January 21, 2021

LEE COUNTY PORT AUTHORITY

BOARD OF PORT COMMISSIONERS

AND

AIRPORTS SPECIAL MANAGEMENT COMMITTEE

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

9:30 AM

Invocation: Rev. Dr. Stephen Adkison, Chapel by the Sea Presbyterian Church

Pledge of Allegiance

Public Presentations:

- Retirement Resolution presented to Senior Assistant Port Authority Attorney Greg Hagen (Presented by Lee County Commission Chairman Brian Hamman)

Annual Reorganization of Board of Port Commissioners performed by Clerk of Courts Minutes Office

Public Comment on Consent and Administrative Agenda

Consent Agenda

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

Administrative Agenda

Convene as Board of County Commissioners

Reconvene as Board of Port Commissioners

Commissioners’ Items/Committee Appointments

Comments from the Chair of the Airports Special Management Committee

Acting Executive Director Items

Port Attorney Items

Adjourn
PUBLIC PRESENTATION

1. Request Board present a Retirement Resolution to Greg Hagen, Senior Assistant Port Authority Attorney
   
   **Presenter:**
   Commission Chair Brian Hamman

CONSENT AGENDA

ADMINISTRATION – Brian McGonagle

2. Request Board approve the minutes for the Board of Port Commissioners meeting on November 5, 2020.
   
   Term:
   N/A
   Funding Source:
   N/A

3. Approve the annual performance reviews for Acting Executive Director Ben Siegel.
   
   Term:
   N/A
   Funding Source:
   N/A

4. Request Board (1) approve the Actual Fiscal Year 2019-2020 Rates and Fees for Southwest Florida International Airport and any airline fee settlement, revenue sharing and coverage reimbursements to the airlines, as required by the Airline-Airport Use and Lease Agreement and (2) request the Board approve a one-time lump sum 3% Employee Retention Incentive to all employees, actively at work, based on salaries as of January 7, 2021.
   
   Term:
   N/A
   Funding Source:
   General airport operating revenues collected during the normal operation of the Airport, Fund 41200 and Fund 41231 Airport Discretionary.

5. Request Board approve use of Florida State Contract # NVP #AR233 (14-19) FL #43220000-WSCA-14-ACS to purchase 31 switches for use in the Passenger Boarding Bridge replacement project for a total cost of $283,975 which includes a 10% contingency.
   
   Term:
   N/A
   Funding Source:
   20860841234.506542
CONSENT AGENDA - continued

ADMINISTRATION – Brian McGonagle

6. Request Board approve a “First Amendment To Lease of Terminal Space at Southwest Florida International Airport” with WestJet.
   Term:
   commenced January 15, 2009; continuing month-to-month
   Funding Source:
   n/a

7. Request Board approve a Third Amendment to “Airline-Airport Use and Lease Agreement with JetBlue Airways Corporation.”
   Term:
   October 1, 2008, to September 30, 2021
   Funding Source:
   n/a

8. Request Board approve an “On-Airport Rental Car Concession Agreement and Counter Space Lease For Page Field” with Gitibin and Associates, Inc. d/b/a Go Rentals
   Term:
   Funding Source:
   n/a

9. Request Board approve a “Second Amendment to Land Lease for Construction and Operation of a Flight School at Page Field” with FMY Holdings, LLC.
   Term:
   Initial term to June 30, 2040, with two (2) options to extend by five (5) years each.
   Funding Source:
   n/a

AVIATION – Mark Fisher

10. Request Board 1) approve a contract between the Lee County Port Authority and SP PLUS DFS Joint Venture for janitorial services at Southwest Florida International Airport and 2) authorize the Executive Director or designee to amend the contract up to 15% above the annual contract amount to account for unforeseen circumstances and special cleaning projects.
    Term:
    Five (5) years with two (2), two-year renewal options.
    Funding Source:
    Account WJ5422941200.503490
CONSENT AGENDA - continued

DEVELOPMENT – Mark Fisher

11. Request Board adopt changes to the Southwest Florida International Airport (RSW) Airport Layout Plan (ALP) set to more accurately reflect current conditions and prior Board approvals.
   Term: N/A
   Funding Source: N/A

12. Request Board adopt changes to the Page Field (FMY) Airport Layout Plan (ALP) set to more accurately reflect current conditions and prior Board approvals.
   Term: N/A
   Funding Source: N/A

13. Request Board authorize a contract between the Lee County Port Authority and Johnson Engineering to provide General Planning and Environmental Services.
   Term: Three year contract.
   Funding Source: N/A

14. Request Board authorize a contract between the Lee County Port Authority and Stantec Consulting Services, Inc., to provide General Planning and Environmental Services.
   Term: Three year contract
   Funding Source: N/A

15. Request Board authorize execution of a professional services agreement between the Port Authority and EG Solutions, Inc., for Construction Engineering & Inspection Services for the Terminal Expansion Project at RSW.
   Term: Four Years.
   Funding Source: N/A.

ATTORNEY – Greg Hagen

16. Request Board approve grant of non-exclusive underground easement to Florida Power & Light Company to provide electrical service to the proposed new Airfield Electrical Vault at the Southwest Florida International Airport.
   Term: N/A
   Funding Source: N/A
ADMINISTRATIVE AGENDA

CONVENE AS BOARD OF COUNTY COMMISSIONERS

ATTORNEY – Greg Hagen

17. Request Board convene as the Board of County Commissioners to approve grant of non-exclusive underground utility easement allowing Florida Power & Light to provide electrical service to the proposed new Airfield Electrical Vault at the Southwest Florida International Airport.
   Term: N/A
   Funding Source: N/A

RECONVENE AS BOARD OF PORT COMMISSIONERS

COMMISSIONERS’ ITEMS/COMMITTEE APPOINTMENTS

COMMENTS FROM THE CHAIR OF THE ASMC

ACTING EXECUTIVE DIRECTOR ITEMS

PORT ATTORNEY ITEMS

ADJOURN
1. **REQUESTED MOTION/PURPOSE:** Request Board present a Retirement Resolution to Greg Hagen, Senior Assistant Port Authority Attorney

2. **FUNDING SOURCE:** N/A

3. **TERM:** N/A

4. **WHAT ACTION ACCOMPLISHES:** Recognizes the retirement of Senior Assistant Port Authority Attorney Greg Hagen

5. **CATEGORY:** 1. Public Presentation

6. **ASMC MEETING DATE:**

7. **BoPC MEETING DATE:** 1/21/2021

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

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

10. **BACKGROUND:**

    Present Retirement Resolution to Greg Hagen for more than thirty-three years of service to Lee County.

11. **RECOMMENDED APPROVAL**

    | DEPUTY EXEC DIRECTOR | COMMUNICATIONS AND MARKETING | OTHER | FINANCE | PORT ATTORNEY | ACTING EXECUTIVE DIRECTOR |
    |----------------------|-----------------------------|-------|---------|---------------|---------------------------|
    | Benjamin R. Siegel   | 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
1. REQUESTED MOTION/PURPOSE: Request Board approve the minutes for the Board of Port Commissioners meeting on November 5, 2020.
2. FUNDING SOURCE: N/A
3. TERM: N/A
4. WHAT ACTION ACCOMPLISHES: Approves the minutes of the Joint Port Meetings.

5. CATEGORY: 2. Consent Agenda

6. ASMC MEETING DATE: 
7. BoPC MEETING DATE: 1/21/2021

8. AGENDA:
   - CEREMONIAL/PUBLIC PRESENTATION
   - CONSENT [X]
   - ADMINISTRATIVE

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

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

   Attachment:
   Joint Port Board Meeting Minutes from November 5, 2020

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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<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>
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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
1. **REQUESTED MOTION/PURPOSE:** Request Board approve the minutes for the Board of Port Commissioners meeting on November 5, 2020.

2. **FUNDING SOURCE:** n/a

3. **TERM:** n/a

4. **WHAT ACTION ACCOMPLISHES:** Approves the minutes of the Joint Port Meetings

5. **CATEGORY:** Communications

6. **ASMC MEETING DATE:**

7. **BoPC MEETING DATE:** 01/07/2021

8. **AGENDA:**

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<th>CEREMONIAL/PUBLIC PRESENTATION</th>
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<tbody>
<tr>
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9. **REQUESTOR OF INFORMATION:**

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<th>Eileen Gabrick</th>
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<td>DIV.</td>
<td>Lee County Clerk of Court- Minutes</td>
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10. **BACKGROUND:**

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

Attachment:
Joint Port Board Meeting Minutes from November 5, 2020

11. **RECOMMENDED APPROVAL**

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<td>Benjamin R Siegel</td>
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12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

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<th>OTHER</th>
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13. **PORT AUTHORITY ACTION:**

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Minutes of 110520P

NOVEMBER 5, 2020

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

**LEE COUNTY PORT AUTHORITY**

- Brian Hamman, Chairman
- Franklin B. Mann, Vice-Chairman
- Cecil Pendergrass
- John E. Manning
- Ray Sandelli

**AIRPORTS SPECIAL MANAGEMENT COMMITTEE**

- Robbie Roepstorff, Chairwoman
- Noel Andress, Vice-Chairman
- John B. Goodrich - Absent
- Fran Myers
- Randy Krise

**Lehigh County Attorney:**

- Richard Wm. Wesch, Port Attorney
- Gregory S. Hagen, Senior Asst. Port Attorney

**Regional Members:**

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

**ON FILE IN MINUTES OFFICE:**

- MONTHLY PROJECT SUMMARY DEVELOPMENT REPORTS – Sept 2020 thru Oct 2020
- PROCUREMENT STATUS REPORT – October 26, 2020
- PASSENGER QUARTERLY REPORT – 3rd Quarter FY 19-20
- RSW CORE MARKET REPORT – October 26, 2020

The Chairman called the meeting to order at 9:31 a.m. The Invocation was given by Reverend James C. Givens, Mount Olive AME Church, followed by the Pledge of Allegiance.

**PUBLIC PRESENTATION**

1. **Request Board present a Retirement Resolution to John E. Manning, Lee County Commissioner.**
   
   **Presenter:** Commission Chair Brian Hamman read and presented a Retirement Resolution plaque to Commissioner John E. Manning honoring his many years of service and for the instrumental part that he played as a Lee County Port Commissioner. Acting Executive Director Ben Siegel also said a few words presenting the Commissioner with an engraved Frank Lloyd-Wright clock and thanked him for his many years of service, dedication, knowledge and respect he has shown over the years. Commissioner Manning thanked the Board and the ASMC for the acknowledgment and stated that it was a pleasure.

2. **PUBLIC ENGAGEMENT**
   
   C-25 Javier Correoso of Uber Technologies
   
   One Consent Agenda item was pulled for discussion by Commissioners Hamman: C-16
   
   The Chairman called for a motion to approve the balance of the Consent Agenda and Commissioner Manning so moved, seconded by Commissioner Pendergrass, called and carried.

**CONSENT AGENDA**

**ADMINISTRATION – Brian McGonagle**

2. **Request Board approve the minutes for the Board of Port Commissioners meetings on September 3, 2020 and September 15, 2020.**
   
   **Term:** N/A
   **Funding Source:** N/A
   **Vote:** Commissioner Manning moved approval, seconded by Commissioner Pendergrass, called and carried.

3. **Approve the Joint and ASMC meeting date schedule for the calendar year 2021.**
   
   **Term:** N/A
   **Funding Source:** N/A
   **Vote:** Commissioner Manning moved approval, seconded by Commissioner Pendergrass, called and carried.

4. **Request Board authorize staff to dispose of 3,290 shares of stock issued by American Airlines as part of its reorganization under Chapter 11 of the United States Bankruptcy Code**
   
   **Term:** N/A
Minutes of 110520P

5. Request Board approve a “Nonparticipating Airline Airport Use Permit” agreement with Alaska Airlines, Inc.
   **Term:** From November 1, 2020, until terminated.
   **Funding Source:** N/A
   **Vote:** Commissioner Manning moved approval, seconded by Commissioner Pendergrass, called and carried.

6. Request Board approve a “Lease of Terminal Space” at Southwest Florida International Airport” with Alaska Airlines, Inc.
   **Term:** Month-to-month, beginning November 1, 2020
   **Funding Source:** N/A
   **Vote:** Commissioner Manning moved approval, seconded by Commissioner Pendergrass, called and carried.

7. Request Board approve a “First Amendment To Ground Lease for Construction and Operation of an MRO Facility at Southwest Florida International Airport” with Intrepid Aerospace, Inc.
   **Term:** Forty years after the “Date of Beneficial Occupancy” (which will be no later than January 1, 2023), plus two (2) options to extend by five years each
   **Funding Source:** N/A
   **Vote:** Commissioner Manning moved approval, seconded by Commissioner Pendergrass, called and carried.

8. Request Board approve a “Termination of Existing Leases, and New Lease of Hangars at Page Field” with two Paragon Airplane Leasing Co. entities and their broker.
   **Term:** 10 years, plus two potential options to extend for an additional 5 years each
   **Funding Source:** N/A
   **Vote:** Commissioner Manning moved approval, seconded by Commissioner Pendergrass, called and carried.

**AVIATION – Mark Fisher**

9. Request Board award RFB 20-24MLW Interior Plant Installation, Lease, and Maintenance Services for the Lee County Port Authority, to Plant Partners, Inc., d/b/a Greenery Unlimited and authorize the Chair to execute the attached service provider agreement on behalf of the Board.
   **Term:** Four (4) years with (1) additional two-year renewal
   **Funding Source:** Account WJ5422941200.503490, Other Contracted Services.
   **Vote:** Commissioner Manning moved approval, seconded by Commissioner Pendergrass, called and carried.

10. Request Board approve a contract between the Lee County Port Authority and MBA Airport Transportation, LLC to provide On-Demand Taxicab Transportation Services at the Southwest Florida International Airport.
    **Term:** 3 yrs. with one (1) two-year renewal option.
    **Funding Source:** N/A
    **Vote:** Commissioner Manning moved approval, seconded by Commissioner Pendergrass, called and carried.

11. Request Board approve the second amendment to Collective Bargaining Agreement between the Lee County Port Authority and the Teamsters Local Union No. 79, amending Article-32 Wages.
    **Term:** October 1, 2020 – September 30, 2021
    **Funding Source:** N/A
    **Vote:** Commissioner Manning moved approval, seconded by Commissioner Pendergrass, called and carried.

12. Request Board approve the purchase of APX series P-25 software upgrade for 800 MHz radios from Motorola in the amount of $140,383.60.
    **Term:** N/A
    **Funding Source:** Account VB5131541200.506410
    **Vote:** Commissioner Manning moved approval, seconded by Commissioner Pendergrass, called and carried.
13. Request Board approve the service provider agreement with American Facility Services to provide janitorial services for Base Operations at Page Field
   Term: Five (5) year term with two (2) additional two-year term options
   Funding Source: UH5120041203.503490
   Vote: Commissioner Manning moved approval, seconded by Commissioner Pendergrass, called and carried.

14. Request Board approve a service provider agreement with Avfuel Corporation providing for the purchase of aviation fuel products for resale by Base Operations at Page Field.
   Term: Five-year term with one (1) five-year extension option.
   Funding Source: UH5120041203.505265
   Vote: Commissioner Manning moved approval, seconded by Commissioner Pendergrass, called and carried.

DEVELOPMENT – Mark Fisher

15. Request Board rank qualifications submitted for Request for Qualifications LOQ #20-47 General Planning & Environmental Services and authorize staff to begin contract negotiations with the top two (2) ranked firms.
   Term: 3 years
   Funding Source: N/A
   Vote: Commissioner Manning moved approval, seconded by Commissioner Pendergrass, called and carried.

16. Request Board rank qualifications submitted for LOQ #20-36 Construction Engineering Inspection (CEI) Services for the RSW Terminal Expansion project at the Southwest Florida International Airport and authorize staff to begin contract negotiations with the top ranked firm.
   Term: TBD
   Funding Source: N/A
   PULLED FOR DISCUSSION
   Board Discussion: Acting Executive Director Ben Siegel introduced the item and asked Director of Aviation Mark Fisher to present the item to the Board. Mr. Fisher presented the item and read a script giving a recap of events. Commissioner Mann asked for the ASMC Chair to give input on the item. ASMC Chair Robbie Roepstorff gave a detailed description of the process for deciding what firm to award the contract and the ranking process. Randy Krise gave additional input on the item and echoed Ms. Roepstorff’s description of the process. Commissioner Hamman had additional questions that Mr. Fisher addressed and gave additional clarification. Mr. Fisher stated that whoever the Board chose today would enter into contract negotiations with LCPA. At that time there will be additional fact finding and then the ASMC will bring back those findings to the Board. If for some reason there is not a successful negotiation the negotiation process would move to the next firm.
   Public Comment: Chairman called for public comment and two (2) speakers came forward:
   Alberto Rivaz Representing A2 – Handout
   Neale Montgomery of Pavese Law Representing A2

   Vote: Commissioner Manning moved approval of the ASMC’s recommendation, seconded by Commissioner Mann, called and carried.

17. Request Board approve a federal grant (Other Transaction Agreement - OTA) between the United States of America, as represented by the Transportation Security Administration (TSA), and the Lee County Port Authority for $3,249,358.02 to partially reimburse the Port Authority for costs related to the baggage handling system for the Midfield Terminal Complex.
   Term: N/A
   Funding Source: N/A
   Vote: Commissioner Manning moved approval, seconded by Commissioner Pendergrass, called and carried.

18. Request Board approve a state grant (Supplemental Joint Participation Agreement, Financial Project No. 441245-1-94-01) from the Florida Department of Transportation in the amount of $4,775,000 for construction services associated with the Tickect Counter and Gate Podium Modernization at Southwest Florida International Airport.
   Term: N/A
   Funding Source: N/A
   Vote: Commissioner Manning moved approval, seconded by Commissioner Pendergrass, called and carried.
   RESOLUTION No. 20-11-06P
19. Request Board approve a federal grant (Airport Improvement Program Grant Agreement No. 3-12-0135-056-2020) from the Federal Aviation Administration in the amount of $14,537,517 for construction services associated with the Rehabilitation of Airside Pavement at RSW.

   Term: N/A
   Funding Source: N/A
   Vote: Commissioner Manning moved approval, seconded by Commissioner Pendergrass, called and carried.

   RESOLUTION No. 20-11-07P

20. Request Board approve a federal grant (Airport Improvement Program Grant Agreement No. 3-12-0135-057-2020) from the Federal Aviation Administration in the amount of $4,909,124 for construction services associated with the Rehabilitation of Cargo Apron at Southwest Florida International Airport.

   Term: N/A
   Funding Source: N/A
   Vote: Commissioner Manning moved approval, seconded by Commissioner Pendergrass, called and carried.

   RESOLUTION No. 20-11-09P

21. Request Board award a contract to Ajax Paving Industries of Florida, LLC as the lowest, responsive, and qualified bidder for RFB 20-54MMW RSW Cargo Ramp Rehabilitation in the amount of $3,865,984.25; and approve a Total Project Budget of $6,386,343.

   Term: 240 Calendar Days.
   Funding Source: Federal Aviation Administration Grant 3-12-0135-57-2020, Florida Department of Transportation Grant 431367, RSW Construction Account 20861641234.506540.30
   Vote: Commissioner Manning moved approval, seconded by Commissioner Pendergrass, called and carried.

22. Request Board authorize execution of a contract amendment with Owen-Ames-Kimball Company in the amount of $732,265 to provide Construction Management and Construction Engineering Inspection Services associated with the Cargo Ramp Rehabilitation Project at RSW.

   Term: Five Years.
   Funding Source: Federal Aviation Administration Grant 3-12-0135-57-2020, Florida Department of Transportation Grant 431367, RSW Construction Account 20861641234.506510.50
   Vote: Commissioner Manning moved approval, seconded by Commissioner Pendergrass, called and carried.

23. Request Board authorize a contract amendment with Kimley-Horn & Associates, Inc. in the amount of $264,737.50 to perform Construction Administration for the Rehabilitation of Cargo Apron at RSW.

   Term: Five Years.
   Funding Source: Federal Aviation Administration Grant 3-12-0135-57-2020, Florida Department of Transportation Grant 431367, RSW Construction Account 20861641234.506510.70
   Vote: Commissioner Manning moved approval, seconded by Commissioner Pendergrass, called and carried.

24. Request Board accept donation of historical items from Richard Lipscomb, relative of Captain Channing Page, for display in Base Operations at Page Field.

   Term: N/A
   Funding Source: N/A
   Vote: Commissioner Manning moved approval, seconded by Commissioner Pendergrass, called and carried.

25. Request Board adopt by resolution revisions to Lee County Port Authority Policy Manual Section 740, Commercial Ground Transportation Policy.

   Term: N/A
   Funding Source: N/A
   Vote: Commissioner Manning moved approval, seconded by Commissioner Pendergrass, called and carried.

   RESOLUTION No. 20-11-08P

ATTORNEY – Greg Hagen

24. Request Board accept donation of historical items from Richard Lipscomb, relative of Captain Channing Page, for display in Base Operations at Page Field.

   Term: N/A
   Funding Source: N/A
   Vote: Commissioner Manning moved approval, seconded by Commissioner Pendergrass, called and carried.

25. Request Board adopt by resolution revisions to Lee County Port Authority Policy Manual Section 740, Commercial Ground Transportation Policy.

   Term: N/A
   Funding Source: N/A
   Vote: Commissioner Manning moved approval, seconded by Commissioner Pendergrass, called and carried.

   RESOLUTION No. 20-11-08P
ADMINISTRATIVE AGENDA

DEVELOPMENT – Mark Fisher

26. Request Board award a contract resulting from RFB 20-53MMW (RSW Passenger Boarding Bridge Replacement Project) to the lowest, responsive and qualified bidder as a result of the ASMC Bid Dispute Committee informal hearings; and approve a Total Project Budget corresponding to the recommended contract award.

Term: 395 Calendar Days
Funding Source: Passenger Facility Charges, RSW Construction Account No. 20860841234.506540.30
Board Discussion: Director of Aviation Mark Fisher presented, giving detailed information on the events leading up to today’s meeting.
Public Comment: Chairman called for public comment and two (2) speakers came forward:

Beverly Grady of Roetzel & Andress Representing Thyssenkrupp (TK) – Handout
Brian DeRoche of JBT Aerotech – Handout

Vote: Commissioner Manning moved approval of the ASMC recommendations, seconded by Commissioner Mann, called and carried.

COMMISSIONERS' ITEMS

There were no Commissioner Items discussed.

COMMITTEE APPOINTMENTS

There were no Committee Appointments by the individual Commissioners.

COMMENTS FROM THE CHAIR OF THE ASMC

ASMC Chair Robbie Roepstorff shared news with the Board of an award the airport received. RSW was awarded the 2020 Inclusion Champion Award for Medium Hub Airports by the Airport Council International-North America. The award was given for having a very diverse work place.

ACTING EXECUTIVE DIRECTOR ITEMS

Lee County Port Authority Acting Executive Director Ben Siegel reviewed his Executive Director Remarks for the Joint Board Meeting of November 5, 2020.

PORT ATTORNEY ITEMS

County Attorney Richard Wm. Wesch and Senior Assistant Port Attorney Greg Hagen had no additional items for discussion.

ADJOURN:

The Chairman adjourned the meeting at 10:55 a.m.

ATTEST:

LINDA DOGGETT, CLERK

By
Deputy Clerk

Chairman, Lee County Port Authority
<table>
<thead>
<tr>
<th>REQUESTED MOTION/PURPOSE</th>
<th>FUNDING SOURCE</th>
<th>TERM</th>
<th>WHAT ACTION ACCOMPLISHES</th>
<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>Approve the annual performance reviews for Acting Executive Director Ben Siegel.</td>
<td>N/A</td>
<td>N/A</td>
<td>Approves the annual performance reviews for Acting Executive Director Ben Siegel and contributions to the organization</td>
<td>Benjamin R. Benjamin R. Benjamin R. 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>
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8. AGENDA:
- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

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

10. BACKGROUND:

On Nov. 7, 2019, the Lee County Board of Port Commissioners voted to appoint Ben Siegel as Interim Executive Director of the Lee County Port Authority, and on Jan. 16, 2020, the Commissioners voted to appoint Mr. Siegel as Acting Executive Director. The Board conducts annual performance reviews of the Acting Executive Director.

Attachments:
Performance Evaluations

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
Administrative/Executive Level Evaluation

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<th>NAME</th>
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Attach copies of all relevant supporting documentation
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### EVALUATOR COMMENTS

Ben's first year has exceeded my expectations. In the face of tremendous challenge, there has been vast improvement in communication and execution of Board policy.

### EMPLOYEE COMMENTS

#### SIGNATURES

☑️ I have read, understand, and discussed this evaluation with my evaluator.

Employee Signature: [Signature]
Date: 1-6-21

Evaluator Signature: [Signature]
Date: 12/7/2020

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**EVALUATOR COMMENTS**

Mr. Siegel continues to perform well, especially under trying circumstances.

**EMPLOYEE COMMENTS**


**SIGNATURES**

☐ I have read, understand, and discussed this evaluation with my evaluator.

Employee Signature: [Signature] Date: 1-6-21

Evaluator Signature: [Signature] Date: 12-8-20

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Administrative/Executive Level Evaluation

NAME
Benjamin R. Siegel

EMPLOYEE ID #
7132

POSITION #
0026

DEPARTMENT/DIVISION
Administration

POSITION TITLE
Acting Executive Director

RATING PERIOD
FROM: 01/16/2020 TO: 01/16/2021

TYPE OF REVIEW
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**Overall Rating**

|                      | ☐ | ☐ | ☑ | ☐ | ☐ |

**EVALUATOR COMMENTS**

"Ben has done a great job this year keeping the Port Authority on track during the virus downturn, and looking out for the future expansion of the airport."

**EMPLOYEE COMMENTS**

- [ ] I have read, understand, and discussed this evaluation with my evaluator.

**SIGNATURES**

- Employee Signature: [Signature]
  - Date: 1-6-21
- Evaluator Signature: [Signature]
  - Date: 12-8-20

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### EVALUATOR COMMENTS

I have been working with [Employee Name] since [Date]. [Employee Name] has shown [specific areas of improvement or excellence] over the past few months. [Additional comments and feedback].

### EMPLOYEE COMMENTS

[Blank for employee comments]

### SIGNATURES

☐ [Employee Signature] [Date] 1-6-21

[Evaluator Signature] [Date] [Evaluator Name] 11/20/2016

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<td></td>
<td></td>
</tr>
</tbody>
</table>

### EVALUATOR COMMENTS

"Like all of us, Brian has faced the challenges of a very fluid and challenging year. I believe he has conducted himself personally as a trusted partner and led the team very well both internally and externally. His informative updates served us well. The key metrics in 2021 will be finding the balance between the need from the needs of the airline industry and the long term strategic positioning of our own approach to meet these needs very much out of our professional partnership. Thanks Brian!"

### EMPLOYEE COMMENTS

<table>
<thead>
<tr>
<th>EMPLOYEE COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

### SIGNATURES

![Signature]

I have read, understand, and discussed this evaluation with my evaluator.

Employee Signature

Evaluator Signature

Date 1-6-21

Date 12/23/21

Attach copies of all relevant supporting documentation
<table>
<thead>
<tr>
<th>1. <strong>REQUESTED MOTION/PURPOSE:</strong></th>
<th>4. <strong>CATEGORY:</strong> Consent Agenda</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request Board (1) approve the</td>
<td></td>
</tr>
<tr>
<td>Actual Fiscal Year 2019-2020</td>
<td></td>
</tr>
<tr>
<td>Rates and Fees for Southwest</td>
<td></td>
</tr>
<tr>
<td>Florida International Airport</td>
<td></td>
</tr>
<tr>
<td>and any airline fee settlement,</td>
<td></td>
</tr>
<tr>
<td>revenue sharing and</td>
<td></td>
</tr>
<tr>
<td>coverage reimbursements to the</td>
<td></td>
</tr>
<tr>
<td>airlines, as required by the</td>
<td></td>
</tr>
<tr>
<td>Airline-Airport Use and Lease</td>
<td></td>
</tr>
<tr>
<td>Agreement and (2) request the</td>
<td></td>
</tr>
<tr>
<td>Board approve a one-time lump</td>
<td></td>
</tr>
<tr>
<td>sum 3% Employee Retention</td>
<td></td>
</tr>
<tr>
<td>Incentive to all employees,</td>
<td></td>
</tr>
<tr>
<td>actively at work, based on</td>
<td></td>
</tr>
<tr>
<td>salaries as of January 7, 2021.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. <strong>FUNDING SOURCE:</strong></th>
<th>5. <strong>ASMC MEETING DATE:</strong> 12/15/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>General airport</td>
<td>6. <strong>BoPC MEETING DATE:</strong> 1/21/2021</td>
</tr>
<tr>
<td>operating revenues</td>
<td></td>
</tr>
<tr>
<td>collected during the</td>
<td></td>
</tr>
<tr>
<td>normal operation of</td>
<td></td>
</tr>
<tr>
<td>the Airport, Fund 41200 and Fund 41231 Airport Discretionary.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. <strong>TERM:</strong> N/A</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>4. <strong>WHAT ACTION ACCOMPLISHES:</strong></th>
<th>7. <strong>AGENDA:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Allows for the timely recalculation of airline rates and charges as outlined in the Airline-Airport Use and Lease Agreement and provides for a 3% lump sum incentive payment to all actively working employees.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8. <strong>AGENDA:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>CEREMONIAL/PUBLIC PRESENTATION</td>
</tr>
<tr>
<td>ADMINISTRATIVE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>9. <strong>REQUESTOR OF INFORMATION:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>(ALL REQUESTS)</td>
</tr>
<tr>
<td>NAME Brian McGonagle</td>
</tr>
<tr>
<td>DIV. Administration</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>10. <strong>BACKGROUND:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Pursuant to the Southwest Florida International Airport’s Airline-Airport Use and Lease Agreement, the Airport’s rates and fees must be recalculated annually using actual revenues received and actual expenditures paid. Any variance between the budgeted and actual fees are to be paid (or collected from) the airlines. Additionally, after the determination of airline fee settlement, those airlines that have signed the aforementioned agreement will share a portion of net remaining revenues collected during the year, less any amounts required to be deposited in other funds, pursuant to the procedures set forth in the Agreement.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>11. <strong>BACKGROUND:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>In addition, in recognition of the LCPA employees’ hard work and exceptional abilities over the past year, and based on the need to retain the highly qualified team of employees currently in place, staff recommends that the Board approve adoption of a one-time payment to incentivize LCPA employees to remain with the Authority during the fiscal year, in an amount of a three percent (3%) lump-sum payment, based on the employee’s salary level as of January 7, 2021. The intent is that this payment will be paid to eligible, active employees in good standing (i.e. not in a retired or separated capacity) to recognize their value to the</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>12. <strong>SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>APPROVED X (5-0)</td>
</tr>
<tr>
<td>APPROVED as AMENDED</td>
</tr>
<tr>
<td>DENIED</td>
</tr>
<tr>
<td>OTHER</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>13. <strong>PORT AUTHORITY ACTION:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>APPROVED</td>
</tr>
<tr>
<td>APPROVED as AMENDED</td>
</tr>
<tr>
<td>DENIED</td>
</tr>
<tr>
<td>DEFERRED to</td>
</tr>
<tr>
<td>OTHER</td>
</tr>
</tbody>
</table>
Background (continued)

organization and to encourage them to remain with LCPA. While fiscal year 2020 was challenging, the results were better than original forecasts made in April 2020. The LCPA departments did an exemplary job in their cost cutting efforts and we were able to effectively reduce our operating budget by more than 20% or approximately $7 million. In addition, we were very fortunate to receive CARES Act monies, which reduced our annual debt service by approximately $8 million, and we were able to offset operating expenses by approximately $2 million. LCPA elected to not provide for salary increases in the Fiscal Year 2020-2021 Budget, but instead to review past financial results for opportunities to reward our workforce during these challenging times. This one-time payment will be paid from Airport discretionary dollars and will have no impact on our airline partner rates, charges or revenue sharing, and furthermore will not impact future years’ budgets and airlines rates and charges. The award will cost approximately $750,000 and, again, will be based on each employee’s salary as of January 7, 2021.

Attached:
FY 2019-2020 Actual Rates & Fees Settlement
Lee County Port Authority
Actual Rates & Fees Settlement
Southwest Florida International Airport

Fiscal Year 2019-2020

LEE COUNTY PORT AUTHORITY
TABLE OF CONTENTS

A. Fee Calculation
B. Revenue & Expense Allocations
C. Passenger Statistics & Landed Weight
D. Settlement & Revenue Sharing
Summary of Revenues and Expenses for the Re-Calculation of Airline Rates & Fees
Fiscal Year 2019-2020

### Fiscal Year Ending

<table>
<thead>
<tr>
<th>Revenue/Expense</th>
<th>Adopted Budget 2020</th>
<th>Actual 2020</th>
<th>Variance</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Terminal Rental Revenue</td>
<td>$7,373,189</td>
<td>$5,356,250</td>
<td>($2,016,939)</td>
<td>-27.36%</td>
</tr>
<tr>
<td>Gate Area Revenue</td>
<td>6,547,837</td>
<td>3,495,766</td>
<td>(3,052,071)</td>
<td>-46.61%</td>
</tr>
<tr>
<td>Baggage Area Charges</td>
<td>6,704,251</td>
<td>4,546,071</td>
<td>(2,158,180)</td>
<td>-32.19%</td>
</tr>
<tr>
<td>Landing Fee Revenue</td>
<td>13,772,049</td>
<td>12,272,251</td>
<td>(1,499,798)</td>
<td>-10.89%</td>
</tr>
<tr>
<td>Apron Fee Revenue</td>
<td>2,176,272</td>
<td>2,088,674</td>
<td>(87,598)</td>
<td>-4.03%</td>
</tr>
<tr>
<td>Non Signatory Revenue</td>
<td>69,589,800</td>
<td>51,874,267</td>
<td>(17,715,533)</td>
<td>-25.46%</td>
</tr>
<tr>
<td>LCPA Transfer in Passenger Facility Charges</td>
<td>3,426,982</td>
<td>2,557,377</td>
<td>(869,605)</td>
<td>-25.38%</td>
</tr>
<tr>
<td>LCPA Transfer in FIS Revenue</td>
<td>372,760</td>
<td>239,358</td>
<td>(133,402)</td>
<td>-35.79%</td>
</tr>
</tbody>
</table>

**Total Revenue**

$109,963,140 \quad $82,430,014 \quad ($27,533,126) \quad -25.04%

### Expenses

<table>
<thead>
<tr>
<th>Expense</th>
<th>Adopted Budget 2020</th>
<th>Actual 2020</th>
<th>Variance</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>$36,324,657</td>
<td>$33,925,542</td>
<td>($2,399,115)</td>
<td>-6.60%</td>
</tr>
<tr>
<td>Operating</td>
<td>37,249,045</td>
<td>29,787,212</td>
<td>(7,461,833)</td>
<td>-20.03%</td>
</tr>
<tr>
<td>CARES funds for operating expenses</td>
<td>- (2,273,106)</td>
<td>2,088,674</td>
<td>(4,361,780)</td>
<td>-19.60%</td>
</tr>
</tbody>
</table>

**Total Expenses**

$73,573,702 \quad $61,439,648 \quad ($12,134,054) \quad -16.49%

**Net Revenue**

$36,389,438 \quad $20,990,366 \quad ($15,399,072) \quad -42.32%

**Net Funds Remaining Before Required Adjustments**

$11,702,059 \quad $4,961,897 \quad ($6,740,162) \quad -57.60%

<table>
<thead>
<tr>
<th>Adjustment</th>
<th>Amount</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less Airline Coverage Contribution - Working Capital Reserve</td>
<td>$196,516</td>
<td>-100.00%</td>
</tr>
<tr>
<td>Less ARFF Station Amortization (Airfield)</td>
<td>51,029</td>
<td>0.00%</td>
</tr>
<tr>
<td>Less Restroom Enhancement-D concourse (Terminal)</td>
<td>87,314</td>
<td>0.00%</td>
</tr>
<tr>
<td>Less Stucco Repairs (Terminal)</td>
<td>555,919</td>
<td>0.00%</td>
</tr>
<tr>
<td>Less FIDS Replacement (Terminal)</td>
<td>354,884</td>
<td>0.00%</td>
</tr>
<tr>
<td>Less ARFF Truck (Airfield)</td>
<td>71,496</td>
<td>0.00%</td>
</tr>
<tr>
<td>Less Parking Garage Restoration (Ground Transportation)</td>
<td>158,912</td>
<td>0.00%</td>
</tr>
<tr>
<td>Less ARFF Doors (Airfield)</td>
<td>160,536</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

**Net Funds Remaining**

$10,066,452 \quad $3,521,807 \quad ($6,543,645) \quad -65.01%

**LCPA Share 60%**

$6,039,271 \quad $2,113,084 \quad ($3,926,187) \quad -65.01%

**Airline Share 40%**

$4,028,181 \quad $1,408,723 \quad ($2,617,458) \quad -65.01%

### Net Signatory Rates:

<table>
<thead>
<tr>
<th>Signatory Rate</th>
<th>Amount</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Landing Fee - Signatory</td>
<td>$2.78</td>
<td>4.82%</td>
</tr>
<tr>
<td>Terminal Rental Rate - Signatory</td>
<td>$110.54</td>
<td>-26.03%</td>
</tr>
<tr>
<td>Apron Fee Per Gate - Signatory</td>
<td>$128,016</td>
<td>1.56%</td>
</tr>
<tr>
<td>Net Signatory Cost Per Enplanement</td>
<td>$6.82</td>
<td>16.05%</td>
</tr>
</tbody>
</table>

### Airport Statistics

<table>
<thead>
<tr>
<th>Statistic</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Passengers</td>
<td>9,878,331</td>
</tr>
<tr>
<td>Total Landed Weight</td>
<td>7,006,073</td>
</tr>
<tr>
<td>Total Landed Weight</td>
<td>(2,872,258)</td>
</tr>
<tr>
<td>Total Landed Weight</td>
<td>-29.08%</td>
</tr>
<tr>
<td>Total Landed Weight</td>
<td>4,728,430</td>
</tr>
<tr>
<td>Total Landed Weight</td>
<td>(802,513)</td>
</tr>
<tr>
<td>Total Landed Weight</td>
<td>-14.51%</td>
</tr>
<tr>
<td>Fiscal Year Ending</td>
<td>Budget 2020</td>
</tr>
<tr>
<td>-------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Terminal Investment Service</td>
<td>$16,170,233</td>
</tr>
<tr>
<td>Terminal Operating Expenses</td>
<td>33,204,669</td>
</tr>
<tr>
<td>Terminal Expense Operating Reserve</td>
<td>343,845</td>
</tr>
<tr>
<td>Terminal Amortization</td>
<td>998,117</td>
</tr>
</tbody>
</table>

| Total Requirement | $50,716,864 | $37,778,140 |
| Less: PFC Revenues | $3,426,982 | 2,557,377 |
| Less: FIS Credit | - | 239,358 |

| Net Requirement | $47,289,882 | $34,981,405 |
| Total Rentable Space | 427,798 | 427,798 |
| Signatory Airline Terminal Rental Rate | $110.54 | $81.77 |
| Extraordinary Coverage | - | - |
| Required Signatory Airline Terminal Rental Rate (1.25 Coverage) | $110.54 | $81.77 |
| Non Signatory Terminal Rental Rate (110%) | $121.59 | $121.59 |
| Signatory Airline Terminal Rental Space - Gates | 59,235 | 42,751 |
| Signatory Airline Terminal Rental Space - Baggage | 60,650 | 55,596 |
| Signatory Airline Terminal Rental Space - Exclusive Space | 65,106 | 64,564 |
| Non Signatory Leased Airline Space | 1,451 | 632 |

| Total Leased Airline Space | 186,442 | 163,543 |
| Signatory Airline Terminal Rental Revenue | $20,448,850 | $13,321,195 |
| Non Signatory Terminal Rental Revenue | $176,427 | $76,892 |
| Total Terminal Rental Revenue | $20,625,277 | $13,398,087 |
## Lee County Port Authority
### Southwest Florida International Airport
#### Landing Fee Rate
##### Fiscal Year 2019-2020

<table>
<thead>
<tr>
<th>Fiscal Year Ending</th>
<th>Budget</th>
<th>Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2019</td>
<td>2019</td>
</tr>
<tr>
<td>Airfield Investment Service</td>
<td>$ 5,647,238</td>
<td>$ 3,666,512</td>
</tr>
<tr>
<td>Airfield Operating Expenses</td>
<td>11,329,114</td>
<td>11,329,143</td>
</tr>
<tr>
<td>Airfield Operating Expense Reserve</td>
<td>175,253</td>
<td>7</td>
</tr>
<tr>
<td>Airfield Amortization</td>
<td>283,061</td>
<td>283,061</td>
</tr>
<tr>
<td><strong>Total Requirement</strong></td>
<td>$ 17,434,666</td>
<td>$ 15,278,724</td>
</tr>
<tr>
<td>Less: Airfield Non Airline Revenue</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Net Requirement</strong></td>
<td>$ 13,763,427</td>
<td>$ 12,342,776</td>
</tr>
<tr>
<td>Signatory Landed Weight</td>
<td>4,943,155</td>
<td>4,153,831</td>
</tr>
<tr>
<td>Non Signatory Landed Weight</td>
<td>587,788</td>
<td>574,600</td>
</tr>
<tr>
<td><strong>Total Landed Weight</strong></td>
<td>5,530,943</td>
<td>4,728,430</td>
</tr>
<tr>
<td>Landing Fee</td>
<td>$ 2.49</td>
<td>$ 2.61</td>
</tr>
<tr>
<td>Extraordinary Coverage</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Required Landing Fee (1.25 Coverage)</strong></td>
<td>$ 2.49</td>
<td>$ 2.61</td>
</tr>
<tr>
<td>Landing Fee Non-Signatory</td>
<td>$ 2.49</td>
<td>$ 2.49</td>
</tr>
<tr>
<td>Signatory Landing Fee Revenue</td>
<td>$ 12,308,457</td>
<td>$ 10,841,498</td>
</tr>
<tr>
<td>Non Signatory Landing Fee Revenue</td>
<td>$ 1,463,592</td>
<td>$ 1,430,754</td>
</tr>
<tr>
<td><strong>Total Landing Fee Revenue</strong></td>
<td>$ 13,772,049</td>
<td>$ 12,272,251</td>
</tr>
</tbody>
</table>
### Lee County Port Authority
Southwest Florida International Airport
Apron Fee Rate
Fiscal Year 2019-2020

<table>
<thead>
<tr>
<th>Fiscal Year Ending</th>
<th>Budget 2020</th>
<th>Actual 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apron Investment Service</td>
<td>$ 61,718</td>
<td>$ 40,071</td>
</tr>
<tr>
<td>Apron Operating Expenses</td>
<td>3,522,735</td>
<td>3,584,665</td>
</tr>
<tr>
<td>Apron Operating Expense Reserve</td>
<td>-</td>
<td>15,483</td>
</tr>
<tr>
<td>Total Apron Requirement</td>
<td>$ 3,584,453</td>
<td>$ 3,640,219</td>
</tr>
<tr>
<td>Total Gates</td>
<td>28</td>
<td>28</td>
</tr>
<tr>
<td>Apron Fee Per Gate</td>
<td>$ 128,016</td>
<td>$ 130,008</td>
</tr>
<tr>
<td>Leased Gates</td>
<td>17</td>
<td>16.07</td>
</tr>
<tr>
<td>Apron Fee Revenue</td>
<td>$ 2,176,272</td>
<td>$ 2,088,674</td>
</tr>
<tr>
<td>Fiscal Year Ending</td>
<td>Actual 2020</td>
<td></td>
</tr>
<tr>
<td>-------------------</td>
<td>-------------</td>
<td></td>
</tr>
<tr>
<td>Investment Service</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RSW-LOC</td>
<td>$ 68,611</td>
<td></td>
</tr>
<tr>
<td>Airport Refunding Series 2010</td>
<td>$4,772,766</td>
<td></td>
</tr>
<tr>
<td>Airport Refunding Series 2011</td>
<td>$9,515,439</td>
<td></td>
</tr>
<tr>
<td>Airport Refunding Series 2015</td>
<td>$1,671,653</td>
<td></td>
</tr>
</tbody>
</table>

| Total Debt Service (Excluding PFC’S) | $16,028,469 |
| Debt Service Costs | - |
| Total Debt Service | $16,028,469 |
| Debt Service Coverage | $4,007,117 |

| Total Investment Service | $20,035,586 |

Allocation of Investment Service to Cost Centers

<table>
<thead>
<tr>
<th>Cost Center</th>
<th>Investment Service $</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Airfield (18.3%)</td>
<td>$3,666,512</td>
<td>18.3%</td>
</tr>
<tr>
<td>Apron (0.2%)</td>
<td>$40,071</td>
<td>0.2%</td>
</tr>
<tr>
<td>Terminal (52.4%)</td>
<td>$10,498,647</td>
<td>52.4%</td>
</tr>
<tr>
<td>Ground Transportation (28.2%)</td>
<td>$5,650,035</td>
<td>28.2%</td>
</tr>
<tr>
<td>Aviation (0.6%)</td>
<td>$120,214</td>
<td>0.6%</td>
</tr>
<tr>
<td>Non Aviation (0%)</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td>Air Cargo (0.3%)</td>
<td>$60,107</td>
<td>0.3%</td>
</tr>
</tbody>
</table>

<p>| Total Investment Service | $20,035,586 |</p>
<table>
<thead>
<tr>
<th>Fiscal Year Ending</th>
<th>Budget 2020</th>
<th>Actual 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signatory Landing Fee Revenues</td>
<td>$12,308,457</td>
<td>$10,841,498</td>
</tr>
<tr>
<td>Signatory Terminal Rental Revenue</td>
<td>20,448,850</td>
<td>13,321,195</td>
</tr>
<tr>
<td>Signatory Apron Revenue</td>
<td>2,176,272</td>
<td>2,088,674</td>
</tr>
<tr>
<td><strong>Total Signatory Passenger Airline Revenue</strong></td>
<td>$34,933,579</td>
<td>$26,251,366</td>
</tr>
<tr>
<td>Less: Revenue Sharing</td>
<td>(4,026,181)</td>
<td>(1,408,723)</td>
</tr>
<tr>
<td>Less: Extraordinary Coverage</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
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<td>Net Signatory Cost per Enplanement</td>
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<td>$7.68</td>
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# Lee County Port Authority
Southwest Florida International Airport
Non Signatory Revenues
Fiscal Year 2019-2020

<table>
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<tr>
<th>Revenue Source</th>
<th>Total RSW</th>
<th>Airfield</th>
<th>Apron</th>
<th>Terminal</th>
<th>Ground Transportation</th>
<th>Aviation</th>
<th>Air Cargo</th>
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<td>Less PFC'S</td>
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<td>Less FIS</td>
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## Distribution of Operating Expenditures
### Fiscal Year 2019-2020

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<th>Airfield</th>
<th>Apron</th>
<th>Terminal</th>
<th>Ground</th>
<th>Aviation</th>
<th>Non Aviation</th>
<th>Air Cargo</th>
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### Operating Expenditures

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<th>Ground</th>
<th>Aviation</th>
<th>Non Aviation</th>
<th>Air Cargo</th>
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<td>Dec</td>
<td>Jan</td>
<td>Feb</td>
<td>Mar</td>
<td>Apr</td>
<td>May</td>
<td>Jun</td>
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Lee County Port Authority  
Southwest Florida International Airport  
Actual Enplaned Passengers  
Fiscal Year 2019-2020

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**Total Signatory**  
278,796 | 400,911 | 471,791 | 522,718 | 556,525 | 434,376 | 34,272 | 70,568 | 112,598 | 124,706 | 112,500 | 113,752 | 3,233,535

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**Total Affiliate**  
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**Total Signatory & Affiliate**  

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**Total Non Signatory**  
15,425 | 29,400 | 33,270 | 38,784 | 43,365 | 42,974 | 1,490 | 3,748 | 2,965 | 3,603 | 2,663 | 2,737 | 220,424 |

**Total Enplanements**  
301,511 | 436,243 | 512,420 | 571,428 | 610,381 | 483,206 | 35,897 | 76,908 | 124,389 | 133,335 | 117,851 | 124,707 | 3,528,276
### Lee County Port Authority

Southwest Florida International Airport

**Total Passengers**

**Fiscal Year 2019-2020**

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## Lee County Port Authority
### Southwest Florida International Airport
### Revenue Sharing Allocation
### Fiscal Year 2019-2020

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<tr>
<th>Airline</th>
<th>Enplaned Passengers</th>
<th>% of Total</th>
<th>Revenue Sharing</th>
<th>Airline Settlement</th>
<th>Total Airline Disbursement</th>
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<td>Frontier</td>
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<td>United &amp; Affiliates</td>
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<td><strong>1,408,723</strong></td>
<td><strong>3,159,447</strong></td>
<td><strong>4,568,170</strong></td>
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### BOARD OF PORT COMMISSIONERS
OF THE
LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board approve use of Florida State Contract # NVP #AR233 (14-19) FL #43220000-WSCA-14-ACS to purchase 31 switches for use in the Passenger Boarding Bridge replacement project for a total cost of $283,975 which includes a 10% contingency.

2. **FUNDING SOURCE:** 20860841234.506542

3. **TERM:** N/A

4. **WHAT ACTION ACCOMPLISHES:** Provides for the purchase of 31 switches and associated hardware/software to be used in conjunction with the new passenger boarding bridges.

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

6. **ASMC MEETING DATE:** 12/15/2020

7. **BoPC MEETING DATE:** 1/21/2021

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

9. **REQUESTOR OF INFORMATION:**
   (ALL REQUESTS)
   NAME_ Brian McGonagle____
   DIV. Administration____

10. **BACKGROUND:**
    Southwest Florida International Airport has twenty-seven gates equipped with passenger boarding bridges (PBB). LCPA is replacing these boarding bridges with new boarding bridges that include a computer preventative maintenance system and security cameras that will require network access.

    To enable network access LCPA IT will procure and install 31 Cisco network switches using a competitively bid Florida State contract. Total cost of switches and licenses is $258,159.40. This amount is included in the total project budget for the replacement of the Passenger Boarding Bridges.

    Attached:
    Quote COQO-3057
    1597949686_Data Communications-Cisco-FL-2014-2019-PA-Executed_Amend 3
    Cisco Switches for jetbridges- United Data Technologies

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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<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>
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12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**
   - [ ] APPROVED X (5-0)
   - [ ] APPROVED as AMENDED
   - [ ] DENIED
   - [ ] OTHER

13. **PORT AUTHORITY ACTION:**
   - [ ] APPROVED
   - [ ] APPROVED as AMENDED
   - [ ] DENIED
   - [ ] DEFERRED to
   - [ ] OTHER
**Customer**
Lee County Port Authority (8847)
Papp, Derek
11000 Terminal Access Rd Ste 8671
Fort Myers, FL 339138213
United States
(P) 239-590-4541

**Bill To**
Lee County Port Authority
Murray, Phillip
11000 Terminal Access Rd Ste 8671
Fort Myers, FL 339138213
United States
(P) 239-590-4541
pmurray@flylcpa.com

**Ship To**
Lee County Port Authority
Murray, Phillip
11000 Terminal Access Rd Ste 8671
Fort Myers, FL 339138213
United States
(P) 239-590-4541
pmurray@flylcpa.com

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<tr>
<th>#</th>
<th>Description</th>
<th>Part #</th>
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<th>Unit Price</th>
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<td>4</td>
<td>Cisco Nexus 7700 M3-Series Switch - L3 - 48 x 1 Gigabit / 10 Gigabit SFP+ - plug-in module</td>
<td>N77-M348XP-23L=</td>
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**Notes**
NVP #AR233 (14-19) FL #43220000-WSCA-14-ACS

United Data Technologies's (UDT) quotation sale, and/or acceptance of Client's purchase order for UDT's Products and/or Services is expressly conditioned upon Client's acknowledgment and acceptance to UDT's Terms and Conditions and, if applicable, any End User Licensing Agreement. Customer's acceptance of UDT's Products and/or Services is also deemed by the Parties to be Customer's acknowledgment and acceptance of such terms.

Notwithstanding the foregoing, these Terms and Conditions shall be superseded by the terms and conditions in any Services Agreement executed between Client and UDT for the Products and Services offered in this Quote.
The client may accept to purchase the Products listed in this Quote by Client’s Purchase Order or by signing and returning a copy of this Quote to UDT. The client’s acceptance of any of UDT’s services requires a written Service Agreement to be executed between the Client and UDT.

CLIENT HEREBY ACCEPTS TO PURCHASE THE PRODUCTS LISTED IN THIS QUOTE AND AGREES TO BE BOUND TO THE TERMS AND CONDITIONS INCLUDED HEREIN.

**Client**

Name: ____________________________________________
Title: _____________________________________________
Signature: _________________________________________
Date: _____________________________________________

5. -
AMENDMENT NO.: 3  
Contract No.: 43220000-WSCA-14-ACS  
Contract Name: Data Communication Products & Services

This Amendment No. 3 ("Amendment"), effective upon the date of the last signature below, to Alternate Contract Source No. 43220000-WSCA-14-ACS, Data Communication Products & Services ("Participating Addendum"), is entered into between the State of Florida (State), Department of Management Services ("Department"), and Cisco Systems Inc. ("Contractor"), collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Participating Addendum, unless otherwise defined herein.

WHEREAS, the Department entered into the Participating Addendum with the Contractor for the provision of data communication products and services, effective September 17, 2014 (despite an inadvertent reference to an effective date of July 15, 2015, in Amendment No. 2 to the Participating Addendum);

WHEREAS, the Parties agreed that the Participating Addendum may be amended by mutual agreement as provided in section 42, Modification of Terms, of Exhibit C, PUR 1000, to the Participating Addendum; and

WHEREAS, the Master Agreement was amended to extend the term through May 31, 2021, and the Parties wish to amend the term of the Participating Addendum in accordance with the Master Agreement through May 31, 2021, and to include current statutorily-required provisions.

THEREFORE, in consideration of the mutual promises contained below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

I. Amendment. The Participating Addendum is hereby amended as follows:

A. Subsection 3.B.3.d. is replaced in its entirety with the following language:

"Term: The Participating Addendum will expire on May 31, 2021, unless terminated earlier by the Department or extended in accordance with the Master Agreement."

B. Subsection 3.B.3.c. is replaced in its entirety with the following language:

c.1. Discriminatory Vendors: In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Participating Addendum. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Participating Addendum.

c.2. Cooperation with Inspector General and Records Retention. Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request
AMENDMENT NO.: 3
Contract No.: 43220000-WSCA-14-ACS
Contract Name: Data Communication Products & Services

of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor’s integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Participating Addendum. The Contractor will retain such records for the longer of five (5) years after the expiration of the Participating Addendum or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State’s Records Management website. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor’s compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Participating Addendum.

c.3. Cooperation with Customer. The Contractor agrees to cooperate with the Department and Customers and perform all actions necessary to assist with all tasks in furtherance of the Department’s and Customer’s efforts to comply with the obligations under Titles 60FF and 60GG of the Florida Administrative Code (F.A.C.), as applicable. This includes, but is not limited to, adherence to the cloud computing requirements set forth in Chapter 60GG-4, F.A.C.

C. Subsection 3.B.3.j. is amended to incorporate the following supplemental language:

(e) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

II. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Participating Addendum, the terms of this Amendment shall control.
AMENDMENT NO.: 3
Contract No.: 43220000-WSCA-14-ACS
Contract Name: Data Communication Products & Services

III. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

IV. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Participating Addendum shall continue in full force and effect.

State of Florida:
Department of Management Services

By: 

Name: Jonathan R. Satter
Title: Secretary
Date: 5/29/2020 | 10:48 AM EDT

Contractor:
Cisco Systems Inc.

By: Jenn Pate

Name: Jenn Pate
Title: Authorized Signatory
Date: May 28, 2020

APPROVED BY LEGAL
AMENDMENT NO.: 2
Contract No.: 43220000-WSCA-14-ACS
Contract Name: Data Communication Products & Services

This Amendment ("Amendment") effective upon the date of the last signature below for the Data Communication Products & Services agreement between the State of Florida, Department of Management Services ("Department") and (Cisco Systems Inc.) ("Contractor") are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Master Agreement and the Participating Addendum unless otherwise defined herein.

WHEREAS, on July 15, 2015, the Department entered into an Alternate Contract Source agreement with Cisco Systems Inc. for the provisions of Data Communication Products and Services; and

WHEREAS, the Utah NASPO Value Point (VP) Master Agreement (AR233) was amended to extend the term of the Master Agreement through May 31, 2020; and

WHEREAS, the Parties agreed that the Contract may be amended by mutual agreement as provided in section 42 ("Modification of Terms") of the PUR 1000 incorporated into the Contract; and

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged, the Parties agree to the following:

I. Amendment. The Participating Addendum is hereby amended to replace Subsection (B.3.c) in its entirety with the following:

Effective Date: The Participating Addendum became effective July 15, 2015 and will expire on May 31, 2020, unless terminated earlier by the Department.

II. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Participating Addendum, the terms of this Amendment shall control.

III. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

IV. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Participating Addendum shall continue in full force and effect.

State of Florida:
Department of Management Services

By: ____________________________
Name: David Clark
Title: Chief of Staff
Date: 5/28/19

Contractor:
(Cisco Systems Inc.)

By: ____________________________
Name: Jenn Pate
Title: Authorized Signatory
Date: May 2, 2019

Data Communications Products & Services
ACS No.: 43220000-WSCA-14-ACS

APPROVED BY LEGAL
Page 1 of 1
PARTICIPATING ADDENDUM  
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION  
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19  
Administered by the State of Utah (hereinafter “Lead State”)  

MASTER AGREEMENT  
Cisco Systems, Inc.  
Master Agreement No: AR233  
(hereinafter “Contractor”)  

And  

[State of Florida Alternate Contract Source Number 43220000-WSCA-14-ACS]  
(hereinafter “Participating State/Entity”)  

1. **Scope:** This addendum covers the Data Communications Products and Services 14-19 contracts led by the State of Utah for use by state agencies and other entities located in the Participating State/Entity authorized by that state’s statutes to utilize state/entity contracts with the prior approval of the state’s chief procurement official.  

2. **Participation:** Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state’s statutes to use state/entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.  

3. **Participating State Modifications or Additions to Master Agreement:**  
(These modifications or additions apply only to actions and relationships within the Participating Entity.)  

A. **Eligible Users**  
State agencies and other eligible users (hereinafter collectively referred to as "Eligible Users" or an "Eligible User") may make purchases from this Agreement pursuant to the terms and conditions of the Contract as modified and supplemented herein.  

B. **Changes and Additions to the Contract**  

1. Upon execution of this Alternate Contract Source (ACS) agreement, the Department of Management Services (Department) and all Eligible Users may purchase products and services under the WSCA-NASPO contract No. 7wn2002 for Data Communications Equipment & Services, Exhibit A.  

2. The Department and Eligible Users acknowledge and agree to be bound by the terms and conditions of Exhibit A, except as otherwise specified in this ACS.  

3. The following are modifications to Exhibit A.
PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19
Administered by the State of Utah (hereinafter “Lead State”)

MASTER AGREEMENT
Cisco Systems, Inc.
Master Agreement No: AR233
(hereinafter “Contractor”)

And

[State of Florida Alternate Contract Source Number 43220000-WSCA-14-ACS]
(hereinafter “Participating State/Entity”)

Page 2 of 12

a. Prices: The prices of the ACS are set forth in the attached Exhibit B, "State of Florida Price List," and are incorporated herein.

b. PUR 1000 Form: The Department Purchasing Form PUR 1000 is attached hereto and incorporated herein as Exhibit C.

c. Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:
   • submit a bid on a contract to provide any goods or services to a public entity;
   • submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
   • submit bids on leases of real property to a public entity;
   • be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
   • transact business with any public entity.

d. Effective Date: The ACS shall become effective on the last date signed below and is coterminous with Exhibit A, unless terminated earlier by the Department. Exhibit A specifies the term as June 1, 2014 through May 31, 2019 with no renewal options identified.

e. Vendor Registration and Transaction Fees: In order to complete any transaction between a Buyer and the Vendor, the Vendor must be registered with the Department of State, Division of Corporations (www.sunbiz.org) and in MvFloridaMarketPlace. Section 287.042(1)(h), Florida Statutes, and Rule 60A-1.031, Florida Administrative Code, is hereby incorporated by reference. All transactions are subject to a transaction fee pursuant to the rule.

f. Orders: In order to procure products and services hereunder, Eligible Users shall issue purchase orders or use a Purchasing Card which shall reference this ACS. Eligible Users are responsible for reviewing the terms and conditions of this ACS.
PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
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MASTER AGREEMENT
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(hereinafter “Contractor”)

And

[State of Florida Alternate Contract Source Number 432200000-WSCA-14-ACS]
(hereinafter “Participating State/Entity”)

and Exhibit A. Neither the Department nor WSCA-NASPO is a party to any purchase order issued hereunder.

g. Compliance with Laws: The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Rule 60A-1 of the Florida Administrative Code govern the ACS. By way of further non-exhaustive example, the Contractor shall comply with section 274A of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any laws, rules, codes, ordinances, or licensing requirements shall be grounds for Contract termination or nonrenewal of the contract.

h. Other Eligible Users: If any additional ordinance, rule, or other local governmental authority requires additional contract language before an Eligible User can make a purchase from the ACS referenced above, in lieu of this ACS, the Eligible User is responsible for signing a separate contract with the Contractor, capturing that additional contract language.

i. Provisions of section 287.058, Florida Statutes: The provisions of section 287.058(1)(a)-(c) and (g), Florida Statutes, are hereby incorporated by reference.

j. Public Records: If, under this contract, the Contractor is providing services and is acting on behalf of the Department as provided under subsection 119.011(2), Florida Statutes, the Contractor, subject to the terms of paragraph 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:
(a) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.
(b) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does
not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
(d) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department. The Department may unilaterally cancel this Contract for refusal by the Service Provider to comply with this section by not allowing public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and subsections 119.07(1).

k. The State of Florida’s performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The vendor shall comply with section 11.062, Florida Statutes and section 216.347, Florida Statutes, prohibiting use of funds to lobby the Legislature, Judicial, or state agencies.

C. Contract Number
All purchase orders issued by Eligible Users within the State of Florida shall include the Department of Management Service’s contract number, 43220000-WSCA-14-ACS, unless otherwise provided by Florida Law, statute, rule or this ACS. State agencies will not be required to submit an ACS form for purchases related to this ACS.

D. Contract Document
This ACS and its Exhibits set forth the entire agreement between the parties with respect to the subject matter of this ACS. The terms and conditions of this ACS and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.
PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19
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MASTER AGREEMENT
Cisco Systems, Inc.
Master Agreement No: AR233
(hereinafter "Contractor")

And

[State of Florida Alternate Contract Source Number 43220000-WSCA-14-ACS]
(hereinafter "Participating State/Entity")

E. Event of Dispute
In the case of an ambiguity which requires extrinsic evidence to determine the intent of the parties, the following documents shall have priority in the order set forth below:

1. This Participating Addenda
2. Exhibit B, State of Florida Price List
3. Exhibit C, PUR 1000
4. Exhibit A, State of Utah WSCA-NASPO Agreement 7wn2002, Data Communications Equipment & Services
5. Exhibit D, Preferred Pricing Affidavit

F. Intellectual Property
The parties do not anticipate that any intellectual property will be developed as a result of this ACS. However, any intellectual property developed as a result of this ACS will belong to and be the sole property of the Eligible User. This provision will survive the termination or expiration of the ACS.

G. Employment Eligibility Verification
Pursuant to State of Florida Executive Orders Nos.: 11-02 and 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the ACS term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state ACS utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the ACS term.

H. State of Florida Price List
The Contractor shall provide, as Exhibit B, to the Department's Contract Administrator (Participating Entity Contact) a copy of the product and services price list, which shall be posted on the Department's website. If the Contractor's price list will be the same as the WSCA-NASPO price list, the Contract must advise the Contract Administrator and the Department will post a link on the Department's website to the price list posted on the WSCA-
PARTICIPATING ADDENDUM
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NASPO website. Contractors are encouraged to provide special pricing and/or tiered discount rates applicable to State of Florida Eligible Users wherever possible.

I. Preferred Price Affidavit Requirement
The Department will provide the Preferred Pricing Affidavit, incorporated by reference as the attached Exhibit D, for completion by an authorized representative of the Contractor attesting that the Contractor is in compliance with the best pricing provision in Section 4(b) of the PUR 1000 form. The Contractor agrees to submit to the Department, at least annually, the completed Preferred Pricing Affidavit.

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

K. Ordering Instructions
The focus is to direct the Eligible User with the proper method of purchasing the goods and/or services awarded based on direction from the Eligible User and previous experience with such commodities.

1. The Contractor agrees to meet the following requirements:
   a. Provide appropriate contact information for Eligible Users to use for product and/or service inquiries and purchases, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the statewide contract; and

   b. If orders are to be sent to resellers or distributors for fulfillment then the Contractor is responsible for providing this list of authorized resellers or
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distributors for use; and

c. The accuracy of this information must be maintained by Contractor throughout the duration of the ACS; and

2. Contractor must be able to accept Purchase Orders (PO) via fax, e-mail, or cXML as identified in L.1 below.

L. Electronic Invoicing
The Contractor shall supply electronic invoices in lieu of paper-based invoices for those transactions processed through the MFMP within ninety (90) days from contract effective date. Electronic invoices shall be submitted to the agency through the Ariba Supplier Network (ASN) in one of three mechanisms as listed below:

1. cXML (commerce eXtensible Markup Language)
This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the ASN for catalog and non-catalog goods and services. The cXML format is the Ariba preferred method for e-Invoicing.

2. EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the ASN for catalog and non-catalog goods and services.

3. PO Flip via ASN
The online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their Inbox in their AN account by simply “flipping” the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is
authorized and empowered to and hereby grants the State and the third party provider of MFMP, a state contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the ACS.

The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing upon contract award.

M. Contract Quarterly Reports
Each Contractor shall submit a Quarterly Report in the required format electronically to the Department Contract Manager within 30 days of the end of the quarter. The Department reserves the right to require the Contractor to provide additional reports within 30 days written notice. Failure to provide the Quarterly Report or other reports requested by the Department may result in the Contractor being found in default and may result in termination of the ACS.

Initiation and submission of the Report are the responsibility of the Contractor without prompting or notification by the Contract Manager.

Sales will be reviewed on a quarterly basis. Should no sales be recorded in two consecutive contract quarters, the Department may terminate the contract.

N. Business Review Meetings
The Department reserves the right to schedule business review meetings as frequently as necessary. The Department will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Department for review and acceptance. The Contractor shall address the agenda items and any of the Department's additional concerns at the meeting. Failure to comply with this section may result in the Contractor being found in default and contract termination.
O. Commitment to Diversity in Government Contracting
The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, wartime-, and service-disabled veteran business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, wartime-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or osdhelp@dms.myflorida.com.

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

P. Subcontractors
The contractor may use a subcontractor in order to provide adequate network infrastructure equipment and services. All subcontractors shall be the direct responsibility of the Contractor that entered into such subcontract. The Contractor is responsible for all liability, terms and conditions within the contract. If a subcontractor is authorized to conduct business on behalf of the Contractor and the subcontractor is to receive compensation from the Contractor for its services, then any dispute between the Contractor and the subcontractor shall be resolved between the Contractor and the subcontractor. The State of Florida is not a party to any agreement entered into between the Contractor and its subcontractor(s). The Contractor shall be responsible to report all contract sales (and pay any associated MFMP transaction fees), including those of any such subcontractors and shall ensure that all such subcontractors meet the following requirements:

- Have an ACTIVE Registration with the Department of State, Division of Corporations (www.sunbiz.org)
PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
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MASTER AGREEMENT
Cisco Systems, Inc.
Master Agreement No: AR233
(hereinafter “Contractor”)

And

[State of Florida Alternate Contract Source Number 43220000-WSCA-14-ACS]
(hereinafter “Participating State/Entity”)

- Registered in the MFMP Vendor Information Portal
  (https://vendor.myfloridamarketplace.com)
- Not be on the State of Florida’s Convicted, Suspended, or Discriminatory lists
  http://www.dms.myflorida.com/business_operations/State_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists
- Have a copy of e-Verify Status on file
- Have a current W-9 filed with the Florida Department of Financial Services
  (https://flvendor.myfloridacfo.com)

Q. Warrant of Authority
Each person signing this Participating Addendum warrants that he or she is duly authorized to
do so and to bind the respective party.

4. Lease Agreements: Agencies may lease equipment through alternative financing
arrangements other than through the State of Florida Consolidated Equipment Financing
Program (CEFP). This option is governed by sections 287.063 and 287.064, Florida Statutes,
and Rule 69I-3, Florida Administrative Code. The Department of Financial Services (DFS)
Finance and leasing Section will review proposed leases to determine compliance with all
requirements and to ensure leases are economical and cost effective. The Contractor and
Eligible User (working together) will be required to complete and submit to DFS the Checklist –
Approval to Lease Equipment form. A copy of the form may be found at the DFS website:
http://www.myfloridacfo.com/Division/AA/Forms/default.htm

Prior approval of the Chief Financial Officer (as defined in Section 17.001, Florida Statutes) is required
for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of
the Category Two amount established by section 287.017 of the Florida Statutes. All State agencies
are urged to review the Chief Financial Officer’s latest memorandum addressing leases and deferred-
payment purchases of equipment when considering the leasing or purchasing of equipment.
DFS memos can be found at: http://www.myfloridacfo.com/Division/AA/Memos/default.htm.
PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
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(hereinafter “Contractor”)

And

[State of Florida Alternate Contract Source Number 43220000-WSCA-14-ACS]
(hereinafter “Participating State/Entity”)

5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Name</th>
<th>Address</th>
<th>Telephone</th>
<th>Fax</th>
<th>E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Mimi Farr</td>
<td>170 West Tasman Dr., San Jose, CA 95134</td>
<td>408-527-2627</td>
<td></td>
<td><a href="mailto:mimnguye@cisco.com">mimnguye@cisco.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Participating Entity</th>
<th>Name</th>
<th>Address</th>
<th>Telephone</th>
<th>Fax</th>
<th>E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Brian Leger</td>
<td>4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950</td>
<td>(850) 410-0978</td>
<td>(850) 414-6122</td>
<td><a href="mailto:Brian.Leger@dms.myflorida.com">Brian.Leger@dms.myflorida.com</a></td>
</tr>
</tbody>
</table>

6. Subcontractors: All [contractor] dealers and resellers authorized in the State of Florida, as shown on the dedicated [contractor’s] (cooperative contract) website, are approved to provide sales and service support to participants in the WSCA-NASPO Master Price Agreement. The [contractor] dealer’s participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Orders: Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.
PARTICIPATING ADDENDUM
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Master Agreement No: AR233
(hereinafter "Contractor")

And

[State of Florida Alternate Contract Source Number 43220000-WSCA-14-ACS]
(hereinafter "Participating State/Entity")

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

<table>
<thead>
<tr>
<th>Participating State:</th>
<th>Contractor:</th>
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</thead>
<tbody>
<tr>
<td>Florida</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>By:</th>
<th>By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kelley Scott</td>
<td>Brian Fukuhara</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name:</th>
<th>Name:</th>
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<tbody>
<tr>
<td>Kelley Scott</td>
<td>Brian Fukuhara</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title:</th>
<th>Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director of State Purchasing and Chief Procurement Officer</td>
<td>Vice President Finance</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/17/14</td>
<td>SEP 15 2014</td>
</tr>
</tbody>
</table>

[Additional signatures as required by Participating State]

APPROVED BY LEGAL

For questions on executing a participating addendum, please contact:

WSCA-NASPO

<table>
<thead>
<tr>
<th>Cooperative Development Coordinator</th>
<th>Paul Stembler</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone</td>
<td>651-206-3858</td>
</tr>
<tr>
<td>E-mail</td>
<td></td>
</tr>
</tbody>
</table>
AMENDMENT NO. 1
PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Cisco Systems, Inc.
Master Agreement No: AR233
(hereinafter "Contractor")

And

[State of Florida Alternate Contract Source Number 43220000-WSCA-14-ACS]
(hereinafter "Participating State/Entity")

This Amendment No. 1 ("Amendment") is effective as of the last date signed below and is approved in accordance with applicable law.

The parties hereto agree to amend the Participating Addendum as follows:

1. Section 3. B., Changes and Additions to the Contract, Subsection 1, is hereby revised as follows:

1. Upon execution of this Alternate Contract Source (ACS) agreement, the Department of Management Services (Department) and all Eligible Users may purchase products and services under the WSCA-NASPO Master Agreement AR233 for Data Communications Equipment & Services, Exhibit A.

2. Section 3. E., Event of Dispute, Subsection 4, is hereby revised as follows:

4. Exhibit A, State of Utah WSCA-NASPO Master Agreement AR233, Data Communications Equipment & Services

Except as expressly amended above, all other terms and conditions of the Participating Addendum remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

<table>
<thead>
<tr>
<th>Participating State: Florida</th>
<th>Contractor: Cisco Systems, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Name:</td>
<td>Name:</td>
</tr>
<tr>
<td>Kelley Scott</td>
<td>Brian Fukunara</td>
</tr>
<tr>
<td>Title:</td>
<td>Title:</td>
</tr>
<tr>
<td>Director of State Purchasing and Chief Procurement Officer</td>
<td>Vice President Finance</td>
</tr>
<tr>
<td>Date: 10/21/14</td>
<td>Date: OCT 07 2014</td>
</tr>
</tbody>
</table>

APPROVED BY LEGAL
# LEE COUNTY PORT AUTHORITY

## UTILIZATION OF OTHER COMPETITIVELY PROCURED CONTRACTS

<table>
<thead>
<tr>
<th>Date:</th>
<th>11-16-2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board Approval Req:</td>
<td>☒ Yes / No ☐</td>
</tr>
<tr>
<td>Vendor:</td>
<td>Cisco Systems, Inc. via reseller United Data Technologies</td>
</tr>
<tr>
<td>Contract Number:</td>
<td>#43220000-WSCA-14-ACS</td>
</tr>
<tr>
<td>Solicited by:</td>
<td>State of Utah utilized by Florida Department of Management Services</td>
</tr>
<tr>
<td>Renewal(s):</td>
<td>No Renewals</td>
</tr>
<tr>
<td>Cost:</td>
<td>$258,159.40</td>
</tr>
<tr>
<td>Client:</td>
<td>Information Technology (AIS)</td>
</tr>
<tr>
<td>Procurement Agent:</td>
<td>Corbin Eiland</td>
</tr>
<tr>
<td>Contact Information:</td>
<td>Joy Geller 850-410-0978 <a href="mailto:Joy.geller@dms.fl.gov">Joy.geller@dms.fl.gov</a></td>
</tr>
</tbody>
</table>

### NOTICE OF WRITTEN DETERMINATION

The Lee County Port Authority Purchasing Office is providing a notice of written determination that the referenced purchase has been reviewed and is found to be in the best interest of the Authority to take advantage of efficiencies in the procurement process based on the following findings.

<table>
<thead>
<tr>
<th>Product/Service being requested: Cisco Switches and Components for Passenger Boarding Bridges</th>
</tr>
</thead>
<tbody>
<tr>
<td>The contract has been evaluated and found to be appropriate because:</td>
</tr>
<tr>
<td>☒ Competitive requirements have been met.</td>
</tr>
<tr>
<td>☒ Conforms to all applicable laws and best practices.</td>
</tr>
<tr>
<td>☒ Specs, price, terms and conditions produce best value.</td>
</tr>
<tr>
<td>☒ The lead agency has been contacted and has verified eligibility.</td>
</tr>
<tr>
<td>☒ There are no known vendor performance or contract compliance issues.</td>
</tr>
<tr>
<td>☒ The vendor is appropriately insured and licensed to do business in the State of Florida.</td>
</tr>
<tr>
<td>☒ The term of the agreement to be piggybacked: through 5/31/21 Renew Terms 0</td>
</tr>
<tr>
<td>☒ Other. <strong>LCPA Purchasing Manual Section 5.3 (A)</strong>_________________________________________</td>
</tr>
</tbody>
</table>

The advantages of utilizing this method of procurement include:

- **Cost Savings.** Explain: Utilizing an existing Participation Addendum will save the Authority time and money. The Client and Purchasing Department will have the ability to purchase in a timely manner at the buying power of established discounted pricing.
- ☐ Improved terms. Explain: ______________________________________________________________
- ☐ Other. Explain: ________________________________________________________________

Purchases of $100,000 or more require approval of the Lee County Board of Port Commissioners.

Approved by:

Melissa M. Wendel, CPPO
Procurement Manager
**BOARD OF PORT COMMISSIONERS**  
**OF THE**  
**LEE COUNTY PORT AUTHORITY**

1. **REQUESTED MOTION/PURPOSE:** Request Board approve a “First Amendment to Lease of Terminal Space at Southwest Florida International Airport” with WestJet.

2. **FUNDING SOURCE:** n/a

3. **TERM:** commenced January 15, 2009; continuing month-to-month

4. **WHAT ACTION ACCOMPLISHES:** Amends the lease to allow WestJet to relocate its airline ticket office space within the terminal building

5. **CATEGORY:** Consent Agenda

6. **ASMC MEETING DATE:** 12/15/2020

7. **BoPC MEETING DATE:** 1/21/2021

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

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

10. **BACKGROUND:**

WestJet operates passenger service to and from Southwest Florida International Airport under a “Nonparticipating Airline Airport Use Permit” agreement with the Authority dated September 12, 2005. WestJet also leases airline ticket office space pursuant to a “Lease of Terminal Space at Southwest Florida International Airport” dated May 11, 2009. WestJet now desires to relocate its leased ticket office space within the terminal building.

This proposed amendment to the terminal space lease will allow WestJet to relocate to Rooms #2064B and #2064C, containing a total of approximately 212 square feet, located on the second floor of the terminal building, effective December 1, 2020. The Authority will retain the right, in its sole discretion, to reclaim Room #2064C upon thirty (30) days advance written notice.

The term of the lease will remain month-to-month, and rent will increase proportionally, to $1,789.46 per month. The proposed amendment also includes updated provisions regarding door locks and keys as well as civil rights and nondiscrimination. All other terms of the lease will remain unchanged.

Attachments:
1. Contract Summary
2. Proposed lease amendment

11. **RECOMMENDED APPROVAL**

<table>
<thead>
<tr>
<th>DEPUTY EXEC DIRECTOR</th>
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<td>Brian W. McGonagle</td>
<td>Gregory S. Hagen</td>
<td>Benjamin R. Siegel</td>
</tr>
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</table>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**
   - APPROVED X (5-0)
   - 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 in italics]

Type of Agreement: Lease of Midfield Terminal Space

Carrier: Westjet
   Suite 201
   1601 Airport Road N.E.
   Calgary, Alberta, Canada T2E6Z8

Leased Premises: one ticket office (approximately 148 square feet) on the second floor of the Midfield terminal
[Relocated to Room #2064B and #2064C, totaling approximately 212 square feet located on the second floor of the RSW terminal building, effective December 1, 2020.]

Allowed Use(s): airline ticket office space

Term of Lease: term commenced January 15, 2009, and continues month-to-month

Rents and Fees: monthly rent of $1,231.48; subject to change by the Authority October 1, 2009, and not more frequently than annually thereafter, by giving at least 30 days advance written notice of such change.
[This relocation increases the monthly rent to $1,789.46 per month effective December 1, 2020.]

Security/Perf. Guaranty: $6,400

Insurance Requirements: Lessee must keep in force insurance required by its use agreement

**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
LEASE OF TERMINAL SPACE AT
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

THIS AMENDMENT is entered into this ___ day of ____________, 20___, by and between LEE COUNTY PORT AUTHORITY, a political subdivision of the State of Florida (herein referred to as "Authority") with offices at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913, and WESTJET, a partnership formed pursuant to the laws of Alberta, Canada (herein referred to as "Lessee"), with offices at Suite 201, 1601 Airport Road N.E., Calgary, Alberta, Canada T2E6Z8.

Background

The Authority operates Southwest Florida International Airport, located at Fort Myers, in Lee County, Florida (the "Airport"). Lessee is an air carrier which operates passenger service to and from the Airport. Lessee uses the Airport's facilities pursuant to an agreement with the Authority entitled "Nonparticipating Airline Airport Use Permit" dated September 12, 2005 (herein the "Nonparticipating Permit"). Authority and Lessee are also parties to a "Lease of Terminal Space at Southwest Florida International Airport" dated May 11, 2009 (herein referred to as the "Lease"). Lessee desires to relocate to a larger leased premises within the Airport terminal.

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

1. CHANGE IN LEASED PREMISES

Effective December 1, 2020, Article 1 ("DESCRIPTION OF LEASED PREMISES") of the Lease is hereby amended such that:

a. The Leased Premises described in Article 1 of the Lease as:

"Room # 2065A, comprising one ticket office of approximately 148 square feet, located on the second floor, and shown as "Leased Premises" on Exhibit A attached hereto."

Will be deleted and replaced with the following:

Room #2064B and Room #2064C, comprising two ticket offices of approximately 132 and 80 square feet respectively, located on the second floor, as shown on the Revised Exhibit A attached hereto.

b. "Exhibit A" of the Lease shall be deleted and replaced with the attached "Revised Exhibit A."

c. Article 1 shall include the following:

"Notwithstanding anything to the contrary contained herein, the Authority reserves the right, in its sole discretion, to reclaim Room #2064C for its own purposes by providing Lessee with at least thirty (30) days advance written notice. If the Authority exercises its right to reclaim Room #2064C then upon the date said space is reclaimed, the monthly rent identified in Article 4 shall be adjusted in proportion to the leased space being retained by Lessee. The proportionate share of the monthly rent attributable to Room #2064C shall be prorated for any partial month."

2. CHANGE IN RENT

Effective December 1, 2020, the monthly rent set forth in the first sentence of Article 4 ("RENT") of the Lease is
increased from $1,231.48 to $1,789.46 per month.

3. **DOOR LOCKS AND KEYS**

   Section 7.1 of the Lease (entitled "Initial Condition") is hereby amended to include the following:

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

4. **CIVIL RIGHTS AND TITLE VI**

   The following is added to the Lease as Article 17:

   **ARTICLE 17**
   **CIVIL RIGHTS AND TITLE VI**

   **Section 17.1 General Civil Rights Provisions.** Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefitting from Federal assistance. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee. This provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
Section 17.2 Compliance with Nondiscrimination

Requirements. During the performance of this contract, Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

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

B. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

C. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

D. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its
facilities as may be determined by the Port Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Port Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the Port Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

F. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs A through F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Port Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Port Authority to enter into any litigation to protect the interests of the Port Authority. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
Section 17.3 Transfer of Real Property Acquired or Improved Under the Airport Improvement Program.

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

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

Section 17.4 Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

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

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

Section 17.5 Title VI List of Pertinent

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

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC §
6. -

7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 - 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating
because of sex in education programs or activities (20 USC 1681 et seq).

5. **NO OTHER CHANGES**

Except as otherwise provided herein, all other provisions of the Lease remain in full force and effect.

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

**WESTJET**
(Lessee)

By: [signature]

Print name: Angela Afery

Title: Executive Vice President, General Counsel and Corporate Secretary

Date: November 19, 2020

**WITNESSED BY:**

By: [signature]

Witness

Print Name

**LEE COUNTY PORT AUTHORITY**

By: __________________________
Chairman or Vice Chairman, Board of Port Commissioners

Date: __________________________

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

By: __________________________
Port Authority Attorney

**ATTEST:**

LINDA DOGGETT, CLERK

By: __________________________
Deputy Clerk
1. REQUESTED MOTION/PURPOSE: Request Board approve a Third Amendment to "Airline-Airport Use and Lease Agreement with JetBlue Airways Corporation."

2. FUNDING SOURCE: n/a

3. TERM: October 1, 2008, to September 30, 2021

4. WHAT ACTION ACCOMPLISHES: Adds curbside check-in space to leased premises

5. CATEGORY: 7. Consent Agenda

6. ASMC MEETING DATE: 12/15/2020

7. BoPC MEETING DATE: 1/21/2021

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

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

10. BACKGROUND:
    JetBlue Airways Corporation ("JetBlue") is a party to an "Airline-Airport Use and Lease Agreement" with the Authority dated March 16, 2009, and amended June 24, 2013, and again on November 8, 2018.

    The First Amendment extended the term of the agreement to September 30, 2018, and the Second Amendment extended the agreement for an additional three years, to September 30, 2021. The Second Amendment also reflected JetBlue’s decision to relinquish certain space, including its curbside check-in space, effective September 30, 2018. JetBlue subsequently made the determination to restart using curbside check-in space beginning October 1, 2019. Accordingly, this proposed Third Amendment to the Authority’s agreement with JetBlue will formally add 94 square feet of curbside check-in space to JetBlue’s leased space, effective retroactively to October 1, 2019.

    Attachments
    1. Contract summary
    2. Proposed amendment

11. RECOMMENDED APPROVAL

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

13. PORT AUTHORITY ACTION:
   - APPROVED
   - APPROVED as AMENDED
   - DENIED
   - DEFERRED to
   - OTHER
Contract Summary
[including effects of proposed Third Amendment in italics]

Type of Agreement: Airline-Airport Use and Lease Agreement

Carrier: JetBlue Airways Corporation

Gate(s) D6 and D8

Exclusive Use Space: first floor
328 s.f. baggage service office
1,196 s.f. operations space
4,095 s.f. baggage make-up space

second floor
1,290 s.f. ticket counter space
1,020 s.f. ticket office space
94 s.f. curbside check-in space (for podium) [added effective 10-1-19]

(also allows carrier nonexclusive use of certain ramp space, gate areas, and bag claim areas)

Allowed Use(s): airline passenger and cargo service


Fees: landing fees, terminal rents, aircraft parking changes, and other fees and changes as may apply

Insurance Requirements: $1 million employers liability; $50 to $100 million airport liability (depending on aircraft size); $100 million aircraft liability; $5 million business auto liability

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.
THIRD AMENDMENT
TO
"AIRLINE-AIRPORT USE AND LEASE AGREEMENT"
WITH JETBLUE AIRWAYS CORPORATION

This agreement is entered into this ___ day of __________________, 2019, 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 ("Port Authority"), and JETBLUE AIRWAYS CORPORATION, a Delaware corporation ("Airline").

Background

Port Authority manages and operates the Southwest Florida International Airport, located in Lee County, Florida (the "Airport"). Port Authority and Airline are parties to an "Airline-Airport Use and Lease Agreement", dated March 16, 2009, and amended June 24, 2013 and further amended on November 8, 2018 (the "Agreement").

The Port Authority and Airline now desire to amend said Agreement to add certain space to Airline’s leased premises for curbside check-in.

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

1. Effective October 1, 2019, the Agreement shall be amended such that:

   (a) Airline’s leased premises will include 94 square feet of
"curbside check-in space", as shown on the attached drawing entitled Revised Exhibit B, Part II (Page 2B of 7).

(b) For the purpose of calculation of rents, fees, and any other amounts payable by Airline under the Agreement, the gates and leased areas set forth in the attached SECOND REVISED EXHIBIT B, PART 1, shall be used.

2. All other provisions of the Agreement remain unchanged and in full force.
IN WITNESS WHEREOF, the parties hereto have subscribed their names on the date first above written.

JETBLUE AIRWAYS CORPORATION
(Airline)
By: 
Print name: LISA REIFER
Title: VP, Infrastructure
Date: 10/7/2020

WITNESSED BY:

Witness
Print Name

LEE COUNTY PORT AUTHORITY

By: 
Chairman or Vice Chairman, Board of Port Commissioners
Date: 

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

By: Port Authority Attorney

ATTEST:
LINDA DOGGETT, CLERK

By: Deputy Clerk

By: 

Port Authority Attorney
SECOND-REVISED
EXHIBIT B
To
AIRLINE – AIRPORT USE AND LEASE AGREEMENT
With
JETBLUE AIRWAYS CORPORATION
FOR
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

PART 1

Airline shall have in the Terminal:

1. the preferential, but not exclusive, right to use the following gate position(s) and, associated loading bridge(s) and equipment assigned for its use as shown on Page 1 of Part II of this Exhibit B: D6 and D8; (the number of Airline’s preferentially assigned gate positions shall be used to determine Airline’s Apron Fee rent and Gate Area rent);

2. the exclusive use of the following spaces assigned for its use as shown on pages 2 through 5 of Part II of this Revised Exhibit B:
   (a) 1,290 square feet of ticket counter space;
   (b) 1,020 square feet of ticket office space;
   (c) 94 square feet of curbside check-in space;
   (d) 328 square feet of baggage service office space;
   (e) 1,196 square feet of operations space;

3. the exclusive use of the baggage belt within the 4,095 square foot baggage make-up space, shown on Page 5 of Part II of this Revised Exhibit B;

4. the right of joint use with other airlines to use the Baggage Claim Area in the Terminal as shown on Page 6 of Part II of this Revised Exhibit B.
# BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

## 1. REQUESTED MOTION/PURPOSE:
Request Board approve an “On-Airport Rental Car Concession Agreement and Counter Space Lease For Page Field” with Gitibin and Associates, Inc. d/b/a Go Rentals

## 2. FUNDING SOURCE:
N/A

## 3. TERM:

## 4. WHAT ACTION ACCOMPLISHES:
Allows Go Rentals to operate an on-airport rental car concession at Page Field.

## 8. AGENDA:

| CEREMONIAL/PUBLIC PRESENTATION | X | CONSENT | ADMINISTRATIVE |

## 9. REQUESTOR OF INFORMATION:
ALL REQUESTS

<table>
<thead>
<tr>
<th>NAME</th>
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<td>Administration</td>
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## 10. BACKGROUND:

Pursuant to the Authority’s Request for Bids for an On-Airport Rental Car Concession and Counter Space Lease at Page Field (RFB 18-31), the Hertz Corporation (“Hertz”) was awarded an “On-Airport Rental Car Concession Agreement and Counter Space Lease For Page Field” dated November 8, 2018. Hertz then began operating the on-airport rental car concession at Page Field, but filed bankruptcy under Chapter 11 in May of 2020. Hertz ceased operating at Page Field in late September, and on September 30, 2020, rejected its Page Field agreement as part of those bankruptcy proceedings.

Staff believes it is appropriate to re-bid the Page Field rental car concession, and has already advertised a new Request for Bids. However, in order to quickly replace Hertz and provide rental car services to customers at Page Field during its busiest months while that bid process is underway, staff negotiated this proposed agreement with Gitibin and Associates, Inc., d/b/a Go Rentals (“Go Rentals”). Go Rentals is an experienced rental car concessionaire with more than eighty (80) operating locations across multiple states. (Go Rentals was also a participant, and the second highest bidder, in the Authority’s 2018 bidding process for this concession).

While this interim agreement is in force, Go Rentals will pay the Authority a monthly privilege fee equal to the greater of 10% of its chargeable gross revenue, or one-twelfth of the Minimum Annual Guarantee (“MAG”). The MAG is set at $50,000.00. With the exception of the MAG, the proposed agreement with Go Rentals is largely identical to the previous agreement with Hertz. Go Rentals will lease the same counter space, storage room, and ready return spaces previously leased by Hertz, for the same monthly rental rates.

The initial term of the proposed agreement is from October 15, 2020, until April 30, 2021. Thereafter, it will continue month to month, unless or until either party terminates the agreement by giving the other party thirty (30) days advance written notice.

## 11. RECOMMENDED APPROVAL

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## 12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

- APPROVED X (5-0)
- APPROVED as AMENDED
- DENIED
- OTHER

## 13. PORT AUTHORITY ACTION:

- APPROVED
- APPROVED as AMENDED
- DENIED
- DEFERRED to
- OTHER
Background (continued)

Attachments:
1. Contract Summary
2. Proposed agreement
**CONTRACT SUMMARY**

Concessionaire: Gitibin and Associates, Inc. d/b/a Go Rentals

Premises: Counter space (approx. 213 s.f.) and an adjacent storage room (approx. 105 s.f.) on the first floor of the “Base Ops” general aviation terminal building at Page Field

Term: Initial term commences October 15, 2020, and will continue until April 30, 2021.

Rents and Fees: Monthly payments of the following:

1. Privilege fee equal to the greater of:
   a. 10% of “Chargeable Gross Revenue”; or
   b. 1/12 of the “Minimum Annual Guarantee” (MAG);
2. Counter Space and Storage Room Rent of $500.00;
3. Building Service Fee of $125.00;
4. Ready Return Space Use Charge of $200.00; and

MAG is:

(a) $50,000.00 from January 1, 2020, through December 31, 2020
(b) MAG then continues at the higher of:
   i. 75% of the actual privilege fee for the immediately preceding one-year period (January 1 through December 31); or
   ii. $50,000.00

Security: $7,500.00

Insurance Req’d: Business Auto and Umbrella Liability: $3 million per accident
Commercial General Liability: $2 million
Workers’ Compensation: as required by Florida law

**Note:** These pages are intended as a general summary only, for ease of review, and are not a part of the contract. In the event of any conflict between these pages and the proposed contract, the contract (being more precise) will prevail.
ON-AIRPORT RENTAL CAR CONCESSION AGREEMENT
AND COUNTER SPACE LEASE
FOR PAGE FIELD

THIS CONCESSION AGREEMENT is made and entered into this 13th day of OCTOBER, 2020, by and between LEE COUNTY PORT AUTHORITY, a special district and political subdivision of the State of Florida (herein referred to as the "Authority"), with offices at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913 and GITIBIN AND ASSOCIATES, INC. d/b/a GO RENTALS, a California corporation (herein referred to as the "Concessionaire"), with offices at 4300 Campus Drive, Newport Beach, CA 92660.

Background

Page Field (the "Airport"), in Lee County, Florida is owned by Lee County, a political subdivision of the State of Florida. Pursuant to Chapter 63-1541, Laws of Florida, and Lee County Ordinance 90-02, as amended, Lee County has vested the Port Authority with the power to operate the Airport, to lease premises and facilities on the Airport, and to grant related rights and privileges. Accordingly, in entering this agreement, the Authority is acting as agent for Lee County, and Lee County (as owner of the Airport and the leased premises) will, upon execution of this agreement by the Authority, become duly bound by the terms hereof.

The Authority has determined automobile rental services at the Airport are desirable for proper accommodation of persons
arriving and departing from the Airport. The Concessionaire is in the automobile rental service business and is willing to provide those services.

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

ARTICLE 1

DESCRIPTION OF LEASED PREMISES

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

The counter space on the first floor of the Airport's general aviation terminal building, shown on Exhibit A hereto (comprising approximately 213 square feet) plus an adjacent storage room (comprising approximately 105 square feet.)

ARTICLE 2

TERM

The initial term of this agreement will commence on October 15, 2020 and will continue until April 30, 2021, at 11:59 p.m. Thereafter, the agreement shall continue on a month-to-month basis, unless or until one of the parties shall end this agreement effective at the end of a calendar month, by giving the other party written notice thereof, in the manner provided below, at least thirty (30) days prior to the end of the term.

ARTICLE 3

CONCESSION PRIVILEGES GRANTED

During the term of this agreement, Concessionaire shall
have the nonexclusive right to operate a rental car concession at the Airport, and to operate its courtesy vehicles on the public roadways of the Airport, subject to the provisions of Article 6 herein. Concessionaire hereby authorizes Authority staff to act as Concessionaire's agent, during the term of this agreement, for the purpose of soliciting preliminary information necessary to prepare, and actually preparing and executing, car rental contracts, and delivering possession of rental vehicles to Concessionaire's customers, when customer service is required outside of Concessionaire's operating hours.

In the event that any contract granted by the Authority to any other automobile rental operator at the Airport shall contain any terms and conditions more favorable to such operator than the terms and conditions herein stated (other than the number of allocated parking spaces and the location of the leased space, or lack thereof) then, at the option of Concessionaire, this agreement shall be amended to include such more favorable terms and any offsetting burdens that are in the contract of such other automobile rental operator. The intent of this provision is to ensure that Concessionaire will be able to compete on terms as equal as possible with all other automobile rental operators and to ensure that no such other concessionaire shall enjoy any rights or privileges more favorable to such concessionaire than those enjoyed by the Concessionaire herein.
ARTICLE 4

USE OF LEASED PREMISES

Concessionaire shall have the right to use the leased premises solely for serving customers of its rental car business. Concessionaire shall not use or permit the use of the leased premises or any part thereof for any other purpose, except upon prior written consent of the Authority's Executive Director or his designee. Prohibited uses of the assigned space and leased premises include, but are not limited to, auto sales or consignment, vehicle repair, storage of vehicles not directly used in the auto rental business, and any business enterprises (such as travel agency) that are not customarily part of the auto rental business.

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

ARTICLE 5

RENTS AND FEES TO BE PAID BY CONCESSIONAIRE

Section 5.1 Payments to Authority. Beginning on October 15, 2020, and continuing for and during the term of this agreement, Concessionaire will pay to the Authority, monthly, together with any applicable sales tax, the sum of (1) through (4), as follows:
(1) a Privilege Fee, for the privilege of using the Airport and for the business benefits Concessionaire derives from the Airport, equal to the greater of:

(a) ten percent (10%) of Concessionaire's "Chargeable Gross Revenue" as that term is defined below; or

(b) one twelfth (1/12) of the "Minimum Annual Guarantee," as defined below, until Privilege Fees equal to (or greater than) the Minimum Annual Guarantee have been paid for that "fiscal year" (as defined below).

(2) Counter Space and Storage Room Rent in the amount of $500.00 per month.

(3) a Building Service Fee in the amount of $125.00 per month to compensate Authority for utilities, building maintenance, cleaning and provision of other services in the common areas of the building.

(4) a Ready Return Space Use Charge of $20.00 per space for ten (10) spaces, or $200.00 per month. Additional ready return spaces may be made available upon request of concessionaire at the same rate of $20.00 per space per month.

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

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

(a) for the period of January 1, 2020, through December 31, 2020, $50,000.00.

(b) for each subsequent one-year period beginning on January 1 during the term of this agreement, the higher of:
(1) seventy-five percent (75%) of the actual Privilege Fee paid or payable by Concessionaire to Authority for the Authority’s immediately preceding fiscal year (January 1 through December 31); or

(2) $50,000.00.

For the purposes of this agreement, a “fiscal year” means a calendar year during the term hereof, including the partial calendar years at the beginning and end of the term hereof. For each such fiscal year, after the Privilege Fees paid have equaled or exceeded the MAG for that fiscal year, the monthly Privilege Fee due for the remainder of the fiscal year will be the ten percent (10%) of Concessionaire’s “Chargeable Gross Revenue” set forth above in item (1)(a) of this Section 5.1.

After the end of each fiscal year, there will be an annual reconciliation of all Privilege Fees paid by Concessionaire during that fiscal year, and any Privilege Fees paid in excess of the greater of ten percent (10%) of Concessionaire’s “Chargeable Gross Revenue” or the MAG will be credited toward the Privilege Fees payable during the next fiscal year. For purposes of this calculation, the applicable Minimum Annual Guarantee will be prorated for the partial calendar years at the beginning and end of the term. For example, for the first fiscal year (October 15, 2020, through December 31, 2020), the total Privilege Fees payable will be the greater of (a) 10% of Concessionaire’s “Chargeable Gross Revenue” or (b) $10,618.28 (representing the prorated portion of the $50,000 Minimum Annual Guarantee applicable for the year 2020). In the event this
agreement terminates or expires for a reason other than a default by Concessionaire, at a time other than the end of a fiscal year, there will be a similar reconciliation, in which the Minimum Annual Guarantee for the partial fiscal year for which this agreement is in effect, will be prorated. Any Privilege Fees paid for that final (partial) fiscal year in excess of the greater of ten percent (10%) of “Chargeable Gross Revenue” or the prorated Minimum Annual guarantee will be refunded to Concessionaire.

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

In the event the number of flight operations at the Airport during any calendar month is less than eighty percent (80%) of the number of flight operations during the corresponding calendar month in calendar year 2017, the minimum monthly payment will be abated for that month, and the MAG for the affected fiscal year will be prorated downward according to the number of months for which the minimum monthly payment was abated during that fiscal year.
Section 5.2 Privilege fee payment. The Privilege Fee is payable monthly at the Authority's address, without demand, setoff, or deduction, to:

Lee County Port Authority
Attn.: Finance Department
11000 Terminal Access Road, Suite 3671
Fort Myers, Florida, 33913

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

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

(1) rental contract agreement number;

(2) all contract-specific information for each rental contract, listed in a separate column, including but not necessarily limited to contract number, number of drivers, car class, and car year, make, and model;

(3) amounts charged or deducted for each item on each rental agreement, including but not necessarily limited to the time and mileage charges, sales tax, CDW, LDW, baby seats, navigation systems, and coupons;

(4) amounts applied to each such item at the time the agreement is made;

(5) amounts applied to each such item at the time the agreement is settled (car returned and payment made); and

(6) in situations where Concessionaire has allocated amounts to categories in items (4) and (5) above based on agreements or information not a part of the individual rental agreement (for example, bundled package deals), include an explanation of the criteria used for such allocation.

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

Section 5.3 Definitions related to calculation of percentage privilege fee.

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

(1) Rental of motor vehicles at the Airport, including but not limited to:

   a) charges for additional drivers, or for drivers being over or under any particular age; and

   b) fees for upgrades, late fees, facility charges, fuel, fueling, refueling, and any other type of charges, surcharges, taxes, or fees now or hereafter made or assessed to Concessionaire's customers; and

   c) any amount that Concessionaire charges customers to pass through or recover the privilege fees, rent, or any other amounts paid or payable to the Authority (whether characterized as a "concession recovery fee," "airport concession fee," or otherwise); plus

(2) Any item or service sold, rented, or provided, including, but not limited to:

   a) accessories and equipment (including, but not limited to, wireless telephones, child seats, bike racks, luggage racks, maps, navigation systems, and other items of personal property);

   b) collision damage waiver (CDW) and loss damage waiver (LDW); and

   c) personal accident insurance, personal effects insurance, supplemental liability insurance (SLI), and any other insurance now or hereafter offered; plus

   d) "Excludable Amounts" (as defined below).
"Chargeable Gross Revenue" means "Gross Revenue" less
"Excludable Amounts."

"Excludable Amounts" means:

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

(2) the $2.00 per day (up to 30 days per rental) rental car surcharge imposed by the State of Florida pursuant to section 212.0606, Florida Statutes (2009), as such amount may be increased or decreased by the State of Florida by said statute being amended or superseded, provided such amount is separately stated on the customer's agreement, collected from the customer by the Concessionaire, and remitted by Concessionaire to the State of Florida;

(3) the amount of any taxes or fees similarly imposed, on the customers of the Concessionaire, by the government of the United States, the State of Florida, Lee County, or any other governmental entity, provided such taxes or fees are required to be separately stated on the customer's agreement, collected from the customer by the Concessionaire, and remitted by Concessionaire to the government that imposed the tax;

(4) the amounts received for actual tolls, tickets, and fines, which are remitted by the Concessionaire to bona fide governmental entities with tolling authority (but not any associated service fees or charges);

(5) drop charges (as defined below);

(6) a "rental car facility charge," if, and only if, in the future, one is imposed by the Lee County Port Authority or Lee County pursuant to ordinance or resolution, or is agreed upon between Concessionaire and the Authority in writing, provided such amount is separately stated on the customer's agreement, collected from the customer by the Concessionaire, and remitted by Concessionaire to the Authority;

(7) payments received by Concessionaire for damage to, or loss, conversion, theft, or abandonment of, motor vehicles or any other property of Concessionaire; and
the portion of collision damage waiver (CDW) and loss damage waiver (LDW) charges that both:

(a) are based on the actual choice of the option by the customer and are separately stated and charged on the original written rental contract signed at the time of the rental; and

(b) do not, in the aggregate, exceed fifteen percent (15%) of the time and mileage charges for the reporting period.

There shall be no other deductions or exclusions from "Gross Revenue" except as specifically listed as an "Excludable Amount" above. For example, neither Gross Revenue nor Chargeable Gross Revenue shall be reduced by reason of any amount paid out or rebated by the Concessionaire to travel agents or others, or for bad debt losses, bank charges, uncollectible credit or charge accounts, tire surcharges, battery surcharges, vehicle license recovery charges, etc.

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

"Drop charge" means an amount charged to a customer specifically for the right to return the rented vehicle to a location other than where it is initially picked up by the
"Incremental discount" means any reduction, discount, or rebate, which is not explicitly shown and made on the customer's rental contract, including but not limited to volume discounts and corporate discounts; except that "Incremental Discounts" do not include refunds made due to math error or defective service. Discounts or coupons for items that are Excludable Amounts shall not be applied against, or re-allocated to, items that are not Excludable Amounts.

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

Section 5.5 Accounting records. Concessionaire shall maintain in a complete and accurate manner, on an accrual basis
and in accordance with Generally Accepted Accounting Principles (GAAP), such accounts, books, records, and data pertaining to its operations in Lee County, Florida, as would reasonably be expected to be examined by an independent certified public accountant in performing an audit or examination of the Concessionaire's Gross Revenues in accordance with GAAP and Generally Accepted Auditing Standards (GAAS). Such books and records shall include, at a minimum, all individual rental agreements, a breakdown of the various components of Concessionaire's Gross Revenue and the permitted exclusions therefrom, daily business reports, sales journals, and all other books and records customarily used in Concessionaire's type of business. Said materials shall be in sufficient detail to substantiate all information Concessionaire provides the Authority.

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

**Section 5.6 Audits by CPA hired by Concessionaire.** In the event this agreement continues for a period of twelve (12)
months or more, then Concessionaire shall annually provide to the Authority, at Concessionaire's sole cost and expense, a "Statement of Revenues" for the preceding twelve-month period ending October 31st (unless another date is agreed to by the Authority) during the period this concession is in force.

The statements shall be audited by an independent certified public accountant ("CPA") duly licensed in the state where the audit is performed, in accordance with generally accepted auditing standards and the terms of this concession agreement, or shall be a certified statement from the Concessionaire's chief financial officer ("CFO").

Each said statement shall be provided to the Authority within ninety (90) days after each such October 31st, and shall include the following:

1. A written statement that in said CPA's (or CFO's) opinion all Privilege Fees owed by Concessionaire to the Authority for the fiscal year ending on said September 30th were paid in accordance with the terms of this concession agreement;

2. A schedule of all revenues by category;

3. A schedule of revenues upon which the monthly payment to Authority are computed;

4. A list of the payments made to the Authority for the period; and

5. Calculation to determine that the total Privilege Fees for the fiscal year or applicable portion thereof have been paid in accordance with this agreement. Any adjustment due will be determined, and payment remitted to the party to whom it is due, within thirty (30) calendar days from receipt and acceptance of said audit report by the Authority.
Delivery of an audit report containing a qualified opinion, an adverse opinion, or a disclaimer of opinion as defined in the Statements on Accounting Standards, as may from time to time be amended or superseded, issued by the Auditing Standards Board of the American Institute of Certified Public Accountants, shall be deemed to be a default hereof.

In the event this agreement terminates or expires prior to October 31, 2021, then Concessionaire shall provide to the Authority, a Statement of Revenues, signed by a financial officer of the company, covering the entire term of the agreement.

Section 5.7 Audits by Authority. The Authority shall have the right, at all reasonable times and upon reasonable notice, to have Concessionaire produce any or all of the above enumerated books and records, including sales tax and other tax return records, to the Authority in Lee County, Florida, and to have the Authority's representatives inspect, examine, copy, and audit those books and records for the purpose of verifying the Gross Revenues hereunder. Should the Concessionaire have any of such books or records maintained outside of Lee County, Florida, and not wish to make them available to the Authority in Lee County, then the Concessionaire shall reimburse the Authority for the audit costs incurred, including round trip air fare and ground transportation from Fort Myers to the location at which the books and records are kept, hotel lodging, and meals.

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

Section 5.8 Additional charges. The Authority shall have the right to pass through to Concessionaire, and the Concessionaire shall pay to Authority, any and all reasonable additional charges which may be imposed from time to time upon the Authority or Lee County in relation to the leased premises (or, if imposed on an area of the airport larger than the leased premises, a reasonably proportional amount) by any federal, state or local government with jurisdiction over the Airport, which are not known Airport expenses at the time of entering this agreement.

Section 5.9 Interest. Any sums payable by Concessionaire to Authority that are not paid when due shall bear interest at the rate of eighteen percent (18%) per annum from the date the same became due and payable until the date paid.
ARTICLE 6
STANDARDS OF OPERATION

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

Concessionaire agrees to:

(1) Refrain from any use of the Airport which would interfere with or adversely affect the operation of the Airport, or otherwise constitute an Airport hazard.

(2) Make no unlawful, improper, or offensive use of the premises.

(3) Have facilities staffed and open for business three hundred and sixty-five (365) days per year with at least one employee at or nearby the customer service transaction counter (within the terminal building or return ready lot) at all times. Concessionaire is to have the customer service counter continually staffed during operating hours; if the rental agent needs to step away from the customer service counter they will leave the counter unattended no longer than 15 minutes at a time. A rental car agent shall be available at the customer service transaction counter at the scheduled arrival time for all reservations. Operating hours must be no less than 8:00 A.M. to 7:00 P.M. from October 1 through April 30, and 8:00 A.M. to 7:00 P.M. from May 1 through September 30. These hours of operation are the minimum acceptable; Concessionaire is encouraged to extend the operating hours on a temporary or permanent basis in response to customer needs. Operating hours may be adjusted upon prior written approval by the Authority should business conditions merit such changes.

(4) Maintain sufficient staff levels to support the Authority’s goal of providing exceptional customer
service at all times. The Authority reserves the right to request a minimum of two rental car agents to be working at the service counter during operating hours if it determines the traffic supports an increase in staffing levels. Special events and holidays may result in an increase in the number of transactions, and the Concessionaire is expected to augment staffing levels as needed to support the demands of the business.

(5) Provide vehicles that are washed, vacuumed, and fully fueled before delivery to the Airport. Vehicles shall be maintained at the Concessionaire’s sole expense, in good operative condition, free from known mechanical defects, and in clean, neat, and attractive condition.

(6) Offer the same range of vehicle selection categories and competitive market pricing as are offered to customers at the Southwest Florida International Airport; Concessionaire shall not charge higher rates to repeat customers than are being charged to new customers for a rental of a vehicle during the same time period and of a comparable classification.

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

(8) Permit the Authority’s employees to deliver all rental vehicles to airport customers airside.

(9) Provide customers having advance vehicle reservations with the type of vehicle reserved, and make every effort to provide the exact vehicle or upgrade requested by each customer. The Authority reserves the right to obtain rental vehicles from other vendors if Concessionaire is unable to fulfill customers’ rental car needs. Repeated failure of Concessionaire to meet customer rental car needs may result in termination of this agreement by the Authority.
(10) Concessionaire shall coordinate with and inform the Authority in writing of each reservation made for incoming flights including customer name, arrival date, and time of arrival, as well as the aircraft registration number if known.

(11) Concessionaire will keep four (4) ready to lease vehicles available for the Authority to rent on Concessionaire's behalf outside of Concessionaire's operating hours for any walk-up customers.

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

Section 6.3 Prohibitions. Concessionaire is prohibited from:

(1) Having personnel on the Airport who are not neat, clean and courteous;

(2) Allowing its agents or employees to solicit tips, or to conduct business in a loud, noisy, boisterous, offensive or objectionable manner;

(3) Allowing its agents or employees to engage in open or public disputes or conflicts;

(4) Conducting any business activity on the leased premises or the Airport other than as expressly provided herein or as otherwise allowed by the Authority in writing;

(5) Charging customers any rental or service fees for cancelled reservations or for vehicles reserved but not picked up by the customer;

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

ARTICLE 7

DOT NONDISCRIMINATION CLAUSE

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

ARTICLE 8

NONEXCLUSIVITY

Nothing herein contained shall be deemed to grant Concessionaire any exclusive right or privilege in the conduct of any activity on the Airport. Authority expressly reserves the right to grant the same or similar privileges to other parties. However, the Authority will not enter into contracts allowing other rental car concessionaires to lease counter space in the terminal building during the term of this agreement unless such concessionaires agree to pay a percentage Privilege Fee at least as high as the percentage specified in Item (1)(a) of Section 5.1 above, and counter space rent at least as high as Concessionaire's rent, per square foot (calculated using the rent specified in Section 5.1 above and the area specified in
ARTICLE 9
LICENSES AND TAXES

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

ARTICLE 10
CONSTRUCTION OF IMPROVEMENTS

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

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

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

1. Submit to the Authority for the Authority's approval complete plans and specifications for the proposed work, utilizing the procedures set out in the "Leasehold Development Standards and Procedures";

2. Obtain and pay for all permits and approvals required, and pay any applicable impact fees or other development fees;

3. Provide the Authority with proof of insurance of the types and in the amounts required herein.

4. Execute, deliver to the Authority, and record in the public records of Lee County, separate payment and performance bonds which comply with the requirements of Florida Statutes, section 255.05(1)(a), and are satisfactory to the Authority, in at least the full amount of the contract price for completing the work; and

5. Obtain from Authority written approval of the design plans and specifications, and a written Notice to Proceed. The Authority reserves the right to require Concessionaire to resubmit designs and plans until acceptable to the Authority.
Section 10.4 Maintenance and repairs of the premises.
Concessionaire must keep the premises and any improvements thereon in a clean and orderly condition and good state of repair at all times. Concessionaire agrees to provide at its own expense such maintenance, custodial, trash removal, and cleaning services and supplies as may be necessary or required in the operation and maintenance of the leased premises. Authority will maintain the structure of the leased premises, and the electrical and HVAC systems serving the leased premises. The Concessionaire is responsible for any damages to the premises caused by its employees, vendors, or agents.

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

Concessionaire will have the right prior to termination or expiration of this agreement to remove any furnishings, trade fixtures, equipment, and improvements that have not assumed the nature of realty, provided that Concessionaire is not then in default hereunder and that Concessionaire repairs any damage caused by such removal. Any such property remaining after the termination or expiration of this agreement will immediately become the property of the Authority unless otherwise agreed by the Authority in writing.
Section 10.6 Advertising and signs. Concessionaire's use of existing signs or installation or operation of new signs on the Airport shall be subject to the approval of the Authority at its sole discretion as to the number, size, height, location, color and general type and design.

ARTICLE 11

UTILITIES

Concessionaire must install, at its own expense, any required utilities not already in place. The charges for electricity and air conditioning are included in the monthly rental charge. Concessionaire will pay for all telephone charges, internet service, and any other utilities. Authority will not be liable to Concessionaire for any interruption of utility service that is beyond Authority's control or that is requested by Authority in order to make repairs or alterations to the premises or any part of the building in which the premises is located.

ARTICLE 12

ASSIGNMENT AND SUBLEASING

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

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

**ARTICLE 13**

**SECURITY DEPOSIT/PERFORMANCE GUARANTY**

Concessionaire will, promptly upon execution of this agreement and prior to the commencement of the term of this agreement, deliver to the Authority the initial amount of Seven thousand five hundred dollars ($7,500.00) to be paid by certified check or cashier's check, as a security deposit for faithful performance by Concessionaire of Concessionaire's obligations under this agreement. The required security deposit may be adjusted upward or downward by the Authority, with thirty (30) days written notice to the Concessionaire, based on the Authority's assessment of loss exposure and the Concessionaire's actual performance of its obligations under this agreement.

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

In lieu of a cash security deposit, Concessionaire may deliver to the Authority an irrevocable letter of credit, issued and drawn on an American bank or trust company in form and content acceptable to the Authority, with partial drawings permitted, in the sum stated above. Said letter of credit shall automatically renew each year until the termination or expiration of this agreement and Concessionaire's vacation of the premises. If such letter of credit is not renewed, Concessionaire shall deliver a replacement letter of credit to the Authority at least 30 days before expiration of the current letter of credit; failure to do so will constitute a breach and entitle the Authority to present the existing letter of credit for payment. The Authority, at its discretion, may accept a performance guarantee in the form of a surety bond in lieu of a security deposit or letter of credit. Cancellation of a surety bond, without the Concessionaire’s replacement of the bond with a substitute bond acceptable to the Authority, prior to the effective date of such cancellation, will constitute a breach of this agreement entitling the Authority to the remedies, including but not necessarily limited to termination of this
agreement, set forth in Article 18.

ARTICLE 14

RIGHT OF ENTRY

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

(1) View and inspect the premises, make repairs, or show the premises to prospective tenants, during Concessionaire's regular business hours with at least 24 hours advance notice;

(2) View and inspect the premises or make repairs at any time in case of emergency; and

(3) Perform any and all things which Concessionaire is obligated to and has failed to do after fifteen (15) days written notice to act, including maintenance, repairs, and replacements to the premises, unless Concessionaire already is making a reasonable effort to effectuate corrective measures. The reasonable cost of all labor, materials, and overhead charges required for performance of such work will be promptly paid by Concessionaire to Authority.

ARTICLE 15

COMPLIANCE WITH LAWS

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

**ARTICLE 16**

**RELEASE, INDEMNITY, AND HOLD HARMLESS**

Neither the Authority nor Lee County will be liable to the Concessionaire for, and Concessionaire agrees to release, indemnify, and hold harmless, the Authority and Lee County (and their respective Commissioners, officers, agents, and employees) from, any and all injury, loss, or damage, of any nature whatsoever (other than damages for Authority's breach of this agreement), to any person or property in connection with Concessionaire's use of the leased premises or the Airport, unless caused solely by negligent acts of the Authority or Lee County, or their agents or servants acting within the scope of their employment.

**ARTICLE 17**

**INSURANCE**

*Section 17.1 Coverage requirements.* Concessionaire shall provide evidence of the minimum insurance coverage as follows, with commercially reasonable deductible limits:

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

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

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

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

Section 17.2 Evidence of insurance. Certificates evidencing the insurances specified above shall be sent to the Authority, at the address set forth on page 1 above (to the attention of “Risk Management”), or sent via email to riskmanagement@flylcpa.com, within fifteen (15) days of the date of this agreement. The Concessionaire’s insurance is to be written by an insurer who has an AM Best rating of A- VII or higher. (The Authority reserves the right to request, and have Concessionaire provide, certified copies of all such policies in the event the Authority determines they may be relevant to making or defending a specific claim or action for or against the Authority or Lee County.) Subsequent renewal certificates shall be delivered to the Authority prior to a policy’s expiration date except for any policy expiring on or after the expiration date of this agreement.
Each certificate shall contain a valid provision or endorsement indicating that the insurer will provide advance written notice to the Lee County Port Authority in the event that the policy is to be non-renewed, canceled, or materially changed or altered. Such notice is to be sent to the attention of "Risk Management", 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913 or emailed to riskmanagement@flylcpa.com.

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

ARTICLE 18

DEFAULT BY CONCESSIONAIRE

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

(1) Concessionaire fails to pay rent or make any other payment required hereunder within 10 days after payment is due;

(2) Concessionaire neglects or fails to perform and observe any promise, covenant or condition set forth in this agreement after receipt of written notice of breach from the Authority and such breach is not cured by Concessionaire within thirty (30) days;
Section 18.2 No waiver. No default will be deemed waived by Authority, whether or not Authority has knowledge of the default or accepts rent or other payments, unless the waiver is expressed in writing and signed by the Authority.

Section 18.3 Authority's remedies. In addition to all other remedies provided herein or at law, Authority will have the cumulative rights to terminate this agreement, and, if Concessionaire is in possession of the premises, to accelerate the maturity of all rent due and to become due during the remainder of the term, by giving at least thirty (30) days written notice to Concessionaire, if Concessionaire is in default of this agreement as set forth in Section 18.1 above, and such default is not cured to the Authority's satisfaction:

(1) within thirty (30) days after the Authority gives Concessionaire notice of the default, or,

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

**ARTICLE 19**

**CASUALTY**

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

**ARTICLE 20**

**COMPLIANCE WITH ENVIRONMENTAL LAWS**

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

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

33
defined) of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or wastes.

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

ARTICLE 21

WASTE; SURRENDER OF POSSESSION

Concessionaire will not commit or permit waste of the premises and must quit and voluntarily deliver up possession of the leased premises at the end of the term in as good condition as at the beginning of this lease, and all fixed improvements in as good condition as when installed or constructed, excepting only ordinary wear and tear.

ARTICLE 22

GENERAL PROVISIONS

Section 22.1 Notices. Notice to Authority will be sufficient if sent by registered mail, postage prepaid, to: Executive Director, Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913. Notice to Concessionaire will be sufficient if sent in the same manner, addressed to Concessionaire at the address set forth on page 1 above. The parties may designate in writing other addresses for notice. Notice shall be deemed given when delivered (if sent by a delivery company such as Federal Express) or when postmarked (if sent by mail).
Section 22.2 Captions. The captions within this agreement are inserted for convenience only, and are not intended to define, limit, or describe the scope or intent of any provisions, and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Section 22.3 Incorporation of exhibits. All exhibits referred to in this agreement are intended to be and hereby are specifically made a part of this agreement.

Section 22.4 Time. Time is of the essence in the performance of this agreement.

Section 22.5 Governing law and venue. This agreement shall become valid when executed and accepted by the Authority in Lee County, Florida; it will be deemed made and entered into in the State of Florida and will be governed by and construed in accordance with the laws of Florida. In the event of a dispute between the parties, suit will be brought only in the federal or state courts of Florida, and venue shall be in Lee County, Florida.

Section 22.6 Attorneys' fees. Should any action or proceeding be commenced to enforce any of the provisions of this agreement or in connection with its meaning, the prevailing party in such action shall be awarded, in addition to any other relief it may obtain, its reasonable costs and expenses, not limited to taxable costs, and reasonable attorneys' fees.
Section 22.7 Nonwaiver of rights. No waiver or breach by either party of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent breach of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party.

Section 22.8 Administration of agreement. Whenever in this agreement, Concessionaire is required or permitted to obtain the approval of, consult with, give notice to, receive notice from, or otherwise deal with Authority, Concessionaire shall deal with Authority's authorized representative; and unless and until Authority gives Concessionaire written notice to the contrary, Authority's authorized representative shall be the Authority's Executive Director.

Section 22.9 Airport development. Authority reserves the right to further develop, change or improve the airport and its routes and landing areas as Authority sees fit, without Concessionaire's interference or hindrance and regardless of Concessionaire's views and desires.

Section 22.10 Concessionaire's use and construction to conform with Federal Aviation Regulations. Concessionaire agrees to conform to all applicable Federal Aviation Regulations in any operation or construction on the premises. Concessionaire agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation
Regulations (which may be amended or replaced by other regulations from time to time) before constructing any improvements or modifying or altering any structure on the premises.

Section 22.11 Concessionaire's noninterference with Aircraft. Concessionaire and its successors, assigns and sub-Concessionaires will not use the premises or any part of the Airport in any manner, or act in any manner, that might interfere with any aircraft landing, taxiing, or taking off from the Airport or otherwise create a hazard. If this covenant is breached in any way, Authority reserves the right to enter the premises and abate or eliminate the interference at the expense of Concessionaire.

Section 22.12 Nonliability of agents or employees. No officer, agent, or employee of Authority shall be charged personally or held liable under the provisions of this agreement or because of any breach thereof or because of its or their execution or attempted execution.

Section 22.13 Waiver of certain claims. Concessionaire hereby waives any claim against the Authority and its officials, officers, agents or employees, for loss of anticipated profits caused by any suit or proceeding directly or indirectly attacking the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void or voidable or delaying the same or any part hereof.
Section 22.14 Waiver of right to jury trial. The parties agree to waive trial by jury in any action between them arising out of or in any way connected with this contract or Concessionaire's use or occupation of the premises.

Section 22.15 Interpretation. The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either the Authority or Concessionaire.

Section 22.16 Force Majeure. Neither party shall be liable for failure to perform its obligations under the terms of this agreement in the event it is prevented from so performing by an event of force majeure, including, strikes, insurrection, war, riot, order or regulation of or by a governmental authority, act of God, or other cause beyond its reasonable control. Notwithstanding anything to the contrary set forth herein, no event of force majeure shall apply to or excuse payment of any rents or fees due to Authority. Where there is an event of force majeure, the party prevented from or delayed in performing its obligations under this agreement, shall immediately notify the other party in writing, explaining the nature, details and expected duration of the force majeure event. Upon completion of the event of force majeure the party affected must as soon as reasonably practicable recommence the
performance of its obligations under this agreement. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event.

ARTICLE 23

FAA CLAUSES

Section 23.1 Incorporation of required provisions. The parties incorporate herein by this reference all provisions lawfully required to be contained herein by the Federal Aviation Administration or any other governmental body or agency. In the event that the FAA or any successor requires modifications or changes in this agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, Concessionaire agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this agreement as may be reasonably required.

Section 23.2 Civil Rights and Title VI. The Concessionaire, to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefitting from Federal assistance. If the Concessionaire transfers its obligation to another, the transferee is obligated in the same manner as the Concessionaire. This provision obligates the Concessionaire for the period during which the property is owned, used or possessed.
by the Concessionaire and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Section 23.3 Compliance with Nondiscrimination Requirements. During the performance of this contract, Concessionaire, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

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

B. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

C. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
D. **Information and Reports**: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Port Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Port Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. **Sanctions for Noncompliance**: In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the Port Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

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

F. **Incorporation of Provisions**: The Contractor will include the provisions of paragraphs A through F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Port Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Port Authority to enter into any litigation to protect the interests of the Port Authority. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
Section 23.4 Transfer of Real Property Acquired or Improved Under the Airport Improvement Program.

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

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

Section 23.5 Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

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

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

Section 23.6 Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Concessionaire, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

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

7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 - 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

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

**Section 23.7 Airport protection.** It shall be a condition of this agreement, that the Authority reserves unto itself, its successors, and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the leased premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for the navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on the airport.

The Concessionaire agrees for itself, its successors, and assigns, to restrict the height of structures, objects of natural growth, and other obstructions on the premises to such a height so as to comply with Federal Aviation Regulations, Part 77.
The Concessionaire agrees for itself, its successors, and assigns, to prevent any use of the leased premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard.

Section 23.8 Subordination. This agreement is subject and subordinate to the provisions of any governmental restrictions of record and any existing or future agreement entered into between the Authority or Lee County and the United States, for the improvement or operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to Authority for Airport purposes, or the expenditure of federal funds for the improvements or development of the Airport.

ARTICLE 24

ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto have subscribed their names on the date first above written.
WITNESSED BY:
Witness: [Signature]
Print Name: [Name]
Date: [Date]

Witness: [Signature]
Print Name: [Name]
Date: [Date]

LEE COUNTY PORT AUTHORITY

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

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

By: [Signature]
Port Authority Attorney

ATTEST:
LINDA DOGGETT, CLERK

By: [Signature]
Deputy Clerk
EXHIBIT “B”
MONTHLY STATEMENT OF GROSS REVENUE, EXCLUDABLE AMOUNTS, AND PERCENTAGE PRIVILEGE FEE

This statement is for the month of: ___________________________ Year: ________________

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

GROSS REVENUE

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Amount customers were charged for time and mileage for rental of motor vehicles at the Airport</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Amount customers were charged for fees, surcharges, and taxes</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Any and all other amounts customers were charged</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Total amount customers were charged for anything, including Excludable Amounts and anything else. (add lines 1 through 3)</td>
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EXCLUDABLE AMOUNTS

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>5</td>
<td>Florida Sales Tax</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Fla. Stat. 212.0606 rental car surcharge</td>
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</tr>
<tr>
<td>7</td>
<td>Drop Charges</td>
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</tr>
<tr>
<td>8</td>
<td>Payments for damage, loss, conversion, theft, or abandonment of vehicles</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Total “Excludable Amounts” (add lines 5 through 8)</td>
<td></td>
</tr>
</tbody>
</table>

CHARGEABLE GROSS REVENUE (subtract line 9 from line 4)

PERCENTAGE PRIVILEGE FEES DUE (multiply line 10 by 10%)

Handling Fee (Transactions by LCPA Employees __x $25.00)

TOTAL TRANSACTIONS

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

By: ___________________________ Title: ___________________________ Date: ___________________________
# BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<table>
<thead>
<tr>
<th>REQUESTED MOTION/PURPOSE:</th>
<th>Request Board approve a “Second Amendment to Land Lease for Construction and Operation of a Flight School at Page Field” with FMY Holdings, LLC.</th>
<th>CATEGORY:</th>
<th>9. Consent Agenda</th>
</tr>
</thead>
<tbody>
<tr>
<td>FUNDING SOURCE:</td>
<td>n/a</td>
<td>ASMC MEETING DATE:</td>
<td>12/15/2020</td>
</tr>
<tr>
<td>TERM:</td>
<td>Initial term to June 30, 2040, with two (2) options to extend by five (5) years each.</td>
<td>BoPC MEETING DATE:</td>
<td>1/21/2021</td>
</tr>
<tr>
<td>WHAT ACTION ACCOMPLISHES:</td>
<td>Allows tenant three additional months to commence construction, and five additional months to complete construction, of its flight school at Page Field</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### AGENDA:

- [X] CEREMONIAL/PUBLIC PRESENTATION
- [ ] CONSENT
- [ ] ADMINISTRATIVE

### BACKGROUND:

AATP Flight Academy, LLC, d/b/a ATP Flight School, headquartered in Jacksonville, Florida, is one of the largest flight training companies in the U.S. The company, via its affiliated entity FMY Holdings, LLC (“FHLCC”), currently leases approximately 4.1 acres, including approximately 2.4 acres of existing aircraft apron (part of what is known as the “north ramp”), and 1.7 adjoining acres of mostly unimproved land, pursuant to a “Land Lease For Construction and Operation of a Flight School at Page Field” (the “Land Lease”) dated March 7, 2019 and amended September 3, 2020. In addition to the Land Lease, FHLCC also leases office space from the Port Authority, pursuant to a “Lease of Office Space at Page Field Airport” dated March 7, 2019 and subsequently amended June 25, 2020.

The Land Lease originally provided that it may be terminated by the Authority, at its option, if FHLCC did not obtain all necessary permits and commence construction of the required hangar building within 18 months of the date of the lease, i.e., by September 7, 2020. The Land Lease’s first amendment extended that time by two months, to November 7, 2020. FHLCC desires to further extend this time by an additional three months, i.e., to February 7, 2021, due to design and bidding delays it has encountered from lower than expected water flow available for fire suppression. FHLCC also desires to extend the time for it to complete construction of the required hangar building from thirty-six (36) months after the date of the Land Lease, i.e., March 7, 2022, to forty-one (41) months after the date of the lease, i.e., August 7, 2022.

This proposed second amendment to the March 7, 2019, Land Lease will extend the time for FHLCC to obtain all necessary permits for construction and actually commence construction of the required hangar building by an additional three (3) months as well as extend the time for FHLCC to complete construction of the required hangar building by an

### 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>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>

### SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

- APPROVED X (5-0)
- APPROVED as AMENDED
- DENIED
- OTHER

### PORT AUTHORITY ACTION:

- APPROVED
- APPROVED as AMENDED
- DENIED
- DEFERRED to OTHER
additional five (5) months, after which the Authority could terminate the Land Lease unless construction has commenced and is continuing with bona fide progress. All other terms of the Land Lease remain unchanged.

Attachments:
(1) Contract Summary
(2) Proposed Second Amendment to Land Lease for Construction of a Flight School at Page Field
**Contract Summary**
*(Including effects of proposed Second Amendment)*

**Tenant:** FMY Holdings, LLC  
1555 The Greens Way  
Jacksonville Beach, FL 32250

**Leased Premises:** Two contiguous parcels of land (unimproved and apron areas) at Page Field, containing a combined total of approximately 4.08 acres.

**Parking Area:** Lessee will have the non-exclusive right to use the designated “Parking Area” of approx. 1.2 acres, in the existing parking lot.

**Aircraft Parking:** Lessee may park its aircraft on its leasehold, including its leased portion of the north ramp; aircraft parking on the remainder of the north ramp will be subject to availability and LCPA’s standard tie-down fees.

**Allowed Use(s):** Aircraft flight instruction services and on demand (Part 135) aircraft charter services.

**Term of Lease:** Initial term began July 1, 2019, and continues until the day before the date that is 20 years after the Rent Commencement Date [which occurred July 1, 2020]; Lessee will have two (2) options to extend by five (5) years each

**Rents and Fees:** Prior to the Rent Commencement Date, tie down fees for any use of the existing aircraft apron, at the Authority’s then-current rate

Beginning on the Rent Commencement Date, monthly rent of $6,776.23; rent is subject to CPI adjustments beginning January 1, 2023, and at 3-year intervals thereafter

Fuel flowage fees for self-fueling, at the Authority’s then-current rate

**Self-Fueling:** Lessee will (subject to LCPA’s standard self-fueling requirements which includes a flowage fee, currently 30 cents/gallon), install its own fuel tanks on its leasehold and fuel its own aircraft with its own facilities and employees.

**Timeline for Construction:** Lessee has until November 7, 2020 [being extended to February 7, 2021], to obtain all of the necessary permits for construction and actually commence construction of the required hangar building. Lessee will have until March 7, 2022 [being extended to August 7,
2022] to complete construction of the required hangar building.

Security/Perf. Guaranty: $32,000.00

Insurance Requirements: $5 million combined single limit CGL (including premises, products and completed operations, and contractual liability); $5 million combined single limit aircraft liability; $1 million combined single limit business auto; property insurance, including fire and extended coverages, for all risks of physical loss or damage to the premises and improvements, for full replacement value; $1 million employer’s liability; and workers’ compensation as required by state law

Note: This Contract Summary 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.
SECOND AMENDMENT TO LAND LEASE FOR
CONSTRUCTION AND OPERATION OF A FLIGHT SCHOOL AT PAGE FIELD

THIS AMENDMENT is made and entered into this ___ day of
____________, 20___, 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 (herein referred to as "Authority")
and FMY HOLDINGS, LLC, a Florida limited liability company with
offices at 1555 The Greens Way, Jacksonville Beach, FL 32250
(herein referred to as "Lessee").

Background

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

Lessee and the Authority are parties to a certain Land Lease
For Construction and Operation of a Flight School At Page Field,
dated March 7, 2019 and amended September 3, 2020 (herein the
"Lease"). The parties desire to amend the Lease to adjust the
deadline for Lessee to obtain all necessary permits and to
commence construction of the required hangar building as well as
the deadline for Lessee to complete construction of the required
hangar building.

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

1. **EXTENSION OF TIME TO OBTAIN PERMITS, COMMENCE CONSTRUCTION AND COMPLETE CONSTRUCTION**

The third paragraph of Section 5.2 of the lease is hereby deleted in its entirety and replaced with the following:

“Lessee will use commercially reasonable efforts to complete the construction of its building and other improvements required under this Section 5.2 by August 7, 2022.”

In addition, Section 5.5 of the Lease as amended (entitled “Options to terminate”) is hereby deleted in its entirety and replaced with the following:

“Section 5.5 Options to terminate. Notwithstanding any other provisions of this lease that may appear to the contrary, if Lessee fails to obtain all necessary permits for construction and actually commence construction of the required hangar building (described in Section 5.2 above), by February 7, 2021, then, until such time as the Lessee has commenced construction, the Authority may, at its sole option, terminate this lease. Likewise, if Lessee commences said construction, but fails to complete such construction by August 7, 2022, then, unless Lessee’s construction is in progress and making bona fide progress toward completion, the Authority may, at its sole option, terminate this lease.

If Authority’s right to terminate is exercised as herein provided, this lease shall thereafter be null and void, and any money or security deposited hereunder shall be returned to Lessee (provided Lessee is then current on any rent obligations) and no additional liability will accrue from either party to the other.

If Authority fails to approve Lessee’s proposed plans for construction of the required hangar building (described in Section 5.2 above) within 60 days of Lessee’s submittal of proposed plans to the Authority, then Lessee may, at its sole option, terminate this lease. If Lessee’s right to terminate is exercised as herein provided, this lease shall thereafter be null and void, and any money (except for such rents and fees as may already have accrued) or security deposit hereunder shall be returned to Lessee (provided Lessee is then current on any financial obligations) and no additional liability will accrue from either party to the other.”
2. **NO OTHER CHANGES**

All other provisions of the Lease 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.

**FMY HOLDINGS, LLC**
(Lessee)

By: Airline Transport Professionals Holdings, Inc., a Florida Corporation, its member

By: [Signature]

Print: Derrick S. Dennis

Title: President

Date: 11/30/20

**WITNESSED BY:**

[Signature]

Witness

[Print Name]

[Signature]

Witness

[Print Name]

**LEE COUNTY PORT AUTHORITY**

By: Chairman or Vice Chairman, Lee County Port Authority Board of Port Commissioners

Date: 

**ATTEST:**

LINDA DOGGETT, CLERK

By: [Signature]

Deputy Clerk

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

By: [Signature]

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

2. FUNDING SOURCE: Account WJ5422941200.503490

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: 10. Consent Agenda

6. ASMC MEETING DATE: 12/15/2020

7. BoPC MEETING DATE: 1/21/2021

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

9. REQUESTOR OF INFORMATION:
   (ALL REQUESTS)
   NAME  Mark Fisher
   DIV.  Aviation

10. BACKGROUND:

On May 14, 2020, the Authority advertised Request for Proposals (RFP) 20-45MMW, Janitorial Services for 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, ten (10) of which were deemed fully responsive and responsible, each meeting or exceeding the minimum requirements. The staff evaluation committee short-listed the ten (10) firms to a ranked order of the top four (4) firms as follows:

1. Flagship Aviation Services
2. Sunshine Cleaning Systems
3. Service Management Systems
4. SP PLUS DFS Joint Venture

On August 18, 2020, the Airports Special Management Committee (ASMC) heard oral presentations by the four firms. All four firms presented virtually via Google Meets. After hearing the presentations, followed by a question and answer

11. RECOMMENDED APPROVAL

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:
   - APPROVED X (5-0)
   - APPROVED as AMENDED
   - DENIED
   - OTHER

13. PORT AUTHORITY ACTION:
   - APPROVED
   - APPROVED as AMENDED
   - DENIED
   - DEFERRED to
   - OTHER
period with each firm, the ASMC ranked the four firms in the following order:

1. SP PLUS DFS Joint Venture
2. Flagship Aviation Services
3. Sunshine Cleaning Systems
4. Service Management Systems

On September 3, 2020, the Board concurred with the ASMC’s selection of SP PLUS DFS Joint Venture as the most qualified firm to provide janitorial services for Southwest Florida International Airport and directed staff to proceed with contract negotiations. The service provider agreement is performance-based, whereby minimum cleaning requirements must be consistently met to provide janitorial services to the Authority’s satisfaction. The 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, throughout the term of the agreement. The budgeted annual cost for Provider to perform janitorial services for Southwest Florida International Airport is as follows:

Year-1: $5,319,799.84
Year-2: $5,525,861.54
Year-3: $5,778,931.36
Year-4: $6,044,301.71
Year-5: $6,321,022.99

Total cost for the five-year contract term is $28,989,917.44.

If approved, the service provider agreement will have an initial term of five (5) years beginning May 1, 2021 with two (2), two-year renewal options at the discretion of the Authority. The Board also authorizes the Executive Director, or authorized designee, to amend this contract by up to 15% above the annual contract fees outlined herein per year in order to ensure the RSW terminal facilities remain clean considering an unforeseen spike in passenger activity, extraordinary conditions such as storm or event clean-up, additional government cleaning requirements related to COVID, and other unexpected events. Any contract amendment exceeding 15% of the annual contract fees must be approved by the Board.

Attachments:
1. Service Provider Agreement
LEE COUNTY PORT AUTHORITY
SERVICE PROVIDER AGREEMENT

RFP 20-45MMW

JANITORIAL SERVICES FOR
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 SP PLUS DFS JOINT VENTURE, a joint venture partnership of Diverse Facility Solutions and SP PLUS Corporation, authorized to do business in the State of Florida, ("PROVIDER"), at 200 East Randolph Street, Suite 7700, Chicago, IL 60601, Federal Identification Number 85-1414488.

WITNESSETH

WHEREAS, the Authority desires to obtain Janitorial Services from Provider for various buildings at the Southwest Florida International Airport ("Airport") in Fort Myers, Florida ("Airport"); 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 proposal 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 conducted 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 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.

The Authority may require additions or deletions to the work described in Exhibit "A", Scope of Services. All such changes will be accomplished by a written Work Order using a form acceptable by the Authority and signed by the Authority's Contract Management Department Head.

No later than sixty (60) days after the Effective Date of this Agreement (as defined below) Provider must furnish an updated and detailed Cleaning Plan and Cleaning Schedule to the Authority's Contract Management Department Head.

3.0 REQUEST FOR PROPOSALS AND PROVIDER’S PROPOSAL – INCORPORATION BY REFERENCE

The terms of the Authority's Request for Proposals, including Exhibits, any Addenda to the Request for Proposals, and Provider’s Proposal 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 Proposals and this Agreement, or the Provider’s Proposal 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 Proposal and that those representations and this information have resulted in the selection of Provider to provide goods or perform services under this Agreement.

4.0 INCORPORATION OF EXHIBITS BY REFERENCE

The following Exhibits are attached hereto and are hereby incorporated and made part of this Agreement. Based on the needs of the Authority, the Exhibits may be modified from time to time upon written notice to the Provider without formal amendment to this Agreement.

EXHIBIT A  SCOPE OF SERVICES
EXHIBIT B  PAY APPLICATION & COST PROPOSAL
EXHIBIT C  MINIMUM CLEANING STANDARDS
EXHIBIT D  STANDARD CLEANING PROCEDURES - ROUTINE & PROJECT
EXHIBIT E  CLEANING SUPPLY SPECIFICATIONS & SDS
EXHIBIT F  FLOOR SURFACE TYPES
5.0 DEFINITIONS

Airport: The Southwest Florida International Airport, airport code RSW, located in Fort Myers, Florida.

Airport Terminal: The RSW main terminal building consisting of three levels and its three attached concourses. Directly across the entrance roadway is the three-story parking garage and rental car facility.

Airport Terminal Facilities: Area encompassing the Airport Terminal, the Concourses, and all Outbuildings, also referred to as the "Facilities."

Assigned Area: Storage areas, office space and Personnel lunch break rooms as may be assigned to the Provider from time to time as determined by the Authority.

Authority: The Lee County Port Authority, a dependent special district of Lee County, 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 designated 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 "G", Cleanable Square Footage.

Cleaning Agents: 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 cleaning.

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: This 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 Management Department Head: Authority's senior-level official 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 or 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.

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 of the parking structure 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 requested and the cost associated with completing the Extra Work. A Task Authorization must be approved 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.

6.0 TERM OF AGREEMENT

The term of this Agreement is five (5) years, commencing on May 1, 2021 (the “Effective Date”). The Authority reserves the option to extend the term of this Agreement for two (2) additional twenty-four month terms, under such terms as the Authority and the Provider may negotiate and agree upon. If the Authority exercises both options, the total term of this Agreement will be nine (9) years. Authority may exercise each option by giving Provider notice of its intent to extend the term of the Agreement at least thirty (30) days prior to expiration of the current term or any extension term. On receipt of notice of Authority’s intent to extend the term of the Agreement, Provider will have fifteen (15) days to negotiate terms for the extension and accept or reject the extension term.
7.0 **END OF TERM TRANSITION**

During the final year of the initial term of this Agreement, or any extended term, Authority plans to award and transition to a new contract for janitorial services that may include an assignment of rights to the Assigned Area or portions thereof. If Provider is not selected for the award of the new contract, the Provider will cooperate fully with Authority and Provider's successor to ensure an effective and efficient transition of the Assigned Area and janitorial services to the successor.

As part of the transition, the Provider will remove all of its Cleaning Agents, materials, supplies and equipment, excluding a two week supply of Cleaning Agents, materials and supplies that will remain in the Assigned Area for the successor. The Provider acknowledges its responsibility to continuously perform the Services required by this Agreement and maintain the highest level of cleaning and customer service during the transition to the successor.

8.0 **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 by the Provider.

9.0 **PERSONNEL**

The Provider agrees that when the services to be 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.

10.0 **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.

Provider shall be responsible for the quality and functionality of all products supplied and services performed by or for the Provider under this Agreement. The Provider shall, without additional compensation, correct any errors or deficiencies in its services, or if directed by Authority, supply a comparable replacement product or service.

Provider's management personnel must be onsite a minimum of 40 hours per week, with the exception of holidays and vacation or other paid time off. Contract Management must be informed in advance whenever Provider's management personnel
schedule time off in excess of three days. Provider's quality control administrator must work a schedule that is reviewed and approved by Contract Management to allow for adequate performance oversight between the parties.

11.0 COMPENSATION AND METHOD OF PAYMENT

11.1 The Authority shall pay the Provider for all authorized goods provided or services completed in accordance with the requirements, provisions, and/or terms of this Agreement based on the Provider's Proposal and the payment terms set forth in Exhibit "B" for services rendered during the preceding month and documented in Provider's monthly invoice, as described in this Section.

11.2 COMMENCEMENT OF SERVICES

Notwithstanding the above, Provider shall not perform any work or make any deliveries under this Agreement until receipt of Authority's Notice to Proceed. Provider acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and Authority may elect to purchase goods covered by this Agreement directly or to assign some, all or none of the required services in its sole discretion.

11.3 PAYMENT OF COMPENSATION

(a) COMPENSATION - Upon Authority's acceptance of Providers' work, Authority will pay Provider as specified in Exhibit "B". All amounts invoiced are understood and agreed to include all direct and indirect labor costs, personnel related costs, overhead and administrative costs, costs of subcontractor(s), out-of-pocket expenses and costs, 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 may submit no more than one invoice based solely on the approved Pay Application to the Authority for each calendar month. Invoices must be sent to Authority's Contract Management Department at "Lee County Port Authority, ATTN: Contract Management, 11000 Terminal Access Rd., Suite 8671, Fort Myers, FL 33913. A sample Pay Application Form is attached hereto as Exhibit "B", Pay Application Form. The Form may be modified by the Authority from time-to-time. Acceptability and payment for the work will be determined solely by the Authority. The Provider must submit the Pay Application to the Authority's Contract Management Department. The Provider will apply the applicable rates as outlined below and seen in the Provider's submitted Cost Proposal as contained in Exhibit "B", Cost Proposal.
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Estimated Year-1 total cost of services = $5,319,799.84

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Estimated Year-2 total cost of services = $5,525,861.54

YEAR-3
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Estimated Year-3 total cost of services = $5,778,931.36

YEAR-4
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<tr>
<td>Hourly Labor - Extra Work</td>
<td>24.1300</td>
</tr>
<tr>
<td>Supplies Rate</td>
<td>0.0345</td>
</tr>
</tbody>
</table>

Estimated Year-4 total cost of services = $6,044,301.71

YEAR-5
<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Sq Ft Routine Public Cleaning</td>
<td>0.5697</td>
</tr>
<tr>
<td>Per Sq Ft Routine Non-Public Cleaning</td>
<td>0.3023</td>
</tr>
<tr>
<td>Per Sq Ft Project Cleaning</td>
<td>0.1448</td>
</tr>
<tr>
<td>Hourly Labor - Extra Work</td>
<td>24.8500</td>
</tr>
<tr>
<td>Supplies Rate</td>
<td>0.0345</td>
</tr>
</tbody>
</table>

Estimated Year-5 total cost of services = $6,321,022.99

Estimated 5-year total cost of contracted janitorial services = $28,989,917.44
(c) **EXTRA WORK RATE** - Extra Work as requested by the Authority will be billed at the Extra Work rate as indicated above and in Exhibit “B”, Cost Proposal. All Extra Work orders must be presented and signed by the Authority’s Contract Management Department Head and the Provider before any Extra Work commences. Completed Extra Work Orders must be included in the monthly Pay Application.

No amount will be payable by the Authority for any portion of Cleanable Square Footage that is taken out of service by the Authority for a period exceeding 30 days. In such an event, the Provider and Authority will adjust the Cleanable Square Footage to reflect the change.

(d) **SUPPLIES RATE** - Cost will be based on the fixed cost presented above and in Exhibit “B”, Cost Proposal, multiplied by the previous month’s Total Passengers as published on Authority’s website at [www.flylcpa.com](http://www.flylcpa.com).

(e) **ASSESSED FEES** - The Authority will conduct inspections daily and across all shifts as outlined in Exhibit “A”, Scope of Services and will notify the Provider of discrepancies. If an inspection reveals unsatisfactory performance, the Authority reserves the right to deduct assessed fees from the Pay Application in accordance with the fee schedule outlined below and in the Scope of Services, Assessment of Liquidated Damages.

<table>
<thead>
<tr>
<th>Liquidated Damages (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>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>

(f) **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. If Authority objects or takes exception to the amount of any 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.

11.4 **PRICE ADJUSTMENTS** - If the Authority exercises the option to extend the initial term or any extended term of this Agreement, it may consider Provider's request for an upward price adjustment for the first and second two-year extension terms, but only where grounds for the price adjustment is verified to the satisfaction of the Authority. However, any "across the board" price decreases must be immediately conveyed to Authority and Provider's compensation adjusted accordingly for the remainder of then the current term.

12.0 **CONTRACT ADJUSTMENT DISCUSSIONS**

If unforeseen Airport operational factors adversely affect the parties' performance expectations and the Provider is consistently unable to meet the required janitorial cleaning performance standards, the parties agree to meet to discuss proposed contract adjustment(s) that may apply to the remainder of the initial term. Any such contract adjustment may only be enacted by written amendment to this Agreement and executed with the same formalities as this Agreement.

13.0 **NON-APPROPRIATION CLAUSE**

All funds for payment by the Authority under this Agreement are subject to the availability of an annual appropriation for this purpose by the Authority. In the event of non-appropriation of funds by the Authority for the goods or services provided under this Agreement, the Authority will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this Agreement is spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Provider on thirty (30) days prior written notice from Authority, 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.
14.0 **FAILURE TO PERFORM**

If Provider fails to commence, provide, perform and/or complete any of the services or provide any goods 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.

15.0 **ADDITIONAL SERVICES**

If Authority decides to pursue a health and safety certification and Airport cleaning accreditation, the Provider must prepare and provide all necessary cleaning documents outlined in the accreditation process and cooperate with the Authority to complete any additional steps required for certification or accreditation as indicated.

16.0 **CONTRACT CHANGES**

A change order or amendment is a written contract modification prepared by Authority and signed by both Parties hereto, stating their agreement upon all of the following, and without invalidating this Contract:

1). A change in the Scope of Work, if any;

2). A change of the Contract amount, fees, hourly rates or other costs, if any;

3). A change of the basis of payment, if any;

4). A change in Contract time, if any; and

5). Changes to the terms and conditions of this Contract if any.

16.1 **Claim for Payment**

Any claim for payment for changes in the Scope of Service that is not covered by written change order or amendment or other written instrument signed by the Parties hereto will be rejected by Authority. The Provider acknowledges and agrees that Provider will not be entitled to payment for changes in the Scope of Service unless such revised Scope of Service is specifically authorized in writing by Authority in advance. Changes in the Scope of Service will be performed under applicable provisions of the Contract Documents, and Provider will proceed promptly, unless otherwise provided in the change order, amendment or other written instrument.
17.0 **AUTHORITY'S REPRESENTATIVE**

The Authority's Contract Management Department Head will administer this Agreement for Authority.

18.0 **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 Section.
19.0 PROVIDER'S PUBLIC RECORDS OBLIGATIONS

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

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 PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'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 33913, FORT MYERS, FLORIDA publicrecords@flylcpa.com; http://www.flylcpa/public records.

20.0 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 below, 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. If Provider fails to surrender these items within five (5) days, the Provider shall be assessed a fee of One Hundred Dollars ($100.00) 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.

21.0 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.

22.0 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.
23.0 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.

23.1. 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 23.2.1 through 23.2.3, below. All liability insurance policies obtained by Provider to meet the requirements of this Agreement, other than Worker’s Compensation and Employer’s Liability policies, must name Authority as an additional insured as to the operations of Provider under this Agreement and shall contain the severability of interests provisions.
23.2. COVERAGES

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

23.2.1. **Commercial General Liability Insurance** - Provider shall maintain Commercial General Liability Insurance. Coverage must 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:

- **Commercial General Liability**: $2,000,000
- **General Aggregate**: $4,000,000
- **Products - Completed Operations Aggregate**: $6,000,000

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.

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.

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

- **Bodily Injury and Property Damage Liability**: $5,000,000 Combined Single Limit

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.

23.2.3. **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:
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.

<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 – Bodily Injury</td>
</tr>
<tr>
<td>$1,000,000</td>
</tr>
<tr>
<td>Disease Per Employee</td>
</tr>
<tr>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

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

23.2.4. Certificates of Insurance - Provider must use Authority's Certificate of Insurance attached as Exhibit "J" 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.

23.2.5. 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.

23.2.6 Subcontractor Requirements - Provider must ensure that its agents, representatives, and subcontractors comply with the insurance requirements set forth herein.

24.0 ADDITIONAL INSURED

Authority must be named as an additional insured on all policies except for workers' compensation. Each 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."
25.0 PROHIBITED ACTIVITIES

No goods or materials will be kept, stored, or used in or on the Assigned Area that are flammable, explosive, hazardous (as defined below) or that may be offensive or cause harm to the general public or cause damage to the Assigned Area. Nothing will be done in the Assigned Area other than as provided in this Contract that will increase the rate of or suspend the insurance on the Assigned Area or on any structure of the Authority. No machinery or apparatus will be used or operated on the Assigned Area that will damage the Assigned Area or adjacent areas; provided, however, that nothing under this heading will preclude the Provider from bringing or using on or about the Assigned Area, with approval by Authority, such materials, supplies, equipment, and machinery as are appropriate or customary in the operation of the Provider's business under this Contract.

The term "Hazardous" will mean:

1. Any substance the presence of which requires or may later require notification, investigation or remediation under any environmental law; or

2. Any substance that is or becomes defined as a "hazardous waste", "hazardous material", "hazardous substance", "pollutant" or "contaminant" under any federal, state, or local environmental law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.), the Resources Conservation and Recovery Act (42 U.S.C. §6901 et seq.) and the associated regulations; or

3. Any substance that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise harmful and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, any state of the United States, or any political subdivision within any state; or

4. Any substance that contains gasoline, diesel fuel or other petroleum hydrocarbons or volatile organic compounds; or

5. Any substance that contains polychlorinated biphenyls, asbestos or urea formaldehyde foam insulation; or

6. Any substance that contains or emits radioactive particles, waves or materials, including, without limitation, radon gas.

26.0 GUARANTY AND BONDING REQUIREMENTS

Provider must furnish within sixty (60) days of the date this Agreement is signed the following bonds and performance and payment guarantees:
Performance bond: A performance bond in the amount of $2,000,000.00 must be presented by the Provider to the Authority.

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 must 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. A payment bond in the amount of $1,000,000 must be presented by the Provider to the Authority.

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 issued in favor of the Authority and guaranteeing full payment for labor and materials in connection with this agreement may be accepted in lieu of the payment bond.

Customs Bond. 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. A crime and fidelity bond to protect the Authority against financial loss due to employee fraud or theft must be provided for the Provider's company and all employees performing work under this contract against theft. Such bond must name the Authority as the insured.

27.0 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.

28.0 **SOVEREIGN IMMUNITY**

Provider acknowledges and agrees that Authority does not waive its sovereign immunity by entering into this Agreement and that nothing herein shall be interpreted as a waiver of Authority's rights, including the limitation of waiver of immunity per Section 768.28, Florida Statutes, or any other statute, and Authority expressly reserves those rights to the fullest extent allowed by law.

29.0 **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 performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of $35,000.00.

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

30.0 **OWNERSHIP AND TRANSFER OF DOCUMENTS**

All documents such as 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 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.

31.0 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 must 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.

32.0 NO THIRD PARTY BENEFICIARIES

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

33.0 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.

34.0 PROHIBITED INTERESTS

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

35.0 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.

36.0 COVENANTS AGAINST DISCRIMINATION

36.1 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.

36.2 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 subcontractor 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 subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment beyond these time limits may occur only for good cause following written approval of the delay by Authority. This clause applies to both DBE and non-DBE subcontractor.

36.3 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.

37.0 F.A.A. NON-DISTIMINATION 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.

38.0 NON-DISTIMINATION 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/sub-consultants, 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.

39.0 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.
40.0 **E-VERIFY CLAUSE**

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

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

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

40.2. 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 register 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.

41.0 **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.

42.0 **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.
43.0 NOTICES AND ADDRESS

43.1 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

SP PLUS DFS JOINT VENTURE
c/o SP PLUS Corporation
16200 Brookpark Road, 2nd Floor
Cleveland, OH 44114
Attention: Robert Reiser, Senior Vice President

With copy to:
SP PLUS Corporation
200 East Randolph Street, Suite 7700
Chicago, IL 60601
Attention: Legal Department

43.2 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.

44.0 TERMINATION OR SUSPENSION

44.1 Provider shall be considered in material default of this Agreement and such default will be considered cause for Authority to terminate this Agreement, in whole or in part, as further set forth in this Section, for any of the following reasons: (a) failure to begin work under this Agreement within the times specified, or (b) failure to properly and timely perform the services as directed by Authority as provided in this Agreement, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Provider, or (d) failure to obey laws, ordinances, regulations or other code 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 Provider seven (7) calendar days written notice.

44.2 If, after notice of termination of this Agreement, it is determined for any reason that Provider was not in default, or that its default was excusable, or that Authority was not entitled to the remedies against Provider provided herein, then Provider's remedies against Authority shall be the same as and limited to those afforded Provider under paragraph 36.6 below.

44.3 This Agreement may also be terminated by the Authority at its convenience, by giving thirty (30) calendar days written notice to Provider. In the event of such
termination, Authority will be responsible to Provider only for compensation earned by the
Provider prior to the effective date of the termination. In no event shall Authority be
responsible for lost profits of Provider or any other element of breach of contract.

44.4 After receipt of a notice of termination, the Provider shall stop work on the
date of receipt of the notice of termination or other date specified in the notice; place no
further orders or subcontracts for materials, services, or facilities except as necessary for
completion of such portion of the work not terminated; terminate all vendors and
subcontracts; and settle all outstanding liabilities and claims.

44.5 Upon termination, Provider shall deliver to Authority all original papers,
documents, drawings, models and other materials described in this Agreement.

44.6 Authority shall have the power to suspend all or any portion of the services
to be provided by Provider hereunder upon giving Provider 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, Provider’s sole and exclusive remedy shall be payment for
services previously rendered and goods ordered and delivered to Authority.

44.7 The Authority’s rights under this Agreement shall survive the termination or
expiration of this Agreement and are not waived by final payment or acceptance and are
in addition to the Provider’s obligations under this Agreement.

45.0 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.

46.0 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. Nor shall the exercise by either party of any rights or
remedies provided herein shall not constitute a waiver of any other rights or remedies
available under this Agreement or any applicable law.

47.0 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.
48.0 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.

48.0 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 - Chuck Voase

Witness - Jessica Valesky

SEAL

Provider
SP PLUS DFS JOINT VENTURE
By: SP PLUS Corporation
Its Managing Agent

By: [Signature]
Authorized Signature for Provider

Robert Reiser, Senior Vice President
EXHIBIT A
SCOPE OF SERVICES

1. 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.

2. PERFORMANCE BASED CLEANING
The services to be provided by the Provider will be considered completely performance based. The requirements set forth in this Scope of Services 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 C, 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.

Proposer’s proposal exhibits D - I set forth the methods, techniques, supplies, procedures, and cleaning frequencies to be used at the Airport which have resulted in satisfactorily maintaining the performance levels indicated and in Exhibit C, Minimum Cleaning Standards. The Authority understands that cleaning methodologies may vary.
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.

3. 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 F and G, Floor Surface Types, Cleanable Square Footage, 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. **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.

11. **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.

12. 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.

The Authority intends to surplus all current equipment 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.

13. 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.

14. 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 E, 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 E, 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.

15. 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.

16. 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. 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:
  - The total number of Personnel.
  - The total number of part-time Personnel.
  - The total number of full-time Personnel.
  - List of key staff with title and phone numbers.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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;
  - Cleaning Agents usage and availability of MSDS and how to use them.
  - Tools and equipment, operation and safety.
  - Safety issues including compliance with OSHA Act of 1970.
  - 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.

22. **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.

a. **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. Such assessed liquidated damages are not imposed as a penalty and are not in lieu of any consequential damages suffered by Authority resulting from the infraction.
1. **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 B, 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.
## EXHIBIT B
PAY APPLICATION and COST PROPOSAL

### YEAR-1
- Per Sq Ft Routine Public Cleaning: 0.4999
- Per Sq Ft Routine Non-Public Cleaning: 0.2652
- Per Sq Ft Project Cleaning: 0.1271
- Hourly Labor - Extra Work: 22.0800
- Supplies Rate: 0.0345

Estimated Year-1 total cost of services = $5,319,799.84

### YEAR-2
- Per Sq Ft Routine Public Cleaning: 0.5112
- Per Sq Ft Routine Non-Public Cleaning: 0.2712
- Per Sq Ft Project Cleaning: 0.1299
- Hourly Labor - Extra Work: 22.7400
- Supplies Rate: 0.0345

Estimated Year-2 total cost of services = $5,525,861.54

### YEAR-3
- Per Sq Ft Routine Public Cleaning: 0.5292
- Per Sq Ft Routine Non-Public Cleaning: 0.2808
- Per Sq Ft Project Cleaning: 0.1345
- Hourly Labor - Extra Work: 23.4200
- Supplies Rate: 0.0345

Estimated Year-3 total cost of services = $5,778,931.36

### YEAR-4
- Per Sq Ft Routine Public Cleaning: 0.5479
- Per Sq Ft Routine Non-Public Cleaning: 0.2907
- Per Sq Ft Project Cleaning: 0.1393
- Hourly Labor - Extra Work: 24.1300
- Supplies Rate: 0.0345

Estimated Year-4 total cost of services = $6,044,301.71

### YEAR-5
- Per Sq Ft Routine Public Cleaning: 0.5697
- Per Sq Ft Routine Non-Public Cleaning: 0.3023
- Per Sq Ft Project Cleaning: 0.1448
- Hourly Labor - Extra Work: 24.8500
- Supplies Rate: 0.0345

Estimated Year-5 total cost of services = $6,321,022.99

Estimated Total 5-year contracted janitorial services = $28,989,917.44
## EXHIBIT B
**PAY APPLICATION & COST PROPOSAL**

**SAMPLE PAY APPLICATION**
(example form that the Authority would like utilized during term of contract)

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<tbody>
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<td>1st Level - Terminal &amp; Concourses</td>
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<td>2nd Level - Terminal &amp; Concourses</td>
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<td>Passenger Boarding Bridges</td>
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<tr>
<td>3rd Level - Terminal</td>
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<tr>
<td>Maintenance Field Shop</td>
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<td>Vehicle Maintenance Building</td>
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<td>Airside &amp; Maintenance Ctr</td>
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<tr>
<td>Grounds Maintenance Building</td>
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<tr>
<td>Aircraft Rescue &amp; Firefighting Bld</td>
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<tr>
<td>Commercial &amp; Ground Transportation</td>
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<tr>
<td>Chiller Building (terminal only)</td>
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<tr>
<td>Externals/Outside/Open Areas</td>
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<tr>
<td>ACA (Air Operations Area)</td>
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<tr>
<td>Passenger Count Prior Month</td>
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| **Totals:** | **577,775** | **145,944** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** |

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.
EXHIBIT C
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 faces.</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>
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</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>Cleaning Activity</td>
<td>Surface</td>
<td>Cleaning Definition</td>
<td>Additional Cleaning Activity Requirements</td>
</tr>
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<td>--------------------------------------------------------------------</td>
</tr>
<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>

- **fixtures cleaning**
  - sink basins, urinals, and faucets, and dispensers
  - the item is left without dust, streaks, film, odor or stains and has a bright and uniform appearance.
  - 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.

- **Shampooing**
  - Carpet
  - Free of dirt, grime, spills, and stains.
  - Hot water extraction of the carpets. Machine hot water cleaning with scrubber.

- **Spot cleaning**
  - Carpet, fabrics, vinyl and all other surfaces
  - Free of all stains, gum, food debris, sticky substances, spills, deposits, Garbage/Trash, and any other foreign substances, leaving a uniform appearance.
  - 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.

- **Sweeping**
  - Floors
  - Free of all dirt, dust, gum, grit, lint and debris.

- **Terrazzo cleaning**
  - Terrazzo floors
  - 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.
  - 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.

- **Tile/VCT cleaning**
  - Ceramic and Vinyl Compositio n Tile (VCT)
  - Free of all scar marks, luggage tracks, dirt, dust, gum, grit, lint and debris; achieving a slip resistant surface; and presenting a reflective appearance.
  - 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.
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. Carpeted floors 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, ceiling, stations, 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. Policing 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 unblocked. 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 stockpiling 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 D
STANDARD CLEANING PROCEDURES - ROUTINE

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@flyfpca.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. Glean 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 unplug 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.
14. Procedure 14 – Janitoriai Closets

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 nonusable 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 shut-off 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.
STANDARD CLEANING PROCEDURES - PROJECT

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 to not 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 to not 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 a 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 the 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 the flush valve and top of the fixture 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, relin 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 undersides 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 Cleaners
   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

10. -
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 seated 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, 18,200 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@flvlcoa.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.

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 manner.
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; Specially 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 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 3SG (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 ¼" 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.

28. Project Procedure 29 - Terrazzo Tile Grinding, Polishing, and Sealing

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 SLK 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 Pproxide, 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.
EXHIHTE

CLEANING SUPPLY SPEClFICATnDNS A& SDS

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<td>Consume Eco-Lyzer</td>
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</tr>
<tr>
<td>Enriched Foam Lotion Soap with Moisturizers</td>
<td>8019</td>
</tr>
<tr>
<td>ABC Dry Chemical Fire Extinguishment</td>
<td>144-55-8</td>
</tr>
<tr>
<td>Chewing Gum Remover</td>
<td>6445</td>
</tr>
<tr>
<td>Orange Tough 90</td>
<td>2290</td>
</tr>
<tr>
<td>Hi Test NL102</td>
<td>NL 01</td>
</tr>
<tr>
<td>Tread Clean</td>
<td>CS-20-03</td>
</tr>
<tr>
<td>Graffiti Remover SAC</td>
<td>3071, 3171</td>
</tr>
<tr>
<td>42- Clothesline Fresh Xtreme Oxygen Bleach (15)</td>
<td>7015</td>
</tr>
<tr>
<td>32 fl. oz. Hand Sanitizing Solution Refill Bags</td>
<td></td>
</tr>
</tbody>
</table>
**EXHIBIT F**

**FLOOR SURFACE TYPES**

<table>
<thead>
<tr>
<th>Floor Type</th>
<th>Square Footage</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>First Floor</strong></td>
<td></td>
</tr>
<tr>
<td>Main Terminal</td>
<td></td>
</tr>
<tr>
<td>Baggage Claim Public Area</td>
<td>Terrazzo 83622</td>
</tr>
<tr>
<td>Entrance/Exit Doors</td>
<td>Terazzo/Carpent 2450</td>
</tr>
<tr>
<td>Lost and Found</td>
<td>Carpet 314</td>
</tr>
<tr>
<td>APD Office near baggage 10</td>
<td>VCT 305</td>
</tr>
<tr>
<td>Restrooms</td>
<td>Ceramic Tile 2000</td>
</tr>
<tr>
<td>Elevator Lobby 10105</td>
<td>Concrete 261</td>
</tr>
<tr>
<td>Stairs 10125</td>
<td>Concrete 246</td>
</tr>
<tr>
<td>Stairs 1022</td>
<td>Concrete 210</td>
</tr>
<tr>
<td>Corridor by ID Office</td>
<td>VCT 1207</td>
</tr>
<tr>
<td>ID Office</td>
<td>VCT 468</td>
</tr>
<tr>
<td>ID Office Training Room</td>
<td>Carpet 222</td>
</tr>
<tr>
<td>Loading Dock Restroom</td>
<td>Ceramic Tile 69</td>
</tr>
<tr>
<td>Loading Dock Area</td>
<td>Concrete 3405</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>89049</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Floor Type</th>
<th>Square Footage</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Second Floor</strong></td>
<td></td>
</tr>
<tr>
<td>Main Terminal</td>
<td></td>
</tr>
<tr>
<td>Common Area</td>
<td>Terrazzo 101078</td>
</tr>
<tr>
<td>Entrance/Exit Doors</td>
<td>Terazzo/Carpent 2381</td>
</tr>
<tr>
<td>Corridor 2013</td>
<td>VCT 537</td>
</tr>
<tr>
<td>Stairs 2023</td>
<td>Concrete 281</td>
</tr>
<tr>
<td>Exterior Ticket Counter Area</td>
<td>Concrete 1074</td>
</tr>
<tr>
<td>Restrooms</td>
<td>Ceramic Tile 3997</td>
</tr>
<tr>
<td>Corridor 2000M001205</td>
<td>VCT 520</td>
</tr>
<tr>
<td>Interior Ticket Counter Area</td>
<td>Rubber Mats 9010</td>
</tr>
<tr>
<td>Stairs 201208</td>
<td>Concrete 289</td>
</tr>
<tr>
<td>Stairs 20592</td>
<td>Concrete 257</td>
</tr>
<tr>
<td>Stairs 202304</td>
<td>Concrete 257</td>
</tr>
<tr>
<td>Stairs 2012010</td>
<td>Terrazzo 225</td>
</tr>
<tr>
<td>Stairs 21600501</td>
<td>Terrazzo 227</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>118244</td>
</tr>
</tbody>
</table>

**B Concourse**

<table>
<thead>
<tr>
<th>Floor Type</th>
<th>Square Footage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customs</td>
<td>Carpet 2690</td>
</tr>
<tr>
<td>Add Rooms/Offices</td>
<td>VCT 9042</td>
</tr>
<tr>
<td>Corridors</td>
<td>VCT 3166</td>
</tr>
<tr>
<td>Restrooms</td>
<td>Ceramic Tile 2665</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>46185</td>
</tr>
</tbody>
</table>

**C Concourse**

<table>
<thead>
<tr>
<th>Floor Type</th>
<th>Square Footage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Air Comm</td>
<td>Anti-Slip Tile 1398</td>
</tr>
<tr>
<td>Air Comm</td>
<td>VCT 256</td>
</tr>
<tr>
<td>Operations</td>
<td>Carpet 4970</td>
</tr>
<tr>
<td>Operations Break Room</td>
<td>VCT 452</td>
</tr>
<tr>
<td>Maintenance Offices</td>
<td>Carpet 1381</td>
</tr>
<tr>
<td>Maintenance Offices</td>
<td>VCT 614</td>
</tr>
<tr>
<td>Corridors</td>
<td>VCT 4317</td>
</tr>
<tr>
<td>Restrooms</td>
<td>Ceramic Tile 1505</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>16241</td>
</tr>
</tbody>
</table>

**D Concourse**

<table>
<thead>
<tr>
<th>Floor Type</th>
<th>Square Footage</th>
</tr>
</thead>
<tbody>
<tr>
<td>APD Concourse/Lunch Room</td>
<td>VCT 2924</td>
</tr>
<tr>
<td>APD Offices</td>
<td>Carpet 3391</td>
</tr>
<tr>
<td>APD Restrooms/Locker Rooms</td>
<td>Ceramic Tile 1071</td>
</tr>
<tr>
<td>Corridors</td>
<td>VCT 2046</td>
</tr>
<tr>
<td>Restrooms</td>
<td>Ceramic Tile 924</td>
</tr>
<tr>
<td>D5 Gate Area</td>
<td>Carpet 2489</td>
</tr>
<tr>
<td>D9 Restrooms</td>
<td>Ceramic Tile 792</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>14227</td>
</tr>
</tbody>
</table>

**3rd Floor**

<table>
<thead>
<tr>
<th>Floor Type</th>
<th>Square Footage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Offices and Corridors</td>
<td>Carpet 36810</td>
</tr>
<tr>
<td>Restrooms</td>
<td>Ceramic Tile 1617</td>
</tr>
<tr>
<td>Lobby Area</td>
<td>Tile 710</td>
</tr>
<tr>
<td>Storage/Break Rooms/Lunch Rooms</td>
<td>VCT 1014</td>
</tr>
<tr>
<td>Stairs</td>
<td>Concrete 211</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>41933</td>
</tr>
</tbody>
</table>

**RAC Building**

<table>
<thead>
<tr>
<th>Floor Type</th>
<th>Square Footage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Circulation Area</td>
<td>Terrazzo 19280</td>
</tr>
<tr>
<td>Restrooms</td>
<td>Terrazzo 815</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>20235</td>
</tr>
</tbody>
</table>

**Passenger Boarding Bridges (27)**

- Elevators: Metal 1189
- Escalators: Metal 2050

---

**Square Footage by Surface Type**

- Terrazzo 20671
- Carpet 171747
- VCT 30303
- Ceramic Tile 23817
- Concrete 6954
- Anti-slip Tile 1398
- Rubber Mats 6510
- Elevators 1195
- Escalators 2080
- Subtotal 142227
- Carpet 537
- Concrete 281
- Ceramic Tile 3997
- Rubber Mats 9010
- Concrete 289
- Concrete 257
- Concrete 257
- Terrazzo 225
- Terrazzo 227
- Subtotal 118244
- Carpet 2690
- VCT 9042
- Ceramic Tile 2665
- VCT 46185
- Anti-Slip Tile 1398
- VCT 256
- Carpet 4970
- VCT 452
- Carpet 1381
- VCT 614
- VCT 4317
- Ceramic Tile 1505
- VCT 16241
- VCT 2924
- Carpet 3391
- Ceramic Tile 1071
- VCT 2046
- Ceramic Tile 924
- Carpet 2489
- Ceramic Tile 792
- Ceramic Tile 14227
- Carpet 36810
- Ceramic Tile 1617
- Tile 710
- VCT 1014
- Concrete 211
- Ceramic Tile 41933
- Terrazzo 19280
- Terrazzo 815
- Terrazzo 20235
- Metal 1189
- Metal 2050

---

**Total**

- 118244
EXHIBIT G  
SQUARE FOOTAGE & MAPS

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.

<table>
<thead>
<tr>
<th>Main Terminal Cleanable Public and Non-Public Square Footage</th>
<th>Outbuilding non-Public Cleanable Square Footage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Level</td>
<td>Maintenance Field Shop 3,395</td>
</tr>
<tr>
<td>Public Cleanable</td>
<td>Vehicle Maintenance Building 6,256</td>
</tr>
<tr>
<td>Non-Public Cleanable</td>
<td>Airport Training &amp; Conference Center 6,849</td>
</tr>
<tr>
<td>Total</td>
<td>Airfield &amp; Grounds Maintenance Building 5,961</td>
</tr>
<tr>
<td></td>
<td>ARFF 14,659</td>
</tr>
<tr>
<td></td>
<td>Commercial &amp; Ground Transportation 1,203</td>
</tr>
<tr>
<td></td>
<td>Chiller Building Restroom 195</td>
</tr>
<tr>
<td></td>
<td><strong>Total Cleanable</strong> 38,518</td>
</tr>
<tr>
<td>2nd Level</td>
<td>Exterior/Sidewalk/Open Areas (Public) 145,624</td>
</tr>
<tr>
<td>Public Cleanable</td>
<td>AOA Sidewalks (non-public) 14,376</td>
</tr>
<tr>
<td>Passenger Boarding Bridges (Public Cleanable)</td>
<td></td>
</tr>
<tr>
<td>Non-Public Cleanable</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>3rd Level</td>
<td></td>
</tr>
<tr>
<td>Public Cleanable</td>
<td></td>
</tr>
<tr>
<td>Non-Public Cleanable</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
</tr>
<tr>
<td>Rental Car Building</td>
<td></td>
</tr>
<tr>
<td>Public Cleanable</td>
<td></td>
</tr>
<tr>
<td>Non-Public Cleanable</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
</tr>
<tr>
<td>Terminal &amp; RAC Totals</td>
<td></td>
</tr>
<tr>
<td>Public Cleanable</td>
<td></td>
</tr>
<tr>
<td>Non-Public Cleanable</td>
<td></td>
</tr>
<tr>
<td>Total Cleanable</td>
<td></td>
</tr>
</tbody>
</table>

|                         |                         |
| Total Cleanable         | 525,199                 |
|                         |                         |
Janitorial Routine & Project Cleaning Services

<table>
<thead>
<tr>
<th>Janitorial Use Spaces</th>
<th>Public - Cleanable Areas</th>
</tr>
</thead>
<tbody>
<tr>
<td>(271,057 Square Feet Total)</td>
<td>Non-Public - Cleanable Areas</td>
</tr>
<tr>
<td>(6,580 Square Feet Total)</td>
<td></td>
</tr>
</tbody>
</table>

Lee County Port Authority
Terminal Building 2nd Floor (DEPARTURES)
1020 Terminal Access Rd, Fort Myers, FL 33913
Janitorial Routine & Project Cleaning Services

- Janitorial Use Spaces
- Non-Public - Cleanable Areas (41,232 Square Feet Total)
Janitorial Routine & Project Cleaning Services

- Public - Cleanable Areas
  (84,501 Square Feet Total)
Janitorial Routine & Project Cleaning Services

Public - Cleanable Areas
(57,702 Square Feet Total)
Janitorial Routine & Project Cleaning Services

- Public - Cleanable Areas
  (20,203 Square Feet Total)
Janitorial Routine & Project Cleaning Services

Public - Cleanable Areas
(3,421 Square Feet Total)
Janitorial Routine & Project Cleaning Services

Non-Public - Cleanable Areas
(195 Square Feet Total)
Janitorial Routine & Project Cleaning Services

Janitorial Use Spaces  Non-Public - Cleanable Areas
(1,203 Square Feet Total)
Janitorial Routine & Project Cleaning Services

Non-Public - Cleanable Areas
(3,244 Square Feet Total)

Lee County Port Authority
Vehicle Maintenance Bldg., 1st Floor (North)
15810 Air Cargo Lane, Fort Myers, FL 33913

RFP 10-45

EXHIBIT G

Page 13 of 18
Janitorial Routine & Project Cleaning Services

Janitorial Use Spaces  Non-Public - Cleanable Areas
(3,395 Square Feet Total)

Lee County Port Authority
Airport Maintenance Field Building (North)
15920 Air Cargo Lane, Fort Myers, FL 33913

Exhibit G

Page 15 of 18
Training Center
Floor Plan

Janitorial Routine & Project Cleaning Services

Janitorial Use Spaces  Non-Public - Cleanable Areas
(6,849 Square Feet Total)
Red doors indicate NO ACCESS

Janitorial Routine & Project Cleaning Services

- Janitorial Use Spaces
- Non-Public - Cleanable Areas (5,961 Square Feet Total)

Lee County Port Authority
Aircfield & Grounds Maintenance Building (North)
23901 Regional Lane, Fort Myers, FL 33913

RFP 20-45
EXHIBIT G
**Location: RSW**

**Routine Tasks & Frequencies**

<table>
<thead>
<tr>
<th>Interior Public Areas</th>
<th>1st Shift</th>
<th>2nd Shift</th>
<th>3rd Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A.</strong> Use a long-handled microfiber dust mop to sweep dirt and dust from the .........</td>
<td>Daily, As Needed</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td><strong>B.</strong> Empty waste receptacles and replace torn or soiled plastic liners. Empty ..........</td>
<td>Daily, As Needed</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td><strong>C.</strong> 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.</td>
<td>Daily, As Needed</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td><strong>D.</strong> 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.</td>
<td>Daily</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td><strong>E.</strong> Spot-clean glass windows or partitions 12’ and below as needed. Spot clean all vertical and horizontal surfaces as needed.</td>
<td>Daily, As Needed</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td><strong>F.</strong> Remove all debris from seats, tables and floor at seating units, taking care that the material is abandoned before removing.</td>
<td>Daily, As Needed</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td><strong>G.</strong> Police interior planters, sign barges, information displays, advertising millwork, exterior FIDS displays – remove debris and clean/dust tops and sides as needed.</td>
<td>Daily, As Needed</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>
## Public Restroom Areas

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Frequency</th>
<th>1st Shift</th>
<th>2nd Shift</th>
<th>3rd Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Empty waste receptacles. Pick up any litter.</td>
<td>Every 30 mins - Season; 6-8X per shift - Off Season</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Replace any disposable plastic liners which are soiled or torn.</td>
<td>Every 30 mins - Season; 6-8X per shift - Off Season</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Supply and re-stock toilet paper, paper towels, toilet seat covers, feminine products, and hand soap or foam, as applicable and necessary.</td>
<td>Every 30 mins - Season; 6-8X per shift - Off Season</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>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).</td>
<td>Every 30 mins - Season; 6-8X per shift - Off Season</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>Clean spills with mop and cleaner-disinfectant solution.</td>
<td>Every 30 mins - Season; 6-8X per shift - Off Season</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>Use a plumber's plunger to unclog a clogged toilet.</td>
<td>Every 30 mins - Season; 6-8X per shift - Off Season</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>H</td>
<td>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.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Sidewalks and Patio Areas

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Frequency</th>
<th>1st Shift</th>
<th>2nd Shift</th>
<th>3rd Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>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.</td>
<td>Daily, As Needed</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>
EXHIBIT H

<table>
<thead>
<tr>
<th>Task</th>
<th>Frequency</th>
<th>1st Shift</th>
<th>2nd Shift</th>
<th>3rd Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td>Daily, As Needed</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>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.</td>
<td>Daily, As Needed</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>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.</td>
<td>Daily, As Needed</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>E. Dust benches, including brackets and legs underneath. Remove any gum or stickers.</td>
<td>Daily, As Needed</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>F. Police exterior Curb Areas *</td>
<td>Daily, As Needed</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>G. Push and remove standing water as needed.</td>
<td>Daily, As Needed</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>H. Power clean sidewalks, joints and tile walls at least weekly on the third shift.</td>
<td>Weekly</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>I. Power clean concrete vertical structures, concrete planters and planter walls at least weekly on the third shift.</td>
<td>Weekly</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td><strong>Note:</strong> 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.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>J. Personnel assigned to Procedure 3 shall wear a bright orange reflective safety vest on the outside of all other clothing at all times.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Deep Clean Restrooms

<table>
<thead>
<tr>
<th>Task</th>
<th>Frequency</th>
<th>1st Shift</th>
<th>2nd Shift</th>
<th>3rd Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td>Daily</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>B. Re-supply toilet paper, feminine products, paper towels and hand soap/foam, as applicable.</td>
<td>Daily</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>C. Clean mirrors with glass cleaner in plastic spray bottles and clean microfiber cloth. Do not use paper towels.</td>
<td>Daily</td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>
### EXHIBIT H

<table>
<thead>
<tr>
<th>Task</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td>Daily X</td>
</tr>
<tr>
<td>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.</td>
<td>Daily X</td>
</tr>
<tr>
<td>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.</td>
<td>Daily X</td>
</tr>
<tr>
<td>G. Spot-clean stainless steel and chrome surfaces. Wipe dry first, and then use a cloth dampened with stainless steel cleaner.</td>
<td>Daily X</td>
</tr>
<tr>
<td>H. Wash waste containers as needed, or at least weekly.</td>
<td>Weekly X</td>
</tr>
<tr>
<td>I. Remove trash from the floor by sweeping with a broom and picking up with a dustpan.</td>
<td>Daily X</td>
</tr>
<tr>
<td>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.</td>
<td>Daily X</td>
</tr>
<tr>
<td>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.</td>
<td>Weekly X</td>
</tr>
<tr>
<td>L. Clean underside of basins with cloth/sponge and cleaner-disinfectant solution. Clean hardware underneath using cloth with stainless steel cleaner and wipe dry.</td>
<td>Weekly X</td>
</tr>
<tr>
<td>M. Descalse fixtures, using mild acid-type bowl cleaner, being certain to keep bowl cleaner inside of fixtures.</td>
<td>Weekly X</td>
</tr>
</tbody>
</table>

*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.*

### Elevators

<table>
<thead>
<tr>
<th>Task</th>
<th>1st Shift</th>
<th>2nd Shift</th>
<th>3rd Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Sweep and mop tiled or stainless steel grate floors to remove soil, stains, or gum.</td>
<td>Daily X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td>Daily X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td>Daily X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task</td>
<td>Frequency</td>
<td>1st Shift</td>
<td>2nd Shift</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
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</tr>
<tr>
<td>D. Sweep and mop hard surface tile or steel grate floors.</td>
<td>Weekly</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. Clean ceiling surfaces, and remove ceiling tiles to clean dirt, bugs, debris from the top and interior tracks of any transparent ceiling tile sections.</td>
<td>Weekly</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Public Areas</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td>Daily</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Police planters. Spot clean as needed.</td>
<td>Daily, As Needed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Dust all windowsills, ledges and furniture tops, using a lightly treated cloth, dusting mitts, or small dust mop with a short handle.</td>
<td>Daily, As Needed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Dust artwork with dusting tool – use caution for sensitive artwork.</td>
<td>Daily, As Needed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. Clean smudges and soil from glass doors and windows, using a glass cleaner in a spray bottle and a clean cloth.</td>
<td>Daily</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td>Daily</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td>Daily</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td>Daily</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td>Daily</td>
<td></td>
<td></td>
</tr>
<tr>
<td>J. 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.</td>
<td>Daily</td>
<td></td>
<td></td>
</tr>
<tr>
<td>K. Rearrange furniture per the approved Position Arrangement Plan as necessary.</td>
<td>Daily, As Needed</td>
<td></td>
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</tbody>
</table>
Concrete Stairways, Non-Public Stairwells and Landing

<table>
<thead>
<tr>
<th>Task</th>
<th>1st Shift</th>
<th>2nd Shift</th>
<th>3rd Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Police to remove litter.</td>
<td>Daily</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Sweep up dirt and debris, and mop up any spills or stains.</td>
<td>Daily</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>C. Remove chewing gum with a putty knife.</td>
<td>Daily</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Spot-clean doors. Use a broom to knock down any cobwebs.</td>
<td>Daily</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. Sweep with whisk broom or vacuum-clean treads with pack vacuum.</td>
<td>Weekly</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>F. Wash hand rails with clean cloth and detergent solution.</td>
<td>Weekly</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>G. Spot-clean walls and risers.</td>
<td>Weekly</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>H. Every two (2) Weeks or as necessary: Mop stair treads.</td>
<td>Every OTHER Week</td>
<td></td>
<td>X</td>
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</tbody>
</table>

Offices, Lounge, and Conference Rooms

<table>
<thead>
<tr>
<th>Task</th>
<th>1st Shift</th>
<th>2nd Shift</th>
<th>3rd Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Empty all waste receptacles. Wash out soiled receptacles with cloth and cleaner-disinfectant solution. Replace disposable plastic liners which are torn or soiled.</td>
<td>Daily</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>B. Spot-clean glass in doors and partitions. Use a soft clean cloth and glass cleaner in a spray bottle.</td>
<td>Daily</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>C. Spot-clean doors, walls and furniture.</td>
<td>Daily</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>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.</td>
<td>Daily</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>E. Dust mop terrazzo, vinyl, or porcelain tile and resilient floors with dry dust mop.</td>
<td>Daily</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>F. Arrange furniture.</td>
<td>Daily</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>G. 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.</td>
<td>2X/Week</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>H. Spray-buff scuffed, marked or dull resilient floors and then dust.</td>
<td>2X/Week</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>I. 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.</td>
<td>Weekly</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>J. 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.</td>
<td>Weekly</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>K. Airport Communications ESD (static control tile) floors to be cleaned using VPI ESD Ongoing Cleaner and used to manufacturer’s directions and specifications.</td>
<td>Weekly</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>
### Clean Horizontal Surfaces

<table>
<thead>
<tr>
<th>Task</th>
<th>Frequency</th>
<th>1st Shift</th>
<th>2nd Shift</th>
<th>3rd Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. 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.</td>
<td>Daily</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

### Clean Light Fixtures

<table>
<thead>
<tr>
<th>Task</th>
<th>Frequency</th>
<th>1st Shift</th>
<th>2nd Shift</th>
<th>3rd Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Dust and remove all dirt and impregnated matters on interior and exterior surfaces.</td>
<td>Daily</td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Clean Stainless Steel Surfaces

<table>
<thead>
<tr>
<th>Task</th>
<th>Frequency</th>
<th>1st Shift</th>
<th>2nd Shift</th>
<th>3rd Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Clean stainless steel surfaces at least once per day on the third shift.</td>
<td>Daily</td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Trash & Ash Receptacles, and Trash Removal

<table>
<thead>
<tr>
<th>Task</th>
<th>Frequency</th>
<th>1st Shift</th>
<th>2nd Shift</th>
<th>3rd Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td>2-4X/Shift</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>B. Boxes, cans, papers, etc., placed near a trash receptacle marked “Trash” (or “Basura”) within Authority offices shall be removed and properly disposed of.</td>
<td>Daily</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td>Daily, As Needed</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

### Break Rooms (Authority Offices)

<table>
<thead>
<tr>
<th>Task</th>
<th>Frequency</th>
<th>1st Shift</th>
<th>2nd Shift</th>
<th>3rd Shift</th>
</tr>
</thead>
</table>
A. 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.

<table>
<thead>
<tr>
<th>Task</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td>Daily</td>
</tr>
<tr>
<td>Janitorial Closets</td>
<td></td>
</tr>
<tr>
<td>A. 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).</td>
<td>Daily, 1st, 2nd, 3rd Shift</td>
</tr>
<tr>
<td>Compactor / Trash Corral / Trash Staging Areas</td>
<td></td>
</tr>
<tr>
<td>A. 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.</td>
<td>Daily, As Needed</td>
</tr>
<tr>
<td>B. 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.</td>
<td>Daily, 1st, 2nd, 3rd Shift</td>
</tr>
<tr>
<td>Escalators</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td>Daily, 1st, 2nd, 3rd Shift</td>
</tr>
<tr>
<td>B. Remove gum from treads/landing.</td>
<td>Daily, 1st, 2nd, 3rd Shift</td>
</tr>
</tbody>
</table>
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.

**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. | Daily | X |
| B. | Clean baggage belts. Dust, clean with damp mop and mild cleaner, and/or vacuum tops of baggage belts. | Daily | X | X |
| C. | Clean exterior baggage transfer devices/conveyors and surrounding area, picking up all litter. | Daily | X | X |
| D. | Vacuum and clean carpet. | Daily | X |
| 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. | Daily | X |

**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.

<p>| 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. | Daily, As Needed but mostly on 3rd Shift | X | X | X |</p>
<table>
<thead>
<tr>
<th></th>
<th>Perform Spot and Stain removal nightly, or as necessary throughout the day, using approved spotting methods.</th>
<th>Daily</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>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.</td>
<td>Daily</td>
<td></td>
</tr>
<tr>
<td></td>
<td>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.</td>
<td>Daily</td>
<td></td>
</tr>
</tbody>
</table>
This project includes fourteen (14) terminal passenger elevators 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.

### Project: Clean Garage Elevator Cab Interiors (Garage - 6 units)

<table>
<thead>
<tr>
<th>Calendar</th>
<th>1st Shift</th>
<th>2nd Shift</th>
<th>3rd Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>2X/Week</td>
<td>X</td>
<td></td>
<td>Sundays</td>
</tr>
</tbody>
</table>

Project: Clean Main Terminal Elevator Cab Interiors (Terminal - 14 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 to not 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.

### Project: Deep Clean All Interior PUBLIC Restroom Surfaces (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.

<table>
<thead>
<tr>
<th></th>
<th>1st Shift</th>
<th>2nd Shift</th>
<th>3rd Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project</td>
<td>Weekly</td>
<td>X</td>
<td>Mondays &amp; Thursdays</td>
</tr>
<tr>
<td></td>
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</tr>
<tr>
<td><strong>G.</strong></td>
<td>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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>H.</strong></td>
<td>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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>I.</strong></td>
<td>(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 the flush valve and top of the fixture with a clean white cloth.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>J.</strong></td>
<td>(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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>K.</strong></td>
<td>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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>L.</strong></td>
<td>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 thequat 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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>M.</strong></td>
<td>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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>N.</strong></td>
<td>Clean mirrors.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>O.</strong></td>
<td>Check soap dispenser levels and add soap as necessary.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>P.</strong></td>
<td>Replace/restock all paper products.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**EXHIBIT 1**

<table>
<thead>
<tr>
<th>Q. Call Supervisor for final inspection and to report any deficiencies e.g., lights out, door malfunctions, etc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>R. Open restroom to public.</td>
</tr>
<tr>
<td>S. Chemicals required:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Project: Deep Clean All Interior COMMON-USE, LCPA Restroom Surfaces (Common Use and LCPA Offices -21)</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>A. 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.</td>
</tr>
<tr>
<td>B. Refer to the procedures for this project as specified for Public Restrooms above.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Estimated Frequency</strong></th>
<th>1st Shift</th>
<th>2nd Shift</th>
<th>3rd Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2X/Week</strong></td>
<td></td>
<td></td>
<td>Tuesdays &amp; Fridays</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Project: Clean Interior Graphics ESTIMATED FREQUENCY: Four (4) Times/Year</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>A. This project is to clean ALL the interior graphics. The reason for including &quot;all&quot; 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.</td>
</tr>
<tr>
<td>B. 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.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Estimated Frequency</strong></th>
<th>1st Shift</th>
<th>2nd Shift</th>
<th>3rd Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>4X/Annually</strong></td>
<td></td>
<td></td>
<td>January, April, July, October</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Project: Wash Interior Walls</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>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:</td>
</tr>
</tbody>
</table>

| 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. |

<table>
<thead>
<tr>
<th><strong>Estimated Frequency</strong></th>
<th>1st Shift</th>
<th>2nd Shift</th>
<th>3rd Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>4X/Annually</strong></td>
<td></td>
<td></td>
<td>February, May, August, November</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Project: Clean Terrazzo Tile Floors</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Nightly Cleaning</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Estimated Frequency</strong></th>
<th>1st Shift</th>
<th>2nd Shift</th>
<th>3rd Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Nightly, phased through facilities</strong></td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>
**EXHIBIT I**

<table>
<thead>
<tr>
<th></th>
<th>Dust mop floor with a clean dust mop (yarn wick) or Easy Trap Duster to remove surface dirt.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Auto-scrub floor with neutral cleaner (product to be determined) and green or red scrub pad as appropriate.</td>
</tr>
<tr>
<td>3</td>
<td>Hand work stubborn stains and scuff marks using a neutral cleaner diluted with water. Follow stain removal procedure as prescribed herein.</td>
</tr>
<tr>
<td>4</td>
<td>Cold water rinses the floor with an autoscrubber, and allows the floor to dry completely.</td>
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</thead>
<tbody>
<tr>
<td></td>
<td>1-2X/Week based on passenger volume and high traffic vs. low traffic areas</td>
<td></td>
<td>Wednesdays &amp; Saturdays</td>
<td></td>
</tr>
<tr>
<td>B.</td>
<td>Burnishing</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>1</td>
<td>Dust mop floor with a clean dust mop (yarn wick type) or Easy Trap Duster to remove surface dirt.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Burnish floor with push behind or ride on high speed burnisher at frequencies as described in Item 3) below.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>3</td>
<td>Burnish High Traffic areas nightly. Burnish Moderate traffic areas Twice per Week, and Low traffic areas weekly.</td>
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</thead>
<tbody>
<tr>
<td></td>
<td>1-2X/Annually based on passenger volume and high traffic vs. low traffic areas</td>
<td></td>
<td>April &amp; October</td>
<td></td>
</tr>
<tr>
<td>C.</td>
<td>Apply Floor sealant/finish coat</td>
<td></td>
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</tr>
</tbody>
</table>

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.

Project: Clean High Areas and HVAC Vents

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 barge, 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.  

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<tbody>
<tr>
<td></td>
<td>4x/Annually</td>
<td></td>
<td></td>
<td>March, June, September, December</td>
</tr>
</tbody>
</table>
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.

<table>
<thead>
<tr>
<th>Project: Strip, Oil, and Polish Stainless Elevator Doors, Walls, and Jams</th>
<th>1st Shift</th>
<th>2nd Shift</th>
<th>3rd Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>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:</td>
<td>Monthly</td>
<td>X</td>
<td>2nd Week of the Month</td>
</tr>
<tr>
<td>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.</td>
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<tr>
<td>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.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Strip, Oil, and Polish Escalators (Quantity 12)</th>
<th>1st Shift</th>
<th>2nd Shift</th>
<th>3rd Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>
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.

<table>
<thead>
<tr>
<th>Project: Strip, Oil, and Polish Miscellaneous Stainless Steel</th>
<th>1st Shift</th>
<th>2nd Shift</th>
<th>3rd Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly, As Needed X</td>
<td>4th week of the month</td>
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</tbody>
</table>

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.

10.-
The process used to clean and polish the stainless steel is the same as detailed above in Project Procedure #11 above.

<table>
<thead>
<tr>
<th>Project: Wash Light Diffusers</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
</tr>
<tr>
<td>2X/Monthly</td>
</tr>
<tr>
<td>1st &amp; 3rd Week</td>
</tr>
<tr>
<td>1st Shift</td>
</tr>
<tr>
<td>2nd Shift</td>
</tr>
<tr>
<td>3rd Shift</td>
</tr>
<tr>
<td>1st &amp; 3rd Week</td>
</tr>
<tr>
<td>of the Month</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project: Clean and Restore the Terminal Seating Units (~4,000 seats)</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
</tr>
<tr>
<td>The detailed procedure is as follows:</td>
</tr>
<tr>
<td>A. The entire vinyl seating units is washed with a mild degreasing solution and thoroughly dried.</td>
</tr>
<tr>
<td>B. The vinyl seating unit aluminum frames are treated with a silicon-based protectant and polished.</td>
</tr>
<tr>
<td>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.</td>
</tr>
<tr>
<td>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.</td>
</tr>
<tr>
<td>E. Any gum shall be removed.</td>
</tr>
<tr>
<td>4X/Annually</td>
</tr>
<tr>
<td>January, April, July, October</td>
</tr>
<tr>
<td>1st Shift</td>
</tr>
<tr>
<td>2nd Shift</td>
</tr>
<tr>
<td>3rd Shift</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project: Clean Exterior Graphics</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
</tr>
<tr>
<td>Weekly</td>
</tr>
<tr>
<td>1st Shift</td>
</tr>
<tr>
<td>2nd Shift</td>
</tr>
<tr>
<td>3rd Shift</td>
</tr>
<tr>
<td>X</td>
</tr>
<tr>
<td>Mondays</td>
</tr>
</tbody>
</table>
## Project: Carpet Cleaning

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:

<table>
<thead>
<tr>
<th>Clean</th>
<th>1st Shift</th>
<th>2nd Shift</th>
<th>3rd Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Dry Soil Recovery</td>
<td>8X/Annually</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>
Exhibit 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

1. 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

1. 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.

2. 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.

3. 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.

4. 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:

<table>
<thead>
<tr>
<th>Area</th>
<th>Cleaning Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concourse B (24,300 sf), Concourse C (21,600 sf), and Concourse D (27,900 sf)</td>
<td>February, April, May, June, August, October, November, December</td>
</tr>
<tr>
<td>Passenger Loading Bridges (27 PLB's, 16,200 sf)</td>
<td>February, April, June, August, October, December</td>
</tr>
<tr>
<td>International Arrivals Building (IAB) areas (29,250 sf)</td>
<td>May &amp; November</td>
</tr>
<tr>
<td>Mezzanine and Operation Office Areas (45,000 sf)</td>
<td>July</td>
</tr>
</tbody>
</table>
EXHIBIT 1

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.

Project: 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. 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.

<table>
<thead>
<tr>
<th>Frequency</th>
<th>1st Shift</th>
<th>2nd Shift</th>
<th>3rd Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annually</td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Project: Clean Ash/Trash Units

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.

<table>
<thead>
<tr>
<th>Frequency</th>
<th>1st Shift</th>
<th>2nd Shift</th>
<th>3rd Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>4X/Annually</td>
<td>X</td>
<td></td>
<td>March, June, September, December</td>
</tr>
</tbody>
</table>

Project: Clean Acoustical Ceilings

ACoustical CeilingS

Dirt and dust accumulation on the ceilings may necessitate this project to be performed in the first floor terminal areas.

<table>
<thead>
<tr>
<th>Frequency</th>
<th>1st Shift</th>
<th>2nd Shift</th>
<th>3rd Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>4X/Annually</td>
<td>X</td>
<td></td>
<td>January, April, July, October</td>
</tr>
</tbody>
</table>

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.

### Project: Clean Passenger Boarding Bridges

<table>
<thead>
<tr>
<th></th>
<th>1st Shift</th>
<th>2nd Shift</th>
<th>3rd Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly</td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

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.

### Project: Clean Airside/Landside/Mezzanine/High Windows

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:

<table>
<thead>
<tr>
<th></th>
<th>1st Shift</th>
<th>2nd Shift</th>
<th>3rd Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>See frequencies below</td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>
### EXHIBIT I

<table>
<thead>
<tr>
<th>A. Twice Weekly: Arrival Entry Areas; Interior Departure Level Entry Areas; Departure 2nd Level Exterior Entry Areas.</th>
<th>Tuesdays &amp; Thursdays</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td>Fridays</td>
</tr>
<tr>
<td>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.</td>
<td>1st &amp; 3rd Week of the Month</td>
</tr>
<tr>
<td>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.</td>
<td>March, July, November</td>
</tr>
<tr>
<td>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).</td>
<td>July</td>
</tr>
</tbody>
</table>

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.

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**Project: Clean Lee County Port Authority Break Rooms**

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.

<table>
<thead>
<tr>
<th>Monthly</th>
<th>1st Week of the Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Shift</td>
<td>2nd Shift</td>
</tr>
</tbody>
</table>

**Project: Clean Exterior Airline Podiums**

The “Exterior Airline Podiums” are located at curbside check in. The countertops accumulate oil from contact with hands and forearms of both passengers and sky caps. In addition, the exhaust from the thousands of vehicles that operate in this area adds to the oily deposits on the finish.

<table>
<thead>
<tr>
<th>Weekly</th>
<th>Mondays</th>
</tr>
</thead>
</table>
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.

**Project: Public Areas (Night Shift)**

<table>
<thead>
<tr>
<th>Task Description</th>
<th>1st Shift</th>
<th>2nd Shift</th>
<th>3rd Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td>Daily</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>B. Dust all windowsills, ledges and furniture tops, using a lightly treated cloth, dusting mitts, or small dust mop with a short handle.</td>
<td>Daily</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Clean smudges and soil from glass doors and windows, using glass cleaner in a spray bottle and a clean cloth.</td>
<td>Daily</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td>Daily</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td>Daily</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td>Daily</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td>Daily</td>
<td></td>
<td></td>
</tr>
<tr>
<td>H. 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.</td>
<td>Daily</td>
<td></td>
<td></td>
</tr>
<tr>
<td>I. Rearrange furniture, where needed.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>J. 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.</td>
<td>Weekly</td>
<td></td>
<td>Sundays</td>
</tr>
<tr>
<td>K. 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.</td>
<td>2X/Week</td>
<td></td>
<td>Mondays &amp; Thursdays</td>
</tr>
</tbody>
</table>
L. 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.

<table>
<thead>
<tr>
<th>Project: Terminal Sidewalk Buffing/Cleaning</th>
<th>Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>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 scrubbing activity, and shall be performed in a safe and efficient manner.</td>
<td>1st Shift</td>
</tr>
<tr>
<td>2X/Weekly</td>
<td>X</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project: Clean Security Guard Shack &amp; GT Info Buildings</th>
<th>Weekly</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td>1st Shift</td>
</tr>
<tr>
<td>Weekly</td>
<td>X</td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>The Provider shall furnish all restroom supplies and materials for both the Gate 64 Security Guard Shack building.</td>
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</table>

<table>
<thead>
<tr>
<th>Project: Clean Main Parking Garage Walkways &amp; Stairwells</th>
<th>Weekly</th>
</tr>
</thead>
<tbody>
<tr>
<td>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 manner.</td>
<td>1st Shift</td>
</tr>
<tr>
<td>Weekly</td>
<td>X</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project: Terrazzo Tile, Grout &amp; Joint Repair/Replacement (performed by Airport Contractor; communicated through Custodial Team)</th>
<th>Year Round, As Needed</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Tile Replacement:</td>
<td></td>
</tr>
<tr>
<td>Year Round, As Needed</td>
<td>X</td>
</tr>
</tbody>
</table>
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 Kerastic 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 ½” 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 Mapel-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.

**Project: Terrazzo Tile Grinding, Polishing, and Sealing**

<table>
<thead>
<tr>
<th>A. Terrazzo Tile Grind/Polish and Seal:</th>
<th>1st Shift</th>
<th>2nd Shift</th>
<th>3rd Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-2X/Annually</td>
<td>X</td>
<td>X</td>
<td>January &amp; June</td>
</tr>
</tbody>
</table>

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.
<table>
<thead>
<tr>
<th>EXHIBIT 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>5) Final pass with diamond impregnated pads.</td>
</tr>
<tr>
<td>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.</td>
</tr>
<tr>
<td>7) Allow product to dry/cure and reapply second thinner film coat to insure total coverage according to directions.</td>
</tr>
<tr>
<td>8) Broom out puddles and remove excess according to label directions.</td>
</tr>
<tr>
<td>9) Allow to dry and cure 24 hours minimum before opening up area for pedestrian traffic.</td>
</tr>
</tbody>
</table>

**B. Terrazzo Tile Other Related Work: (provided by Airport Contractor)**

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.

**Project: Terrazzo Tile Stain Removal and Surface Treatment**
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 method.

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, Diamonine 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.
**SCHEDULE “J”**

**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</td>
</tr>
<tr>
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Name and Address of Insured

<table>
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<tr>
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</tr>
<tr>
<td>D</td>
<td></td>
</tr>
<tr>
<td>E</td>
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</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.

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<thead>
<tr>
<th>Company Letter</th>
<th>Type of Insurance</th>
<th>Policy Number</th>
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<th>Policy Expiration Date (mm/dd/yy)</th>
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<td></td>
<td>Owners &amp; Contractors Protective</td>
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<td>Broad Form Property Damage</td>
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<tr>
<td></td>
<td>Independent Contractors</td>
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<td>AUTOMOBILE LIABILITY</td>
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<td>Other than Umbrella Form</td>
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<td>Claims Made (Occurrence)</td>
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<tr>
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<td>WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY</td>
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<tr>
<td></td>
<td>OTHER</td>
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</table>

**DESCRIPTION OF OPERATIONS/Locations/Vehicles/Special Items**

**SPECIFIC PROJECT/Locations/Vehicles/Special Conditions:**

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

Name and Address of Certificate Holder

Date Issued: ____________________________
Authorized Representative: ____________________________
Address: ____________________________
Telephone #: ____________________________
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 of 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

<table>
<thead>
<tr>
<th>1. REQUESTED MOTION/PURPOSE:</th>
<th>Request Board adopt changes to the Southwest Florida International Airport (RSW) Airport Layout Plan (ALP) set to more accurately reflect current conditions and prior Board approvals</th>
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<td>3. TERM:</td>
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<td>4. WHAT ACTION ACCOMPLISHES:</td>
<td>Allows LCPA to submit changes to the RSW ALP set to the FAA for their review and approval.</td>
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<tr>
<td>5. CATEGORY:</td>
<td>11. Consent Agenda</td>
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<tr>
<td>6. ASMC MEETING DATE:</td>
<td>12/15/2020</td>
</tr>
<tr>
<td>7. BoPC MEETING DATE:</td>
<td>1/21/2021</td>
</tr>
</tbody>
</table>

| 8. AGENDA: | CEREMONIAL/PUBLIC PRESENTATION  
| | CONSENT  
| | ADMINISTRATIVE |
| 9. REQUESTOR OF INFORMATION: | (ALL REQUESTS)  
| | NAME: Mark Fisher  
| | DIV: Development |

| 10. BACKGROUND: | The Airport Layout Plan (ALP) assists the LCPA in planning, managing, prioritizing, and receiving state and federal funding for current and future developments on airport property. RSW has seen many positive changes and improvements to its facilities since the last time the Board adopted the ALP. The modifications currently proposed to the ALP reflect the completion of both aviation and non-aviation development at RSW. Updates to the associated plan sheets are proposed to more accurately reflect current conditions, agreements, and approvals previously approved by the Board. The following is a summary of those items that have been revised or added as part of this proposed ALP update: |
| 11. RECOMMENDED APPROVAL | |

| 11. - | |

<table>
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<tr>
<th>DEPUTY EXEC DIRECTOR</th>
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<tr>
<td>Mark R. Fisher</td>
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<td></td>
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<tr>
<td>Victoria B. Moreland</td>
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<tr>
<td>Brian W. McGonagle</td>
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<td>Gregory S. Hagen</td>
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<tr>
<td>Benjamin R Siegel</td>
<td></td>
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</tr>
</tbody>
</table>

| 12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION: | APPROVED X (5-0)  
| | APPROVED as AMENDED  
| | DENIED  
| | OTHER |

| 13. PORT AUTHORITY ACTION: | APPROVED  
| | APPROVED as AMENDED  
| | DENIED  
| | DEFERRED to  
| | OTHER |
since the FAA previously approved of this release and the Board has approved a sales agreement for this property.

Other updates to the RSW Airport Property Maps included the removal of land parcels designated as “Proposed Property Purchase” and “Voluntary Land Acquisition.” Several BOPC approved studies and projects have been completed since the last RSW Airport Property Map updates occurred in 2011 which have eliminated the need for future land acquisitions recommended in past Master Plans. See RSW Property Map Update Narrative/Research attached which justifies removal of these parcels. Specifically, the following parcels designated as “Proposed Property Purchase” and “Voluntary Land Acquisition” were removed from the Airport Property Maps:

- Parcel 5: Proposed Property Purchase – Noise, Airport Access
- Parcel 600: Proposed Property Purchase – Conveyances
- Parcel 6: Proposed Property Purchase – Noise
- Parcel 34: Proposed Property Purchase – Noise
- Timber Trails: Voluntary Land Acquisition – Noise

The “Proposed Property Purchase” and “Voluntary Land Acquisition” parcels were also on various other sheets within the ALP Drawing Set, so the following sheets were updated to remove those parcels as well:

- Sheet 2: Airport Layout Plan (ALP)
- Sheet 3: ALP Data Tables
- Sheet 5: FAR Part 77 Approach Surfaces
- Sheet 6: FAR Part 77 Inner Surfaces
- Sheet 13: Proposed Land Use

See attached current ALP Drawing Set Sheets 2, 3, 5, 6, 13, 14, and 15 which were last adopted by the Board on January 11, 2010, and were subsequently approved by the FAA on August 30, 2011. The proposed ALP Drawing Set Sheets 2, 3, 5, 6, 13, 14, and 15 are also attached.

**Airport Layout Plan**

The ALP assists the LCPA in planning, managing, prioritizing, and receiving state and federal funding for current and future developments on airport property. Additional changes to the RSW ALP are proposed to reflect current conditions, consistent with previous Board approvals (i.e., lease agreements, construction projects, etc.). The modifications currently proposed to the ALP reflect the completion of both aviation and non-aviation development at RSW. RSW has seen many positive changes and improvements to its facilities since the last time the Board adopted the ALP Sheet 2, including construction of numerous tenant projects, Skyplex Boulevard, new Midfield Taxiways/Terminal Apron, and a new Aircraft Rescue and Fire Fighting (ARFF) Station. The following is a summary of those items that have been revised or added as part of this proposed ALP Sheet 2 update:

- Skyplex Boulevard (Building 316)
- Gartner Project (Building 35)
- Publix/Skywalk Shopping Plaza (Building 33)
- Midfield 7-Eleven (Building 506)
- ARFF Station (Building 15)
- Maintenance Facility Upgrades (Building 3)
- General Aviation Terminal/FBO (Building 10)
- Terminal Apron Area
- Terminal Access Road Improvements
- Aircraft Parking Positions and Passenger Boarding Bridges
- Detention Basins
- Off-Airport Building Footprints
- Property Boundary
- Building Inventory Data Table
- Ultimate Conditions
- Air Traffic Control Tower
- Passenger Boarding Bridges
- Freight Building/Remote Loading Dock
- Proposed Loading Docks and Freight Building
- Proposed Terminal Expansion
- Remote Transmitter/Receiver (RTR) Site
- Airport Facility/Building List
Background (continued)

The proposed RSW ALP Drawing Set (Specifically Sheets 2, 3, 5, 6, 13, 14, and 15) will replace the current August 30, 2011 versions upon approval by the Board and FAA. This revision has been prepared in accordance with the requirements of the FAA and the Florida Department of Transportation (FDOT) in order to make airport projects eligible for future grant funding. Following Board adoption, the revised proposed ALP Drawing Set (Specifically Sheets 2, 3, 5, 6, 13, 14 and 15) will be forwarded to the FAA for their review and approval.

Attachments:
RSW Property Map Update Narrative/Research
Current RSW ALP Drawing Set (Specifically Sheets 2, 3, 5, 6, 13, 14, and 15 (2011)
Proposed RSW ALP Drawing Set (Specifically Sheets 2, 3, 5, 6, 13, 14, and 15 (2020)
LCPA RSW ALP Property Map Update Research

November 18, 2020

This document has been prepared to summarize LCPA’s research and corresponding justification for removing properties designated as “Proposed Property Purchase” and “Voluntary Land Acquisition” from the RSW ALP Property Map (Figure 1). Several studies and projects have been completed since the last ALP Property Map update occurred in 2011 which have eliminated the need for the land acquisitions recommended in past Master Plans. These studies and projects have also been approved Board of Port Commissioners (BOPC).

The below documents/projects were referenced during LCPA’s research:

Documents

• 2013 Part 150 Noise & Land Use Compatibility Study
• 2004 RSW Master Plan Update
• Wild Turkey Strand Preserve Management Plan
• South Florida Water Management District (SFWMD) Environmental Resource Permit (ERP) and Staff Review Summary for Midfield Terminal Complex

Projects

• Midfield Terminal Complex Project
• I-75 Direct Connect Project

The following pages provide the information and justification to remove Parcel #5, #600, #6, #34, and the remaining Timber Trails lands which are designated as “Proposed Property Purchase” and “Voluntary Land Acquisition” from the RSW ALP Property Map.

• Page/Figure 2: Parcel #5
• Page/Figure 3: Parcel #600
• Page/Figure 4: Parcel #6
• Page/Figure 5: Parcel #34
• Page/Figure 6: Timber Trails

Figure 1 - RSW ALP Property Map
**Reason for Inclusion:** The 2004 Master Plan for RSW recommended acquiring approximately 460 +/- acres between Treeline Avenue /Ben Hill Griffin Parkway (Parcel 5) and I-75 to provide airport access to I-75 and for noise mitigation.

**Justification for Removal:** The I-75 direct connect has been constructed and completed through the BOPC approved I-75 Direct Connect Project. This project involved voluntary acquisition of portions of Parcel #5, which were then released to the Florida Department of Transportation (R-3) and are no longer under LCPA ownership, as depicted in the image above. Additionally, per the BOPC approved Part 150 Noise & Land Use Compatibility Study completed in 2013, the acquisition of property was not recommended for inclusion in RSW’s Noise Compatibility Program, since no incompatible uses are located within the existing (2012) and future (2017) 65 dB DNL contour.
Figure 3 - Parcel #600

(Current Designation: Proposed Property Purchase – Conveyances)

Reason for Inclusion: The 2004 Master Plan ALP Set showed Parcel #600 but no narrative for the acquisition of this land could be located. Based on discussions with LCPA staff, this area was to provide an area for the future construction of a northern surface water conveyance channel as part of the Midfield Terminal Complex Project.

Justification for Removal: The Midfield Terminal Complex March 2000 SFWMD ERP and Staff Review Summary determined that the construction of the northern conveyance system/north outfall corridor (Parcel #600) was not necessary because the preservation of the existing on-site wetland systems would be adequate to convey the anticipated volume of water that drains to the south outfall corridor for ultimate discharge.
Reason for Inclusion: The 2004 Master Plan for RSW recommended acquiring land south of the airport between the Ben Hill Griffin Parkway extension and Airport Haul road for noise mitigation, which totals approximately 88 acres (Parcel #6). This land acquisition was recommended strictly for aircraft noise mitigation.

Justification for Removal: Per the BOPC approved Part 150 Noise & Land Use Compatibility Study completed in 2013, the acquisition of property was not recommended for inclusion in RSW’s Noise Compatibility Program, since no incompatible uses are located within the existing (2012) and future (2017) 65 dB DNL contour.
Reason for Inclusion: The 2004 Master Plan for RSW recommended acquiring land east of the new parallel runway to provide operational safety for the Runway Protection Zone (RPZ) and approach surface to the new parallel runway (Figure 5 - Image A). In 2011, the ALP Drawing Set was updated which reduced the amount of recommended land acquisition for Parcel #34 on the Airport Property Map (Figure 5 - Image B). This revision was made since the land underneath the RPZ and approach area falls within the Wild Turkey Strand Preserve. This land is managed through Lee County’s Conservation 20/20 program, which aims to protect natural areas in Lee County for the benefit of present and future generations in Southwest Florida. As such, no development that could impact the operational safety for the RPZ and approach surface to the new runway is expected to occur in that area.

Justification for Removal: The remaining recommendations for land acquisition are for noise mitigation only. Per the BOPC approved Part 150 Noise & Land Use Compatibility Study completed in 2013, the acquisition of property was not recommended for inclusion in RSW’s Noise Compatibility Program, since no incompatible uses are located within the existing (2012) and future (2017) 65 dB DNL contour.
**Figure 6 - Timber Trails**

(Current Designation: Voluntary Land Acquisition – Noise)

**Reason for Inclusion:** The 2004 Master Plan for RSW recommended that land within the “Timber Trails” subdivision be acquired for noise mitigation. Voluntary acquisition of lots within the Timber Trails subdivision was recommended to protect the airport from incompatible land use.

**Justification for Removal:** Per the BOPC approved Part 150 Noise & Land Use Compatibility Study completed in 2013, the acquisition of property was not recommended for inclusion in RSW’s Noise Compatibility Program, since no incompatible uses are located within the existing (2012) and future (2017) 65 dB DNL contour.
### ALP Data Tables

#### Airport Layout Plan

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<th>Section</th>
<th>Details</th>
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<td>Runway</td>
<td>08R/26L, 08L/26R, 17C/35C, 17R/35L, 05L/23R, 05R/23L, 24R/06L, 24L/06R</td>
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<td>Taxiways</td>
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<td>Pavements</td>
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<td>Signage</td>
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#### AIP and FIS Information

- **Airport Identification Code:** TFRY
- **Location:** Fort Myers, Florida
- **Runway 08R/26L:** 3,600 ft x 150 ft
- **Runway 08L/26R:** 3,600 ft x 150 ft
- **Runway 17C/35C:** 3,600 ft x 150 ft
- **Runway 17R/35L:** 3,600 ft x 150 ft
- **Runway 05L/23R:** 3,600 ft x 150 ft
- **Runway 05R/23L:** 3,600 ft x 150 ft
- **Runway 24R/06L:** 3,600 ft x 150 ft
- **Runway 24L/06R:** 3,600 ft x 150 ft
- **Access Runway:** 05-17, 17-05, 23-24, 24-23, 23-08, 08-23, 23-17, 17-23, 05-23, 23-05, 08-24, 24-08
- **Parking Areas:** A1-A10, B1-B10, C1-C10, D1-D10, E1-E10, F1-F10, G1-G10, H1-H10, I1-I10
- **Pavement Types:** Pavement A, Pavement B, Pavement C, Pavement D, Pavement E, Pavement F
- **Lighting Systems:** Lighting A, Lighting B, Lighting C, Lighting D, Lighting E, Lighting F
- **Signage Systems:** Signage A, Signage B, Signage C, Signage D, Signage E, Signage F
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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</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 x (5-0)
- APPROVED as AMENDED
- DENIED
- OTHER

13. PORT AUTHORITY ACTION:

- APPROVED
- APPROVED as AMENDED
- DENIED
- DEFERRED to
- OTHER
Background (continued)

- Wings on Danley Hangar (Building 507)
- JCP Leasing Hangar (Building 508)
- Airport Service Road/Perimeter Road
- Visual Approach Slope Indicator (VASI)
- Precision Approach Path Indicator (PAPI)
- Runway End Identifier Lights (REILs)
- Fuel Truck Staging Pad
- Runway End Elevations
- Runway 13-31 Length
- Runway 13-31 Label
- Airport Reference Code (ARC)
- North Airport Road Extension
- Off-Airport Building Footprints
- Building Inventory Data Table
- Electrical Vault
- Airport and Runway Data Tables
- Declared Distances Data Tables

The proposed ALP drawing is proposed to reflect current airport conditions, prior Board approvals (i.e., leases, LCPA projects, etc.) and current FAA required standards, and will replace the current July 25, 2016 version upon approval by the Board and the FAA. This revision has been prepared in accordance with the requirements of the FAA and the Florida Department of Transportation (FDOT) in order to make airport projects eligible for future grant funding. Following Board adoption, the revised ALP will be forwarded to the FAA and FDOT for their review and approval, subject to their minor requested changes.

Attachments:
Current FMY ALP (2016)
Proposed FMY ALP (2020)
## BOARD OF PORT COMMISSIONERS
### OF THE LEE COUNTY PORT AUTHORITY

<table>
<thead>
<tr>
<th>1. REQUESTED MOTION/PURPOSE: Request Board authorize a contract between the Lee County Port Authority and Johnson Engineering to provide General Planning and Environmental Services.</th>
<th>5. CATEGORY: 13. Consent Agenda</th>
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<tr>
<td>2. FUNDING SOURCE: N/A</td>
<td>6. ASMC MEETING DATE: 12/15/2020</td>
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<td>3. TERM: Three year contract.</td>
<td>7. BoPC MEETING DATE: 1/21/2021</td>
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<tr>
<td>4. WHAT ACTION ACCOMPLISHES: Provides a contract for one of two on-call consultants to perform general planning and environmental services at both airports.</td>
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<thead>
<tr>
<th>8. AGENDA:</th>
<th>9. REQUESTOR OF INFORMATION: (ALL REQUESTS)</th>
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<tbody>
<tr>
<td>CEREMONIAL/PUBLIC PRESENTATION</td>
<td>NAME  Mark Fisher</td>
</tr>
<tr>
<td>CONSENT</td>
<td>DIV.  Development</td>
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<table>
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<tr>
<td>On November 5, 2020, after a competitive selection process, the Board selected Johnson Engineering as one of two (2) top ranked firms to provide General Planning and Environmental Services for the Port Authority and authorized staff to begin contract negotiations. Since that time, staff has negotiated a professional service agreement with Johnson Engineering that will serve as the basis for future activities to provide general planning and environmental services. No fees are included as part of this agreement at this time. All Tasks are contingent on the availability of funds and the issuance of a written Task Authorization in accordance with the Board-approved agreement. Only Tasks authorized to begin and subsequently performed can be billed by and paid to the Consultant.</td>
<td></td>
</tr>
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Attachment:
Professional Services Agreement

<table>
<thead>
<tr>
<th>11. RECOMMENDED APPROVAL</th>
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<tbody>
<tr>
<td>DEPUTY EXEC DIRECTOR</td>
<td>COMMUNICATIONS AND MARKETING</td>
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<td>Gregory S. Hagen</td>
<td>Benjamin R. Siegel</td>
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LEE COUNTY PORT AUTHORITY

PROFESSIONAL SERVICES AGREEMENT

General Planning and Environmental Services – Continuing Contract

LOQ #20-47TLB

THIS AGREEMENT is entered this ____ day of _____________, 20____, between the LEE COUNTY PORT AUTHORITY, a political subdivision of the State of Florida ("Authority") located at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and JOHNSON ENGINEERING, INC., a Florida corporation, and having a business address of 2122 Johnson Street, Fort Myers, FL 33901, FEI No. 59-1173834, ("Consultant").

WITNESSETH:

WHEREAS, Authority desires to enter a continuing contract to obtain the professional general planning and environmental services of Consultant to benefit various Authority projects at the Southwest Florida International Airport and Page Field General Aviation Airport in Fort Myers, Florida; and

WHEREAS, Consultant has submitted Letters of Qualifications seeking to provide those services and represents that it has expertise in the type of professional services required; and

WHEREAS, Authority has conducted a competitive selection process under the terms of the Port Authority Purchasing Manual procedures to acquire “Other Professional Services” to obtain the professional services described above and has selected Consultant to provide those services; and

WHEREAS, the Parties have agreed that this Agreement is intended to be a “Continuing Contract”.

NOW, THEREFORE, in consideration of the above, the terms and provisions contained herein, and the mutual consideration described below, 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 it set out herein at length.

ARTICLE 2 - SCOPE OF SERVICES

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

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

ARTICLE 3 - TERM OF AGREEMENT

The term of this Agreement commences on the date first written above and continues for a term of three (3) years from that date (the "Expiration Date"), or the date Consultant completes, and Authority accepts, any work assigned by a Contract Amendment or Task Authorization issued before the Expiration Date, whichever occurs last. If a Contract Amendment or Task Authorization is issued that will require work to continue beyond the Expiration Date, neither Agreement nor Authorization may extend the term of this Agreement for more than six (6) months from the Expiration Date.

ARTICLE 4 - CONSULTANT'S RESPONSIBILITIES

Consultant shall:

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

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

4.3. Employ and designate a qualified licensed professional to serve as Consultant’s project manager ("Project Manager"). Consultant must designate its Project Manager in writing within five (5) calendar days after receiving an executed original of this Agreement. Consultant's Project Manager designation must be executed by the proper officers of Consultant, and shall acknowledge that the Project Manager shall have full authority to bind and obligate Consultant on all matters arising out of or relating to this Agreement. The Project Manager shall be specifically authorized and responsible to act on behalf of Consultant with respect to directing, coordinating and administering all aspects of the services provided under this Agreement. The person selected as Consultant's Project Manager will 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 subcontractor or subconsultant, or any personnel of any such subconsultant or subcontractor, engaged by Consultant to provide services under this Agreement, within fourteen (14) calendar days of receipt of a written request from Authority. Authority may make such requests with or without cause.

4.5 Agree to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by Consultant. The Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in such data, studies and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of Consultant.

4.6 Agree that neither review, approval, nor acceptance by Authority of any data, studies, reports, memoranda, and incidental professional services, work or materials furnished hereunder by the Consultant shall in any way relieve Consultant of responsibility for the adequacy, completeness and accuracy of its services and the quality of Consultant’s work and materials. Neither the Authority’s review, approval or acceptance of, nor payment for, any part of the Consultant's services, work and materials shall be construed to operate as a waiver of any of the Authority’s rights under this Agreement or any cause of action it may have arising out of the performance of this Agreement.

4.7. If requested by Authority, maintain for the duration of this Agreement a local office in Southwest Florida staffed full-time by Consultant's Project Manager. The local office must be Consultant's main place of business, or an independent branch office of Consultant's business, and not merely the office of a subconsultant or subcontractor providing desk space to the Project Manager.
4.8. Comply with all federal, state and local laws and building requirements. Consultant shall devote particular attention to complying with Federal Aviation Administration regulations, requirements and Advisory Circulars. The Consultant must also comply with all pertinent grant agreements and grant conditions applicable to each Contract Amendment or 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 Contract Amendment or Task Authorization.

4.9. Acknowledge that Authority is conducting an ongoing capital improvement program at the Southwest Florida International Airport and continuing renovations and improvements to Page Field General Aviation Airport. Accordingly, Consultant agrees to coordinate the performance of its services under this Agreement as directed and required by Authority so as to not 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 requested by Authority that are not specifically set out in the Scope of Services.

Additional Services 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 any 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. Providing models for Authority's use.

5.4. Furnishing services of independent professional associates and consultants for services other than those to be provided by Consultant under this Agreement.

5.5. Services during out-of-town travel required of Consultant and as directed by Authority, other than visits to any Project site or Authority's offices.
5.6. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except as otherwise provided for herein.

5.7. Preparing to serve or serving as a consultant or witness for Authority in any litigation, or other legal or administrative proceeding, involving any assignment (except for assistance in any litigation or other legal or administrative proceeding, involving any assignments that are included as part of the services to be provided herein).

5.8. Additional services rendered by Consultant in connection with any assignment, not otherwise provided for in this Agreement or not customarily furnished in accordance with generally accepted professional planning and environment practice.

Any additional services may be authorized only by a written amendment to this Agreement, signed by both parties prior to commencement of any additional services. Any additional services agreed to by the parties will constitute a continuation of the professional services requested under this Agreement and must be provided and performed in accord with the terms of this Agreement and any amendment to this Agreement.

Any amendment shall describe: (1) the scope of the additional services requested; (2) the basis of compensation; and (3) the period of time or performance schedule for completion of the additional services.

**ARTICLE 6 - RESPONSIBILITY FOR ESTIMATES**

6.1 If the Consultant is required to evaluate a project budget and prepare preliminary or detailed estimates of probable construction cost for any project or portion of a project, Consultant shall insure that all evaluations and estimates represent Consultant's best judgment as a professional familiar with the construction industry. For purposes of the Liability Provisions of this Article only, the Consultant's evaluations or estimate(s) shall be considered valid and effective for a period of six (6) months from the date Authority accepts the evaluation or estimate(s).

6.2. **Budget Evaluations** - Budget in this case applies to the Authority's budget and not to the budget as a project-controlled document. A budget is prepared with the use of flowsheets, layouts, and equipment details. This type of evaluation shall be accurate within twenty-five percent (25%) of the cost of construction of the Project. If the bids, as described above, fail to meet this prescribed accuracy, the cost associated with the preparation of the Budget Evaluation will be repaid by Consultant to Authority or deducted from any fees owing Consultant by Authority.

6.3. **Construction Estimates** - When preparing and submitting preliminary or detailed estimates of probable construction cost to the Authority for any project or portion of a project, the Consultant, by exercise of its experience, effort, knowledge and judgment, shall insure that all estimates represent Consultant's best judgment as a
professional familiar with the construction industry and shall be held accountable, responsible and liable for the accuracy and completeness of any and all such cost estimates.

(A) A construction cost estimate for purposes of this Agreement is an estimate prepared on the basis of well-defined engineering/architectural data and on detailed information set forth in specifications, designs or drawings which are to be used as a basis for obtaining bids or price proposals for constructing a project. This type of estimate shall be accurate within plus or minus ten percent (10%) of the cost of the construction of the project. The accuracy and reliability of a Construction Cost Estimate is vital to the Authority's interests because it may be used for such purposes as, but not limited to, the following: budgeting; obtaining, allocating or obligating funds for the project; and evaluating or determining the reasonableness and acceptableness of bids or price proposals for construction projects.

(B) Consultant shall certify all estimates of probable construction costs and project completion dates prepared by Consultant. All certifications shall be in a form approved by Authority.

(C) If the Authority solicits and receives bids or price proposals from contractors on a construction project based on specifications, design, drawings and a Construction Cost Estimate prepared by the Consultant, and the lowest bid or price proposal, submitted by a responsive and responsible bidder or proposer, exceeds the amount of the Consultant's Construction Cost Estimate by more than the five percent (5%), the Consultant shall, upon notification by the Authority, assume responsibility for and proceed to provide and perform the following service without additional compensation. Notwithstanding the above, Consultant will not be required to guarantee that bids or negotiated prices will not vary from any estimate of probable construction cost prepared or agreed to by Consultant.

(D) Consultant will, subject to the review and approval of the Authority, modify at its expense the design, specifications, drawings and related bidding and contract documents to the extent necessary to reduce the anticipated construction costs so that the re-solicitation of bids or price proposals will realize bids or price proposals being received that are within the range of accuracy established for the Construction Cost Estimate. Any such modifications made by the Consultant shall not conflict with the functional or operational requirements established by the Authority for the project and set forth in the Agreement or Task Authorization(s) issued thereto, nor shall any such modifications conflict with established rules, regulations, requirements or professional standards pertaining to the design, specifications or drawings prepared by the Consultant, nor shall such modifications adversely affect the safe use or operation of the constructed project.

(E) If (i) the Consultant's modification of the design, specifications, drawings and related bidding and contract documents, and (ii) the re-solicitation of bids or price proposals do not result in bids or price proposals being received from a responsive and
responsible bidder or proposer that are within the established percent accuracy of the Consultant's Construction Cost Estimate, the costs associated with the Consultant's preparation and development of the Construction Cost Estimate shall be recoverable by the Authority by an appropriate reduction in the Consultant's invoice requesting payment for services rendered.

(F) To determine compliance with the accuracy requirement established for the Construction Cost Estimate prepared by the Consultant, the amount of the Construction Cost Estimate shall be adjusted from the date the Construction Cost Estimate was received by the Authority until the date bids or price proposals are received by the Authority, by applying the percent change in the "20 Cities Cost Index" as published in the ENR (formerly Engineering News-Record), a McGraw-Hill, Inc. publication.

If, in response to its solicitation, the Authority receives less than three bids or priced proposals for a project, there is the potential that such bids or price proposals may not be a realistic representation of the costs expected to be associated with the Project. If under such circumstances, and if in the professional judgment of the Consultant, the low bid or the low price proposal received from a responsive bidder or proposer does not realistically represent the costs associated with the Project, the Consultant may deem it appropriate to recommend that the Authority reject any such bid(s) or price proposal(s). If under such circumstances the Authority concurs with the Consultant’s recommendation and rejects the bid(s) or price proposal(s), the Authority will not hold the Consultant responsible to, nor will the Authority require the Consultant to, modify the specifications, design, drawings and related bidding and contract documents as set forth above.

ARTICLE 7 - AUTHORITY'S RESPONSIBILITIES

Authority shall:

7.1. Designate in writing a project manager to act as Authority’s representative with respect to the issuance of Contract Amendment or Task Authorizations for services rendered under this Agreement ("Authority Project Manager"). The Authority’s Project Manager, Executive Director, Deputy Executive Director - Development or the Development Division Director shall have authority to execute Contract Amendments, Task Authorizations, and any modifications or changes to Consultant’s (1) scope of services; (2) time of commencement or delivery; or (3) compensation related to services required under any Contract Amendment or Task Authorization. The Authority Project Manager shall have authority to transmit instructions, receive information, and interpret and define Authority's policies and decisions with respect to Consultant’s services under this Agreement. The Authority Project Manager shall review and make appropriate recommendations on all requests for payment for services submitted by Consultant.

7.2. The Authority Project Manager is not authorized to, and shall not, issue any verbal orders or instructions to Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) scope of services provided and performed by Consultant hereunder; (2) the time Consultant is obligated to
commence and complete all such services; or (3) the compensation Authority is obligated or committed to pay Consultant.

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

7.4. Upon request from Consultant, make available to Consultant all available information in Authority’s possession pertinent to any Contract Amendment or Task Authorization, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data concerning design or construction of a project.

7.5. Arrange access, in accord with Authority’s security regulations, for Consultant to enter any Project site to perform services. Consultant acknowledges that Authority may provide such access during times that are not the Consultant’s normal business hours.

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

ARTICLE 8 - CONTRACT AMENDMENTS, TASK AUTHORIZATIONS AND TIME FOR COMPLETION OF SERVICES

8.1. Consultant shall not commence work under this Agreement until it receives a fully-executed copy of this Agreement and a written Contract Amendment or Task Authorization, in substantially the form attached and incorporated by reference as Exhibit "E," and signed by both parties. Each Contract Amendment or Task Authorization must include a lump sum or not-to-exceed compensation amount and a schedule of services required or a delivery date for all services.

8.2. All tasks outlined in the Agreement are contingent upon execution of a Task Authorization Form.

8.3. Time is of the essence for all services provided under this Agreement. Authority may suffer damage if Consultant does not complete the required services in a timely manner. Consultant therefore agrees to employ or retain adequate personnel and subconsultants or subcontractors throughout the term of this Agreement to complete all services in a timely and diligent manner.

8.4. 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 must notify the Authority in writing within
seventy-two (72) hours after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Consultant may have had to request a time extension.

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

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

**ARTICLE 9 - COMPENSATION AND METHOD OF PAYMENT**

9.1. Authority will pay Consultant for all authorized services provided by Consultant under this Agreement and as set forth in the individual Contract Amendments or Task Authorizations, based on the Fee Schedule set out in Exhibit “B”, “Basis of Compensation,” which is attached hereto and incorporated by reference. Consultant will be compensated on either a lump-sum basis on completion of a particular Contract Amendment or Task Authorization or over the course of Consultant’s services for Work in Progress, based on a monthly statement of services, as follows:

(1) **Lump Sum** - Upon completion and Authority's acceptance of Consultant’s work on a particular Project or Task, Authority will pay Consultant a lump sum as specified in the Task Authorization or Contract Amendment.

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

The parties acknowledge that Lump Sum fees are negotiated based on their best estimate of the number of personnel required, their hourly rates, and the cost of indirect expenses, materials and general conditions required to complete a specific Project or Task. Each Lump Sum amount is therefore based on a good faith estimate and the Lump Sum will be subject to adjustment by a revised Task Authorization or Contract Amendment if the project assumptions substantially or materially change over the course of the services.

If the scope of Consultant's services for a particular Task or Project are substantially reduced, due to lack of funding or for any other reason, or Consultant's services are suspended or this Agreement expires or is terminated prior to the completion of a Task or Project, Consultant shall not be entitled to claim the entire Lump Sum payment amount for that Task or Project, but will be compensated as set out in Sections 9.4 through 9.6, below.

(2) **Work in Progress - 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(s) must be itemized to correspond to the basis of compensation as set forth in the Task Authorization or Contract Amendment, expressed as a percentage of the total work to be performed under that Task Authorization or Contract Amendment.

Authority will review each Monthly Invoice Statement to determine whether the requested Consultant Invoice accurately accounts for the work completed to date, the remaining scope of work required and the remaining schedule of subconsultant or subcontractor work required to complete the assigned Task or Project. If Authority determines that the time and costs invoiced does not reflect the negotiated Consultant scope of work for the specific Contract Amendment or Task Authorization and the agreed project schedule, the Authority may reduce the amount of the invoice to be paid accordingly.

(3) **Non-Personnel Reimbursable Expenses** – If authorized, Authority will further compensate Consultant for non-personnel reimbursable expenses and costs as set out in Exhibit “B-1”, attached and incorporated by reference.

(4) **Not-To-Exceed Fee(s)** - When all, or any portion, of the Consultant's compensation for performing services required in the Scope of Services or any Contract Amendment or Task Authorization(s), is established on a Not-to-Exceed (N.T.E.) amount basis, it is mutually understood and agreed that such compensation for each Completed Task shall be made on the following basis:
a. For the actual hours necessary, required and expended by the Consultant's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in Exhibit "B" to this Agreement; and

b. For the actual necessary, required and expended non-personnel reimbursable expenses and costs, multiplied by the applicable charge for each item as set forth in Exhibit "B-1"; 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 will be subject to the review, acceptance and approval of the Authority; and

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

5) Authorization to Commit Funds - All Tasks outlined in the Agreement are contingent upon execution of a Contract Amendment or 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 Contract Amendment and subsequent Task Authorization is the expenditure of funds authorized and committed. Consultant and Authority understand, recognize and agree that there is no presumption of funding availability, authorization to work or commitment for future work until an appropriate Contract Amendment or Task Authorization is executed by both parties. Tasks may be authorized in whole or in part.

9.2. Authority shall issue payment to Consultant within forty-five (45) calendar days after receipt of an invoice in an acceptable form and containing the requested breakdown and detailed description and documentation. If Authority objects or takes exception to the amount of any Consultant invoice, Authority shall notify Consultant in writing of such objection or exception within the forty-five (45) day period. If such objection or exception remains unresolved at the end of the forty-five (45) day period, Authority shall withhold the disputed amount and make payment to Consultant of all amounts not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties.
9.3. Failure by Consultant to follow the instructions set out above shall result in an unavoidable delay in payment by Authority.

9.4. If this Agreement is terminated for the convenience of the Authority, the Authority shall compensate the Consultant for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the Consultant in effecting the termination of services and work, and incurred by the submittal to the Authority of any Project documents.

9.5. If Authority suspends the Consultant's services or work on all or part of the services required by this Agreement, the Authority shall compensate the Consultant for all services performed prior to the effective date of suspension and any reimbursable expenses then due along with any reasonable expenses incurred or associated with, or incurred as a result of such suspension.

9.6. If services required under this Agreement are terminated, canceled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of 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.

9.7. The Consultant may cross-utilize funds from the various Tasks assigned to accomplish the overall purpose and goal of this Agreement provided Consultant has obtained prior 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 10 - FAILURE TO PERFORM

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

ARTICLE 11 - PUBLIC RECORDS

Consultant acknowledges that any information concerning its services may be exempt from disclosure under the Florida Public Records Law as follows:
(1) **Airport Security Plans** - The Southwest Florida International Airport security plan, and other critical operational materials designated by the Authority, are exempt from disclosure as public records under Section 331.22, Florida Statutes (2001). These materials include, but are not limited to, any photograph, map, blueprint, drawing, or similar material that depicts critical operational information that the Authority determines could jeopardize airport security if generally known.

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

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

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

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

**ARTICLE 12 – CONSULTANT'S PUBLIC RECORDS OBLIGATIONS**

Consultant specifically acknowledges it obligation 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 199, 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 199, FLORIDA STATUTES, TO THE CONSULTANT’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 33919, publicrecords@flylcpa.com; http://flylcpa/publicrecords.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS

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

ARTICLE 14 - 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 15 - INDEMNIFICATION

15.1. Consultant shall indemnify, hold harmless and defend Authority and Lee County, Florida, and their respective Boards of Commissioners, officers, agents, and employees, from and against any liabilities, damages, losses, and costs, including, but
not limited to, reasonable attorneys' fees, that may be made or brought hereafter by anyone on account of personal injury, property damage, loss of monies, or other loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Consultant, or anyone utilized by Consultant in the performance of this Agreement, except where such claims or damages result from the gross negligence or willful, wanton or intentional misconduct of Authority, Lee County or their respective Boards of Commissioners, officers, agents, or employees. This obligation will survive termination of the Agreement and acceptance of the services provided under this Agreement and payment therefore by Authority.

15.2. With respect to and in consideration for the indemnifications provided by Consultant in paragraph 15.1 above, Authority agrees to pay to Consultant ten percent (10%) of the total compensation paid to Consultant under this Agreement, the sufficiency and receipt of which is hereby acknowledged.

**ARTICLE 16 – SOVEREIGN IMMUNITY**

Consultant acknowledges and agrees that Authority does not waive its sovereign immunity by entering into this Agreement and that nothing herein shall be interpreted as a waiver of Authority's rights, including the limitation of waiver of immunity per Section 768.28, Florida Statutes, or any other statute, and Authority expressly reserves those rights to the fullest extent allowed by law.

**ARTICLE 17 – 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. During the term of this Agreement, Consultant shall provide, pay for, and maintain, with companies satisfactory to Authority, the types of insurance described herein.

17.1. 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 17.2.1 through 17.2.6, 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.

17.2. COVERAGES

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

17.2.1. Professional Liability Insurance - Consultant shall maintain professional liability insurance insuring its legal liability arising out of the performance of professional services under this Agreement. Such insurance shall have limits of not less than $2,000,000 each claim and $2,000,000 annual 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 either continuous coverage will be maintained or an extended
discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

17.2.2. Commercial General Liability Insurance - Consultant shall maintain commercial general liability insurance on an occurrence basis. Coverage shall include, but not be limited to, Bodily Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage including Products and Completed Operations, and Personal and Advertising Injury.

Limits of coverage shall not be less than the following:

- Each Occurrence Personal and Advertising Injury: $1,000,000
- General Aggregate Limits: $2,000,000

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

- Bodily Injury Liability per person/per accident: $1,000,000
- Property Damage: $100,000 per accident
- OR
- Combined Single Limits: $1,000,000 per accident

If Consultant’s services require driving Airside, business automobile liability coverage must be increased as follows:

- Page Field: $2,000,000 Combined Single Limit
- Southwest Florida International Airport: $5,000,000

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

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

17.2.5. Environmental Liability and/or Contractors Pollution Liability Insurance and/or Errors and Omissions Liability Applicable to the Work Performed – Consultant 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 completion of all services under this Agreement. Such coverage shall apply specifically to the services/scope of work outlined in this Agreement and shall include, but not limited to, Pollution Legal Liability (legal liability arising out of 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:

Per Claim or Occurrence $2,000,000
General Aggregate per policy $2,000,000 per 1 year period
Period one year

17.2.6. Consultant must provide evidence of the required insurance coverage using Authority’s Certificate of Insurance attached as Exhibit “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.

17.2.7. 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 18 - SERVICES BY CONSULTANT’S OWN STAFF

Services to be performed hereunder must 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 19 - WAIVER OF CLAIMS

Consultant’s acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against Authority for services rendered under this Agreement, except those previously made in writing and
identified by Consultant as unsettled at the time of the final payment. Neither the acceptance of Consultant's services nor payment by Authority shall be deemed to be a waiver of any of Authority's rights against Consultant.

ARTICLE 20 - AIRPORT SECURITY REQUIREMENTS

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

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

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

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

Upon termination of this Agreement, or the resignation or dismissal of any employee or agent, or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the Consultant, Consultant shall surrender any Airport Security Identification Badge held by the Consultant or by Consultant's agents, employees, subconsultants, subcontractors, or invitees. If Consultant fails to surrender these items within five (5) days, the Consultant shall be assessed a fee of One Hundred Dollars ($100.00) per identification badge not returned. This fee will be billed to the Consultant or deducted from any money owing to the Consultant, at the Authority's discretion.

ARTICLE 21 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

Consultant shall not assign or transfer any of its rights, benefits or obligations hereunder, without the prior written consent of Authority. The Consultant shall have the
right, subject to the Authority’s prior written approval, to employ other persons and/or firms to serve as subconsultants or subcontractors in connection with the Consultant’s performance of services under the requirements of this Agreement.

**ARTICLE 22 – PROVIDER AN INDEPENDENT CONTRACTOR**

Consultant 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 Consultant, it employees, agents, subcontractors or assigns, during or after the performance of this Agreement.

**ARTICLE 23 - TERMINATION OR SUSPENSION**

23.1. 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.

23.2. 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 23.3. below.

23.3. 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.

23.4. Upon termination, Consultant shall deliver to Authority all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.
23.5. 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 24 - 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 25 - 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 Exhibit "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 26 - CONFLICT OF INTEREST**

26.1. - Conflict of Interest - Clients - The Authority desires to avoid any real or perceived conflict of interest in obtaining Consultant's services during the term of this Agreement. Consultant therefore agrees not to perform work for any third party related to development of the Southwest Florida International Airport or Page Field General Aviation Airport, nor perform work related to any property directly abutting either Airport boundary or the boundary of the Southwest Florida International Airport Mitigation Park, or within the Runway Protection Zone of either Airport, or within the Southwest Florida International Airport Noise Overlay Zone.

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

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

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

If Consultant fails to advise or notify Authority as provided hereinabove of representation which could, or does, result in a conflict of interest, or if Consultant fails to discontinue such representation when requested, Authority may consider such failure as justifiable cause to terminate this Agreement.

26.2. **Conflict of Interest - Projects** - If Consultant or any subconsultant or subcontractor is requested by Authority to prepare any early analysis, concept study, preliminary design, cost estimate, project schedule, etc. for a project and the estimated construction cost of that project is expected to exceed the statutory threshold for competitive solicitations (currently $4 million) the Consultant and any subconsultant or subcontractor will be prohibited from pursuing any future solicitation or contracting with another firm, as a prime consultant or subconsultant, for that same project. The Consultant may not decline any work assigned by the Authority under this Agreement because of this restriction.

As identified in the Request for Letters of Qualification, Consultant acknowledges and accepts that all work that is potentially funded with any federal funds will be awarded to the top ranked firm as previously determined during the competitive selection process.

**ARTICLE 27 - NOTICES AND ADDRESS OF RECORD**

27.1. 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

Johnson Engineering, Inc.  
2122 Johnson Road  
Fort Myers, FL 33901

ATTENTION: Laura DeJohn, Project Manager

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

ARTICLE 28 - 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 29 – MISCELLANEOUS

29.1. 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. Services provided under this Agreement must be performed in a workmanlike manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic location.

29.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.
29.3. 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.

29.4. 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, Exhibits and Attachments.

29.5. This Agreement, including any Addenda and referenced Exhibits 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 30 - 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 31 - 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 32 - 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 33 - 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 34 - E-VERIFY

Consultant certifies that it has enrolled and is using 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 and is eligible to enter this Agreement. The Consultant further agrees to provide the Authority with proof of such enrollment within thirty (30) days of the date of this Agreement.

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

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

34.2. 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 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 35 - COVENANTS AGAINST DISCRIMINATION**

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

35.1. **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.

35.2. **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.

35.3. **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.

35.4. **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.

35.5. **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.

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

35.7. **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.

35.8. **Incorporation of Provisions.** Consultant shall include the provisions of paragraphs 35.1. through 35.7. 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 36 - 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 37 - 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 38 - AMENDMENTS OR MODIFICATIONS**

No amendment or modification to this Agreement shall be valid or binding upon the parties unless in writing as an Amendment to this Agreement and executed by both parties intended to be bound by it.

This Agreement shall become effective upon concurrence by the Federal Aviation Administration and/or the Florida Department of Transportation, if required, and otherwise on the date first written above.
IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST:

Consultant: JOHNSON ENGINEERING, INC.

By: ________________________________

Title: Director of Planning and Landscape Architecture Department

Date: December 2, 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 Lee County Port Authority Only:

By: ________________________________

Office of the Port Authority Attorney

ATTEST:

LINDA DOGGETT, CLERK OF COURT

By: ________________________________

Deputy Clerk

FAA APPROVED:

By: ________________________________

Date ________________________________

FDOT APPROVED:

By: ________________________________

Date ________________________________
EXHIBIT “A”

SCOPE OF SERVICES

Consultant will provide continuing General Planning and Environmental Services in conjunction with the operations, maintenance and development of the Southwest Florida International Airport and Page Field in Lee County, Florida.

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

If the Consultant or any subconsultant is requested by the Authority to prepare any early analysis, concept study, or planning effort for a project/assignment and the resulting information is used for a later solicitation, the Consultant and any subconsultant will be prohibited from submitting letters of qualification or a proposal to provide the future services for the project or contracting with another firm, as a prime or subconsultant, for the same project. The Consultant may not decline any work assigned by the Port Authority under this Agreement because of this restriction.

A broad range of professional disciplines, analysis and expertise is expected to be needed during the term of this Agreement. The specific number and mix of disciplines needed is unknown at this time. Therefore, the Authority expects that subconsultants will be recommended by the selected Consultant and during the term of this Agreement. The Port Authority will have the right to reject any individual or subconsultant firm submitted by the Consultant to provide services under this Agreement. Services to be provided are outlined below:

- Management of various subconsultant environmental and planning subcontracts and disciplines
- Management of numerous project schedules and budgets
- Management of environmental and planning related projects, including but not limited to:

A. Environmental

- Specification preparation, cost of estimates, bidding/quote coordination and on-site project administration
- Exotic and nuisance vegetation removal, trail maintenance, fence repair, prescribed burning, and fuel reduction plans
- Land management oversight, including vegetation mapping, exotic and nuisance vegetation removal, prescribed burn/fuel reduction and analyses
- Hazardous contaminated materials analyses, specifications, remediation, closure and agency coordination
- NPDES compliance, inspections, and training
- Site assessments
- Water Use well calibration, compliance, and abandonment
- Groundwater and surface water monitoring and reporting
- UST/AST compliance, inspection, and registration
- Wetland analyses and mapping
- Environmental audits
- Environmental Assessments and Environmental Impact Statements
- Mitigation assessments
- Hazardous waste management
- Spill Prevention, Control and Countermeasures Plan Compliance
- Permit compliance, tracking and submittals
- Local, state and federal permitting and agency coordination
- Hazardous Wildlife Working Group participation and ability to respond to Hazardous Wildlife issues
- Sustainability plans, assessments, and tracking
- Environmental Management Systems
- Miscellaneous research studies, data collection and report generation
- All other duties as deemed necessary by the Authority to successfully accomplish an airport development project

B. Planning

- Compliance, analysis and submittals for planning approvals
- Airport Master Plans and Airport Layout Plan modifications
- National Environmental Policy Act (NEPA) documentation
- Site planning/permitting
- Lee County Comprehensive Plan and Land Development Code Procedures/Amendments
- Zoning amendments
- Planning analyses
- Airspace analyses
- Airport Noise Contour Analysis
- Airport Noise Monitoring and Modeling
- Airport Zoning and Land Use Issues
- Noise Studies (including Part 150 Studies)
- Computer-Assisted Drafting/GIS Systems
- Feasibility studies, project development and conceptual analyses
- Market Need Analyses
- Market Demand Studies
- Grant application assistance
- Graphics and written/oral presentations
- Public outreach and education programs
- Attend meetings and public hearings, as required
• All other duties as deemed necessary by the Authority to successfully accomplish an airport development project
SCHEDULE “B”

BASIS OF COMPENSATION

Professional (Planner, Ecologist, Engineer, Surveyor, GIS, Landscape Architect, Project Manager, Hydrogeologist, Scientist)

<table>
<thead>
<tr>
<th>Number</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>$230.00</td>
</tr>
<tr>
<td>8</td>
<td>$210.00</td>
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<td>$150.00</td>
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</tr>
<tr>
<td>2</td>
<td>$110.00</td>
</tr>
<tr>
<td>1</td>
<td>$100.00</td>
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Technician (Planning Technician, Environmental Technician, AutoCAD, Designer, GIS Scientist, Intern)

<table>
<thead>
<tr>
<th>Number</th>
<th>Rate</th>
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<tbody>
<tr>
<td>6</td>
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<td>5</td>
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<td>4</td>
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<td>3</td>
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<td>2</td>
<td>$ 70.00</td>
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<tr>
<td>1</td>
<td>$ 60.00</td>
</tr>
</tbody>
</table>

Field Crew

<table>
<thead>
<tr>
<th>Crew Size</th>
<th>Rate</th>
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</thead>
<tbody>
<tr>
<td>4-Person</td>
<td>$200.00</td>
</tr>
<tr>
<td>3-Person</td>
<td>$170.00</td>
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<tr>
<td>2-Person</td>
<td>$135.00</td>
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</table>

Equipment

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>StarVac Truck</td>
<td>$120.00</td>
</tr>
<tr>
<td>Hydrographic Survey Equipment</td>
<td>$100.00</td>
</tr>
<tr>
<td>20' Skiff</td>
<td>$ 20.00</td>
</tr>
<tr>
<td>Jon Boat</td>
<td>$ 10.00</td>
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</table>

Administrative

<table>
<thead>
<tr>
<th>Number</th>
<th>Rate</th>
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</thead>
<tbody>
<tr>
<td>3</td>
<td>$ 80.00</td>
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<td>2</td>
<td>$ 70.00</td>
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<td>1</td>
<td>$ 60.00</td>
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</table>

Expert Witness (any specialty)

- $275.00
## SCHEDULE “B-1”

### NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

<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</td>
<td>Material 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>$0.15/Page</td>
</tr>
<tr>
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<td>8-1/2&quot; x 14&quot;</td>
</tr>
<tr>
<td></td>
<td>11&quot;x14&quot;</td>
</tr>
<tr>
<td>Reproduction (Blue/White Prints)</td>
<td>$0.28/sq. ft.</td>
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<tr>
<td>Printing</td>
<td>At Cost</td>
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<tr>
<td>Binding</td>
<td>At Cost</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>
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></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>COMPANY LETTER A</td>
<td>COMPANY LETTER B</td>
<td>COMPANY LETTER C</td>
<td>COMPANY LETTER D</td>
<td>COMPANY LETTER E</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name and Address of Insured</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>COMPANY LETTER F</td>
<td>COMPANY LETTER G</td>
<td>COMPANY LETTER H</td>
<td>COMPANY LETTER I</td>
<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 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></td>
<td></td>
<td></td>
<td></td>
<td>Products Comp/Ops Aggregate $</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Personal &amp; Advertising Injury $</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Each Occurrence $</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Fire Damage (Any one Fire) $</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Medical Expense (Any one Person) $</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Specific Project* $As above</td>
</tr>
<tr>
<td></td>
<td>AUTOMOBILE LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td>Each Accident</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Bodily Injury (Each Person) $</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Bodily Injury (Each Accident) $</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>Property Damage $</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Bodily Injury and Property Damage Combined $</td>
</tr>
<tr>
<td></td>
<td>EXCESS LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td>Each Occurrence Aggregate</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Bodily Injury and Property Damage Combined $</td>
</tr>
<tr>
<td></td>
<td>WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td>Statutory</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(Each Accident) $</td>
</tr>
<tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>(Diseases-Policy Limit) $</td>
</tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(Disease-Each Employee) $</td>
</tr>
<tr>
<td></td>
<td>OTHER</td>
<td></td>
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<td></td>
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</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 he named insured and the Certificate Holder.
☐ Copy of the agent’s license, or other proof of representation, with each insurance company, named above must be attached to this certificate.

DESCRIPTION OF OPERATIONS/Locations/VEHICLES/SPECIAL ITEMS

SPECIFIC PROJECT/LOCATION/VEHICLES/SPECIAL CONDITIONS:

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

Name and Address of Certificate Holder
Date Issued:
Authorized Representative:
Address:
Telephone #: 

13. -
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.
EXHIBIT “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: **LOQ 20-47 TLB**

Before me, the undersigned Authority, personally appeared **Laura DeJohn**, who provided ___________________________ as identification, or _X_ is personally known to me, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposed and stated under oath that:

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

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

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

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

*Johnson Engineering*

By: **Laura DeJohn**

Print Name: **Laura DeJohn**

Address: 2122 Johnson Street, Fort Myers, FL 33901

The foregoing instrument was acknowledged and executed before me by the above signed on this __2nd____ day of December __________________, 2020.

**NOTARY PUBLIC, State of Florida**

**AMANDA MAE MARTIN**

Name Printed or Stamped

Commission Expires: **JUNE 19, 2023**

Commission Number: **GE 218010**
EXHIBIT "E"

LEE COUNTY PORT AUTHORITY - PROFESSIONAL SERVICES

TASK AUTHORIZATION FORM

CONTRACT (AGREEMENT) NAME: ______________________________________________________

TASK NO.: ____________________________________________________________

TASK AUTHORIZATION FORM NO.: ____________________________________________

Upon completion and execution of this Task Authorization Form by both parties to the Agreement, the following services are authorized:

(1) Check One:  
   ______ A) See Agreement Referenced Above

   OR

   ______ B) See Attachment A

(2) Amount(s) previously Authorized under this Task: $___________

(3) Amount Authorized by this Authorization: $___________

(4) Total Amount of Authorization under this Task: $___________

(5) Time to complete services outlined under this Task Authorization: _____________ Calendar Days

(6) It shall be understood between both parties that this Task Authorization shall not be effective until approval from the FAA and/or FDOT has been obtained, if required.

CONSULTANT'S ACCEPTANCE

Print Name of Firm __________________________ Print Authorized Name _________________  Authorized Signature _________________
Date: _________________

LCPA PROJECT MANAGER'S ACCEPTANCE

LCPA ______________________________________________ Authorized Signature _________________
Print Authorized Name __________________________ Authorized Signature _________________ Date: __________________

FAA/FDOT APPROVAL

FDOT: __________________________ Signature-FDOT Representative __________________________ Date: _________________
FAA: __________________________ Signature-FAA __________________________ Date: _________________
1. REQUESTED MOTION/PURPOSE: Request Board authorize a contract between the Lee County Port Authority and Stantec Consulting Services, Inc., to provide General Planning and Environmental Services.

2. FUNDING SOURCE: N/A

3. TERM: Three year contract

4. WHAT ACTION ACCOMPLISHES: Provides a contract for one of two on-call consultants to perform general planning and environmental services at both airports.

5. CATEGORY: 14. Consent Agenda

6. ASMC MEETING DATE: 12/15/2020

7. BoPC MEETING DATE: 1/21/2021

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

9. REQUESTOR OF INFORMATION: (ALL REQUESTS)
   NAME  Mark Fisher
   DIV.  Development

10. BACKGROUND:

    On November 5, 2020, after a competitive selection process, the Board selected Stantec Consulting Services, Inc., as one of two (2) top ranked firms to provide General Planning and Environmental Services for the Port Authority and authorized staff to begin contract negotiations. Since that time, staff has negotiated a professional services agreement with Stantec Consulting Services, Inc., that will serve as the basis for future activities to provide general planning and environmental services. No fees are included as part of this agreement at this time. All Tasks are contingent on the availability of funds and the issuance of a written Task Authorization in accordance with the Board-approved agreement. Only Tasks authorized to begin and subsequently performed can be billed by and paid to the Consultant.

    Attachment:
    Professional Services Agreement

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 X (5-0)
   APPROVED as AMENDED
   DENIED
   OTHER

13. PORT AUTHORITY ACTION:

   APPROVED
   APPROVED as AMENDED
   DENIED
   DEFERRED to
   OTHER
LEE COUNTY PORT AUTHORITY

PROFESSIONAL SERVICES AGREEMENT

General Planning and Environmental Services – Continuing Contract

LOQ #20-47TLB

THIS AGREEMENT is entered this ____ day of ___________, 20___, between the LEE COUNTY PORT AUTHORITY, a political subdivision of the State of Florida ("Authority") located at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and STANTEC CONSULTING SERVICES, INC., a New York corporation, authorized to do business in the State of Florida, and having a business address of 3800 Colonial Blvd., Ste. 100, Fort Myers, FL 33966, FEI No. 11-2167170, ("Consultant").

W I T N E S S E T H:

WHEREAS, Authority desires to enter a continuing contract to obtain the professional general planning and environmental services of Consultant to benefit various Authority projects at the Southwest Florida International Airport and Page Field General Aviation Airport in Fort Myers, Florida; and

WHEREAS, Consultant has submitted Letters of Qualifications seeking to provide those services and represents that it has expertise in the type of professional services required; and

WHEREAS, Authority has conducted a competitive selection process under the terms of the Port Authority Purchasing Manual procedures to acquire "Other Professional Services" to obtain the professional services described above and has selected Consultant to provide those services; and

WHEREAS, the Parties have agreed that this Agreement is intended to be a "Continuing Contract".

NOW, THEREFORE, in consideration of the above, the terms and provisions contained herein, and the mutual consideration described below, 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 planning and environmental services to Authority on a continuing basis, as described in Exhibit "A", "Scope of Services," attached to this Agreement and incorporated herein, and as assigned by Authority during the term of this Agreement. These services may include serving as Authority's professional planning and environmental consultant for various projects and providing the customary services associated therewith.

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

ARTICLE 3 - TERM OF AGREEMENT

The term of this Agreement commences on the date first written above and continues for a term of three (3) years from that date (the "Expiration Date"), or the date Consultant completes, and Authority accepts, any work assigned by a Contract Amendment or Task Authorization issued before the Expiration Date, whichever occurs last. If a Contract Amendment or Task Authorization is issued that will require work to continue beyond the Expiration Date, neither Agreement nor Authorization may extend the term of this Agreement for more than six (6) months from the Expiration Date.

ARTICLE 4 - CONSULTANT'S RESPONSIBILITIES

Consultant shall:

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

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

4.3. Employ and designate a qualified licensed professional to serve as Consultant's project manager ("Project Manager"). Consultant must designate its Project Manager in writing within five (5) calendar days after receiving an executed original of this Agreement. Consultant's Project Manager designation must be executed by the proper officers of Consultant, and shall acknowledge that the Project Manager shall have full authority to bind and obligate Consultant on all matters arising out of or relating to this Agreement. The Project Manager shall be specifically authorized and responsible to act on behalf of Consultant with respect to directing, coordinating and administering all aspects of the services provided under this Agreement. The person selected as Consultant's Project Manager will be subject to the prior approval and acceptance of Authority. Consultant further agrees not to change its designated Project Manager, or the location or duties assigned to the Project Manager, without prior written consent of Authority.

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

4.5 Agree to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by Consultant. The Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in such data, studies and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of Consultant.

4.6 Agree that neither review, approval, nor acceptance by Authority of any data, studies, reports, memoranda, and incidental professional services, work or materials furnished hereunder by the Consultant shall in any way relieve Consultant of responsibility for the adequacy, completeness and accuracy of its services and the quality of Consultant's work and materials. Neither the Authority's review, approval or acceptance of, nor payment for, any part of the Consultant's services, work and materials shall be construed to operate as a waiver of any of the Authority's rights under this Agreement or any cause of action it may have arising out of the performance of this Agreement.

4.7. If requested by Authority, maintain for the duration of this Agreement a local office in Southwest Florida staffed full-time by Consultant's Project Manager. The local office must be Consultant's main place of business, or an independent branch office of Consultant's business, and not merely the office of a subconsultant or subcontractor providing desk space to the Project Manager.
4.8. Comply with all federal, state and local laws and building requirements. Consultant shall devote particular attention to complying with Federal Aviation Administration regulations, requirements and Advisory Circulars. The Consultant must also comply with all pertinent grant agreements and grant conditions applicable to each Contract Amendment or 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 Contract Amendment or Task Authorization.

4.9. Acknowledge that Authority is conducting an ongoing capital improvement program at the Southwest Florida International Airport and continuing renovations and improvements to Page Field General Aviation Airport. Accordingly, Consultant agrees to coordinate the performance of its services under this Agreement as directed and required by Authority so as not to interfere with, disrupt or delay any work. Consultant further agrees to coordinate its efforts with Authority's other architects, engineers, designers, or construction managers for that work.

ARTICLE 5 - ADDITIONAL SERVICES OF CONSULTANT

Additional Services refer to professional services requested by Authority that are not specifically set out in the Scope of Services.

Additional Services may include, but are not limited to:

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 any 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. Providing models for Authority's use.

5.4. Furnishing services of independent professional associates and consultants for services other than those to be provided by Consultant under this Agreement.

5.5. Services during out-of-town travel required of Consultant and as directed by Authority, other than visits to any Project site or Authority's offices.
5.6. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except as otherwise provided for herein.

5.7. Preparing to serve or serving as a consultant or witness for Authority in any litigation, or other legal or administrative proceeding, involving any assignment (except for assistance in any litigation or other legal or administrative proceeding, involving any assignments that are included as part of the services to be provided herein).

5.8. Additional services rendered by Consultant in connection with any assignment, not otherwise provided for in this Agreement or not customarily furnished in accordance with generally accepted professional planning and environmental service practice.

Any additional services may be authorized only by a written amendment to this Agreement, signed by both parties prior to commencement of any additional services. Any additional services agreed to by the parties will constitute a continuation of the professional services requested under this Agreement and must be provided and performed in accord with the terms of this Agreement and any amendment to this Agreement.

Any amendment shall describe: (1) the scope of the additional services requested; (2) the basis of compensation; and (3) the period of time or performance schedule for completion of the additional services.

**ARTICLE 6 - RESPONSIBILITY FOR ESTIMATES**

6.1 If the Consultant is required to evaluate a project budget and prepare preliminary or detailed estimates of probable construction cost for any project or portion of a project, Consultant shall insure that all evaluations and estimates represent Consultant's best judgment as a professional familiar with the construction industry. For purposes of the Liability Provisions of this Article only, the Consultant’s evaluations or estimate(s) shall be considered valid and effective for a period of six (6) months from the date Authority accepts the evaluation or estimate(s).

6.2. **Budget Evaluations** - Budget in this case applies to the Authority's budget and not to the budget as a project-controlled document. A budget is prepared with the use of flowsheets, layouts, and equipment details. This type of evaluation shall be accurate within twenty-five percent (25%) of the cost of construction of the Project. If the bids, as described above, fail to meet this prescribed accuracy, the cost associated with the preparation of the Budget Evaluation will be repaid by Consultant to Authority or deducted from any fees owing Consultant by Authority.

6.3. **Construction Estimates** - When preparing and submitting preliminary or detailed estimates of probable construction cost to the Authority for any project or portion of a project, the Consultant, by exercise of its experience, effort, knowledge and
judgment, shall insure that all estimates represent Consultant's best judgment as a professional familiar with the construction industry and shall be held accountable, responsible and liable for the accuracy and completeness of any and all such cost estimates.

(A) A construction cost estimate for purposes of this Agreement is an estimate prepared on the basis of well-defined engineering/architectural data and on detailed information set forth in specifications, designs or drawings which are to be used as a basis for obtaining bids or price proposals for constructing a project. This type of estimate shall be accurate within plus or minus ten percent (10%) of the cost of the construction of the project. The accuracy and reliability of a Construction Cost Estimate is vital to the Authority's interests because it may be used for such purposes as, but not limited to, the following: budgeting; obtaining, allocating or obligating funds for the project; and evaluating or determining the reasonableness and acceptableness of bids or price proposals for construction projects.

(B) Consultant shall certify all estimates of probable construction costs and project completion dates prepared by Consultant. All certifications shall be in a form approved by Authority.

(C) If the Authority solicits and receives bids or price proposals from contractors on a construction project based on specifications, design, drawings and a Construction Cost Estimate prepared by the Consultant, and the lowest bid or price proposal, submitted by a responsive and responsible bidder or proposer, exceeds the amount of the Consultant's Construction Cost Estimate by more than the five percent (5%), the Consultant shall, upon notification by the Authority, assume responsibility for and proceed to provide and perform the following service without additional compensation. Notwithstanding the above, Consultant will not be required to guarantee that bids or negotiated prices will not vary from any estimate of probable construction cost prepared or agreed to by Consultant.

(D) Consultant will, subject to the review and approval of the Authority, modify at its expense the design, specifications, drawings and related bidding and contract documents to the extent necessary to reduce the anticipated construction costs so that the re-solicitation of bids or price proposals will realize bids or price proposals being received that are within the range of accuracy established for the Construction Cost Estimate. Any such modifications made by the Consultant shall not conflict with the functional or operational requirements established by the Authority for the project and set forth in the Agreement or Task Authorization(s) issued thereto, nor shall any such modifications conflict with established rules, regulations, requirements or professional standards pertaining to the design, specifications or drawings prepared by the Consultant, nor shall such modifications adversely affect the safe use or operation of the constructed project.

(E) If (i) the Consultant's modification of the design, specifications, drawings and related bidding and contract documents, and (ii) the re-solicitation of bids or price
proposals do not result in bids or price proposals being received from a responsive and responsible bidder or proposer that are within the established percent accuracy of the Consultant's Construction Cost Estimate, the costs associated with the Consultant's preparation and development of the Construction Cost Estimate shall be recoverable by the Authority by an appropriate reduction in the Consultant's invoice requesting payment for services rendered.

(F) To determine compliance with the accuracy requirement established for the Construction Cost Estimate prepared by the Consultant, the amount of the Construction Cost Estimate shall be adjusted from the date the Construction Cost Estimate was received by the Authority until the date bids or price proposals are received by the Authority, by applying the percent change in the "20 Cities Cost Index" as published in the ENR (formerly Engineering News-Record), a McGraw-Hill, Inc. publication.

If, in response to its solicitation, the Authority receives less than three bids or priced proposals for a project, there is the potential that such bids or price proposals may not be a realistic representation of the costs expected to be associated with the Project. If under such circumstances, and if in the professional judgment of the Consultant, the low bid or the low price proposal received from a responsive bidder or proposer does not realistically represent the costs associated with the Project, the Consultant may deem it appropriate to recommend that the Authority reject any such bid(s) or price proposal(s). If under such circumstances the Authority concurs with the Consultant's recommendation and rejects the bid(s) or price proposal(s), the Authority will not hold the Consultant responsible to, nor will the Authority require the Consultant to, modify the specifications, design, drawings and related bidding and contract documents as set forth above.

ARTICLE 7 - AUTHORITY'S RESPONSIBILITIES

Authority shall:

7.1. Designate in writing a project manager to act as Authority's representative with respect to the issuance of Contract Amendment or Task Authorizations for services rendered under this Agreement ("Authority Project Manager"). The Authority's Project Manager, Executive Director, Deputy Executive Director - Development or the Development Division Director shall have authority to execute Contract Amendments, Task Authorizations, and any modifications or changes to Consultant's (1) scope of services; (2) time of commencement or delivery; or (3) compensation related to services required under any Contract Amendment or Task Authorization. The Authority Project Manager shall have authority to transmit instructions, receive information, and interpret and define Authority's policies and decisions with respect to Consultant's services under this Agreement. The Authority Project Manager shall review and make appropriate recommendations on all requests for payment for services submitted by Consultant.

7.2. The Authority Project Manager is not authorized to, and shall not, issue any verbal orders or instructions to Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) scope of services
provided and performed by Consultant hereunder; (2) the time Consultant is obligated to commence and complete all such services; or (3) the compensation Authority is obligated or committed to pay Consultant.

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

7.4. Upon request from Consultant, make available to Consultant all available information in Authority’s possession pertinent to any Contract Amendment or Task Authorization, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data concerning design or construction of a project.

7.5. Arrange access, in accord with Authority’s security regulations, for Consultant to enter any Project site to perform services. Consultant acknowledges that Authority may provide such access during times that are not the Consultant’s normal business hours.

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

ARTICLE 8 - CONTRACT AMENDMENTS, TASK AUTHORIZATIONS AND TIME FOR COMPLETION OF SERVICES

8.1. Consultant shall not commence work under this Agreement until it receives a fully-executed copy of this Agreement and a written Contract Amendment or Task Authorization, in substantially the form attached and incorporated by reference as Exhibit "E," and signed by both parties. Each Contract Amendment or Task Authorization must include a lump sum or not-to-exceed compensation amount and a schedule of services required or a delivery date for all services.

8.2. All tasks outlined in the Agreement are contingent upon execution of a Task Authorization Form.

8.3 Time is of the essence for all services provided under this Agreement. Authority may suffer damage if Consultant does not complete the required services in a timely manner. Consultant therefore agrees to employ or retain adequate personnel and subconsultants or subcontractors throughout the term of this Agreement to complete all services in a timely and diligent manner.

8.4. 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 must notify the Authority in writing within seventy-two (72) hours after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Consultant may have had to request a time extension.

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

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

**ARTICLE 9 - COMPENSATION AND METHOD OF PAYMENT**

9.1. Authority will pay Consultant for all authorized services provided by Consultant under this Agreement and as set forth in the individual Contract Amendments or Task Authorizations, based on the Fee Schedule set out in Exhibit "B", "Basis of Compensation," which is attached hereto and incorporated by reference. Consultant will be compensated on either a lump-sum basis on completion of a particular Contract Amendment or Task Authorization or over the course of Consultant's services for Work in Progress, based on a monthly statement of services, as follows:

1. **Lump Sum** - Upon completion and Authority's acceptance of Consultant's work on a particular Project or Task, Authority will pay Consultant a lump sum as specified in the Task Authorization or Contract Amendment.

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

The parties acknowledge that Lump Sum fees are negotiated based on their best estimate of the number of personnel required, their hourly rates, and the cost of indirect expenses, materials and general conditions required to complete a specific Project or Task. Each Lump Sum amount is therefore based on a good faith estimate and the Lump Sum will be subject to adjustment by a revised Task Authorization or Contract Amendment if the project assumptions substantially or materially change over the course of the services.

If the scope of Consultant’s services for a particular Task or Project are substantially reduced, due to lack of funding or for any other reason, or Consultant’s services are suspended or this Agreement expires or is terminated prior to the completion of a Task or Project, Consultant shall not be entitled to claim the entire Lump Sum payment amount for that Task or Project, but will be compensated as set out in Sections 9.4 through 9.6, below.

(2) Work in Progress - 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(s) must be itemized to correspond to the basis of compensation as set forth in the Task Authorization or Contract Amendment, expressed as a percentage of the total work to be performed under that Task Authorization or Contract Amendment.

Authority will review each Monthly Invoice Statement to determine whether the requested Consultant Invoice accurately accounts for the work completed to date, the remaining scope of work required and the remaining schedule of subconsultant or subcontractor work required to complete the assigned Task or Project. If Authority determines that the time and costs invoiced does not reflect the negotiated Consultant scope of work for the specific Contract Amendment or Task Authorization and the agreed project schedule, the Authority may reduce the amount of the invoice to be paid accordingly.

(3) Non-Personnel Reimbursable Expenses – If authorized, Authority will further compensate Consultant for non-personnel reimbursable expenses and costs as set out in Exhibit “B-1”, attached and incorporated by reference.

(4) Not-To-Exceed Fee(s) - When all, or any portion, of the Consultant's compensation for performing services required in the Scope of Services or any Contract Amendment or Task Authorization(s), is established on a Not-to-Exceed (N.T.E.) amount basis, it is mutually understood and agreed that such compensation for each Completed Task shall be made on the following basis:
a. For the actual hours necessary, required and expended by the Consultant's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in Exhibit "B" to this Agreement; and

b. For the actual necessary, required and expended non-personnel reimbursable expenses and costs, multiplied by the applicable charge for each item as set forth in Exhibit "B-1"; 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 will be subject to the review, acceptance and approval of the Authority; and

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

(5) Authorization to Commit Funds - All Tasks outlined in the Agreement are contingent upon execution of a Contract Amendment or 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 Contract Amendment and subsequent Task Authorization is the expenditure of funds authorized and committed. Consultant and Authority understand, recognize and agree that there is no presumption of funding availability, authorization to work or commitment for future work until an appropriate Contract Amendment or Task Authorization is executed by both parties. Tasks may be authorized in whole or in part.

9.2. Authority shall issue payment to Consultant within forty-five (45) calendar days after receipt of an invoice in an acceptable form and containing the requested breakdown and detailed description and documentation. If Authority objects or takes exception to the amount of any Consultant invoice, Authority shall notify Consultant in writing of such objection or exception within the forty-five (45) day period. If such objection or exception remains unresolved at the end of the forty-five (45) day period, Authority shall withhold the disputed amount and make payment to Consultant of all amounts not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties.
9.3. Failure by Consultant to follow the instructions set out above shall result in an unavoidable delay in payment by Authority.

9.4. If this Agreement is terminated for the convenience of the Authority, the Authority shall compensate the Consultant for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the Consultant in effecting the termination of services and work, and incurred by the submittal to the Authority of any Project documents.

9.5. If Authority suspends the Consultant's services or work on all or part of the services required by this Agreement, the Authority shall compensate the Consultant for all services performed prior to the effective date of suspension and any reimbursable expenses then due along with any reasonable expenses incurred or associated with, or incurred as a result of such suspension.

9.6. If services required under this Agreement are terminated, canceled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of 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.

9.7. The Consultant may cross-utilize funds from the various Tasks assigned to accomplish the overall purpose and goal of this Agreement provided Consultant has obtained prior 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 10 - FAILURE TO PERFORM**

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

**ARTICLE 11 - PUBLIC RECORDS**

Consultant acknowledges that any information concerning its services may be exempt from disclosure under the Florida Public Records Law as follows:
(1) **Airport Security Plans** - The Southwest Florida International Airport security plan, and other critical operational materials designated by the Authority, are exempt from disclosure as public records under Section 331.22, Florida Statutes (2001). These materials include, but are not limited to, any photograph, map, blueprint, drawing, or similar material that depicts critical operational information that the Authority determines could jeopardize airport security if generally known.

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

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

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

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

**ARTICLE 12 – CONSULTANT’S PUBLIC RECORDS OBLIGATIONS**

Consultant specifically acknowledges it obligation 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 199, 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 199, FLORIDA STATUTES, TO THE CONSULTANT’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 33919, publicrecords@flylcpa.com; http://flylcpa/publicrecords.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS

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

ARTICLE 14 - 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 15 - INDEMNIFICATION

15.1. Consultant shall indemnify, hold harmless and defend Authority and Lee County, Florida, and their respective Boards of Commissioners, officers, agents, and employees, from and against any liabilities, damages, losses, and costs, including, but
not limited to, reasonable attorneys' fees, that may be made or brought hereafter by anyone on account of personal injury, property damage, loss of monies, or other loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Consultant, or anyone utilized by Consultant in the performance of this Agreement, except where such claims or damages result from the gross negligence or willful, wanton or intentional misconduct of Authority, Lee County or their respective Boards of Commissioners, officers, agents, or employees. This obligation will survive termination of the Agreement and acceptance of the services provided under this Agreement and payment therefore by Authority.

15.2. With respect to and in consideration for the indemnifications provided by Consultant in paragraph 15.1 above, Authority agrees to pay to Consultant ten percent (10%) of the total compensation paid to Consultant under this Agreement, the sufficiency and receipt of which is hereby acknowledged.

**ARTICLE 16 – SOVEREIGN IMMUNITY**

Consultant acknowledges and agrees that Authority does not waive its sovereign immunity by entering into this Agreement and that nothing herein shall be interpreted as a waiver of Authority's rights, including the limitation of waiver of immunity per Section 768.28, Florida Statutes, or any other statute, and Authority expressly reserves those rights to the fullest extent allowed by law.

**ARTICLE 17 – 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. During the term of this Agreement, Consultant shall provide, pay for, and maintain, with companies satisfactory to Authority, the types of insurance described herein.

17.1. 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 17.2.1 through 17.2.6, 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.

17.2. COVERAGES

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

17.2.1. Professional Liability Insurance - Consultant shall maintain professional liability insurance insuring its legal liability arising out of the performance of professional services under this Agreement. Such insurance shall have limits of not less than $2,000,000 each claim and $2,000,000 annual 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 either continuous coverage will be maintained or an extended
discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

17.2.2. **Commercial General Liability Insurance** - Consultant shall maintain commercial general liability insurance on an occurrence basis. Coverage shall include, but not be limited to, Bodily Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage including Products and Completed Operations, and Personal and Advertising Injury.

Limits of coverage shall not be less than the following:

- Each Occurrence Personal and Advertising Injury: $1,000,000
- General Aggregate Limits: $2,000,000

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

- Bodily Injury Liability per person/per accident: $1,000,000
- Property Damage: $100,000 per accident
- OR
- Combined Single Limits: $1,000,000 per accident

If Consultant's services require driving Airside, business automobile liability coverage must be increased as follows:

- Page Field: $2,000,000 Combined Single Limit
- Southwest Florida International Airport: $5,000,000

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

- Worker's Compensation
- Employer's Liability
- Each Accident: $1,000,000
- Disease Each Employee: $1,000,000

17.2.5. **Environmental Liability and/or Contractors Pollution Liability Insurance and/or Errors and Omissions Liability Applicable to the Work Performed** – Consultant 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 completion of all services under this Agreement. Such coverage shall apply specifically to the services/scope of work outlined in this Agreement and shall include, but not limited to, Pollution Legal Liability (legal liability arising out of 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 per policy</td>
<td>$2,000,000 per 1 year period</td>
</tr>
<tr>
<td>Period one year</td>
<td></td>
</tr>
</tbody>
</table>

17.2.6. Consultant must provide evidence of the required insurance coverage using Authority’s Certificate of Insurance attached as Exhibit “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.

17.2.7. 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 18 - SERVICES BY CONSULTANT’S OWN STAFF

Services to be performed hereunder must 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 19 - WAIVER OF CLAIMS

Consultant’s acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against Authority for services rendered under this Agreement, except those previously made in writing and
identified by Consultant as unsettled at the time of the final payment. Neither the acceptance of Consultant's services nor payment by Authority shall be deemed to be a waiver of any of Authority's rights against Consultant.

**ARTICLE 20 - AIRPORT SECURITY REQUIREMENTS**

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

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

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

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

Upon termination of this Agreement, or the resignation or dismissal of any employee or agent, or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the Consultant, Consultant shall surrender any Airport Security Identification Badge held by the Consultant or by Consultant's agents, employees, subconsultants, subcontractors, or invitees. If Consultant fails to surrender these items within five (5) days, the Consultant shall be assessed a fee of One Hundred Dollars ($100.00) per identification badge not returned. This fee will be billed to the Consultant or deducted from any money owing to the Consultant, at the Authority's discretion.

**ARTICLE 21 – ASSIGNMENT, TRANSFER AND SUBCONTRACTS**

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

ARTICLE 22 - PROVIDER AN INDEPENDENT CONTRACTOR

Consultant 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 Consultant, its employees, agents, subcontractors or assigns, during or after the performance of this Agreement.

ARTICLE 23 - TERMINATION OR SUSPENSION

23.1. 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.

23.2. 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 23.3. below.

23.3. 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.

23.4. Upon termination, Consultant shall deliver to Authority all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.
23.5. 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 24 - 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 25 - 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 Exhibit “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 26 - CONFLICT OF INTEREST

26.1. - Conflict of Interest - Clients - The Authority desires to avoid any real or perceived conflict of interest in obtaining Consultant’s services during the term of this Agreement. Consultant therefore agrees not to perform work for any third party related to development of the Southwest Florida International Airport or Page Field General Aviation Airport, nor perform work related to any property directly abutting either Airport boundary or the boundary of the Southwest Florida International Airport Mitigation Park, or within the Runway Protection Zone of either Airport, or within the Southwest Florida International Airport Noise Overlay Zone.

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

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

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

If Consultant fails to advise or notify Authority as provided hereinabove of representation which could, or does, result in a conflict of interest, or if Consultant fails to discontinue such representation when requested, Authority may consider such failure as justifiable cause to terminate this Agreement.

26.2. Conflict of Interest - Projects - If Consultant or any subconsultant or subcontractor is requested by Authority to prepare any early analysis, concept study, preliminary design, cost estimate, project schedule, etc. for a project and the estimated construction cost of that project is expected to exceed the statutory threshold for competitive solicitations (currently $4 million) the Consultant and any subconsultant or subcontractor will be prohibited from pursuing any future solicitation or contracting with another firm, as a prime consultant or subconsultant, for that same project. The Consultant may not decline any work assigned by the Authority under this Agreement because of this restriction.

As identified in the Request for Letters of Qualification, Consultant acknowledges and accepts that all work that is potentially funded with any federal funds will be awarded to the top ranked firm as previously determined during the competitive selection process.

**ARTICLE 27 - NOTICES AND ADDRESS OF RECORD**

27.1. 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

Stantec Consulting Services, Inc.  
3800 Colonial Blvd., Ste. 100  
Fort Myers, FL 33966

ATTENTION: Josh Philpot, Project Manager

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

**ARTICLE 28 - 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 29 – MISCELLANEOUS**

29.1. All services provided under this Agreement must be performed in a professional manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic location.

29.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

29.3. 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.
29.4. 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, Exhibits and Attachments.

29.5. This Agreement, including any Addenda and referenced Exhibits 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.

29.6. Each party's liability with respect to any claims arising out of this Agreement will be limited to direct damages arising out of the services provided and neither party shall bear any liability to the other for any consequential loss, injury or damage incurred by the other party, including, but not limited to, claims for loss of use, loss of profits and loss of markets.

**ARTICLE 30 - 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 31 - 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 32 - 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 33 - 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 34 - E-VERIFY

Consultant certifies that it has enrolled and is using 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 and is eligible to enter this Agreement. The Consultant further agrees to provide the Authority with proof of such enrollment within thirty (30) days of the date of this Agreement.

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

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

34.2. 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 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 35 - COVENANTS AGAINST DISCRIMINATION**

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

35.1. **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.

35.2. **FAA Nondiscrimination Clause.** Consultant or subcontractor 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.

35.3. **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.

35.4. **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 falls 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.

35.5. 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.

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

35.7. 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.
35.8. **Incorporation of Provisions.** Consultant shall include the provisions of paragraphs 35.1. through 35.7. 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 36 - 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 37 - 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 38 - AMENDMENTS OR MODIFICATIONS**

No amendment or modification to this Agreement shall be valid or binding upon the parties unless in writing as an Amendment to this Agreement and executed by both parties intended to be bound by it.
IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST:

LINDA DOGGETT, CLERK OF COURT

By: ___________________________
    Deputy Clerk

Consultant: STANTEC CONSULTING, SERVICES INC.

By: Chris Brockmeier, PE
Title: Senior Principal
Date: 12/02/2020
(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 Lee County Port Authority Only:

By: ___________________________
    Office of the Port Authority Attorney

FAA APPROVED:

By: ___________________________
    Date _______________________

FDOT APPROVED:

By: ___________________________
    Date _______________________

29
EXHIBIT "A"

SCOPE OF SERVICES

Consultant will provide continuing General Planning and Environmental Services in conjunction with the operations, maintenance and development of the Southwest Florida International Airport and Page Field in Lee County, Florida.

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

If the Consultant or any subconsultant is requested by the Authority to prepare any early analysis, concept study, or planning effort for a project/assignment and the resulting information is used for a later solicitation, the Consultant and any subconsultant will be prohibited from submitting letters of qualification or a proposal to provide the future services for the project or contracting with another firm, as a prime or subconsultant, for the same project. The Consultant may not decline any work assigned by the Port Authority under this Agreement because of this restriction.

A broad range of professional disciplines, analysis and expertise is expected to be needed during the term of this Agreement. The specific number and mix of disciplines needed is unknown at this time. Therefore, the Authority expects that subconsultants will be recommended by the selected Consultant and during the term of this Agreement. The Port Authority will have the right to reject any individual or subconsultant firm submitted by the Consultant to provide services under this Agreement. Services to be provided are outlined below:

- Management of various subconsultant environmental and planning subcontracts and disciplines
- Management of numerous project schedules and budgets
- Management of environmental and planning related projects, including but not limited to:

A. Environmental

- Specification preparation, cost of estimates, bidding/quote coordination and on-site project administration
- Exotic and nuisance vegetation removal, trail maintenance, fence repair, prescribed burning, and fuel reduction plans
- Land management oversight, including vegetation mapping, exotic and nuisance vegetation removal, prescribed burn/fuel reduction and analyses
- Hazardous contaminated materials analyses, specifications, remediation, closure and agency coordination
• NPDES compliance, inspections, and training
• Site assessments
• Water Use well calibration, compliance, and abandonment
• Groundwater and surface water monitoring and reporting
• UST/AST compliance, inspection, and registration
• Wetland analyses and mapping
• Wildlife studies, Wildlife Hazard Assessments, Wildlife Hazard Management Plans
• Environmental audits
• Environmental Assessments and Environmental Impact Statements
• Mitigation assessments
• Hazardous waste management
• Spill Prevention, Control and Countermeasures Plan Compliance
• Permit compliance, tracking and submittals
• Local, state and federal permitting and agency coordination
• Hazardous Wildlife Working Group participation and ability to respond to Hazardous Wildlife issues
• Sustainability plans, assessments, and tracking
• Environmental Management Systems
• Miscellaneous research studies, data collection and report generation
• All other duties as deemed necessary by the Authority to successfully accomplish an airport development project

B. Planning

• Compliance, analysis and submittals for planning approvals
• Airport Master Plans and Airport Layout Plan modifications
• National Environmental Policy Act (NEPA) documentation
• Site planning/permitting
• Lee County Comprehensive Plan and Land Development Code Procedures/Amendments
• Zoning amendments
• Planning analyses
• Airspace analyses
• Airport Noise Contour Analysis
• Airport Noise Monitoring and Modeling
• Airport Zoning and Land Use Issues
• Noise Studies (including Part 150 Studies)
• Computer-Assisted Drafting/GIS Systems
• Feasibility studies, project development and conceptual analyses
• Market Need Analyses
• Market Demand Studies
• Grant application assistance
• Graphics and written/oral presentations
• Public outreach and education programs
• Attend meetings and public hearings, as required
• All other duties as deemed necessary by the Authority to successfully accomplish an airport development project
<table>
<thead>
<tr>
<th>Position</th>
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<tr>
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<td>$119.00</td>
</tr>
<tr>
<td>Ecologist I</td>
<td>$107.00</td>
</tr>
<tr>
<td>Environmental Technician</td>
<td>$90.00</td>
</tr>
<tr>
<td>Principal Planner</td>
<td>$210.00</td>
</tr>
<tr>
<td>Senior Planner III</td>
<td>$190.00</td>
</tr>
<tr>
<td>Senior Planner II</td>
<td>$170.00</td>
</tr>
<tr>
<td>Senior Planner I</td>
<td>$150.00</td>
</tr>
<tr>
<td>Planner III</td>
<td>$127.00</td>
</tr>
<tr>
<td>Planner II</td>
<td>$115.00</td>
</tr>
<tr>
<td>Planner I</td>
<td>$105.00</td>
</tr>
<tr>
<td>Principal Engineer</td>
<td>$210.00</td>
</tr>
<tr>
<td>Senior Engineer III</td>
<td>$190.00</td>
</tr>
<tr>
<td>Senior Engineer II</td>
<td>$170.00</td>
</tr>
<tr>
<td>Senior Engineer I</td>
<td>$150.00</td>
</tr>
<tr>
<td>Engineer III</td>
<td>$138.00</td>
</tr>
<tr>
<td>Engineer II</td>
<td>$127.00</td>
</tr>
<tr>
<td>Engineer I</td>
<td>$107.00</td>
</tr>
<tr>
<td>Principal Surveyor</td>
<td>$170.00</td>
</tr>
<tr>
<td>Senior Surveyor III</td>
<td>$160.00</td>
</tr>
<tr>
<td>Senior Surveyor II</td>
<td>$150.00</td>
</tr>
<tr>
<td>Senior Surveyor I</td>
<td>$140.00</td>
</tr>
<tr>
<td>Surveyor III</td>
<td>$127.00</td>
</tr>
<tr>
<td>Surveyor II</td>
<td>$115.00</td>
</tr>
<tr>
<td>Surveyor I</td>
<td>$95.00</td>
</tr>
<tr>
<td>Survey Field Crew 4-Person</td>
<td>$175.00</td>
</tr>
<tr>
<td>Survey Field Crew 3-Person</td>
<td>$155.00</td>
</tr>
<tr>
<td>Survey Field Crew 2-Person</td>
<td>$135.00</td>
</tr>
<tr>
<td>Senior Landscape Architect III</td>
<td>$160.00</td>
</tr>
<tr>
<td>Senior Landscape Architect II</td>
<td>$140.00</td>
</tr>
<tr>
<td>Senior Landscape Architect I</td>
<td>$127.00</td>
</tr>
<tr>
<td>Landscape Architect III</td>
<td>$116.00</td>
</tr>
<tr>
<td>Landscape Architect II</td>
<td>$107.00</td>
</tr>
<tr>
<td>Landscape Architect I</td>
<td>$95.00</td>
</tr>
<tr>
<td>AutoCAD VIGIS Manager</td>
<td>$158.00</td>
</tr>
<tr>
<td>AutoCAD IV/GIS Analyst</td>
<td>$148.00</td>
</tr>
<tr>
<td>AutoCAD 111/GIS Analyst</td>
<td>$131.00</td>
</tr>
<tr>
<td>AutoCAD II/GIS Analyst</td>
<td>$112.00</td>
</tr>
<tr>
<td>AutoCAD I</td>
<td>$90.00</td>
</tr>
<tr>
<td>Administrative Assistant III</td>
<td>$101.00</td>
</tr>
<tr>
<td>Administrative Assistant II</td>
<td>$90.00</td>
</tr>
<tr>
<td>Administrative Assistant I</td>
<td>$69.00</td>
</tr>
</tbody>
</table>
## SCHEDULE “B”

### BASIS OF COMPENSATION

<table>
<thead>
<tr>
<th>REIMBURSABLES:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bond (line dwg. with no aerials or other graphics)</td>
<td>$1.20 (24x36); $2.40 (36x48); $3.10 (36x62); Other sizes - $0.20 per square foot</td>
</tr>
<tr>
<td>Aerial Photos</td>
<td>$24.00 (24x36); $48.00 (36x48); $82 (36x62); Other sizes - $4.00 per square foot</td>
</tr>
<tr>
<td>Color Photos</td>
<td>8x11 - 1st copy of each sheet is $0.35 all additional copies are $0.35</td>
</tr>
<tr>
<td>Matte</td>
<td>Direct Reimbursement of Cost</td>
</tr>
<tr>
<td>Acetate</td>
<td>Direct Reimbursement of Cost</td>
</tr>
<tr>
<td>Vellum (Sepia)</td>
<td>Direct Reimbursement of Cost</td>
</tr>
<tr>
<td>Xerox (black &amp; white copies)</td>
<td>$0.10 (8x11); $0.125 (8x14); $0.20 (11x17)</td>
</tr>
<tr>
<td>Courier</td>
<td>Direct Reimbursement of Cost</td>
</tr>
<tr>
<td>Fed Ex</td>
<td>Direct Reimbursement of Cost</td>
</tr>
</tbody>
</table>

### NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

<table>
<thead>
<tr>
<th>ITEM</th>
<th>BASIS OF CHARGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>StarVac Truck</td>
<td>$187.50/hr</td>
</tr>
<tr>
<td>Hydrographic Survey Equipment</td>
<td>$100.00/hr</td>
</tr>
<tr>
<td>20’ Skiff</td>
<td>$20.00/hr</td>
</tr>
<tr>
<td>Jon Boat</td>
<td>$10.00/hr</td>
</tr>
<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>Printing</td>
<td>At Cost</td>
</tr>
<tr>
<td>Binding</td>
<td>At Cost</td>
</tr>
</tbody>
</table>
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>
</tr>
</thead>
<tbody>
<tr>
<td>COMPANY AFFORDING COVERAGE</td>
</tr>
<tr>
<td>COMPANY LETTER A</td>
</tr>
<tr>
<td>COMPANY LETTER B</td>
</tr>
</tbody>
</table>

Name and Address of Insured

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

This is to certify 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.

### COMPANIES AFFORDING COVERAGE

<table>
<thead>
<tr>
<th>Company Letter</th>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Effective Date (mm/dd/yyyy)</th>
<th>Policy Expiration Date (mm/dd/yyyy)</th>
<th>ALL LIMITS IN THOUSANDS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>GENERAL LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Commercial General Liability</td>
<td></td>
<td></td>
<td></td>
<td>General Aggregate $</td>
</tr>
<tr>
<td></td>
<td>Claims Made</td>
<td>Occurrence</td>
<td></td>
<td></td>
<td>Products Compl/Ops Aggregate $</td>
</tr>
<tr>
<td></td>
<td>Owners &amp; Contractors</td>
<td>Protective</td>
<td></td>
<td></td>
<td>Personal &amp; Advertising Injury $</td>
</tr>
<tr>
<td></td>
<td>X.C.I. Coverage</td>
<td></td>
<td></td>
<td></td>
<td>Each Occurrence $</td>
</tr>
<tr>
<td></td>
<td>Broad Form Property Damage</td>
<td></td>
<td></td>
<td></td>
<td>Fire Damage (Any one Fire) $</td>
</tr>
<tr>
<td></td>
<td>Independent Contractors</td>
<td></td>
<td></td>
<td></td>
<td>Medical Expense (Any one Person) $</td>
</tr>
<tr>
<td></td>
<td>AUTOCLIMATE LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td>Specific Project $As above</td>
</tr>
<tr>
<td></td>
<td>Any Auto</td>
<td></td>
<td></td>
<td></td>
<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>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Hired Autos</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Non-Owned Autos</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>EXCESS LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Umbrella Form</td>
<td></td>
<td></td>
<td></td>
<td>Bodily Injury (Each Person) $</td>
</tr>
<tr>
<td></td>
<td>Other than Umbrella Form</td>
<td></td>
<td></td>
<td></td>
<td>Bodily Injury (Each Accident) $</td>
</tr>
<tr>
<td></td>
<td>Claims Made Occurrence</td>
<td></td>
<td></td>
<td></td>
<td>Property Damage $</td>
</tr>
<tr>
<td></td>
<td>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td>Bodily Injury and Property Damage Combined $</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>OTHER</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

#### SPECIFIC PROJECT/LLOCATION/VEHICLES/SPECIAL CONDITIONS:

Lee County Port Authority  
11000 Terminal Access Road  
Suite 6671  
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.
EXHIBIT "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 herein above.

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:

[Consultant Name] Stantec Consulting Services Inc.

By: ____________

Chris E. Brockmeier, PE

Print Name

3800 Colonial Boulevard Suite 100 Fort Myers, FL 33966

Address

The foregoing instrument was acknowledged and executed before me by the above signed on this ___ day of December __________, 2020.

[Signature]

NOTARY PUBLIC, State of Florida

Name Printed or Stamped
Commission Expires: __________
Commission Number: __________
EXHIBIT "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: ________________________  Signature-FDOT Representative  Date:____________________

FAA: ________________________  Signature-FAA  Date:____________________
# BOARD OF PORT COMMISSIONERS
## OF THE LEE COUNTY PORT AUTHORITY

### 1. REQUESTED MOTION/PURPOSE:
Request Board authorize execution of a professional services agreement between the Port Authority and EG Solutions, Inc., for Construction Engineering & Inspection Services for the Terminal Expansion Project at RSW.

### 2. FUNDING SOURCE:
N/A.

### 3. TERM:
Four Years.

### 4. WHAT ACTION ACCOMPLISHES:
Provides for construction engineering and inspection services pursuant to new state requirements.

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

### 9. REQUESTOR OF INFORMATION:
(ALL REQUESTS)
- **NAME**: Mark Fisher
- **DIV.**: Development

### 10. BACKGROUND:
The pending Terminal Expansion project (Phase I) entails approximately 293,492 SF of new and remodeled construction in addition to a new 16,500 SF remote loading dock facility. Work associated with these improvements involves the following major work elements: site preparation and grading, underground utilities, fuel lines, demolition, pavement, storm drainage, primary and back-up power supply, building related work (demolition, deep foundations, building structure, structural steel, exterior enclosure, roof systems, interior construction and finishes, signage, stairs, conveying systems, MEP, specialty systems, equipment, furnishings, and fire prevention and protection), security checkpoint equipment, pavement markings, lighting, signage, fencing & gates, landscaping, irrigation, security systems, and communication systems, etc.

To complete these elements, on November 3, 2016, the Board initially approved a contract with Atkins North America (Atkins) to perform design services associated with the Terminal Expansion program. At the time of the original design contract approval, it was anticipated that Atkins would perform all construction engineering inspections. However, on June 26, 2019, the Governor signed HB 905 into law creating a new requirement (Florida Statute Section 337.14 (7)), which states that the entity performing design services and construction engineering/inspection services cannot be the same entity on state grant funded projects. Consequently, FDOT has updated their grants to include this provision.

To maintain compliance with the statute and ensure agency participation in construction grant funding, on November 5, 2020 the Board selected EG Solutions, Inc. as the top ranked firm to perform Construction Engineering and Inspection Services for the Terminal Expansion at Southwest Florida International Airport and authorized staff to begin contract negotiations. Since that time, staff has negotiated a professional services agreement with EG Solutions, Inc., to provide

### 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 X (5-0)**
- **APPROVED as AMENDED**
- **DENIED**
- **OTHER**

### 13. PORT AUTHORITY ACTION:
- **APPROVED**
- **APPROVED as AMENDED**
- **DENIED**
- **DEFERRED**
- **OTHER**
Construction Engineering and Inspection services.

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
LEE COUNTY PORT AUTHORITY

PROFESSIONAL SERVICES AGREEMENT

Construction Engineering and Inspection (CEI) Services for the RSW Terminal

Expansion Project

LOQ 20-36TLB

THIS AGREEMENT is entered this _____ day of __________, 20___, between the LEE COUNTY PORT AUTHORITY, a political subdivision of the State of Florida ("Authority") located at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and EG SOLUTIONS, INC., a Florida corporation, and having a business address of 9015 Town Center Parkway, Ste. 106, Lakewood Ranch, FL 34202, FEI No. 45-4671065, ("Consultant").

W I T N E S S E T H:

WHEREAS, Authority desires to obtain the professional Construction Engineering and Inspection services of Consultant for the RSW Terminal Expansion Project (the "Project") at the Southwest Florida International Airport ("Airport") in Fort Myers, Florida; and

WHEREAS, Consultant has submitted Letters of Qualifications seeking to provide those services and represents that it has expertise in the type of professional services required; and

WHEREAS, Authority has conducted a competitive selection process under the terms of the Consultant's Competitive Negotiation Act, Section 287.055, Florida Statutes (the "CCNA") to obtain the professional services described above and has selected Consultant to provide those services.

NOW, THEREFORE, in consideration of the above, the terms and provisions contained herein, and the mutual consideration described below, 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 for the RSW Terminal Expansion Project, as described in Exhibit “A”, "Scope of Services," attached to this Agreement and incorporated herein, and as assigned by Authority during the term of this Agreement. These services may include serving as Authority's professional Construction Engineering and Inspection consultant for various tasks 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 are subject to Authority’s review and approval and shall be performed according to the normal and customary standards of professional practice for firms with special expertise in the type of services required by this Agreement, and in compliance with all laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over those services. If Consultant becomes aware of any conflicts in these requirements, Consultant shall notify Authority of such conflict in writing and utilize its best professional judgment to resolve the conflict.

ARTICLE 3 - TERM OF AGREEMENT

3.1 The term of this Agreement commences on the date Authority issues a written Task Authorization to Provider and continues for a term of four (4) years from that date (the "Expiration Date"), or one year (1) from the date construction is complete and accepted by Authority, whichever occurs first.

3.2. Regardless of the above, the term of this Agreement will not extend beyond a date that is six (6) years after the date first written above.

ARTICLE 4 - CONSULTANT'S RESPONSIBILITIES

Consultant shall:

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

4.2. Agree that when services provided under this Agreement relate to professional services which, under Florida law, require a license, certificate of authorization or other form of legal entitlement to practice such services, Consultant shall employ and/or retain only qualified personnel to provide those services.
4.3. Employ and designate a qualified licensed professional to serve as Consultant's project manager ("Project Manager"). Consultant must designate its Project Manager in writing within five (5) calendar days after receiving an executed original of this Agreement. Consultant's Project Manager designation must be executed by the proper officers of Consultant, and shall acknowledge that the Project Manager shall have full authority to bind and obligate Consultant on all matters arising out of or relating to this Agreement. The Project Manager shall be specifically authorized and responsible to act on behalf of Consultant with respect to directing, coordinating and administering all aspects of the services provided under this Agreement. The person selected as Consultant's Project Manager will be subject to the prior approval and acceptance of Authority. Consultant further agrees not to change its designated Project Manager, or the location or duties assigned to the Project Manager, without prior written consent of Authority.

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

4.5 Agree to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by Consultant. The Consultant shall, without additional compensation, correct or revise any negligent acts, errors, omissions, or other deficiencies in such data, studies and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of Consultant.

4.6 Agree that neither review, approval, nor acceptance by Authority of any data, studies, reports, memoranda, and incidental professional services, work or materials furnished hereunder by the Consultant shall in any way relieve Consultant of responsibility for the adequacy, completeness and accuracy of its services and the quality of Consultant's work and materials. Neither the Authority's review, approval or acceptance of, nor payment for, any part of the Consultant's services, work and materials shall be construed to operate as a waiver of any of the Authority's rights under this Agreement or any cause of action it may have arising out of the performance of this Agreement.

4.7. If requested by Authority, maintain for the duration of this Agreement a local office in Southwest Florida staffed full-time by Consultant's Project Manager. The local office must be Consultant's main place of business, or an independent branch office of Consultant's business, and not merely the office of a subconsultant or subcontractor providing desk space to the Project Manager.

4.8. Comply with 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 must also comply with all pertinent grant agreements and grant conditions applicable to each Contract Amendment or 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 Contract Amendment or Task Authorization.

4.9. Acknowledge that Authority is conducting an ongoing capital improvement program at the Southwest Florida International Airport and continuing renovations and improvements to Page Field General Aviation Airport. Accordingly, Consultant agrees to coordinate the performance of its services under this Agreement as directed and required by Authority so as not to interfere with, disrupt or delay any work. Consultant further agrees to coordinate its efforts with Authority's other architects, engineers, designers, or construction managers for that work.

**ARTICLE 5 - ADDITIONAL SERVICES OF CONSULTANT**

Additional Services refer to professional services requested by Authority that are not specifically set out in the Scope of Services.

Additional Services may include, but are not limited to:

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 any 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. Providing models for Authority's use.

5.4. Furnishing services of independent professional associates and consultants for services other than those to be provided by Consultant under this Agreement.

5.5. Services during out-of-town travel required of Consultant and as directed by Authority, other than visits to any Project site or Authority's offices.

5.6. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except as otherwise provided for herein.
5.7. Preparing to serve or serving as a consultant or witness for Authority in any litigation, or other legal or administrative proceeding, involving any assignment (except for assistance in any litigation or other legal or administrative proceeding, involving any assignments that are included as part of the services to be provided herein).

5.8. Additional services rendered by Consultant in connection with any assignment, not otherwise provided for in this Agreement or not customarily furnished in accordance with generally accepted professional Construction Engineering and Inspection practice.

Any additional services may be authorized only by a written amendment to this Agreement, signed by both parties prior to commencement of any additional services. Any additional services agreed to by the parties will constitute a continuation of the professional services requested under this Agreement and must be provided and performed in accord with the terms of this Agreement and any amendment to this Agreement.

Any amendment shall describe: (1) the scope of the additional services requested; (2) the basis of compensation; and (3) the period of time or performance schedule for completion of the additional services.

ARTICLE 6 - RESPONSIBILITY FOR ESTIMATES

6.1 If the Consultant is required to evaluate a project budget and prepare preliminary or detailed estimates of probable construction cost for any project or portion of a project, Consultant shall insure that all evaluations and estimates represent Consultant's best judgment as a professional familiar with the construction industry. For purposes of the Liability Provisions of this Article only, the Consultant's evaluations or estimate(s) shall be considered valid and effective for a period of six (6) months from the date Authority accepts the evaluation or estimate(s).

6.2. Budget Evaluations - Budget in this case applies to the Authority's budget and not to the budget as a project-controlled document. A budget is prepared with the use of flowsheets, layouts, and equipment details. This type of evaluation shall be accurate within twenty-five percent (25%) of the cost of construction of the Project. If the bids, as described above, fail to meet this prescribed accuracy, the cost associated with the preparation of the Budget Evaluation will be repaid by Consultant to Authority or deducted from any fees owing Consultant by Authority.

6.3. Construction Estimates - When preparing and submitting preliminary or detailed estimates of probable construction cost to the Authority for any project or portion of a project, the Consultant, by exercise of its experience, effort, knowledge and judgment, shall insure that all estimates represent Consultant's best judgment as a professional familiar with the construction industry and shall be held accountable, responsible and liable for the accuracy and completeness of any and all such cost estimates.
(A) A construction cost estimate for purposes of this Agreement is an estimate prepared on the basis of well-defined engineering/architectural data and on detailed information set forth in specifications, designs or drawings which are to be used as a basis for obtaining bids or price proposals for constructing a project. This type of estimate shall be accurate within plus or minus ten percent (10%) of the cost of the construction of the project. The accuracy and reliability of a Construction Cost Estimate is vital to the Authority's interests because it may be used for such purposes as, but not limited to, the following: budgeting; obtaining, allocating or obligating funds for the project; and evaluating or determining the reasonableness and acceptableness of bids or price proposals for construction projects.

(B) Consultant shall certify all estimates of probable construction costs and project completion dates prepared by Consultant. All certifications shall be in a form approved by Authority.

(C) If the Authority solicits and receives bids or price proposals from contractors on a construction project based on specifications, design, drawings and a Construction Cost Estimate prepared by the Consultant, and the lowest bid or price proposal, submitted by a responsive and responsible bidder or proposer, exceeds the amount of the Consultant's Construction Cost Estimate by more than the five percent (5%), the Consultant shall, upon notification by the Authority, assume responsibility for and proceed to provide and perform the following service without additional compensation. Notwithstanding the above, Consultant will not be required to guarantee that bids or negotiated prices will not vary from any estimate of probable construction cost prepared or agreed to by Consultant.

(D) Consultant will, subject to the review and approval of the Authority, modify at its expense the design, specifications, drawings and related bidding and contract documents to the extent necessary to reduce the anticipated construction costs so that the re-solicitation of bids or price proposals will realize bids or price proposals being received that are within the range of accuracy established for the Construction Cost Estimate. Any such modifications made by the Consultant shall not conflict with the functional or operational requirements established by the Authority for the project and set forth in the Agreement or Task Authorization(s) issued thereto, nor shall any such modifications conflict with established rules, regulations, requirements or professional standards pertaining to the design, specifications or drawings prepared by the Consultant, nor shall such modifications adversely affect the safe use or operation of the constructed project.

(E) If (i) the Consultant's modification of the design, specifications, drawings and related bidding and contract documents, and (ii) the re-solicitation of bids or price proposals do not result in bids or price proposals being received from a responsive and responsible bidder or proposer that are within the established percent accuracy of the Consultant's Construction Cost Estimate, the costs associated with the Consultant's preparation and development of the Construction Cost Estimate shall be recoverable by
the Authority by an appropriate reduction in the Consultant's invoice requesting payment for services rendered.

(F) To determine compliance with the accuracy requirement established for the Construction Cost Estimate prepared by the Consultant, the amount of the Construction Cost Estimate shall be adjusted from the date the Construction Cost Estimate was received by the Authority until the date bids or price proposals are received by the Authority, by applying the percent change in the "20 Cities Cost Index" as published in the ENR (formerly Engineering News-Record), a McGraw-Hill, Inc. publication.

If, in response to its solicitation, the Authority receives less than three bids or priced proposals for a project, there is the potential that such bids or price proposals may not be a realistic representation of the costs expected to be associated with the Project. If under such circumstances, and if in the professional judgment of the Consultant, the low bid or the low price proposal received from a responsive bidder or proposer does not realistically represent the costs associated with the Project, the Consultant may deem it appropriate to recommend that the Authority reject any such bid(s) or price proposal(s). If under such circumstances the Authority concurs with the Consultant's recommendation and rejects the bid(s) or price proposal(s), the Authority will not hold the Consultant responsible to, nor will the Authority require the Consultant to, modify the specifications, design, drawings and related bidding and contract documents as set forth above.

ARTICLE 7 - AUTHORITY'S RESPONSIBILITIES

Authority shall:

7.1. Designate in writing a project manager to act as Authority's representative with respect to the issuance of Contract Amendment or Task Authorizations for services rendered under this Agreement ("Authority Project Manager"). The Authority's Project Manager, Executive Director, Deputy Executive Director - Development or the Development Division Director shall have authority to execute Contract Amendments, Task Authorizations, and any modifications or changes to Consultant's (1) scope of services; (2) time of commencement or delivery; or (3) compensation related to services required under any Contract Amendment or Task Authorization. The Authority Project Manager shall have authority to transmit instructions, receive information, and interpret and define Authority's policies and decisions with respect to Consultant's services under this Agreement. The Authority Project Manager shall review and make appropriate recommendations on all requests for payment for services submitted by Consultant.

7.2. The Authority Project Manager is not authorized to, and shall not, issue any verbal orders or instructions to Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) scope of services provided and performed by Consultant hereunder; (2) the time Consultant is obligated to commence and complete all such services; or (3) the compensation Authority is obligated or committed to pay Consultant.
7.3. Provide all criteria and information requested by Consultant as to Authority’s requirements for any project or task, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and budgetary limitations.

7.4. Upon request from Consultant, make available to Consultant all available information in Authority’s possession pertinent to any Contract Amendment or Task Authorization, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data concerning design or construction of a project.

7.5. Arrange access, in accord with Authority’s security regulations, for Consultant to enter any Project site to perform services. Consultant acknowledges that Authority may provide such access during times that are not the Consultant’s normal business hours.

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

**ARTICLE 8 – NOTICE TO PROCEED, CONTRACT AMENDMENTS, TASK AUTHORIZATIONS AND TIME FOR COMPLETION OF SERVICES**

8.1. Consultant shall not commence work under this Agreement until it receives a fully-executed copy of this Agreement and a written Notice to Proceed. Following the Notice to Proceed and during the term of this Agreement, Authority may assign specific tasks by Contract Amendment or Task Authorization, in substantially the form attached and incorporated by reference as Exhibit "E," and signed by both parties. Each Contract Amendment or Task Authorization must include a lump sum or not-to-exceed compensation amount and a schedule of services required or a delivery date for all services.

8.2. All tasks outlined in the Agreement are contingent upon execution of a Task Authorization Form.

8.3. Time is of the essence for all services provided under this Agreement. Authority may suffer damage if Consultant does not complete the required services in a timely manner. Consultant therefore agrees to employ or retain adequate personnel and subconsultants or subcontractors throughout the term of this Agreement to complete all services in a timely and diligent manner.

8.4. 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 must notify the Authority in writing within seventy-two (72) hours after commencement of such delay, stating the cause or causes
thereof, or be deemed to have waived any right which Consultant may have had to request a time extension.

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

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

**ARTICLE 9 - COMPENSATION AND METHOD OF PAYMENT**

9.1. Authority will pay Consultant for all authorized services provided by Consultant under this Agreement and as set forth in the individual Contract Amendments or Task Authorizations, based on the Fee Schedule set out in Exhibit "B", "Basis of Compensation," which is attached hereto and incorporated by reference. Consultant will be compensated on either a lump-sum basis on completion of a particular Contract Amendment or Task Authorization or over the course of Consultant's services for Work in Progress, based on a monthly statement of services, as follows:

1) **Lump Sum** - Upon completion and Authority's acceptance of Consultant's work on a particular Project or Task, Authority will pay Consultant a lump sum as specified in the Task Authorization or Contract Amendment.

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

The parties acknowledge that Lump Sum fees are negotiated based on their best estimate of the number of personnel required, their hourly rates, and the cost of indirect expenses, materials and general conditions required to complete a specific Project or Task. Each Lump Sum amount is therefore based on a good faith estimate and the Lump Sum will be subject to adjustment by a revised Task Authorization or Contract Amendment if the project assumptions substantially or materially change over the course of the services.

If the scope of Consultant's services for a particular Task or Project are substantially reduced, due to lack of funding or for any other reason, or Consultant's services are suspended or this Agreement expires or is terminated prior to the completion of a Task or Project, Consultant shall not be entitled to claim the entire Lump Sum payment amount for that Task or Project, but will be compensated as set out in Sections 9.4 through 9.6, below.

(2) **Work in Progress - 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(s) must be itemized to correspond to the basis of compensation as set forth in the Task Authorization or Contract Amendment, expressed as a percentage of the total work to be performed under that Task Authorization or Contract Amendment.

Authority will review each Monthly Invoice Statement to determine whether the requested Consultant Invoice accurately accounts for the work completed to date, the remaining scope of work required and the remaining schedule of subconsultant or subcontractor work required to complete the assigned Task or Project. If Authority determines that the time and costs invoiced does not reflect the negotiated Consultant scope of work for the specific Contract Amendment or Task Authorization and the agreed project schedule, the Authority may reduce the amount of the invoice to be paid accordingly.

(3) **Non-Personnel Reimbursable Expenses** – If authorized, Authority will further compensate Consultant for non-personnel reimbursable expenses and costs as set out in Exhibit “B-1”, attached and incorporated by reference.

(4) **Not-To-Exceed Fee(s)** - When all, or any portion, of the Consultant's compensation for performing services required in the Scope of Services or any Contract Amendment or Task Authorization(s), is established on a Not-to-Exceed (N.T.E.) amount basis, it is mutually understood and agreed that such compensation for each Completed Task shall be made on the following basis:
a. For the actual hours necessary, required and expended by the Consultant's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in Exhibit "B" to this Agreement; and

b. For the actual necessary, required and expended non-personnel reimbursable expenses and costs, multiplied by the applicable charge for each item as set forth in Exhibit "B-1"; and

c. With the understanding and agreement that the Authority will 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 will 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 to the Consultant to cover all personnel costs, non-personnel reimbursable expenses and costs, and Sub-Consultant and Sub-Contractor costs for any such specific Task(s) or Sub-Task(s) shall not exceed the amount of the total Not-to-Exceed compensation established and agreed to for each specific Task(s) or Sub-Task(s).

(5) **Authorization to Commit Funds** - All Tasks outlined in the Agreement are contingent upon execution of a Contract Amendment or 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 Contract Amendment and subsequent Task Authorization is the expenditure of funds authorized and committed. Consultant and Authority understand, recognize and agree that there is no presumption of funding availability, authorization to work or commitment for future work until an appropriate Contract Amendment or Task Authorization is executed by both parties. Tasks may be authorized in whole or in part.

9.2. Authority shall issue payment to Consultant within forty-five (45) calendar days after receipt of an invoice in an acceptable form and containing the requested breakdown and detailed description and documentation. If Authority objects or takes exception to the amount of any Consultant invoice, Authority shall notify Consultant in writing of such objection or exception within the forty-five (45) day period. If such objection or exception remains unresolved at the end of the forty-five (45) day period, Authority shall withhold the disputed amount and make payment to Consultant of all amounts not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties.
9.3. Failure by Consultant to follow the instructions set out above shall result in an unavoidable delay in payment by Authority.

9.4. If this Agreement is terminated for the convenience of the Authority, the Authority shall compensate the Consultant for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the Consultant in effecting the termination of services and work, and incurred by the submittal to the Authority of any Project documents.

9.5. If Authority suspends the Consultant's services or work on all or part of the services required by this Agreement, the Authority shall compensate the Consultant for all services performed prior to the effective date of suspension and any reimbursable expenses then due along with any reasonable expenses incurred or associated with, or incurred as a result of such suspension.

9.6. If services required under this Agreement are terminated, canceled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of 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.

9.7. The Consultant may cross-utilize funds from the various Tasks assigned to accomplish the overall purpose and goal of this Agreement provided Consultant has obtained prior 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 10 – NON-APPROPRIATION CLAUSE**

All funds for payment by the Authority under this Agreement are subject to the availability of an annual appropriation for this purpose by the Authority. In the event of non-appropriation of funds by the Authority for the services provided under this Agreement, the Authority will terminate the Agreement, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the 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 Consultant 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.

**ARTICLE 11 - 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 12 - 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 13 – CONSULTANT’S PUBLIC RECORDS OBLIGATIONS

Consultant specifically acknowledges it obligation 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 199, 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 199, FLORIDA STATUTES, TO THE CONSULTANT’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 33919, publicrecords@flylcpa.com; http://flylcpa/publicrecords.

ARTICLE 14 - OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports and other technical data, other than working papers, prepared or developed by 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 15 - 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 16 - INDEMNIFICATION**

16.1. Consultant shall indemnify, hold harmless and defend Authority and Lee County, Florida, and their respective Boards of Commissioners, officers, and employees, from and against any liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, that may be made or brought hereafter by anyone on account of personal injury, property damage, loss of monies, or other loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Consultant, or anyone utilized by Consultant in the performance of this Agreement, except where such claims or damages result from the gross negligence or willful, wanton or intentional misconduct of Authority, Lee County or their respective Boards of Commissioners, officers, agents, or employees. This obligation will survive termination of the Agreement and acceptance of the services provided under this Agreement and payment therefore by Authority.

16.2. With respect to and in consideration for the indemnifications provided by Consultant in paragraph 16.1 above, Authority agrees to pay to Consultant ten percent (10%) of the total compensation paid to Consultant under this Agreement, the sufficiency and receipt of which is hereby acknowledged.

**ARTICLE 17 – SOVEREIGN IMMUNITY**

Consultant acknowledges and agrees that Authority does not waive its sovereign immunity by entering into this Agreement and that nothing herein shall be interpreted as a waiver of Authority's rights, including the limitation of waiver of immunity per Section 768.28, Florida Statutes, or any other statute, and Authority expressly reserves those rights to the fullest extent allowed by law.

**ARTICLE 18 – 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. During the term of this Agreement, Consultant shall provide, pay for and maintain, with companies satisfactory to Authority, the types of insurance described herein.

18.1. 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 18.2.1 through 18.2.4, 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.

18.2. 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:
18.2.1. **Professional Liability Insurance** - Consultant shall maintain professional liability insurance insuring its legal liability arising out of the performance of professional services under this Agreement. Such insurance shall have limits of not less than $2,000,000 each claim and $2,000,000 annual 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 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.

18.2.2. **Commercial General Liability Insurance** - Consultant shall maintain commercial general liability insurance on a per occurrence basis. Coverage shall include, but not be limited to, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, including Products and 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 and Completed Operations $2,000,000

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

- Bodily Injury and Property Damage Liability $5,000,000 Combined Single Limit

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

- Worker's Compensation Florida Statutory Requirements
- Employer's Liability Each Accident $500,000
- Disease Each Employee $500,000
18.2.5. Consultant must provide evidence of the required insurance coverage using Authority’s Certificate of Insurance attached as Exhibit “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.

18.2.6. 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 19 - SERVICES BY CONSULTANT’S OWN STAFF

Services 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 20 - WAIVER OF CLAIMS

Consultant’s acceptance of final payment will constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against Authority for services rendered under this Agreement, except those previously made in writing and identified by 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 21 - AIRPORT SECURITY REQUIREMENTS

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

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

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

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

Upon termination of this Agreement, or the resignation or dismissal of any employee or agent, or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the Consultant, Consultant shall surrender any Airport Security Identification Badge held by the Consultant or by Consultant's agents, employees, subconsultants, subcontractors, or invitees. If Consultant fails to surrender these items within five (5) days, the Consultant shall be assessed a fee of One Hundred Dollars ($100.00) per identification badge not returned. This fee will be billed to the Consultant or deducted from any money owing to the Consultant, at the Authority's discretion.

ARTICLE 22 – ASSIGNMENT, TRANSFER AND SUBCONTRACTS

Consultant shall not assign or transfer any of its rights, benefits or obligations hereunder, without the prior written consent of Authority. The Consultant shall have the right, subject to the Authority’s prior written approval, to employ other persons and/or firms to serve as subconsultants or subcontractors in connection with the Consultant's performance of services under the requirements of this Agreement.
ARTICLE 23 – PROVIDER AN INDEPENDENT CONTRACTOR

Consultant 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 Consultant, its employees, agents, subcontractors or assigns, during or after the performance of this Agreement.

ARTICLE 24 - TERMINATION OR SUSPENSION

24.1. 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 Contract Amendment or 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.

24.2. 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 24.3. below.

24.3. 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.

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

24.5. 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 25 - 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 26 - 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 Exhibit “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 27 - CONFLICT OF INTEREST

27.1. - Conflict of Interest - Clients - The Authority desires to avoid any real or perceived conflict of interest in obtaining Consultant's services during the term of this Agreement. Consultant therefore agrees not to perform work for any third party related to development of the Southwest Florida International Airport or Page Field General Aviation Airport, nor perform work related to any property directly abutting either Airport boundary or the boundary of the Southwest Florida International Airport Mitigation Park, or within the Runway Protection Zone of either Airport, or within the Southwest Florida International Airport Noise Overlay Zone.

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

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

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

If Consultant fails to advise or notify Authority as provided hereinabove of representation which could, or does, result in a conflict of interest, or if Consultant fails to discontinue such representation when requested, Authority may consider such failure as justifiable cause to terminate this Agreement.

27.2. Conflict of Interest - Projects - If Consultant or any subconsultant or subcontractor is requested by Authority to prepare any early analysis, concept study, preliminary design, cost estimate, project schedule, etc. for a project and the estimated construction cost of that project is expected to exceed the statutory threshold for competitive solicitations (currently $4 million) the Consultant and any subconsultant or subcontractor will be prohibited from pursuing any future solicitation or contracting with another firm, as a prime consultant or subcontractor, for that same project. The Consultant may not decline any work assigned by the Authority under this Agreement because of this restriction.

As identified in the Request for Letters of Qualification, Consultant acknowledges and accepts that all work that is potentially funded with any federal funds will be awarded to the top ranked firm as previously determined during the competitive selection process.

**ARTICLE 28 - NOTICES AND ADDRESS OF RECORD**

28.1. 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:
ATTENTION: Mark R. Fisher, Deputy Executive Director - Development

ATTENTION: Charles (Charlie) Wilson, CGC, Project Manager

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

ARTICLE 29 - 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 30 – MISCELLANEOUS

30.1. 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. Services provided under this Agreement must be performed in a workmanlike manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic location.

30.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

30.3. 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.
30.4. 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, Exhibits and Attachments.

30.5. This Agreement, including any Addenda and referenced Exhibits 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 31 - 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 32 - 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 33 - 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 34 - 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 35 - E-VERIFY

Consultant certifies that it has enrolled and is using 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 and is eligible to enter this Agreement. The Consultant further agrees to provide the Authority with proof of such enrollment within thirty (30) days of the date of this Agreement.

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

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

35.2. 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 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 36 - COVENANTS AGAINST DISCRIMINATION**

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

36.1. **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.

36.2. **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.

36.3. **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.

36.4. **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.

36.5. 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.

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

36.7. 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.

36.8. Incorporation of Provisions. Consultant shall include the provisions of paragraphs 36.1. through 36.7. 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 37 - 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 38 - 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 39 - AMENDMENTS OR MODIFICATIONS**

No amendment or modification to this Agreement shall be valid or binding upon the parties unless in writing as an Amendment to this Agreement and executed by both parties intended to be bound by it.

This Agreement shall become effective upon concurrence by the Federal Aviation Administration and/or the Florida Department of Transportation, if required, and otherwise on the date first written above.
IN WITNESS WHEREOF, the parties have executed this Agreement effective the
day and year first written above.

ATTEST:

[Signatures]
(Witness)

Consultant: EG SOLUTIONS, INC.

By: [Signature]
Title: President
Date: 12-9-2020
(Corporate Seal)

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

By: [Signature]
Chair or Vice Chair

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

By: [Signature]
Office of the Port Authority Attorney

FAA APPROVED:

By: [Signature]
Date ______________________

FDOT APPROVED:

By: [Signature]
Date ______________________
EXHIBIT "A"

SCOPE OF SERVICES

Consultant will provide Construction Engineering and Inspection Services to oversee the construction of the RSW Terminal Expansion Project. The Project will be developed and constructed based on the design prepared by Atkins North America. Final construction plans may be prepared and bid in phases. The Authority's CM/GC, Manhattan Construction, will competitively bid all sub-trade packages and offer a total project price to the Authority for each phase.

The CEI Consultant must provide, at a minimum, personnel to monitor and inspect the services performed under the construction agreement 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.

The CEI Consultant must perform the following duties:

Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the Authority, and issue notices of non-compliance to the CM/GC to correct such observed discrepancies. Monitor the construction activities of other Utility Agency/Owners (UAO) installing facilities within the Project limits. Perform sampling and testing of component materials and completed work in accordance with the construction contract documents. Monitor and inspect Contractor's Building Construction Phasing Plan and Work Zone Traffic Control/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 Manager and Engineer assigned to the Project of any significant omissions, substitutions, defects, or deficiencies noted in the work of the CM/GC or UAC. Consultant must also produce reports, verify quantity calculations and field measurements for CM/GC payment purposes as needed. Work also includes survey control and geotechnical testing services. Work also includes services summarized below.

Services to be provided are outlined below:

- Engineering Inspections
- Threshold Inspections
- Quality Assurance Sampling and testing of materials
- Geotechnical Testing and Analyses
- Laboratory Testing
- Earthwork Inspection & Testing
- Concrete Inspection & Testing
- Asphalt Inspection & Testing
- Auger Cast Pile Installation Inspection & Testing
- Welding Inspection
- On-site Inspections
- System commissioning
- Coordination of Submittals
- Coordinate RFI Responses
- Attendance at regularly scheduled construction progress meetings
- Cost Estimating and Budgeting
- Coordinate and Review Design changes with Engineer of Record
- Surveying and Mapping/Check Survey Control items
- Project Reporting and Presentations
- Furnish and implement a Quality Assurance Plan
- Monitor contractors quality control plan
- Equipment for Field Inspection Services
- Maintain records of all activities
- Track schedule progress
- Review proposed contract amendments & make recommendations
- Review of monthly CM/GC pay applications
- Certification of final estimates/final payment
- Serving as the Authority's Field Representative for technical matters
- Management of various subconsultant engineering subcontracts and disciplines under the CEI
- Assist in change order evaluation
- Assist in claims evaluation
- Document progress of work
- Provide assistance to owners Public Relations contact
- Certification of final estimate
- Document and track as-built conditions and provide final redline plans to Engineers of Record
- Post construction claims review
- Prepare for arbitration hearings or litigation
- All other duties related to the services outlined above and as deemed necessary to the Authority to successfully accomplish an airport development project
## EXHIBIT "B"

**BASIS OF COMPENSATION**

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# EXHIBIT “B-1”
## NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

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<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)</td>
<td>$ 0.15/Page B&amp;W-$0.75/Page Color</td>
</tr>
<tr>
<td>8-1/2&quot; x 11&quot;</td>
<td>$ 0.17/Page</td>
</tr>
<tr>
<td>8-1/2&quot; x 14&quot;</td>
<td>$ 0.17/Page</td>
</tr>
<tr>
<td>11&quot; x 14&quot;</td>
<td>$ 0.17/Page</td>
</tr>
<tr>
<td>Reproduction (Blue/White Prints)</td>
<td>$ 1.00/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>
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></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>
<tr>
<td></td>
<td>GENERAL LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td>General Aggregate</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
<td>Products Complete</td>
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<tr>
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<td>Personal &amp; Advertising</td>
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<td>Each Occurrence</td>
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<td></td>
<td>Fire Damage (Any one</td>
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<td></td>
<td>Person)</td>
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<td></td>
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<td></td>
<td>Medical Expense (Any</td>
</tr>
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<td></td>
<td>one Person)</td>
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<td></td>
<td>Specific Project*</td>
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<td>$10 as above</td>
</tr>
<tr>
<td></td>
<td>AUTOMOBILE LIABILITY</td>
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<td>Each Accident</td>
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<td>Bodily Injury (Each</td>
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<td>Person)</td>
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<td>Bodily Injury (Each</td>
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<td>Accident)</td>
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<td>Property Damage</td>
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<td>Bodily Injury and</td>
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<td>Property Damage</td>
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<td>Combined</td>
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<td>EXCESS LIABILITY</td>
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<td>Each Occurrence</td>
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<td>Aggregate</td>
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<td>Bodily Injury and</td>
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<td>Property Damage</td>
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<td>Combined</td>
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<td>Statutory</td>
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<td>(Each Accident)</td>
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<td></td>
<td>(Disease-Policy Limit)</td>
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<td>$10</td>
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<td></td>
<td></td>
<td></td>
<td>(Disease-Each Employee)</td>
</tr>
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<td></td>
<td>WORKERS' COMPENSATION</td>
<td></td>
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<td></td>
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<tr>
<td></td>
<td>AND EMPLOYER'S LIABILITY</td>
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<tr>
<td></td>
<td>OTHER</td>
<td></td>
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</tr>
</tbody>
</table>

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

DESCRIPTION OF OPERATIONS/Locations/VEHICLES/SPECIAL ITEMS

SPECIFIC PROJECT/LOCATION/VEHICLES/SPECIAL CONDITIONS:

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

Name and Address of Certificate Holder
Date Issued:
Authorized Representative:
Address:
Telephone #: 

15. -
EXHIBIT “D”

DATE: Dec. 9, 2020

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: LOG 90-361LB - Construction Engineering and Inspection (C&I) Services for the KSW Terminal Expansion.

Before me, the undersigned Authority, personally appeared [Signature], who provided [Identification], or [Signature] 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 hereinafter.

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:

[Consultant Name] EGSolutions, Inc

By: [Signature]

Print Name: [Signature]

Address: 4015 Town Center Pkwy, #1060
Lakewood Ranch, FL 34202

The foregoing instrument was acknowledged and executed before me by the above signed on this 4th day of December, 2020.

Nancy E.R. Simmons
NOTARY PUBLIC, State of Florida
Name Printed or Stamped
Commission Expires: Apr 11, 2021
Commission Number: 65087038

Nancy E.R. Simmons
Commission # G607038
Expires: April 11, 2021
Bonded thru Aaron Notary
EXHIBIT "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: ___________________________ Signature-FDOT Representative ___________________________

FAA: ___________________________ Signature-FAA ___________________________

Representative ___________________________ Date: __________________

Date: __________________
## Board of Port Commissioners of the Lee County Port Authority

### 1. Requested Motion/Purpose:
Request Board approve grant of non-exclusive underground easement to Florida Power & Light Company to provide electrical service to the proposed new Airfield Electrical Vault at the Southwest Florida International Airport.

### 2. Funding Source:
N/A

### 3. Term:
N/A

### 4. What Action Accomplishes:
Approves a perpetual non-exclusive underground utility easement to allow Florida Power & Light Company to provide electrical service to the proposed new Airfield Electrical Vault at the Southwest Florida International Airport.

### 8. Agenda:
- CEREMONIAL/PUBLIC PRESENTATION
- X CONSENT
- ADMINISTRATIVE

### 9. Requestor of Information:
(ALL REQUESTS)
NAME: Gregory S. Hagen
DIV: Port Attorney

### 10. Background:
Florida Power & Light Company has requested the Board of County Commissioners grant a non-exclusive underground utility easement to provide electrical service to the proposed new Airfield Electrical Vault at the Southwest Florida International Airport.

### 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>
</table>

### 12. Special Management Committee Recommendation:
- APPROVED X (5-0)
- APPROVED as AMENDED
- DENIED
- OTHER

### 13. Port Authority Action:
- APPROVED
- APPROVED as AMENDED
- DENIED
- DEFERRED to
- OTHER

---

**RECOMMENDED APPROVAL**

**DEPUTY EXEC DIRECTOR**

**COMMUNICATIONS AND MARKETING**

**OTHER**

**FINANCE**

**PORT ATTORNEY**

**ACTING EXECUTIVE DIRECTOR**

**Siegel**

**ASMC MEETING DATE:** 12/15/2020

**BoPC MEETING DATE:** 1/21/2021

---

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

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**11. RECOMMENDED APPROVAL**

**DEPUTY EXEC DIRECTOR**

**COMMUNICATIONS AND MARKETING**

**OTHER**

**FINANCE**

**PORT ATTORNEY**

**ACTING EXECUTIVE DIRECTOR**

---

**Benjamin R Siegel**

---

**12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**
- APPROVED X (5-0)
- APPROVED as AMENDED
- DENIED
- OTHER

---

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

This indenture is made this _ day of ☐, 2021, between LEE COUNTY, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902 ("Grantor") and FLORIDA POWER & LIGHT COMPANY, a Florida Corporation, whose mailing address is 15834 Winkler Road, Fort Myers, Florida 33908, its licensees, agents, successors and assigns ("Grantee"). The undersigned Grantor, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grants and gives to Grantee, an easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement varying in width described as follows:

See Exhibit “A” attached hereto ("Easement Area")

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for power transmission or distribution or communications purposes; the right of ingress and egress to Grantor’s property at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area which might interfere with or fall upon the lines or systems of power transmission or distribution or communications; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

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.
Provided such rights do not interfere with the rights granted herein to Grantee, Grantor specifically reserves the rights to use the Easement Area for the maintenance, construction, repair, or replacement of other public utility or drainage facilities located within or adjacent to the Easement Area, including the right to construct or maintain facilities that longitudinally and laterally traverse the Easement Area and are found necessary and appropriate by Grantor, or its designee, to provide continued and sufficient utility and drainage capability.

Grantor further reserves unto itself, its successors and assigns, for the use and benefits of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Easement Area together with the right to cause in said airspace such noise as 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.

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

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By: __________________________  
Deputy Clerk

By: __________________________  
Chair/Vice-Chair

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

By: __________________________  
Office of the County Attorney
LEGAL DESCRIPTION
A PARCEL OF LAND LYING WITHIN SECTION 30, TOWNSHIP 45 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 29, TOWNSHIP 45 SOUTH, RANGE 26 EAST, THENCE N 00°06'11" W, ALONG THE WEST LINE OF NORTHWEST QUARTER OF SAID SECTION 29 FOR 1013.93 FEET, THENCE S 89°53'49" W FOR 2964.89 FEET TO THE POINT OF BEGINNING OF A TEN FOOT FLORIDA POWER AND LIGHT EASEMENT; THENCE ALONG SAID EASEMENT THE FOLLOWING SIX (6) COURSES: (1) S 08°52'49" W FOR 100.90 FEET; (2) S 52°55'45" E FOR 40.39 FEET; (3) S 37°04'15" E FOR 10.00 FEET; (4) S 52°55'45" W FOR 65.11 FEET; (5) N 08°52'49" E FOR 125.62 FEET; (6) N 81°07'11" W FOR 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1660.89 SQUARE FEET OR 0.038 ACRES, MORE OR LESS.

NOTES:
1. THE CERTIFICATE OF AUTHORIZATION NUMBER OF T2UES, INC. IS LB-8336.
2. BEARINGS SHOWN ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER SECTION 29-45-26, BEING N 00°06'11" W.
3. LEGAL DESCRIPTION AND SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. ADDITIONS AND DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
5. NOT VALID WITHOUT ALL SHEETS.

Jason Cord Chambless
JASON (CORD) CHAMBLESS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 7133
(FOR THE FIRM - LB 8336)
SIGNED THIS 18TH DAY OF NOVEMBER, 2020

SEE SHEET 2 OF 2 FOR SKETCH
SKETCH & DESCRIPTION
OF AN FPL EASEMENT
LYING WITHIN
SECTION 30, TOWNSHIP 45 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA

ABBREVIATIONS
FT. = FOOT
INC. = INCORPORATED
LB = LICENSED BUSINESS
O.R. = OFFICIAL RECORD BOOK
NO. = NUMBER
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
REV. = REVISION

NORTHWEST CORNER
SECTION 28, TOWNSHIP 45 SOUTH,
RANGE 26 EAST
PER CERTIFIED CORNER RECORD
#090592
NORTHING = 820335.73
EASTING = 740555.10

NORTHING = 802035.73
EASTING = 740555.10

W. LINE OF THE
NORTHWEST QUARTER
N 0°09'11" W
(BASIS OF BEARING)

P.O.B.
S 89°53'49" W
2964.89'

P.O.C.
WES" QUARTER CORNER
SECTION 29, TOWNSHIP 45 SOUTH,
RANGE 26 EAST
PER CERTIFIED CORNER RECORD
#090597
NORTHING = 799392.01
EASTING = 740559.85

1 inch = 20 ft.
INTENDED DISPLAY SCALE

SEE SHEET 1 OF 2 FOR DESCRIPTION
1. REQUESTED MOTION/PURPOSE: Request Board convene as the Board of County Commissioners to approve grant of non-exclusive underground utility easement allowing Florida Power & Light to provide electrical service to the proposed new Airfield Electrical Vault at the Southwest Florida International Airport.

2. FUNDING SOURCE: N/A

3. TERM: N/A

4. WHAT ACTION ACCOMPLISHES: Establishes a non-exclusive utility easement to allow Florida Power & Light to provide electrical service to the proposed new Airfield Electrical Vault at the Southwest Florida International Airport.

5. CATEGORY: 17. Administrative Agenda

6. ASMC MEETING DATE:

7. BoPC MEETING DATE: 1/21/2021

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

9. REQUESTOR OF INFORMATION:
   (ALL REQUESTS)
   NAME  Gregory S. Hagen
   DIV.  Port Attorney

10. BACKGROUND:

    Florida Power & Light requests the Board grant a non-exclusive underground utility easement to provide electrical service to the proposed new Airfield Electrical Vault at the Southwest Florida International Airport.

    Attachment: Utility 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
TITLE:
Non-Exclusive Utility Easement grant to Florida Power & Light to provide electrical service to the proposed new Airfield Electrical Vault at the Southwest Florida International Airport.

ACTION REQUESTED: Request Board convene as the Board of County Commissioners to approve grant of non-exclusive underground utility easement allowing Florida Power & Light to provide electrical service to the proposed new Airfield Electrical Vault at the Southwest Florida International Airport.

FUNDING: N/A

WHAT ACTION ACCOMPLISHES: Establishes a non-exclusive utility easement to allow Florida Power & Light to provide electrical service to the proposed new Airfield Electrical Vault at the Southwest Florida International Airport.

MANAGEMENT RECOMMENDATION: Approve easement.

<table>
<thead>
<tr>
<th>Requirement/Purpose: (specify)</th>
<th>Request Initiated</th>
</tr>
</thead>
<tbody>
<tr>
<td>Statute</td>
<td>Commissioner:</td>
</tr>
<tr>
<td>Ordinance</td>
<td>Department:</td>
</tr>
<tr>
<td>Admin Code</td>
<td>Division:</td>
</tr>
<tr>
<td>Other</td>
<td>By:</td>
</tr>
</tbody>
</table>

Background:
Florida Power & Light requests the Board grant a non-exclusive underground utility easement to provide electrical service to the proposed new Airfield Electrical Vault at the Southwest Florida International Airport.

Attachment: Utility Easement
EASEMENT

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See Exhibit “A” attached hereto ("Easement Area")

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for power transmission or distribution or communications purposes; the right of ingress and egress to Grantor’s property at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area which might interfere with or fall upon the lines or systems of power transmission or distribution or communications; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

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Provided such rights do not interfere with the rights granted herein to Grantee, Grantor specifically reserves the rights to use the Easement Area for the maintenance, construction, repair, or replacement of other public utility or drainage facilities located within or adjacent to the Easement Area, including the right to construct or maintain facilities that longitudinally and laterally traverse the Easement Area and are found necessary and appropriate by Grantor, or its designee, to provide continued and sufficient utility and drainage capability.

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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

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By: ________________________  
Deputy Clerk

By: ________________________  
Chair/Vice-Chair

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

By: ________________________  
Office of the County Attorney
LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 30, TOWNSHIP 45 SOUTH, RANGE 26 EAST,
LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 29, TOWNSHIP 45 SOUTH, RANGE 26 EAST, THENCE N 00°06'11" W,
ALONG THE WEST LINE OF NORTHWEST QUARTER OF SAID SECTION 29 FOR 1013.93 FEET, THENCE S 89°53'49" W FOR 2964.89
FEET TO THE POINT OF BEGINNING OF A TEN FOOT FLORIDA POWER AND LIGHT EASEMENT; THENCE ALONG SAID EASEMENT
THE FOLLOWING SIX (6) COURSES: (1) S 08°52'49" W FOR 100.90 FEET; (2) N 52°55'45" E FOR 40.39 FEET; (3) S 37°04'15" E FOR
10.00 FEET; (4) S 52°54'45" W FOR 65.11 FEET; (5) N 08°52'49" E FOR 125.62 FEET; (6) N 81°07'11" W FOR 10.00 FEET TO THE
POINT OF BEGINNING.

CONTAINING 1660.89 SQUARE FEET OR 0.038 ACRES, MORE OR LESS.

NOTES:
1. THE CERTIFICATE OF AUTHORIZATION NUMBER OF T2UES, INC. IS LB-8336.
2. BEARINGS SHOWN ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER SECTION 29-45-26,
   BEING N 00°06'11" W.
3. LEGAL DESCRIPTION AND SKETCH OR THE COPIES THEREOF ARE NOT
   VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A
   FLORIDA LICENSED SURVEYOR AND MAPPER.
4. ADDITIONS AND DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER
   THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN
   CONSENT OF THE SIGNING PARTY OR PARTIES.
5. NOT VALID WITHOUT ALL SHEETS.

Jason Cord  
Chamless

JASON (CORD) CHAMLESS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 7133
(FOR THE FIRM - LB 8336)
SIGNED THIS 18TH DAY OF NOVEMBER, 2020

SEE SHEET 2 OF 2 FOR SKETCH
SKETCH & DESCRIPTION
OF AN FPL EASEMENT
LYING WITHIN
SECTION 30, TOWNSHIP 45 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA

ABBREVIATIONS
FT. = FOOT
INC. = INCORPORATED
LB = LICENSED BUSINESS
O.R. = OFFICIAL RECORD BOOK
NO. = NUMBER
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
REV. = REVISION

NORTHWEST CORNER
SECTION 29, TOWNSHIP 45 SOUTH,
RANGE 26 EAST
PER CERTIFIED CORNER RECORD
#090592
NORTHING = 820355.73
EASTING = 740555.10

P.O.C.
WEST QUARTER CORNER
SECTION 29, TOWNSHIP 45 SOUTH,
RANGE 26 EAST
PER CERTIFIED CORNER RECORD
#090597
NORTHING = 799392.01
EASTING = 740559.85

W. LINE OF THE
NORTHWEST QUARTER
N 00°00'11" W
(BASIS OF BEARING)

1 inch = 20 ft.
INTENDED DISPLAY SCALE

SEE SHEET 1 OF 2 FOR DESCRIPTION