Calgary Airport Authority</td>
<td>Jill McNichol, PMP, 403-735-1515, <a href="mailto:jillm@yvc.com">jillm@yvc.com</a></td>
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<td>Diana Lewis, 540-362-1999, fax: 540-540-563-4838, <a href="mailto:dianalewis@flyroa.com">dianalewis@flyroa.com</a></td>
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<td>Phil Randel, 936-615-5346,</td>
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<td>Gregory Shotto, Project Manager, 6305 Ivy Lane, Suite 800, Greenbelt, MD, 20770, 410-365-037, <a href="mailto:gregory.shotto@whiting-turner.com">gregory.shotto@whiting-turner.com</a></td>
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<td>Charlotte Douglas International Airport</td>
<td>Crystal Bailey, 704-359-4813 <a href="mailto:cbailey@clairairport.com">cbailey@clairairport.com</a>/John Worley, Maintenance, 704-579-2882, c 704-359-4885, <a href="mailto:jaworley@clairairport.com">jaworley@clairairport.com</a></td>
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<td>Jerome-Alexandre Soumaste, Senior Project Manager, Ste. 306 Terrace on the Square, 8-10 Rowan Street, St. John’s, NL A1B @X1, Canada, 709-986-4759’ <a href="mailto:jsoumaste@stjohnsairport.com">jsoumaste@stjohnsairport.com</a></td>
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<td>Port Authority of New York/Tutor/Parsons, JV</td>
<td>Tim Sarre, P.E., 1000 Main St., New Rochelle, NY 10801, 818-408-5554, <a href="mailto:tim.sarre@tutorperini.com">tim.sarre@tutorperini.com</a></td>
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<td>Martin Connolly, Program Admin. Contract Mgt. 914-231-1329 fax 914-231-1546 <a href="mailto:mmcf@westchestergov.com">mmcf@westchestergov.com</a></td>
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<td>J.H. Findorff &amp; Sons</td>
<td>Jon Winch, Project Engineer, 608-316-9343, <a href="mailto:jwinch@findorff.com">jwinch@findorff.com</a></td>
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<td>Jonathan Kwan, Project Manager, 3111 Convair Dr. Toronto, AMF, ON LSP 182, 1-416-776-3676, f: 416-776-5740</td>
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<td></td>
</tr>
<tr>
<td>Buenos Aires Ezeiza International Airport</td>
<td>Argentina - Buenos Aires</td>
<td>AD</td>
<td>5</td>
<td>2015</td>
<td>2016</td>
<td></td>
</tr>
<tr>
<td>Dubai International Airport</td>
<td>United Arab Emirates - Dubai</td>
<td>AD</td>
<td>3</td>
<td>2015</td>
<td>2016</td>
<td></td>
</tr>
<tr>
<td>Singapore Changi Airport</td>
<td>Singapore - Singapore</td>
<td>AD</td>
<td>2</td>
<td>2015</td>
<td>2016</td>
<td></td>
</tr>
<tr>
<td>Newark Liberty International Airport</td>
<td>United States - Newark, NJ</td>
<td>AD</td>
<td>1</td>
<td>2015</td>
<td>2016</td>
<td></td>
</tr>
<tr>
<td>Beijing Capital International Airport</td>
<td>China - Beijing</td>
<td>AD</td>
<td>2</td>
<td>2015</td>
<td>2016</td>
<td></td>
</tr>
<tr>
<td>Seoul Incheon International Airport</td>
<td>South Korea - Seoul</td>
<td>AD</td>
<td>1</td>
<td>2015</td>
<td>2016</td>
<td></td>
</tr>
<tr>
<td>Istanbul Ataturk International Airport</td>
<td>Turkey - Istanbul</td>
<td>AD</td>
<td>2</td>
<td>2015</td>
<td>2016</td>
<td></td>
</tr>
<tr>
<td>Madrid Barajas International Airport</td>
<td>Spain - Madrid</td>
<td>AD</td>
<td>1</td>
<td>2015</td>
<td>2016</td>
<td></td>
</tr>
<tr>
<td>Lagos International Airport</td>
<td>Nigeria - Lagos</td>
<td>AD</td>
<td>2</td>
<td>2015</td>
<td>2016</td>
<td></td>
</tr>
<tr>
<td>Sao Paulo Guarulhos International Airport</td>
<td>Brazil - Sao Paulo</td>
<td>AD</td>
<td>1</td>
<td>2015</td>
<td>2016</td>
<td></td>
</tr>
<tr>
<td>Mexico City International Airport</td>
<td>Mexico - Mexico City</td>
<td>AD</td>
<td>2</td>
<td>2015</td>
<td>2016</td>
<td></td>
</tr>
<tr>
<td>Buenos Aires Ezeiza International Airport</td>
<td>Argentina - Buenos Aires</td>
<td>AD</td>
<td>1</td>
<td>2015</td>
<td>2016</td>
<td></td>
</tr>
<tr>
<td>Dubai International Airport</td>
<td>United Arab Emirates - Dubai</td>
<td>AD</td>
<td>1</td>
<td>2015</td>
<td>2016</td>
<td></td>
</tr>
<tr>
<td>Singapore Changi Airport</td>
<td>Singapore - Singapore</td>
<td>AD</td>
<td>1</td>
<td>2015</td>
<td>2016</td>
<td></td>
</tr>
<tr>
<td>Newark Liberty International Airport</td>
<td>United States - Newark, NJ</td>
<td>AD</td>
<td>1</td>
<td>2015</td>
<td>2016</td>
<td></td>
</tr>
<tr>
<td>Beijing Capital International Airport</td>
<td>China - Beijing</td>
<td>AD</td>
<td>1</td>
<td>2015</td>
<td>2016</td>
<td></td>
</tr>
<tr>
<td>Seoul Incheon International Airport</td>
<td>South Korea - Seoul</td>
<td>AD</td>
<td>1</td>
<td>2015</td>
<td>2016</td>
<td></td>
</tr>
<tr>
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<td>Turkey - Istanbul</td>
<td>AD</td>
<td>1</td>
<td>2015</td>
<td>2016</td>
<td></td>
</tr>
<tr>
<td>Madrid Barajas International Airport</td>
<td>Spain - Madrid</td>
<td>AD</td>
<td>1</td>
<td>2015</td>
<td>2016</td>
<td></td>
</tr>
<tr>
<td>Airport</td>
<td>Location</td>
<td>Customer</td>
<td>Type</td>
<td>Qty. Sold</td>
<td>Mfg Start</td>
<td>Mfg End</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>---------------------</td>
<td>-----------------------------------------</td>
<td>------</td>
<td>-----------</td>
<td>-----------</td>
<td>---------</td>
</tr>
<tr>
<td>Fayetteville Regional</td>
<td>US-Fayetteville, NC</td>
<td>Resolute Building Co.</td>
<td>AD</td>
<td>3</td>
<td>2018</td>
<td>2019</td>
</tr>
<tr>
<td>Worcester Regional Airport</td>
<td>US-Worcester, MA</td>
<td>Massachusetts Port Authority</td>
<td>AD</td>
<td>2</td>
<td>2018</td>
<td>2019</td>
</tr>
<tr>
<td>Dallas Fort Worth International Airport</td>
<td>US-Dallas, TX</td>
<td>DFW Airport</td>
<td>AD</td>
<td>6</td>
<td>2018</td>
<td>2019</td>
</tr>
<tr>
<td>Central Wisconsin</td>
<td>US-Mosinee, WI</td>
<td>J.H. Findorff &amp; Sons, Inc.</td>
<td>AD</td>
<td>4</td>
<td>2019</td>
<td>2019</td>
</tr>
<tr>
<td>Toronto Pearson International Airport</td>
<td>Canada-Toronto</td>
<td>GTAA</td>
<td>AD</td>
<td>2</td>
<td>2018</td>
<td>2019</td>
</tr>
<tr>
<td>Chicago O’Hare International Airport</td>
<td>US-Chicago, IL</td>
<td>American Airlines</td>
<td>AD</td>
<td>2</td>
<td>2019</td>
<td>2019</td>
</tr>
<tr>
<td>Midland International Airport</td>
<td>Midland, TX.</td>
<td>City of Midland</td>
<td>AD</td>
<td>2</td>
<td>2020</td>
<td>2020</td>
</tr>
</tbody>
</table>
FORM 3: LOBBYING AFFIDAVIT
Note: This form must be submitted with the bidder's bid submittal

Enver Sarilar, 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: June 1, 2020

State of: Texas
County of: Tarrant

This foregoing instrument was acknowledged before me this 1st. day of June 1, 2020, by Enver Sarilar, who is personally known to me or produced 11543412 as identification.

Signature of Notary

LINDA K KINSEL
Notary ID #11543412
My Commission Expires April 16, 2023

Serial/Commission No.
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: thyssenkrupp Airport Systems, Inc

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: Texas
County of: Tarrant

This foregoing instrument was acknowledged before me this ____ day of June, 2020, by Enver Sarilar, who is personally known to me or produced as identification.

Signature of Notary

Note: This form must be submitted with the bidder's bid submittal
FORM 6: BID BOND

BID BOND NO. N/A

ThyssenKrupp Airport Systems, Inc., as Principal, and Aspen American Insurance Company, a corporation licensed to do business in the State of Florida as a surety, are held firmly bound unto LEE COUNTY PORT AUTHORITY, LEE COUNTY, FLORIDA (obligee), in the sum of $FIVE Percent of Amount Bid ($5% ___) for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this 29th day of May, 2020.

WHEREAS, said Principal is herewith submitting a bid for RFB 20-53MMW, Passenger Boarding Bridge Replacement – Southwest Florida International Airport.

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the contract upon said bid within the specified time and shall enter into a written agreement, satisfactory in form, and shall provide an acceptable Performance and Payment Bond from a Surety acceptable to the Authority as well as other insurance as may be required by the Authority within ten (10) calendar days from the issuance of the written Notice of Intent to Award date, or within such extended period as the Port Authority may grant, then this obligation shall be null and void. Otherwise, said Principal and Surety shall pay to said Authority in money the difference between the amount of the bid of said Principal and the amount for which said Authority may legally contract with another party to perform said work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney’s fees incurred by said Port Authority if suit be brought hereon, but in no event shall said Surety’s liability exceed the penal sum hereof plus such expenses and attorney’s fees. For purposes of unsuccessful bid protests filed by the Principal herein, this obligation shall bind the Surety to pay costs and damages associated with the bid protest or delays to the project upon finding from the Board of Port Commissioners for Lee County that the bid protest was frivolous and/or lacked merit.

Witness as to Principal: ThyssenKrupp Airport Systems, Inc. (SEAL) (Principal)

[Signature]

Witness as to Surety: Aspen American Insurance Company (SEAL) (Surety’s name)

[Signature] Kimberly Bragg (By: As Attorney in Fact, Surety)

Affix Corporate Seals and attach proper Power of Attorney for Surety.
ACKNOWLEDGEMENT OF SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 20th day of May, 2020, before me personally came Kimberly Bragg to me known, who being by so duly sworn, did depose and say that he/she is Attorney-In-Fact of

Aspen American Insurance Company

the Corporation described in and which executed the foregoing instrument; that he/she knows the seal of said Corporation; that the seal affixed by authority granted to him/her in accordance with By-Laws of the said Corporation, and that he/she signed his/her name thereto by like authority.

Sarah E. Green
Notary Public, Sarah E. Green

"OFFICIAL SEAL"
SARAH E. GREEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2/17/2024
Surety Bond No. Bid Bond
Principal: ThyssenKrupp Airport Systems, Inc.
Obligee: Lee County Port Authority

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: Kimberly Bragg of Willis Towers Watson Midwest, Inc. its true and lawful Attorney-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/ her sole signature and act; any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect:

VOTED: All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

VOTED: The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

Michael Toppi, Executive Vice President, Scott Sadowsky, Senior Vice President, Matthew Raino, Vice President, Kevin Gillen, Senior Vice President and Ryan Field, Vice President,

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

VOTED: That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereeto affixed this 24th day of June, 2016.

STATE OF CONNECTICUT COUNTY OF HARTFORD

Kevin Gillen, Senior Vice President

Aspen American Insurance Company

On this 24th day of June, 2016 before me personally came Kevin Gillen to me known, who being by me duly sworn, did depose and say; that he/she is Senior Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions thereof.

Patricia C. Tabe Notary Public

My commission expires: May 31, 2021

CERTIFICATE

I, the undersigned, Kevin Gillen of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this 29th day of May 2020.

By: 

Name: Kevin Gillen, Senior Vice President

* For verification of the authenticity of the Power of Attorney you may call (860) 760-7728 or email: Patricia.Tabe@aspen-insurance.com
FORM 7: RESERVED
FORM 8: RESERVED
FORM 9: Utilization Statement: Disadvantaged Business Enterprise (DBE). Note:
This form must be submitted with the bidder’s bid submittal

By completing this form Bidders must identify and document whether they will meet the Port Authority’s DBE participation goal for this project (10%), and if not, Bidders should identify and document its good faith efforts to meet the goal, as set forth in 49 CFR, Appendix A, Subpart C 26.53.

<table>
<thead>
<tr>
<th>DBE Firm Name(s)</th>
<th>$ Value of Work</th>
<th>Percent of Total Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Davis Freight Management</td>
<td>$498,502.00</td>
<td>2.05%</td>
</tr>
<tr>
<td>Type of Work/Specialty: Freight</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Structures Development Group, Inc</td>
<td>$2,431,794.00</td>
<td>10.02%</td>
</tr>
<tr>
<td>Type of Work/Specialty: Electrical and Concrete</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. ________________________________  $_________________________  __________%  
Type of Work/Specialty: ________________________________

4. ________________________________  $_________________________  __________%  
Type of Work/Specialty: ________________________________

5. ________________________________  $_________________________  __________%  
Type of Work/Specialty: ________________________________

*Attach Additional Sheets as Necessary*

The undersigned bidder has satisfied the requirements of the bid conditions in the following manner. (Please mark appropriate box)

☐ The bidder is committed to a minimum of 10% DBE utilization on this project.

☐ The bidder, while unable to meet the established goal, hereby commits to a minimum of ______% DBE utilization on this project and also submits documentation, as an attachment(s) demonstrating good faith efforts (GFE).

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Value of Base Bid</td>
<td>$24,268,553.00</td>
</tr>
<tr>
<td>Total of DBE Subcontract(s) Work</td>
<td>$2,930,296.00</td>
</tr>
</tbody>
</table>

Print Bidder’s/Offeror’s Company Name: thyssenkrupp Airport Systems, Inc
Print Name of Authorized Representative: Enver Sarilar

Company Address: 3201 N. Sylvania Suite 117
City: Fort Worth State: Texas Zip Code: 76111
Phone Number: 817-210-5012  E-mail: enver.sarilar@thyssenkrupp.com

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein, have agreed to perform a commercially useful function as described in 49 CFR Part 26.55(c) in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Lee County Port Authority and the CM for this project.

Signature of Authorized Representative: [Signature]
Date: 6/7/2020

46
FORM 9: Utilization Statement: Disadvantaged Business Enterprise (DBE). Note: This form must be submitted with the bidder’s bid submittal

By completing this form Bidders must identify and document whether they will meet the Port Authority’s DBE participation goal for this project (10%), and if not, Bidders should identify and document its good faith efforts to meet the goal, as set forth in 49 CFR, Appendix A, Subpart C 26.53.

**CERTIFIED DBE(s) LIST**

<table>
<thead>
<tr>
<th>DBE Firm Name(s)</th>
<th>$ Value of Work</th>
<th>Percent of Total Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Davis Freight Management</td>
<td>$498,502.00</td>
<td>2.05 %</td>
</tr>
<tr>
<td><strong>Type of Work/ Specialty:</strong> Freight</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Structures Development Group, Inc.</td>
<td>$2,431,794.00</td>
<td>10.02 %</td>
</tr>
<tr>
<td><strong>Type of Work/ Specialty:</strong> Electrical and Concrete</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>$</td>
<td>%</td>
</tr>
<tr>
<td><strong>Type of Work/ Specialty:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>$</td>
<td>%</td>
</tr>
<tr>
<td><strong>Type of Work/ Specialty:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>$</td>
<td>%</td>
</tr>
<tr>
<td><strong>Type of Work/ Specialty:</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Attach Additional Sheets as Necessary*

The undersigned bidder has satisfied the requirements of the bid conditions in the following manner. (Please mark appropriate box)

- [x] The bidder is committed to a minimum of **10 %** DBE utilization on this project.
- [ ] The bidder, while unable to meet the established goal, hereby commits to a minimum of **X %** DBE utilization on this project and also submits documentation, as an attachment(s) demonstrating good faith efforts (GFE).

<table>
<thead>
<tr>
<th>Total Value of Base Bid</th>
<th>$24,268,558.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total of DBE Subcontract(s) Work</td>
<td>$2,930,296.00</td>
</tr>
</tbody>
</table>

**Print Bidder’s/Offeror’s Company Name**
thyssenkrupp Airport Systems, Inc

**Print Name of Authorized Representative**
Enver Sarilar

**Company Address:**
3201 N. Sylvania Suite 117

**City:** Fort Worth **State:** Texas **Zip Code:** 78111

**Phone Number:**
817-210-5012 **E-mail:** enver.sarilar@thyssenkrupp.com

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE Firm(s) listed herein, have agreed to perform a commercially useful function as described in 49 CFR Part 26.65(c) in the work items noted for each firm. The undersigned further understands that no changes to the statement may be made without prior approval from the Lee County Port Authority and the CM for this project.

Signature of Authorized Representative: ____________________________

Date: 6/2/2020
FORM 10: LETTER OF COMMITMENT: Disadvantaged Business Enterprise (DBE)

LETTER OF COMMITMENT
Disadvantaged Business Enterprise
(This page shall be submitted with bid submittal for each proposed DBE firm)

Bidder/Offeror
Company Name: thyssenkrupp Airport Systems, Inc
Project Name/#: Passenger Boarding Bridge Replacement/20-53MM/MW

DBE Firm:
Company Name: Structures Development Group, Inc
Address: 6601 Broken Arrow Rd
City: Ft. Myers State: Florida Zip: 33912

DBE Contact Person: Name: Mona Henry Phone: (237) 288-6090
E-mail: mona@structureids.com

<table>
<thead>
<tr>
<th>Work items(s) to be performed by DBE Firm</th>
<th>Quantity/Unit Price</th>
<th>Total Value of Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrical</td>
<td></td>
<td>1,882,425.00</td>
</tr>
<tr>
<td>Concrete</td>
<td></td>
<td>569,369.00</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td></td>
<td><strong>2,431,794.00</strong></td>
</tr>
</tbody>
</table>

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

Total DBE contract amount: $2,431,794.00

Affirmation:
The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: [Signature of DBE Firm's Authorized Representative] [Date: 6/1/2020]

(Title)

*In the event the bidder does not receive award of bid, any and all representations in this Letter of Commitment and Affirmation shall be null and void.*

47
This certificate acknowledges that the above named firm is approved by the Florida Unified Certification Program (FUCP) as a Disadvantaged Business Enterprise (DBE), under rules promulgated by the U.S. Department of Transportation (DOT) in Title 49, Part 26.5 of the U.S. Code of Federal Regulations.

This certification entitles the above named firm to provide product(s) and/or service(s) and receive DBE credits under the following category(s) only: Commercial and Institutional Building Construction, Residential Remodelers

MICS Code(s): 23611, 236118, 236220

ANNIVERSARY DATE: Annually April 14
REVIEW DATE: April 14, 2022

Jeff Mulder, A.A.E.
Executive Director

Florida Unified Certification Program

Disadvantaged Business Enterprise

Structures Development Group, Inc.

CERTIFIED

LEE COUNTY PORT AUTHORITY
CERTIFYING AGENCY

Dorothy A. Rodriguez
DBE Program Manager
FORM 10: LETTER OF COMMITMENT: Disadvantaged Business Enterprise (DBE)

LETTER OF COMMITMENT
Disadvantaged Business Enterprise
(This page shall be submitted with bid submittal for each proposed DBE firm)

Bidder/Offeror
Company Name: thyssenkrupp Airport Systems, Inc
Project Name/#: Passenger Boarding Bridge Replacement/20-53MMW

DBE Firm:
Company Name: Davis Freight Management
Address: 1323B Broadway
City: Alden State: NY Zip 14004

DBE Contact Person: Name: Wendy Davis Schlabach Phone: (716) 716-902-4244
E-mail: wendy@shipdavisfreight.com

<table>
<thead>
<tr>
<th>Work items(s) to be performed by DBE Firm</th>
<th>Quantity/Unit Price</th>
<th>Total Value of Work</th>
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The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

Total DBE contract amount: $498,502.00

Affirmation:
The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: [Signature of DBE Firm's Authorized Representative] (Date)

*In the event the bidder does not receive award of bid, any and all representations in this Letter of Commitment and Affirmation shall be null and void.

DBE Letter of Commitment – 02/05/2020 JR
October 7, 2019

Ms. Wendy Davis-Schlabach
DAVIS FREIGHT MANAGEMENT, INC.
13238 Broadway
Alden, New York 14004

ANNIVERSARY DATE – Annually, on November 12th

Dear Ms. Davis-Schlabach:

Broward County is pleased to announce Davis Freight Management, Inc. has renewed its certification as a Disadvantaged Business Enterprise [DBE] in Florida, under a Unified Certification Program [UCP] in accordance with 49 CFR, PART 26.

DBE certification continues from your anniversary date, but is contingent upon Davis Freight Management, Inc. renewing its eligibility annually through this office, the Office of Economic and Small Business Development (OESBD). OESBD will notify you in advance of your obligation to provide continuing eligibility documents; however, ensuring continued certification is your responsibility. Failure to continue your eligibility will result in immediate action to decertify Davis Freight Management, Inc. as a DBE.

As long as Davis Freight Management, Inc. is listed in the DBE Directory, it is considered DBE Certified by all Florida UCP Members.

DBE Certification is subject to actions by governmental agencies impacting the disadvantaged status of Davis Freight Management, Inc.

Davis Freight Management, Inc. will be listed in Florida’s UCP DBE Directory which can be accessed via the internet, at:

https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch

DBE certification is NOT a guarantee of work, but enables Davis Freight Management, Inc. to compete for, and perform, contract work on all USDOT Federal Aid (FAA, FTA and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, and sub-consultant or material supplier.
If, at any time, there is a material change in Davis Freight Management, Inc. including, but not limited to, ownership, officers, directors, scope of work being performed, daily operations, affiliations with other businesses or individuals or physical location of Davis Freight Management, Inc., you must notify OESBD, in writing, without delay. Notification should include supporting documentation. You will receive acknowledgement and confirmation of continued eligibility, if applicable after notification of changes.

Davis Freight Management, Inc. may compete for, and perform, work on all USDOT Federal Aid projects throughout Florida, receiving DBE credit for work performed in the following areas:

NAICS CODES: 484121 General Freight Trucking, Long-Distance, Truckload
NAICS CODES: 484230 Specialized Freight Trucking (except used goods) Long Distance
NAICS CODES: 488510 Freight Transportation Arrangement
NAICS CODES: 488999 All Other Support Activities for Transportation
NAICS CODES: 492110 General Warehousing and Storage

Please feel free to contact OESBD for any questions or concerns pertaining to your DBE certification. Our telephone number is (954) 357-6400; our fax number is (954) 357-5674.

Sincerely,

[Signature]

Sandy-Michael McDonald, Director
Office of Economic and Small Business Development
### Inputs:

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<td>Roof Load:</td>
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<td>Finished Floor Height:</td>
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<td>Wind Load, Operational: (7-10 LRFD)</td>
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### Use LRFD Factored Loads?

- **N**

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### Notes:

1. Calculations for reaction loads per AISC 7-10 LRFD.
2. Rotunda column reactions vary more with design conditions than bridge model.
3. Actual foundation design is by others. Appropriate safety factors should be applied to these loads.
4. Walkway calculation is for a walkway that is supported on the terminal end by a column or support, and on the bridge end by a haunch. The WW is in-line with the bridge centerline.
5. Reactions include auxiliary equipment (PCA, 400Hz) that may be on the bridge.

The information contained on this page is the sole property of ThyssenKrupp Airport Systems (TKAS). Any use or disclosure of this to others without the prior written approval of TKAS is prohibited.
NOTES:
1. ROTUNDA DIMENSIONS (NOMINAL) - DOOR OPENING AT TERMINAL: 59.45" W X 90.91" H [1510mm X 2309mm]
   ROTATION: ± 87.5° (175° TOTAL)
2. TUNNEL INTERIOR DIMENSIONS (NOMINAL) -
   A - TUNNEL:  4'-11" W X 6'-11 3/16" H [1500mm X 2113mm]
   B - TUNNEL:  5'-9 11/16" W X  7'-10 13/32" H [1770mm X 2398mm]
   C - TUNNEL:  6'-8 5/16" W X  8'-9 5/8" H [2040mm X 2683mm]
3. ROTATING CAB DIMENSIONS (NOMINAL) -
   CANOPY (INTERNAL) WIDTH:  10'-2 1/2" [3111.5mm]
   ROTATION:  95° LEFT & 40° RIGHT (135° TOTAL)
4. LIFT AND DRIVE DIMENSIONS (NOMINAL) -
   HYDRAULIC LIFT CYLINDER STROKE:  120" [3048mm]
   WHEEL ROTATION:  90° LEFT & 90° RIGHT (180° TOTAL)
5. RETRACTION TO ELECTRICAL LIMITS (DIM "C") & EXTENSION TO ELECTRICAL LIMITS (DIM "E") ARE AT THE ELECTRICAL E-STOP, MECHANICAL STOPS ARE ±2.3" PAST E-STOP.
6. RECOMMENDED RETRACTION AND EXTENSION IS 39.37" [1000mm] SHORT OF ELECTRICAL STOPS.
7. MODEL TC 44-0020-65-3 SHOWN

8/19/11A 9243
4/14/15B 11051
### TABLE 1: BRIDGE OPERATIONAL LIMITS

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<th>&quot;A&quot;</th>
<th>&quot;B&quot;</th>
<th>&quot;C&quot;</th>
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### Notes:
1. **Rottunda Dimensions (Nominal):**
   - Door Opening at Terminal: 20.6' x 8.8' (1950 x 260mm)
   - Rotation: 8.6' x 7.7' (260 x 235mm)
2. **Tunnel Interior Dimensions (Nominal):**
   - A: TUNNEL: 4.10' x 7.7' (1250 x 235mm)
   - B: TUNNEL: 5.7' x 8.0' (1700 x 240mm)
   - C: TUNNEL: 3.4' x 9.0' (1000 x 2200mm)
3. **Rotating Case Dimensions (Nominal):**
   - Canopy (Interior): 127' x 72' (38.1 x 22.0m)
   - Rotation: 45' x 45' (13.5 x 13.5m)
4. **Lift and Drive Dimensions (Nominal):**
   - Hydraulic Lift Extension Stroke: 30' (914mm)
   - Wheel Rotation: 28' (150.4mm)
5. **Retraction to Electrical Limits:**
   - When Ice Scrapers are Used, the Retraction to Electrical Limits (80') is Reduced by 3'.
   - Mechanical Stop for Retraction is Relocated 1/2' Past E-Stops.
6. **Recommended Retraction and Extension:**
   - E: 30' (890mm) Short of Electrical Stops,
**ThyssenKrupp Airport Systems**

**Recommended Spare Parts List**

**Project Name:** Southwest Florida Int’l Airport (RSW)  
**Project Number:** Bids 27  
**# of Bridges:** 27

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**Subtotal** $38,375.52

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**NOTE:** These spare parts lists are for bid purposes only.  
**DO NOT** order from these lists.

Mechanical 1 of 1
## ELECTRICAL SPARE PARTS

<table>
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<tr>
<th>Bid Part #</th>
<th>Description</th>
<th>MFG Name</th>
<th>MFG Model #</th>
<th>Base Qty</th>
<th>Project Qty</th>
<th>Unit Price</th>
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**NOTE:** These spare parts lists are for bid purposes only. **DO NOT** order from these lists.
# Electricity Spare Parts

**Project Name:** Southwest Florida Int'l Airport (RSW)  
**Project Number:** Bids 27  
**# of Bridges:** 27

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<thead>
<tr>
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<th>Description</th>
<th>MFG Name</th>
<th>MFG Model #</th>
<th>Base Qty</th>
<th>Project Qty</th>
<th>Unit Price</th>
<th>Total</th>
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**Lead-Time estimate 1-2 weeks upon receipt of purchase order. Cost includes FOB TKAS Fort Worth, TX**

**Note:** The above recommended spare parts listing is standard. Part numbers and prices are subject to change due to project specification requirements.

Subtotal $21,026.19

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**DO NOT ORDER FROM THESE LISTS.**

**NOTE:** These spare parts lists are for bid purposes only.
# ThyssenKrupp Airport Systems

## Recommended Spare Parts List

**Project Name:** Southwest Florida Int'l Airport (RSW)  
**Project Number:** Bids 27  

<table>
<thead>
<tr>
<th>Bid Part #</th>
<th>Description</th>
<th>MFG Name</th>
<th>MFG Model #</th>
<th>Base Qty</th>
<th>Project Qty</th>
<th>Unit Price</th>
<th>Total</th>
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<tbody>
<tr>
<td>BDA5228400</td>
<td>HYDRAULIC PUMP</td>
<td>PARKER</td>
<td>334-9112-227</td>
<td>1</td>
<td>2</td>
<td>$368.08</td>
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<tr>
<td>BDA5228403</td>
<td>PC FLOW CONTROL</td>
<td>PARKER</td>
<td>FR101S550-20</td>
<td>1</td>
<td>2</td>
<td>$79.20</td>
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<tr>
<td>BDA5234600</td>
<td>PILOT OPERATED RELIEF VALVE</td>
<td>PARKER</td>
<td>RAH101S50</td>
<td>1</td>
<td>2</td>
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<tr>
<td>BDA5228405</td>
<td>DIRECTIONAL VALVE</td>
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<td>DSL104BD024D</td>
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<tr>
<td>BDA5228407</td>
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<td>BDA5228408</td>
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<tr>
<td>BDA5234168</td>
<td>FILTER ELEMENT, HPU</td>
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<td>BDA5228413</td>
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<td>PARKER</td>
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<td>2</td>
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<tr>
<td>BDA5228414</td>
<td>LEVEL GAUGE</td>
<td>PARKER</td>
<td>SNA-254-8-8-6-12</td>
<td>1</td>
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<tr>
<td>BDA5228416</td>
<td>CYLINDER HOSE ASSEMBLY</td>
<td>TKAS</td>
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<td>1</td>
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<tr>
<td>BDA5228417</td>
<td>PO CHECKHOSE ASSEMBLY</td>
<td>TKAS</td>
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<tr>
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<td>PUMP HOSE ASSEMBLY</td>
<td>TKAS</td>
<td>FAX0606G05-6-10-6-18.00</td>
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<tr>
<td>BDA5232026</td>
<td>O RING KIT, WILSON HPU</td>
<td>PARKER</td>
<td>A4230293</td>
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<td>$33.00</td>
<td>$66.00</td>
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<tr>
<td>BDA5215690</td>
<td>ELECTRIC MOTOR, 7.5 HP, 460VAC</td>
<td>PARKER</td>
<td>WWE7.5-18-213TD</td>
<td>1</td>
<td>2</td>
<td>$1,445.25</td>
<td>$2,890.49</td>
</tr>
</tbody>
</table>

**Lead-Time estimate 1-2 weeks upon receipt of purchase order. Cost includes FOB TKAS Fort Worth, TX**

**Note:** The above recommended spare parts listing is standard. Part numbers and prices are subject to change due to project specification requirements.
Statement of NFPA 415-2013 (Standard on Airport Terminal Buildings, Fueling Ramp Drainage and Loading Walkways) Compliance

This is to certify that all Passenger Boarding Bridges furnished by ThyssenKrupp Airport Systems, Inc. are designed and manufactured in strict accordance with the requirements of NFPA 415-2013. We further state that:

1. All components and assemblies of the bridges required to be tested under NFPA 415-2013 have been tested for compliance by a Nationally Recognized Testing Laboratory (NRTL) and meet or exceed the requirements of the standard.

2. The design and construction of the entire bridge is in compliance with all the requirements of NFPA 415-2013.

3. There have been no design changes since the component testing that would materially affect the outcome of the test certifications.

NFPA 415-2013 Section 6.4.6 Test of Floors
The bridge floor was tested and complied with NFPA 415-2013 as recorded by Intertek Testing Services NA, Inc. Test Report 3181041SAT-014, which includes material list, tested construction, and compliance information.

NFPA 415-2013 Section 6.4.6 Test of Walls
The bridge glass wall was tested and complied with NFPA 415-2002 as recorded by Southwest Research Institute, Project No. 01.11310.01.001, which includes the test procedure, description of the test assembly, test results, and compliance information.

NFPA 415-2013 Sect 6.4.7, Test of Flexible Closures
The bridge canopy was tested and complied with NFPA 415-2013 as recorded by Intertek Testing Services NA, Inc. Test Report G101258905SAT-002, which includes material lists, tested construction, and compliance information.

NFPA 415-2013 Sect 6.4.8, Test of Cab and Rotunda Slat Curtains
The bridge cab curtains were tested and complied with NFPA 415-2013 as recorded by Intertek Testing Services NA, Inc. Test Report G100015558SAT-001, which includes material lists, tested construction, and compliance information.

NFPA 415-2013 Sect 6.4.9, Test of Bumpers
The bridge bumper was tested and complied with NFPA 415-2013 as recorded by Intertek Testing Services NA, Inc. Test Report 3181041SAT-005B, which includes material lists, tested construction, and compliance information.

NFPA 415-2013 Sect 6.4.10, Tests of Misc. Seals and Weather Stripping Assemblies
The bridge seals were tested and complied with NFPA 415-2013 as recorded by Intertek Testing Services NA, Inc. Test Report 3181041SAT-012, which includes material lists, test construction, and compliance information.
The above mentioned tests have been carried out successfully in accordance with the requirements of the NFPA 415-2013 and all the recorded test reports are available upon request for the review and approval of the Authority having jurisdiction on each project.

Reddy Poondla P.E.
Director of Engineering ET-AS-AIR
1.0 Reference and Address

<table>
<thead>
<tr>
<th>Standard(s)</th>
<th>Applicant</th>
<th>Manufacturer</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>3201 North Sylvania Avenue Suite 117 Fort Worth, TX 76111</td>
<td>3201 North Sylvania Avenue Suite 117 Fort Worth, TX 76111</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Country</th>
<th>Contact</th>
<th>Phone</th>
<th>FAX</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>USA</td>
<td>Jason Bryan</td>
<td>(817) 344-7960</td>
<td>(817) 834-6985</td>
<td><a href="mailto:jason.bryan@thyssenkrupp.com">jason.bryan@thyssenkrupp.com</a></td>
</tr>
<tr>
<td>USA</td>
<td>Jason Bryan</td>
<td>(817) 344-7960</td>
<td>(817) 834-6985</td>
<td><a href="mailto:jason.bryan@thyssenkrupp.com">jason.bryan@thyssenkrupp.com</a></td>
</tr>
</tbody>
</table>
### 2.0 Product Description

<table>
<thead>
<tr>
<th>Product</th>
<th>Basic Passenger Boarding Bridge System (Steel)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brand name</td>
<td>NA</td>
</tr>
<tr>
<td><strong>Description</strong></td>
<td>The product covered in this report is a weather-protected walkway between the airport terminal building and commercial aircraft for enplaning and deplaning airline passengers.</td>
</tr>
<tr>
<td><strong>Models</strong></td>
<td>Basic Two-Tunnel Passenger Bridge System - Steel; Basic Three-Tunnel Passenger Bridge System - Steel</td>
</tr>
<tr>
<td><strong>Model Similarity</strong></td>
<td>The two models are identical except in the number of telescoping tunnels designed into each (two or three)</td>
</tr>
<tr>
<td>Ratings</td>
<td>NA</td>
</tr>
<tr>
<td>Other Ratings</td>
<td>NA</td>
</tr>
</tbody>
</table>
Certificate of Compliance

Certificate Number 20090515 – E192681
Report Reference E192681, 1998 May 15
Issue Date 2009 May 15

THYSSEN STEARNS INC
SUITE 100E
3201 N SYLVANIA AVE
FT WORTH, TX 76111 USA

This is to certify that representative samples of
Industrial Control Panels
Model Descriptions: Industrial control panel – General Coverage

Have been investigated by Underwriters Laboratories Inc.® in accordance with the Standard(s) indicated on this Certificate.

Standard(s) for Safety:
The basic standards used to investigate products in this category are UL 508A, "Industrial Control Panels" and CSA-C22.2 No. 14, "Industrial Control Equipment."

Additional Information:
None

Only those products bearing the UL Listing Mark for the US and Canada should be considered as being covered by UL's Listing and Follow-Up Service meeting the appropriate requirements for US and Canada.

The UL Listing Mark for the US and Canada generally includes: the UL in a circle symbol with “C” and “US” identifiers; UL® the word “LISTED”; a control number (may be alphanumeric) assigned by UL; and the product category name (product identifier) as indicated in the appropriate UL Directory.

Look for the UL Listing Mark on the product

Issued by: Jim Larin
Jim Larin, Customer Service Specialist
Underwriters Laboratories Inc.

Reviewed by: William Bartunek
William Bartunek, Senior Staff Engineer
Underwriters Laboratories Inc.

Any information and documentation involving UL Mark services are provided on behalf of Underwriters Laboratories Inc. (UL) or any authorized licensee of UL.
For questions in The United States of America you may call 1-877-UL-HELPS.
FOLLOW-UP SERVICE PROCEDURE
(TYPE R)

PASSENGER BOARDING BRIDGES
(QGLA)

Manufacturer: THYSSENKRUPP AIRPORT SYSTEMS INC
(100238-823) 3201 N SYLVANIA AVE
FORT WORTH TX 76111-3117

Applicant: SAME AS MANUFACTURER
(100238-823)

Listee: SAME AS MANUFACTURER
(100238-823)

This Procedure authorizes the above manufacturer to use the marking specified by Underwriters Laboratories Inc. (UL), or any authorized licensee of UL, only on products covered by this Procedure, in accordance with the applicable UL Services Agreement.

The prescribed Mark or Marking shall be used only at the above manufacturing location on such products which comply with this Procedure and any other applicable requirements.

The Procedure contains information for the use of the above named Manufacturer and representatives of Underwriters Laboratories Inc. and is not to be used for any other purpose. It is lent to the Manufacturer with the understanding that it is not to be copied, either wholly or in part, and that it will be returned to Underwriters Laboratories Inc. (UL) or any authorized licensee of UL, upon request.

This PROCEDURE, and any subsequent revision, is the property of Underwriters Laboratories Inc. (UL) and the authorized licensee of UL and is not transferable.

Underwriters Laboratories Inc.

Stephen Hewson
Senior Vice President
Global Follow-Up Service Operations

William R. Carney
Director
North American Certification Program
CERTIFICATE OF TEST 14914

Customer: Motor Controls, Inc.  
P.O. Box 59986  
Dallas, TX 75229

Test: Capacity Verification  
Test Completion Date: 12 July 2018  
Purchase Order Number: 0181917

Test Unit Description

One (1) Cable Hoist.

Specification

Motor Controls Inc. Capacity Verification Test.

Equipment

<table>
<thead>
<tr>
<th>Equipment Name</th>
<th>Description</th>
<th>Model #</th>
<th>Calibration Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>ETL #108</td>
<td>Carroll Coolers, Inc. Custom Chamber</td>
<td>Carroll Coolers, Inc. 23W x 26L x 15.6H (feet)</td>
<td>CNR</td>
</tr>
<tr>
<td>ETL #1225</td>
<td>Eclipse Chart Recorder</td>
<td>DR45ET-1100</td>
<td>21 July 2018</td>
</tr>
<tr>
<td>ETL #1394</td>
<td>Mettler-Toledo Weighing Terminal</td>
<td>IND221</td>
<td>15 January 2019</td>
</tr>
<tr>
<td>ETL #1567</td>
<td>Micristar Controller</td>
<td>828-D11-403-403-020-00</td>
<td>13 December 2018</td>
</tr>
<tr>
<td>Sand Bags</td>
<td>Sand Bags</td>
<td>N/A</td>
<td>CNR</td>
</tr>
</tbody>
</table>

Procedure

The test unit was subjected to Capacity Verification testing in accordance with the specification.

Results

The test unit operated as specified at both temperature extremes and at ambient conditions. Operational tests were performed by Environmental Testing Laboratory personnel. Test completed 12 July 2018.

Traceability

This Certificate of Test certifies that the above test was run in accordance with applicable specifications and that all instrumentation was in calibration and is traceable to the NATIONAL INSTITUTE OF STANDARDS and TECHNOLOGY or other recognized calibration sources when applicable.

Accreditation

This test is accredited and meets the requirements of Motor Controls Inc. Capacity Verification Test. as verified by the ANSI-ASQ National Accreditation Board (ANAB). Refer to Certificate and Scope of Accreditation AT-1787. This document cannot be reproduced without the approval of the Laboratory.

Respectfully,
ENVIRONMENTAL TESTING LABORATORY, INC.

Brady Richard
President

BKR/ja

Job # 14914
Page 1 of 4
JOB #: 14914  
CUSTOMER: Motor Controls, Inc.  
TEST: Capacity Verification  
TEST UNIT: One (1) Cable Hoist.  
SPECIFICATION: Motor Controls, Inc. Capacity Verification Test.

**EQUIPMENT LIST**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>1.</td>
<td>ETL #108</td>
<td>6.</td>
</tr>
<tr>
<td>2.</td>
<td>ETL #1225</td>
<td>7.</td>
</tr>
<tr>
<td>3.</td>
<td>ETL #1394</td>
<td>8.</td>
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<tr>
<td>4.</td>
<td>ETL #1567</td>
<td>9.</td>
</tr>
<tr>
<td>5.</td>
<td>Sand Bags</td>
<td>10.</td>
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</table>

**LOG AND OBSERVATIONS**

<table>
<thead>
<tr>
<th>DATE</th>
<th>TIME</th>
<th>LOG AND OBSERVATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/3/18</td>
<td>0915</td>
<td>Checked calibration dates.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Inspect cable hoist for any wiring or mechanical discrepancies. None found. Wire main power 480Vac into incoming buss and wire remote control into the proper connector.</td>
</tr>
<tr>
<td>1015</td>
<td></td>
<td>Mount cable hoist on top of a 14 foot high frame to allow hoist to be operated with load. Verify proper operation of the up safety switch by activating it 10 times. Verify operation of the down safety switch by activating 10 times. Lift 375 lbs. load 10 feet 10 times. Cable hoist is operating as specified.</td>
</tr>
<tr>
<td>7/7/18</td>
<td>0955</td>
<td>Set chamber to -20°C.</td>
</tr>
<tr>
<td>7/8/18</td>
<td>0956</td>
<td>Test unit at -20°C. Verify proper operation of the up safety switch by activating switch 10 times. Verify operation of the down safety switch by activating switch 10 times. Lift 375 lbs. load 10 feet 10 times. Cable hoist is operating as specified. Startup was normal with no sign of stress from motor.</td>
</tr>
<tr>
<td>7/9/18</td>
<td>0915</td>
<td>Chamber at ambient conditions. Verify proper operation of the up safety switch by activating switch 10 times. Verify operation of the down safety switch by activating switch 10 times. Lift 375 lbs. load 10 feet 10 times. Cable hoist is operating as specified. Startup was normal with no sign of stress from motor.</td>
</tr>
<tr>
<td>1313</td>
<td></td>
<td>Set chamber to 65°C.</td>
</tr>
<tr>
<td>7/10/18</td>
<td>1333</td>
<td>Test unit at 65°C. Verify proper operation of the up safety switch by activating switch 10 times. Verify operation of the down safety switch by activating switch 10 times. Lift 375 lbs. load 10 feet 10 times. Cable hoist is operating as specified. Startup was normal with no sign of stress from motor.</td>
</tr>
<tr>
<td>7/11/18</td>
<td>1145</td>
<td>Test unit at 40°C. Verify proper operation of the up safety switch by activating switch 10 times. Verify operation of the down safety switch by activating switch 10 times. Lift 375 lbs. load 10 feet 10 times. Cable hoist is operating as specified. Startup was normal with no sign of stress from motor.</td>
</tr>
<tr>
<td>7/12/18</td>
<td>1250</td>
<td>Chamber at ambient conditions. Verify proper operation of the up safety switch by activating switch 10 times. Verify operation of the down safety switch by activating switch 10 times. Lift 375 lbs. load 10 feet 10 times. Cable hoist is operating as specified. Startup was normal with no sign of stress from motor.</td>
</tr>
<tr>
<td>7/12/18</td>
<td></td>
<td>Test completed.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>A visual examination of the test unit was performed after testing.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>No damage was observed.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The test unit was returned to Motor Controls, Inc.</td>
</tr>
<tr>
<td>Technician</td>
<td>Brady Richard</td>
<td></td>
</tr>
</tbody>
</table>
Motor Controls, Inc.
ETL Job #14914
One (1) Cable Hoist
Motor Controls, Inc. Capacity Verification Test
7/7/18 through 7/9/18 -20°C
Motor Controls Incorporated
ETL Job #14914
One (1) Cable Hoist
Motor Controls, Inc. Capacity Verification Test
7/9/18 through 7/11/18   40°C - 60°C
Environmental Testing Laboratory, Inc
Calibration Data

ETL #1225

Condition of instrument as received:

<table>
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<tr>
<th>X</th>
<th>Within tolerance</th>
<th>Instrument: Eclipse Chart Recorder</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Out of tolerance</td>
<td>Manufacturer: Eclipse Controls</td>
</tr>
<tr>
<td></td>
<td>Limited Use</td>
<td>Due Date: 7/11/2017</td>
</tr>
<tr>
<td></td>
<td>New</td>
<td>Calibration Date: 7/21/2017</td>
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<table>
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<tr>
<th>X</th>
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<th>External Calibration</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Cal Freq: 12 months</td>
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</table>

Serial #: 93501452840002  Model #: DR45ET-1100  Next Cal Due: 7/21/2018

ETL Calibration Procedure #: 2.02-ETL-QS  Budget: N/A

Calibrator and Additional Standards

<table>
<thead>
<tr>
<th>ETL Asset #</th>
<th>Manufacturer</th>
<th>Model</th>
<th>Accuracy</th>
<th>Ch#</th>
<th>Uncertainty</th>
<th>Cert #</th>
<th>Cal Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>ETL #1200</td>
<td>Omega Engineering</td>
<td>CL27</td>
<td>+/-0.3 C</td>
<td>1</td>
<td>0.125 C</td>
<td>7174-28</td>
<td>7/6/2018</td>
</tr>
<tr>
<td>ETL #1327</td>
<td>Omega Engineering</td>
<td>CL27</td>
<td>+/-0.3 C</td>
<td>2</td>
<td>0.125 C</td>
<td>7174-27</td>
<td>7/6/2018</td>
</tr>
</tbody>
</table>

Ambient conditions during cal:

- Barometric Pressure: 29.93 "Hg
- Relative Humidity: 44%
- Temperature: 26 °C

<table>
<thead>
<tr>
<th>STD IN*</th>
<th>PRE CAL*</th>
<th>POST CAL*</th>
</tr>
</thead>
<tbody>
<tr>
<td>MU*</td>
<td>Channel #1</td>
<td>Channel #2</td>
</tr>
<tr>
<td>Y</td>
<td>-55.0 C</td>
<td>-55.0 C</td>
</tr>
<tr>
<td>Y</td>
<td>-35.0 C</td>
<td>-35.0 C</td>
</tr>
<tr>
<td>Y</td>
<td>-15.0 C</td>
<td>-15.0 C</td>
</tr>
<tr>
<td>Y</td>
<td>0.0 C</td>
<td>0.0 C</td>
</tr>
<tr>
<td>Y</td>
<td>20.0 C</td>
<td>20.0 C</td>
</tr>
<tr>
<td>Y</td>
<td>40.0 C</td>
<td>40.0 C</td>
</tr>
<tr>
<td>Y</td>
<td>60.0 C</td>
<td>60.0 C</td>
</tr>
<tr>
<td>Y</td>
<td>80.0 C</td>
<td>80.0 C</td>
</tr>
<tr>
<td>Y</td>
<td>100.0 C</td>
<td>100.0 C</td>
</tr>
</tbody>
</table>

Measurement Uncertainty(1,2): Channel #1 = 0.1436139, Channel #2 = 0.1335934

MU* = Use for measurement uncertainty calculation, Y = Yes, N = No

Calibrated By: Keegan Larimer
Calibration Date: 7/21/2017
Condition of instrument as received: X Within tolerance

Instrument: Mettler-Toledo Weighing Terminal

Out of tolerance

Manufacturer: Mettler-Toledo, Inc.

Limited Use

Due Date: 1/10/2018

New

Calibration Date: 1/15/2018

<table>
<thead>
<tr>
<th>Internal Calibration</th>
<th>X</th>
<th>External Calibration</th>
<th>Cal Freq: 12 months</th>
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</thead>
</table>

Serial #: 04169756HM

Model #: IND221

Next Cal Due: 1/15/2019

ETL Calibration Procedure #: External Calibration

Calibrator and Additional Standards

<table>
<thead>
<tr>
<th>ETL Asset #</th>
<th>Manufacturer</th>
<th>Model</th>
<th>Accuracy</th>
<th>Ch#</th>
<th>Measurement Uncertainty</th>
<th>Cert #</th>
<th>Cal Due Date</th>
</tr>
</thead>
</table>

Ambient conditions during cal:

<table>
<thead>
<tr>
<th>Barometric Pressure</th>
<th>Relative Humidity</th>
<th>Temperature</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;Hg</td>
<td>%</td>
<td>°C</td>
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STD IN*             PRE CAL*             POST CAL*

<table>
<thead>
<tr>
<th>MU*</th>
<th>Channel #1</th>
<th>Channel #2</th>
<th>Channel #1</th>
<th>Channel #2</th>
<th>Channel #1</th>
<th>Channel #2</th>
</tr>
</thead>
</table>

Calibrated by: Aldinger Company 1440 Prudential Dallas TX 75235 (214) 638-1750


Measurement Uncertainty:

MU* = Use for measurement uncertainty calculation, Y = Yes, N = No

Calibrated By: Aldinger Company 1440 Prudential Dallas TX 75235 (214) 638-1750

Calibration Date: 1/15/2018
**Certificate #: A622677**

**Calibration Certificate**

**Calibration Performed By:**
ALDINGER CO  
1440 PRUDENTIAL  
DALLAS, TX 75235

**For:**
ENVIRONMENTAL TESTING LAB  
11034 INDIAN TRAIL  
DALLAS, TX 75229

**Equipment Information**

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Manufacturer:</td>
<td>METTLER - TOLEDO</td>
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<td>Gage Type:</td>
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<td>As Found Condition:</td>
<td>In Tolerance</td>
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<tr>
<td>As Left Condition:</td>
<td>In Tolerance</td>
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</table>

**Description:** SCALE - PALLET JACK  
**Event Type:** SHOP CALIBRATION

**Calibration Notes**

<table>
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<tr>
<th>Test Points</th>
<th>Seq.</th>
<th>Description</th>
<th>Standard</th>
<th>Tolerance -</th>
<th>Tolerance +</th>
<th>As Found</th>
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<th>As Left</th>
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<td>Linearity WC&gt;=F</td>
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*In "As Left" column "A" denotes an adjusted test point, "F" a failed test point and "R" a report of value. Blank denotes an acceptable value.

**Standards Used**

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<thead>
<tr>
<th>Standards Used</th>
<th>I.D.</th>
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<th>Traceability #</th>
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<tr>
<td>ALDINGER CO</td>
<td>PPCA503</td>
<td>SCALES</td>
<td>8</td>
<td>1/10/2011</td>
</tr>
</tbody>
</table>

**Technician Signature**

PAUL AMMERMAN  
Aldinger Company certifies that the instrument listed above has been tested, calibrated (if necessary), and meets the criteria established in the associated test procedure unless otherwise noted. The standards used are traceable to the National Institute of Standards and Technology (NIST). This report shall not be reproduced, except in full, without the written approval of Aldinger Company. The calibration interval has been specified by the customer. Any number of factors may cause the calibration to drift out of tolerance before the recommended interval has expired.
### Condition of instrument as received:
- **X** Within tolerance

### Instrument:
- **Micristar Controller**
- **Manufacturer:** Research, Inc.
- **Out of tolerance**
- **Limited Use**
- **Due Date:** 12/22/2017
- **New**
- **Calibration Date:** 12/13/2017

### Serial #: 82417-01-4741197  Model #: 828-D11-403-403-020-00
- **Next Cal Due:** 12/13/2018

### ETL Calibration Procedure #: 2.01-ETL-QS
- **Budget:** N/A

#### Calibrator and Additional Standards

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<tr>
<th>ETL Asset #</th>
<th>Manufacturer</th>
<th>Model</th>
<th>Accuracy</th>
<th>Ch#</th>
<th>Uncertainty</th>
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<td>ETL #1200</td>
<td>Omega Engineering</td>
<td>CL27</td>
<td>+/-0.3 C</td>
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<td>CL27</td>
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<td>2</td>
<td>0.125 C</td>
<td>7174-27</td>
<td>7/6/2018</td>
</tr>
</tbody>
</table>

#### Ambient conditions during cal:
- **Barometric Pressure:** 30.05 "Hg
- **Relative Humidity:** 49%
- **Temperature:** 25°C

#### Measurement Uncertainty(1,2):
- **Channel #1 = 0.1565692**
- **Channel #2 = 0.1668751**

### Calibration Data

- **Calibrated By:** Keegan Larimer
- **Calibration Date:** 12/13/2017
ITW GSE

2400 COMPACT GPU

30-45-60-90-120-140-180 kVA solid-state GPU

PLUG & PLAY
UNIQUE VOLTAGE QUALITY

It's all about connections
At ITW GSE, we monitor the market and are at the forefront of new aircraft requirements and market developments. This has been an objective since we introduced our first 400 Hz unit to the market. And it still is! Therefore, the ITW GSE 2400 Compact is designed to fulfil the ISO 6858 standard regarding voltage imbalance and phase displacement at the aircraft plug.

SMALL, SIMPLE, RELIABLE AND ROBUST
The 2400 series is the market’s best choice when it comes to solid-state, point-of-use units. It is small and simple, reliable and robust. It has all kinds of outstanding technical qualities from the unique output voltage, the smart ITW GSE user interface, soft-ware update via USB and the standard overload capabilities that matches all types of aircraft.

UNIQUE VOLTAGE QUALITY AT THE PLUG MEANS ON-TIME DEPARTURES
Fixed installations often include a mix of long symmetrical and asymmetrical output cables as well as connection boxes that makes it difficult to keep the required voltage quality at the aircraft connector. This is exactly where ITW GSE’s patented Plug & Play voltage compensation system makes a difference. The Plug & Play system is based on a true individual phase regulation combined with a predetermined model of the actual cable installation. Therefore, the 2400 GPU provides an outstanding voltage quality at the connector thus ensuring on-time departures and happy passengers!

FURTHER BENEFITS OF THE ITW GSE 2400
• 400% overload
• 90 kW continuous at an ambient temperature of 56°C
• Clean input power with a unity power factor and a current THD less than 5% due to the magnetic wave-shaping topology
• TCP / IP connection to BMS as standard
SPECIFICATIONS
ITW GSE 2400 30-45-60-90 kVA solid-state GPU

Input

<table>
<thead>
<tr>
<th>Type</th>
<th>Amps (0.8)</th>
<th>Amps (1.0)</th>
<th>Hertz</th>
<th>Voltage</th>
</tr>
</thead>
<tbody>
<tr>
<td>30 kVA</td>
<td>63 A</td>
<td>78 A</td>
<td>45-65</td>
<td>230 ± 15%</td>
</tr>
<tr>
<td></td>
<td>58 A</td>
<td>71 A</td>
<td>45-65</td>
<td>400 ± 15%</td>
</tr>
<tr>
<td></td>
<td>50 A</td>
<td>62 A</td>
<td>45-65</td>
<td>600 ± 10%</td>
</tr>
<tr>
<td>45 kVA</td>
<td>91 A</td>
<td>114 A</td>
<td>45-65</td>
<td>230 ± 15%</td>
</tr>
<tr>
<td></td>
<td>58 A</td>
<td>71 A</td>
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<td>400 ± 15%</td>
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<tr>
<td></td>
<td>48 A</td>
<td>59 A</td>
<td>45-65</td>
<td>480 ± 10%</td>
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<tr>
<td></td>
<td>39 A</td>
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<td>60 kVA</td>
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<td>63 A</td>
<td>78 A</td>
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<td>480 ± 10%</td>
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<td>50 A</td>
<td>62 A</td>
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<td>90 kVA</td>
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<tr>
<td></td>
<td>93 A</td>
<td>117 A</td>
<td>45-65</td>
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<tr>
<td></td>
<td>74 A</td>
<td>94 A</td>
<td>45-65</td>
<td>600 ± 10%</td>
</tr>
</tbody>
</table>

- Rectification: Magnetic wave-shaping
- Line current distortion: 90 kVA <5%, 60 kVA < 9%, 45 kVA <10%, 30 kVA < 12%
- Power factor:
  - 90 kVA: 1 at nominal load
  - 45-60 kVA: 0.99, 30 kVA: 0.97
- Inrush current: None

Output

- Rated Power: 30-45-60-90 kVA PF 0.8-1
- Voltage: 3 x 115/200 V
- Frequency: 400 Hz ± 0.1%
- Power factor:
  - 0.7 lagging to 0.95 leading
- Voltage regulation:
  - <0.5% for balanced load and up to 30% unbalanced load
- Voltage recovery: ΔU <8% and rec. time <10 ms at 100% load change
- Total harm. content: <2% at linear load (typ. 1.5%) <2% at non linear load according to ISO 1540
- Crest factor: 1.414 ± 3%
- Voltage modulation: <1,0%
- Phase angle symmetry:
  - 120° ± 1° for balanced load
  - 120° ± 2° for 30% unbalanced load

Protection

- Protection class: IP55
- No break power transfer
- Over/under voltage at output
- Overload
- Internal high temperature
- Control voltage error
- Short circuit at output
- GPU enable
- 90% switch interlock
- Neutral voltage supervision
- Broken neutral supervision
- Leakage current supervision

Efficiency

- Overall efficiency:
  - 0.94 at 35-90 kVA load PF 0.8
  - 0.90 at 25 kVA load PF 0.8
- Stand by losses: 65 W
- No load losses: 2.2 kW

Environmental

- Operating temperature:
  - -40°C to 56°C (-40°F to +132°F)
  - +60°C (+140°F) at Aircraft Load
- Relative humidity 10-100%
- Noise level <65 dB(A)@1m - typically 60 dB(A)

Overload Ratings

- 125% for 600 seconds
- 150% for 60 seconds
- 200% for 30 seconds
- 300% for 10 seconds
- 400% for 1 second

Miscellaneous

- MTTR: max. 20 minutes
- Colour: RAL 7035 (standard)
- Available Standard Options
  - 28 VDC, 600 A output (ARU)
  - Kindly refer to page "Power two aircraft with just one GPU"
  - Additional base module
  - Additional output contactor
  - Terminal extension for 2 pcs. of 7 core cable
  - Remote control box
  - Lockable door
  - Door switch
  - RS485 interface
  - Military interlock
  - Dry Contacts
  - ITW GSE service tool

Specifications are subject to change without prior notice

Dimensions are shown in mm and [inches]
ITW GSE 2400 120-140-180 kVA solid-state GPU

Norms and Standards (valid for 30 to 180 kVA units)
• DFS400 Specification for 400 Hz aircraft power
• ISO 6858 Aircraft ground support electric supplies
• BS 2G 219 General requirements for ground support equipment
• MIL-STD-704F Aircraft electric power characteristics
• SAE ARP 5015 Ground equipment 400 Hz ground power performance requirement
• EN2282 Aerospace series characteristics of aircraft electrical supplies
• EN62040-1-1 General & safety requirement
• EN61558-2-6 General & safety requirement
• EN61000-6-4 Electromagnetic compatibility Generic emission standard
• EN61000-6-2 Generic immunity standard
• EN1915-1 & 2 Machinery: general safety requirements
• EN12312-20 Machinery: specific safety requirements
• Listed per UL1012 (Only valid for 230/480/600V versions)

Specifications are subject to change without prior notice

### Input

<table>
<thead>
<tr>
<th>Type</th>
<th>Amps (0.8)</th>
<th>Amps (1.0)</th>
<th>Hertz</th>
<th>Voltage</th>
</tr>
</thead>
<tbody>
<tr>
<td>120 kVA</td>
<td>150</td>
<td>190</td>
<td>45-65</td>
<td>400 ± 15%*</td>
</tr>
<tr>
<td></td>
<td>130</td>
<td>160</td>
<td>45-65</td>
<td>480 ± 10%*</td>
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<td></td>
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<td></td>
<td>150</td>
<td>190</td>
<td>45-65</td>
<td>600 ± 15%*</td>
</tr>
</tbody>
</table>

* Values adjusted to next 5A value

- Rectification: Magnetic wave-shaping
- Line current distortion: 120 kVA: 9%, 140 kVA: 7%, 180 kVA: 5%
- Power factor: 120 - 140 kVA: 0.99
- Inrush current: None

### Output

- Rated Power: 120-140-180 kVA
  - PF: 0.8-1
- Voltage: 3 x 115/200 V
- Frequency: 400 Hz ± 0.1%
- Power factor: 0.7 lagging to 0.95 leading
- Voltage regulation: <0.5% for balanced load and up to 30% unbalanced load
- Voltage recovery: ΔU <8% and rec. time <10 ms at 100% load change
- Total harm. content: <2% at linear load (typ. 1.5%) <2% at non linear load according to ISO 1540
- Crest factor: 1.414 ± 3%
- Voltage modulation: <1.0%
- Phase angle symmetry: 120° ± 1° for balanced load 120° ± 2° for 30% unbal. load
- Protection
  - Protection class: IP55 input & output zones
  - No break power transfer
  - Over/under voltage at output
  - Overload
  - Internal high temperature
  - Control voltage error
  - Short circuit at output
  - GPU enable
  - 90% switch interlock
  - Neutral voltage supervision
  - Leakage current supervision

### Efficiency

- Overall efficiency: 0.93 at 180 kVA load PF 0.8-1
- Stand by losses: 150 W
- No load losses: 4.4 kW

### Environmental

- Operating temperature: -40°C to +56°C (-40°F to +132°F) (+60°C (+140°F) at Aircraft Load)
- Relative humidity 10-100%
- Noise level < 65 dB(A) @1m

### Overload Ratings

- 125% for 600 seconds
- 150% for 60 seconds
- 200% for 30 seconds
- 300% for 10 seconds
- 400% for 1 second

### Miscellaneous

- MTTR: max. 20 minutes
- Colour: RAL 7035 (standard)

### Available Standard Options

- Additional base module
- Single output configuration
- Terminal extension for 2 pcs. of 7 core cable
- Remote control box
- Lockable door
- Door switch
- RS485 interface
- Military interlock
- Dry Contacts
- ITW GSE service tool

### Fixed Unit

Dimensions are shown in mm and [inches]

### Bridge-Mounted Unit

Dimensions are shown in mm and [inches]
UNIQUE VOLTAGE QUALITY
The output voltage quality of the ITW GSE 2400 Compact is unique due to the patented Plug & Play system. The ITW GSE 2400 is designed to fulfil the ISO 6858 standard that requires max. phase unbalance of less than 4 V and a phase angle of 120° ± 2.5°. The example to the right shows the voltage of the 3 phases at 35% unbalanced load @ PF 0.8 by use of a typical cable consisting of 65 m of 7x35 mm² installation cable and 26 m of 4x70 mm² flexible cable.

SUPPLY ALL AIRCRAFT INCL. PF1
The ITW GSE 2400 Compact is a true Power factor 1 ground power unit that allows for 400% overload meaning that it can be used for all types of aircraft from the narrow-body to the wide-body incl. B787/A350/A380.

THE ITW GSE OPERATOR INTERFACE
The ITW GSE operator interface is easy and intuitive. This is your guarantee for correct operation and on-time aircraft departures. The operator interface is common from one ITW GSE product to another. Therefore, airport staff familiar with one ITW GSE product can easily switch to another as the icons and display are the same. The operator only has to press the combined start/stop button. Also, he can monitor various parameters such as voltage and current at the display screen. For easy set-up and maintenance purposes, there is a deeper level dedicated for the technician.

MAXIMUM PERSONAL SAFETY
- Protective covers behind access doors to prevent accidental exposure to “live” parts
- Supervision of neutral conductor rupture & leakage current
- Supervision of neutral voltage
- Detection of hazardous voltages at aircraft frame (by supervision of interlock voltage)
- Avoidance of hazardous voltages in control wires through prevention of insulation failures in cable or plug

EASY CABLE CONNECTION
Connection of the rigid in- and output cables is easy since there is room for a very good manoeuvrability at the bottom of the cabinet. Further, we have integrated a robust bar at the bottom for cable relief. Access to the vital parts of the converter is extremely easy since those parts have all been positioned right behind the front door in a well-arranged way.

DOWNLOADS AND UPDATES
The software-based control system means your ITW GSE 2400 Compact can be updated and given additional capabilities in the future, simply by transferring new software from a USB stick/flash drive. Service log files and maintenance data can also be transferred the same way for analysis and to help ensure more efficient back-office procedures and more effective facility management.
Often, the same parking position accommodates a large mix of aircraft during a day. Typically, a parking position would require a 400 Hz source in the morning where the bigger aircraft are docking - but 28 V during other times of the day. Is this your requirement, the 2400 Compact Combi unit is the answer.

The combi unit is capable of delivering 400 Hz and regulated 28 VDC power, simultaneously and independently! The 28 V Active Rectifier Unit (ARU) - available as a standard option - delivers superior voltage quality at the aircraft plug without jeopardising the 400 Hz voltage. It goes without saying that the ITW GSE 2400 Compact Combi will power your aircraft, whether a narrow body or a turbo prop, whenever you need it!

**Output Specifications, 28 VDC ARU**
- Voltage: 28 VDC
  - Max. output power for complete unit is limited to the nominal rating of the 400 Hz part of the unit
- Current: 600 A (400 A) continuously
- Voltage regulation: < 0.5%
- Voltage ripple: < 2%
- Voltage transient recovery
  - Complies with ISO 6858 / MIL-704F
- Overload capability: 600 A (400 A) for 30 seconds
  - 1200 A (800 A) for 10 seconds
  - 2100 A (1400 A) for 5 seconds
  - 2400 A (1600 A) for 2 seconds
- To protect the aircraft, the output voltage is decreased by 2 V per 600 A (400 A) in the overload range 600-2400 A (400-1600 A)
- Complies with ISO 6858

**Setup:**
- Output voltage: 19-33 V
- Voltage compensation: 0-3 V (600/400 A)
- Current limit: 300-2400 A in steps (600 A units)
  - 200-1600 A in steps (400 A units)

**Protection**
- Rectifier temperature too high
- Short circuit at output
- Over and under voltage at output
  - U < 20 VDC for more than 4 seconds
  - U > 32 VDC for more than 4 seconds
  - U > 40 VDC for more than 150 ms

**Weight**
- Fixed Combi Compact: 410 kg (903 lbs.)
- Mobile Combi Compact: 585 kg (1,290 lbs.)

**Environmental**
- Operating temperature -40°C to +45°C (-40°F to 113°F)

**Available Ratings**
- 30 kVA with 28 VDC ARU
- 45 kVA with 28 VDC ARU
- 60 kVA with 28 VDC ARU
- 90 kVA with 28 VDC ARU

All available in fixed and mobile versions
# RECOMMENDED SPARE PARTS LIST FOR: SOLID STATE GPU 2400

Prices USD, subject to change without notice

Recommended quantity based on 1 to 3 units

<table>
<thead>
<tr>
<th>Part Number</th>
<th>Description</th>
<th>Qty</th>
<th>Price Each</th>
<th>Extended Price</th>
<th>Remarks</th>
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<tbody>
<tr>
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<td>$1,620.30</td>
<td>$1,620.30</td>
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<tr>
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<td>$17.82</td>
<td>$17.82</td>
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<tr>
<td>AP-AM0067</td>
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<td>3</td>
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<td>$33.00</td>
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<td>AP-AM0131</td>
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<tr>
<td>AP-DP0222</td>
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<tr>
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<tr>
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</table>

To order: parts@itwgse.us (USA, CA, SA)
support@itwgse.com (EU, Asia, Africa, Middle East)

Last Update: 11/12/2019

Leadtime for Spares are two weeks or less. Depending on availability at time of order.
## RECOMMENDED SPARE PARTS LIST FOR: 2400 120-180 KVA

Prices USD, subject to change without notice

Recommended quantity based on 1 to 3 units

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<thead>
<tr>
<th>Part Number</th>
<th>Description</th>
<th>Qty</th>
<th>Price Each</th>
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<td>$301.40</td>
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<td>M1-M4</td>
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<tr>
<td>AP-KP7087</td>
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<td>$468.81</td>
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<td>C7-C12</td>
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<td>$41.80</td>
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<td>AP-SI2075</td>
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</tbody>
</table>
This authorizes the application of the Certification Mark(s) shown below to the models described in the Product(s) Covered section when made in accordance with the conditions set forth in the Certification Agreement and Listing Report. This authorization also applies to multiple listee model(s) identified on the correlation page of the Listing Report.

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<table>
<thead>
<tr>
<th>Applicant</th>
<th>Manufacturer: GSE Holdings, Inc. DBA Hobart Ground Systems</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>11001 US Highway 41 North, Palmetto, FL. 34221</td>
</tr>
<tr>
<td>Country</td>
<td>USA</td>
</tr>
<tr>
<td>Contact</td>
<td>Ed Upshaw</td>
</tr>
<tr>
<td>Phone</td>
<td>(941) 721-1061</td>
</tr>
<tr>
<td>FAX</td>
<td>(941) 721-1081</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:eupshaw@itwgse.us">eupshaw@itwgse.us</a></td>
</tr>
</tbody>
</table>

| Party Authorized To Apply Mark: Same as Manufacturer |
| Report Issuing Office: Cortland, NY USA |
| Control Number: 118681 |

Authorized by: Ellen Jurians

This document supersedes all previous Authorizations to Mark for the noted Report Number.

This Authorization to Mark is for the exclusive use of Intertek's Client and is provided pursuant to the Certification agreement between Intertek and its Client. Intertek's responsibility and liability are limited to the terms and conditions of the agreement. Intertek assumes no liability to any party, other than to the Client in accordance with the agreement, for any loss, expense or damage occasioned by the use of this Authorization to Mark. Only the Client is authorized to permit copying or distribution of this Authorization to Mark and then only in its entirety. Use of Intertek's Certification mark is restricted to the conditions laid out in the agreement and in this Authorization to Mark. Any further use of the Intertek name for the sale or advertisement of the tested material, product or service must first be approved in writing by Intertek. Initial Factory Assessments and Follow up Services are for the purpose of assuring appropriate usage of the Certification mark in accordance with the agreement, they are not for the purposes of production quality control and do not relieve the Client of their obligations in this respect.

Intertek Testing Services NA Inc.
545 East Algonquin Road, Arlington Heights, IL 60005
Telephone 800-345-3851 or 847-439-5667 Fax 312-283-1672

<table>
<thead>
<tr>
<th>Standard(s):</th>
<th>Standard for Power Units Other than Class 2, UL-1012, 8th Edition, Dated November 9, 2010, including revisions through January 19, 2012.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Product:</td>
<td>Power Supply</td>
</tr>
<tr>
<td>Models:</td>
<td>2400 GPU</td>
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</table>

ATM for Report 101619452CRT-001b
Page 1 of 1
ATM Issued: 11-Feb-2015
ED 16.3.15 (1-Jan-13) Mandatory
AUTHORIZATION TO MARK

This authorizes the application of the Certification Mark(s) shown below to the models described in the Product(s) Covered section when made in accordance with the conditions set forth in the Certification Agreement and Listing Report. This authorization also applies to multiple listee model(s) identified on the correlation page of the Listing Report.

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Applicant: ITW GSE Inc.
Address: 11001 US HWY 41 N
           Palmetto, FL 34221
Country: USA
Contact: Mr. Drew Johnson
Phone: 941-721-1037
FAX: NA
Email: djohnson@itwgse.us

Manufacturer: Nabson, Inc
Address: 45 Independence Drive
         Taunton, MA 02780
Country: USA
Contact: Greg Calabrese
Phone: (781) 821-9622
FAX: (781) 821-9627
Email: greg@nabson.com

Party Authorized To Apply Mark: Same as Manufacturer
Report Issuing Office: Cortland, NY
Control Number: 5001386
Authorized by: [Signature]

Intertek

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Intertek Testing Services NA Inc.
545 East Algonquin Road, Arlington Heights, IL 60005
Telephone 800-345-3851 or 847-439-5667 Fax 312-283-1672

UL 1682 Issued: 2013/10/04 Ed: 4 Rev: 2014/02/07 Plugs, Receptacles, and Cable Connectors, of the Pin and Sleeve Type

Standard(s):
Plugs, Receptacles, And Cable Connectors Of The Pin And Sleeve Type [CSA C22.2#182.1:2013 Ed.4 +U1]

Product: 400 Hz Portable Power Cable/Connector Assemblies

Models:
JM or JS; followed by 1400, 1401, 8400, 8401, 8500, 8501, 9000, 9002, 9006, 9007, 9008, 9009, 9011, 9014, 9018, 9100, 9101, 9102, 9103, 9104, 9105, 9106, 9200, 9201, 9202, 9203, 9210, 9211, 9212, 9213, 9220, 9221, 9230, 9231, 9232, 9233, 9234, 9235.

JJ followed by 1000, 1001, 1004, 1005.
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<th>PART NUMBER</th>
<th>DESCRIPTION</th>
<th>STOCK QTY</th>
<th>ACTUAL COST EACH</th>
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**TOTAL SPARE PARTS** $3,450.00
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<tr>
<th>QTY PER UNIT</th>
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**TOTAL SPARE PARTS**  
$4,411.00
CERTIFICATE OF COMPLIANCE

Certificate Number 20140129-SA34023
Report Reference SA34023-20140129
Issue Date 2014-JANUARY-29

Issued to: TWIST INC
47 S LIMESTONE ST PO BOX 177
JAMESTOWN OH 45335-0177

This is to certify that representative samples of
HEATING AND COOLING EQUIPMENT
Special Purpose air-conditioner models PCA020, -030, -045, -060, -075, -090, -120 and -150; may be followed by additional suffix numbers or letters.

Have been investigated by UL in accordance with the Standard(s) indicated on this Certificate.

Standard(s) for Safety: CSA C22.2 NO. 236-11 HEATING AND COOLING EQUIPMENT
UL 1995 HEATING AND COOLING EQUIPMENT

Additional Information: See the UL Online Certifications Directory at www.ul.com/database for additional information

Only those products bearing the UL Listing Mark for the US and Canada should be considered as being covered by UL's Listing and Follow-Up Service meeting the appropriate requirements for US and Canada.

The UL Listing Mark for the US and Canada generally includes: the UL in a circle symbol with "C" and "US" identifiers; the word "LISTED"; a control number (may be alphanumeric) assigned by UL; and the product category name (product identifier) as indicated in the appropriate UL Directory.

Look for the UL Listing Mark on the product.

William R. Casey, Director, North American Certification Programs
UL LLC

Any information and documentation involving UL Mark services are provided on behalf of UL LLC (UL) or any authorized licensee of UL. For questions, please contact a local UL Customer Service Representative at productcertification.
NOTICE OF COMPLETION
AND
AUTHORIZATION TO APPLY THE UL MARK

Twist Inc
Scott Schrinner
5100 Waynesville-jamestown Rd
Jamestown Oh 45335, Us.

Our Reference: File SA34023, Vol. 1
Your Reference: 72299
Project Scope: (RFI 24992) SA34023 Vol.1 - Expand listing to include a 575 Supply Voltage Option (71790)

02/25/2015

Dear Scott Schrinner:

Congratulations! UL's investigation of your product(s) has been completed under the above Reference Number and the product was determined to comply with the applicable requirements. This letter temporarily supplements the UL Follow-Up Services Procedure and serves as authorization to apply the UL Mark at authorized factories under UL's Follow-Up Service Program. To provide your manufacturer(s) with the intended authorization to use the UL Mark, you must send a copy of this notice to each manufacturing location currently authorized under File SA34023, Vol. 1.

Records in the Follow-Up Services Procedure covering the product are now being prepared and will be sent in the near future. Until then, this letter authorizes application of the UL Mark for 90 days from the date indicated above.

Additional requirements related to your responsibilities as the Applicant can be found in the document "Applicant responsibilities related to Early Authorizations" that can be found at the following web-site:
http://www.ul.com/EAResponsibilities

Any information and documentation provided to you involving UL Mark services are provided on behalf of UL LLC (UL) or any authorized licensee of UL.

We are excited you are now able to apply the UL Mark to your products and appreciate your business. Feel free to contact me or any of our Customer Service representatives if you have any questions.

Very truly yours,

Glenn M. Woo
847-684-2016
Senior Staff Engineer
Glenn.M.Woo@ul.com

Reviewed by:

Bruce A. Mahrenholz
847-684-3009
CPO Director
Bruce.A.Mahrenholz@ul.com

NBKCE13-70AE64

This is an electronically generated letter. Signatures are not required for this document to be valid.
FORM 11: CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY. Submission of this form is REQUIRED with bid submittal.

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY
As a matter of bid responsiveness, the bidder must complete, sign, date, and submit this certification statement with its proposal. The bidder must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (□) or the letter “X”.

□ Bidder hereby certifies that it will comply with 49 USC § 50101 by:
  a) Only installing steel and manufactured products produced in the United States; or
  b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder agrees:
• To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
• To faithfully comply with providing U.S. domestic products.
• To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☑ Bidder hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder with the apparent low bid agrees:
  a) To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
  b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the bid.
  c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
  d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
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REQUIRED DOCUMENTATION
Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility”. The required documentation for a Type 3 waiver is:
FORM 12: CERTIFICATE OF BUY AMERICAN COMPLIANCE-MANUFACTURED PRODUCTS. Submission of this form with bidder’s bid submittal is REQUIRED.

Certificate of Buy American Compliance for Manufactured Products
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5. REQUIRED DOCUMENTATION

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   b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
   c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

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   a) Detailed cost information for total project using U.S. domestic product
   b) Detailed cost information for total project using non-domestic product
False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date: June 1, 2020

thyssenkrupp Airport Systems, Inc
Company Name

Signature
Sales Officer
Title

[END OF FORM]
FORM 13: CERTIFICATION OF BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

Submission of this form with bidder's bid submittal is REQUIRED.

CERTIFICATION OF BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is (☐) is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is (☐) is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

June 1, 2020
Date
thyssenkrupp Airport Systems, Inc
Company Name

Signature
Sales Officer
Title
FORM 14: TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors to provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or

3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S.
firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

Signature of bidder: ____________________________

[END OF FORM]
Buy American Certification Waiver

We, thyssenkrupp Airport Systems, Inc. certify that we cannot fully comply with the Buy American preferences subject to 100% steel and manufactured products manufactured in the United States. We certify that **90.30%** of the cost of components and subcomponents comprising the facility or equipment are produced in the United States and that the final assembly occurs in the United States. Therefore, we request a waiver for the following manufactured components:

<table>
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<th>Component/Subcomponents</th>
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**Sum of US Manufactured Component/Subcomponent Costs:** 380,172.00  
**Sum of All Foreign Manufactured Components/Subcontractors Costs:** 36,874.00  
**Sum of all Facility Components and Subcomponents:** 380,172.00  
**Percentage of Facility Components Manufactured in the United States:** 90.30%  
**Place of Final Assembly:** Fort Worth, Texas, USA

I hereby certify the above information is accurate and complete.

[Signature]

6/1/2020

thyssenkrupp Airport Systems, 3201 North Sylvania Avenue, Suite 117, Fort Worth, Texas, 76111  
FORM 11: CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY. Submission of this form is REQUIRED with bid submittal.

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY
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b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.

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a) Detailed cost information for total project using U.S. domestic product

b) Detailed cost information for total project using non-domestic product

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date:  
June 2, 2020

Signature:  

Sales Officer:  

Title:  

Company Name:  
thyssenkrupp Airport Systems, Inc

[END OF FORM]
Buy American Certification Waiver

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Sum of All Foreign Manufactured Components/Subcontractors Costs: 36,874.00
Sum of all Facility Components and Subcomponents: 380,172.00
Percentage of Facility Components Manufactured in the United States: 90.30%
Place of Final Assembly: Fort Worth, Texas, USA

I hereby certify the above information is accurate and complete

Signature: [Signature] Date: 6/2/2020
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Date: June 1, 2020

Company Name: thyssenkrupp Airport Systems, Inc

Signature: _____________________________
Sales Officer: ___________________________
Title: _________________________________

[END OF FORM]
Buy American Certification Waiver

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**Percentage of Facility Components Manufactured in the United States:** 90.30%
**Place of Final Assembly:** Fort Worth, Texas, USA

I hereby certify the above information is accurate and complete

Signature: [Signature]
Date: 6/2/2020
Buy American Preferences – Final Assembly Questionnaire

To assist the Federal Aviation Administration (FAA) in making the determination of whether final assembly of the product occurs in the United States, please complete and submit this questionnaire when requesting a Buy American Waiver under 49 USC § 50101(b)(3)(A).

1. Please provide a description of the assembly process occurring at the specified final location in the United States.
   We design, manufacture, assemble and test the final product (Passenger Boarding Bridge) at our factory in Ft. Worth, TX. Manufactured components are assembled to form the final product at the factory.

2. Please describe the final assembly process and its various operations.
   After the components manufactured, they are assembled as final product, than tested as a complete unit. It is disassembled to major components for shipping, than re-assembled on site.

3. How long does the final assembly process take to complete?
   One week on site.

4. Please provide a description of the resources used to conduct the assembly of the product at the specified location in the United States.
   We have 120 to 130 people consisting of welders, painters, electricians / mechanics, engineers.

5. How many employees are involved in the final assembly process and what is the general skill level of those employees?
   Final assembly happens on site. Requires six people, consisting of electricians, mechanics, crane operator.

6. What type of equipment is used during the final assembly process?
   Cranes, forklifts, scissor lifts.

7. What is a rough estimate of the associated cost to conduct final assembly of the product at the specified location in the United States?
   Final assembly takes place on site (airport). It varies from $40K to $60K depending on the location.

The undersigned certifies that this information is true and accurate to the best of their knowledge. A false certification represents a violation of 18 U.S.C § 1001 and 49 U.S.C § 47126. Signatory has the burden of proof to establish compliance.

Signature: [Signature]

Name: Enver Sarilar / Sales Officer
JBT Quotation # 3757-A

Lee County Port Authority
Southwest Florida International Airport
Passenger Boarding Bridge Replacement

RFB No. 20-53MMW

Bid Opening: June 02, 2020 @ 2pm EDT
PART G – 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, project information, grant requirements, Davis Bacon Wage Rates, DBE, insurance and bond requirements, special conditions, general conditions and plans and technical specifications. 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 May 04, 2020  Addendum No. 2; dated May 18, 2020.
Addendum No. 3; dated May 22, 2020  Addendum No. 4; dated May 28, 2020.
Addendum No. 5; dated May 29, 2020  Addendum No. 6; dated June 01, 2020

I hereby propose to provide the services requested in this bid. I agree to hold pricing for at least 180 calendar days to allow the Authority time to properly evaluate this bid. I agree that the Authority terms and conditions (http://www.flylcpa.com/purchasing/) herein shall take precedence over any conflicting terms and conditions submitted with the bid and agree to abide by all conditions of this document.

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

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

JBT AeroTech Corporation  1805 W 2550 S
NAME OF BUSINESS  Ogden, Utah 84401
AUTHORIZED SIGNATURE  CITY, STATE & ZIP CODE
Brian DeRoche, President - Jetway  801-629-3125 Fax: N/A
NAME, TITLE, TYPED  TELEPHONE NUMBER / FAX NUMBER
83-3763708  john.thompson@jbtc.com
FEDERAL IDENTIFICATION #  EMAIL ADDRESS
State of: Utah  State of:
County of: Weber  County of:
This foregoing instrument was acknowledged before me this 01 (first) day of
June , 2020 by Brian DeRoche , who is personally known to
me or produced as identification.

Signature of Notary  Serial/Commission No.

JACKIL PAYNE  705698
NOTARY PUBLIC - STATE of UTAH
COMMISSION # 705698  COMM. EXP. 04/25/2023
The undersigned, hereinafter called "bidder," having become familiar with the local conditions, nature, and extent of the work, and having examined carefully the bid solicitation documents, including but not limited to, Information to Bidders, Special Instructions and Requirements, Project Information, Insurance and Bonding Requirements, Disadvantaged Business Enterprise Program requirements, Project Plans and Specifications, schedule & phasing, forms, and other contract documents, and having fulfilled all bid requirements herein, agrees to furnish all labor, materials, equipment, and other incidental items, facilities and services necessary to perform:

**PASSENGER BOARDING BRIDGE REPLACEMENT**

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Estimated Quantity</th>
<th>Unit Price</th>
<th>Extended Price</th>
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<tbody>
<tr>
<td>1</td>
<td>Mobilization</td>
<td>LS</td>
<td>1</td>
<td>565,404</td>
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<td>2</td>
<td>DBE Mobilization</td>
<td>LS</td>
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<td>698,388</td>
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<tr>
<td>3</td>
<td>Remove / Discard or Turnover to Owner: Phone</td>
<td>EACH</td>
<td>11</td>
<td>235</td>
<td>2,585</td>
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<tr>
<td>4</td>
<td>Remove / Discard or Turnover to Owner: Illuminated Sign</td>
<td>EACH</td>
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<td>235</td>
<td>2,585</td>
</tr>
<tr>
<td>5</td>
<td>Remove / Discard or Turnover to Owner: Cable Hoist</td>
<td>EACH</td>
<td>11</td>
<td>235</td>
<td>2,585</td>
</tr>
<tr>
<td>6</td>
<td>Remove / Discard or Turnover to Owner: 10&quot; PBB Pre-Cool Plenum Hose</td>
<td>EACH</td>
<td>2</td>
<td>235</td>
<td>470</td>
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<tr>
<td>7</td>
<td>DCO - Demo Cut Out Sidewalks and haul off @ Existing Pile Caps</td>
<td>EACH</td>
<td>25</td>
<td>2,029</td>
<td>50,725</td>
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<tr>
<td>8</td>
<td>Remove Existing Passenger Boarding Bridge</td>
<td>EACH</td>
<td>27</td>
<td>19,976</td>
<td>539,532</td>
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<tr>
<td>9</td>
<td>Remove Concrete Paving / Walkways @ Pile Caps</td>
<td>SQFT</td>
<td>5000</td>
<td>21.42</td>
<td>107,100</td>
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<tr>
<td>10</td>
<td>Hand Excavation around existing Pile Caps</td>
<td>CUYD</td>
<td>50</td>
<td>1,676</td>
<td>83,795</td>
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<tr>
<td>11</td>
<td>Pile Cap Edge Form</td>
<td>SQFT</td>
<td>1500</td>
<td>14.70</td>
<td>22,050</td>
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<tr>
<td></td>
<td>Description</td>
<td>Unit</td>
<td>Quantity</td>
<td>Unit Price</td>
<td>Extended Price</td>
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<tr>
<td>---</td>
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<td>-------</td>
<td>----------</td>
<td>-------------</td>
<td>----------------</td>
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<tr>
<td>12</td>
<td>Drill / Epoxy Dowels into exist. Pile Cap</td>
<td>EACH</td>
<td>1050</td>
<td>81.58</td>
<td>85,659</td>
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<tr>
<td>13</td>
<td>4000 PSI Concrete Pile Cap @ Existing</td>
<td>CUYD</td>
<td>300</td>
<td>295.18</td>
<td>88,554</td>
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<tr>
<td>14</td>
<td>Patch Back Exist Concrete Paving / Walkways</td>
<td>SQFT</td>
<td>5000</td>
<td>17.26</td>
<td>86,300</td>
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<tr>
<td>15</td>
<td>Temporary Infill / Opening @ Gate Door (Remove &amp; Reinstall)</td>
<td>EACH</td>
<td>27</td>
<td>235.00</td>
<td>6,345</td>
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<tr>
<td>16</td>
<td>IOPS BMS Bldg Management System</td>
<td>LS</td>
<td>1</td>
<td>670,900</td>
<td>670,900</td>
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<tr>
<td>17</td>
<td>New PBB A3-58/116 (including shipping to site, insurance)</td>
<td>EACH</td>
<td>14</td>
<td>530,442</td>
<td>7,426,188</td>
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<tr>
<td>18</td>
<td>New PBB A3-61/127 (including shipping to site, insurance)</td>
<td>EACH</td>
<td>8</td>
<td>544,355</td>
<td>4,354,840</td>
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<tr>
<td>19</td>
<td>New PBB A3-65/133 (including shipping to site, insurance)</td>
<td>EACH</td>
<td>2</td>
<td>557,581</td>
<td>1,115,162</td>
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<td>20</td>
<td>New PBB A3-68/144 (including shipping to site, insurance)</td>
<td>EACH</td>
<td>2</td>
<td>560,927</td>
<td>1,121,854</td>
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<td>21</td>
<td>New PBB A3-72/150 (including shipping to site, insurance)</td>
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<td>1</td>
<td>577,928</td>
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<td>22</td>
<td>2 new PBB foundations for C1 and C2</td>
<td>EACH</td>
<td>2</td>
<td>23,571</td>
<td>47,142</td>
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<tr>
<td>23</td>
<td>New Fixed Walkway (40.0' LF-inft)</td>
<td>EACH</td>
<td>2</td>
<td>95,532</td>
<td>191,064</td>
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<tr>
<td>24</td>
<td>Gate Sign</td>
<td>EACH</td>
<td>27</td>
<td>2,818</td>
<td>76,086</td>
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<tr>
<td>25</td>
<td>Bag Slide</td>
<td>EACH</td>
<td>27</td>
<td>4,788</td>
<td>128,736</td>
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<tr>
<td>26</td>
<td>Installation (Incl PBB, WW, GPU, PCA)</td>
<td>EACH</td>
<td>27</td>
<td>55,702</td>
<td>1,503,954</td>
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<tr>
<td>27</td>
<td>Manufacturer Commissioning</td>
<td>EACH</td>
<td>27</td>
<td>2,197</td>
<td>59,319</td>
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<td>28</td>
<td>Remove and Cap Relocate Condensate Drain due at to Pile Cap Expansion</td>
<td>EACH</td>
<td>27</td>
<td>1,059</td>
<td>28,593</td>
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<tr>
<td>29</td>
<td>Re-Install 45-ton PCA Unit</td>
<td>EACH</td>
<td>4</td>
<td>4,847</td>
<td>19,388</td>
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<tr>
<td>30</td>
<td>New 45-ton PCA Unit</td>
<td>EACH</td>
<td>49-18</td>
<td>104,726</td>
<td>1,885,068</td>
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<tr>
<td>31</td>
<td>New 75-90 ton PCA Unit</td>
<td>EACH</td>
<td>5</td>
<td>167,334</td>
<td>831,670</td>
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<tr>
<td>32</td>
<td>Disconnect / Make Safe Existing Electrical to Exist PBB</td>
<td>EACH</td>
<td>27</td>
<td>6,588</td>
<td>177,876</td>
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<tr>
<td>33</td>
<td>Re-Install Exist 400Hz SSFC 90KVA</td>
<td>EACH</td>
<td>12</td>
<td>2,706</td>
<td>32,472</td>
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<td>34</td>
<td>Replace 400Hz SSFC 90KVA</td>
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<td>10</td>
<td>35,587</td>
<td>355,870</td>
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<tr>
<td>35</td>
<td>Replace 400Hz SSFC 180KVA</td>
<td>EACH</td>
<td>5</td>
<td>55,536</td>
<td>277,680</td>
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<tr>
<td>36</td>
<td>Cameras, Software Licensing &amp; Programming (Recording Servers and Video</td>
<td>EACH</td>
<td>27</td>
<td>82,529</td>
<td>2,228,283</td>
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<tr>
<td></td>
<td>Storage Servers by LCPA)</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>37</td>
<td>Remove Stop Bar (1-Each)</td>
<td>LNFT</td>
<td>10</td>
<td>196.00</td>
<td>1,960</td>
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<tr>
<td>38</td>
<td>Striping to be Removed (Grind Only)</td>
<td>LNFTLS</td>
<td>4617-1</td>
<td>57,616</td>
<td>57,616</td>
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<tr>
<td>39</td>
<td>Striping at Gates</td>
<td>LNFTLS</td>
<td>4997-1</td>
<td>135,011</td>
<td>135,011</td>
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<tr>
<td>40</td>
<td>New Stop Bar (1-Each)</td>
<td>LNFT</td>
<td>10</td>
<td>299.00</td>
<td>2,990</td>
</tr>
</tbody>
</table>

GRAND TOTAL EXTENDED BID PRICE: $25,649,547

NOTICE: Bidders are responsible for verifying quantities to the degree he/she deems necessary in order to submit a lump sum bid. Quantities and unit prices will NOT be used to determine award in any case. The Grand Total Bid Price only will be used for consideration of low bid award. This is not a unit price contract. There will be NO adjustments for errors of quantity take offs or variations caused by existing conditions regardless of bidder's basis of information.

Bidder must bid on all bid items. Any bidder not bidding all bid items will be considered nonresponsive and disqualified.
NOTES / INSTRUCTIONS:

1) All bidders are required to hold their bid prices for 180 days after the date bids are due. Bidders shall provide a Bid Bond with their bid submittal. Bid Bonds shall be provided in the amount of 5% of the Grand Total Bid Number.

2) Bidder shall submit a complete bid including pricing for the entire scope of work and by providing unit costs for each item indicated herein. It shall be the bidder’s sole responsibility to ensure formatting and mathematical calculations be precise and correct. Bidders shall provide prices for all items to be considered a complete and responsive bid.

3) Basis for ranking of bids shall be determined by a number of factors including but not limited to the Grand Total Bid Number for all items within the bid schedule.

4) The bidder shall provide a Unit Price and the extended Bid Price for each line item in the bid schedule. Failure to follow bid instructions may be grounds for bid rejection.

5) Prospective responsive low bidder (based on Grand Total Bid Number) will enter into a lump sum contract with the Lee County Port Authority.

6) Estimated quantities herein are published solely for the purpose of establishing the basis for lump sum bid award.

7) The project will be awarded as a lump sum contract according to the Grand Total Extended Bid Price of the lowest, responsive and responsible bidder.

8) C-105 Mobilization shall be limited to 10 percent of the Grand Total Bid Number.

9) The bidder proposes to furnish all material, equipment and labor to execute all work associated with the project.

10) All project design documents and specifications take precedence over any bid notes mentioned herein.

NAME OF BIDDER  JBT AeroTech Corporation
Each Bidder must demonstrate the minimum qualifications set forth in Part B have been met by providing the information requested below. The inability to verify minimum qualifications have been met due to bidders' submission of inadequate, inaccurate or outdated reference information may result in determination of non-responsiveness. Attach additional sheets as needed to provide complete information.

**Yes or No **Yes. **Bidder contracting in a corporate capacity is registered with the Florida Department of State and is authorized to do business in the State of Florida.**

**Yes or No **Yes. **Bidder has previously contracted with one or more medium or large hub FAA Part 139 airport(s) for work occurring on the airfield that was performed in accordance with FAA prescribed technical specifications, phasing and airfield maintenance of traffic procedures.**

And, **Yes or No **Yes. **This/these contract(s) has/have a combined project value of no less than $10 million dollars with no individual contract valued at less than $2 million dollars,**

And, **Yes or No **Yes. **This/these contract(s) has/have been performed within the past ten (10) years prior to the date bids are due.**

Provide the following information for each contract Bidder is relying on to meet minimum qualifications

- **Name & location of Airport**
- **Airport Contact Name and Title & Airport Contact Telephone and Email address**
- **Project Name**
- **Contract value & contract begin and end dates**

**Yes or No **Yes. **Bidder is a manufacturer of passenger boarding bridges (PBB) and has manufactured 100 or more PBB's for projects in the United States within the past ten years prior to date bids are due.**

**Yes or No **Yes. **Bidder's subcontractor is a manufacturer of passenger boarding bridges (PBB) and has manufactured 100 or more PBB's for projects in the United States within the past ten years. Name of proposed subcontractor? JBT AeroTech Corporation **

**Yes or No **Yes. **Bidder is an installer of passenger boarding bridges and has installed no less than three (3) passenger boarding bridge projects in the United States on projects of similar size and scope within five (5) years prior to the date bids are due.**

**Yes or No **Yes. **Bidder's subcontractor is an installer of passenger boarding bridges and has installed no less than three (3) passenger boarding bridge projects in the United States on projects of similar size and scope within five (5) years prior to the date bids are due. Name of proposed subcontractor? Skycon, Inc.**

**Yes or No **Yes. **Bidder has not been found guilty by any court in the United States of crimes pertaining to industrial espionage or intellectual property theft.**

**Name of Bidder JBT AeroTech Corporation**
DELEGATION OF SIGNATURE AUTHORITY

By resolution of the Board of Directors of JBT AeroTech Corporation (the "Corporation"), I was vested with authority, in my capacity as President, to execute, and to delegate to any person authority to execute, all written instruments whatsoever pertaining to matters that are in the ordinary course of business of the Corporation.

Pursuant to this authority, I hereby authorize Brian DeRoche, President of Jetway Systems, a business unit of the Corporation, to execute and deliver all written instruments whatsoever which are in the ordinary course of business of the Corporation that pertain to Jetway Systems.

The authority conveyed by this delegation of signature authority may not be further delegated.

This delegation shall become effective on 1 June 2019 and shall continue in effect through 31 December 2020, unless revoked earlier in writing.

Dated: 1 June 2019

JBT AeroTech Corporation

By: [Signature]
Printed Name: David C. Burdakin
Title: President
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

THOMPSON, JOHN PAUL

JBT AEROTECH CORPORATION
1805 W 2550 S
OGDEN UT 84401

LICENSE NUMBER: CGC1528566
EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.
State of Florida
Department of State

I certify from the records of this office that JBT AEROTECH CORPORATION is a Delaware corporation authorized to transact business in the State of Florida, qualified on June 13, 2019.

The document number of this corporation is F19000002754.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on May 3, 2020, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-seventh day of May, 2020

Secretary of State

Tracking Number: 9981661516CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.
FORM 2: OFFICIAL BID FORM (Page 4 of 4)

Each Bidder must demonstrate that the minimum qualifications set forth in Part B have been met. Each bidder must provide the up to date and current information as requested below. The inability to perform reference checks due to the submittal of inaccurate or outdated reference contact information may affect the LCPA’s determination of responsiveness.

1. **NO** Has bidder been found guilty by any court in the United States of crimes pertaining to industrial espionage or intellectual property theft. (Indicate Yes or No).

2. **Project Information and Reference**

   A. John Bean Technologies Corporation, Jetway

<table>
<thead>
<tr>
<th>BIDDER FIRM NAME</th>
<th>PROJECT NAME</th>
<th>AIRPORT NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Bean Technologies Corporation, Jetway</td>
<td>PBB Replacement - Phase 2</td>
<td>Atlanta Hartsfield-Jackson Int'l Airport</td>
</tr>
<tr>
<td></td>
<td>2016-2020</td>
<td>$80,739,325</td>
</tr>
<tr>
<td></td>
<td>YEAR PROJECT STARTED/COMPLETED</td>
<td>DOLLAR VALUE OF CONSTRUCTION</td>
</tr>
<tr>
<td>Shawn Craig</td>
<td>AIRPORT CONTACT NAME</td>
<td>Project Manager</td>
</tr>
<tr>
<td></td>
<td></td>
<td>POSITION HELD ON PROJECT</td>
</tr>
<tr>
<td>Project Manager (Agent for AATC)</td>
<td>3368 Hardee Avenue</td>
<td>CURRENT ADDRESS</td>
</tr>
<tr>
<td></td>
<td>Atlanta, Georgia 30341</td>
<td>CURRENT CITY, STATE ZIP CODE</td>
</tr>
<tr>
<td><a href="mailto:scraig@cps-atlanta.com">scraig@cps-atlanta.com</a></td>
<td>CURRENT EMAIL</td>
<td></td>
</tr>
</tbody>
</table>

   B. John Bean Technologies Corporation, Jetway

<table>
<thead>
<tr>
<th>BIDDER FIRM NAME</th>
<th>PROJECT NAME</th>
<th>AIRPORT NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Bean Technologies Corporation, Jetway</td>
<td>PBB Replacement Project 1649A</td>
<td>Nashville International Airport</td>
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<tr>
<td></td>
<td>2015-2018</td>
<td>$23,392,643</td>
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<tr>
<td></td>
<td>YEAR PROJECT STARTED/COMPLETED</td>
<td>DOLLAR VALUE OF CONSTRUCTION</td>
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<tr>
<td>Tracy Holton</td>
<td>AIRPORT CONTACT NAME</td>
<td>Chief Engineer</td>
</tr>
<tr>
<td></td>
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<td>POSITION HELD ON PROJECT</td>
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<tr>
<td>Asst. VP Development &amp; Eng.</td>
<td>1 Terminal Drive</td>
<td>CURRENT ADDRESS</td>
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<tr>
<td></td>
<td></td>
<td>CURRENT ADDRESS</td>
</tr>
<tr>
<td>Nashville, TN 37214</td>
<td>CURRENT CITY, STATE ZIP CODE</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:traci_holton@nashintl.com">traci_holton@nashintl.com</a></td>
<td>CURRENT EMAIL</td>
<td></td>
</tr>
</tbody>
</table>

   | | CURRENT TELEPHONE # |
   | 615-275-1675 |
Sample of Past Performance

This intent of this document is to describe the experience and past performance employed by JBT AeroTech Corporation, Jetway Systems®. JBT AeroTech Corporation, Jetway® Systems, for the rest of the document will be known as Jetway®.

JBT AeroTech Corporation, Jetway manufactures approximately 200 Jetway passenger boarding bridges, walkways and associated ancillary equipment each year for projects in the Americas. The following is a representative sample of projects; a more comprehensive list is available if desired. This list represents a cross section of projects that meet many of the criteria, however not all projects reflect all the criteria listed. These projects are fixed price contracts and we are not involved in the preconstruction project estimates.

Atlanta Hartsfield-Jackson International Airport
Customer Atlanta Airline Terminal Corporation (AATC)
Scope This project included the replacement of 116 passenger boarding bridges. Many of the gates include new PCA and GPU equipment. JBT in conjunction with Aero System Engineering were the designers of the work. JBT supplied all equipment and Aero Bridge Works, through a direct contract with AATC was the installation contractor.

This work required intimate coordination with the AATC, the Airlines and Aero Bridge Works (ABW) to deliver the equipment on time and in the correct configuration for a seamless installation.

Schedule Varied, but generally two bridges per every two weeks

JBT PM Mark Nelson, 801-940-1862, mark.nelson@ibtc.com
Owner PM Shawn Craig, 678-749-9443, scraig@cps-atlanta.com
Project Price $80,739,325
RQ# 3389 & 3030
Dates March 2016 – September 2020
Los Angeles International Airport
Customer United Airlines

Scope This project included the replacement of 17 Passenger Boarding Bridges at Terminals 7 and 8 at Los Angeles International Airport. The equipment contract was directly with United Airlines and the installation contract was through Hensel-Phelps Construction. We were responsible for the removal and scrap of the existing Passenger Boarding Bridges and associated equipment and the installation of the new PBB's, GPU's and PCA. There was extensive refurbishment work on 10 other gates requiring new Cab's, new PBB interiors and the like. At the end of the installation of each gate we provide commissioning services.

Schedule One Gate down at a time, however there were several two bridge gates. The sequence time was approximately two weeks per gate

JBT PM Lonnie Rackham, 801-629-3227, Lonnie.rackham@jbtc.com
Owner PM Richard Cloud, 872-825-7299, richard.r.cloud@united.com
Project Price $4,727,850
RQ# 3216
Dates September 2017 – February 2018

Experience and Past Performance
Denver International Airport
Customer: Denver International Airport

Scope: We have a Master Purchase Agreement with Denver International Airport/City and County of Denver for the supply of Passenger Boarding Bridges. We coordinate with the DIA project manager and the DIA installation contractor to supply the equipment when required. At the end of the installation of each gate we provide commissioning services. We are currently involved with the DEN expansion work as well as a 10-bridge replacement program. We have supplied 80 bridges over the last 15 years to DEN.

Schedule: Seven working days

JBT PM: Seth Whitworth, 801-629-3104, seth.whitworth@jbtc.com

Owner PM: Steve Simpson, 303-342-2609, steven.simpson@flydenver.com, Expansion Dan Trexler, 303-342-2655, danny.trexler@flydenver.com Replacement

Project Price: $38,300,000 for the expansion work & $5,231,534 for the scheduled replacement equipment

RQ#: 3121 & 2957

Dates: June 2016 – December 2017

San Francisco International Airport Boarding Area A
Customer: Skanska Builders USA

Scope: The scope is to replace the existing 23 Passenger Boarding Bridges at Boarding Area A. These are international gates and we are to take down and scrap the existing bridges and glycol air handlers and dispose of the equipment. We are to erect new PBB's and walkways. This work required multiple mobilizations as the bridge equipment is removed and construction activities take place and we return for the installation of the new equipment.

Schedule: One Month Per Gate

JBT PM: Jake Brown, 801-629-3109, jake.brown@jbtc.com

Owner PM: Jeff Robinson, 510-908-1148, jeff.robinson@skanska.com

Project Price: $18,134,000

RQ#: 3325

Dates: September 2017 – January 2019
Salt Lake City International Airport North Concourse, Phase I
Customer: Austin-Oakland Joint Venture

**Scope**
The scope is to replace the existing 20 Passenger Boarding Bridges in the North Concourse. These gates are to take down and scrap the existing bridges and glycol air handlers and dispose of the equipment. We are to erect new PBB's and walkways. This work required multiple mobilizations as the bridge equipment is removed and construction activities take place and we return for the installation of the new equipment.

**Schedule**
One Month Per Gate

JBT PM: Mark Nelson, 801-629-3147, mark.nelson@jbtc.com

Owner PM: Brian Anderson, 801-386-0140, banderson@aoivteam.com

**Project Price** $24,184,878

**RQ#** 3291

**Dates**
June 2018 – December 2021

Salt Lake City International Airport South Concourse, Phase I
Customer: Holder Big-D

**Scope**
The scope is to replace the existing 25 Passenger Boarding Bridges in the South Concourse. These gates are to take down and scrap the existing bridges and glycol air handlers and dispose of the equipment. We are to erect new PBB's and walkways. This work required multiple mobilizations as the bridge equipment is removed and construction activities take place and we return for the installation of the new equipment.

**Schedule**
One Month Per Gate

JBT PM: Mark Nelson, 801-629-3147, mark.nelson@jbtc.com

Owner PM: John O'Connor, 508-365-8908, joconnor@hdjvteam.com

**Project Price** $28,786,581

**RQ#** 2745

**Dates**
December 2016 – December 2021
FORM 3: LOBBYING AFFIDAVIT
Note: This form must be submitted with the bidder's bid submittal.

Brian DeRoche, 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: June 01, 2020

State of: Utah
County of: Weber

This foregoing instrument was acknowledged before me this 01 (first) day of June 2020 by Brian DeRoche, who is personally known to me or produced as identification.

Signature of Notary: 

Serial Commission No.
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: JBT AeroTech Corporation

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.

Brian DeRoche
Authorized Signature

State of: Utah
County of: Weber

This foregoing instrument was acknowledged before me this 01 (first) day of June, 2020, by Brian DeRoche, who is personally known to me or produced as identification.

Note: This form must be submitted with the bidder’s bid submittal
KNOW ALL MEN BY THESE PRESENTS, that we JBT AeroTech Corporation, as Principal, and Western Surety Company, a corporation licensed to do business in the State of Florida as a surety, are held firmly bound unto LEE COUNTY PORT AUTHORITY, LEE COUNTY, FLORIDA (obligee), in the sum of $One million two hundred eighty-two thousand, four hundred seventy-eight dollars ($1,282,478) for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this 12th day of May, 2020.

WHEREAS, said Principal is herewith submitting a bid for RFB 20-53MMW, Passenger Boarding Bridge Replacement - Southwest Florida International Airport.

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the contract upon said bid within the specified time and shall enter into a written agreement, satisfactory in form, and shall provide an acceptable Performance and Payment Bond from a Surety acceptable to the Authority as well as other insurance as may be required by the Authority within ten (10) calendar days from the issuance of the written Notice of Intent to Award date, or within such extended period as the Port Authority may grant, then this obligation shall be null and void. Otherwise, said Principal and Surety shall pay to said Authority in money the difference between the amount of the bid of said Principal and the amount for which said Authority may legally contract with another party to perform said work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney’s fees incurred by said Port Authority if suit be brought hereon, but in no event shall said Surety’s liability exceed the penal sum hereof plus such expenses and attorney’s fees. For purposes of unsuccessful bid protests filed by the Principal herein, this obligation shall bind the Surety to pay costs and damages associated with the bid protest or delays to the project upon finding from the Board of Port Commissioners of Lee County that the bid protest was frivolous and/or lacked merit.

Witness as to Principal: JBT AeroTech Corporation

Witness as to Surety: Western Surety Company

Affix Corporate Seals and attach proper Power of Attorney for Surety.
Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Aaron D. Griffin, Individually

of Chicago, Illinois, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond Number: 38203-CNA-20-15
Principal: JBT AeroTech Corporation
Obligee: Lee County Port Authority

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 3rd day of June, 2015.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha

On this 3rd day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021

S. EICH
Notary Public

CERTIFICATE

L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12th day of May, 2020.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012
DELEGATION OF SIGNATURE AUTHORITY

By resolution of the Board of Directors of JBT AeroTech Corporation (the "Corporation"), I was vested with authority, in my capacity as President, to execute, and to delegate to any person authority to execute, all written instruments whatsoever pertaining to matters that are in the ordinary course of business of the Corporation.

Pursuant to this authority, I hereby authorize Brian DeRoche, President of Jetway Systems, a business unit of the Corporation, to execute and deliver all written instruments whatsoever which are in the ordinary course of business of the Corporation that pertain to Jetway Systems.

The authority conveyed by this delegation of signature authority may not be further delegated.

This delegation shall become effective on 1 June 2019 and shall continue in effect through 31 December 2020, unless revoked earlier in writing.

Dated: 1 June 2019

JBT AeroTech Corporation

By: [Signature]

Printed Name: David C. Burdakin
Title: President
FORM 8: RESERVED
## FORM 9: Utilization Statement: Disadvantaged Business Enterprise (DBE)

By completing this form Bidders must identify and document whether they will meet the Port Authority’s DBE participation goal for this project (10%), and if not, Bidders should identify and document its good faith efforts to meet the goal, as set forth in 49 CFR, Appendix A, Subpart C 26.53.

### CERTIFIED DBE(s) LIST

<table>
<thead>
<tr>
<th>DBE Firm</th>
<th>$ Value of Work</th>
<th>Percent of Total Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Structures Development Group Inc.</td>
<td>$1,635,217</td>
<td>6.4%</td>
</tr>
<tr>
<td><strong>Type of Work/Specialty:</strong> General Contractor/Conditions, Civil Works and Apron Striping</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Wentco</td>
<td>$2,219,820</td>
<td>7.9%</td>
</tr>
<tr>
<td><strong>Type of Work/Specialty:</strong> Electrical &amp; Telecom Work</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>$</td>
<td>%</td>
</tr>
<tr>
<td>4.</td>
<td>$</td>
<td>%</td>
</tr>
<tr>
<td>5.</td>
<td>$</td>
<td>%</td>
</tr>
<tr>
<td><strong>Type of Work/Specialty:</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The undersigned bidder has satisfied the requirements of the bid conditions in the following manner. (Please mark appropriate box)

- [ ] The bidder is committed to a minimum of **10%** DBE utilization on this project.
- [ ] The bidder, while unable to meet the established goal, hereby commits to a minimum of **%** DBE utilization on this project and also submits documentation, as an attachment(s) demonstrating good faith efforts (GFE).

### Total Value of Base Bid

$25,649,557

### Total of DBE Subcontract(s) Work

$3,855,037

---

**Print Bidder’s/Offeror’s Company Name**

JBT AeroTech Corporation

**Print Name of Authorized Representative**

Brian DeRoche

**Company Address:**

1805 W 2550 S, Ogden UT 84401

**Phone Number:**

801-629-3125, E-mail: john.thompson@jbtc.com

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein, have agreed to perform a commercially useful function as described in 49 CFR Part 26.55(c) in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Lee County Port Authority and the CM for this project.

**Signature of Authorized Representative**

[Signature]

**Date**

June 01, 2020

Utilization Statement Form – Rev 02/24/20
LETTER OF COMMITMENT
Disadvantaged Business Enterprise
(This page shall be submitted with bid submittal for each proposed DBE firm)

Bidder/Offeror Company Name: JBT AeroTech Corporation
Project Name/#: Passenger Boarding Bridge Replacement, RFB 20-53MMW

DBE Firm: Company Name: Structures Development Group, Inc.
Address: 6601 Broken Arrow Road
City: Ft. Myers State: FL Zip 33912

DBE Contact Person: Name: Mona Henry Phone: (941) 288-6090
E-mail: mona@structuresdg.com

<table>
<thead>
<tr>
<th>Work items(s) to be performed by DBE Firm</th>
<th>Quantity/Unit Price</th>
<th>Total Value of Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Contractor/Conditions, Civil Works and Apron Striping</td>
<td>1 lot sum</td>
<td>$1,635,217</td>
</tr>
</tbody>
</table>

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

Total DBE contract amount: $ 1,635,217

Affirmation:
The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: [Signature of DBE Firm's Authorized Representative] [Date]
President [Title]

*In the event the bidder does not receive award of bid, any and all representations in this Letter of Commitment and Affirmation shall be null and void.
Florida Unified Certification Program

CERTIFIED

Disadvantaged Business Enterprise

Structures Development Group, Inc.

This certificate acknowledges that the above named firm is approved by the Florida Unified Certification Program (FUCP) as a Disadvantaged Business Enterprise (DBE), under rules promulgated by the U.S. Department of Transportation (DOT) in Title 49, Part 26 of the US Code of Federal Regulations.

This certification entitles the above named firm to provide product(s) and/or service(s) and received DBE credits under the following category(s) only: Commercial and Institutional Building Construction, Residential Building Construction, and Residential Remodelers

NAICS Code(s): 23611, 236118, 236220

ANNIVERSARY DATE: Annually April 14
REVIEW DATE: April 14, 2022

Jeff Mulder, A.A.E.
Executive Director

Julio A. Rodriguez
DBE Program Manager

LEE COUNTY PORT AUTHORITY
CERTIFYING AGENCY
Dear Business Owner:

Your 2019-2020 Lee County Local Business Tax Receipt is attached below for account number 9600670.

If there is a change in one of the following, refer to the instructions on the back of this receipt.
- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

[Signature]

Lee County Tax Collector

---

2019 - 2020

LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 9600670
State License Number: CGC057721

If state license has changed, contact our office at 239.533.6000

Location:
6601 BROKEN ARROW RD
FT MYERS FL 33912

STRUCTURES DEVELOPMENT GROUP INC
HENRY MONA LEA
6601 BROKEN ARROW RD
FT MYERS FL 33912

Account Expires: September 30, 2020

May engage in the business of:

GENERAL CONTRACTOR-CERTIFIED

THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

Payment Information:

PAID 527275-75-1 08/13/2019 09:40 AM $50.00
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HENRY, MONA LEA
STRUCTURES DEVELOPMENT GROUP INC
6601 Broken 6601 BROKEN ARROW ROAD
FORT MYERS FL 33912

LICENSE NUMBER: CGC057721
EXPIRATION DATE: AUGUST 31, 2020
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.
**LETTER OF COMMITMENT**

**Disadvantaged Business Enterprise**

(This page shall be submitted with bid submittal for each proposed DBE firm)

**Bidder/Offeror**

Company Name: **JBT AeroTech Corporation**

Project Name/#: **Passenger Boarding Bridge Replacement, RFB 20-53MMW**

**DBE Firm**

Company Name: **WENTCO, Inc.**

Address: **5877 Enterprise Pkwy**

City: **Fort Myers**  
State: **FL**  
Zip: **33905**

**DBE Contact Person**

Name: **Cathy Reynolds**  
Phone: **(239) 694-2700**  
E-mail: **Cathy.reynolds@wentcoinc.com**

<table>
<thead>
<tr>
<th>Work Items(s) to be performed by DBE Firm</th>
<th>Quantity/Unit Price</th>
<th>Total Value of Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric/Data/CCTV</td>
<td>1 lot sum</td>
<td>$1,950,000.00</td>
</tr>
</tbody>
</table>

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

Total DBE contract amount: **$1,950,000.00**

**Affirmation:**
The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: **Cathy Reynolds**  
(Signature of DBE Firm's Authorized Representative)  
(PRESIDENT)  
(Title)  
(Date)  

6/1/2020

*In the event the bidder does not receive award of bid, any and all representations in this Letter of Commitment and Affirmation shall be null and void.*

**DBE Letter of Commitment – 02/25/2020JR**
Florida Unified Certification Program

CERTIFIED

Disadvantaged Business Enterprise

Wentco, Inc.

This certificate acknowledges that the above named firm is approved by the Florida Unified Certification Program (FUCP) as a Disadvantaged Business Enterprise (DBE), under rules promulgated by the U.S. Department of Transportation (DOT) in Title 49, Part 26 of the US Code of Federal Regulations.

This certification entitles the above named firm to provide product(s) and/or service(s) under the following category(s) only: Electrical Contractors and Other Wiring Installation Contractors, Plumbing, Heating, and Air Conditioning Contractors

NAICS Code(s): 238210, 238220

ANNIVERSARY DATE: Annually April 10
REVIEW DATE: October 10, 2021

Jeff Mulder, A.A.E.
Executive Director

Julio A. Rodriguez
DBE Program Manager
FORM 11: CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY. Submission of this form is REQUIRED with bid submittal.

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY
As a matter of bid responsiveness, the bidder must complete, sign, date, and submit this certification statement with its proposal. The bidder must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (☐) or the letter "X".

☐ Bidder hereby certifies that it will comply with 49 USC § 50101 by:
  a) Only installing steel and manufactured products produced in the United States; or
  b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder agrees:
- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing U.S. domestic products.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☒ Bidder hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder with the apparent low bid agrees:
  a) To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
  b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the bid.
  c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
  d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
  e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

REQUIRED DOCUMENTATION
Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility". The required documentation for a Type 3 waiver is:
a) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.

c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

a) Detailed cost information for total project using U.S. domestic product

b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

June 01, 2020

Date

JBT AeroTech Corporation

Company Name

Signature

President - Jetway

Title

[END OF FORM]
FORM 12: CERTIFICATE OF BUY AMERICAN COMPLIANCE-MANUFACTURED PRODUCTS. Submission of this form with bidder’s bid submittal is REQUIRED.

Certificate of Buy American Compliance for Manufactured Products
As a matter of bid responsiveness, the bidder must complete, sign, date, and submit this certification statement with their bid. The bidder must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

☐ Bidder hereby certifies that it will comply with 49 USC § 50101 by:
  a) Only installing steel and manufactured products produced in the United States;
  b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder agrees:
1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☒ The bidder hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

5.

REQUIRED DOCUMENTATION
Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:
  a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
  b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
  c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:
  a) Detailed cost information for total project using U.S. domestic product
  b) Detailed cost information for total project using non-domestic product
False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

June 01, 2020

JBT AeroTech Corporation

[END OF FORM]
FORM 13: CERTIFICATION OF BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

Submission of this form with bidder's bid submittal is REQUIRED.

CERTIFICATION OF BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not (X) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not (X) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

June 01, 2020
Date

JBT AeroTech Corporation
Company Name

Signature
President - Jetway
Title
FORM 14: TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or

3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S.
firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

Signature of bidder: 

[END OF FORM]
# CURRENT AND PAST PROJECTS

*Passenger Boarding PBB’s & Related Equipment*

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<th>LOCATION</th>
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<th>OWNER/ARCHITECT</th>
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<td>$5,644,219</td>
<td>Farrah Aatue</td>
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<td></td>
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<td>Project Offices</td>
<td>Richmond, BC, V7B 1A2</td>
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<td></td>
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<tr>
<td></td>
<td></td>
<td>Scott E. Mongeau - Project Manager, Construction Group</td>
<td>Phone: 949.337.0365</td>
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<td></td>
<td></td>
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<td>Fax: 949.852.0218</td>
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**CONFIDENTIAL AND PROPRIETARY**

April 2019
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<td>Mike Abhold</td>
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<td><a href="mailto:djohnson@rossicontractors.com">djohnson@rossicontractors.com</a></td>
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**CONFIDENTIAL AND PROPRIETARY**
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| **Northwest Arkansas Regional Airport**       | Jan 18 – May 18                         | Flync, Inc. 7711 Distribution Drive Little Rock, AR 72209-4356  
| Bentonville, Arkansas                          |                                         | John Christensen, Project Manager O: 501.565.1228 E: johnc@flync.com          |
| RQ#3357                                        |                                         |                                                                                 |
| $682,702                                       |                                         |                                                                                 |
| **Honolulu Int’l Airport**                    | Dec 17 – June 18                        | NAI Inc. 636 Laimaka Street Honolulu, HI 96819  
| Honolulu, Hawaii                               |                                         | 2 (2) PBB 5 (5) Walkways                                                        |
| RQ#3130                                        |                                         |                                                                                 |
| $3,434,787                                     |                                         |                                                                                 |
| **McGhee Tyson Int’l Airport**                | Dec 17 – Sept 18                        | Metropolitan Knoxville Airport Authority 2701 Spence Pl # 1 Knoxville, TN 37920  
| Knoxville, Tennessee                           |                                         | (6) PBB’s (6) PCA (6) 400Hz                                                     |
| RQ#3342                                        |                                         |                                                                                 |
| $4,137,164                                     |                                         |                                                                                 |
| **Various Locations**                         | Dec 17 – Dec 18                         | Southwest Airlines                                                              |
| RQ#3245                                        |                                         | (8) PBB’s (3) Walkways (5) PCA (3) 400Hz                                         |
| $3,727,446                                     |                                         |                                                                                 |
| **Hancock Int’l Airport**                     | Dec 17 – Feb 18                         | Bouley Associates, Inc. 265 Genesee Street Auburn, NY 13021  
| Syracuse, New York                             |                                         | Kim Fritz / Don Ward O: 315-253-4417 E: DWW@bouleyusa.com E: bouley@bouleyusa.com |
| RQ#3292                                        |                                         |                                                                                 |
| $501,296                                       |                                         |                                                                                 |
| **San Luis Potosi Airport**                   | Nov 17 – Feb 18                         | Oversys LLC 545 E John Carpenter, Suite 300 Irving TX 75062  
| San Luis Potosi, Mexico                       |                                         | Ricardo Najera O: 469-242-6200  
| PO#80240/RQ#3298                               |                                         | 469-242-6200 Mobile: 214-718-1963  
| $370,597                                       |                                         | 214-718-1963 Email: r.najera@oversys-usa.com r.najera@oversys-usa.com          |
| **Outagamie County Airport**                  | Oct 17 – Jan 18                         | SMA Construction Services 201 W. Walnut Street  
| Appleton, Wisconsin                            |                                         | Green Bay, WI 54303 Kevin Winkler O: 920.438.3833 E: kevin@smaconstructionservices.com |
| PO#17070 /RQ#3300                             |                                         |                                                                                  |
| $993,407                                       |                                         |                                                                                  |
| **Seattle Tacoma Int’l Airport**              | Oct 17 – Oct 18                         | Port of Seattle Robert McMartin, Sr. Buyer  
| Seattle, Washington                            |                                         | PO BOX 1209 Seattle, WA 98111 O: 206.787.3233 E: McMartin.R@portseattle.org    |
| RQ#3233                                        |                                         |                                                                                  |
| $13,739,627                                    |                                         |                                                                                  |
| **San Francisco Int’l Airport**               | Sept 17 – Oct 19                        | Austin Webcor Joint Venture 207 King Street Suite 300 San Francisco, CA 94107-5499  
<p>| San Francisco, California                      |                                         | (18) PBB’s (33) Walkways (18) PCA                                                 |
| Agreement #1517JBT02/RQ#3227                   |                                         |                                                                                  |</p>
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<td>Vanderlane Industries, Inc.</td>
<td>Cristine McGeever [213-479-1156] <a href="mailto:cmcgeeever@webcor.com">cmcgeeever@webcor.com</a></td>
<td>Sept 17 – Feb 18</td>
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<tr>
<td>Portland, Maine</td>
<td>Glenn Shaw [903-513-9400] <a href="mailto:Glenn.Shaw@vanderlane.com">Glenn.Shaw@vanderlane.com</a></td>
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<td>Glenn Shaw [<a href="mailto:Glenn.Shaw@vanderlane.com">Glenn.Shaw@vanderlane.com</a>]</td>
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<td>Thomas Evans [951-202-7116] <a href="mailto:Thomas.Evans@skanska.com">Thomas.Evans@skanska.com</a></td>
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<td>Joe Ferraro [516.326.6262] <a href="mailto:Joe.Ferraro@oxford1.com">Joe.Ferraro@oxford1.com</a></td>
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<td>Cedar Rapids, Iowa</td>
<td>6205 Locust Road SW</td>
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<td></td>
<td>Steve Kleiman, President</td>
<td>319.364-8864</td>
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<td></td>
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<tr>
<td>New Orleans, Louisiana</td>
<td>Sherrie Wasley</td>
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<td></td>
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<td>Jay Grantham, PE, LEED, CCM AERO BridgeWorks</td>
<td>President</td>
</tr>
<tr>
<td>Madison, Wisconsin</td>
<td></td>
<td>O: 770.423.4200 x111 M: 919.796.2168 E: <a href="mailto:jay.grantham@aerobridgeworks.net">jay.grantham@aerobridgeworks.net</a> W: <a href="http://www.TheAEROGroup.net">www.TheAEROGroup.net</a></td>
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<td>Joe Ferraro VIP, Operations - Oxford Airport Tech Services</td>
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<td>Albany, New York</td>
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<td>O: 516.326.6262 M: 516.830.1996 E: <a href="mailto:jferraro@oxford1.com">jferraro@oxford1.com</a></td>
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<td>American Airlines</td>
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<td>Jun 15 – Feb 16</td>
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<td>City &amp; County of Denver</td>
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<td>JFK International Airport, Jamaica, NY</td>
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<td>Pearson International Airport, Toronto, Ontario, Canada</td>
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<td>(2) PBB’s, (2) PCA, (2) 400Hz</td>
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<td>Fairweather Inc.</td>
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<td>O’Hare International Airport, Chicago, IL</td>
<td>AERO BridgeWorks</td>
<td>President</td>
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<td>O’Hare International Airport, Chicago, IL</td>
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<td>O’Hare International Airport, Chicago, IL</td>
<td>M: 919.796.2168</td>
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<tr>
<td>O’Hare International Airport, Chicago, IL</td>
<td>E: <a href="mailto:jay.grantham@aerobridgeworks.net">jay.grantham@aerobridgeworks.net</a></td>
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<td>2. Contract Agreement</td>
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<td>4. Customer Review Finish Samples</td>
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<td>7. Submit Submittals to Customer for Review</td>
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<td>8. Notice to Proceed</td>
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<td>9. Customer Review Finish Samples</td>
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<td>10. Customer Review and Approve Submittals</td>
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<td>Mon 4/26/21</td>
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<td>Thu 4/30/21</td>
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<td>Thu 11/20/20</td>
<td>Mon 5/10/21</td>
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<td>18. Compressor</td>
<td>110 days</td>
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<td>Mon 5/10/21</td>
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<td>19. Skin Kit</td>
<td>102 days</td>
<td>Mon 11/22/20</td>
<td>Fri 5/14/21</td>
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<td>100 days</td>
<td>Tue 3/31/20</td>
<td>Wed 4/21/21</td>
</tr>
<tr>
<td>30. Dusting</td>
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<td>31. Oils</td>
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<td>32. Project Specific Ground Power Unit Materials</td>
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<td>33. Enclosure</td>
<td>100 days</td>
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<td>Wed 7/21/21</td>
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<td>34. Transformer</td>
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<td>Wed 7/21/21</td>
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<td>35. Cable Assemblies</td>
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<td>36. Circuit Boards</td>
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<td>37. Total CEM Electrical Components</td>
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Bag Slides (27 Qty)

<table>
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<tr>
<th>Task</th>
<th>Description</th>
<th>Start Date</th>
<th>Finish Date</th>
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<tbody>
<tr>
<td>41. Procure Bag Slide Gate D5</td>
<td>45 days</td>
<td>Tue 1/19/21</td>
<td>Mon 3/22/21</td>
</tr>
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<td>45 days</td>
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<td>51. Procure Bag Slide Gate B4</td>
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Date: Mon 1/1/20
Southwest Florida International Airport
Passenger Boarding Bridge (PBB) Replacement Project
Fort Myers, Florida

Project Bid Schedule

Passenger Boarding Bridges (27 Qty)

<table>
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Walkways (2 Qty)

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<td>86</td>
<td>J-41-BB Walkway Gate C2</td>
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400 Hz Ground Power Units (15 Qty)

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<td>101</td>
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<td>102</td>
<td>400 Hz GPU 180 KVA Gate B3</td>
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<td>103</td>
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<td>Tue 10/21/21</td>
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<td>105</td>
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<td>106</td>
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### Task Schedule

#### Task Details

**ID** | **Task Name** | **Duration** | **Start** | **Finish** | **2021** | **2022**
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105 | Manufacture 400 Hz GPU 90 KVA Gate D7 | 20 days | Fri 2/19/21 | Thu 3/18/21 | Manufacture 400 Hz GPU 90 KVA Gate D7 | Manufacture 400 Hz GPU 90 KVA Gate B3
109 | Manufacture 400 Hz GPU 90 KVA Gate B3 | 20 days | Tue 2/23/21 | Mon 3/22/21 | Manufacture 400 Hz GPU 90 KVA Gate C9 | Manufacture 400 Hz GPU 90 KVA Gate B7
113 | Manufacture 400 Hz GPU 90 KVA Gate C9 | 20 days | Fri 2/26/21 | Thu 3/25/21 | Manufacture 400 Hz GPU 90 KVA Gate C9 | Manufacture 400 Hz GPU 90 KVA Gate B7
122 | Manufacture 400 Hz GPU 90 KVA Gate C8 | 20 days | Wed 3/3/21 | Tue 3/12/21 | Manufacture 400 Hz GPU 90 KVA Gate C8 | Manufacture 400 Hz GPU 90 KVA Gate C8
126 | Manufacture 400 Hz GPU 90 KVA Gate B7 | 20 days | Fri 3/5/21 | Thu 3/14/21 | Manufacture 400 Hz GPU 90 KVA Gate C8 | Manufacture 400 Hz GPU 90 KVA Gate B7
131 | Manufacture 400 Hz GPU 90 KVA Gate B9 | 20 days | Mon 3/8/21 | Sun 3/17/21 | Manufacture 400 Hz GPU 90 KVA Gate B9 | Manufacture 400 Hz GPU 90 KVA Gate C8
135 | Manufacture 400 Hz GPU 90 KVA Gate C2 | 20 days | Thu 3/16/21 | Wed 4/14/21 | Manufacture 400 Hz GPU 90 KVA Gate C2 | Manufacture 400 Hz GPU 90 KVA Gate B9
139 | Manufacture 400 Hz GPU 90 KVA Gate C1 | 20 days | Tue 3/23/21 | Mon 4/1/21 | Manufacture 400 Hz GPU 90 KVA Gate C2 | Manufacture 400 Hz GPU 90 KVA Gate B9
143 | Ship Equipment AT3 6B/He-12ER PBB Gate C3 | 5 days | Fri 4/9/21 | Thu 4/14/21 | Ship Equipment AT3 6B/He-12ER PBB Gate D6 | Ship Equipment AT3 6B/He-12ER PBB Gate D6
144 | Ship Equipment AT3 6B/He-12ER PBB Gate C2 | 5 days | Fri 4/9/21 | Thu 4/14/21 | Ship Equipment AT3 6B/He-12ER PBB Gate D6 | Ship Equipment AT3 6B/He-12ER PBB Gate D6
145 | Ship Equipment AT3 6B/He-12ER PBB Gate C1 | 5 days | Fri 4/9/21 | Thu 4/14/21 | Ship Equipment AT3 6B/He-12ER PBB Gate D6 | Ship Equipment AT3 6B/He-12ER PBB Gate D6
146 | Ship Equipment AT3 6B/He-12ER PBB Gate B1 | 5 days | Fri 4/9/21 | Thu 4/14/21 | Ship Equipment AT3 6B/He-12ER PBB Gate D6 | Ship Equipment AT3 6B/He-12ER PBB Gate D6
147 | Ship Equipment AT3 6B/He-12ER PBB Gate B2 | 5 days | Fri 4/9/21 | Thu 4/14/21 | Ship Equipment AT3 6B/He-12ER PBB Gate D6 | Ship Equipment AT3 6B/He-12ER PBB Gate D6
148 | Ship Equipment AT3 6B/He-12ER PBB Gate B3 | 5 days | Fri 4/9/21 | Thu 4/14/21 | Ship Equipment AT3 6B/He-12ER PBB Gate D6 | Ship Equipment AT3 6B/He-12ER PBB Gate D6
149 | Ship Equipment AT3 6B/He-12ER PBB Gate C3 | 5 days | Fri 4/9/21 | Thu 4/14/21 | Ship Equipment AT3 6B/He-12ER PBB Gate D6 | Ship Equipment AT3 6B/He-12ER PBB Gate D6
150 | Ship Component Load Gate D10 | 5 days | Mon 4/5/21 | Fri 4/9/21 | Ship Component Load Gate D10 | Ship Component Load Gate D10
151 | Ship Component Load Gate D9 | 5 days | Mon 4/5/21 | Fri 4/9/21 | Ship Component Load Gate D10 | Ship Component Load Gate D10
152 | Ship Component Load Gate D8 | 5 days | Mon 4/5/21 | Fri 4/9/21 | Ship Component Load Gate D10 | Ship Component Load Gate D10
153 | Ship Component Load Gate D7 | 5 days | Mon 4/5/21 | Fri 4/9/21 | Ship Component Load Gate D10 | Ship Component Load Gate D10
154 | Ship Component Load Gate D6 | 5 days | Mon 4/5/21 | Fri 4/9/21 | Ship Component Load Gate D10 | Ship Component Load Gate D10
155 | Ship Component Load Gate D5 | 5 days | Mon 4/5/21 | Fri 4/9/21 | Ship Component Load Gate D10 | Ship Component Load Gate D10
156 | Ship Component Load Gate D4 | 5 days | Mon 4/5/21 | Fri 4/9/21 | Ship Component Load Gate D10 | Ship Component Load Gate D10
157 | Ship Component Load Gate D3 | 5 days | Mon 4/5/21 | Fri 4/9/21 | Ship Component Load Gate D10 | Ship Component Load Gate D10
158 | Ship Component Load Gate D2 | 5 days | Mon 4/5/21 | Fri 4/9/21 | Ship Component Load Gate D10 | Ship Component Load Gate D10
159 | Ship Component Load Gate D1 | 5 days | Mon 4/5/21 | Fri 4/9/21 | Ship Component Load Gate D10 | Ship Component Load Gate D10

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**Date:** Mon 6/1/20
<table>
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<th>Task Name</th>
<th>Duration</th>
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<th>Finish</th>
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<tbody>
<tr>
<td>Install Mechanical</td>
<td>5 days</td>
<td>Tue 4/13/21</td>
<td>Mon 4/18/21</td>
</tr>
<tr>
<td>Install Electrical</td>
<td>5 days</td>
<td>Tue 4/13/21</td>
<td>Mon 4/20/21</td>
</tr>
<tr>
<td>IOPs Installation</td>
<td>2 days</td>
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<tr>
<td>Striping as Needed</td>
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<td>Wed 4/21/21</td>
<td>Fri 4/23/21</td>
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<tr>
<td>Testing &amp; Commissioning</td>
<td>1 day</td>
<td>Wed 4/21/21</td>
<td>Fri 4/23/21</td>
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<tr>
<td>Substantial Inspection Walk through (Punch list created)</td>
<td>1 day</td>
<td>Wed 4/21/21</td>
<td>Fri 4/23/21</td>
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<tr>
<td>Substantial Completion</td>
<td>0 days</td>
<td>Thu 4/22/21</td>
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<tr>
<td>Punchlist Work</td>
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<tr>
<td>Final Inspection</td>
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<td>Customer Acceptance Gate B1</td>
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**Gate C4**

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<th>Duration</th>
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<tr>
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<td>Fri 4/23/21</td>
<td>Fri 4/23/21</td>
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<tr>
<td>Deliver Equipment Gate C4</td>
<td>1 day</td>
<td>Mon 4/12/21</td>
<td>Mon 4/12/21</td>
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<tr>
<td>Install Rotunda</td>
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<td>Mon 4/12/21</td>
<td>Mon 4/12/21</td>
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<tr>
<td>Pin the PBB</td>
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<td>Mon 4/12/21</td>
</tr>
<tr>
<td>Install Mechanical</td>
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<td>Mon 4/12/21</td>
</tr>
<tr>
<td>Install Electrical</td>
<td>5 days</td>
<td>Mon 4/12/21</td>
<td>Mon 4/12/21</td>
</tr>
<tr>
<td>IOPs Installation</td>
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<td>Testing &amp; Commissioning</td>
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**Gate D1**

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<td>Mon 5/3/21</td>
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<td>Deliver Equipment Gate D1</td>
<td>1 day</td>
<td>Fri 5/7/21</td>
<td>Fri 5/7/21</td>
</tr>
<tr>
<td>Install Rotunda</td>
<td>1 day</td>
<td>Fri 5/7/21</td>
<td>Fri 5/7/21</td>
</tr>
<tr>
<td>Pin the PBB</td>
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<td>Fri 5/7/21</td>
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<tr>
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<td>Fri 5/14/21</td>
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<tr>
<td>Install Electrical</td>
<td>5 days</td>
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<td>Fri 5/14/21</td>
</tr>
<tr>
<td>IOPs Installation</td>
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<td>Testing &amp; Commissioning</td>
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**Gate B5**

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**Task Details**

- Install Mechanical
- Install Electrical
- IOPs Installation
- Striping as Needed
- Testing & Commissioning
- Substantial Inspection Walk through (Punch list created)
- Substantial Completion
- Punchlist Work
- Punchlist Work complete
- Final Inspection
- Customer Acceptance Gate B1
- Customer Acceptance Gate C4
- Gate D1
- Gate C4
- Gate B5
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### Southwest Florida International Airport
### Passenger Boarding Bridge (PBB) Replacement Project
### Fort Myers, Florida

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**Date:** Mon 6/1/21

**Summary:**

- **Install Rotunda**
- **Pin the PBB**
- **Install Mechanical**
- **Install Electrical**
- **IOPs Installation**
- **Stripping as Needed**
- **Testing & Commissioning**
- **Substantial Inspection Walk Through**
- **Substantial Completion**
- **Punchlist Work**
- **Customer Acceptance**
### Southwest Florida International Airport
#### Passenger Boarding Bridge (PBB) Replacement Project
Fort Myers, Florida

**Project Bid Schedule**

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<td>Thu 12/21</td>
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**Gate B2**

- Take Down/Remove Existing Equipment: 16 days (Wed 7/14/21 to Tue 8/3/21)
- Deliver Equipment Gate B2: 1 day (Fri 7/16/21)
- Install Rotunda: 1 day (Fri 7/16/21)
- Pin the PBB: 1 day (Fri 7/16/21)
- Install Mechanical: 4 days (Mon 7/19/21 to Thu 22/21)
- Install Electrical: 4 days (Fri 7/23/21 to Thu 7/30/21)
- IOPs Installation: 2 days (Thu 7/28/21 to Fri 7/30/21)
- Stripping as Needed: 1 day (Thu 7/28/21)
- Testing & Commissioning: 1 day (Fri 7/30/21)
- Substantial Inspection Walk through (Punch list created): 1 day (Mon 8/2/21)
- Substantial Completion: 0 days
- Punchlist Work: 1 day (Mon 8/2/21)
- Punchlist Work complete: 0 days
- Final Inspection: 1 day (Tue 8/3/21)
- Customer Acceptance Gate D6: 0 days

**Gate C7**

- Take Down/Remove Existing Equipment: 16 days (Wed 7/14/21 to Tue 8/3/21)
- Deliver Equipment Gate C7: 1 day (Fri 7/16/21)
- Install Rotunda: 1 day (Fri 7/16/21)
- Pin the PBB: 1 day (Fri 7/16/21)
- Install Mechanical: 4 days (Mon 7/19/21 to Thu 22/21)
- Install Electrical: 4 days (Fri 7/23/21 to Thu 7/30/21)
- IOPs Installation: 2 days (Thu 7/28/21 to Fri 7/30/21)
- Stripping as Needed: 1 day (Thu 7/28/21)
- Testing & Commissioning: 1 day (Fri 7/30/21)
- Substantial Inspection Walk through (Punch list created): 1 day (Mon 8/2/21)
- Substantial Completion: 0 days
- Punchlist Work: 1 day (Mon 8/2/21)
- Punchlist Work complete: 0 days
- Final Inspection: 1 day (Tue 8/3/21)
- Customer Acceptance Gate C7: 0 days

**Gate D7**

- Take Down/Remove Existing Equipment: 18 days (Mon 6/21/21 to Wed 8/24/21)
- Deliver Equipment Gate D7: 1 day (Fri 7/16/21)
- Install Rotunda: 1 day (Fri 7/16/21)
- Pin the PBB: 1 day (Fri 7/16/21)
- Install Mechanical: 4 days (Mon 7/19/21 to Thu 22/21)
- Install Electrical: 4 days (Fri 7/23/21 to Thu 7/30/21)
- IOPs Installation: 2 days (Thu 7/28/21 to Fri 7/30/21)
- Stripping as Needed: 1 day (Thu 7/28/21)
- Testing & Commissioning: 1 day (Fri 7/30/21)
- Substantial Inspection Walk through (Punch list created): 1 day (Mon 8/2/21)
- Substantial Completion: 0 days
- Punchlist Work: 1 day (Mon 8/2/21)
- Punchlist Work complete: 0 days
- Final Inspection: 1 day (Tue 8/3/21)
- Customer Acceptance Gate C7: 0 days
### Project Bid Schedule

**Southwest Florida International Airport**  
**Passenger Boarding Bridge (PBB) Replacement Project**  
**Fort Myers, Florida**

#### Task Details

<table>
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#### Gate E9

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*Date: Mon 8/1/21*
O^T
ID

Passenger Boarding Bridge (PBB) Replacement Project
Fort Myers, Florida

Task Name

Dutallnn

1 day
1 day

'183

Striping as Needed
48']
Testing & Connmissioning
495
Substantial Inspection Walk through (Punch list created)
496
Substantial Completion
W7
Punchlist Work
49B
Punchlist Work complete
499
Final Inspection
SBC i Customer Acceptance Gate D8
s°i I Gate B7

1 day
0 days
1 day
0 days

1 day
0 days

16 days
2 days
1 day

so2 | Take Down/Remove Existing Equipmerit
503
Deliver Equipment Gate B7
E04
Install Rotunda
505
Pin the PBB
SOB
Install Mechanical
607
Install Etectricat
506
lOPs Installation
509
Striping as Needed
S1D
Testing & Commissioning
S11' I Substantial Inspection Walk through (Punch list created)
si2 | Substantial Completion
S13
Punchlist Work
514
Punchlist Work complete
515
Final Inspection
516
Customer Acceptance Gate B7
517 Gats C8
51S
Take Down/Remove Existing Equipment
519
Deliver Equipment Gate CB
520
Install Rotunda
521
Pin the PBB
S22
Install Mechanical
523
Install Electricai
524 | jops Installation
525
Striping as Needed
526
Testing & Commissioning
SZ7
Substantial Inspection Walk through (Punch list created)
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Substantial Completion
529
Punchlist Work
530
Punch list Work complete
531
Final Inspection
532
Customer Acceptance Gate CB
533 Gate D4
534 j Take Down/Remove Existing Equipment
53S | Deliver Equipment Gate D4
538 | install Rotunda
537
Pin the PBB
53B
Install Mechanical
S39
Ins tail Electrical
540
iOPs Installation
Striping as Needed
542
Testing & Commissioning
S43
Substantial Inspection Walk through (Punch list created)
544
SubstantialCompletion
545
Pun eh list Work
S46 | Punchlisf Work complete
s47 | Final Inspection

1 day
1 day
4 days
4 days
2 days
1 day
1 day
1 day

0 days
1 day
0 days
1 day
0 days
16 days
2 days

1 day
1 day
1 day
4 days
4 days
2 days
1 day

1 day
1 day
0 days
1 day
0 days

1 day
0 days
18 days
2 days

1 day
1 day
1 day

4 days
4 days
2 days

w

Date. Mon B/1/20

Project Bid Schedule

Southwest Florida International Airport

Task ^^^^^^— Milesto ne

1 day

1 day
1 day
0 days
1 day
0 days
1 day
•

i Start

Tue 9/14/21
Wed 9/15/21

Thu 9/16/21
Thu 9/16/21
Thu 9/16/21

_S_ep ',_0ct I Nov ; Dec

Mon 8/30/21
Tue 8/31/21
Tue 8/31/21

Wed 9/1/21
Wed 9/8/21
Tue 9/14/21
Tue 9/14/21

Wed S/15/21
Thu 9/16/21
Thu 9/16/21
Thu 9/16/21
Thu 9/16/21
Fri 9/17/21
Fri 9/17/21
Frl 8/27/21
FriS/27/21
Tue 8/31/21

Thu 9/16/21
Thu 9/16/21
Fri 8/17/21
Fn 9/17/21

Th u S/16/21
Thu 9/16/21
Thu 9/23/21
Thu 9/23/21
Thu 9/23/21
Fri 9/24/21
Thu 9/30/21
Wed 10/6/21

Wed 10/6/21
Thu 10/7/21
Fri 10/8/21
Fri 10/8/21
Fri10/S/21
Fri 10/8/21
Mon 10/11/21

1

Dellve[

Equipment

Gate

B7

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' Install Rotunda
' Pin the PBB
• Install Mechanical :
• Install Eleclrica!

Wed 9/15/21

• iops Installation ;

Tue 9/14/21

I

Striping

as

Needed

;

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complete

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&

Wed 9/15/21

• Sutostanli.il Inspection Walk Ihrough (Punch list created)

Thu S/16/21

Thu 9/16/21

• Substantial Corn pie tion

Ttlu 9/16/21

' PunchlistWork

Thu 9/16/21
Fri 9/17/21
Fri 9/17/21
Fri 8/17/21

•

PunchlislWorh

1 Final Inspection
• Customer Acceptance Gale B7
Gale OB ;

Man 8/30/21
Tue 8/31/21

Men 8/13/21 |
Wed 9/15/21 I
Tue 9/14/21 |
Wed 9/15/21
Thu 9/16/21

ThLl 9/16/21

Gate B7
• Takn DownfRemove Exis.ling Equipmenl

Tue 8/31/21
Tue 9/7/21

Wed 9/3/21
Tue 9/14/21
Tue 9/14/21
Thu 9/16/21

1 Final [nspeclion ;
• Customer Acceptance Gate GB :

Mon 9/13/21

Tue 6/31/21
TueB/31/21

Wed 9/15/21

' Punchlist Work :
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Fri 9/17/21
Fri 9/17/21
Fri 8/17/21

Tue 8/31/21
TueG/31/21

Wed 9/1,21

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Thu 9/16/21

Fri 8/27/21

Tue 8/31/21

' Bubsfanfial Inspection Walk throush (Punch list cfeated)

Thu 9/16/21
Thu 9/16/21

2022

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Tue 8/31/21
Tue B/31/21

3B;1

Finish

Tue 9/14/21

• Take D&wnfRemovc Existing equipment
' Deliver Equipment Gate pa
' Install Rolunda
' Pin the PBB '
• Install Mechanical

Tue 9/7/21

• Install Electrical
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Installation
Needed

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Thu 9/16/21
Thu 9/16/21

' PunchlisfWork :
• punchlist Work complete
1 Final Inspection :

Fri 9/17/21

Fri 9/17/21

• Customer Acceptance Gate CS
Gale 04

Man 10/11/21 i

Fri 9/17/21

" Take Down/Removc Enisling Equipment

Thu 9/23/21

1 Deliver Equipment Sate D4

Thu 9/23/21 E
Thu 9/23/21
Wed 9/29/21

1 Install Rolunda :
1 Pin the PBB
• Install Mechanical.
- Install Electrical

Tue 10/5/21

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1 Suhsumtial Inspection Walk through (Punch iist craatrd)
• Substantial Completion
1 Punch list Work
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Man 10/11/21

Summajy

10 of 12

PunchlistWorkcomplete

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**Summary**

- Customer Acceptance Gate D4
- Take Down/Remove Existing Equipment
- Deliver Equipment Gate B8
- Pin the PBB
- Install Mechanical
- Install Electrical
- Complete Punchlist Work
- Final Inspection

**Project: Passenger Boarding Bridge (PBB) Replacement Project**

**Location:** Southwest Florida International Airport

**Dates:**
- Start: Mon 10/11/21
- Finish: Mon 10/11/21

**Milestones:**
- Substantial Completion
- Punchlist Work complete
- Final Inspection

**Note:**
- The schedule includes dates for each task, with some tasks starting on specific days and others completing on different days.

**Contact:**
- For more information, contact the project team at [contact information].
Southwest Florida International Airport
Passenger Boarding Bridge (PBB) Replacement Project
Fort Myers, Florida

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Jetway® Glass & Steel Truss Passenger Boarding Bridges

JBT - FOR THE PERFECT TURN
## General Arrangements

The JBT® Glass and Steel Truss Apron Drive Bridges are designed to extend from an elevated terminal departure lounge doorway to the aircraft boarding door enabling passengers to walk between the two protected from atmospheric conditions, aircraft engine blast, and blown dust.

The Apron Drive Bridge consists of the following (in order progressing from the terminal towards the aircraft):

- A. Rotunda and Corridor
- B. Tunnel Sections
- C. Drive Column
- D. Service Door, Landing, and Stairs
- E. Cab Bubble, Cab, and Aircraft Closure

### Models

JBT® offers a number of Glass and Steel Truss Apron Drive Bridge models. Models can be grouped into two categories:

- A. Two-Tunnel
- B. Three-Tunnel

Bridge models can dock to any commercial jet aircraft in operation today. The elevation of the rotunda (to match the height of the terminal departure doorway) and other factors affect the ability of one bridge model to appropriately serve a desired aircraft mix. For this reason, we suggest you discuss this with your JBT® Representative.

Bridge models are determined by the measured length of the bridge from the center of the rotunda to the end of the cab spacer at full retraction and full extension. The AT2 46/65 model, for example, is a two tunnel Apron Drive measuring 46 feet at full retraction and 65 feet at full extension.

### Two-Tunnel Models:

<table>
<thead>
<tr>
<th>Model</th>
<th>Fully Extended</th>
<th>Fully Retracted</th>
<th>Travel</th>
<th>Operational Extension*</th>
<th>Operational Retraction*</th>
</tr>
</thead>
<tbody>
<tr>
<td>AT2 41/55</td>
<td>55.000' (16.764m)</td>
<td>40.10' (12.224m)</td>
<td>14.496' (4.418m)</td>
<td>40.236' (12.624m)</td>
<td>32.032' (9.846m)</td>
</tr>
<tr>
<td>AT2 46/65</td>
<td>65.000' (19.812m)</td>
<td>45.10' (13.749m)</td>
<td>19.496' (5.942m)</td>
<td>50.236' (15.132m)</td>
<td>37.032' (11.370m)</td>
</tr>
<tr>
<td>AT2 51/75</td>
<td>75.000' (23.962m)</td>
<td>50.10' (15.272m)</td>
<td>24.496' (7.467m)</td>
<td>60.236' (18.360m)</td>
<td>42.032' (12.894m)</td>
</tr>
<tr>
<td>AT2 56/85</td>
<td>85.000' (25.908m)</td>
<td>55.10' (16.796m)</td>
<td>29.496' (8.990m)</td>
<td>70.236' (21.408m)</td>
<td>47.032' (14.418m)</td>
</tr>
<tr>
<td>AT2 61/95</td>
<td>95.000' (28.956m)</td>
<td>60.10' (18.320m)</td>
<td>34.496' (10.514m)</td>
<td>80.236' (24.456m)</td>
<td>52.032' (15.942m)</td>
</tr>
<tr>
<td>AT2 66/105</td>
<td>105.000' (32.004m)</td>
<td>65.10' (19.544m)</td>
<td>39.496' (12.038m)</td>
<td>90.236' (27.504m)</td>
<td>57.032' (17.466m)</td>
</tr>
<tr>
<td>AT2 72/116</td>
<td>116.000' (35.357m)</td>
<td>70.10' (21.673m)</td>
<td>44.496' (13.562m)</td>
<td>101.236' (30.857m)</td>
<td>63.032' (19.294m)</td>
</tr>
<tr>
<td>AT2 77/126</td>
<td>126.000' (38.405m)</td>
<td>75.10' (22.937m)</td>
<td>49.496' (15.086m)</td>
<td>111.236' (33.905m)</td>
<td>68.032' (20.818m)</td>
</tr>
<tr>
<td>AT2 82/136</td>
<td>136.000' (41.453m)</td>
<td>80.10' (24.721m)</td>
<td>54.496' (16.610m)</td>
<td>121.236' (36.533m)</td>
<td>73.032' (22.342m)</td>
</tr>
<tr>
<td>AT2 88/147</td>
<td>147.000' (44.806m)</td>
<td>85.10' (26.549m)</td>
<td>59.496' (18.134m)</td>
<td>132.236' (40.306m)</td>
<td>79.032' (24.171m)</td>
</tr>
</tbody>
</table>

### Three-Tunnel Models:

<table>
<thead>
<tr>
<th>Model</th>
<th>Fully Extended</th>
<th>Fully Retracted</th>
<th>Travel</th>
<th>Operational Extension*</th>
<th>Operational Retraction*</th>
</tr>
</thead>
<tbody>
<tr>
<td>AT3 42/70</td>
<td>70.629' (21.528m)</td>
<td>41.015' (12.501m)</td>
<td>28.614' (8.722m)</td>
<td>55.766' (16.997m)</td>
<td>33.713' (10.276m)</td>
</tr>
<tr>
<td>AT3 47/85</td>
<td>85.629' (26.100m)</td>
<td>46.015' (14.025m)</td>
<td>38.614' (11.770m)</td>
<td>70.766' (21.569m)</td>
<td>38.713' (11.800m)</td>
</tr>
<tr>
<td>AT3 52/100</td>
<td>100.629' (30.672m)</td>
<td>51.015' (15.594m)</td>
<td>48.614' (14.813m)</td>
<td>85.766' (26.141m)</td>
<td>43.713' (13.324m)</td>
</tr>
<tr>
<td>AT3 58/116</td>
<td>116.629' (35.569m)</td>
<td>57.015' (17.378m)</td>
<td>58.614' (17.866m)</td>
<td>101.766' (31.018m)</td>
<td>49.713' (15.152m)</td>
</tr>
<tr>
<td>AT3 61/127</td>
<td>127.129' (38.749m)</td>
<td>60.515' (18.445m)</td>
<td>65.614' (19.999m)</td>
<td>112.266' (34.219m)</td>
<td>53.213' (16.219m)</td>
</tr>
<tr>
<td>AT3 65/133</td>
<td>133.629' (40.730m)</td>
<td>64.015' (19.512m)</td>
<td>75.614' (23.047m)</td>
<td>129.266' (39.400m)</td>
<td>56.713' (18.353m)</td>
</tr>
<tr>
<td>AT3 68/144</td>
<td>144.129' (43.931m)</td>
<td>67.515' (20.579m)</td>
<td>84.614' (25.971m)</td>
<td>146.266' (43.620m)</td>
<td>60.213' (18.921m)</td>
</tr>
<tr>
<td>AT3 72/150</td>
<td>150.629' (45.912m)</td>
<td>71.015' (21.645m)</td>
<td>93.614' (28.362m)</td>
<td>163.266' (49.381m)</td>
<td>63.713' (19.420m)</td>
</tr>
</tbody>
</table>

*Dimensions are measured from the center of the rotunda to the center of the cab pivot.

### Environmental Characteristics

Bridge operations at temperatures from -40°F (-40°C) to 125°F (52°C) (May require selection of certain optional equipment.)
**Interior Finish Characteristics (Standard)**

Wall: Laminated phenolic plastic panels — 5’0” (1.52m) wide
Ceiling: Aluminum Planks — 0.032” (0.8mm) thick
Tunnel Floors: Carpeted and rubber flooring
Cab Floor: Ribbed Rubber — 0.188” (4.8mm) thick
Sub Floor: Marine Grade Plywood—0.75” (19mm) thick
Insulation: 1” (25mm) fiberglass above the ceiling (additional insulation available)

**Interior Finish Options**
- Steel Subfloors
- Aluminum Cab Floor
- Full Insulation R-14
- Floor Coverings

**Exterior Finish Options**
- Steel Panels
- Aluminum Panels
- Glass
- Galvannealed Panels
- 3 coat zinc prime system

**Painting**

Base: One coat, Sherwin Williams High Build Epoxy Primer 6 to 10 mils dry film thickness (DFT)
Finish: One coat, Sherwin Williams High Polane Polyurethane topcoat 2 to 3 mils DFT
Minimum total DFT: 8 mils

**Electrical Characteristics/Power Requirements**

Operates on 480VAC, 3-phase, 60Hz, 4 wire, 380VAC, 3-phase, 50Hz, 5 wire, and 600VAC, 3-phase, 60Hz, 4 wire. 480VAC and 600VAC transformed down to 240V/120VAC for lighting and control circuits. 380VAC systems use 240VAC for lighting and control circuits.

**Interior Lighting:** 6’ x 4’ Low Profile LED Light.

**Exterior Lighting:** Three floodlights illuminate the apron and wheel boggle areas. A sealed dual fluorescent tube 4’0” fixture illuminates the cab/aircraft interface area.

**Communications**

Quantity of 3, CAT-6, 4-pair, 24 AWG communication cables with one routed to the Phone J-Box located on the left side of the control console and a 12-pair, 22 AWG, twisted, shielded cable, all standard on a JBT® Passenger Boarding Bridge. Other communication cables installed as required.

**Additional Features**
- Touch screen or push button control
- Point N’ Go™ Steering
- PLC Control Based
- Fully welded roof seams
- Open Truss design (No wall board)
- Auto Positioning

**Codes and Standards**

The Glass and Steel Truss Apron Drive Bridge is designed to meet or exceed codes and regulations as adopted by the passenger boarding bridge industry. The JBT® Passenger Boarding Bridges have been ETL & cETL listed by a third party testing facility to meet NFPA 415, ANSI/UL-325, CAN/CSA C22.2 No. 247 and CE.

**Structural**

American Institute of Steel Construction (AISC) and American Welding Society (AWS).

- **Material:**
  - Structural Steel Plate and Shapes: ASTM-A36
  - T-1 Steel: ASTM-A514
  - Hinge Pins: AISI-C1018
  - Steel Tube: ASTM-A500
  - Bolts-Standard: SAE J429, Grade 5
  - Steel Pipe: ASTM-A533 GR.B
  - Bolts-Hi Strength: SAE J429, Grade 8
  - Steel Sheet: ASTM-A1011

**Code Compliance:** SAE, ASME, NFPA, AIA, AWS.
JBT® is the leading provider of solutions to comfortably and safely transfer passengers between terminal building and aircraft.

Each Jetway® Glass and Steel Truss Apron Drive Bridge is customized and manufactured per our customer’s specifications.
AUTHORIZATION TO MARK

This authorizes the application of the Certification Mark(s) shown below to the models described in the Product(s) Covered section when made in accordance with the conditions set forth in the Certification Agreement and Listing Report. This authorization also applies to multiple listee model(s) identified on the correlation page of the Listing Report. This document is the property of Intertek Testing Services and is not transferable. The certification mark(s) may be applied only at the location of the Party Authorized To Apply Mark.

Applicant: John Bean Technologies Corporation
Manufacturer: John Bean Technologies Corporation

Address: 1805 W. 2550 S. Ogden, UT 84401
Address: 3100 S. Pennsylvania Ave. Ogden, UT 84401

Country: USA
Country: USA

Contact: Preston Murray
Contact: Gordon Ferris

Phone: (801) 629-3311
Phone: (801) 629-3311

FAX: (801) 629-3287
FAX: (801) 629-3288

Email: Preston.murray@jbtc.com
Email: Gordon.ferris@jbtc.com

Party Authorized To Apply Mark: Same as Manufacturer
Report Issuing Office: Dallas, TX

Control Number: 70332

Authorized by:

Matthew Snyder, Certification Manager

This document supersedes all previous Authorizations to Mark for the noted Report Number.

Intertek Testing Services NA Inc.
545 East Algonquin Road, Arlington Heights, IL 60005
Telephone 800-345-3851 or 847-439-5667 Fax 312-283-1672

Standard(s):
Door, Drapery, Gate, Louver, And Window Operators And Systems [ANSI/CAN/UL 325:2017 Ed.7]

CSA C22.2#247 Issued: 2014/07/01 Operators and Systems of Doors, Gates, Draperies, and Louvres

Product: Apron-style Passenger Boarding Bridges
Models: A2, A3, AT2, AT3

ATM for Report 524674 Page 1 of 1 ATM Issued: 30-Sep-2019

ED 16.3,15 (20-Apr-17) Mandatory
AUTHORIZATION TO MARK

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Applicant: John Bean Technologies Corporation
Manufacturer: John Bean Technologies Corporation
Address: 3100 Pennsylvania Ave
           Ogden, Utah 84401
Country: USA
Contact: Gordon Ferris
Phone: (801) 629-3287
FAX: (801) 629-3288
Email: gordon.ferris@jbtc.com

Party Authorized To Apply Mark: Same as Manufacturer
Report Issuing Office: Dallas, TX
Control Number: 70332

Authorized by: for Dean Davidson, Certification Manager

Intertek Testing Services NA Inc.
545 East Algonquin Road, Arlington Heights, IL 60005
Telephone 800-345-3851 or 847-439-5667 Fax 312-283-1672

This document supersedes all previous Authorizations to Mark for the noted Report Number.

This Authorization to Mark is for the exclusive use of Intertek's Client and is provided pursuant to the Certification agreement between Intertek and its Client. Intertek's responsibility and liability are limited to the terms and conditions of the agreement. Intertek assumes no liability to any party, other than to the Client in accordance with the agreement, for any loss, expense or damage occasioned by the use of this Authorization to Mark. Only the Client is authorized to permit copying or distribution of this Authorization to Mark and then only in its entirety. Use of Intertek's Certification mark is restricted to the conditions laid out in the agreement and in this Authorization to Mark. Any further use of the Intertek name for the sale or advertisement of the tested material, product or service must first be approved in writing by Intertek. Initial Factory Assessments and Follow up Services are for the purpose of assuring appropriate usage of the Certification mark in accordance with the agreement, they are not for the purposes of production quality control and do not relieve the Client of their obligations in this respect.

Intertek

Standard(s):

Product: Passenger Boarding Walkways
Brand Name: Jetway® and Jetwalk®

Models: J-25-BB (J-XX--YY)
XX- represents centerline length in ft
YY- represents the width and height (alphanumeric code)
This document supersedes all previous Authorizations to Mark for the noted Report Number.

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CSA C22.2#14 Issued: 2013/03/01 Ed: 12 Industrial Control Equipment

Industrial Control Panels For General Use
Industrial Control Panels For Industrial Machinery

Industrial Control Panels
## Load Sheet Information

| LS 5647 | 5/28/20 | AT3 61/127 125R truss/steel clad | RSW (SW FL Int'l, Ft. Myers, FL), Gate B1, B3 |
| LS 5648 | 5/28/20 | AT3 58/116 125R truss/steel clad | RSW (SW FL Int'l, Ft. Myers, FL), Gate B2, B4, B6, B7, B8, B9, C3, C6, C7, C9, D1, D3, D5, D6 |
| LS 5649 | 5/28/20 | AT3 72/150 125R truss/steel clad | RSW (SW FL Int'l, Ft. Myers, FL), Gate B5 |
| LS 5650 | 5/28/20 | AT3 61/127 125R truss/steel clad, JT-41-BB truss/steel w/RTU | RSW (SW FL Int'l, Ft. Myers, FL), Gate C1 |
| LS 5651 | 5/28/20 | AT3 68/144 125R truss/steel clad, JT-41-BB truss/steel w/RTU | RSW (SW FL Int'l, Ft. Myers, FL), Gate C2 |
| LS 5652 | 5/28/20 | AT3 61/127 125R truss/steel clad | RSW (SW FL Int'l, Ft. Myers, FL), Gate C4, C5, D4, D7, D8 |
| LS 5653 | 5/28/20 | AT3 65/133 125R truss/steel clad | RSW (SW FL Int'l, Ft. Myers, FL), Gate C8, D10 |
| LS 5654 | 5/28/20 | AT3 68/144 125R truss/steel clad | RSW (SW FL Int'l, Ft. Myers, FL), Gate D2 |
Model AT3-61/127 Apron Drive

Note: Px, Py, Mx, and My can be either (+) or (-)

Program Revision 1.8

*Jetway Systems makes no representation nor provides any guarantee as to the suitability or conditions of any foundation that is intended to be used to support the passenger boarding bridge(s)*
LOAD ANALYSIS FOR APRON DRIVE
ASSUMPTIONS

<table>
<thead>
<tr>
<th>Description</th>
<th>ASCE 7-10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Code:</td>
<td>Risk Category</td>
</tr>
<tr>
<td></td>
<td>ASCE 7-10</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Wind</th>
</tr>
</thead>
<tbody>
<tr>
<td>Analysis Method</td>
</tr>
<tr>
<td>Exposure Category</td>
</tr>
<tr>
<td>Directionality Factor ($K_d$)</td>
</tr>
<tr>
<td>Topographic Factor ($K_t$)</td>
</tr>
<tr>
<td>Velocity pressure exposure coefficient ($K_v$)</td>
</tr>
<tr>
<td>Wind Pressure (Operational)</td>
</tr>
<tr>
<td>Wind Pressure (Stowed)</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Seismic</th>
</tr>
</thead>
<tbody>
<tr>
<td>Seismic importance factor (le)</td>
</tr>
<tr>
<td>Analysis method</td>
</tr>
<tr>
<td>Sds</td>
</tr>
<tr>
<td>Response modification factor</td>
</tr>
</tbody>
</table>

General Assumptions

1. Wind and seismic forces are applied perpendicular to the walkway.
2. Loads can be positive or negative.
3. The extended condition is when the bridge is operational.
   Higher winds than this and the airport closes and the bridges are retracted and stowed.
   The higher wind load is not applicable when the bridge is in service.
4. PBBs are considered an inverted pendulum structure because more than 50% of the weight of the structure is at the top of the column (ASCE 7-10, Section 11.2).
   Per ASCE 7-10, Table 15.4-2 (page 143), R=2 for inverted pendulum type structures.
LOAD ANALYSIS FOR APRON DRIVE
(SPECIAL LOADS)
MODEL: AT3-61/127

HEIGHT FROM APRON TO ROTUNDA FLOOR (FT) 13.08

<table>
<thead>
<tr>
<th>LOADING CONDITIONS</th>
<th>Pz</th>
<th>Mx</th>
<th>My</th>
<th>Px</th>
<th>Mz</th>
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<tbody>
<tr>
<td>AT ROTUNDA COLUMN BASE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EXTEDNED (OPERATIONAL)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DEAD LOAD (SEE NOTE)</td>
<td>30.0</td>
<td>74.7</td>
<td>65.9</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>FLOOR LOAD (40 PSF)</td>
<td>9.0</td>
<td>30.1</td>
<td>13.9</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>ROOF LOAD (25 PSF)</td>
<td>7.4</td>
<td>25.7</td>
<td>4.8</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>ROOF LOAD/2</td>
<td>3.7</td>
<td>12.8</td>
<td>2.4</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>WIND LOAD (12.5 PSF)</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>5.3</td>
</tr>
<tr>
<td>SEISMIC LOAD (Sds = 0.058)</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.8</td>
</tr>
<tr>
<td>RETRACTED (STOWED)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DEAD LOAD (SEE NOTE)</td>
<td>10.1</td>
<td>-14.9</td>
<td>65.9</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>ROOF LOAD (25 PSF)</td>
<td>-0.2</td>
<td>-8.4</td>
<td>4.8</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>WIND LOAD (46.5 PSF)</td>
<td>0.0</td>
<td>0.0</td>
<td>435.7</td>
<td>2.7</td>
<td>0.0</td>
</tr>
</tbody>
</table>

ASD Load Combinations for Foundation Design per ASCE 7-10
1. D | 30.0 | 74.7 | 65.9 | 0.0  | 0.0   |
2. D + FL | 39.0 | 104.8 | 79.8 | 0.0  | 0.0   |
3. D + RL | 37.4 | 100.4 | 70.7 | 0.0  | 0.0   |
4. D + 0.75FL + 0.75RL | 42.3 | 116.5 | 79.9 | 0.0  | 0.0   |
5a. D + 0.6W | 30.0 | 74.7 | 327.3 | 3.2  | 0.0   |
5b. D + 0.75L | 30.0 | 74.7 | 100.3 | 0.6  | 0.0   |
6a. D + 0.75FL + 0.75*0.6W + 0.75RL | 42.3 | 116.5 | 208.0 | 2.4  | 0.0   |
6b. D + 0.75FL + 0.75*0.75L + 0.75RL | 42.3 | 116.5 | 105.7 | 0.4  | 0.0   |
7. 0.6D + 0.6W | 18.0 | 44.8 | 210.3 | 3.2  | 0.0   |
8. 0.6D + 0.75L | 18.0 | 44.8 | 73.9 | 0.6  | 0.0   |

NOTE: Px, Mx AND My CAN BE EITHER (+) OR (-)
NOTE: Additional Dead Loads: A Tun = 50 Lbs/ft; B Tun = 50 Lbs/ft; C Tun = 50 Lbs/ft
**HURRICANE TIE DOWN LOAD = 41.1 KIPS - DOUBLE STRAP REQUIRED
**ROTUNDA REQUIRES ROCKET FINS
**MAX TIRE LOAD EXTENDED = 108.8 KIPS
MAX TIRE LOAD RETRACTED = 120.3 KIPS

JOB DESCRIPTION: RSW (SW FL Int'l, Ft. Myers, FL), Gate B1, B3 5/28/2020

CONCENTRATED LOADS

<table>
<thead>
<tr>
<th>LOAD (KIPS)</th>
<th>X FT</th>
<th>Y FT</th>
<th>Z FT</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.80</td>
<td>0.00</td>
<td>-11.50</td>
<td>-3.00</td>
</tr>
<tr>
<td>3.10</td>
<td>0.00</td>
<td>5.00</td>
<td>-3.00</td>
</tr>
<tr>
<td>15.0</td>
<td>-9.00</td>
<td>13.00</td>
<td>0.00</td>
</tr>
<tr>
<td>0.60</td>
<td>4.00</td>
<td>5.00</td>
<td>10.00</td>
</tr>
</tbody>
</table>

90T POU Hobart PCA
180kva Hobart Power Coil
Bag-slide
Cable Hoist
JBT AEROTECH - JETWAY SYSTEMS
FOUNDATION LOADS FOR PASSENGER BOARDING BRIDGE
By: SKL 5/28/2020  JOB: RSW, Gate B2, B4, B6, B7, B8, B9, C3, C6,  RQ: 3757  LS#: 5648  1 of 3
C7, C9, D1, D3, D5, D6
Model AT3-58/116 Apron Drive

Note: Px, Py, Mx, and My can be either (+) or (-)
Program Revision 1.8

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<th>ASCE 7-10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Risk Category</td>
<td>II</td>
</tr>
</tbody>
</table>

### Wind

<table>
<thead>
<tr>
<th>Analysis Method</th>
<th>Velocity pressure per 27.3.2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exposure Category</td>
<td>C</td>
</tr>
<tr>
<td>Directionality Factor ((K_d))</td>
<td>0.85</td>
</tr>
<tr>
<td>Topographic Factor ((K_t))</td>
<td>1</td>
</tr>
<tr>
<td>Velocity pressure exposure coefficient ((K_v))</td>
<td>0.9</td>
</tr>
<tr>
<td>Wind Pressure (Operational)</td>
<td>12.5 PSF (80 mph)</td>
</tr>
<tr>
<td>Wind Pressure (Stowed)</td>
<td>46.5 PSF (154 mph)</td>
</tr>
</tbody>
</table>

### Seismic

| Seismic importance factor \((I_e)\) | 1 |
| Analysis method                  | Equivalent lateral force \((12.8)\) |
| Sds                               | 0.058 |
| Response modification factor      | 2   |

**General Assumptions**

1. Wind and seismic forces are applied perpendicular to the walkway.

2. Loads can be positive or negative.

3. The extended condition is when the bridge is operational.
   Higher winds than this and the airport closes and the bridges are retracted and stowed. The higher wind load is not applicable when the bridge is in service.

4. PBBs are considered an inverted pendulum structure because more than 50% of the weight of the structure is at the top of the column (ASCE 7-10, Section 11.2).
   Per ASCE 7-10, Table 15.4-2 (page 143), \(R=2\) for inverted pendulum type structures.
LOAD ANALYSIS FOR APRON DRIVE  
(SPECIAL LOADS)  
MODEL: AT3-58/116

HEIGHT FROM APRON TO ROTUNDA FLOOR (FT)  
13.17

LOADING CONDITIONS
AT ROTUNDA COLUMN BASE

<table>
<thead>
<tr>
<th>LOAD (KIPS)</th>
<th>LOAD POINT A</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Pz</td>
</tr>
<tr>
<td></td>
<td>KIPS</td>
</tr>
</tbody>
</table>

EXTENDED (OPERATIONAL)
1. DEAD LOAD (SEE NOTE)  
29.1  
70.5  
65.9  
0.0  
0.0

2. FLOOR LOAD (40 PSF)  
8.6  
28.3  
13.9  
0.0  
0.0

3. ROOF LOAD (25 PSF)  
7.1  
24.2  
4.8  
0.0  
0.0

4. ROOF LOAD/2  
3.5  
12.1  
2.4  
0.0  
0.0

5. WIND LOAD (12.5 PSF)  
0.0  
0.0  
263.1  
5.1  
0.0

6. SEISMIC LOAD (Sds = 0.058)  
0.0  
0.0  
46.2  
0.8  
0.0

RETRACTED (STOWED)
7. DEAD LOAD (SEE NOTE)  
13.6  
0.9  
65.9  
0.0  
0.0

8. ROOF LOAD (25 PSF)  
0.7  
-4.3  
4.8  
0.0  
0.0

9. WIND LOAD (46.5 PSF)  
0.0  
0.0  
420.5  
4.3  
0.0

ASD Load Combinations for Foundation Design per ASCE 7-10

<table>
<thead>
<tr>
<th>COMBINATION</th>
<th>D</th>
<th>D + FL</th>
<th>D + RL</th>
<th>D + 0.75FL + 0.75RL</th>
<th>D + 0.6W</th>
<th>D + 0.75L</th>
<th>D + 0.75FL + 0.75*0.6W + 0.75RL</th>
<th>D + 0.75FL + 0.75*0.75L + 0.75RL</th>
<th>0.6D + 0.6W</th>
<th>0.6D + 0.75L</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>29.1</td>
<td>70.5</td>
<td>65.9</td>
<td>0.0</td>
<td>0.0</td>
<td>37.7</td>
<td>98.8</td>
<td>79.8</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>1. D</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>40.8</td>
<td>109.9</td>
<td>198.3</td>
<td>2.3</td>
<td>0.0</td>
</tr>
</tbody>
</table>

NOTE: Px, Mx AND My CAN BE EITHER (+) OR (-)

NOTE: Additional Dead Loads: A Tun = 50 Lbs/ft; B Tun = 50 Lbs/ft; C Tun = 50 Lbs/ft

**HURRICANE TIE DOWN LOAD = 36.5 KIPS - DOUBLE STRAP REQUIRED**

**ROTUNDA REQUIRES ROCKET FINS**

**MAX TIRE LOAD EXTENDED = 100.7 KIPS**  MAX TIRE LOAD RETRACTED = 107.6 KIPS

JOB DESCRIPTION: RSW, Gate B2, B4, B6, B7, B8, B9, C3, C6, C7, C9, D1, D3, D5, D6  5/28/2020

CONCENTRATED LOADS

<table>
<thead>
<tr>
<th>LOAD (KIPS)</th>
<th>X FT</th>
<th>Y FT</th>
<th>Z FT</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.00</td>
<td>0.00</td>
<td>-11.40</td>
<td>-3.00</td>
</tr>
<tr>
<td>3.10</td>
<td>0.00</td>
<td>5.00</td>
<td>-3.00</td>
</tr>
<tr>
<td>1.50</td>
<td>-9.00</td>
<td>13.00</td>
<td>0.00</td>
</tr>
<tr>
<td>0.60</td>
<td>4.00</td>
<td>5.00</td>
<td>10.00</td>
</tr>
</tbody>
</table>

45TPOU Hobart PCA  90kva Hobart Power Coi!  Bag-sfide  Cable Hoist
Jetway Systems makes no representation nor provides any guarantee as to the suitability or conditions of any foundation that is intended to be used to support the passenger boarding bridge(s).
LOAD ANALYSIS FOR APRON DRIVE

ASSUMPTIONS

<table>
<thead>
<tr>
<th>Description</th>
<th>Code:</th>
<th>ASCE 7-10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Risk Category</td>
<td></td>
<td>II</td>
</tr>
</tbody>
</table>

### Wind

<table>
<thead>
<tr>
<th>Analysis Method</th>
<th>Velocity pressure per 27.3.2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exposure Category</td>
<td>C</td>
</tr>
<tr>
<td>Directionality Factor ((K_d))</td>
<td>0.85</td>
</tr>
<tr>
<td>Topographic Factor ((K_t))</td>
<td>1</td>
</tr>
<tr>
<td>Velocity pressure exposure coefficient ((K_v))</td>
<td>0.9</td>
</tr>
<tr>
<td>Wind Pressure (Operational)</td>
<td>12.5 PSF (80 mph)</td>
</tr>
<tr>
<td>Wind Pressure (Stowed)</td>
<td>46.5 PSF (154 mph)</td>
</tr>
</tbody>
</table>

### Seismic

| Seismic importance factor \((le)\) | 1          |
| Analysis method | Equivalent lateral force (12.8) |
| Sds | 0.058 |
| Response modification factor | 2 |

**General Assumptions**

1. Wind and seismic forces are applied perpendicular to the walkway.

2. Loads can be positive or negative.

3. The extended condition is when the bridge is operational.
   Higher winds than this and the airport closes and the bridges are retracted and stowed.
   The higher wind load is not applicable when the bridge is in service.

4. PBBs are considered an inverted pendulum structure because more than 50% of the weight of the structure is at the top of the column (ASCE 7-10, Section 11.2).
   Per ASCE 7-10, Table 15.4-2 (page 143), R=2 for inverted pendulum type structures.
LOAD ANALYSIS FOR APRON DRIVE
(SPECIAL LOADS)
MODEL: AT3-72/150

HEIGHT FROM APRON TO ROTUNDA FLOOR (FT) 13.09

LOADING CONDITIONS

<table>
<thead>
<tr>
<th>LOAD POINT A</th>
<th>Pz</th>
<th>Mx</th>
<th>My</th>
<th>Px</th>
<th>Mz</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>KIPS</td>
<td>FT-KIPS</td>
<td>FT-KIPS</td>
<td>KIPS</td>
<td>FT-KIPS</td>
</tr>
</tbody>
</table>

EXTENDED (OPERATIONAL)
1. DEAD LOAD (SEE NOTE) 33.4 90.1 65.9 0.0 0.0
2. FLOOR LOAD (40 PSF) 10.2 35.7 13.9 0.0 0.0
3. ROOF LOAD (25 PSF) 8.4 30.2 4.8 0.0 0.0
4. ROOF LOAD/2 4.2 15.1 2.4 0.0 0.0
5. WIND LOAD (12.5 PSF) 0.0 0.0 335.3 6.1 0.0
6. SEISMIC LOAD (Sds = 0.058) 0.0 0.0 559.9 0.9 0.0

RETRACTED (STOWED)
7. DEAD LOAD (SEE NOTE) 9.8 -15.9 65.9 0.0 0.0
8. ROOF LOAD (25 PSF) -0.2 -8.6 4.8 0.0 0.0
9. WIND LOAD (46.5 PSF) 0.0 0.0 496.2 2.7 0.0

ASD Load Combinations for Foundation Design per ASCE 7-10
1. D 33.4 90.1 65.9 0.0 0.0
2. D + FL 43.7 125.9 79.8 0.0 0.0
3. D + RL 41.8 120.3 70.7 0.0 0.0
4. D + 0.75FL + 0.75RL 47.4 139.6 79.9 0.0 0.0
5a. D + 0.6W 33.4 90.1 363.7 3.6 0.0
5b. D + 0.75L 33.4 90.1 105.0 0.6 0.0
6a. D + 0.75FL + 0.75*0.6W + 0.75RL 47.4 139.6 230.8 2.7 0.0
6b. D + 0.75FL + 0.75*0.75L + 0.75RL 47.4 139.6 109.2 0.5 0.0
7. 0.6D + 0.6W 20.0 54.1 240.7 3.6 0.0
8. 0.6D + 0.7L 20.0 54.1 78.7 0.6 0.0

NOTE: Px, Mx AND My CAN BE EITHER (+) OR (-)
NOTE: Additional Dead Loads: A Tun = 50 Lbs/ft; B Tun = 50 Lbs/ft; C Tun = 50 Lbs/ft
**HURRICANE TIE DOWN LOAD = 49.5 KIPS - DOUBLE STRAP REQUIRED
**ROTUNDA REQUIRES ROCKET FINS
** MAX TIRE LOAD EXTENDED = 124.1 KIPS
** MAX TIRE LOAD RETRACTED = 137.3 KIPS

JOB DESCRIPTION: RSW (SW Fl Int'l, Ft. Myers, FL), Gate B5 5/28/2020

CONCENTRATED LOADS

<table>
<thead>
<tr>
<th>LOAD (KIPS)</th>
<th>X FT</th>
<th>Y FT</th>
<th>Z FT</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.80</td>
<td>0.00</td>
<td>-11.50</td>
<td>-3.00</td>
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<tr>
<td>3.10</td>
<td>0.00</td>
<td>5.00</td>
<td>-3.00</td>
</tr>
<tr>
<td>1.50</td>
<td>-9.00</td>
<td>13.00</td>
<td>0.00</td>
</tr>
<tr>
<td>0.60</td>
<td>4.00</td>
<td>5.00</td>
<td>10.00</td>
</tr>
</tbody>
</table>

90T POU Hobart PCA
180kva Hobart Power Coil
Bag-slide
Cable Hoist
Jetway Systems makes no representation nor provides any guarantee as to the suitability or conditions of any foundation that is intended to be used to support the passenger boarding bridge(s).
### LOAD ANALYSIS FOR APRON DRIVE

#### ASSUMPTIONS

<table>
<thead>
<tr>
<th>Description</th>
<th>Code:</th>
<th>ASCE 7-10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Risk Category</td>
<td>Risk Category</td>
<td>II</td>
</tr>
</tbody>
</table>

#### Wind

<table>
<thead>
<tr>
<th>Analysis Method</th>
<th>Velocity pressure per 27.3.2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exposure Category</td>
<td>C</td>
</tr>
<tr>
<td>Directionality Factor ( (K_d) )</td>
<td>0.85</td>
</tr>
<tr>
<td>Topographic Factor ( (K_t) )</td>
<td>1</td>
</tr>
<tr>
<td>Velocity pressure exposure coefficient ( (K_s) )</td>
<td>0.9</td>
</tr>
<tr>
<td>Wind Pressure (Operational)</td>
<td>12.5 PSF (80 mph)</td>
</tr>
<tr>
<td>Wind Pressure (Stowed)</td>
<td>46.5 PSF (154 mph)</td>
</tr>
</tbody>
</table>

#### Seismic

| Seismic importance factor \( (I_e) \) | 1 |
| Analysis method | Equivalent lateral force (12.8) |
| Sds | 0.058 |
| Response modification factor | 2 |

#### General Assumptions

1. Wind and seismic forces are applied perpendicular to the walkway.

2. Loads can be positive or negative.

3. The extended condition is when the bridge is operational.
   Higher winds than this and the airport closes and the bridges are retracted and stowed. The higher wind load is not applicable when the bridge is in service.

4. PBBs are considered an inverted pendulum structure because more than 50% of the weight of the structure is at the top of the column (ASCE 7-10, Section 11.2).
   Per ASCE 7-10, Table 15.4-2 (page 143), \( R=2 \) for inverted pendulum type structures.

RSW (SW FL Int'l, Ft. Myers, FL), Gate C1 Page 2 of 5 5/28/2020
LOAD ANALYSIS FOR APRON DRIVE
(STEEL SIDING (SPECIAL LOADS)
MODEL: AT3-61/127 3 of 5
WITH 41 (FT) WALKWAY (BB)
CASE #1: WALKWAY AND UNIT CENTERLINES PARALLEL

HEIGHT FROM APRON TO ROTUNDA FLOOR (FT) 13.17

LOADING CONDITIONS
AT ROTUNDA COLUMN BASE

<table>
<thead>
<tr>
<th>Loading Condition</th>
<th>Pz</th>
<th>Mx</th>
<th>My</th>
<th>Px</th>
<th>Mz</th>
</tr>
</thead>
<tbody>
<tr>
<td>EXTENDED (OPERATIONAL)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. DEAD LOAD (SEE NOTE)</td>
<td>35.2</td>
<td>43.3</td>
<td>65.9</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>2. FLOOR LOAD (40 PSF)</td>
<td>19.6</td>
<td>-28.8</td>
<td>13.9</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>3. ROOF LOAD (25 PSF)</td>
<td>10.4</td>
<td>9.0</td>
<td>4.8</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>4. ROOF LOAD/2</td>
<td>5.2</td>
<td>4.5</td>
<td>2.4</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>5. WIND LOAD (12.5 PSF)</td>
<td>0.0</td>
<td>0.0</td>
<td>320.0</td>
<td>7.3</td>
<td>11.1</td>
</tr>
<tr>
<td>6. SEISMIC LOAD (Sds = 0.058)</td>
<td>0.0</td>
<td>0.0</td>
<td>51.2</td>
<td>1.0</td>
<td>0.9</td>
</tr>
<tr>
<td>RETRACTED (STOWED)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. DEAD LOAD (SEE NOTE)</td>
<td>14.7</td>
<td>-49.0</td>
<td>65.9</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>8. ROOF LOAD (25 PSF)</td>
<td>2.8</td>
<td>-25.0</td>
<td>4.8</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>9. WIND LOAD (46.5 PSF)</td>
<td>0.0</td>
<td>0.0</td>
<td>567.5</td>
<td>10.1</td>
<td>41.2</td>
</tr>
</tbody>
</table>

ASD Load Combinations for Foundation Design per ASCE 7-10
1. D | 35.2 | 43.3 | 65.9 | 0.0 | 0.0 |
2. D + FL | 54.8 | 14.5 | 79.8 | 0.0 | 0.0 |
3. D + RL | 45.6 | 52.4 | 70.7 | 0.0 | 0.0 |
4. D + 0.75FL + 0.75RL | 57.7 | 28.5 | 79.9 | 0.0 | 0.0 |
5a. D + 0.6W | 35.2 | 43.3 | 406.5 | 6.0 | 24.7 |
5b. D + 0.7SL | 35.2 | 43.3 | 101.8 | 0.7 | 0.6 |
6a. D + 0.75FL + 0.75*0.6W + 0.75RL | 57.7 | 28.5 | 223.9 | 3.3 | 5.0 |
6b. D + 0.75FL + 0.75*0.7SL + 0.75RL | 57.7 | 28.5 | 106.8 | 0.5 | 0.5 |
7. 0.6D + 0.6W | 21.1 | 26.0 | 231.6 | 4.4 | 6.6 |
8. 0.6D + 0.7SL | 21.1 | 26.0 | 75.4 | 0.7 | 0.6 |

NOTE: Px, Mx AND My CAN BE EITHER (+) OR (-)

NOTE: Additional Dead Loads: A Tun = 50 Lbs/ft; B Tun = 50 Lbs/ft; C Tun = 50 Lbs/ft

**HURRICANE TIE DOWN LOAD = 41.1 KIPS - DOUBLE STRAP REQUIRED

**ROTUNDA REQUIRES ROCKET FINS

** MAX TIRE LOAD EXTENDED = 107.2 KIPS  MAX TIRE LOAD RETRACTED = 119.4 KIPS

JOB DESCRIPTION: RSW (SW FL Int'l, Ft. Myers, FL), Gate C1 5/28/2020

CONCENTRATED LOADS

<table>
<thead>
<tr>
<th>Load (Kips)</th>
<th>X FT</th>
<th>Y FT</th>
<th>Z FT</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.00</td>
<td>0.00</td>
<td>-11.40</td>
<td>-3.00</td>
<td>45T POU Hobart PCA</td>
</tr>
<tr>
<td>3.10</td>
<td>0.00</td>
<td>5.00</td>
<td>-3.00</td>
<td>90kva Hobart Power Coil</td>
</tr>
<tr>
<td>1.50</td>
<td>-9.00</td>
<td>13.00</td>
<td>0.00</td>
<td>Bag-slide</td>
</tr>
<tr>
<td>0.60</td>
<td>4.00</td>
<td>5.00</td>
<td>10.00</td>
<td>Cable Hoist</td>
</tr>
</tbody>
</table>
LOAD ANALYSIS FOR APRON DRIVE
(SPECIAL LOADS)
MODEL: AT3-61/127
WITH 41 (FT) WALKWAY (BB)
(COLUMN SUPPORTED)

CASE #2: WALKWAY AND UNIT CENTERLINES PERPENDICULAR

HEIGHT FROM APRON TO ROTUNDA FLOOR (FT)  13.17

<table>
<thead>
<tr>
<th>LOADING CONDITIONS AT ROTUNDA COLUMN BASE</th>
<th>Pz</th>
<th>Mx</th>
<th>My</th>
<th>Px</th>
<th>Mz</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>KIPS</td>
<td>FT-KIPS</td>
<td>FT-KIPS</td>
<td>KIPS</td>
<td>FT-KIPS</td>
</tr>
<tr>
<td>EXTENDED (OPERATIONAL)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. DEAD LOAD (SEE NOTE)</td>
<td>35.2</td>
<td>73.6</td>
<td>96.2</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>2. FLOOR LOAD (40 PSF)</td>
<td>19.6</td>
<td>30.1</td>
<td>72.8</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>3. ROOF LOAD (25 PSF)</td>
<td>10.4</td>
<td>25.7</td>
<td>21.4</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>4. ROOF LOAD/2</td>
<td>5.2</td>
<td>12.8</td>
<td>10.7</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>5. WIND LOAD (12.5 PSF)</td>
<td>0.0</td>
<td>0.0</td>
<td>285.3</td>
<td>5.3</td>
<td>0.0</td>
</tr>
<tr>
<td>6. SEISMIC LOAD (Sds = 0.058)</td>
<td>0.0</td>
<td>0.0</td>
<td>50.6</td>
<td>1.0</td>
<td>0.9</td>
</tr>
<tr>
<td>RETRACTED (STOWED)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. DEAD LOAD (SEE NOTE)</td>
<td>14.7</td>
<td>-18.6</td>
<td>96.2</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>8. ROOF LOAD (25 PSF)</td>
<td>2.8</td>
<td>-8.4</td>
<td>21.4</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>9. WIND LOAD (46.5 PSF)</td>
<td>0.0</td>
<td>0.0</td>
<td>438.5</td>
<td>2.7</td>
<td>0.0</td>
</tr>
</tbody>
</table>

ASD Load Combinations for Foundation Design per ASCE 7-10

| D            | 35.2 | 73.6 | 96.2 | 0.0 | 0.0 |
| D + FL       | 54.8 | 103.7| 169.1| 0.0 | 0.0 |
| D + RL       | 45.6 | 99.3 | 117.7| 0.0 | 0.0 |
| D + 0.75FL + 0.75RL | 57.7 | 115.5| 166.9| 0.0 | 0.0 |
| 5a. D + 0.6W | 35.2 | 73.6 | 359.4| 3.2 | 0.0 |
| 5b. D + 0.7SL| 35.2 | 73.6 | 131.5| 0.7 | 0.6 |
| 6a. D + 0.75FL + 0.75*0.6W + 0.75RL | 57.7 | 115.5| 295.3| 2.4 | 0.0 |
| 6b. D + 0.75FL + 0.75*0.7SL + 0.75RL | 57.7 | 115.5| 193.4| 0.5 | 0.5 |
| 7. 0.6D + 0.6W | 21.1 | 44.2 | 228.9| 3.2 | 0.0 |
| 8. 0.6D + 0.7SL | 21.1 | 44.2 | 93.1 | 0.7 | 0.6 |

NOTE: Px, Mx AND My CAN BE EITHER (+) OR (-)

**ROTUNDA REQUIRES ROCKET FINS

JOB DESCRIPTION: RSW (SW FL Int'l, Ft. Myers, FL), Gate C1
5/28/2020
## WALKWAY DESCRIPTION (BB)

### SPECIAL LOADS - COLUMN SUPPORTED

<table>
<thead>
<tr>
<th>Length of Jetwalk</th>
<th>40.20 FT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Height at Terminal End</td>
<td>13.67 FT</td>
</tr>
<tr>
<td>Height at Aircraft End</td>
<td>13.17 FT</td>
</tr>
<tr>
<td>Terminal End of Walkway to Column D</td>
<td>4.25 FT</td>
</tr>
<tr>
<td>Distance between Column &amp; Haunch Support</td>
<td>34.95 FT</td>
</tr>
</tbody>
</table>

### Loading Conditions

<table>
<thead>
<tr>
<th>Loading Conditions</th>
<th>Pz (Kips)</th>
<th>Px (Kips)</th>
<th>Py (Kips)</th>
<th>My (FT-Kips)</th>
<th>Mx (FT-Kips)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. DL</td>
<td>8.2</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>2. FL (100 PSF)</td>
<td>12.9</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>3. RL (25 PSF)</td>
<td>3.6</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>4. RL/2</td>
<td>1.8</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>5. WL (12.5 PSF Operational)</td>
<td>0.0</td>
<td>2.4</td>
<td>0.0</td>
<td>42.1</td>
<td>0.0</td>
</tr>
<tr>
<td>6. WL (46.5 PSF Stowed)</td>
<td>0.0</td>
<td>9.0</td>
<td>0.0</td>
<td>156.5</td>
<td>0.0</td>
</tr>
<tr>
<td>7. Seismic Load (Sds = 0.058)</td>
<td>0.0</td>
<td>0.2</td>
<td>0.0</td>
<td>3.4</td>
<td>0.0</td>
</tr>
</tbody>
</table>

### ASD Load Combinations for Foundation Design per ASCE 7-10

<table>
<thead>
<tr>
<th>Load Combinations</th>
<th>Pz (Kips)</th>
<th>Px (Kips)</th>
<th>Py (Kips)</th>
<th>My (FT-Kips)</th>
<th>Mx (FT-Kips)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. D</td>
<td>8.2</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>2. D + FL</td>
<td>21.1</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>3. D + RL</td>
<td>11.8</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>4. D + 0.75FL + 0.75RL</td>
<td>20.6</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>5a. D + 0.6W</td>
<td>8.2</td>
<td>5.4</td>
<td>0.0</td>
<td>93.9</td>
<td>0.0</td>
</tr>
<tr>
<td>5b. D + 0.7E</td>
<td>8.2</td>
<td>0.2</td>
<td>0.0</td>
<td>2.4</td>
<td>0.0</td>
</tr>
<tr>
<td>6a. D + 0.75FL + 0.75*0.6W + 0.75RL</td>
<td>20.6</td>
<td>4.0</td>
<td>0.0</td>
<td>70.4</td>
<td>0.0</td>
</tr>
<tr>
<td>6b. D + 0.75FL + 0.75*0.75L + 0.75RL</td>
<td>20.6</td>
<td>1.0</td>
<td>0.0</td>
<td>1.8</td>
<td>0.0</td>
</tr>
<tr>
<td>7. 0.6D + 0.6W</td>
<td>4.9</td>
<td>5.4</td>
<td>0.0</td>
<td>93.9</td>
<td>0.0</td>
</tr>
<tr>
<td>8. 0.6D + 0.7SL</td>
<td>4.9</td>
<td>0.2</td>
<td>0.0</td>
<td>2.4</td>
<td>0.0</td>
</tr>
</tbody>
</table>

**NOTE:** Px, Mx AND My CAN BE EITHER (+) OR (-)

**Anchor Bolt Pattern for Walkway Column is #127 or Equivalent**

**Max Haunch Load = 19 Kips Standard Haunch OK**

**Standard U-Bolt Spacing Inadequate. Spacing Must Be 18.3 Inches**

**Job Description:** RSW (SW FL Int'l, Ft. Myers, FL), Gate C1

5/28/2020
JBT AEROTECH - JETWAY SYSTEMS
FOUNDATION LOADS FOR PASSENGER BOARDING BRIDGE
By: SKL  5/28/2020  JOB: RSW (SW FL Int'l, Ft. Myers, FL), Gate C2  RQ: 3757  LS#: 5651
Model AT3-68/144 With 40.2 (FT) Walkway

Note: Px, Py, Mx, and My can be either (+) or (-)
Program Revision 1.8

**Jetway Systems makes no representation nor provides any guarantee as to the suitability or conditions of any foundation that is intended to be used to support the passenger boarding bridge(s)**
## LOAD ANALYSIS FOR APRON DRIVE

### ASSUMPTIONS

<table>
<thead>
<tr>
<th>Description</th>
<th>ASCE 7-10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Code:</td>
<td></td>
</tr>
<tr>
<td>Risk Category</td>
<td>II</td>
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</tbody>
</table>

### Wind

<table>
<thead>
<tr>
<th>Analysis Method</th>
<th>Exposure Category</th>
<th>Directionality Factor ($K_d$)</th>
<th>Topographic Factor ($K_t$)</th>
<th>Velocity pressure exposure coefficient ($K_e$)</th>
<th>Wind Pressure (Operational)</th>
<th>Wind Pressure (Stowed)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>12.5 PSF (80 mph)</td>
<td>46.5 PSF (154 mph)</td>
</tr>
</tbody>
</table>

### Seismic

<table>
<thead>
<tr>
<th>Seismic importance factor ($I_e$)</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Analysis method</td>
<td>Equivalent lateral force (12.8)</td>
</tr>
<tr>
<td>Sds</td>
<td>0.058</td>
</tr>
<tr>
<td>Response modification factor</td>
<td>2</td>
</tr>
</tbody>
</table>

### General Assumptions

1. Wind and seismic forces are applied perpendicular to the walkway.

2. Loads can be positive or negative.

3. The extended condition is when the bridge is operational.
   - Higher winds than this and the airport closes and the bridges are retracted and stowed.
   - The higher wind load is not applicable when the bridge is in service.

4. PBBs are considered an inverted pendulum structure because more than 50% of the weight of the structure is at the top of the column (ASCE 7-10, Section 11.2).
   - Per ASCE 7-10, Table 15.4-2 (page 143), $R=2$ for inverted pendulum type structures.
LOAD ANALYSIS FOR APRON DRIVE
(SPECIAL LOADS)
MODEL: AT3-68/144
WITH 41 (FT) WALKWAY (BB)

HEIGHT FROM APRON TO ROTUNDA FLOOR (FT) 12.54

<table>
<thead>
<tr>
<th>LOADING CONDITIONS AT ROTUNDA COLUMN BASE</th>
<th>LOAD POINT A</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Pz</td>
</tr>
<tr>
<td>EXTENDED (OPERATIONAL)</td>
<td>KIPS</td>
</tr>
<tr>
<td>1. DEAD LOAD (SEE NOTE)</td>
<td>37.2</td>
</tr>
<tr>
<td>2. FLOOR LOAD (40 PSF)</td>
<td>20.4</td>
</tr>
<tr>
<td>3. ROOF LOAD (25 PSF)</td>
<td>11.1</td>
</tr>
<tr>
<td>4. ROOF LOAD/2</td>
<td>5.5</td>
</tr>
<tr>
<td>5. WIND LOAD (12.5 PSF)</td>
<td>0.0</td>
</tr>
<tr>
<td>6. SEISMIC LOAD (Sds = 0.058)</td>
<td>0.0</td>
</tr>
<tr>
<td></td>
<td>Mx</td>
</tr>
<tr>
<td></td>
<td>FT-KIPS</td>
</tr>
<tr>
<td>1. DEAD LOAD (SEE NOTE)</td>
<td>52.7</td>
</tr>
<tr>
<td>2. FLOOR LOAD (40 PSF)</td>
<td>-25.1</td>
</tr>
<tr>
<td>3. ROOF LOAD (25 PSF)</td>
<td>12.0</td>
</tr>
<tr>
<td>4. ROOF LOAD/2</td>
<td>6.0</td>
</tr>
<tr>
<td>5. WIND LOAD (12.5 PSF)</td>
<td>0.0</td>
</tr>
<tr>
<td>6. SEISMIC LOAD (Sds = 0.058)</td>
<td>0.0</td>
</tr>
<tr>
<td></td>
<td>My</td>
</tr>
<tr>
<td></td>
<td>FT-KIPS</td>
</tr>
<tr>
<td>1. DEAD LOAD (SEE NOTE)</td>
<td>65.9</td>
</tr>
<tr>
<td>2. FLOOR LOAD (40 PSF)</td>
<td>13.9</td>
</tr>
<tr>
<td>3. ROOF LOAD (25 PSF)</td>
<td>4.8</td>
</tr>
<tr>
<td>4. ROOF LOAD/2</td>
<td>2.4</td>
</tr>
<tr>
<td>5. WIND LOAD (12.5 PSF)</td>
<td>350.2</td>
</tr>
<tr>
<td>6. SEISMIC LOAD (Sds = 0.058)</td>
<td>54.9</td>
</tr>
<tr>
<td></td>
<td>Px</td>
</tr>
<tr>
<td></td>
<td>KIPS</td>
</tr>
<tr>
<td>1. DEAD LOAD (SEE NOTE)</td>
<td>0.0</td>
</tr>
<tr>
<td>2. FLOOR LOAD (40 PSF)</td>
<td>0.0</td>
</tr>
<tr>
<td>3. ROOF LOAD (25 PSF)</td>
<td>0.0</td>
</tr>
<tr>
<td>4. ROOF LOAD/2</td>
<td>0.0</td>
</tr>
<tr>
<td>5. WIND LOAD (12.5 PSF)</td>
<td>7.8</td>
</tr>
<tr>
<td>6. SEISMIC LOAD (Sds = 0.058)</td>
<td>11.1</td>
</tr>
<tr>
<td></td>
<td>Mz</td>
</tr>
<tr>
<td></td>
<td>FT-KIPS</td>
</tr>
<tr>
<td>1. DEAD LOAD (SEE NOTE)</td>
<td>0.0</td>
</tr>
<tr>
<td>2. FLOOR LOAD (40 PSF)</td>
<td>0.0</td>
</tr>
<tr>
<td>3. ROOF LOAD (25 PSF)</td>
<td>0.0</td>
</tr>
<tr>
<td>4. ROOF LOAD/2</td>
<td>0.0</td>
</tr>
<tr>
<td>5. WIND LOAD (12.5 PSF)</td>
<td>0.0</td>
</tr>
</tbody>
</table>

ASD Load Combinations for Foundation Design per ASCE 7-10
1. D 37.2 52.7 65.9 0.0 0.0
2. D + FL 57.6 27.6 79.8 0.0 0.0
3. D + RL 48.3 64.8 70.7 0.0 0.0
4. D + 0.75FL + 0.75RL 60.8 42.9 79.9 0.0 0.0
5a. D + 0.6W 37.2 52.7 412.5 5.1 24.7
5b. D + 0.7SL 37.2 52.7 104.3 0.7 0.6
6a. D + 0.75FL + 0.75*0.6W + 0.75RL 60.8 42.9 237.5 3.5 5.0
6b. D + 0.75FL + 0.75*0.7SL + 0.75RL 60.8 42.9 108.7 0.5 0.5
7. 0.6D + 0.6W 22.3 31.6 249.7 4.7 6.6
8. 0.6D + 0.7SL 22.3 31.6 78.0 0.7 0.6

NOTE: Px, Mx AND My CAN BE EITHER (+) OR (-)
NOTE: Additional Dead Loads: A Tun = 50 Lbs/ft; B Tun = 50 Lbs/ft; C Tun = 50 Lbs/ft
**HURRICANE TIE DOWN LOAD = 47.8 KIPS - DOUBLE STRAP REQUIRED
**ROTUNDA REQUIRES ROCKET FINS
**MAX TIRE LOAD EXTENDED = 118.1 KIPS MAX TIRE LOAD RETRACTED = 136.1 KIPS

LOAD (KIPS) X FT Y FT Z FT
7.00 0.00 -11.40 -3.00 45T POU Hobart PCA
3.10 0.00 5.00 -3.00 90kva Hobart Power Coil
1.50 -9.00 13.00 0.00 Bag-slide
0.60 4.00 5.00 10.00 Cable Hoist

JOB DESCRIPTION: RSW (SW FL Intl, Ft. Myers, FL), Gate C2 5/28/2020
LOAD ANALYSIS FOR APRON DRIVE
(SPECIAL LOADS)
MODEL: AT3-68/144
WITH 41 (FT) WALKWAY (BB)
COLUMN SUPPORTED

CASE #2: WALKWAY AND UNIT CENTERLINES PERPENDICULAR

HEIGHT FROM APRON TO ROTUNDA FLOOR (FT) 12.54

<table>
<thead>
<tr>
<th>LOADING CONDITIONS AT ROTUNDA COLUMN BASE</th>
<th>Pz (KIPS)</th>
<th>Mx (FT-KIPS)</th>
<th>My (FT-KIPS)</th>
<th>Px (KIPS)</th>
<th>Mz (FT-KIPS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>EXTENDED (OPERATIONAL)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. DEAD LOAD (SEE NOTE)</td>
<td>37.2</td>
<td>83.1</td>
<td>96.2</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>2. FLOOR LOAD (40 PSF)</td>
<td>20.4</td>
<td>33.8</td>
<td>72.8</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>3. ROOF LOAD (25 PSF)</td>
<td>11.1</td>
<td>28.7</td>
<td>21.4</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>4. ROOF LOAD/2</td>
<td>5.5</td>
<td>14.3</td>
<td>10.7</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>5. WIND LOAD (12.5 PSF)</td>
<td>0.0</td>
<td>0.0</td>
<td>316.2</td>
<td>5.8</td>
<td>0.0</td>
</tr>
<tr>
<td>6. SEISMIC LOAD (Sds = 0.058)</td>
<td>0.0</td>
<td>0.0</td>
<td>54.1</td>
<td>1.0</td>
<td>0.9</td>
</tr>
<tr>
<td>RETRACTED (STOWED)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. DEAD LOAD (SEE NOTE)</td>
<td>10.4</td>
<td>-37.7</td>
<td>96.2</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>8. ROOF LOAD (25 PSF)</td>
<td>2.0</td>
<td>-12.3</td>
<td>21.4</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>9. WIND LOAD (46.5 PSF)</td>
<td>0.0</td>
<td>0.0</td>
<td>450.9</td>
<td>1.1</td>
<td>0.0</td>
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ASD Load Combinations for Foundation Design per ASCE 7-10

<table>
<thead>
<tr>
<th>COMBINATION</th>
<th>Pz (KIPS)</th>
<th>Mx (FT-KIPS)</th>
<th>My (FT-KIPS)</th>
<th>Px (KIPS)</th>
<th>Mz (FT-KIPS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. D</td>
<td>37.2</td>
<td>83.1</td>
<td>96.2</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>2. D + FL</td>
<td>57.6</td>
<td>116.9</td>
<td>169.1</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>3. D + RL</td>
<td>48.3</td>
<td>111.7</td>
<td>117.7</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>4. D + 0.75FL + 0.75RL</td>
<td>60.8</td>
<td>129.9</td>
<td>166.9</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>5a. D + 0.6W</td>
<td>37.2</td>
<td>83.1</td>
<td>366.8</td>
<td>3.5</td>
<td>0.0</td>
</tr>
<tr>
<td>5b. D + 0.7SL</td>
<td>37.2</td>
<td>83.1</td>
<td>134.1</td>
<td>0.7</td>
<td>0.6</td>
</tr>
<tr>
<td>6a. D + 0.75FL + 0.75*0.6W + 0.75RL</td>
<td>60.8</td>
<td>129.9</td>
<td>309.2</td>
<td>2.6</td>
<td>0.0</td>
</tr>
<tr>
<td>6b. D + 0.75FL + 0.75*0.7SL + 0.75RL</td>
<td>60.8</td>
<td>129.9</td>
<td>195.3</td>
<td>0.5</td>
<td>0.5</td>
</tr>
<tr>
<td>7. 0.6D + 0.6W</td>
<td>22.3</td>
<td>49.8</td>
<td>247.4</td>
<td>3.5</td>
<td>0.0</td>
</tr>
<tr>
<td>8. 0.6D + 0.7SL</td>
<td>22.3</td>
<td>49.8</td>
<td>95.6</td>
<td>0.7</td>
<td>0.6</td>
</tr>
</tbody>
</table>

NOTE: Px, Mx AND My CAN BE EITHER (+) OR (-)

**ROTUNDA REQUIRES ROCKET FINS**

JOB DESCRIPTION: RSW (SW FL Int'l, Ft. Myers, FL), Gate C2
5/28/2020
### WALKWAY DESCRIPTION (BB)
### SPECIAL LOADS - COLUMN SUPPORTED

<table>
<thead>
<tr>
<th>Dimension</th>
<th>Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>LENGTH OF JETWALK</td>
<td>40.20 FT</td>
</tr>
<tr>
<td>HEIGHT AT TERMINAL END</td>
<td>13.67 FT</td>
</tr>
<tr>
<td>HEIGHT AT AIRCRAFT END</td>
<td>12.54 FT</td>
</tr>
<tr>
<td>TERMINAL END OF WALKWAY TO COLUMN D</td>
<td>4.25 FT</td>
</tr>
<tr>
<td>DISTANCE BETWEEN COLUMN &amp; HAUNCH SUPPORT</td>
<td>34.95 FT</td>
</tr>
</tbody>
</table>

#### Loading Conditions

<table>
<thead>
<tr>
<th>Condition</th>
<th>( P_z )</th>
<th>( P_x )</th>
<th>( P_y )</th>
<th>( M_y )</th>
<th>( M_x )</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. DL</td>
<td>8.2</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>2. FL (100 PSF)</td>
<td>12.9</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>3. RL (25 PSF)</td>
<td>3.6</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>4. RL/2</td>
<td>1.8</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>5. WL (12.5 PSF Operational)</td>
<td>0.0</td>
<td>2.4</td>
<td>0.0</td>
<td>41.3</td>
<td>0.0</td>
</tr>
<tr>
<td>6. WL (46.5 PSF Stowed)</td>
<td>0.0</td>
<td>9.0</td>
<td>0.0</td>
<td>153.7</td>
<td>0.0</td>
</tr>
<tr>
<td>7. SEISMIC LOAD (Sds = 0.058)</td>
<td>0.0</td>
<td>0.2</td>
<td>0.0</td>
<td>3.3</td>
<td>0.0</td>
</tr>
</tbody>
</table>

ASD Load Combinations for Foundation Design per ASCE 7-10

<table>
<thead>
<tr>
<th>Combination</th>
<th>( P_z )</th>
<th>( P_x )</th>
<th>( P_y )</th>
<th>( M_y )</th>
<th>( M_x )</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. D</td>
<td>8.2</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>2. D + FL</td>
<td>21.1</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>3. D + RL</td>
<td>11.8</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>4. D + 0.75FL + 0.75RL</td>
<td>20.6</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>5a. D + 0.6W</td>
<td>8.2</td>
<td>5.4</td>
<td>0.0</td>
<td>92.2</td>
<td>0.0</td>
</tr>
<tr>
<td>5b. D + 0.7E</td>
<td>8.2</td>
<td>0.2</td>
<td>0.0</td>
<td>2.3</td>
<td>0.0</td>
</tr>
<tr>
<td>6a. D + 0.75FL + 0.75*0.6W + 0.75RL</td>
<td>20.6</td>
<td>4.0</td>
<td>0.0</td>
<td>69.2</td>
<td>0.0</td>
</tr>
<tr>
<td>6b. D + 0.75FL + 0.75*0.75L + 0.75RL</td>
<td>20.6</td>
<td>0.1</td>
<td>0.0</td>
<td>1.7</td>
<td>0.0</td>
</tr>
<tr>
<td>7. 0.6D + 0.5W</td>
<td>4.9</td>
<td>5.4</td>
<td>0.0</td>
<td>92.2</td>
<td>0.0</td>
</tr>
<tr>
<td>8. 0.6D + 0.75L</td>
<td>4.9</td>
<td>0.2</td>
<td>0.0</td>
<td>2.3</td>
<td>0.0</td>
</tr>
</tbody>
</table>

**NOTE:** \( P_x, M_x \) AND \( M_y \) CAN BE EITHER (+) OR (-)

ANCHOR BOLT PATTERN FOR WALKWAY COLUMN IS #127 OR EQUIVALENT

**MAX HAUNCH LOAD = 19 KIPS STANDARD HAUNCH OK**

**STANDARD U-BOLT SPACING INADEQUATE. SPACING MUST BE 18.3 INCHES**

**JOB DESCRIPTION:** RSW (SW FL Int'l, Ft. Myers, FL), Gate C2

5/28/2020
Jetway Systems makes no representation nor provides any guarantee as to the suitability or conditions of any foundation that is intended to be used to support the passenger boarding bridge(s)
LOAD ANALYSIS FOR APRON DRIVE
ASSUMPTIONS

<table>
<thead>
<tr>
<th>Description</th>
<th>Code:</th>
<th>ASCE 7-10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Risk Category</td>
<td></td>
<td>II</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Wind</th>
<th>Velocity pressure per 27.3.2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Analysis Method</td>
<td>Exposition Category</td>
</tr>
<tr>
<td>Directionality Factor (K_d)</td>
<td>0.85</td>
</tr>
<tr>
<td>Topographic Factor (K_n)</td>
<td>1</td>
</tr>
<tr>
<td>Velocity pressure exposure coefficient (K_j)</td>
<td>0.9</td>
</tr>
<tr>
<td>Wind Pressure (Operational)</td>
<td>12.5 PSF (80 mph)</td>
</tr>
<tr>
<td>Wind Pressure (Stowed)</td>
<td>46.5 PSF (154 mph)</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Seismic</th>
<th>Equivalent lateral force (12.8)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Seismic importance factor (I_e)</td>
<td>1</td>
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<tr>
<td>Analysis method</td>
<td>Sds</td>
</tr>
<tr>
<td>Sds</td>
<td>0.058</td>
</tr>
<tr>
<td>Response modification factor</td>
<td>2</td>
</tr>
</tbody>
</table>

General Assumptions

1. Wind and seismic forces are applied perpendicular to the walkway.

2. Loads can be positive or negative.

3. The extended condition is when the bridge is operational.
   Higher winds than this and the airport closes and the bridges are retracted and stowed.
   The higher wind load is not applicable when the bridge is in service.

4. PBBs are considered an inverted pendulum structure because more than 50% of the weight of the structure is at the top of the column (ASCE 7-10, Section 11.2).
   Per ASCE 7-10, Table 15.4-2 (page 143), R=2 for inverted pendulum type structures.
LOAD ANALYSIS FOR APRON DRIVE
(SPECIAL LOADS)
MODEL: AT3-68/144
WITH 41 (FT) WALKWAY (BB)
CASE #1: WALKWAY AND UNIT CENTERLINES PARALLEL

HEIGHT FROM APRON TO ROTUNDA FLOOR (FT) 12.54

<table>
<thead>
<tr>
<th>LOADING CONDITIONS</th>
<th>LOAD POINT A</th>
</tr>
</thead>
<tbody>
<tr>
<td>AT ROTUNDA COLUMN BASE</td>
<td>Pz</td>
</tr>
<tr>
<td>EXTENDED (OPERATIONAL)</td>
<td>KIPS</td>
</tr>
<tr>
<td>1. DEAD LOAD (SEE NOTE)</td>
<td>37.2</td>
</tr>
<tr>
<td>2. FLOOR LOAD (40 PSF)</td>
<td>20.4</td>
</tr>
<tr>
<td>3. ROOF LOAD (25 PSF)</td>
<td>11.1</td>
</tr>
<tr>
<td>4. ROOF LOAD/2</td>
<td>5.5</td>
</tr>
<tr>
<td>5. WIND LOAD (12.5 PSF)</td>
<td>0.0</td>
</tr>
<tr>
<td>6. SEISMIC LOAD (Sds = 0.058)</td>
<td>0.0</td>
</tr>
<tr>
<td>RETRACTED (STOWED)</td>
<td></td>
</tr>
<tr>
<td>7. DEAD LOAD (SEE NOTE)</td>
<td>10.4</td>
</tr>
<tr>
<td>8. ROOF LOAD (25 PSF)</td>
<td>2.0</td>
</tr>
<tr>
<td>9. WIND LOAD (46.5 PSF)</td>
<td>0.0</td>
</tr>
</tbody>
</table>

ASD Load Combinations for Foundation Design per ASCE 7-10

1. D | 37.2 | 52.7 | 65.9 | 0.0 | 0.0 |
2. D + FL | 57.6 | 27.6 | 79.8 | 0.0 | 0.0 |
3. D + RL | 48.3 | 64.8 | 70.7 | 0.0 | 0.0 |
4. D + 0.75FL + 0.75RL | 60.8 | 42.9 | 79.9 | 0.0 | 0.0 |
5a. D + 0.6W | 37.2 | 52.7 | 412.5 | 5.1 | 24.7 |
5b. D + 0.7SL | 37.2 | 52.7 | 104.3 | 0.7 | 0.6 |
6a. D + 0.75FL + 0.75*0.6W + 0.75RL | 60.8 | 42.9 | 237.5 | 3.5 | 5.0 |
6b. D + 0.75FL + 0.75*0.7SL + 0.75RL | 60.8 | 42.9 | 108.7 | 0.5 | 0.5 |
7. 0.6D + 0.6W | 22.3 | 31.6 | 249.7 | 4.7 | 6.6 |
8. 0.6D + 0.7SL | 22.3 | 31.6 | 78.0 | 0.7 | 0.6 |

NOTE: Px, Mx AND My CAN BE EITHER (+) OR (-)
NOTE: Additional Dead Loads: A Tun = 50 Lbs/ft; B Tun = 50 Lbs/ft; C Tun = 50 Lbs/ft
**HURRICANE TIE DOWN LOAD = 47.8 KIPS - DOUBLE STRAP REQUIRED
**ROTUNDA REQUIRES ROCKET FINS

** MAX TIRE LOAD EXTENDED = 118.1 KIPS  MAX TIRE LOAD RETRACTED = 136.1 KIPS

JOB DESCRIPTION: RSW (SW FL Int'l, Ft. Myers, FL), Gate C2 5/28/2020

CONCENTRATED LOADS

<table>
<thead>
<tr>
<th>LOAD (KIPS)</th>
<th>X FT</th>
<th>Y FT</th>
<th>Z FT</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.00</td>
<td>0.00</td>
<td>-11.40</td>
<td>-3.00</td>
</tr>
<tr>
<td>3.10</td>
<td>0.00</td>
<td>5.00</td>
<td>-3.00</td>
</tr>
<tr>
<td>1.50</td>
<td>-9.00</td>
<td>13.00</td>
<td>0.00</td>
</tr>
<tr>
<td>0.60</td>
<td>4.00</td>
<td>5.00</td>
<td>10.00</td>
</tr>
</tbody>
</table>

45T POU Hobart PCA
90kva Hobart Power Coil
Bag-slide
Cable Hoist
LOAD ANALYSIS FOR APRON DRIVE (SPECIAL LOADS)
MODEL: AT3-68/144
WITH 41 (FT) WALKWAY (BB) (COLUMN SUPPORTED)

CASE #2: WALKWAY AND UNIT CENTERLINES PERPENDICULAR

HEIGHT FROM APRON TO ROTUNDA FLOOR (FT) 12.54

<table>
<thead>
<tr>
<th>LOADING CONDITIONS</th>
<th>Pz</th>
<th>Mx</th>
<th>My</th>
<th>Px</th>
<th>Mz</th>
</tr>
</thead>
<tbody>
<tr>
<td>AT ROTUNDA COLUMN BASE</td>
<td>KIPS</td>
<td>FT-KIPS</td>
<td>FT-KIPS</td>
<td>KIPS</td>
<td>FT-KIPS</td>
</tr>
<tr>
<td><strong>EXTENDED (OPERATIONAL)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. DEAD LOAD (SEE NOTE)</td>
<td>37.2</td>
<td>83.1</td>
<td>96.2</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>2. FLOOR LOAD (40 PSF)</td>
<td>20.4</td>
<td>33.8</td>
<td>72.8</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>3. ROOF LOAD (25 PSF)</td>
<td>11.1</td>
<td>28.7</td>
<td>21.4</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>4. ROOF LOAD/2</td>
<td>5.5</td>
<td>14.3</td>
<td>10.7</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>5. WIND LOAD (12.5 PSF)</td>
<td>0.0</td>
<td>0.0</td>
<td>316.2</td>
<td>5.8</td>
<td>0.0</td>
</tr>
<tr>
<td>6. SEISMIC LOAD (Sds = 0.058)</td>
<td>0.0</td>
<td>0.0</td>
<td>54.1</td>
<td>1.0</td>
<td>0.9</td>
</tr>
<tr>
<td><strong>RETRACTED (STOWED)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. DEAD LOAD (SEE NOTE)</td>
<td>10.4</td>
<td>-37.7</td>
<td>96.2</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>8. ROOF LOAD (25 PSF)</td>
<td>2.0</td>
<td>-12.3</td>
<td>21.4</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>9. WIND LOAD (46.5 PSF)</td>
<td>0.0</td>
<td>0.0</td>
<td>450.9</td>
<td>1.1</td>
<td>0.0</td>
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ASD Load Combinations for Foundation Design per ASCE 7-10

<table>
<thead>
<tr>
<th></th>
<th>Pz</th>
<th>Mx</th>
<th>My</th>
<th>Px</th>
<th>Mz</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. D</td>
<td>37.2</td>
<td>83.1</td>
<td>96.2</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>2. D + FL</td>
<td>57.6</td>
<td>116.9</td>
<td>169.1</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>3. D + RL</td>
<td>48.3</td>
<td>111.7</td>
<td>117.7</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>4. D + 0.7FL + 0.75RL</td>
<td>60.8</td>
<td>129.9</td>
<td>166.9</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>5a. D + 0.6W</td>
<td>37.2</td>
<td>83.1</td>
<td>366.8</td>
<td>3.5</td>
<td>0.0</td>
</tr>
<tr>
<td>5b. D + 0.7SL</td>
<td>37.2</td>
<td>83.1</td>
<td>134.1</td>
<td>0.7</td>
<td>0.6</td>
</tr>
<tr>
<td>6a. D + 0.75FL + 0.75*0.6W + 0.75RL</td>
<td>60.8</td>
<td>129.9</td>
<td>309.2</td>
<td>2.6</td>
<td>0.0</td>
</tr>
<tr>
<td>6b. D + 0.75FL + 0.75*0.7SL + 0.75RL</td>
<td>60.8</td>
<td>129.9</td>
<td>195.3</td>
<td>0.5</td>
<td>0.5</td>
</tr>
<tr>
<td>7. 0.6D + 0.6W</td>
<td>22.3</td>
<td>49.8</td>
<td>247.4</td>
<td>3.5</td>
<td>0.0</td>
</tr>
<tr>
<td>8. 0.6D + 0.7SL</td>
<td>22.3</td>
<td>49.8</td>
<td>95.6</td>
<td>0.7</td>
<td>0.6</td>
</tr>
</tbody>
</table>

NOTE: Px, Mx AND My CAN BE EITHER (+) OR (-)

**ROTUNDA REQUIRES ROCKET FINS**

JOB DESCRIPTION: RSW (SW FL Int'l, Ft. Myers, FL), Gate C2
5/28/2020
**WALKWAY DESCRIPTION (BB)**

**SPECIAL LOADS - COLUMN SUPPORTED**

LENGTH OF JETWALK: 40.20 FT
HEIGHT AT TERMINAL END: 13.67 FT
HEIGHT AT AIRCRAFT END: 12.54 FT
TERMINAL END OF WALKWAY TO COLUMN D: 4.25 FT
DISTANCE BETWEEN COLUMN & HAUNCH SUPPORT: 34.95 FT

<table>
<thead>
<tr>
<th>LOADING CONDITIONS</th>
<th>( P_x )</th>
<th>( P_y )</th>
<th>( M_y )</th>
<th>( M_x )</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. DL</td>
<td>8.2</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>2. FL (100 PSF)</td>
<td>12.9</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>3. RL (25 PSF)</td>
<td>3.6</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>4. RL/2</td>
<td>1.8</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>5. WL (12.5 PSF Operational)</td>
<td>0.0</td>
<td>2.4</td>
<td>0.0</td>
<td>41.3</td>
</tr>
<tr>
<td>6. WL (46.5 PSF Stowed)</td>
<td>0.0</td>
<td>9.0</td>
<td>0.0</td>
<td>153.7</td>
</tr>
<tr>
<td>7. SEISMIC LOAD (Sds = 0.058)</td>
<td>0.0</td>
<td>0.2</td>
<td>0.0</td>
<td>3.3</td>
</tr>
</tbody>
</table>

**ASD Load Combinations for Foundation Design per ASCE 7-10**

| 1. D              | 8.2  | 0.0  | 0.0  | 0.0  |
| 2. D + FL         | 21.1 | 0.0  | 0.0  | 0.0  |
| 3. D + RL         | 11.8 | 0.0  | 0.0  | 0.0  |
| 4. D + 0.75FL + 0.75RL | 20.6 | 0.0 | 0.0 | 0.0 |
| 5a. D + 0.6W      | 8.2  | 5.4  | 0.0  | 92.2 |
| 5b. D + 0.7E      | 8.2  | 0.2  | 0.0  | 2.3  |
| 6a. D + 0.75FL + 0.75*0.6W + 0.75RL | 20.6 | 4.0 | 0.0 | 69.2 |
| 6b. D + 0.75FL + 0.75*0.75L + 0.75RL | 20.6 | 0.1 | 0.0 | 1.7  |
| 7. 0.6D + 0.6W    | 4.9  | 5.4  | 0.0  | 92.2 |
| 8. 0.6D + 0.7E    | 4.9  | 0.2  | 0.0  | 2.3  |

NOTE: \( P_x \), \( M_x \) AND \( M_y \) CAN BE EITHER \(+\) OR \(-\)

ANCHOR BOLT PATTERN FOR WALKWAY COLUMN IS #127 OR EQUIVALENT
MAX HAUNCH LOAD = 19 KIPS STANDARD HAUNCH OK
** STANDARD U-BOLT SPACING INADEQUATE. SPACING MUST BE 18.3 INCHES

JOB DESCRIPTION: RSW (SW FL Int'l, Ft. Myers, FL), Gate C2
5/28/2020
Note: Px, Py, Mx, and My can be either (+) or (-)

Program Revision 1.8

Jetway Systems makes no representation nor provides any guarantee as to the suitability or conditions of any foundation that is intended to be used to support the passenger boarding bridge(s)
## LOAD ANALYSIS FOR APRON DRIVE
### ASSUMPTIONS

<table>
<thead>
<tr>
<th>Description</th>
<th>ASCE 7-10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Code:</td>
<td></td>
</tr>
<tr>
<td>Risk Category</td>
<td>II</td>
</tr>
</tbody>
</table>

### Wind

<table>
<thead>
<tr>
<th>Analysis Method</th>
<th>Velocity pressure per</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exposure Category</td>
<td></td>
</tr>
<tr>
<td>Directionality Factor ($K_d$)</td>
<td>0.85</td>
</tr>
<tr>
<td>Topographic Factor ($K_{at}$)</td>
<td>1</td>
</tr>
<tr>
<td>Velocity pressure exposure coefficient ($K_v$)</td>
<td>0.9</td>
</tr>
<tr>
<td>Wind Pressure (Operational)</td>
<td>12.5 PSF (80 mph)</td>
</tr>
<tr>
<td>Wind Pressure (Stowed)</td>
<td>46.5 PSF (154 mph)</td>
</tr>
</tbody>
</table>

### Seismic

| Seismic importance factor ($I_e$) | 1             |
| Analysis method | Equivalent lateral force (12.8) |
| $S_{ds}$ | 0.058 |
| Response modification factor | 2            |

### General Assumptions

1. Wind and seismic forces are applied perpendicular to the walkway.

2. Loads can be positive or negative.

3. The extended condition is when the bridge is operational.
   Higher winds than this and the airport closes and the bridges are retracted and stowed.
   The higher wind load is not applicable when the bridge is in service.

4. PBBs are considered an inverted pendulum structure because more than 50% of the weight of the structure is at the top of the column (ASCE 7-10, Section 11.2).
   Per ASCE 7-10, Table 15.4-2 (page 143), $R=2$ for inverted pendulum type structures.
LOAD ANALYSIS FOR APRON DRIVE
(SPECIAL LOADS)
MODEL: AT3-61/127

HEIGHT FROM APRON TO ROTUNDA FLOOR (FT) 13.09

LOADING CONDITIONS
AT ROTUNDA COLUMN BASE

<table>
<thead>
<tr>
<th>EXTENDED (OPERATIONAL)</th>
<th>Pz (KIPS)</th>
<th>Mx (FT-KIPS)</th>
<th>My (FT-KIPS)</th>
<th>Px (KIPS)</th>
<th>Mz (FT-KIPS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. DEAD LOAD (SEE NOTE)</td>
<td>29.7</td>
<td>73.6</td>
<td>65.9</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>2. FLOOR LOAD (40 PSF)</td>
<td>9.0</td>
<td>30.1</td>
<td>13.9</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>3. ROOF LOAD (25 PSF)</td>
<td>7.4</td>
<td>25.7</td>
<td>4.8</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>4. ROOF LOAD/2</td>
<td>3.7</td>
<td>12.8</td>
<td>2.4</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>5. WIND LOAD (12.5 PSF)</td>
<td>0.0</td>
<td>0.0</td>
<td>284.7</td>
<td>5.3</td>
<td>0.0</td>
</tr>
<tr>
<td>6. SEISMIC LOAD (Sds = 0.058)</td>
<td>0.0</td>
<td>0.0</td>
<td>48.4</td>
<td>0.8</td>
<td>0.0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>RETRACTED (STOWED)</th>
<th>Pz (KIPS)</th>
<th>Mx (FT-KIPS)</th>
<th>My (FT-KIPS)</th>
<th>Px (KIPS)</th>
<th>Mz (FT-KIPS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>7. DEAD LOAD (SEE NOTE)</td>
<td>9.2</td>
<td>-18.6</td>
<td>65.9</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>8. ROOF LOAD (25 PSF)</td>
<td>-0.2</td>
<td>-8.4</td>
<td>4.8</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>9. WIND LOAD (46.5 PSF)</td>
<td>0.0</td>
<td>0.0</td>
<td>436.0</td>
<td>2.7</td>
<td>0.0</td>
</tr>
</tbody>
</table>

ASD Load Combinations for Foundation Design per ASCE 7-10

1. D  29.7  73.6  65.9  0.0  0.0
2. D + FL  38.7  103.7  79.8  0.0  0.0
3. D + RL  37.2  99.3  70.7  0.0  0.0
4. D + 0.75FL + 0.75RL  42.0  115.5  79.9  0.0  0.0
5a. D + 0.6W  29.7  73.6  327.5  3.2  0.0
5b. D + 0.75L  29.7  73.6  99.8  0.6  0.0
6a. D + 0.75FL + 0.75*0.6W + 0.75RL  42.0  115.5  208.0  2.4  0.0
6b. D + 0.75FL + 0.75*0.75L + 0.75RL  42.0  115.5  105.3  0.4  0.0
7. 0.6D + 0.5W  17.8  44.2  210.4  3.2  0.0
8. 0.6D + 0.75L  17.8  44.2  73.4  0.6  0.0

NOTE: Px, Mx AND My CAN BE EITHER (+) OR (-)
NOTE: Additional Dead Loads: A Tun = 50 Lbs/ft; B Tun = 50 Lbs/ft; C Tun = 50 Lbs/ft
**HURRICANE TIE DOWN LOAD = 41.1 KIPS - DOUBLE STRAP REQUIRED
**ROTUNDA REQUIRES ROCKET FINS
** MAX TIRE LOAD EXTENDED = 107.2 KIPS MAX TIRE LOAD RETRACTED = 119.4 KIPS

JOB DESCRIPTION: RSW (SW FL Int'l, Ft. Myers, FL), Gate C4, C5, D4, D7, D8  5/28/2020

CONCENTRATED LOADS

<table>
<thead>
<tr>
<th>LOAD (KIPS)</th>
<th>X FT</th>
<th>Y FT</th>
<th>Z FT</th>
<th>LOAD DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.00</td>
<td>0.00</td>
<td>-11.40</td>
<td>-3.00</td>
<td>45T POU Hobart PCA</td>
</tr>
<tr>
<td>3.10</td>
<td>0.00</td>
<td>5.00</td>
<td>-3.00</td>
<td>90kva Hobart Power Coil</td>
</tr>
<tr>
<td>1.50</td>
<td>-9.00</td>
<td>13.00</td>
<td>0.00</td>
<td>Bag-slide</td>
</tr>
<tr>
<td>0.60</td>
<td>4.00</td>
<td>5.00</td>
<td>10.00</td>
<td>Cable Hoist</td>
</tr>
</tbody>
</table>
Note: Px, Py, Mx, and My can be either (+) or (-)
Program Revision 1.8

Jetway Systems makes no representation nor provides any guarantee as to the suitability or conditions of any foundation that is intended to be used to support the passenger boarding bridge(s)
LOAD ANALYSIS FOR APRON DRIVE

ASSUMPTIONS

<table>
<thead>
<tr>
<th>Description</th>
<th>ASCE 7-10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Code:</td>
<td>ASCE 7-10</td>
</tr>
<tr>
<td>Risk Category</td>
<td>II</td>
</tr>
</tbody>
</table>

**Wind**

<table>
<thead>
<tr>
<th>Analysis Method</th>
<th>Velocity pressure per 27.3.2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exposure Category</td>
<td>C</td>
</tr>
<tr>
<td>Directionality Factor ($K_d$)</td>
<td>0.85</td>
</tr>
<tr>
<td>Topographic Factor ($K_{st}$)</td>
<td>1</td>
</tr>
<tr>
<td>Velocity pressure exposure coefficient ($K_v$)</td>
<td>0.9</td>
</tr>
<tr>
<td>Wind Pressure (Operational)</td>
<td>12.5 PSF (80 mph)</td>
</tr>
<tr>
<td>Wind Pressure (Stowed)</td>
<td>46.5 PSF (154 mph)</td>
</tr>
</tbody>
</table>

**Seismic**

| Seismic importance factor ($I_e$) | 1 |
| Analysis method | Equivalent lateral force (12.8) |
| Sds | 0.058 |
| Response modification factor | 2 |

**General Assumptions**

1. Wind and seismic forces are applied perpendicular to the walkway.

2. Loads can be positive or negative.

3. The extended condition is when the bridge is operational.
   Higher winds than this and the airport closes and the bridges are retracted and stowed.
   The higher wind load is not applicable when the bridge is in service.

4. PBBs are considered an inverted pendulum structure because more than 50% of the weight of the structure is at the top of the column (ASCE 7-10, Section 11.2).
   Per ASCE 7-10, Table 15.4-2 (page 143), R=2 for inverted pendulum type structures.
## Load Analysis for Apron Drive
(Special Loads)

**Model:** AT3-65/133

**Height from Apron to Rotunda Floor (ft):** 13.21

### Loading Conditions

**At Rotunda Column Base**

<table>
<thead>
<tr>
<th>Loading Conditions</th>
<th>Pz (kips)</th>
<th>Mx (ft-kips)</th>
<th>My (ft-kips)</th>
<th>Px (kips)</th>
<th>Mz (ft-kips)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Extended (Operational)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Dead Load (See Note)</td>
<td>31.3</td>
<td>80.7</td>
<td>68.3</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>2. Floor Load (40 PSF)</td>
<td>9.4</td>
<td>32.0</td>
<td>13.9</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>3. Roof Load (25 PSF)</td>
<td>7.8</td>
<td>27.2</td>
<td>4.8</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>4. Roof Load/2</td>
<td>3.9</td>
<td>13.6</td>
<td>2.4</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>5. Wind Load (12.5 PSF)</td>
<td>0.0</td>
<td>0.0</td>
<td>299.9</td>
<td>5.6</td>
<td>0.0</td>
</tr>
<tr>
<td>6. Seismic Load (Sds = 0.058)</td>
<td>0.0</td>
<td>0.0</td>
<td>519</td>
<td>0.8</td>
<td>0.0</td>
</tr>
<tr>
<td><strong>Retracted (Stowed)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Dead Load (See Note)</td>
<td>10.5</td>
<td>-13.1</td>
<td>68.3</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>8. Roof Load (25 PSF)</td>
<td>-0.1</td>
<td>-7.9</td>
<td>4.8</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>9. Wind Load (46.5 PSF)</td>
<td>0.0</td>
<td>0.0</td>
<td>457.3</td>
<td>2.9</td>
<td>0.0</td>
</tr>
</tbody>
</table>

**ASD Load Combinations for Foundation Design per ASCE 7-10**

<table>
<thead>
<tr>
<th>Combination</th>
<th>Pz (kips)</th>
<th>Mx (ft-kips)</th>
<th>My (ft-kips)</th>
<th>Px (kips)</th>
<th>Mz (ft-kips)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. D</td>
<td>31.3</td>
<td>80.7</td>
<td>68.3</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>2. D + FL</td>
<td>40.7</td>
<td>112.6</td>
<td>82.2</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>3. D + RL</td>
<td>39.1</td>
<td>107.9</td>
<td>73.1</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>4. D + 0.75FL + 0.75RL</td>
<td>44.2</td>
<td>125.0</td>
<td>82.3</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>5a. D + 0.6W</td>
<td>31.3</td>
<td>80.7</td>
<td>342.7</td>
<td>3.3</td>
<td>0.0</td>
</tr>
<tr>
<td>5b. D + 0.75L</td>
<td>31.3</td>
<td>80.7</td>
<td>104.7</td>
<td>0.6</td>
<td>0.0</td>
</tr>
<tr>
<td>6a. D + 0.75FL + 0.75*0.6W + 0.75RL</td>
<td>44.2</td>
<td>125.0</td>
<td>217.3</td>
<td>2.5</td>
<td>0.0</td>
</tr>
<tr>
<td>6b. D + 0.75FL + 0.75*0.75L + 0.75RL</td>
<td>44.2</td>
<td>125.0</td>
<td>109.6</td>
<td>0.4</td>
<td>0.0</td>
</tr>
<tr>
<td>7. 0.6D + 0.6W</td>
<td>18.8</td>
<td>48.4</td>
<td>220.9</td>
<td>3.3</td>
<td>0.0</td>
</tr>
<tr>
<td>8. 0.6D + 0.75L</td>
<td>18.8</td>
<td>48.4</td>
<td>77.4</td>
<td>0.6</td>
<td>0.0</td>
</tr>
</tbody>
</table>

**Note:** Px, Mx, and My can be either (+) or (-)

**Note:** Additional Dead Loads: A Tun = 50 lbs/ft; B Tun = 50 lbs/ft; C Tun = 50 lbs/ft

**Hurricane Tie Down Load = 43 kips - Double Strap Required**

**Rotunda Requires Rocket Fins**

**Max Tire Load Extended = 113.9 kips**

**Max Tire Load Retracted = 125.4 kips**

**Job Description:** RSW (SW FL Int'l, Ft. Myers, FL), Gate C3, D10 5/28/2020

## Concentrated Loads

<table>
<thead>
<tr>
<th>Load (kips)</th>
<th>X FT</th>
<th>Y FT</th>
<th>Z FT</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.80</td>
<td>0.00</td>
<td>-11.50</td>
<td>-3.00</td>
</tr>
<tr>
<td>3.10</td>
<td>0.00</td>
<td>5.00</td>
<td>-3.00</td>
</tr>
<tr>
<td>1.50</td>
<td>-9.00</td>
<td>13.00</td>
<td>0.00</td>
</tr>
<tr>
<td>1.20</td>
<td>4.00</td>
<td>5.00</td>
<td>10.00</td>
</tr>
</tbody>
</table>

- 90T POU Hobart PCA
- 180kva Hobart Power Coil
- Bag-slide
- Cable Hoist
JBT AEROTECH - JETWAY SYSTEMS
FOUNDATION LOADS FOR PASSENGER BOARDING BRIDGE
By: SKL 5/28/2020 JOB: RSW (SW FL Int'l, Ft. Myers, FL), Gate D2 RQ: 3757 LS#: 5654 1 of 3
Model AT3-68/144 Apron Drive

Note: Px, Py, Mx, and My can be either (+) or (-)
Program Revision 1.8

Jetway Systems makes no representation nor provides any guarantee as to the suitability or conditions of any foundation that is intended to be used to support the passenger boarding bridge(s)
# LOAD ANALYSIS FOR APRON DRIVE

## ASSUMPTIONS

<table>
<thead>
<tr>
<th>Description</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Code:</strong></td>
<td>ASCE 7-10</td>
</tr>
<tr>
<td><strong>Risk Category</strong></td>
<td>II</td>
</tr>
</tbody>
</table>

### Wind

<table>
<thead>
<tr>
<th>Analysis Method</th>
<th>Velocity pressure per 27.3.2</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Exposure Category</strong></td>
<td>C</td>
</tr>
<tr>
<td><strong>Directionality Factor (K_d)</strong></td>
<td>0.85</td>
</tr>
<tr>
<td><strong>Topographic Factor (K_m)</strong></td>
<td>1</td>
</tr>
<tr>
<td><strong>Velocity pressure exposure coefficient (K_v)</strong></td>
<td>0.9</td>
</tr>
<tr>
<td><strong>Wind Pressure (Operational)</strong></td>
<td>12.5 PSF (80 mph)</td>
</tr>
<tr>
<td><strong>Wind Pressure (Stowed)</strong></td>
<td>46.5 PSF (154 mph)</td>
</tr>
</tbody>
</table>

### Seismic

| Seismic importance factor (I_e) | 1 |
| Analysis method | Equivalent lateral force (12.8) |
| Sds | 0.058 |
| Response modification factor | 2 |

### General Assumptions

1. Wind and seismic forces are applied perpendicular to the walkway.

2. Loads can be positive or negative.

3. The extended condition is when the bridge is operational.
   Higher winds than this and the airport closes and the bridges are retracted and stowed.
   The higher wind load is not applicable when the bridge is in service.

4. PBBs are considered an inverted pendulum structure because more than 50% of the weight of the structure is at the top of the column (ASCE 7-10, Section 11.2). Per ASCE 7-10, Table 15.4-2 (page 143), R=2 for inverted pendulum type structures.
### Load Analysis for Apron Drive (Special Loads)

**Model: AT3-G8/144**

**Height from Apron to Rotunda Floor (FT):** 13.09

### Loading Conditions

**At Rotunda Column Base**

<table>
<thead>
<tr>
<th>Loading Conditions</th>
<th>Px</th>
<th>Mx</th>
<th>My</th>
<th>Px</th>
<th>Mz</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Extended (Operational)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Dead Load (See Note)</td>
<td>31.8</td>
<td>83.1</td>
<td>65.9</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>2. Floor Load (40 PSF)</td>
<td>9.8</td>
<td>33.8</td>
<td>13.9</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>3. Roof Load (25 PSF)</td>
<td>8.1</td>
<td>28.7</td>
<td>4.8</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>4. Roof Load/2</td>
<td>4.0</td>
<td>14.3</td>
<td>2.4</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>5. Wind Load (12.5 PSF)</td>
<td>0.0</td>
<td>0.0</td>
<td>321.1</td>
<td>5.8</td>
<td>0.0</td>
</tr>
<tr>
<td>6. Seismic Load (Sds = 0.058)</td>
<td>0.0</td>
<td>0.0</td>
<td>52.9</td>
<td>0.9</td>
<td>0.0</td>
</tr>
</tbody>
</table>

**Retracted (Stowed)**

<table>
<thead>
<tr>
<th>Loading Conditions</th>
<th>Px</th>
<th>Mx</th>
<th>My</th>
<th>Px</th>
<th>Mz</th>
</tr>
</thead>
<tbody>
<tr>
<td>7. Dead Load (See Note)</td>
<td>5.0</td>
<td>-37.7</td>
<td>65.9</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>8. Roof Load (25 PSF)</td>
<td>-1.0</td>
<td>-12.3</td>
<td>4.8</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>9. Wind Load (46.5 PSF)</td>
<td>0.0</td>
<td>0.0</td>
<td>470.1</td>
<td>1.1</td>
<td>0.0</td>
</tr>
</tbody>
</table>

### ASD Load Combinations for Foundation Design per ASCE 7-10

1. D | 31.8 | 83.1 | 65.9 | 0.0 | 0.0 |
2. D + FL | 41.7 | 116.9 | 79.8 | 0.0 | 0.0 |
3. D + RL | 39.9 | 111.7 | 70.7 | 0.0 | 0.0 |
4. D + 0.75FL + 0.75RL | 45.3 | 129.9 | 79.9 | 0.0 | 0.0 |
5a. D + 0.6W | 31.8 | 83.1 | 348.0 | 3.5 | 0.0 |
5b. D + 0.75L | 31.8 | 83.1 | 103.0 | 0.6 | 0.0 |
6a. D + 0.75FL + 0.75*0.6W + 0.75RL | 45.3 | 129.9 | 224.4 | 2.6 | 0.0 |
6b. D + 0.75FL + 0.75*0.75L + 0.75RL | 45.3 | 129.9 | 107.7 | 0.5 | 0.0 |
7. 0.6D + 0.6W | 19.1 | 49.8 | 232.2 | 3.5 | 0.0 |
8. 0.6D + 0.7L | 19.1 | 49.8 | 76.6 | 0.6 | 0.0 |

**Note:** Px, Mx, and My can be either (+) or (-)

**Note:** Additional Dead Loads: A Tun = 50 Lbs/ft; B Tun = 50 Lbs/ft; C Tun = 50 Lbs/ft

**Hurricane Tie Down Load = 47.8 KIPS - Double Strap Required**

**Rotunda Requires Rocket Fins**

**Max Tire Load Extended = 118.1 KIPS**

**Job Description:** RSW (SW FL Int'l, Ft. Myers, FL), Gate D2 5/28/2020

### Concentrated Loads

<table>
<thead>
<tr>
<th>Load (Kips)</th>
<th>X FT</th>
<th>Y FT</th>
<th>Z FT</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.00</td>
<td>0.00</td>
<td>-11.40</td>
<td>-3.00</td>
</tr>
<tr>
<td>3.10</td>
<td>0.00</td>
<td>5.00</td>
<td>-3.00</td>
</tr>
<tr>
<td>1.50</td>
<td>-9.00</td>
<td>13.00</td>
<td>0.00</td>
</tr>
<tr>
<td>0.60</td>
<td>4.00</td>
<td>5.00</td>
<td>10.00</td>
</tr>
</tbody>
</table>

**45ST POU Hobart PCA**

**90kva Hobart Power Coil**

**Bag-slide**

**Cable Hoist**
JetPower® III 400Hz
Ground Power System

“JBT for the Perfect Turn”
JetPower® III Technical Specifications

Maximum Input Current

<table>
<thead>
<tr>
<th>Input Volts</th>
<th>45 kVA</th>
<th>90 kVA</th>
<th>140 kVA</th>
<th>180 kVA</th>
</tr>
</thead>
<tbody>
<tr>
<td>380 V</td>
<td>63 Amps</td>
<td>126 Amps</td>
<td>196 Amps</td>
<td>252 Amps</td>
</tr>
<tr>
<td>400 V</td>
<td>60 Amps</td>
<td>120 Amps</td>
<td>186 Amps</td>
<td>236 Amps</td>
</tr>
<tr>
<td>415 V</td>
<td>56 Amps</td>
<td>116 Amps</td>
<td>179 Amps</td>
<td>232 Amps</td>
</tr>
<tr>
<td>480 V</td>
<td>50 Amps</td>
<td>100 Amps</td>
<td>155 Amps</td>
<td>200 Amps</td>
</tr>
</tbody>
</table>

Dimensions (all point of use units)

|                      | Width: 60" (1.5 m)  | Height: 24" (0.61 m)  | Depth: 50" (1.27 m)  |

Weight (approximate)

<table>
<thead>
<tr>
<th></th>
<th>45 kVA</th>
<th>90 kVA</th>
<th>140 kVA</th>
<th>180 kVA</th>
</tr>
</thead>
<tbody>
<tr>
<td>450 lbs.</td>
<td>1,100 lbs.</td>
<td>1,700 lbs.</td>
<td>2,000 lbs.</td>
<td></td>
</tr>
<tr>
<td>(495 kg)</td>
<td>(773 kg)</td>
<td>(910 kg)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Housing

Electronic sections in NEMA 4X (IP55) enclosure with an aluminum case and structural members. Custom colors are available.

Environmental Conditions

Capable of normal operation from -40°C to +55°C (-40°F to +131°F).

Noise

Not greater than 65 dBA at 1.5 m height, 1 m distance.

Maintenance

No preventative maintenance required. Mean Time To Repair (MTTR) 30 minutes at module level. Reduced part count and increased circuit and component protection enhance reliability.

Input

- AC Power: 380-480 Volt, 3 phase, 50/60 Hertz, at -15% to +10% of nominal voltage rating. Unit is phase rotation independent.
- Starting Current: Starting in Rush not to exceed 100% current required when operating at rated output.
- Power Factor: From 25% to 100% rated load, input power factor is greater than 0.95.
- Efficiency: Greater than 92% at any load above 50% of rated load.

Output Voltage, Frequency, and Phase

- Voltage Drift: Less than 1% at constant load (ambient temperature change 55°C in 8 hours).
- Voltage Regulation: Better than 1%.
- Total Harmonic Distortion: Less than 3% (line-to-line/line-to-neutral). Individual harmonics less than 2%.
- DC Content: Less than 100 mV.
- Voltage modulation: Less than 0.5% as measured from the peak of one waveform to the peak of another adjacent waveform under steady rated load conditions.
- Transient Performance: Output voltage recovery less than 50ms at 100% load change.
- Voltage Operating Range: +/-10% of rated voltage
- Output Frequency Regulation: 400 Hz +/-0.1%
- Phase Displacement: 120° +/-1.5°

Overloads and System Protection

- Overload Capacity: 125% for 10 minutes, 150% for 30 seconds, 200% for 10 seconds.

Internal Controls and Indicators

- Auto/Manual Switch—Voltage Control
- 28 Volt E/F Interlock Bypass Switch
- Start/Stop Control
- Line Drop Compensation
- DC Bus Voltage Adjustment
- LCD Display Contrast Adjustment
- Voltage Adjustment (+/- 10%)
- Hour Meter (99,999 hrs).

External Front Panel Lights

- Solid Red Light—Internal or External Fault
- Solid Yellow—Input Power Applied
- Flashing Yellow—28 Volt In Bypass
- Solid Green—400 Hz Power Present
- Flashing Green—28 Volt not available

LCD Display Plain English Indicators

- Input Voltage Phase A
- Input Voltage Phase B
- Input Voltage Phase C
- Input Voltage Average (3 Phase Avg.)
- Input Current (3 Phase Avg.)
- Output Voltage Phase A
- Output Voltage Phase B
- Output Voltage Phase C
- Output Voltage Average (3 Phase Avg.)
- Phase A Output Current
- Phase B Output Current
- Phase C Output Current
- Output Current Average (3 Phase Avg.)
- Output kVA (total)
- Accumulated Kilowatt hours
- Output Frequency
- +5 VDC
- +15 VDC
- +24 VDC
- Event History, 490 events ([start/stop) and (fault/reset)]

All current operating readings and event history are available on optional RS232/485 Data Port.

Options

- 12-Step Input Rectifier
- Additional Input Distortion Filter
- 28 VDC Unit (only available on the 90 kVA size)
- Output Current 8 by 600 amps (continuous)

United Kingdom
44-208-831-2213

Hong Kong
852-9106-0194
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Applicant: JBT Corp dba JBT AeroTech, Jetway Systems
Address: 3100 South Pennsylvania Avenue
Ogden, UT 84401
Country: USA
Contact: Mr. Mike Fullmer
Phone: (801) 629-3345
FAX: (801) 629-3373
Email: thomas.brace@jbtc.com

Manufacturer: JBT AeroTech, Jetway Division
Address: 3100 South Pennsylvania Avenue
Ogden, UT 84401
Country: USA
Contact: Mr. Mike Fullmer
Phone: (801) 629-3345
FAX: (801) 629-3373
Email: thomas.brace@jbtc.com

Party Authorized To Apply Mark: Same as Manufacturer
Report Issuing Office: Portland, OR
Control Number: 70332
Authorized by:

Catherine Daigle  for Thomas J. Patterson, Certification Manager

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Intertek Testing Services NA Inc.
545 East Algonquin Road, Arlington Heights, IL 60005
Telephone 800-345-3851 or 847-439-5667 Fax 312-283-1672

Standard(s):

Product: Ground Power Unit JTPS Series
Brand Name: JETPOWER
Models:
JTP3s-45KVA, JTP3s-90KVA, JTP3-90KVA/28VDC, JTP3-180KVA, JTP3 PLUS-150KVA, JTP3 PLUS-180KVA, JTP3 PLUS-180KVA/575V, JTP3 PLUS-270VDC, JTP3 PLUS-270VDC/400HZ, JTP 28VDC, GATEBOX-90KVA and GATEBOX-180KVA

ATM for Report 3098492PRT-001 Page 1 of 1 ATM Issued: 15-Apr-2015
Aircraft Ground Power

400Hz Cable Assemblies

The solution for reduced aircraft receptacle wear and longer connector service life

One JBT: Driving for customer success!
JBT Aircraft Ground Power 400Hz Cable Assemblies Specifications

Design Elements
JBT 400Hz ground power cable assemblies significantly reduce aircraft receptacle wear and provide longer connector service life. Our optional replaceable contact section provides rigid internal features with precisely aligned and floated sockets. The glass-filled epoxy carrier precisely positions socket/pin assemblies to reduce insertion forces and protects against impact to extend service life. Six-tine sockets contribute to consistent insertion forces and outperform industry standards for electrical performance. Compression seals protect adapter pins and connector sockets.

Operational Envelope and Performance
- Full-load operation from -70 F to 140 F
- Meets SAE AS7974 20 ft-lbs impact at -55 C
- 260 & 300 amp six-around-one configurations
- Mates with As90362 & An3114 receptacles
- UL Listed (six around one)
- 1/0 and 2/0 banded cable configurations

The EPDM is a carrier designed. The carrier is by ground-
Subject: ETL Verification / Final Qualification Testing of 400 Hz Jetway Cable – PN 032820
1x1 AWG, 6x4 AWG, 4xTwisted Triads (18AWG), 2xTwisted Pairs (18AWG)
Polypropylene (1AWG Insulation, 18AWG Insulation), EPR (4AWG Insulation), Neoprene (Jacket)

Dear Mr. Gustitus:

This letter represents the results of final qualification testing for ETL Verification as performed on the above referenced cable to the requirements contained in the Draka Cableteq-prepared test plan outlined in Table One on pages three and four.

The following standards were used during testing:

Draka Cableteq USA Laboratory Standard 032820, dated 9/22/16
Draka Cableteq USA Cable Specification 032820, dated 5/31/16, revised 10/7/16
SAE AS5756A, Cable, Power, Electrical, Portable General Specification For, Issued 2004-06, Revised 2011-10
ASTM B174-10 (Reapproved 2015), Standard Specification for Bunch-Stranded Copper Conductors for Electrical Conductors
ASTM B172-10 (Reapproved 2015), Standard Specification for Rope-Lay-Stranded Copper Conductors Having Bunch-Stranded Members, for Electrical Conductors
FED. Test Method STD 228, Test Methods For Cables and Wire, Insulated, April 14, 1967
MIL-DTL-13777L, Detail Specification, Cable, Special Purpose, Electrical, General Specification For, 12 September 2014
MIL-DTL-24643C, Detail Specification, Cables, Electric, Low Smoke Halogen-Free, For Shipboard Use, General Specification For, 1 October 2009

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Intertek Testing Services NA, Inc.
29-December-2016

February 9, 2015

Purchasing Specification For Draka Cableteq USA, 18AWG Bunched Bare Copper Conductor, Specification
Number B00180-0041-1, Revised 4/18/2000

Purchasing Specification For Draka Cableteq USA, 4AWG Rope-Bunched Bare Copper Conductor, Specification
Number B00040-1054-1, Revised 6/23/2009

Purchasing Specification For Draka Cableteq USA, 1AWG Rope-Bunched Bare Copper Conductor, Specification
Number B00010-2107-1, Revised 8/15/2016

This investigation was authorized by signed proposal number Qu-00703921 dated 23-June-2016. Testing was performed
as indicated below in Table One, at Draka Cableteq's North Dighton, MA laboratory, from 14-December-2016 to 22-
December-2016 under the Intertek Satellite Laboratory Program.

A summary of test results is provided in Table Two. Test data sheets follow this letter.

This report concludes the final qualification testing and ETL verification of the subject cable under this project. If there are
any questions regarding the results contained in this report, or any of the other services offered by Intertek, please do not
hesitate to contact the undersigned.

Completed by: Kenneth Riedl
Title: Senior Project Engineer

Reviewed by: Joshua O'Connor
Title: Engineering Team Lead – Wire and Cable

Signature: [Signature]

Please note: This Letter Report does not represent authorization for the use of any Intertek certification marks.
AUTHORIZATION TO MARK

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Email: Gordon.Ferris@jbt.com

Manufacturer: JBT Corp dba JBT AeroTech, Jetway Systems
Address: 3100 South Pennsylvania Avenue
Country: United States
Contact: Gordon Ferris
Phone: 801-629-3267
FAX: 801-629-3373
Email: Gordon.Ferris@jbt.com

Party Authorized To Apply Mark: Same as Manufacturer
Report Issuing Office: Plano, TX
Control Number: 70332
Authorized by: [Signature]

for Thomas J. Patterson, Certification Manager

Intertek

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Intertek Testing Services NA Inc.
545 East Algonquin Road, Arlington Heights, IL 60005
Telephone 800-345-3651 or 847-439-5667 Fax 312-283-1672

Standard(s): Standard(s) for Safety Motor-Operated Appliances (UL 73, 10th Ed., dated March 02, 2011 including revisions through September 18, 2012)

Product: 400 Hz Cable Hoist
Brand Name: JBT AeroTech
Models: 2952963.04, 2952963.05, 2952963.06

ATM Issued: 8-Apr-2015
ATM for Report 101923875DAL-002
JetAire® SJ-70, SJ-90, and SJ-115 Point-of-Use PCAir Units

JBT - FOR THE PERFECT TURN
JetAire® SJ-70, SJ-90, and SJ-115 Point-Of-Use Technical Specifications

Design Elements
JetAire® SJ units are ideal for most narrow to mid-body sized aircraft. The units all fit in the same frame size and share many common components. They can be bridge or stand-mounted and benefit the user through reduced pollution, fuel savings and less equipment on the ramp.

Features / Benefits
- Energy Efficiency
- Consistent Temperature
- Reliability
- Reduced Noise
- Human Machine Interface (HMI) Screen with Intuitive Operating Controls
- Remote Wireless Data Access for convenient Operations and Maintenance monitoring

Electrical

<table>
<thead>
<tr>
<th>Unit</th>
<th>SJ-70</th>
<th>SJ-90</th>
<th>SJ-115</th>
</tr>
</thead>
<tbody>
<tr>
<td>Voltage</td>
<td>480/60/3</td>
<td>480/60/3</td>
<td>480/60/3</td>
</tr>
<tr>
<td>Blower Size</td>
<td>25 HP/18.6 kW</td>
<td>30 HP/22.4 kW</td>
<td>40 HP/29.8 kW</td>
</tr>
<tr>
<td>Heater Size</td>
<td>36 kW</td>
<td>54 kW</td>
<td>72 kW</td>
</tr>
<tr>
<td>*RLA</td>
<td>91 Amps</td>
<td>128 Amps</td>
<td>173 Amps</td>
</tr>
<tr>
<td>*Unit Breaker</td>
<td>125 Amps</td>
<td>150 Amps</td>
<td>200 Amps</td>
</tr>
</tbody>
</table>
*Values are calculated using AMI conditions and are not to be used for construction. Values are for reference purposes only.
**100% Load rated unit breaker available for gates with supply power limitations

Dimensions/Weight

<table>
<thead>
<tr>
<th>Unit</th>
<th>SJ-70</th>
<th>SJ-90</th>
<th>SJ-115</th>
</tr>
</thead>
<tbody>
<tr>
<td>Length</td>
<td>167 in (424 cm)</td>
<td>167 in (424 cm)</td>
<td>167 in (424 cm)</td>
</tr>
<tr>
<td>Width</td>
<td>88 in (225 cm)</td>
<td>88 in (225 cm)</td>
<td>88 in (225 cm)</td>
</tr>
<tr>
<td>Height</td>
<td>43 in (109 cm)</td>
<td>43 in (109 cm)</td>
<td>43 in (109 cm)</td>
</tr>
<tr>
<td>Weight</td>
<td>4500 lb</td>
<td>5000 lb</td>
<td>5500 lb</td>
</tr>
<tr>
<td>Sound Level</td>
<td>84dBA @ 15 ft (4.6 m)</td>
<td>84dBA @ 15 ft (4.6 m)</td>
<td>84dBA @ 15 ft (4.6 m)</td>
</tr>
</tbody>
</table>

Design Ambient

<table>
<thead>
<tr>
<th>Unit</th>
<th>SJ-70 / SJ-90 / SJ-115</th>
</tr>
</thead>
<tbody>
<tr>
<td>Humid - Dry Bulb</td>
<td>90°F (32.2°C)</td>
</tr>
<tr>
<td>Humid - Wet Bulb</td>
<td>70°F (21.1°C)</td>
</tr>
<tr>
<td>Dry - Dry Bulb</td>
<td>110°F (43.3°C)</td>
</tr>
<tr>
<td>Dry - Wet Bulb</td>
<td>70°F (21.1°C)</td>
</tr>
</tbody>
</table>

Operational Performance

- Standard Airflow:
  - SJ-70: 180 lb/min @ 20"H20
  - SJ-90: 240 lb/min @ 22"H20
  - SJ-115: 300 lb/min @ 22"H20
- Max Airflow: 340 lb/min
- Max Pressure: 40"H2O
- Cooling Temperature: 23°F (-3.8°C) to 60°F (15.6°C)
- Heating Temperature: 80°F (26.7°C) to 130°F (54.4°C)

Optional Equipment
- Apron Management System (AMS) Interface (Modbus TCP standard, other optional)
- Single or Dual Hose Outlets
- Heating (36/54/72kW for 480Volts)
- Aircraft Cabin and/or Bridge Temperature Probes
- Boarding Bridge Cooling and Heating capability and controls
- Hose Storage/Deployment Systems
- Delivery Hose (style and/or length) and Aircraft Couplings
- Severe Weather (SJ-X) models available with improved corrosion protection in extreme environmental conditions including Stainless Steel hardware, hot dip galvanized and powder coated steel parts, severe duty and extra protected components
- Configuration to service regional jets, narrow, and wide body aircraft

Operating Capabilities (SJ Series Air-Conditioner) for various ambient conditions

- SJ-115: All Conditions
- SJ-90: Severe, Moderate Climate
- SJ-70: Severe, Moderate Climate

United Kingdom
1805 West 2550 South • Ogden, UT, United States • 801-627-6600
www.jbtaerotech.com
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Country: USA
Contact: Matthew Stallard
Phone: (801) 629-3248
FAX: NA
Email: matthew.stallard@jbtc.com

Party Authorized To Apply Mark: Same as Manufacturer
Report Issuing Office: Dallas, TX
Control Number: 70332

Authorized by: [Signature]
for Dean Davidson, Certification Manager

Intertek Testing Services NA Inc.
545 East Algonquin Road, Arlington Heights, IL 60005
Telephone 800-345-3851 or 847-439-6687 Fax 312-283-1672

Standard(s):
Standard for Safety, Heating and Cooling Equipment CSA C22.2 #236 Ed.4, issued 2011/10/14, Exp. 2022/11/30

Product: Packaged cooling unit with electric heat
Brand Name: JetAire

Models: SJ, followed by 70, 90, or 115; followed by 2, 3, or 4; followed by TP or O; followed by 410; followed by BE or JC; followed by V or NV; followed by MC or FT; followed by NVB or VB; followed by S or B; followed by NH; 36, 54, or 72; followed by 460/60; followed by 1, 1B, 2, 2B, or 3; followed by D or B

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Intertek Testing Services NA Inc.
545 East Algonquin Road, Arlington Heights, IL 60005
Telephone 800-345-3851 or 847-439-6687 Fax 312-283-1672
Jetaire® LJ-170, LJ-210, and LJ-222 Point-of-Use PCAir Units

JBT - FOR THE PERFECT TURN
Jetaire® LJ-170, LJ-210, and LJ-222 Point-Of-Use Technical Specifications

Design Elements
Jetaire® LJ units are ideal for most narrow to jumbo sized aircraft. The LJ units all fit in the same frame size and share many common components. They can be bridge or stand-mounted and benefit the user through reduced pollution, fuel savings and less equipment on the ramp. The "on-demand" technology allows for long continuous operating periods without defrost requirements in most climates while reducing power consumption.

Features / Benefits
- Energy Efficiency
- Consistent Temperature
- Reliability
- Reduced Noise
- Human Machine Interface (MHMI) Screen with Intuitive Operating Controls
- Remote Wireless Data Access
- Heat Mod: Reverse cycle system, which is more efficient than the electrical heater element, is used to create enough heat. During the coldest days, the reverse cycle is supported by heating element.

Electrical

<table>
<thead>
<tr>
<th>Unit</th>
<th>LJ-170-6</th>
<th>LJ-170-6</th>
<th>LJ-210-5</th>
<th>LJ-210-6</th>
<th>LJ-222-6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Voltage</td>
<td>480/60/3</td>
<td>480/60/3</td>
<td>480/60/3</td>
<td>480/60/3</td>
<td>480/60/3</td>
</tr>
<tr>
<td>Blower Size</td>
<td>60 HP</td>
<td>60 HP</td>
<td>75 HP</td>
<td>75 HP</td>
<td>75 HP</td>
</tr>
<tr>
<td>Heater Size</td>
<td>108/72 kW</td>
<td>144/108/72 kW</td>
<td>108/72 kW</td>
<td>144/108/72 kW</td>
<td>144/108/72 kW</td>
</tr>
<tr>
<td>*FLA</td>
<td>205 Amps</td>
<td>245 Amps</td>
<td>223 Amps</td>
<td>263 Amps</td>
<td>285 Amps</td>
</tr>
<tr>
<td>*Unit Breaker</td>
<td>250 Amps</td>
<td>350 Amps</td>
<td>350 Amps</td>
<td>350 Amps</td>
<td>350 Amps</td>
</tr>
</tbody>
</table>

*Values are calculated using ARI conditions and are not to be used for construction. Values are for reference purposes only.
*FLA values for 400 Volt/50 Hertz/3 Phase and 380 Volt/60 Hertz/3 Phase are available. Please contact JBT Sales Representative.

Dimensions/Weight

<table>
<thead>
<tr>
<th>Unit</th>
<th>LJ-170</th>
<th>LJ-210</th>
<th>LJ-222</th>
</tr>
</thead>
<tbody>
<tr>
<td>Length*</td>
<td>205 in (521 cm)</td>
<td>205 in (521 cm)</td>
<td>205 in (521 cm)</td>
</tr>
<tr>
<td>Width*</td>
<td>88 in (225 cm)</td>
<td>88 in (225 cm)</td>
<td>88 in (225 cm)</td>
</tr>
<tr>
<td>Height</td>
<td>59 in (149.9 cm)</td>
<td>59 in (149.9 cm)</td>
<td>59 in (149.9 cm)</td>
</tr>
<tr>
<td>Weight</td>
<td>6750 - 8800 lbs</td>
<td>9250 - 8800 lbs</td>
<td>9500 - 8800 lbs</td>
</tr>
<tr>
<td>Sound Level</td>
<td>85 dBA @ 15 ft (4.57 m)</td>
<td>85 dBA @ 15 ft (4.57 m)</td>
<td>85 dBA @ 15 ft (4.57 m)</td>
</tr>
</tbody>
</table>

* Does not include condenser fan and outlet tube.

Operational Performance

- Standard Airflow:
  - LJ-170: 390 lb/min @ 22" WC
  - LJ-210: 550 lb/min @ 35" WC
  - LJ-222: 587 lb/min @ 35" WC
- Max Airflow: 650 lb/min
- Max Pressure: 35*
- Cooling Temperature: 25°F (-3.8°C) to 60°F (15.6°C)
- Heating Temperature: 80°F (26.7°C) to 130°F (54.4°C)

Optional Equipment
- Apron Management System (AMS) Interface (Modbus TCP standard, other optional)
- Single or Dual Hose Outlets
- Aircraft Cabin and / or Bridge Temperature Probes
- Boarding Bridge Cooling and Heating capability and controls
- Hose Storage/Deployment Systems
- Delivery Hose (style and/or length) and Aircraft Couplings
- Configuration to service regional jets, narrow, wide body, and jumbo aircraft

Design Ambient

<table>
<thead>
<tr>
<th>Unit</th>
<th>LJ-170</th>
<th>LJ-210</th>
<th>LJ-222</th>
</tr>
</thead>
<tbody>
<tr>
<td>Humid-Dry Bulb</td>
<td>97°F (36°C)</td>
<td>97°F (36°C)</td>
<td>97°F (36°C)</td>
</tr>
<tr>
<td>Humid-Wet Bulb</td>
<td>77°F (25°C)</td>
<td>77°F (25°C)</td>
<td>77°F (25°C)</td>
</tr>
<tr>
<td>Dry-Dry Bulb</td>
<td>110°F (43.3°C)</td>
<td>110°F (43.3°C)</td>
<td>110°F (43.3°C)</td>
</tr>
<tr>
<td>Dry-Wet Bulb</td>
<td>68°F (20°C)</td>
<td>68°F (20°C)</td>
<td>68°F (20°C)</td>
</tr>
</tbody>
</table>

United Kingdom: +44-208-587-0666
Hong Kong: +852-9016-0194
USA: +1 (801)-627-6600

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Rev. 1, December 2013
LIMITED PRODUCTION
AUTHORIZATION TO MARK

This authorizes Intertek Engineering to apply the Certification Mark(s) shown below to the models described in the Product(s) section and Product(s) Labeled Section when made in accordance with the Limited Production Certification Report. This document is not valid until signed and dated by an Intertek Engineer and Certification Manager.

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Applicant: John Bean Technologies Corporation
Address: 3100 Pennsylvania Ave
Ogden, Utah 74401
Country: USA
Contact: Erkan Seiimoglu
Phone: (801) 629-3447
FAX: NA
Email: Erkan.Selimoglu@JBTC.com

Manufacturer: John Bean Technologies Corporation
Address: 3100 Pennsylvania Ave
Ogden, Utah 74401
Country: USA
Contact: Erkan Seiimoglu
Phone: (801) 629-3447
FAX: NA
Email: Erkan.Selimoglu@JBTC.com

Report Issuing Office: Reference Report No.:

Authorized Intertek Engineer: Hristomir Guenov, Engineer
Date: 15-Nov-2019

Authorized By: For L. Matthew Snyder, Certification Manager
Date: 27-Nov-2019

Intertek Testing Services NA Inc.
545 East Algonquin Road, Arlington Heights, IL 60005, USA
Telephone 800-345-3851 or 847-439-5667 Fax 312-283-1672

This document supersedes all previous Authorizations to Mark for the noted Report Number.

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Intertek Testing Services NA Inc.
545 East Algonquin Road, Arlington Heights, IL 60005, USA
Telephone 800-345-3851 or 847-439-5667 Fax 312-283-1672

          Heating And Cooling Equipment <Expires: 01JAN2024> [CSA C22.2#236:2011 Ed.4]
Product:  Packaged cooling unit
Models: See Attached Page(s) for Model(s), Serial Number(s), and LPC Number(s)
Reference Report No.: 104140679PRT-002

Product(s) Labeled:

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<td>1022542</td>
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<td>LJX-222-6</td>
<td>65758</td>
<td>1022543</td>
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<td>LJX-222-6</td>
<td>65761</td>
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<td>LJX-222-6</td>
<td>65760</td>
<td>1022545</td>
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# JETWAY SYSTEMS

## TYPICAL RECOMMENDED SPARE PARTS LIST

**SJ-90 PRE-CONDITION AIR SYSTEM**

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<tr>
<th>PART NUMBER</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>LIST PRICE</th>
<th>EXT PRICE</th>
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<td>$792.00</td>
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**TOTAL**  $32,841.00

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**NOTE:** PARTS AND PART NUMBERS ARE SUBJECT TO CHANGE WITHOUT NOTICE DUE TO NEW PRODUCT DESIGNS AND PART VENDORS ADJUSTING THEIR PRODUCT LINE.
## TYPICAL RECOMMENDED SPARE PARTS LIST
### JETPOWER 90KVA

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<thead>
<tr>
<th>PART NUMBER</th>
<th>DESCRIPTION</th>
<th>RECOMMENDED QTY</th>
<th>LIST PRICE</th>
<th>EXT PRICE</th>
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<tbody>
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<td>$534.00</td>
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<td>$392.00</td>
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**TOTAL**: $14,245.34

**NOTE**: PARTS AND PART NUMBERS ARE SUBJECT TO CHANGE WITHOUT NOTICE DUE TO NEW PRODUCT DESIGNS AND PART VENDORS ADJUSTING THEIR PRODUCT LINE.
# Typical Recommended Spare Parts List

## U-210 Pre-Condition Air System

<table>
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<tr>
<th>Part Number</th>
<th>Description</th>
<th>QTY</th>
<th>List Price</th>
<th>Ext Price</th>
</tr>
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<tbody>
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<tr>
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<tr>
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**Note:** Parts and part numbers are subject to change without notice due to new product designs and part vendors adjusting their product line.
<table>
<thead>
<tr>
<th>PART NUMBER</th>
<th>DESCRIPTION</th>
<th>RECOMMENDED QTY</th>
<th>LIST PRICE</th>
<th>EXT PRICE</th>
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<tbody>
<tr>
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**TOTAL** | **$10,746.68**

**NOTE:** PARTS AND PART NUMBERS ARE SUBJECT TO CHANGE WITHOUT NOTICE DUE TO NEW PRODUCT DESIGNS AND PART VENDORS ADJUSTING THEIR PRODUCT LINE.
<table>
<thead>
<tr>
<th>PART NUMBER</th>
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<th>EXT PRICE</th>
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**Total** $118,255.15

**NOTE:** PARTS AND PART NUMBERS ARE SUBJECT TO CHANGE WITHOUT NOTICE DUE TO NEW PRODUCT DESIGNS AND PART VENDORS ADJUSTING THEIR PRODUCT LINE.

PLEASE NOTE 3729950 WILL NEED A PROGRAM.
A. JBT AeroTech, for and on behalf of its business unit Jetway Systems ("SELLER") warrants that products when shipped and work when performed are (1) free from defects in material and workmanship, (2) conform to all design and manufacturing requirements contained in the contract, and (3) meet or exceed the performance requirements specified in the contract. All claims under this warranty must be made in writing immediately upon discovery and, in any event, within two (2) years from acceptance of the product or from completion of the applicable work if work is involved. Any product repaired or provided as a replacement hereunder shall be warranted for the remainder of the applicable warranty period. Defective and nonconforming items must be held for SELLER’s inspection and promptly returned to the original f.o.b. point upon request. THE FOREGOING IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES WHATSOEVER, EXPRESSED, IMPLIED, AND STATUTORY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

B. Upon SELLER’s inspection and confirmation of the claimed non-conformity, and provided that the product has not been subjected to misuse, or repair or alteration not performed or authorized by SELLER, or damaged by neglect, accident or improper installation (by someone other than SELLER), and further that BUYER has performed all required service and preventive maintenance on the product in accordance with SELLER's maintenance manual and can demonstrate such performance through maintenance records, the SELLER shall at its option either (1) repair or replace its product or work at the final delivery point, or (2) refund an equitable portion of the purchase price.

C. SELLER's obligation hereunder is expressly limited to repair or replacement or an agreed adjustment in price, and in lieu of any other obligation or responsibility for damages. IN NO EVENT SHALL SELLER BE RESPONSIBLE FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER INDIRECT DAMAGES HEREUNDER. THE FOREGOING STATES SELLER'S ENTIRE LIABILITY AND BUYER'S EXCLUSIVE AND SOLE REMEDY UNDER THIS WARRANTY. Any action by BUYER arising hereunder, or relating hereto whether based on breach of contract, tort (including negligence and strict liability) or other theories must be discovered within the warranty period or it shall be barred.
AeroTech
Passenger Boarding Bridges and Walkways
Two Year Product Warranty
Beginning XXXXXX XX, XXXX

XXXXXXX XXXXXXXXXXXXXX AIRPORT
Bridge OG# XXXXX
Walkway OG# XXXXX

D. Failure caused by: (a) BUYER’s abuse and (b) acts of God, which shall include but not be limited to hurricanes, earthquakes, and natural disasters, are specifically excluded from the coverage of this warranty.

E. SELLER disclaims any warranty responsibility in the event of any modification of its product without prior written consent of SELLER.

F. The foregoing warranty provisions are applicable only if the BUYER has performed preventive maintenance in accordance with SELLER’s maintenance manual. The required maintenance must be performed, and records maintained for SELLER’s review and inspection if requested.

G. Due to the inherent design and operational use of the canopy curtain, tires (when required), lights and fuses, they are considered expendable parts and are not covered by any warranty other than that of workmanship and quality.

In addition, the following after installation adjustments are considered a part of standard boarding bridge maintenance and therefore are not covered by any warranty:

1. Vertical travel limits
2. Horizontal travel limits
3. Swing tunnel warning and limit
4. Steer rate
5. Adjustment of motor brakes and timer
6. Column fault limit
7. Steer and over-steer limits
8. Tire pressure
9. Cable adjustment, electrical and mechanical
10. Tunnel roller adjustments

H. Non-Assignability: This warranty extends only to the original BUYER of each product and is not assignable to any other entity without the prior written approval of SELLER.

I. No agreement or understanding bearing upon or extending the warranty or remedies set forth herein will be binding upon SELLER unless SELLER has agreed thereto in writing.
A. SELLER warrants only that its products when shipped and its work when performed will meet all applicable specifications and other specific product and work requirements (including those of performance, if any) of this agreement and will be free from defects in material and workmanship. All claims under this warranty must be made in writing immediately upon discovery and, in any event, within two (2) years from acceptance of the applicable product or two (2) years from completion of the applicable work if work is involved. Defective and nonconforming items must be held for SELLER's inspection and returned to the SELLER. THE FOREGOING IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES WHATSOEVER, EXPRESSED, IMPLIED, AND STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS.

B. Upon BUYER's submission of a claim as provided above and following its substantiation, SELLER shall at its option either (1) repair or replace its product or work at the final delivery point or (2) refund an equitable portion of the purchase price.

C. The foregoing is SELLER's only obligation and BUYER's exclusive remedy for breach of warranty against SELLER for claims arising hereunder or relating hereto. In no event shall BUYER be entitled to incidental or consequential damages. Any action by BUYER arising hereunder, or relating hereto whether based on breach of contract, tort (including negligence and strict liability) or other theories must be discovered within one (1) year after the cause of action occurs or it shall be barred.

D. The foregoing warranty provisions are applicable only if the BUYER has performed preventive maintenance in accordance with SELLER's maintenance manual. The required maintenance must be performed and records maintained for SELLER's review and inspection if requested.

E. Non-assignability: This warranty extends only to the original BUYER of each product and is not assignable to any other entity without the prior written consent of the SELLER.

F. SELLER disclaims any warranty responsibility as to its products in the event of any modification of such product without prior written consent of SELLER.

G. Due to the inherent design and operational use of the input and aircraft cables, light bulbs, light lenses and fuses, they are considered expendable parts and are not covered by any warranty other than that of workmanship and quality.
EXAMPLE OF WARRANTY

Preconditioned Air Equipment
Two-Year Product Warranty
Beginning at Substantial Completion

XXXXX INTERNATIONAL AIRPORT
OG# XXXXX (Gate XXX)

A. JBT AeroTech, for and on behalf of its business unit Jetway Systems ("SELLER") warrants that products when shipped and work when performed are (1) free from defects in material and workmanship, (2) conform to all design and manufacturing requirements contained in the contract, and (3) meet or exceed the performance requirements specified in the contract. All claims under this warranty must be made in writing immediately upon discovery and, in any event, within two (2) years from acceptance, owner’s beneficial use of the product or from completion of the applicable work, if work is involved, whichever is earlier. Any product repaired or provided as a replacement hereunder shall be warranted for the remainder of the applicable warranty period. Defective and nonconforming items must be held for SELLER’s inspection and promptly returned to the original f.o.b. point upon request. THE FOREGOING IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES WHATSOEVER, EXPRESSED, IMPLIED, AND STATUTORY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

B. Upon SELLER’s inspection and confirmation of the claimed non-conformity, and provided that the product has not been subjected to misuse, or repair or alteration not performed or authorized by SELLER, or damaged by neglect, accident or improper installation (by someone other than SELLER), and further that BUYER has performed all required service and preventive maintenance on the product in accordance with SELLER’s maintenance manual and can demonstrate such performance through maintenance records, the SELLER shall at its option either (1) provide replacement parts for its product at the final delivery point, or (2) refund an equitable portion of the purchase price.

C. SELLER’s obligation hereunder is expressly limited to replacement or an agreed adjustment in price, and in lieu of any other obligation or responsibility for damages. IN NO EVENT SHALL SELLER BE RESPONSIBLE FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER INDIRECT DAMAGES HEREUNDER. THE FOREGOING STATES SELLER’S ENTIRE LIABILITY AND BUYER’S EXCLUSIVE AND SOLE REMEDY UNDER THIS WARRANTY. Any action by BUYER arising hereunder, or relating hereto whether based on breach of contract, tort (including negligence and strict liability) or other theories must be discovered within the warranty period or it shall be barred.

D. Failure caused by: (1) BUYER’s abuse and (2) acts of God, which shall include but not be limited to hurricanes, earthquakes, and natural disasters, are specifically excluded from the coverage of this warranty.
E. SELLER disclaims any warranty responsibility in the event of any modification of its product without prior written consent of SELLER.

F. The foregoing warranty provisions are applicable only if the BUYER has performed preventive maintenance in accordance with SELLER’s maintenance manual. The required maintenance must be performed and records maintained for SELLER’s review and inspection if requested.

G. Due to the inherent design and operational use of the aircraft supply hose, hose storage basket, lights, lenses and fuses, they are considered expendable parts and are not covered by any warranty other than that of workmanship and quality.

H. Non-assignability: This warranty extends only to the original BUYER of each product and is not assignable to any other entity without the prior written approval of SELLER.

I. No agreement or understanding bearing upon or extending the warranty or remedies set forth herein will be binding upon SELLER unless SELLER has agreed thereto in writing.
ESTIMATED TOTAL PROJECT BUDGET

ASMC Approved: ____________
Board Approved: ____________

Project Name: RSW Passenger Boarding Bridge Replacement

Project Description:
Replacement of 27 Passenger Boarding Bridges including foundation modifications, air conditioning/HVAC systems, ground power, APUs, lightning protection, signage, ramp and building/structural work.

BUDGET SUMMARY:

Design/Permitting:

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<tr>
<th>Service</th>
<th>Cost</th>
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</thead>
<tbody>
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<td>A&amp;E/Design &amp; Permitting</td>
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<tr>
<td>CM/GC Pre-construction</td>
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<td><strong>TOTAL DESIGN/PERMITTING</strong></td>
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Construction:

<table>
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<th>Service</th>
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<td><strong>TOTAL CONSTRUCTION</strong></td>
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*Total Project Budget* * $34,892,158

*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.*