

March 27, 2023 Board Meeting

Dan McClure Auditorium East
6000 Airport Circle Dr
Sarasota, FL 34243



March 27, 2023 01:00 PM

Agenda Topic	Presenter	Page
1. Call to Order, Invocation, and Pledge to Flag	Chairman Jackson	
2. Introduction of New Employees	Pamela Kantor	
3. Approval: Minutes of Regular Meeting of January 30, 2023 & Special Meeting of March 6, 2023	Chairman	3
4. Public Comments - Items on the Agenda	Chairman	
Members of the public who wish to speak on a topic, whether on the agenda or not, are asked to fill out a Citizen's Comment card and present it to the Board Secretary. This is the time for anyone wishing to speak on ANY agenda item, even those that may involve a contract in excess of the \$325,000 threshold amount. A later item on the agenda is set aside for those wishing to speak on items NOT on the agenda.		
5. Items Needing Action	Fredrick J. Piccolo	11
5.1 Approval: Award Development and Operating Agreement to AeroVanti Hangar, LLC	FJP	11
6. Items Needing Action - Over \$325,000 Threshold	FJP	75
The following item(s) involve a contract in excess of the threshold of \$325,000 and pursuant to Section 332.0075(3)(b) F.S., a reasonable opportunity for public comment must be offered before their approval, award, or ratification.		
6.1 Approval: Construction Contract Award to Magnum Builders of Sarasota for the Asos Relocation Project	FJP	75
6.2 Approval: Construction Phase Professional Services Contract with Grehsam Smith for Terminal Expansion Project	FJP	79
6.3 Approval: Professional Planning, Architectural & Engineering Services Contract for Master Parking Project	FJP	132
6.4 Approval: Guarantee Maximum Price Proposal for Work Package 1B Escalator Enabling Work for Terminal Concourse B Renovations and New Ground Loading Concourse Project	FJP	162
7. Department Reports	FJP	184
7.1 Financial Statements		184

7.2	Investment Portfolio	188
7.3	Finance & Administration	190
7.4	Real Estate Development & Properties	194
7.5	ARFF, Operations & Police	197
7.6	Development/Community Relations & Activity Report	202
7.7	Engineering, Planning & Facilities	207
7.8	Internal Audit & Investment Compliance	211
7.9	Information Technologies	213
8.	Attorney Presentations	C. Dan Bailey
9.	Old/New Business	Chairman
10.	Public Comments - Items Not on the Agenda	Chairman
<p>Anyone wishing to speak on items not on the agenda must complete a Citizen's Comment card and present it to the Board Secretary. Comments are limited to five minutes per person. No individual may give their time to another speaker.</p>		
11.	Comments by Commissioners	Chairman
12.	Adjournment	Chairman

Proceedings of this public meeting will be digitally recorded. Copies may be purchased from the SMAA executive assistant at 941-359-2770, ext. 4216. Anyone wishing to appeal a decision made by the Airport Authority concerning any matter considered at this public meeting will need a record of the proceedings and must ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based.

AGENDA ITEM NO. 3



Minutes for January 30, 2023 Board Meeting

01/30/2023 | 01:02 PM - 02:31 PM

Dan McClure Auditorium East, 6000 Airport Circle, Sarasota FL 34243

Attendees

Commissioners: Jesse Biter; Doug Holder; Kristin Incrocci; Robert Spencer.

Commissioners Absent: Carlos Beruff; Jeff Jackson

Staff/Council: Fredrick Piccolo; Kent Bontrager; Pamela Kantor; Mark Stuckey; Dori Guzman;

C. Dan Bailey

Agenda

1. Call to Order, Invocation, and Pledge to Flag

Vice Chair Incrocci called the meeting to order at 1:02 p.m. and led the invocation and the pledge.

2. Introduction of New Employees

Executive Vice President, CFO Pamela Kantor introduced the following new employees: Laddi Doty, Accounts Payable; and Richard Reimann, Public Works Maintenance Technician. Additionally, three employees were hired in November, two in December, and six in January.

3. Approval of Minutes of Workshop & Regular Meetings of November 22, 2022

The Board approved the minutes of the November 22, 2022 Workshop and Regular Meetings.

4. Public Comments - Items on the Agenda

There were no public comments regarding items on the agenda.

5. Communication: Plante Moran Audited Fiscal Year 2022 Financials

Pamela Hill, Partner, Plante Moran provided an overview of the Fiscal Year 2022 financial audit for the Authority and noted there were no audit exceptions again this year.

6. Items Needing Action

6.1 Approval of Master Parking Plan Project RFQ-01-2022-MPP

Mr. Piccolo advised that staff received three proposals. Two firms were deemed to be qualified and capable of providing planning and consulting services to prepare a master parking plan.

Minutes for January 30, 2023 Board Meeting

Mr. Bailey explained the general protocol for presenters and the Board ranking process. After presentations by each firm, the ballot vote ranked the two firms as follows:

1. InterVISTAS
2. Walker Consultants

MOTION: Commissioner Biter moved to approve the selection of InterVISTAS as the first ranked firm, and Walker Consultants as second ranked firm. Staff is authorized to prepare all necessary documents, negotiate scope and fees, and present to the Board for approval at the next board meeting. Commissioner Incrocci seconded. **MOTION PASSED UNANIMOUSLY (4-0).**

6.2 Public Hearing for Resolution 2022-06 Amending Fiscal Year 2023 Budget, Setting Maximum Daily Vehicle Parking Fees

Vice Chair Incrocci opened the Public Hearing for Resolution 2022-06. Dori Guzman, Notary Public, administered the oath to staff members taking part in the Public Hearing. Mr. Piccolo addressed the resolution, noting that administration would like to update the Maximum Daily Vehicle Parking Fees. **THE PUBLIC HEARING WAS CLOSED.**

6.3 Approval of Resolution 2022-06 Amending Fiscal Year 2023 Budget, Setting Maximum Daily Vehicle Parking Fees

MOTION: Commissioner Biter moved to approve Resolution 2022-06, Amending Fiscal Year 2023 Budget, Setting Maximum Daily Vehicle Parking Fees. Commissioner Holder seconded. **MOTION PASSED UNANIMOUSLY (4-0).**

Mr. Piccolo responded to clarifying questions from the Board regarding airport traffic, parking, and fees.

6.4 Approval of Resolution 2023-01 Authorizing President, CEO to Execute Certain Leases, Contracts, and Grant Agreements

MOTION: Commissioner Biter moved to approve Resolution 2023-01, Authorizing the President, CEO (or in his absence the Executive Vice President, Chief of Staff) to execute certain leases, contracts, and grant agreements. This resolution is updated annually. Commissioner Spencer seconded. **MOTION PASSED UNANIMOUSLY (4-0).**

6.5 Approval of Construction Phase Professional Services Contract with AVCON, Inc. for Ground Transportation Center Project

MOTION: Commissioner Biter moved to authorize the Chairman to execute a construction phase services contract with AVCON, Inc. for the Ground Transportation Center Project, in the amount of \$163,386.34, with a 10% contingency for a total budget of \$179,724.97. Commissioner Spencer seconded. **MOTION PASSED UNANIMOUSLY (4-0).**

6.6 Approval of Lease and Concession Agreement with Mitchell Management of Florida, Inc.

MOTION: Commissioner Biter moved to authorize the Authority to enter into a lease and concession agreement with Mitchell Management of Florida, Inc, as presented. Commissioner Spencer seconded. **MOTION PASSED UNANIMOUSLY (4-0).**

Mr. Piccolo responded to clarifying questions from the Board regarding food/beverage service during construction and remodeling of dining establishments.

6.7 Approval of Lease, Development and Operating Agreement with DaVinci Inflight Training Institute, Inc.

MOTION: Commissioner Biter moved to authorize the Authority to approve a lease, development, and operating agreement with DaVinci Inflight Training Institute, Inc., consistent with the terms presented. Commissioner Holder seconded. **MOTION PASSED UNANIMOUSLY (4-0).**

6.8 Approval to Amend General Ground Lease Agreement Associated with Purchase of 100 Percent Interest of Airport Management Associates, LLC (AMA or Dolphin Aviation) and F.I. International, Inc by Snowbird Acq Co., LLC

MOTION: Commissioner Biter moved authorize the Chairman to execute an amendment to the general ground lease agreement associated with the purchase of 100 Percent Interest of Airport Management Associates, LLC (AMA or Dolphin Aviation) and F.I. International, Inc by Snowbird Acq Co., LLC; and to authorize the President, CEO to execute consent and estoppel forms approved by airport counsel. Commissioner Holder seconded. **MOTION PASSED UNANIMOUSLY (4-0).**

7. Items Needing Action - Over \$325,000 Threshold

7.1 Approval of Increased Contract Scope for Construction of Parking Lot Expansion Project with Magnum Builders of Sarasota, Inc.

MOTION: Commissioner Spencer moved to authorize the Authority to increase the contract scope and fee of \$393,977.04 with Magnum Builders of Sarasota, Inc.in order to relocate the entrance to the shade parking lot. Staff is also authorized to prepare all documents necessary to implement this action. Commissioner Holder seconded. **MOTION PASSED UNANIMOUSLY (4-0).**

7.2 Approval of Elevator Modernization Project (P-220001)

MOTION: Commissioner Biter moved to authorize the President, CEO to execute a contract with the number one ranked firm, Schindler Elevator, for the purchase of elevator modernization components and installation services in an amount not to exceed \$540,991.00. Staff is also authorized to prepare all documents necessary to implement this action. Commissioner Holder seconded. **MOTION PASSED UNANIMOUSLY (4-0).**

7.3 Approval of Parking Access and Revenue Control Equipment (P-230002)

MOTION: Commissioner Biter moved to authorize the President, CEO to execute a contract with the number one ranked firm, Skidata, Inc., for parking access and revenue control equipment in an amount not to exceed \$1,098,854.90. Staff is also authorized to prepare all documents necessary to implement this action. Commissioner Spencer seconded. **MOTION PASSED UNANIMOUSLY (4-0).**

8. Department Reports Accepted

- 8.1 Financial Statements
- 8.2 Investment Portfolio
- 8.3 Finance & Administration
- 8.4 Real Estate Development & Properties
- 8.5 ARFF, Operations & Police
- 8.6 Development/Community Relations & Activity Report
- 8.7 Engineering, Planning & Facilities
- 8.8 Internal Audit & Investment Compliance
- 8.9 Information Technology

9. Attorney Presentations

There were no attorney presentations

10. Old/New Business

There was no old/new business

11. Public Comments - Items Not on the Agenda

There were no public comments regarding items not on the agenda

12. Comments by Commissioners

Mr. Piccolo responded to questions from the Board regarding airplane wait times on the tarmac.

13. Adjournment

There was no further business to come before the Authority. The meeting was adjourned at 2:31 p.m.

ATTEST:

APPROVE:

Robert Spencer, Secretary

Jeffrey Jackson, Chairman



Minutes for March 6, 2023 Special Board Meeting

03/06/2023 | 02:00 PM - 02:21 PM

Dan McClure Auditorium East, 6000 Airport Circle, Sarasota FL 34243

Attendees

Commissioners: Jesse Biter; Carlos Beruff; Doug Holder; Jeff Jackson; Robert Spencer
Staff/Council: Fredrick Piccolo; Kent Bontrager; Pamela Kantor Mark Stuckey; C. Dan Bailey;
Dori Guzman

Agenda

1. Call to Order

Chairman Jackson called the meeting to order at 2:00 p.m. and led the pledge to the flag.

2. Approval: Settlement Term Sheet

Mr. Piccolo updated the Board regarding the old kennel club property dispute between Sarasota Manatee Airport Authority, the City of Sarasota and Barbara Collins, Trustee of the Jack G. Collins, Sr. Revocable Trust. All parties have agreed in principle on the terms for resolution and settlement of the current disputes between them. Terms detailed within the Settlement Term Sheet.

MOTION: Commissioner Beruff moved to approve the Settlement Term Sheet for resolution and settlement of the current dispute between the parties. Commissioner Biter seconded.

MOTION PASSED UNANIMOUSLY (5-0).

3. Approval: Resolution 2023-02 to Governor Ron DeSantis in Appreciation

Mr. Piccolo requested the Board approve Resolution 2023-02, expressing appreciation to Governor Ron DeSantis for supporting an appropriation request that resulted in a \$21,500,000 capital grant to the Sarasota Bradenton International Airport to construct a five-gate terminal addition and improve the baggage screening system.

MOTION: Commissioner Biter moved to approve Resolution 2023-02. Commissioner Spencer seconded. **MOTION PASSED UNANIMOUSLY (5-0).**

4. Approval: Resolution 2023-03 to Senator Joe Gruters in Appreciation

Mr. Piccolo requested the Board approve Resolution 2023-03, expressing appreciation to Senator Joe Gruters for his ongoing support on a number of legislative and appropriation projects critical to the Sarasota Bradenton International Airport.

MOTION: Commissioner Biter moved to approve Resolution 2023-03. Commissioner Spencer seconded. **MOTION PASSED UNANIMOUSLY (5-0).**

5. Approval: Resolution 2023-04 Establishment of SRQ Wingman Award

Mr. Piccolo requested the Board approve Resolution 2023-04, establishing the SRQ Wingman Award, to recognize individuals who contribute to the success of Sarasota Bradenton International Airport.

MOTION: Commissioner Biter moved to approve Resolution 2023-04. Commissioner Spencer seconded. **MOTION PASSED UNANIMOUSLY (5-0).**

6. Approval: Guaranteed Maximum Price Proposal for Work Package 5, Ground Boarding Facility for the Terminal Concourse B Renovations and New Ground Loading Concourse Project

Mr. Piccolo reminded the Board of the key goals for Work Package 5, which will:

- Expand existing holdroom capacity
- Expand and/or increase concessions areas
- Improve efficiency of arrival/departure gate areas
- Install additional ingress/egress escalator system
- Evaluate and upgrade power and utilities

Airport staff and DeAngelis Diamond-Magnum Builders staff responded to clarifying questions from the Board.

MOTION: Commissioner Biter authorized the President/CEO to execute the CMAR CMP Amendment for Work Package 5 in an amount up to \$71,521,670.00, with amendments, and authorized staff to prepare all documents necessary. Commissioner Spencer seconded.

MOTION PASSED UNANIMOUSLY (5-0).

7. Miscellaneous Matters

There were no miscellaneous matters.

8. Adjournment

There was no further business to come before the Authority. The meeting was adjourned at 2:21 p.m.

ATTEST:

APPROVE:

Robert Spencer, Secretary

Jeffrey Jackson, Chairman

AGENDA ITEM NO. 5.1

SARASOTA MANATEE AIRPORT AUTHORITY
March 27, 2023, REGULAR MEETING
STAFF NARRATIVE

REQUEST TO AWARD
DEVELOPMENT AND OPERATING AGREEMENT
TO AEROVANTI HANGAR, LLC

EXECUTIVE SUMMARY: Request to Award a Development and Operating Agreement to AeroVanti Hangar, LLC.

NARRATIVE: AeroVanti, Inc. is a high growth startup private aviation club, incorporated in Delaware in 2020, to provide aircraft charter services using primarily company owned aircraft. AeroVanti flights are conducted in accordance with FAA Part 91-F and its destinations include the entire U.S., Canada, and the Caribbean. AeroVanti currently has over 500 club members and is led by Entrepreneur, Founder and CEO, Patrick Britton-Harr, and Interim COO, Paolo Ferreri, former CEO and Chairman of Piaggio America, Inc.

AeroVanti currently operates a fleet of sixteen P.180 turboprop aircraft based in Annapolis, Maryland and Sarasota and has raised \$109.8M in funding to date to acquire additional aircraft to meet customer demand. In December 2022, the Tampa Bay Buccaneers named AeroVanti as the team's exclusive private aviation partner. AeroVanti also serves as the exclusive private aviation partner for the University of Maryland Terrapins and the University of Central Florida Knights.

In August 2022, Staff approved a short-term lease with AeroVanti for two aircraft hangars located on the east side of the Airport, providing 17,786 square feet of storage. Subsequently, AeroVanti has advised Staff that it is pursuing the rights to acquire Piaggio America, Inc. in the U.S., which is currently in receivership, and has requested to lease and develop up to 16.8 acres of land in the north quadrant of the Airport for aircraft sales, assembly, maintenance, training, on-demand charter, Part 91 operations, and related fuel dispensing.

The proposed agreement with AeroVanti includes an initial 20-year term with two 10-year renewal terms, subject to approval by the Authority, and the proposed initial rental rate, based on appraisal, is \$0.70/SF, subject to CPI adjustments every three years throughout the term of the agreement. The initial premises includes a parcel containing 5.4 acres of land. The minimum capital investment for the initial parcel is \$10 million, and the minimum improvements required include 30,000 SF of aircraft hangar, 30,000 SF of apron, and 3,000 SF of conditioned office space.

Subject to completion of the improvements and the capital investment required for the initial parcel within 18 months following the effective date of the agreement, the proposed agreement includes a second parcel containing 5.4 acres of land. The minimum capital investment and improvements required for the second parcel are identical to the initial parcel. Subject to completion of the improvements and the capital investment required for the second parcel within 12 months following completion of the initial parcel, the proposed agreement includes a third parcel containing 6.0 acres of land. The minimum capital investment and improvements required

on the third parcel are identical to the second parcel and are required to be completed with 12 months following completion of the second parcel.

Title to the improvements is required to be conveyed to the Authority at the completion of the initial term, after which time rent will be assessed by the Authority on the improvements. The proposed agreement includes a security deposit in an amount equivalent to one year of rent and the first year of rent for the initial parcel is due and payable to the Authority at the start of the agreement in the amount of \$189,355.32.

Based on the aviation services to be provided, the potential for additional employment, and the terms and conditions of the proposed agreement, the President/CEO recommends award of the proposed development and operating agreement to AeroVanti, as presented.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority Board award the proposed Development and Operating Agreement to AeroVanti Hangar, Inc. as presented.

ATTACHMENT: Proposed Development and Operating Agreement between Sarasota Manatee Airport Authority and AeroVanti Hangar, Inc.

**DEVELOPMENT AND OPERATING AGREEMENT
BETWEEN
SARASOTA MANATEE AIRPORT AUTHORITY
AND
AEROVANTI HANGAR, LLC**

This Development and Operating Agreement (this "Agreement") is made and entered into by and between the Sarasota Manatee Airport Authority, a body politic and corporate existing under the laws of the State of Florida ("Authority"), and AeroVanti Hangar, LLC, a limited liability corporation organized under the laws of Maryland and authorized to do business in the State of Florida, ("Lessee"), collectively hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, Authority owns and operates the Sarasota Bradenton International Airport ("Airport"), located in Sarasota County and Manatee County, Florida; and

WHEREAS, Authority is permitted to Agreement land at the Airport pursuant to the Florida Statutes for aviation use; and

WHEREAS, Lessee is a Specialized Aviation Service Operation providing Aircraft Agreement and/or Rental services at the Airport, as defined in Article 9 of the Authority's Minimum Standards for Aeronautical Activities, dated March 26, 2018 ("Minimum Standards"); and

WHEREAS, Lessee desires to lease, develop and operate on land at the Airport to provide Aircraft Lease and/or Rental, Aircraft Flight Training, Aircraft Maintenance & Repair, On-Demand Aircraft Charter, Aviation Fuel Dispensing Facilities, and Aircraft Manufacturer Service Facility services, as individually defined in Article 8, Article 9, Article 10, Article 14, Article 15, Article 16, and Article 22, respectively, of the Minimum Standards; and

WHEREAS, Authority to lease land at the Airport to Lessee for development and operation of Aircraft Lease and/or Rental, Aircraft Flight Training, Aircraft Maintenance & Repair, On-Demand Aircraft Charter, Aviation Fuel Dispensing Facilities, and Aircraft Manufacturer Service Facility services, as individually defined in Article 8, Article 9, Article 10, Article 14, Article 15, Article 16, and Article 22, respectively, of the Minimum Standards; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and other good and valuable consideration, the receipt of which the Parties hereby expressly acknowledge, the Parties hereto covenant and agree to the following terms and conditions:

Article 1 - Recitals/Effective Date

The foregoing recitals are true and correct and are hereby incorporated herein by reference. This Agreement shall become effective when approved by the Sarasota Manatee Airport Authority Board and signed by all parties ("Effective Date").

Article 2 – Definitions

The following words, terms, and phrases wherever used in this Agreement shall have the meanings set forth in this Article and the meanings shall apply to both singular and plural forms of such words, terms, and phrases.

2.01 "Adjustment Date" has the meaning set forth in Article 5.06.

2.02 "Airport" means the Sarasota Bradenton International Airport located in Sarasota and Manatee Counties, Florida.

2.03 "Airport Rules and Regulations" means the Rules and Regulations for Aeronautical Activities, dated March 20, 2019, as now or hereafter amended, and any successor ordinance or resolution regulating activities or operations on the Airport.

2.04 "Appraisal Adjustment Date" has the meaning set forth in Article 5.07.

2.05 "Approved Costs" has the meaning set forth in Article 8.01(B).

2.06 "Base Rental" means: (a) the initial annual Land Rent provided in Article 5.01(A); and (b) the initial annual Improvement Rent established on the dates provided in Article 5.02 for the buildings and improvements identified in Article 5.02. The Base Rental shall be adjusted as provided in Article 5.06 and 5.07 on the Appraisal Adjustment Dates.

2.07 "Base Year" For all rental adjustments occurring before the first Appraisal Adjustment Date, Base Year means the initial twelve-month period of the Agreement starting with the Commencement Date. After the first Appraisal Adjustment Date, the Base Year shall be the Agreement year that began on the most recent Appraisal Adjustment Date.

2.08 "Board" means the Board of the Sarasota Manatee Airport Authority, Florida.

2.09 "CEO/President" means the CEO/President of the Sarasota Manatee Airport Authority.

2.10 "Commencement Date" has the meaning set forth in Article 3.01.

2.11 "Consumer Price Index" has the meaning set forth in Article 5.06.

2.12 "Damages" has the meaning set forth in Article 19.

2.13 "Derelict Aircraft" means an aircraft, stored in the open, that:

- (A) Does not hold a current and valid airworthiness certificate issued by the FAA, or other appropriate aircraft certifying authority, together with necessary aircraft registration and maintenance records with a current endorsement by an appropriately rated certificate holder that the aircraft is in an airworthy condition; or
- (B) Has been issued a condition notice by the FAA or other appropriate aircraft certification authority that specifies that the aircraft has one or more conditions which render it not airworthy; or
- (C) Has had major components, accessories, flight controls, portions of the airframe or engines removed to render the aircraft not airworthy.

2.14 "Derelict Vehicle" means a vehicle designed for use on the roadways that is in a wrecked, dismantled or partially dismantled condition, or which is in an inoperable condition.

2.15 "Effective Date" shall have the meaning set forth in Article 1.

2.16 "Environmental Laws" means all applicable federal, state, or local laws, statutes, ordinances, rules, regulations, and governmental restrictions relating to the protection of the environment, human health, welfare, or safety, or to the emission, discharge, seepage, or release of Hazardous Substances into the environment, including, but not limited to, ambient air, surface water, groundwater, or land, or otherwise relating to the handling of such Hazardous Substances.

2.17 "FAA" means the Federal Aviation Administration.

2.18 "Fuel Flowage Fees" means the fuel flowage fees established by resolution of the Board as now or hereafter amended, and any successor ordinance or resolution establishing fuel flowage fees. At the time of execution of this Agreement the rate is currently nine (9) cents per gallon.

2.19 "Fuel System" means all fuel and oil storage tanks and components thereto, all fuel and oil lines and associated distribution systems, pumps, nozzles and outlets, all fuel monitoring and alarm systems, and remediation improvements, whether above or below ground.

2.20 "Hazardous Substances" means any contaminant, hazardous or toxic substance, material or waste of any kind or any other substance that is regulated by any Environmental Laws.

2.21 "Improvement Rent" has the meaning set forth in Article 5.02(A).

2.22 "Initial Term" has the meaning set forth in Article 3.01.

2.23 "Inspection Period" has the meaning set forth in Article 3.03(B).

2.24 "Inspections" means any inspections and tests that Lessee deems appropriate with respect to the Premises, including, but not limited to, the following: (a) physical inspection of the Premises; (b) soil investigation; (c) environmental assessment; (d) topographic studies; and (e) engineering, utilities, and site planning studies.

2.25 "Landing Fees" has the meaning set forth in Article 5.04.

2.26 "Land Rent" is the rent payable by Lessee for the ground being leased by Authority to Lessee. See Article 5.01.

2.27 "Agreement" means this Agreement as now or hereafter amended, and all exhibits attached hereto, which are incorporated herein by reference. Words such as "herein," "hereafter," "hereof," "hereby" and "hereunder" when used with reference to this Agreement, refer to this Agreement as a whole, unless context otherwise requires.

2.28 "Agreement Year" means the annual period beginning on the Commencement Date and ending on the last day of the previous calendar month one year later ("First Agreement Year") and each successive annual period immediately succeeding the end of the First Agreement Year.

2.29 "Leasehold Mortgage" has the meaning set forth in Article 15.01.

2.30 "Letter of Credit" has the meaning set forth in Article 5.09.

2.31 "Minimum Capital Expenditure" has the meaning set forth in Article 8.01(B).

2.32 "Minimum Standards" means the Minimum Standards for Aeronautical Activities for Sarasota Bradenton International Airport adopted by the Authority on March 26, 2018, as now or hereafter amended, and any successor minimum standards for aeronautical activities adopted for the Authority.

2.33 "Non-Discrimination Authorities" has the meaning set forth in Article 25.02(C).

2.34 "Person" includes a partnership, joint venture, association, corporation, limited liability company, trust, or other entity, or, where the context so permits or requires, a natural person.

2.35 "Phase I ESA" has the meaning set forth in Article 21.05

2.36 "Phase II ESA" has the meaning set forth in Article 21.05.

2.37 "Plans" has the meaning set forth in Article 8.01(C).

2.38 "Pre-existing Environmental Condition" means the presence of Hazardous Substances in violation of Environmental Laws on, in or under the Property (including soil, groundwater, and soil vapor)

because of the discharge, release, disposal, storage, treatment, migration or any other activities occurring prior to the Effective Date of this Agreement.

2.39 "Premises" means the Property described on Exhibit A-1 and all buildings, hangars, structures, aircraft apron areas, pavements, and facilities for Lessee's exclusive use and other related improvements now or hereafter constructed thereon, subject to easements, rights-of-way, and any other encumbrances of record.

2.40 "Property" means the real property described on Exhibit A-1, subject to easements, rights-of-way, and any other encumbrances of record, excluding any improvements constructed thereon.

2.41 "Renewal Term" has the meaning set forth in Article 3.02.

2.42 "Required Improvements" has the meaning set forth in Article 8.02(A).

2.43 "Security Deposit" has the meaning set forth in Article 5.09.

2.44 "Lessee Parties" means Lessee and its sublessees, contractors, suppliers, employees, officers, licensees, agents, and invitees.

2.45 "Term" means the Initial Term and any Renewal Term.

2.46 "TSA" means the Transportation Security Administration of the Authority of Homeland Security and its authorized successors.

Article 3 – Commencement Date/Term

3.01 Initial Term. The initial term of this Agreement shall commence on the first of the following to occur ("Commencement Date"), which date shall be memorialized by Authority in writing to the Lessee: (a) the date of substantial completion of the Parcel A Improvements, defined hereinbelow, as evidenced by Lessee's receipt of a certificate of occupancy for said Improvements; (b) the date Lessee commences use of the Parcel A Improvements (or any portion thereof) for the conduct of its business, other than construction; or c) eighteen (18) months from the Effective Date of this Agreement, and shall terminate twenty (20) years from the Commencement Date, unless sooner terminated pursuant to the terms, covenants, and conditions of this Agreement ("Initial Term"). As used herein, "Agreement Year" shall have the following meaning set forth in Article 2.29.

3.02 Renewal Terms. Provided that Lessee is not in default beyond any applicable cure period as to any of the terms or conditions of this Agreement, the Authority and Lessee may agree to extend this Agreement under the same terms, covenants, and conditions of this Agreement for up to two (2) additional ten (10) year terms ("Renewal Terms"). If the Lessee wishes to extend the Term of this Agreement, Lessee shall provide written notice to the Authority of its desire to exercise the Renewal Term, six (6) months prior to the expiration of the Initial Term of the Agreement, as may be amended. The Authority will decide to extend or not extend the Agreement and shall notify Lessee of its decision within thirty (30) days following

the Authority's receipt of Lessee's written request to extend the Term of this Agreement. Only one Renewal Term may be exercised by the Authority and Lessee at any one time. Each Renewal Term shall be effective by a written instrument signed by both Parties without the need for formal amendment to this Agreement. Unless otherwise set forth in this Agreement, the word "Term" shall refer to the Initial Term and any agreed upon Renewal Term(s). During any Renewal Term(s) all terms, covenants, and conditions of the Agreement shall remain in full force and effect except as specifically set forth herein. The Renewal Terms that may be agreed upon and extended are limited to those described in this Article.

3.03 Inspections.

- (A) From and after the Effective Date and up to the Commencement Date, Lessee shall have the right to use and occupy Parcel A for the installation and construction of Lessee's Improvements subject to the terms, covenants, and conditions of this Agreement.
- (B) From and after the Effective Date and expiring ninety (90) days thereafter ("Inspection Period"), Lessee may conduct any Inspections that Lessee deems appropriate with respect to the Premises. All Inspections performed hereunder shall be conducted at Lessee's sole cost and expense and shall be performed by licensed Persons dealing in the respective areas or matters. Lessee agrees to indemnify Authority from and against all losses, damages, costs, expenses and/or liability of whatsoever nature arising from or out of a Lessee's employees, agents, vendors, or guests' entry upon and inspection of the Premises. Lessee's obligation to indemnify Authority pursuant to this Article shall survive the expiration or earlier termination of this Agreement. Prior to the expiration of the Inspection Period, Lessee shall provide Authority with one (1) complete copy of all written inspection reports detailing the results of the Inspections obtained by Lessee hereunder.
- (C) If Lessee reasonably determines that it will be unable to use the Premises for the uses permitted hereunder based on the result(s) of the Inspections, or if environmental assessment(s) reveal the presence of a Pre-existing Environmental Condition not acceptable to Lessee, Lessee may elect to terminate this Agreement upon written notice to Authority on or before the expiration of the Inspection Period. In the event Lessee fails to properly exercise its right to terminate this Agreement pursuant this Article, Lessee shall be deemed to have waived such right and accepted the Premises "As Is" in its then existing condition, subject to all defects, latent or patent, if any; provided, however, that Lessee's acceptance of the Premises will not limit Authority's obligations with respect to any Pre-existing Environmental Condition for which Authority has taken responsibility pursuant to Article 3.03 (D). In the event Lessee terminates this Agreement pursuant to this Article, Lessee, at its sole cost and expense, shall repair any damage resulting from the Inspections and restore the Premises to the condition in which it existed prior thereto, using materials of like kind, quality, and quantity.
- (D) Authority has provided Lessee with a Phase I environmental site assessment, dated January 4, 2022, prepared by Enviro-Audit & Compliance, Inc., which assessment states the condition of the Premises on the effective date of the report ("Environmental Baseline

Report"). Lessee agrees and understands that it is accepting the condition of the Premises as described in the Environmental Baseline Report together with any environmental reports/studies, if any, prepared by Lessee during the Inspection Period, shared with, and confirmed by the Authority ("Lessee Environmental Report(s)").

- (E) Lessee may elect to perform its own environmental inspections. If the inspections of Lessee reveal a Pre-existing Environmental Condition that is not acceptable to Lessee, Lessee shall notify Authority in writing during the Inspection Period of the Pre-existing Environmental Condition with a copy of the inspection report(s). Authority may give written notice to Lessee within thirty (30) days after the expiration of the Inspection Period of its election to: a) terminate this Agreement; or b) to assume the full responsibility and cost to remedy the identified Pre-existing Environmental Condition in accordance with the applicable Environmental Laws; or c) provide Lessee the option, at Lessee's sole discretion, to oversee and advance the cost of the remediation for full reimbursement by Authority via rent credits or other agreed upon repayment terms between the parties at the sole cost and expense of the Authority. The parties acknowledge and agree that the means and methods of remedying any Pre-existing Environmental Condition, if any, shall be commercially reasonable in nature and shall not unreasonably affect the Lessee's Permitted Use. If Authority fails to provide written notice of its election to either terminate the Agreement or to remedy the Pre-Existing Condition, the Agreement shall be deemed terminated.
- (F) If a notice of termination is timely given by either party pursuant to this Article, or if the Agreement is deemed terminated pursuant to this Article, the parties shall be relieved of all further liabilities and obligations under this Agreement except for Lessee's indemnification obligations under Article 3.03(B) and Lessee's obligation to restore the Premises under Article 3.03(C), which shall each survive the termination of this Agreement.

Article 4 – Premises and Privileges

4.01 Description of Premises. Authority hereby lets to Lessee, and Lessee hereby takes from Authority for Lessee's exclusive use that certain Premises identified of Parcel A, Parcel B and Parcel C, as defined herein and as depicted on Exhibit A-1, attached hereto, subject to all terms, covenants, and conditions set forth herein.

- (A) Election of Initial Parcel A or Parcel B. Beginning on the Effective Date of this Agreement, Authority shall let to Lessee and Lessee shall take from Authority, at Lessee's election, either that certain Premises identified as Parcel A or Parcel B, on Exhibit A-1, attached hereto, each containing approximately 5.4 acres of land (hereinafter "Initial Parcel A or Parcel B"), subject to the requirements of the Minimum Standards for the Rights and Privileges granted herein.
- (B) Remaining Parcel A or Parcel B. Subject to Lessee's completion of the Initial Parcel A or

Parcel B Improvements, as defined in Article 8.02 of this Agreement, Authority shall let to Lessee and Lessee shall take from Authority, that certain remaining Premises identified as Parcel A or Parcel B, on Exhibit A-1, attached hereto, containing approximately 5.4 acres of land (hereinafter "Remaining Parcel A or Parcel B"), subject to the requirements of the Minimum Standards for the Rights and Privileges granted herein.

If for any reason Lessee fails to complete the Initial Parcel A or Parcel B Improvements within eighteen (18) months immediately following the Effective Date of this Agreement as defined in Article 8.02 herein, Lessee shall lose all rights to acquire, lease, or occupy the Remaining Parcel A or Parcel B, Parcel C, or any portion thereof, and Authority reclaims all rights to the Remaining Parcel A or Parcel B, and Parcel C in its entirety, to possess, occupy, or let to any entity as it determines solely for itself to be in the best interest of the Authority.

- (C) Parcel C. Subject to Lessee's completion of both the Parcel A and Parcel B Improvements, as defined in Article 8 of this Agreement, Authority shall let to Lessee and Lessee shall take from Authority that certain Premises identified as Parcel C, on Exhibit A-1, attached hereto, containing approximately 6.0 acres of land, subject to the requirements of the Minimum Standards for the Rights and Privileges granted herein.

If for any reason Lessee fails to complete both the Parcel A and Parcel B Improvements within thirty (30) months immediately following the Effective Date of this Agreement, or if Lessee fails to complete the Parcel C Improvements within twelve (12) months immediately following Lessee's completion of both the Parcel A and Parcel B Improvements as required herein, Lessee shall lose all rights to acquire, lease, or occupy Parcel C, or any portion thereof, and Authority reclaims all rights to Parcel C, in its entirety, to possess, occupy, or let to any entity as it determines solely for itself to be in the best interest of the Authority.

4.02 Use of Premises.

- (A) Rights and Privileges. All rights and privileges granted to Lessee for use of the Premises by this Agreement are non-exclusive and expressly limited to the development, maintenance, and operation of the Premises for the non-exclusive right and privilege to provide Aircraft Lease and/or Rental, Aircraft Flight Training, Aircraft Maintenance & Repair, On-Demand Aircraft Charter, Aviation Fuel Dispensing Facilities, and Aircraft Manufacturer Service Facility services, each as defined in Article 8, Article 9, Article 10, Article 14, Article 15, Article 16, and Article 22, respectively, of the Minimum Standards, as may be amended by Authority from time-to-time throughout the Term of this Agreement ("Rights and Privileges").

- (B) Limited Fueling Rights. In addition, notwithstanding anything to the contrary herein, Lessee shall be granted the non-exclusive right and privilege during the Term of this Agreement, in accordance with the terms, covenants, and conditions herein, to dispense

aviation fuels on the Premises to Lessee equity owner's registered aircraft and Lessee active member's registered aircraft, subject to the Minimum Standards and the Airport's Rules and Regulations, each as may be amended from time-to-time by Authority throughout the term of this Agreement ("Limited Fueling Rights"). Said Limited Fueling Rights shall not extend to any other aircraft or location on the Airport during the Term of this Agreement. Any aviation fuels dispensed by Lessee to any other aircraft or location on the Airport during the Term hereof shall be a direct default of this Agreement.

- (C) Fuel Flowage Reports. Lessee shall provide to Authority each month throughout the Term of this Agreement a written report that includes a complete list of aircraft registration numbers and the total gallons of fuel dispensed by Lessee for each aircraft during the preceding month ("Fuel Flowage Report"), which Fuel Flowage Report shall be used to calculate the amount of Fuel Flowage Fees due to Authority. Each Fuel Flowage report shall identify each aircraft registration number owned or leased by Lessee's equity owners and active members. Lessee agrees and understands that the Authority shall rely on Lessee's Fuel Flowage Reports to confirm Lessee's compliance with the Limited Fueling Rights granted herein.

4.03 Prohibited Uses, Products and Services. Lessee agrees that the Premises shall be utilized solely in accordance with the Rights and Privileges granted above in Article 4.02 as specifically described in the Minimum Standards and for no other purpose whatsoever. Lessee agrees that it shall not provide any other products or services without the prior approval of the Authority.

4.04 Common Use Rights. In addition to the Rights and Privileges granted above, Authority hereby grants to Lessee the following non-exclusive rights and privileges all of which shall be subject to the Minimum Standards, Airport Rules and Regulations, and the terms, covenants, and conditions set forth herein:

- (A) In general, in common with others, use of roadways, sidewalks and other Airport facilities necessary for Lessee's operations (including airfield access), including the sidewalks, roadways, parking lots, taxi lanes, taxiways, runways, equipment and facilities that Airport generally makes available for its aeronautical Lessees and that are not specifically leased to or under the contractual control of others ("Common Use Rights and Privileges").
- (B) The right of ingress to and egress from the Premises shall be subject to such laws, rules, regulations, and orders as now or may hereafter have application at the Airport. Except as expressly set forth in this Article, nothing in this Agreement shall be construed to grant or convey to Lessee the right to use any space or area improved or unimproved which is leased to or under contractual control of a third party, or which Authority has not leased herein. Authority may at any time temporarily or permanently close or consent to or request the closing of any such sidewalks, roadways, parking lots, taxi lanes, taxiways, runways, and facilities, and any area at the Premises presently or hereafter used, so long as a reasonable means of ingress and egress is concurrently made available to Lessee.

Lessee hereby releases and discharges Authority, its successors and assigns, of and from any and all claims, demands or causes of action which Lessee may now or at any time hereafter have against any of the foregoing arising or alleged to arise out of the closing of any sidewalks, roadways, parking lots, taxi lanes, taxiways, runways, equipment and facilities or other areas used, whether within or outside the Premises, provided that Authority simultaneously makes available to Lessee a reasonable means of ingress and egress.

4.05 Service Standards.

- (A) Lessee shall conduct its activities on and from the Premises in a clean, safe, efficient, and first-class professional manner for which Lessee is known and consistent with the degree of care and skill exercised by Special Aviation Service Providers providing products, services, and facilities at comparable airports.
- (B) Lessee shall furnish good, prompt, and efficient sales and service adequate to meet all reasonable demands of Lessee's customers.
- (C) Lessee shall provide its sales and services on a fair, equal, and non-discriminatory basis to all customers and charge fair, reasonable, and non-discriminatory prices for all sales and services.
- (D) Lessee shall maintain sufficient supplies and personnel to meet the reasonable demands of the customers at the Airport twenty-four (24) hours a day, seven (7) days a week, unless otherwise approved in writing by Authority.

4.06 Compliance with Minimum Standards and Airport Rules and Regulations. Lessee agrees to comply with the requirements set forth in the Minimum Standards and Airport Rules and Regulations applicable to Lessee's operations throughout the Term of this Agreement. In the event of a conflict between this Agreement and the Minimum Standards or Airport Rules and Regulations, Lessee agrees that the more stringent requirement shall apply to Lessee's operations.

4.07 Ground Transportation. Lessee shall allow limousine and rental cars concessionaires that are authorized to operate on the Airport free ingress to and egress from the Premises to serve the public. Lessee shall use authorized on-airport concessionaire rental car companies unless given prior written consent by Authority, which consent shall not be unreasonably withheld, to use an off-airport company for such services. Lessee shall submit requests to use off-airport companies for such services in writing to Authority and indicate why one of the on-airport concessionaire rental car companies cannot provide such services to Lessee. Lessee and its sublessees shall only use operators that have or will obtain all required licenses and permits to provide such services at the Airport and use all reasonable commercial efforts to ensure its agents, vendors, sublessees, customers, guests, visitors, and clientele use authorized on-airport concessionaire rental car companies unless given prior written consent by Authority. Notwithstanding anything to the contrary, Lessee does not guarantee that these individuals shall only use authorized on-airport concessionaire rental car companies.

4.08 Condition and Use of Premises. Subject to Lessee's rights to complete Inspections pursuant to Article 3.03 and any obligations of the Authority with respect to Pre-existing Environmental Conditions, Lessee accepts the Premises in its "AS IS CONDITION" and "WITH ALL FAULTS," together with all defects, latent and patent, if any. Lessee further acknowledges that Authority has made no representations or warranties of any nature whatsoever regarding the Premises including, including but not limited to, the physical and/or environmental condition of the Premises or any improvements located thereon; the value of the Premises or improvements; the zoning of the Premises; title to the Premises; the suitability of the Premises or any improvements for Lessee's intended use; or Lessee's legal ability to use the Premises for Lessee's intended use. Subject to Article 8 of this Agreement, Lessee shall be entitled to construct Aviation Fuel Dispensing Facilities on either Parcel A, B, or C.

Notwithstanding anything herein to the contrary, the Authority warrants and represents that the Non-Exclusive Off-Site Stormwater Facilities, as defined below in Article 5.01, are and shall remain in good condition and working order and shall be adequate to satisfy all requirements related to Lessee's permitting, construction, and use of the Premises and Improvements. Authority reserves the right to recover the operating and maintenance costs attributable to Lessee's proportional use of the Non-Exclusive Off-Site Stormwater Facilities in common with other lessees of the Airport that use the Non-Exclusive Off-Site Stormwater Facilities, as provided for in Articles 5.01 (A) and 5.01(B) below, or as otherwise necessary to maintain the Non-Exclusive Off-Site Stormwater Facilities in good condition and working order, adequate to satisfy the requirements attributable to Lessee's proportionate use thereof.

Article 5 – Rents, Fees, Charges and Security

5.01 Land Rent.

(A) Rental Rate.

Initial Parcel A or Parcel B. Based on Lessee's election of Initial Parcel A or Parcel B, defined under Article 4.01(A) herein, beginning on the Commencement Date, Lessee shall pay Authority an initial annual rental rate of seventy cents \$0.70 per square foot per annum ("Rental Rate"), for approximately five and four tenths (5.4) acres of Land identified as Parcel A or Parcel B on Exhibit A-1, attached hereto, plus the equivalent of approximately eighty-one hundredths (0.81) acres of Land for the nonexclusive use of Authority's Non-Exclusive Off-Site Stormwater Facilities, depicted on Exhibit A-2 attached hereto, for a total of approximately six and twenty-one hundredths (6.21) acres of Land, subject to adjustment as set forth in Articles 5.06 and 5.07 herein.

Remaining Parcel A or Parcel B. Commencing on the first of the following to occur: (a) the date of substantial completion of the Remaining Parcel A or Parcel B Improvements, defined in Article 8.02 herein, as evidenced by Lessee's receipt of a certificate of occupancy for said Improvements, defined in Article 8.02 herein; (b) the date Lessee commences use of Remaining Parcel A or Parcel B Improvements or any portion thereof for the conduct of its business, other than construction; c) twelve (12) months immediately following Lessee's lease of Remaining Parcel A or Parcel B from the

immediately following Lessee's lease of Remaining Parcel A or Parcel B from the Authority; or (d) twelve (12) months immediately following Lessee's completion of the Initial Parcel A or Parcel B Improvements, Lessee shall pay Authority the Rental Rate for approximately five and four tenths (5.4) acres of additional Land, identified as Parcel A or Parcel B on Exhibit A-1 attached hereto, plus the equivalent of approximately eighty-one hundredths (0.81) acres of additional Land for use of Authority's Non-Exclusive Off-Site Stormwater Facilities, depicted on Exhibit A-2 attached hereto, for a total of approximately six and twelve and forty-two hundredths (12.42) acres of Land, subject to adjustment as set forth in Articles 5.06 and 5.07 herein.

Parcel C. Commencing on the first of the following to occur: (a) the date of substantial completion of the Parcel C Improvements, defined herein, as evidenced by Lessee's receipt of a certificate of occupancy for said Improvements; (b) the date Lessee commences use of Parcel C Improvements or any part thereof for the conduct of its business, other than construction; c) twelve (12) months immediately following Lessee's lease of Parcel C from the Authority; or (d) twelve (12) months immediately following Lessee's completion of the Remaining Parcel A or Parcel B Improvements, Lessee shall pay Authority the Rental Rate for approximately six (6.0) acres of additional Land, identified as Parcel C on Exhibit A-1 attached hereto, plus the equivalent of approximately nine tenths (0.9) acres of additional Land for use of Authority's Non-Exclusive Off-Site Stormwater Facilities, depicted on Exhibit A-2 attached hereto, for a total of approximately six and twelve and forty-two hundredths (18.42) acres of Land, subject to adjustment as set forth in Articles 5.06 and 5.07 herein.

- (B) Original and Monthly Installments. Land Rent for the first Agreement Year for Initial Parcel A or Parcel B, as herein defined, shall be payable to Authority in advance, prior to the Effective Date of this Agreement, without demand and without any deduction, holdback or set off whatsoever, in the amount of One Hundred Eighty-Nine Thousand, Three Hundred Fifty-Five Dollars and Thirty-Two Cents (\$189,355.32). Thereafter, Land Rent and any Improvement Rent as hereinafter defined shall be payable to Authority in equal monthly installments, in advance, without demand and without any deduction, holdback or set off whatsoever, by the first day of each month, as adjusted in accordance with Article 5.06 and 5.07 together with applicable sales tax. Any payment due hereunder for a fractional month shall be calculated and paid on a per diem basis calculated based on the actual number of days in the month.

Within one hundred-twenty (120) days following the Execution Date, Lessee shall cause a survey and legal description of the Property to be prepared and submitted to Authority, which survey and legal description shall be subject to approval by Authority, and if approved by Authority, shall serve as Exhibit A-1 and the Exhibit to the Memorandum of Agreement, attached as Exhibit C to this Agreement.

Thereafter, immediately upon completion of Lessee's Parcel A Improvements, Parcel B Improvements, and Parcel C Improvements, each individually, Lessee shall cause a survey

shall be subject to approval by Authority, and if approved by Authority, shall serve shall be substituted in lieu of Exhibit A-1 and the Exhibit to Memorandum of Agreement, attached as Exhibit C to this Agreement, without need for an amendment of this Agreement. Rent shall be established based on the total square footage of each of the Improvements as determined by such As-Built surveys. The surveys shall be prepared by a professional surveyor in accordance with the minimum technical standards for surveys within the State of Florida.

- (C) Address for Payment. All rents, fees, and charges due hereunder shall be delivered to the Finance Department, Sarasota Manatee Airport Authority, 6000 Airport Circle, Sarasota, Florida 34243, or at such other address as may be directed in writing by Authority from time to time.

5.02 Improvement Rent.

- (A) Improvement Rent. If this Agreement is renewed as provided for in Article 3.02, Lessee shall commence payment of rent for the use of all buildings and improvements constructed or placed upon the Premises by the Lessee (collectively "Improvements") commencing on the first day of the twenty-first (21st) Agreement Year ("Improvement Rent"). The Improvement Rent shall continue thereafter uninterrupted throughout the remainder of the Term of this Agreement, as may be amended. Accordingly, in the 21st Agreement Year, and only if the Lessee has renewed the Agreement, the Lessee shall pay to Authority both Land Rent and Improvement Rent.
- (B) Surveys. Prior to the commencement of Improvement Rent, Authority shall cause a survey of each of the Improvements to be prepared for the purpose of determining their square footage. Rent shall be established based on the total square footage of each of the Improvements as determined by such survey. Notwithstanding the foregoing, if Lessee does not agree with the results of any such survey, then Lessee may object in writing to such survey within thirty (30) days of delivery of the survey to Lessee. Lessee shall provide Authority with the specific basis for such objection. If Lessee and Authority cannot agree on an adjustment of Authority's survey's results within thirty (30) days after the date of Lessee's written notice to Authority stating its disagreement with Authority's survey, then Lessee may obtain, at its sole cost and expense, a second survey. The results of such second survey shall be reconciled with Authority's survey by Authority's surveyor. The parties agree that all surveys shall be prepared by a professional surveyor in accordance with the minimum technical standards for surveys within the State of Florida.
- (C) Determination of Improvement Rent. Improvement Rent to be paid by Lessee pursuant to this Article shall be determined by a fair market value appraisal. Authority may utilize the appraisal process set forth in Article 5.07 or may, at its sole option, elect to cause a separate appraisal of the Improvements, utilizing the same methodology for appraisals obtained pursuant to Article 5.07 to be performed, which may occur on a different date than the Adjustment Date; provided that the appraiser shall be an independent qualified

M.A.I. appraiser with demonstrated experience in appraising comparable aviation real estate selected by the Authority. Improvement Rent established pursuant to this Article shall be adjusted in accordance with Article 5.07. Any delay in establishing rents pursuant to this Article shall not constitute a waiver of or in any way impair the continuing obligation of Lessee to pay rent for all such Improvements from the date provided in this Article.

5.03 Fuel Flowage Fees. Lessee, on behalf of Authority, shall collect Fuel Flowage Fees, currently set at a rate of Nine Cents (\$0.09) per gallon for each gallon of aviation fuel sold by or dispensed anywhere on the Premises, except that, unless otherwise advised in writing in advance by Authority, Fuel Flowage Fees shall not be collected for Federal or State government owned aircraft. Fuel Flowage Fees shall also be paid by Lessee for aircraft owned or operated by Lessee. Fuel Flowage Fees shall be paid to Authority monthly pursuant to Article 6. Lessee shall provide to Authority each month throughout the Term of this Agreement a written report containing a complete list of aircraft registration numbers and the total gallons of fuel dispensed for each aircraft during the preceding month ("Fuel Flowage Report"), which Fuel Flowage Report shall be used to calculate the amount of Fuel Flowage Fees due to Authority. Each Fuel Flowage report shall further identify each aircraft registration number owned or leased by Lessee's equity owners and active members. Lessee acknowledges and agrees that Authority may adjust Fuel Flowage Fees from time-to-time, which adjustments may include, but shall not be limited to, adjustments to the rates, method of collection or basis for calculation.

5.04 Landing Fees. Authority reserves the right to cause Lessee to collect Landing Fees. The Authority reserves the right, in its discretion and after public hearing, to impose, modify or discontinue Landing Fees as it deems solely for itself to be in the best interest of the Airport, provided such action shall be applicable to all Specialized Aviation Service Providers.

5.05 Rental Car Agent Fees. If Lessee acts as an agent for any rental car company, other than a rental car company operating under a concession agreement with Authority at the Airport, Lessee shall report and pay to Authority on a monthly basis pursuant to Article 6 a percentage of the gross receipts derived from such operations equal to the then current percentage payable by a rental car company operating at the Airport pursuant to a rental car concession agreement (currently set at a rate of ten percent (10%) of gross receipts attributable to the Airport.

5.06 Adjustment of Rent Rate. Commencing on the first day of the fourth (4th) Agreement Year and every three (3) years thereafter including Renewal Terms unless otherwise specifically provided ("Adjustment Date"), the Rental Rate(s) as applicable shall be adjusted to reflect cost of living increases based upon the Consumer Price Index. At the time, the calculation is being made, the monthly index figure for the third calendar month immediately prior to such Agreement Year (the "Adjustment Level") shall be used. The monthly index figure for the same month in the twelve-month period immediately preceding the Base Year shall be referred to as the "Base Level." The new Rental Rate shall be computed by multiplying Base Rental Rate from the Base Year by a fraction, the numerator of which shall be the Adjustment Level, and the denominator of which shall be the Base Level. Stated as a mathematical formula, the adjusted rent shall be computed as follows:

$$\text{Adjusted Rental Rate} = \frac{\text{Adjustment Level} \times \text{Base Rental for the Base Year}}{\text{Base Level}}$$

In no event shall the Rental Rate in effect be decreased because of such adjustment. The annual Rental Rate shall not increase by more than 9% percent over the annual rent payable during the preceding three-year period, except on the Appraisal Adjustment Dates. This 9% cap shall not be applicable when the Rental Rate is being adjusted by appraisal. The Rental Rate following the adjustment shall remain in effect until the next Adjustment Date or Appraisal Adjustment Date. The cost-of-living index referred to herein shall be the Consumer Price Index (CPI) of all Urban Consumers, distributed by the Bureau of Labor Statistics of the U.S. Department of Labor. In the event said index ceases to be prepared and published, then the rental shall be adjusted in accordance with the most comparable index then in existence.

5.07 Adjustment Based Upon Appraisal. Upon the first day of the twenty-first (21st) Agreement year, and at the Commencement of any Renewal Term, (each such date an "Appraisal Adjustment Date"), the Rental Rate for Land Rent and Improvement Rent, set forth in Articles 5.01 and 5.02, as applicable, shall be adjusted and new Rental Rate shall be determined as hereinafter set forth. Prior to each Adjustment Date, Authority shall select a qualified M.A.I. appraiser with demonstrated experience in appraising comparable aviation real estate, selected by the Authority, who shall appraise the Premises to determine its fair market rental rate value using comparable aviation facilities. The Authority shall submit to Lessee a written statement of the then current fair market rental rate values as established by the appraisal. The annual Rental Rates provided for herein shall be adjusted to an amount equal to the values set forth in the final appraisal. The adjusted annual Rental Rate shall be payable commencing on the Adjustment Date. The parties acknowledge that under this Agreement the Improvement Rent does not commence until the Renewal Term, and therefore only the Land Rent shall be adjusted by appraisal during the Initial Term of this Agreement.

This Agreement shall automatically be considered amended, without formal amendment hereto, upon written notification by Authority of the Rental Rates established pursuant to this Article. Any delay or failure of Authority in computing the adjustment in Rental Rate, as hereinabove provided, shall not constitute a waiver of or in any way impair the continuing obligation of Lessee to pay such adjusted annual Rental Rate from the applicable adjustment date. Notwithstanding any provision of this Agreement to the contrary, annual Rental Rates shall not be adjusted to an amount less than the annual Rental Rates payable during the period immediately preceding the Rental Rate adjustment date. The CPI adjustment as set forth in 5.07 above shall occur on the third anniversary of the Appraisal Adjustment Date, and every three years thereafter until the next Adjustment Date. After an Appraisal Adjustment Date, the CPI adjustment shall occur every three years after such Appraisal Adjustment Date.

5.08 Late Payments. Lessee shall pay to Authority interest at the maximum rate permitted by law, but not more than one and one-half percent (1½ %) per month or eighteen percent (18%) per annum, on any late payments commencing ten (10) days after the amounts are due. To the extent permitted by law, Lessee agrees that acceptance of late payments by Authority shall not constitute a waiver of Lessee's default by Authority with respect to such overdue amount, nor prevent Authority from terminating this Agreement for default beyond applicable cure periods in the payment of rentals, fees, or charges due to Authority pursuant to this Agreement or from enforcing any other provisions, rights, or remedies granted herein, or conferred by law. In the event Lessee delivers a worthless check or draft to

Authority in payment of any obligation arising under this Agreement, Lessee shall incur a service charge of One Hundred Dollars (\$100.00) or five percent of the face amount of such check, whichever is greater; or if Florida Statute Article 832.07 is amended, such other fee as shall be set by said statute. Lessee shall pay all rents, fees, charges, and billings required by this Agreement to the following address:

Sarasota Manatee Airport Authority
6000 Airport Circle
Sarasota, FL 34243

5.09 Security Deposit. Prior to the Commencement Date of this Agreement, Lessee shall post a non-interest-bearing security deposit with Authority equivalent to twelve (12) months of Land Rent ("Security Deposit"). The Security Deposit shall serve as security for the payment of all sums due to Authority and shall also secure the performance of all obligations of Lessee to Authority. The Security Deposit shall be either in the form of a clean, Irrevocable Letter of Credit ("Letter of Credit") or a Surety Bond ("Bond") in form and substance reasonably satisfactory to Authority. In the event of any failure by Lessee to pay any rents, fees, or charges when due or upon any other failure to perform any of its obligations or other default under this Agreement beyond applicable cure periods, then in addition to any other rights and remedies available to Authority at law or in equity, Authority shall be entitled to draw on the Security Deposit and apply same to all amounts owed. Upon notice of any such draw, Lessee shall immediately replace the Security Deposit with a new Letter of Credit or Bond in the full amount of the Security Deposit required hereunder. Lessee shall increase the amount of the Security Deposit to reflect any increases in the sums payable hereunder within thirty (30) days after notification by Authority of any such increase. The Security Deposit shall be kept in full force and effect throughout the Term of this Agreement and any extension thereof and for a period of six (6) months after the termination of this Agreement. Not less than forty-five (45) calendar days prior to any expiration date of a Letter of Credit or Bond, Lessee shall submit evidence in form satisfactory to Authority that such security instrument has been renewed. Failure to renew a Letter of Credit or Bond or to increase the amount of the Security Deposit as required by this Article shall constitute a default of this Agreement entitling Authority to all available remedies. The Security Deposit shall not be returned to Lessee or leased by Authority until all obligations under this Agreement are performed and satisfied. Prior to consent from Authority to any assignment of this Agreement by Lessee, Lessee's assignee shall be required to provide a Security Deposit to Authority in accordance with the terms and conditions of this Article.

5.10 Absolute Net Agreement. This Agreement shall be deemed to be "triple net" without cost or expense to Authority including, but not limited to, cost and expenses relating to taxes, insurance, maintenance of facilities and infrastructure, and operation of the Premises.

5.11 Sales and Use Tax. Lessee hereby covenants and agrees to pay monthly to Authority any sales, use or other tax imposed pursuant to Florida Statutes, or any imposition in lieu thereof (excluding State and/or Federal Income Tax, franchise taxes and similar taxes) now or hereinafter imposed upon the rents or other payments due under the Agreement, notwithstanding the fact that the statute, ordinance or enactment imposing the same may endeavor to impose the tax upon Authority as Authority, to the extent as applicable.

5.12 Additional Remedies. Authority shall have the same rights to enforce due and timely payment by Lessee of all sums of money or charges required to be paid by Lessee under this Agreement as are available to Authority with regards to annual rent.

5.13 Licenses, Fees, and Taxes. Lessee shall pay, on or before their respective due dates, all federal, state and local taxes and fees, and all special assessments of any kind, which are now or may hereafter be levied upon the Premises and the Improvements thereon or the estate hereby granted, or upon Lessee, or upon the business conducted on the Premises, or upon any of Lessee's property used in connection therewith, or upon any rentals or other sums payable hereunder, including, but not limited to any ad valorem taxes (based upon Lessee's pro rata share according to the area of the Premises if the Premises do not have their own separate tax bill), and sales or excise taxes on rentals, and personal property taxes against tangible and intangible personal property of Lessee; provided, however, that Lessee shall have the right to contest or protest any of the foregoing in accordance with applicable legal requirements. Authority agrees to reasonably cooperate with Lessee in such contest or protest. Authority also agrees to deliver to Lessee, promptly after receiving the same, but in any event at least thirty (30) days prior to the date such bills are due, any tax bills that Authority receives with respect to the Premises. Lessee shall maintain current all federal, state, and local licenses and permits required for the operation of the business conducted by Lessee. It is further provided Lessee shall pay in full any tax or assessment which arose by reason of Lessee's use or occupancy of the Premises at any time after the Effective Date. Taxes for any partial calendar year during the Term shall be prorated.

5.14 Accord and Satisfaction. In the event Lessee pays any amount that is less than the amount stipulated to be paid under this Agreement, such payment shall be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. Authority may accept any check or payment without prejudice to Authority's right to recover the balance due or to pursue any other remedy available to Authority pursuant to this Agreement or under the law.

Article 6 – Collection of Fees

6.01 Log and Collection of Fees. Lessee agrees to log the arrival and departure of aircraft using the Premises; to direct such aircraft to parking or service areas; to collect, on behalf of Authority, all fees, and charges applicable to the operation and storage of the aircraft at the Airport, including, but not limited to, Landing Fees, Fuel Flowage Fees and any other rents, fees or charges established by Authority. A schedule of the rents, fees and charges shall be provided to Lessee by Authority, whenever new fees or charges are established or existing fees and charges are revised, to record, in accordance with general industry practice, the receipt of such fees and charges and to remit the amount that was collected, or should have been collected, less any percent retainage as may be authorized and approved by Authority. The rents, fees and charges set forth in this Article shall not be collected from United States government military aircraft unless Lessee is otherwise advised in writing by Authority.

6.02 Accounting. Lessee agrees to provide an accurate accounting to Authority of the fees and charges collected under this Article, in a form and detail reasonably satisfactory to Authority, on or before the twentieth (20th) day of the month following the month in which the fees and charges were collected or accrued, which accounting shall be certified by an authorized officer of Lessee. Lessee shall pay to

Authority the total amount due to Authority with the accounting, without demand, deduction, or setoff.

Article 7 – Accounting Records and Reporting

7.01 **Accounting Records.** Lessee shall keep, throughout the Term and any extension thereof, all books of accounts and records customarily maintained by a Fixed Base Operator, in accordance with Generally Accepted Accounting Principles (GAAP). Such books of accounts and records shall be retained and be available for five (5) years, including five (5) years following the expiration or termination of this Agreement. With seven (7) business days advance written notice, Authority shall have the right to audit and examine during normal working hours all such books of accounts and records relating to Lessee's collection and payment of all rents, fees, and charges payable to the Authority hereunder no more than three (3) times per year. If the books of accounts and records are kept at locations other than the Airport, Lessee shall arrange for them to be brought to a location convenient to the auditors for Authority to conduct the audits and inspections as set forth in this Article.

7.02 **Audit by Authority.** Notwithstanding any provision in this Agreement to the contrary, Authority or its representative(s) may at any time at its sole cost and expense perform audits of all or selected operations performed by Lessee under the terms of this Agreement. To facilitate the audit performed by Authority, Lessee agrees to make suitable arrangements with the Certified Public Accountant or employee who maintains Lessee's records to make available to Authority's representative(s) all working papers relevant to preparation of the audit. Authority or its representative(s) shall make available to Lessee a copy of the audit prepared by or on behalf of Authority. Lessee shall have sixty (60) days from receipt of the audit report from Authority or its representative(s) to provide a written response to Authority regarding the audit report. Lessee agrees that failure of Lessee to submit a written response to the audit report in accordance with the requirements of this Article shall constitute acceptance of the audit report as issued.

If the results of the audit determine that the amount paid by Lessee to Authority exceeded the amount required by this Agreement, Authority shall pay Lessee the full amount of any over payment within thirty (30) days of the Authority's receipt of notice of such over payment. If the results of the audit determine that the amount paid by Lessee to Authority was two percent (2%) or less than the amount required by this Agreement, Lessee shall pay Authority the full amount of under payment within thirty (30) days of the Lessee's receipt of notice of such under payment. However, if the results of the audit determine that the amount paid by Lessee to Authority was more than two percent (2%) less than the amount required by this Agreement, Lessee shall pay Authority the full amount of under payment plus interest on the full amount of under payment at the maximum rate permitted by law, but not more than one and one-half percent (1½ %) per month or eighteen percent (18%) per annum, within thirty (30) days of the Lessee's receipt of notice of such under payment.

Article 8 – Construction of Improvements

8.01 **General Requirements for Construction.** Lessee shall make no alterations or improvements to the Premises without the prior written consent of the Authority's President/CEO or designated representative. Lessee shall comply with the Lessee construction permit process established by the

Authority. If Lessee requests permission to make improvements or alterations and permission is granted, the following conditions shall apply:

- (A) Lessee shall obtain all required permits and licenses and comply with applicable zoning laws, building codes and other laws or regulations of any appropriate governing body, whether it be state, county, city, or Authority.
- (B) Prior to any construction within the Premises, all contractors, and subcontractors to perform work must be approved by Authority, and such contractors and subcontractors will be required to execute an indemnification agreement in favor of Authority, and to provide evidence of insurance satisfactory to Authority (in at least the same amounts and form required for Lessee).
- (C) Lessee shall advance an estimate of costs necessary along with a construction schedule to complete Lessee's work and shall provide future cost estimates on any other alterations or improvements to the Premises upon written consent of Authority to authorize said alterations or improvements.
- (D) Lessee shall post with Authority a performance and payment bond in an amount equal to the estimated cost of alterations or improvements to be delivered to Authority under the provisions above. Said amount is established to account for potential cost overruns, contingencies, and cost estimate errors.
- (E) Lessee covenants and agrees to accept and pay all financial obligations associated with costs necessary to complete Authority-approved alterations or improvements. During construction, Lessee shall coordinate and incur the costs for the necessary and applicable inspections per local and industry requirements.
- (F) Lessee agrees throughout the term of this Agreement to maintain at its expense the Premises and any improvements, equipment, or display within the Premises in a good state of repair and preservation. It is provided that, Lessee shall be responsible for the cost of repair for any damage to the Premises or any adjacent grounds or improvements, caused by Lessee, its agents, or employees. Authority shall have the right to inspect the Premises at any reasonable time, provided that the exercise of such right shall not unreasonably interfere with Lessee's business.
- (G) All improvements constructed or placed on the Premises, including, but not limited to, all infrastructure, structures, pavements, drainage, and landscaping, shall be of attractive construction and first-class design; comply with all applicable governmental laws, regulations, rules, and orders, follow standard construction methods, and be constructed in accordance with applicable requirements of this Article. To the extent that any of the improvements required below are not fully defined, the requirements of the Minimum Standards shall be the applicable standards required.

8.02 Lessee Construction Requirements. Lessee agrees and understands that it is required to construct, at its sole cost and expense, including all direct and indirect costs, all infrastructure, improvements, facilities, equipment, fencing, lighting, and all other safety, security, and facilities, measures required in the Minimum Standards and Airport Rules and Regulations for the Rights and Privileges granted to Lessee by this Agreement, which Improvements shall include at a minimum the following (collectively the "Improvements"):

- (A) Parcel A Improvements. Thirty thousand (30,000) square feet of aircraft hangar space, thirty thousand (30,000) square feet of aircraft apron, and three thousand (3,000) square feet of conditioned office space.
- (B) Parcel B Improvements. Thirty thousand (30,000) square feet of aircraft hangar space, thirty thousand (30,000) square feet of aircraft apron, and three thousand (3,000) square feet of conditioned office space.
- (C) Parcel C Improvements. Thirty thousand (30,000) square feet of aircraft hangar space, thirty thousand (30,000) square feet of aircraft apron, and three thousand (3,000) square feet of conditioned office space.

Lessee acknowledges and understands that it is not allowed to exercise any Rights and Privileges granted to Lessee by this Agreement, use, or perform any sales or service unless Lessee first complies with all requirements set forth in the Minimum Standards and Airport Rules and Regulations required for the uses set forth individually in Article 4.02 that Lessee wishes to perform.

8.03 Schedule for Construction of Improvements. Construction of the Improvements shall be completed, subject to automatic extensions for a Force Majeure Event, set forth under 29.01 below, or as otherwise approved in writing by Authority, which approval shall not be unreasonably withheld, conditioned, or delayed for reasons beyond the reasonable control of Lessee, not later than the following:

- (A) Initial Parcel A or Parcel B Improvements. Lessee shall complete Lessee's Initial Parcel A or Parcel B Improvements within eighteen (18) months immediately following the Effective Date of this Agreement.
- (B) Remaining Parcel A or Parcel B Improvements. Lessee shall complete the Remaining Parcel A or Parcel B Improvements within twelve (12) months immediately following Lessee completion of Lessee's Initial Parcel A or Parcel B Improvements, as provided in Article 4.01 herein.
- (C) Parcel C Improvements. Lessee shall complete the Parcel C Improvements within twelve (12) months immediately following Lessee's completion of the Parcel A and Parcel B Improvements, as provided in Article 4.01 herein.

All aircraft apron to be constructed on the Premises, including the aircraft apron areas to be constructed as a part of the Improvements, shall be designed in accordance with FAA Advisory Circular 150/5320-6 Airport Pavement Design and Evaluation, as now or hereafter amended.

8.04 Minimum Capital Expenditure. Lessee shall expend not less than the following amounts on the design, permitting, and construction of Improvements:

- (A) Parcel A Improvements. Ten Million Dollars (\$10,000,000), or within five percent (5%) thereof.
- (B) Parcel B Improvements. Ten Million Dollars (\$10,000,000), or within five percent (5%) thereof.
- (C) Parcel C Improvements. Ten Million Dollars (\$10,000,000), or within five percent (5%) thereof.

Capital expenditure costs that may be counted towards satisfaction of the Minimum Capital Expenditures ("Approved Costs") shall include all costs paid for work performed, services rendered, and materials furnished for the construction of the Required Improvements, subject to the following conditions and limitations:

- (D) The cost of design, construction and acquisition of the Required Improvements, including, but not limited to, building, site work, underground utilities, ramp, and taxi lane construction costs; the costs for the design and construction of apron edge roadways; payments to contractors and sub-contractors; construction and Lessee bonds; construction insurance; building, impact and concurrency fees; permit and inspection fees; utility connection fees; surveying and layout costs; environmental inspection, analysis and remediation costs; geotechnical and materials testing; site lighting, temporary and permanent fencing, and initial landscape and irrigation installation and material costs shall be considered Approved Costs, provided such costs shall first be approved in writing by the Authority to confirm the reasonableness of all such costs based on standard industry practices determined solely by the Authority.
- (E) Payments made by Lessee to independent contractors for engineering, inspections, construction management services and architectural design work shall be considered Approved Costs; provided, however, such costs shall be limited to fifteen percent (15%) of the Minimum Capital Expenditure.
- (F) Only true third-party costs, payments made by Lessee, and costs typically capitalized under GAAP provisions, shall be considered Approved Costs.
- (G) Costs for consultants (other than engineering, environmental, design consultants, and construction management, as provided above), legal fees and accountant fees shall not be considered Approved Costs.

- (H) Finance and interest expenses shall not be considered Approved Costs.
- (I) Administration, supervisor and overhead or internal costs of Lessee shall not be considered Approved Costs.
- (J) Costs incurred by any of Lessee's affiliates or sublessees for Improvements on the Premises shall be considered Approved Costs.
- (K) Costs associated with acquisition or installation of personality, such as furnishings, trade fixtures and equipment, that is not permanently affixed to the Premises, or any other personality whatsoever, shall not be considered Approved Costs.
- (L) Costs of interior decorations, special finishes, wall tile or other special wall finishes and coverings; construction photographs; special external and internal lighting; and signage, other than those required by local codes and ordinances, shall not be considered Approved Costs.
- (M) Costs associated with repairs, alterations, modifications, renovations, or maintenance of any further improvements on the Premises (including, but not limited to, improvements existing as of the Effective Date and improvements subsequently constructed on the Premises) shall not be considered Approved Costs nor Required Improvements.
- (N) Any costs associated with any improvements other than the Required Improvements shall not be considered Approved Costs unless Lessee has obtained written approval from Authority prior to incurring such costs.

8.05 Construction Approvals.

Except as otherwise provided for herein, prior to constructing any improvements or alterations to the Premises (including, but not limited to, the Required Improvements), Lessee, without cost to Authority, shall prepare detailed preliminary design and construction plans and specifications for the improvements (hereinafter collectively referred to as the "Plans") in accordance with standards established by the Authority and deliver the preliminary Plans to the Authority for review, comment and adjustment. The Authority shall review the preliminary Plans and provide a written response to Lessee within thirty (30) days after receipt of the preliminary Plans and in the event the Authority fails to provide a written response within thirty (30) days, then any days over the allotted thirty (30) days until the Authority issues its written response will be automatically added to any applicable deadline for Lessee's completion of construction; provided, in the event the preliminary Plans are subject to review by another governmental authority with jurisdiction over the Airport, including, but not limited to the FAA, the timeframe for review may be extended by the amount of time necessary for such authority to complete its review. In the event the Authority does not approve the preliminary Plans, Lessee will be notified of the reasons for the disapproval and the necessary modifications and/or alterations to the Plans. Lessee may then resubmit modified Plans to the Authority.

Within one hundred eighty (180) days of Lessee's receipt of a certificate of occupancy or certificate of completion, as appropriate, for improvements constructed pursuant to this Article, Lessee, at its sole cost and expense, shall have prepared and delivered to the Authority one (1) complete set of as-built drawings in a PDF or other electronic format approved by the Authority, and one (1) complete set of Auto CADD files in the latest version acceptable by the Authority;

Unless waived by the CEO or his representative, within one hundred eighty (180) days of completion of the Required Improvements, Lessee shall provide to Authority a written agreed upon examination report detailing the costs of constructing the Required Improvements, which shall include a schedule detailing the total cost of constructing the Required Improvements by category and amount; and a schedule detailing the total Approved Costs of the Required Improvements by category and amount. The report shall be in a form and substance reasonably satisfactory to Authority and, unless waived by the Airport CEO, shall be prepared, and certified by an independent Certified Public Accountant, not a regular employee of Lessee, and shall include an opinion regarding the information contained in the schedules. The report shall not contain a qualified opinion, an adverse opinion, or a disclaimer of opinion, as defined by the American Institute of Certified Public Accountants or any successor agency thereto, regarding the information contained in the required schedules.

8.06 No Liens. Authority's interest in the Premises shall not be subject to any construction, mechanics, materialman's, tax, laborers', or any other lien, whether Authority has given its written approval for the improvements or otherwise, and Lessee shall hold Authority and its interest in the Premises harmless from any such lien or purported lien. Lessee agrees that nothing contained in this Agreement shall be construed as consent by Authority to subject the estate of Authority to liability under the Construction Lien Law of the State of Florida and understands that Authority's estate shall not be subject to such liability. Lessee shall notify all parties or entities performing work or providing materials relating to any improvements made by Lessee of this provision of this Agreement. If so, requested by Authority, Lessee shall file a notice satisfactory to Authority in the Official Public Records of Authority, stating that Authority interest shall not be subject to liens for improvements made by Lessee. If a construction lien is filed against the Premises or other Authority property in connection with any work performed by or on behalf of Lessee, Lessee shall satisfy such claim, or transfer same to security, within ten (10) days from the date of filing. If Lessee fails to transfer or satisfy such claim within the ten (10) day period, Authority may do so and thereafter Lessee shall reimburse Authority without delay all costs incurred by Authority in connection with the satisfaction or transfer of such claim, including attorneys' fees, and Lessee shall promptly pay to Authority all such costs upon demand, as additional rent.

Article 9 – Obligations of Lessee and Authority

9.01 Rules and Regulations. Lessee covenants and agrees to observe and obey, and to require Lessee Parties to observe and obey all rules and regulations of the Authority, including any amendments and supplements thereto, regulating the conduct and operations of Lessee and others on the Premises as may be promulgated from time to time by the Authority. The obligation of Lessee to require such observance and compliance on the part of its agents, vendors, sublessees, guests, invitees, and visitors shall always apply while such individuals occupy or are on any portion of the Premises.

9.02 Conduct of Operations. Lessee shall conduct its operations hereunder in an orderly and commercially reasonable manner, considering the nature of such operations so as not to unreasonably interfere with the operations of other Lessees at the Airport.

9.03 Noise and Vibrations. Lessee shall comply with the reasonable noise mitigation measures established by the Authority to mitigate noise impacts of Lessee's operations outside the boundaries of the Airport, such as utilizing designated areas for engine run-up activities.

9.04 Conduct of Lessee Parties. Lessee shall control the conduct, demeanor and appearance of Lessee Parties doing business at the Premises and, upon objection from Authority concerning the conduct of any such persons, shall immediately take all reasonable steps necessary to remove the cause of objection.

9.05 Disposal of Garbage. Lessee shall remove from the Premises or otherwise promptly dispose of in a manner approved by Authority all garbage, debris, and other waste materials (whether solid or liquid) arising out of the use or occupancy of the Premises or out of any operations conducted thereon. Garbage, debris, and other non-hazardous waste materials may be temporarily stored on the Premises in suitable garbage and waste receptacles made of metal and equipped with tight fitting covers and designed to contain whatever material safely and properly may be placed therein.

9.06 Nuisance. Lessee shall not commit any physical nuisance on the Premises and shall not do or permit any of its sublessees to do anything which would result in the creation, commission, or maintenance of such nuisance on the Premises. Lessee shall not create nor permit to be caused or created upon the Airport of the Premises any obnoxious odor, smoke or noxious gases or vapors. The creation of exhaust fumes by the operation of internal combustion engines or engines of other types, so long as such engines are maintained and are being operated in a proper manner, shall not be a violation of this Agreement.

9.07 Vehicular Parking. Lessee shall not allow Lessee Parties to park vehicles within the grassed areas of the Premises or in other areas of the Airport that are not leased or licensed to Lessee without the prior consent of the Authority, which consent may be granted or withheld in the Authority's sole and absolute discretion.

9.08 Accessibility of Utility Systems. Lessee shall not unreasonably interfere with the effectiveness or accessibility of the utilities systems installed or located on or about the Premises that are also used by other occupants, customers, or users of the Airport. This provision shall in no event require Lessee to modify or relocate any utilities systems that are approved by the Authority as part of the Required Improvements.

9.09 Overloading Paved Areas. Lessee shall not overload any aircraft apron or taxi lane, vehicle roadway or parking surface, hangar or office floor or other paved area on the Premises and shall repair any floor, including supporting members, and any paved area damaged by overloading.

9.10 Hazardous Operations. Lessee shall not do or permit to be done any act or thing upon

the Premises that:

- (A) will invalidate any insurance policies covering the Premises or the Airport; or
- (B) constitutes a hazardous condition considering the risks normally attendant upon the operations permitted by this Agreement.

9.11 Storage of Flammable Liquids. All flammable liquids that are kept or stored at the Premises must always be handled, stored, and used in accordance with all applicable federal, state, and local laws.

9.12 Testing of Fire Systems. From time to time and as often as reasonably required by Authority or any governmental authority having jurisdiction, Lessee shall conduct pressure, water flow, and other appropriate tests of the fire extinguishing system and apparatus which are located on the Premises.

9.13 Vending Machines. Except as specifically authorized by this Agreement, Lessee shall not place any coin or token operated vending machine or similar device (including, but not limited to, beverage or food machines, or other commodities) upon the exterior of any buildings or improvements upon the Premises, without the prior written consent of Authority, which consent shall not be unreasonably withheld by Authority.

9.14 Derelict Aircraft. Lessee shall not permit the temporary or permanent storage (without an open work order being actively pursued) at the Premises of any Derelict Aircraft. Derelict Aircraft shall be removed from the Airport within a period of thirty (30) days after written notice from Authority. Notwithstanding the foregoing, Authority may make written request to Lessee to demonstrate that an open work order is being actively pursued. If Lessee fails to provide Authority with satisfactory evidence that an open work order is being actively pursued within three (3) business days of the date requested, then such Derelict Aircraft shall be removed from the Premises within thirty (30) days from the date Authority makes its written request for proof that an open work order is being actively pursued.

9.15 Derelict Vehicles. Lessee shall not permit the temporary or permanent storage at the Premises of any Derelict Vehicles. Lessee shall cause Derelict Vehicles to be removed from the Premises within twenty-four (24) hours after written notice from Authority.

9.16 Evacuation and Hurricane Plans. Within thirty (30) days of request from Authority, Lessee shall provide Authority with emergency evacuation and hurricane plans consistent with Authority's plans for the Airport. These plans shall be detailed procedures of actions to be taken by Lessee and its sublessees if an evacuation need or hurricane alert warning is present. Hurricane plans are to be annually updated, if requested by Authority.

Article 10 – Maintenance and Repair

10.01 Cleanliness of Premises/Maintenance. Lessee shall, throughout the Term and any

extension thereof, be responsible for all repairs and maintenance of the Premises (which shall include, but shall not be limited to, all aircraft apron areas, buildings, and improvements thereon), whether such repair or maintenance be ordinary or extraordinary, structural, or otherwise. Authority shall not be liable for, or required to make, any repairs or perform any maintenance upon the Premises, unless directly related to damages caused by the Authority's negligence in which event Authority shall be responsible to repair such damage. Maintenance and repairs shall be in quality and class comparable to the original work, to preserve the Premises and all apparatuses thereon in good order, repair, and first-class condition. Lessee shall be required to keep all aircraft apron areas, buildings, and other improvements in good and fit condition throughout the Term and any extension hereof, and without limiting the generality thereof, Lessee shall:

- (A) Keep painted without signs of chipping or cracking all the exterior and interior of the Premises, repair and maintain all doors, windows, pavements, equipment, lighting fixtures, furnishings, fixtures, roof, exterior walls, and structural support systems.
- (B) Keep the Premises at all times in a clean and orderly condition and appearance and all the fixtures, equipment and personal property which are in any part of the Premises that is open to or visible by the public.
- (C) Provide and maintain all obstruction lights and similar devices, fire protection and safety equipment and all other equipment of every kind and nature required by any law, rule, order, ordinance, resolution, or regulation of any applicable governmental authority.
- (D) Repair any damage to the aircraft apron areas, paving or other surface of the Premises caused by any oil, gasoline, grease, lubricants or other liquids or substances having a corrosive or detrimental effect thereon.
- (E) Take anti-erosion measures, including, but not limited to, the planting and replanting of grasses with respect to all portions of the Premises not paved or built upon.
- (F) Be responsible for the maintenance and repair of all utilities that are now or subsequently located within the Premises and are exclusively used by Lessee or any of its sublessees, including, but not limited to, service lines for the supply of water, gas service lines, electrical power, telephone and telecommunications conduits and lines, sanitary sewers, and storm sewers.
- (G) Make no use of any portion of the Premises in a manner that causes or results in excessive dust, debris, or waste of any kind to be blown about or raised to be ingested by aircraft.
- (H) Be responsible for the maintenance, repair, cleaning, and landscaping of the entrance and exit roadways, sidewalks and signage serving the Premises, which Lessee acknowledges may be located outside of the Premises.

10.02 Inspections. Except for the need to address any emergency or other similar exigency,

Authority, with forty-eight (48) hours prior notice to Lessee, shall have the right to enter the Premises at reasonable times to inspect same for the purpose of determining whether Lessee is following the requirements of this Agreement. In the event Lessee is not in compliance with this Agreement, as reasonably determined by Authority, Authority shall provide Lessee with written notice of such noncompliance. Lessee shall commence corrective action to remedy such noncompliance to the satisfaction of Authority promptly after receipt of the notice of noncompliance. If corrective action is not initiated within ten (10) days and pursued in a diligent manner to completion, Authority may, but shall not be obligated, to cause the same to be accomplished. Lessee agrees that Lessee shall assume and be liable to Authority for payment of all reasonable costs incurred by Authority, plus a fifteen percent (15%) administrative overhead fee, which costs, and administrative overhead fee shall constitute additional rent hereunder and shall be due and payable within thirty (30) days of the date of Authority's written notice.

Article 11 – Utilities

11.01 Utility Costs. Lessee shall pay for all electric, water, garbage, communications, and other utilities charges for the Premises. The metering devices installed by Lessee for such utilities shall be installed at the cost of Lessee and shall become the property of Authority upon installation unless owned by a third party. Extension of utility mains or services to meet the needs of Lessee on the Premises shall be at the expense of Lessee and shall become the property of Authority upon installation unless otherwise agreed upon by the parties to this Agreement.

11.02 Water, Industrial and Sanitary Sewage Systems. Lessee acknowledges that certain properties and uses of properties within the Airport or on Authority owned land are subject to Federal storm water regulations as set forth in 40 CFR Part 122. Lessee agrees to observe and abide by said regulations as applicable to its property and use. Lessee must take all steps necessary to apply for and obtain a storm water discharge permit as may be required by applicable regulations for Lessee's operations at the Airport before utilizing the Non-Exclusive Off-Site Stormwater Facilities.

Notwithstanding any other provisions or terms of this Agreement, including Lessee's right to quiet enjoyment, Authority and Lessee both acknowledge that close cooperation is necessary between the parties and with all users of the Non-Exclusive Off-Site Stormwater Facilities to ensure compliance with any storm water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. Lessee acknowledges that it may be necessary along with other similarly situated Lessees using the Non-Exclusive Off-Site Stormwater Facilities to undertake to minimize the exposure of storm water to "significant materials" generated, stored, handled, or otherwise used by Lessee, as defined in the federal storm water regulations, by implementing and maintaining "Best Management Practices."

Authority will provide Lessee with written notice of those storm water discharge permit requirements, that are in Authority's storm water permit, that Lessee will be obligated to perform from time to time, including, but not limited to: certification of non-storm water discharges as related to Lessee's use on the Premises; collection of storm water samples for analysis of such samples for contamination collected within the Premises; preparation of storm water pollution prevention or similar plans within the Premises; implementation of Best Management Practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. Lessee within seven (7) days of receipt of such written notice, shall notify

Authority in writing if it disputes any of the storm water discharge permit requirements it is being directed to undertake. If Lessee does not provide such timely notice, it is deemed to assent to undertake such requirements. If Lessee provides Authority with timely written notice that it disputes such storm water discharge permit requirements, Authority and Lessee agree to negotiate a prompt resolution of their differences. Lessee warrants that it will not object to written notice from Authority for purposes of delay or avoiding compliance.

Lessee agrees to undertake those storm water discharge permit requirements for which it has received written notice from any governmental entity charged with enforcement of storm water regulations. Lessee acknowledges that time is of the essence and will make every effort to meet all deadlines that may be imposed on it. Authority agrees to provide Lessee, at its request, with any nonprivileged information collected and submitted to any governmental entity pursuant to applicable storm water regulations.

Authority will give Lessee written notice of any breach by Lessee of Authority's storm water discharge permit or the provisions of this Article. If such a breach is material, and, if of a continuing nature, Authority may terminate this Agreement. Lessee agrees to cure promptly any breach caused by Lessee or as a direct result of Lessee's operation.

Lessee agrees to participate in any Authority-organized task force or other work group established to coordinate storm water activities at the Airport. In addition, Lessee agrees to participate in Authority's Environmental Compliance Program and is subject to and agrees to periodic inspections conducted by Airport staff to monitor the management, handling, storage, and disposal practices associated with any petroleum substances, hazardous substances, or waste materials by Lessee. All such remedies of Authority regarding environmental requirements as set forth herein shall be deemed cumulative in nature and shall survive termination of this Agreement.

Lessee shall be strictly liable for, and hereby expressly assumes all responsibility for all citations, fines, environmental controls and monitoring, clean-up and disposal, restoration and corrective measures directly resulting from or connected with the improper use, handling, storage or disposal of all pollutants or contaminated materials, as same are defined by law, by Lessee or by Lessee's sublessees, employees, invitees, suppliers of service or providers of materials, regardless of whether or not a default notice has been issued and notwithstanding any other obligations imposed upon Lessee pursuant to the terms of this Agreement.

Article 12 – Airport Security

Lessee agrees to observe and abide by all federal, state, and local laws, rules and safety and security requirements applicable to Lessee's operations, as now or hereafter promulgated.

Article 13 – Insurance Requirements

Lessee shall, at its sole expense, maintain in full force and effect, always during the Term and any extension thereof, the insurance limits, coverages and endorsements required herein as related to its use

of the Premises and Lessee's use of all other areas on the Airport permitted hereunder as may be approved in writing by the Authority. Neither the requirements contained in this Article nor Authority's review or acceptance of insurance shall in any manner limit or qualify the liabilities and obligations assumed by Lessee under this Agreement. If the Minimum Standards or Airport Rules and Regulations impose more strenuous requirements, the Lessee shall comply with Minimum Standards and Airport Rules and Regulations. Lessee shall insure and/or obtain insurance coverage for its use of and impact to the Non-Exclusive Off-Site Stormwater Facilities.

13.01 Commercial General Liability/Airport Liability. Lessee shall maintain Commercial General Liability/Airport Liability Insurance with limits of liability not less than Ten Million Dollars (\$10,000,000) each occurrence, including coverage for, but not limited to, Premises/Operations, Products/Completed Operations, Contractual Liability, Personal/Advertising Injury and Cross Liability. This coverage shall be provided on a primary basis.

13.02 Hangar Keeper's Legal Liability. Lessee shall maintain Hangar keeper's Legal Liability Insurance providing coverage for property damage to aircraft that are the property of others while in the care, custody, or control of Lessee (when such aircraft are not in flight), in an amount not less than Ten Million Dollars (\$10,000,000) any one aircraft and Twenty Million Dollars (\$20,000,000) any one occurrence.

13.03 Commercial Auto Liability. Lessee shall maintain Commercial Automobile Liability Insurance with limits of liability not less than Five Million Dollars (\$5,000,000) each occurrence for owned, non-owned and hired automobiles. If Lessee transports fuel the policy must include CA 99 48 Pollution Liability - Broadened Coverage for Covered Autos - Commercial Auto, Motor Carrier, and Truckers Coverage Forms Endorsement or equivalent. In the event Lessee has no owned automobiles, Lessee shall maintain only Hired & Non-Owned Auto Liability Insurance. This coverage may be satisfied by way of endorsement to the Commercial General Liability policy, or a separate Commercial Auto Liability policy. This coverage shall be provided on a primary basis.

13.04 Workers' Compensation and Employers Liability. Lessee shall maintain Workers' Compensation and Employers Liability as required by state and federal law. This coverage shall be provided on a primary basis.

13.05 Storage Tank Third-Party Liability and/or similar Environmental Impairment Liability. Lessee shall maintain Third-Party Storage Tank Pollution Liability Insurance, or similar Environmental Impairment Liability Insurance at a minimum limit not less than One Million Dollars (\$1,000,000) per occurrence at each location and Two Million Dollars (\$2,000,000) annual aggregate at each location providing coverage for damages against, but not limited to, third-party liability, clean up, corrective action including assessment, remediation, and defense costs. In the event the policy includes a self-insured retention or deductible more than One Hundred Thousand Dollars (\$100,000), Lessee shall provide a copy of Lessee's most recent annual report or audited financial statements to Authority at Authority's request and Authority may reject or accept a higher self-insured retention or deductible based on Lessee's financial condition.

13.06 **Umbrella or Excess Liability.** In addition to all other insurance requirements, Lessee shall maintain Excess Liability insurance coverage with a minimum /limit of Twenty-Five Million (\$25,000,000.00) for all operations to be performed by the Lessee at the Airport. Lessee may satisfy the minimum limits required above for Commercial General Liability/Airport Liability and/or Commercial Auto Liability and/or Environmental Impairment Liability coverage under Umbrella or Excess Liability Insurance. The Umbrella or Excess Liability policy shall have an aggregate limit not less than the highest "each occurrence" limit for the Commercial General Liability/Airport Liability, Commercial Auto Liability or Environmental Impairment Liability policy. Authority shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability policy, unless the Certificate of Insurance notes the Umbrella or Excess Liability policy provides coverage on a "Follow-Form" basis.

13.07 **Property, Wind, and Flood Insurance.** Lessee shall maintain, subject to reasonable deductibles approved by the Authority:

- (A) Property insurance in an amount not less than one hundred percent (100%) of the total replacement cost of the buildings, betterments, and improvements, including those made by or on behalf of Lessee as well as Lessee's contents located on the Premises. The settlement clause shall be on a Replacement Cost basis. Coverage shall be written with a Special - Cause of Loss (All-Risk) form and include an endorsement for Ordinance & Law in an amount not less than twenty-five percent (25%) of the Property insurance limit. This coverage shall be provided on a primary basis.
- (B) Flood insurance, if within the 100-year flood zone, in an amount not less than one hundred percent (100%) of the total replacement cost of the buildings, betterments and improvements, including, but not limited to, those made by or on behalf of Lessee as well as Lessee's contents, located on the Premises, or the maximum amount available from the National Flood Insurance Program. This coverage shall be provided on a primary basis.
- (C) Windstorm insurance, unless included as a covered peril in the property insurance, in an amount not less than one hundred percent (100%) of the total replacement cost of the building, betterments and improvements, including, but not limited to, those made by or on behalf of Lessee as well as Lessee's contents, located on the Premises, or the maximum amount available under the Florida Windstorm Underwriting Association. This coverage shall be provided on a primary basis.

13.08 **Additional Insured Endorsement.** Lessee shall endorse Authority as an "Additional Insured" on each liability insurance policy required to be maintained by Lessee, except for Worker's Compensation and Commercial Auto Liability policies. The CG 2011 Additional Insured - Managers or Lessors of Premises or its equivalent, shall be an endorsement to the Commercial General Liability policy. Other policies, when required, shall provide a standard "Additional Insured" endorsement offered by the insurer. The "Additional Insured" endorsements shall provide coverage on a primary basis. "Additional Insured" endorsements shall read "Sarasota Manatee Airport Authority Board, a Political Subdivision of the State of Florida, its Officers, Employees, Agents and Volunteers, c/o Sarasota Manatee Airport Authority, 6000 Airport Circle, Sarasota, Florida 34243".

13.09 Loss Payee Endorsement. Lessee shall endorse Authority as a "Loss Payee" on the Property, Flood, and Windstorm insurance policies. "Loss Payee" endorsements shall provide coverage on a primary basis and shall read "Sarasota Manatee Airport Authority Board, c/o Sarasota Manatee Airport Authority, a Political Subdivision of the State of Florida, its Officers, Employees, Agents and Volunteers, c/o 6000 Airport Circle, Sarasota, Florida 34243".

13.10 Certificate of Insurance. Prior to the Commencement Date, Lessee shall provide Authority with a certificate of insurance, or certificates of insurance, evidencing limits, coverages and endorsements required herein. All certificates of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. In the event coverage is cancelled or is not renewed during the Term or any extension thereof, Lessee shall provide Authority a new certificate of insurance or certificates of insurance evidencing replacement coverage no later than thirty (30) days prior to the expiration or cancellation of the coverage. The certificate holder's name and address shall read "Sarasota Manatee Airport Authority Board, a Political Subdivision of the State of Florida, its Officers, Employees, Agents and Volunteers, c/o Sarasota Manatee Airport Authority, 6000 Airport Circle, Sarasota, Florida 34243.

13.11 Waiver of Subrogation. By entering into this Agreement, Lessee agrees to a Waiver of Subrogation for each policy required to be maintained or maintained by Lessee pursuant to or in connection with this Agreement. When required by the insurer or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, Lessee shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, a condition to which the policy specifically prohibits such an endorsement, or voids coverage should Lessee enter into such an agreement on a pre-loss basis.

13.12 Premiums and Proceeds. Lessee shall not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by any, condition, provision, or limitation of the property, flood, or wind insurance policies. Lessee shall be responsible for all premiums, including increases, for property, flood, and wind insurance policies. Subject to the terms of any leasehold mortgage or financing arrangement entered by Lessee, Lessee agrees that all property, flood, and windstorm insurance proceeds shall be made available for use to promptly replace, repair, or rebuild the building, betterments and improvements, including, but not limited to, those made by or behalf of Lessee.

13.13 Deductibles, Coinsurance and Self-Insured Retention. Lessee shall be fully and solely responsible for any deductible, coinsurance penalty, or self-insured retention; including any losses, damages, or expenses not covered due to an exhaustion of limits or failure to comply with the policy.

13.14 Right to Review or Adjust Insurance. The Authority may review, modify, reject, or accept any required policies of insurance, including, but not limited to, limits, coverages, or endorsements, required by this Article from time to time throughout the Term and any extension thereof. Authority may also reject any insurer or self-insurance plan providing coverage because of poor financial condition or failure to operate legally. In such event, Authority shall provide Lessee a written notice of rejection, and

Lessee shall comply within thirty (30) days of receipt of the notice.

13.15 No Representation of Coverage Adequacy. Lessee acknowledges the limits, coverages and endorsements required by this Article are intended to minimize liability for Authority. Lessee agrees that it will not rely upon the requirements of this Article when assessing the extent or determining appropriate types or limits of insurance coverage to protect Lessee against any loss exposures, whether because of this Agreement or otherwise.

Article 14 – Damage, Destruction or Condemnation of the Premises

14.01 Removal of Debris. If the Premises, or any portion thereof, are damaged by fire, the elements or other casualty, Lessee shall promptly remove all debris resulting from such damage from the Premises and shall promptly take such actions and cause such repairs to be made to the Premises as will place the Premises in a neat and orderly condition and as are necessary for the safety of Persons entering upon the Premises. If Lessee fails to promptly comply with the provisions of this Article, Authority may take such measures as it deems necessary to render the Premises in a neat, orderly, and safe condition. Lessee agrees that Lessee shall fully assume and be liable to Authority for payment of any costs incurred by Authority, plus a fifteen percent (15%) administrative overhead fee, which costs and administrative overhead fee, shall be due and payable to Authority within thirty (30) days from the date of written notice provided by Authority.

14.02 Lessee's Obligations. Lessee assumes full responsibility for the condition of the Premises and the character, acts and conduct of all Persons admitted to the Premises by or with the actual or constructive consent of Lessee or with the consent of any person acting for or on behalf of Lessee. If the Premises, or any portion thereof, is damaged in any way whatsoever, whether by an act of God or by the act, default or negligence of Lessee, or a Lessee Party or any other Person other than the Authority, Lessee shall at its sole cost and expense restore the Premises to the condition existing prior to such damage. Lessee shall commence restoration within sixty (60) days and shall diligently pursue such restoration to completion in accordance with the construction requirements set forth in Article 8; provided, that if the nature of the damage is such that more than sixty (60) days are reasonably required to commence, Lessee shall commence restoration as soon as reasonably practicable under the circumstances taking into consideration the extent of the damage. All repairs and restoration shall be made by Lessee at Lessee's sole cost and expense, in accordance with the construction requirements contained herein. If Lessee fails to restore the Premises as required by this Article, Authority shall have the right, but not the obligation, to enter the Premises and perform the necessary restoration. Lessee agrees that Lessee shall fully assume and be liable to Authority for payment of the reasonable costs of restoration plus a fifteen percent (15%) administrative overhead fee, which costs and administrative overhead fee, shall be due and payable to Authority within thirty (30) days from the date of the written notice provided by Authority.

14.03 Insurance Proceeds. Except as otherwise provided for herein, upon receipt by Lessee of the proceeds of any insurance policy or policies required hereunder, the proceeds shall be deposited in an escrow account approved by Authority to be available to pay for the cost of any required repair, replacement, or rebuilding. The proceeds shall be disbursed during construction to pay the cost of such work. If the amount of the insurance proceeds is insufficient to pay the costs of the required repair,

replacement or rebuilding of damaged improvements, Lessee shall pay any additional sums required to complete the required repair, replacement or rebuilding into the escrow account. If the amount of the insurance proceeds is more than the costs of the required repair, replacement or rebuilding, the excess amount shall be remitted to Lessee.

14.04 Condemnation. If the whole or any material portion of the Premises is acquired by a condemning authority other than Authority, either by sale in lieu of condemnation or by the exercise of the power of eminent domain rendering use of the remaining Premises commercially infeasible, then in and as a direct result of that event, this Agreement will terminate from the date of sale or title vesting, and Lessee will have no claim whatsoever, including claims of apportionment, as against Authority either for the value of any unexpired term of this Agreement or for the value of leasehold improvements. However, nothing in this provision will limit or destroy any right of Lessee to separately assert all claims to which Lessee would be legally entitled against the condemning authority including without limitation the value of the unexpired term of this Agreement and/or improvements, moving costs or business losses solely against the condemning authority where statutes or other applicable law apply. To the extent the Authority is the condemning authority hereunder, nothing herein shall waive, limit, or modify Lessee's right to assert all claims to which Lessee would otherwise be legally entitled against the Authority.

If a portion of the Premises is acquired by a condemning authority other than the Authority, either by sale in lieu of condemnation or by the exercise of the power of eminent domain rendering use of the remaining Premises commercially feasible, then in and as a direct result of that event, this Agreement will terminate from the date of sale or title vesting as to the portion so condemned only, with the Rents reduced by the proportionate reduction in square footage, and Lessee will have no claim whatsoever, including claims of apportionment, against Authority either for the value of any unexpired term of this Agreement or for the value of leasehold improvements taken. However, nothing in this provision will limit or destroy any right of Lessee to separately assert all claims to which Lessee would be legally entitled against the condemning authority including without limitation the value of the unexpired term of this Agreement and/or improvements, moving costs or business loss solely against the condemning authority where statutes or other applicable law apply. To the extent the Authority is the condemning authority hereunder, nothing herein shall waive, limit, or modify Lessee's right to assert all claims to which Lessee would otherwise be legally entitled against the Authority.

Article 15 – Rights of Leasehold Mortgagees

15.01 Right to Mortgage. Lessee may encumber its Leasehold estate by granting a mortgage or other similar instrument creating a mortgage lien against the Lessee's Leasehold interest. Any such instrument which creates a first mortgage lien is hereinafter referred to as "Leasehold Mortgage", and the holder thereof is referred to as "Leasehold Mortgagee" during the Term and any extension thereof; provided that, Authority shall not be obligated to, nor deemed to have subjected or subordinated Authority's fee simple interest in the Premises to any Leasehold Mortgage, nor subordinated the Authority's interest in this Agreement to such Leasehold Mortgage. Authority's interests in the fee and in this Agreement are and shall always remain superior and prior in right to any Leasehold Mortgage.

15.02 Notice of Default, Default. A Leasehold Mortgagee may provide written notice of its Leasehold Mortgage in the same manner and at the same address as required by this Agreement for notices delivered to Authority, together with the name and address of the Leasehold Mortgagee. In the event such notice is delivered to Authority, Authority upon serving Lessee with any notice of default under this Agreement, shall also serve a copy of that notice of default upon the Leasehold Mortgagee in the same manner as required by this Agreement for notices delivered to Lessee. The delivery shall be made at the address the Leasehold Mortgagee shall have designated in writing to Authority.

In case Lessee shall default under any of the provisions of this Agreement, the Leasehold Mortgagee shall have the right to cure such default, within the time periods set forth for Lessee above, whether same consists of the failure to pay Rent or Improvement Rent, or the failure to perform any other matter or thing which Lessee is required to do or perform and Authority shall accept such performance on the part of the Leasehold Mortgagee as though the same had been done or performed by Lessee subject to Authority's rights to damages, restitution, or other legal or equitable monetary remedies related directly to the default(s) at issue. The Leasehold Mortgagee, upon receiving such notice, shall have, in addition to any time to cure a default (a "Cure Period") extended to Lessee under the terms of this Agreement, a period of an additional fifteen (15) days within which to cure the default or cause same to be cured or to commence to cure such default with diligence and continuity, notwithstanding the foregoing:

- (A) Where a provision of this Agreement provides less than a thirty (30) day Cure Period, the Leasehold Mortgagee shall also have an additional fifteen (15) days Cure Period following the Lessee's Cure Period; or
- (B) Where a provision of this Agreement expressly provides that Lessee has no opportunity to cure, the Leasehold Mortgagee shall have no Cure Period.

In case Lessee shall default under any of the provisions of this Agreement, the Leasehold Mortgagee shall have the right to cure such default, within the time periods set forth above, whether same consists of the failure to pay Rent or Improvement Rent, or the failure to perform any other matter or thing which Lessee is required to do or perform and Authority shall accept such performance on the part of the Leasehold Mortgagee as though the same had been done or performed by Lessee.

15.03 Cure of Default or Termination. Authority will take no action to affect a termination of the Agreement until such time as the Cure Period provided herein has expired and the defaults remain uncured. During the Cure Period, the Leasehold Mortgagee shall be entitled to: 1) obtain possession of the Premises (including possession by a receiver) and cure such default in the case of a default which is susceptible of being cured when the Leasehold Mortgagee has obtained possession; or 2) institute foreclosure proceedings or otherwise acquire Lessee's interest under this Agreement with diligence and continuity and thereafter proceed to cure such default; provided, however, that the Leasehold Mortgagee shall not be required to continue such possession or continue such foreclosure proceedings if the default which would have been the reason for Authority serving such notice of default shall be cured, and provided further, that nothing in this paragraph shall preclude Authority from exercising any other rights or remedies under this Agreement with respect to the default.

15.04 Foreclosure. The Leasehold Mortgagee may become the legal owner and holder of this Agreement by foreclosure of its Leasehold Mortgage or as a result of the assignment of this Agreement in lieu of foreclosure, subject to Authority's written consent, which shall not be unreasonably withheld, and effective upon such assignment whereupon such Leasehold Mortgagee or assignee shall become and remain liable under this Agreement as provided in this paragraph, except that such Leasehold Mortgagee may assign this Agreement with Authority's consent, which shall not be unreasonably withheld, and effective upon such assignment, the new lessee shall become and remain liable to Authority under this Agreement, and the Leasehold Mortgagee shall no longer be liable to Authority. If a Leasehold Mortgagee shall become the owner or holder of Lessee's interest in this Agreement by foreclosure of its Leasehold Mortgage or by assignment of this Agreement in lieu of foreclosure, the term "Lessee" as used in this Agreement, shall include the owner or holder of Lessee's interest in the event of a sale, assignment, or other disposition of Lessee's interest in this Agreement by the Leasehold Mortgagee.

Reference in this Agreement to acquisition of Lessee's interest in this Agreement by the Leasehold Mortgagee shall be deemed to include, where circumstances require, to acquisition of Lessee's interest in this Agreement by any purchaser at a sale on foreclosure of the Leasehold Mortgage and provisions applicable to the Leasehold Mortgagee in such instance or instances shall also be applicable to any such purchaser. Leasehold Mortgagee's acquisition of Lessee's interest in this Agreement and any assignment of the acquired interest by the Leasehold Mortgagee shall not be deemed a novation of Lessee's obligations under this Agreement. Authority does not authorize any novation of Lessee's obligations under this Agreement.

15.05 Prohibition on Fee Simple Transfer. So long as Lessee's interest in this Agreement shall be mortgaged to a Leasehold Mortgagee, the parties agree, for the benefit of such Leasehold Mortgagee, that Authority shall not sell, grant or convey to Lessee all or any portion of Authority's fee simple title to the Premises without the prior written consent of such Leasehold Mortgagee (which consent shall not be unreasonably withheld, conditioned, or delayed, provided the parties agree in writing that such sale, grant, or conveyance shall not result in a merger of this Agreement into fee simple title to the Premises). In the event of any such sale, grant, or conveyance by Authority to Lessee, Authority and Lessee agree that no such sale, grant or conveyance shall create a merger of this Agreement into a fee simple title to the Premises. This paragraph shall not be construed to prevent any, or to require any consent of any Leasehold mortgagee or Lessee to any, sale, grant, or conveyance of Authority's fee simple title by Authority to any person, firm, or corporation other than Lessee, its successors, legal representatives, and assigns.

15.06 Leasehold Mortgagee. Reference in this Agreement to a Leasehold Mortgagee shall be deemed to refer where circumstances require, to any assignee of a Leasehold Mortgagee; provided that such assignee shall forward to Authority, pursuant to paragraph 15.02 a duplicate original of the assignment of the Leasehold Mortgage in a form proper for recording or a copy of such assignment, as recorded in the Public Records, together with a written notice setting forth the name and address of the assignee and, to the extent available, the name, telephone number, facsimile number and email address of a representative of the assignee to whom notices may be sent.

15.07 Subordination. Any Leasehold mortgage shall be specifically subject and subordinate to

Authority's rights under this Agreement and Authority's fee simple interest in the Premises. Despite any provision which is or may appear to the contrary in this Agreement, under no circumstances whatsoever shall the fee simple title interest of Authority in the Premises, or any portion of same, be subordinated to the Leasehold mortgage or encumbered by the Leasehold mortgage.

15.08 Assignees. Notwithstanding anything herein to the contrary, after a default by Lessee whereby any Leasehold Mortgagee shall acquire any rights and/or obligations under this Agreement, including as a result of bidding or lack thereof at auction after foreclosure, (this also includes any rights/obligations a Leasehold Mortgagee shall acquire under any other Agreement of Lessee at the Airport, as a result of cross-default provisions), and thereafter the Leasehold Mortgagee or referee at sale proposes to assign, sell, rent, or otherwise transfer any interests, rights, and obligations to a special purpose entity and/or third party, or allow use of the property under this Agreement (or any other property under any other Agreement at the Airport that Lessee is a party to as a result of cross-default provisions) by a special purpose entity and/or third party, any such assignment, sale, transfer, or use of the property under this Agreement (or any other property under any other Agreement at the Airport that Lessee is a party to as a result of cross-default provisions) by a special purpose entity and/or third party is contingent upon Authority confirming to its reasonable satisfaction that the special purpose entity and/or third party has the financial and operational capabilities sufficient for the proper conduct of a fixed base operator as those capabilities are defined in this Agreement and the Minimum Standards for Aeronautical Activities, as may be amended from time-to-time by Authority applicable to the Airport. Authority may also submit nominees to the Leasehold Mortgagee, and the Leasehold Mortgagee shall negotiate in good faith and act with such nominees to determine whether any such nominee meets the Leasehold Mortgagee's qualifications.

15.09 Estoppel Certificates. Each party agrees, at any time and from time to time upon not less than twenty (20) days prior written notice by the other party, to execute, acknowledge and deliver to the other party a statement in writing certifying: (a) whether this Agreement is in full force and effect, and if it is alleged that this Agreement is not in full force and effect, setting forth the nature thereof in reasonable detail; (b) whether this Agreement has been supplemented or amended, specifying the manner in which it has been supplemented or amended; (c) the date to which all rental payments have been made; (d) the commencement and expiration date of this Agreement; and (e) whether or not, to the best of the knowledge of the signer of such statement, the other party is in default or may be with notice or the passage of time, or both, in keeping, observing or performing any term, covenant, agreement, provision, condition or limitation contained in this Agreement and if in default, specifying each such default, it being intended that any such statement delivered pursuant to this Article may be relied upon by the other party, any prospective assignee of the other party's interest in this Agreement or any Leasehold Mortgagee, but reliance on such certificate may not extend to any default as to which the signer shall not have had actual knowledge.

Article 16 – Title to Improvements

16.01 Title to Improvements. Lessee shall be deemed to be the owner of all improvements and alterations constructed by Lessee upon the Premises during the Initial Term. Upon expiration of the Initial Term or the earlier termination of this Agreement as provided herein, the Improvements, and all other

improvements and alterations constructed or placed upon the Premises by Lessee except for any Fuel System, title to which has not previously vested in Authority hereunder, shall become the absolute property of Authority, and Authority shall have every right, title, and interest therein, free, and clear of any liens, mortgages, and other encumbrances. Upon the request of Authority, Lessee shall provide Authority with a bill of sale or other evidence of the transfer of ownership of the improvements and alterations together with evidence satisfactory to Authority that the improvements and alterations are free from liens, mortgages, and other encumbrances.

16.02 Fuel System. Lessee shall be fully responsible for the ownership, permitting, maintenance and liability of all components of any Fuel System installed, upon the Premises, always during the Term. Upon expiration or earlier termination of this Agreement, Authority may, at Authority's sole option, require that (a) Lessee assign all right, title and interest to Authority or, at Authority's option, to a successor lessee or assignee, and thereafter the Fuel System shall become the absolute property of Authority, or successor lessee or assignee, who shall have every right, title, and interest therein; or (b) remove all or any portion of the Fuel System at the Lessee's sole cost. Upon the request of Authority, Lessee shall provide Authority with a bill of sale or other evidence of the transfer of ownership of the improvements together with evidence satisfactory to Authority, or the successor lessee or assignee, that the improvements are free from liens, mortgages, and other encumbrances. In the event Authority requires assignment of rights, title, and interest in the Fuel System to a third party, Lessee hereby reserves the right to require reasonable indemnification from such third party as to all faults, without recourse and without any representation or warranty, expressed or implied, as to merchantability, condition or fitness or compliance with governmental requirements. In the event of removal, partial removal, or modification of the Fuel System, Lessee shall provide a detailed closure report signed and sealed by a professional geologist or other environmental assessment prepared by an independent environmental consultant acceptable to Authority and certified to the Authority, detailing the total scope of work completed and any associated environmental findings. In no event shall underground storage tanks be permitted without express written authorization of the Authority.

16.03 Removal of Improvements. Notwithstanding any provision of this Agreement to the contrary, Lessee may be required to remove the Improvements, or any other improvements or alterations made by Lessee on the Premise during the Term of this Agreement upon the expiration or earlier termination of this Agreement, including the Fuel System as set forth in Article 16.02 above.

16.04 Survival of Article. The provisions of this Article 16 shall survive expiration or earlier termination of this Agreement.

Article 17 - Expiration, Default, Remedies and Termination

17.01 Expiration. This Agreement shall automatically terminate at the end of the Initial Term, unless renewed in accordance with Article 3.02. In the event this Agreement is renewed, this Agreement shall automatically terminate at the end of the applicable Renewal Term.

17.02 Default. The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by Lessee or Authority:

- (A) The failure of Lessee to construct Lessee's Improvements in accordance with the terms, covenants, and conditions of this Agreement. Notwithstanding, if the nature of Lessee's breach in this regard is such that more than thirty (30) days after written notice from Authority to Lessee is required to complete performance, then Lessee shall not be in default if Lessee commences performance within such thirty (30) day period and continues thereafter without interruption to diligently prosecute an absolute cure to completion. This provisional extension of time to cure shall not apply to any other event or form of breach by Lessee.
- (B) The abandonment (as that term is defined under applicable law) of the Premises by Lessee.
- (C) The failure by Lessee to make payment of rent or any other payment required to be made by Lessee hereunder as and when due, where such failure shall continue for a period of ten (10) days after written notice from Authority that such payment is due.
- (D) The failure by Lessee to maintain in full force and effect, the insurance limits, coverages, and endorsements required by this Agreement.
- (E) The failure by Lessee to observe or perform any other covenants, conditions, or provisions of this Agreement to be observed or performed by Lessee, for a period of thirty (30) days after written notice thereof from Authority.
- (F) To the extent permitted by law: (a) the making by Lessee or any guarantor thereof of any general assignment, or general arrangement for the benefit of creditors; (b) the filing by or against Lessee of a petition to have Lessee adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within ninety (90) days); (c) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Agreement, where possession is not restored to Lessee within ninety (90) days; or (d) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Agreement, where such seizure is not discharged within ninety (90) days.
- (G) A material default by Lessee of any other agreement, permit or Agreement between Authority and Lessee, which default has not been cured within the applicable cure period provided in such agreement, permit, or Agreement. In the event of a default by Lessee that remains uncured after the applicable cure period, Authority shall have the right to pursue any remedy now or hereafter available to Authority under the laws of the state of Florida, including, but not limited to, the right to terminate this Agreement.

17.03 Remedies. Pursuant to Article 17.02, in the event of any material default or breach by Lessee, Authority may at any time thereafter, with notice or demand and without limiting any other right

or remedy which Authority may have under the law by reason of such default or breach, elect to exercise any one of the following remedies while concurrently taking all reasonable steps to mitigate all its damages:

- (A) Declare the entire rent for the balance of the Initial Term, Renewal Term, or any part thereof due and payable while subtracting any rent that it has received or will receive through another Lessee on the same Premises forthwith.
- (B) Terminate Lessee's right to possession of the Premises by any lawful means and reenter and retake possession of the Premises for the account of Lessee, in which case the rent and other sums hereunder shall be accelerated and due in full and Lessee shall be liable for the difference between the rent which is stipulated to be paid hereunder plus other sums as described herein and what Authority is able to recover from its good faith efforts to relet the Premises, which deficiency shall be paid by Lessee. Upon such reletting, all rentals received by Authority shall be applied, first to the payment of any indebtedness other than rent due hereunder from Lessee; second, to the payment of any reasonable costs and expenses of such reletting, which shall include all damages incurred by Authority due to Lessee's default including, but not limited to, the reasonable cost of recovering possession of the Premises including reasonable attorneys' fees, and reasonable real estate commissions paid by Authority relating to the unexpired Term of this Agreement; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be paid to Lessee.
- (C) Treat this Agreement as terminated and re-enter and re-take possession of the Premises for the account of Authority, thereby terminating any further liability under this Agreement on the part of Lessee and Authority. Notwithstanding the foregoing, Authority shall have a cause of action to recover any rent remaining unpaid when Authority retakes possession of the Premises for the account of Authority.
- (D) Pursue any other remedy now or hereinafter available to Lessee under the laws of the State of Florida.

Notwithstanding any provision of this Agreement to the contrary, Authority shall have the right to bring an action for its damages upon the occurrence of a default by Lessee and Authority reserves all rights which laws of the State of Florida confer upon a landlord against a Lessee in default. In the event legal action is required hereunder to enforce the rights of the parties pursuant to this Agreement the prevailing party in such action shall be entitled to recover costs and attorney's fees, including appellate fees.

17.04 Default by Authority. Authority shall not be in default unless Authority fails to perform obligations imposed upon Authority hereunder within thirty (30) days after written notice by Lessee to Authority, specifying wherein Authority has failed to perform such obligations; provided, that if the nature of Authority's obligations is such that more than thirty (30) days are required for performance then Authority shall not be in default if Authority commences performance within such thirty (30) day period

and thereafter diligently prosecutes the same to completion.

17.05 Surrender of Premises. Lessee expressly agrees that it shall immediately surrender the Premises to Authority in working order, good condition, and in compliance with all then applicable laws, rules, and regulations, upon expiration or termination of this Agreement, depreciation, and wear from ordinary use for the purpose for which the Premises were leased being excepted. In the event Lessee shall holdover, refuse, or fail to give up the possession of the Premises at the termination of this Agreement, Lessee shall be liable to Authority for all damages, and in addition thereto, Lessee shall also be strictly liable to pay to Authority during the entire time of such holdover, double rental, as provided for in Article 83.06, Florida Statutes. Lessee shall remove all its personal property from the Premises prior to the expiration or earlier termination of this Agreement. Any personal property of Lessee not removed by Lessee shall become the property of Authority.

Article 18 - Assignment, Transfer and Subletting

Lessee shall not assign or sublet this Agreement either in whole or in part, without prior written consent of Authority which consent shall not be unreasonably withheld. No request for, or consent to, such assignment shall be considered unless Lessee shall have paid all rentals, fees, and charges which have accrued in favor of Authority and Lessee shall have otherwise met all other legal obligations to be performed, kept, and observed by it under the terms and conditions of this Agreement or as this Agreement may be subsequently amended or modified. Authority reserves the right to investigate the financial capacity of the proposed assignee prior to making its decision.

No capital stock of any Lessee and no partnership or membership interest of any partnership or limited liability entity can be assigned, sold, or transferred without Authority's consent, which shall not unreasonably be withheld. The parties acknowledge however that notwithstanding the foregoing, Lessee may freely assign less than a controlling interest to a related corporate entity (defined as sharing some commonality of direct or indirect ownership interest with Lessee) and/or for estate planning purposes. Notwithstanding the foregoing, Lessee may sublease to an entity or entities for storage of privately owned aircraft non-commercially operated under Part 91 of the Federal Aviation Regulations without the Authority's advance consent if said sublease is substantially in agreement with a form sublease pre-approved by the Authority to be used by Lessee for subleases and the use of the sublessee does not cause a breach and/or violation of any applicable rule, regulation and/or law, including without limitation those promulgated enforced by the Federal Aviation Administration.

Article 19 - Indemnification

Lessee shall protect, defend, reimburse, indemnify and hold Authority and its elected officers, employees and agents and each of them free and harmless at all times from and against any and all liability, losses, expenses, costs, suits, claims, judgments, fines and damages (including reasonable attorney fees at trial and appellate levels) and causes of action of every kind and character (hereinafter collectively referred to as, "Damages"), or in which Authority is named or joined, arising out of Lessee's or a Lessee Party's use or occupancy of the Premises or Airport by Lessee or a Lessee Party, including, but not limited to, those arising by reason of any damage to property or the environment, or bodily injury

(including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, and any third party or other Person whomsoever, or any governmental agency, arising out of or incident to or in connection with the condition of the Premises caused by Lessee, Lessee's or a Lessee Party's acts, omissions or operations at the Airport, or the performance, non-performance or purported performance of Lessee or any breach by Lessee or an Lessee Party of the terms of this Agreement Lessee recognizes the broad nature of this indemnification and hold-harmless clause and acknowledges that Authority would not enter into this Agreement without the inclusion of such clause, and voluntarily make this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by Authority in support of this indemnification in accordance with the laws of the State of Florida. The obligations arising under this Article shall survive the expiration or termination of this Agreement.

Article 20 – Signage Outside of Premises

No signs, posters, or similar devices shall be erected, displayed, or maintained by Lessee outside the Premises on other areas of the Airport or on the Premises that are visible in any way off the Premises without the written consent of Authority, which consent may be granted or withheld in Authority's sole and absolute discretion. All signs not approved by Authority shall be promptly removed at the sole cost and expense of Lessee upon written demand therefore by Authority.

Article 21 - Laws, Regulations and Permits

21.01 General. Lessee agrees that throughout the Term and any extension thereof, Lessee shall always remain in compliance with all applicable federal, state, and local laws, statutes, regulations, rules, rulings, orders, ordinances and directives of any kind or nature, as now or hereafter amended or promulgated, including, but not limited to, FAA Advisory Circulars, Orders and Directives, and the Airport Rules and Regulations.

21.02 Permits and Licenses. Lessee agrees that it shall, at its sole cost and expense, obtain, comply with, and maintain current all permits, licenses and other governmental authorizations required for its operations and activities on the Premises. Upon the written request of Authority, Lessee shall provide Authority with copies of all permits and licenses requested by Authority pursuant to this Article.

21.03 Air and Safety Regulation. Lessee shall conduct its operations and activities under this Agreement in a safe manner and shall comply with all safety regulations and standards imposed by applicable federal, state, and local laws and regulations and shall require the observance thereof by Lessee Parties and all other Persons transacting business with or for Lessee resulting from, or in any way related to, the conduct of Lessee's business on the Premises. Lessee shall procure and maintain such fire prevention and extinguishing devices as required by Authority and by law and shall always be familiar and comply with the fire regulations and orders of Authority. Lessee agrees that neither Lessee, nor its employees or contractors or any person working for or on behalf of Lessee, shall require any personnel engaged in the performance of Lessee's operations to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health or safety, as determined by standards adopted pursuant to the Occupational Safety and Health Act of 1970, as now or hereafter amended, as

well as all applicable State and local laws, regulations, and orders relative to occupational safety and health.

21.04 Environmental and Natural Resource Laws, Regulations and Permits.

- (A) Notwithstanding any other provision of the Agreement to the contrary, Lessee hereby expressly covenants, warrants, guarantees and represents to Authority, upon which Authority expressly relies, that Lessee is knowledgeable of, and shall comply with, all Environmental Laws applicable to Lessee and its operations hereunder.
- (C) Lessee acknowledges and understands that its operations performed pursuant to this Agreement may involve the generation, processing, handling, storing, transporting and disposal of Hazardous Substances, which are, or may be, subject to regulation under applicable Environmental Laws. Lessee further expressly covenants, warrants, guarantees, and represents that it is fully qualified to handle and to arrange disposal of all such Hazardous Substances, in a manner which is both safe and in full compliance with all applicable Environmental Laws.
- (C) Lessee hereby expressly assumes and accepts full responsibility and liability for compliance with all such applicable Environmental Laws in the handling and disposal of any and all Hazardous Substances resulting from or arising out of Lessee's operations conducted on the Premises, and Lessee shall, prior to commencement of any such operations pursuant to this Agreement, secure any and all permits, and properly make all necessary notifications as may be required by any and all governmental agencies having jurisdiction over parties or the subject matter thereof. Lessee further represents, warrants, guarantees and covenants to Authority, upon which Authority hereby expressly relies, that Lessee, its employees, agents, contractors, and those Persons that are required to be so trained working for, or on behalf of, Lessee have been, or will be prior to commencement of operations on the Premises, fully and properly trained in the handling of all such Hazardous Substances, and that such training, at a minimum, complies with any and all applicable Environmental Laws.
- (D) Lessee shall provide to Authority satisfactory documentary evidence of all such requisite legal permits and notifications, as hereinabove required and as may be further required, upon request, from time to time by Authority.
- (E) If Lessee is deemed to be a generator of hazardous waste, as defined by applicable Environmental Laws:
 - (1) Lessee shall obtain an EPA identification number and shall comply with all requirements imposed upon a generator of hazardous waste, including, but not limited to, ensuring that the appropriate transportation and disposal of such materials are conducted in compliance with Environmental Laws.

- (2) Lessee shall maintain an accurate inventory list (including quantities) of all such hazardous waste, whether stored, disposed of, or recycled, or, in the alternative, copies of hazardous waste manifests, available always for inspection upon reasonable advance notice at any time on the Premises by Authority.
 - (3) Lessee shall notify the Authority, and such other appropriate agencies as Authority may from time to time designate, of all hazardous waste activities occurring at the Premises so that it shall be included as a Authority Generator of such waste.
 - (4) Lessee shall provide to the Authority, and to all appropriate governmental entities having jurisdiction thereover, the name and telephone number of Lessee's emergency coordinator in case of any spill, leak, or other emergency involving hazardous, toxic, flammable, and/or other pollutant/contaminated materials.
- (F) Lessee shall be strictly liable for, and hereby expressly assumes all responsibility for all citations, fines, environmental controls and monitoring, clean-up and disposal, restoration and corrective measures resulting from or in any way connected with the improper use, handling, storage, and/or disposal of Hazardous Substances by the Lessee Parties on or from the Premises. All such remedies of Authority about environmental requirements as set forth herein shall be deemed cumulative in nature and shall survive expiration or termination of this Agreement.
- (G) Lessee agrees to protect, defend, reimburse, indemnify, and hold Authority, its agents, employees, and elected officers harmless from and against all Damages arising from, resulting out of or in any way caused by or connected to the Lessee Parties' failure to comply with all applicable Environmental Laws. Lessee understands that this indemnification is in addition to and is a supplement of Lessee's indemnification agreement set forth in Article 19. Lessee acknowledges the broad nature of this indemnification and hold-harmless clause and that Authority would not enter this Agreement without the inclusion of such clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by Authority in support of this indemnification in accordance with laws of the State of Florida. The obligations arising under this Article shall survive the expiration or earlier termination of this Agreement.

21.05 Environmental Assessment. At least thirty (30) days, but no more than ninety (90) days, prior to the expiration or earlier termination of the Agreement, Lessee shall cause a Phase I environmental assessment ("Phase I ESA") of the Premises to be prepared and delivered to Authority. If the Phase I ESA indicates that there is a potential that an environmental condition may exist on the Premises, or the adjacent property based on activities that have occurred or are occurring on the Premises, Lessee shall promptly cause a Phase II environmental assessment ("Phase II ESA") of the Premises to be prepared and delivered to Authority. The Phase I ESA and Phase II ESA shall be prepared by a professional geologist or engineer licensed by the State of Florida, acceptable to Authority, and shall

be prepared to meet the standards of practice of the American Society of Testing and Materials, to determine the existence and extent, if any, of Hazardous Substances on the Premises. The Phase I ESA and Phase II ESA shall state that Authority is entitled to rely on the information set forth therein. The Phase I ESA and Phase II ESA shall be prepared and delivered to Authority at Lessee's sole cost and expense. The Phase II ESA must address any potential environmental conditions or areas of contamination identified in the Phase I ESA. To the extent the environmental conditions and/or contamination identified in the environmental assessments are a result of Lessee Parties' activities or operations on the Premises, Lessee shall, at its sole cost and expense, promptly commence and diligently pursue to completion any assessment, remediation, clean-up and/or monitoring of the Premises necessary to bring the Premises into compliance with Environmental Laws. The requirements of this paragraph shall be in addition to any other provisions of the Agreement relating to the condition of the Premises and shall survive the termination or expiration of the Agreement.

Article 22 – Americans with Disabilities Act

Lessee shall comply with the applicable requirements of the Americans with Disabilities Act and the State of Florida Accessibility Requirements Manual ("ADA"), and applicable implementing regulations, and any similar or successor laws, ordinances, rules, and regulations, including cooperation with Authority, concerning the same subject matter.

Article 23 – Disclaimer of Liability

AUTHORITY HEREBY DISCLAIMS, AND LESSEE HEREBY REAGREEMENTS AUTHORITY, ITS ELECTED OFFICIALS, EMPLOYEES AND AGENTS FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY LESSEE PARTIES DURING THE TERM OF THIS AGREEMENT OR ANY EXTENSION HEREOF FOR LOSS, DAMAGE OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF LESSEE PARTIES THAT MIGHT BE LOCATED OR STORED ON THE PREMISES. FURTHERMORE, LESSEE ACKNOWLEDGES AND AGREES THAT ITS RELIANCE OR USE OF ANY INFORMATION PROVIDED BY AUTHORITY, WHETHER PREPARED OR PROVIDED BY AUTHORITY OR OTHERWISE, IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT WAS AT ITS SOLE RISK. UNDER NO CIRCUMSTANCE SHALL AUTHORITY BE LIABLE FOR SPECIAL OR EXEMPLARY DAMAGES OR FOR LOSS OF REVENUE OR ANTICIPATED PROFITS.

Article 24 - Governmental Regulations and Restrictions

24.01 **Federal Right to Reclaim.** In the event a United States governmental agency shall demand and take over the entire facilities of the Airport or the portion thereof wherein the Premises are located, for public purposes, for a period more than ninety (90) consecutive days then this Agreement shall hereupon terminate, and Authority shall be released and fully discharged from all liability hereunder. In the event of such termination, Lessee's obligation to pay rent shall cease upon such government agency takes over, however, nothing herein shall be construed as otherwise relieving Lessee from any of its liabilities relating to events or claims of any kind whatsoever prior to this termination.

24.02 Federal Review. Lessee acknowledges this Agreement may be subject to review or inspection by the FAA to determine satisfactory compliance with federal law or grant assurances and agrees that this Agreement shall be in full force and effect and binding upon both parties pending such review or inspection by the FAA, if applicable; provided, however, that upon such review or inspection all parties hereto agree to modify any of the terms of this Agreement which shall be determined by the FAA to be in violation of existing laws, regulations, grant assurances or other requirements.

24.03 Authority Tax Assessment Right. None of the terms, covenants and conditions of this Agreement shall in any way be construed as a release or waiver on the part of Authority, as a political subdivision of the State of Florida, or any of the public officials of Authority, City of Sarasota, Sarasota County, Florida, or Manatee County, Florida, of the right to assess, levy, and collect any ad valorem, non-ad valorem, license, personal, intangible, occupation, or other tax which shall be lawfully imposed on the Premises, the business or property of Lessee.

24.04 Height Restriction. Lessee expressly 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 to comply with Title 14, Part 77 of the Code of Federal Regulations, as now or hereafter amended.

24.05 Right of Flight. 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 Premises together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft now known or hereafter used, for navigation of or flight in the said airspace for landing on, taking off from, or operating on the Airport.

24.06 Operation of Airport. Lessee expressly agrees for itself, its sublessees, successors and assigns to prevent any use of the Premises that would interfere with or adversely affect the operation, maintenance or development of the Airport, or otherwise constitute an Airport hazard; provided that the operation of the Premises for the uses permitted under this Agreement in accordance with the terms and conditions of this Agreement and the Minimum Standards shall not be deemed to interfere with or adversely affect the operation, maintenance or development of the Airport or otherwise constitute an Airport hazard.

24.07 Release. Lessee acknowledges that noise and vibration are inherent to the operation of Airport and hereby releases Authority from all liability relating to the same.

24.08 Nonexclusive Rights. Notwithstanding any provision of this Agreement to the contrary, Lessee understands and agrees that the rights granted under this Agreement are nonexclusive, other than the exclusive right of use of the Premises, and that Authority may grant similar privileges to another Lessee or other Lessees on other parts of the Airport.

24.09 Hazardous Wildlife Attractants. Lessee acknowledges that water detention and retention areas are considered wildlife attractants and shall request the approval of Authority prior to constructing a water detention or retention area within the Premises. If approved by Authority, water detention or retention areas shall follow the siting, design, and construction requirements of the Authority. Lessee

further agrees to comply with the provisions of Federal Aviation Administration Advisory Circular No. 150/5200-338, as now or hereafter amended, as such circular is interpreted by the Authority.

24.10 Subordination to Federal Agreements. This Agreement shall be subject and subordinate to all the terms and conditions of any instrument and documents under which Authority acquired the land or improvements thereon, of which the Premises are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Lessee understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

Article 25 – Non-Discrimination

25.01 Non-Discrimination in Authority Contracts. Lessee warrants and represents to Authority that all its employees are treated equally during employment without regard to race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information. Lessee has submitted to Authority a copy of its non-discrimination policy, which is consistent with the above, as contained in Resolution R-2014-1421, as may be amended, or in the alternative, if Lessee does not have a written non-discrimination policy, it has acknowledged through a signed statement provided to Authority affirming their non-discrimination policy conforms to R-2014-1421, as may be amended.

25.02 Federal Non-Discrimination Covenants.

- (A) Lessee, for its 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) In the event facilities are constructed, maintained, or otherwise operated on the Premises 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, Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the nondiscrimination acts and regulations listed in the Nondiscrimination Authorities (as hereinafter defined), as may be amended, such that no person on the grounds of race, color, national origin, gender, religion, or age will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 - (2) No person on the ground of race, color, national origin, gender, religion, or age will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Authority property, including, but not limited to, the Premises.

- (3) In the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person on the ground of race, color, national origin, gender, religion, or age will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
 - (4) Lessee will use the Premises in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Authorities.
- (B) In the event of breach of any of the above nondiscrimination covenants, Authority shall have the right to terminate this Agreement and to enter, re-enter, and repossess the Premises, and hold the same as if this Agreement had never been made or issued. This Agreement shall not be terminated pursuant to this paragraph until the procedures of 49 CFR Part 21 are followed and completed, including, the exercise or expiration of appeal rights.
- (C) For purposes of this Article, the term "Non-Discrimination Authorities" includes, but is not limited to, the non-discrimination statutes, regulations and authorities listed in Appendix "E" of Appendix "4" of FAA Order 1400.11, Non-discrimination in Federally Assisted Programs at the Federal Aviation Administration, as may be amended.

Article 26 - Failure of Utility Systems

Authority shall not be responsible or liable to Lessee for any claims for compensation or any losses, damages or injury whatsoever sustained by Lessee including, but not limited to, those resulting from failure of any water supply, heat, air conditioning, electrical current, or sewerage or drainage facility, or caused by natural physical conditions on the Premises, whether on the surface or underground, including stability, moving, shifting, settlement of ground, or displacement of materials by fire, water, windstorm, tornado, hurricane, act of God or state of war, civilian commotion or riot, or any cause beyond the control of Authority. All personal property placed on or moved on to the Premises shall be at the sole risk of Lessee and Authority shall not be liable for any loss or damage thereto, except to the extent such loss or damage was caused by the negligence of the Authority, as limited or otherwise affected by Article 768.28, Florida Statutes. Authority shall not be liable for any damage or loss of any personal property placed or moved on to the Premises.

Article 27 - Subordination to Bond Resolution

From time to time the Authority may participate in obtaining financing through the issuance of bonds whereby a bond resolution is adopted ("Bond Resolution.") Authority reserves the right to enter such bond financing. When this occurs, the lands of the Authority may be pledged or assigned to support the financing transaction. This Agreement and all rights granted to Lessee hereunder are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation or assignment made by Authority in the Bond Resolution, and Authority and Lessee agree that to the extent permitted by authorizing legislation, the holders of the Bonds or their designated representatives shall exercise any

and all rights of Authority hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by Lessee and Authority with the terms and provisions of this Agreement and Bond Resolution.

Article 28 - Waiver of Jury Trial

The parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of, or in any way connected with, this Agreement, the relationship of Authority and Lessee, Lessee's use, or occupancy of the Premises and/or building, and/or claim or injury or damage. In the event Authority commences any proceeding to enforce this Agreement or Authority/Lessee relationship between the parties or for nonpayment of rent (of any nature whatsoever) or additional monies due Authority from Lessee under this Agreement, Lessee will not interpose any counterclaim of whatever nature or description in any such proceedings. In the event Lessee must, because of applicable court rules, interpose any counterclaim or other claim against Authority in such proceedings, Authority and Lessee covenant and agree that, in addition to any other lawful remedy of Authority, upon motion of Authority, such counterclaim or other claim asserted by Lessee shall be severed out of the proceedings instituted by Authority and the proceedings instituted by Authority may proceed to final judgement in the Circuit Court of the 12th Judicial Circuit separately and apart from and without consolidation with or reference to the status of each counterclaim or any other claim asserted by Lessee.

Article 29 - Miscellaneous

29.01 Force Majeure. Any delay in or a failure of performance by Lessee in the performance of its obligation under this Agreement to construct the Required Improvements shall not constitute a default under this Agreement to the extent that such delay or failure of performance could not be prevented by Lessee's exercise of reasonable diligence and results from: (a) acts of God, (b) fire or other casualty, (c) war, (d) public disturbance, (e) failure of the Authority, FAA or other governmental entity with oversight over the Premises to issue or deliver any permit, license or consent needed for the construction of the Required Improvements through no fault, delay, action, or inaction of Lessee, (f) and/or strikes or other labor disturbances or material/supply shortages affecting the Sarasota/Manatee area not attributable to the failure of Lessee to perform its obligations under any applicable labor contract or law and directly and adversely affecting Lessee (any, a "Force Majeure Event"). In no event shall the inability to obtain financing be deemed to be a Force Majeure Event.

29.02 Waiver. The failure of Authority to insist on a strict performance of any of the agreements, terms, covenants, and conditions hereof shall not be deemed a waiver of any rights or remedies that Authority may have for any subsequent breach, default, or non-performance, and Authority's right to insist on strict performance of this Agreement shall not be affected by any previous waiver or course of dealing.

29.03 Easement. Nothing in this Agreement shall impair any existing utility easements, nor impair the Authority's right of access to any existing utility lines. Authority reserves the right to grant utility easements, licenses, and rights-of way to others over, under, though, across, or on the Premises if

the grant or the use of any easement, license, or right of way issued by Authority interferes with Lessee's existing operations, or any planned or ongoing construction approved by Authority as required by this Agreement, or reduces the value of the Required Improvements approved by Authority as required herein, Authority shall reimburse Lessee in a timely manner for any direct costs incurred by Lessee specifically attributable thereto, which costs shall not include any time or overhead charges attributable to Lessee. Lessee shall furnish Authority with original source documentation of said direct costs, which documentation shall be used by Authority and Lessee as the sole means to determine the amount of reimbursement due.

29.04 Independent Contractor. Lessee or any successor in interest to this Agreement, is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and Authority shall in no way be responsible therefor.

29.05 Governmental Authority. Nothing in this Agreement shall be construed to waive or limit the Authority's governmental authority as a body politic of the State of Florida to regulate Lessee or its operations. The Authority's obligations under this Agreement are made in a proprietary capacity rather than in a governmental capacity and such agreements shall not be construed as limiting, prohibiting or eliminating the obligation of the parties to comply with all applicable rules, regulations, ordinances, statutes and laws, nor alter or impair the Authority's governmental functions, including, but not limited to, the Authority's right to lawfully exercise its regulatory authority over the development of the Premises, nor as enabling, permitting, or creating any cause of action or claim arising out of the lawful exercise of the Authority's governmental authority.

29.06 Consent and Action. Whenever this Agreement calls for an approval, consent or authorization by the Authority or Authority, such approval, consent, or authorization shall be evidenced by the written approval of the CEO/President or his or her designee. In the event this Agreement is silent as to the standard for any consent, approval, determination, or similar discretionary action, the standard shall be at the reasonable discretion of Authority or Authority.

29.07 Rights Reserved to the Authority. All rights not specifically granted Lessee by this Agreement are reserved to Authority.

29.08 Invalidity of Clauses. The invalidity of any portion, article, paragraph, provision, clause, or any portion thereof of this Agreement shall have no effect upon the validity of any other part or portion hereof.

29.09 Governing Law. This Agreement shall be governed by and in accordance with the laws of the State of Florida.

29.10 Venue. Venue in any action or proceeding in connection with this Agreement shall be filed and held in a State court of competent jurisdiction located in Sarasota or Manatee County, Florida.

29.11 Notices. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand

delivered by messenger, courier service or overnight mail, or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or overnight mail, or if mailed, upon the date which the return receipt is signed or delivery is refused, or the notice designated by the postal authorities as non-deliverable. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

Authority:

Chief Executive Officer
Sarasota Manatee Airport Authority
Sarasota Bradenton International Airport
6000 Airport Circle
Sarasota, FL, 34243

With a copy to:

Properties Department
Sarasota Manatee Airport Authority
Sarasota Bradenton International Airport
6000 Airport Circle
Sarasota, FL, 34243

Lessee:

Patrick Britton-Harr
President & CEO
AeroVanti Hangar, LLC
8191 N. Tamiami Trail
Sarasota, Florida 34243

With a copy to:

Steven Leitess, Esq.
Senior Partner
Silverman Thompson Slutkin White LLC
400 East Pratt Street, Suite 900
Baltimore, Maryland 21202

Any party may from time to time change the address to which notice under this Agreement shall be given such party, upon ten (10) days prior written notice to the other party.

29.12 Paragraph Headings. The heading of the various articles and Articles of this Agreement, and its Table of Contents, are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

29.13 No Recording. Neither this Agreement, nor any memorandum or short form hereof, shall be recorded in the Public Records of Authority without the Authority's consent. Notwithstanding the foregoing, the Authority hereby consents to the recording at Lessee's expense of a Memorandum of Agreement in a form substantially like the one attached hereto as Exhibit C.

29.14 Binding Effect. The terms, conditions and covenants of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors, assigns and sublessees, if any. This provision shall not constitute a waiver of any conditions against assignment or subletting.

29.15 Construction. No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. If any Article, paragraph, sentence, clause, or provision hereof, shall be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

29.16 No Broker. Lessee represents and warrants that Lessee has not dealt with any real estate salesperson, agent, finder, or broker in connection with this Agreement and further agrees to indemnify, defend, and hold harmless Authority from and against any claims or demands of any such salesperson, agent, finder, or broker claiming to have dealt with Lessee. The foregoing indemnification shall include all costs, expenses, and fees, including reasonable attorney's fees at trial and all appellate levels, expended, or incurred in the defense of any such claim or demand.

29.17 Public Entity Crimes. As provided in Article 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Lessee certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Authority of Management Services within the thirty-six (36) months immediately preceding the effective date hereof. This notice is required by Article 287.133(3)(a), Florida Statutes.

29.18 Scrutinized Companies. As provided in Article 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Lessee certifies that it, its affiliates, suppliers, subcontractors and consultants who perform hereunder, have not been placed on the Scrutinized Companies Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Article 215.473, Florida Statutes, or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to Article 215.4725, Florida Statutes, or is engaged in business operations in Cuba or Syria. If Authority determines, using credible information available to the public, that a false certification has been submitted by Lessee, this Agreement may be terminated and a civil penalty equal to the greater of Two Million Dollars (\$2,000,000) or twice the amount of this Agreement shall be imposed, pursuant to Article 287.135, Florida Statutes.

29.19 Budgetary Funding. Any obligations of Authority that require financial funding are subject to and contingent upon annual budgetary funding and appropriations by the Sarasota Manatee Airport Authority Board.

29.20 Entirety of Agreement. The parties agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered except by written instrument executed by the parties hereto.

29.21 Incorporation by References. Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Agreement by such reference.

29.22 Radon. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from Authority's public health unit.

29.23 No Third-Party Beneficiaries. No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including, but not limited to, any citizen or employees of Authority and/or Lessee.

29.24 Time of the Essence. Time is of the essence of this Agreement; and in case Lessee shall fail to perform the covenants or conditions on its part to be performed at the time fixed for the performance of such respective covenants or conditions by the provisions of this Agreement, Authority may declare Lessee to be in default of such Agreement.

29.25 Survival. Notwithstanding any early termination of this Agreement, Lessee shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon Lessee hereunder arising prior to the date of such termination.

29.26 Rights Reserved. Rights not specifically granted to Lessee by this Agreement are expressly and independently reserved to Authority. Authority expressly reserves the right to prevent any use of the described Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard.

29.27 Rent a Separate Covenant. Lessee shall not for any reason withhold or reduce Lessee's required payments of rent and other charges provided in this Agreement, it being expressly understood and agreed by the parties that the payment of rent and additional rent is a covenant by Lessee that is independent of the other covenants of the parties hereunder,

29.28 Corporate Tenancy. If Lessee is a corporation or other organizational entity, the undersigned officer of Lessee hereby warrants and certifies to Authority that Lessee is an entity in good standing and is authorized to do business in the State of Florida and shall provide proof of good standing to Authority. The undersigned officer of Lessee hereby further warrants and certifies to Authority that he or she, as such officer, is authorized and empowered to bind the entity to the terms of this Agreement by his or her signature thereto. Authority, before it accepts and delivers this Agreement, shall require Lessee to supply it with a Sworn Statement on Public Entity Crimes, attached hereto and incorporated herein as Exhibit B, and a certified copy of the entity resolution authorizing the execution of this Agreement by Lessee.

{Continued on next page}.

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

Approved to Form and Legal Sufficiency
for Sarasota Manatee Airport Authority.

SARASOTA MANATEE AIRPORT AUTHORITY,
a Body Politic and Corporate Existing Under
the Laws of the State of Florida

Signature

Name

Title

Date

Signature

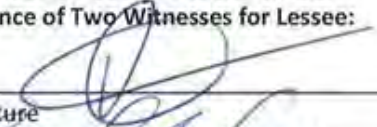
Name

Title

Date

Signed, Sealed, and Delivered in the
Presence of Two Witnesses for Lessee:

AEROVANTI HANGAR, LLC




Signature
Ronald Anderson

Name
VP Property, S&A

Title
3/3/2023

Date



Signature
Katrice Britton-Hess

Name
Founder & CEO

Title
3/13/23

Date

Signature

Name

Title

Date

Seal

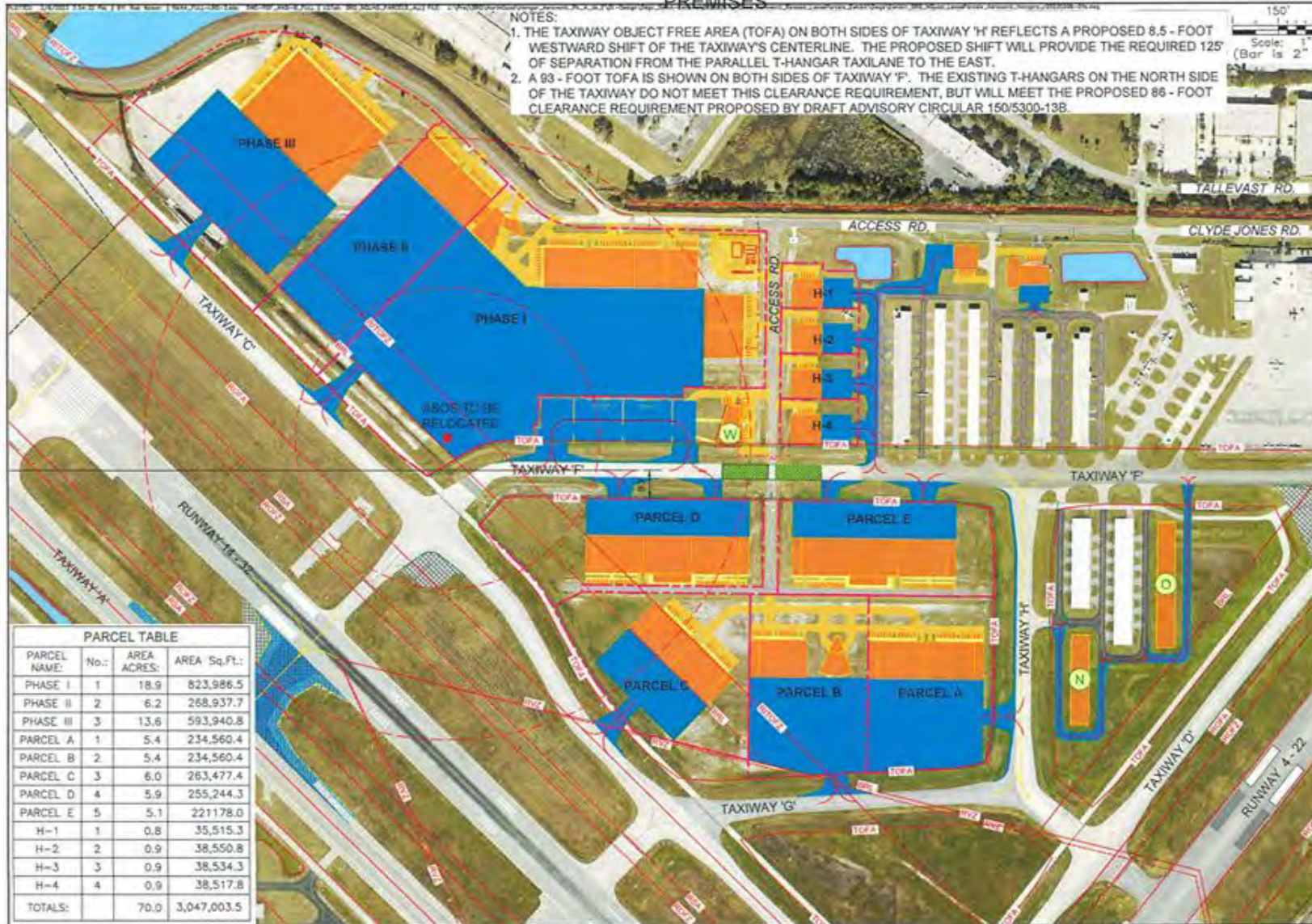
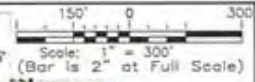
**EXHIBIT A-1
PREMISES**

SMAA03102023


54

EXHIBIT A-1 PREMISES

- NOTES:
1. THE TAXIWAY OBJECT FREE AREA (TOFA) ON BOTH SIDES OF TAXIWAY 'H' REFLECTS A PROPOSED 8.5 - FOOT WESTWARD SHIFT OF THE TAXIWAY'S CENTERLINE. THE PROPOSED SHIFT WILL PROVIDE THE REQUIRED 125' OF SEPARATION FROM THE PARALLEL T-HANGAR TAXILANE TO THE EAST.
 2. A 93 - FOOT TOFA IS SHOWN ON BOTH SIDES OF TAXIWAY 'P'. THE EXISTING T-HANGARS ON THE NORTH SIDE OF THE TAXIWAY DO NOT MEET THIS CLEARANCE REQUIREMENT, BUT WILL MEET THE PROPOSED 86 - FOOT CLEARANCE REQUIREMENT PROPOSED BY DRAFT ADVISORY CIRCULAR 150/5300-13B.



PARCEL TABLE			
PARCEL NAME:	No.:	AREA ACRES:	AREA Sq.Ft.:
PHASE I	1	18.9	823,986.5
PHASE II	2	6.2	268,937.7
PHASE III	3	13.6	593,940.8
PARCEL A	1	5.4	234,560.4
PARCEL B	2	5.4	234,560.4
PARCEL C	3	6.0	263,477.4
PARCEL D	4	5.9	255,244.3
PARCEL E	5	5.1	221,178.0
H-1	1	0.8	35,515.3
H-2	2	0.9	38,550.8
H-3	3	0.9	38,534.3
H-4	4	0.9	38,517.8
TOTALS:		70.0	3,047,003.5


 SARASOTA BRADENTON INTERNATIONAL AIRPORT AUTHORITY
 8605 Airport Circle
 Sarasota, FL 34243

NORTH QUADRANT DEVELOPMENT OVERLAY BUILD - OUT
 SARASOTA BRADENTON INTERNATIONAL AIRPORT

FIGURE

EXHIBIT A-2
NON-EXCLUSIVE OFFSITE STORMWATER DRAINAGE

SMAA03102023

55

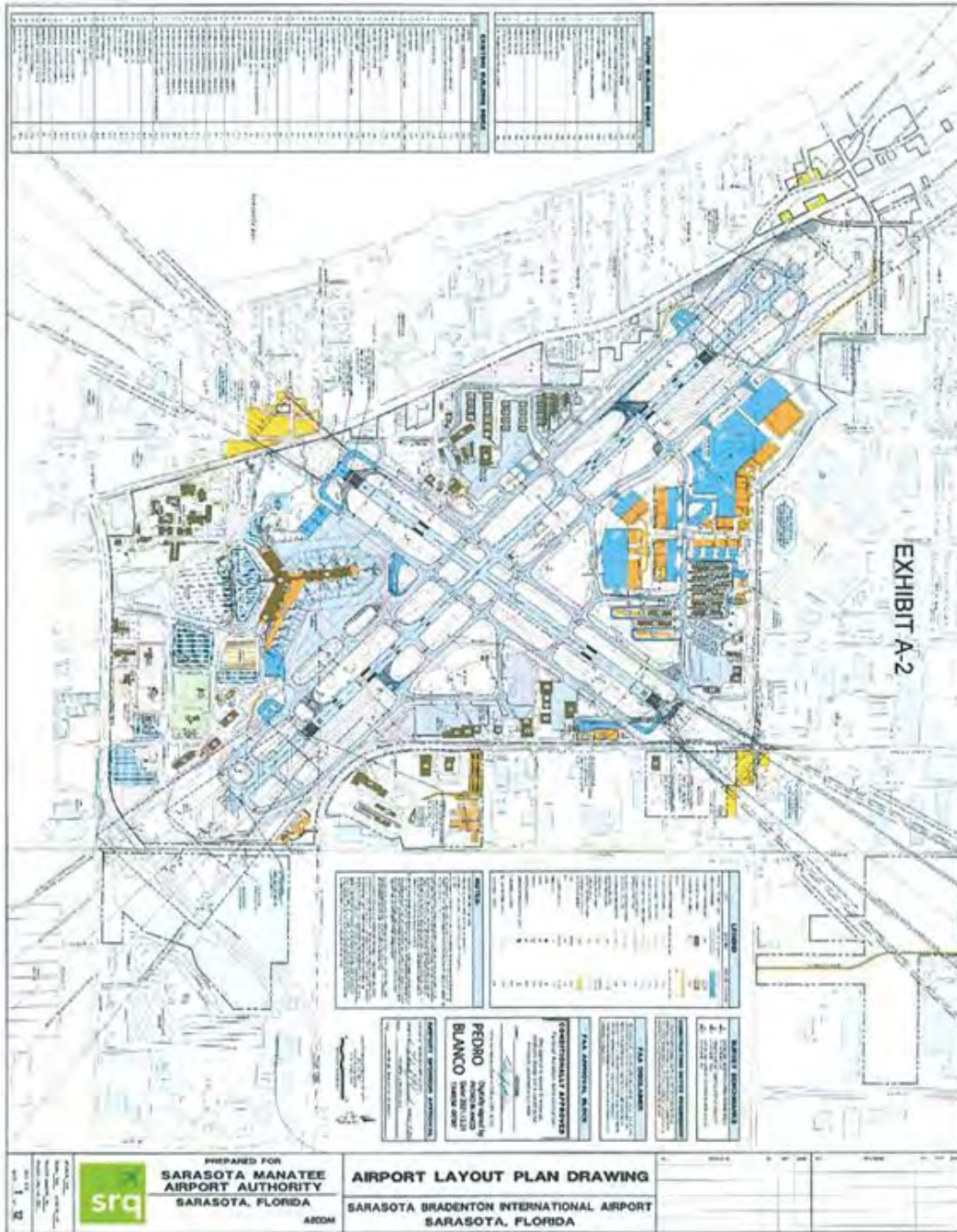


EXHIBIT B

SWORN STATEMENT PURSUANT TO ARTICLE 287.122(3)(A) FLORIDA STATUTE, PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

- 1. This sworn statement is submitted to SARASOTA MANATEE AIRPORT AUTHORITY
 by: Patricia Britton-Hess
 (print individual's name and title)
 for: Academi
 (print name of entity submitting sworn statement)
 whose business address is: 2 Compermbe St
Annales MD 21401

and, (if applicable) its Federal Employer Identification Number (FEIN) is _____
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement) _____

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services, any Agreement for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, because of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - (1) A predecessor or successor of a person convicted of a public entity crime; or
 - (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months is considered an affiliate.
- 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes

SMAA03102023

57

those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

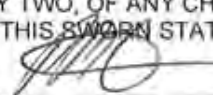
- 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate by placing a check (☐) in front of the appropriate statement. **(Check only one statement)**)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity was charged with and convicted of a public entity crime after July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity was charged with and convicted of a public entity crime after July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity was charged with and convicted of a public entity crime after July 1, 1989. However, there was a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings, and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of final order)

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



 (Signature) 3/17/23
 Patricia Britton-Mann (Date)

 (Printed Name)

STATE OF _____
 COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2021 by _____ who is personally known to me or has produced _____ as identification.

 Signature of Notary Public

 Printed Name of Notary Public

**EXHIBIT C
MEMORANDUM OF AGREEMENT**

UPON RECORDING RETURN TO:

MEMORANDUM OF AGREEMENT

**STATE OF FLORIDA
COUNTY OF MANATEE**

This MEMORANDUM OF AGREEMENT (this "Memorandum"), dated as of the ____ day of _____, 2022, is made by and between the Sarasota Manatee Airport Authority, a body politic and corporate existing under the laws of the State of Florida ("Authority"), and _____ a limited liability company organized under the laws of the State of Florida, ("Lessee").

WITNESSETH:

The Authority as lessor and the Lessee as lessee have entered into a Development and Operating Agreement dated _____ 2023 (the "Agreement") with respect to certain real property as described therein, being a total of approximately 5.4 acres of land more or less, being located at Sarasota Bradenton International Airport as more fully described on Exhibit "A-1" attached hereto and by this reference made a part hereof (the "Property");

1. Said Agreement sets forth the above names of the parties thereto, together with their respective addresses as set forth hereinbelow.
2. The Term of said Agreement is twenty (20) years from the Commencement Date as defined the in the Agreement and shall thereafter be subject to one possible and conditional further extension of ten (10) years.
3. This Memorandum of Agreement is automatically terminated and of no further force or effect as of the Expiration Date of this Agreement.
4. The purpose of this Memorandum of Agreement is to give constructive notice of the Agreement and of all terms, conditions, and provisions thereof to the same extent as if said Agreement was fully set forth herein.

(Continued on next page).

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed as of the day and year first above written, for the purpose of providing an instrument for recording in the Manatee County, Florida Public Records.

Signed, sealed, and delivered in the presence of:

LANDLORD

ATTEST:

SARASOTA MANATEE AIRPORT AUTHORITY, a body politic and corporate existing under the laws of the State of Florida

By: _____

By: _____

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
General Counsel

By: _____
President & CEO

NOTARIAL ACKNOWLEDGMENT AS TO AUTHORITY:

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____, 2022 by _____ (name) as _____ (title) of Sarasota Manatee Airport Authority, a body politic and corporate existing under the laws of the State of Florida who is personally known to me or who has produced _____ (type of identification) as identification.

Signature - NOTARY PUBLIC
STATE OF FLORIDA AT LARGE


(Name typed, printed, or stamped)

(Serial number, if any)

NOTARY SEAL

(Continued on next page).

AEROVANTI HANGAR, LLC

By: 
Name: Patrick Britton-Harr
Title: Founder & CEO

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 2022 by _____ (name) as _____ (title) of Aerovanti Hangar, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced _____ (type of identification) as identification.

Signature - NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

(Name typed, printed, or stamped)

(Serial number, if any)

NOTARY SEAL

AGENDA ITEM NO. 6.1

SARASOTA MANATEE AIRPORT AUTHORITY
MARCH 27, 2023 MEETING
STAFF NARRATIVE

**REQUEST FOR APPROVAL: CONSTRUCTION CONTRACT AWARD TO MAGNUM BUILDERS OF SARASOTA, INC.
FOR THE ASOS RELOCATION PROJECT**

EXECUTIVE SUMMARY: One bid was received for the Automated Surface Observing System (ASOS) Relocation project on March 3, 2023. The bid was evaluated by Airport Staff, and the bid was determined to be responsive. The bid submitted by Magnum Builders of Sarasota, Inc. with a base bid amount of \$471,272.00 was determined to be the low responsive bid. Staff is recommending approval of the base for a total construction cost of \$471,272.00.

NARRATIVE: The existing ASOS is located in the North Quadrant of the airfield and is in conflict with proposed developments within the North Quad area. The ASOS Relocation project will relocate the existing ASOS tower, sensors, generator, fuel tanks and electrical equipment to a new location located in the southern area of the airfield near the ASR. The proposed project will install new foundations, access roadways, electrical equipment, and relocate the existing ASOS equipment as described above.

The contract allows a 120-calendar day duration for the project completion. The project design was prepared by FAA, and construction will be managed by airport staff.

Staff evaluated the one (1) bid received and determined that it was responsive. The one bid was evaluated by FAA design staff, and they found the costs were similar to other recent bids on ASOS relocation projects. Therefore, staff recommends award of the project to the responsive bidder with a price of \$471,272.00 for the base bid. This project is being reimbursed through Passenger Facility Charges (PFC) and must be relocated to allow the North Quad Development projects to proceed.

RECOMMENDATION: It is hereby recommended that the Board authorize the Chairman to execute a construction contract with Magnum Builders of Sarasota, LLC, in the amount up to \$471,272.00 with a 10% contingency for a total budget of \$518,400.00.

ATTACHMENTS: Staff's letter of recommendation for the low, responsive bidder
Bid Tabulation
Attorney's letter of review and concurrence



SARASOTA MANATEE AIRPORT AUTHORITY

6000 Airport Circle
Sarasota, Florida 34243-2105
telephone (941) 359-2770
srq-airport.com

March 7, 2023

**RE: SARASOTA BRADENTON INTERNATIONAL AIRPORT
RECOMMENDATION OF AWARD, ASOS RELOCATION PROJECT**

Staff reviewed the bid received on March 3, 2023, for the ASOS Relocation Project. The Bidder's Checklist summarizing staff's review of the bid documents is attached.

Only one bid was received from Magnum Builders of Sarasota, Inc. in the amount of \$471,272.00. Their bid was found to be regular and responsive.

Staff does not typically recommend bids with only a single bidder, however, the relocation of the ASOS is critical for development within the North Quad Area, and Magnum Builders has performed well on past airport projects.

Therefore, staff recommends awarding the bid to Magnum Builders of Sarasota, Inc.

Sincerely,

A handwritten signature in black ink, appearing to read 'K D B', with a long horizontal line extending to the right.

Kent D. Bontrager, A.A.E., P.E.
Senior Vice President, Engineering, Planning & Facilities

KDB/et
Attachments

BIDDER'S CHECKLIST			
SUBMITTALS		Magnum Builders	
Sealed Envelope and Firm Name		X	
Contractor Information Filled In	(Page A-1)	x	
Addenda Received	(Page A-2)	X (Addendum 3 submitted after bids opened)	
Bid Submittal Form, Signed	(Page A-2)	x	
Bid Price Form, Signed	(Page A-3)	x	
Proposal Form	(Page A-4)	x	
Bid Bond	(Page A-5)	x	
E-Verification Certifications, Signed	(Page A-17)	x	
Work by Subcontractors, Completed	(Page A-20)	x	
Work by Subcontractors, Signed	(Page A-20)	x	
Prime Contractor Work, Completed	(Page A-21)	x	
Prime Contractor Work, Signed	(Page A-21)	x	
Qualification of Bidder	(Section 20-02)	x	
Total Base Bid:		\$471,272.00	



Charles D. (Dan) Bailey, Jr.
Attorney at Law
dbailey@williamsparke.com
T: (941) 329-6609
F: (941) 954-3172

March 16, 2023

Kent Bontrager, P.E.
Sr. Vice President of Engineering, Planning & Facilities
Sarasota Manatee Airport Authority
6000 Airport Circle
Sarasota, FL 34243

Re: **Automated Surface Observing System Relocation
Bid Review/Contract Award Recommendation**

Dear Kent:

You have solicited my review and recommendation regarding the bid received on March 3, 2023, for the above-referenced project involving the relocation of the Automated Surface Observing System ("ASOS"). In that connection, the Sarasota Manatee Airport Authority ("Authority") duly issued a notice to bidders in response to which Magnum Builders of Sarasota, Inc. was the sole bidder, submitting a base bid of \$471,272.00. I have also reviewed the March 13, 2023 email from Mateus Vasconcelos, Civil Engineer with the Federal Aviation Administration ("FAA") who observed that the Magnum bid is in line with the average costs of other ASOS relocation projects since the end of the pandemic. Under these conditions, I conclude that Magnum is the sole, and therefore the lowest, responsible bidder. Accordingly, it is my recommendation that Magnum Builders of Sarasota, Inc. be awarded the contract based on its bid of \$471,272.00.

Respectfully submitted,

Charles D. (Dan) Bailey, Jr.
For the Firm
7731162.v1

WilliamsParker.com
200 South Orange Avenue Sarasota, Florida 34236

AGENDA ITEM NO. 6.2

SARASOTA MANATEE AIRPORT AUTHORITY
MARCH 27, 2023 MEETING
STAFF NARRATIVE

REQUEST FOR APPROVAL: CONSTRUCTION PHASE PROFESSIONAL SERVICES CONTRACT WITH GRESHAM SMITH FOR TERMINAL EXPANSION PROJECT

EXECUTIVE SUMMARY: The Terminal Expansion Project will add an additional five (5) gates, new concessions, new security checkpoint, expand and upgrade escalators, expand curbside roadway, and declutter Concourse B. Gresham Smith designed the Terminal Expansion project, and a Construction Manager at Risk (CMAR) was selected for this project. Gresham Smith will provide construction phase services to support the construction. The fee for the Construction Phase Services is \$3,321,825.55.

NARRATIVE: With the significant increases in airline traffic, an expansion of the terminal is required to maintain good level of service for passengers. The Terminal Concourse B will be renovated to increase holdroom areas, improve concession spaces, increase queuing space at each gate, add an additional escalator at both the ticket and baggage wings, and expand ticket counters. The new Ground Boarding Facility will add an additional five (5) gates at the east of the existing terminal, upgrade the existing central energy plant, relocate existing utilities, prepare a concept level plan for connection to future Concourse A, and coordinate drawings with the Construction Manager at Risk.

Gresham Smith will provide the construction phase services throughout the 730-calendar day construction duration at a negotiated, Not-to-Exceed cost of \$3,321,825.55. The fee was independently verified through an independent fee estimate and will be partially funded through FAA and FDOT grants for the project. This cost is 3.3 % of the construction cost and is well within the IFE.

RECOMMENDATION: It is hereby recommended that the Board authorize the Chairman to execute a construction phase services contract with Gresham Smith for the Not-to-Exceed amount of \$3,321,825.55, with a 10% contingency for a total budget of \$3,654,008.00.

ATTACHMENTS: Contract, scope & fee

**FIFTEENTH AMENDMENT
TO
CONTRACT FOR DESIGN PHASE SERVICES
FOR THE
TERMINAL EXPANSION PROJECT
BETWEEN
THE SARASOTA MANATEE AIRPORT AUTHORITY
AND
GRESHAM SMITH**

Additional Services: Construction Phase Services

This Amendment entered into this ____ day of _____, 2023, by and between the Sarasota Manatee Airport Authority, hereinafter referred to as the "AUTHORITY", and Gresham Smith (hereinafter, referred to as "the Consultant", 302 Knights Run Ave., Suite 900, Tampa, FL, 33602). The Contract is effective on the date of execution by the Authority.

WITNESSETH

WHEREAS, the AUTHORITY has entered into an Agreement for Professional Design Services for the Terminal Expansion Project, dated December 20, 2021; and

WHEREAS, the AUTHORITY has entered into an Agreement for Professional Design Services to provide Design Support for Escalator Replacement, dated February 9, 2022; and

WHEREAS, the AUTHORITY has entered into an Agreement for Professional Design Services to provide Design Support for a Hydrant Fueling System, dated April 13, 2022; and

WHEREAS, the AUTHORITY has entered into an Agreement for Professional Design Services to provide Digital Scanning, Concourse B Restroom Reconfiguration, Stair at B-11, dated April 27, 2022; and

WHEREAS, the AUTHORITY has entered into an Agreement for Professional Design Services to provide Construction Cost Consulting, dated May 9, 2022; and

WHEREAS, the AUTHORITY has entered into an Agreement for Professional Design Services to provide Terminal Fire Alarm Replacement, dated May 31, 2022; and

WHEREAS, the AUTHORITY has entered into an Agreement for Professional Design Services to provide Landscape Design Services, dated June 10, 2022; and

WHEREAS, the AUTHORITY has entered into an Agreement for Professional Design Services to provide Site Contamination Investigation, dated July 20, 2022; and

WHEREAS, the AUTHORITY has entered into an Agreement for Professional Design Services to provide Curbside Improvement Civil/Structural Design Services, dated July 20, 2022; and

WHEREAS, the AUTHORITY has entered into an Agreement for Professional Design Services to provide a Concessions Program, dated July 20, 2022; and

WHEREAS, the AUTHORITY has entered into an Agreement for Professional Design Services to provide a Hydrant Fuel System, dated July 27, 2022; and

WHEREAS, the AUTHORITY has entered into an Agreement for Professional Design Services to provide a CEP Chiller Room Expansion Design, dated August 25, 2022; and

WHEREAS, the AUTHORITY has entered into an Agreement for Professional Design Services to provide a Contamination Remedial Work Plan, dated September 13, 2022; and

WHEREAS, the AUTHORITY has entered into an Agreement for Professional Design Services to provide Hydrant Fuel System Cathodic Protection, and WP-3 Site Development Review, dated February 9, 2023; and

WHEREAS, the AUTHORITY has entered into an Agreement for Professional Design Services to provide a WP-5 GBF Asbestos Survey Report, dated February 28, 2023; and

WHEREAS, it is the intent of the AUTHORITY and the CONSULTANT to amend the Scope of Services to provide Construction Phase Services as noted on Attachment "A";

NOW, THEREFORE, in consideration of the foregoing and the covenants hereinafter contained, it is agreed as follows:

1. Incorporation of Prior Documents: The Agreement for Professional Design Services, dated December 20, 2021, is made a part hereof by reference and hereinafter collectively referred to as the "Agreement."
2. Incorporation of Prior Documents: The Agreement for Professional Design Services, dated February 9, 2022, is made a part hereof by reference and hereinafter collectively referred to as the "Agreement."
3. Incorporation of Prior Documents: The Agreement for Professional Design Services, dated April 13, 2022, is made a part hereof by reference and hereinafter collectively referred to as the "Agreement."
4. Incorporation of Prior Documents: The Agreement for Professional Design Services, dated April 27, 2022, is made a part hereof by reference and hereinafter collectively referred to as the "Agreement."
5. Incorporation of Prior Documents: The Agreement for Professional Design Services, dated May 9, 2022, is made a part hereof by reference and hereinafter collectively referred to as the "Agreement."
6. Incorporation of Prior Documents: The Agreement for Professional Design Services, dated May 31, 2022, is made a part hereof by reference and hereinafter collectively referred to as the "Agreement."
7. Incorporation of Prior Documents: The Agreement for Professional Design Services, dated June 10, 2022, is made a part hereof by reference and hereinafter collectively referred to as the "Agreement."
8. Incorporation of Prior Documents: The Agreement for Professional Design Services, dated July 20, 2022, is made a part hereof by reference and hereinafter collectively referred to as the "Agreement."

9. Incorporation of Prior Documents: The Agreement for Professional Design Services, dated July 27, 2022, is made a part hereof by reference and hereinafter collectively referred to as the "Agreement."
10. Incorporation of Prior Documents: The Agreement for Professional Design Services, dated August 25, 2022, is made a part hereof by reference and hereinafter collectively referred to as the "Agreement."
11. Incorporation of Prior Documents: The Agreement for Professional Design Services, dated September 13, 2022, is made a part hereof by reference and hereinafter collectively referred to as the "Agreement."
12. Incorporation of Prior Documents: The Agreement for Professional Design Services, dated February 9, 2023, is made a part hereof by reference and hereinafter collectively referred to as the "Agreement."
13. Incorporation of Prior Documents: The Agreement for Professional Design Services, dated February 28, 2023, is made a part hereof by reference and hereinafter collectively referred to as the "Agreement."
14. Scope of Services: The scope and services are amended to incorporate the additional work set forth in Attachment "A" and is made a part hereof by reference and hereinafter collectively referred to as the "Agreement."
15. Compensation: The total amount of compensation for additional services as described in Attachment "A" is a **Not-To-Exceed amount of three million, three hundred twenty-one thousand, eight hundred twenty-five dollars and fifty-five cents (\$3,321,825.55)**.
16. Provision for Payment of Additional Services: Payment shall be in an amount equal to the estimated percentage of completion for that task during each billing period on the project times the lump sum fee established for that task.
17. Effect of Amendment: Except as expressly amended hereby, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Fifteenth Amendment to the Agreement for Design Phase Services has been executed in duplicate, by the respective parties hereto. A facsimile or electronic (including "pdf") copy of this Contract, and any amendments thereto, and any signatures thereon, shall be considered for all purposes as an original. Alternatively, such documents may be executed by electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

WARRANTY OF AUTHORITY: Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party.

WITNESSED:

SARASOTA MANATEE AIRPORT AUTHORITY

Signature: _____ Signature: _____

By: _____ By: _____
As: Chairman

WITNESSED:

GRESHAM SMITH

Signature: _____ Signature: _____

By: _____ By: Altan Cekin, AIA
As: Market Vice President

**FIFTEENTH AMENDMENT TO THE
DESIGN PHASE SERVICES AGREEMENT
BETWEEN
THE SARASOTA MANATEE AIRPORT AUTHORITY
Sarasota Bradenton International Airport
AND
GRESHAM SMITH**

FEE SUMMARY OF CHANGES

Original Contract (December 20, 2021)	\$ 4,542,933.77
Amend No. 1, Additional Services (February 2022)	\$ 16,400.00
Amend No. 2, Additional Services (April 2022)	\$ 71,600.00
Amend No. 3, Additional Services (April 2022)	\$ 131,737.04
Amend No. 4, Additional Services (May 2022)	\$ 59,171.73
Amend No. 5, Additional Services (May 2022)	\$ 110,700.00
Amend No. 6, Additional Services (June 2022)	\$ 30,341.00
Amend No. 7, Additional Services (July, 2022)	\$ 11,865.00
Amend No. 8, Additional Services (July 2022)	\$ 93,982.12
Amend No. 9, Additional Services (July, 2022)	\$ 122,700.00
Amend No. 10, Additional Services (July, 2022)	\$ 150,000.00
Amend No. 11, Additional Services (August, 2022)	\$ 47,878.00
Amend No. 12, Additional Services (September, 2022)	\$ 19,220.00
Amend No. 13, Additional Services (February, 2023)	\$ 67,160.00
Amend No. 14, Additional Services (February, 2023)	\$ 16,214.00
Amend No. 15, Additional Services (March, 2023)	\$ 3,321,825.55
TOTAL:	\$ 8,813,728.21



January 16, 2023 (Rev. Mar 15, 2023)

Kent D. Bontrager P.E.
Senior Vice President, Engineering, Planning & Facilities
Sarasota Manatee Airport Authority
Sarasota Bradenton International Airport
6000 Airport Circle
Sarasota, FL 34243

Subject: **Construction Contract Administration Scope**
SRQ Terminal Expansion Project
Sarasota Bradenton International Airport
Gresham Smith Project No. 45192.00

Dear Kent:

Gresham Smith (GS) is pleased to submit below scope of basic professional services for Construction Contract Administration (CCA) Scope of services for the Terminal Expansion project at Sarasota Bradenton International Airport.

Attachments:

- Exhibit A: Project Fee Proposal
- Exhibit B: Project Schedule provided by CMaR

Sincerely,

Matthew Wilson
Senior Architect

Copy John Wright - SMAA
Altan Cekin - GS

Genuine Ingenuity

FL Qualifier No. AR0013420
FL Registry No. RY3806

302 Knights Run Avenue
Suite 900
Tampa, FL 33602
813.251.6838
GreshamSmith.com



CONSTRUCTION CONTRACT ADMINISTRATION (CCA) SCOPE OF WORK:

Upon full execution of the Design Team Construction Contract Administration Services Agreement (or amendment), Gresham Smith will provide design team oversight, project management and architectural CCA services/tasks as defined below and the design team subconsultants will provide CCA services for each work package listed below and defined for each subconsultant in this scope of services narrative.

- Work Package 1 (WP-1 Escalator Replacement)
- Work Package 2 (WP-2 Hold-room Realignment)
- Work Package 3 (WP-3 Utilities Relocation)
- Work Package 5 (WP-5 Ground Boarding Facility)
- Work Package 6A (WP-6A Concourse B Improvements)
- Work Package 7 (WP-7 Fire Alarm Improvements)

CCA services will end when the Final Completion Certificates (or equivalent) for each of the work packages above are issued per attached schedule provided by CMaR (See attached Exhibit B). During this period, Consultants will provide Administration of the Construction Contract as set forth in the construction contract documents (hereafter referred to and defined as the "Contract Documents") between the Owner and the Contractor (CMaR). CCA Services, as proposed, are based on a 24-month construction schedule. Extension of the construction period beyond that threshold, and potential associated CCA services will be handled via additional services request/proposal submittal to the Authority. Services will be performed upon receiving written approval from the Authority.

PROJECT MANAGEMENT & ARCHITECTURAL SCOPE OF SERVICES (GS):

1. **BIM Design Model Exchanges:** Gresham Smith will provide design team model exchanges with CMaR via Newforma on an as-needed basis no more than once a month (fee associated with monthly effort is included). The model update will include revisions made during the course of Construction Contract Administration. CMaR will be responsible for maintaining the latest model updates with the subcontractor fabrication models. *It is assumed that CMaR will be facilitating Clash Detection at various intervals to ensure subcontractor fabrication models are coordinated.* Design Team scope of services do not include performance of clash detection or coordination between various subcontractor fabrication models.
2. **Clash Coordination Meetings:** Gresham Smith and sub-consultants will not attend clash coordination meetings in-person. Gresham Smith (not all design team members) will attend clash detection meetings on an as-needed basis, as requested by the CMaR to provide assistance from design team with resolving clashes which can't be resolved internally among the CMaR and subcontractors. (Limited to a total of twelve (12) virtual meetings, 2-hours in duration)

**Gresham
Smith**



- Revit model or design revisions requested by the CMAr, SMAA or stemming from attendance and/or clash resolutions discussed at such meetings are not included and shall be compensated by SMAA as additional services

3. Project Management & CCA Coordination

Gresham Smith will provide project management and design team oversight as the prime design consultant during the construction contract administration phase for all of the work packages for the Terminal Expansion Project. This includes coordination and management of subconsultant CCA agreements, additional services requests/ agreements, invoicing and invoice tracking/administration, general coordination of design team CCA activities and coordination of communications between design team (including document control and distribution), CMAr and the Authority.

ARCHITECTURAL CCA SERVICES (GS) :

The term “Consultant” used below includes Gresham Smith (GS) unless otherwise indicated. Project Architectural CCA scope of services for the Terminal Expansion Project will be performed as indicated directly below and are based on the attached anticipated Terminal Expansion Project construction schedule- (Exhibit B).

Gresham Smith will perform the architectural scope of services for:

- Work Package 2 (WP-2 Concourse B Holdroom Realignment; architecture and interior design).
- Work Package 3 (WP-3 Utility Relocation; architecture related to AOA barriers, shade structures and utility points of connection to building)
- Work Package 5 (WP-5 GBF; architecture and interior design)
- Work Package 7 (WP-7 Fire Alarm Improvements; limited CCA relative to architectural finishes and enclosures)

Architectural Scope of CCA Services will include:

Construction Meetings with CMAr & Subcontractors: GS will attend the following meetings for coordination:

1. Construction OAC Meetings:
 - o Consultant project professional will attend regularly scheduled, weekly OAC meetings once a month in-person on-site (6-hour duration) and three times a month via phone conference (2-hour duration) with PM and supporting professionals/coordinators attending selected OAC meetings.(supporting professionals/coordinators will not attend all regularly scheduled OAC meetings)
2. CMAr/Subcontractor Coordination Meetings: GS will not attend all CMAr/subcontractor coordination meetings. Project professional will attend these meetings virtually up to twice per month, 2-hour duration (may attend on-site/in-person when organized around scheduled site

**Gresham
Smith**

visits) with PM and supporting professionals/coordinators attending only selected meetings as needed.

3. Site Visits and Observation Reports: GS project professional will perform site visits once per month to observe progress of construction work, inform respective subconsultants of findings and prepare construction site observation reports. Site visits may be organized to occur in conjunction with GS attendance at OAC meetings and or other scheduled site visits. PM and supporting professionals/coordinators may support these site visits or perform separate supplemental site visits as needed.
4. Additional Site Visits: GS will perform limited additional site visits to observe key construction activities and installation of work per construction schedule demands, review on-site mock-ups and/or at the request of the CMAr or SMAA.
 - *These visits are intended to occur at peak construction periods when timely construction observations are required which can't be coordinated with on-site attendance at OAC and other scheduled site visits included in the scope of services.*
 - *These visits are also intended to support subconsultants that do not currently have "additional site visits" included within their scope of services to aid in their understanding of jobsite conditions/progress of construction relative to their design scope.*

Note: *Additional meetings and site visits, whether requested by SMAA or CMAr, in excess of those listed above and included in the fee proposal will be performed by the consultant and compensated by SMAA as additional services as required by project construction demands.*

5. Submittals and Shop Drawings:
 - a. Submittal Log-in & Distribution (document control): Gresham Smith will be managing all submittal and Requests For Information (RFI) log-ins and distributions to Design Team. Submittals and RFI's will be sent by the CMAr to GS via NewForma/ Procore Bridge and Responses to RFI's and reviewed submittals will be returned back to CMAr via NewForma/ Procore Bridge and to SMAA via NewForma by GS (according to requirements of specification section 01 3300 Submittal Requirements).
 - b. Submittal Reviews: Consultants will review product data and shop drawings submittals and respond within ten (10) business days. Submittals of Product Data and Shop Drawings must be prepared and submitted to the Architect according to requirements of specification section 01 3300 Submittal Procedures. The submittal schedule provided by the CMAr will be reviewed by Design Team. Approved submittal schedule shall allow reasonable time for Design Team to review and respond to submittals. Proposal includes two (2) rounds of reviews for the submittals: The original submittal (10 business days) and a resubmittal review (additional 10 business days). Cost of further review will be borne by the CMAr.



6. Request for Information (RFI) Responses: Consultants will review RFI's and respond within ten (10) business days. RFI's must be prepared and submitted to the Architect according to requirements of specification section 01 3100 Project Management and Coordination.
7. Supplemental Instructions: Consultants will provide supplemental instructions to CMAr team in drawing and/or specification format.
8. Application for Payment Reviews: Consultants will review and certify (if certification required by the owner) the monthly pay applications submitted by the CMAr.
9. Punch Lists: Consultants will walk the construction site at substantial completion of each applicable phase (Work Package) of the construction and prepare punch lists as listed below:
 - o WP-1, MLM w/ GS PM/PA participation
 - (2) Total Visits- one for each phase (east side and west side)
 - o WP-2, GS
 - (1) visit to restroom area (incl time for travel and punch list assembly).
 - (13) punch lists for each sub-phase/gate area (travel and site visit time managed when on-site for other purposes described above)
 - o WP-3, AECOM w/ GS PM/PA participation
 - (2) Total Visits-one each for Phases 1 & 2
 - o WP-5, GS (w/ MLM for SSCP areas) (CEP work included with WP-5)
 - May require more than 1-day visit (distribution of hrs in fee estimate allows for this)
 - o WP-6A, MLM-Martin w/GS PM/PA participation
 - (1) Total Visit
 - o WP-7, TLC w/ GS PM/PA participation
 - May require more than 1 -day visit due to alarm system testing and inspection schedule (distribution of hrs in fee estimate allows for this)

Total of up to ten (10) punch list visits
13. Substantial Completion Documents: Consultants will provide Substantial Completion letters to the Owner after punch list items have been satisfactorily completed.
14. Final Completion Site Visits: Consultants will walk the construction site at final completion of each applicable Work Package of the construction to verify all punch list items have been completed as follows:
 - o WP-1, MLM w/ GS PM/PA participation
 - One (1) final visit at completion of both phases
 - o WP-2,GS - One (1) final visit at end of last phase
 - o WP-3, AECOM w/ GS PM/PA participation
 - Two (2) Total Visits- One (1) final visit for each applicable phase.
 - o WP-5, GS - One (1) final visit
 - o WP-6A, MLM w/ GS PM/PA participation
 - One (1) final visit
 - o WP-7, TLC w/ GS PM/PA participation



- One (1) final visit
- Total of seven (7) final completion visits

15. Project Closeout:

- a. Consultant's will review warranty and O&M documents. *Scope does not include warranty walk after one year of project completion.*
- b. Record Documents: Design team will provide final model exchange with the CMAr team during close out. Final model exchange will include revisions made by Design Team throughout the construction. However, it will not include final subcontractor fabrication models as indicated above for BIM model exchanges. CMAr team shall provide design team with final as-built information (Latest Updated As-Built Construction Revit Model including subcontractor as-built construction models and latest design model information - or- as-built CAD files/PDF as-built markups) from which the Final Project Record Documents in CAD and PDF format will be produced. Design team will audit combined the final construction model from CMAr to produce the final record documents.
- c. Gresham Smith will provide FDOT Architect/Engineer's Certification of Compliance Letter(s) for grant agreement closeout.

In addition to above indicated basic services consultants will provide:

16. Review of Owner furnished Equipment/Products that are designed/specified by the Design Team. Coordination of /for Owner or Tenant (Airlines, Concessionaires) furnished/provided items.
17. AHJ Review & Comments on Design Changes (supplemental instructions) submitted under permit revisions.

EXCLUDED SERVICES:

- Owner Requested Design Changes and Bulletins
- Design Change Pricing Reviews
- CM/Contractor requested design changes to reduce cost, expedite construction, ease of construction, means and methods related items etc.
- Review of Owner furnished Equipment/Products specified/procured by the Owner or by means other than by design team.
- Concessions TI's or Design Revisions required by Concessions TI work.
- Performance of clash detection procedures
- Attendance at CMAr team clash detection meetings (unless noted above)
- Attendance at meetings or site visits/observations not included above

Excluded services may be performed only via additional services request/proposal submittal to the owner. Services will be performed upon receiving written approval from the owner.

**Gresham
Smith**



ARCHITECTURAL CCA SERVICES (MLM-Martin) :

The term “Subconsultant” used below includes MLM-Martin Architects (MLM-Martin) unless otherwise indicated. Project Architectural CCA scope of services for the Terminal Expansion Project will be performed as indicated directly below and are based on the attached anticipated Terminal Expansion Project construction schedule- (Exhibit B).

MLM- Martin Architects, Inc. will perform the architectural scope of services for:

- Work Package 1 (WP-1 Escalator Replacement; architecture, interior design, coordination)
- Work Package 5 (WP-5 GBF- SSCP related items only)
- Work Package 6A (WP-6A Concourse B Improvements – architecture, interior design, coordination)

Architectural Scope of CCA Services will include:

Project Management & CCA Coordination

MLM-Martin Architects will provide project oversight and subconsultant CCA coordination for the work packages they are directly responsible for (WP-1 & WP-6A).

Construction Meetings with CMAr & Subcontractors: MLM will attend the following meetings for coordination:

1. Construction OAC Meetings:
 - o Subconsultant will not attend regularly scheduled, weekly OAC meetings. Will once a month in-person on-site and three times a month via phone conference for duration of construction for each applicable work package. 2-hour duration
2. CMAr/Subcontractor Coordination Meetings: Subconsultant will only attend such meetings in-person on as-needed basis. Attendance at these meetings should be coordinated by the CMAr to coincide with monthly site visits and other scheduled in-person site attendance within this scope . Fee has been included for a maximum of two (2) on-site meetings and four (4) virtual/phone meetings for this purpose.
3. Site Visits and Observation Reports: Consultants will visit site to observe progress of construction work and prepare observation reports monthly on the weeks of in-person attendance at OAC meetings.
4. Additional Site Visits: Subconsultant will not perform additional site visits to observe key construction activities and installation of work specific to their discipline per construction schedule and/or at the request of the CMAr or SMAA.

Note: Additional meetings and site visits, whether requested by SMAA or CMAr, in excess of those listed above and included in the fee proposal will be performed by the subconsultant and compensated by SMAA as additional services as required by project construction demands.



5. Submittal Reviews: Consultants will review product data and shop drawings submittals and respond within ten (10) business days. Submittals of Product Data and Shop Drawings must be prepared and submitted to the Architect according to requirements of specification section 01 3300 Submittal Procedures. The submittal schedule provided by the CMAr will be reviewed by Design Team. Approved submittal schedule shall allow reasonable time for Design Team to review and respond to submittals. Proposal includes two (2) rounds of reviews for the submittals: The original submittal (10 business days) and a resubmittal review (additional 10 business days). Cost of further review will be borne by the CMAr.
6. Request for Information (RFI) Responses: Consultants will review RFI's and respond within ten (10) business days. RFI's must be prepared and submitted to the Architect according to requirements of specification section 01 3100 Project Management and Coordination.
7. Supplemental Instructions: Consultants will provide supplemental instructions to CMAr team in drawing and/or specification format.
8. Application for Payment Reviews: Consultants will review and certify (if certification required by the owner) the monthly pay applications submitted by the CMAr.
9. Punch Lists: Consultants will walk the construction site at substantial completion of each applicable phase (Work Package) of the construction and prepare punch lists as listed below:
 - o WP-1, MLM w/ GS PM/PA participation
 - (2) Total Visits- one for each phase (east side and west side)
 - o WP-5, GS (w/ MLM for SSCP areas – up to two (2) visits) (CEP work included with WP-5)
 - o WP-6A, MLM-Martin w/GS PM/PA participation
 - (1) Total Visit

Total of up to six (6) punch list visits
10. Substantial Completion Documents: Consultants will provide Substantial Completion letters to the Owner after punch list items have been satisfactorily completed.
11. Final Completion Site Visits: Consultants will walk the construction site at final completion of each applicable Work Package of the construction to verify all punch list items have been completed as follows:
 - o WP-1, MLM w/ GS PM/PA participation
 - One (1) final visit at completion of both phases
 - o WP-6A, MLM w/ GS PM/PA participation
 - One (1) final visit

Total of two (2) final completion visits
12. Project Closeout:
 - a. Consultant's will review warranty and O&M documents. *Scope does not include warranty walk after one year of project completion.*
 - b. Record Documents: Design team will provide final model exchange with the CMAr team during close out. Final model exchange will include revisions made by Design



Team throughout the construction. However, it will not include final subcontractor fabrication models as indicated above for BIM model exchanges. CMaR team shall provide design team with final as-built information (Latest Updated As-Built Construction Revit Model including subcontractor as-built construction models and latest design model information - or- as-built CAD files/PDF as-built markups) from which the Final Project Record Documents in CAD and PDF format will be produced. Design team will audit combined the final construction model from CMaR to produce the final record documents.

In addition to above indicated basic services consultants will provide:

13. Review of Owner furnished Equipment/Products that are designed/specified by the Design Team. Coordination of /for Owner or Tenant (Airlines, Concessionaires) furnished/provided items.
14. AHJ Review & Comments on Design Changes (supplemental instructions) submitted under permit revisions.

EXCLUDED SERVICES:

- Owner Requested Design Changes and Bulletins
- Design Change Pricing Reviews
- CM/Contractor requested design changes to reduce cost, expedite construction, ease of construction, means and methods related items etc.
- Review of Owner furnished Equipment/Products specified/procured by the Owner or by means other than by design team.
- Concessions TI's or Design Revisions required by Concessions TI work.
- Performance of clash detection procedures
- Attendance at CMaR team clash detection meetings
- Attendance at meetings or site visits/observations not included above

Excluded services may be performed only via additional services request/proposal submittal to the owner. Services will be performed upon receiving written approval from the owner.



SIGNAGE AND WAYFINDING SCOPE OF SERVICES (Gresham Smith):

It is anticipated that the Gresham Smith Signage and Wayfinding (XDW) staff work will be primarily performed during WP-5 (GBF) portion of the project construction schedule for the duration of when signage and wayfinding construction work is procured and installed and will include:

1. Construction OAC Meetings: GS Wayfinding and Signage (XDW) Staff will not attend regularly scheduled, weekly OAC meetings. *Will attend 2 meetings virtually (2-hour duration) and once in-person (6-hour duration) as needed.*
2. Site Visits and Observation Reports: GS Wayfinding and Signage Staff will perform site visits at scheduled key milestone dates to monitor progress of wayfinding signage and graphics installation work and prepare observation reports. A written observation report will be provided for each site visit. These visits will be coordinated by GS & CMaR according to the project schedule. *(Max Two (2) visits)*

Note: Additional meetings and site visits, whether requested by SMAA or CMaR, in excess of those listed above and included in the fee proposal will be performed by the subconsultant and compensated by SMAA as additional services as required by project construction demands.

3. Submittal Reviews: Subconsultant will review product data and shop drawing submittals pertaining to the Wayfinding Signage and Graphics scope of work. Subconsultant will review these items for general compliance with the contract documents.
 - o Review and approval of prototype signage on site along with SMAA
 - o Review and approval of mockup signage in context along with SMAA
4. Request for Information (RFI) Responses: Subconsultant will respond to RFI's pertaining to the Wayfinding Signage and Graphics scope of work.

The following tasks will be performed by GS XDW staff in conjunction with the efforts of the architectural team on same tasks as described above:

5. Participate in production of supplemental instructions,
 6. Participate in substantial completion & final completion walkthroughs,
 7. Support punch list assembly,
 8. Participate in preparation of project record documents
 9. AHJ Review Comments on design changes
- Temporary signage and wayfinding (not included) – once the CMaR has developed a plan for the temporary construction barricades and construction phasing the Gresham Smith XDW group will prepare a scope and fee associated with the temporary signage as needed/as defined.



EXCLUDED SERVICES:

- Owner Requested Design Changes and Bulletins
- Design Change Pricing Reviews
- CM/Contractor requested design changes to reduce cost, expedite construction, ease of construction, means and methods related items etc.
- Review of Owner furnished Equipment/Products specified/procured by the Owner or by means other than by design team.
- Concessions TI's or Design Revisions required by Concessions TI work.
- Attendance at meetings or site visits/observations not included above

Excluded services may be performed only via additional services request/proposal submittal to the owner. Services will be performed upon receiving written approval from the owner.



CIVIL SCOPE OF SERVICES (AECOM):

These services are based on the attached anticipated Terminal Expansion Project construction schedule- (Exhibit B), particularly construction of Work Packages 3 and 5 (WP-3 Utility Relocation and WP-5 GBF-including the curbside and shade lot modifications construction). See below for the services to be provided by AECOM:

Civil Scope of CCA Services will include:

Project Administration & CCA Coordination:

AECOM will provide project administration, coordination and oversight during the construction contract administration phase for the CCA services covering disciplines and areas of scope AECOM will provide for the project

Construction Meetings with CMaR & Subcontractors: AECOM will attend the following meetings for coordination:

1. **Construction OAC Meetings:** Subconsultant will not attend regularly scheduled, weekly OAC meetings. Civil PM will attend in-person once a month on-site (during 14 month civil/utilities work peak) and selected OAC meetings via phone conference for the period of time that civil and underground utility work is being constructed and is on the agenda. Project engineers will attend selected OAC meetings virtually as needed. *(Max 14 on-site meetings)*
2. **CMaR/Subcontractor Coordination Meetings:** Subconsultant will not attend all CMaR/subcontractor coordination meetings. Subconsultant will attend such meetings as-needed to address civil and underground utility-related items and issues. *(Max 4 on-site meetings; 10 virtual meetings)*.
3. **Site Visits and Observation Reports:** Subconsultant will visit site monthly and prepare observation during peak civil/utilities construction for WP-3 scope only. *(Max 12 site visits)*
4. **Additional Site Visits:** Subconsultant will perform a limited number of additional site visits to observe key construction activities and installation of work specific to civil and underground utility construction scope and/or at the request of the CMaR or SMAA per needs of the construction schedule. (These visits are intended to occur at peak construction periods when timely construction observations are required which can't be coordinated with scheduled on-site attendance at OAC and other CM meetings) *(Max 6 site visits)*

Note: Additional meetings and site visits, whether requested by SMAA or CMaR, in excess of those listed above and included in the fee proposal will be performed by the subconsultant and compensated by SMAA as additional services as required by project construction demands.

5. **Submittal Reviews:** Subconsultant will review product data and shop drawing submittals pertaining to the civil scope of work. Subconsultant will review these items for general compliance with the contract documents.
6. **Request for Information (RFI) Responses:** Subconsultant will respond to RFI's pertaining to the civil scope of work.

**Gresham
Smith**



7. Supplemental Instructions: Subconsultant will provide supplemental instructions to CMAr team in drawing and/or specification format.
8. Application for Payment Reviews: *Not Included* Subconsultant will not review the CMAr's monthly applications for payment as they pertain to the civil scope of work.
9. Punch Lists: Subconsultant will perform a site visit and prepare a punch list for each applicable phase of the utility and civil scope in WP-3 [total of two (2) GBF-1 & GBF-2] and one (1) punch list for civil scope at the end of WP-5 detailing any discrepancies or incompleteness in the civil items following the substantial completion of the civil scope of work for each phase.
10. Substantial Completion Documents: Subconsultant will prepare any substantial completion documents specifically pertaining to the civil scope of work for each phase.
11. Final Completion Site Visits: Following the CMAr verifying that all punch list items have been addressed in each phase, Subconsultant will revisit the site to confirm the completeness and acceptability of the civil punch list items in each applicable phase WP-3 GBF -1 & GBF-2) & WP-5 Civil Scope.
12. Project Closeout:
 - a. Subconsultant will review warranty and O&M documents. *Scope does not include warranty walk after one year of project completion.* Includes submission of final design team posted CADD files.
 - b. Project Record Drawings— Subconsultant will prepare Civil CAD files and PDF's from latest updated design CAD files and CMAr final updated as-built documents (markups or CAD files from CM team)
 - c. Buy American Compliance Review – Subconsultant will review Product Submittals for compliance with the Buy American Act and tabulate all submitted products as Domestic Material, Buy America Waiver Material, or Foreign Material. Subconsultant will assist the airport in complying with the Buy American Total Facility requirements by review of the CM team's preparation of Type III waivers as follows:
 - i. List all manufacturers that are not comprised of 100% U.S. Domestic content
 - ii. Tabulate Cost of non-domestic products
 - iii. Calculate percentage of non-domestic costs compared to the "total facility cost"
 - d. DBE Participation Compliance Review – Subconsultant will review and track pay applications for Disadvantaged Business Enterprise (DBE) compliance documentation throughout the project.
 - e. Grant Closeout Support – Subconsultant will assist SMAA with gathering and preparing grant closeout documentation for the Federal Aviation Administration (FAA) and Florida Department of Transportation (FDOT) grants. Documentation includes but is not limited to the following documents:
 - i. Summary of Construction Costs
 - ii. Final Construction Quantities
 - iii. Review Final Application for Payment
 - iv. Gather Final Release of Liens



- v. Obtain Consent of final Security for Payment
- vi. Gather and organize material certification and submittal data.

Performance and completion of task items c. and d., above, by the subconsultant relies on accurate and complete documentation provided by the construction team as part of their contractual obligation to SMAA under the Supplementary Conditions, modifying AIA A201 General conditions, in the contract between the Authority and the CMAA. Particularly, required documentation under FAA mandatory provisions: 2) Affirmative Action Requirements, 5) Buy American Certificate (including Type III & IV Waivers), 13) Davis Bacon Wage Requirements –maintained payroll records and 13) required DBE documentation of bidder commitments to DBE participation.

Note: Additional compliance review and/or closeout review effort required of the subconsultant that results from incomplete, incorrect or untimely information provided by the CMAA shall be preformed by the subconsultant and compensated by SMAA as additional services.

In addition to above indicated basic services, subconsultant will provide:

13. AHJ Review & Comments on Design Changes (supplemental instructions) submitted under permit revisions.

EXCLUDED SERVICES:

- Owner Requested Design Changes and Bulletins
- Design Change Pricing Reviews
- CM/Contractor requested design changes to reduce cost, expedite construction, ease of construction, means and methods related items etc.
- Application for payment reviews
- Attendance at meetings or site visits/observations not included above

Excluded services may be performed only via additional services request/proposal submittal to the owner. Services will be performed upon receiving written approval from the owner



LANDSCAPE & IRRIGATION SCOPE OF SERVICES (AECOM):

These services are based on the attached anticipated Terminal Expansion Project construction schedule- (Exhibit B), particularly construction of Work Packages 3 and 5 (WP-3 Utility Relocation and WP-5 GBF-including the curbside and shade lot modifications construction). See below for the services to be provided by AECOM:

1. Construction OAC Meetings: Subconsultant will not attend regularly scheduled, weekly OAC meetings. (Max of 2 meetings, 1 in-person; 1 virtual)
2. CMAr/Subcontractor Coordination Meetings: Subconsultant will attend limited number of CMAr/Subcontractor coordination meetings to address Landscape and Irrigation-related items and issues. (Max of 2 on-site meetings as requested by GS, CMAr and/or SMAA; 6-hr duration/trip).
3. Site Visits and Observation Reports: Subconsultant will visit site to monitor progress and prepare observation reports weekly during period of tree protection work and landscape/ irrigation installation. (Max 5 visits combined)
4. Additional Site Visits: Not included for Landscape Architect.

Note: Additional meetings and site visits, whether requested by SMAA or CMAr, in excess of those listed above and included in the fee proposal will be performed by the subconsultant and compensated by SMAA as additional services as required by project construction demands.

5. Submittal Reviews: Subconsultant will review product data and shop drawing submittals pertaining to the landscape and irrigation. Subconsultant will review these items for general compliance with the contract documents.
6. Request for Information (RFI) Responses: Subconsultant will respond to RFI's pertaining to the landscape and irrigation scope of work.
7. Supplemental Instructions: Subconsultant will provide supplemental instructions to CMAr team in drawing and/or specification format.
8. Application for Payment Reviews: Subconsultant will review the CMAr's monthly applications in conjunction with Architect's review, for payment as they pertain to the landscape and irrigation scope of work.
9. Punch Lists: Subconsultant will perform a site visit and prepare a punch list for each applicable phase of the landscape and irrigation scope in WP-3 and WP-5 detailing any discrepancies or incompleteness in the landscape and irrigation items following the substantial completion of the landscape and irrigation of work.
10. Substantial Completion Documents: Subconsultant will prepare any substantial completion documents specifically pertaining to the landscape and irrigation scope of work for each applicable Work Package.



11. Final Completion Site Visits: Following the CMAr verifying that all punch list items have been addressed in each phase, subconsultant will revisit the site to confirm the completeness and acceptability of the landscape and irrigation punch list items in each applicable Work Package
12. Project Closeout: Subconsultant will review warranty and O&M documents. *Scope does not include warranty walk after one year of project completion.* Includes preparation of project record documents CAD files and PDF's from latest updated design CAD files and CMAr final updated as-built documents (markups or CAD files from CM team)

In addition to above indicated basic services, subconsultant will provide:

13. AHJ Review & Comments on Design Changes (supplemental instructions) submitted under permit revisions.

EXCLUDED SERVICES:

- Owner Requested Design Changes and Bulletins
- Design Change Pricing Reviews
- CM/Contractor requested design changes to reduce cost, expedite construction, ease of construction, means and methods related items etc.
- Application for payment reviews
- Attendance at meetings or site visits/observations not included above

Excluded services may be performed only via additional services request/proposal submittal to the owner. Services will be performed upon receiving written approval from the owner



STRUCTURAL SCOPE OF SERVICES:

AECOM (WP-5):

These services are based on the attached anticipated Terminal Expansion Project construction schedule- (Exhibit B), particularly construction of Work Package 5 (WP-5 Ground Boarding Facility) (including the curbside improvements/canopy construction and support of DOAS units at Ticket Wing roof). See below for the services to be provided:

HEES & ASSOCIATES (WP-1B, WP-5 & WP-6A):

These services are based on the attached anticipated Terminal Expansion Project construction schedule- (Exhibit B), particularly construction of Work Packages 1B, 5 & 6A [WP-1B Escalator Replacement; WP-5 GBF (CEP scope) and WP-6A Concourse B Improvements]. See below for the services to be provided:

Structural Scope of CCA Services for each subconsultant will include:

1. Construction OAC Meetings:
 - o AECOM Structural will attend regularly scheduled, weekly OAC meetings once a month in-person on-site and three times a month via phone conference for the period of time that structural work is being constructed and is on the agenda. 4-hour duration for in-person; 2-hour duration for phone conference.
 - o Hees & Associates will not attend regularly scheduled, weekly OAC meetings. Consultant will participate as needed via phone conference for the period of time that structural work is being constructed and is on the agenda for a maximum of 4 meetings. 2-hour duration.
2. CMaR/Subcontractor Coordination Meetings:
 - o AECOM Structural will attend these meetings, as needed, to address structural items and issues. 2-hour duration (as requested by GS, CMaR and/or SMAA). *(Maximum of 2 on-site meetings and 12 virtual/phone-conference meetings)*
 - o Hees & Associates will attend these meetings, as needed, to address structural items and issues. 2-hour duration (as requested by GS, CMaR and/or SMAA). *(Maximum of 6 meetings)*
3. Site Visits and Observation Reports:
 - o AECOM Structural will visit site to monitor progress and prepare observation reports every other month for the duration of structural work in each applicable work Package. *(Maximum of 6 visits)*
 - o Hees & Associates will visit site to monitor progress and prepare observation reports every other week for the duration of structural work in each applicable work Package.
 - o *Site visits will include site walk and written field observation reports for structural scope of construction work.*
4. Additional Site Visits: Attend periodic on-site coordination construction site visits (not related to special inspections scope). These may not necessarily coincide with OAC meetings and/or regularly scheduled site visits and are dependent on nature and pace of construction.

- o AECOM Structural will perform a limited number of additional site visits to observe key construction activities and installation of work specific to structural construction scope and/or at the request of the CMAr or SMAA per needs of the construction schedule. (These visits are intended to occur at peak construction periods when timely construction observations are required which can't be coordinated with scheduled on-site attendance at OAC and other CM meetings) *(Max 6 site visits)*
- o *Not included for Hees & Associates.*
- o *Due to potential construction scheduling limitations of portions of the structural construction, some of the site visits may need to be made late at night or early in the morning, such as for concrete pours.*

Note: Additional meetings and site visits, whether requested by SMAA or CMAr, in excess of those listed above and included in the fee proposal will be performed by the subconsultant and compensated by SMAA as additional services as required by project construction demands.

5. Submittal Reviews: Subconsultants (both) will review product data and shop drawing submittals pertaining to the structural scope. Subconsultant will review these items for general compliance with the contract documents.
- o Includes two (2) rounds of review: The initial submittal review and review of the re-submittal for each supplier. Additional re-submittals will be reviewed as an additional service, to be reimbursed on an hourly basis.
 - o Large volume shop drawings, such as structural steel, should be submitted in phases, and not in one large batch.
 - o Unless otherwise requested by the CMAr or SMAA, the shop drawings will be reviewed in the order they are submitted.
 - o Shop drawing review for items such as Structural Steel, Structural steel/metal decking, Cold-Formed metal stud exterior wall systems, light gage stud interior wall systems, curtain wall systems, concrete foundations and slab-on-grade (including any appropriate calculations for concrete mixes, concrete reinforcing, forms and miscellaneous steel). Review will be a general review for structural building code issues.
 - o Subconsultant will not review dimensions, or accuracy of specific calculations or connection design, which shall be the responsibility of the engineer sealing the submitted calculations and shop drawings.
 - o Subconsultant will note areas of contractual non-compliance where observed. Subconsultant's review does not include correcting nor completing erroneous shop drawing submittals (Subconsultant's review is not a supplement or replacement for the Contractor's required quality control program).
 - o Services include re-review of shop drawings where re-submittal was caused by contractor generated modifications (Structural services neither include re-engineering nor changes to



construction documents desired or requested as a result of such contractor generated changes).

6. Request for Information (RFI) Responses: Subconsultants (both) will respond to RFI's pertaining to the structural scope of work. Review and responses are confined to issuance of routine clarifications and corrections to the structural documents, and response to contractor's requests for assistance with typical field questions and conditions.
7. Supplemental Instructions: Subconsultants (both) will assist in assembling supplemental instructions provided to CMaR team in drawing and/or specification format.
8. Application for Payment Reviews:
 - o *Not Included* for AECOM Structural.
 - o Hees & Associates will review the CMaR's monthly applications for payment as they pertain to the structural scope of work. *(Maximum of 1 per month)*
9. Punch Lists & Final Completion Site Visits:
 - o *Not Included* for AECOM Structural.
 - o Hees & Associates will make site to prepare lists of incomplete items and follow-up visits on such items prior to structural work being concealed or covered by other work.
10. Substantial Completion: Subconsultants (both) will support prime consultant in preparation of substantial completion documents as in pertains to structural construction scope.
11. Project Closeout: Subconsultants (both) will assist prime design consultants with preparation of closeout documents and materials. Includes production and submission of final project record documents in CAD and PDF format from combined final design and as-built construction Revit models.

In addition to above indicated basic services, subconsultants (both) will provide:

12. AHJ Review & Comments on Design Changes (supplemental instructions) submitted under permit revisions.
13. Attend Building Department/AHJ mandated meetings to initiate Special Inspections Programs.

EXCLUDED SERVICES:

- Owner Requested Design Changes and Bulletins
- Design Change Pricing Reviews
- CM/Contractor requested design changes to reduce cost, expedite construction, ease of construction, means and methods related items etc.
- Application for payment reviews
- Attendance at meetings or site visits/observations not included above

Excluded services may be performed only via additional services request/proposal submittal to the owner. Services will be performed upon receiving written approval from the owner



THRESHOLD INSPECTION PROGRAM SCOPE OF SERVICES:

Each structural subconsultant will perform threshold inspection services in compliance with F.S. 553.79 to fully execute in the field the threshold inspection plan outlined within the contract documents. Each subconsultant will issue necessary documentation attesting to completion of the required threshold inspection (structural special inspections) plan. The Threshold Inspectors will not be on the construction site on a daily basis but will review all field reports, test results and related correspondence. The Threshold Inspector will make periodic site visits to spot check significant components of construction and offer consultations as required. The Threshold Inspector will be represented in the field on a will-call basis by the on-site resident inspector. This authorized representative will provide the required site visits and report his findings in written reports. The threshold inspection services will be executed by each structural subconsultant as follows:

- **AECOM (WP-5)** Threshold Inspections (Structural Special Inspections) will include:
 - **Detailed Inspection Items:** Threshold (Special) Inspector will provide site inspections for the structural portions of construction work including (but not limited to): Foundations, concrete, concrete reinforcing, steel framing, roofing, masonry, glazing, and miscellaneous structural components.
 - **Observations and reports:** Each inspection will include a signed and sealed report recording the structural work performed, jobsite location of the inspection, and photographs. All reports will include the progress of work (construction), any deviations from the official contract documents, and any issues encountered.

- **HEES & ASSOCIATES (WP-1B, WP-5 & WP-6):** Threshold Inspections (Structural Special Inspections) will include:
 - **Detailed Inspection Items:** Threshold (Special) Inspector will provide site inspections for the structural portions of construction work including (but not limited to): Foundations, concrete, concrete reinforcing, steel framing, roofing, masonry, glazing, and miscellaneous structural components.
 - **Observations and reports:** Each inspection will include a signed and sealed report recording the structural work performed, jobsite location of the inspection, and photographs. All reports will include the progress of work (construction), any deviations from the official contract documents, and any issues encountered.

Intent of subconsultant's structural CCA Services is to assist the contractor with field questions and conditions involved in constructing the project in accordance with the "Issued for Construction" (IFC) structural documents. The subconsultant's proposal is based on the following understanding of parameters:

- The design will be based on the 2020 Florida Building Code: (7th Edition with Amendments).



- The structural drawings will define the wind loads, end zone dimensions, and point of system connection to the main building, where applicable, (the basic design parameters) for the curtain wall supplier, cold-formed framing stud supplier, and cladding systems. However, the actual design of the components and connections for the cold-formed framing and cladding systems will be the responsibility of the framing supplier, cladding supplier and their respective licensed engineers.

Excluded Structural CCA Items:

- Design of secondary components, components of cladding systems, precast concrete panels, curtain wall systems, elements that are not part of the primary structure, underpinning or shoring of adjacent structures, and site utility structures, are not included in the scope of basic CCA services but can be provided as an additional service.
- The basic Design or Construction Contract Administration services do not include field verifications of existing conditions not defined or incorrectly defined by the owner furnished 'record' drawings; nor the associated analytical re-evaluation nor redesigning the structure to accommodate items found during construction to be incorrectly defined by the 'record' drawings.
 - Should significant deviations from the owner's as built documentation affect the structural design of post bid Subconsultant documents, Subconsultant will submit a request for additional services to the Authority, as required to modify the structural documents to accommodate the incorrectly documented & unforeseeable existing conditions.
- cursory review of existing field condition conflicts or issues with respect to the structural documents is a part of basic construction contract administration services.
 - Any analytical evaluation or redesign, drawing modifications, or additional site visits which is required due to existing building conditions or utilities different than or omitted by the existing condition documentation furnished to the Subconsultant during the design phase, shall be performed by the subconsultant, at the owner's request, as an additional service.
 - Correction or repair details for construction errors including evaluation of construction errors requiring engineering re-analysis or re-calculation, except as noted in the basic CCA scope of services above, are not included in the scope.
 - Incidental review of design calculations to assess original design capacity versus magnitude of construction errors is included in our Basic Services for CCA – new or re-worked design calculations to assess construction errors is not included.
- Site visits required due to construction errors or issues not defined by owner's 'record drawings' (such as undocumented underground utilities) are not included in the base fee.
- Subconsultant's proposed base fee does not include engineering nor computer drafting time associated with construction errors, omission of construction material (such as missing shear dowel bars), product availability, contractor preferences, post bid owner requested programming changes or post-bid Value Engineering.



- Design and drawing preparation for post bidding contractor requested design changes which structural redesign and/or changes to issued contract documents, or subtract from, the construction cost of any of the components, is not included in the scope of basic services would also be provided as an additional service.
- Design services as related to post bid Value Engineering alternatives, options, or investigations are not included in the scope of CCA services but can be provided as an additional service.
- Significant re-design of foundations due to existing, undocumented or incorrectly documented conditions discovered during construction shall be an additional service.
- Where the contractor has constructed a portion of the structure not in compliance with the contract documents, all time to document the error, travel time, analyze, evaluate, design remedial corrections, correspondence, drawing modifications, printing and shipping; as required to design and issue a remedy for the construction error, shall be performed by subconsultant as an additional service and reimbursed.



MEP & FIRE PROTECTION (FP) SCOPE OF SERVICES (TLC):

These services are based on the attached anticipated Terminal Expansion Project construction schedule provided by the CMAr (See attached Exhibit B), primarily Work Packages 1B, 2, 5, 6A & 7 (WP-1B Escalator Replacement, WP-2 Concourse B Holdroom Realignment, WP-5 Ground Boarding Facility, WP-6A Concourse B DOAS Units and B11 Stair and WP-7 Fire Alarm Modification). See below for the services to be provided by TLC for each discipline:

MEP & FP Scope of CCA Services will include:

Project Administration & CCA Coordination: Subconsultant will provide project administration, coordination and oversight during the construction contract administration phase for the CCA services covering disciplines and areas of scope the subconsultant will provide for the project.

Construction Meetings with CMAr & Subcontractors: TLC will attend the following meetings for coordination:

1. **Construction OAC Meetings:** Subconsultant will attend regularly scheduled, weekly OAC meetings once a month in-person on-site, 4-hour duration, and twice a month via phone conference, 2-hour duration, for the period of time that MEP & FP work is being constructed and is on the agenda.
2. **CMAr/Subcontractor Coordination Meetings:** Subconsultant will attend these meetings, as needed, to address MEP/FP items and issues. 2-hour duration (as requested by GS, CMAr and/or SMAA). *(Maximum of 20 meetings).*
3. **Site Visits and Observation Reports:** Subconsultant will visit site and prepare observation reports monthly on the weeks of in-person OAC meetings. *(Twelve (12) observation reports per discipline)*
4. **Additional Site Visits:** *Not included for MEP/FP.*

Note: Additional meetings and site visits, whether requested by SMAA or CMAr, in excess of those listed above and included in the fee proposal will be performed by the subconsultant and compensated by SMAA as additional services as required by project construction demands.

5. **Submittal Reviews:** Subconsultant will review product data and shop drawing submittals pertaining to the MEP/FP scope of work. Subconsultant will review these items for general compliance with the contract documents.
6. **Request for Information (RFI) Responses:** Subconsultant will respond to RFI's pertaining to the MEP/FP scope of work.
7. **Supplemental Instructions:** Subconsultant will provide supplemental instructions to CMAr team in drawing and/or specification format.
8. **Application for Payment Reviews:** Subconsultant will review the CMAr's monthly applications for payment as they pertain to the MEP/FP scope of work.



9. Punch Lists: Subconsultant will perform a site visit and prepare a punch list for applicable MEP/FP scope in each applicable work package detailing any discrepancies or incompleteness in the MEP/FP items following the substantial completion of the MEP & FP scope of work.
10. Final Completion Site Visits: Following the CMAA verifying that all punch list items have been addressed in each work package, subconsultant will revisit the site to confirm the completeness and acceptability of the MEP/FP punch list items in each applicable Work Package
11. Subconsultant will review Commissioning agent reports of the Mechanical and Electrical systems and attend coordination meetings & site visits as needed.
12. Project Closeout: Subconsultant will assist prime design consultants with preparation of closeout documents and materials. Includes production and submission of final project record documents in CAD and PDF format from combined final design and as-built construction Revit models.

In addition to above indicated basic services, subconsultant will provide:

13. Coordination with/for Owner Furnished Equipment/ Products.
14. AHJ Review & Comments on Design Changes (supplemental instructions) submitted under permit revisions.

EXCLUDED SERVICES:

- Owner Requested Design Changes and Bulletins
- Design Change Pricing Reviews
- CM/Contractor requested design changes to reduce cost, expedite construction, ease of construction, means and methods related items etc.
- Review of Owner furnished Equipment/Products specified/procured by the Owner or by means other than by design team.
- Concessions TI's or Design Revisions required by Concessions TI work.
- Attendance at meetings or site visits/observations not included above

Excluded services may be performed only via additional services request/proposal submittal to the owner. Services will be performed upon receiving written approval from the owner.



SPECIAL SYSTEMS SCOPE OF SERVICES (Arora):

These services are based on the attached anticipated Terminal Expansion Project construction schedule provided by CMAr (see attached Exhibit B), particularly for Work packages 2, 5 & 6A (WP-2 Concourse B Holdroom Realignment, WP-5 Ground Boarding Facility and WP-6A Concourse B Improvements). Scope includes Structured Cabling and Telecom rooms, Access Control and CCTV Systems, SSCP with Access Control & CCTV, Public Address System, EVIDS, Passenger Processing Systems (CUTE, shared tenant services, voice/data), Hearing Loop, Active Shooter Detection/ Gunshot Detection System and DAS Infrastructure coordination with vendor, Site Utility Relocation and WiFi cabling and coordination with vendor as applicable to design scope of each applicable work package noted above. See below for the services to be provided by Arora:

Special Systems Scope of CCA Services will include:

Project Administration & CCA Coordination: Arora will provide project administration, coordination and oversight during the construction contract administration phase for the CCA services covering disciplines and areas of scope Arora will provide for the project.

Construction Meetings with CMAr & Subcontractors: Arora will attend the following meetings for coordination:

1. **Construction OAC Meetings:** Subconsultant will not attend regularly scheduled, weekly OAC meetings. Project engineers will attend selected OAC meetings virtually as needed for the period of time that special systems work is being constructed and is on the agenda. 2-hour duration (*Arora will attend OAC meetings on site only when scheduled to visit the project site - visits will be coordinated by GS and the CMAr team according to the project construction schedule*).
2. **CMAr/Subcontractor Coordination Meetings:** will attend these meetings, as needed, to address special systems items and issues. 2-hour duration (as requested by GS, CMAr and/or SMAA). (*Maximum of 16 virtual/phone-conference meetings. Arora will attend such meetings on site only when scheduled to visit the project site*).
3. **Site Visits and Observation Reports:** Subconsultant will visit site to monitor progress and prepare observation reports as scheduled and coordinated by GS & CMAr team according to the project construction schedule. The purpose of these visits is to observe key construction and installation of work specific to special systems scope and will be performed primarily during the period of time when Special Systems work is being installed. A written observation report will be provided by the subconsultant after each site visit. (*Total of up to three (3) site observation visits*)

Note: *Additional meetings and site visits, whether requested by SMAA or CMAr, in excess of those listed above and included in the fee proposal will be performed by the subconsultant and compensated by SMAA as additional services as required by project construction demands.*



4. Submittal Reviews: Subconsultant will review product data and shop drawing submittals pertaining to the Special Systems scope of work. Subconsultant will review these items for general compliance with the contract documents.
5. Request for Information (RFI) Responses: Subconsultant will respond to RFI's pertaining to the Special Systems scope of work.
6. Supplemental Instructions: Subconsultant will provide supplemental instructions to CMAr team in drawing and/or specification format.
7. Application for Payment Reviews: Subconsultant will review the CMAr's monthly applications for payment as they pertain to the Special Systems scope of work.
8. Punch Lists: Subconsultant will perform a site visit and prepare a punch list for Special Systems scope in each applicable work package, detailing any discrepancies or incompleteness in the Special Systems items following the substantial completion of the Special Systems scope of work. *(Will require one (1) site visit per package)*
9. Final Completion Site Visits: Following the CMAr verifying that all punch list items have been addressed in each work package, subconsultant will revisit the site to confirm the completeness and acceptability of the Special Systems punch list items in each applicable Work Package. *(Will require one (1) site visit per package)*
10. Project Closeout: Subconsultant will assist prime design consultants with preparation of closeout documents and materials. Includes production and submission of final project record documents in CAD and PDF format from combined final design and as-built construction Revit models.

In addition to above indicated basic services, subconsultant will provide:

11. AHJ Review & Comments on Design Changes (supplemental instructions) submitted under permit revisions.

EXCLUDED SERVICES:

- Owner Requested Design Changes and Bulletins
- Design Change Pricing Reviews
- CM/Contractor requested design changes to reduce cost, expedite construction, ease of construction, means and methods related items etc.
- Review of Owner furnished Equipment/Products specified/procured by the Owner or by means other than by design team.
- Concessions TI's or Design Revisions required by Concessions TI work.
- Attendance at meetings or site visits/observations not included above

Excluded services may be performed only via additional services request/proposal submittal to the owner. Services will be performed upon receiving written approval from the owner.



BUILDING ENVELOPE SCOPE OF SERVICES (CMC):

These services are based on the attached anticipated Terminal Expansion Project construction schedule provided by CMaR (see attached Exhibit B), particularly for Work packages 1B, 5 and 6A (WP-1B Escalator Replacement, WP-5 Ground Boarding Facility and WP-6A—roofing penetrations). Scope includes building envelope and waterproofing consulting and site observation following the design scope reviewed by subconsultant for each applicable work package noted above. See below for the services to be provided by CMC:

1. **Construction OAC Meetings:** Consultants will not attend regularly scheduled, weekly OAC meetings. Consultant will participate as needed via phone conference for the period of time that building envelope work is being constructed and is on the agenda or need to be discussed. 2-hour duration (*Virtual Attendance eight (8) mtgs. Subconsultant will only attend such meetings in-person when these meetings coincide with site visits described below*)
2. **CMaR/Subcontractor Preinstallation Meetings:** Subconsultant will attend pre-installation meetings/conferences on site as specified in the contract documents and when they are scheduled to occur according to the construction schedule. (*Four (4) visits total; travel time included*)
 - o WP-1B: One (1) meeting - pit-waterproofing
 - o WP-5: Three (3) meetings - assuming major envelope preinstallation meetings will be consolidated (in lieu of having one for each spec section/trade)
Additional pre-installation meetings required on site will be requested and performed as additional services.
3. **Site Visits and Field Observation Reports:**
 - o **Site Visits:** Subconsultant will visit the construction site periodically to observe mockups, monitor the progress of installation and required specified testing of building envelope and waterproofing components of construction and prepare field observation reports. (*Fourteen (14) visits total; travel time included*)
 - These site visits will generally include:
 - Mock-up review and/or visit(s) at start of installation (*1-2 visits total*)
 - Intermediate progress site visits (*12-13 visits total; coordinated with manufacturer's reps required site visits*)
 - The subconsultant will witness testing of installed building envelope systems required in the project specifications. (*coordinated with intermediate progress site visits*)
 - The subconsultant will provide a written field observation report for each construction site visit during the course of applicable construction for the applicable work packages.

Note: *Additional meetings and site visits, whether requested by SMAA or CMaR, in excess of those listed above and included in the fee proposal will be performed by the subconsultant and compensated by SMAA as additional services as required by project construction demands.*



4. **Submittal Reviews:** Subconsultant will review major building envelope component submittals (i.e. roofing, waterproofing, building envelope weatherproofing cladding systems) after such information has been reviewed by the Contractor/CMaR and Architect.
5. **Substantial Completion:** Subconsultant will walk site toward the end of construction of each applicable phase or Work Package, in coordination with Architect's punch-list walk activities (or as otherwise scheduled) to observe installed construction and will generate a punch list for exterior building envelope components. Deficiencies noted during testing of envelope components will be included. *(Two (2) total visits- travel time included)*
 - o WP-5 & WP-6: Two (2) visits coordinated with Architect's punch list site visit. (2 visits planned because this may require more than one day to complete)
6. **Final Completion:** Subconsultant will walk site at end of construction at each of each applicable phase of work or Work Package, in coordination with Architect's punch-list walk activities (or as otherwise scheduled) to observe installed construction and verify satisfactory resolution of punch list items. *(Three (3) total visits- travel time included)*
 - o WP-1B: Two (2) site visits (one per each phase) prior to construction being concealed and preventing observation – to be closely coordinated with const. schedule for WP-1B
 - o WP-5 & WP-6: One (1) site visit coordinated with Architects final walkthrough.

EXCLUDED SERVICES:

- CM/Contractor requested design changes to reduce cost, expedite construction, ease of construction, means and methods related items etc.
- Attendance at meetings or site visits/observations not included above

Excluded services may be performed only via additional services request/proposal submittal to the owner. Services will be performed upon receiving written approval from the owner.



VERTICAL TRANSPORTATION SCOPE OF SERVICES (LB):

These services are based on the attached anticipated Terminal Expansion Project construction schedule- (Exhibit B) and will be focused on construction of Work Package 1B (WP-1B Escalator Replacement). Construction Administration and Closeout Services to be provided by Lerch Bates are as follows:

1. Construction OAC Meetings: Subconsultant will not attend regularly scheduled, weekly OAC meetings. When vertical transportation/escalator equipment items or issues are on the agenda or require discussion, Subconsultant may attend such meetings in-person only when these meetings coincide with site visits described below. 2-hour duration
2. Site Visits and Observation Reports:
 - o Subconsultant shall conduct two (2) site visits for general progress reviews (one for each phase) during equipment installation to determine that work is proceeding in general accordance with the Construction Documents and Design Information provided for the project by Lerch Bates. *(Travel time included for each site visit)*
 - Submit written observation report for each site visit including:
 - Field observations.
 - Items not in conformance with contract documents.
 - Equipment not on the jobsite which could affect the completion schedule.

Note: Additional meetings and site visits, whether requested by SMAA or CMaR, in excess of those listed above and included in the fee proposal will be performed by the subconsultant and compensated by SMAA as additional services as required by project construction demands.

3. Submittal Reviews: Subconsultant will review follow-up or supplemental submittals (which were not reviewed as part of design phase services) of, or pertaining to, Division 14 Escalator scope of work.
4. Request for Information (RFI) Responses: Subconsultant will support MLM-Martin & GS on RFI's pertaining to Division 14 Escalator scope of work.
5. Punch Lists: Subconsultant shall conduct two (2) on-site substantial completion installation reviews (one for each phase) to verify final installation and performance compliance in accordance with the Construction Documents and the approved submittals. *(Travel time included for each site visit)*
 - o Submit written report. Report will include:
 - Measured performance data.
 - Itemized deficiencies.
6. Final Completion: Following the CMaR verifying that all itemized deficiencies/items from final installation reviews have been addressed in each phase, subconsultant will conduct one (1) on-site follow-up review for all units to verify compliance with the final installation review deficiency reports. The installation should then be complete and the equipment operating in accordance with specified performance criteria and all details of the Construction documents. *(Travel time included for site visit)*



- o *If additional reviews are required, they will be requested and performed as additional services.*
7. Project Closeout: Subconsultant will assist with obtaining Closeout Documents as applicable.

In addition to above services, subconsultant will provide:

8. Assistance with responses to AHJ Review & Comments on Design Changes (supplemental instructions) submitted under permit revisions.
9. Assistance to design team for review and resolution of final escalator inspection/inspector comments or items.

EXCLUDED SERVICES:

- Owner Requested Design Changes and Bulletins
- Design Change Pricing Reviews
- CM/Contractor requested design changes to reduce cost, expedite construction, ease of construction, means and methods related items etc.
- Attendance at meetings or site visits/observations not included above

Excluded services may be performed only via additional services request/proposal submittal to the owner. Services will be performed upon receiving written approval from the owner.



COMMISSIONING SCOPE OF SERVICES (GS Cx): These services are based on the attached anticipated Terminal Expansion Project construction schedule- (Exhibit B) and will be focused on construction of Work Package 5 (WP-5 Ground Boarding Facility—including the existing CEP renovation/upgrade and cooling tower refurbishment) and Work Package 6A (WP-6A – Concourse B DOAS units). Construction Phase Commissioning Services to be provided by Gresham Smith are as follows. The scope is defined first in terms of “Equipment and Systems” and then in terms of “Tasks and Deliverables.”

Equipment and Systems: Gresham Smith proposes to commission the following systems required to undergo commissioning services under requirements in the Florida Energy Conservation Code and in alignment with best practice.

- **Mechanical Systems**
 - Equipment additions and renovations to the chilled water and condenser water systems
 - Chillers
 - CHWPs
 - CWPs
 - Refurbished Cooling Towers
 - Alterations to Building Automation System (BAS) controls associated with the CHW And CW Systems.
 - New air handling equipment
 - RTUs
 - AHUs
 - DOASs
 - FCUs
 - Split A/Cs
 - Air Terminal Units
 - Miscellaneous Fans
 - New Fuel Oil Pumps
 - Building Automation System Controls associated with the above.
- **Electrical Systems**
 - New Emergency Power Equipment (Generator and ATSS)
 - New Electrical distribution
 - New Lighting Controls
- **Plumbing Systems**
 - New Domestic Hot Water Systems
 - New Domestic Water Booster Pumps

Tasks and Deliverables: Gresham proposes to execute the following tasks and deliverables:

1. **Project Management and Coordination**:
 - Confirm incorporation of Commissioning (Cx) requirements into the construction documents.

**Gresham
Smith**



- Coordinate commissioning activities with the contractor and assist in incorporating them into the construction schedule.
- Attend meetings as necessary to coordinate commissioning activities and communicate commissioning needs to the team.
- Maintain an issues and benefits log throughout the Cx process.
- Assist in troubleshooting efforts

2. Create Commissioning Plan:

- Development of a commissioning plan composed of the following elements:
 - A commissioning narrative describing the commissioning process in terms of roles, schedules, activities, deliverables, and any sustainability commissioning-related submissions.
 - Project-specific Pre-Functional Checklists (PFCs) based on contract document requirements to be executed by the contractor. PFCs are built based on specific contract document requirements with each line referencing specific locations in the contract documents and often attaching details/visuals from the contract documents. References include:
 - Piping and duct specifications regarding installation, insulation, labeling, piping trim (e.g., thermometers and pressure gauge types, locations, accessibility).
 - Equipment installation requirements including piping connections, duct connections, vibration isolation/seismic requirements, accessibility/maintainability.
 - Details (attached as images) of equipment installation requirements.
 - Schedule requirements of equipment provisions (e.g., bird-screen, motor operated dampers, etc.)
 - Controls diagrams indicating device locations, types, installation requirements.
 - Piping/Duct schematics for orientation.
 - Electrical provisions to equipment and VFD requirements.
 - Functional Performance Tests (FPTs) written according to the Engineer of Record's (EOR's) Sequences of Operations (SOOs) found within the contract documents. FPTs are type-written for each piece of equipment/system to be tested. All tests are written to reflect the exact detail of specificity provided by the EOR's SOOs.
 - A list of questions submitted to the project designers requesting any necessary input to complete the commissioning plan (e.g., notes on discrepancies, excluded modes/sequences, requests for more highly-defined installation requirements, missing/omitted information.)
- Integration of the commissioning plan elements (narrative, equipment lists, PFCs, FPTs) into CxAlloy, an online commissioning software program purchased by Gresham Smith to facilitate the construction phase commissioning for the project. This process includes the following activities:
 - Customizing project parameters with input encouraged from contractors, project designers, and Owner's personnel.
 - Uploading companies, personnel, roles, and adjusting permissions based on roles for all entities.



- Uploading project parameters (space names and other intangible parameters) into the project for sorting, filtering, and managing the commissioning scope.
 - Uploading PFCs and FPTs to the project with contract document images (details, schematics, etc.)
 - Including special notes for specific equipment and prompts for required parameter recordings in the FPTs.
- Management of the commissioning software throughout the duration of the project and providing access for the team to the commissioning software. Activities include:
 - Customizing report types to Owner's desired format.
 - Issuing regular reports generated by the software updating the team on status, issues, upcoming activities.
 - Managing commissioning issues and facilitating resolution within CxAlloy.
 - Training installation personnel on how to execute work using the iPad application.
 - Training management personnel on how to leverage the tool on PC administratively to streamline coordination, issue resolution, and view progress in real time.
 - Verifying that contractor input into checklists is sufficient and accurate (e.g., validating that the required images of equipment tags are legible).
- 3. Construction Phase Cx Kick-off Meeting: Conduct a construction commissioning kickoff meeting with the project's commissioning team.
- 4. Pre-functional Site Visits (Backcheck PFCs): Backcheck contractor-executed PFCs for compliance and accuracy.
- 5. Functional Performance Testing (FPTs): Direct the contractor in execution of the FPTs and document the results.
- 6. Review Trends for Commissioned Equipment: Review trends provided by contractor for performance over time.
- 7. Review Training for Commissioned Equipment: Review training program for compliance with contract document requirements.
- 8. Review O&M Manuals for Commissioned Equipment: Review contractor-submitted O&M Manuals for compliance with contract documents.
- 9. Assemble Cx Final Report: Prepare a final commissioning report with PFCs and FPTs.

END SCOPE OF SERVICES

Project Fee Proposal - Exhibit A
Sarasota Bradenton International Airport
SRQ TERMINAL CONCOURSE EXPANSION PROJECT
CONSTRUCTION CONTRACT ADMINISTRATION (CCA) SERVICES
March 15, 2023

Construction Contract Administration (CCA) Services		DBE PARTICIPATION	Total
1	GS - Project Management, Architecture, Interiors		\$ 1,575,530.00
2	MLM MARTIN - Architecture, Interiors	DBE	\$ 198,953.59
3	GS - XDW (Wayfinding)		\$ 38,230.00
4	AECOM - Civil & Utilities		\$ 285,110.00
5	AECOM - Landscape		\$ 28,480.00
6	AECOM - Structural		\$ 319,820.00
7	HEES - Structural		\$ 131,740.00
8	TLC - MEP & FP		\$ 334,905.00
9	ARORA- Special Systems	DBE	\$ 95,217.00
10	CMC - Building Envelope, Waterproofing	DBE	\$ 99,625.27
11	Lerch Bates - Vertical Transportation Consulting--Escalators		\$ 20,171.25
12	GS - Commissioning		\$ 107,128.00
Total CCA - Fees			\$ 3,234,910.11
Reimbursable Expenses - Construction Phase			
1	CCA Travel & Other Expenses		\$ 86,915.44
Reimbursable Expenses Sub Total			\$ 86,915.44
Overall Fees and Reimbursable Expenses			\$ 3,321,825.55
(Overall Project DBE Participation Goal = 8.9%)		Overall DBE Participation	12.17%

Project: 182, Proposed - 183, McMoran Archives
CONSTRUCTION CONTRACT ADMINISTRATION/CONTRACT SERVICES
 3/15/2023

Task Description	Principal	Sr. Project Manager	Project Architect	Specification Writer	Sr. Interior Designer	Revisit	Architectural Designer	CUA Document Control	Classified II	Classified I	Fill as staff title	Fill as staff title	Total
1. Review Measurements & CUA (See Attachment 1 & 2)	5	64	208										312
2. Coordinate OAC Meetings, Call/Interview, (see site notes - original attachment)		4	160										160
3. CMAA/Subcontractor Coordination Meetings (see Attachment 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100)		16	40										56
4. Site Visits and Observations (see Attachment 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100)		42	132										174
5. Additional Site Visits (see Attachment 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100)		16	40										56
6. Submit Reviews (Project Data and Shop Drawings)		2	24										26
7. Review Submittals (see Attachment 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100)		2	24										26
8. Submit Final Review Drawings/Specifications/Leakage		2	24										26
9. Application for Disinfectant Reviews		2	24										26
10. Punch Lists		2	24										26
11. Submittal Completion Documents		2	24										26
12. Final Complete Site Visits		2	24										26
13. Project Closeout - Final design model exchange/ Record Documents		16	60										76
14. Review/Approve/Products designed/specified by design team; accommodate for Owner/Furnish provided items	2	20				16							48
15. AIAI Reviews & Comments on Design Changes	4		16			16							32
EXCLUDED SERVICES													0
Owner Represent Design Changes & Bulletin (Not Included)													0
Design Change/Change Review/Order (Not Included)													0
ICM Represent Design Changes (Not Included)													0
Review of Owner Furnished Items (Not Included)													0
Consensus ITx of Design Reviewed by Construction ITx (Not Included)													0
Attendance at CMAA team club meetings													0
Attendance at meetings or site visits/observation not included above													0
Subtotal Hours	9,000	214,000	973,000			144,000	11,000	119,000					1,470
Billing Rate \$	216.19 \$	201.50 \$	127.16 \$	100.00 \$	134.01 \$	84.78 \$	127.71 \$	127.13 \$	98.25 \$	64.21 \$			296,926.92
Subtotal Direct Labor \$	1,945,711 \$	43,099,800 \$	123,728,608 \$			13,648,312 \$	1,404,812 \$	15,124,871 \$					296,926.92
Subtotal Materials TOTAL PER \$													196,926.92

Based on W.P.I. & C. Current Active 6 months
 Approved Count, Phase Work Duration (months) 6

CONSTRUCTION CONTRACT (GCA) SERVICES - AECOM CIVIL												
AECOM Project Manager												
	SR Engineer	Project Engineer	SR Designer	CAD Tech	SR CADD	SR Utility Engineer	Utilize Engineer	Specialists Writer	CPA Drawings Control	Administrative Assistant	Fill in staff title	Total
1	28	16	16	4	2	1			80	40		284
2	10	12	16							8		72
3	10	12	16							8		72
4	10	12	16							8		72
5	10	12	16							8		72
6	10	12	16							8		72
7	10	12	16							8		72
8	10	12	16							8		72
9	10	12	16							8		72
10	10	12	16							8		72
11	10	12	16							8		72
12	10	12	16							8		72
13	10	12	16							8		72
14	10	12	16							8		72
15	10	12	16							8		72
16	10	12	16							8		72
17	10	12	16							8		72
18	10	12	16							8		72
19	10	12	16							8		72
20	10	12	16							8		72
21	10	12	16							8		72
22	10	12	16							8		72
23	10	12	16							8		72
24	10	12	16							8		72
25	10	12	16							8		72
26	10	12	16							8		72
27	10	12	16							8		72
28	10	12	16							8		72
29	10	12	16							8		72
30	10	12	16							8		72
31	10	12	16							8		72
32	10	12	16							8		72
33	10	12	16							8		72
34	10	12	16							8		72
35	10	12	16							8		72
36	10	12	16							8		72
37	10	12	16							8		72
38	10	12	16							8		72
39	10	12	16							8		72
40	10	12	16							8		72
41	10	12	16							8		72
42	10	12	16							8		72
43	10	12	16							8		72
44	10	12	16							8		72
45	10	12	16							8		72
46	10	12	16							8		72
47	10	12	16							8		72
48	10	12	16							8		72
49	10	12	16							8		72
50	10	12	16							8		72
51	10	12	16							8		72
52	10	12	16							8		72
53	10	12	16							8		72
54	10	12	16							8		72
55	10	12	16							8		72
56	10	12	16							8		72
57	10	12	16							8		72
58	10	12	16							8		72
59	10	12	16							8		72
60	10	12	16							8		72
61	10	12	16							8		72
62	10	12	16							8		72
63	10	12	16							8		72
64	10	12	16							8		72
65	10	12	16							8		72
66	10	12	16							8		72
67	10	12	16							8		72
68	10	12	16							8		72
69	10	12	16							8		72
70	10	12	16							8		72
71	10	12	16							8		72
72	10	12	16							8		72
73	10	12	16							8		72
74	10	12	16							8		72
75	10	12	16							8		72
76	10	12	16							8		72
77	10	12	16							8		72
78	10	12	16							8		72
79	10	12	16							8		72
80	10	12	16							8		72
81	10	12	16							8		72
82	10	12	16							8		72
83	10	12	16							8		72
84	10	12	16							8		72
85	10	12	16							8		72
86	10	12	16							8		72
87	10	12	16							8		72
88	10	12	16							8		72
89	10	12	16							8		72
90	10	12	16							8		72
91	10	12	16							8		72
92	10	12	16							8		72
93	10	12	16							8		72
94	10	12	16							8		72
95	10	12	16							8		72
96	10	12	16							8		72
97	10	12	16							8		72
98	10	12	16							8		72
99	10	12	16							8		72
100	10	12	16							8		72

CONSTRUCTION CONTRACT ADMINISTRATION (CCA) SERVICES - Avera													
SIO Terminal Expansion Project													
Budget Year Proposed - Avera													
CONSTRUCTION CONTRACT ADMINISTRATION (CCA) SERVICES													
12/22													
Task Description	Principal	Chief Engineer II	SR Project Manager	SR Specialist III	SR Specialist II	Design II	RIM Manager	RIM Tooladmin	CCA Unclassified - Control	Administrative - Accounting	Fill in staff file	Fill in staff file	Total
1. Review & CCA Configuration			2										
2. Coordinate CCA Measures			2										
3. CCA/ Subcontractor Coordination Meeting				14	12								26
4. Site Visit and Observation Reports			6		48								54
5. Submittal Reviews (Prebid, Bid, and Shop Drawings)			2	2	34								38
6. Submittal Reviews (Prebid, Bid, and Shop Drawings)					20								20
7. Submittal Reviews - Design/Specification Issues			12		56								68
8. Application for Payment Reviews			12		48								60
9. Punch List					48								48
10. Final Complete Site Visit					48								48
11. Project Closeout (final change orders, Request Documents for E/O and P/O)				18			9	24					51
12. A/E Review & Comments on Design Changes				24									24
13. A/E Review & Comments on Design Changes													
14. A/E Review & Comments on Design Changes													
15. A/E Review & Comments on Design Changes													
16. A/E Review & Comments on Design Changes													
17. A/E Review & Comments on Design Changes													
18. A/E Review & Comments on Design Changes													
19. A/E Review & Comments on Design Changes													
20. A/E Review & Comments on Design Changes													
21. Design Change Request Review (A/E Review)				17.00	24.00								41.00
22. Design Change Request Review (A/E Review)				31.00	24.00								55.00
23. Estimate 17% or Design Revision (A/E Review)			10,465.00	3,724.00	42,316.00	24,600.00	1,266.00	7,992.00	4,912.00	50.00			93,275.00
Subtotal Direct Labor			462.00	1,352.00	10,465.00	3,724.00	42,316.00	24,600.00	1,266.00	7,992.00	50.00		93,275.00
Subtotal Direct Labor													
Based on Spec Systems Contract 14 month.													
Assumed Cover: 14 month													
AVERA TOTAL FEE \$ 96,317.00													

Project: New Improved Land Uses (Vertical Transportation)									
SRQ Terminal Expansion Project									
CONSTRUCTION CONTRACT ADMINISTRATION (CAA) SERVICES									
Task Description	Principal	Consultant	CAAD Operator	Clerical					Total
1 Construction CAA: Monitor (including all sub-tasks) - 0.50 hrs		0							0
2 Construction CAA: Monitor (including all sub-tasks) - 0.50 hrs		0							0
3 Submittal Review (Prepared Drawings and Shop Drawings) - 12		12							12
4 RH Responses (15 RH responses @ 1.5 hrs each) - 22.5		22.5							22.5
5 Permit Letter (1 permit @ 1.5 hrs) - 1.5		1.5							1.5
6 Permit Compliance Site Visit (1 visit @ 1.5 hrs) - 1.5		1.5							1.5
7 Project Closeout (1 visit @ 1.5 hrs) - 1.5		1.5							1.5
8-17 All Review & Comments on Design Changes - 10.00 hrs		10							10
EXCLUDED SERVICES:									
Owner Requested Design Changes & Revisions (Not Included)									
Construction CAA: Monitor (including all sub-tasks) - 0.50 hrs		0							0
Submittal Review (Prepared Drawings and Shop Drawings) - 12		12							12
Permit Letter (1 permit @ 1.5 hrs) - 1.5		1.5							1.5
Permit Compliance Site Visit (1 visit @ 1.5 hrs) - 1.5		1.5							1.5
Project Closeout (1 visit @ 1.5 hrs) - 1.5		1.5							1.5
Subtotal Hours		90.65							90.65
Hourly Rate	\$ 220.00	\$ 20,142.85	\$ 192.00	\$ 93.00					\$ 20,177.25
Subtotal Direct Labor	\$ -	\$ 20,177.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,177.25
Subtotal Indirect Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Materials	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Total	\$ -	\$ 20,177.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,177.25
Overall Total Price	\$ 0.000	\$ 0.000	\$ 0.000	\$ 0.000	\$ 0.000	\$ 0.000	\$ 0.000	\$ 0.000	\$ 20,177.25
Assumed Cost (Base Work Contract (initial))	\$ 0.000	\$ 0.000	\$ 0.000	\$ 0.000	\$ 0.000	\$ 0.000	\$ 0.000	\$ 0.000	\$ 0.000

Name of Traveller	Name of Firm	Length of Trip (nights)	Travel Origin/ Destination City	Travel Destination City	Mileage Cost (\$)	Estimated Parking Cost (\$)	Transp Cost (Uber) (\$)	Air Fare Cost (\$)	Hotel Cost (\$)	Rental Car Cost (\$)	Transp Cost (Uber) (\$)	Total Fuel Cost (\$)	Estimated Meal Costs (Daily Rate) (\$)	Total Trip Cost (\$)	Number of Trips	Trip Costs (\$)	Total (\$)
1 Gresham Smith Arch	Gresham		Tampa	SRQ	\$ 75.00	\$ 20.00							\$ 25.00	\$ 120.00	97	\$ 11,640.00	\$ 11,640.00
2 Gresham Smith ID	Gresham		Tampa	SRQ	\$ 75.00	\$ 20.00							\$ 25.00	\$ 120.00	8	\$ 960.00	\$ 960.00
Gresham Smith XDW	Gresham		Tampa	SRQ	\$ 75.00	\$ 20.00							\$ 25.00	\$ 120.00	4	\$ 480.00	\$ 480.00
Gresham Smith XDW	Gresham	1	Nashville	SRQ	\$ 70.00	\$ 20.00		\$ 650.00	\$ 170.00	\$ 60.00		\$ 10.00	\$ 60.00	\$ 1,040.00	1	\$ 1,040.00	\$ 1,040.00
Gresham Smith Cx PM	Gresham	1	Nashville	SRQ	\$ 70.00	\$ 20.00		\$ 650.00	\$ 170.00	\$ 60.00		\$ 10.00	\$ 60.00	\$ 1,040.00	2	\$ 2,080.00	\$ 2,080.00
Gresham Smith Cx PM	Gresham	2	Nashville	SRQ	\$ 70.00	\$ 20.00		\$ 650.00	\$ 170.00	\$ 60.00		\$ 10.00	\$ 60.00	\$ 1,040.00	4	\$ 4,160.00	\$ 4,160.00
Gresham Smith Cx Mech	Gresham	1	Orlando	SRQ	\$ 156.00	\$ 20.00			\$ 170.00	\$ 60.00		\$ 10.00	\$ 60.00	\$ 476.00	4	\$ 1,904.00	\$ 1,904.00
Gresham Smith Cx Elec	Gresham	2	Nashville	SRQ	\$ 15.00	\$ 20.00		\$ 660.00	\$ 170.00	\$ 60.00		\$ 10.00	\$ 60.00	\$ 1,255.00	2	\$ 2,470.00	\$ 2,470.00
Steve Henriquez	AECOM		Tampa	SRQ	\$ 75.00	\$ 20.00							\$ 25.00	\$ 120.00	20	\$ 2,400.00	\$ 2,400.00
Kelli Perry	AECOM		Tampa	SRQ	\$ 75.00	\$ 20.00							\$ 25.00	\$ 120.00	12	\$ 1,440.00	\$ 1,440.00
Dave Wilcox	AECOM		Tampa	SRQ	\$ 75.00	\$ 20.00							\$ 25.00	\$ 120.00	3	\$ 360.00	\$ 360.00
Jim Gilman	AECOM		Tampa	SRQ	\$ 75.00	\$ 20.00							\$ 25.00	\$ 100.00	3	\$ 300.00	\$ 300.00
Jessica Sullivan	AECOM		Tampa	SRQ	\$ 75.00	\$ 20.00							\$ 25.00	\$ 100.00	0	\$ -	\$ -
Saeed Kasrani	AECOM		Tampa	SRQ	\$ 75.00	\$ 20.00							\$ 25.00	\$ 220.00	5	\$ 600.00	\$ 600.00
Vincent Vaccarello-Walshira	AECOM		Valrico	SRQ	\$ 75.00	\$ 20.00							\$ 25.00	\$ 120.00	10	\$ 1,200.00	\$ 1,200.00
George Papadopoulos	AECOM		Tampa	SRQ	\$ 75.00	\$ 20.00							\$ 25.00	\$ 120.00	6	\$ 720.00	\$ 720.00
Nicholas Ivo-Baptiste	AECOM		Tampa	SRQ	\$ 75.00	\$ 20.00							\$ 25.00	\$ 120.00	79	\$ 9,480.00	\$ 9,480.00
Miguel Martin	MCM	1	Dunedin	SRQ	\$ 188.64	\$ 20.00			\$ 189.00				\$ 69.00	\$ 427.64	71	\$ 30,362.44	\$ 30,362.44
Arora Engineer II	Arora Engineer	2	RDJ	SRQ	\$ -	\$ -	\$ 80.00	\$ 500.00	\$ 197.00	\$ -	\$ 80.00	\$ -	\$ 69.00	\$ 1,196.00	3	\$ 3,576.00	\$ 3,576.00
Arora Sr Specialist II	Arora Engineer	2	PHL	SRQ	\$ 22.00	\$ 28.00		\$ 600.00	\$ 197.00	\$ -	\$ 80.00	\$ -	\$ 69.00	\$ 1,290.00	6	\$ 7,740.00	\$ 7,740.00
Jon Macias	CMC	0	Tampa	SRQ	\$ 57.00	\$ 20.00							\$ 25.00	\$ 77.00	16	\$ 1,232.00	\$ 1,232.00
Carey Hunt	CMC	0	Tampa	SRQ	\$ 57.00	\$ 20.00							\$ 25.00	\$ 77.00	23	\$ 1,771.00	\$ 1,771.00
															379	\$ 86,915.44	\$ 86,915.44

AGENDA ITEM NO. 6.3

SARASOTA MANATEE AIRPORT AUTHORITY
MARCH 27, 2023 MEETING
STAFF NARRATIVE

REQUEST FOR APPROVAL: PROFESSIONAL PLANNING, ARCHITECTURAL & ENGINEERING SERVICES
CONTRACT FOR THE MASTER PARKING PLAN PROJECT

EXECUTIVE SUMMARY: The Board selected InterVistas as the number one ranked firm at the January 2023 Board meeting to provide professional planning, architectural, and engineering services to plan, design, permit, and provide construction phase services for the Master Parking Plan Project. The initial planning and conceptual design services were negotiated in the amount of \$665,356.00.

NARRATIVE: With the significant increases in airline traffic, the existing parking facilities are not sufficient to meet demand. This professional contract will inventory existing parking infrastructure and demand, forecast future parking needs in 5, 10, and 20-year planning activity levels, develop alternate (location, size, features, scalability, and passenger usability) parking facilities, prepare more detailed concepts and budget costs based upon the alternatives, and prepare a recommendation to the Airport Authority. In addition, airport roadway circulation, shuttle routes, and potential future terminal expansion impacts will be evaluated along with the latest technology for revenue control. Based upon the results from the parking study, the consultant will begin expedited design and permitting of the new facilities.

A detailed scope was prepared by InterVistas and was submitted to staff for review. A fee was negotiated in the amount of \$665,356.00. This project is funded through Authority funds.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority authorize the Chairman to execute a design contract with InterVistas in the amount of \$665,356.00 with a 10% contingency providing an authorized level of \$731,892.00. Staff also requests authorization to prepare all documents necessary to implement this action.

ATTACHMENTS: Contract, scope & fee

**CONTRACT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
THE SARASOTA MANATEE AIRPORT AUTHORITY
Sarasota Bradenton International Airport
AND
INTERVISTAS CONSULTING, INC.**

Project Title: Master Parking Plan Project

This Contract is made and entered into this ____ day of _____, 2023 by and between the Sarasota Manatee Airport Authority, a political subdivision of the State of Florida, (hereinafter referred to as the "Authority"), and InterVISTAS Consulting, Inc. (hereinafter, referred to as the "Consultant"). The Contract is effective on the date of execution by the Authority.

WITNESSETH:

The parties hereto agree that the services to be performed by the Consultant under this Contract, the objectives and conditions of the Contract, the fees to be paid for such services, and the time of performance of this Contract shall be as described below:

Item 1 - Scope of Services

Except as modified by this Contract, the Consultant shall provide services as outlined in attached "Scope of Work".

Item 2 - General Conditions

- A. Basic Data Provided by Authority - The Authority shall make available to the Consultant such appropriate data and information as are available to the Authority and under its control.
- B. Coordination - Continuing coordination shall be maintained with the Authority to assure applicability of the findings with respect to specific local conditions and compatibility with the Authority's general policies and goals.
- C. Representatives - To expedite the undertaking of services performed under this Contract and to permit the coordination of materials, commitments and correspondence, the Authority hereby designates Kent D. Bontrager, A.A.E., P.E., Senior Vice President of Engineering, Planning & Facilities, or designee as its representative, and the Consultant hereby designates Daniel Barton, Senior Director as its representative to whom all correspondence, materials, requests for conferences and other similar data shall be directed.
- D. Time of Performance - This contract shall commence on the date signed by the Authority and end March 30, 2024. Any extension of the Contract shall be at the sole discretion of the Authority.
- E. Compensation - The Authority agrees to pay the Consultant a not-to-exceed amount of **six hundred sixty-five thousand, three hundred fifty-six dollars and zero cents (\$665,356.00)**.
- F. Method of Payment - The Authority shall pay the Consultant for services in Item 1, Scope of Services, in accordance with statements to be submitted by the Consultant to the Authority. Such statements shall be submitted monthly and shall cover services

performed during the preceding month.

G. Availability of Records –
Books and Records

During the period of this Contract and for three years thereafter, the Consultant shall keep any and all information, materials, and data of every kind and character including without limitation records, books, papers, and documents in accordance with generally accepted accounting principles that may in the Authority's judgment pertain to any matters or obligations covered by the Contract. Such records shall also include, but not be limited to those records necessary to evaluate and verify direct and indirect costs (including overhead allocations). Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures, time sheets, payroll registers, cancelled checks, original estimates, estimating work sheets, correspondence, change order file, back charge logs and supporting documentation, general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends to the extent necessary to adequately permit evaluation and verification of:

- a) Consultants compliance with Contract Requirements, and
- b) Compliance with provisions for pricing change orders, invoices or claims submitted by the Consultant or any of its payees.

The Consultant shall require all payees (i.e. subconsultants/suppliers) to comply with the provisions of this article by insertion of the requirements in any Contract between the Consultant and the payee; such requirements to include flow-down right of the audit provision to all payees.

Audits and Inspections

The Consultant's records shall be open to inspection and subject to audit and/or reproduction during normal business working hours. An Authority representative or outside representative engaged by the Authority may perform such audits or inspections throughout the term of this Contract and for a period of three years after final payment or longer if required by law.

The Consultant shall provide, at its sole cost and expense the books of account and records requested by the Authority for audit within sixty (60) calendar days of receiving a written request. If the books of account and records are kept at locations other than the Airport, the Consultant shall arrange for them to be brought to a location convenient to the auditors for the Authority, or the Consultant may at its option transport the Authority audit team to the Consultant's headquarters for purposes of undertaking said audit. In such event, the Consultant shall pay reasonable costs of transportation, food and lodging for the Authority's audit team. There may be no limitation in the scope of the examination that would hinder the Authority or its authorized representative in testing the accuracy of the claims submitted.

An audit report will be issued by the Authority or its representative and made available to the Consultant. Consultant shall have thirty (30) calendar days to comment in writing on the audit report. Failure of Consultant to submit written comments shall constitute acceptance of the audit report as issued.

Any adjustments and/or payment which must be made as a result of any such audit or inspections of the Consultants' invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the Authority's findings to the Consultant.

If an audit inspection or examination in accordance with this article, discloses overpricing or overcharges (of any nature) by the Consultant to the Authority in excess of one-half of one percent (.5%) of the total Contract billings the reasonable actual cost of the Authority's audit shall be reimbursed to the Authority by the Consultant.

H. PUBLIC RECORDS LAW, CONFIDENTIALITY:

Vendors should be aware that all submittals provided with a bid are subject to public disclosure and will **not** be afforded confidentiality. All proposal documents or other materials submitted by all bidders in response to this bid will be open for inspection by any person and in accordance with Chapter 119, Public Records Law, and as amended, Florida Statutes. The Vendor shall agree to comply with public records laws, and shall, specifically:

1. Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services;
 2. Provide the public with access to public records on the same term as and conditions as the Authority would provide the records and at a cost that does not exceed the cost provided in Ch. 119 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;
 4. Meet all requirements for retaining public records and transfer, at no cost, to the Authority all public records in possession of the Vendor 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 shall be provided to the Authority in a format that is compatible with the information technology systems of the Authority.
- I. Termination - This Contract may be terminated, in whole or in part, at any time upon not less than 24 hours written notice, by the Authority if the Consultant is in material breach of any of the provisions of this Contract. In the event of such termination, (1) all finished and unfinished documents, data studies, surveys, drawings, maps, and reports prepared by the Consultant pursuant to this Contract shall become the property of the Authority and shall be delivered by the Consultant to the Authority and (2) the Consultant shall be entitled to receive just and equitable compensation for all work satisfactorily completed on such documents and other materials or labor, said compensation to be based on the time and expense records kept in accordance with Paragraph G, provided that such compensation (together with all compensation previously paid under this Contract) shall not exceed the percentage of all work completed times the total compensation established by Paragraph E.
- J. Insurance – The Consultant shall obtain and maintain throughout the term of this Contract, comprehensive public liability and property damage insurance in limits of not less than \$1,000,000.00. The Consultant shall furnish automobile liability insurance, and proof of Workers Compensation or Employers' Liability Insurance as required by the Laws of the State of Florida, covering all persons employed by the Consultant in the performance of the duties described herein. Prior to proceeding with the services hereunder, the Consultant shall furnish an original Certificate of Insurance evidencing the existence of such insurance coverage. The Authority shall be named as an additional insured on the liability policies.

PROFESSIONAL LIABILITY: The awarded firm(s) shall procure and maintain Professional Liability Insurance for the life of this contract/agreement, plus two years after completion. This insurance shall provide coverage against such liability resulting from this contract. The minimum limits of coverage shall be \$5,000,000 with a deductible not to exceed \$100,000. The deductible shall be the responsibility of the Consultant.

This policy must be continued or tail coverage provided for two years after completion of the project.

- K. Assignability – The Consultant shall not assign any interest in this Contract and shall not transfer any interest in this Contract without the prior written consent of the Authority.
- L. Interest of the Consultant – The Consultant covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services under this Contract. No person having such interest shall be employed by the Consultant.
- M. Title VI Assurance; Obligations of the Consultant – During the performance of this Contract, the Consultant agrees as follows:
1. To comply with the requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21 Nondiscrimination in Federally-assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, as may be amended from time to time, which are herein incorporated by reference and made part of this Contract.
 2. With regard to the services hereunder, the Consultant shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in discrimination prohibited by Title 49, Section 21.5 of the Federal Regulations.
 3. In all solicitations either by competitive bidding or negotiation made by the Consultant in connection with the services to be performed under a subcontract, each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this Contract and the regulations prohibiting discrimination on the grounds of race, color, or national origin.
 4. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Contract, the Authority shall impose such sanctions as it or the appropriate federal agency may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under this Contract until the Consultant complies,
 - b. Cancellation, termination, or suspension of this Contract, in whole or in part.
 5. To include the provisions of paragraph L.1 through L.4 above in every subcontract, including Contracts for the procurement of materials and leases of equipment.
- N. Licenses and Permits – The Consultant shall at all times maintain and comply with all licensing and permitting requirements of state and local authorities. Prior to proceeding with the services hereunder, the Consultant shall furnish a copy of its licensure and the permit to the Authority evidencing the existence of such permit.

- O. Badging Safety and Security (as applicable) - Bidder's officers, invitees, employees, suppliers, and agents must abide by all applicable security regulations of the Authority and the Transportation Security Administration (TSA).

Any of bidder's officers, invitees, employees, suppliers, and agents who require unescorted access to any areas of the Airport where access is controlled for security reasons must make application for, and wear, Airport security badges. Those individuals must submit personal data for a Security Threat Assessment conducted by the FBI as required by Part 1542 of Federal Transportation Regulations and attend a security training session conducted by the Authority's Operations Department.

At the time the application is made, bidder is responsible for payment of the then current fee for fingerprinting and the fee for issuance of an initial security badge for any persons to whom this provision applies. The current fees are \$10 per badge and \$29 per threat assessment. Any badge not returned upon completion of the work contemplated by this solicitation is subject to a \$50 fee.

Any of bidder's officers or employees who will be required to drive inside secured Airport areas must attend and successfully pass an Airport approved driver training program. No vehicle shall be driven on the Airport without the driver possessing a valid State issued operator's license. No vehicle shall be driven on the Airport without proper identification (company logo or airport decal), proper safety marking (amber beacon or orange checkered flag) and proper insurance coverage. All drivers must comply with Section 3 of the Sarasota Bradenton International Airport Operating Rules & Regulations handbook.

No person who is authorized to drive inside secured Airport areas shall enter, cross or be present on any runway or taxiway pavement or safety areas without an approved airport escort. Any violation of this clause is subject to immediate suspension of the offender's airport access and a fine of up to \$10,000.

Details and form are available on the airport's website at www.srq-airport.com, then "Airport Business", then "Badging".

Item 3 - Miscellaneous

- A. Notices - Any notice hereunder shall be deemed sufficiently given by one party to the other if in writing and if and when delivered or tendered either in person, or by telegram or telex, or by the deposit of it in the United States mail, registered or certified, postage prepaid, addressed to the party to whom such notice is being given at such party's address provided below:

To the Authority: Kent D. Bontrager, A.A.E., P.E.
Senior Vice President, Engineering, Planning & Facilities
Sarasota Manatee Airport Authority
6000 Airport Circle
Sarasota, FL 34243

To the Consultant: Daniel Barton
Senior Director
InterVISTAS Consulting, Inc.
1505 McLaurin Lane
Fuquay-Varina, NC 27526

Any notice not given as above shall, if it is in writing, be deemed given if and when actually received by the party to whom it is required or permitted to be given.

- B. Governing Law - This Contract shall be governed by and construed in accordance with Florida law. Venue for any action brought pursuant to this Contract shall be in the Twelfth Judicial Circuit Court, Sarasota County, Florida.
- C. Captions - The captions to the sections, subsections, and paragraphs in this Contract are inserted for convenience only and shall not affect the construction or interpretation of this Contract.
- D. Counterparts and Duplicate Originals - This Contract and all amendments hereto may be executed in several counterparts and each counterpart shall constitute a duplicate original of the same instrument.
- E. Entire Contract - This Contract, together with the attachments hereto, constitutes the entire Contract between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous Contracts and understandings of the parties in connection herewith. No supplement, modification, or amendment of this Contract or discharge of any of the obligations hereunder, shall be binding unless executed in writing by the parties hereto.
- F. Severability - Any provision hereof prohibited by or unlawful or unenforceable under any applicable law shall be ineffective without affecting any other provision of this Contract. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Contract shall be deemed to be a valid and binding agreement in accordance with its terms.
- G. Attorney's Fees - In the event of any action to enforce or construe the provisions of this Contract, the prevailing party in such action (including in any bankruptcy proceeding) shall be awarded costs and reasonable attorney's fees in the defense or prosecution thereof as part of the judgment eventuating in such action.
- H. Immigration Reform and Control Act - Consultant acknowledges, and without exception or stipulation, Consultant shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the Consultant to comply with the laws referenced herein shall constitute a breach of the Contract and the Authority shall have the discretion to unilaterally terminate said Contract immediately.
- I. Third Parties - Nothing in this Contract, whether express or implied, is intended to confer any rights or remedies under or by reason of this Contract on any persons other than the parties to it and their respective successors and permitted assigns, nor is anything in this Contract intended to relieve or discharge the obligation or liability of any third persons to any party to this Contract, nor shall any provision give any third person any right of subrogation or action over or against any party to this Contract.

- J. Remedies; Waiver - The rights and remedies set forth herein shall be cumulative and in addition to any other remedies which may be available at law or in equity. The exercise of any remedy by either party shall not be deemed an election of remedies. No waiver of any of the provisions of this Contract shall be deemed, or shall constitute, a waiver of any other provision hereof or right hereunder (whether or not similar), nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver.
- K. Indemnity and Hold Harmless Requirements - Consultant shall indemnify and hold harmless the Authority, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Contract.
- L. Ownership of Work – At the time of the completion of the work, the Consultant shall deliver to the Authority all results and proceeds of the services performed under this agreement of any nature whatsoever and in whatever form (paper documents, electronic files, or otherwise) that are created, prepared, produced, authored, edited, or modified in the course of performing the Consultant's services under this agreement, including, without limitation, all tracings, plans, specifications, maps, reports, schematics, renderings, drawings, elevations, sections, and designs (collectively, the "Works"). To the fullest extent under the law, the Consultant acknowledges and agrees that the Authority is and shall be the sole and exclusive owner of all right, title, and interest throughout the world in and to all Works, including all confidential, proprietary, intellectual property, and other rights therein. The Authority shall have the unrestricted right (but not any obligation), in its sole and absolute discretion, to use any Work, and no royalty or other consideration shall be due or owing to the Consultant or any individual or entity as a result of such activities; provided that any reuse of a Work other than for the specific purpose intended hereunder will be at Client's sole risk and without liability or legal exposure to the Consultant or its subcontractors. Without limiting the generality of the foregoing, the Consultant specifically agrees that, to the extent permitted by law, each Work consisting of copyrightable subject matter is "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. § 101), and such copyrights are therefore owned by the Authority. In the event that, for any reason, all or any portion of any of the Works is not found to be owned by the Authority or otherwise does not constitute, or fails to be, a "work made for hire," the Consultant hereby irrevocably assigns to the Authority, without additional consideration, all right, title, and interest the Consultant may have or acquire in and to such Works throughout the world, including all intellectual property rights therein (including, for the avoidance of doubt, the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding to the foregoing throughout the world). To the extent any copyrights are assigned under this Section, the Consultant hereby irrevocably waives, to the extent permitted by applicable law, any and all claims it may now or hereafter have in any jurisdiction to all rights of paternity or attribution, integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" or *droit moral* in relation to all works of authorship to which the assigned copyrights apply. The Consultant will require each of its employees and contractors to execute written agreements containing obligations consistent with the provisions of this Section prior to such employee or contractor providing any services under this agreement. Nothing contained in this Agreement shall be construed to reduce or limit the Authority's right, title, or interest in any Work or any rights therein so as to

be less in any respect than the Authority would have had in the absence of this Agreement.

- M. Further Assurances – Each of the parties hereto shall, from time to time at the request of the other party, furnish to the other party such further information or assurances; execute and deliver such additional documents, instruments, and conveyances; and take such other actions and do such other things, in each case as may be reasonably necessary or desirable to carry out the provisions of this agreement and give effect to the transactions contemplated hereby. This provision will survive termination of this agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Contract for Consulting Services has been executed in duplicate, by the respective parties hereto. A facsimile or electronic (including "pdf") copy of this Contract, and any amendments thereto, and any signatures thereon, shall be considered for all purposes as an original. Alternatively, such documents may be executed by electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

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

AUTHORITY:

SARASOTA MANATEE AIRPORT AUTHORITY

CONSULTANT:

InterVISTAS Consulting, INC.

BY: _____

BY: _____

Title: Chairman

Title:

OR

Title: President, CEO Fredrick J. Piccolo, A.A.E.

WITNESSES as to Authority:

WITNESSES as to Consultant:

1. _____

1. _____

2. _____

2. _____

InterVISTAS

a company of Royal HaskoningDHV

DRAFT SCOPE OF WORK

Master Parking Plan

Sarasota Bradenton International Airport



PREPARED FOR
Sarasota Manatee Airport Authority

PREPARED BY
InterVISTAS Consulting Inc.

Draft February 27, 2023

DRAFT

SCOPE OF WORK

MASTER PARKING PLAN

Sarasota-Bradenton International Airport

This scope of work includes the following tasks:

1. Project Initiation meeting with airport staff and parking management firm
2. Develop existing inventory
3. Obtain forecasts of airline passengers
4. Develop forecast of parking and landside requirements
5. Develop alternatives of new facilities
6. Prepare refined alternatives
7. Prepare recommendations and submit Master Parking Plan
8. Obtaining City and County permits
9. Analyze parking rates

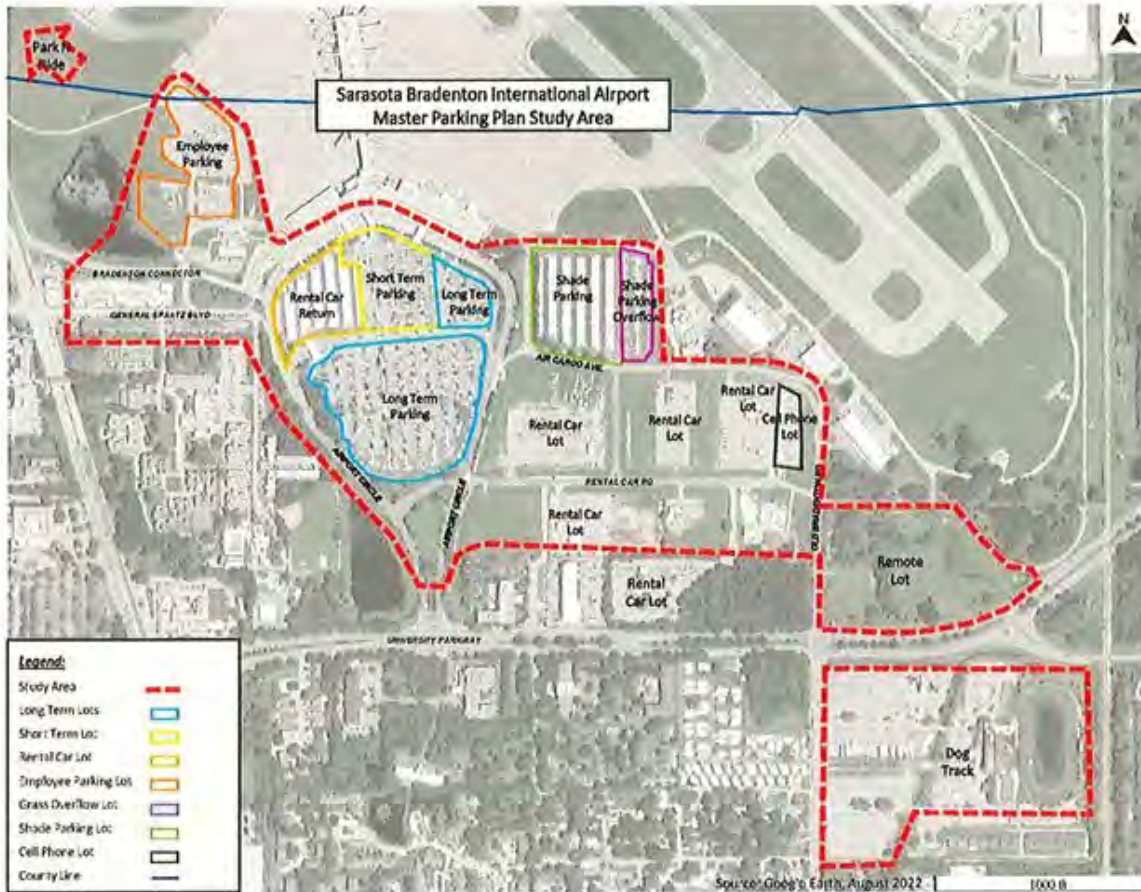
These tasks and the proposed six workshops are described in the following paragraphs.

Task 1. Project Initiation Meeting with Airport Staff and Parking Management Firm

At the outset we would schedule Workshop #1 with Sarasota Manatee Airport Authority's (SMAA or the Authority) Project Manager to:

- a. Confirm the lines of communication and day-to-day contacts.
- b. Review the project schedule and workshop dates included in this scope of work and adjust as necessary.
- c. Discuss the preferred process to allow participation by senior Airport staff and stakeholders.
- d. Review ongoing relevant projects and studies, such as the terminal expansion concept currently in development, development of the Ground Transportation Center (GTC), planning for a consolidated rental car Quick Turn-Around (QTA), and paving of overflow lots, as well alternative configurations considered during the planning for the new GTC and QTA. Coordinate with Authority's Project Manager to understand project status of projects already designed or in construction.
- e. Review the preliminary data set/wish list of requested information including parking transaction and revenue data, employee parking badge data, rental car transaction and revenue data, and reported trips by taxicab/limousine concessionaire.
- f. Review the SMAA's relevant vision, goals and objectives which can be used to evaluate alternatives during subsequent tasks.
- g. Schedule bi-weekly project coordination meetings. We have found it productive to conduct regularly scheduled conference calls with the client's Project Manager to review progress, describe upcoming work, prepare for forthcoming meetings or presentations, and resolve any outstanding project-related issues or unanticipated obstacles.
- h. Confirm the study are limits shown in the figure shown on the next page.

DISCUSSION DRAFT (2/27/23)



Concurrent with Workshop #1, we would meet with:

- a. The Airport's parking management firm to obtain an understanding of existing parking operations and challenges.
- b. Airport staff responsible for planning and managing parking and roadway operations, including those responsible for enforcement of the terminal curbside areas, to determine existing areas of concern.
- c. Representatives of the rental car companies to obtain an understanding of the unique aspect of existing operations and to review the planned improvements to existing rental car facilities.

Task 1 Product: An agreed upon project schedule and coordination process, identification of missing or unavailable data, and an initial list of the SMAA's relevant goals and objectives.

Task 2. Develop Existing Inventory

We would gather available reports and studies to document the size and capacity of SRQ's existing parking and landside facilities. At a minimum, the inventory would describe:

- Number of parking spaces by type of facility and use, and configuration of entries/exits
- Number of rental car spaces, service areas, allocations, and entry/exits
- Planned GTC area and use, and access controls

- Roadway configurations, lane uses, curbside allocations, and pedestrian crosswalk locations
- Service dock locations

The inventory will also consist of collecting or confirming relevant data gathered during Task 1, including but not limited to:

- Parking occupancy data by facility on a daily basis for 2022 and available 2023 data
- Parking transactions and revenues for the past five years
- 2022 hourly rental car transaction and available 2023 data (in close coordination with the rental car industry and would require holding a virtual meeting with representatives of the rental car companies)
- Any recent traffic surveys including traffic volumes and dwell times by vehicle type.
- Commercial ground transportation transaction and revenue data for the past five years.

Task 2 Product. While Task 2 would not result in a stand-alone deliverable, it would result inventory material to be reviewed with Airport staff during Workshop #2 to ensure our accurate understanding of existing conditions and planned expansion programs.

Task 3. Obtain Forecasts of Airline Passengers

It is anticipated that SMAA staff will provide the monthly airline passenger enplanements and deplanements for 2022 and the initial months of 2023 as well as the forecast of the passenger enplanements and deplanements expected to occur in 5-, 10- and 20-years. Ideally these forecasts would include both annual passenger volumes, monthly volumes, and hourly volumes occurring during the peak month. These forecasts of annual passengers would be used to define passenger activity levels (PALs) which would be used as the basis for subsequent Master Parking Plan tasks. Working with SMAA staff we would also identify high and low estimates of the passenger activity occurring in 20 years. These high and low estimates would be used to estimate a range of facility requirements to ensure future facilities provide adequate flexibility to accommodate possible changes in airline passenger travel patterns and mode choice.

Task 3 Product: Technical Memorandum #1 documenting the 5-, 10-, and 20-year forecasts of annual and peak hour airline passenger activity provided by Airport staff, the corresponding PALs, and the high and low estimates of the 20-year passenger activity.

Task 4. Develop Forecasts of Parking and Landside Requirements

We would prepare detailed forecasts of the requirements for each parking and landside facility component for the three PALs. The forecasts of parking and landside requirements would be prepared in the granularity needed to support subsequent development and analysis of alternative facility plans. These requirements would reflect the estimated changes in passenger use of TNCs, Mobility-as-a-Service, autonomous vehicles (AVs), need to accommodate electric vehicles (EVs), possible changes in travel modes by resident and non-resident airline passengers and by employees and change in airport landside operations. The methodology to be used to prepare the forecasts and parking and landside requirements and the corresponding products are described below. The forecasts of parking and landside requirements would be summarized in Technical Memorandum #2 and reviewed with Airport staff during Workshop #3.

- a. **Public parking.** We would develop estimates of future public parking requirements based upon space occupancies by facility for a 2022 peak month typical busy day in 2022 and available 2023 data, distinguishing demand for short-term parking, long-term parking, and shuttle lots (e.g.,

DISCUSSION DRAFT (2/27/23)

shaded and overflow lots). We would seek to represent any existing latent demand for public parking as well as Park-Sleep-Fly customers parking at nearby hotels. We would escalate estimated 2023 demands based upon the forecast growth of peak-month airline passengers for the selected PALs. The future requirements would be adjusted to account for vehicle circulation/improperly parked vehicles, spaces reserved for disabled passengers, the impacts of TNCs/AVs, and the possible changes in travel modes by resident and non-resident airline passengers. Initially these requirements would be presented without regards to facility location or configuration (i.e., structure or walkable or shuttle surface lot) but would be compared to the public spaces available at the Airport (or soon to be provided). We would coordinate with Airport staff to determine policies for EV charging stations for public parking.

Product. Estimates of the public parking spaces required to accommodate a typical busy day during the peak month by product (e.g., hourly/close-in, daily, economy, and overflow parking) at each PAL and documentation of the adequacy of the existing spaces.

- b. **Employee parking.** We would prepare estimates of parking spaces required to accommodate employees of the SMAA, the airlines (separating based and non-based flight crews), and other Airport tenants through analysis of existing employee parking badges, observations of current demands (space occupancies) occurring during overlaps of shifts, and input from SMAA staff. The future requirements would be adjusted to account for vehicle circulation/improperly parked vehicles, spaces reserved for disabled passengers, the impacts of potential changes in travel modes by employees. The requirements would be compared to the employee parking spaces available at the Airport. We would coordinate with Airport staff to determine policies for EV charging stations for employee parking.

Product. Estimates of the required parking spaces to accommodate terminal area employees parking needs occurring during overlapping shifts during busy seasons at each PAL and documentation of the adequacy of the existing employee parking areas.

- c. **Access, circulation, and curbside roadways.** We would develop estimates of 2023 peak-month average day peak hour traffic volumes on all key existing terminal area curbside and roadway links within the Study limits as well as the peak hour turning movements at the intersections formed by the westward extension of Rental Car Road and inbound and outbound Airport Circle. These estimates would be prepared using the results of traffic surveys conducted in March 2023 by AECOM, and by comparing those with the traffic volume and vehicle mix surveys conducted as part of the Master Plan Update. The March 2023 volumes would be adjusted to represent peak month conditions, and changes in vehicle mix that may have occurred since the Master Plan Update surveys were completed.

We would estimate hourly traffic volumes by direction on key terminal area roadway links during the departure peak hour, arrivals peak hour, and combined peak hour during an average day of the peak month for each PAL. These volumes would be calculated using the roadway traffic assignment algorithm that we have developed and used at numerous airports. This algorithm estimates future peak hour roadway traffic volumes based upon the forecast growth of peak hour airline passengers and expected changes in travel models and traffic circulation patterns.

Using this algorithm, we would compare the estimated future traffic volumes on each link with the calculated capacity of the link to determine the Level of Service (LOS) for existing and future peak

hour conditions. The LOS definitions and roadway capacities would be based on those presented in Airport Cooperative Research Program Report 40 (Airport Curbside and Terminal Area Roadway Operations) or the update of this report.

Product. Peak hour roadway traffic volumes, and LOS for each PAL, for key terminal area roadway links including the volumes entering and exiting rental car and parking facilities. Where needed, estimates of weaving traffic would be prepared.

- d. **Terminal curbsides.** We would estimate the curbside requirements using the forecast curbside roadway traffic volumes and estimated curbside dwell times. The curbside traffic volumes to be used would be those occurring during the peak departures hour, peak arrivals hour, and combined peak hour. Dwell times would reflect data gathered during the Master Plan Update as well as those data we have recently observed at other major airports.

We would compare the estimated curbside requirements (i.e., required curb length) with the calculated curbside roadway capacity considering the existing available curbside space (i.e., excluding space occupied crosswalks or Airport vehicles) to determine the curbside LOS using the latest version of the Quick Analysis Tool for Airport Roadways (QATAR).

Product. Terminal building curb space requirements and LOS for each PAL for the departures peak hour, arrivals peak hour, and combined peak hour.

- e. **Rental cars.** We would use a transparent and analytical methodology to forecast future rental car facility requirements. This allows rental car industry representatives to review our forecasts and key assumptions, as appropriate.. Using the 2022 and available 2023 hourly transaction data gathered as part of Task 2, we will calculate 2023 facility requirements using industry-accepted processing times, escalate these requirements based upon the forecast growth in peak-month airline passenger activity, and adjusting the future requirements for expected changes in future modes and in industry operations. We have recently used this same transaction-based approach to prepare estimates of rental car facility requirements at the airports serving Dallas/Fort Worth, Dallas (Love), Denver, Greensboro, Grand Rapids, Newark, Reno, and Raleigh-Durham. In each case, this approach has been met with the approval of both the airport operators and rental car company representatives. We would compare our estimates of future rental car facility requirements with those prepared by PGAL as part of the consolidated QTA development. We would coordinate with Airport staff to determine policies for EV charging stations for rental cars.

Product. Estimated ready and return car spaces, customer service counters/back-office space, QTA components (e.g., stacking spaces, fuel dispensers, electric vehicle chargers, car wash tunnels, light vehicle maintenance bays), and storage of idle vehicles and areas for in-fleeting and de-fleeting and car carrier parking.

- f. **Ground Transportation Center.** We would review the program developed by others to support the planning and design of the new GTC and compare it with reported TNC transaction data and outbound trips reported by the taxicab/limousine concessionaire, and hotel/motel courtesy van operations. Using these requirements as a base, we would escalate them to represent future conditions recognizing likely changes in passenger travel mode choice, changes in commercial ground transportation operating patterns, and location of commercial vehicle hold lots.

Product. Forecasts of spaces required by each commercial ground transportation service at each PAL.

Overall Task 4 Product. Technical Memorandum #2 presenting the requirements for each of the above parking and landside facility components, and comparing these requirements with the estimated capacity of the existing facilities (e.g., parking, roadways, and rental car facilities) at each PAL, highlighting those components expected to operate unsatisfactorily/provide insufficient capacity.

We would prepare for and conduct Workshop #3 to review the forecasts of parking and landside facility requirements with Airport staff.

Task 5. Develop Alternatives of New Facilities.

We would develop alternative facility improvement plans that would increase capacities and improve the operations of those facilities determined to provide insufficient capacity or operate unsatisfactorily, as identified in Task 4. We would initially consider a broad range of alternatives including:

- New facilities serving a combination of public parking, rental car facilities, and ground transportation passenger boarding areas
- Expansion of existing facilities including reconfiguration of existing parking lots, curbside areas, or modification to roadway alignments or intersections
- Pricing—managing parking demand by adjusting differential parking rates.
- Changes to operation or policies—modifying the manner in which the parking and/or rental car facilities, or GT facilities are operated to improve efficiency and reduce space needs, while achieving desired customer service objectives.

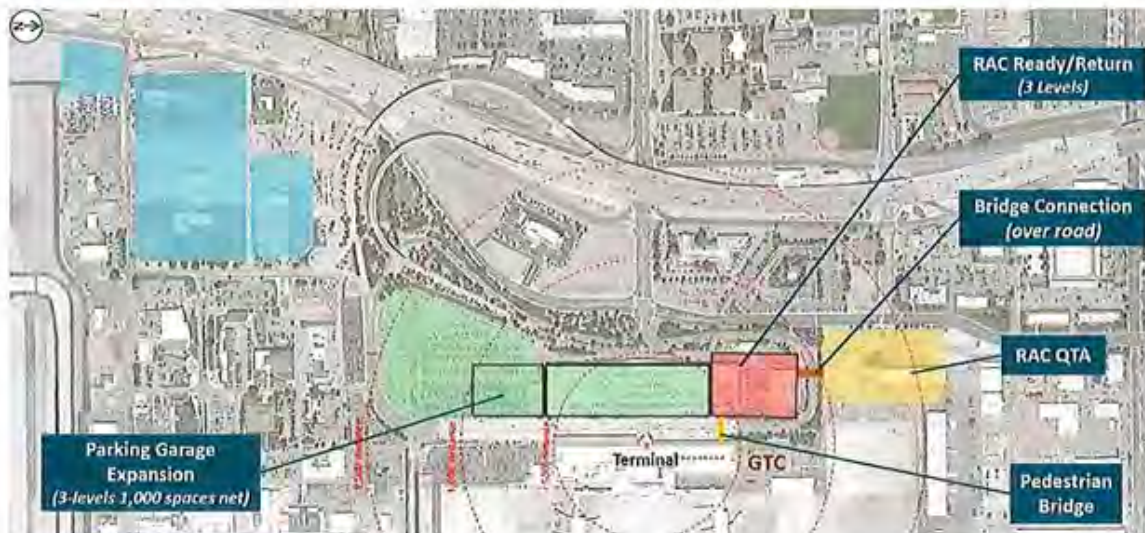
We would examine the recommendations presented in the Master Plan Update relative to parking, facilities and roadways, and the plans for the new QTA and GTC facilities. Working with other team members we would seek to better understand the long-term vision for the development and expansion of the terminal building (including a potential second level). When developing alternative facility improvements, we would configure the location and layout of any new facilities to complement the planned future expansion of the terminal building.

The initial set of alternatives would be reviewed with Airport staff during Workshop #4, to seek their comments and suggestions. These plans would be diagrammatic in nature, depicting the required footprint of the parking and rental car facilities and roadway alignments. It is anticipated that during Workshop #4, up to five preferred alternative plans would be prepared and presented, with each plan having three phases of development, corresponding to each PAL. These schematic concepts would depict:

- General parking areas and number of levels (may not include the layout of individual spaces) with entry and exit points.
- General rental car ready/return, QTA, and customer service areas (may not include the layout of individual spaces) with entry and exit points.
- Changes to roadway layouts or alignments showing number of lanes, intersections, and merge/diverge points.
- Pedestrian circulation paths.

DISCUSSION DRAFT (2/27/23)

The figure below, prepared as part of a recently completed project for the Reno-Tahoe Airport Authority, depicts the level of detail to be prepared as part of Task 5.



Example of Initial Alternatives

Source: InterVISTAS Consulting, Landside Operations Planning Study, Reno International Airport

We would prepare a draft evaluation of the initial alternatives to be reviewed with Airport staff during Workshop #4. As part of the evaluation, we would consider how the approval of any new parking facilities would be impacted by their location in the City and County and the associated permitting and approval process.

Task 5 Product. Concept-level plans depicting the initial set of alternatives and a draft evaluation of these alternatives. Technical Memorandum #3 would present phased development plans for each the five initial alternatives. It is envisioned that at the conclusion of Workshop #4, Airport staff would select three concept level alternatives or combination of alternatives for further refinement during Task 6.

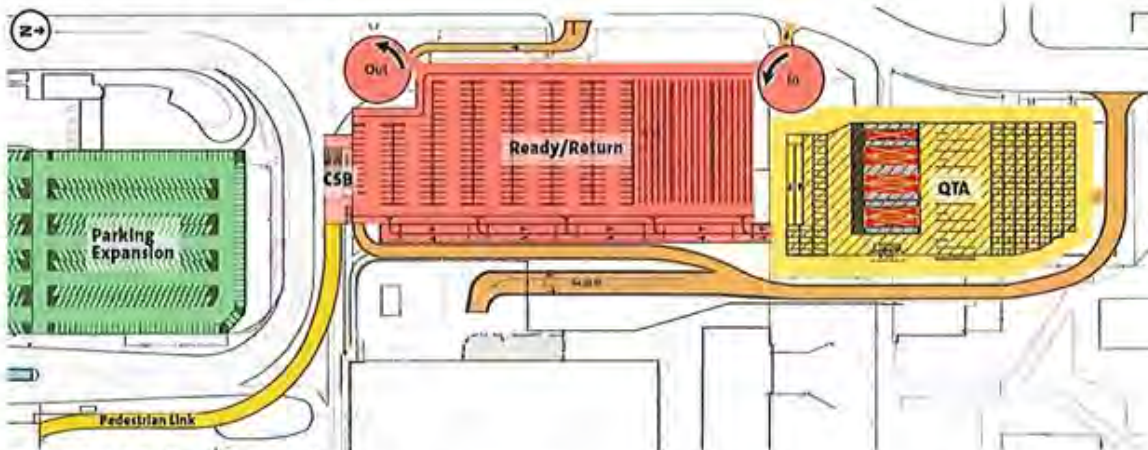
Task 6. Prepared Refined Alternatives

Subsequent to the Workshop 4 review, we would prepare schematic drawings containing substantially more detail than what was included in the Task 5 initial alternatives. For example, the Task 6 work products would depict:

- More precise footprints of parking structures and surface lots containing public parking and rental car facilities as well as plan views of the aisles/circulation paths and vertical circulation elements within these facilities.
- Vehicular access and circulation routes including modifications to roadways and intersections.
- Pedestrian circulation routes.
- Layout of the GTC.
- Curbside allocation plans and crosswalk location(s).
- Provision of ADA compliant spaces with parking lot and structures, along pedestrian circulation paths, and at the GTC and terminal curbside.

DISCUSSION DRAFT (2/27/23)

The figure below, prepared as part of a recently completed project for the Reno-Tahoe Airport Authority depicts the level of detail to be prepared as part of Task 6.



Example of Refined Alternative

Source: InterVISTAS Consulting, Landside Operations Planning Study, Reno International Airport

For each of the refined alternatives, we would:

- a. Develop high-level phased development plans for each the three refined alternatives, indicating how parking, rental car, roadway, and curbside facilities will maintain full capacity and efficient operations.
- b. Evaluate the route for any required parking (or rental car) shuttles, propose shuttle headways, and using this information estimate the number of shuttles needed (including spares)
- c. Conduct a review and evaluation of state-of-the-art parking revenue and security control technologies that could be incorporated into the refined alternatives to support the Authority's goals.
- d. Develop rough-order-of-magnitude (ROM) cost estimates for each of the three refined alternatives.

We would prepare draft evaluations of these refined alternative master parking plans using the evaluation measures selected during Task 1 and other measures as appropriate. These evaluations would include rough order-of-magnitude estimates of probable cost. We would also consider the implementation schedule of each of refined alternatives (e.g., when would the Airport's parking facilities accommodate the forecast requirements).

During Workshop #5 we would review the refined alternative parking and landside plans and their evaluation. We would also review the analysis of shuttles and new revenue and security technologies. It is anticipated that during Workshop #5 a preferred master parking plan would be selected.

Task 6 Product. Technical Memorandum #4 presenting phased development plans for three refined alternative master parking plans with cost estimates.

Task 7. Prepare Recommendations and Submit Master Parking Plan

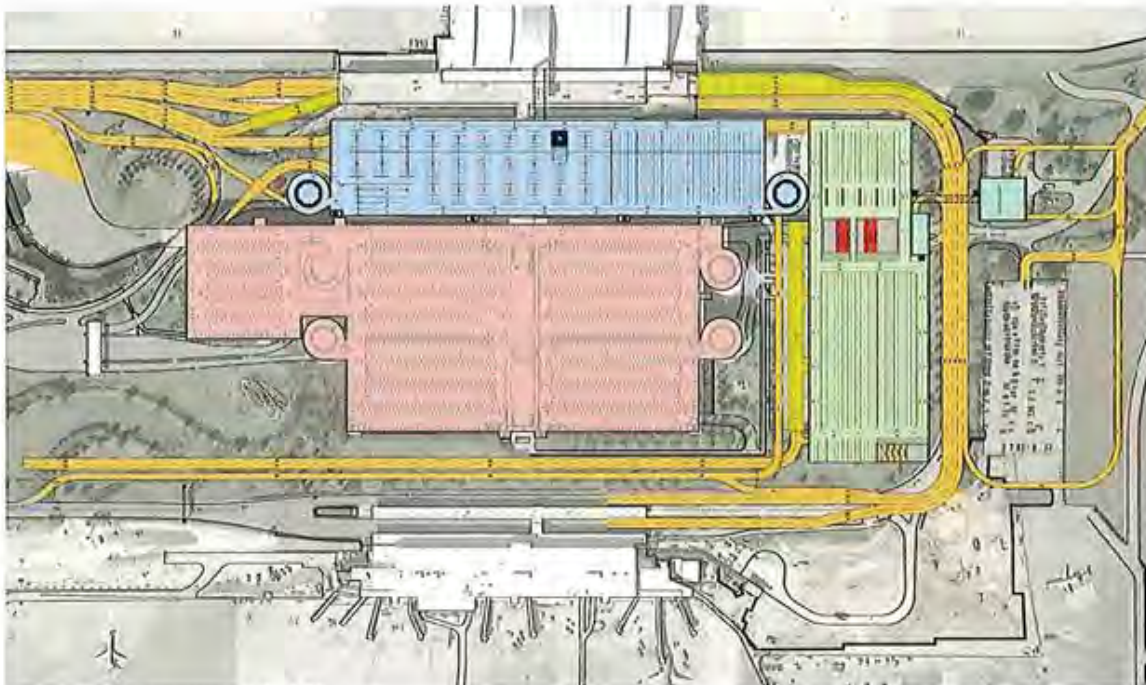
We would develop a recommended master parking plan and phasing plan in greater detail reflecting comments and suggestions offered during Workshop #5. The plan would show:

DISCUSSION DRAFT (2/27/23)

- a. Public parking including the arrangement of parking bays and individual spaces for all structures and surface lots. For structures the plan will show vertical circulation elements in high-level cross-sections. Structures will include additional elements, such as fire stairs, mechanical rooms, and manager's offices (if desired).
- b. Refinements will be made to the circulation and curbsides roadways to define decision making distances, e. the locations and geometries of pedestrian crosswalks, and elevated pedestrian bridges (if included in the plan).
- c. Location and arrangement of commercial ground transportation vehicle boarding areas in the GTC
- d. Rental car facilities, including the arrangement of ready/return stalls, storage stalls, the arrangement of the customer service lobby, and possible modifications/expansions of the QTA. The locations of fuel storage, the fuel delivery area, and the area for in-fleeting/de-fleeting of rental car vehicles will also be shown.
- e. The preferred phasing of master parking plan in greater detail indicating the estimated public spaces available at the completion of each phase and during construction.
- f. The anticipated timeline leading to new facilities being available to Airport passengers including the time required for approval by City and County permitting and code officials.

The recommended plan would be documented in a report and format suitable for presentation to the SMAA Board. The Technical Memorandum prepared as part of prior tasks would be attached as appendices.

The figure below, prepared as part of a recently completed project for the Reno-Tahoe Airport Authority depicts the level of detail to be prepared as part of recommended Master Parking Plan to as part of Task 7.



Example of Recommended Plan

DISCUSSION DRAFT (2/27/23)

Source: InterVISTAS Consulting, Program Definition for CONRAC and Parking Garage, Raleigh-Durham International Airport

We would review the draft report with Airport staff during Workshop #6 and then address staff comments before issuing the final report. We would be prepared to review the final report and our recommendations with SMAA Board Members and others, as requested.

Task 7 Products. Draft and final report suitable for submission to SMAA Board Members with prior technical memorandum attached as appendices.

Task 8. Obtaining City and County Permits

In parallel to the development of the Master Parking Plan, our Team will assist the Airport with obtaining the necessary permits from the City of Sarasota, Sarasota County, and Manatee County. This will include meeting with City and County staff to discuss permitting requirements and anticipate timelines. Initially, the InterVISTAS team will meet with City staff to discuss current rezoning efforts and conduct a site plan review. The team will then meet with City staff to discuss opportunities to expedite the traffic concurrency and Design Review Committee (DRC) review process once the Master Parking Plan is complete.

Task 8 Product: Guidance and advice to Airport staff concerning permitting and building approvals supported by technical memoranda/white papers, as required.

Task 9. Analyze Public Parking Rates

We would assist Airport staff in reviewing potential changes to the existing public parking rate schedule in order to achieve better balance in demand among the currently available parking facilities and achieve other goals of the Authority. It is anticipated that Task 9 would be conducted after completion of Task 2 (Develop Existing Inventory) and potentially in parallel with Task 4 (Develop Forecasts of Parking and Landside Requirements). As part of Task 9 we would:

- a. Prepare and calibrate a parking price elasticity model to estimate customer response to changes in parking prices or differential rates. For a given price structure, the model would estimate the resulting transactions and peak-period occupancy in each parking lot (e.g., Short-Term, Long-Term, and Overflow/Shade Lots) and associated annual gross revenues.
- b. Develop up to five alternative parking rate schedules (e.g., the costs of parking for various durations) for each lot, and using the elasticity model, estimate the changes in parking occupancies and revenues by parking facility. It is assumed that these estimates will be prepared for 2023 or another year selected by Airport staff.
- c. Prepare a PowerPoint style report documenting resulting estimates of parking occupancies and revenues and review the report with Airport staff at a scheduled Workshop, potentially Workshop #3.

Task 9 Product: Parking elasticity model and a report documenting estimates of parking occupancies and revenues resulting from alternative parking rate schedules.

DISCUSSION DRAFT (2/27/23)

Estimated Fees - Summary

Master Parking Plan

Sarasota Bradenton International Airport

Task Title	InterVISTAS	20/20 Parking	AECOM	Connico	EG Solutions	Kimley-Horn	Solstice	Walter P Moore	Total
Task 1 - Project initiation	30,616	5,850	478		1,176	1,060	4,658		\$ 43,837
Task 2 - Develop existing inventory	26,950		2,968		6,936	30,360	2,588		\$ 69,801
Task 3 - Obtain forecasts of airline passengers	4,104								\$ 4,104
Task 4 - Develop forecast of parking and landside requirements	78,464						1,461		\$ 79,925
Task 5 - Develop alternatives of new facilities	64,576		1,912		8,208	5,580	9,775		\$ 90,051
Task 6 - Prepare refined alternatives	96,378	15,250		40,242	9,384	5,180	5,072	9,900	\$ 181,406
Task 7 - Prepare recommendations and submit Master Parking Plan	70,782			9,096	2,352	1,990	17,848		\$ 102,068
Task 8 - Obtain City and County permits	10,742						35,190		\$ 45,932
Task 9 - Analyze parking rates	48,232								\$ 48,232
TOTAL	\$ 430,844	\$ 21,100	\$ 5,358	\$ 49,338	\$ 28,056	\$ 44,170	\$ 76,590	\$ 9,900	\$665,356

Estimated Fees - Intervistas
 Master Parking Plan
 Sarasota Bradenton International Airport

Task Title	PROJECT Principal	PROJECT Manager	Parking Rates Analyst	Deputy Project Manager	Analyst	Admin. & Graphics	Labor Sub-total		Overseer		Total
							\$	Hours	\$	Hours	
Hourly Billing Rate:	\$ 327	\$ 266	\$ 314	\$ 182	\$ 120	\$ 80	\$ 800	\$ 1,000			
Task 1 - Project Initiation	32	86	4	20	24						
a. Conduct Workshop #1	8	12		12	16						
b. Meet with parking manager, rental car companies, and others	8	8	4								
c. Participate in bi-weekly project coordination meetings	16	16		8	8						
Task 2 - Develop existing inventory	14	24	2	40	44						
a. Gather available inventory material	2	4		16	32						
b. Collect/confirm parking and rental car data	2	4	2		4						
c. Review traffic surveys/gather GT data	2	4		12	8						
d. Conduct Workshop #2	8	12		8							
Task 3 - Obtain forecasts of airline passengers	4	6			10						
a. Identify high/low estimates of 20-year passengers	2	2			2						
b. Prepare Technical Memorandum #1	2	4			8						
Task 4 - Develop forecast of parking and landside requirements	48	72	20	108	124						
a. Develop estimates of future public parking requirements	8	12	12		32						
b. Develop estimates of future employee parking requirements	8	12	8		24						
c. Develop estimates of future roadway and outside traffic volumes	8	6		24							
d. Estimate future curbside requirements	8	6		24							
e. Forecast future rental car facility requirements	2	8			32						
f. Develop estimates of future RTC requirements	2	4		20							
g. Prepare Technical Memorandum #2	4	12		24	32						
h. Prepare Technical Memorandum #2	8	12	16		4						
i. Conduct Workshop #3											
Task 5 - Develop alternatives of new facilities	32	52	4	112	132						
a. Develop diagrammatic facility plans for up to five alternatives	8	20		60	80						
b. Prepare draft evaluation of alternative plans	8	8	4	12	16						
c. Prepare Working Paper #3	8	12	24		32						
d. Conduct Workshop #4	8	12		16	4						
Task 6 - Prepare refined alternatives	50	86	4	148	218						
a. Prepare schematic drawings for up to three alternatives	8	20		60	80						
b. Develop phasing plans and schedule for the alternatives	8	20		40	12						
c. Evaluate shuttle bus operations for each refined alternative	4	4									
d. Review and evaluate impacted utilities and drainage facilities	2	2									
e. Review and evaluate PARCS technologies	2	2									
f. Develop ROM cost estimates	2	6			2						
g. Prepare draft evaluation of refined alternatives	8	8	4		8						
h. Prepare Technical Memorandum #4	8	12		24	32						
i. Conduct Workshop #5	8	12		16	4						
Task 7 - Prepare recommendations and submit Master Parking Plan	46	74	8	72	132	20					
a. Develop recommended master parking plan	8	20	4	40	80						
b. Refinements to plan (structures, architectural, utilities, etc.)	12	8									
c. Estimate timeline/phasing for development of new facilities	4	4									
d. Update ROM cost estimates	2	6									
e. Prepare final report documenting methodology and the final plan	12	24	4	32	48	20					
f. Conduct Workshop #6	8	12			4						
Task 8 - Obtain City and County permits	10	16		8	8						
a. Initial meeting with City staff regarding current rezoning efforts	2	8			8						
b. Assist SMAA in obtaining necessary permits	2	2									
c. Prepare for interim meetings with City and County staff	4	4		8							
d. Determine opportunities to expedite review process	2	2									
Task 9 - Analyze parking rates	16	16	26		124						
a. Prepare and calibrate parking price elasticity model	4	4	40		60						
b. Develop and test alternative parking rate schedules	6	6	24		40						
c. Document estimates of parking revenues and occupancies	6	6	12		24						
TOTAL	252	382	118	508	826	20	643,244	55,800	532,000	50	649,044

Estimated Fees - 20/20 Parking
Master Parking Plan
 Sarasota Bradenton International Airport

Task Title	Parking Revenue Control Specialist	Admin. & Graphics	Labor-Sub-retail	Expenses			Total
				Airfare	Lodging	Other (meals, parking, taxi/uber, etc.)	
Hourly Billing Pilot	\$ 240	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 240
Task 1 - Project Initiation	20		\$ 4,800	\$ 500.00	\$ 150.00	\$ 200.00	\$ 5,850
a. Conduct Workshop #1	8			\$ 500	\$ 150	\$ 200	
b. Meet with parking manager, rental car companies, and others	8						
c. Participate in bi-weekly project coordination meetings	4						
Task 2 - Develop existing inventory			\$ -	\$ -	\$ -	\$ -	\$ -
a. Gather available inventory material							
b. Collect/confirm parking and rental car data							
c. Review traffic surveys/garbar GT data							
d. Conduct Workshop #2							
Task 3 - Obtain forecasts of airline passengers			\$ -	\$ -	\$ -	\$ -	\$ -
a. Identify high/low estimates of 20-year passengers							
b. Prepare Technical Memorandum #1							
Task 4 - Develop forecast of parking and landside requirements			\$ -	\$ -	\$ -	\$ -	\$ -
a. Develop estimates of future public parking requirements							
b. Develop estimates of future employee parking requirements							
c. Develop estimates of future roadway and out-of-lane traffic volumes							
d. Estimate future curbside requirements							
e. Forecast future rental car facility requirements							
f. Develop estimates of future GTC requirements							
g. Prepare Technical Memorandum #2							
h. Conduct Workshop #3							
Task 5 - Develop alternatives of new facilities			\$ -	\$ -	\$ -	\$ -	\$ -
a. Develop diagrammatic facility plans for up to five alternatives							
b. Prepare draft evaluation of alternative plans							
c. Prepare Working Paper #3							
d. Conduct Workshop #4							
Task 6 - Prepare refined alternatives	60		\$ -	\$ 500.00	\$ 150.00	\$ 200.00	\$ 1,250
a. Prepare schematic drawings for up to three alternatives							
b. Develop phasing plans and schedule for the alternatives							
c. Evaluate shuttle bus operations for each refined alternative							
d. Review and evaluate proposed utilities and drainage facilities							
e. Review and evaluate PARCS technologies	16						
f. Develop ROM cost estimates	4						
g. Prepare draft evaluation of refined alternatives	16			\$ 500	\$ 150	\$ 200	
h. Prepare Technical Memorandum #4	8						
i. Conduct Workshop #5	16						
Task 7 - Prepare recommendations and submit Master Parking Plan			\$ -	\$ -	\$ -	\$ -	\$ -
a. Develop recommended master parking plan							
b. Refinements to plan (structural, architectural, utilities, etc.)							
c. Estimate timeline/phasing for development of new facilities							
d. Update ROM cost estimates							
e. Prepare final report documenting methodology and the final plan							
f. Conduct Workshop #6							
Task 8 - Obtain City and County permits			\$ -	\$ -	\$ -	\$ -	\$ -
a. Initial meeting with City staff regarding current permitting efforts							
b. Assist SMM in obtaining necessary permits							
c. Prepare for interim meetings with City and County staff							
d. Determine opportunities to expedite review process							
Task 9 - Analyze parking rates			\$ -	\$ -	\$ -	\$ -	\$ -
a. Prepare and calibrate parking price elasticity model							
b. Develop and test alternative parking rate schedules							
c. Document estimates of parking revenues and occupancies							
TOTAL	80	0	\$19,200	\$1,000	\$300	\$400	\$21,000

Estimated Fees - AECOM

Master Parking Plan

San Jose Brakerton International Airport

Task Title	Master Planner	Labor Subtotal	Expenses		Total
			Hourly Billing Rate	Expenses	
<ul style="list-style-type: none"> Task 1 - Project Initiation a. Conduct Workshop #1 b. Meet with parking manager, rental car companies, and others c. Participate in bi-weekly project coordination meetings. 	2	\$ 478	-	-	\$ 478
<ul style="list-style-type: none"> Task 2 - Develop existing inventory a. Gather available inventory material b. Collect/confirm parking and rental car data c. Review traffic surveys/gather GT data d. Conduct Workshop #2 	12	\$ 3,667.76	-	\$ 100.00	\$ 3,767.76
<ul style="list-style-type: none"> Task 3 - Obtain forecasts of airline passengers a. Identify high/low estimates of 20-year passengers b. Prepare Technical Memorandum #1 	8	-	-	\$ 100	-
<ul style="list-style-type: none"> Task 4 - Develop forecast of parking and landside requirements a. Develop estimates of future public parking requirements b. Develop estimates of future employee parking requirements c. Develop estimates of future roadway and outside traffic volumes d. Estimate future curbside requirements e. Forecast future rental car facility requirements f. Develop estimates of future CTC requirements g. Prepare Technical Memorandum #2 h. Conduct Workshop #3 	8	\$ 1,912	-	-	\$ 1,912
<ul style="list-style-type: none"> Task 5 - Prepare refined alternatives a. Prepare schematic drawings for up to three alternatives b. Develop phasing plans and schedule for the alternatives c. Evaluate shuttle bus operations for each refined alternative d. Review and evaluate impacted utilities and drainage facilities e. Review and evaluate PARCS technologies f. Develop ROM cost estimates g. Prepare draft evaluation of refined alternatives h. Prepare Technical Memorandum #4 i. Conduct Workshop #4 	8	-	-	-	-
<ul style="list-style-type: none"> Task 6 - Prepare recommendations and submit Master Parking Plan a. Develop recommended master parking plan b. Refinements to plan (structural, architectural, utilities, etc.) c. Estimate timeline/phasing for development of new facilities d. Update ROM cost estimates e. Prepare final report documenting methodology and the final plan f. Conduct Workshop #5 	8	-	-	-	-
<ul style="list-style-type: none"> Task 7 - Obtain City and County permits a. Initial meeting with City staff regarding current rezoning efforts b. Assist SMAA in obtaining necessary permits c. Prepare for interim meetings with City and County staff d. Determine opportunities to expedite review process 	8	-	-	-	-
<ul style="list-style-type: none"> Task 8 - Analyze parking rates a. Prepare and calibrate parking price elasticity model b. Develop and test alternative parking rate schedules c. Document estimates of parking revenues and occupancies 	8	-	-	-	-
TOTAL	22	\$5,258	\$0	\$100	\$5,358

Estimated Fees
Master Parking Plan
 Sarasota Bradenton International Airport
 Estimated Fee - Council

Task Title	Scheduling and Cost Estimating							Labor Subtotal	Expenses		Total
	Principal	Chief Operating Officer	Director	Chief Cost Specialist / Financial	Senior Cost Specialist	Analyst III	Administrative Support				
Hourly Billing Rate	\$ 236	\$ 192	\$ 256	\$ 258	\$ 207	\$ 140	\$ 170	\$ 316			
Task 1 - Project Initiation											
a. Conduct Workshop #1											
b. Meet with parking manager, rental car companies, and others											
c. Participate in bi-weekly project coordination meetings											
Task 2 - Develop existing inventory											
a. Gather available inventory material											
b. Collect/confirm parking and rental car data											
c. Review traffic survey/Gather GTI data											
d. Conduct Workshop #2											
Task 3 - Obtain forecasts of airline passengers											
a. Identify high/low estimates of 70-year passengers											
b. Prepare Technical Memorandum #1											
Task 4 - Develop forecast of parking and landside requirements											
a. Develop estimates of future public parking requirements											
b. Develop estimates of future employee parking requirements											
c. Develop estimates of future roadway and curbside traffic volumes											
d. Estimate future outside requirements											
e. Forecast future rental car facility requirements											
f. Develop estimates of future GTC requirements											
g. Prepare Technical Memorandum #2											
h. Conduct Workshop #3											
Task 5 - Develop alternatives of new facilities											
a. Develop diagrammatic facility plans for up to five alternatives											
b. Prepare draft evaluation of alternative plans											
c. Prepare Working Paper #3											
d. Conduct Workshop #4											
Task 6 - Prepare refined alternatives	1	60	32	50	34	4		\$ 40,242			\$ 40,242
a. Prepare schematic drawings for up to three alternatives											
b. Develop phasing plans and schedules for the alternatives											
c. Evaluate shuttle bus operations for each refined alternative											
d. Review and evaluate impacted utilities and drainage facilities											
e. Review and evaluate impacted utilities and drainage facilities											
f. Develop ROM cost estimates											
g. Prepare draft evaluation of refined alternatives											
h. Prepare Technical Memorandum #4											
i. Conduct Workshop #5											
Task 7 - Prepare recommendations and submit Master Parking Plan											
a. Develop recommended master parking plan											
b. Refinements to plan (structural, architectural, utilities, etc.)											
c. Estimate timeline/phasing for development of new facilities											
d. Update ROM cost estimates											
e. Prepare final report documenting methodology and the final plan											
f. Conduct Workshop #6											
Task 8 - Obtain City and County permits											
a. Initial meeting with City staff regarding current rezoning efforts											
b. Assist SMAA in obtaining necessary permits											
c. Prepare for interim meetings with City and County staff											
d. Determine opportunities to expedite review process											
Task 9 - Analyze parking rates											
a. Prepare and calibrate parking price elasticity model											
b. Develop and test alternative parking rate schedules											
c. Document estimates of parking revenues and occupancies											
TOTAL	1	0	76	40	38	42	4	0	0	0	\$48,338

Estimated Fees - EG Solutions
Master Parking Plan
 Sarasota Bradenton International Airport

Task Title	Site Utilities - Lead	Site Utilities - Support	L3500-Sub-total	L3500-Sub-total		Total
				Count	Amount	
Hourly Billing Rate:	\$ -	284	\$ -	244		
Task 1 - Project Initiation	4		\$ -		\$ 1,176	\$ 1,176
a. Conduct Workshop #1	4					
b. Meet with parking manager, rental car companies, and others						
c. Participate in bi-weekly project coordination meetings						
Task 2 - Develop existing inventory	4	40	\$ 6,936.00			\$ 6,936
a. Gather available inventory material	4	40				
b. Collect/confirm parking and rental car data						
c. Review traffic surveys/gather GT data						
d. Conduct Workshop #2						
Task 3 - Obtain forecasts of airline passengers			\$ -			\$ -
a. Identify high/low estimates of 20-year passengers						
b. Prepare Technical Memorandum #1						
Task 4 - Develop forecast of parking and landside requirements			\$ -			\$ -
a. Develop estimates of future public parking requirements						
b. Develop estimates of future employee parking requirements						
c. Develop estimates of future roadway and curbside traffic volumes						
d. Estimate future curbside requirements						
e. Forecast future rental car facility requirements						
f. Develop estimates of future CTC requirements						
g. Prepare Technical Memorandum #2						
h. Conduct Workshop #3						
Task 5 - Develop alternatives of new facilities	24	8	\$ 8,208			\$ 8,208
a. Develop diagrammatic facility plans for up to five alternatives	8					
b. Prepare draft evaluation of alternative plans	12	8				
c. Prepare Working Paper #3						
d. Conduct Workshop #4						
Task 6 - Prepare refined alternatives	28	8	\$ 9,384			\$ 9,384
a. Prepare schematic drawings for up to three alternatives	8					
b. Develop phasing plans and schedule for the alternatives	8					
c. Evaluate shuttle bus operations for each refined alternative	8					
d. Review and evaluate impacted utilities and drainage facilities	12	8				
e. Review and evaluate PARCS technologies						
f. Develop ROM cost estimates	4					
g. Prepare draft evaluation of refined alternatives						
h. Prepare Technical Memorandum #4						
i. Conduct Workshop #5						
Task 7 - Prepare recommendations and submit Master Parking Plan	3		\$ 2,352			\$ 2,352
a. Develop recommended master parking plan						
b. Refinements to plan (structural, architectural, utilities, etc.)						
c. Estimate timeline/phasing for development of new facilities						
d. Update ROM cost estimates	4					
e. Prepare final report documenting methodology and the final plan						
f. Conduct Workshop #6	4					
Task 8 - Obtain City and County permits			\$ -			\$ -
a. Initial meeting with City staff regarding rezoning efforts						
b. Assist SVAIA in obtaining necessary permits						
c. Prepare for interim meetings with City and County staff						
d. Determine opportunities to expedite review process						
Task 9 - Analyze parking rates			\$ -			\$ -
a. Prepare and calibrate parking price elasticity model						
b. Develop and test alternative parking rate schedules						
c. Document estimates of parking revenues and occupancies						
TOTAL	68	56	\$28,056	\$0	\$0	\$28,056

Estimated Fees - Kimley-Horn and Associates, Inc.
Master Parking Plan
 Sarasota Bradenton International Airport

Task Title	Site Utilities Lead	Site Utilities Support	Labor Sub-total	Expenses			Total
Hourly Billing Rate	\$ 265	\$ 200					
Task 1 - Project Initiation	4		\$ 1,060	\$ -	\$ -	\$ -	\$ 1,060
a. Participate in Workshop #1	4						
b. Meet with parking manager, rental car companies, and others							
c. Participate in bi-weekly project coordination meetings							
Task 2 - Develop existing inventory	24	120	\$ 30,360.00	\$ -	\$ -	\$ -	\$ 30,360
a. Develop Preliminary Existing Utilities Base Map	24	120					
b. Collect/confirm parking and rental car data							
c. Review traffic surveys/gather GT data							
d. Conduct Workshop #2							
Task 3 - Obtain forecasts of airline passengers			\$ -	\$ -	\$ -	\$ -	\$ -
a. Identify high/low estimates of 20-year passengers							
b. Prepare Technical Memorandum #1							
Task 4 - Develop forecast of parking and landside requirements			\$ -	\$ -	\$ -	\$ -	\$ -
a. Develop estimates of future public parking requirements							
b. Develop estimates of future employee parking requirements							
c. Develop estimates of future roadway and curbside traffic volumes							
d. Estimate future curbside requirements							
e. Forecast future rental car facility requirements							
g. Develop estimates of future GTC requirements							
h. Prepare Technical Memorandum #2							
i. Conduct Workshop #3							
Task 5 - Develop alternatives of new facilities	12	12	\$ 5,580	\$ -	\$ -	\$ -	\$ 5,580
a. Develop diagrammatic facility plans for up to five alternatives							
b. Review Proposed Alternatives for Utilities Conflicts	8	12					
c. Prepare Working Paper #3							
d. Participate in Workshop #4	4						
Task 6 - Prepare refined alternatives	12	10	\$ 5,180	\$ -	\$ -	\$ -	\$ 5,180
a. Prepare schematic drawings for up to three alternatives							
b. Develop phasing plans and schedule for the alternatives							
c. Evaluate shuttle bus operations for each refined alternative							
d. Review and evaluate impacted utilities and drainage facilities	6	8					
e. Review and evaluate PARCS technologies							
f. Develop ROM cost estimates	2	2					
g. Prepare draft evaluation of refined alternatives							
h. Prepare Technical Memorandum #4							
i. Conduct Workshop #5	4						
Task 7 - Prepare recommendations and submit Master Parking Plan	6	2	\$ 1,990	\$ -	\$ -	\$ -	\$ 1,990
a. Develop recommended master parking plan							
b. Refinements to plan (structural, architectural, utilities, etc.)							
c. Estimate timeline/phasing for development of new facilities							
d. Update ROM cost estimates	2	2					
e. Prepare final report documenting methodology and the final plan							
f. Conduct Workshop #6	4						
Task 8 - Obtain City and County permits			\$ -	\$ -	\$ -	\$ -	\$ -
a. Initial meeting with City staff regarding current rezoning efforts							
b. Assist SMAA in obtaining necessary permits							
c. Prepare for Interim meetings with City and County staff							
d. Determine opportunities to expedite review process							
Task 9 - Analyze parking rates			\$ -	\$ -	\$ -	\$ -	\$ -
a. Prepare and calibrate parking price elasticity model							
b. Develop and test alternative parking rate schedules							
c. Document estimates of parking revenues and occupancies							
TOTAL	58	144	\$44,170	\$0	\$0	\$0	\$44,170

Estimated Fees - Solstice
Master Parking Plan
 Sarasota Bradenton International Airport

Task Title	Principal	Staff Architect	Senior Project Manager	Project Manager	Design Professional	Senior Technician	Technician	Administrative	Clerical	Labor Subtotal	Expenses 15%	Total
Hourly Billing Rate	\$ 245	\$ 208	\$ 190	\$ 180	\$ 170	\$ 160	\$ 145	\$ 110	\$ 85			
Task 1 - Project Initiation	12	4					2			\$ 4,050	\$ 608	\$ 4,658
a. Conduct Workshop #1	8						2					
b. Meet with parking manager, rental car companies, and others												
c. Participate in bi-weekly project coordination meetings	4	4										
Task 2 - Develop existing inventory	8						2			\$ 2,250.00	\$ 338	\$ 2,588
a. Gather available inventory material												
b. Collect/confirm parking and rental car data												
c. Review traffic surveys/gather GT data												
d. Conduct Workshop #2	8						2					
Task 3 - Obtain forecasts of airline passengers												
a. Identify high/low estimates of 20-year passengers												
b. Prepare Technical Memorandum #1												
Task 4 - Develop forecast of parking and landside requirements	4						2			\$ 1,270	\$ 191	\$ 1,461
a. Develop estimates of future public parking requirements												
b. Develop estimates of future employee parking requirements												
c. Develop estimates of future outside requirements												
d. Estimate future outside requirements												
e. Forecast future rental car facility requirements												
f. Develop estimates of future GTC requirements												
g. Prepare Technical Memorandum #2												
h. Conduct Workshop #3	4						2					
Task 5 - Develop alternatives of new facilities	16	16		4			4			\$ 8,500	\$ 1,275	\$ 9,775
a. Develop diagrammatic facility plans for up to five alternatives	4	4		2			2					
b. Prepare draft evaluation of alternative plans	4	4		2			2					
c. Prepare Working Paper #3												
d. Conduct Workshop #4	8	8		2			2					
Task 6 - Prepare refined alternatives	12	4		2			2			\$ 4,410	\$ 662	\$ 5,072
a. Prepare schematic drawings for up to three alternatives	4	4		2			2					
b. Develop phasing plans and schedule for the alternatives												
c. Evaluate shuttle bus operations for each refined alternative												
d. Review and evaluate impacted utilities and drainage facilities												
e. Review and evaluate PAVCS technologies												
f. Develop ROM cost estimates												
g. Prepare draft evaluation of refined alternatives												
h. Prepare Technical Memorandum #4												
i. Conduct Workshop #5	8						2					
Task 7 - Prepare recommendations and submit Master Parking Plan	18	16	4	6	12	12	14			\$ 15,520	\$ 2,328	\$ 17,848
a. Develop recommended master parking plan												
b. Refinements to plan (structural, architectural, utilities, etc.)	8	8	4	4	12	12	12					
c. Estimate timeline/phasing for development of new facilities												
d. Update ROM cost estimates	2			2								
e. Prepare final report documenting methodology and the final plan												
f. Conduct Workshop #6	8	8					2					
Task 8 - Obtain City and County permits	68	68								\$ 30,600	\$ 4,590	\$ 35,190
a. Initial meeting with City staff regarding current resolving efforts	4	4										
b. Assist S/MAA in obtaining necessary permits	16	16										
c. Prepare for interim meetings with City and County staff	32	32										
d. Determine opportunities to expedite review process	15	15										
Task 9 - Analyze parking rates												
a. Prepare and calibrate parking price elasticity model												
b. Develop and test alternative parking rate schedules												
c. Document estimates of parking revenues and occupancies												
Task 10 - Optional On-call Tasks												
Optional tasks (to be authorized at the client's discretion)												
TOTAL	138	108	6	12	12	12	26	0	0	\$66,600	\$5,998	\$75,550

Estimated Fees - Walter P Moore
Master Parking Plan
 Sarasota Bradenton International Airport

Task Title	Garage Structure Lead	Garage Structure Support	Labor Sub-total	Expenses			Total
Hourly Billing Rate	\$ 370	\$ 310					
Task 1 - Project initiation			\$ -	\$ -	\$ -	\$ -	\$ -
a. Conduct Workshop #1							
b. Meet with parking manager, rental car companies, and others							
c. Participate in bi-weekly project coordination meetings							
Task 2 - Develop existing inventory			\$ -	\$ -	\$ -	\$ -	\$ -
a. Gather available inventory material							
b. Collect/confirm parking and rental car data							
c. Review traffic surveys/gather GT data							
d. Conduct Workshop #2							
Task 3 - Obtain forecasts of airline passengers			\$ -	\$ -	\$ -	\$ -	\$ -
a. Identify high/low estimates of 20-year passengers							
b. Prepare Technical Memorandum #1							
Task 4 - Develop forecast of parking and landside requirements			\$ -	\$ -	\$ -	\$ -	\$ -
a. Develop estimates of future public parking requirements							
b. Develop estimates of future employee parking requirements							
c. Develop estimates of future roadway and curbside traffic volumes							
d. Estimate future curbside requirements							
e. Forecast future rental car facility requirements							
g. Develop estimates of future GTC requirements							
h. Prepare Technical Memorandum #2							
i. Conduct Workshop #3							
Task 5 - Develop alternatives of new facilities			\$ -	\$ -	\$ -	\$ -	\$ -
a. Develop diagrammatic facility plans for up to five alternatives							
b. Prepare draft evaluation of alternative plans							
c. Prepare Working Paper #3							
d. Conduct Workshop #4							
Task 6 - Prepare refined alternatives	10	20	\$ 9,900	\$ -	\$ -	\$ -	\$ 9,900
a. Prepare schematic drawings for up to three alternatives							
b. Develop phasing plans and schedule for the alternatives							
c. Evaluate shuttle bus operations for each refined alternative							
d. Review and evaluate impacted utilities and drainage facilities							
e. Review and evaluate PARCS technologies							
f. Develop ROM cost estimates							
g. Prepare draft evaluation of refined alternatives	10	20					
h. Prepare Technical Memorandum #4							
i. Conduct Workshop #5							
Task 7 - Prepare recommendations and submit Master Parking Plan			\$ -	\$ -	\$ -	\$ -	\$ -
a. Develop recommended master parking plan							
b. Refinements to plan (structural, architectural, utilities, etc.)							
c. Estimate timeline/phasing for development of new facilities							
d. Update ROM cost estimates							
e. Prepare final report documenting methodology and the final plan							
f. Conduct Workshop #6							
Task 8 - Obtain City and County permits			\$ -	\$ -	\$ -	\$ -	\$ -
a. Initial meeting with City staff regarding current rezoning efforts							
b. Assist SMAA in obtaining necessary permits							
c. Prepare for interim meetings with City and County staff							
d. Determine opportunities to expedite review process							
Task 9 - Analyze parking rates			\$ -	\$ -	\$ -	\$ -	\$ -
a. Prepare and calibrate parking price elasticity model							
b. Develop and test alternative parking rate schedules							
c. Document estimates of parking revenues and occupancies							
TOTAL	10	20	\$ 9,900	\$ 0	\$ 0	\$ 0	\$ 9,900

AGENDA ITEM NO. 6.4

SARASOTA MANATEE AIRPORT AUTHORITY
MARCH 27, 2023 MEETING
STAFF NARRATIVE

REQUEST FOR APPROVAL: GUARANTEE MAXIMUM PRICE PROPOSAL FOR WORK PACKAGE 1B
ESCALATOR ENABLING WORK FOR THE TERMINAL CONCOURSE B RENOVATIONS AND NEW GROUND
LOADING CONCOURSE PROJECT

EXECUTIVE SUMMARY: The Board approved a contract with DeAngelis Diamond – Magnum Builders (DDM) as the number one ranked firm to provide Construction Manager at Risk services for the Terminal Concourse B Renovations and the new Ground Loading Concourse Project. It was anticipated that multiple early release packages with Guaranteed Maximum Prices (GMP) for construction would be presented in upcoming Board meetings. This GMP for Work Package 1B, Escalator Enabling Work is the fifth of the release packages, and will construct the structural framework, escalator pits, electrical circuits, and finishes to install the new escalators when they arrive. The GMP for Work Package 1B is \$3,333,214.00.

NARRATIVE: With the significant increases in airline traffic, an expansion of the terminal is required to maintain good level of service for passengers. To expedite construction, the Board selected DDM as the Construction Manager at Risk to construct a Terminal Concourse B expansion and construct a new Ground Loading Concourse. The Concourse B Expansion project will include various upgrades and renovations to the existing concourse. The project's key goals are to expand the existing holdroom capacity, expand and/or increase concessions areas, improve efficiency of the arrival/departure gate areas, install an additional ingress/egress escalator system, and evaluate and upgrade power and utilities. The new Ground Loading Concourse will construct a new ground loading concourse with a minimum of five (5) additional gates at the east side of the terminal. It is anticipated that this project will be constructed through several GMP packages to accelerate the construction schedule.

Work Package 1B, Escalator Enabling Work GMP package will construct structural framework for the escalator expansion, escalator pits, electrical upgrades, new wayfinding, flooring, and other finishes. DDM bid this package to secure subcontractor pricing and develop their Guarantee Maximum Price of \$3,333,214.00.

Staff request approval of the GMP for \$3,333,214.00 contingent on Gresham Smith's (GS) review and concurrence that the GMP is found acceptable.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority authorize the President-CEO to execute the CMAR GMP Amendment for Work Package 1B, contingent on Gresham Smith's review and their agreement with the maximum price of \$3,333,214.00. Staff also requests authorization to prepare all documents necessary to implement this action.

ATTACHMENTS: Guarantee Maximum Price (GMP) Proposal



DEANGELIS DIAMOND



MAGNUM BUILDERS

**WP1b Escalator Enabling
GMP Proposal
03-17-22**





DEANGELIS DIAMOND



MAGNUM
BUILDERS

TABLE OF CONTENTS

1. Executive Summary
2. Estimate Summary
3. Assumptions & Clarifications
4. DBE Forms & Documents
5. Plans and Specifications Logs
6. Preliminary Construction Schedule





DEANGELIS DIAMOND



MAGNUM BUILDERS

March 17, 2023

Mr. Kent Bontrager
Mr. John Wright
Sarasota Manatee Airport Authority
6000 Airport Circle
Sarasota, FL 34243

RE: SRQ Terminal Expansion
WP1 Escalator Enabling GMP

Gentlemen:

We are pleased to provide our GMP proposal for WP1b Escalator Enabling at the Sarasota Bradenton International Airport and as part of the SRQ Terminal Expansion project. This proposal includes the enabling work necessary to replace (2) existing escalators and install an additional (2) escalators.

Guaranteed Maximum Price \$3,333,214

The attached documentation represents our comprehensive analysis of the bid documents and subcontractor bids received.

We sincerely appreciate the opportunity to work with your team on this iconic project. Please feel free to contact us with any comments or questions you may have concerning the attached information. We look forward to reviewing this estimate in detail with you and your team at your convenience.

Sincerely,

Melissa McBride, Preconstruction Manager
DeAngelis Diamond Construction in partnership with Magnum Builders

cc:

Matt Wilson, Gresham Smith Partners
Ben Raposa, Gresham Smith Partners
Miguel Martin, MLM-Martin Architects, Inc.
Scott Beck, DeAngelis Diamond
Bryan Trtan, DeAngelis Diamond
Jason Smith, DeAngelis Diamond
Kelly Pope, DeAngelis Diamond
Mike Baltzer, Magnum Builders
Clint Riley, Magnum Builders

Naples, FL
239.594.1994

Fort Myers, FL
239.594.1994

Sarasota, FL
941.952.3846

Orlando, FL
407.367.5173

Birmingham, AL
205.977.7988

Nashville, TN
615.922.3995

Detroit, MI
248.513.6112

deangelisdiamond.com

the
honor
to
build



SECTION #2
ESTIMATE SUMMARY
 WP1B Escalator Enabling - GMP

WP1-B ESCALATOR REPLACEMENT-ESTIMATE SUMMARY		
CODE	DESCRIPTION	Current Estimate Total
01.01	General Conditions (Staffing)	\$ 604,584
01.02	General Requirements	\$ 111,335
02.00	Existing Conditions	\$ 249,578
02.02	Materials Testing	\$ 3,500
03.01	Cast-In-Place Concrete	\$ 271,329
05.01	Structural Steel	\$ 33,884
05.03	Railings	\$ 49,108
06.03	Rough Carpentry	\$ 17,165
07.01	Waterproofing and Sealants	\$ 22,872
07.05	Fireproofing	\$ 23,492
08.01	Doors/Frames/Hardware	\$ 2,000
08.05	Windows and Glazing Systems	\$ 29,565
09.01	Framing and Drywall	\$ 394,994
09.03	Flooring and Wall Finishes	\$ 414,681
09.05	Acoustical and Specialty Ceilings	\$ 28,493
09.06	Selective Demolition for Finishes	\$ 92,100
09.09	Painting & Wallcoverings	\$ 35,240
09.10	Interior Wall Panels	\$ 206,328
10.02	Wayfinding	\$ 10,323
12.01	Furnishings	\$ 49,049
21.01	Fire Protection	\$ 56,750
22.01	Plumbing	\$ 22,676
23.01	HVAC	\$ 94,377
26.01	Electrical	\$ 7,695
27.01	Data & Communications	\$ 163,488
31.01	Earthwork	\$ 12,000
31.02	Termite Treatment	\$ 43,345
33.01	Utilities	\$ 7,765
DIRECT WORK SUBTOTAL		\$ 3,057,716
SDI		\$ 25,142
CM Indeterminable Cost Estimate		\$ 70,098
Construction Manager Insurance		\$ 23,193
Construction Manager Fee		\$ 123,733
Construction Manager P & P Bond		\$ 33,332
TOTAL COST		\$ 3,333,214

The following are assumptions and clarifications that have been made in our proposal based on Bid Documents for WP-1b Escalator Replacement plans and specifications prepared by MLM Martin dated 11/1/22, Addendum #01 dated 12/8/22 and Attachment A RFI Log. Refer to plans and specifications enumerations attached to our GMP Proposal. No cost or time has been accounted for in the estimate to address the items identified as “**excluded**”. Changes to the following will result in a modification to the estimate and may require revisions to the project schedule.

GENERAL CLARIFICATIONS

1. This proposal is for the enabling work associated with replacement of (2) escalators and the addition of (2) additional escalators.

DIVISION 00 AND 01 GENERAL CONDITIONS/GENERAL REQUIREMENTS

1. General Conditions Staffing & Supervision is included using billing rates as per master GMP agreement.
2. Electric and water sources shall be made available to Construction Manager and their subcontractors as necessary for construction.
3. General Conditions (Staffing) including:
 - a. Part time Project executive (DeAngelis Diamond)
 - b. Part time Sr. Project Manager (Magnum)
 - c. Full time Superintendent (day shift)
 - d. Full time Superintendent (2nd shift/night shift)
 - e. Full time Assistant Superintendent (day shift)
 - f. Full time Assistant Superintendent (2nd shift/night shift)
 - g. Part time Sr. Scheduler
4. General Requirements including:
 - a. Staff truck, fuel and info/technology
 - b. Project technology-LCP tracker (work package specific)
 - c. Blueprints and As-builts for construction use and closeout documents
 - d. Safety equipment, first aid and badging for DD/Magnum staff
 - e. Temporary project signage
 - f. Misc. tools
5. This proposal assumes that work within the temporary partitions that does not create hazardous, noise pollution, air quality pollution or general passenger disruption will be performed during daytime working hours. Any work that does create the previously mentioned, will be performed during nighttime working hours so-as to avoid disruption to passengers and operations. (REF. RFI #PC-08 response)

DIVISION 02 EXISTING CONDITIONS

1. Materials testing cost for WP1b is **excluded** in this GMP and has been included in WP5 GMP.
2. Fireproofing testing is included.

DIVISION 08 OPENINGS

1. We have included removing up to two bays of curtainwall near the west escalators as an access point for moving in large equipment and material such as escalators, steel, concrete pumps and that of the like. This opening will be protected during construction and the curtainwall reinstalled at the

completion of construction.

2. We have included a hired night watchman for the temporary curtainwall area.

DIVISION 09 FINISHES

1. Removal and replacement of carpet and base at Level 1 is included as per plan A210, below scope description and field verification of existing base type/location by Construction Manager. This scope may differ from RFI #PC-12 response from MLM Martin dated 12/29/22.
 - a. New carpet is included as Tarkett Powerbond Tile #112557838-10-1
 - b. Approximately 3,239 SY of carpet removal and replacement (including waste factor)
 - c. Includes attic stock of 25% (approximately 532 SY)
 - d. New rubber base is included as Tarkett/Johnsonite 6" Baseworks Thermoset Rubber Type TS in #20 Charcoal (approximately 700 LF)
 - i. Per field verification performed by Construction Manager on 12-29-22 (Exhibit B)
 - e. New rubber base is included as Tarkett/Johnsonite 4" Baseworks Thermoset Rubber Type TS in #20 Charcoal (approximately 800 LF) behind ticketing counters
 - i. Per field verification performed by Construction Manager on 12-29-22 (Exhibit B)
 - f. Where stainless steel base exists, it shall remain in place and the new carpet tile will be installed up to it in a neat manner. Removal or replacement of existing stainless steel base is **excluded**.
2. Replacement/patching of carpet at 2nd level, as included per base bid, includes use of attic stock from facility. Furnishing of new material to match existing is **excluded**. (REF: KN #944 A175)
3. Removal and replacement of elevators floor coverings is **excluded** in the carpet R/R scope of work and pricing.
4. Removal and replacement of SSCP (TSA check point) floor coverings is **excluded** the carpet R/R scope of work and pricing.
5. Removal and replacement of carpet and base at entire 2nd level and stairs is **excluded**. See alternates.
6. Fluid applied flooring in pool (fountain) equipment room is included as recoating of approximately 225 SF (the entire room).
7. We have included to Demo all ACT & grid within areas identified on A161/E201Z2 and furnish and install all new acoustical ceiling grid and tiles with Armstrong Vector #1920 and Armstrong Prelude 15/16" grid (approximately 3418 SF). New materials to be approved by Architect and Owner. Selection of any other materials to be used other than stated herein may require a change in pricing. This would be in exchange for removing all, storing and reinstalling the existing grid and tiles. This also includes cutting new ACT for ceiling mounted devices.
8. RH probes will be performed prior to installation of new carpet. Moisture mitigation or MVE Control system is **excluded** at new carpet areas.
9. Escalator skirt cladding and trims are included as per specification 14 3100 Escalators with Type 304 satin finish #4 directional satin 16 GA. (REF: 14 3100 2.7.C & 2.5)

DIVISION 10 SPECIALTIES

1. (4) Temporary two-sided printed signs on sign stanchions are included. Reinstallation of the soffit signage scheduled to be removed in WP1b will not be reinstalled as it will not fit in the newly sized soffit. Owner & Architect to coordinate requirements of replacement signage, if necessary, after new escalators are complete. New signage for these locations is **excluded**.

DIVISION 12 FURNISHINGS (STONE TOPS)

1. This proposal includes a budget of \$24,270 for stone material to replace the stone cap for (2) new planters (inclusive of material, tax and freight). This budget is for a mid-grade 3 CM and as closely matched to existing color. Architect to select color. Removing in solid pieces, salvaging, and reusing the existing planter stone cap is not feasible. Installation of the stone cap is not included in this material budget but is included in our GMP estimate.

DIVISION 21 FIRE SUPPRESSION

1. Fire sprinkler scope for this work package (WP1b) is limited to work as shown on F201 and F601Z2. Key notes referenced on F000 that do not pertain to work within the project limitations of WP1b are **excluded** as considered N/A (not applicable).
2. Repair or replacement of existing and new tamper and flow switches are **excluded**.
3. Hydrant flow test is **excluded**.
4. Fire sprinkler contractor to notify the Architect/Engineer of any noticeable evidence of MIC at the locations of work only. Complete MIC testing of the entire sprinkler system and MIC treatment are **excluded**.
5. Dry pipe system or piping are **excluded**.
6. Temporary standpipe with fire department connections during construction are **excluded** as not applicable to this project/work package.

DIVISION 22 PLUMBING

1. Existing sanitary sewer drains and lines under concrete slabs will be internally examined to verify that the piping is sloping in the correct direction, is not broken, is not obstructed and is sized for the drainage load of the new plumbing drainage system to be installed. This scope is limited to the existing 4" sanitary lines as highlighted on Exhibit C of this proposal (approximately 208 LF). Replacement, if necessary, of any existing drains or lines found to be insufficient is **excluded**. (REF: P200 key note #2 and TLC emails 1/3/23 and 1/6/23)

DIVISION 23 HVAC

1. The linear diffusers shown in details 1/A754 and 4/A754 are existing to remain. Diffusers will be protected during adjacent construction. Replacement of linear diffusers is **excluded** except in the event of damage during construction.
2. Reworking, relocating or replacing of mechanical ductwork and devices is **excluded** as none is shown in the documents.
3. Ceiling mounted devices will be removed and reinstalled in same location only if necessary for installation of above ceiling electrical conduit.
4. Test and balance is **excluded**.

DIVISION 26 ELECTRICAL

1. Electrical includes re-lamping of (18) recessed cans as noted on E202Z2 deemed as not working at time of escalator installation. Note that recessed fixtures can only be repaired if the lamps and parts are not obsolete. New or retro fit parts fixtures are **excluded**.

DIVISION 28 SAFETY & SECURITY

1. \$12,000 has been included for disconnect of existing fire alarm devices, any new devices and reconnection of devices to new escalators. JCI, existing fire alarm system provider, refused to provide a quote to electrical bidders stating they were too busy to perform this work and were not willing to provide a lump sum proposal. Owner to leverage the relationship with JCI to perform the work as required and as per construction schedule.

DIVISION 31 SOIL STABILIZATION

1. (1) helical pier of 10"x12"14" triple-helix 2 7/8" OD round schedule 80 pipe with a medium duty bracket attached to the footer at each of the two stair locations is included for up to 20'. Due to unforeseen subsurface conditions, it is nearly impossible to give an exact estimate on actual final depths/quantities. Each additional 5' depth, if required to go deeper than 20', shall be a \$185/5' depth. Geotechnical report is not available for these two areas due to non-accessibility. Engineering and design calculations and drawings signed and sealed by a board-certified Florida license Professional Engineer is included. Allowable capacity in compression of 25 kips. Load testing **excluded**.

DIVISION 32 PLANTERS

1. Landscape rock and faux plants from the existing planters underneath the escalators shall be removed into heavy duty carts and salvaged for reinstallation into new planters. Disposal or replacement with new landscape rock or faux plants are **excluded**.

OWNER FURNISHED ITEMS / EXCLUSIONS

To further clarify the scope above, the following items are **excluded** and to be procured and paid by Owner. This is not intended to be a complete listing of Owner costs.

1. Builders Risk Insurance, deductibles and buy-down policies
2. Hazardous materials assessments
3. Building permit and impact fees
4. Design Fees and Construction Contract Administration Fees
5. Electric and water consumption charges incurred during construction
6. Threshold and private provider inspections
7. Storage location for landscape rock and faux plants from planters until reinstallation
8. On campus or offsite storage for equipment, devices, materials or other items scheduled as "return to Owner".

ALTERNATES:

1. #01: Remove and replace all carpeting and base at 2nd level and all stairs per plans A102Z2 and A202Z2 (approximately 907 SY)
 - Includes attic stock of 20%
 - New rubber base is included as Tarkett/Johnsonite 6" Baseworks Thermoset Rubber Type TS in #20 Charcoal (approximately 100 LF)
 - Per field verification performed by Construction Manager on 12-29-22 (Exhibit B)
 - Where stainless steel base exists, it shall remain in place and the new carpet tile will be installed up to it in a neat manner. Removal or replacement of existing stainless-steel base is **excluded**.
 - Johnsonite VCD-xx rubber stair nosings in standard color options
 - Alternate **excludes** removal and replacement of carpet & base at TSA security checkpoint (6500 SF)
 - RH probes will be performed prior to installation of new carpet. Moisture mitigation or MVE Control system is **excluded** at new carpet areas.
 - Includes final vacuum of new carpet areas and wipe down of new base

ADD \$75,000

ATTACHMENTS:

- Exhibit A-RFI Log
- Exhibit B-Existing flooring base type/location field verification sketch
- Exhibit C-Limitations of sanitary lines to be investigated

**SARASOTA MANATEE AIRPORT AUTHORITY
SCHEDULE OF COMMITTED DBE PARTICIPATION**

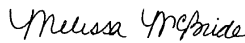
PROJECT: WP1b Escalator Enabling Work (SRQ Terminal Expansion)
CONTRACT: Sarasota Airport Terminal Expansion
BIDDER: DeAngelis Diamond Construction
TOTAL BID: \$3,333,214
DBE CONTRACT GOAL: not provided for WP1b

Name of DBE Sub-Contractor	Address of DBE Subcontractor	Type of Work Subcontracted	Value of DBE Subcontract
Forristall Enterprise	2712 63rd Ave, Bradenton, FL 34203	Demolition	\$249,578

TOTAL DBE PARTICIPATION VALUE	\$249,578
TOTAL DBE PARTICIPATION AS A % OF BID	7.48%

The undersigned will enter into a formal agreement with the DBE Subcontractors listed above to perform the above described work conditioned upon the execution of a prime contract with the Sarasota Manatee Airport Authority. The undersigned further confirms that they have reviewed the Florida UCP Directory available at <http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/> and determined that each subcontractor listed above was a Florida certified DBE as of the execution date shown below.

DeAngelis Diamond Construction

Name of Bidding Firm


Authorized Signature and Date
 Melissa McBride

Printed Name & Title of Authorized Signer

**Florida UCP DBE Directory
Vendor Profile**

As Of: 02/15/2023

Vendor Name: FORRISTALL ENTERPRISES INC

Certification: DBE

Former Name:

Business Description: WRECKING AND DEMOLITION CONTRACTORS

Mailing Address:
2712 63RD AVE EAST
BRADENTON, FL 34203-

Physical Address:
2712 63RD AVE EAST
BRADENTON FL 34203-

District: 01 County: MANATEE

Website:

Contact Name: MARY FORRISTALL

Phone: (941) 729-8150

Fax: (941) 729-7345

Contact Email: MARY@FORRISTALL.COM

Current DBE Certification: Certified

Certifying Member: Florida Department of Transportation

ACDBE Status: N

Statewide Availability: N

Certified NAICS

- 236220 - Commercial and Institutional Building Construction
- 238910 - Site Preparation Contractors
- 484220 - Specialized Freight (except Used Goods) Trucking, Local

Available Work Counties

01-CHARLOTTE	03-COLLIER	04-DESOTO	05-GLADES	06-HARDEE	07-HENDRY
09-HIGHLANDS	12-LEE	13-MANATEE	91-OKEECHOBEE	16-POLK	17-SARASOTA

Available Work Districts

01



DEANGELIS DIAMOND
DeAngelis Diamond Construction HQ

Printed on Wed Mar 8, 2023 at 10:59 am EST

Job #: 22-029 SRQ Terminal Expansion
6000 Airport Circle
Sarasota, Florida 34243

WP-1 - Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
General					
G010	PROJECT INFORMATION	1	12/08/2022	12/08/2022	GMP Budget (WP-1) Ad #1 (12/08/22)
G020	GENERAL NOTES	0	11/01/2022	11/03/2022	GMP Budget (WP-1) (11/01/22)
G021	MASTER KEYNOTE & GENERAL NOTE LIST	1	12/08/2022	12/08/2022	GMP Budget (WP-1) Ad #1 (12/08/22)
Architectural					
00	COVER PAGE	0	11/01/2022	11/03/2022	GMP Budget (WP-1) (11/01/22)
A10122	LEVEL 1 PART 22 DEMOLITION PLAN	1	12/08/2022	12/08/2022	GMP Budget (WP-1) Ad #1 (12/08/22)
A10222	LEVEL 2 PART 22 DEMOLITION PLAN	1	12/08/2022	12/08/2022	GMP Budget (WP-1) Ad #1 (12/08/22)
A150	DEMOLITION DETAILS	1	12/08/2022	12/08/2022	GMP Budget (WP-1) Ad #1 (12/08/22)
A151	DEMOLITION DETAILS	1	12/08/2022	12/08/2022	GMP Budget (WP-1) Ad #1 (12/08/22)
A161	LEVEL 1 PART 22 DEMOLITION CEILING PLAN	0	11/01/2022	11/03/2022	GMP Budget (WP-1) (11/01/22)
A175	ENLARGED ESCALATOR DEMOLITION PLANS	1	12/08/2022	12/08/2022	GMP Budget (WP-1) Ad #1 (12/08/22)
A176	ENLARGED LEVEL 1 PART 22 CEILING DEMOLITION PLANS	1	12/08/2022	12/08/2022	GMP Budget (WP-1) Ad #1 (12/08/22)
A177	DEMOLITION ESCALATOR SECTIONS	1	12/08/2022	12/08/2022	GMP Budget (WP-1) Ad #1 (12/08/22)
A178	INTERIOR DEMOLITION ELEVATIONS	1	12/08/2022	12/08/2022	GMP Budget (WP-1) Ad #1 (12/08/22)
A20122	LEVEL 1 PART 22 NEW CONSTRUCTION PLAN	1	12/08/2022	12/08/2022	GMP Budget (WP-1) Ad #1 (12/08/22)
A20222	LEVEL 2 PART 22 NEW CONSTRUCTION PLAN	1	12/08/2022	12/08/2022	GMP Budget (WP-1) Ad #1 (12/08/22)
A210	LEVEL 1 OVERALL FLOOR FINISH PLAN	0	12/08/2022	12/08/2022	GMP Budget (WP-1) Ad #1 (12/08/22)
A520	INTERIOR ELEVATIONS	1	12/08/2022	12/08/2022	GMP Budget (WP-1) Ad #1 (12/08/22)
A60122	LEVEL 1 PART 22 CEILING PLAN	0	11/01/2022	11/03/2022	GMP Budget (WP-1) (11/01/22)
A650	CEILING DETAILS	0	11/01/2022	11/03/2022	GMP Budget (WP-1) (11/01/22)
A750	ESCALATOR DETAILS AND PLANS	1	12/08/2022	12/08/2022	GMP Budget (WP-1) Ad #1 (12/08/22)
A751	ESCALATOR SECTIONS - WEST	1	12/08/2022	12/08/2022	GMP Budget (WP-1) Ad #1 (12/08/22)



DEANGELIS DIAMOND
DeAngelis Diamond Construction HQ

Printed on Wed Mar 8, 2023 at 10:59 am EST

Job #: 22-029 SRQ Terminal Expansion
6000 Airport Circle
Sarasota, Florida 34243

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
A752	ESCALATOR SECTIONS - EAST	1	12/08/2022	12/08/2022	GMP Budget (WP-1) Ad #1 (12/08/22)
A753	DETAILS	1	12/08/2022	12/08/2022	GMP Budget (WP-1) Ad #1 (12/08/22)
A754	DETAILS	1	12/08/2022	12/08/2022	GMP Budget (WP-1) Ad #1 (12/08/22)
A755	DETAILS	1	12/08/2022	12/08/2022	GMP Budget (WP-1) Ad #1 (12/08/22)
AL2012Z	LEVEL 1 LIFE SAFETY PLAN	0	11/03/2022	11/03/2022	GMP Budget (WP-1) (11/01/22)
AP2012Z	PHASING PLANS	0	11/01/2022	11/03/2022	GMP Budget (WP-1) (11/01/22)
Structural					
S050	GENERAL NOTES & INFORMATION	0	11/04/2022	11/03/2022	GMP Budget (WP-1) (11/01/22)
S051	THRESHOLD INSPECTION NOTES	0	11/04/2022	11/03/2022	GMP Budget (WP-1) (11/01/22)
S2502Z	LEVEL 1 PART Z2 ESCALATOR PLAN	1	12/08/2022	12/08/2022	GMP Budget (WP-1) Ad #1 (12/08/22)
S2512Z	LEVEL 2 PART Z2 ESCALATOR PLAN	0	11/04/2022	11/03/2022	GMP Budget (WP-1) (11/01/22)
S450	SECTIONS & DETAILS	1	12/08/2022	12/08/2022	GMP Budget (WP-1) Ad #1 (12/08/22)
S550	TYPICAL DETAILS	0	11/04/2022	11/03/2022	GMP Budget (WP-1) (11/01/22)
Electrical					
E000	ELECTRICAL SYMBOL LEGEND AND NOTES	0	11/01/2022	11/03/2022	GMP Budget (WP-1) (11/01/22)
E1012Z	LEVEL 1 PART Z2 ELECTRICAL DEMOLITION PLAN	0	11/01/2022	11/03/2022	GMP Budget (WP-1) (11/01/22)
E2012Z	LEVEL 1 PART Z2 LIGHTING NEW CONSTRUCTION PLAN	0	11/01/2022	11/03/2022	GMP Budget (WP-1) (11/01/22)
E2022Z	LEVEL 2 PART Z2 LIGHTING NEW CONSTRUCTION PLAN	0	11/01/2022	11/03/2022	GMP Budget (WP-1) (11/01/22)
E2112Z	LEVEL 1 PART Z2 LIGHTING REFERENCE PLAN	0	11/01/2022	11/03/2022	GMP Budget (WP-1) (11/01/22)
E2122Z	LEVEL 2 PART Z2 LIGHTING REFERENCE PLAN	0	11/01/2022	11/03/2022	GMP Budget (WP-1) (11/01/22)
E3012Z	LEVEL 1 PART Z2 POWER AND FIRE ALARM NEW CONSTRUCTION PLAN	1	12/08/2022	12/08/2022	GMP Budget (WP-1) Ad #1 (12/08/22)
E601	ELECTRICAL DETAILS	0	11/01/2022	11/03/2022	GMP Budget (WP-1) (11/01/22)
E701	EXISTING ELECTRICAL RISER DIAGRAM	0	11/01/2022	11/03/2022	GMP Budget (WP-1) (11/01/22)
Plumbing					
P000	PLUMBING SYMBOLS, LEGEND, NOTES AND INDEX	1	12/08/2022	12/08/2022	GMP Budget (WP-1) Ad #1 (12/08/22)
P200	PLUMBING OVERALL FLOOR PLAN	0	11/01/2022	11/03/2022	GMP Budget (WP-1) (11/01/22)
P6012Z	PLUMBING PART Z2 ENLARGED PLAN	1	12/08/2022	12/08/2022	GMP Budget (WP-1) Ad #1 (12/08/22)
P801	PLUMBING DETAIL	1	12/08/2022	12/08/2022	GMP Budget (WP-1) Ad #1 (12/08/22)
Fire Protection					
F000	FIRE PROTECTION SYMBOLS, LEGEND, NOTES AND INDEX	0	11/01/2022	11/03/2022	GMP Budget (WP-1) (11/01/22)
F201	FIRE PROTECTION OVERALL FLOOR	0	11/01/2022	11/03/2022	GMP Budget (WP-1) (11/01/22)



Printed on Wed Mar 8, 2023 at 10:59 am EST

Job #: 22-029 SRQ Terminal Expansion
6000 Airport Circle
Sarasota, Florida 34243

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
F60122	FIRE PROTECTION PART 22 ENLARGED PLAN	1	12/08/2022	12/08/2022	GMP Budget (WP-1) Ad #1 (12/08/22)



Printed on Thu Nov 10, 2022 at 10:56 am EST

DeAngelis Diamond Construction HQ
 Job #: 22-029 SRQ Terminal Expansion
 6000 Airport Circle
 Sarasota, Florida 34243

WP-1B Specifications Log

Specifications

Group	Spec No.	Spec Description	Revision No.	Issued Date
Current: Yes				
Division No.: 00				
Division Description: Procurement and Contracting Requirements				
	00 0110	Table of Contents - Volume 1	4	10/31/2022
	00 0220	Table of Contents - Volume 2	7	11/01/2022
	00 3132	Geotechnical Data	1	09/02/2022
	00 3300	Supplementary Site Assessment Report - Contaminated Soils	0	09/02/2022
	00 7300	Supplementary Conditions	0	04/22/2022
	00 7300.1	Airport Construction Safety & Security	0	04/22/2022
	00 7300.2	Federal Requirements	2	09/16/2022
	00 7300.2B	Davis Bacon Wage Rates - SARASOTA COUNTY	0	09/02/2022
	00 7300.3	Construction Safety and Phasing Plan	1	09/02/2022
	00 7300.4	Construction Phasing Plans	1	09/02/2022
	00 7300.5	Sample Checklists	0	04/22/2022
	00 7300.6	General Contract Provisions	1	09/02/2022
	00 7300.7	General Construction Items	0	09/02/2022
Division No.: 01				
Division Description: General Requirements				
	01 0000	General Requirements	0	04/22/2022
	01 1315	Phasing of Work	0	04/22/2022
	01 2500	Substitution Procedures	0	04/22/2022
	01 2500.01	Substitution Request Form	0	04/22/2022
	01 2600	Contract Modification Procedures	0	04/22/2022



Printed on Thu Nov 10, 2022 at 10:56 am EST

DeAngelis Diamond Construction HQ
 Job #: 22-029 SRQ Terminal Expansion
 6000 Airport Circle
 Sarasota, Florida 34243

Group	Spec No.	Spec Description	Revision No.	Issued Date
	01 2900	Payment Procedures	0	04/22/2022
	01 3100	Project Management and Coordination	0	04/22/2022
	01 3213	Photographic Documentation	0	04/22/2022
	01 3300	Submittal Procedures	0	04/22/2022
	01 3516	Alteration Project Procedures	0	04/22/2022
	01 3517	Interim Life Safety Measures	0	04/22/2022
	01 4000	Quality Requirements	0	04/22/2022
	01 4216	Definitions	0	04/22/2022
	01 4319	Uncovering and Correction of Work	0	04/22/2022
	01 5000	Temporary Facilities and Controls	0	04/22/2022
	01 5100	Temporary Utilities	0	04/22/2022
	01 5213	Field Offices and Sheds	0	04/22/2022
	01 5500	Vehicular Access and Parking	0	04/22/2022
	01 5630	Temporary Tree and Plant Protection	0	04/22/2022
	01 5713	Temporary Erosion and Sediment Control	0	04/22/2022
	01 5813	Temporary Project Signage	0	04/22/2022
	01 6000	Product Requirements	0	04/22/2022
	01 7000	Execution and Closeout Requirements	0	04/22/2022
	01 7123	Field Engineering	0	04/22/2022
	01 7419	Construction Waste Management and Disposal	0	04/22/2022
	01 7610	Temporary Protective Coverings	0	04/22/2022
	01 7700	Closeout Procedures	0	04/22/2022
	01 7821	Operation and Maintenance Data	0	04/22/2022
	01 7900	Demonstration and Training	0	04/22/2022

Division No.: 02
 Division Description: Existing Conditions



Printed on Thu Nov 10, 2022 at 10:56 am EST

DeAngelis Diamond Construction HQ
 Job #: 22-029 SRQ Terminal Expansion
 6000 Airport Circle
 Sarasota, Florida 34243

Group	Spec No.	Spec Description	Revision No.	Issued Date
	02 4119	Selective Demolition	0	05/26/2022
Division No.: 03				
Division Description: Concrete				
	03 1000	Concrete Forming and Accessories	0	06/10/2022
	03 2000	Concrete Reinforcing	0	06/10/2022
	03 3000	Cast-in-Place Concrete	0	06/10/2022
Division No.: 05				
Division Description: Metals				
	05 1200	Structural Steel Framing	0	06/10/2022
	05 4000	Cold-Formed Metal Framing	0	06/10/2022
	05 5000	Metal Fabrications	0	10/31/2022
	05 7315	Glazed Metal Railings	0	11/01/2022
Division No.: 06				
Division Description: Wood, Plastics, and Composites				
	06 1053	Miscellaneous Rough Carpentry	0	10/31/2022
	06 1643	Gypsum Sheathing	0	10/31/2022
Division No.: 07				
Division Description: Thermal and Moisture Protection				
	07 1300	Sheet Waterproofing	0	10/31/2022
	07 1616	Crystalline Waterproofing	0	10/31/2022
	07 8100	Applied Fire Protection	0	10/31/2022
	07 8400	Firestopping	0	10/31/2022
	07 9200	Joint Sealants	0	10/31/2022
Division No.: 08				
Division Description: Openings				
	08 3100	Access Doors and Panels	0	10/31/2022



Printed on Thu Nov 10, 2022 at 10:56 am EST

DeAngelis Diamond Construction HQ
 Job #: 22-029 SRQ Terminal Expansion
 6000 Airport Circle
 Sarasota, Florida 34243

Group	Spec No.	Spec Description	Revision No.	Issued Date
Division No.: 09				
Division Description: Finishes				
	09 0561	Common Work Results for Flooring Preparation	0	05/26/2022
	09 2116	Gypsum Board Assemblies	1	11/07/2022
	09 2216	Non-Structural Metal Framing	0	05/26/2022
	09 3000	Tiling	1	10/31/2022
	09 5100	Acoustical Ceilings	1	10/31/2022
	09 6340	Stone	0	11/07/2022
	09 6513	Resilient Base and Accessories	1	10/31/2022
	09 6760	Fluid-Applied Flooring	0	10/31/2022
	09 6813	Tile Carpeting	1	10/31/2022
	09 9123	Interior Painting	1	10/31/2022
	09 9646	Intumescent Painting	0	11/03/2022
Division No.: 10				
Division Description: Specialties				
	10 2600	Wall and Door Finishes	1	10/31/2022
Division No.: 14				
Division Description: Conveying Equipment				
	14 3100	Escalators	0	04/22/2022
	14 3102	Escalator Maintenance and Repair	0	04/22/2022
Division No.: 22				
Division Description: Plumbing				
	22 1429	Sump Pumps	0	11/01/2022
Division No.: 23				
Division Description: Mechanical				
	23 2113	Hydronic Piping	0	06/10/2022



Printed on Thu Nov 10, 2022 at 10:56 am EST


DeAngelis Diamond Construction HQ
Job #: 22-029 SRQ Terminal Expansion
6000 Airport Circle
Sarasota, Florida 34243

Group	Spec No.	Spec Description	Revision No.	Issued Date
Division No.: 31				
Division Description: Earthwork				
	31 3116	Termite Control	0	10/31/2022
	31 4000	Shoring and Underpinning	0	11/01/2022

SRQ Terminal Expansion 02.21.23		2023												2024				2025								
ID	Name	Planned Duration	Start	Finish	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2								
					Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
SRQ Terminal Expansion 02.21.23					27-Dec-22 12-Mar-24 ...																					
SRQ TERMINAL EXPANSION					27-Dec-22 12-Mar-24 ...																					
WP1 Escalator Replacement					27-Dec-22 12-Mar-24 ...																					
Design					03-Feb-23 23-Feb-23																					
7	WP-1B Final Confirmed Deliverable	15	03-Feb-23	23-Feb-23	WP-1B Final Confirmed Deliverable																					
Preconstruction / Procurement					27-Dec-22 28-Aug-23 ...																					
WP-1 Equipment Package					01-Mar-23 28-Aug-23 ...																					
24	Escalator Fabrication & Delivery (Need Contract Addendum)	125	01-Mar-23	28-Aug-23 ...	Escalator Fabrication & Delivery (Need Contract Addendum)																					
WP-1 Enabling Work					27-Dec-22 28-Jun-23																					
29	Enabling GMP Deliverable to SMAA	30	27-Dec-22	03-Mar-23 ...	Enabling GMP Deliverable to SMAA																					
30	SMAA Review & Approval	5	06-Mar-23	10-Mar-23 ...	SMAA Review & Approval																					
31	Board Review of GMP - Board Agenda	1	13-Mar-23	13-Mar-23 ...	Board Review of GMP - Board Agenda																					
33	Award & Negotiate Subcontracts	10	27-Mar-23	10-Apr-23	Award & Negotiate Subcontracts																					
32	Board Approval	0	27-Mar-23		Board Approval																					
34	Subcontractor Submittal Development	15	11-Apr-23	01-May-23 ...	Subcontractor Submittal Development																					
35	DDC / MB Submittal Review	10	02-May-23	15-May-23 ...	DDC / MB Submittal Review																					
36	A/E Submittal Review	10	16-May-23	30-May-23 ...	A/E Submittal Review																					
37	Material Fabrication & Delivery	20	31-May-23	28-Jun-23	Material Fabrication & Delivery																					
Permitting					06-Feb-23 08-Mar-23 ...																					
A1690	AHJ Review - Phase 2 Third Submission	15	06-Feb-23	03-Mar-23 ...	AHJ Review - Phase 2 Third Submission																					
43	Permit Drafting / Issuance (Phase 1 Received 1/23; Phase 2 P...	3	06-Mar-23	08-Mar-23 ...	Permit Drafting / Issuance (Phase 1 Received 1/23; Phase 2 Pending)																					
Construction					07-Jun-23 12-Mar-24 ...																					
Baggage Claim Escalators					07-Jun-23 22-Nov-23 ...																					
Demo and New Escalators					07-Jun-23 14-Nov-23																					
47	Temporary Partitions, Storefront Removal & Wayfinding Signage	10	07-Jun-23	21-Jun-23	Temporary Partitions, Storefront Removal & Wayfinding Signage																					
48	Demolition	5	22-Jun-23	28-Jun-23	Demolition																					
49	Pit Modifications for Escalators	20	29-Jun-23	27-Jul-23	Pit Modifications for Escalators																					
51	Electrical for Escalators	15	29-Jun-23	20-Jul-23	Electrical for Escalators																					
50	Structural Modifications for Escalators	20	28-Jul-23	24-Aug-23 ...	Structural Modifications for Escalators																					
52	Install Escalators	40	29-Aug-23	24-Oct-23	Install Escalators																					
55	Finishes at Escalators	15	25-Oct-23	14-Nov-23 ...	Finishes at Escalators																					
53	MEPF Connections to Escalators	10	25-Oct-23	07-Nov-23 ...	MEPF Connections to Escalators																					
54	Stainless Cladding at Escalators	5	25-Oct-23	31-Oct-23	Stainless Cladding at Escalators																					
56	Install Glass Railings	5	25-Oct-23	31-Oct-23	Install Glass Railings																					
Substantial Completion					01-Nov-23 15-Nov-23																					
58	Commissioning & Testing at Escalators	5	01-Nov-23	07-Nov-23 ...	Commissioning & Testing at Escalators																					
59	Final Inspections at Escalators	1	15-Nov-23	15-Nov-23 ...	Final Inspections at Escalators																					
East Escalators Operational					16-Nov-23 22-Nov-23 ...																					
61	Punchout & Remove Temp Partitions	5	16-Nov-23	22-Nov-23 ...	Punchout & Remove Temp Partitions																					

■ Current
■ Progress
■ Critical

◆ Milestones
▬ Summary

 DEANGELIS DIAMOND		SRQ Terminal Expansion 02.21.23																								
ID	Name	Planned Duration	Start	Finish	2023 2024 2025																					
					Q1 Mar	Q2 Apr	Q3 May	Q3 Jun	Q3 Jul	Q3 Aug	Q3 Sep	Q4 Oct	Q4 Nov	Q4 Dec	Q1 Jan	Q2 Feb	Q2 Mar	Q2 Apr	Q2 May	Q2 Jun	Q3 Jul	Q3 Aug	Q3 Sep	Q4 Oct	Q4 Nov	Q4 Dec
Ticketing Escalators					73	27-Nov-23	12-Mar-24																			
Demo and New Escalators					67	27-Nov-23	04-Mar-24																			
64	Temporary Partitions & Wayfinding Signage	5	27-Nov-23	01-Dec-23																						
65	Demolition	5	04-Dec-23	08-Dec-23																						
66	Pit Modifications for Escalators	20	11-Dec-23	11-Jan-24																						
68	Electrical for Escalators	15	11-Dec-23	04-Jan-24																						
69	Install Escalators	40	20-Dec-23	19-Feb-24																						
70	Reinstall Storefront	10	02-Jan-24	15-Jan-24																						
67	Structural Modifications for Escalators	20	12-Jan-24	08-Feb-24																						
73	Finishes at Escalators at Escalators	15	13-Feb-24	04-Mar-24																						
71	MEPP Connections to Escalators	10	20-Feb-24	04-Mar-24																						
74	Install Glass Railings	5	20-Feb-24	26-Feb-24																						
72	Stainless Cladding at Escalators	5	20-Feb-24	26-Feb-24																						
Substantial Completion					6	27-Feb-24	05-Mar-24																			
76	Commissioning & Testing at Escalators	5	27-Feb-24	04-Mar-24																						
77	Final Inspections at Escalators	1	05-Mar-24	05-Mar-24																						
East Escalators Operational					5	06-Mar-24	12-Mar-24																			
79	Punchout & Remove Temporary Partitions	5	06-Mar-24	12-Mar-24																						

- Temporary Partitions & Wayfinding Signage
- Demolition
- Pit Modifications for Escalators
- Electrical for Escalators
- Install Escalators
- Reinstall Storefront
- Structural Modifications for Escalators
- Finishes at Escalators at Escalators
- MEPP Connections to Escalators
- Install Glass Railings
- Stainless Cladding at Escalators
- Commissioning & Testing at Escalators
- Final Inspections at Escalators
- Punchout & Remove Temporary Partitions

AGENDA ITEM NO. 7.1

**Sarasota Manatee Airport Authority
Balance Sheet
Tuesday, February 28, 2023**

Assets

Current Assets

Cash & Investments	\$56,504,762
Accounts Receivable	1,263,110
Grants Receivable	368,467
Accrued Interest Receivable	(8,195)
Inventory	344,878
Prepaid Insurance	168,172
Prepaid Expense & Other Assets	1,377,811
<i>Total Current Assets</i>	<u>60,019,005</u>

Non-Current Assets

<i>Customer Facility Funds</i>	15,065,787
<i>Passenger Facility Funds</i>	1,152,871
Airport Facilities & Equipment	364,421,925
Accumulated Depreciation	(210,265,953)
Intangible Assets, net	973,660
Construction in Progress	32,612,215
<i>Total Non-Current Assets</i>	<u>203,960,506</u>

Total Assets

\$263,979,512

Deferred Outflow of Resources - Pension

2,376,111

Liabilities and Net Position

Current Unrestricted Liabilities

Accounts Payable	1,641,778
Unearned Income	292,269
Accrued Expenses & Other Liabilities	1,040,406
<i>Total Unrestricted Liabilities</i>	<u>2,974,453</u>

Non-Current Liabilities

Net Pension Liabilities	3,634,535
<i>Total Non-Current Liabilities</i>	<u>3,634,535</u>

Total Liabilities

6,608,988

Deferred Inflow of Resources - Pension

1,862,506

Net Position

Net Assets	248,868,301
Current Profit Account	9,015,828

Total Net Position

257,884,129

Sarasota Manatee Airport Authority
Budget/Year to Date Actual
For the Period Ending Tuesday, February 28, 2023

	<u>This Month This Year</u>	<u>Total Budget</u>	<u>Year to Date This Year</u>	<u>Budget Less Actual YTD</u>	<u>Actual YTD %</u>
Airline Rentals, Fees and Charges					
Landing Fees - Signatory	\$72,473	\$801,896	\$337,796	\$464,099	42.1%
Landing Fees - Nonsignatory	4,724	29,264	17,922	11,342	61.2%
Landing Fees - Nonscheduled	149	0	1,020	(1,020)	0.0%
Preferential Apron Fees	31,927	356,101	140,287	215,813	39.4%
Concourse Circulation	391,952	4,566,066	1,794,968	2,771,098	39.3%
Baggage Claim Area	91,074	1,080,250	436,314	643,936	40.4%
Gate Use Fees - Signatory	23,852	190,367	112,472	77,895	59.1%
Terminal and Gate Fees - Nonsignatory	48,509	401,557	246,014	155,543	61.3%
Airline Terminal Rent - Signatory	153,142	1,841,598	698,895	1,142,703	38.0%
Airline Terminal Rent - Nonsignatory	4,391	44,336	21,953	22,383	49.5%
Total Airline Revenues	822,193	9,311,433	3,807,641	5,503,792	40.9%
Non-Airline Revenue					
Air Cargo Facility	14,088	169,050	70,438	98,613	41.7%
Subtotal	14,088	169,050	70,438	98,613	41.7%
Airfield					
Fuel Flowage Fees	58,770	500,000	282,380	217,620	56.5%
Ground Lease Airfield	49,288	181,119	163,139	17,980	90.1%
T-Hangar Facilities	82,652	995,688	400,455	595,233	40.2%
Fixed Base Operators - Rent	66,975	761,240	338,850	422,390	44.5%
Fuel Service - ASIG	6,610	79,483	33,051	46,432	41.6%
Subtotal	264,295	2,517,530	1,217,875	1,299,655	48.4%
Terminal Building					
RAC Counter Space	14,500	174,000	72,498	101,502	41.7%
Other Terminal Rents	23,219	294,070	116,093	177,977	39.5%
Advertising	40,424	300,000	221,274	78,726	73.8%
Restaurant Services	(214,121)	1,339,000	328,070	1,010,930	24.5%
Gift Shop	(185,884)	1,054,000	190,058	863,942	18.0%
Miscellaneous	314	1,500	(64)	1,564	-4.3%
Vending	1,297	15,000	9,625	5,375	64.2%
Subtotal	(320,253)	3,177,570	937,554	2,240,016	29.5%
Terminal Area					
Car Rental %	1,087,212	10,360,000	4,384,458	5,975,542	42.3%
Auto Parking	652,400	7,000,000	4,118,746	2,881,254	58.8%
Ground Transportation	74,167	443,000	262,496	180,504	59.3%
Fuel Flowage Fees - Menzies	90,874	800,000	387,585	412,415	48.4%
RAC Ready Car Spaces	5,280	65,000	27,930	37,070	43.0%
Parking Stickers/Hang Tags	(12,425)	80,000	47,385	32,615	59.2%
Taxi Cab Service	3,271	98,000	28,488	69,512	29.1%
RAC Buildings Land Rent	45,945	551,337	229,724	321,613	41.7%
Subtotal	1,946,723	19,397,337	9,486,811	9,910,526	48.9%
Non-Aviation Area					
University Self Storage Income	45,942	543,283	243,667	299,616	44.9%
Buildings - Non-Aviation	35,140	415,424	169,448	245,976	40.8%
Common Area Maint - Comm Parke	500	6,000	2,500	3,500	41.7%
Land - Non-Aviation	43,724	466,500	219,039	247,461	47.0%
Subtotal	125,305	1,431,207	634,654	796,553	44.3%
Total Operating Revenue	2,852,351	36,004,127	16,154,972	19,849,155	44.9%
Investment Income + Other Income					
Investment Income					
Interest Earned - Operating	26,755	400,000	210,330	189,670	52.6%
Interest Earned - Other	0	0	0	0	0.0%
Subtotal	26,755	400,000	210,330	189,670	52.6%
Other Income					
Passenger Facility Charges	1,490,340	7,980,020	3,031,750	4,948,270	38.0%
Customer Facility Charges	1,023,552	7,000,000	3,410,926	3,589,075	48.7%
Grant Revenue - Other	0	0	0	0	0.0%
Grant Revenue - FAA	1,134,373	0	3,365,422	(3,365,422)	0.0%
Grant Revenue - FDOT	0	0	0	0	0.0%
Miscellaneous Income	9,914	10,000	16,858	(6,858)	168.6%
Miscellaneous Income - LEO	0	0	3,720	(3,720)	0.0%
I.D. Badges	4,476	30,000	20,135	9,865	67.1%
Profit/Loss on Disposal	4,330	15,000	10,110	4,890	67.4%
Extraordinary Items	0	0	44,500	(44,500)	0.0%
Asset Writedown/Up on Investments	204,616	0	533,432	(533,432)	0.0%
Subtotal	3,871,602	15,035,020	10,436,854	4,598,166	69.4%
Subtotal Investment Income & Other	3,898,357	15,435,020	10,647,184	4,787,836	69.0%
Total Revenues	6,750,708	51,439,147	26,802,156	24,636,991	52.1%

Sarasota Manatee Airport Authority
Budget/Year to Date Actual
For the Period Ending Tuesday, February 28, 2023

	<u><i>This Month</i></u> <i>This Year</i>	<u><i>Total</i></u> <i>Budget</i>	<u><i>Year to Date</i></u> <i>This Year</i>	<u><i>Budget Less</i></u> <i>Actual YTD</i>	<u><i>Actual</i></u> <i>YTD %</i>
Utilities					
Electric-Utility	71,829	825,600	286,051	539,549	34.6%
Refuse Collection	6,825	93,500	23,180	70,320	24.8%
Water and Sewer	14,525	165,000	60,297	104,703	36.5%
Subtotal	93,178	1,084,100	369,528	714,572	34.1%
Personnel					
Salary/Wages	1,333,851	11,443,598	5,126,905	6,316,693	44.8%
Health Insurance	204,138	2,627,901	1,009,017	1,618,885	38.4%
Retirement	506,079	1,940,001	1,168,441	771,560	60.2%
Social Security	68,522	683,772	265,784	417,988	38.9%
Medicare	19,787	165,933	71,102	94,831	42.8%
Disability	119	1,700	478	1,222	28.1%
Unemployment	0	28,298	0	28,298	0.0%
Worker's Compensation	24,170	396,434	120,850	275,584	30.5%
Employment Expenses	0	10,000	283	9,717	2.8%
Subtotal	2,156,666	17,297,637	7,762,859	9,534,778	44.9%
Administration					
Advertising	3,828	145,700	20,742	124,958	14.2%
Bad Debts Expense	0	5,000	0	5,000	0.0%
CEO Auto Expenses	1,315	20,000	6,694	13,306	33.5%
Public Relations	2,577	56,000	7,004	48,996	12.5%
Customs	53,709	225,000	105,703	119,297	47.0%
Data Processing	5,147	145,000	77,953	67,047	53.8%
Software Licenses/Annual Support	1,856	293,050	229,294	63,756	78.2%
Dues and Subscriptions	250	147,906	129,950	17,956	87.9%
Employee Service Awards	0	6,125	530	5,595	8.6%
Entertainment	28	18,600	3,238	15,362	17.4%
Insurance - Property	73,628	813,151	331,740	481,411	40.8%
Insurance - General Liability	7,259	95,584	36,294	59,290	38.0%
Insurance - Surety Bonds	6,525	51,946	25,178	26,768	48.5%
Insurance - Vehicles	7,481	91,456	37,405	54,051	40.9%
Legal Expense	43,631	425,000	228,607	196,393	53.8%
Loss & Safety Program	0	200	0	200	0.0%
Marketing Trade Show Registration	1,545	30,200	1,780	28,420	5.9%
Miscellaneous	(7,917)	87,100	25,654	61,446	29.5%
Office Supplies and Equipment	3,483	102,500	48,150	54,350	47.0%
Postage	454	5,200	1,715	3,485	33.0%
Professional Services	107,409	565,960	337,113	228,847	59.6%
Records Retention	0	1,500	0	1,500	0.0%
Sponsored Events	4,438	8,900	4,438	4,462	49.9%
Taxes	0	27,300	18,669	8,631	68.4%
Telephone Service	37,904	345,600	118,471	227,129	34.3%
Training	4,129	111,000	27,664	83,336	24.9%
Travel	16,368	203,400	77,027	126,373	37.9%
Holiday Decorations	0	38,000	23,000	15,000	60.5%
Uniforms	7,339	77,100	29,595	47,505	38.4%
Subtotal	382,385	4,143,478	1,953,606	2,189,872	47.1%
Operations					
Air Conditioning	3,793	63,000	44,815	18,185	71.1%
Carpentry	1,177	38,000	2,418	35,582	6.4%
Common Area Maint - Comm Parke	675	10,000	2,837	7,163	28.4%
Electrical	10,289	58,900	45,208	13,692	76.8%
Access Control	0	17,000	0	17,000	0.0%
Equipment Rental	7,952	33,000	84,860	(51,860)	257.2%
Equipment Repair	12,830	135,150	36,555	98,595	27.0%
Loading Bridge Repair	9,019	85,000	50,324	34,676	59.2%
Conveyor & Belts	8,208	40,000	10,313	29,687	25.8%
Terminal Audio & Paging Repairs	235	14,000	9,511	4,489	67.9%
Repairs Generator	3,976	15,000	3,976	11,024	26.5%
Repairs - Tires	2,706	25,000	20,107	4,893	80.4%
FAA Mandated Security Measures	0	500	103	397	20.5%
Fence and Gate Repair	1,211	20,500	5,349	15,151	26.1%
Interior Planting	0	500	0	500	0.0%
Irrigation System	210	11,500	796	10,704	6.9%
Janitorial Service	127,820	1,835,000	552,044	1,282,956	30.1%
Floor Maintenance	1,811	72,500	6,651	65,849	9.2%
Landscape Maintenance	11,807	60,200	15,994	44,206	26.6%
Miscellaneous Construction	9,098	112,400	36,876	75,524	32.8%
Paint and Markings	120	87,800	40,611	47,189	46.3%
Permits & Licenses	0	2,650	184	2,466	6.9%
Paving and Pavement Repairs	0	71,500	161	71,339	0.2%
Plumbing	8,831	39,500	18,347	21,153	46.4%
Radio Equipment Repairs	0	4,400	570	3,830	13.0%
Service Contracts	137,728	1,130,040	824,062	305,978	72.9%
Shuttle Service	5,846	18,000	7,398	10,602	41.1%
Vehicle Repairs	5,848	64,500	24,974	39,526	38.7%
Subtotal	371,191	4,065,540	1,845,044	2,220,496	45.4%

Sarasota Manatee Airport Authority
Budget/Year to Date Actual
For the Period Ending Tuesday, February 28, 2023

	<u><i>This Month</i></u> <u><i>This Year</i></u>	<u><i>Total</i></u> <u><i>Budget</i></u>	<u><i>Year to Date</i></u> <u><i>This Year</i></u>	<u><i>Budget Less</i></u> <u><i>Actual YTD</i></u>	<u><i>Actual</i></u> <u><i>YTD %</i></u>
<i>Supplies</i>					
Fabrication Supplies	1,839	13,300	5,765	7,535	43.3%
Extinguishing Agent	0	30,000	0	30,000	0.0%
First Aid Supplies	173	9,800	1,627	8,173	16.6%
Gas & Fuel	10,324	114,400	54,979	59,421	48.1%
Identification	95	15,000	14,306	694	95.4%
Janitorial Supplies	19,272	297,500	122,850	174,650	41.3%
Lighting	1,004	27,000	(2,854)	29,854	-10.6%
Lighting - Airfield	1,522	53,000	14,704	38,296	27.7%
Miscellaneous Supplies	2,432	10,000	3,932	6,068	39.3%
Miscellaneous Terminal Furnishings	0	8,000	432	7,568	5.4%
Non-Capital Equipment	7,581	125,110	28,363	96,747	22.7%
Safety Supplies	410	3,000	439	2,561	14.6%
Shop Supplies	970	17,000	9,502	7,498	55.9%
Signage	3,178	53,300	18,565	34,735	34.8%
Small Tools and Equipment	5,480	41,500	21,720	19,780	52.3%
Vegetation Control	232	20,000	9,847	10,153	49.2%
Ammunition/Wildlife Disbursement	405	12,500	2,048	10,452	16.4%
<i>Subtotal</i>	<u>54,917</u>	<u>850,410</u>	<u>306,226</u>	<u>544,184</u>	<u>36.0%</u>
<i>Total Operating Expenses</i>	<u>3,058,337</u>	<u>27,441,165</u>	<u>12,237,263</u>	<u>15,203,902</u>	<u>44.6%</u>
<i>Profit (Loss) from Operations</i>	<u>3,692,371</u>	<u>23,997,982</u>	<u>14,564,893</u>	<u>9,433,089</u>	<u>60.7%</u>
<i>Depreciation and Amortization</i>					
Amortization	35,657	0	180,143	(180,143)	0.0%
Depreciation	983,917	0	4,910,474	(4,910,474)	0.0%
<i>Total Depreciation and Amortization</i>	<u>1,019,574</u>	<u>0</u>	<u>5,090,616</u>	<u>(5,090,616)</u>	<u>0.0%</u>
<i>Other Expenses</i>					
Marketing	4,227	1,150,000	458,449	691,551	39.9%
<i>Total Other Expenses</i>	<u>4,227</u>	<u>1,150,000</u>	<u>458,449</u>	<u>691,551</u>	<u>39.9%</u>
<i>Net Profit (Loss)</i>	<u>\$2,668,570</u>	<u>\$22,847,982</u>	<u>\$9,015,828</u>	<u>\$13,832,154</u>	<u>39.5%</u>

**Sarasota Manatee Airport Authority
Investment Portfolio
For the Month of February 2023**

<u>Description</u>	<u>Cusip/Invest</u>	<u>Coupon</u>	<u>Par Value Orig Face</u>	<u>Purchase or Book Yield</u>	<u>Acquisition Cost</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Int. Rec'd</u>	<u>Market Value</u>	<u>Yield @ Market</u>	<u>Market Price</u>	<u>Purchase or Book Price</u>
1 US Treasury Note	91282CDA6	0.250	10,000,000	(1) 0.306	9,989,063	10/8/2021	9/30/2023	10,440	9,720,313	4.69	96.727	99.890
2 US Treasury Note	91282CCN9	0.125	8,000,000	0.766	7,921,875	1/18/2022	7/31/2023	801	7,838,750	4.68	97.383	99.020
3 US Treasury Note	91282CDR9	0.750	8,000,000	0.091	7,974,688	1/18/2022	12/31/2023	9,945	7,715,875	4.70	96.172	99.680
4 TD Bank CD	3282200422	3.250	10,000,000	3.250	10,000,000	7/11/2022	9/15/2023	27,083	10,000,000	3.25	100.000	100.000
5 Fed Home loan Bk	3133844ET2	-	4,090,000	4.246	3,999,634	10/12/2022	4/24/2023		4,034,744	4.54	98.649	98.195
6 Fed Home loan Bk	313384GQ6	-	4,112,000	4.284	3,999,255	10/12/2022	6/8/2023		4,057,927	4.51	98.062	97.260
7 Fed Home loan Bk	313384DT3	-	4,030,000	4.627	4,000,588	1/31/2023	3/31/2023		4,015,210	4.62	99.270	99.270
8 Fed Home loan Bk	313384GGB	-	4,063,000	4.754	4,000,145	1/31/2023	5/31/2023		4,000,145	4.82	98.453	98.453
9 US Treasury Bill	912797FQ5		4,065,000	5.026	4,000,065	2/28/2023	6/27/2023		4,002,298	5.03	98.403	98.403
Total Investments			<u>56,360,000</u>		<u>55,885,312</u>			<u>48,269</u>	<u>55,385,263</u>			

(1) Yield to Maturity.
(2) Interest on Notes is paid semi-annually, accrued monthly.
(3) Market value on non-restricted funds are provided by the Custodian, US Bank.

**Sarasota Manatee Airport Authority
Investment Analysis - Portfolio Activity Report
For the month of February 2023**

<u>Transaction Date</u>	<u>Maturity Date</u>	<u>Description</u>	<u>Cusip/Invest</u>	<u>Coupon Yield</u>	<u>Original Face Purchase price</u>	<u>Sales Price Market Price</u>	<u>Gain or (Loss) on Sale</u>
-------------------------	----------------------	--------------------	---------------------	---------------------	-------------------------------------	---------------------------------	-------------------------------

Securities Purchased:

2.28.23	06.27.23	US Treasury Bill	912797FQ5	5.026	4,060,000	4,000,065	
---------	----------	------------------	-----------	-------	-----------	-----------	--

Securities Sold:

<u>Transaction Type</u>	<u>Purchase Date</u>	<u>Maturity / Sale Date</u>	<u>Issuer</u>	<u>Cusip</u>	<u>Par Amount</u>	<u>Purchase Price</u>	<u>Book Yield</u>	<u>Book Value</u>	<u>Maturity / Sales Price</u>	<u>Maturity / Sales Value</u>	<u>Gain (Loss)</u>	<u>Accrued Interest</u>
Buy	10/12/2022		Fed Home Loan Bank	313384CK3	4,060,000	98.505000	3.959190	3,999,303.00				
Maturity		2/27/2023	Fed Home Loan Bank	313384CK3	(4,060,000)				100.00	4,060,000.00	60,697.00	

All information can be found on the trade ticket

AGENDA ITEM NO. 7.3

SARASOTA MANATEE AIRPORT AUTHORITY FINANCE & ADMINISTRATION STAFF REPORT MARCH 27, 2023 REGULAR MEETING

FINANCE

FEBRUARY 2023

Budget/Financial Information: Included in the Board packet are the unaudited **preliminary** financial statements for **February**. Summary information contained therein for **February** is as follows: Operating revenues were approximately **7.2% higher** than anticipated in the FY 23 budget. Operating expenses were approximately **6.6% higher** than anticipated in the FY 23 budget.

As part of the ongoing development of investment policies and procedures, reports have been developed based on information provided by Sarasota County Clerk of the Court. The current disclosure reflects an Investment Portfolio Analysis, along with a Portfolio Activity Report. Staff continues to work closely with the Clerk's office. **Investments earned total \$95,683 for February 2023.**

Passenger Facility Charge (PFC): A separate detail which reflects PFC collections for the month of **February** and cumulative to date.

March 27, 2023 Board Meeting - Department Reports

Sarasota Manatee Airport Authority
Sarasota Bradenton International Airport (SRQ)
PFC Collections by Carrier

Carrier	Feb-23	Collected since inception	Carrier	Feb-23	Collected since inception	Carrier	Feb-23	Collected since inception
Aces Airlines		24.86	Croatia Airlines		43.90	Northwest		1,996,108.91
Aer Lingus	13.17	1,376.68	Czech Airlines (Aviation Industry Consultants)		2,516.42	Olympic Airways		165.43
Aero California		8.64	Delta Air Lines	306,792.07	32,246,441.84	Pan American		5.84
Aero Costa Rico		2.92	El Al Israel Airlines	8.78	1,379.30	Panamena De Aviacion		8.78
Aeroflot - Russian Airlines		965.48	Elite		61,345.86	Paradise Island		28.80
Aeromexico	39.18	5,082.05	Emirates		4,358.14	PenAir (Penninsula Airways)		13.17
AeroPeru		19.02	Empire		757.44	Philippine Air		184.38
Aeropostal Venezuela		17.52	Eva Airways	4.39	779.24	Private Jet		3,719.95
Air Aruba		11.68	ERA Aviation		84.84	Qantas	13.17	3,933.19
Air Canada	11,964.56	1,057,533.47	Etihad Airways	21.95	531.19	Qatar	165.94	3,419.88
Air Europa		100.97	Express One		8,387.70	Reno Air		35,332.00
Air France	249.02	34,051.89	Falcon Express		1,454.16	Republic Airlines		3,612.86
Air India		2.88	Faucett		8.76	Royal Air Maroc		69.66
Air New Zealand		1,973.36	Finnair		585.06	Royal Aviation		10,170.36
Air Pacific Ltd.		135.81	Florida Coastal Airlines		8,516.60	Royal Jordanian		29.20
Air Portugal		308.10	Front Page Tours		245.28	Sabena		393.92
Air Serbia		544.36	Frontier Airlines	17,833.32	607,877.42	SAHSA		5.28
Air Sunshine		109,075.76	G-P Express		89.28	SAS (Scandinavian)	17.56	4,122.82
Air Trans At		144,133.51	Gold Transportation Services		26,702.01	Saudi Arabian Airlines		7.31
AirTran Airways		5,850,221.51	Gol Linhas Aereas	13.17	30.73	Sevicios Avensa		280.28
Alaska Airlines		6,262.19	Great Lakes Aviation		44.06	Silver Airways Corp		114.14
Alitalia/ITA	8.78	4,136.65	Hahn Air		2,956.82	Singapore		3,133.02
All Nippon Airways (ANA)		535.58	Hawaiian Airlines		1,013.65	Skyservice		9,903.84
Allegiant Air	378,826.27	5,289,338.72	Iberia	35.12	1,475.00	South African Airways		4,309.11
Aloha		46.64	Island Air		30.73	Southeast Airlines		6,234.20
America West		116,500.91	Insel Air		4.39	Southwest	200,520.37	4,179,150.22
American (AMR)	258,076.77	6,278,583.90	JAL (Japan Airlines)	8.78	896.53	Sun Country	10,246.26	379,603.85
ATA Airlines, Inc.		2,527,486.80	Jet Airways		114.14	Sun Pacific Int'l (HMHF)		3,612.04
Asiana Airlines		668.85	Jet Blue	81,903.40	5,755,968.82	Sunworld Int'l Airlines		224.84
ATA Leisure Corp.		90,614.78	JetsGo		6,418.18	SwissAir	35.12	5,398.14
Austrian Airlines	43.90	867.39	Kenya	149.26	206.43	Taca Int'l Air		348.76
AV Atlantic		1,027.84	KLM	200.62	10,228.20	TAM Airlines (Aviation Industry Consultants)		1,039.00
Avelo Airlines	32,829.10	139,911.20	Korean Air	136.15	17,435.02	TAP Air Portugal		220.87
Avensa		43.20	Kuwait Airways		2.92	Tower Air		17.52
Avianca		245.09	Lacsa		36.54	Trans Brasil Airlines		20.44
Aviateca, S.A.		5.84	Laker Airways		803.00	Trans World Airways		781,609.36
Big Sky		2.92	Lan Airlines		21.95	Turk Hava (Turkish)	3.84	1,703.13
Breeze Airlines	6,252.17	49,949.42	Lan Argentina		17.56	Ultrair		2.88
British Airways	91.31	11,669.23	Lan Chile		346.38	United	193,599.20	4,123,417.57
Brussels Airlines	13.17	149.15	Lan Peru		21.95	US Air Shuttle		2.92
BWIA		78.84	LATAM Airlines Group	4.39	482.90	US Airways		8,883,648.83
Canada 3000		100,572.36	Leisure Air		33,007.40	USA 3000		79,178.04
Canadian Airlines		64,977.45	Lineas Aereas Privadas Argentinas		16.07	V Australia (Virgin Blue)		386.32
Canair		20,334.88	Lone Star		69.52	Varig		668.53
CanJet		120,295.00	Lot Polish Airlines		1,485.11	Vietnam Airlines		83.41
Cape Air / Hyannis Air Service		242.90	LTU		74.88	Virgin Atlantic	114.03	6,698.12
Carnival Air Lines		1,883.40	Lufthansa	65.85	7,584.96	Viscount Air Service		2,006.04
Casino Air Link		887.68	Malaysia		406.88	Viscount Air Tours		353.32
Casino Express		8,389.66	Malev Hungarian		241.88	Vision		2,809.60
Cathay Pacific		3,241.46	Mark Travel Corp.		10,856.56	WestJet		59,780.01
Cayman Airways		101.96	Mesa Airlines		132.20	World Airways		35.04
Champion Air (MLT, Inc.)		9,343.96	Compania Mexicana		438.74	Total	1,500,300.14	85,089,661.23
China Airlines		2,340.59	MGM Grand Air		302.40	PFC checking interest	99.19	1,744,167.23
Colgan Air, Inc.		151.86	Miami Air Int'l		5,515.47	PFC investment interest		1,526,893.55
ComAir		21,805.38	Midway Airlines		601.52	Securities-bought		32,071,184.66
Compania		33.75	Midwest		1,922.08	Securities-sold		32,058,520.85
Conquest		5.76	Mountain West		11.68	Securities interest		224,518.18
Continental Airlines		3,580,174.07	National Airlines		5.84	Service charges		6,970.26
Continental Micronesia		44.05	Nicaraguense de Aviacion		5.84	Expenditures	500,000.00	87,412,939.82
Copa		11.56	North American Airlines		443.39	Balance		<u>1,152,666.30</u>

HUMAN RESOURCES

FEBRUARY 2023

**HUMAN RESOURCES DEPARTMENT
ACTIVITY FOR THE MONTH OF FEBRUARY 2023**

OPEN POSITIONS

POSITION	NUMBER OF POSITIONS	POSITIONS FILLED	APPLICANT(S) HIRED	STARTING DATE
Baggage Handling System - PT	3	1	Ana Arismendi	2/10/2023
Baggage Handling System - FT	8	7	Re-classification: Julio Monroy; SUB to FT: Patricia Villamizar, Devin Randall, Paul Guthrie, Ana Ramirez, Cyrel Caballero, Ala Ourl	2/13/2023
Communications Specialist PT	1			
Floor Maintenance Technician	1			
HVAC Mechanic	1			
Industrial Mechanic	1			
IT System Technician	3	1	Arthur Levitsky	2/10/2023
Maintenance Technician, Airfield	1			
Police Officer - PT	1			
Police Sergeant	1	1	Robert Shaw	2/27/2023
Traffic Control Specialist	3	1	Thomas Fraser IV	2/2/2023
TOTALS	24	11		

SEPERATIONS

NAME	HIRE DATE	SEPARATION DATE	POSITION
Jerry Noeske	12/21/1989	2/1/2023	Communications Specialist
Kendra Coulure	4/12/2022	2/2/2023	Floor Maintenance Technician
Jack Krier	8/4/2022	2/25/2023	Traffic Control Specialist

The following positions(s) are funded in the FY 23 Budget, but have not been authorized to fill at this time.

POSITION	NUMBER OF POSITIONS	DEPARTMENT
Facilities Administrator	1	Facilities
Industrial Mechanic	1	Facilities
Maintenance Technician	1	Facilities
Property Leasing Administrator	1	USS

PURCHASING

FEBRUARY 2023

BIDS/QUOTES: The Authority awarded the new parking lot Equipment (PARC) to SKIDATA. This new equipment will greatly improve passenger service, speed up entry and checkout, and offer all the modern pay methods available to our passengers. Site work will commence sometime in April with equipment being installed during the early summer months. System also includes License Plate recognition (LPR) which will help monitor space availability and improve accuracy of payment to help reduce potential fraud.

The entire roof over Ticket Wing is completed. We are working with our insurance company on ways to reduce exposure to increased premiums by installing a few extra ideas they recommend to help in any wind event going forward.

We awarded the Elevator Modernization project to Schindler Elevator. This will bring 4 of our elevators up to the code changes required by December 2023. This modernization basically brings the mechanical, electrical, and safety equipment up to current standards. Actual work on the elevators will start in late summer taking up to 4 months to complete the project.

The ceiling Tile replacement in the Ticket wing has started. It is expected to be complete sometime in March. Original tile patterns and colors will be used in this replacement. There was some sheetrock needing to be replaced around some of the sky lights. So far this evening project has not disrupted passenger service and so far the contractor has performed above expectations.

Informal written quotes requested from prospective suppliers to provide airport lighting/lamps, artificial plants, batteries, computer hardware, technical support and software related items, electrical fixtures, extinguishing agents, firefighting gear, landscaping supplies, loading bridge repairs and supplies, industrial supplies, MRO items, office chairs, paint and paint supplies, promotional and advertising novelties, rental equipment, tires, tractor, uniforms, etc. and other misc. repairs and services.

WAREHOUSE: The Warehouse continues to add and delete items stocked in inventory and to generate purchase orders to replenish stock based on monitoring of inventory levels: **1** new item added, and we have reduced the number of items in the warehouse by **3**. Purchasing is reviewing all stock items to further reduce non-usage/slow moving items as needed. **On-line auction activity through GovDeals for surplus/obsolete items: There were \$5194.00 of sales in the month of February 2023.**

DEPARTMENT PROJECTS:

- **Ceiling Tile Replacement in the Ticket Wing from damages caused by Hurricane Ian has started.**
- **Working on reorganizing the warehouse to create additional needed storage space.**
- **Kick-off meetings have been held for the Elevator Modernization Project and the new Parking Lot Equipment Replacement.**

CONTRACTS ISSUED: Schindler Elevator.

SUMMARY OF DEPARTMENT ACTIVITY FOR THE MONTH:

PURCHASING:

- Purchase Orders Issued: 106
- Blanket Purchase Orders Issued: 8
- Emergency Purchase Orders Issued: 0
- Change Orders Issued: 0

WAREHOUSE/RECEIVING:

- Inventory Stock Transactions

NOTICE TO THE BOARD:

Per the Purchasing Policy, all purchases between \$35,000 - \$65,000 require at least three informal quotes. All purchases between \$65,000 to \$150,000 value shall be publicly noticed and made on the basis of competitive sealed bids, competitive sealed proposals, or competitive sealed replies. All exceptions shall be noted to the Authority at its next regular meeting. The following are exceptions to this policy for **February 2023: None.**

AGENDA ITEM NO. 7.4

SARASOTA MANATEE AIRPORT AUTHORITY
REAL ESTATE DEVELOPMENT & PROPERTIES STAFF REPORT
MARCH 27, 2023 REGULAR MEETING

REAL ESTATE DEVELOPMENT & PROPERTIES

FEBRUARY 2023

Allegiant Airlines: Discussions underway to expand Allegiant footprint in the Cargo facility.

Property #7/NEC and #12 NWC University & Bradenton Rd: SMAA application for DRI termination and rezoning in process. Property 7 temporary economy overflow parking under construction.

Property #5/6 and airfield: Manatee County DRI termination and rezoning in process and will include DaVinci training center.

Rental Car/Status: Development of a consolidated QTA lot/facility in process and Properties to prepare amended lease/operating agreements with all three car companies, including lease extensions. The ready/return reconfiguration is underway.

Airport Hotel #3: The ground rent tenant is participating in the DRI/rezoning. Hotel tenant submitting plans for construction.

NORTH QUAD DEVELOPMENT:

- Sheltair FBO: Sheltair proceeding with design, 60% design plans underway.
- SRO Hangar, LLC: SRO Hangar due diligence and conceptual site planning underway. Design plans have commenced.
- EAA: EAA has commenced with due diligence and conceptual site planning. Fundraising is underway.
- GA FIS: The GA FIS facility is in process, Properties to negotiate/complete a lease for the property/building.
- Aerovanti: Aerovanti lease agreement negotiations complete for the development of hangars, including a fuel farm in the N Quad. A lease will be presented to the Board for consideration/approval for hangar development at the March Board meeting.

School District of Manatee County, Florida: The school Board received State funding for the project and is conducting due diligence. A Phase II Environmental Audit was conducted, and further testing complete and findings are due out.

Team Success: The Tenants sitework and buildings are under construction and opening of the school is scheduled for the fall of 2023. Phase II Environmental is complete and remediation is underway.

DaVinci: DaVinci lease agreement for the development of a 15,000-sf aircraft training facility on a portion of Property 5 and this project has commenced. The project was submitted to Manatee County for pre-application, SMAA will need to obtain DRI modifications in conjunction with this project. Preapplication meeting is scheduled with the stormwater district.

Property 5 and 6: Property 5/6 are contemplated to be temporarily utilized as Park N Fly lots and are both in process as to zoning/design/permit. A one (1) acre site on Property 5 will be leased to DaVinci Inflight Training as approved by the Board in January.

Concessions: Redevelopment of retail, food and beverage concessions throughout the Terminal/Concourse to expand/redevelop is in process. This project will be a phased project over the next couple years once implemented. A two package RFP is anticipated to go out for solicitation in April with the selected concessionaires to be presented to the Board 3rd Qtr 2023.

HMS Host: HMS Host received corporate approval and is in design for an island bar with limited food concessions, at the north end of the Concourse B. A concessions lease agreement for this project is in negotiations and will be presented to the Board for consideration/approval in an upcoming Board meeting.

Mitchell Management of Florida, Inc.: A second Concessions project to develop an Arby's and replace the current Kona Bar space is in process. The HMS Host Island Bar will be coordinated with this project to provide bar/lounge services to replace the Kona services/sales to allow Arby's to move into the space.

Just Baked: An additional vending company (Just Baked) is being tested both pre and post security which serves hot foods from a vending style machine. Install prep is underway.

Property #10/M-lot: The maintenance hangar and Agape hangar have been leased to Aerovanti Air Club for one year while business terms are being reached with Elixir, a small aircraft manufacturer. Elixir plans to enter the US in 2024 and negotiations continue.

Property #2/Tallevast: Properties continues discussions/negotiations with Industrial development groups as to a joint development of this property.

Parking: Negotiations in finalization with SKIDATA to replace parking revenue equipment. In addition, new equipment has been ordered and will be installed in the shade parking to provide pass thru with a card reader.

Dolphin FBO Expansion and Acquisition: Construction underway on four of six planned hangars at Dolphin. Hawthorne has commenced operations at Dolphin FBO.

USS storage/Property 9: A lease for the 10,000 sf USS building with Aerovanti will be presented at the March Board meeting for consideration/approval. The USS offices would be relocated to the other building within the storage facility area. Properties to investigate further redevelopment options of USS/Property 9.

Menzies/Fuel Farm: Negotiations of a lease amendment with Menzies is near complete for the further expansion of the Fuel Farm. This project would add fueling stations for both transport truck delivery and fuel truck refueling for aircraft fueling. The agreement would share the \$4,400,000 cost and would provide recovery charges back to the airlines for both SMAA and Menzies. The amendment will be forth coming for Board approval in an upcoming meeting

Minimum Standards: SMAA is in process of updating the airports Minimum Standards, with several of the airport departments participating. Completion is anticipated by the first quarter 2023.

General: Insurance notices, tenant inquiries, showing of properties, construction permits, meetings with surveyors, appraisers, contractors and engineering consultants, collections and past due notices, notices of insurance renewals and compliance, loss prevention committee, meetings with insurance claimants, planning and staff meetings.

GENERAL AVIATION:

T-HANGAR MONTHLY STATUS REPORT
For the Month of FEBRUARY 2023

Item	Qty.	No. Leased	Wait List	Leased %	Monthly Rate	Monthly Rent	Annual Rent
T-Hangars							
51'5 W Oversize	4	4	34	100%	\$1,700.00	\$6,800.00	\$81,600.00
48' W Large	27	27	68	100%	\$632.00	\$17,064.00	\$204,768.00
DAMAGED 48' W Large	6	6	0	100%	-\$632.00	-\$3,792.00	-\$45,504.00
42' W Standard w/additional 176 sq. ft. storage	4	4	2	100%	\$572.00	\$2,288.00	\$27,456.00
42' Standard (42' wide)	121	121	126	100%	\$462.00	\$55,902.00	\$670,824.00
42' W Standard Discounted rate for CAP & EAA	2	2		100%	\$250.00	\$500.00	\$6,000.00
Storage Rooms	7	4		57%	\$100.00	\$400.00	\$4,800.00
Storage Rooms (Discounted rate for CAP & EAA)	2	2		100%	\$10.00	\$20.00	\$240.00
DAMAGED Storage Room (Discounted rate for CAP)	1	1		100%	-\$10.00	-\$10.00	-\$120.00
TOTALS	173	170	230			\$79,172.00	\$950,064.00

- Compliments: 3
- Complaints: 1
- Maintenance Requests: 3 ~ Plus continuing post Hurricane repairs to Bldg. D3.
- Total number of tenants: 161
- Total rentable spaces: 167
- 104 tenants using auto credit card method of payment.
- EAA Chapter 180 currently using J3-110 for build program – no rate discount.
- All co-tenancy leases effective October 1, 2022 will conform to Res 2022-02.
- A \$25 fee will be charged to all parties on the T-Hangar waiting list.
- Existing co-tenancy leases, \$250 fee collected per Res 2022-02.
- J6-106 vacated January 31, 2023. D3-106 displaced tenant temporarily leasing J6-106.
- D2-113 new lease effective March 1, 2023.
- Facilities is assuming responsibility for repairs to Bldg. D3. Steel expected in 1st quarter of 2023.
- Date of delivery of electrical components still unknown.
- Rent abatement for tenants displaced from Bldg. D3 effective October 1, 2022: \$3,802.00/month. (Six 48' wide T-Hangars, one storage room @ standard rate & one storage room discounted rate for CAP.)
- Y-T-D rent abatement = \$19,010.00.

AGENDA ITEM NO. 7.5

SARASOTA MANATEE AIRPORT AUTHORITY
ARFF, OPERATIONS & POLICE DEPARTMENTS
MARCH 27, 2023

OPERATIONS DEPARTMENT - PROJECT/ACTIVITY/INCIDENT REPORT FOR THE MONTH OF FEBRUARY

Projects and Activities

- Operations corrected several minor issues with the Access Control System during the month.
- Operations attended construction meetings for Taxiway C/F Overlay, In-line Baggage System, and East Ramp Expansion.
- Worked with Facilities and IT Departments on installation of additional and replacement CCTV cameras. Also assisted with improvements to the access control system network.
- Operations conducted multiple vehicle and aircraft escorts throughout the month.
- Operations conducted multiple "drivers training" sessions on the airfield.
- Operations responded to multiple wildlife and FOD calls throughout the month.
- 2/1 – Runway 4/22 closed midnight to 6AM for maintenance.
- 2/5 – Operations coordinated gate assignments for three air carrier diversions from MIA and FLL due to weather (fog).
- 2/7, 8, & 20, 21, 22 – Runway 14/32 closed midnight to 5:30AM for construction work.
- 2/8 – Operations person attended National Weather Service SKYWARN Spotter course.
- 2/17 – 20: Taxiway E closed for parking of aircraft by Atlantic.
- 2/22 - Airport's triennial Full Scale Disaster Exercise (PADRE 2023) took place at 7PM on Runway 4. Over 200 personnel participated with first responders and emergency equipment from both counties in addition to Federal agencies.
- 2/23 – Updated airfield diagram published by FAA using information supplied by Operations.
- 2/24 – Operations assisted APD at checkpoint when line extended beyond queuing space.
- 2/28 – Taxiway A was closed between the east terminal ramp and Runway 32 for work on the R5 connector, 9:30PM – 5:30AM.

Alerts and Incidents

- 2/5 - A Columbia 400 blew a right main tire on take-off roll (Runway 14) and exited at TWY D. Operations responded and assisted pilot in pulling the aircraft past the Runway Hold Line. ARFF was called to assist with a skid plate. Dolphin tug towed the aircraft back to Dolphin.
- 2/22 – Alert II: Student Pilot conducting his first solo flight. After departing Runway 4, the aircraft (Piper Cherokee) engine lost power and he was unable to maintain a climb or level flight. He declared an emergency, conducted a 180-degree left turn and landed on Runway 22. The aircraft cleared the runway at Taxiway C and was towed to the Dolphin Ramp by a Cirrus Aviation mechanic.
- 2/22 - Aircraft reported a possible tire failure on landing Runway 14. Operations responded and verified that all aircraft tires appeared inflated and undamaged. Aircraft taxied to the Dolphin ramp.
- 2/24 – Alert I: inbound C-182R with an alternator failure on short final landing Runway 32. Aircraft landed without incident and taxied back to their hangar.

OPERATIONS DEPARTMENT
 MARCH 2023

Miscellaneous Activities

February Activity	2023	2022
Medical Runs Dispatched by AIRCOM	32	37
Medical Runs requiring County EMS Response	11	12
Aircraft Alerts/Incidents	5	4
NOTAMs Issued	51	44
Notice of Violations	7	4
CHRC (Fingerprint check) conducted	134	109
New I.D. Badges Issued	129	182
I.D. Badges Renewed	99	42
Security Threat Assessments	337	249
Computer Based Training Classes completed	635	445

FIRE DEPARTMENT
MARCH 2023

FIRE DEPARTMENT ACTION REPORT FEBRUARY 2023			
SAFETY INCIDENT/RESPONSES			
TYPE OF RESPONSE	AREA OF RESPONSE	NUMBER OF RESPONSES	TOTAL YEAR TO DATE
EMT FIRST AID RESPONSES:	Ticket wing	4	6
	Main	5	8
	Baggage Wing	7	11
	Escalator	0	0
	Curbside	4	10
	2nd Floor	0	3
	3rd Floor	0	0
	TSA Checkpoint	0	0
	Walk-in	0	0
	Restaurant	0	0
	Concourse 1st	1	1
	Concourse 2nd	9	21
	Ramp	0	1
	Aboard Aircraft	5	12
	Parking lot	2	6
	Toll Booth	0	0
Airfield	1	2	
	TOTAL EMT FIRST AID:	38	81
FIRE RESPONSES:	Aircraft Fire	0	1
	Structural Fire	0	1
	Vegetation Fire	0	0
	Vehicle Fire	0	0
	Trash Fire	0	0
FIRE ALARM RESPONSES:	Fire Alarms	2	2
	Bomb Scare	0	0
	TOTAL FIRE / ALARM:	2	4
HAZARDOUS MATERIALS RESPONSES:	Fuel Spill	0	2
	Chemical Spill	0	0
	Other	0	0
	TOTAL HAZARDOUS MATERIAL:	0	2
AIRCRAFT EMERGENCY RESPONSES:	Alert I	1	3
	Alert II	1	4
	Alert III	0	0
	Stand By/Hot Fuel	1	4
	TOTAL AIRCRAFT EMERGENCY:	3	11
SUPPLEMENT REPORT			1
	TOTAL RESPONSES	43	99

POLICE DEPARTMENT
MARCH 2023

POLICE ACTIVITIES FEBRUARY 2023

CRIMES	
ASSAULT/BATTERY	5
BOMB THREATS	0
GRAND THEFT AUTO	2
DAMAGE TO PROPERTY	0
DISORDERLY CONDUCT	3
FIELDS INTERVIEWS	3
DOMESTIC VIOLENCE	0
NARCOTICS	3
PERSONAL PROPERTY THEFT	0
RECOVER GRAND THEFT AUTO	2
SUSPICIOUS PERSON	3
SUSPICIOUS VEHICLE	1
TRESPASS	9
OTHER CRIMES	0
TOTAL:	31
PATROLS	
AOA	129
CONCOURSE PATROL	172
SECURITY CHECKPOINT	180
GROUND TRANS	60
PARKING LOTS	153
PERIMETER (INSIDE)	42
ROADWAY	148
BAGGAGE AREA PATROL	100
TACTICAL PATROLS	24
SECURITY PATROLS	370
TOTAL:	1378
CHECKPOINTS	
AOA BREACH	0
ASSIST ASM MISC.	0
CHECKPOINT BREACH	0
DOOR ALARMS	2
DRUGS-NARCOTICS	0
EXIT LANE ALARM	0
EXIT LANE BREACH	0
HOLD BAGGAGE CALLS	0
NO FLY LIST	0
OTHER PROHIBITED ITEMS	0
SUSPICIOUS ITEMS	0
OTHER	0
TOTAL	2

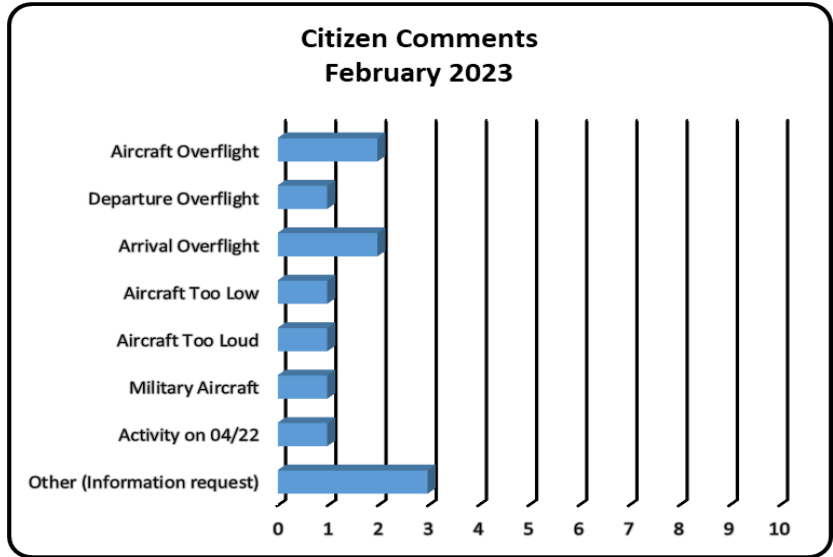
INSPECTIONS	
COMMERCIAL INSPECTION	23
GATE INSPECTION	101
GT INSPECTION	384
SIDA CHECK	140
OTHER INSPECTIONS	0
TOTAL:	648
TRAFFIC	
DISABLED VEHICLE/TOWING	4
PARKING TICKETS	5
TRAFFIC CRASHES	2
TRAFFIC CITATIONS	10
WARNINGS	0
OTHER TRAFFIC	4
TOTAL:	25
ASSISTANCE	
BAKER/MARCHMAN ACT	3
CUSTOMERS	25
MOTORISTS	4
OUTSIDE AGENCIES	3
SMAA EMPLOYEE/DEPT	0
TENANTS	9
MEDICAL CALLS	37
LOST & FOUND LOGGED	82
LOST & FOUND RETURNED	31
LOST & FOUND INQUIRIES	284
TOTAL:	478
WEAPONS	
EXPLOSIVES	0
FIREARM PARTS/AMMO	1
FIREARMS AT CHECKPOINT	2
UNDECLARED WEAPONS	0
OTHER WEAPONS	2
TOTAL:	5
ARRESTS	
ARRESTS FELONY	7
ARRESTS JUVENILE	0
ARRESTS MISD	3
SAO REFERAL	0
NOTICE TO APPEAR	2
OTHER ARRESTS	0
TOTAL:	12

OPERATIONS
MARCH 2023

NOISE MONITORING AND FLIGHT TRACKING FOR THE MONTH OF FEBRUARY

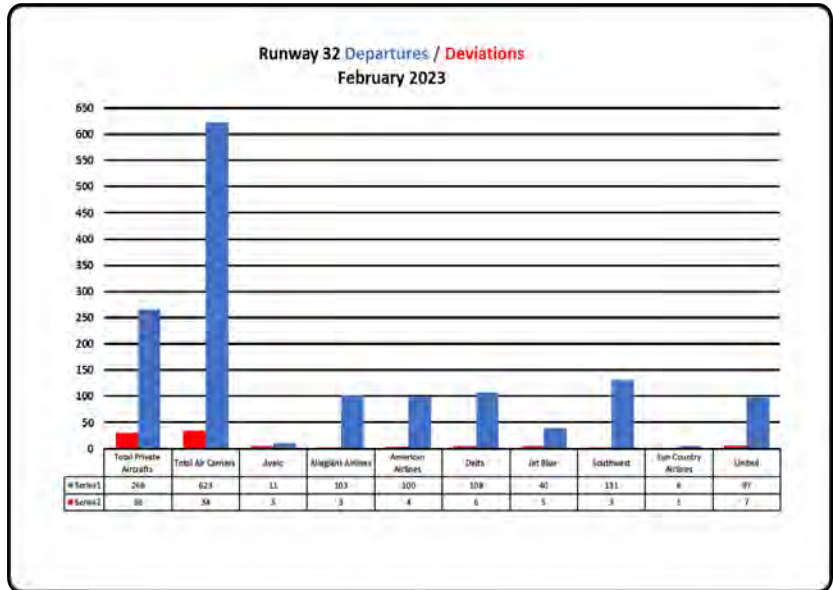
➔ The chart to the right displays the distributions of noise complaints for the month of February 2023. There were 11 calls and 1 email which generated 12 complaints or request for information by the Noise Abatement Hotline or by the Operations Department.

Of the total complaints, 50% were from Manatee County and 50% were from Sarasota County. The average number of calls received for the month were .39 calls per day.



Flight Tracking & Runway 32 Deviation data is for February 2023. There were 34 air carrier and 30 private jet deviations observed during this period.

In February 2023, United (UAL) had 7 deviations, Delta (DAL) had 6 deviations, JetBlue (JBU) had 5 deviations, Avelo (VXP) had 5 deviations, American (AAL) had 4 deviations, Southwest (SWA) had 3 deviations, Allegiant (AAJ) had 3 deviations and Sun Country (SCX) had 1 deviation. This office continues to work with representatives from the airlines, private jets and the SRQ ATCT to ensure compliance with SRQ Five & SRKUS Four Departure Procedures (NADP for Runway 32).



RUNWAY UTILIZATION

The overall runway utilization for the month of February 2023 is distributed as follows:

Operations	Runway 04	Runway 22	Runway 14	Runway 32
Arrivals	2%	7%	55%	36%
Departures	17%	12%	49%	31%

AGENDA ITEM NO. 7.6

SARASOTA MANATEE AIRPORT AUTHORITY DEVELOPMENT/COMMUNITY RELATIONS & ACTIVITY REPORT MARCH 27, 2023

SRQ AMBASSADORS

In February, the SRQ Ambassadors volunteered 728 hours. Our ambassadors gave 2 guided tours with 26 participants during the month.

MEDIA RELATIONS

Met with or contacted this month by reporters from the Sarasota Herald-Tribune, the Bradenton Herald, ABC7, SNN TV, Bay News 9 and News Channel 8.

Mark Stuckey, Executive Vice President, Chief of Staff: February 20 – March 20, 2023

02/23/23	Meeting with Avelo Airlines Network Planner at SRQ
02/27-03/01	Attended Breeze Airways Conference in Salt Lake City, UT
03/05-03/10	Attended ITB in Germany with VSC and BACVB
03/15/23	Attended Manatee Chamber Headliners Luncheon
03/20/23	Attended Routes Americas in Chicago – 12 airline meetings

Fredrick Piccolo, President, CEO: February 20 – March 30, 2023

March 3	Interview – Invest Tampa Bay
March 6	Interview – SNN Suncoast News Sarasota
March 14	Interview – The Observer
March 16	Speaker – Sarasota Republican Women’s Club
March 27	SRQ Groundbreaking Ceremony
March 29	Meeting – Manatee Chamber Board
March 30	Meeting – Bradenton Area EDC Board of Trustees

Mr. Piccolo participates in various impromptu media interviews throughout the month

ACTIVITY REPORT

FEBRUARY 2023

**ACTIVITY REPORT
SARASOTA-MANATEE AIRPORT AUTHORITY
SARASOTA BRADENTON INTERNATIONAL AIRPORT**

ACTIVITY MONTH: **FEBRUARY**

	2023			2022			12 MONTHS ACTIVITY THRU FEBRUARY		
	2023	2022	% CHANGE	2023 YEAR TO DATE	2022 YEAR TO DATE	% CHANGE	2023	2022	% CHANGE
AIRCRAFT OPERATIONS									
ITINERANT									
AIRLINES	2,971	2,951	0.68%	6,026	6,024	0.03%	30,113	34,567	-12.89%
AIR TAXI	1,454	1,414	2.83%	2,886	2,824	2.20%	14,346	13,863	3.49%
GENERAL AVIATION	6,439	6,996	-7.96%	12,697	13,667	-7.10%	71,500	75,193	-4.91%
MILITARY	212	178	19.10%	460	387	18.86%	2,218	2,897	-23.44%
TOTAL ITINERANT	11,076	11,539	-4.01%	22,069	22,902	-3.64%	118,177	126,518	-6.59%
GENERAL AVIATION (Local)	2,194	2,470	-11.17%	4,569	4,883	-6.43%	33,406	35,415	-5.67%
TOTAL OPERATIONS	13,270	14,009	-5.28%	26,638	27,785	-4.13%	151,583	161,933	-6.39%
TOTAL PASSENGERS:									
ON	191,890	166,662	15.14%	382,281	321,225	19.01%	1,988,585	1,760,892	12.93%
OFF	201,917	173,803	16.18%	389,143	321,429	21.07%	1,987,791	1,758,829	13.02%
TOTAL	393,807	340,465	15.67%	771,424	642,654	20.04%	3,976,376	3,519,721	12.97%

SARASOTA BRADENTON INTERNATIONAL AIRPORT
 TOTAL PASSENGERS - FEBRAURY 2023
 MONTH / YEAR-TO-DATE COMPARISON

AIRLINES	MONTH			YEAR-TO-DATE			YTD MKT SHARE		
	2023	2022	% CHG	2023	2022	% CHG	2023	2022	
[MAJOR CARRIERS]									
AIR CANADA	6,681	0	100.0%	12,670	0	0.0%	1.7%	0.0%	
ALLEGiant	79,174	58,377	35.6%	156,602	106,967	46.4%	20.8%	18.5%	
AVELO	7,005	2,424	189.0%	12,169	3,878	213.8%	1.6%	0.7%	
BREEZE	4,026	0	100.0%	8,950	0	100.0%	1.2%	0.0%	
DELTA	76,531	59,087	29.5%	155,914	117,687	32.5%	20.8%	20.4%	
ELITE AIRWAYS	0	0	0.0%	0	200	-100.0%	0.0%	0.0%	
FRONTIER	3,572	3,225	10.8%	7,011	6,316	11.0%	0.9%	1.1%	
JETBLUE	20,492	20,191	1.5%	41,132	38,712	6.3%	5.5%	6.7%	
UNITED	42,254	32,368	30.5%	78,952	61,616	28.1%	10.5%	10.7%	
AMERICAN	55,658	27,570	101.9%	101,883	53,666	89.8%	13.6%	9.3%	
SOUTHWEST	84,460	96,121	-12.1%	165,810	178,311	-7.0%	22.1%	30.9%	
SUN COUNTRY	5,315	5,495	-3.3%	10,260	10,716	-4.3%	1.4%	1.9%	
MAJOR TOTAL:	385,168	304,858	26.3%	751,353	578,069	30.0%	100.0%	100.0%	
(AFFILIATE AIRLINES)									
MESA AIRLINES-United Express	3,832	3,667	4.5%	7,602	6,237	21.9%	39.6%	9.8%	
PSA AIRLINES -American	423	10,479	-96.0%	1,346	19,459	-93.1%	7.0%	30.4%	
REPUBLIC-American	488	0	100.0%	4,387	749	485.7%	22.9%	1.2%	
Republic - United	878	10,263	-91.4%	1,506	17,163	-91.2%	7.8%	26.9%	
Republic-Delta	0	3,619	-100.0%	0	6,256	-100.0%	0.0%	9.8%	
SKY WEST - United	2,696	3,430	-21.4%	4,215	6,334	-33.5%	22.0%	9.9%	
ENDEAVOR-Delta	0	0	0.0%	0	0	0.0%	0.0%	0.0%	
ENVOY-American	0	3,794	-100.0%	143	7,724	-98.1%	0.7%	12.1%	
REGIONAL TOTAL:	8,317	35,252	-76.4%	19,199	63,922	-70.0%	100.0%	100.0%	
(DOMESTIC-CHTR)									
SUN COUNTRY	322	355	-9.3%	872	663	31.5%	100.0%	100.0%	
SUBTOTAL:	322	355	-9.3%	872	663	31.5%	100.0%	100.0%	
CHARTER TOTAL:	322	355	-9.3%	872	663	31.5%	0.1%	0.1%	
GRAND TOTAL:	393,807	340,465	15.7%	771,424	642,654	20.0%	100.0%	100.0%	

SARASOTA BRADENTON INTERNATIONAL AIRPORT
TOTAL YOY PASSENGER COMPARISON - BY MONTH

	2023				2022				YOY	
JAN	232,060	145,007	550	377,617	JAN	160,119	141,562	508	302,189	25.0%
FEB	240,742	152,743	322	393,807	FEB	173,945	166,165	355	340,465	15.7%
MAR	0	0	0	0	MAR	244,551	198,131	164	442,846	-100.0%
APR	0	0	0	0	APR	234,933	150,693	387	386,013	-100.0%
MAY	0	0	0	0	MAY	187,689	144,416	326	332,431	-100.0%
JUNE	0	0	0	0	JUNE	188,770	98,970	318	288,058	-100.0%
JULY	0	0	0	0	JULY	184,958	98,167	0	283,125	-100.0%
AUG	0	0	0	0	AUG	149,079	87,720	0	236,799	-100.0%
SEPT	0	0	0	0	SEPT	111,733	78,672	0	190,405	-100.0%
OCT	0	0	0	0	OCT	190,148	117,864	0	308,012	-100.0%
NOV	0	0	0	0	NOV	222,438	137,050	0	359,488	-100.0%
DEC	0	0	0	0	DEC	238,222	139,282	271	377,775	-100.0%
TOTAL:	472,802	297,750	872	771,424	TOTAL:	2,286,585	1,558,692	2,329	3,847,606	-80.0%

AGENDA ITEM NO. 7.7

SARASOTA MANATEE AIRPORT AUTHORITY ENGINEERING, PLANNING & FACILITIES ACTIVITY REPORT March 27, 2023

ENGINEERING

→ **SRQ Parking Lot Modifications**

Staff has bid the expansion portion to the long-term and overflow lot due to recent increase in airline traffic. The Authority awarded the low-responsive bidder at the January 2021 Board meeting, and staff conducted pre-construction meeting. An NTP was issued in March 2021. The long term and shade lots are substantially complete. Contractor began construction in the Ready Return Lot to expand parking and will install a covered sidewalk to terminal from Long-term. A CO was issued to design and permit a Remote Lot and Park and Ride Lots. Both Lots have been bid; staff received approval from City and County permit applications. Contractor has mobilized to Remote Lot and environmental controls are complete, clearing and grading work is underway, and storm drain system is being installed.

→ **Baggage Handling System Project**

The Baggage Handling System Project will consolidate the three-existing mini-inline systems into one fully inline system. This project will allow all bag belts in ticketing to feed to one checked baggage inspection room and will allow for redundant screening machines. Vic Thompson Company (VTC) was ranked first at the August Board meeting and a contract was executed for the work. VTC has completed design plans and TSA has approved them. Construction funding originally scheduled for March of 2023, has been accelerated to September of 2022. The project was advertised for bids and the low responsive bidder was approved at the May 2022 Board meeting. Staff received funding from TSA and conducted a preconstruction meeting in October. A Notice to Proceed was issued on December 7th, 2022, and construction has begun on the initial phase. Contractor has removed concrete, poured footers, utility work has been installed in work phase area, and the contractor has poured the slab. Contractor will begin erecting steel by the end of March. Project duration is 24-months.

→ **Consolidated Rental Car Facility Project**

The Consolidated Rental Car Facility project will relocate all three rental car families to one lot to perform maintenance, fueling, cleaning, and storage. The Project will allow for future development of property along University Parkway and will improve efficiency of the Rental Car's Quick turn-around process. Project was advertised for architectural/engineering qualifications, and the Authority selected PGAL to design, permit, and bid the project. Project design is complete and is being permitted with the City of Sarasota and Manatee County. The project will be bid in three separate projects including the Cell Lot, Storage Lot, and the QTA project.

- The Cell Lot bid package was advertised for bid, and the low responsive bidder was approved at the May Board meeting. An NTP was issued November 14th, 2022, and the Contractor has mobilized to site, site has been cleared, existing structure has been demolished, the site has been rough graded, foundation work on restrooms has been completed, and work on retainage wall has begun.
- The QTA Bid Package has been suspended until the beginning of 2023 to allow sufficient time to rezone the property, located in City, to commercial.

→ **Ground Transportation Center Project**

The Ground Transportation Center project will reconfigure and expand the ground transportation area at the west end of baggage claim. The Project will improve efficiency and space for ground transportation including TNCs, taxis, bus, and limos. Project was advertised for architectural/engineering qualifications, and the Authority selected AVCON to design, permit and bid the project. A design kickoff meeting was conducted on July 24, 2021, and the consultant is completing final bid documents for bidding. The low responsive bidder was approved at the November board meeting, contracts have been executed, and staff has conducted a preconstruction meeting, and submittals are being reviewed. Contractor has begun shop drawings and anticipates mobilizing to site in May.

→ **15th Street Observation Area Project**

The 15th Street Observation Area will improve the area off 15th Street East that is currently utilized for parking and aircraft viewing. Improvements will include a seating area, shade, lighting, pavement

parking, landscape, and other enhancements. Project was advertised for architectural/engineering qualifications, and the Board selected Sweet Sparkman as the number one ranked firm to complete the design, bidding and permitting for the project. Staff has negotiated the scope and fees and approval was received at the November Board meeting. A funding agreement with Manatee County has been executed, and the contract with the approved architect has been executed. Preliminary concepts have been submitted to staff for review. Staff met with Manatee County, an agreed upon approach was established, and the design consultant is proceeding with design. Staff anticipates advertising project for bids in late summer.

➔ **Commercial Apron Expansion Project**

The Commercial Apron Expansion project will expand the commercial apron to the East to allow for additional Remain Over Night (RON) parking and overflow hardstand parking for commercial aircraft. This project will address capacity restraints caused by inclement weather and will allow additional growth from existing airlines. Project was advertised for architectural/engineering qualifications, three firms selected by staff made presentations to Board in May. EG Solutions was selected as the number one ranked firm and a contract was executed for the design, bidding, and permitting of this project. EG Solutions has prepared design plans, the project was advertised for bids, and the low responsive bidder was approved at the May Board meeting. An NTP was given July 11, 2022, and contractor has mobilized to site. The contractor is grading the site, installing base, and storm drain pipe and structures.

➔ **Terminal Concourse Expansion Project**

The Terminal Concourse Expansion project will expand existing Concourse B to provide increased holding room areas, concession areas and support facilities, airline podium upgrades, and upgrade escalators within terminal. Project will also begin design and permitting for a new Ground Boarding Facility. The Expansion Project will be designed and constructed in multiple work packages. The following are current updates on each work package:

- Work Package 1: Board approved procurement of the escalators. Final drawings and pricing is underway on improvements required for installation of the escalator package.
- Work Package 2: Concourse B Realignment work package has been approved by Board and material has been ordered. Current schedule will begin construction mid-January.
- Work Package 3: The Utility Relocation Package has been bid with local subcontractors and the GMP Amendment was approved at the November Board meeting.
- Work Package 4: CEP upgrades; work package is in bidding anticipate bring GMP to Special Board meeting in February.
- Work Package 5: Ground Boarding Facility; bids have been received and GMP prepared for Special Board meeting. Sarasota County has approved site plan, building permit review is underway. Contractor has mobilized to site and has begun clearing & grubbing and removing the known contaminated soil near the east end of the terminal.
- Work Package 6: Concourse B Improvements & Dedicated outside Air Systems (DOAS); work package is in final design and staff anticipates bringing to March Board meeting.
- Work Package 7: Fire Alarm Upgrades and Modifications is nearing final design plans.

➔ **General Aviation FIS (GAF) Project**

The GAF project will design, permit, and construct a new General Aviation Federal Inspection Facility for CBP. The project will allow CBP to clear GA aircraft through a facility in the North Quad, allowing Southwest to continue to operate from Gate B8. Project was advertised for architectural/engineering qualifications, and the Board selected C&S Engineers. C&S is preparing 100-percent design plans for review. FDOT has executed a funding grant to fund 50/50 of the construction costs. Staff advertised project for bids and received no bids on this project. Staff has readvertised project for bids in January, and bids were opened in March. The project received three bids and bids are being reviewed by staff an project design consultant.

➔ **Taxiway Charlie & Foxtrot Rehabilitation Project**

The Taxiway C & F rehab project will design, permit and rehabilitate Taxiways Charlie and Foxtrot. Project will also include airfield lighting and sign replacement as needed. The Board awarded the contract to Hanson Professional Services, Inc. at their January meeting and a design kick-off meeting was held June 11th. Hanson completed the design of the project, and the project was advertised for construction bids. The low responsive bidder was approved at the April Board meeting. The FAA has noticed the grant, and staff has conducted the preconstruction meeting. Construction NTP was issued on November 7th, 2022, contractor mobilized to the site, and has completed Phases 1, 2, and is now working on Phases 3 and 4. Project completion is anticipated by early summer.

→ **ASOS Relocation**

Project will relocate the existing ASOS from the North Quad to site near ASR. This relocation will allow for further development of the North Quad. Staff received final plans and technical specifications from FAA. Staff prepared the Construction Safety and Phasing Plan and advertised the project for bidding. The project received one bid for the work, and staff will be bringing bid to Board for approval. Construction duration will be 4-months and will have minimal impacts on airport operations.

→ **West Apron Expansion & Employee Lot Relocation**

Project will expand the commercial apron on the west side south into the employee parking lot. The expansion will provide for three additional remain overnight parking aircraft parking positions. The apron expansion will impact the existing employee parking lot, which will be relocated and expanded to accommodate current and proposed employee parking. Kimley-Horn and Associates were selected for the design and have completed 90-percent design. Staff is bidding the project and will bring the low responsive bidder to the May Board meeting.

→ **Master Airport Parking Plan**

Project will evaluate parking facilities needs for SRQ, and coordinate construction with terminal expansion and other airport projects. Staff has issued an RFQ for consultants and Board ranked the top firm at the January Board meeting. Staff negotiated scope and fee and anticipates bring final scope & fee to the March Board meeting.

PLANNING

→ **2022 FDOT JACIP**

Staff has updated the FDOT JACIP for FY 2023-2027.

FACILITIES

→ **PROJECTS:** The Facilities Department is working on multiple projects and maintenance items: Ticket counter redesign, parking of cars, ARFF building repairs, baggage handling.

- ATCT: Multiple landscaping and irrigation repairs.
- Graphics: Working on multiple banners and hand out requests. Temporary construction signage.
- Loading Bridge: Cleaning and lubrication, daily for duration of peak season.
- Public Works: Trimming and removal of various vegetation in multiple locations. Multiple fence repairs. New plantings in beds and mulching. Fertilizer application.
- Airfield: Multiple painting repairs and cleaning underway.
- Conveyor Coverage: First phase of baggage project underway. Baggage portering going well. Hired 8 of 8 full time personnel to porter bags and monitor equipment.
- Industrial Mechanics: T Hangar PMC&S repairs. Loading bridge and conveyor system repairs, as needed. Overhead door PMC&S. Generator PMC&S.
- HVAC: Multiple PC-Air repairs. Seasonal filter changes underway.
- Electronics Multiple cabling projects for tenants and departments.
- Electrical: EV Chargers installed. Multiple GPU repairs. Pump house disconnect.
- Carpentry: B-15 project completed. Replacement of waste piping under kitchen. Various plumbing repairs. Executive office moves completed.
- Vehicle Fleet: ARFF vehicle repairs. Mowing equipment repairs and service. Fleet PMC&S.

- Janitorial: Devising different scheduling strategies for floor crew. Still experiencing retainage issues and advertising for employees. Progress continues to be made with look of floors. Monitoring Owens performance.

➔ **TOTAL WORK ORDERS: 527**

VEHICLE MAINTENANCE/EQUIPMENT REPAIR - 16 PMs, 50 work orders

SIGN/CADD – 9 PMs, 32 work orders

AIRSIDE (Airfield) - 18 PMs, 4 work orders

LANDSIDE (Landscape, Equip Oper, Public Works) - 56 PMs, 12 work orders

INDUSTRIAL TRADES – 146 PMs, 183 work orders

AGENDA ITEM NO. 7.8

SARASOTA MANATEE AIRPORT AUTHORITY
INTERNAL AUDIT/RECORDS RETENTION DEPARTMENT AND INVESTMENT COMPLIANCE REPORT
MARCH 27, 2023 REGULAR MEETING

The following is a recap of Internal Audit Department projects and activities during February 2023:

Audited Schedules of Revenue for Concessionaires: Authority leases with terminal concessionaires typically include a clause requiring the tenant to retain a certified public accountant to audit an annual schedule of gross revenues earned at the airport and to attest that the schedule is fairly presented. These schedules are utilized to settle the net receivable/payable on the tenant's account with the Authority for the year. These audit reports and schedules are typically received during the first calendar quarter. Internal audit reviews these reports in detail and reconciles all revenues and payments to Authority records and interim reporting from the tenant. Year-end settlements are then authorized or required adjustments to the schedule are brought to the attention of the tenant. During February 2023, the reconciliation of these audit reports continued for concession years ending in 2022.

ACI NA Financial Benchmarking Survey: Annually, Airports Council International – North America accumulates financial information from individual airports allowing it to compile benchmark statistics for use by the industry. The Authority consistently participates in this extensive survey by providing detailed financial information for SRQ. This financial information also serves as the basis for the generation of the Annual Operating and Financial Summary on FAA Form 5100-127. Work on this survey for FY 2022 continued during February.

Monthly Investment Activity Compliance Report: On February 27, 2023, a Federal Home Loan Bank discount note with a face value of \$4.06 million, purchased in October 2022 to yield 4.014% to maturity, matured. Proceeds were reinvested on February 28, 2023, in a US Treasury Bill maturing 6/27/2023 and yielding 4.99% to maturity. This activity is compliant with the Authority's duly adopted Investment Policy.

Disadvantaged Business Enterprises: Completed preparation of annual report of ACDBE participation and submitted to FAA Office of Civil Rights in advance of 3/1/22 deadline. Continued efforts to obtain fleet purchase data from rental car concessionaires to enable completion of airport-wide ACDBE goal for triennial period ending 9/30/2024.

Real Property Casualty Insurance: Continued to supply agent with information requested by various insurance carriers being solicited for quotes on coverage expiring 4/15/2023 in an extremely tight market following Hurricane Ian.

Parking: Parking operations are reviewed and tested monthly by Internal Audit. A total of 200 all-day parking stickers or passes were distributed to the Badge Office during the month. At month end, there were six vehicles in the parking lot being monitored for abandonment.

Records Requests: The Records Department received and processed 20 external/public record requests and 4 internal record request during February, as well as one very extensive Request for Production in a legal matter which ultimately was withdrawn.

Management of Paper Records: The Records Department received and logged in 12 central file records to the Authority's electronic records inventory software. Eleven boxes of inactive records

were received and processed to the records center storage area, five of which were scanned to Laserfiche ECM and paper destroyed. Five bags of documents equaling 3.75 cubic feet of non-record material (duplicates, drafts, or obsolete/superseded) were shredded per Authority directives and in accordance with Government-in-the-Sunshine regulations.

Continuing Education: The Department attended IT Security Training during February.

AGENDA ITEM NO. 7.9

SARASOTA MANATEE AIRPORT AUTHORITY INFORMATION TECHNOLOGY DEPARTMENT March 2023

System upgrades and implementation:

- Evaluation to determine redundancy and environmental needs for Network Operation Centers- implementation of new server cabinets with new AC and fire suppression technologies- Airside complete.
- Additional fiber installation planned for Terminal and Concourse- In progress.
- Hardware refresh of computer systems- 190+ systems upgraded. Ongoing
- Security Awareness online training- Renewed/ Ongoing.
- Anti-phishing solution to improve email security – monitoring.
- Datacenter backup solution upgrade- In progress
- Uniti and Crown Castle circuit installations for redundant internet connectivity-In progress

Common Use:

- Install Common Use equipment at empty Ticket Counters- Complete
- Working with SWA on continual support for Ticket/Gate operations- ongoing
- Use of common use mobile carts for expanded gate capacity- ongoing.
- Allegiant Airlines Common Use migration- in progress
- Amadeus EASE system needs additional storage and server- Complete.
- Install and configure Common Use equipment in B15- Complete.

Phone System:

- Replacement of pay phones with Courtesy phones- In progress.
- ShoreTel phones will continue their upgrade to new Mitel phones- Ongoing.
- Install new conference room phones to improve calls/Teams meetings -Complete

SRO Web Page:

- Ongoing updates- Website refresh including Home screen updates, Updated pictures and content- New site is live and updates are in progress.

IT Assessment

- Ongoing: Updating policies and procedure to comply with NIST, CJIS and CIS frameworks.

Training:

- Network +\ MCP Certification- In progress
- CCNA Certification- Complete
- MCA Training- In progress
- MCE Training- Complete
- CJIS Training- Complete

Project Coordination:

- Conversion to digital record with Internal Audit- working with Purchasing and Internal Audit for scanning of documents including CAD files.
- FOTS cabinet upgrades- identify replacement UPS/ Cooling options- In progress.
- Distributed Antenna System (DAS) install by Crown Castle- Verizon evaluating installation.
- Airport Wide WIFI system upgrades- New APs and equipment upgrades in progress.
- Working with Facilities to setup new NOC to support growth of TC1- in progress.
- Working with Facilities to setup new Telecom closet at revenue house- in progress.
- New Managed Network Services provider- in progress
- Coordinate with Allegiant Airlines for Common Use- In progress.