November 27, 2023 Board Meeting

Dan McClure Auditorium
6000 Airport Circle Dr
Sarasota, FL 34243

November 27, 2023 01:00 PM

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2.	Election of Officers		C. Dan Bailey	
	2.1	Chairman - Manatee County		
	2.2	Vice Chairman - Sarasota County		
	2.3	Secretary - Sarasota County		
3.	Presentation of Plaque to Chairman Jackson		New Chairman	
4.	Introduction of New Employees		Pamela Kantor	
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	7.4	Approval: Professional Architectural & Engineering Redesign Services Contract for the General Aviation Federal Inspection Station Project		12

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 $500,000 threshold amount. A later item on the agenda is set aside for those wishing to speak on items NOT on the agenda.

	7.5	Approval: RFQ-03-2023-GDP, Professional Planning Services to Assist in Preparation of a Manatee County General Development Plan		75
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	7.9	Approval: Second Amendment to Lease & Development Agreement with SQR Hangar, LLC		
	7.10	Approval: Assignment Agreement and Lease Amendment with Boca Aircraft Maintenance, LLC		
	7.11	Approval: Development Agreement with City of Sarasota for "SRQ Gateway Center"		234
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11. Public Comments - Items Not on the Agenda — Chairman

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.

12. Comments by Commissioners — Chairman

13. 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. 5

Minutes for September 25, 2023 Board Meeting

Dan P McClure Auditorium East | 01:00 PM

Attendees - Board:

Jesse Biter; Doug Holder; Kristin Incrocci; Jeff Jackson; Robert Spencer

Attendees Staff:

Fredrick Piccolo; Kent Bontrager; Pamela Kantor; Mark Stuckey; Dan Bailey, Airport Counsel; Dori Guzman, Executive Assistant

Agenda

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

Chairman Jackson called the meeting to order at 1:00 p.m. and Commissioner Holder gave the invocation and led the pledge.

Item 2. Introduction of New Employees

No new employees were introduced.

Item 3. Approval: Minutes of Regular & Workshop Meetings of August 28, 2023

The Board unanimously approved the minutes of the Regular & Workshop Meetings of August 28, 2023.

Item 4. Public Comments - Items on the Agenda

Stephen Rees, Jr., attorney with Icard Merrill, made himself available to answer any questions regarding Board Item 5.11 Second Amendment to General Ground Lease with Team Success A School of Excellence, Inc.

Elliott Falcione, Director, Manatee County Convention and Visitors Bureau, thanked the Board, Rick Piccolo, and Mark Stuckey for their continued partnership with the Manatee County CVB, and presented a gift of the Bureau's appreciation. Manatee County Commissioner Mike Rahn also thanked the Authority for their ongoing support.

Item 5. Items Needing Action

Item 5.1 Public Hearing for Resolution 2023-06 Adopting FY 2024 Budget Establishing Airline Rentals, Fees and Charges, Designating Employee

Promotion Increases, Contributions to Employee Defined Contribution Retirement Plan, Employer Contribution Credit to 457(f) Retirement Plan, Public Parking Rates, Marketing Support, General Aviation Hangar Rates, University Self Storage Rates, Vehicle Storage Rates, Terminal Advertising Rates, Badge Fees, and Commercial Permit Fees

Commissioner Jackson opened the Public Hearing for Resolution 2023-06. Dori Guzman, Notary Public, administered the oath to staff members taking part in the Public Hearing. Mr. Piccolo updated the Board on the 2024 budget: CPE is $5.29; expected revenue of $44 million; and expenses of $31-32 million. The airport will continue to operate with no debt, and construction projects are underway.

THE PUBLIC HEARING WAS CLOSED.

Item 5.2 Resolution 2023-06 Adopting FY 2024 Budget

MOTION: Commissioner Spencer motioned to approve Resolution 2023-06, FY 2024 Budget, as presented. Commissioner Biter seconded. **MOTION PASSED UNANIMOUSLY (5-0).**

Item 5.3 Public Hearing for Resolution 2023-07 Airport's Minimum Standards for Aeronautical Activities

Chairman Jackson opened the Public Hearing for Resolution 2023-07, Airport's Minimum Standards for Aeronautical Activities. Dori Guzman administered the oath. Mr. Piccolo noted the Minimum Standards were updated with the input of industry consultants and airport tenants.

THE PUBLIC HEARING WAS CLOSED.

Item 5.4 Resolution 2023-07 Airport's Minimum Standards for Aeronautical Activities

MOTION: Commissioner Biter motioned to approve Resolution 2023-07, Airport's Minimum Standards for Aeronautical Activities. Commissioner Holder seconded. **MOTION PASSED UNANIMOUSLY (5-0).**

Item 5.5 Professional Planning, Architectural, and Engineering Services Contract for the Vehicle Storage Building Modifications

Prime Engineering was selected as the number one ranked firm at the May 2023 board meeting to plan, design, permit, and provide construction phase services for the Air Cargo and/or Facilities Vehicle Storage Modifications Project. This project will modify the Vehicle Storage Building as a light maintenance building for GSE use, opening up needed additional space in the Air Cargo Building for use by the airlines.

Draft

MOTION: Commissioner Biter motioned to authorize the Chairman to execute a contract with Prime Engineering for the scope of the project, in an amount up to $320,000, with a 10% contingency for an authorized amount of $352,000. Staff is also authorized to prepare all documents to implement this action. Commissioner Holder seconded. **MOTION PASSED UNANIMOUSLY (5-0).**

Item 5.6 P-230007 Banking Revolving Letter of Credit with Truist Bank

In June 2023, staff received three responses from a Request for Proposal to secure the services of a qualified banking firm to obtain a line of credit to address variable cash flow needs during current terminal construction. After reviewing and ranking the eligible institutions, it was determined Truist Bank was the most qualified.

MOTION: Commissioner Spencer authorized staff to secure a line of credit up to the approved amount of $75 million with Truist Bank and prepare any documents necessary to implement this action with the assistance of legal counsel. Commissioner Incrocci seconded. **MOTION PASSED UNANIMOUSLY (5-0).**

Item 5.7 P-230008 Banking Services with Truist Bank

After publicly noticing a Request for Proposal for experienced and qualified banking firms to provide banking services to SMAA, the top three firms were evaluated based on service & merchant fees, interest rates on deposits, financial strength & stability, locations, and other factors. Truist Bank was determined as the institution most suited to meet the Authority's needs.

MOTION: Commissioner Spencer authorized staff to prepare all documents necessary to enter into a contract with Truist Bank to provide banking services, commencing October 1, 2023. The contract will be for a period of three years, with an option to renew for three additional two-year periods. Commissioner Biter seconded. **MOTION PASSED UNANIMOUSLY (5-0).**

Item 5.8 Lease and Operating Agreement with Elixir Aircraft North America, Inc

Elixir Aircraft North America, Inc is an aerospace and defense manufacturing company, organized under the laws of the State of Delaware, whose primary place of business is La Rochelle, France. Elixir has requested to lease two adjacent aircraft hangars in the northeast quad of the Airport, containing 17,945 sq of interior space for the purpose of aircraft assembly, maintenance, and repair. The proposed agreement includes a minimum capital investment of $1.5 million with an initial 15-year term and three five-year renewal terms, commencing July 1, 2024 (Premise 1) and July 1, 2025 (Premise II).

Draft

MOTION: Commissioner Biter moved to approve the proposed Lease and Operating Agreement with Elixir Aircraft North America, Inc. for aircraft assembly and aircraft maintenance and repair, as presented. Commissioner Incrocci seconded. **MOTION PASSED UNANIMOUSLY (5-0).**

Item 5.9 Purchase of Manatee County Parcel No. 6682900003 from JSPR Real Estate, LLC

The parcel, approximately .36 acres located at 7406 N. Tamiami Trail, is within the 65 DNL noise contour at the approach to Runway 14. Acquisition of the property will provide Authority with a contiguous parcel totaling 1.44 acres, to be used for future commercial development. A purchase price of $850,000 has been negotiated. The property is eligible for FDOT economic development funding, up to 50% of the appraised fair market value.

MOTION: Commissioner Spencer moved to authorize the President/CEO to execute the required closing documents to purchase the parcel, subject to receipt of a FMV appraisal acceptable to the Authority, for a total purchase price not to exceed $850,000. Commissioner Holder seconded. **MOTION PASSED UNANIMOUSLY (5-0).**

Item 5.10 Amendment No. 1 to Lease and Concession Agreement with Mitchell Management of Florida, LLC

Mitchell Management would like to amend their original Lease and Concession Agreement, dated January 30, 2023, which included development, operation, and maintenance of an Arby's food/beverage concession on the second floor of the terminal. They have proposed replacing the Arby's with Huey Magoo's, a Florida-based chicken tender restaurant. Huey Magoo's currently operates 50 locations throughout various states.

MOTION: Commissioner Holder moved to authorize approval of Amendment No. 1 to the Lease and Concession Agreement with Mitchell Management of Florida, Inc as presented. Commissioner Biter seconded. **MOTION PASSED UNANIMOUSLY (5-0).**

Item 5.11 Second Amendment to General Ground Lease with Team Success A School of Excellence, Inc.

Per the terms of the original agreement, the commencement date of the lease was to occur on August 1, 2021. Despite best efforts, the project has only recently been completed. Team Success is requesting the ground lease be amended to reflect a rent commencement date of August 1, 2024.

MOTION: Commissioner Spencer moved to authorize approval of the Second Amendment to General Ground Lease with Team Success A School of

Excellence, Inc. as presented. Commissioner Holder seconded. **MOTION PASSED UNANIMOUSLY (5-0).**

Items Needing Action - Over $500,000 Threshold

Item 6.1 Guarantee Maximum Price Proposal for Work Package 7, Terminal Expansion Project

Staff is requesting approval for Work Package 7, Fire Alarm Modifications with DeAngelis Diamond-Magnum in an amount up to $685,674.00. This will allow for the additional following work: replacement of two proprietary fire alarm panels with a more open-source panel system; installation of a third panel in the terminal to provide increased redundancy and amplification; and replacement of all third-floor analog devices.

MOTION: Commissioner Biter moved to authorize the Chairman to execute CMAR GMP Amendment for Work Package 7, and to authorize staff to prepare all documents necessary to implement this action. Commissioner Holder seconded. **MOTION PASSED UNANIMOUSLY (5-0).**

Item 7. Department Reports

- **7.1** Financial Statements
- **7.2** Investment Portfolio
- **7.3** Finance & Administration
- **7.4** Real Estate Development & Properties
- **7.5** ARFF, Operations & Police
- **7.6** Development/Community Relations & Activity Report
- **7.7** Engineering, Planning & Facilities
- **7.8** Internal Audit & Investment Compliance
- **7.9** Information Technology

Item 8. Attorney Presentations

Mr. Bailey, Airport Counsel, updated the Board on staff efforts to rescind the airport's Designation of Regional Impact (DRI) with the City of Sarasota, and replace it with a general plan for development on properties located outside the airport. A hearing on this matter is scheduled for October 16, 2023, with the City. Staff also plans to pursue termination of the long-standing DRI with Manatee County.

Item 9. Old/New Business

There was no old/new business.

Draft

Item 10. Public Comments - Items Not on the Agenda

There were no public comments regarding items not on the agenda.

Item 11. Comments by Commissioners

There were no comments by commissioners.

Item 12. Adjournment

The meeting was adjourned at 1.34 p.m.

ATTEST: **APPROVE:**

_____ _____

Secretary Chairman

Draft

AGENDA ITEM NO. 7.1

SARASOTA MANATEE AIRPORT AUTHORITY
NOVEMBER 27, 2023
STAFF NARRATIVE

APPROVAL: PROPOSED SCHEDULE OF 2024 SMAA BOARD MEETING DATES

EXECUTIVE SUMMARY: Staff is requesting approval of the following meeting dates for Calendar Year 2024.

NARRATIVE: In accordance with SMAA bylaws, the Board conducts regular meetings a minimum of six times per year. The meetings shall include:

January to approve the audited financials before January 31 of each year
May to conduct the evaluation workshop of the President/CEO
August and **September** to review and approve the Airport's fiscal year budget
November to conduct the annual organizational meeting and elect officers of the Board

Staff proposes the following dates for regular board meetings and workshops for 2024:

Monday, January 29 at 1:00 pm
Monday, March 25 at 1:00 pm
Monday, May 13 at 11:00 am – includes President/CEO evaluation workshop
Monday, August 26 at 11:00 am – includes budget workshop
Monday, September 30 at 1:00 pm
Tuesday, November 19 at 1:00 pm ******

****** Bylaws state the November meeting in each even-numbered year shall be held on the third Tuesday following the first Monday.
Nothing precludes the Board from holding a regular board or committee meeting on/at dates, times, or places other than those specified herein.

If necessary, the Board may schedule a second budget workshop on the first Wednesday after Labor Day, September 4, 2024.

RECOMMENDED MOTION: Approval of 2024 dates for SMAA regular board meetings and workshops as presented.

AGENDA ITEM NO. 7.2

SARASOTA MANATEE AIRPORT AUTHORITY
NOVEMBER 227, 2023 REGULAR MEETING
STAFF NARRATIVE

REQUEST FOR APPROVAL:
PROPOSED SCHEDULE OF CALENDAR YEAR 2024 EMPLOYEE HOLIDAYS

EXECUTIVE SUMMARY: The proposed CY 2024 holiday schedule is consistent with the schedule of paid holidays approved by the Airport Authority for CY 2023.

NARRATIVE: The proposed holiday schedule for the Calendar Year (CY) 2024 is as follows:

HOLIDAY	DAY OBSERVED	
New Year's Day 2024	January 1	(M)
Martin Luther King, Jr. Day	January 15	(M)
Memorial Day	May 27	(M)
Independence Day	July 4	(TH)
Labor Day	September 2	(M)
Veteran's Day	November 11	(M)
Thanksgiving Day	November 28	(TH)
Day after Thanksgiving	November 29	(F)
Christmas Eve	December 24	(T)
Christmas Day	December 25	(W)
Two Floating Holidays	Not Designated	

In accordance with the SMAA Employee Handbook, Approved Holidays, "Any scheduled holiday that falls on a Saturday will be observed on the previous Friday. Any holiday that falls on a Sunday will be observed on the following Monday."

Note: For scheduled shift workers, the paid scheduled holiday time shall be defined as the day nationally observed as the actual holiday.

The President, Chief Executive Officer requests approval of the CY 2024 employee holiday schedule as proposed.

RECOMMENDED MOTION: It is hereby recommended that the Airport Authority approve the proposed CY 2024 holiday schedule as presented.

AGENDA ITEM NO. 7.4

SARASOTA MANATEE AIRPORT AUTHORITY
NOVEMBER 27, 2023 MEETING
STAFF NARRATIVE

REQUEST FOR APPROVAL: PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES CONTRACT FOR THE GENERAL AVIATION (GA) FEDERAL INSPECTION STATION (FIS) PROJECT

EXECUTIVE SUMMARY: The Board selected C&S Engineering as the number one ranked firm at the March 2021 Board meeting to provide professional planning, architectural, and engineering services for the GA FIS Project. The design was completed, the project was bid, however, all bids received were significantly higher than the project's approved budget. Staff worked with Customs and Border Protection (CBP) and C&S to value engineer (VE) and reduce project costs. Staff negotiated with the consultant a new scope and fee to redesign the facility. Staff requests approval of the scope with a maximum fee amount, up to $416,368.82.

NARRATIVE: Currently all international general aviation and commercial aviation traffic arrive at gate B-8 where they are processed through US Customs and Border Protection (CBP) in the existing FIS. This project will relocate the general aviation traffic to a new location in the North Quad development area. This relocation of general aviation traffic would open access of gate B-8 to domestic commercial service and maintain access for international commercial service.

The Board selected C&S Engineering as the number one ranked firm at the March 2021 Board meeting to provide professional planning, architectural, and engineering services for the GA FIS Project. The design was completed, the project was bid, however, all bids received were significantly higher than the project's approved budget of $8,000,000.

Staff worked with Customs and Border Protection (CBP) and C&S to reduce project costs while maintaining the required functional elements of the facility. Items that were evaluated and will be redesigned include:

1. Modifying the facility from a more unique architectural layout to a more typical rectangular facility.
2. Reducing the facility floor size from 6,200 SF to approximately 5,200 SF.
3. Relocating the site west by approximately 500-feet to abut Sheltair's ramp. This will allow shared use between Sheltair and the GA FIS reducing the amount of ramp construction in the GA FIS project.
4. Value Engineering finishes and construction material.

The construction savings based upon these design changes are estimated between $4,000,000 to $5,000,000 and should bring construction costs below the approved budget of $8,000,000.

A detailed scope was prepared by C&S Engineering and was submitted to staff for review. A fee was negotiated in the amount of $416,368.82. Staff has received a 50/50 FDOT funding grant for the costs of the project.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority authorize the Chairman to execute a contract with C&S Engineering in the amount, up to $416,368.82 with a 10% contingency providing an authorized level of $458,005.00. Staff also requests authorization to prepare all documents necessary to implement this action.

ATTACHMENTS: Contract, Scope & Fee

THIRD AMENDMENT
TO
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES FOR
GENERAL AVIATION FEDERAL INSPECTION STATION FACILITY PROJECT
BETWEEN
THE SARASOTA MANATEE AIRPORT AUTHORITY
AND
C & S ENGINEERS, INC.

Project Title: Concept Re-design

This Amendment entered into this _____ day of _____, 2023, by and between the Sarasota Manatee Airport Authority, hereinafter referred to as the "AUTHORITY", and C & S Engineers, Inc., hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, the AUTHORITY has entered into an Agreement for Engineering Services (original design), dated August 16, 2021; and

WHEREAS, the AUTHORITY has entered into an Agreement for Engineering Services (rebid services), dated March 3, 2023; and

WHEREAS, the AUTHORITY has entered into an Agreement for Engineering Services (additional concepts), dated September 12, 2023; and

WHEREAS, it is the intent of the AUTHORITY and the CONSULTANT to amend the contract to provide for additional services to re-design the project;

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 Services, dated August 16, 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 Services, dated March 3, 2023, is made a part hereof by reference and hereinafter collectively referred to as the "Agreement."

3. Incorporation of Prior Documents: The Agreement for Professional Services, dated September 12, 2023, is made a part hereof by reference and hereinafter collectively referred to as the "Agreement."

4. Scope of Services: Project re-design as outlined in "Attachment A".

5. Compensation: The total amount of compensation is increased by **$416,368.82.**

6. Provision for Payment of Additional Services: Payment shall be made upon receipt of deliverables as outlined in Exhibit "B" Fee Schedule.

7. Time of Performance - Contract completion date is not changed.

8. 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 Third Amendment to the Agreement for Engineering 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: **C & S ENGINEERS, INC.**

Signature: _____ Signature:_____
By: By: Kerrick Stegmeier II, P.E.
As: Office Principal, Tampa

THIRD AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT FOR THE
GENERAL AVIATION INSPECTION STATION
BETWEEN
THE SARASOTA MANATEE AIRPORT AUTHORITY
Sarasota Bradenton International Airport
AND
C & S ENGINEERS, INC.

FEE SUMMARY OF CHANGES

Original Contract (dated August 16, 2021)	$	490,775.33
Amend No. 1, Add Rebid Services (March 3, 2023)	$	21,002.00
Amend No. 2, Concept Design (September 12, 2023)	$	26,878.00
Amend No. 3, Project Re-design (November, 2023)	$	**416,368.82**
TOTAL:	$	955,024.15

SARASOTA BRADENTON INTERNATIONAL AIRPORT

GENERAL AVIATION FEDERAL INSPECTION STATION FACILITY REDESIGN ADDITIONAL SERVICES

SCOPE OF WORK

PROJECT NO. X60001001

PREPARED BY:
C&S ENGINEERS, INC.

PREPARED FOR:
SARASOTA MANATEE AIRPORT AUTHORITY

November 13, 2023

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A. PROJECT UNDERSTANDING

C&S was contracted by SMAA ("the Authority") in 2021 to provide design of a new GA FIS Facility, approximately 6,000 sqft on a "green space" portion of airport property, adjacent to a future FBO facility. C&S provided Design, Permitting, and Bidding assistance.

The new GA FIS Facility Project generally involved the construction of an approximately 6,000sf GA Customs Facility in alignment with the current version of the General Aviation Facilities Design Guide. The design of the customs facility included office space, administration space, commons area, toilet/restroom facilities, screening and waiting areas, and required CBP equipment. Project also included the design of an HVAC heating and cooling system, electrical power and lighting systems with emergency backup, low voltage security and communications systems with interconnectivity to the main Terminal CBP FIS, and life safety systems as required for the new FIS Customs Facility. See below Figure No. 01.

In addition, the design included a new taxiway and ramp for two plane parking positions, site work for a parking lot and surrounding grade tie-ins, including the extension of existing utilities such as electricity, gas, water, sewer, cable, and data/telephone. See attached Figure No. 02.

Prior to bidding, the design team opinion of probable construction cost was estimated for this facility between $8,000,000 - $8,500,000.

In July of 2022 the project was advertised for public bid. The project had some interest during bidding, however, the Authority didn't receive any bids upon closure of bid period. The Authority chose to put the project on hold for approximately six months and re-evaluate at that time.

In February of 2023, the Authority re-advertised the project and received a total of three bids in March 2023. The bids ranged from approximately $12.5 million - $27 million. The low bidder was selected and Value Engineering negotiations took place to attempt to reduce costs to within the Authority allotted budget. Despite efforts by all parties involved, the cost of the facility as it was designed could not reach a reasonable range.

C&S was requested to provide a concept phase redesign of Civil and Architectural services, prior to moving forward on the project. The following scope of services will commence, post concepts being reviewed and decision by the Authority.

Services to be provided by C&S shall include civil, architectural, interior design, structural, mechanical, electrical, plumbing, fire protection, geotechnical, survey, and permitting, as applicable, required to accomplish the following Scope of Work items ("Basic Services").

SRQ GENERAL AVIATION FIS FACILITY

SARASOTA MANATEE AIRPORT AUTHORITY

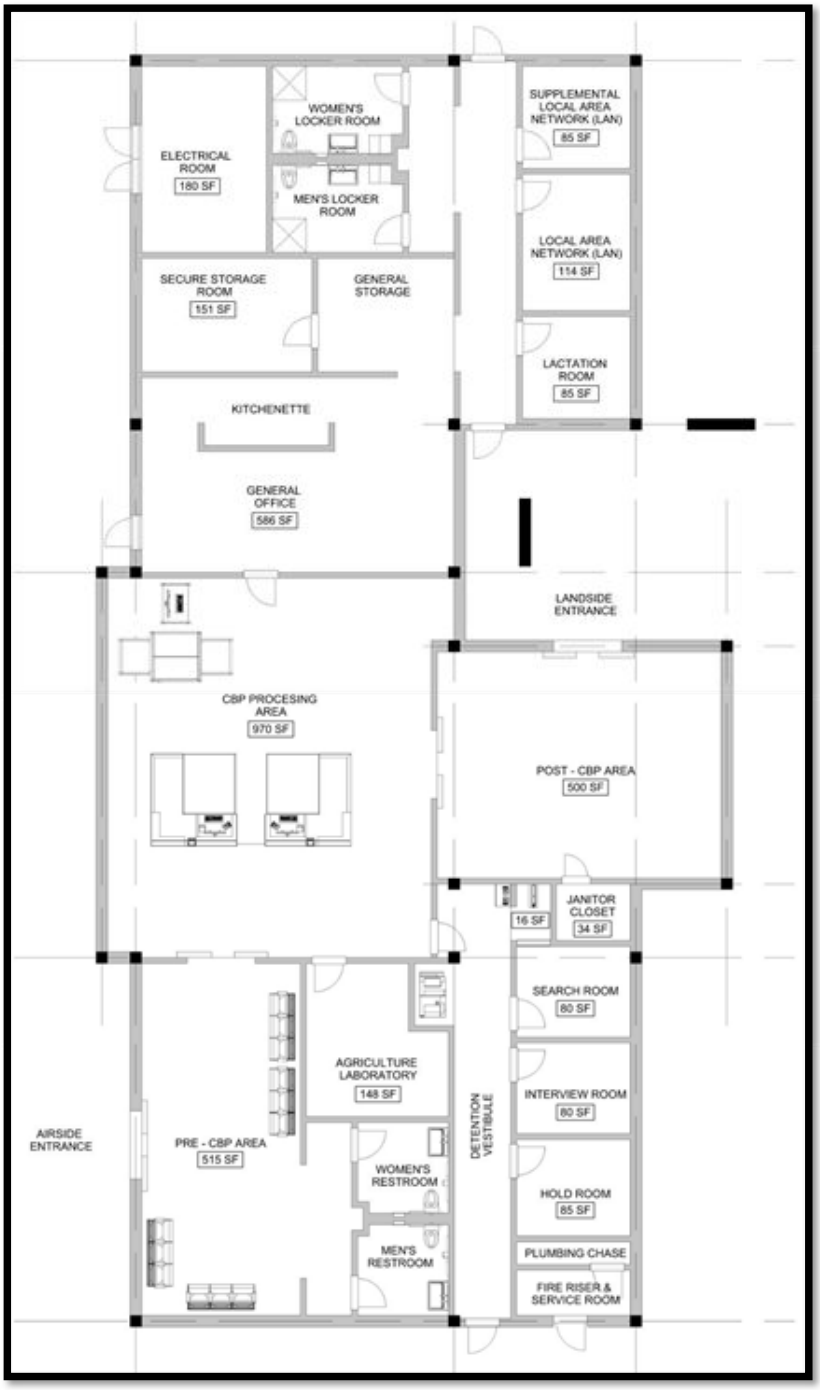


Figure No. 01

SRQ GENERAL AVIATION FIS FACILITY

SARASOTA MANATEE AIRPORT AUTHORITY

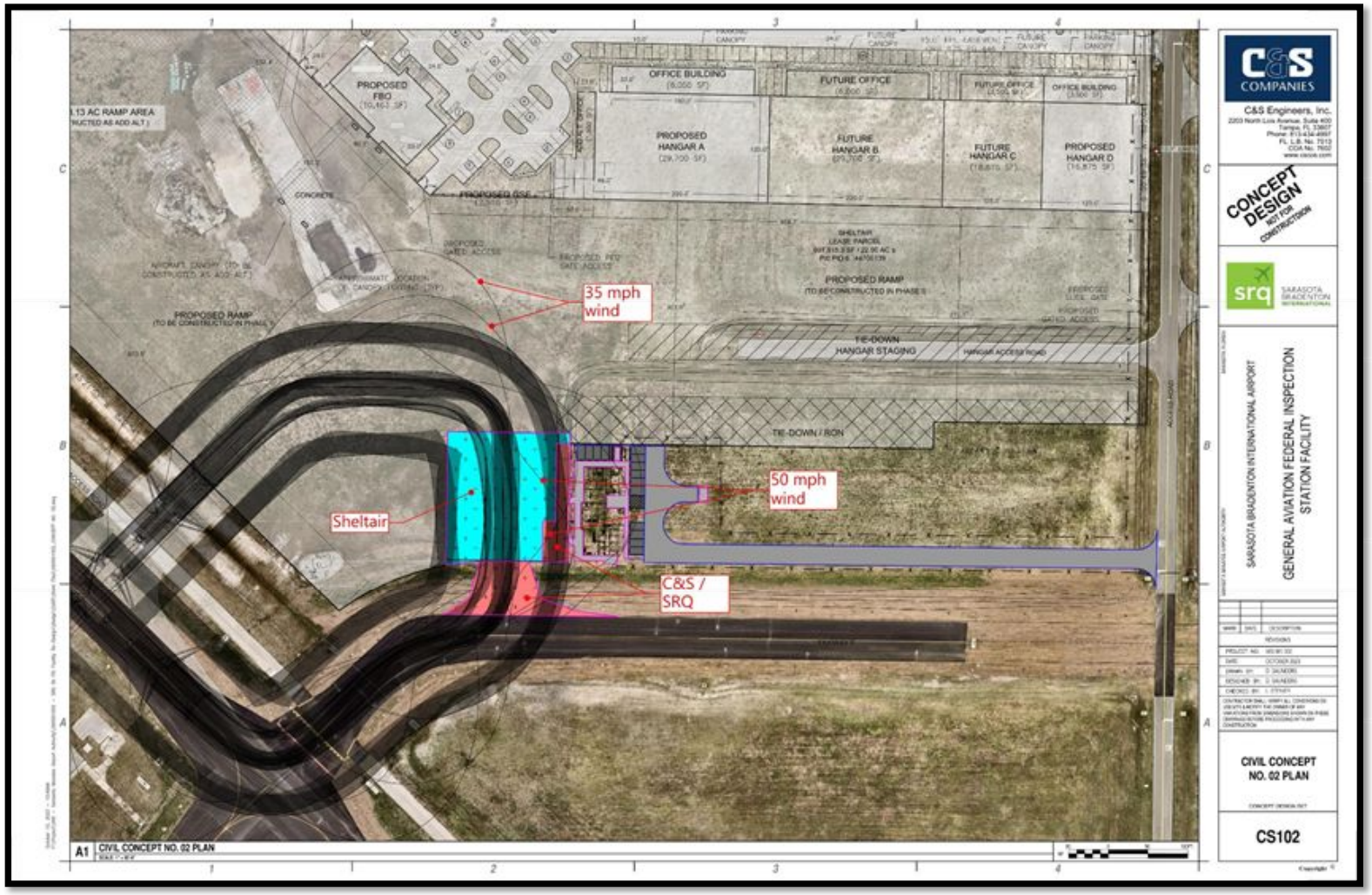


Figure No. 02

The Project will consist of the following phases and breakdown:

Part I (Design)

The Design team will submit one construction documents package for the design of the GA FIS Facility. Each package will consist of the following deliverables:

- Design Development (60%)
- Construction Documents (90%)
- Construction Documents (Permit)
- Bidding and Award

Part II (Construction)

- Not included in this Scope of Work

B. CORE DESIGN TEAM AND SERVICES

C&S

• Kerrick Stegmeier II, PE	Design Project Manager
• Doug Saunders, PE	Civil Engineering
• Michael LaMontagne, AIA, NCARB	Planning/Programming
• Rick Swisher, AIA, NCARB	Architectural
• Andrea Cella, PE	Structural Engineering
• Matthew McQuinn, PE	Mechanical Engineering
• Sean Cao, PE	Electrical Engineering
• Bryn Currie, PE	Plumbing Engineering
• Bryn Currie, PE	Fire Protection Engineering
• William Barley, RCDD	Communications /Security Design

EG Solutions

• Scott Brady, PE	Stormwater/Soil Erosion/Permitting

Tierra

• Larry P. Moore, P.E.	Geotechnical Engineering

Hyatt

• Russell P. Hyatt, PSM	Surveying

C. BASIC SERVICES

Concept Design

Concept design is not included and will be complete prior to commencement of this scope of services. All scope of services here within will be based on concepts designs approved by the Authority under a separate contract.

Design Development Phase (60%)

The Design Development Phase is intended to expand on the selected alternative identified during the Concept Design Phase to provide realistic design that all stakeholders can review and evaluate based on the facility needs.

The Project's design will take advantage of local knowledge and experience and will utilize expertise from recent construction projects in an effort to design a cost-effective Project. The specific services to be provided or furnished for this Phase of the Project are as follows:

TASK 1

Design Team will coordinate requirements for additional topographic field survey and Hyatt will perform field survey.

DELIVERABLE

- Field Survey Drawings

SUBTASKS:

1. Hyatt Survey will perform additional Topographic Survey in alignment with Exhibit No. 01 located at the Sarasota Bradenton International Airport (SMAA) in Manatee County, Florida.

2. The survey shall include the location and identification of all above ground, visible structures (including overhead wires) and features along with any accessible subterranean features including pipe inverts with size and material.

3. Hyatt Survey will locate all mark or flagged utilities based on client provided

as-built drawings that are available.

a. If no drawings available, C&S will contract with SUE contractor for locates, which would be an additional service.

4. Hyatt Survey will determine site elevations on full cross sections within the survey limits and collected at 25-foot stations on aircraft pavement and 50-foot stations on other non-improved surfaces. Elevations will be collected at grade breaks, distinct changes in elevations, at changes in direction on curbing/paving, and any prominent feature of the site.

5. This survey will be referenced to NAD83/07 or 11 Florida State Plane Coordinates.

6. All elevations will be referenced to published NGS benchmarks relative to the NAVD 88 vertical datum.

7. The scope of services assumes that the survey will not be required to follow FAA AC 150/5300-16, 17 and 18. If it is determined by FAA to be necessary, the cost of these services is not included in the Consultant's original Scope of Services and shall therefore be an Additional Service. An existing basemap will be developed in CAD from this information.

TASK 2

Design Team will coordinate requirements for additional subsurface soils investigations and Tierra will perform geotechnical investigation.

DELIVERABLE

- Geotechnical Investigation Report

SUBTASKS:

1. Perform three (3) Standard Penetration Tests to a depth of 25 feet below the existing ground surface in the area of proposed structure.

2. Perform soil classifications for all borings performed including as needed laboratory verification testing.

3. Draft the boring profiles.

4. Summarize all testing in a geotechnical report signed and sealed by a FL PE.

TASK 3

Schedule coordination - consultant shall provide continued coordination so that project schedules are met for each phase of work included in this contract.

DELIVERABLE

- Updated Written Schedule

TASK 4

Prepare Design Development (60%) Drawings incorporating pertinent design aspects of the project and surrounding site.

a. Drawings include phasing coordination to ensure that this renovation shall not impact the operation of the airport.

b. Stakeholders input will be incorporated as necessary to verify phasing and layout will meet SMAA requirements

DELIVERABLE

- Design Development Drawings (60%) to SMAA for review and comment

SUBTASKS:

1. Perform project management duties such as project planning, invoice preparation, and coordination of design team.

2. Further develop three-dimensional (BIM) design models.

3. Perform internal constructability review.

4. Design Team shall coordinate between design discipline leads, other design team members, and airport for phasing to incorporate into drawings.

Civil

1. Finalize horizontal pavement geometrical layouts and place sufficient information on drawings to layout proposed pavements in field during construction.

2. Develop preliminary three-dimensional design in order to develop pavement centerline profiles, typical sections, and other grading details for the proposed work.

3. Finalize pavement designs for both the parking lot and taxiway and apron which includes a HMA option only.

4. Develop preliminary drainage designs, including computation of surface water runoff volumes, and layout facilities necessary to accommodate expected flows.

5. Develop preliminary water design.

6. Develop preliminary electrical design.

7. Develop preliminary fiber design.

8. Develop preliminary sewer design.

9. Develop SWFWMD permit documentation including stormwater routing models, and other necessary documentation. At the end of this phase, an environmental resource permit (ERP) application will be submitted to SWFWMD.

10. Develop preliminary parking and airfield marking layouts.

11. Develop preliminary jointing plans for the pavement sections.

12. Develop preliminary airfield lighting and signage layouts and detailing.

13. Develop preliminary designs of structural Project elements, such as catch basins, manholes, and culverts.

14. Develop a draft construction safety and phasing plan (CSPP) that endeavors to limit interference by the Project's construction with airport and tenant operations.

15. Develop a draft storm water pollution prevention plan.

16. Prepare preliminary Contract Drawings (approximately 60% complete) providing sufficient detail for review of design concepts by SMAA, CBP, and FDOT.

17. C&S Team shall submit information to SMAA for both the construction safety phasing plan and 7460 form so they can submit electronically to the FAA.

Architectural

1. Conform to Written Program and GAFDG.
2. Further develop building floor plans, building sections and elevations with general dimensions to provide scale and proportions.
3. Define typical construction details.
4. Define wall-types to define required fire and/or acoustical ratings.
5. Finalize Code Compliance Plan.
6. Develop exterior materials, color schedule, and wall sections.
7. Confirm previous Interior materials and color schedule.
8. Define fixture, furniture, and equipment layout.
9. Define door and window schedules.
10. Refine Code Review based on any floor plan modifications since previous phase.

Structural

1. Finalize system types and location of major structural framing.
2. Finalize loading scheme for overall layout of facility
3. Further develop analysis of overall building elements including the following:
    a. Provide substantially complete Foundation and slab system sizes and layout.
    b. Begin analyzing and detailing foundation reinforcing and connections between foundation elements and other adjacent structural systems
    c. Analyze and design slab reinforcing and define areas of thickened slab requirements
    d. Further develop Structural layout and analysis model of the Lateral Resisting System (Wind and Seismic) including columns, walls, bracing, and roof system
    e. Provide substantially complete sizing for all columns, walls, roof system

elements, and bracing

f. Begin creating schedules for foundation, reinforcing, framing, connections, and components and cladding wind pressures

4. Coordinate critical clearance, penetration, and opening requirements through structural systems with architectural and MEP systems

5. Coordinate required structural support for architectural glazing and MEP systems

6. Further develop list of required structural testing and inspections

Plumbing

1. Coordinate domestic and sanitary system needs with civil engineer

2. Develop fixture unit counts, flow rates, and demands for plumbing systems

3. Calculate domestic water heating requirements for the facility

4. Select a sustainable/efficient means for domestic water heating, congruent with facility needs and available fuel or power source(s)

5. Coordinate equipment space requirements with architect and building programming

6. Coordinate utility entry points and invert elevations with civil engineer/utility provider

7. Develop routing of piping mains based on previous calculations and coordinate with foundation plans

8. Coordinate layout of plumbing fixtures with architect

9. Develop technical specifications in accordance with building programming

Mechanical

1. Perform load calculations and outdoor air ventilation calculations for proposed layout

2. Provide selections for necessary HVAC equipment including but not limited to:

a. Air handling equipment (roof top or ground mounted).

b. Exhaust fans

c. Wall/roof openings (if required)

3. Ductwork and mechanical pipe routing will be developed to provide necessary cooling/heating
4. Coordinate with Architectural for ceiling and floor plan layout
5. Coordinate electrical load of equipment with Electrical Engineering team
6. Diffuser and return locations will be indicated with preliminary airflow rates
7. Develop project specific details
8. Provide updated mechanical schedules based on equipment selections
9. Develop preliminary energy calculations.

Fire Protection

1. Provide sprinkler layout and performance specification in accordance with FAC 61G15-32
2. Develop fire alarm and notification device layout
3. Develop fire alarm sequence of operations matrix
4. Develop fire protection systems technical specifications
5. Coordinate interfaces with mechanical and electrical systems

Electrical

1. Re-evaluate electrical load requirements
2. Re-evaluate utility service and distribution
3. Develop one-line diagram will be with appropriate panel board sizes and feeder sizes with taking into account any voltage drop
4. Select and design stand-by generator and automatic transfer switch as required for updated load requirements.

5. Branch circuits (equipment, receptacles, and lighting) will be designed
6. Panel schedules will be created
7. Power distribution will be provided for all mechanical equipment for heating, cooling and ventilation, and for all communications and security
8. Receptacles and floor boxes will be placed within the floor plan with input from CBP personnel
9. Develop parking lot lighting plan and photometrics

Communications and Security

1. Further Develop security system based on previous coordination with CBP and any comments from previous submission
2. Further Develop communication system based on previous coordination with CBP and any comments from previous submission
3. Coordinate with mechanical for cooling requirements for telecom room
4. Develop routing of main above ceiling pathways
5. Coordinate with CBP and SMAA security and IT departments for connection routing and requirements
6. Finalize sizes of major communications components

TASK 5

Edit front end specifications as necessary by reviewing SMAA provided Division 0 and Division 1 documents.

DELIVERABLE

- Preliminary Front End Specifications for review

TASK 6

Edit technical specifications for each trade as necessary

DELIVERABLE

- Preliminary Technical Specifications

TASK 7

Perform internal quality control review on all design documents.

DELIVERABLE

- QA/QC documents can be submitted to SMAA upon request

TASK 8

Refine preliminary quantity takeoffs of bid items to further develop opinion of cost.

DELIVERABLE

- Updated Preliminary Quantity Takeoff

TASK 9

Update preliminary opinion of probable construction costs for each major element of the Project.

DELIVERABLE

- Updated Preliminary Opinion of Probably Construction Cost

TASK 10

Setup and attend one (1) design review meeting with SMAA, CBP, and other stakeholders.

DELIVERABLE

- Meeting Minutes

TASK 11

Review and develop written responses to all comments received

DELIVERABLE

- Responses on Drawings and Specifications in PDF form

Construction Documents Phase (90%)

The services included under this Phase shall generally consist of services required to furnish SMAA with a complete set of 90% Contract Documents for the Project, including substantially complete Plans and Specifications for the project.

Services to be performed or furnished during this Phase may include revising the Design Development submittal information to comply with SMAA comments and then completion of the 90% design.

Plans and Specifications, suitable for bidding, will be completed; 90% design will be coordinated with CBP and SMAA. The specific services to be provided or furnished for this Phase of the Project are the following:

TASK 12

Prepare 90% Contract Drawings and Specifications incorporating all design aspects of the project and surrounding site to clearly describe the construction requirements for bidding and execution. This work will include dimensioning and delineation of plans, sections, elevations, and details, as well as schedules to define the work.

a. Incorporate 60% design review comments in drawings and specifications

DELIVERABLE

- Construction Drawings (90%) to SMAA for review and comment

SUBTASKS:

1. Perform project management duties such as project planning, invoice preparation, and coordination of design team.
2. Finalize three-dimensional (BIM) modeling of the FIS Facility.
3. Perform internal constructability review.
4. Design Team shall coordinate between design discipline leads, other design team members, and airport for phasing to incorporate into drawings.

Civil

1. Finalize three-dimensional design in order to finalize pavement centerline profiles, typical sections, and other grading details for the proposed work.

2. Detail and finalize pavement details, rehabilitation details and pavement sections.
3. Finalize drainage designs and layouts and detail pipe and drainage structure installations.
4. Finalize water design layouts and detailing.
5. Finalize electrical design layouts and detailing.
6. Finalize fiber design layouts and detailing.
7. Finalize sewer design layouts and detailing.
8. Finalize SWFWMD permit documentation.
9. Finalize airfield lighting and signage.
10. Finalize pavement jointing.
11. Finalize pavement marking layouts, and detail installations.
12. Finalize CSPP and include in Specifications and on the Contract Drawings.
13. Prepare soil erosion control plan and stormwater pollution control plan and submit required documents to comply with soil erosion stormwater permit requirements for construction projects.

Architectural

1. Finalize Written Program and compliance with GAFDG.
2. Finalize building floor plans, building sections, and elevations.
3. Finalize construction details.
4. Finalize wall-types end required fire and/or acoustical ratings.
5. Finalize Code Compliance Plan.
6. Finalize exterior materials, color schedule, and wall sections.
7. Finalize Interior materials and color schedule
8. Finalize fixture, furniture, and equipment layout.

9. Finalize Code Review based on any floor plan modifications since previous phase.

10. Finalize door and window schedules.

Structural

1. Finalize analysis of all building elements, coordinated with MEP and Architectural systems, including the following:

    a. Complete Foundation and slab system sizes and layout.

    b. Finalize analysis and detailing of foundation reinforcing and connections between foundation elements and other adjacent structural systems.

    c. Finalize slab reinforcing and areas of thickened slab requirements including connections to walls and foundation elements.

    d. Finalize Structural layout and analysis model of Lateral Resisting System (Wind and Seismic) including columns, walls, bracing, and roof system.

    e. Complete sizing for all columns, walls, roof system elements, and bracing.

    f. Provide analysis and design of all relevant connections throughout structure not including delegated design elements

    g. Finalize schedules for foundation, reinforcing, framing, connections, and components and cladding wind pressures

2. Provide performance specifications, loading, and criteria for all delegated design elements.

3. Coordinate critical clearance, penetration and opening requirements through structural systems with architectural and MEP systems

4. Coordinate required structural support for architectural glazing, wall reveals, equipment and MEP systems

5. Further develop list of required structural testing and inspections

6. Develop structural calculation package for submission to the AHJ.

Plumbing

1. Finalize coordination with other disciplines
2. Finalize plumbing fixture selections with architect and owner
3. Provide installation details for plumbing fixtures and equipment
4. Finalize equipment selections/capacities, and coordinate power requirements with electrical engineer
5. Finalize routing of pipe mains throughout the facility and coordinate with other MEP infrastructure
6. Route branch piping to all fixtures throughout the facility
7. Finalize technical specifications, and incorporate equipment/fixture schedules into plans
8. Review constructability and location of piping specialties for access/maintenance

Mechanical

1. Finalize HVAC equipment and capacities based on final facility layout
2. Finalize equipment layout in mechanical rooms, on rooftops, and on exterior of facility as necessary
3. Finalize ductwork routing and sizes
4. Finalize mechanical pipe routing and sizes
5. Finalize diffuser and return locations coordinated with ceiling plan and wall layout
6. Finalize project specific details
7. Finalize mechanical schedules based on equipment selections
8. Finalize energy calculations to be submitted with final design documents

Fire Protection

1. Finalize riser and sprinkler locations.
2. Finalize performance specifications.

3. Finalize drawings and details.

Electrical

1. Finalize coordination with other disciplines for electrical power requirements for equipment
2. Finalize electrical requirements
3. Finalize interior lighting layout and fixtures with ceiling and wall types
4. Finalize exterior lighting layout and fixtures with parking lot design and wall types
5. Finalize switch/controls requirements for each space throughout facility
6. Finalize branch circuits (equipment, receptacles, and lighting)
7. Finalize Panel schedules
8. Finalize design of Stand-by generator and automatic transfer switch

Communications and Security

1. Finalize coordination with CBP and SMAA security and IT departments
2. Finalize sizes of major communications components
3. Finalize security system design
4. Finalize communication system design

TASK 13

Review, Coordinate, and finalize front end specifications for bid package

DELIVERABLE

- Front End Specifications for review

TASK 14

Finalize technical specifications manual for bid package

DELIVERABLE

- Technical Specifications

TASK 15

Perform internal quality control review on all design documents.

DELIVERABLE

- QA/QC documents can be submitted to SMAA upon request

TASK 16

Pre-application forms and requirements will be developed in preparation for permitting. Preliminary and Final site plan permitting to be submitted by C&S. Building permit to be submitted by selected contractor after award.

DELIVERABLE

- Permit Forms

TASK 17

Setup and attend one (1) design review meeting with SMAA, CBP, and other stakeholders.

DELIVERABLE

- Meeting Minutes

TASK 18

Review and develop written responses to all comments received

DELIVERABLE

- Responses on Drawings and Specifications in PDF form

Construction Documents Phase (Permit)

The services included under this Phase fine-tune the 90% Contract Documents for the final development of the construction documents bid package for the Project, including Final Plans, Specifications, and opinion of cost. The specific services to be provided or furnished for this Phase of the Project are the following:

TASK 19

Prepare Permit Contract Drawings incorporating all design aspects of the project and surrounding site.

DELIVERABLE

- Construction Drawings (Permit)

SUBTASKS:

1. Perform project management duties such as project planning, invoice preparation, and coordination of design team.
2. Finalize three-dimensional (BIM) design of all elements of the project.
3. All design disciplines to develop and finalize all necessary sections, details, schedules, quantities, and specifications required for final development of bid package and opinion of cost.

TASK 20

Prepare Permit Specifications

DELIVERABLE

- Specifications

TASK 21

Develop calculations packages including:

a. Structural Calculations
b. Energy Calculations

DELIVERABLE

- Calculations Package

TASK 22

Develop detailed quantity takeoffs of all bid items to refine opinion of cost.

DELIVERABLE

- Final Quantity Takeoff

TASK 23

Finalize opinion of probable construction costs for each major element of the Project.

DELIVERABLE

- Opinion of Probably Construction Cost

TASK 24

Perform final internal quality control review on all design documents.

DELIVERABLE

- QA/QC documents can be submitted to SMAA upon request

TASK 25

Attend a final review meeting with SMAA to discuss and resolve final comments.

DELIVERABLE

- Meeting Minutes

TASK 26

Review and develop written responses to all comments received

DELIVERABLE

- Responses on Drawings and Specifications in PDF form

TASK 27

Submit to AHJ Preliminary and Final site plans as well as to stormwater management agency. Building permit to be submitted by selected contractor after award.

DELIVERABLE

- Permit Drawings and Specifications in PDF format

D. BIM APPROACH

With all design disciplines in-house, C&S will use Revit (our 3D design platform) for the facility to develop various building systems in concert with one another to produce a coordinated set of construction documents. AutoDesk Civil3D will be used for flatwork to develop surfaces for grading, utility locations, stormwater routing, etc. in coordination with the airport and facility requirements.

The Design-Build team will setup a kickoff meeting with the SMAA BIM Manager to align expectations prior to beginning the modeling process. It is understood that C&S will be provided the SMAA BIM standards (If available) prior to commencement of the modeling process (assumed during initial meeting with the SMAA BIM Manager).

Our standard BIM practice is to provide a 300 Level of Development (LOD), defined as follows:

- Spatially accurate Architectural and building elements depicting a LOD 300 for all building and façade elements
- Spatially accurate MEP elements (i.e. size and maintenance clearances commensurate with equipment selection)
- Manufacturer info and capacities incorporated into families/schedules (provided only on new installation of equipment)
- Structural members depicted at correct size/type (i.e. joist, beams, trusses, etc.).
    - Reinforcement and ancillary steel supports provided as 2D detail items
- Accurate duct sizing/routing coordinated with structure
    - Limited to duct fittings/types provided in Revit template. Does not include custom-fabricated sheet steel objects.
- Sloped piping and routing coordinated with structure (limited to pipe sizes 2-inch and larger)

We suggest splitting Revit models up amongst key design disciplines (coordinated with HCAA standards at kickoff):

- Architectural

- Mechanical & Electrical
- Plumbing
- Structural
- Fire Protection

Further model refinement would be provided by specific worksets tailored to key systems and workflows with other vendors. Real-time model coordination would be accomplished via a central model server, such as Autodesk's coordination for Revit and/or A360.

The construction documents would be submitted at milestone reviews, and finally as Permit Documents for bidding and construction. A separate specifications manual will be provided with the Permit documents.

Final deliverable will be converted to AutoCAD drawings for digital transfer of drawing files.

E. ANTICIPATED SCHEDULE & DELIVERABLES

C&S will approach the project in the key phases tabulated below. C&S acknowledges the importance of the Project Schedule to SMAA and CBP and agrees to put forth reasonable efforts in performing the services under this proposal with due diligence in a manner consistent with the durations listed below. SMAA agrees that C&S' performance must be governed by sound professional practices. The Project Schedule shall be equitably adjusted as the project progresses, allowing for changes in scope caused by unknown conditions, character or size of the project as verbally requested or in-writing by SMAA/CBP and/or for delays or other causes beyond C&S' reasonable control.

PHASE	DURATION	SERVICES	DELIVERABLES
Kickoff Mtg	1 day	• Kickoff Meeting	• Develop Action Items list
Design Development (60%)	2 months	• Development-level design plans • Finalize layout of facility • Identification of major infrastructure locations and sizes • Preliminary foundation/framing loading information	• DD Drawings • Preliminary front end and technical specifications • Updated Opinion of Cost • Written responses to all comments received
Airport/CBP Review	2 weeks	• Review Design Development Documents	
Design Review	1 day	• Kickoff Construction Documents	• Updated Action Items list
90 % Construction Documents	2 months	• Permit-level construction documents, inclusive of details, specifications, and applicable calculations • Substantial Completion Opinion of Cost	• 90% CD Drawings • Substantially complete front end and technical specs • Updated Opinion of Cost • Written responses to all comments received
Airport/CBP Review	2 weeks	• Review 90% Construction Documents	
Design Review	1 day	• Kickoff Permit Documents Phase	• Updated Action Items list
Permit Construction Documents	1 month	• Final construction documents, inclusive of comments after final review • Final Opinion of Cost	• Permit Drawings • Finalized front end and technical specifications • Finalized Opinion of Cost • Written responses to all comments received
Airport/CBP Review	1 week	• Review Permit Construction Documents	
Permitting	8 weeks*	• Respond to permit comments	• Submit drawings electronically
Bidding	2 months	• Prepare Bid Package • Advertise Bid	• Bid Package

**Dependent on AHJ review process. Typically this takes and average of +/- 30 days*

F. BIDDING & AWARD PHASE

The Bid Phase is that time frame between completion of the design process and beginning of actual construction when SMAA publicly advertises and receives bids, awards contracts to the lowest responsible bidder, and executes a construction contract to perform the work with the successful contractor. C&S shall assist SMAA during this Phase as required.

The specific services to be provided or furnished for this Phase of the Project are the following:

1. C&S shall assist SMAA in advertising for and obtaining bids for the contract for construction, materials, equipment and services.

2. Airport will distribute Bid Documents via upload to Demand Star.

3. Receive and respond as required to questions from potential bidders regarding the Contract Documents.

4. Attend pre-bid conference that is scheduled and conducted by SMAA and advise SMAA on matters relating to design.

5. Prepare addenda to the bid documents after advertisement and prior to bidding as required upon the SMAA's approval.

6. Prepare bid tabulation sheets.

7. Perform bid reviews

    a. Assist SMAA in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services. C&S will review bids and proposals and any relevant market conditions related to such bids, and provide a written evaluation thereof, including a detailed analysis of bids potentially subject to award which may appear to be unreasonably higher or lower than the reconciled estimate (when applicable)

8. Provide a recommendation to award. C&S shall note in the evaluation any irregularities, deviations, qualifications, or conditions set forth in such bids or proposals.

G. CONSTRUCTION ADMINISTRATION SERVICES

The specific services to be provided or furnished for this Phase of the Project are the following:

1. To be scoped and coordinated at a later date.

H. TRAVEL REQUIREMENTS

Given this project is undergoing a redesign of a previous phase, we anticipate all meetings and coordination to be completely via virtual connections during design and no travel to Sarasota will be required except for a survey site verification.

I. MEETINGS

C&S anticipate that, at a minimum, the following meetings throughout the design phase of the project will be required. It is understood that as conditions develop and the need arises for an additional meetings, outside of the below list, the project team will notify SMAA with ample time to gather the appropriate parties for coordination of specific items. The meeting anticipated are as follows:

1. Kickoff Meeting
2. Review of Design Development Documents
3. Review of the 90% Construction Documents and Bid Package
4. Final Review Meeting to discuss and resolve Permit Construction Documents

The above meetings will consist of required staff all attending in a virtual capacity.

In addition to the above meetings, C&S Project Manager and one additional C&S representative will participate in bi-weekly meetings during design for coordination purposes and to allow for informal review and decision making. These meeting times will be set at the commencement of the project.

C&S will develop an agenda for each meeting and send to team prior to the meeting for involvement of appropriate parties.

J. EXCLUSIONS & ASSUMPTIONS

The conditions or considerations in developing the scope and fee for the project described above include:

1. C&S has allowed for one coordination meeting bi-weekly with SMAA/CBP for Project Manager and one coordination meeting per month for each design discipline lead for a duration of 4 months.

2. It is assumed all field investigation, surveying, scanning, etc. will be complete during the Design Development (60%) stage for use in the design process.

3. The BIM design process and use of Revit are assumed for design team coordination purposes. It is assumed SMAA is not expecting modeling beyond what is necessary for coordination and to produce construction documents.

4. The proposed engineering fee assumes the Project in its entirety will be designed and submitted in one package. Multiple packages, i.e. early foundation/underground packages, breaking project up into phases, etc. are not included.

5. Redesign efforts due to major SMAA/CBP changes in design, after 60% Design Development Phase, from previous submissions is excluded and will be considered an additional service.

6. Design layout narrative and sketch recommendations made during Concept Design phase is what this scope of services is based upon.

7. C&S will provide a design with sustainable considerations in mind and as available to the project. However, it is assumed any type of green certification is not a facility requirement and not a part of this project.

8. Adequate utilities including water supply are provided from the airport and municipal water system. Fire pump, water storage, hydraulic calculations, and associated systems are excluded.

9. Assumed that all permit fees will be directly paid by SMAA.

K. ADDITIONAL SERVICES

Additional scope items will be handled on a case by case basis and will incur additional fees.

L. SCHEDULE OF FEES

See attached spreadsheet breakdown for full schedule of fees.

The project and associated fees are understood to be paid out on a lump sum basis (hourly). The C&S fees provided are in the form of a lump sum. Should additional fees be required, based on effort put towards the project during any phase listed above, SMAA will be notified in writing prior to exceeding the agreed upon amount.

All subconsultant services are provided on a lump sum basis.

We are looking forward to engaging in this effort with you. If you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,



Kerrick Stegmeier II, P.E.

Department Manager

C&S Engineers, Inc.

Exhibit A - Design Fee Tables

EXHIBIT A FEE ESTIMATE

Project Fee Proposal - C&S Team - Summary Sheet											
SRQ GA FIS Facility - Redesign											
SRQ/SMAA Project Number: XXX											
November-23											
Basic Design Services		60%	90%	Permit	Total	Bid &	Total	W/MBE %	% W/MBE	% Construction	
Engineering & Preconstruction Services		Design Dev.	Const. Docs	Const. Docs	Design	Award		of Design Fee	Goal	Cost	
C&S		$ 156,431.83	$ 138,587.35	$ 74,720.53	$ 369,739.70	$ 16,701.03	$ 386,440.73				
EG Solutions					$ 19,275.00		$ 19,275.00				
Hyatt					$ 2,634.90		$ 2,634.90	7.19%	3.00%		
Tierra					$ 3,843.94		$ 3,843.94				
Design Phase	Sub Total	$ 156,431.83	$ 138,587.35	$ 74,720.53	$ 395,493.54	$ 16,701.03	$ 412,194.57				
Reimbursable Expenses											
C&S											
Travel / Hotel / Meals - Charrettes		$ -	$ -	$ -	$ -		$ -				
Monthly Travel		$ -	$ -	$ -	$ -		$ -				
Parking		$ -	$ -	$ -	$ -		$ -				
Tierra											
Materials / Testing		$ 4,174.25			$ 4,174.25		$ 4,174.25				
Allowances											
Sub Total		$ 4,174.25	$ -	$ -	$ 4,174.25	$ -	$ 4,174.25				
Total Fee, Allowances, Reimbursable Expenses		$ 160,606.08	$ 138,587.35	$ 74,720.53	$ 373,913.95	$ 16,701.03	$ 416,368.82				

Design Development

Project Fee Proposal - C&S Team - Summary Sheet																	
SRQ GA FIS Facility - Redesign																	
SRQ/SMAA Project Number: XXX																	
November-23																	
Scope/Task			SGM	DM	ME	Prin.Eng	CE	SPE	PE	Eng	S. Designer	Designer	PA	SAD	ID	AD	Total
Basic Design Services			Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Part 1 - Design Development - C&S																	
Task 1	Design Team will coordinate requirements for additional topographic field survey and Hyatt will perform field survey.			8					4								12
Task 2	Design Team will coordinate requirements for additional subsurface soils investigations and Tierra will perform geotechnical investigation.			2													2
Task 3	Schedule coordination - consultant shall provide continued coordination so that project schedules are met for each phase of work included in this contract.			2													2
Task 4	Prepare Design Development (60%) Drawings incorporating pertinent design aspects of the project and surrounding site.			34		64		48	164	30	150		24	64	24	120	722
Task 5	Edit front end specifications as necessary by reviewing SRQ provided Division 0 and Division 1 documents.			12					4				4				20
Task 6	Edit technical specifications for each trade as necessary			8		20		2	4				8		12	8	62
Task 7	Perform internal quality control review on all design documents.			17	8					1			8			12	46
Task 8	Refine preliminary quantity takeoffs of bid items to further develop opinion of cost.			2					10								12
Task 9	Update preliminary opinion of probable construction costs for each major element of the Project.			8				1	16				8				33
Task 10	Setup and attend one (1) design review meeting with SRQ, CBP, and other stakeholders.			9		2		1	1							2	15
Task 11	Review and develop written responses to all comments received			7		2		1	11	1						12	34
	Subtotal Hours		-	109.00	8.00	88.00	-	53.00	214.00	32.00	150.00	-	52.00	64.00	36.00	154.00	960
	Rate		$ 94.00	$ 85.00	$ 75.00	$ 68.00	$ 62.00	$ 62.00	$ 47.00	$ 42.00	$ 35.00	$ 32.00	$ 73.00	$ 50.00	$ 47.00	$ 47.00	
	Subtotal Direct Labor		$ -	$ 9,265.00	$ 600.00	$ 5,984.00	$ -	$ 3,286.00	$ 10,058.00	$ 1,344.00	$ 5,250.00	$ -	$ 3,796.00	$ 3,200.00	$ 1,692.00	$ 7,238.00	$ 51,713.00
	Subtotal Burdened Labor @	3.025	$ -	$ 28,026.63	$ 1,815.00	$ 18,101.60	$ -	$ 9,940.15	$ 30,425.45	$ 4,065.60	$ 15,881.25	$ -	$ 11,482.90	$ 9,680.00	$ 5,118.30	$ 21,894.95	$ 156,431.83

90% Construction Documents

Project Fee Proposal - C&S Team - Summary Sheet

SRQ GA FIS Facility - Redesign

SRQ/SMAA Project Number: XXX

November-23

Scope/Task			SGM	DM	ME	Prin.Eng	CE	SPE	PE	Eng	S. Designer	Designer	PA	SAD	ID	AD	Total
Basic Design Services			Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Part 1 - 90% Construction Documents - C&S																	
Task 12	Prepare 90% Contract Drawings and Specifications incorporating all design aspects of the project and surrounding site to clearly describe the construction requirements for bidding and execution.			22		52		22	124	28	114		24	100	32	120	638
Task 13	Review, Coordinate, and finalize front end specifications for bid package			12					2				10				24
Task 14	Finalize technical specifications manual for bid package			14		16		2	16				12			20	80
Task 15	Perform internal quality control review on all design documents.			22	8			2		3			8				43
Task 16	Pre-application forms and requirements will be developed in preparation for permitting. Preliminary and Final site plan permitting to be submitted by C&S. Building permit to be submitted by selected contractor after award.			10													10
Task 17	Setup and attend one (1) design review meeting with SRQ, CBP, and other stakeholders.			9		2		2	1				2			2	18
Task 18	Review and develop written responses to all comments received			7		2		1	11	1			2			8	32
	Subtotal Hours		-	96.00	8.00	72.00	-	29.00	154.00	32.00	114.00	-	58.00	100.00	32.00	150.00	845
	Rate		$ 94.00	$ 85.00	$ 75.00	$ 68.00	$ 62.00	$ 62.00	$ 47.00	$ 42.00	$ 35.00	$ 32.00	$ 73.00	$ 50.00	$ 47.00	$ 47.00	
	Subtotal Direct Labor		$ -	$ 8,160.00	$ 600.00	$ 4,896.00	$ -	$ 1,798.00	$ 7,238.00	$ 1,344.00	$ 3,990.00	$ -	$ 4,234.00	$ 5,000.00	$ 1,504.00	$ 7,050.00	$ 45,814.00
	Subtotal Burdened Labor @	3.025	$ -	$ 24,684.00	$ 1,815.00	$ 14,810.40	$ -	$ 5,438.95	$ 21,894.95	$ 4,065.60	$ 12,069.75	$ -	$ 12,807.85	$ 15,125.00	$ 4,549.60	$ 21,326.25	$ 138,587.35

100% Construction Documents

Project Fee Proposal - C&S Team - Summary Sheet

SRQ GA FIS Facility - Redesign

SRQ/SMAA Project Number: XXX

November-23

Scope/Task			SGM	DM	ME	Prin.Eng	CE	SPE	PE	Eng	S. Designer	Designer	PA	SAD	ID	AD	Total
Basic Design Services			Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Part 1 - 100% Construction Documents - C&S																	
Task 19	Prepare Permit Contract Drawings incorporating all design aspects of the project and surrounding site.			15		21		12	48	10	24		12	20	16	40	218
Task 20	Prepare Permit Specifications			7		5		2	8				4			8	34
Task 21	Develop calculations packages.			6		4			16	4							30
Task 22	Develop detailed quantity takeoffs of all bid items to refine opinion of cost.			4		2			4							4	14
Task 23	Finalize opinion of probable construction costs for each major element of the Project.			6				2	6				2			8	24
Task 24	Perform final internal quality control review on all design documents.		4	10	4			2		2			4				26
Task 25	Attend a final review meeting with SRQ to discuss and resolve final comments.			7		3			1				2				13
Task 26	Review and develop written responses to all comments received			6		3			7	1			2			2	21
Task 27	Submit to AHJ Preliminary and Final site plans as well as to stormwater management agency. Building permit to be submitted by selected contractor after award.			24					16								40
	Subtotal Hours		4.00	85.00	4.00	38.00	-	18.00	106.00	17.00	24.00	-	26.00	20.00	16.00	62.00	420
	Rate		$ 94.00	$ 85.00	$ 75.00	$ 68.00	$ 62.00	$ 62.00	$ 47.00	$ 42.00	$ 35.00	$ 32.00	$ 73.00	$ 50.00	$ 47.00	$ 47.00	
	Subtotal Direct Labor		$ 376.00	$ 7,225.00	$ 300.00	$ 2,584.00	$ -	$ 1,116.00	$ 4,982.00	$ 714.00	$ 840.00	$ -	$ 1,898.00	$ 1,000.00	$ 752.00	$ 2,914.00	$ 24,701.00
	Subtotal Burdened Labor @	3.025	$ 1,137.40	$ 21,855.63	$ 907.50	$ 7,816.60	$ -	$ 3,375.90	$ 15,070.55	$ 2,159.85	$ 2,541.00	$ -	$ 5,741.45	$ 3,025.00	$ 2,274.80	$ 8,814.85	$ 74,720.53

Bid and Award

Project Fee Proposal - C&S Team - Summary Sheet																	
SRQ GA FIS Facility - Redesign																	
SRQ/SMAA Project Number: XXX																	
November-23																	
Scope/Task			SGM	DM	ME	Prin.Eng	CE	SPE	PE	Eng	S. Designer	Designer	PA	SAD	ID	AD	Total
Basic Design Services			Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Part 1 - Bid & Award - C&S																	
General																	
C&S shall assist SRQ in advertising for and obtaining bids for the contract for construction, materials, equipment and services.				1													1
Receive and respond as required to questions from potential bidders regarding the Contract Documents.				10		4		2	6					2	2	8	34
Attend pre-bid conference that is scheduled and conducted by SMAA/SRQ and advise SMAA/SRQ on matters relating to design.				4													4
Prepare addenda to the bid documents after advertisement and prior to bidding as required upon the SMAA's approval.				5		2		2	8	2			2	2	2	8	33
Prepare bid tabulation sheets.				2													2
Perform bid reviews				2									2			2	6
Assist SMAA/SRQ in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services. C&S will review bids and proposals and any relevant market conditions related to such bids, and provide a written evaluation thereof, including a detailed analysis of bids potentially subject to award which may appear to be unreasonably higher or lower than the reconciled estimate (when				4					1								5
Provide a recommendation to award. C&S shall note in the evaluation any irregularities, deviations, qualifications, or conditions set forth in such bids or				2													2
Subtotal Hours			-	30.00	-	6.00	-	4.00	15.00	2.00	-	-	4.00	4.00	4.00	18.00	87
Rate			$ 94.00	$ 85.00	$ 75.00	$ 68.00	$ 62.00	$ 62.00	$ 47.00	$ 42.00	$ 35.00	$ 32.00	$ 73.00	$ 50.00	$ 47.00	$ 47.00	
Subtotal Direct Labor			$ -	$ 2,550.00	$ -	$ 408.00	$ -	$ 248.00	$ 705.00	$ 84.00	$ -	$ -	$ 292.00	$ 200.00	$ 188.00	$ 846.00	$ 5,521.00
Subtotal Burdened Labor @	3.025		$ -	$ 7,713.75	$ -	$ 1,234.20	$ -	$ 750.20	$ 2,132.63	$ 254.10	$ -	$ -	$ 883.30	$ 605.00	$ 568.70	$ 2,559.15	$ 16,701.03

Appendix A – EG Solutions

SARASOTA BRADENTON INTERNATIONAL AIRPORT

Federal Inspection Station (FIS)

EG Solutions Scope of Services

9/12/2023 (Revised 11/13/23)

Scope of Services

I. Site Plans Review and Comment

Provide comments on site drainage interface with the Master Drainage System. Site drainage design will be done by C&S Companies. This includes review of a single design and initial comments and one subsequent review to verify initial comments are incorporated.

II. Narrative and Ledger Adjustments

Update the water management narrative and adjust the master ledger in the Airport's ERP for the revised design.

III. Minor Modification Construction ERP Application

Submit the request for a minor modification of ERP Application No. 43009458.053 for constructing the FIS Project or for the Airport's Master Drainage System ERP Application No. 43009458.045, whichever is required by SWFWMD.

IV. Manatee County Permit Assistance

Update the water management section for site permits for Manatee County.

V. RAIs

Assist C&S with responses for up to two sets of Request for Additional Information (RAI) letters from SWFWMD and up to two sets of RAI letters from Manatee County.

VI. EXCLUDED SERVICES

a. Drainage design, including inlets, pipes, swales and outlets is excluded. This will be done by C&S and coordinated with the Airport's water management system.
b. EPA SWMM modeling.
c. Review of alternate designs for site and site drainage.
d. Preparing drawings and exhibits.

e. Permitting fees.
f. Environmental determinations and studies including, but not limited to, wetlands, wildlife, hazardous materials, Environmental Assessments or Impact Statements, or similar.
g. Services not specifically described in I through VI in the Scope of Services,
h. Since previous meetings with Manatee County and the Southwest Florida Water Management District have occurred, no additional meetings are anticipated or budgeted.

FEE SUMMARY
Sarasota Bradenton International Airport
Federal Inspection Station (FIS)
September 12, 2023 (Revised 11/13/23)

Task	Task Description	Fee	Total Hours	Senior Consultant $279	Chief Designer $279	Senior Engineer $184	Admin $125
I.	Site Plan Reviews and Comment	$ 6,542	30	8	4	16	2
II.	Narrative and Ledger Adjustment	$ 2,852	16	2	2	4	8
III.	Minor Modification Construction ERP Application	$ 1,579	6	4	1	1	
IV.	Manatee County Permit Assistance	$ 2,102	10	2	2	4	2
V.	RAIs	$ 6,200	28	12	4	4	8
	Totals:	**$ 19,275**	**90**	**28**	**13**	**29**	**20**

Appendix B – Tierra

TIERRA

September 7, 2023

C&S Companies
2203 N. Lois Avenue, Suite 400
Tampa, Florida 33607

Attn: Kerrick Stegmeier II, P.E., Department Manager

RE: Proposal for Geotechnical Engineering – Statement of Work
SRQ GA FIS
Sarasota County, Florida
Tierra Project No. 6511-21-141

Thank you again for allowing Tierra to support C&S Companies on the SRQ GA FIS Project. Please see the requested scope below for the requested services.

Tierra previously issued a *Report of Geotechnical Engineering* Services dated April 6th, 2022 supporting the project. Tierra understands the proposed FIS building location has shifted and this proposal has been developed to provide additional geotechnical services supporting the design in the new footprint.

Based on our understanding, the project includes the design and construction of a new approximate 5,600 SF single story block structure. Tierra will perform the following activities in support of the design for the referenced improvements.

1. Task 1.1 - Perform three (3) Standard Penetration Tests to a depth of 25 feet below the existing ground surface in the area of proposed structure.

2. Task 1.2 - Perform soil classifications for all borings performed including as needed laboratory verification testing.

3. Task 1.3 - Draft the boring profiles.

4. Task 1.4 – Summarize all testing in a geotechnical report signed and sealed by a FL PE.

Tierra, Inc. appreciates the opportunity to submit the attached rate information and scope for this project. Please contact our office should any additional information be required.

Respectfully Submitted,
TIERRA, INC.



Daniel R. Ruel, P.E.
Geotechnical Engineer

7351 Temple Terrace Highway • Tampa, Florida 33637
Phone (813)989-1354

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

June 29, 2020

Luis Mahiquez, President
TIERRA, INC.
7351 Temple Terrace Highway
Tampa, Florida 33637

Dear Mr. Mahiquez:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 9 - Soil Exploration, Material Testing and Foundations

- 9.1 - Soil Exploration
- 9.2 - Geotechnical Classification Laboratory Testing
- 9.3 - Highway Materials Testing
- 9.4.1 - Standard Foundation Studies
- 9.4.2 - Non-Redundant Drilled Shaft Bridge Foundation Studies
- 9.5 - Geotechnical Specialty Laboratory Testing

Group 10 - Construction Engineering Inspection

- 10.1 - Roadway Construction Engineering Inspection
- 10.3 - Construction Materials Inspection
- 10.4 - Minor Bridge & Miscellaneous Structures CEI

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2021 for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense	Published Fee Schedule
163.37%	98.78%	2.597%	Reimbursed	No	6.87%	11.47%*	Yes

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,



Carliayn Kell
Professional Services
Qualification Administrator

CBHK/kw

Tierra Inc
Salary Calculations SRQ GA FIS

Name	Job Title	Raw Rate ($/hour)	FAR Audited Overhead ($/hr) Home OH + Home Exp	Profit ($/hour)	Hourly Billing Rate ($/hr)	Billing Multiplier
			170.24%	11%		
Larry P Moore	Project Manager	$ 72.25	$ 123.00	$ 21.48	$ 216.73	3.00
Graham Zoeller	Project Engineer	$ 50.51	$ 85.99	$ 15.01	$ 151.51	3.00
James Gibbs	Project Engineer	$ 45.02	$ 76.64	$ 13.38	$ 135.04	3.00
Kevin Lo	Sr Engineer	$ 75.37	$ 128.31	$ 22.40	$ 226.08	3.00
Manny Valdes	Chief Scientist	$ 52.88	$ 90.02	$ 15.72	$ 158.62	3.00
Mike Bair	Chief Scientist	$ 57.96	$ 98.67	$ 17.23	$ 173.86	3.00
Kevin Scott	Sr Project Engineer	$ 65.38	$ 111.30	$ 19.44	$ 196.12	3.00
Erick Frederick	Sr Project Engineer	$ 57.50	$ 97.89	$ 17.09	$ 172.48	3.00
Marc Novak	Sr Project Engineer	$ 64.15	$ 109.21	$ 19.07	$ 192.43	3.00
Dan Ruel	Geotechnical Engineer	$ 42.59	$ 72.51	$ 12.66	$ 127.76	3.00
Thomas Musgrave	Geotechnical Engineer	$ 52.50	$ 89.38	$ 15.61	$ 157.48	3.00
Katie Waterman	Engineering Intern	$ 34.58	$ 58.87	$ 10.28	$ 103.73	3.00
Chris Garth	Sr Scientist	$ 46.91	$ 79.86	$ 13.94	$ 140.71	3.00
Jeff Berg	Sr Engineering Tech	$ 34.00	$ 57.88	$ 10.11	$ 101.99	3.00
Dimitrios Silas	Sr Engineering Tech	$ 31.00	$ 52.77	$ 9.22	$ 92.99	3.00
Sammy Awad	Geotech Technician	$ 27.21	$ 46.32	$ 8.09	$ 81.62	3.00
Susanne Webb	Designer	$ 36.79	$ 62.63	$ 10.94	$ 110.36	3.00
Brian Sawaska	Designer	$ 41.75	$ 71.08	$ 12.41	$ 125.24	3.00
Ashley Arnold	Clerical	$ 41.93	$ 71.38	$ 12.46	$ 125.78	3.00
Kristin Gaebel	Clerical	$ 22.75	$ 38.73	$ 6.76	$ 68.24	3.00
Brittany Garcia	Clerical	$ 28.02	$ 47.70	$ 8.33	$ 84.05	3.00
Victor Hosey	CEI Inspector Aid	$ 20.00	$ 34.05	$ 5.95	$ 59.99	3.00

EXHIBIT B FEE ESTIMATE

Project Fee Proposal - C&S Team - Summary Sheet							
SRQ GA FIS Facility							
Sarasota/Bradenton International Airport (SRQ)							
9/7/2023							
Basic Design Services		Preliminary	Total	W/DBE % of Fee	% W/DBE Goal	% Construction	
Engineering & Preconstruction Services		Design			Goal	Cost	
Tierra, Inc.							
	Sub Total	$ 3,843.94	$ 3,843.94	0.00%	0.00%		
Reimbursable Expenses							
Task 1 Expense Work Sheet		$ 4,174.25	$ 4,174.25				
<FIRM>			$ -				
Printing, shipping, travel etc. Allowance		$ -	$ -				
Sub Total		$ 4,174.25	$ 4,174.25				
Total Fee, Allowances, Reimbursable Expenses		$ 8,018.19	$ 8,018.19				

Project Fee Proposal - C&S Team - Summary Sheet													
SRQ GA FIS Facility													
Sarasota/Bradenton International Airport (SRQ)													
9/7/2023													
Scope/Task			Project Manager	Senior Engineer	Sr Project Engineer	Geotech Engineer	Engineer Intern	Designer	Sr Eng Technician	Geotech Technician	Clerical		Total
Basic Design Services: **TIERRA**			Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
Task 1 - Project Definition - Geotechnical													0
1.1 Perform 3 - SPTs to a depth of 25 feet below the existing grade in the area of the structure									2	8			10
1.2 Classify SPT borings							4						4
1.3 Draft the boring profiles						1		6					7
1.4 Summarize all testing in a geotechnical report signed and saealed by FL PE				1	2	4	4						11
													0
													0
													0
Subtotal Hours			-	1.00	2.00	5.00	8.00	6.00	2.00	8.00	-		32
Rate			$ 216.73	$ 226.08	$ 196.12	$ 157.48	$ 103.73	$ 125.24	$ 101.99	$ 81.62	$ 84.05		
Subtotal Burdened Labor			$ -	$ 226.08	$ 392.24	$ 787.40	$ 829.84	$ 751.44	$ 203.98	$ 652.96	$ -		$ 3,843.94

Expenses

Design Expenses

Geotechnical Field Investigation

Work Elements

Perform 3 - SPTs to a depth of 25 feet = 75 LF

Item Description	Unit	Unit Price	Qty	Total
612-Geo Mobilization Drill Rig Truck Mount	Each	$ 350.00	1	$ 350.00
Geo SPT Truck 0-50 Ft	LF	$ 12.90	75	$ 967.50
Geo Grout Boreholes- Truck 0-050 Ft	LF	$ 5.25	75	$ 393.75
Geo Temp Casing 3" Truck 0-050 Ft	LF	$ 8.50	30	$ 255.00
401-Geo Auger Borings- Hand & Truck/Mud Bug	LF	$ 10.50		$ -
434-Geo Ground Penetrating Radar (GPR)	Day	$ 2,800.00	0.5	$ 1,400.00
812-Soils Materials Finer than 200 Sieve (FM 1-T011)	Test	$ 42.00	8	$ 336.00
817-Soils Moisture Content Laboratory (AASHTO T 265)	Test	$ 10.00	4	$ 40.00
819-Soils Organic Content Ignition (FM 1 T-267)	Test	$ 42.00	1	$ 42.00
Atterberg Limit Tests (AASHTO T-89 and T-90) Combined	Test	$ 130.00	3	$ 390.00
810-Soils Limerock Bearing Ratio (LBR)(FM 5-515)/CBR	Test	$ 340.00		$ -
Field and Laboratory Testing				**$ 4,174.25**

Appendix C – Hyatt

Project Fee Proposal - C&S Team - Summary Sheet

SRQ GA FIS Facility

SRQ/SMAA Project Number: XXX

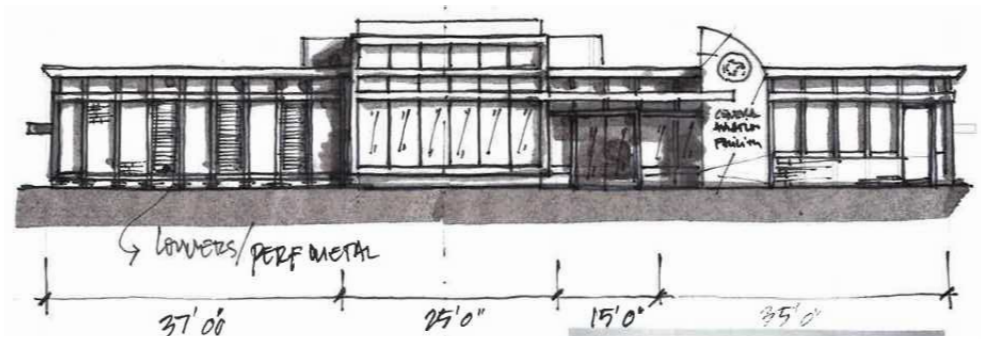
September-23

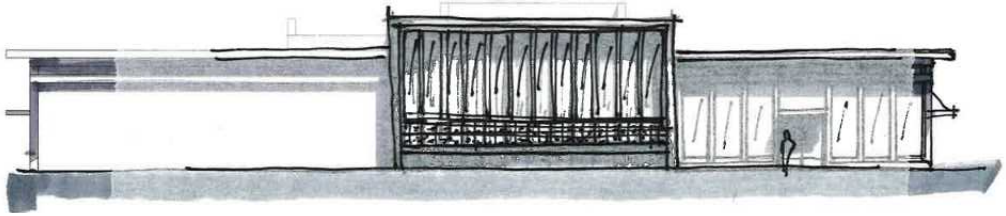
Scope/Task				Principal	SPM	PM	ST	SPC	FT3	FT2	FT1	Controller	Clerk	Admin			Total
Basic Design Services				Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours			
Task 1 - Project Definition - Hyatt Surveying																	
	Hyatt Survey will perform **additional** Topographic Survey in coordination with the Phase 1 Apron Site as located at the Sarasota Bradenton International Airport (SRQ) in Manatee County, Florida.					1	6	12	12								31
	The survey shall include the location and identification of all above ground, visible structures (including overhead wires) and features along with any accessible subterranean features including pipe inverts with size and material.																
	The client will order a design ticket and Hyatt Survey will locate all mark or flagged utilities.																
	Hyatt Survey will determine site elevations on full cross sections within the survey limits and collected at 25-foot stations on aircraft pavement and 50-foot stations on other non-improved surfaces. Elevations will be collected at grade breaks, distinct changes in elevations, at changes in direction on curbing/paving, and any prominent feature of the site.																
	This survey will be referenced to NAD83/07 or 11 Florida State Plane Coordinates.																
	All elevations will be referenced to published NGS benchmarks relative to the NAVD 88 vertical datum.																
	The scope of services assumes that the survey will not be required to follow FAA AC 150/5300-16, 17 and 18. If it is determined by FAA to be necessary, the cost of these services is not included in the Consultant's original Scope of Services and shall therefore be an Additional Service. An existing basemap will be developed in CAD from this information.																
	Subtotal Hours			-	-	1.00	6.00	12.00	12.00	-	-	-	-	-			31
	Rate			$ 84.52	$ 68.24	$ 48.08	$ 37.50	$ 28.00	$ 21.00	$ 17.00	$ 11.00	$ 30.00	$ 23.50	$ 13.00			
	Subtotal Direct Labor			$ -	$ -	$ 48.08	$ 225.00	$ 336.00	$ 252.00	$ -	$ -	$ -	$ -	$ -			$ 861.08
	Subtotal Burdened Labor @	3.06		$ -	$ -	$ 147.12	$ 688.50	$ 1,028.16	$ 771.12	$ -	$ -	$ -	$ -	$ -			$ 2,634.90

OPTION 1

APPROXIMATELY 5266 SF OF BUILDING GROSS AREA







C&S Engineers, Inc.
2203 North Lois Avenue, Suite 400
Tampa, FL 33607
Phone: 813-434-4997
FL L.B. No. 7513
COA No. 7602
www.cscos.com

CONCEPT DESIGN

SARASOTA BRADENTON INTERNATIONAL

SARASOTA,FL

SARASOTA MANATEE AIRPORT AUTHORITY

SARASOTA BRADENTON INTERNATIONAL AIRPORT

GENERAL AVIATION FEDERAL INSPECTION STATION FACILITY

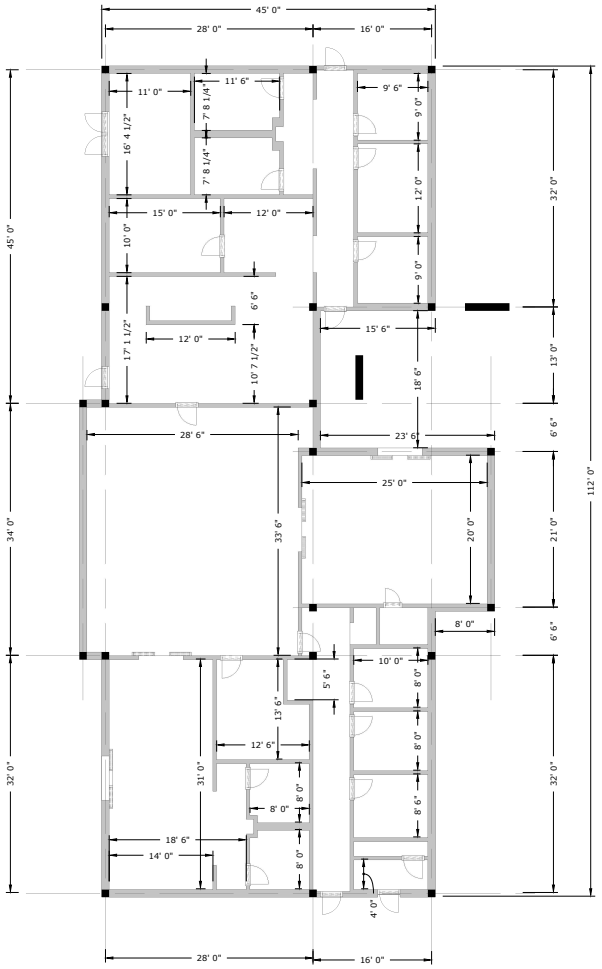
MARK	DATE	DESCRIPTION
REVISIONS		

Project Number	X6001002
DATE:	Issue Date 10/10/2023
DRAWN BY:	- FELIX CHAO
DESIGNED BY:	- FELIX CHAO
CHECKED BY:	- RICHARD A. SWICHER

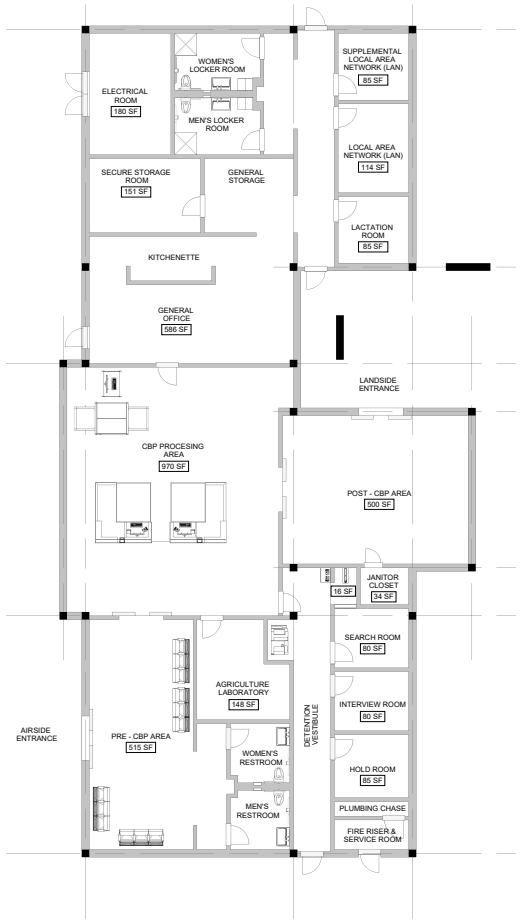
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DIMENSIONED FLOOR PLAN
SCALE: 1/8" = 1'



LABELED FLOOR PLAN
SCALE: 1/8" = 1'

N

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C&S Engineers, Inc.
2203 North Lois Avenue, Suite 400
Tampa, FL 33607
Phone: 813-434-4997
FL. L.B. No. 7513
COA No. 7602
www.cscos.com

CONCEPT DESIGN

srq SARASOTA BRADENTON INTERNATIONAL

SARASOTA FL
SARASOTA MANATEE AIRPORT AUTHORITY

SARASOTA BRADENTON INTERNATIONAL AIRPORT

GENERAL AVIATION FEDERAL INSPECTION STATION FACILITY

MARK	DATE	DESCRIPTION
REVISIONS		

Project Number	X6001002
DATE:	Issue Date 10/10/2023
DRAWN BY:	- FELIX CHAO
DESIGNED BY:	- FELIX CHAO
CHECKED BY:	- RICHARD A. SWICHER

CONTRACTOR SHALL VERIFY ALL CONDITIONS ON JOB SITE & NOTIFY THE OWNER OF ANY VARIATIONS FROM DIMENSIONS SHOWN ON THESE DRAWINGS BEFORE PROCEEDING WITH ANY CONSTRUCTION

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www.cscos.com

CONCEPT DESIGN

srq SARASOTA BRADENTON INTERNATIONAL

SARASOTA FL

SARASOTA MANATEE AIRPORT AUTHORITY

SARASOTA BRADENTON INTERNATIONAL AIRPORT

GENERAL AVIATION FEDERAL INSPECTION STATION FACILITY

MARK	DATE	DESCRIPTION
REVISIONS		

Project Number	X6001002
DATE:	Issue Date 10/10/2023
DRAWN BY:	- FELIX CHAO
DESIGNED BY:	- FELIX CHAO
CHECKED BY:	- RICHARD A. SWICHER

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CONCEPT DESIGN

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SARASOTA,FL

SARASOTA MANATEE AIRPORT AUTHORITY

SARASOTA BRADENTON INTERNATIONAL AIRPORT

GENERAL AVIATION FEDERAL INSPECTION STATION FACILITY

MARK	DATE	DESCRIPTION
REVISIONS		

Project Number	X6001002
DATE:	Issue Date 10/10/2023
DRAWN BY:	- FELIX CHAO
DESIGNED BY:	- FELIX CHAO
CHECKED BY:	- RICHARD A. SWICHER

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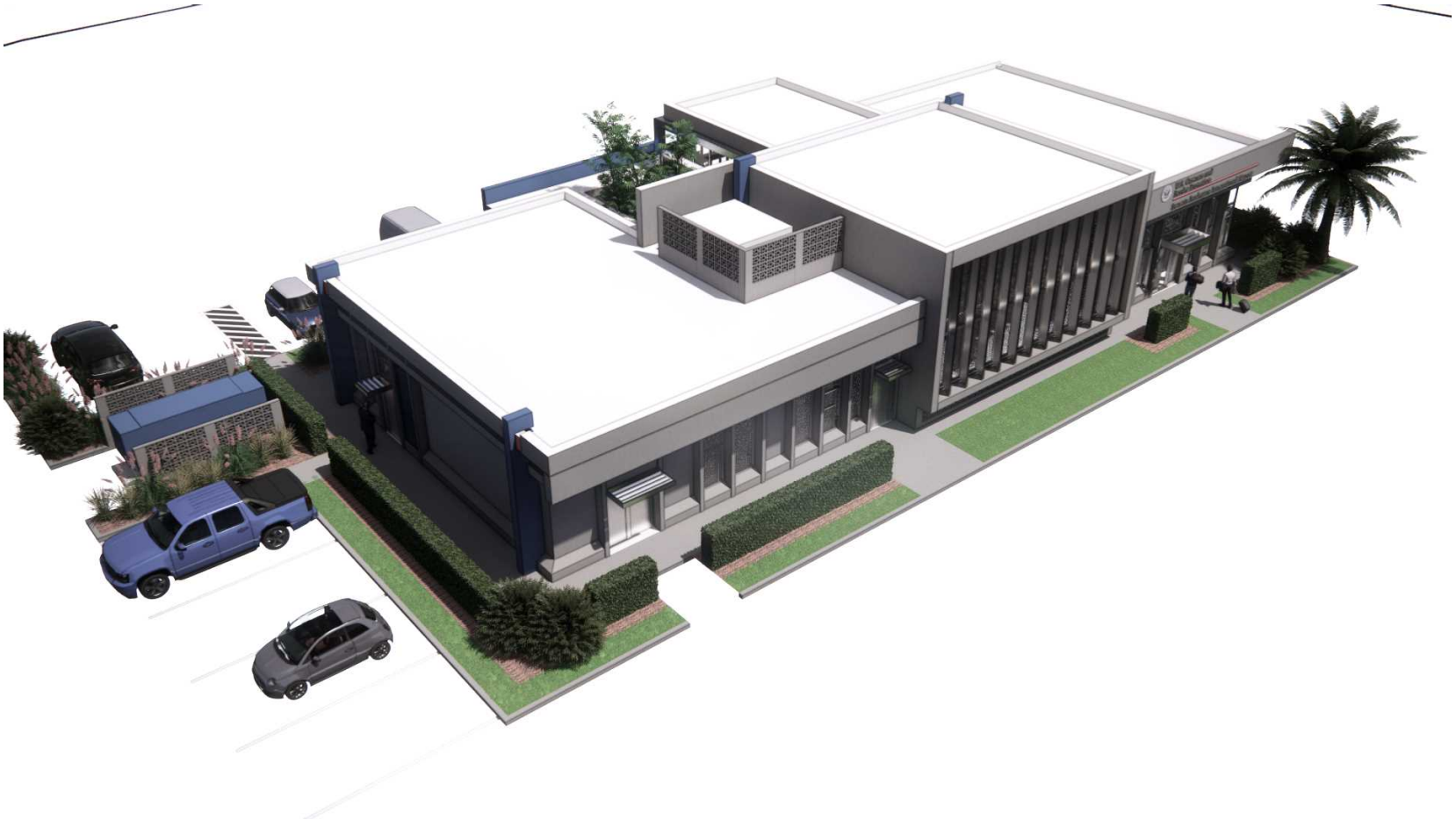
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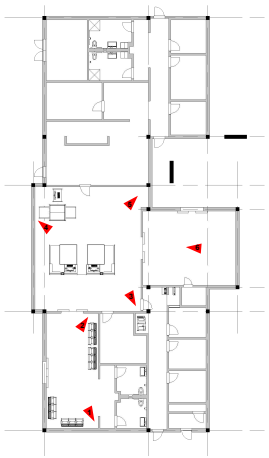
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POV 1



POV 2



POV 3



POV 4



POV 5



POV 6

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CONCEPT DESIGN

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SARASOTA, FL.
SARASOTA MANATEE AIRPORT AUTHORITY

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AGENDA ITEM NO. 7.5

SARASOTA MANATEE AIRPORT AUTHORITY
NOVEMBER 27, 2023 MEETING
STAFF NARRATIVE

REQUEST FOR APPROVAL: RFQ-03-2023-GDP, PROFESSIONAL PLANNING SERVICES TO ASSIST IN PREPARATION OF A MANATEE COUNTY GENERAL DEVELOPMENT PLAN

EXECUTIVE SUMMARY: Staff publicly noticed a Request for Qualifications ("RFQ") for Professional Services of a qualified firm capable of providing planning assistance for rescinding the Authority's Development of Regional Impact (DRI) (Ordinance No. 21-05) and amending its zoning approval (Ordinance No. PDMU-99-07(G)(R7) with Manatee County and replacing it with a Manatee County General Development Plan (GDP). Two firms submitted their qualifications, and both firms were deemed by staff to be qualified and will present to the Authority's Board.

NARRATIVE: The Sarasota Manatee Airport Authority (SMAA), henceforth referred to as "Authority", is seeking professional planning services to assist in rescinding the Authority's DRI (Ordinance No. 21-05) and amending its zoning approval (Ordinance No. PDMU-99-07(G)(R7) with Manatee County and replacing it with a Manatee County GDP. Williams Parker along with staff will be leading the effort for the Authority.

The selection of the professional firm shall be based upon qualifications, specifically the firm's experience on similar type projects in Manatee County, team organization, clear articulation of the project scope, and other factors unique to each firm. The two (2) proposing firms were short-listed by staff and are required to make a public presentation to the Authority's Board on November 27, 2023, at which time the Board will rank the firms. Authority staff will then be responsible for negotiating a contract for said services within the project budget.

The Authority shall have the right to review, comment upon and approve respective project components, decisions and documentation with respect to the contract including, without limitation, all concepts, plans and any other material amendments to the project.

In response to the publicly noticed Request for Qualifications RFQ-03-2023-GDP issued in October 2023, two (2) firms submitted responses. Both firms were determined by staff to be qualified to complete the planning effort.

Kimley-Horn and Associates
1800 2nd Street, Suite 900
Sarasota, Florida 34236

Stantec Consulting Services, Inc.
6920 Professional Parkway
Sarasota, Florida 34240

Each firm has 10 minutes to complete their presentation.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority rank the two qualified vendors. Staff also requests authorization to prepare all documents necessary to implement this action. Staff will negotiate scope and fees and will present to the Board for approval at the next Board Meeting.

Attachments: Short-list Firm Submittals

REQUEST FOR QUALIFICATIONS FOR *RFQ-03-2023-GDP*

MANATEE COUNTY GENERAL DEVELOPMENT PLAN/MASTER DEVELOPMENT PLAN

Letter of Interest

November 8, 2023

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

RE:* Professional Planning Services To Assist In Preparation Of A Manatee County General Development Plan/Master Development Plan For The Sarasota Bradenton International Airport - *RFQ-03-2023-GDP

The ***Sarasota Manatee Airport Authority (SMAA)*** is seeking a professional planning services consultant for the rescission of the Authority's Development of Regional Impact (DRI) (Ordinance No. 21-05) and to amend its zoning approval (Ordinance No. PDMU-99-07(G)(R7) with Manatee County. *Kimley-Horn* had the privilege of serving the Airport Authority on both airside and land use matters since 2019 date, a relationship we value greatly. We have also served Manatee County on many planning, land use, and engineering projects since 2009, as part of a continuing services contract. Equally important is our relationship and valued collaboration with Sarasota Bradenton International Airport (SRQ) as it continues to grow. We have enjoyed our long-standing relationships providing services across a number of disciplines for projects including the Airport Land Use and Zoning Code Updates and more recently projects for Manatee County;

- ***Currently, providing a Countywide review and Update of the Comprehensive Plan known as Inspire Manatee***
- ***Alum Dewatering Facility***
- ***Project Innovation (fka Musgrave property)***
- ***Southwest TIF Marketing Graphics (Opportunity Knocks)***
- ***Parks, Recreation, and Open Space Master Plan***
- ***Southwest TIF - Commercial Corridor Analysis***



This relationship has not been limited to just planning and (re)development but Kimley-Horn has worked on a variety of projects (parks and recreation, utilities/infrastructure, etc.) within the community. We understand the potential opportunities SMAA and the County faces, including continued growth, (re) development of transportation corridors connecting key drivers of the County, infrastructure delivery, and open space preservation. SRQ is a key economic hub with surrounding businesses/employment generating land uses. We understand the correlation of these factors, living and working in Manatee County as we have, provides unique insight into the daily and long-term needs of the County. We are excited to present our qualifications to SMAA for Professional Planning Services.

OUR LEADERSHIP TEAM, led by *Kelley Klepper, AICP*, has been augmented with additional resources including *Philip DiMaria, AICP, CNU-A* as Deputy Project Manager. Kelley is one of Kimley-Horn's leading resources for DRIs across the state of Florida including, Black Creek in Jacksonville, Butler Plaza in Gainesville, Posner Park and Resorts International in Polk County, Heritage Harbour in Manatee County, North Port which includes an original plan with an amendment in 2023, and the Sarasota County Interstate Business Center (SCIBC) Rescission. Philip, formerly worked as a planner for Manatee Counties Planning Department. Combined they bring over 20 years of planning and land use expertise working in Manatee County. Additionally, our team includes *Jared Moreng, P.E.* due to his support and knowledge of SRQ, having worked directly with SRQ staff in a consultant capacity over the last several years leading projects directly correlated to the growth of SRQ. All three team members have been working together in this community, building and maintaining the SMAA, SRQ and County's trust and confidence across multiple departments and divisions. Working in Manatee County during this time for a number of public and private sector entities on these projects gives this team a keen sense of understanding of not only the processes involved but also the stakeholders necessary for consensus on this project.

As a team, we are dedicated to strengthening this strong partnership and continuing to exceed your expectations. Kimley-Horn is best positioned to serve as your Planning Professional for the DRI Rescission consultant for the following key reasons:

REQUEST FOR QUALIFICATIONS FOR *RFQ-03-2023-GDP*

MANATEE COUNTY GENERAL DEVELOPMENT PLAN/MASTER DEVELOPMENT PLAN

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Quick Facts

- Founded in **1967**
- More than **7,500** employees
- **140+** offices
- Full-service **planning** and **aviation** consultants

Honors and Awards

- In 2023, Engineering News-Record ranked Kimley-Horn **#9** of Top 500 US Design Firms, **#5** of Top 100 Pure Design Firms
- In 2023, Fortune Magazine ranked Kimley-Horn to list of "The 100 Best Companies to Work for" for our **17th** year in a row."
- In 2023, Engineering News-Record ranked Kimley-Horn **#5** for airports and **#7** for transportation

1800 2nd Street, Suite 900,
Sarasota, FL 34236
941.379.7600

Kimley»Horn

WE KNOW SRQ AND MANATEE COUNTY and have once again assembled a team for this contract of outstanding seasoned planners and design professionals who understand the unique needs of Manatee County and SRQ and how this is relational to the necessary revisions anticipated to SMAA's DRI (Ordinance No.21-05) and the anticipation of amendments necessary to the County Zoning and the accompanying General Development Plan (GDP) or Master Development Plan (MDP). Our team's experience and depth of knowledge for both the GDP and MDP including the large project development standards required as part of the County's Land Development Code process. We understand SRQ's desire having been associated with the most recent changes to the Land Use and DRI elements within the City of Sarasota (adopted November 6, 2023) through our involvement with the Innovation Green portions of the Airport. We also know and have developed a strong bond with SMAA's legal counsel, Mr. Charles D. (Dan) Bailey, Jr., as Kelley has had the privilege of working with Dan for his entire Kimley-Horn career covering the past 18 years. Kelley considers Dan to be not only a trusted and knowledgeable legal counsel but also a mentor.

OUR FULL-SERVICE RESOURCES will be made available to provide the Authority staff with support to identify, understand, and refine the project and prioritize an effective approach to the plan modification. We have worked diligently on projects within the community and the State that match up to the requirements and services requested as part of your RFQ-03-2023-GDP. Our experience also includes traffic/transportation planning studies, neighborhood plans, visioning, and charrettes. We offer you a team willing to broaden our diverse experience throughout Manatee County. Kimley-Horn's in-house experts are well versed with the planning services and processes requested under this contract and can provide technical support and expertise in the areas required.

Our people are the principal reason so many of our clients choose to select Kimley-Horn again and again. The experience and approach of our staff is what makes working with us a better experience. Our people become your team—a virtual extension of your staff. We understand the needs of this team comprised of SMAA and Manatee County, the critical stakeholders, and the community's desires and sensitivities. Our process and deliverables will focus on tailored solutions that respond to this RFQ — fully integrating with the vision of the future land development.

We share this commitment and pledge to provide you with value, attentiveness, dedication, and availability to meet the requirements of this contract. We look forward to working through the selection process and trust the information provided in this package demonstrates our experience.

Sincerely,

Kimley-Horn and Associates, Inc

B. Kelley Klepper, AICP
Project Manager/Main Point of Contact
941.379.7673
Kelley.klepper@kimley-horn.com

Philip DiMaria, AICP, CNU-A
Deputy Project Manager
941.379.7636
Philip.dimaria@kimley-horn.com

** As Vice President, Kelley Klepper, AICP has full authority to sign on behalf of Kimley-Horn and bind the firm.*

A. Experience with Similar Airport Projects

Kimley-Horn has been working directly with Manatee County since 2009 providing planning services across several ranging from Comprehensive Plan reviews and analysis, code updates, parks master plans and publicly initiated land use (comprehensive plan and rezoning) projects, corridor/land use analysis, marketing materials, complete streets, utility master plan and infrastructure updates. Included in this experience is an original Evaluation and Appraisal Report which was completed in 2010.

Kimley-Horn's comprehensive planning and land development code professionals have assisted similar planning departments with planning, DRI's and DRI rescissions and land development code updates with similar growth within their communities as evidenced in the table below.

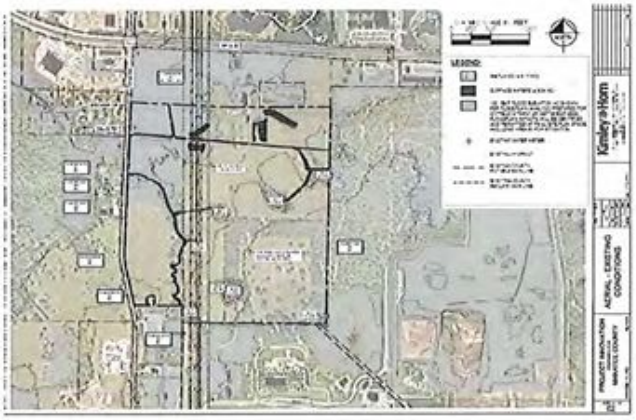
SIMILAR/RELEVANT PROJECTS	DRI & DRI-R	AIRPORT LAND-USE	COMPREHENSIVE PLAN AMENDMENTS	REZONING	LARGE SCALE MASTER PLAN/ PD-MU/PD-PI
Sarasota County Interstate Business Center	✈			✈	✈
Butler Plaza	✈		✈	✈	✈
FLL Master Plan and Updates	✈	✈			
North Port Gardens	✈			✈	✈
Project Innovation (fka Musgrave Property)			✈	✈	✈
Manatee County Airport Land Use and Zoning Regulations		✈	✈		
FIT			✈	✈	✈

The following is a summary of the above noted projects

1. PROJECT INNOVATION

Manatee County requested the approval of a concurrent rezone and comprehensive plan amendment, including a previously defined GDP for the property generally referred to as "Project Innovation." Kimley-Horn assisted SRQ's team via the lease holder of a portion of the property. The program for included;

- A Rezone from A-1 to Planned Development-Mixed Use (PD-MU) (159.49 acres)
- A large-scale Comprehensive Plan future land use map amendment from UF-3 to Mixed Use (MU) of approximately 98.6 acres.
- A GDP which allows for a mixed-use development including a maximum development for Residential, Commercial and Light Industrial space.



This was appoved by Manatee County.

Client Contact: Robert Wenzel, Division Manager and County Zoning Official, Manatee County, 941.748.4501 Ext. 6845, robert.wenzel@mymanatee.org

Team Members working on this project: Kelley Klepper, AICP, Trenton Strackbein, P.E., Ryan Hoppe, P.E., Molly Williams, P.E., Ronnie Van Fleet, PWS

2. AIRPORT LAND USE AND CODE UPDATES

Kimley-Horn was selected to provide Airport Zoning Standards as needed by SRQ. The review included Zoning of the Manatee County Land Development Code specific to Airport Zoning (Section 403.2 Airport Impact Overlay District) and the Comprehensive Plan. Kimley-Hom provided review of land uses permitted, prohibited, and those requiring special consideration as it related to FS333, and FAR Part 77. Kimley-Horn also reviewed the SRQ - Airport Zoning Regulations for consistency with County Code. Kimley-Horn provide a list of existing code and comprehensive plan policy provisions suitable for amendments to avoid potential internal code conflicts, ease future administration of the code, identify opportunities to support the County's efforts and for application of standard-practices In the areas of zoning, site development and preparation of regulatory district standards which were based on the Airport Zoning Regulations. The County's existing zoning districts and recommendations for amendments included those areas within the Airport Impact Overlay District. Public hearings were included as well as the development of the revisions in matrix and memorandum formats. This project included Airport Zoning Mapping, FS333 Mapping and Part 77 maps. Additional map amendments were included as part of this process.

These changes were approved by SMAA, SRQ and Manatee County.

Client Contact: Lisa Wenzel, Planning and Zoning Division Manager, Planning and Development Services Department, Sarasota County Government, 1660 Ringling Blvd. Sarasota, Florida 34236, 941.237.0015, lwenzel@scgov.net

Team Members working on this project: Kelley, Klepper, AICP

3. SOUTHWEST DISTRICT - TIF COMMERCIAL CORRIDOR LAND USE ANALYSIS

This project includes review and analysis of properties within the study area specifically reviewing properties zoned as Planned Development (PD) including the subdistricts listed in the Land Development Code Section 402.1.B.The study area is based on the "Manatee County Southwest District (SWD) Market Assessment" ("Assessment"), primarily those areas identified per the "SWD Nodal Assessment" with secondary (subsequent) assessment of the properties along the major corridors as identified by the Assessment. Kimley-Horn was tasked with identification of the properties based on zoning and future land use designations, acreage, and where available, existing land use including use and density/ intensity. The project included GIS Mapping, and a Findings/Summary Technical Memorandum. A sub-set of the analysis includes / identifies vacant lands and underdeveloped properties in the study area and their corresponding future land use designation and zoning. Kimley-Horn utilized this information to identify the potential development that could occur on the vacant parcels based on maximum allowable density and intensity standards as adopted by the County. The project also included an infrastructure analysis along with public outreach.

These changes were approved and adopted by Manatee County.

Client Contact: Che Barnett, Interim Economic Development Manager, 941.748.4501 Ext. 3427, che.barnett@mymanatee.org

Team Members working on this project: Kelley, Klepper, AICP, Philip DiMaria, AICP, CNU-A

4. SRQ GATEWAY CENTER DRI-INNOVATION GREEN FOR KAPSTONE HOLDINGS, LLC

Kapstones Holding, LLC. requested Kimley-Hom to assist in the preparation of the rezoning of certain properties within the SRQ Development of Regional Impact (ORI). SMAA is currently processing a rezoning of certain lands owned by SMAA; however, the area now known as "Innovation Green" was not included for lands controlled by the Client. As such, Kimley-Horn's client Kapstones Holding, LLC requested the preparation of the required rezoning application and supporting documents for a rezoning with amended development order stipulations. Kimley-Horn worked in close coordination with SMAA's legal counsel, Dan Bailey and their client to complete portions of the applications with SMAA for authorization/approval. Kimley-Horn prepared the required applications consistent with the City's Application Package Summary and the Amendment for Rezoning Ordinance 19-5280 for the Innovation Green site.



These changes were approved November 6, 2023 by City of Sarasota.

Client Contact: Lisa Wenzel, Planning and Zoning Division Manager, Planning and Development Services Department, Sarasota County Government, 1660 Ringling Blvd. Sarasota, Florida 34236, 941.237.0015, lwenzel@scgov.net

Team Members working on this project: Kelley Klepper, AICP

5. FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT MASTER PLAN AND LANDSIDE UPDATE

Kimley-Horn was a key team member for the preparation of comprehensive master plan update for the Fort Lauderdale-Hollywood International Airport (FLL). Combined with a fluctuating economy and changing airline market trends, this master plan positioned the airport for long-term success and operational sustainability. We performed several efforts for study including:

- Situational analysis and airport visioning to identify the airport's strengths, weaknesses, threats and opportunities and to define a realistic long-term vision for the airport as well as specific strategic objectives to meet stakeholder and community needs.
- An assessment of the off-airport and regional transportation needs. The area is served by a network of major roadways including I-95, I-595/Port Everglades Expressway, US-1/Federal Highway, North State Road 7, and the Florida Turnpike. We identified the various transportation initiatives being pursued by FDOT and Broward County and integrated these into the long-term planning for the airport.
- An assessment of the terminal roadway system. This effort included an inventory, evaluation and recommendations related to the mid- and long-term capacity and operational efficiency of the access and terminal area roads as well as the passenger curbfront. Key issues involve integration with future terminal expansion, parking garage and rental car access and pedestrian safety.
- Demand/capacity assessment and identification of current and future requirements for air-cargo facilities, general aviation facilities, and support facilities. This effort included an extensive inventory of existing conditions and outreach to the various tenants and operators.
- Simulation modeling of the upper and lower terminal access roadways and all points of interface with airport parking garages, a consolidated rental car facility, ground transportation centers, and bus and taxi staging areas to mitigate increasing congestion and reductions in level of service for existing and future years and alternative layouts.

Client Contact: Will Castillo, Aviation Planning Manager, Broward County Aviation Department, 954.359.2291, wcastillo@broward.org

Team Members working on this project: Jill Capelli, P.E., Kelley Klepper, AICP



B. Team Organization

Founded in 1967, Kimley-Horn is one of the largest full-service, multidisciplinary engineering consulting firms in Florida. After 56 years, Kimley-Horn has more than 7,400+ employees in over 130+ offices nationwide offering a full range of consulting services to local, regional, and national clients. In Florida, there are more than 1,200 employees in 20 offices serving our clients.

ORGANIZATIONAL CHART

Sarasota Manatee Airport Authority



KELLEY KLEPPER, AICP
Project Manager



JARED MORENG, P.E.
Airport Liaison



PHILIP DIMARIA, AICP, CNU-A
Deputy Project Manager



JILL CAPELLI, P.E.
Senior Advisor

ENVIRONMENTAL ANALYSIS
Ronnie Van Fleet, PWS
Molly Williams, P.E.

DRAINAGE
Brian Ashby, P.E.
Trenton Strackbein, P.E.

TRANSPORTATION
Adam Gibson, P.E.

TRAFFIC IMPACT ANALYSIS
Christopher Hatton, P.E.

CIVIL/SITE ENGINEERING
Bill Conerly, P.E.

EXHIBITS/GIS MAPPING
Ryan Hoppe, P.E.

Subconsultants

SURVEY & MAPPING
Russell Hyatt, PSM
Hyatt Survey Services, Inc.

ARCHAEOLOGICAL AND HISTORIC
Amy Streelman
Janus Research

HOW THE TEAM IS STRUCTURED

We've structured the team with a diverse group of professionals whose experience includes both development and planning on and or adjacent to airports and specifically SRQ and Manatee County. Kelley Klepper's diverse experience in ***Manatee County and his understanding of Manatee County General Development Plan and Master Development Plan***, shows the right skills needed for this project. This expertise along with his 30 years of experience with DRI/DRI Recissions, FS333 comprehensive plan and code updates, the General Development Plan (GDP), and rezoning efforts broadens his understanding of recent and expected growth blended with a historical perspective. Additionally, we've brought the expertise of our partners in traffic engineering, drainage, wetlands mediation and atlas mapping specific to airfield locations, airfield planning, DRI and DRI rescission experienced planners and subconsultants. Each of our team members brings the type of experience needed for this project and demonstrates our ability to deliver a diverse team focused on a similar effort.

The team is similarly experienced with SRQ, Manatee County and current GDP processing. On the transportation and traffic side, our engineers have experience working with public and private development to address similar comprehensive planning and zoning/land development codes. They are equally versed in the process of amendments, Right of Way (ROW) constraints and entitlements with assistance from the planning team.



KELLEY KLEPPER, AICP – *Project Manager*

Kelley has over 30 years of planning experience and coordination of master planning and plan implementation, land use and entitlements planning, development-related issues, public policy, comprehensive planning, and zoning/land development codes. Kelley has also served as one of our firm's resources on municipal planning, DRIs and local development orders/modifications, development and land use strategies, public agency, and staff coordination. He is well-known to the planning community within Manatee and Sarasota Counties as a recognized expert in land use and development. Kelley was Kimley-Horn's project manager for the Professional Planning Services contract, Manatee County Evaluation and Appraisal Report (EAR), and has further assisted the County with peer reviews during the subsequent ***"How Will We Grow" initiative*** and the ULI review. He is currently the project manager for the Manatee County, countywide comprehensive plan update, the Alum Dewatering Facility Rezone and GDP amendments, the Project Innovation Comprehensive Plan, Rezone and GDP (large project standards), the . SW TIF Commercial Corridor land use analysis, and Opportunity Knocks - SW TIF Marketing and Graphics campaign, materials/brochure. Kelley is also a Manatee County resident and has raised his family in the community.



PHILIP DIMARIA, AICP, CNU-A

Deputy Project Manager

Philip has eight years of land use planning and urban design experience in Florida. He graduated from a Manatee County high school and is raising a family in the County as well. Philip's experience spans both public and private sector—both as an infrastructure planner for a quickly growing Manatee County community and as a consultant serving diverse communities through land development code updates, form-based codes, comprehensive planning, redevelopment planning, scenario planning and scenario analyses, multimodal transportation planning, and context sensitive urban design. Philip is a trusted advisor on numerous large scale, complex projects in Manatee County, Sarasota County, and the City of Sarasota.



JARED MORENG, P.E. – *Airport Liaison*

Jared is an aviation civil engineering professional with 14 years of engineering and management experience in airfield and aviation projects currently providing services as Project Manager for Kimley-Horn at SRQ. From concept to completion, Jared will lead the team with responsibilities including communication and coordination with SRQ staff, and technical aspects of this project from anticipating problems and developing creative solutions to implementing a comprehensive plan based upon respective outcomes. He specializes in project management, airfield civil design, development of construction phasing and sequencing, development of bidding and contract documents, and providing responsive, client-focused service at all stages of a project from inception to final closeout. In addition to his high level of familiarity with the design and bidding process for airport and FAA funded projects, Jared has served as a resident project representative and field engineer on numerous airfield pavement construction and rehabilitation projects. Jared has served as both lead airfield engineer and project manager for a variety of airport and airfield projects. His experience encompasses concrete pavement construction and rehabilitation, asphalt pavement construction and rehabilitation, airfield electrical infrastructure, NAVAIDs, safety area grading and drainage, airfield markings, and utilities.



JILL CAPELLI, P.E. – *Senior Advisor*

Jill is a senior engineer in Florida with extensive national expertise in the growth and management of airport facilities and a specialization in landside analysis, traffic engineering and transportation modeling/planning. She has over 23 years of experience using multimodal simulation modeling, intersection analysis, stop controlled warrant analysis, and training in simulation software, including supporting more than 15 airports across the country with these services. Some of Jill's key projects include surface transportation modeling of the on-airport systems at Fort Lauderdale-Hollywood International airport and St. Pete Clearwater international Airport. She is also well-versed in pedestrian simulation

for terminal planning and is a leading user of Kimley-Horn's Advanced Land-Transportation Performance Simulation (ALPS) computer modeling and analysis program suite. ALPS allows for creation of simulations encompassing the various pedestrian and vehicular movements within a multimodal transportation environment. For airports, the ALPS model is demand driven, with activity generated based on the airport flight schedule and air passenger activity.



ADAM GIBSON, P.E.

Transportation Project Engineer

Adam has 19 years of experience working on a wide range of transportation planning and traffic operations projects. His principal areas of practice include performing regional and local traffic impact analyses, corridor analyses, access management studies, trip generation calculations, trip distribution (using FSUTMS modeling software) and assignment, intersection and arterial analyses, and signal warrant analysis. For Manatee County Adam has provided services for several DRI Amendments and recissions including the Heritage Harbour DRI. For the City of Sarasota, Adam has served as project manager/ transportation engineer conducting a mini-corridor study along Jacaranda Boulevard, performing a signal warrant analysis of DeSoto Road and Tri-Par Drive, and organizing all field data collection for the bi-annual traffic monitoring services.



CHRISTOPHER HATTON, P.E.

Traffic Project Engineer

Christopher has 32 years of professional experience, including performing regional and traffic impact analyses, multimodal planning and evaluation analyses, Complete Street planning services, corridor studies, and circulation and parking studies. He has transportation planning and traffic engineering experience on dozens of public sector projects involving traffic/transportation engineering services and studies, signal system construction engineering and inspection, planning services, corridor studies, circulation and parking studies, concurrency programs, and capital improvement programs. Christophers transportation planning and traffic engineering experience is focused on dozens of public sector projects involving traffic/ transportation engineering services and studies, signal system construction engineering and inspection, planning services, corridor studies, circulation and parking studies, concurrency programs, and capital improvement programs in Manatee, Sarasota, and Hillsborough Counties.



BILL CONERLY, P.E. – *Site Civil Project Engineer*

Bill has more than 20 years of experience providing engineering, technical, and planning services to the private and public sector. Bill's expertise is in all aspects of development, engineering, and he has served as project engineer/project manager providing professional services for master planned communities, transportation, utilities, and school/institutional projects. Bill's specialized effort includes municipalities throughout Florida including Manatee, Sarasota, Polk, Lee, and Collier counties. As the project manager and district engineer for Sarasota National, a 2,400-acre, master planned community, Bill was responsible for all civil engineering of the project, including the Florida Department of Transportation (FDOT) signalization and turn lanes, U.S. Army Corps of Engineers (USACE) permitting, South West Florida Water Management Distric (SWFWMD) permitting, master water, wastewater, and roadway design. The Sarasota National project included a stormwater management system composed of 80 lakes and more than 1,000 acres of wetland preserve, an 80,000,000-gallon lined reclaim storage pond, seven lift stations and more than 17 miles of new utilities.



BRIAN ASHBY, P.E. – *Stormwater Drainage/Atlas Mapping*

Brian has 14 years of experience in civil engineering and project management for private- and public-sector and airfield land development projects, including utilities, site layout, stormwater, permitting, utility master planning, stormwater master planning, floodplain management, and water quality design. His experience with planning services incorporates site specific and efficient geometric layout that allows for minimal impact to the anticipated future development. Brian has extensive knowledge of permitting through various review agencies across Florida, including St. Johns River Water Management District (SJRWMD), SFWMD, the Florida Department of Environmental Protection (FDEP), FDOT, the Federal Emergency Management Agency (FEMA) and various other municipal entities. He provides Master Drainage Analysis engineering services for the master planning of the large airfield and sites undeveloped for future buildout of both aviation and non-aviation uses.



TRENTON STRACKBEIN, P.E.

Stormwater/Drainage

Trenton is a civil engineer specializing in land development with more than nine years of experience. He has wide-ranging design, permitting, and construction administration experience on private and public-sector projects. He is an expert in the design of stormwater management infrastructure and public utilities. He has permitting experience with SWFWMD, Manatee County Planning and Public Works Departments, Sarasota County Development Services, and the City of North Port Planning Department.



RONNIE VAN FLEET, PWS

Environmental Analysis–Wetland/ Habitat/Mitigation

Ronnie will serve as the environmental project subject matter expert and is a Professional Wetland Scientist with over 35 years of experience with an excellent record of accomplishment with various public-sector clients. His experience includes managing projects with monitoring, maintenance, land management, and permit compliance for lakes, stormwater facilities and ponds, littoral zones, wetlands, mitigation sites, and natural areas. His broad range of monitoring experiences includes mitigation site monitoring, plant identification, water quality monitoring, environmental site assessments, habitat characterizations, aerial photo interpretation, listed species permitting, wildlife and fisheries studies, water use permitting, wellfield monitoring, PD&E studies, statistical analysis, and report writing. His natural resource expertise includes wetland restoration, mitigation design, water resource management, exotic plant management, prescribed burning, wildlife and fisheries management, and lake, wetland, and upland habitat restoration. Ronnie is supported by over 30 environmental scientists who assist with various aspects of water resource and infrastructure projects in Florida.



MOLLY WILLIAMS, P.E.

Stormwater/Environmental Analysis

Molly has 28 years of experience, including stormwater management, financial and operational analysis, FEMA support, needs analysis and implementation planning, emergency management and response, transportation planning, roadways, and bicycle/pedestrian studies. Her stormwater management project experience on the West Coast of Florida includes Whitaker Bayou Alternatives Analysis, Dona Bay (Phase 1), South Venice Waterway Restoration, the Catfish Creek Stormwater Master Plan, and the Colonial Gables, Ridgeword, and Crestridge Stormwater Infrastructure Refurbishment Programs.



RYAN HOPPE, P.E. – *GIS Site Planning/Exhibits and Graphics*

Ryan has 13 years of diverse engineering experience. He has served as civil engineer on both large- and small-scale projects throughout Manatee County. Ryan's experience includes assisting with civil engineering design elements, GIS and atlas mapping, design of water and wastewater utility systems, permitting, and providing utility coordination services. Ryan has direct experience with regulatory programs of agencies and local municipalities including SWFMD, FDOT, and USACE.

Subconsultants

HYATT SURVEY SERVICES, INC. (DBE/WBE) – *Survey and Mapping Services*

Hyatt Survey is a full-service woman-owned surveying and mapping company with a professional staff possessing extensive multi-faceted surveying experience. Their work history includes clients such as the USACE, FDOT and SFWMD in addition to Hillsborough, Manatee, Sarasota, and Charlotte Counties. Hyatt Survey Services is a certified WBE/MBE with the State of Florida Office of Supplier Diversity as well as a certified DBE with the Florida Department of Transportation. Hyatt has extensive experience in providing surveying and mapping services to Kimley-Horn at various airport authorities, such as SMAA, St. Pete/Clearwater International Airport, Punta Gorda Airport, and more. Hyatt has been providing professional surveying services throughout the state of Florida for more than 18 years for municipal, commercial, and private sector clientele.

JANUS RESEARCH (SBE) – *Archaeological and Historic*

Janus Research is the cultural resources management firm to call when challenges are great and fast solutions are needed. Janus offers the full range of traditional cultural resource management, Section 106, Chapter 267, F.S. and Chapter 872.05, F.S. compliance services for all market sectors throughout Florida. With Janus Research, the Authority can count on their trusted experienced professionals to be hands-on in helping anticipate and navigate the unique Florida permitting and regulatory environment. Established in 1979 in direct response to Section 106 of the National Historic Preservation Act of 1966, Janus Research represents one of the first Cultural Resource Management (CRM) firms in Florida.

C. Approach

Sarasota Manatee Airport Authority (SMAA) has anticipated the recent and future growth for the Sarasota Bradenton International Airport and is seeking to rezone nearly 89 acres of airport property located in unincorporated Manatee County. This growth and continued recognition as an economic hub for direct and indirect aviation related industries, combined with the State's initiatives and statutory changes to allow for the rescission of Development of Regional Impacts (DRI). We recognize that overlapping and redundant requirements can hamper local development initiatives and responding to tomorrow's needs today will allow for the rescission of SRQ's development of regional impact status and institute the proposed changes into the Manatee County General Development Plan for the airport. This process allows the airport to work directly at the local level. SMAA recently was approved for a similar "ask" through the City of Sarasota who was also party to the Airport's DRI (this request was granted on November 6, 2023).

Effective April 9, 2018, the statutory provisions in Chapter 380, Florida Statutes, related to DRI were amended to eliminate the review process regarding changes to existing DRIs.

Amendments to development orders for existing DRIs will now be considered by the local governments that issued the development orders, without state and regional review, pursuant to their local development review procedures.

The process envisioned by the Airport Authority and its legal counsel is straight-forward and generally includes two key processes – the rescission of the current DRI and the amendment/update of the underlying Zoning and associated GDP (master development plan) including updates to the existing Development Order (DO).

GENERAL OUTLINE OF PROCESS(ES)

- **Kickoff Meeting**
  - Bi-Weekly Progress Meetings
- **Current DRI Evaluation & Entitlements Analysis/Development Strategy**
  - Includes Development Order amendments, GDP development (including allowable uses, design, and development standards, etc.
  - Also includes initial GDP development utilizing the standards of Large Development
- **Pre-Application / DRC Meeting with Manatee County** (an informal pre-application meeting) including coordination and introduction meeting with Office of the County Attorney and Director of Development Services
- Public/Community Workshop
- Pre-Engineering & Environmental Analysis including Field/Site Investigation
- **Development Strategy Review (Team: SMAA/KH)**
- **Application Preparation including Narratives, Mapping & GDP**
  - Development Narratives
  - Ordinance Modification/Development Order Update
  - Supporting narratives, graphics, and preliminary engineering studies (necessary for subsequent Site Plans)
- Application Submittal/Accela
- Completeness Review (30 days per Ordinance 20-06)
- Review, Update and Revise based on SMAA and Legal Counsel direction
- **Sufficiency Reviews (assumes two rounds of sufficiency)**
- **Coordination with County Attorney (initial and pre-BOCC Hearing)**
- **Planning Commission Presentation/Hearing**
- **Board of County Commissioners Public Hearings (assumed to be BOCC Land Use Hearings 1st Thursday of each month)**

KEY ISSUES

Our team's approach to plan updates and recissions as in the Manatee County General Development Plan/Master Development Plan for the Sarasota Bradenton International Airport revisions is streamlined and efficient—we review the current plan, review the plans that have been developed over time, identify the changes through a "road map," and apply our experience to develop a workable plan that is easy to read, understand, and, most importantly, to apply. This process has many potential outcomes, including tables that clearly identify policies, coupled with graphics to illustrate said policies. The approach will chart a path forward for the County and community, establishing ways to achieve broad-based public acceptance and a smooth transition from concept to implementation. Occasionally there will be timeline delays due to any number of unforeseen circumstances beyond any one person's control. To mitigate this, we build into the timeline extra days to stay on schedule. ***The key is to use a tried-and-true process that has produced successful results for numerous communities and projects, we will work with Manatee County broadly to address the needs of the SMAA and SRQ developing amendments that are forward-thinking and tangible.***

MEETING STANDARDS

Our understanding and approach include the guidance for meeting standards. We are experts on demonstrating the consistency of applications with the Code and Comprehensive Plan and addressing all 15 of the criteria identified within Section 342.4 of the Land Development Code. This includes specific subject matter as it relates to compatibility, changes in conditions, availability of infrastructure and impacts on existing infrastructure, impacts on the environment or historic resources, and others.

MANAGEMENT OF THE PROCESS

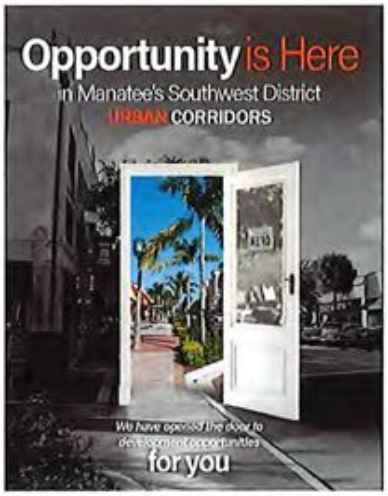
One of the keys to a project's success is the commitment and participation of team members in a coordinated manner. Our team's coordination efforts will be planned early in the project and followed up continuously through each task and phase of the project review process. Kelley will balance the coordination needed with clear-cut decisions to make progress and meet development deadlines set forth during project negotiations The hallmark of an effective project manager is frequent and direct interaction and coordination with the client. Kelley's ability to navigate the process with Manatee County and provide a accurate timeline of the approvals process. Throughout this assignment and regardless of the task, Kimley-Horn will provide proactive communication between Kelley and our partners at SMAA/SRQ to deliver a project that adheres to its schedule.

AVIATION PLANNING

Since the 1960s, our staff has provided planning, engineering, environmental, and surveying services for a large number of federally, state, and locally funded airport projects across the United States. Our experience includes comprehensive airport planning for similar clients; Volusia Aviation Planning Consultant services, Fort Lauderdale Executive Airport and Fort Lauderdale/Hollywood International Airport including environmental assessments, as well as development projects for airports throughout the state. We pride ourselves on our ability to provide comprehensive landside and airside services tailored to our clients' specific needs. Our track record also includes helping airport owners obtain approvals and/or grants from the Federal Aviation Administration (FAA) and state departments of transportation to approve and finance their airport planning/improvement projects. We are altogether familiar with the procedures and requirements of the FAA and other review and permitting agencies whose approval is required for construction of airport projects.

PREPARATION OF EXHIBITS

One of the hallmarks of our planning work has been to focus on the visual elements of the project. From our experience, we know the value strong images can have in communicating to communities and the stakeholders whose support is so important. Kimley-Horn strives to prepare documents (technical memorandums, reports, and grant applications) that can convey critical information in a highly accessible, eye-catching, and easy-to-read format for a wide range of audiences. We have a talented team of planners and graphic specialists to communicate vital information to County staff, SMAA and SRQ stakeholders, and in response to a public event. Our team shares the responsibility of preparing these documents to be responsive to the clients' needs. These documents have guided the successful planning, grant applications, and project implementation of similar planning projects.



ENVIRONMENTAL REPORTING AND MITIGATION



Kimley-Horn's staff of environmental scientists, biologists, ecologists, professional engineers, and hydrogeologists have experience planning and completing environmental impact surveys and assessments to understand and limit potential impacts from proposed activities on the State's valuable ecological and hydrologic resources. Our staff has conducted thousands of natural resource assessments for projects in Florida ranging from less than 10 acres to more than 20,000 acres. These studies include habitat mapping and assessment, baseline inventories, evaluation of wetlands and surface waters, as well as the potential for state and federal endangered and threatened species to occur on-site. We routinely apply the State Unified Wetland Delineation Methodologies (62-340 F.A.C.) and the US Army Corps of Engineers (USACE) Wetland Delineation Methodologies. We are also trained in the assessment procedures used most by the State and USACE such as the Wetland Rapid Assessment Procedure (WRAP) and Unified Mitigation Assessment Methodology (UMAM).

Kimley-Horn's environmental team led by ***Ronnie Van Fleet, PWS*** and integrated water/stormwater expert ***Molly Williams, P.E.*** have extensive experience providing wetland delineations, impact studies, Wetland Mitigation Reports, proposed changes to land development plans, and habitat assessments, planning and preservation. Both Ronnie and Molly have been working in Sarasota County at Dona Bay, designing a multi-phased project to help improve water quality in the Venice area and providing similar environmental services. Phase 1, completed in 2017, was six months ahead of schedule, and diverts freshwater stormwater runoff from the Cow Pen Slough to a new 100-acre deep-water storage area and then through two interconnected borrow pits totaling 170 acres. The final southern pond discharges to provide freshwater runoff for hydrological restoration for nearly 100 acres of wetlands downstream.

DRAINAGE MAPPING



Kimley-Horn's drainage engineering services include hydrologic and hydraulic modeling of existing and proposed stormwater conveyance system and design of storm sewers, green infrastructure BMPs, detention ponds, canals, culverts, hydraulic control structures, roads, levees, bridges, and lift stations. Our team has completed projects for various airports as well as public agencies that range in size from 1 acre to more than 130,000 acres. Our staff can review stormwater inventory, as-built data, and CCTV investigations and make recommendations. Our drainage engineer ***Brian Ashby, P.E.*** has extensive experience with Landside/Airside mapping for airports in Florida. Brian has prepared FEMA map revisions, floodplain analyses and permitting across the country and we have experts in XPSWMM, EPA SWMM, HEC-HMS, HEC-RAS and other state-of-the-practice software programs. Kimley-Horn also provides groundwater modeling services and environmental engineering, which allows our stormwater team to solve complex problems in creative ways.

MASTER TRAFFIC STUDY



Kimley-Horn has been involved in the development and application of traffic impact analyses (TIAs) for more than 30 years. The firm has conducted thousands of TIAs for projects of virtually all magnitudes and types, including mixed use, commercial, institutional, recreation, residential, industrial, and research developments. Our engineers and planners have also reviewed TIAs for local and regional agencies, developed impact analysis and impact fee systems, and trained public agency staffs in TIA review and computer modeling techniques. Typical goals and responsibilities during these studies include:

- Maximizing the efficiency and use of existing roadways to minimize additional costs

- Determining mitigation measures for adverse project impacts
- Assuring a workable project

Kimley-Horn's traffic engineering staff includes experts in many other relevant sub-disciplines of traffic engineering.

The Master Traffic Study will be performed by *Adam Gibson, P.E.* and *Christopher Hatton, P.E.* and will look at Manatee County and DRI specific areas within the planning areas. Traffic operations, traffic safety, and levels-of-service are key components in evaluating roadway networks and identifying areas for improvement, as well as those warranting further study. We take our latest analytical tools to translate these analyses into easy-to-understand language for public officials as well as stakeholders. Both Adam and Christopher have worked in Manatee/Sarasota Counties, are familiar with recent standards and assisted numerous municipalities with their development review and approval process.

BUILT-IN QUALITY ASSURANCE AND QUALITY CONTROL

We understand how important QA/QC is to the bottom line for everyone involved in a project deliverable. It is important to all stakeholders and Kimley-Horn to keep project schedules and budgets under control. If thorough QA/QC is not completed, it will result in extra effort on both sides for reviews and revisions. That is why we help ensure each task and deliverable undergoes a rigorous standard of care and review. *Jill Capelli, P.E.*, our Senior Advisor, will provide an additional tier of certainty during project delivery by assessing if the concepts and deliverables are feasible and offering alternative solutions, meriting further evaluation by the originating team.

Kimley-Horn has been at the forefront of integrating quality processes into the services provided by design professionals. Our in-house program, Continuous Quality Improvement (CQI), was implemented in 1993 and is a model for how consulting professionals can find incremental ways to improve services to clients.

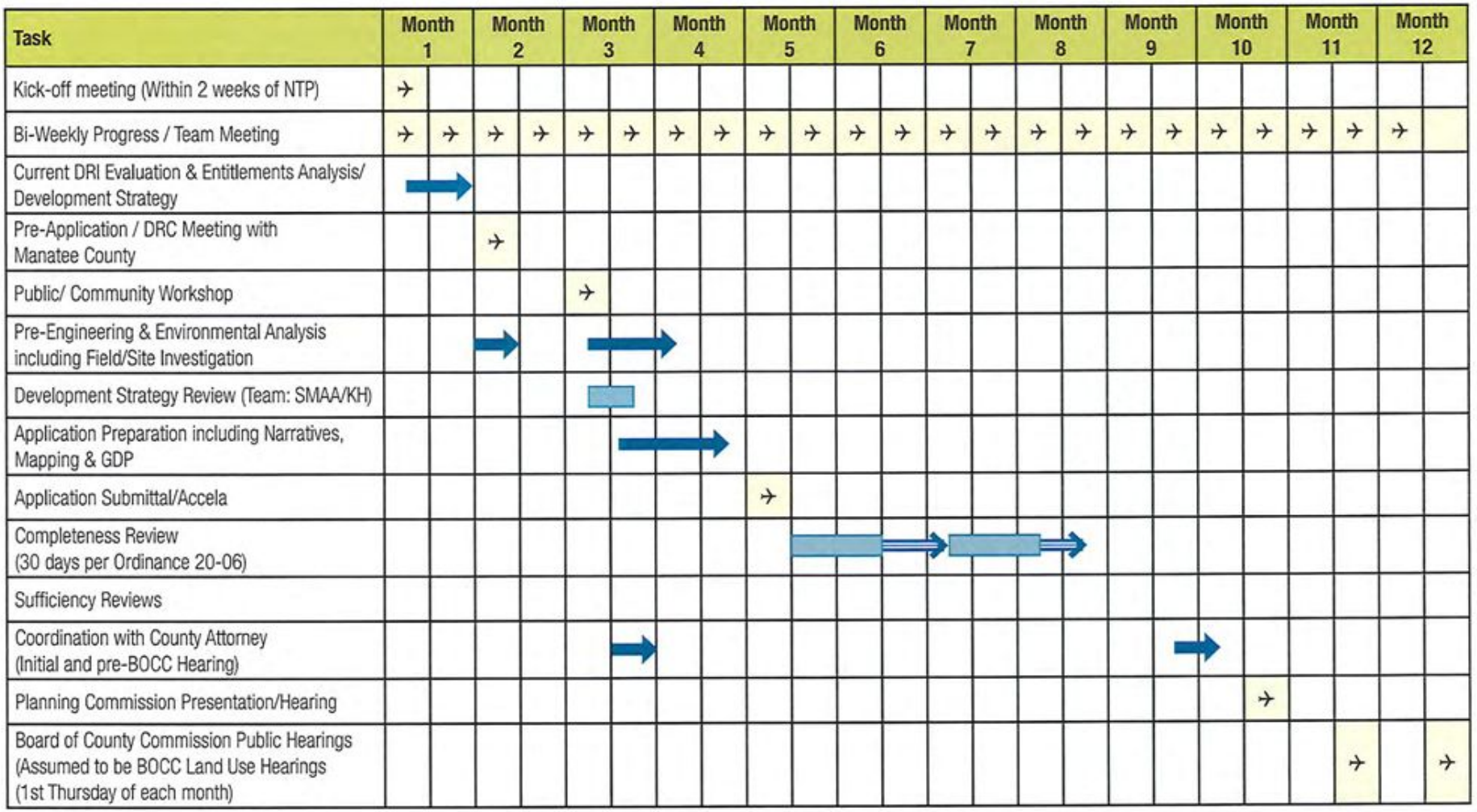
Kimley-Horn Quality Control is



TIMELINE FOR DELIVERABLES

At the beginning of every project, we map out a clear, concise, and achievable plan that will meet your project's goals and timeframes. This is accomplished through a specific formula derived to ensure quality, evaluate project-specific concerns, and actively communicate to ensure your project is moving in the right direction. We listen to your needs and expand on that information to provide informed guidance on critical decisions. We understand how critical communication is to the success of your projects. Every project originates with a kickoff meeting and includes SMAA project team, SRQ and Manatee County Planning and Development. We bring together project managers, key staff, technical experts, and other key stakeholders to vet out critical project goals, objectives, and "opportunities". Targeted stakeholders (in this case Manatee County staff and elected officials) provide consistent clarity with recent changes and preparation for upcoming amendments. Amendments to development orders for existing DRIs will now be considered by the local governments that issued the development orders, without state and regional review, pursuant to their local development review procedures. Our active communication with key stakeholders will allow us to identify any additional underlying potential conflicts and discuss how the project fits within Manatee County's objectives and goals before ever beginning any project. Once we have a complete understanding of the project objectives, we will craft our project schedule to meet each project's needs. A schedule will be established during the kick-off based on the client's timetable and dates for expected outcomes. This is an example of a schedule for the purposes of the proposal process only. We put some thought into this schedule as a starting point for developing the formal schedule.

PRELIMINARY SCHEDULE



D. Phone Interview

Communication is imperative to integrating the consultant team. Communication protocols and expectations will be articulated through conversation at the start of the project and continued through the amendments process, until completion. These conversations are invaluable in setting the stage for successfully executing the project once we are given notice-to-proceed. If the Authority chooses to conduct a phone interview, ***Kelley Klepper, AICP*** serving as Project Manager and ***Philip DiMaria, AICP, CNU-A*** Deputy Project Manager will be available to discuss their experience and the comprehensive approach to this project. Kelley and Philip, in conjunction, will serve as liaison with the Authority for the duration of this engagement. They will guide this endeavor and manage the project in its entirety, ultimately responsible for the services and deliverables our team will provide. They will both be available and accessible to SMAA to execute elements necessary to complete the Planning Services to prepare the Manatee County General Development Plan/Master Development Plan for the Sarasota Bradenton International Airport - RFQ-03-2023-GDP on time and within budget. Kelley and Philip are prepared to fully devote the necessary time and resources on this project.

E. Demonstrated Ability to Meet DBE/MBE/WBE Goal

Kimley-Horn is committed to involving disadvantage business enterprises (DBEs) and small, minority, and woman-owned business enterprises (SBE/MBE/WBE) firms for this project. Through corporate policies and philosophy, our firm strongly believes in the initiative to support diversity firms and continuously seeks to involve our minority subconsultants in meaningful roles. ***In 2022, Kimley-Horn used 772 DBE/MBE/WBE firms paying a total of $71.1 million with an overall DBE participation rate of 15.58%.*** We believe this speaks highly of Kimley-Horn's efforts to involve minority business enterprises in our practice.

For this Planning project, all of our subconsultants are certified DBE/MBE/WBE/SBE reflecting our commitment to assist in the development of minority businesses. Planning projects do not typically present opportunities to use DBE subconsultants however, we have chosen subconsultant services that we anticipate we will need. Kimley-Horn has strong relationships within this community and provides a committed effort to use our DBE subconsultants wherever possible. Our subconsultants will be performing specific services as related to this RFQ. We will be able to ensure ***our team can offer the Authority a working DBE goal for this contract.***

PLAN TO MEET DBE REQUIREMENTS FOR THIS CONTRACT

DBE SUBCONSULTANTS	AUTHORITY'S DBE GOAL (TBD)	KIMLEY-HORN'S ANTICIPATED DBE PARTICIPATION GOAL
Hyatt Surveying, Inc. (DBE)	3%	3-5%
Janus Research (SBE)	3%	1-3%

PAST EXPERIENCE EXCEEDING CLIENT'S DBE GOALS

NAME OF PROJECT	CLIENT NAME	OWNER'S DBE GOALS	KIMLEY-HORN'S ACTUAL DBE PARTICIPATION
DBE Utilization 2020-2021 Grades	Florida Department of Transportation (FDOT)	10.65%	17. 84% - 10.70%
Taxiway Bravo Rehabilitation	Sarasota Bradenton International Airport	9%	9+%
Airfield Rehabilitation FY 15, FY 16 & FY17	Hillsborough County Aviation Authority, Tampa International Airport	8%	30%
South Terminal	Greater Orlando Aviation Authority	20%	35%
South Terminal Complex Airfield Design	Orlando International Airport	20%	38%

F. Other Factors

Kimley-Horn has been serving Manatee County since 2009 on a variety of projects and more recently have completed and or are in the process of completing projects ranging from land use/entitlements, parks/master plans, complete streets/corridor plans, land use plans, utility plans (engineering/design), and roadways (engineering/design).

Since January 2020, we have had over 150+ projects coded as being in Manatee County, for the county and local municipalities. Additionally, Kimley-Horn has worked on or processed over 100 private sector applications within Manatee County ranging from Development of Regional Impact (Notice of Proposed Change/NOPC), Comprehensive Plan (Map and Text Amendments), Rezone, General Development Plan (new and or modified), Preliminary Development Plans, and Subdivisions. Our long-standing relationship with the County is at multiple levels, both public and private, with key members of our team working with the County on public sector projects (including publicly initiated development projects) as well as a significant number of private sector projects of varying degrees and complexities which gives us a keen understanding of the processes, timeframes, and members of the County review agencies.



In addition to relationships with Manatee County, Kimley-Horn values their relationship and past collaboration with SRQ. Kimley-Horn has a history of supporting SRQ by providing engineering and design services on a variety of critical, aviation projects. We understand you require a proactive consultant team and tailored solutions for airside efficiency, such as maximizing the use of creative designs, materials, and construction techniques to provide economical solutions while minimizing impact to airport operations. We are committed to serving as your trusted advisor and providing the highest level of service possible to ensure future prosperity.

Our experience gained from working at Sarasota Bradenton International Airport (SRQ) is instrumental to the success of this project, as is our knowledge of the unique challenges and opportunities SMAA is facing. As your consultant at SRQ we offer an in-depth experience in every aspect of the aviation environment—airspace, airside, landside, terminal, support facilities, cargo, off-airport access—and are familiar with your local/regional issues and initiatives. In short, our learning curve at SRQ is minimal.

RANGE OF SERVICES AND EXPERTISE

Kimley-Horn's Comprehensive Plan and Land Development Code Teams have assisted Manatee County and communities with both Comprehensive Plans and Code Updates. Our team's lead, Kelley Klepper, AICP, is known throughout Florida for his expertise in updating communities' comprehensive plans, land development/zoning codes and community redevelopment. Since 2005, Kelley has partnered with public entities such as Manatee County, City of Zephyrhills Community Redevelopment Agency, City of Wauchula, Hardee County, City of Venice and since 2015 the City of Maitland, City of Tavares, City of Sebastian, and the City of Auburndale to help shape their visions. His work in comprehensive planning and land development regulations spans the State of Florida, as well as codes across the Southeast, Kelley is committed to developing policies and codes that effectively integrate diverse environments from smaller communities with a targeted focus (i.e. historic) to county-wide plans with a range of urban, suburban, rural environments.

AVIATION PARTNERS

Kimley-Horn has been providing engineering and planning services at airports for more than 30 years. Whether it's runways, roadways, or parking, landside access or environmental studies, operations or technology, the firm's experienced professionals can develop innovative solutions you can rely on. From parking revenue control systems to simulations of curbside traffic and terminal passenger flows to pavement management/ maintenance, Kimley-Horn offers comprehensive airside and landside services to meet wide-ranging needs at airports large and small. Our staff also is familiar with the procedures and requirements of the FAA and other regulatory agencies whose approvals are required for construction of aviation projects.

Our aviation planners have executed projects for all types of airports throughout the state of Florida including Hillsborough County, Orlando International, Volusia County, and Fort Lauderdale–Hollywood International. Our experience has taught us that every airport is unique and that each has its own issues, opportunities, and constraints, and should be evaluated according to individual characteristics. This experience and our approach to this project exemplify our ability to assist SMAA in this important zoning update.

We have the unique ability to provide comprehensive landside and airside services tailored to our clients' specific needs. Our track record also includes helping airport owners obtain approvals and/or grants from the Federal Aviation Administration (FAA) and state departments of transportation to approve and finance their airport improvement projects. We are altogether familiar with the procedures and requirements of the FAA and other review and permitting agencies whose approval is required for construction of projects. Specific areas of Kimley-Horn's planning, design, and construction service expertise include:

- Site planning and master planning
- Airport/heliport licensing
- Local permitting approvals
- Infrastructure planning and design, including utility coordination
- Environmental permitting, assessment, and remediation
- Water and wastewater systems design
- Ingress and egress roadway networks
- Runway, taxiway, apron, and terminal design
- Paving and drainage design
- Airfield and taxiway lighting
- Airfield and terminal security systems
- NAVAIDS
- Pavement management systems
- Landscape architecture
- GIS mapping
- Construction observation
- Urban Air Mobilty

Appendix



B. Kelley Klepper, AICP.

Project Manager

Special Qualifications

- Has more than 30 years of planning experience in Florida, Kentucky, North Carolina, South Carolina, Georgia, Virginia, and Tennessee
- Extensive experience working with local government agencies, community redevelopment agencies, development and redevelopment projects, master planning and plan implementation
- Extensive knowledge of land and entitlements planning, comprehensive planning, development-related issues, public policy, funding coordination, urban growth boundaries and management, urban/rural design, mobility projects, form-based codes

Professional Credentials

- Master of Arts, Geography and Urban Planning, East Tennessee State University
- Bachelor of Science, Psychology, East Tennessee State University
- American Institute of Certified Planners, #014572
- American Planning Association (APA)
- Florida Planning and Zoning Association (FPZA)

Relevant Experience

- **PROJECT INNOVATION – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT, REZONE AND GDP (MANATEE COUNTY)** — Project Manager
- **SRQ GATEWAY CENTER DRI-INNOVATION GREEN FOR KAPSTONE HOLDINGS, LLC** — Project Manager
- **ALUM DEWATERING FACILITY – REZONE AND GDP (MANATEE COUNTY)** Project Manager
- **SOUTHWEST DISTRICT - TIF COMMERCIAL CORRIDOR LAND USE ANALYSIS (MANATEE COUNTY)** — Project Manager
- **MANATEE COUNTY AIRPORT LAND USE AND CODE UPDATES (COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE AMENDMENTS)** Project Manager
- **INNOVATION GREER (PORTION OF SMAA/SRQ LAND USE MODIFICATIONS INCLUDING DRI RECISSION – SARASOTA, FL** — Project Manager
- **FS333 COMPLIANCE/COMPREHENSIVE PLAN AND CORRESPONDING CODE AMENDMENTS: ST LUCIE COUNTY, CITY OF BELLE GLADE, POLK COUNTY, FL** —Project Manager
- **ST. LUCIE COUNTY AIRPORT CONNECTOR LAND USE PRE-STUDY INVENTORY REPORT, FT. PIERCE, FL** — Project Manager
- **BCAD ON-CALL AVIATION PLANNING SERVICES, BROWARD COUNTY, FL** Project Planner
- **SOUTHWEST DISTRICT - TIF MARKETING MATERIALS** — Project Planner
- **FDOT AVIATION OFFICE CONSULTANT CONTRACT (FS 333 UPDATES, LAND USE COMPATIBILITY GUIDEBOOK, STATEWIDE, FL** — Project Planner
- **SARASOTA COUNTY INTERSTATE BUSINESS CENTER (SCIBC) DRI ESSENTIALLY BUILT-OUT AGREEMENT (EBOA), SARASOTA COUNTY, FL** Task Manager/Project Planner
- **DRI - BLACK CREEK DEVELOPMENT OF REGIONAL IMPACT (SR 21/16), MIDDLEBURG, FL** — Project Manager
- **DRI - THE LANDING - HERITAGE HARBOUR, BRADENTON, FL** — Project Manager
- **DRI - BUTLER PLAZA NORTH APPLICATION FOR DEVELOPMENT APPROVAL (ADA), GAINESVILLE, FL** — Project Manager
- **MANATEE COUNTY PARKS RECREATION AND OPEN SPACE (PROS) MASTER PLAN, MANATEE COUNTY, FL** — Project Manager
- **MANATEE COUNTY EVALUATION AND APPRAISAL REPORT (EAR), MANATEE COUNTY, FL** — Project Manager
- **PREMIERE AT MAIN PLAZA, SARASOTA, FL** — Project Manager
- **INSURANCE AUTO AUCTIONS SPECIAL EXCEPTION AND SITE PLAN, MANATEE COUNTY, FL** — Project Manager
- **TERRA CEIA RECREATIONAL VEHICLE PARK REZONE, MANATEE COUNTY, FL** Project Manager

Kimley»Horn



Philip DiMaria, AICP, CNU-A

Deputy Project Manager

Special Qualifications

- Eight years of planning and GIS experience in Florida and Southeast U.S.
- Previously served as Special Projects & Infrastructure Planner for a Tampa Bay community
- Extensive knowledge of comprehensive planning and zoning, form based codes, redevelopment planning, planning for parks and open spaces, multimodal transportation, and urban design

Professional Credentials

- Bachelor of Science, Geography, Arizona State University
- American Planning Association (APA)
- American Institute of Certified Planners (AICP)
- Congress for New Urbanism (CNU)
- Florida Planning and Zoning Association (FPZA)

Relevant Experience

- **SOUTHWEST DISTRICT - TIF COMMERCIAL CORRIDOR LAND USE ANALYSIS** Project Planner
- **SOUTHWEST DISTRICT - TIF DELIVERABLES** — Project Planner
- **THE LAKES DISTRICT LAND DEVELOPMENT CODE, FL** — Project Manager
- **DRI – COOPER CREEK DEVELOPMENT** — Project Planner
- **CITY OF MONROE, UNIFIED DEVELOPMENT ORDINANCE (UDO) REWRITE AND ZONING MAP UPDATE, MONROE, NC** — Project Planner
- **FORM-BASED CODE PEER REVIEW, PINELLAS COUNTY, FL** — Project Planner
- **MANATEE COUNTY, FL** — Served as Special Projects & Infrastructure Planner
- **PINELLAS GATEWAY/MID-COUNTY AREA MASTER PLAN, PINELLAS COUNTY, FL** — Project Planner
- **SARASOTA BAYFRONT MASTER PLAN, SARASOTA, FL** — Project Manager
- **MANATEE COUNTY PARKS, RECREATION, AND OPEN SPACES MASTER PLAN, BRADENTON, FL** — Project Planner
- **CITY OF SEBASTIAN, COASTAL RESILIENCY PLAN AND COMPREHENSIVE PLAN UPDATES, SEBASTIAN, FL** — Project Planner
- **THE LAKES DISTRICT VISIONING AND LAND USE PLAN, AUBURNDALE, FL** Project Planner
- **CITY OF TAVARES COMPREHENSIVE PLAN UPDATE, TAVARES, FL** Project Planner
- **LEGACY TRAIL EXTENSION DESIGN, SARASOTA COUNTY, FL** Project Planner
- **ST. LUCIE COUNTY AIRPORT CONNECTOR LAND USE PRE-STUDY INVENTORY REPORT, FT. PIERCE, FL** — Project Analyst
- **CITY OF VENICE, COMPREHENSIVE PLAN, VENICE, FL** — Project Analyst
- **MARIE SELBY BOTANICAL GARDENS, MASTER PLAN AND PHASE I IMPLEMENTATION, SARASOTA, FL** — Project Analyst
- **LEE COUNTY LEHIGH ACRES MIXED-USE ACTIVITY CENTER (MASTER PLAN AND FORM-BASED CODE UPDATE), FORT MYERS, FL** — Project Planner
- **ZEPHYRHILLS DESIGN STANDARDS FOR COMMUNITY REDEVELOPMENT AGENCY, FL** — Project Planner
- **CITY OF MAITLAND COMPREHENSIVE PLAN, MAITLAND, FL** Project Planner
- **CITY OF VENICE LAND DEVELOPMENT CODE UPDATE, VENICE, FL** Project Planner
- **OKEECHOBEE COUNTY FUTURE LAND USE BUILDOUT AND POLICY RECOMMENDATIONS UPDATE, 2020, FL** — Project Planner

Kimley»Horn



Jared C. Moreng, P.E.

Airport Liason

Relevant Experience

SARASOTA BRADENTON INTERNATIONAL AIRPORT (SRQ) TAXIWAY BRAVO REHABILITATION, SARASOTA, FL — Project Manager. Taxiway Bravo at the Sarasota Bradenton International Airport (SRQ) is a full-length parallel taxiway to Runway 4-22. This project included the rehabilitation of the Taxiway Bravo pavements north of Runway 14-32, including various taxiway crossings and pavement tie in locations. The scope of work included asphalt milling at various depths, asphalt paving, airfield markings, and reconstruction of a portion of the concrete ramp pavements adjoining the taxiway. In addition, the Taxiway Bravo edge light system was upgraded with new LED edge light fixtures and a new home-run circuit back to the airfield electrical vault and included the installation of a new constant current regulator to maximize efficiency of the new edge light system. The project limits exist within a busy section of the airfield that is consistently utilized by the Rectrix FBO and other general aviation tenants at SRQ. As such, during the development of the project's construction phasing, close coordination with SMAA engineering, maintenance, and operations staff, as well as Rectrix management was essential to preserve access and usability of the Taxiway Bravo pavements to the greatest extent possible during construction.

SARASOTA BRADENTON INTERNATIONAL AIRPORT (SRQ) WEST APRON HARDSTAND EXPANSION AND EMPLOYEE PARKING LOT RELOCATION, SARASOTA, FL — Project Manager. Kimley-Horn was selected by the Sarasota Manatee Airport Authority to provide professional engineering services for design, permitting, bidding, and construction phase services for the West Apron Hardstand Expansion and Employee Parking Lot Relocation project at Sarasota Bradenton International Airport (SRQ). Design efforts included topographic survey, geotechnical exploration of the site, subsurface utilities investigations, and permitting through Southwest Florida Water Management District (SWFWMD), Manatee County, and Sarasota County. The project includes expansion of the concrete terminal apron at SRQ to include three new Aircraft Design Group (ADG) III parking positions, new on-ramp vehicle service roads to support ground-loading and fueling of aircraft, high-mast lighting, new jet blast deflectors, pavement markings, apron edge lighting, and airfield drainage infrastructure. Kimley-Horn utilizes AviPlan software in CADD to model all aircraft movements to ensure maneuverability and adherence to clearance requirements while maximizing economy and efficiency.

TAMPA INTERNATIONAL AIRPORT (TPA) TAXIWAYS E AND U REHABILITATION, TAMPA, FL — Airfield Civil Engineer. Taxiway E is a 75' wide by 3,200' long asphalt taxiway that primarily serves the FBO and MRO facilities. As Prime Consultant, Kimley-Horn delivered the design contract documents and construction administration services that provided for a nominal 2" mill and 2" asphalt overlay covering approximately 25,000 SY of surface. Rehabilitation also included the demolition of connecting taxiways to eliminate hot spots. This also required the reconfiguration of the taxiway's edge light and signage system. A significant design element included the exposure and structural investigation of twin 54" stormwater pipes installed 50 years ago.

PUNTA GORDA AIRPORT, REHABILITATION AND EXTENSION OF RUNWAY 15/33 AND ASSOCIATED TAXIWAYS, PUNTA GORDA, FL — Airfield Civil Engineer. Kimley-Horn provided professional consulting services for the rehabilitation and extension of Runway 15/33 at Punta Gorda Airport (PGD). The project included rehabilitation of the existing runway pavements, as well as extending the runway by over 600 feet to provide an overall runway length exceeding 6,000 feet. Jared's role in this project included development of pavement rehabilitation strategies, pavement designs, and construction phasing and sequencing plans. Coordinating and recommissioning of relocations of Runway 15/33's navigation aids (NAVAIDs) was critical in the overall program phasing approach and project schedule, and included close coordination with FAA for conducting flight checks for commissioning of NAVAIDs and publication of revised flight procedures for the lengthened runway.

Special Qualifications

- Civil engineering professional with more than 14 years of experience in aviation projects
- Specializes in project management, airfield civil design, construction administration on airfield projects, and high-quality client-focused service
- Focus areas include airfield pavement design, airfield geometric design, airfield grading and drainage, NAVAIDs coordination, development of construction sequencing and phasing plans and schedules, and production of contract documents

Professional Credentials

- Bachelor of Science, Civil Engineering, Colorado State University
- Professional Engineer in Florida, #81611
- Society of American Military Engineers (SAME)

Kimley»Horn



Jill A. Capelli, P.E.

Senior Advisor

Special Qualifications

- Has 23 years of experience of landside services including traffic engineering and multimodal transportation modeling/planning
- Specializes in use of the Advanced Land Transportation Performance Simulations (ALPS) for multimodal simulations
- Proficient with data analysis methods and applications
- Experienced with simulation modeling, intersection analysis, and training in multimodal simulation software

Professional Credentials

- Master of Science, Civil Engineering, University of Kentucky
- Bachelor of Science, Civil Engineering, U.S. Coast Guard Academy
- Professional Engineer in Florida, #62365
- Women's Transportation Seminar (WTS)

Relevant Experience

FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT MASTER PLAN UPDATE, FORT LAUDERDALE, FL — Project Manager. Kimley-Horn served for the preparation of a comprehensive master plan update for the Fort Lauderdale-Hollywood International Airport (FLL). This master plan positions the airport for long-term success and operational sustainability. We lead several master plan components including situational analysis and airport visioning to identify the airport's strengths, weaknesses, threats, and opportunities; an assessment of the off-airport and regional transportation needs; an assessment of the terminal roadway system; and demand/capacity assessment and identification of current and future requirements airport facilities. This effort included an extensive inventory of existing conditions and outreach to the various tenants and operators.

SARASOTA BRADENTON INTERNATIONAL AIRPORT - VARIOUS AVIATION CONSULTING SERVICES, SARASOTA, FL — Project Engineer. Over the past 10 years, Kimley-Horn has completed design and construction phase services for projects, including the Extension of Runway 14-32 and Taxiway Alpha; Taxiway Echo; Taxiway Juliet and Service Road Extension; Runway 14-32 Rehabilitation; Taxiway Alpha Rehabilitation; and Runway 4-22 Rehabilitation. Collectively, construction of those projects was completed 7% below the initial construction contract amount through a combination of careful monitoring during construction and working with the contractors to identify cost savings opportunities without sacrificing quality.

PINELLAS COUNTY, ST. PETE-CLEARWATER INTERNATIONAL AIRPORT, MASTER PLAN, CLEARWATER, FL — Project Manager. As a subconsultant, Kimley-Horn provided landside planning for the terminal access and curbfront roadways, parking, and rental car facilities in support of the terminal area master plan. The facilities studied include the terminal area curbfronts and access roadway, short- and long-term parking lots, economy parking, employee parking, and rental car facilities and parking. The study focused on documenting the existing landside conditions, assessing terminal and access roadways, and parking areas to identify congestion points, and develop improvements to mitigate the identified congestion points. For the rental car facilities, Kimley-Horn compared capacity and future demand and identify future requirements for terminal counters, booths, ready/return spaces, quick-turnaround (QTA) facilities, remote storage/maintenance, and access and traffic patterns for jockey trips.

OMAHA AIRPORT AUTHORITY, EPPLEY AIRFIELD TERMINAL AREA AND AIRPORT MASTER PLAN, OMAHA, NE — Lead Landside Planner. As a subconsultant, Jill performed landside planning services for the terminal area and airport master plan update for Eppley Airfield. This effort includes surface transportation traffic forecasting and analysis of on-airport and off-airport roadways and intersections, airport parking facilities, and the terminal curbfront. Nearly 20 different terminal, access roadway configuration, and parking facility alternatives were evaluated as part of the alternative's development process. Kimley-Horn also led the environmental overview process.

BCAD ON-CALL AVIATION PLANNING SERVICES, BROWARD COUNTY, FL
Project Manager. Jill leads a multifirm team providing planning support services for both Fort Lauderdale-Hollywood International Airport (FLL) and North Perry Airport (HWO). Jill led a detailed near-term study of the terminal access roadways, parking, curb operations, pedestrian/vehicle interaction, and ground transportation interface with roadways to identify near-term actions to mitigate growing congestion on the terminal roadway system at FLL.

Kimley»Horn



Brian S. Ashby, P.E.

Stormwater Drainage/Atlas Mapping

Special Qualifications

- Has 14 years of experience as a civil engineer
- Experience in civil engineering and project management for private- and public-sector land development projects, including utilities, site layout, permitting and grading, wastewater pump stations, horizontal directional drilling, areawide hydraulic modeling, wastewater force mains, finished water mains, wastewater pipeline rehabilitation, utility master planning, stormwater master planning, floodplain management, water quality design, and construction phase services.
- Extensive knowledge of permitting through various review agencies across Florida, including Volusia County, Saint Johns River Water Management District, the Florida Department of Environmental Protection (FDEP) and the Florida Department of Transportation (FDOT).
- Proficient in AutoCAD, AdICPR, PONDS, AutoCAD Storm and Sanitary Analysis, StormCAD, Hydraflow, and WaterCAD

Professional Credentials

- Bachelor of Science, Civil Engineering, Florida State University, 2009
- American Society of Civil Engineers (ASCE), Member
- Commercial Real Estate Development Association (NAIOP), Member

Relevant Experience

GREATER ORLANDO AVIATION AUTHORITY STORMWATER DRAINAGE ATLAS UPDATE CONSULTING SERVICES (W428) ORLANDO INTERNATIONAL AIRPORT, ORLANDO, FL — Project Manager. Kimley-Horn was selected to provide consulting services for the Greater Orlando Airport Authority's (GOAA) Stormwater Drainage Atlas Update in 2021. Services provided were Basin Delineation for existing basins to ensure each basin is representative of current existing conditions. Once the data collection effort was concluded, the information obtained was used to update the existing Orlando International Airport Drainage Atlas. Kimley-Horn used the existing AutoCAD files for the existing Drainage Atlas as the basis for the Drainage Atlas updates. The initial setup of the Drainage Atlas updates included reviewing the existing layout of the Drainage Atlas to understand if further detailed viewports were needed where new projects had occurred or where there was a significant amount of drainage information that warranted more detailed views of certain areas.

DAYTONA BEACH INTERNATIONAL AIRPORT (DAB), GENERAL CONSULTING SERVICES/SOUTH PARCELS DEVELOPMENT, DAYTONA BEACH, FL — Project Engineer. Kimley-Horn provides on-call services on an as-needed basis to the County of Volusia and Daytona Beach International Airport staff. These services are provided across all disciplines including civil engineering, aviation planning, architecture, cost estimating, environmental, and project management over the duration of the contract. Tasks included the South Parcels, a developed plan for future growth on a 300-acre site. The purpose of these services is to identify environmental and drainage/floodplain constraints and to complete the necessary engineering to obtain a conceptual permit through the Saint Johns River Water Management District (SJRWMD). The project included a stormwater master plan for the entirety of the South Parcels, development of a stormwater model in ICPR v4, preparation of the permit package for a Conceptual Approval Permit through SJRWMD, and mapping to accurately show what the future base flood elevations (BFEs) for the South Parcels would be under the proposed development plan.

FEMA FLOODPLAIN ANALYSIS AND MASTER STORMWATER CONCEPTUAL PERMITTING, ORLANDO INTERNATIONAL AIRPORT (OIA), ORLANDO, FL — Project Engineer. Kimley-Horn provided the services required to accurately revise the Flood Insurance Rate Map (FIRM) panels for the OIA campus, and update the master conceptual stormwater approval permit for the entire 11,000-acre campus. The updated FEMA FIRM panels more accurately reflect actual existing flood zones and establish new base flood elevations (BFEs). The tasks involved in this effort include the development of hydraulic analysis for FEMA CLOMR permitting, coordination with FEMA, the City of Orlando, and Orange County for historic documentation research, development of FEMA CLOMR and LOMR permit packages, establish BFEs, modify the existing FEMA FIRMs, updates and permitting of the conceptual approval permit through South Florida Water Management District, and development of conceptual stormwater and mass grading plans. The purpose of the master conceptual approval permit is to conceptually allow for planned future development to occur in specific areas within MCO.

ORLANDO INTERNATIONAL AIRPORT JETBLUE INFRASTRUCTURE ANALYSIS, ORLANDO, FL — Project Engineer. The Kimley-Horn team provided master development planning, utility and drainage infrastructure analysis and planning, and design services for the 48-acre development known as Area 1. The scope included utility capacity analysis for the buildout of the 48-acre site, including the future expansion of the JetBlue campus, retail, and office uses; drainage and floodplain analysis and modeling for the development, including the design of 1,400 linear feet (LF) of culverts to replace an existing drainage canal; and the design of two City of Orlando lift stations with approximately 1,500 LF of new forcemain.

Kimley»Horn



Molly Williams, P.E.

Stormwater/Environmental Analysis

Special Qualifications

- 28 years of experience
- Specialized expertise in stormwater management, financial and operational analysis, FEMA support, needs analysis and implementation planning, emergency management and response, transportation planning, roadways, and bicycle/pedestrian studies

Professional Credentials

- Bachelor of Science, Civil Engineering, University of Cincinnati
- Professional Engineer in Florida, #54281
- Member: American Society of Civil Engineers (ASCE)

Relevant Experience

BABCOCK RANCH COMMUNITY (INCLUDES MULTIPLE PHASES AND WATERSHED MASTER PLAN), CHARLOTTE AND LEE COUNTIES, FL— Project Engineer for the master development, design and environmental resource permitting of the surface water management system the +/-26 square mile development of regional impact. The goal of the development is to include several sustainable features including enhancing water quality, abating regional drainage issues, and developing the site in a socially responsible manner as to preserve much of the natural habitat. The site presently has obtained conceptual permitting through the SFWMD for the master stormwater management system, and approximately 900 acres have obtained construction and operation permits. The design of the surface water management system includes created wetlands, rain gardens, bioswales, an additional 50% water quality treatment, several water storage basins, control structures to enhance the hydroperiods of existing wetlands, and the addition of a conveyance to alleviate existing flow of SR 31 adjacent to the project. The water quality component of the community was recently featured on PBS NewsHour Weekend Edition hosted by Hari Sreenivasan.

IONA DRAINAGE DISTRICT CANAL H-7 DRAINAGE, PHASE 1, FORT MYERS, FL QA/QC Reviewer. Areas adjacent to the Iona Drainage District Canal H-7 experience flooding that does not meet the Level of Service for the area. Kimley-Horn is developing proposed alternatives including modification of a weir structure and the full analysis requires an integrated groundwater / surface water model to evaluate impacts. The initial portion or the project was the development of a local scale model using both the 1D and 2D ICPR Version 4 for the analysis of flood risk reduction projects. Data and parameters in an existing regional scale MIKESHE/11 model were used as the basis of the ICPR Version 4 model. Kimley-Horn coordinated with the Client, SFWMD, and FDOT to collect data concerning the existing drainage/stormwater management systems within the Iona Drainage District Canal H-7 watershed. This data included existing reports/ studies, roadway drainage plans, utility record drawings, permit fi les, topographic data, NRCS soils, land use, geotechnical reports, gauge data, NEXRAD data, and past flooding documentation available. Kimley-Horn analyzed the initial data gathered and identified data gaps and locations where additional survey and geotechnical data was required to create the 1D and 2D ICPR Version 4 model.

IMPLEMENTATION OF BMPS IN THE MCKAY CREEK WATERSHED, PINELLAS COUNTY, FL — Project Engineer. Kimley-Horn was selected to deliver a Preliminary Engineering Report (PER) to further evaluate Best Management Practices (BMPs) in the McKay Creek Watershed. The PER consists of a hydraulic and hydrologic model conversion, model refinement, and a feasibility study to evaluate the BMPs. Tasks completed include: a data collection, review, and data gap analysis; conversion of the ICPR4 model in accordance with SWFWMD's WMP Modernization Pilot Study; and an independent internal review of the model conversion to help ensure that workflows, results, and datasets were valid and guided by sound engineering judgment.

BOBBY JONES GOLF COURSE AND ENVIRONMENTAL PARK, SARASOTA, FL — Project Engineer and Grant Support. Kimley-Horn prepared the environmental permitting applications for the SWFWMD ERP and Florida Department of Environmental Protection (FDEP) 404 program. Staff also coordinated with environmental staff at those agencies to conduct site visits and help ensure the project complied with environmental regulations. Kimley-Horn also conducted the necessary protected species surveys, notably a bonneted bat survey because the project area lies within the United States Fish and Wildlife Services (USFWS) consultation area. Portions of the Bobby Jones Golf Course property were constructed on a landfill, which extends into the west end of 17th Street Park. Limits of the landfill were delineated through field testing, and groundwater sampling was performed. Kimley-Horn coordinated with FDEP for project requirements related to work adjacent to the landfill area.

Kimley»Horn



Ronnie Van Fleet, PWS

Environmental Analysis–Wetland/Habitat/ Mitigation

Special Qualifications

- Environmental scientist with 35 years of professional experience
- Environmental permitting expertise includes conducting wetland delineations, habitat and plant surveys, listed wildlife studies and permitting, and environmental resource permitting
- Experience includes mitigation site monitoring, wetland water use permitting, wellfield monitoring, wetland assessment procedure (WAP) monitoring, plant identification, water quality monitoring, environmental site assessments, habitat characterizations, aerial photo-interpretation, listed species permitting, and wildlife and fisheries studies

Professional Affiliations

- Master of Science, Fisheries and Aquatic Sciences, University of Florida, 1996
- Bachelor of Science, Wildlife Ecology, University of Florida, 1989
- American Public Works Association (APWA),
- Florida Association of Environmental Professionals
- Society of Wetland Scientists

Relevant Experience

SARASOTA COUNTY GOVERNMENT, BAHIA VISTA STREET MITIGATION SITE, SARASOTA, FL — Project Manager for the planting, maintenance, and monitoring of this mitigation site, designed to compensate for impacts associated with the Honore Avenue roadway impacts to wetlands. Sarasota County identified a mitigation site that was not meeting the Southwest Florida Water Management District Permit (SEFWMD) conditions by meeting the permitted success criteria for various reasons. The reasons included vandalism, drought, lack of maintenance, and poor site conditions. Ronnie was the Project Manager delivering the Remediation Plan, Maintenance and Planting Plan, and Monitoring, Reporting, and Agency Coordination. The project included obtaining permit compliance and agency sign-off.

SARASOTA COUNTY, CELERY FIELDS REGIONAL STORMWATER FACILITY (CFRSF) BEST MANAGEMENT PRACTICE (BMP) TREATMENT EFFECTIVENESS, SARASOTA COUNTY, FL — Project Sciencent. Upon completion of the final phase of their premier stormwater treatment and flood control facility, Sarasota County was required to demonstrate to the Florida Department of Environmental Protection (FDEP) that the stated pollutant load removal was being achieved. Ronnie was the project scientist in charge of data management and analysis for this two-year BMP study to quantify the effectiveness of the CFRSF in the treatment of stormwater runoff from the Phillippi Creek Basin.

FDOT HYDROBIOLOGICAL MONITORING OF THE EVERS RESERVOIR AND BRADEN RIVER, MANATEE COUNTY, FL — Environmental Scientist. The project involved conducting investigations of the Evers Reservoir (ER) and the tidal Braden and Manatee Rivers to characterize physical, chemical, and biological conditions. Ronnie served as a Project Scientist for a quarterly water quality monitoring and data reporting program involving two stations in ER and 10 sites in the tidal Braden and Manatee Rivers and has continued since 1992.

SARASOTA COUNTY HONORE AVENUE WIDENING FRUITVILLE ROAD TO 17TH STREET, SARASOTA, FL — Environmental Scientist. Kimley-Horn is leading the design and permitting for one mile of widening the existing road from a 2-lane section to a 4-lane urban arterial section with closed drainage. The project includes the addition of two through travel lanes, bicycle lanes, sidewalks on both sides of Honore Avenue, roadway lighting and landscaping. The existing one lane roundabout at Honore Avenue and Richardson Road will be widened to a 2-lane roundabout and the signalized intersection at Honore Avenue and 17th Street will be converted to a 2-lane roundabout. Stormwater facilities and drainage to accommodate the roadway improvements are also included in the design. Community engagement will be implemented near the 30% and 60% design progress level, two public meetings will be scheduled so that residents can view the plans for the road, speak with staff about the project and provide input.

CELERY FIELDS REGIONAL STORMWATER FACILITY CEI AND BMP EVALUATION, SARASOTA COUNTY, FL — Environmental Project Manager for Construction Engineering and Inspection (CEI) oversight of exotic/nuisance plant maintenance, planting, and monitoring for a 130-acre wetland/upland restoration project that is part of the Celery Fields Facility Expansion, a multi-use stormwater facility. This hydrologic restoration project included mitigation design and permitting responsibilities, semiannual monitoring and annual reports required by permits of the U.S. Army Corps of Engineers.

Kimley»Horn



Adam Gibson, P.E.

Transportation Project Engineer

Special Qualifications

- Has 19 years of experience working on a wide range of transportation planning and traffic operations projects
- Principal areas of practice include performing regional and local traffic impact analyses, corridor analyses, access management studies, roadway guide sign design, trip generation calculations, trip distribution (using travel demand modeling software) and assignment, intersection and arterial analyses, and signal warrant analysis and design.
- Software experience includes AutoCAD, Gerber, GuidSIGN, HCS, Synchro, SIDRA, LOSPLAN, and FSUTMS

Professional Credentials

- Master of Science, Civil Engineering, Clemson University
- Bachelor of Science, Civil Engineering, University of Tennessee
- Professional Engineer, 68409, FL
- Institute of Transportation Engineers (ITE), Member

Relevant Experience

DRI - THE LANDING - HERITAGE HARBOUR, BRADENTON, FL — Project Engineer. Planning and development of this envisioned as a 2,784-acre planned community, Heritage Harbour is comfortably nestled along the southern banks of the Manatee River, east of Bradenton in Manatee County. The project includes 5,000 residential units arranged as single-family detached, villa-style, and multi-family. A retail node, which will encompass 797,000 square feet of building space, is planned along three project entrances leading from SR 64 East. Golf courses and natural open space tracts will meander throughout the community and transition smoothly into residential neighborhoods. Although residential and retail remain the most predominant uses, the master plan includes 170,000 square feet for offices, hotels (300 rooms), an assisted living facility (600 beds), and a central park, as well as additional active and passive recreational areas.

BENDERSON'S THE MALL AT UNIVERSITY TOWN CENTER, SARASOTA, FL Project Engineer. Transportation planning for the 880,000 square foot mall and took it through the NOPC process for approval. The project started in 2004 (from a planning perspective) and was officially opened in October 2014.

HILLSBOROUGH COUNTY INTERSECTION IMPROVEMENTS PROGRAM (AKA HILLSBOROUGH COUNTY GENERAL ENGINEERING CONSULTING SERVICES), FL — Project Engineer. Kimley-Horn was selected to provide professional engineering services for the design of intersection improvements at nine locations in Hillsborough County's (in support of the County's intersection improvement program). To date, we have provided support for several different intersections, including Cedar Creek Boulevard at Henderson Road, Bullard Parkway at Sunnyside Road, Clayton Park at Vonderburg Drive, and North US 301 at the Fairground.

WINTER HAVEN TRAFFIC STUDY FOR NEW PUBLIC SAFETY COMPLEX, POLK COUNTY, FL — Project Engineer. Kimley-Horn completed a traffic study for the new Public Safety Complex in Winter Haven to satisfy the requirements of the FDOT Driveway Permit. As part of our Consultant Evaluation Summary from Polk County Facilities Management, Kimley-Horn received a perfect score of 100. Kimley-Horn prides itself on exceeding the expectations of its clients, and this type of performance exemplified that commitment, core competency, and technical excellence.

PORT AUTHORITY OF NEW YORK AND NEW JERSEY, NEWARK LIBERTY INTERNATIONAL AIRPORT TERMINAL A REDEVELOPMENT, NEWARK, NJ Project Engineer. Kimley-Horn was part of a multidisciplinary team that planned and developed a conceptual design (30 percent) for a new passenger terminal to replace the existing Terminal A at Newark Liberty International Airport. The project included a new three-story, 33-gate passenger terminal; associated Group V aircraft apron; new access road; and multistory parking structure. Kimley-Horn's role included various tasks associated both with airside and landside portions of the project including the design of the apron immediately adjacent to the new terminal building, tail of stand and head of stand apron service roads, passenger flow modeling through the use of ALPS, Kimley-Horn's proprietary pedestrian simulation flow model; design of 10 access road bridges; overall traffic engineering associated with new access road and new multistory parking structure; and an update to the intelligent transportation system (ITS) master plan. Of the 10 bridges, 5 of them are curved with radii of 265 feet to 400 feet. The substructure units include hammerhead and straddle piers to avoid utilities and roadway alignments below the bridges. The project was designed on a fast-paced, compressed schedule and followed all applicable Port Authority of New York and New Jersey standards.

Kimley»Horn



William Conerly, P.E.

Site/Civil Engineering

Special Qualifications

- Engineering manager with 30 years of technical experience and 21 years of professional experience
- Has expertise in all aspects of development, engineering, and the construction process including design, permitting, contracting, construction, and project management for a wide range of diverse projects

Professional Credentials

- Bachelor of Science, Agricultural Engineering, University of Florida
- Florida Professional Engineer # 57414
- National Society of Professional Engineers (NSPE), Member
- Florida Engineering Society, Member
- American Planning Association (APA), Member

Relevant Experience

SARASOTA NATIONAL COMMUNITY DEVELOPMENT DISTRICT (CDD), DISTRICT ENGINEER, FL — Project Manager. Kimley-Horn provided all civil engineering services for this 2,400-acre, master-planned community including: Florida Department of Transportation (FDOT) signalization and turn lanes, U.S. Army Corps of Engineers (USACE) permitting, Southwest Florida Water Management District (SWFWMD) permitting, master water, wastewater, and roadway design. The Sarasota National project included a stormwater management system comprised of 80 lakes and more than 1,000 acres of wetland preserve, an 80,000,000-gallon lined reclaim storage pond, seven lift stations, and more than 17 miles of new utilities.

SARASOTA NATIONAL, SARASOTA COUNTY, FL — Project Manager and District Engineer for Sarasota National, a 2,400-acre, master planned community, Bill was responsible for all civil engineering for the project, including the FDOT signalization and turn lanes, U.S. Army Corps of Engineers (USACE) permitting, Southwest Florida Water Management District (SWFWMD) permitting, master water, wastewater, and roadway design. The Sarasota National project included a stormwater management system composed of 80 lakes and more than 1,000 acres of wetland preserve, an 80,000,000-gallon lined reclaim storage pond, seven lift stations, and more than 17 miles of new utilities.

SARASOTA COUNTY BLACKBURN CREEK, FL — Project Engineer. Kimley-Horn is providing conceptual site and master planning for the project. Blackburn Creek is a walkable, mixed-use village-style community proposed to include approximately 1,568 dwelling units, 150,000 square feet of retail/office, and substantial open space system of preserved habitats and parks facilities. The project also includes a mixed-use village center, interconnected system of multimodal trails and neighborhood centers, and a 60-acre central park, amenity center, and regional lake. Kimley-Horn is also providing construction phase services.

GRAND PALM UTILITY MASTER PLAN, SARASOTA COUNTY, FL— Project Engineer. Grand Palm consists of 2,000 residential units situated on 1,000 acres in south Sarasota County. The project is the first "2050" plan approved by Sarasota County. The utility system included the design of four lift stations and approximately 14,000 feet of off-site 10-inch force main. The water and sewer systems were modeled using WaterCAD and SewerCAD, respectively.

ARTISAN TOWER HOTEL REDEVELOPMENT, SARASOTA, FL — Project Engineer. Kimley-Horn is providing professional engineering and landscape architectural services for this hotel redevelopment project, located adjacent to downtown Sarasota. This 1.4-acre hotel redevelopment project is proposed to include the removal of the existing structured parking to construct a new mixed-use tower. Additional project elements include a four-story parking garage and new Central Energy Plant. Specific services for this project include pre-design services, administrative site plan review, civil engineering design, permit applications, and enhanced landscape architectural design plans.

BOCA ROYALE, ENGLEWOOD, FL — Project Engineer. This project included the design of the infrastructure and stormwater management system for several residential pods totaling 115 units permitted and constructed and 213 units currently in the permitting process on the existing Boca Royale golf course and residential subdivision. The focus of the design was to alleviate existing flooding problems, layout and design of the water and wastewater utility system, and complete site layout reflecting the developer's concept. Following design, Kimley-Horn provided complete permitting with Southwest Florida Water Management District (SWFWMD) and Sarasota County Development Services. Oversaw construction of Units 7 through 10, including site inspections and agency certifications. During all phases of the project, Kimley-Horn was responsible for complete project management, including scheduling and account invoicing.

Kimley»Horn



Christopher Hatton, P.E.

Traffic Impact Analysis

Special Qualifications

- Has 32 years of professional experience, including performing regional and traffic impact analyses, multimodal planning and evaluation analyses, and Complete Street planning services
- Serves as project manager for a wide range of traffic planning and transportation operation projects

Professional Credentials

- Master of Science, Civil Engineering (Transportation), Georgia Institute of Technology
- Bachelor of Science, Civil Engineering, Georgia Institute of Technology
- Professional Engineer, #0048905
- Institute of Transportation Engineers (ITE)
- 2020 Tampa Bay Institute of Transportation Engineers (ITE) Transportation Professional of the Year

Relevant Experience

SARASOTA BRADENTON INTERNATIONAL AIRPORT - VARIOUS AVIATION CONSULTING SERVICES, SARASOTA, FL — Project Engineer. The Sarasota Manatee Airport Authority began moving forward with plans to extend runway 14/32 and parallel taxiway to optimize current operations and attract additional airlines and flights. The 2,500-foot extension was a necessary improvement to allow air carrier aircraft to depart fully loaded during times of hot temperatures. Kimley-Horn's services involved preliminary and final design, construction administration, special studies, and development review committee coordination between the Federal Aviation Administration, Manatee County and Sarasota County Development Review Committees, Manatee County, Sarasota County, and the Southwest Florida Water Management District. The project included earthwork, drainage, utility relocation, paving, airfield lighting and signage, relocation of ILS localizers, and modifications to MALSR systems and pavement marking. To minimize impacts on air carrier operations, Kimley-Horn established a phased construction schedule to avoid any air carrier flights being diverted to another facility. Services: Civil design, construction phase services.

DRI - THE LANDING - HERITAGE HARBOUR, BRADENTON, FL — Project Engineer. Traffic impact analysis for this envisioned as a 2,784-acre planned community, Heritage Harbour is comfortably nestled along the southern banks of the Manatee River, east of Bradenton in Manatee County. The project includes 5,000 residential units, a retail node, three project entrances leading from SR 64 East, golf courses and natural open space tracts that meander throughout the community and transition smoothly into residential neighborhoods. Although residential and retail remain the most predominant uses, the master plan includes 170,000 square feet for offices, hotels (300 rooms), an assisted living facility (600 beds), and a central park, as well as additional active and passive recreational areas.

US 41 CONCURRENCY STUDY, FL — Project Manager for Kimley-Horn team that conducted a detailed capacity analysis for US 41 in an effort to understand actual congestion conditions and appropriate mitigation measures. Charlotte County's 2007 Level-of-Service Map showed concurrency deficiencies for a 15-mile segment of US 41 between the Sarasota County Line and the City of Punta Gorda. The study initially included a review of existing transportation conditions on the corridor. The team then developed a p.m. peak hour Synchro network of 22 signalized intersections used to analyze existing intersection and roadway conditions. The Kimley-Horn team then evaluated policy options and implementation strategies to manage concurrency along the corridor. The study findings proved that in 2007, the existing US 41 operated at acceptable level-of-service during the p.m. peak period and that, through prioritized intersection improvements (immediate, short-term, and long-term), US 41 capacity could be enhanced for years to come.

PALMER RANCH DEVELOPMENT, SARASOTA COUNTY, FL — Deputy Project Manager. Full range of services including site civil and traffic engineering, roadway design, surveying, stormwater management, wetland restoration and mitigation, wildlife habitat preservation, permit coordination, and construction phase services. Palmer Ranch is an award-winning showcase project approved for 10,500 homes, 1.8 million square feet of office and light industrial space, and 1.5 million square feet of retail commercial facilities.

Kimley»Horn



Ryan R. Hoppe, P.E.

GIS Site Planning/Exhibits and Graphics

Special Qualifications

- Has over 13 of civil engineering experience
- Has provided utility coordination services; utility, sewer, and lift station design; permitting coordination with Florida water management districts; and design and permitting of water and wastewater utility systems
- Has served as project engineer on both large and small-scale stormwater management designs; is proficient in GIS and ICPR3/ ICPR4 modeling and permitting within Florida municipalities and Water Management Districts.

Professional Credentials

- Bachelor of Science, Civil Engineering, Virginia Tech
- Florida Professional Engineer #79400

Relevant Experience

SARASOTA COUNTY DONA BAY WATERSHED ENVIRONMENTAL RESTORATION, SARASOTA, FL — Project Engineer. The Dona Bay Watershed Environmental Restoration project involved design work to implement the results of the Dona Bay Watershed Management Plan. Kimley-Horn designed a 180-acre wetland restoration area, stormwater conveyance facilities from Cow Pen Slough to the Venice Minerals site, and a major water control structure. The second phase of the project included extensive ICPR modeling. Kimley-Horn's engineers and technicians developed several proprietary GIS tools specifically designed to automate the stormwater modeling process and generate the specific GIS deliverables required by Sarasota County, including easement acquisition.

BRADENTON DOWNTOWN DEVELOPMENT AUTHORITY RIVERWALK, BRADENTON, FL — Project Analyst. Kimley-Horn completed the master planning process for the 1.25-mile-long riverfront area in Bradenton known as the Riverwalk. Project services included master planning, civil and landscape architecture construction documents, grants/funding analysis, design development, stakeholder coordination, permitting, and construction phase services. The project has also included the facilitation of an extensive public involvement program to identify opportunities for enhancement to the existing Riverwalk, as well as features that would attract users to the waterfront (public art, Florida history garden, skate park, amphitheater, active/passive recreation, playgrounds, and interpretive/historical signage),and completion of the unanimously-adopted master plan.

DRI - SARASOTA COUNTY BLACKBURN CREEK, FL — Project Analyst. Kimley-Horn is providing conceptual site and master planning for the project. Blackburn Creek is a walkable, mixed-use village-style community proposed to include approximately 1,568 dwelling units, 150,000 square feet of retail/office, and substantial open space system of preserved habitats and parks facilities. The project also includes a mixed-use village center, interconnected system of multimodal trails and neighborhood centers, and a 60-acre central park, amenity center, and regional lake. Kimley-Horn is also providing construction phase services.

GRAND PALM LOWER MYAKKA RIVER WATERSHED MODEL UPDATE, SARASOTA, FL — Project Manager. Kimley-Horn completed the stormwater management design and construction phase services for a 1,000-acre master planned community in Sarasota, Florida. The project consisted of approximately 2,000 single-family units and associated infrastructure, as well as over forty (40) interconnected wetland and stormwater ponds. This system is directly upstream of the Myakka River and required significant floodplain mitigation incorporated into the design for development of the project. The team's tasks included a review of the existing Lower Myakka River watershed model, incorporation of inconsistencies into a revised existing conditions model, hydrologic and hydraulic design of the proposed stormwater management facilities for treatment, attenuation, and floodplain compensation, and inclusion of the proposed system into a proposed Lower Myakka River watershed model for permitting through Southwest Florida Water Management District (SWFWMD) and Sarasota County.

HUDSON BAYOU WATER QUALITY IMPROVEMENTS, SARASOTA COUNTY, FL Project Analyst. Kimley-Horn was selected to provide design services to implement water quality improvements at five locations in Hudson Bayou: • Oak Street and Ohio Place • Brother Geenan Way and Osprey Avenue • Lukewood Parkwe • Ringling Boulevard between US 301 and Lime Avenue (West Ringling Boulevard) • Ringling Boulevard between Lime Avenue and Euclid Avenue (East Ringling Boulevard) One additional project was included in the scope of services—the County parking garage on Ringling Boulevard. Potential services include preparing a set of construction plan using a local architect, MEP, and structural engineering staff to implement a low impact design testing facility within the garage.

Kimley»Horn



Trenton Strackbein, P.E.

Stormwater/Drainage

Special Qualifications

- Comprehensive experience permitting through the Southwest Florida Water Management District (SWFWMD) on residential, commercial, and public projects
- Extensive experience permitting through Manatee County Planning, Development, & Zoning on residential, roadway, and public-school projects
- Proficiency in stormwater design and watershed modeling using the Interconnected Pond Routing (ICPR) software, versions 3 and 4

Professional Credentials

- Bachelor of Science, Civil Engineering, University of Florida
- Florida Professional Engineer #86562

Relevant Experience

BOBBY JONES GOLF COURSE NATURE PARK CONCEPTUAL PLANNING (CIVIL & LANDSCAPE), SARASOTA, FL — Project Analyst. Kimley-Horn was selected by the City of Sarasota to provide a conceptual design for a park master plan based on commission direction to evaluate a reduction in the number of golf holes. Through extensive community engagement at public meetings and online surveys, 3 concept alternate plans were presented to the City Commission for review and approval. Kimley-Horn has provided civil engineering, environmental services, arboriculture services, contaminated sites management plan, and local, state, and federal permitting for the implementation of the project. The selected plan provides extensive nature and community benefits, with the first phase of construction underway, and expected completion in Fall 2023.

LEGACY TRAIL EXTENSION DESIGN, SARASOTA COUNTY, FL — Project Engineer. Kimley-Horn provided Sarasota County with trail design and related engineering and landscape architectural services for the Legacy Trail Extension project from Culverhouse Nature Park to Payne Park, as well as the North Port Connector trail from the east end of the pavement on Forbes Trail to Warm Mineral Springs Park. For these two segments, Kimley-Horn provided trail design and related civil engineering, structural/bridge engineering, bridge inspection, planning/landscape architecture, environmental assessment/permitting, stormwater management, utilities infrastructure, communication system, and community engagement services.

GRAND PALM UTILITY MASTER PLAN, SARASOTA COUNTY, FL, SARASOTA, FL — Project Analyst. Grand Palm consists of 2,000 residential units situated on 1,000 acres in south Sarasota County. The project is the first "2050" plan approved by Sarasota County. The utility system included the design of four lift stations and approximately 14,000 feet of off-site 10-inch force main. The water and sewer systems were modeled using WaterCAD and SewerCAD, respectively.

UIHLEIN ROAD AND RANGELAND PARKWAY IMPROVEMENTS, SARASOTA, FL — Project Engineer. Kimley-Horn is providing engineering, design, and construction phase services to the Lakewood Ranch Stewardship District on the Uihlein Road and Rangeland Parkway. The intersections of these two roads will be fully designed to the length of the side street left turn pocket to better define intersection geometry. Permitting is required with the Southwest Florida Water Management District (SWFWMD), the United States Army Corps of Engineers (USACE), Manatee County Public Works Department, and the Florida Department of Environmental Protection (FDEP).

COLONY COVE EXPANSION, ELLENTON, FL — Project Analyst. Kimley-Horn provided design and permitting services to a 199-unit expansion to the existing Colony Cove manufactured home park in Ellenton, Florida. Trenton provided stormwater design support, which included the creation of a new watershed model in the ICPR4 software for the Slaughter Drain. He also created the Utility System Analysis for the project that included WaterCAD modeling of the proposed and existing wastewater system per the direction of the Manatee County Utility Department. Trenton also assisted in permitting the project through the Manatee County Planning Department, Manatee County Public Works, SWFWMD, and FDEP.

LORRAINE LAKES, LAKEWOOD RANCH, FL — Design Engineer. Kimley-Horn provided planning, engineering, and landscape architectural services for a 1,500-unit residential subdivision for Lennar Homes in Lakewood Ranch, Florida. This project required a General Development Plan (GDP) through Manatee County. Trenton created the master stormwater management model for the entire development. He also assisted in the plan production and permitting process. The permitting process required approvals through Manatee County Planning, Manatee County Public Works, SWFWMD, and FDEP.

Kimley»Horn

HYATT SURVEY SERVICES, INC.

Russell Hyatt, PSM



Survey and Mapping Support

Hyatt Survey Services, Inc.

Years of Experience: 35

Education:

Bachelor of Science, Survey and Mapping, University of Florida, 1990

26 years of continuing education in Florida Law, standards of practice, land title, environmental, GIS, GPS and business and professional development

Distinguishing Attributes:

- Mr. Hyatt has 35 years of professional surveying and mapping experience relating to transportation planning, construction and engineering. He, also has experience as an expert witness in depositions regarding survey and property titles.

Certifications/Registrations:

- Professional Surveyor and Mapper, FL. LS#5303

Affiliations:

- Florida Surveying and Mapping Society (Past President)
- Manasota Chapter of the Florida Surveying and Mapping Society
- Tampa Bay Chapter of the Florida Surveying and Mapping Society (Past President)
- University of Florida Surveying and Mapping Advisory Committee
- The Hydrographic Society of America
- National Society of Professional Surveyors
- American Society of Civil Engineers

EXPERTISE:

SRQ Project Experience:

SMAA Property, Tree Removal Verification & Tallevast Road Rezone:
Client: SMAA
Description: Provided FPL legal descriptions & sketch, tree removal verification survey & boundary survey of Tallevast Rd.

SRQ Ready Return Lot
Client: SMAA
Description: Provided topographic survey of pad and light poles.

SRQ Suncoast Golf Course Easement
Client: SMAA
Description: Provided topographic survey of the golf course easement and Lockheed Martin Tallevast site.

SRQ Monitoring Well Locations
Client: SRQ Manatee Airport Authority
Description: Determined the locations of 175 monitoring wells within the SRQ properties.

SRQ FEMA Elevation Certifications
Client: SRQ Manatee Airport Authority
Description: Provided FEMA Elevation certifications for several buildings located on airport property.

SRQ Runway 14 Rehab
Client: Michael Baker, Inc.,
Description: Topographic Survey of a portion of Runway 14 for future rehab.

SRQ Airport Terminal Entrance
Client: The LPA Group
Description: Provided a Topographic survey for new sidewalks.

SRQ Taxiways "G", "J"
Client: Woodruff & Sons, Inc.
Description: Provided construction Stakeout & Asbuilt surveys

SRQ Aircraft Pavement Marking
Client: Aero Bridgeworks
Description: Provided layout and asbuilt of aircraft striping at airline gates

SRQ Airport Mode S
Client: Federal Aviation Administration (FAA)
Description: Radar calibration survey

SRQ Airport Fiber Optic Tower
Client: J. Ranck Electric
Description: Provided construction layout & asbuilts

SRQ Airport Ready Return Lot Improvements
Client: AECOM
Description: Provided a topographic survey for the shade structures ready return lot mods

Current Availability: 60%

TOPOGRAPHIC/DESIGN PHASE PROJECTS:

SRQ Runway 14 Rehab
Client: Michael Baker, Inc.,
Description: Topographic Survey of a portion of Runway 14 for future rehab.

SRQ Commercial Park Connector
Client: American Infrastructure Development

SRQ Airport Terminal Entrance
Client: The LPA Group
Description: Provided a Topographic survey for new sidewalks.

SRQ Monitoring Well Locations
Client: SRQ Manatee Airport Authority
Description: Determined the locations of 175 monitoring wells within the SRQ properties.

Hyatt SURVEY

Client#: 238109 KIMLASS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Ins. Center 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-220-7699 FAX (A/C, No): E-MAIL ADDRESS: greylingcerts@@greyling.com
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Federal Insurance Company 20281 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 23-24 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE $
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) $
							MED EXP (Any one person) $
							PERSONAL & ADV INJURY $
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE $
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG $
	☐ OTHER:						$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $
	☐ ANY AUTO						BODILY INJURY (Per person) $
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) $
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) $
							$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE $
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE $
	☐ DED ☐ RETENTION $						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A						E.L. EACH ACCIDENT $
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE $
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT $
A	Crime			J06190236	04/01/2023	04/01/2024	Limit $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Umbrella Follows Form with respects to General, Automobile Liability & Workers Compensation.

CERTIFICATE HOLDER	CANCELLATION
Sample Certificate	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE D. H. Collings

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JNO02

Stantec

Stantec Consulting Services Inc.
6920 Professional Parkway
Sarasota, FL 34240

November 8, 2023

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

RE: Professional Planning Services to Assist in Preparation of a Manatee County General Development Plan/Master Development Plan for the Sarasota Bradenton International Airport | RFQ No-03-2023-GDP

Dear Mr. Bontrager and Members of the Selection Committee:

Stantec Consulting Services Inc. (Stantec) is pleased to submit our Statement of Qualifications to the Sarasota Manatee Airport Authority (SMAA) for Professional Planning Services to Assist In Preparation of a Manatee County General Development Plan/Master Development Plan for the Sarasota Bradenton International Airport (SRQ).

SMAA is seeking professional planning services to assist in rescinding the Development of Regional Impact (DRI) (Ordinance No. 21-05) and amending its zoning approval (Ordinance No. PDMU-99-07(G)(R7) with Manatee County and replacing it with a Manatee County General Development Plan (GDP).

WE WANT TO HELP THE AUTHORITY. The following two pages outline the value we bring to the SMAA.

We care because SRQ is our airport too: As active members of the southwest Florida community, who have lived and worked in the area for decades, we understand the airport's integral role as an economic engine for the region. Stantec and our subconsultant partners have been instrumental in supporting several airport authorities with projects throughout the region. Through this experience, each of our proposed team members has developed a wealth of knowledge of the region's planning, zoning, and development and the unique regulatory environment under which airports operate. This invaluable expertise makes the Stantec team the perfect partner to help the SMAA develop a plan that will guide future land use and development in a manner that protects the existing and future growth of the airport.

We put responsiveness and timeliness at the heart of what we do: Stantec, and more specifically this team, understands the urgency, especially when dealing with federal funding opportunities for economic development projects and environmental releases, where being able to respond and deliver quickly can determine whether a project succeeds or fails. At Stantec, responsiveness and timeliness are at the heart of what we do, so our clients benefit from our services. This team is driven to pursue your project goals, supported by a deep bench of professional and technical staff—with expertise on a local and national scale—that enables and empowers them to mobilize quickly to respond to project needs, a prime advantage offered by Stantec. Between our local offices, Stantec has 448 staff who stand ready to serve the SMAA. Further, we have 890 staff in the State of Florida and 72 Florida licensed professional engineers.

We understand the critical role the SMAA plays in the region: Stantec recognizes that the SMAA is an essential service provider to Manatee and Sarasota Counties and the entire Southwest Florida region. **We understand the importance of this project to enable the SMAA to continue to expand and grow.** At project kickoff, SMAA staff will be provided contact information for the team, including mobile phones and after-hour access. Our commitment to you and our community is to not only be responsive and timely but to be proactive in all matters.

We bring expert knowledge of Manatee County planning, zoning, and development—AND we did it together! Katie LaBarr, Frank Domingo, and Jim Paulmann lead a local Stantec team that includes staff who have been directly involved in entitlement for some of the largest landholders in Manatee and Sarasota Counties, including such clients as Lakewood Ranch, Palmer Ranch, Neal Communities, Neal Land & Neighborhoods, Kitson & Partners, Sarasota Memorial Hospital, among others. In addition to private entitlement work, their team is involved in several public sector work assignments for Manatee and Sarasota County Governments. **Katie, Jim, and other key team members have experience in local government—Jim in Sarasota County and Katie in Manatee County.** They understand the regulatory framework from the perspective of the local government and from the perspective of the

client. This unique perspective enables them to guide their clients through the process efficiently and effectively.

Jim Paulmann (Principal-in-Charge) was Chief Planner for Sarasota County and coordinated the original DRIs with Manatee County, the City of Sarasota, the Tampa Bay Regional Planning Council, Southwest Florida Regional Planning Council, and Sarasota County. Additionally, Jim was a Manatee County Planning Commissioner and served as the Land Use Hearing Officer there for 10 years. Based on their collective experience, Katie and Jim keenly understand the DRI regulatory process and local processes being implemented to address planning for large projects in both counties. Frank Domingo was the former County Engineer for Sarasota County and brings additional in-depth knowledge of the governmental engineering regulatory processes that will affect this project.

In addition, our teaming partner EG Solutions (EGS) personnel have been working with the SRQ since 1984. This includes the original DRI that commenced in 1995, updates, and annual monitoring reports. They have the data and files from the recent GDP interim updates and can interface these with the planning efforts necessary to complete this project. They worked with Dan Bailey at Williams Parker, providing for a seamless integration of the past efforts and future goals of this project.

Last but not least, the Stantec–MXD team has worked together for over two decades, assessing, identifying, defining, advancing, and implementing airport development projects throughout the United States and Canada, and globally. Offering a perfect balance between market, economic, and financial considerations with airside development planning, enabling land development infrastructure planning and urban design, our team not only meets the specific requirements of the RFQ but exceeds it. In this proposal, due to page constraints, we highlighted one sample project where Stantec partnered with MXD but a comprehensive listing of our airport projects, illustrating our team's specific strengths is available upon request.

We are Stantec

Established in 1954 (60+ years in business), Stantec is one of the leading consulting firms in North America. The Stantec community unites approximately 28,000 employees working in over 600 locations across six continents. We collaborate across disciplines and industries to bring buildings, energy and resources, environmental, and infrastructure projects to life.

We care about the communities we serve—because they're our communities too. This allows us to assess what's needed and connect our expertise, to appreciate nuances and see what's never been considered, to bring together diverse perspectives so we can collaborate toward a shared success. We're designers, engineers, scientists, and project managers, innovating together at the intersection of community, creativity, and client relationships. Balancing these priorities results in projects that advance the quality of life in communities across the globe.

Rated #1 on the Top 100 Global Most Sustainable Corporations in North America list by Corporate Knights (January 2021), with Stantec, you have the best of both worlds—experienced local staff with long-standing ties to the community backed up by the resources of a world class organization.

This team of experts with a long history of proven results stands ready to support SRQ. Should the SMAA decide to extend us an invitation to participate in a phone interview, Project Manager Katie LaBarr and Airport Planner Josh Philpott look forward to speaking with you and describing their experience and approach to this project in more detail.

We thank you for the opportunity to share our proposal with you. We are completely flexible to frame the ultimate scope of services and associated fees and scheduling within ACAA's requirements because we would not want to lose the opportunity to continue our involvement in further evolving SRQ's Airport Development Plan.

Should you have any questions regarding our team, approach, experience, or proposal, or require any further information, we welcome you to contact **Katie LaBarr or Jim Paulmann**. We look forward to the opportunity to work alongside the SMAA to advance its long-term development goals in Manatee County and the implementation of the broader master plan for the airport.

Sincerely,

Katie LaBarr, AICP
Project Manager and Point of Contact
941-374-2854 | katie.labarr@stantec.com
6920 Professional Parkway | Sarasota, FL 34240

Jim Paulmann, FAICP
Principal-in-Charge
941-650-8591 | jim.paulmann@stantec.com
6920 Professional Parkway | Sarasota, FL 34240

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A. Experience with Similar Airport Projects

The Authority will evaluate the experience of the firm and its key team members, including subconsultants. Key team members should have experience with General Development Plans, Master Development Plans, and other planning efforts with Manatee County. Specific duties of key members should be described for each project referenced. The Authority may conduct reference checks of the firms and the key team members.

Stantec and our team of proposed subconsultants have relevant planning and environmental experience relating to general development plans, master development plans, and airport planning that will be of benefit to the Manatee County General Development Plan/Master Development Plan for the SRQ.

The selected projects included in this section showcase our team's relevant experience completing similar projects to those proposed for the SMAA. This work spans Florida, the Southeast, and North America. We are confident this sampling of projects demonstrates our team's involvement in unique planning projects as well as their experience working together as a team. This team has the qualifications and expertise needed to successfully deliver general planning and environmental services for this contract.

Additionally, the Stantec team currently has miscellaneous services contracts with numerous municipal clients in the region, including:

- Lee County, Collier County
- Hendry County
- City of Fort Myers
- City of Cape Coral
- City of Naples
- Pinellas County
- Hillsborough County Aviation Authority
- Miami-Dade Aviation Department
- Greater Orlando Aviation Authority

This representative list of clients demonstrates our familiarity, experience, and expertise associated with the varying tasks which will be assigned through this contract.

1 in 3

Passengers in North America will travel through an airport where Stantec has completed a project

#10

Top 10 International Design Firm by Market — Transportation

ENR Magazine, August 2023

LAND DEVELOPMENT EXPERIENCE

Palmer Ranch Sarasota, Florida



A 10,000-acre land holding in central Sarasota County, Palmer Ranch is one of the largest master-planned communities in the state.

The north 5,000 acres of this property went through extensive review and analysis and was approved in a master development order for a development of regional impact (DRI). The development plan included a housing mix of 11,550 units, employment centers with four million square feet of office, industrial, and commercial uses, and recreational areas that include a systems of greenways and blueways that connects to a regional rails-to-trails network, linking to a state park, gulf beaches, and the downtown area of Venice. The project's environmental systems plan has received national recognition and has been used as a model for environmental planning nationally.

A project of this scale typically presents many challenges, but through creative planning and coordination, Stantec was able to anticipate issues and find the most appropriate solutions to enhance community cohesiveness and create outstanding neighborhoods uniquely integrated with nature. For example, the environmental systems plan established baseline information and strategies for stormwater management, floodplains, native habitats, rare and endangered species, and historical and archaeological sites before the land use plans were developed. This green infrastructure system enhanced area-wide benefits for habitat management, regional stormwater systems, and water quality improvement.

Owner Reference	**Hugh Culverhouse** Palmer Ranch Holdings, LTD 305-374-0501
Key Team Members Involved In The Project	**Jim Paulmann,** FAICP; Principal-in-Charge **Frank Domingo,** PE; Transportation Engineer

LAND DEVELOPMENT EXPERIENCE

Babcock Ranch Community: Planning for Sustainability and Resiliency Multiple Sites, Florida



Convening and engaging the public and private sectors to build a vision for this unique community was key to creating a future community that will harmoniously meet social, environmental, and economic goals.

Stantec worked on the visioning, master plan, entitlements, and environmental permitting for the Babcock Ranch Community, a dynamic and progressive new development in Southwest Florida.

Buffered by 74,000 acres of state-owned preservation lands, this 17,000-acre sustainable community of 40,000 will be enhanced by parks, lakes, marshes, and golf courses and supported by 6 million SF of retail/commercial facilities. Close collaboration with the client and community leaders was essential to create the public/private partnership needed to execute project objectives.

The Babcock Ranch Community was developed with a focus on sustainability and climate resiliency. Resiliency was built into the town's fabric with the idea that an eco-conscious and solar-powered town can withstand the wrath of a Category 5 storm—and it did by surviving and thriving after the direct hit from Hurricane Ian. With solar power at the core of planning, Babcock Ranch is a 100% solar-powered community. All power and Internet lines are buried to avoid wind damage.

Regional stormwater management and best management practices (BMP) water quality design practices were implemented to minimize and mitigate potential flooding. The town was built above a storm surge area, and the community's streets were designed to reduce run-off and flooding. Native landscaping along roads was used to help control stormwater. Turf coverage is limited to 30% of the landscaping, and homeowners must use native, low-impact trees and shrubs for 75% of their landscaping.

FEMA housing phase construction was used for residential and other community facilities, including the high school, which was built to ICC 500 standards for storm shelters and can accommodate up to 1,343 people. The structures were all designed to Florida Green Building requirements, with community-wide standards for energy efficiency, conservation, and low-impact landscaping.

Stantec provided convening of regional stakeholders/long-range, visioning for ranch land, community master plan preparation, Village III land plan workshops, entitlements procurement, environmental permitting for Lee County portion, and utilities site plan permitting.

Owner Reference	**Erica Woods** Kitson & Partners 941-235-6912 ewoods@kitsonpartners.com
Key Team Members Involved in the Project	**Jim Paulmann,** FAICP; Project Manager **Katie LaBarr,** AICP; Project Team **Josh Philpott,** AICP; Senior Planner

PROJECT OBJECTIVES

- *Create a vision and master plan for an integrated sustainable community*
- *Plan with interconnectivity to the region in mind*
- *Maximize preservation of ranch holdings*
- *Respect and preserve the natural resources*
- *Employ green building practices throughout*
- *Engage surrounding communities in planning process*

PROJECT CHALLENGES

- *Integrating vast natural resources with optimum development density to create sustainable outcome*
- *Reducing automobile reliance within non-urban setting*
- *Gaining consensus among multiple jurisdictions and stakeholders*
- *Preparing a self-contained infrastructure program*
- *Scheduling and phasing of long-range build-out*

LAND DEVELOPMENT EXPERIENCE

Lakewood Ranch Manatee-Sarasota Counties, Florida



For over 25 years, Stantec has been a trusted consultant to Schroeder-Manatee Ranch (SMR) in the development of Lakewood Ranch, a master-planned community in southeastern Manatee County and northeastern Sarasota County.

Consistently ranked as one of the best-selling Master Planned Communities in the U.S., Lakewood Ranch encompasses 22,000 acres of multiple residential villages, town centers, and employment centers. Our engineers, landscape architects, planners, and environmental scientists have provided strategic services for the long-term development planning, design, entitlement, and preservation consistent with the over 100-year stewardship of the ownership family's vision of today's Lakewood Ranch.

At 50 square miles, careful land stewardship and open space planning created the framework for focused development and efficient infrastructure at the epicenter of Southwest Florida's growth corridor. Stantec created the backbone for this growth by assisting in the entitlements through six different DRI, innovative storm water master plans, multiple sewer and water master plans, over 200 acres of parks, and 22 miles of thoroughfare roadways.

Beyond the overall master planning and infrastructure development and implementation for SMR itself, Stantec provided design services for many of the residential, commercial, golf course, public and private schools, higher education facilities, and mixed-use developments completed by third parties within the Ranch. This includes a mix of local and regional developers and some of the nation's largest home builders.

Owner Reference	**Rex Jensen** SMR Communities, Inc. 941-757-1600
Key Team Members Involved	**Katie LaBarr,** AICP; Project Manager

North River Ranch Manatee County, Florida



The North River Ranch is a master-planned community for all generations: home types and prices for entry-level to family to empty nester and everything in between. Residents have easy access to abundant amenities, outdoor activities, trails, and recreation, and easy connectivity to the regional transportation system and developments.

Located in ***northeastern Manatee County***, on the west side of US 301, North River Ranch is comprised of three mixed-use developments totaling 2,470 acres, 6,221 residential units, and 247,000 sf of retail/commercial/office space.

While Stantec is providing planning, landscape architecture, civil engineering, transportation planning/traffic engineering, and survey services, Neal Land & Neighborhoods is leading the way in designing and developing North River Ranch –the development is within the North River Ranch Stewardship District.

To establish fast connectivity to the regional transportation system and developments, Stantec supported Neal Land & Neighborhoods to execute an agreement with Manatee County Government for a public-private partnership to advance the construction of 3 miles of Ft. Hamer Rd, which bisects this development. Additionally, The three separate mixed-use developments within North River Ranch will be connected through multi modal pathways and miles of hiking trails showcasing native and natural areas.

Owner Reference	**John Neal** Neal Land & Neighborhoods 941-328-1210 jneal@nealland.com
Key Team Members Involved	**Katie LaBarr,** AICP; Project Manager **Frank Domingo,** PE; Transportation and Development Agreement Coordination

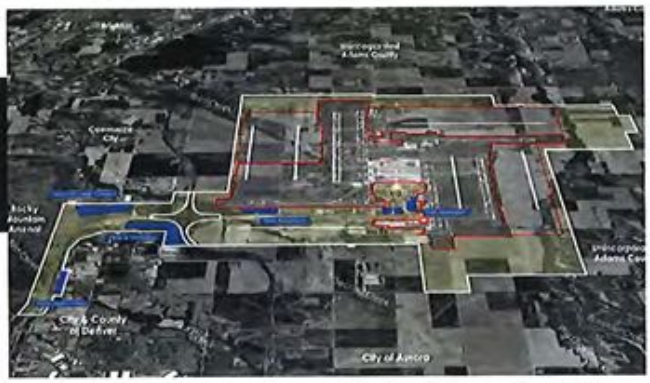
AIRPORT LAND DEVELOPMENT EXPERIENCE

Denver International Airport (DEN) Real Estate On Call & Industrial Infrastructure Master Plan Denver, Colorado

DEN Real Estate (RE) is bringing aero-industrial, non-aeronautical, and aeronautical support parcels to market. Stantec is the prime consultant for this effort, providing planning expertise in portfolio analysis and optimization, strategic airside planning, compatible land use, industrial warehousing, and urban design and visualization.

Stantec is developing the first phase of DEN's Natural Resource Strategy (DEN NRS) for their 53 acres of land area. The strategy addresses public use, gateway experience, drainage, and prairie restoration while balancing sustainability goals with airport operations and FAA requirements. Stantec also completed due diligence work, including a Phase 1 EA, key real estate holdings, and developing Urban Design and architectural design standards for a new industrial district. We are currently providing infrastructure master planning (IMP) including, grading, drainage, roads, and utilities are being assessed.

The Industrial IMP is intended to provide DEN with a strategic plan for developing airside and non-airside cargo, warehouse, and



distribution facilities. The plan provides for the protection of the future operations at the airport while allowing for non-essential lands to be used for economic development to provide diversified revenue stream. The plan also includes a conceptual design of the infrastructure to support future development, including roads, potable water, sanitary sewer, stormwater, fiber optics, and sufficient power for cargo facilities.

Owner Reference	**Ken Cope** Denver International Airport (DEN) 303-342-2246 ken.cope@flydenver.com
Key Team Members Involved	**Josh Philpott**, AICP; Project Manager

Hillsborough County Aviation Authority, Commercial Real Estate Service and Development Tampa, Florida

Serving as on-call commercial real estate consultant for the Hillsborough County Aviation Authority (HCAA) since 2013, Stantec worked with HCAA to evaluate existing constraints, aviation and non-aviation needs, and future development of lands at the Tampa International Airport (TIA). The ultimate development plans maximize the opportunities to expand the airfield growing aircraft operations and establish alternative revenue streams to make TIA more financially stable and less reliant on grant funding.

In response to the continuous increase in passenger number at TIA, HCAA engaged Stantec as the prime consultant to lead the planning, design, permitting, and construction administration of the Gateway Project, the first major ($2.3B) long-term renovation since 1971. The project expanded the airport by 17 acres and included the new SkyCenter One and Atrium buildings. Stantec, working collaboratively with other partner firms, evaluated economic conditions, existing physical requirements, airport-related constraints, and combined financial and economic analytics to guide the HCAA's considerations regarding the utilization of its resources and properties.



Stantec's strong relationships with Hillsborough County and City of Tampa, helped us successfully coordinate between the governments. Our deep understanding of non-aeronautical development and airfield's bolstered the airside plans for HCAA. These plans were critical to helping HCAA achieve its goal of developing and leasing its properties, and meet future goals of economic development, while protecting the long-term aviation growth at the airport.

Reference	**Randy Forrister** Hillsborough County Aviation Authority 813-870-8734 RForister@tampaairport.com
Team Members Involved	**Josh Philpott**, AICP; Project Manager

MASTER PLANNING EXPERIENCE IN THE CONTEXT OF LARGE INFRASTRUCTURE SYSTEMS

Airglades Master Planning Hendry County, Florida



Stantec was hired by two major landowners to better understand and prepare for the Air Cargo Complex expansion with a comprehensive evaluation of future demands and growth by creating a strategic land use analysis and correlating conceptual master plan.

Tasked to analyze 40,000 acres around the airport, the study included mapping and data analysis, current and anticipated airport expansion plans, community growth projections, and demand estimates. The study accounted for residential, commercial retail, office, industrial, service, civic, water, and wastewater demands, stormwater management; transportation improvements and related infrastructure improvements and associated costs; as well as environmental impacts. Conceptual plans were prepared based on projections through incremental phases of growth and development. Final recommendations included a development action plan for the primary development opportunities. The plan supports the emergence of a major cargo hub for perishable foods and flowers while also planning for residential growth. The expansion will to provide adequate housing opportunities for the growing workforce and commercial development to provide goods and services to the new population.

Owner Reference	**Malcolm Wade Jr.** Airglades International Airport 863-228-3083 MWade@ussugar.com
Key Team Members Involved in the Project	**Jim Paulmann;** FAICP; Technical Specialist **Josh Philpott,** AICP; Senior Planner

AIRPORT LAND DEVELOPMENT EXPERIENCE

Stantec MXD DEVELOPMENT STRATEGISTS

Skyplex Development Strategy at RSW (Southwest Florida International) Airport
Fort Myers, Florida



Stantec, working as a subconsultant to Cushman & Wakefield –Commercial Properties of Southwest Florida, is leading the planning, engineering, and design of an 1,800-acre development area at RSW Airport, known as Skyplex.

Skyplex comprises land for developing aviation and non-aviation-related uses north of Runway 06/24. Lee County Port Authority (LCPA) has successfully attracted three tenants to develop in the area over the past decade, but not to the extent they would like. LCPA hired Cushman & Wakefield to manage the real estate services for attracting future tenants and leasing the property. C&W hired Stantec to oversee the planning, design, engineering, and permitting efforts for future development.

Stantec is leading the conceptual development plan grounded in market-based research on demand and absorption for specific industries and sectors. The planning framework will allow the project team to obtain local, state, and federal permits to enable the property to be "shovel-ready" for development—a critical factor in attracting economic development projects.

Owner Reference	**Don Schrotenboer** Cushman & Wakefield, Commercial Properties of SWFL 239-675-3232 dschrotenboer@cpswfl.com
Key Team Members Involved in the Project	**Josh Philpott,** AICP; Senior Planner

AIRPORT LAND DEVELOPMENT EXPERIENCE

General Consulting Services – General Development Plan Update Sarasota Bradenton International Airport Manatee County, Florida

EG Solutions was retained through our General Consulting contract with the airport to assist with preparation of exhibits and other documentation for the Manatee County General Development plan submittal and conversion of the existing Development of Regional Impact (DRI) agreement. Work included preparation of a zoning map; development plans for airport parcels; aerial, topographic, and parcel maps; utility maps; land use drawings; and wetland maps.

This project also included suggested language to the proposed General Development Plan with respect to stormwater management at the airport. The project included coordination with the SMAA engineering department and SMAA general counsel.

North Quad Stormwater Management System, Sarasota Bradenton International Airport Manatee County, Florida

EG Solutions was retained to provide a conceptual plan for the refinement of the stormwater management system in the North Quadrant of the airport to better optimize the land use of the property. The project includes providing a drainage plan identifying impervious areas as blocks with allowable general aviation apron, building, and parking areas (block drainage plan), swale footprints, the flows that have to be conveyed across each parcel area, storage that has to be compensated for if swales can be culverted, preferred routing for the conveyances across each parcel, review the ledger based on the provided concept plan and Airport Parcel 4 plan, and ask SWFWMD for a letter modification to the Conceptual ERP/Master Drainage Plan.

Stormwater Management System Improvements—Planning, Design, Permitting, and Construction, Sarasota Bradenton International Airport Manatee County, Florida

EGS was retained to complete a master drainage plan update for SRQ and the update resulted in several stormwater system improvements. This project reduced/modified ponds that were attractants for hazardous wildlife thereby improving safety while allowing approximately 111 acres of aviation business development consisting of aprons, taxilanes, hangars and offices, access roads and parking, thus increasing airport revenue. ***This is about 55 acres greater than would otherwise be available using presumptive design criteria.***

The improvements also reduced flooding impacts in the surrounding area and are based on alternative design criteria developed and tested at the FAA Demonstration Pond completed at Naples Municipal Airport as part of a larger construction project. The project also uses information from the Statewide Airport Stormwater Study and Rule 62-330.449 Florida Administrative Code based on that study. The work was concentrated in North Quad Option 2 and West Quad Option 2. The project also replaced failed pipes in parts of the system and ***eliminated three ponds in and adjacent to the same footprint as the current SRQ apron expansion project***. Absent these changes, the proposed apron expansion project would face added permitting hurdles.

The project included CEI services including construction progress meetings, site visits, submittal and RFI reviews, evaluation of contractor pay requests, preparation of change orders, coordination of a QA testing program, preparation of conformed documents, and project closeout.

B. Team Organization

While many airports in the nation still face below pre-pandemic passenger numbers, the SRQ continues to experience unprecedented growth. With passenger numbers having gone up by more than 200% since 2020 and the certainty that the much-needed new ground terminal opening in 2025 will attract even more passengers, it's critical to have an updated capital improvement plan that prioritizes development and system upkeep.

The General Development Plan (GDP) (or Master Development Plan) is a testament to the SMAA's leadership and commitment to ensuring the orderly expansion of the airport surrounding area and the adoption of land use measures that will guide the needs of Sarasota and Manatee counties.

100%

of the team is familiar with Manatee County planning, zoning, and development

The SRQ is currently governed by Ordinance #21-05. Although multiple amendments have been approved to the development ordinance, the original Development of Regional Impact (DRI) prepared by SRQ and adopted by Manatee County, dates back to 1999. Rescinding this DRI, amending its zoning approval with Manatee County, and replacing it with either a Manatee County General Development Plan or Master Development Plan is a major undertaking. As such, it requires a multi-disciplinary firm with experience delivering similar planning efforts, and a locally-based team with the regional knowledge necessary to overcome the plan's complexities. Stantec offers that team.

THE STANTEC TEAM

With almost 70 years of experience delivering airport land development plans, master land development plans, and strategic development plans similar in scope and complexity to SRQ's plan, the Stantec team is well-versed on the specific challenges and opportunities related to this type of projects. This team stands ready to assist and support the SMAA in advancing a long-range plan to guide future land use, real estate development, and mobility and landscape implementation for all of SRQ's landside property holdings.

We propose a **core team of 22 specialists** with the experience and multidisciplinary skills necessary to provide the SMAA with guidance on how to meet standards for a number of non-aviation developments for the airport's future growth. This team has vast resources and knowledge base while acting as a single entity. Under the terms of this proposal, Stantec will be the prime firm and provide the professional planning services to accomplish the project scope items as indicated herein.

The partners that comprise our team include **EG Solutions, Inc. (EGS),** a local DBE firm that will supplement our civil engineering capabilities; **Truckin Traffic, LLC**, who will provide transportation planning support; **Baslee Engineering Solutions, Inc. (BES),** also a local DBE firm who will provide traffic counts/data collection; and **MXD Development Strategies (MXD)**, who will support our Non-Aviation Development Strategy team. Stantec and these subconsultants have worked together in the past. We know each other well and have deep common links of experience.

In this section, we have included short bios of our key team members and an organization chart. Extended resumes of these key team members are located in the Appendix.



Katie LaBarr, AICP, *Project Manager, Policy Planning (Manatee County).* Katie will be the point of contact and manage the project from the Stantec Sarasota office. Katie's commitment to the SMAA and SRQ has been evident since she learned about this opportunity. With the energy and passion that have characterized her career, Katie has spearheaded this pursuit effort and been heavily involved in the development of the qualifications package. Katie's background and extensive experience coordinating master planning and entitlement procurement for nationally recognized large-scale communities in Manatee and Sarasota Counties, and Hillsborough make her the perfect fit for this project. Her professional planning experience with deep systems understanding and project implementation know-how will be instrumental, particularly when facing complex land use issues.



Josh Philpott, AICP, *Airport/Aviation Planning.* Josh as an extensive background in airport planning, land use planning, and project management. With 21+ years of planning, development, and permitting experience in southwest Florida, and with the past 13 years of his career focused on airport planning, Josh's understanding of the difficult regulatory environment airports face will be critical to develop strategies that help projects move from vision to completion.



Jim Paulmann, FAICP, *Principal-in-Charge, Policy Planning (Sarasota County).* Jim is an expert in managing and supervising land development, he

has coordinated master planning and entitlement procurement for large-scale communities and major commercial projects. He has extensive experience with resilience and compatible planning programs and community planning involving visioning; preparation of and amendments to comprehensive plans; areawide, corridor, neighborhood, airport, and land development regulations; and community outreach. His experience collaborating with multiple jurisdictions and extensive stakeholder outreach usually involved in these types of projects will be invaluable to the SMAA.



Raymond Dennis, III, PWS, *Environmental Planning.* Ray is an environmental professional passionate about natural resource ecology, regulatory policy, and habitat restoration. Ray brings more than two decades of consulting experience for public and private sector clients. With a true passion for protecting the environment, his expertise spans the design and implementation of wetland mitigation projects as well as the preparation of ecological studies and wildlife management plans. He will use his knowledge of policy to help the SMAA obtain federal, state, and local regulatory agency approval and compliance regarding natural resource protection issues on various projects.



Jennifer Lee Brunty, Ph.D., PMP, *Senior Environmental Scientist.* Jennifer brings 24 years of experience in wetland mitigation, water resources management, soil science, water quality monitoring, regulatory permitting, and compliance. Her expertise includes local, state, and federal environmental resource and restoration permitting; wetland delineations; feasibility studies; best management practices; and glare analyses for solar energy projects. As former Project Manager for Southwest Florida Water Management District, she has experience managing multi-million-dollar wetland mitigation programs. Jennifer also served as a regulatory reviewer for stormwater management system and water use permits for the State of Florida.

SUBCONSULTANTS

EG Solutions

Stormwater/Drainage

EG Solutions, Inc. (EGS) brings 40+ years of engineering and aviation experience with Florida aviation projects. Recognized as being an industry leader for stormwater management consulting, design, construction, and permitting for the transportation industry, EGS co-authored the current state rules for the permitting of stormwater ponds on the airside of airports (62-330.449 Florida Administrative Code). EGS was also the technical manager and author of the FDOT Statewide Airport Stormwater Best Management Practices Manual and Technical Report for the Statewide Airport Stormwater Study. This program received the 2016 FAC J. Bryan Cooper Vision Award. EGS' senior management has worked at SRQ for the past 38 years on various assignments including the stormwater management system.

EGS is a Disadvantaged Business Enterprise certified by the Florida Department of Transportation.



Scott T. Brady, P.E., *Stormwater / Drainage.* Scott has 44+ years of experience in civil engineering, emphasizing public sector projects. More than 34 years of his total experience is focused on airport projects. He has worked on over 175 airport projects at over 50 airports. These have been located in 11 states across four FAA regions, with a concentration in the FAA Southern Region.



Mike Harris, *Chief Designer.* Mike Harris is chief designer at EGS and has over 23 years of experience designing, planning, and managing various airport projects. He is knowledgeable regarding FAA Advisory Circulars and in construction administration through his experience performing construction observation and management of airport, highway, and building construction projects. He brings extensive knowledge and experience working with SRQ, having served as chief designer/ project manager on the General Development Plan, DRI Traffic Monitoring, and major projects such as the Master Drainage Plan and Water Management System Improvements among a dozen more. His extensive knowledge of BSIA and familiarity with Manatee County planning, zoning, and development will help set the project team up for success.

Truckin Traffic, LLC

Transportation Planning Support

Truckin Traffic, LLC's staff has considerable broad experience in providing traffic and transportation engineering services to the public and private sectors. They have completed a wide variety of traffic design plans, traffic and parking analysis for government funded projects, as well as commercial office parks, retail centers, shopping malls and school facilities.

They also ensures that development projects in Florida meet the requirements of the state's Growth Management Act, which mandates that transportation infrastructure be in place to accommodate existing and approved development traffic demands, as well as traffic impacts expected from the proposed development for that development to obtain governmental approval.

Truckin Traffic's traffic engineering services have been provided to the Florida Department of Transportation, local municipalities

and developers statewide, affording their team a high degree of familiarity with state, county and local government design criteria, code requirement and guidelines.

Jane Caldera, P.E., *Transportation Planning Support.* Jane's expertise includes technical traffic analysis, traffic design work, and managing transportation projects throughout the State of Florida. Ms. Caldera has been providing traffic engineering services in the Tampa Bay area since 1988. She has conducted freeway and arterial simulation studies, site impact studies, and alternative impact fee studies in addition to a wide variety of traffic operations and parking studies. Ms. Caldera is responsible for managing private sector projects such as the transportation element of DRIs, traffic concurrency studies, and comprehensive parking studies. Her public sector management experience includes miscellaneous traffic operation studies, transportation planning projects, CBD network simulation studies, and the traffic element of preliminary engineering and preliminary development and environment studies.

BES INC
TRANSPORTATION ENGINEERS
ENGINEERING • QUALITY • SOLUTIONS

Baslee Engineering Solutions, Inc.
Traffic Counts/Data Collection

Baslee Engineering Solutions, Inc., (BES) opened its first office in 2003 and has been providing professional transportation engineering services throughout Florida for more than 19 years. BES is committed to providing practical design and implementation expertise to create viable transportation engineering solutions through the employment of our core principles of value, efficiency, excellence, and integrity.

BES is proficient in traffic engineering, highway design, CEI and materials testing. The firm's staff has served as engineers of record for over 100 transportation projects over the last five years. These include design of roadways, signals, lighting systems, maintenance of traffic, intersection improvement studies, intelligent transportation systems (ITS), construction engineering and materials testing. BES also has the state-of-the-art software and equipment necessary for the quick turnaround of traffic data collection needs. Their employees have decades of experience collecting data in all relevant applications. Years of technical experience and project management expertise have contributed toward the successful and timely completion of many challenging projects.



Glenn Davis, *Traffic Counts/Data Collection.* Glenn has over 14 years of experience in the transportation data collection field. Over the course of his career, he has managed large-scale data collection efforts for FDOT, as well as multiple MPOs, counties, and cities. These have included annual data collection programs that occur over the course of several months, and single projects that require quick response and turnaround.

BES is a Disadvantaged Business Enterprise certified by the Florida Department of Transportation.

MXD DEVELOPMENT STRATEGISTS

MXD Development Strategists
Non-Aviation Development Strategy

For over two decades Stantec and MXD have worked together to assess, identify, define, advance and implement Airport Development projects throughout the USA, Canada and globally. Offering a perfect balance between Market, Economic and Financial considerations, with Airside Development Planning, Enabling Land Development Infrastructure Planning and Urban Design, our team not only responds to the specific requirements of this RFQ, but exceeds it.

Stantec and MXD recently completed a development strategy for the Winnipeg Richardson International Airport West Area Airside and Landside Logistics Hub in Manitoba, Canada. This project involved defining enabling airside and landside infrastructure and airfield design, together with state of-the-art Logistics building design. Stantec and MXD are also at the leading edge of defining "Airport Employment Growth Districts", as we recently completed for Hamilton International Airport (YHM) with TradePort/Vantage Airports Group. We are also currently leading similar assignments at Regina International Airport in Saskatchewan, Canada.



Andrew Fayn M.PL, *Real Estate Development, Market Analysis Lead.* Andrew brings more than a decade of land planning and real estate development experience. His work on commercial and mixed-use projects across North America will allow him to display his unique experience of translating quantitative analysis into a vision and land use approach that meet community, stakeholder, and the SMAA's goals

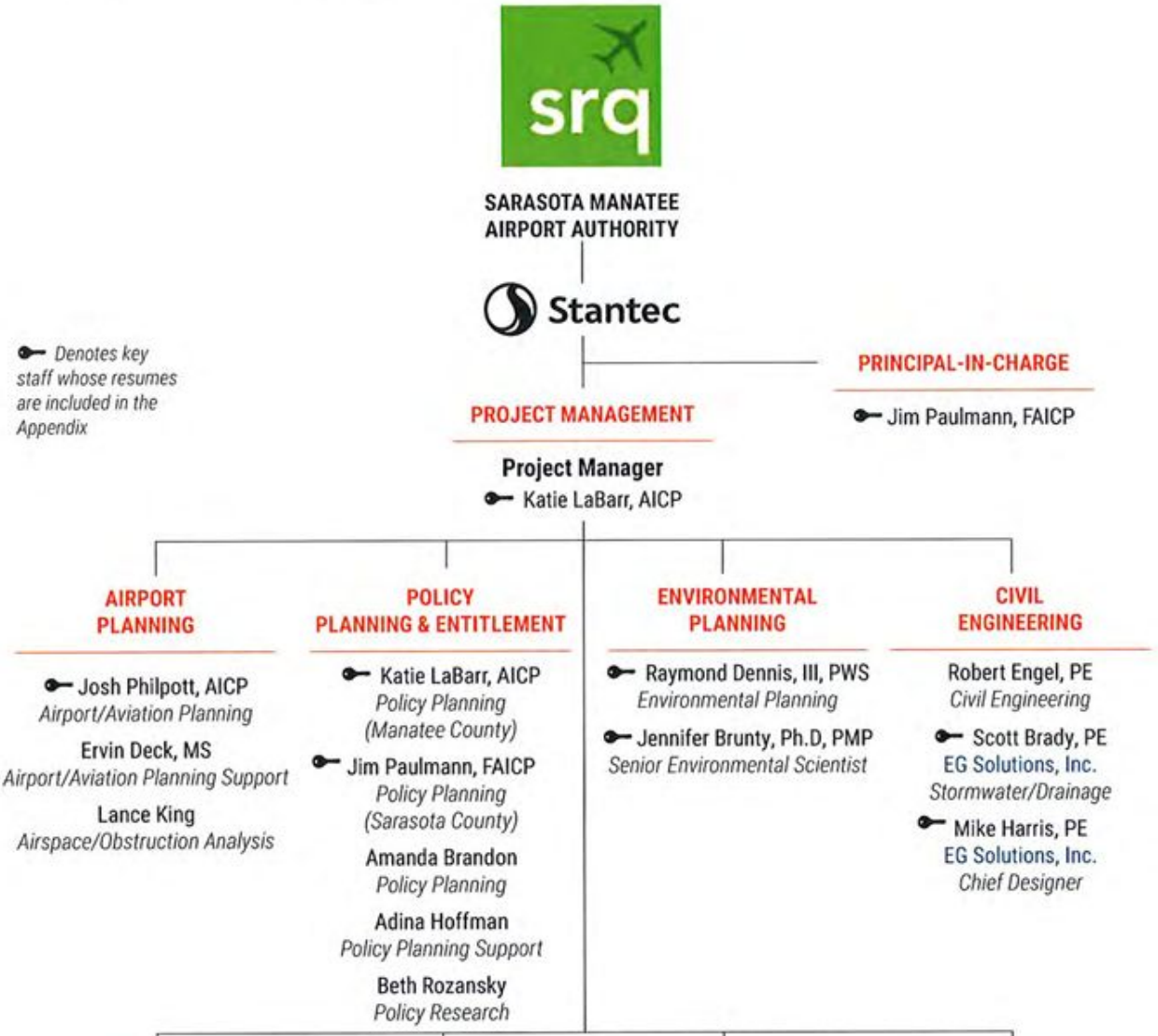


Chris LeTourneur M.A., MCIP RPP. *Commercial Development Lead.* In his thirty years of experience working on master plans, economic development strategies and airport land development frameworks, Chris has established an appreciation for the multi-disciplinary skills that are necessary to assess, define and plan the market and economic opportunities for airport and city gateways, corridors, as well as major redevelopment areas. Chris will blend his knowledge in urban development, land economics and town planning to provide complete market and economic-driven community development advisory services to the SMAA.

In response to this RFQ, we are excited to share our key team member resumes, which further demonstrate our team's direct applicability to the SMAA's needs and objectives, as well as their relevant experience.

ORGANIZATIONAL CHART

The following organizational chart outlines the Stantec Team proposed for this contract and is representative of all professional disciplines that will be required. Our key staff are indicated by a key icon.



C. Approach

WE UNDERSTAND YOUR PROJECT OBJECTIVES

Since 2015, when the State Legislature eliminated the requirement for new Developments of Regional Impact, Stantec (mainly our Sarasota team), has successfully obtained approval of several of the largest and most complex Large Project Applications and General Development Plans that have gone before the Manatee County Board of County Commissioners. With these approvals, we have identified opportunities to ensure flexibility to minimize the need for future amendments. In land development, we know that time is money. We understand adaptability is essential and we strive to create development standards responsive to changing market conditions and end-user needs.

The SMAA property uniquely lies in three jurisdictions—Manatee County, Sarasota County, and the City of Sarasota. Since the late 1980s, development has been governed by Developments of Regional Impact (DRIs) for each jurisdiction.

In 2015, laws that govern DRIs were significantly altered by the Florida Legislature. The review process for large projects was delegated to the local governments and no longer requires state oversight. These changes create an opportunity for existing DRIs that have remaining entitlement to consider rescinding the DRIs and pursuing local approval through established local processes.

SMAA has successfully sought approval from the City of Sarasota for the remaining entitlement in that jurisdiction. We stand prepared to support SMAA in navigating the review process in Manatee County to do the same.



ANTICIPATED KEY ISSUES THAT SHOULD BE ADDRESSED

In Manatee County, the existing DRI was first approved in 1986. The approval covered 1,123 acres, including office, hotel, restaurants, light industrial, research and development, warehouse, manufacturing, general commercial (automotive care and truck repair), golf driving range, and pro shop. Development is divided into two phases, covering six outparcels with specific uses and intensity for each outparcel. Each outparcel identifies allowable intensity by phase and expiration date for buildout.

- **Streamline and simplify the approval process:** Today, the DRI has two governing documents: the Development Order, which contains stipulations to address regional issues, and the Zoning Ordinance, intended to address local issues and zoning regulations. Rescinding the DRI and pursuing approval of a Large Project with a new General Development Plan (GDP) will eliminate the DRI approval and simplify the approval document that governs development in Manatee County by eliminating duplicative stipulations. The final approval document will be one Development Order and a GDP.
- **Create a GDP that is illustrative and flexible:** The GDP should be a regulating plan document that helps illustrate a vision for the future. This guiding document should support the SMAA with future development goals and make identifying land and entitlements available for new development easy. Our detailed familiarity with the GDP process combined with EGS' deep institutional knowledge of this facility will allow SMAA to use this process to position for efficiencies in the downstream development steps strategically.

- **Create a useful tracking mechanism:** Whether it is part of the development approval or a tool for the SMAA, tracking charts are essential tools that help the development team maintain a record of approved and constructed entitlements verses available entitlements.

- **Traffic Study & Concurrency:** The team of experts we have assembled have a wealth of experience and knowledge about SMAA, operations, and end-users. Stantec has a long history of preparing 380.06 Traffic Studies for DRIs, including two-county DRIs and Large Project Traffic Studies. In partnership with Stantec, Truckin Traffic will work collaboratively to confirm and memorialize the most effective and efficient approach to analyzing traffic for SMAA. Together, we will map out transportation strategies and options for consideration by SMAA staff to establish and settle concurrency concerns for all entitlements within Manatee County and eliminate the requirement to monitor traffic on an annual basis.

- **Federal, State, and Local Permitting:** The diverse team of professionals assembled for this effort were carefully selected to ensure we cover all aspects of the planning and entitlement process while respecting the federal and state regulations airports must comply with to protect their certifications and grant assurances. Planning projects are the foundation for future permitting and development approval. We will work to allow flexibility for future opportunities without sacrificing operational efficiency or long-term aviation growth at the airport.

- **Wetland delineation:** EGS has been involved in most of the wetland delineation on the airport. An existing wetland map and release of specific areas by the Corps of Engineers is available in Master Drainage Plan Update Report. This doesn't include some outparcels nor site-specific visits the district is requiring for the various projects done under the Master Drainage Plan. There are no local wetland maps.

- **Wildlife Hazard Management Plan:** Airports have unique requirements to manage wildlife that can be hazardous to aircraft operations. SRQ as a commercial service airport has a Wildlife Hazard Management Plan that includes active controls and associated state and federal permits. It also includes passive controls, chief of which is habitat management. Elimination of onsite wetlands and mitigation outside a five-mile radius of the airport is the desired approach. Including language acceptable to local and state agencies reflecting this should be a key consideration in the GDP.

- **Sediment And Erosion Control Plan:** Individual projects will require their own sediment and erosion control plan. However, provisions can be made inside a generic plan to require specific design features, maintenance during and post construction, monitoring requirements consistent with state NPDES and water management district criteria, and identification of outfalls from the airport to jurisdictional waters that can serve as regulatory compliance points and/or additional locations for temporary control features.

- **Existing Master Drainage Plans**: EGS has existing master drainage plans from the 2020 update but these do not fully reflect construction since that time. They will serve as a base for existing condition master drainage plan updates.

- **Airports and water management:** Airports, with respect to water management, are different from almost all other development types. This is reflected in the current and proposed rules in 62-330 Florida Administrative Code. EGS led the technical research teams and either compiled or wrote the rules and all editions of the Florida Airports Stormwater Best Management Practices Manual the rules reference. However, local water management codes and ordinances do not consider the differences between airports and other developments. EGS has suggested language, reproduced below, to help resolve these differences. This can be further enhanced to bring the development of SRQ more nearly into alignment with state criteria for airport water management. The stormwater management system shall be designed, constructed and maintained so as to meet or exceed the applicable requirements of Chapter 62-330 Florida Administrative Code (FAC) and the Statewide Airport Stormwater Best Management Practices Manual (Airside BMP Manual) available from the Florida Department of Transportation and referenced in Rule 62-330.449 FAC. New construction shall use the most current updates of the Rules and the Airside BMP Manual for all new projects unless approved or directed otherwise by the Southwest Florida Water Management District (SWFWMD). An Environmental Resource Permit (ERP) issued by SWFWMD shall be evidence of compliance with this requirement and no further stormwater management system review by other local jurisdictions shall be required.

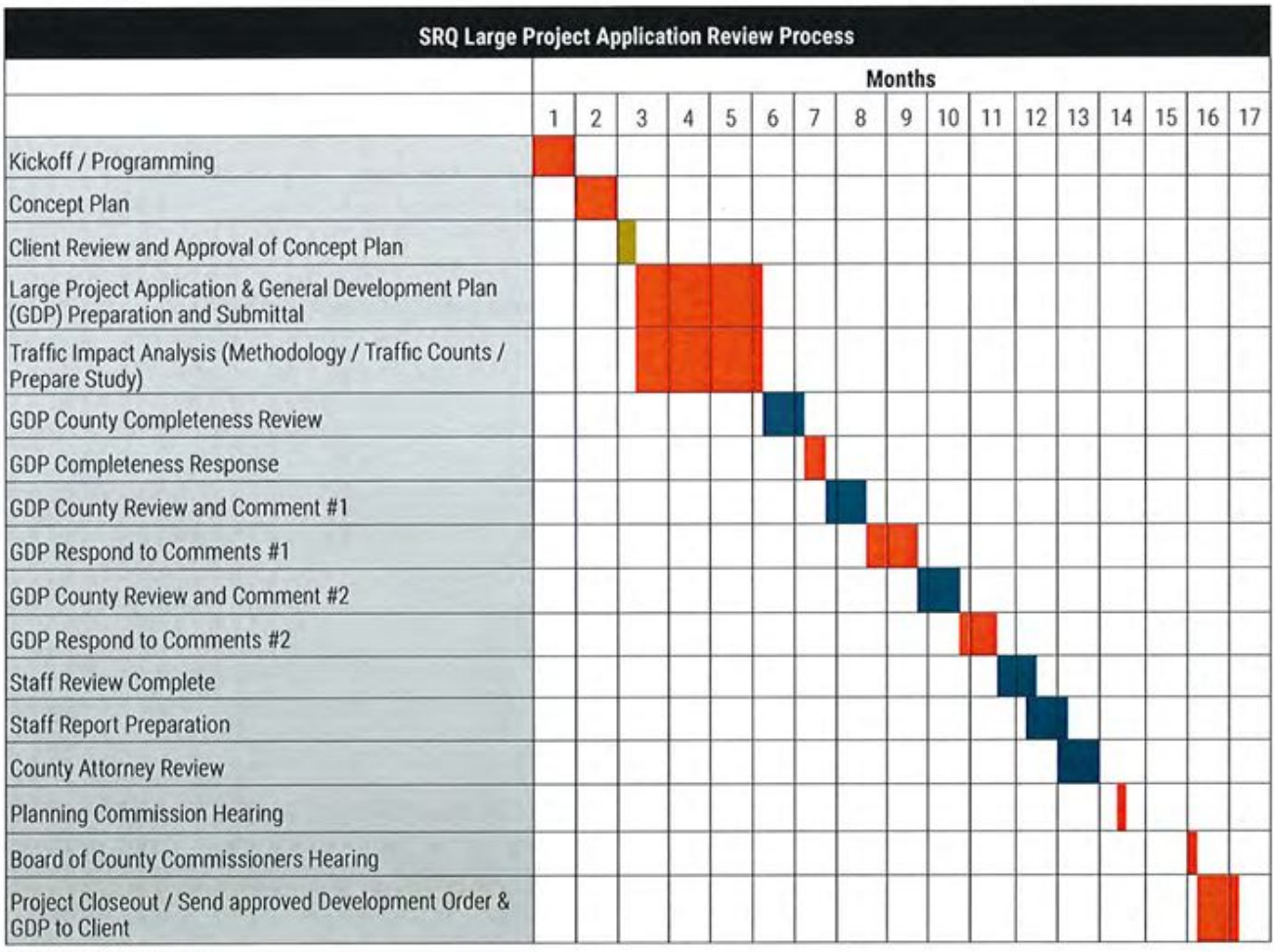
PROJECT SCHEDULE / TIMELINE FOR DELIVERABLES

Active projects in Manatee County should continue under existing approvals so the following application process should not impact pending projects. With that said, this team will work closely with County staff to expedite the review process while ensuring a thorough, efficient, and effective review.

- The project will start with a Team meeting with key SMAA staff and Stantec to confirm project goals, schedule, and programming.

- Following that team meeting, Stantec will work with EGS and Truckin Traffic to prepare a draft Concept Plan / General Development Plan to illustrate goals, programming, and phasing (if deemed appropriate).
- SMAA will be able to review and comment on the concept plan before the application is initiated in earnest.
- Upon approval from SMAA, the project team will prepare the application materials, including a Large Project Application Narrative, required zoning compliance narratives, General Development Plan, Transportation Impact Analysis, and other documentation, as required by the Manatee County Land Development Code.
- Upon completion of the application and confirmation from the Client, the application will be submitted for Completeness Review by Manatee County staff. During this review, they confirm all required documentation is included in the application and is ready to be routed for review.
- Upon confirmation of Completeness, a Case Manager is assigned to the application and County departments begin the review.
- The formal review process will take approximately nine to twelve months to complete—from submittal to the last public hearing.
- During the review process, a Neighborhood Workshop will be strongly encouraged by County staff. This workshop can be virtual or in person. The purpose of the workshop is to share information with the public, particularly adjacent property owners.
- The Case Manager prepares their staff report once the application is deemed sufficient and all review comments have been addressed. The report is reviewed by Development Services management, then the County Attorney's Office. The public hearing dates are set during that process, and the public notice process begins.
- Stantec staff will prepare public notices for mailing to adjacent property owners. They will also coordinate with County staff regarding signs for posting and the published notice.
- In collaboration with SMAA and the consulting team, Stantec staff will prepare a PowerPoint presentation for the Planning Commission. The presentation will provide an overview of

SRQ Large Project Application Review Process



the Large Project Application and General Development Plan. Stantec and other team members will be prepared to present the application on behalf of SMAA.

- Following the Planning Commission, the application will be scheduled for a public hearing before the Board of County Commissioners. As with the Planning Commission, Stantec staff will update and utilize a PowerPoint presentation to offer the Board of County Commissioners with an overview of the Large Project Application and General Development Plan. Stantec and other team members will be prepared to present on behalf of SMAA.

WHAT SETS STANTEC APART

- **Dedication to Quality, Safety, Environmental, and Secure Information Technology Systems:** Stantec follows standards established by the International Standards Organizations and holds certification in the following:
  - » **ISO9001:2015 Quality Management Standard:** From a quality standpoint, we apply seven key quality management principles—customer focus, leadership, engagement of people, process approach, improvement, evidence-based decision making, and relationship management. This also means that we adhere to strict quality control / quality assurance internal review processes and self-audit to meet the highest standards for our deliverables.
  - » **ISO45001:2018 Occupational Health and Safety Management Standard:** Stantec has established an occupational health and safety (OH&S) management system to provide safe and healthy workplaces by preventing work-related injury and ill health and proactively improving its OH&S performance.
  - » **ISO14001:2015 Environmental Management Standard:** Stantec follows a standardized and proven framework for its environmental management strategy that includes sustainable resource use, climate change mitigation and adaptation, and protection of biodiversity and ecosystems (as appropriate).
  - » **ISO/IEC20000-1:2018 Certified IT Service Management Systems:** Stantec has established a framework and a systematic approach to plan, implement, operate, review, maintain, and improve our Information Technology service management system. This framework provides for staff with a heightened awareness for managing our client's digital data and standard protocols to minimize the risk to our clients and company.
- **Communication and Coordination:** Stantec recognizes that SMAA is an essential service provider to Manatee and Sarasota Counties and the entire Southwest Florida region. **We understand the importance of this project to enable SMAA to continue to expand and grow.** At Project Kickoff, SMAA staff will be provided contact information for the team, including mobile phones and after-hour access. Our commitment to you and our community is to not only be responsive and timely but to be proactive in all matters. To keep communication lines open between SMAA and Stantec and ensure transparency with project status, we would propose bi-weekly meetings with key team members to discuss project status and next steps with the entire project team.
- **Local Codes, Regulations, & Permitting Expertise:** **Katie LaBarr, Frank Domingo, and Jim Paulmann lead a local Stantec team that includes staff who have been directly involved in entitlement for some of the largest landholders in Manatee and Sarasota Counties,** including such clients as, Lakewood Ranch, Palmer Ranch, Neal Communities, Neal Land & Neighborhoods, Kitson & Partners, and Sarasota Memorial Hospital, among others. In addition to private entitlement work, their team is involved in several public-sector work assignments for Manatee and Sarasota County Governments.

  Katie, and Jim, and other key team members have experience in local government—Jim in Sarasota County and Katie in Manatee County. They understand the regulatory framework from the perspective of the local government and from the perspective of the client. This unique perspective enables them to guide their clients through the process efficiently and effectively.

  Principal-in-Charge Jim Paulmann was Chief Planner for Sarasota County and coordinated the original DRIs with Manatee County, City of Sarasota, Tampa Bay Regional Planning Council, Southwest Florida Regional Planning Council, and Sarasota County. Based on their collective experience, Katie and Jim keenly understand the DRI regulatory process and local processes being implemented to address planning for large projects in both counties. Frank Domingo was the former County Engineer for Sarasota County and brings additional in-depth knowledge of the governmental engineering regulatory processes that will affect this project.

  In addition, EGS personnel have been working with the SRQ since 1984. This included the original DRI that commenced in 1995, updates, and annual monitoring reports. They have the files from the recent GDP interim updates and can interface these with the planning efforts necessary to complete this task. They worked with Dan

Bailey at Williams Parker. EGS also has existing utility information for the airport.

This team of experts is familiar with common permitting challenges in both jurisdictions, working closely with SMAA's legal representation. We are uniquely qualified to provide you with a team of local experts with a long history of proven results.

- **Knowledge of FAA, FDOT, and FDEP Regulations/ Requirements:** Airports typically have multiple agencies involved in every aspect of development and operation. In addition to the local regulations, airports are required to comply with federal and state agency regulations, which can often be conflicting. The Stantec team is accustomed to navigating these challenges and has worked collaboratively with both FAA and FDOT on numerous projects, through various phases including planning, permitting, and site development. Stantec understands the complicated regulatory framework that SMAA operates in from a local, state, and national perspective.

- **We understand the importance of Scope, Schedule, and Budget:** Stantec excels at complex and multidisciplinary projects, requiring meticulous and detailed project management to stay on schedule and within budget. Our scope control plan includes careful scope and schedule definition and budget preparation with peer and independent reviews before it is submitted to the client. As part of this process, we identify potential challenges to the project, include assumptions and potential solutions based on experience and understanding, and incorporate them into the task scope and budget. Integrating solutions to manage these constraints early in the planning phase provides the best opportunity for the team to complete projects on schedule and within budget. Project cost and scheduling controls will be developed and maintained for the project's life. Stantec has the breadth of expertise and resources to enable us to assign competent personnel to each task. Per our project management approach, we will develop a budget and schedule to ensure they meet certain required reporting and billing requirements, if applicable.

  After client approval, our Project Managers communicate regularly with the client regarding project status, schedule, and budget. During every stage of the project, the schedule will be monitored regularly, with reporting from the team members to the Project Manager, who will communicate and coordinate all activity with the client.

  We also recognize that project cost control is a major part of good project management. It begins with implementing a comprehensive cost control process that accurately tracks and easily references commitment against budget and cost. As each stage of the work is initiated, a weekly labor distribution report is provided to the Project Manager, allowing for both review and the tracking of costs and project status. This aids the Project Manager to ensure work is on schedule and within budget at any project stage.

- **We deliver a Quality Product:** To ensure our program work plan meets quality objectives, we will review the project with a QA/QC Manager to monitor internal Quality Control processes to ensure the accuracy, timeliness, and coordination of activities are maintained to achieve the project deliverables.

  Stantec's Project Management Framework identifies the critical tasks that will help manage risks and quality on a typical project. The ten points of the PM Framework are organized based on the four stages of project management: Initiate, Plan, Execute, Monitor & Control, and Closeout. These tasks represent the project requirements of our Integrated Management System (IMS). The IMS is all about doing things right and providing a disciplined and accountable framework for how we provide services to our clients and communities. The scope of the system includes all critical business processes and provides benefit by:

  - *Providing a disciplined, holistic approach to identifying and managing risks and promoting quality outcomes*
  - *Promoting transparent accountability through rigorous performance assessment*
  - *Clarifying expectations*
  - *Facilitating formal and regular client feedback to promote continual improvement*
  - *Supporting regulatory compliance*

- **Project Closeout:** Following approval of the Large Project Application and General Development Plan, Stantec will coordinate with Manatee County Government staff to obtain fully executed copies of the Development Order and an approved General Development Plan. These documents will be provided to SMAA electronically and in hard copy for their records. The Project Manager will work closely with SMAA staff to ensure they have records of all documentation that was relied upon in the preparation and execution of the application. Upon receipt of the approved documents and confirmation that SMAA staff have a complete record of the application, the project will be scheduled for closure.

E. Ability to meet the DBE/MBE/WBE Goal



$140 M

Stantec's spending on ***DBE/WBE/MBE*** subcontractors in the U.S. in 2021

Stantec is committed and dedicated to expanding economic opportunity to minority firms. As a large organization, our social responsibility is to level the playfield and reduce inequalities in the AEC industry by partnering with DBE/WBE/MBEs. Because their success is our success, we actively seek and maximize opportunities to engage these partners by matching them with projects on which they can perform meaningful work and provide the service and expertise they are certified to perform, while we keep the needs of our clients as our top priority.

OUR SOCIAL RESPONSIBILITY

Stantec has implemented a Supplier Diversity Program that consists of a small/ diverse subcontractor utilization policy, internal evaluation, reporting and benchmarking, online vendor profile registration, and implementation of strategic teaming partnerships. Stantec believes that **DBE/WBE/MBEs** are an economic engine of growth and play an integral role in helping us support our clients' needs. Stantec's policy is to include subcontracting opportunities for our small and diverse business partners for meaningful roles on independent tasks that help build their technical capacity and enhance their prospects for growth.

We aim to develop long-term business relationships with **DBE/WBE/MBEs**, even more so with those that hold quality and client service to the same standards as we do. Then, we actively seek and maximize opportunities to engage them on projects on which they can perform meaningful work and provide the service and/or expertise they are certified to perform, while we keep the needs of our clients as our top priority. Utilizing this approach, Stantec has mentored various minority certified firms and completed many successful projects that have met or exceeded the DBE/WBE/MBE participation goals set by the client.

OUR COMMITMENT

Stantec has been working on projects with DBE & W/MBE participation goals in Florida for more than thirty years, and has consistently met or exceeded these goals during this time. Through those projects, we have established long-term business relationships with several DBE/MBE/WBEs based on mutual respect and trust between our firms. Therefore, **Stantec is committed to meeting or exceeding the SMAA's 3.0% DBE/MBE/WBE participation goal for this project.** The scope of services, the SMAA's participation goal, and our established business relationships with local DBE/MBE/WBE firms, helped us guide our decisions on team structure. **Our proposed team for this project includes a total of two DBE/MBE/WBE certified firms, whom have a long history of working together and/or with the SMAA. These firms include: EGS and BES.**

Stantec understands that successful planning and design is a product of team participation and synergy. Therefore, our DBE/MBE/WBE partners will be involved in meaningful project roles as we carry out each assignment, ensuring Stantec is upholding the SMAA's goals for DBE/WBE/MBE involvement. We will ensure their success by providing the appropriate planning, environmental, engineering, and management support to their leadership efforts. The DBEs will be invited to regular meetings on areas they are leading or providing support services. As well, we will have regular meetings with each firm to share feedback with each other so that we continue to strengthen our team.



Katie LaBarr AICP

PROJECT MANAGER, POLICY PLANNING (MANATEE COUNTY)/ POINT OF CONTACT

EDUCATION

Master of Public Administration with Certificate in Emergency Management, Florida State University Tallahassee, Florida

Master of Science, Planning, Florida State University, Tallahassee, Florida

Bachelor of Arts, Political Science, University of South Florida, Tampa, Florida

REGISTRATIONS

Certified Planner: #023432 American Institute of Certified Planners

MEMBERSHIPS

American Planning Association

Florida Planning and Zoning Association

Board of Directors, Leadership Manatee

YEARS OF EXPERIENCE

18

(*) Prior to Stantec

Katie's career has included experience in state and local government, as well as private sector planning. A graduate of Florida State's Department of Urban & Regional Planning and Reubin O'D. Askew School of Public Administration and Policy, she has used her education and experience to promote sustainable community development, with a focus on community resiliency. Katie's current responsibilities include serving as the lead planner on large residential and mixed use projects in Hillsborough, Manatee and Sarasota Counties, assisting with development agreement negotiations, preparing Notice of Proposed Change applications for Developments of Regional Impact (DRI), and rezone and site plan applications for moderate scale residential developments. Katie's goal has always been to work with clients who desire to make places that add value to the community, and promote a sense of place.

PROJECT EXPERIENCE

University Lakes DRI | Manatee County, Florida | Project Manager

Processed a modification to the General Development Plan for the University Lakes DRI, located in Lakewood Ranch. The request included increased height for Town Center, as well as minor updates to dimensional standards that are intended to improve the variation of housing types that can be made available within Lakewood Ranch.

Babcock Ranch Community Development of Regional Impact | Charlotte County, Florida | Project Planner

Assisted with revisions to the Master DRI, as well as incremental applications for this large-scale mixed use community. Buffered by 74,000 acres of state-owned preservation lands, this 17,000-acre future sustainable community of 40,000 will ultimately be enhanced by parks, marshes, and golf courses and supported by 6 million square feet of retail and commercial facilities. The Ranch is envisioned as a model for sustainable development throughout the state. Stantec supports Babcock Ranch with Master and Incremental Development Order applications and amendments, which includes close coordination with the client and project team, to ensure successful execution and implementation.

West Villages | Sarasota County, Florida

The West Villages, approximately 8,000 acres, located in the City of North Port, Florida, is envisioned as a vibrant mixed use community that will utilize design elements of city and neighborhood planning, through the development of 11 distinct villages, consistent with the City's Village District requirements. Stantec serves as the planning, design and engineering consultants for this community. We are currently preparing and processing amendments to the Index Map. We are also preparing a Large-Scale Comprehensive Plan Map and Text Amendment application for property that has recently been acquired, as well as a rezone application for property that does not currently have the proper implementing zoning district for Village development. Finally, we are preparing a Village District Pattern Plan for Village "D", which is envisioned as a vibrant, mixed use village, offering retail, office, civic and residential uses. The vision for West Villages is sustainable development that ensures environmental preservation and enhancement, while providing for a functional and rational development pattern, relying on sound planning and design principles.

Public Sector Planning* | Manatee County, Florida | Principal Planner

Reviewed applications (Development of Regional Impact, rezone, Planned Development) for consistency with the Comprehensive Plan and Land Development Code; prepared staff reports and presented recommendations to Planning Commission and Board of County Commissioners. Reviewed Special Permit applications for consistency with the Comprehensive Plan and Land Development Code; prepared staff report and presented recommendations to the Hearing Officer. Reviewed Comprehensive Plan Map or Text

Katie LaBarr AICP

Stantec

Amendments for consistency with the Comprehensive Plan; prepared staff report and presented recommendations to the Planning Commission and Board of County Commissioners. Reviewed and approved administrative cases (Final Site Plans, Administrative Permits) to ensure consistency with the Comprehensive Plan and Land Development Code.

Villages of Amazon South | Manatee County, Florida | Planner

Processed a large project, planned development rezone application for a mix of 1,999 detached, semi-detached, and attached residential units with a 60,000 sf commercial component in northeastern Manatee County and obtained approval from Manatee County Board of County Commissioners. Assisted with the negotiation of the associated Local Development Agreement with Manatee County addressing transportation, utility, right-of-way, pond capacity, land dedication and reimbursement terms on behalf of the Neal Communities of Southwest Florida.

Havernick Property | Manatee County, Florida | Project Manager/Lead Planner

Stantec provided design, planning, and engineering services for approximately 1,280+ acres of property located north of Moccasin Wallow Road, south of Buckeye Road, west of US 301, and east of Carter Road, in northeastern Manatee County. This project included preparation of an application for rezone from A (General agriculture) and PDMU (Planned Development Mixed Use), to PDMU (Planned Development Mixed Use), a Large Project Application, and General Development Plan (GDP) that provided for the development of up to 3,842 residential dwelling units and 82,000 square feet of commercial floor area. Services also included a Traffic Impact Analysis, for the purposes of obtaining Transportation Concurrency with the GDP and preparation and support in negotiating a Land Development Agreement.

Morgan Glen, Manatee County, Florida | Project Manager/ Lead Planner

Morgan's Glen is a 138± acre parcel in Manatee County, Florida, south and directly adjacent to Moccasin Wallow Road and centered on the future intersection of Ft. Hamer Road Segment A. Morgan Glen is proposed to include approximately 380 residential units and a 11.5± acre commercial parcel. Stantec is providing Preliminary Site Plans for the overall development, as well as a detailed Preliminary Site Plan for the commercial parcel, Final Site Plans, and associated support for access and bicycle/pedestrian circulation.

Indigo, Manatee County, Florida | Planner

Processing a rezone application for 590 detached and semi-detached residential units in eastern Manatee County. Preparing an application for a Right-of-Way Vacation for a portion of public right-of-way that lies within development area.

Magnolia Point, Manatee County, Florida | Planner

Prepared planned development rezone application for 78 dwelling unit subdivision in southern Manatee County for processing through various governmental agencies.

Fox Subdivision, Manatee County, Florida | Planner

Prepared planned development rezone application for 37 dwelling unit subdivision in southern Manatee County for processing through various governmental agencies.

Eagle Pointe, Manatee County, Florida | Planner

Processed a large project application for a mix of 1,600 detached, semi-detached, and attached residential units in northeastern Manatee County for processing and approval by the Manatee County Board of County Commissioners. Assisted with the negotiation of the associated Local Development Agreement with Manatee County addressing pond capacity, and land dedication on behalf of Homes by Towne.

Westminster Communities of Florida| Point Pleasant, Bradenton, Florida | Project Manager

Katie is currently providing planning/zoning/consultation services to Westminster Communities of Florida – collaboratively working with the client and City to outline an entitlement strategy that will enable redevelopment of property owned by Westminster while retaining developed density.

Emergency Management Planning* | Manatee County, Florida | Hazard Mitigation Planner

Served as the Hazard Mitigation Planner from 2006 through 2008, was responsible for the implementation of the Manatee County Local Mitigation Strategy. Katie successfully coordinated and hosted the 2006 & 2007 Manatee County Hurricane Expo. She reviewed residential development for public safety and hazard related issues to ensure compliance with the Comprehensive Plan and Land Development Code. Katie prepared a grant application and successfully received funding for the State of Florida Residential Construction Mitigation Program. She also secured Manatee County's participation in a Statewide Pilot Program to develop a Post-Disaster Redevelopment Plan.

Stantec



Josh Philpott AICP

AIRPORT/AVIATION PLANNING

EDUCATION

Bachelor of Science, Natural Resource Management, Western Carolina University, Cullowhee, North Carolina

REGISTRATIONS

Certified Planner: #151648, American Institute of Certified Planners

MEMBERSHIPS

Airport Development Product Council, Urban Land Institute

Member, American Planning Association

Member, Florida Planning and Zoning Association

Member, Florida Airport Council

YEARS OF EXPERIENCE

20

Josh is an urban planner with more 20 years of experience in community and land use planning, with a focus on airport and military planning and compatibility. His experience includes working on a variety of large-scale projects for both public and private sector clients. Josh specializes in leading planning and design projects which included airfield and landside development considerations due to his expertise and understand of the complex regulatory structure for airports and local land use planning policies. Prior to joining Stantec in 2014, Josh was the Manager of Planning for the Lee County Port Authority and was responsible for managing the long-term planning, noise, and airspace programs for Southwest Florida International Airport and Page Field General Aviation Airport.

PROJECT EXPERIENCE

Tampa International Airport South Terminal Expansion Project | Tampa, Florida | Senior Airport Planner

Stantec was responsible for designing a future non-aviation development complex at Tampa International Airport. The overall design included redevelopment of previous airport related structures. The Stantec team developed a plan that included redeveloping existing airport buildings and infrastructure to support the future of TPA. The proposed development includes a 10-story hotel building, a 9-story office building, parking garage, and several stand-alone retail buildings. As part of plan development, Stantec was responsible for analyzing the proposed building and critical airspace (Part 77, TERPS, GQS) to provide maximum "build-to" heights for the proposed non-aviation development to ensure the proposed development would not impact the protected surfaces, or create an obstruction or hazard to navigation.

Skyplex Development Strategy at RSW Airport | Fort Myers, Florida | Senior Airport and Urban Planner

Stantec, working as a subconsultant to Cushman & Wakefield – Commercial Properties of Southwest Florida, is leading the planning, engineering, and design for an 1,800 acre development area at Southwest Florida International Airport (RSW) known as Skyplex. Skyplex consists of land slated for the development of both aviation and non-aviation related uses north of Runway 06/24. LCPA has had success in attracting three tenants to develop in the area over the past decade, but not to the extent they would like. LCPA hired Cushman & Wakefield to manage the real estate services relating to attracting future tenants and leasing of the property. C&W hired Stantec to oversee the planning, design, engineering, and permitting efforts for the future development. AS part of this project Stantec is leading the development of a conceptual development plan grounded in market based research on demand and absorption for specific industries and sectors. The planning framework will then allow the project team to obtain local, state, and federal permits to enable the property to be "shovel-ready" for development – a key factor in attracting economic development projects.

Charlotte Douglas International Airport Land Development Strategy | Charlotte, North Carolina | Senior Airport and Urban Planner

Stantec, as a subconsultant to Cushman & Wakefield, is leading the airport planning, land use planning, and initial conceptual design for the Destination District, an 180 acre development area located at the entrance to CLT. In coordination with MXD Development Strategist, Stantec is working to provide a strategic vision for the future development of the airport gateway area to allow the airport to create a vibrant economic development opportunity while also protecting the airport from incompatible uses and unsightly development.

Josh Philpott AICP

Stantec

Birmingham Airport Land Use Redevelopment Plan | Birmingham, Alabama | Project Manager

BHM is located just five miles northeast of downtown Birmingham which provides seamless access to the innovative companies and startups located in the urban core. Growth at the airport and within the region is also supported by the connectivity to the growing metro regions of Atlanta, via I-20, and Nashville via I-65. The Birmingham Airport Authority (BAA) desires to update the existing Airport Land Use Redevelopment Plan with market and economic driven land use recommendations for the approximate 768 acres of land within the study area.

Airglades Airport Land Use Study | Private Clients | Hendry County, Florida | Senior Planner

The project included the investigation of economic opportunities associated with the Airglades Hendry County Airport. This public-private partnership involved a comprehensive plan amendment that would provide an opportunity for significant expansion of the airport to serve as a cargo reliever airport to Miami International and associated economic development opportunities around the airport. Stantec analyzed 40,000 acres under private ownership surrounding the airport, as well as the overall impact to and relationship with the City of Clewiston. The study included mapping and data analysis, current and anticipated airport expansion plans, community growth projections and demand estimates for commercial retail, office, heavy and light industrial, residential, service, civic, and other uses.

Chattanooga Municipal Airport District Planning Study | Chattanooga, Tennessee | Senior Airport Planner

Stantec conducted a comprehensive planning study of the Airport Area that made recommended actions to enhance the District as a key gateway to the City of Chattanooga. Stantec's team members prepared an illustrative master plan for feasible economic investment in two to three focus areas. The plan synthesized information gathered from the market analysis, land uses, transportation, and stormwater assessments as well as the community charrette and stakeholder meetings. The conceptual master plan focus areas clearly depict development form and character. Our designers provided enough detail to discern the location of buildings and parking, big box and small scale commercial, residential, and streetscape elements.

Lee County Port Authority – Planning and Environmental Compliance Continuing Services | Fort Myers, Florida | Project Manager

Stantec maintains a continuing services contract with Lee County Port Authority (LCPA) to oversee numerous projects and tasks related to airport planning and environmental compliance. LCPA manages both Page Field (FMY) and Southwest Florida International Airport (RSW). The work conducted as part of this contract covers all aspects of airport planning and environmental oversite including environmental mitigation and remediation projects, NEPA documentation for various projects, and airspace obstruction evaluations, hazardous wildlife management. Stantec has provided strategic vision for the management of a 7,000 acre mitigation park owned by the airport. Stantec has managed over eighty tasks currently, with additional tasks requested continuously. Stantec is uniquely positioned to provide a team of professionals to manage the breadth and depth of work to ensure the airport continues to operate and grow without disruption.

Stantec



Jim Paulmann FAICP

PRINCIPAL-IN-CHARGE, POLICY PLANNING (SARASOTA COUNTY)

EDUCATION

Bachelor of Arts, Urban Studies, California State University, Northridge, California

REGISTRATIONS

Certified Planner: #005166, American Institute of Certified Planners

YEARS OF EXPERIENCE

47

MEMBERSHIPS (PARTIAL LIST)

Fellow, American Institute of Certified Planners

Past President, Home Builders Association Manatee-Sarasota

Economic Development Corporation of Sarasota County

American Planning Association

Board of Directors, South Tampa Bay Area Transportation Partnerships

Jim is Stantec's Discipline Leader for our group of over 100 Planners across the U.S. He has over 45 years of professional planning experience with deep systems understanding and project implementation know-how. An expert in managing and supervising land development and redevelopment, he has coordinated master planning and entitlement procurement for nationally recognized large-scale communities and major commercial projects. He has extensive experience with community planning involving visioning, preparation of and amendments to comprehensive plans, areawide, corridor, neighborhood, airport and military planning programs and land development regulations, resiliency, and community outreach.

PROJECT EXPERIENCE (PARTIAL LIST)

Palmer Ranch | Sarasota County, Florida | Principal-in-Charge

The north 5,000 acres of this property went through extensive review and analysis and was approved in a master development order for a development of regional impact (DRI). The development plan included a housing mix of 11,550 units, employment centers with four million square feet of office, industrial, and commercial uses, and recreational areas that include a systems of greenways and blueways that connects to a regional rails-to-trails network, linking to a state park, gulf beaches, and the downtown area of Venice. The project's environmental systems plan has received national recognition and has been used as a model for environmental planning nationally.

A project of this scale typically presents many challenges, but through creative planning and coordination, Stantec was able to anticipate issues and find the most appropriate solutions to enhance community cohesiveness and create outstanding neighborhoods uniquely integrated with nature. For example, the environmental systems plan established baseline information and strategies for stormwater management, floodplains, native habitats, rare and endangered species, and historical and archaeological sites before the land use plans were developed. This green infrastructure system enhanced area-wide benefits for habitat management, regional stormwater systems, and water quality improvement.

Babcock Ranch Community | Multiple Sites, Florida | Project Manager

Convening and engaging the public and private sectors to build a vision for this unique community was key to creating a future community that will harmoniously meet social, environmental, and economic goals. Stantec worked on the visioning, master plan, entitlements, and environmental permitting for the Babcock Ranch Community, a dynamic and progressive new development in Southwest Florida. Buffered by 74,000 acres of state-owned preservation lands, this 17,000-acre sustainable community of 40,000 will be enhanced by parks, lakes, marshes, and golf courses and supported by 6 million SF of retail/commercial facilities. Close collaboration with the client and community leaders was essential to create the public/private partnership needed to execute project objectives.

Airglades Master Planning | Hendry County, Florida | Technical Specialist

Stantec was hired by two major landowners to better understand and prepare for the Air Cargo Complex expansion with a comprehensive evaluation of future demands and growth by creating a strategic land use analysis and correlating conceptual master plan. Tasked to analyze 40,000 acres around the airport, the study included mapping and data analysis, current and anticipated airport expansion plans, community growth projections, and demand estimates. The study accounted for residential, commercial retail, office, industrial, service, civic, water, and wastewater demands, stormwater management; transportation improvements and related infrastructure improvements and associated costs; as well as environmental impacts. Conceptual plans were prepared based on projections through incremental phases of growth and development. Final recommendations included a development action plan for the primary development opportunities. The plan supports the emergence of a major cargo hub

for perishable foods and flowers while also planning for residential growth. The expansion will to provide adequate housing opportunities for the growing workforce and commercial development to provide goods and services to the new population.

Clark Road Properties Amendment | Sarasota, Florida | Project Manager

Responsible for the preliminary planning and processing a Comprehensive Plan Amendment that revise polities and definitions related to future development of walkable villages on properties located outside the Urban Service Area and south of Clark Road. The project included data collection and analysis, public workshops, drafting of documents, and public hearings. This also included revising the Sarasota County Zoning Regulations to implement the Comprehensive Plan Amendment.

Vision North Port, A Citizens Master Plan | Sarasota County, Florida | Project Advisor

Responsible for providing specific expertise. This community master plan included extensive research; public involvement, urban design; and master planning resulting in a published master plan expressing the community's desires and aspirations for the next 50 years.

City of Corpus Christi Comprehensive Plan Update | Corpus Christi, Texas | Technical Specialist

Mr. Paulmann served as the technical specialist focused on infrastructure related issues including potable water, wastewater, stormwater and transportation. This included working with stakeholders in the community and working groups to develop policies and strategies for implementation.

Energy Economic Zone Pilot Program | Sarasota, Florida | Principal-in-Charge

Responsible for overall client interface and team management. Stantec was responsible for recommending changes to the Comprehensive Plan and producing plans and studies for an Energy Economic Zone designated as a pilot program for a model sustainable community by the Florida Department of Community Affairs funded through a U. S. Department of Energy grant. This public/private partnership involved coordinating private Sector initiated land use changes and policy development and plans for greenhouse gas reduction, low impact design and multi modal transportation, including development of a low speed electric vehicle network. The project also involved an extensive stakeholder outreach program.

DeSoto Future Comprehensive Plan Update | DeSoto County, Florida | Principal-in-Charge

Responsible for overall client interface and project team management. Answering to several clients, Stantec followed changes to DeSoto County's Comprehensive Plan to provide input for both the County and the client's interests related to the development of strategies and policies for greenhouse gas reduction strategies and carbon sequestration consistent with Florida House Bill 697.

FPL DeSoto Solar Photovoltaic Next Generation Facility | DeSoto County, Florida | Project Manager

Responsible for ongoing client and project coordination, account management, and project scheduling. This project entailed obtaining a special exception from DeSoto County to allow a megawatt solar photovoltaic (PV) generation facility on 1,525 acres of the total 13,564 acres held by FPL. Following approval, a Comprehensive Plan Amendment application was submitted to designate 5,162 acres as an EGF (Electrical Generating Facility) to allow for a future 300 megawatts of solar PV. An environmental evaluation of the site was provided along with a phasing and buffering plan.

Naval Construction Battalion Center + Special Areas Joint Land Use Study | Gulfport, Mississippi | Principal-in-Charge

A Joint Land Use Study, funded in part by OEA and Mississippi Development Authority, was initiated to analyze a study area encompassing two counties and two cities to identify compatible land uses and growth management guidelines surrounding the main base of NCBC Gulfport and the associate special areas of Woolmarket Range, Stennis International Airport, and Western Maneuver Area in coastal Mississippi. Primary concerns were associated with noise, land use suitability/compatibility, land uses, growth management guidelines, security, transportation congestion, and sea level rise surrounding Fort Eustis in the urbanized, Hampton Roads area.

Joint Base Langley-Eustis (JBLE) Joint Land Use Study (JLUS) Newport News, VA | Principal-in-Charge

In 2016, in conjunction with Newport News, York County, and James City County, Stantec began the Fort Eustis JLUS and JBLE in Virginia. The purpose of the JLUS was to work with Newport News and James City County looking specifically at Fort Eustis and implementing measures that prevent the introduction of incompatible development. The study resulted in a set of recommendations and guidelines for both the military and community stakeholders to promote compatible development, and reduce operational impacts.

Stantec



Raymond Dennis III, PWS

ENVIRONMENTAL PLANNING

EDUCATION

Bachelor of Science, Biological Sciences (Aquaculture), Florida Institute of Technology

REGISTRATIONS

Professional Wetland Scientist #2054 Society of Wetland Scientists

Open Water Diver Professional Association of Diving Instructors

YEARS OF EXPERIENCE

28

MEMBERSHIPS

Florida Association of Environmental Professionals, Member, Tampa Bay Section

For 28 years, Raymond has dedicated his career to assisting clients in achieving their project objectives while protecting and restoring natural resources. The focus of his scientific training and experience has been on coastal and freshwater wetland ecology, regulatory policy, habitat restoration, and wildlife management. His experience includes comprehensive project environmental impact assessments requiring the detailed study of environmental features and baseline conditions, including the identification of important biological systems, protected flora and fauna and their habitats, surface and ground water quality, soils, and community issues as well as habitat restoration design and implementation.

Raymond is one of Stantec's coastal restoration Subject Matter Experts (SME) and is particularly recognized for his innovations in methodology relative to coastal restoration and transplantation of submerged aquatic vegetation, for which he has published articles on these techniques and patented specialized equipment.

Raymond is also recognized for providing creative solutions that have saved millions of dollars in mitigation costs as well as reduced permitting timelines on large scale projects involving significant impacts to protected resources and has worked on various coastal habitat assessment and restoration projects throughout Florida and the Gulf Coast of the United States and has international experience working on projects in Jamaica, Qatar, Israel, and British Columbia. As a certified Federal Aviation, Administration (FAA) Remote Pilot, Raymond has been integrating small, unmanned aircraft system (sUAS) or drone-based services into Stantec.

PROJECT EXPERIENCE (PARTIAL LIST)

Development of Regional Impact Environmental Resources, Hillsborough, Manatee, Sarasota Counties, Multiple Sites, Florida | Ecologist

Provided project planning and permitting for multiple Developments of Regional Impact (DRI) regarding Environmental Resources including listed wildlife and critical habitats. Projects of note include: Villages of Sarasota, Sarasota County; Artisan Lakes, Manatee County; Cypress Banks, Manatee County; University Lakes, Manatee County; Wolf Creek, Hillsborough County; Southside Villages, Hillsborough County; and Stokes Property, Polk County.

Districtwide Environmental Permitting Support, FDOT D1, Polk, Manatee, Sarasota, Lee, Charlotte, Collier, Hendry, Glades, Hardee, Highlands, Okeechobee, and Desoto Counties, Florida | Project Ecologist

Responsible for wetland delineations and permitting support. Florida Department of Transportation District 1 awarded Stantec a contract to provide miscellaneous environmental permitting support and planning services. With 19 assignments to date, including development of a Florida panther crossing siting evaluation matrix, pollutant removal efficiency study of a dry detention with side bank filter in Manatee County, least-cost path modeling for Florida panther north of the Caloosahatchee River, districtwide sand skink and caracara GIS database development, panther crossing impact fee model development, and a wetland mitigation alternatives study in Sarasota County. Miscellaneous wetland and permitting tasks performed included the delineation of wetlands at I-4 and Countyline Road in Polk County.

Environmental Resource Permitting (ERP), Pinellas, Sarasota, Manatee, Hillsborough, and Polk Counties, Multiple Sites, Florida | Lead Ecologist

Responsible for local, state, and federal ERPs for various clients with different types of development within Pinellas, Sarasota, Manatee, and Hillsborough counties, including residential, light industrial/commercial, recreational facilities (i.e. parks, sports complexes), educational facilities, transportation projects, and golf courses.

Raymond Dennis, PWS

Gopher Tortoise Florida Fish and Wildlife Conservation Commission (FWC) Permitting, Burrow Surveys, and Tortoise Relocation, Hillsborough, Manatee, Sarasota, Pasco, and Polk Counties, Multiple Sites, Florida

As an Authorized Gopher Tortoise Agent (FWC Permit No.: GTA-09-00103F, Mr. Dennis has successfully completed multiple projects involving FWC permitting coordination requiring gopher tortoise burrow surveys, trapping, relocation including URTD testing and burrow excavation (both hand and mechanical excavation). Project sites for various public and private clients for these listed species support services have ranged in size from single family tracts to large scale development and commercial sites totaling over 1,500 acres within multiple counties including Hillsborough, Manatee, Sarasota, Pasco, and Polk.

Hillsborough County 2nd Street Bridge Replacement, Hillsborough County, Florida

Responsible for providing ecological services to support the project design review and environmental resource permitting for the replacement of the structurally compromised 2nd Street Bridge located in Ruskin, Florida. While the design of the replacement structure utilized an extended span approach that results in the construction of new wing walls landward of the existing bridge, impacts to coastal resources from the rip rap revetment that are necessary for scouring prevention presented potential permitting and compensatory mitigation hurdles. Stantec coordinated directly with the U.S. USACE and the NMFS to address the fill impacts to the mangroves that colonized along the narrow shoreline of the existing bridge. A Nationwide Permit (NWP) was issued within 90 days of permit application submittal with no mitigation required as the design elevation of the rip rap proposed by Stantec would facilitate the re-colonization of mangroves.

Hillsborough County Northwest Regional Water Reclamation Facility Expansion Design-Build, Hillsborough County, Florida

Responsible for wetland impact assessment, wetland delineation, wetland mitigation planning, and permit applications and supporting documentation. The Garney/ Wharton-Smith Joint Venture team was selected by Hillsborough County to design and build a 30-MGD expansion to the NW Regional Water Reclamation Facility (NWRWRF), including support facilities and recreational amenities for the surrounding community. The project included over 11 acres of freshwater wetland impacts, mostly forested. Stantec assessed wetland impact areas and onsite mitigation areas for ecological, physical, and hydrologic features and functions, performing topographic surveys, wetland delineation and surveys, and assessed the baseline function of degraded wetlands resulting from historical hydrologic alterations on the site. Stantec prepared construction plans and prepared and processed applications including uniform mitigation assessment method (UMAM) analyses associated with the project impacts and compensatory mitigation for local, state, and federal permits under an accelerated schedule. After submitting extensive permit application documents and design plans before the holiday break in December 2016, the Florida Department of Environmental Protection (FDEP) sent an email notifying the project team on January 27 that there were no outstanding completeness items on the permit application related to wetland impacts, compensation, or mitigation designs.

New St. Pete Pier Environmental Resource Permitting (ERP), St. Petersburg, Florida | Lead Ecologist

Responsible for developing environmental components to the local, state, and federal ERPs for the New St. Pete Pier Project including the pier design concepts associated with the seagrass enhancement and restoration areas. These design concepts include the breakwater for enhancement of the existing seagrass beds adjacent to the shoreline and the opening within the new pier design to facilitate the recovery of seagrass under the footprint of the existing pier. Also, provided coordination with the City of St. Pete, the regulatory agencies and commenting entities including National Marine Fisheries Services (NMFS) Habitat Conservation Division (HCD) relative to the preparation of the ERP applications including the development of the seagrass quality assurance/ mitigation plan and obtaining State and Federal permits for construction.

Port Manatee Berth and Turning Basin Expansion Seagrass Mitigation Project, Manatee County, Florida | PM/Ecologist

Responsible for the transplantation of over two acres of shoalgrass (Halodule wrightii) into various seagrass mitigation areas totaling over 20 acres in Tampa Bay, Florida. Provided project management for the seagrass mitigation permitting compliance monitoring and report submittals. Developed methodology for providing real-time ground-truthing accuracy as part of a computer assisted aerial analysis for measuring relatively large areas of seagrass (up to 50-acres). Served as expert witness at a State of Florida Administrative Hearing regarding seagrass mitigation permit compliance for the Manatee County Port Authority. Transplanted 1,001, eight-inch plugs of turtlegrass (Thalassia Testudinum) utilizing patented methodology and equipment (Pneumatic Plugger Method) as part of the Florida Department of Environmental Protection permit required remediation activities. For these transplanted units, we have documented an 84% survival rate of individual planting units after 1 year and 73% survival rate after 3 years.

Stantec



Jennifer Brunty, PhD, PMP

ENVIRONMENTAL PLANNING

EDUCATION

Ph.D. in Soil Science, Washington State University, Pullman, Washington

Master of Science, Agricultural Operations Management, University of Florida, Gainesville, Florida

Bachelor of Science, Agricultural Operations Management, University of Florida, Gainesville, Florida

REGISTRATIONS

Qualified Stormwater Management Inspector #7888, Florida Department of Environmental Protection

Project Management Professional (PMP) Project Management Institute

YEARS OF EXPERIENCE

25

MEMBERSHIPS

Project Management Institute, Member

Jennifer is a Senior Environmental Scientist with over 24 years of experience in wetland mitigation, water resources management, soil science, water quality monitoring, regulatory permitting, and compliance. Her expertise includes local, state, and federal environmental resource and restoration permitting; wetland delineations; feasibility studies; best management practices; and glare analyses for solar energy projects.

As former Project Manager for Southwest Florida Water Management District, she has experience managing a multi-million-dollar wetland mitigation program. Jennifer also served as a regulatory reviewer for stormwater management system and water use permits for the State of Florida, which included review of public supply water use permits, monitoring potential aquifer impacts resulting from large water users, and lake water sampling to test for septic tank and package treatment plant impacts to natural waters.

Her post-secondary education research focused on the use of biofiltration systems to improve water quality in aquaculture, as well as the use of cover crops to recapture nutrients to prevent leaching to groundwater supplies. She has performed work across multiple sectors including energy, transportation, agriculture, commercial and residential development, as well as municipal and state governments.

PROJECT EXPERIENCE (PARTIAL LIST)

Palmer Ranch Phase 1A Residential Development, Sarasota County, Florida | Senior Scientist

Provided support in site soils analysis for revisions to U.S. Army Corps of Engineers wetland data sheets. Provided site analysis and regulatory rule review support to demonstrate that increasing the depth and hydroperiod of an on-site wetland was restoration of a historically drained wetland, and therefore mitigation for changes to hydrology was not required.

Hidden Harbor Park Phase 1, Manatee County, Florida | Senior Scientist

Permitting of a recreational trail in a portion of a county-owned property. Coordination with County staff and state regulatory staff to obtain a permit to construct the recreational trail in uplands, adjacent to wetlands, and adjacent to a wetland mitigation area.

Assessment of Potential Seagrass Mitigation Sites for Port Manatee Dredging Project, Manatee County, Florida | Senior Scientist

Reviewed several potential seagrass mitigation sites for Port Manatee dredging project, developed pros and cons for each potential site and an overall recommendation for the most viable option. Produced report section for the mitigation analysis.

North Watershed Conservation Improvement Sites 3 and 4 on the Brighton Seminole Indian Reservation | Glades County, Florida | Senior Scientist

Developed report and datasheets describing current conditions compared to conditions during a feasibility study conducted in 2014 to support design of a hydrologic wetland restoration project with flood control components. Included development of wetland and upland shrub management and planting plans and specifications.

Central County Solid Waste Disposal Complex North Borrow Area Design and Permitting, Sarasota County, Florida | Scientist

Ongoing project to conduct assessment of current site conditions, delineate and evaluate conditions of wetlands, develop state and federal permit applications, including development of a wetland mitigation plan. Prepared and submitted state and federal environmental permit applications to excavate a former citrus grove for landfill cover. Significant issues encountered include complex site history and existing site conditions.

Jennifer Brunty, PhD, PMP

Florida Department of Transportation District 1 Wetland Mitigation Site Identification, Sarasota County, Florida | Scientist

Review of publicly owned lands in the South Coastal watershed to identify potential sites for use as Florida Department of Transportation District 1 wetland mitigation. Coordinated with numerous agencies to identify potential sites and technical review of sites to determine potential mitigation to be derived from proposed work.

Lorraine Road Extension, Sarasota County, Florida | Senior Scientist

Participated in delineation of wetlands in the vicinity of several proposed road extension locations located on thousands of acres of ranchlands and County preservation lands.

Hillsborough County Regional Offsite Mitigation Area (ROMA) Feasibility Study Hillsborough County, Florida | Project Manager

Jennifer led development of a feasibility study to determine future County mitigation needs, potential County lands for ROMA development, estimation of potential mitigation credits and construction costs, and assessment of existing alternative mitigation options.

Florida Department of Transportation Wetland Mitigation Program, Multiple Counties, Southwest Florida | Senior Scientist

As Senior Scientist, she assisted Manatee County staff with regulatory monitoring and construction inspections of a wetland mitigation site.

Picayune Strand Water Quality Improvement Feasibility Study, Collier County, Florida | Project Technical Lead

As Technical Lead, Jennifer reviewed dozens of literature sources to select appropriate water quality treatment technologies for contaminant removal such as iron and zinc from inflow water prior to entering Outstanding Florida Waters. She collaborated in numerous public, working group, and technical advisory committee meetings.

Hillsborough County Regional Offsite Mitigation Area (ROMA) Feasibility Study, Hillsborough County, Florida | Project Manager

Jennifer led development of a feasibility study to determine future County mitigation needs, potential County lands for ROMA development, estimation of potential mitigation credits and construction costs, and assessment of existing alternative mitigation options.

Solar Farm Glare Hazard Analysis, Davidson County, North Carolina | Senior Scientist

Solar glare hazard analysis conducted using ForgeSolar Analysis Tool to determine whether a proposed solar farm would cause glare hazards to pilots landing at the Davidson County Airport. The study also analyzed potential glare for viewers from twenty-two homes adjacent to the project site.

Solar Farm Glare Hazard Analysis, Jefferson County, Wisconsin | Senior Scientist

Solar glare hazard analysis conducted using ForgeSolar Analysis Tool to determine whether a proposed solar farm would cause glare hazards to pilots or control towers for eight airports. The study also analyzed potential glare for drivers along adjacent roadways.

Solar Farm Glare Hazard Analysis, Genesee County, Michigan | Senior Scientist

Solar glare hazard analysis conducted using ForgeSolar Analysis Tool to determine whether a proposed solar farm would cause glare to pilots or control towers for six nearby airports. The study also analyzed potential glare for drivers along adjacent roadways.

Solar Farm Glare Hazard Analysis, Campbell County, Virginia | Senior Scientist

Solar glare hazard analysis conducted using ForgeSolar Analysis Tool to determine whether a proposed solar farm located approximately 1000 feet from a local airport would cause glare hazards pilots using the airport. The study also analyzed potential glare for drivers along adjacent roadways and a select homes and other viewing locations. Produced report and coordinated with client to provide technically accurate language for County presentations.



Scott Brady
P.E.

STORMWATER/ DRAINAGE

EDUCATION

Masters of Science Civil Engineering, Georgia Institute of Technology

Bachelor of Science Civil Engineering, Georgia Institute of Technology

ASSOCIATIONS

American Society of Civil Engineers

Aircraft Owners and Pilot Association

Florida Airports Council

REGISTRATION/ CERTIFICATIONS

Professional Engineer/FL 34966

Professional Engineer/GA

Professional Engineer/TN

Commercial Pilot, single engine, land and sea, instrument rated

YEARS OF EXPERIENCE

44

Mr. Brady has over 44 years of experience in civil engineering, emphasizing public sector projects. More than 34 years of his total experience is focused on airport projects, which includes assignments as program manager, project engineer, and consultant. His varied engineering functions have included engineering analysis, design documents preparation, permitting, cost estimating, CPM scheduling, bid analysis, grant assistance, field observation, construction claims evaluation and resolution, forensic engineering, expert testimony, research and instruction. He has worked on over 175 airport projects at over 50 airports. These have been located in 11 states across four FAA regions, with a concentration in the FAA Southern Region.

Mr. Brady's first involvement with airport stormwater in Florida was in the early 1980s. He was responsible for negotiating the first FAA-funded stand alone master drainage plan in the Southern Region.

Mr. Brady has extensive experience focused on geotechnical and water resources engineering and has worked on projects ranging from small structures and drainage systems to nuclear plants and major rivers. Specific projects have included soil construction and stabilization, pavements, slope stability, retaining structures, seismic soil-structure interaction, sinkhole studies, shallow and deep foundations, hazardous materials remediation, well fields, dams, bridge hydraulics, floodplains and water quality studies.

Mr. Brady also worked for a government corporation (Tennessee Valley Authority) and taught or lectured in the university and/or technical education systems in three states. He instructed the Geotechnical and Water Management Engineering areas of the Professional Engineer Exam Review Course sponsored by the American Society of Civil Engineers Suncoast Branch. He has also taught courses in management and leadership. In 2012, Mr. Brady was co-recipient of a Corporate Eagle Award from the Florida Airports Council for his contributions toward Florida's stormwater legislation. Mr. Brady was the program manager/technical program manager for all phases of the Florida statewide airport stormwater study done by FDOT with FAA funding. His role within that project included technical evaluations of the data collected and authoring, co-authoring and/or editing reports, manuals, Florida Administrative Code rule language and legislative language from the study. His most important role for the project was to coordinate and bring together six state and federal agencies with diverse charters, goals, and objectives that resulted in the current rule and potentially upcoming rules for airport water management.

Mr. Brady recently updated the FDOT Statewide Airport Stormwater Best Management Practices Manual which will be published soon. This manual is referenced in Rule 62-330.449 FAC and in the draft for the new rule and Applicant's Handbook Volume 1 mandated by the Clean Waterways Act of 2020.

PROJECT EXPERIENCE

Sarasota Bradenton International Airport

- Commercial Apron Expansion
- Stormwater Management System – Planning, Design, Permitting, and Construction
- Master Drainage Plan Update
- Runway 14 End Rehabilitation
- Runway 14/32 Rehabilitation

Scott Brady
P.E.

STORMWATER/ DRAINAGE

AWARDS AND RECOGNITION

Nomination for FAA Southern Region "Most Innovative/Creative Environment Award"

Consultant /Construction Phase Project Manager – Runway 14-32 Rehabilitation at Sarasota-Bradenton Airport – 1990 National Asphalt Paving Association 1st Place Quality Paving Award for Airfield Project

Corporate Eagle Award – Florida Airport Council, 2014 and 2015

Program Manager for the 2014 and 2015 Bryan J. Cooper Environmental Award projects

Florida Department of Transportation

- 2021 FDOT Statewide Airport Stormwater Study Update
- Statewide Airport Stormwater Study
- District V General Consulting Services

Daytona Beach International Airport

- Taxiways P and T and GA Apron

Leesburg International Airport

- New General Aviation Apron
- Environmental Assessment for Runway 13/31 Extension and Design
- Runway 3/21 Rehabilitation and Taxiway K Connector

Naples Airport

- North Quadrant Site Preparation Design, Permitting, Bidding and Construction Administration
- Runway 5-23 Drainage Improvements – Design, Permitting, Bidding and Construction Phase Services
- Taxiway D Realignment and Drainage Improvements
- Taxiway A Improvements and Holding Bay
- Taxiway A and Water Management System Improvement Planning, Design and Construction
- Runway 14/32 Safety Area and Drainage Improvements
- New Taxilane F
- Taxiway D Extension
- Falcon Lane Improvements

Orlando International Airport

- Master Stormwater Planning Services

Punta Gorda Airport

- Design/Build Concrete Apron
- Apron Expansion
- Runway 4/22 Rehabilitation
- Runway 15/33 Rehabilitation
- Commerce Park South Access Road

Valkaria Airport

- General Aviation Terminal, Hangar Complex, and Apron Expansion
- Taxiway B and Apron Rehabilitation



Mike Harris

CHIEF DESIGNER

EDUCATION

Bachelor of Science Public Affairs, Indiana University

ASSOCIATIONS

Florida Airports Council

Airports Consultants Council

PROFESSIONAL TRAINING

AutoCAD

AutoCAD Civil3D

AutoCAD Map3D

ArcGIS

Microstation

YEARS OF EXPERIENCE

23

Mike Harris is chief designer at EG Solutions and has over 23 years of experience designing, planning, and managing various airport projects. He is knowledgeable regarding FAA Advisory Circulars and in construction administration through his experience performing construction observation and management of airport, highway, and building construction projects.

Representative projects include runway, taxiway, and apron rehabilitation projects; taxiway extensions; apron paving; airfield lighting design; security and wildlife fencing projects; and preparing airport layout plans and other airport planning documents.

PROJECT EXPERIENCE

Sarasota Bradenton International Airport

- Master Drainage Plan and Water Management System Improvements
- General Development Plan
- DRI Traffic Monitoring
- 15th Street Observation Area
- Runway 14 Repairs
- New Air Traffic Control Tower
- Fiber Optic Transmission System
- Taxiway C and F Rehabilitation
- Consolidated Baggage Handling System
- Aeronautical Airspace Analysis Survey
- Aircraft Rescue and Fire Fighting Station Renovation
- Rental Car Office Renovation

Sarasota Bradenton International Airport

- Runway 14/32 Safety Area and Drainage Improvements
- Taxiway D Realignment and Drainage Improvements
- Taxiway A and Water Management System Improvement Planning, Design and Construction
- Taxiway A Improvements and Holding Bay
- ATCT Improvements
- Taxiway D Extension
- Fuel Farm Expansion
- Taxiway A3 Relocation
- Taxiway A and B Safety Improvements
- Facilities Building Expansion
- Airport Road Landscape Improvements
- Stormwater Pollution Prevention Plan Update

Mike Harris

- Update Spill Prevention, Control, and Countermeasure Plans
- Tower Drive Berm Grading
- ASOS Relocation
- South Quad T-Hangars Conceptual Design
- •Architectural Standards Development

Jane Caldera
P.E.

TRUCKIN TRAFFIC, LLC
TRAFFIC ENGINEERING TRANSPORTATION PLANNING

TRAFFIC ENGINEERING

EDUCATION

Bachelor of Science
Civil Engineering,
University of North Carolina
Charlotte

REGISTRATION/ CERTIFICATIONS

Professional Engineer/FL
53116

YEARS OF EXPERIENCE

35

Ms. Caldera's expertise includes technical traffic analysis, traffic design work, and managing transportation projects throughout the State of Florida. Ms. Caldera has been providing traffic engineering services in the Tampa Bay area since 1988. She has conducted freeway and arterial simulation studies, site impact studies, and alternative impact fee studies in addition to a wide variety of traffic operations and parking studies. Ms. Caldera is responsible for managing private sector projects such as the transportation element of DRIs, traffic concurrency studies, and comprehensive parking studies. Her public sector management experience includes miscellaneous traffic operation studies, transportation planning projects, CBD network simulation studies, and the traffic element of preliminary engineering and preliminary development and environment studies.

PROJECT EXPERIENCE

District Wide Access Management Support, FDOT District 7 - Responsible for conducting traffic counts, intersection/median opening evaluations, travel-time delay studies and accident analysis of State roadways with safety or operational problems.

District Wide Traffic Operations, FDOT Districts 1, 5 and 7 - Fieldwork included performing intersection turning movement counts, 24-hour approach counts, and intersection inventories for intersections with safety or operational problems including the collection and reduction of accident reports used in the preparation of collision diagrams. Data was analyzed and evaluated using HCS, PASSER, Transyt 7F, and SOAP software resulting in traffic signal warrant reports, and the optimization of signal phasing and timings to improve efficiency and safety.

District Wide Level of Services Analysis, FDOT District 4 - Responsible for the selection of over 100 typical urban and rural roadway segments to verify the accuracy of FDOT's Art-Plan & ArtTab analysis methods. Traffic characteristics for each roadway segment were obtained by conducting traffic counts, travel time and delay studies, arrival type studies, and saturation flow studies on the selected roadway segments throughout Broward, Palm Beach, Martin, St. Lucie, and Indian River Counties.

District Wide Access Management Study, FDOT District 4 - Conducted roadway inventories to obtain design and operational characteristics of all State roadways throughout District 4. Data was analyzed and compiled to produce a comprehensive manual to support and document previously defined Access Management Classifications.

Major Generator Trip Rate Study, FDOT District 7, Project Engineer - Project involved the development of specific methodology and a procedural manual for determining the trip characteristics of major generators. This included procedures for determining site selection, length of survey, independent variables, interview procedures, traffic count criteria and minimum requirements on standard deviations and correlation factors.

Freeway and Arterial Simulation Studies, Project Manager/Lead Engineer - Large-scale traffic simulation projects. Traffic simulation experience includes extensive use of FHWA's TrafNetsim and Fresim microscopic computer models. She has utilized these models to evaluate existing deficiencies and proposed improvement to interchanges and arterial streets including traffic signal timing. She has also applied the techniques of Netsim and Fresim to test alternative maintenance/protection of traffic and detour plans.

Jane Caldera
P.E.

Downtown Orlando Network Simulation Study

- I-81/Davis Street Interchange Preliminary Engineering Study, Penn DOT, District 4
- US 98 Preliminary Design and Environmental Study
- US 441 Corridor Study
- McDonald's Sanibel Island Site Access Study
- Preparation of Procedures and Guidelines Manual for FDOT IJR
- Immokalee Road Simulation Study

Transportation and Transit Planning, Project Manager/Lead Engineer

Westshore/Ybor City Shuttle Plan - Tampa. FL

Pasco County Transit Development Plan - Pasco County, FL

Downtown/Uptown West Palm Beach Transit Ridership Survey - West Palm Beach, FL

Plantation Focus Area Long Range Transportation Plan - Raleigh, NC

Traffic Signal Design - Responsible for the preparation of Signalization Plans for new construction, upgrading to current FDOT Standards, and modification for new approaches. This includes development of signalization layout, strain pole analyses, pole and foundation details, signal phasing and timing plans and summary of quantities.

Traffic Impact Studies - Ms. Caldera has developed specific methodologies in several counties throughout the State of Florida to conduct special Traffic impact and Trip Generation Studies geared to assist private developers in obtaining driveway permits, site plan approvals and county/city acceptance of the site specific trip generation and trip length data for the purpose of determining impact fees.

Development of Regional Impact (DRI) - Responsible for the preparation of all technical analysis required for the transportation section of large scale developments of regional significance/impact (DRIs).

Transportation Research Studies

- Lead Engineer for FDOT District 7 Major Trip Rate Study - Tampa, FL
- Transportation Surveys of Hazardous Materials Report - Union County, PA

ITS/Congestion, Tampa, FL, City of Tampa, Lead Engineer - Advanced Traffic Management Signing Plan for the downtown area. This project involved designing and implementing a real-time traffic and parking information system to aid motorists to the event centers located in downtown Tampa. The event centers included the St. Pete Times Forum (formerly the Ice Palace), Tampa Convention Center, Florida Aquarium, and Cruise Ship Terminal.

Miscellaneous Traffic Engineering

- Miscellaneous Traffic Intersection Improvement Studies - Hillsborough County, FL
- Central Connector Corridor Study - Orlando, FL
- North Fayette Allocation of Benefits Study - Pittsburgh, PA
- General Services Contract for Traffic Engineering / Transportation Planning Services at University of South Florida - Tampa Campus - Hillsborough County, FL



Glenn Davis

TRAFFIC COUNTS/ DATA COLLECTION

EDUCATION

Business Management, Florida Atlantic University

REGISTRATIONS

FDOT Temporary Traffic Control – Work Zone Safety

IMSA Traffic Signal Technician Level 1

IMSA Traffic Signal Inspector

IMSA Traffic Signal Inspector for Advanced Technologies

YEARS OF EXPERIENCE

14

MEMBERSHIPS

FPRITE, GTSITE, APA Florida

BES INC
TRANSPORTATION ENGINEERS
ENGINEERING • QUALITY • SOLUTIONS

Mr. Davis has over 14 years of experience in the transportation data collection field. Over the course of his career, he has managed large-scale data collection efforts for FDOT, as well as multiple MPOs, counties, and cities. These have included annual data collection programs that occur over the course of several months, and single projects that require quick response and turnaround. Mr. Davis has proven experience with most technologies used in the field and proven success putting these to use for his clients. Some of those projects are listed below. Some of those projects are listed below.

The transportation data collection department of BES is managed by Glenn Davis, who has provided transportation data collection services to Stantec for more than 14 years throughout his career. During this time, BES has provided data collection services on over 100 different projects throughout the Sarasota-Bradenton area. These projects range from small single-count project needs to large-scale DRI project efforts, and everything in between.

PROJECT EXPERIENCE

Brevard County Annual Count Program – Space Coast TPO

Mr. Davis managed this project overseen by the Space Coast Transportation Planning Organization, which consisted of collecting nearly 500 48-hr volume counts each year throughout Brevard County. On a yearly basis, there was potential for additional classification counts, turning movement counts, and pedestrian/bicycle counts. Also counts were delivered in custom digital and hard copy format.

Lake County Annual Traffic Counts – Lake-Sumter MPO

Mr. Davis managed this project for the Lake-Sumter Metropolitan Planning Organization, which consisted of 24-hour volume counts at over 500 locations throughout Lake County. Along with delivering data in customized reports, all county GIS count maps were updated with the current year's count totals, and large-format maps were printed in hard copy.

Highlands County Annual Traffic Counts – Highlands County

Mr. Davis managed this project for Highlands County, which consisted of collecting a mixture of volume and speed counts at nearly 200 locations throughout the county. All locations were collected within a month to ensure data collection was completed by the end of the school year.

Sumter County Annual Traffic Counts – Lake-Sumter MPO

Mr. Davis managed this project for the Lake-Sumter Metropolitan Planning Organization, which consisted of 24-hour volume counts at over 200 locations throughout Sumter County. This also included accompanying golf cart path counts due to the extensive use of golf carts as transportation with The Villages. Along with delivering data in customized reports, all county GIS count maps were updated with the current year's count totals, and large-format maps were printed in hard copy.

I-75 PD&E Study – FDOT District 5

Mr. Davis managed this project authorized to Kittelson and Associates by FDOT District 5, which consisted of collecting 81 week-long classification and volume tube counts and turning movement counts as over 50 intersections during weekday and weekend time periods. All counts were collected during a 2-week span.

FDOT Annual Pedestrian and Bicycle Study – FDOT District 5

Mr. Davis managed this project authorized to Kittelson and Associates by FDOT District 5,

Glenn Davis

which included video collection at more than 15 intersections for an entire week. At each intersection, 1 optimal midweek day and one optimal weekend day was observed for a full 24 hours each. At each intersection, pedestrian and bicycle approach and departure movements were documented.

City of Gainesville Traffic Count Program – City of Gainesville

Mr. Davis managed this project for City of Gainesville, which consisted of collecting 48-hour classification, speed, and volume counts at each of the city's 200 monitoring locations, collecting data at 100 each year on a rotating basis.

Glades Road Interchange PD&E Study – FDOT District 4

Mr. Davis managed this project authorized to AECOM by FDOT District 4, which consisted of turning movement counts for 3 consecutive days at 13 intersections within the study area in Boca Raton. Additionally, traffic patterns were studied within the area using Bluetooth readers at 6 specified locations.

SR 739 Design and PD&E Re-Evaluation – FDOT District 1

Mr. Davis managed this project authorized to Comprehensive Engineering Services by FDOT District 1, which consisted of 8-hour turning movement counts at 75 intersections as well as approach volume counts at 33 of the intersections that were signalized, and 7-day classification counts along the corridor.

I-95 PD&E Study (Palm Beach County) – FDOT District 4

Mr. Davis managed this project authorized to Kittelson and Associates by FDOT District 4, which consisted of collecting 24-hour classification and volume counts and turning movement counts for 1 day at a total of 17 interchanges along I-95 within Palm Beach County. Each interchange studied 4-5 intersections.

US 98 from Edgewood Drive to Main Street – FDOT District 1

Mr. Davis managed this project authorized to Comprehensive Engineering Services by FDOT District 1, which consisted of 8-hour turning movement counts at 30 intersections as well as approach volume counts at 10 of the intersections that were signalized, and 7-day classification counts along the corridor.

I-95 PD&E Study (Broward County) – FDOT District 4

Mr. Davis managed this project authorized to URS by District 4, which consisted of collecting 72-hour classification and volume counts and turning movement counts for 3 days at a total of 17 interchanges along I-95 within Broward County. Each interchange studied 4-5 intersections.

Tribal wide Traffic Data Collection – Seminole Tribe of Florida

Mr. Davis managed this project for the Seminole Tribe of Florida as a sub-consultant to CH2M Hill, who was contract Prime. The project involved collecting vehicular traffic data at nearly 100 locations across the 6 reservations: Tampa, Immokalee, Big Cypress, Brighton, Hollywood, and Fort Pierce.

FDOT Annual Pedestrian and Bicycle Study – FDOT District 5

Mr. Davis managed this project authorized to Kittelson & Associates by FDOT District 5, which consisted of video collection at more than 30 intersections for an entire week. At each intersection, 1 optimal midweek day and one optimal weekend day was observed for a full 24 hours each. At each intersection, pedestrian and bicycle approach and departure movements were documented.

Districtwide Origin Destination Study – FDOT District 1

Mr. Davis managed this project authorized to S&ME by FDOT District 1, which consisted of using a big data service provider to acquire origin destination data at several areas throughout the District. Data was pulled to determine traffic pattern and trip purpose through each separate area.

Pinellas County Traffic Count Program – Forward Pinellas

Mr. Davis managed this project authorized by Forward Pinellas, which consisted of collecting close to 180 48-hour class, speed, and volume counts throughout Pinellas County.

Before and After Travel Time Studies – Metroplan Orlando

Mr. Davis managed this project authorized to Kittelson and Associates by Metroplan Orlando, which consisted of collecting travel time data for 3 days at more than 30 corridor segments throughout the Orlando area, both before signal retiming and after. All data was collected using Bluetooth readers at the end points of each segment.



Andrew Fayn M.PL.

REAL ESTATE DEVELOPMENT, MARKET ANALYSIS LEAD

EDUCATION

Master of Planning - Urban Development, Ryerson University

Bachelor of Arts - Urban Geography, Simon Fraser University

ASSOCIATIONS

Urban Land Institute

International Council of Shopping Centers

YEARS OF EXPERIENCE

15

Andrew brings more than a decade of land planning and real estate development experience to the company's diverse practice. He has conducted market feasibility, land use planning, and development strategies for public and private sector clients across a variety of project types including downtown master plans, corridor plans, and catalytic redevelopment sites. Andrew has committed himself to improving cities and towns that have complex challenges and uses his expertise in formulating feasible and actionable plans that have the right tools in place to be implemented successfully.

Andrew's recent work on commercial and mixed-use projects across North America has allowed him to display his unique experience of translating quantitative analysis into a vision and land use approach that meet community, stakeholder, and client goals.

PROJECT EXPERIENCE

Pittsburgh Airport Land Development Strategy & Innovation Campus | Pittsburgh, Pennsylvania | Market Analysis, Development Strategy, Catalyst Site Development

Developed a vision and land development strategy that will enable the airport to act as an "Anchor Catalyst" generating regional economic benefits and generate "Non-Aeronautical Revenues and Returns" for PIT. This land development strategy lead to the formation of Neighborhood 91 and established PIT as a regional leader of innovation.

Skyplex Development Strategy at RSW Airport | Fort Myers, Florida| Market Analysis, Development Strategy, Stakeholder Consultation

Provided a comprehensive real estate market and economic analysis to inform and provide directions for the program and positioning of an 1,800-acre development area at Southwest Florida International Airport (RSW). A refined Development Program and Layout Allocation Concept, tested and optimized with a Financial Analysis was conducted to advance the Skyplex Development towards marketing, property offering and implementation.

CHA Airport Corridor Redevelopment Plan | Chattanooga, Tennessee | Land Use Planning, Catalytic Site Development and Implementation

Conducted economic and market analysis for several-hundred acres of land adjacent to Chattanooga Metropolitan Airport. The goal of the study was to develop a coordinated master plan of action items to provide a comprehensive guide for future development of the properties located within the Airport District.

Birmingham Airport Land Use Redevelopment Plan | Birmingham, Alabama | Market Analysis, Development Strategy, Catalyst Project Identification

MXD worked jointly with Stantec to update the existing Airport Land Use Redevelopment Plan with market and economic driven land use recommendations for the approximate 768 acres of land within the study area. An implementation and action plan was created to ensure that certain goals and objectives of the client team could be met in the immediate to short term.

EIA Commercial Development Strategy | Edmonton, Alberta | Market Analysis, Development Strategy

Engaged to assess the airport's Commercial Land Development Opportunities focusing on 300 acres of airport land with an objective of creating a comprehensive Development Implementation and Marketing Strategy. Work was used to promote and implement the Development Strategy, attract Joint Venture Development Partners/Tenants/Investors/Target End Users and establish deal structures.

Andrew Fayn M.PL.

MXD DEVELOPMENT STRATEGIES

ADDITIONAL AIRPORT AND REDEVELOPMENT EXPERIENCE

Dallas/Fort Worth International Airport, Real Estate Dev't Plan, Dallas, TX

Atlanta Aerotropolis Blueprint 2.0, Atlanta, GA

Memphis Aerotropolis Master Plan, Memphis, TN

Orlando Intl. Airport Economic Development Strategy, Orlando, FL

Denver International Airport, Airport City Development Strategy, Denver, CO

Colorado Aerotropolis Strategy, Denver, CO

Brown Field Airport, Land Use Development Strategy, San Diego, CA

Vancouver International Airport, Russ Baker Corridor Strategy, BC

Calgary International Airport, Land Dev. Master Plan / Marketing Strategy, AB

Leduc Aerotropolis Viability Study, Leduc County, Alberta

Hong Kong International Airport, Commercial Development Strategy, HK

Charlotte Douglas International Airport Area Development Strategy Plan, NC

Red River Gorge Destination Resort Master Plan, Slade, KY

River District Redevelopment Strategy, Baton Rouge, LA

Peachtree Corners Innovation Hub Master Plan, City of Peachtree, GA

Dunwoody Edge City 2.0 Scenario Planning, Dunwoody, GA

Sandy Springs Town Center Master Plan, Sandy Springs, GA

Johns Creek Town Center Master Plan, John Creek, GA

Dunwoody Edge City 2.0 Plan, Dunwoody, GA

Phoenix Skyharbor International Airport Land Reuse Strategy, Phoenix, AZ

Covenant Health Southeast Campus & Southwest Campus, Edmonton, AB

New St. Paul's Hospital False Creek Innovation Campus, Vancouver, BC

Sunrise Mall Redevelopment Plan, Citrus Heights, Sacramento, CA

Concord Reuse Project Development Strategy, Concord, CA

Fairbourne Station Redevelopment Strategy - West Valley City, UT

Pearson Dogwood Lands, Market & Development Strategy, Vancouver, BC

Ogden Point Market & Economic Impact Analysis, Victoria, BC



Chris LeTourneur
M.A., MCIP RPP

COMMERCIAL DEVELOPMENT LEAD

EDUCATION

Masters of Arts in Planning, University of British Columbia

Bachelor of Arts: Urban & Economic Geography, University of British Columbia

ASSOCIATIONS

SMART Airports & Regions

Urban Land Institute

International Council of Shopping Centers

Canadian Institute of Planners

PROFESSIONAL LEADERSHIP ROLES

Chair, SMART Airports & Regions 2016 to 2023

Chair and Leader, Global Airport Cities 2002 to 2012

Co-Chair, Urban Land Institute Airport Development Council

YEARS OF EXPERIENCE

30

In his thirty years of experience working on master plans, economic development strategies and airport land development frameworks, Chris has established an appreciation for the multi-disciplinary skills that are necessary to assess, define and plan the market and economic opportunities for airport and city gateways, corridors, as well as major redevelopment areas. He has been heavily involved in multi-use projects across North America for airports and their surrounding communities including recent work adjacent to Birmingham Airport, Chattanooga Airport, Dallas-Fort Worth, and Hartsfield-Jackson Atlanta International Airport.

Chris is specifically known for his strategic visioning and spatial layout strategies that guide the concept planning and land use frameworks for various redevelopment and land use planning projects. He blends his knowledge in urban development, land economics and town planning to provide complete market and economic-driven community development advisory services.

PROJECT EXPERIENCE

Pittsburgh Airport Land Development Strategy & Innovation Campus | Pittsburgh, Pennsylvania | Market Analysis, Development Strategy, Catalyst Site Development

Developed a vision and land development strategy that enables the airport to act as an "Anchor Catalyst" producing regional economic benefits and generate "Non-Aeronautical Revenues and Returns" for PIT. This land development strategy lead to the formation of Neighborhood 91 and established PIT as a regional leader of innovation.

DFW Int'l Airport Commercial Development Strategy | Dallas, Texas | Visioning, Economic Development, and Catalyst Site Development

Assessed the viability of commercial development opportunities at Passport Business Park and Bear Creek Office Park, located south of the airport terminals. The project focused on leveraging the real estate assets of the airport to further generate non aeronautical revenue, and allow the airport to continue to function as the economic engine of the region.

CLT Airport Area Strategic Development Plan | Charlotte, North Carolina | Vision, Master Planning, Catalyst Site Development

Led an international consortium of planners, engineers, developers and urban designers, including Kimley-Horn, to create the Charlotte-Douglas International Airport Area Strategic Development Plan (CLT AASDP). The CLT AASDP now functions as a market ready land use master plan built on a solid foundation of Market, Economic and Financial Analysis..

GOAA Economic Development Positioning Study | Orlando, FL | Economic Analysis, Master Planning, Land use Planning

Commissioned by the Greater Orlando Aviation Authority (GOAA) to conduct an Aviation-Centric Economic Development Study. The study aimed to determine the most valuable use of landside assets at Orlando International Airport and properties owned by GOAA at smaller general aviation airports in the Orlando region. MXD developed a strategic plan that incorporated major economic sectors fueling growth in Central Florida, leveraging existing land use patterns and infrastructure surrounding the airport.

Atlanta Aerotropolis Blueprint | Atlanta, Georgia | Visioning, Economic Development, and Catalyst Site Development

Created a strategy that leverages the airport as a major asset to drive economic investment, job growth, and quality of life in the areas in and around Hartsfield-Jackson Atlanta International Airport. Catalyst development project concepts were identified, defined, and located on strategic sites and corridors throughout the Aerotropolis.

Chris LeTourneur
M.A., MCIP RPP

ADDITIONAL AIRPORT ADVISORY EXPERIENCE

Skyplex Development Strategy at RSW Airport, Fort Myers, FL

Atlanta Aerotropolis Blueprint 2.0, Atlanta, GA

Greenville Airport District Master Plan, Greenville, SC

Chattanooga Airport District Land Use Plan, Chattanooga, TN

Memphis Aerotropolis Real Estate Market/Economic Strategy, Memphis, TN

Phoenix Airport Land Reuse Strategy, Phoenix, AZ

Deer Valley Airport Landside Strategy, Phoenix, AZ

Brown Field Airport, Land Use Development Strategy, San Diego, CA

Denver International Airport, Airport City Development Strategy, CO

Vancouver International Airport, Commercial Development Strategy, BC

Vancouver International Airport Designer Outlets, McArthur Glen, BC

Calgary International Airport, Land Dev. Master Plan / Marketing Strategy, AB

Edmonton International Airport, Land Development Master Plan, Alberta

Leduc Aerotropolis Viability Study, Leduc County, Alberta

Regina Int'l Airport, Real Estate & Economic Development Strategy, SK

Winnipeg International Airport, Connected City Development Strategy, MB

WAA Commercial Development Strategy, Winnipeg, MB

YHM Airport Land Use & Development Optimization Strategy, Hamilton, ON

Halifax International Airport, Airport Land Development Strategy, NS

Yellowknife International Airport, Land Development Strategy, NWT

ACORD

CERTIFICATE OF LIABILITY INSURANCE

5/1/2024

DATE (MM/DD/YYYY) 4/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Company of America	25674
INSURER B : Berkshire Hathaway Specialty Insurance Company	22276
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED 1415077 STANTEC CONSULTING SERVICES INC.
410 17TH STREET
SUITE 1400
DENVER CO 80202-4427

GENERIC CERTIFICATE

COVERAGES **CERTIFICATE NUMBER:** 14193567 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X CONTRACTUAL/CROSS X XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	N	N	47 - GLO-307584	5/1/2023	5/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 2,000,000
A A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	TC2J - CAP - 8E086819 (AOS) TJ - BAP - 8E086820	5/1/2023 5/1/2023	5/1/2024 5/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	47 - UMO-307585	5/1/2023	5/1/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	UB - 3P635310 (AOS) UB - 3P533004 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2023 5/1/2023	5/1/2024 5/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
TO WHOM IT MAY CONCERN.

CERTIFICATE HOLDER

14193567
TO WHOM IT MAY CONCERN

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Joseph M Agnello

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/1/2024 9/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1414100 STANTEC CONSULTING SERVICES INC. 410 17TH STREET SUITE 1400 DENVER CO 80202-4427 SCSI GENERIC - $3M	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Berkshire Hathaway Specialty Insurance Company — 22276 INSURER B : AIG Specialty Insurance Company — 26883 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 14181323 REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ XXXXXXX
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ XXXXXXX
	OTHER:							$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
	☐ ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	☐ UMBRELLA LIAB ☐ OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	☐ DED ☐ RETENTION $							$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			NOT APPLICABLE			☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ XXXXXXX
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	Professional Liab	N	N	47-EPP-308810	10/1/2023	10/1/2024	$3,000,000 PER CLAIM/AGG	
A				NO RETROACTIVE DATE			INCLUSIVE OF COSTS	
B	Contractors Pollution Liab			CPO8085428	10/1/2023	10/1/2025	$3,000,000 PER LOSS/AGG	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

14181323
TO WHOM IT MAY CONCERN

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M Arnello

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AGENDA ITEM NO. 7.6

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

RESCIND: CONDITIONAL APPROVAL OF
AEROVANTI HANGAR, LLC AGREEMENTS

EXECUTIVE SUMMARY: On March 27, 2023, the Authority conditionally approved the award of a Development and Operations Agreement and a Warehouse Lease Agreement to AeroVanti Hangar, LLC. Nine months later, the company has still not met the conditions, so it is recommended that the award be rescinded.

NARRATIVE: On March 27, 2023, the Authority conditionally approved the award of a Development and Operations Agreement to AeroVanti Hangar, LLC. That approval also included a companion Warehouse Lease Agreement. (The two agreements will be referred to herein collectively as the "AeroVanti Agreements"). The approval was subject to receipt and approval of audited financial statements, verification of financing, and evidence of licensure from AeroVanti in a manner acceptable to the Authority's President/CEO.

The Authority's minimum standards require it to review the last three years audited financial statements. Since AeroVanti has not been incorporated for three years, Authority staff requested the last audited and current financials. But the only financials provided were a Quickbooks balance sheet and profit & loss statement through November 20, 2021. These were deemed insufficient so the company's CEO informed Authority staff it had engaged a CPA firm and would supply the audited financials by the end of September. But, to date, no proper financials have yet been furnished. The company did provide the Authority with a proposed leasehold mortgage that would suggest some degree of financing, but not in an amount sufficient to fulfill the company's obligations under the proposed AeroVanti Agreements. Moreover, no evidence of licensure has yet been supplied. Additionally, there has been recent turnover and instability in the company's senior leadership, thus raising questions about the company's ability to perform under the proposed Aerovanti Agreements. On October 27, 2023, the Authority's general counsel advised the company's legal counsel of these deficiencies and asked how the company intends to address them. Since that time, the company has supplied no additional information calculated to meet with the conditions. Under these circumstances, the Authority appears to be within its rights to declare that the conditions have not be met after a reasonable time, and the award should be rescinded.

RECOMMENDED MOTION: It is hereby recommended that the Sarasota Manatee Airport Authority rescind the March 27, 2023, conditional approval of the AeroVanti Agreements for failure of AeroVanti Hangar, LLC to satisfy the conditions within a reasonable time after notice.

AGENDA ITEM NO. 7.7

SARASOTA MANATEE AIRPORT AUTHORITY
NOVEMBER 27, 2023, MEETING
STAFF NARRATIVE

RECOMMENDATION TO AWARD PROFESSIONAL SERVICES CONTRACT TO MARGULIES HOELZLI ARCHITECTURE, PLLC, LLC

EXECUTIVE SUMMARY: Recommendation to award a professional services contract to Margulies Hoelzli Architecture, PLLC, LLC, for architectural and engineering design services for an industrial park development plan for portions of Property 9.

NARRATIVE: A Request for Qualifications, RFQ-230007, was issued by the Airport Authority for Architectural & Engineering Design Services to provide an Industrial Park Development Plan for approximately 14.25 acres of Airport Authority Property No. 9, located at 8237 15th Street. Five firms responded to the Airport Authority's RFQ, and three firms were selected to make a presentation to the Airport Authority. Following the presentations to the Board on May 22, 2023, the Board selected Margulies Hoelzli Architecture, PLLC, LLC (Margulies Hoelzli Architecture), as the most preferred firm to enter into negotiation with to provide the professional services desired.

The proposed scope of services includes architecture and design engineering services required for the development of several multi-tenant light and heavy industrial "flex" facilities, including but not limited to demolition of existing structure, site work for tie-ins to the surrounding grades, new buildings, truck parking, vehicular roadways, storm water system, extension of existing and required utilities, security fencing and lighting. The negotiated fee for the scope of services is not to exceed $791,800.50, to be funded from the Airport Authority's existing capital budget.

Based on the proposed scope of services and the negotiated fee, the President and Chief Executive Officer hereby recommends that the Airport Authority Board approve the award of a professional services contract, to Margulies Hoelzli Architecture, for architectural and engineering design services for an industrial park plan for that portion of Property 9 identified, and authorize the Chairman to execute the appropriate professional services contract with Margulies Hoelzli Architecture for the scope of services stated in an amount not to exceed the fee negotiated.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority approve the award of a professional services contract, to Margulies Hoelzli Architecture, PLLC, LLC, for architectural and engineering design services for an industrial park plan for approximately 14.25 acres of Property 9 and authorize the Chairman to execute the appropriate professional services contract with Margulies Hoelzli Architecture. PLLC, LLC, for the scope of services stated in an amount not to exceed $791,800.50.

ATTACHMENTS: 1) Proposed Professional Services Contract, with Margulies Hoelzli Architecture, 2) Scope of Services for the Professional Services, with Margulies Hoelzli Architecture

CONTRACT FOR PROFESSIONAL ARCHITECTURAL & ENGINEERING DESIGN SERVICES FOR INDUSTRIAL FACILITY DEVELOPMENT PROJECTS

SARASOTA MANATEE AIRPORT AUTHORITY
AND
MARGULIES HOELZLI ARCHITECTURE, PLLC, LLC

SMAA PROJECT NO. Q-230007, PARCEL NO. 9

THIS CONTRACT is made and entered into this 27th day of November 2023 (the "Effective Date") by and between the Sarasota Manatee Airport Authority, an independent Special District of the State of Florida, (hereinafter referred to as the "Authority"), and Margulies Hoelzli Architecture, PLLC, LLC (hereinafter, referred to as the "Consultant"), collectively hereinafter referred to as the "Parties".

W I T N E S S E T H

The Parties hereto agree that the scope of professional services to be performed by the Consultant under this Contract (the "Scope of Services" or "Services"), the terms, covenants, and conditions of the Contract, the fees to be paid for such Services, and the time of performance of this Contract shall be as follows:

SCOPE OF SERVICES

Except as modified herein by this Contract, the Consultant shall provide all Services when authorized by the Authority as outlined in the attached Exhibit A, "Scope of Work".

GENERAL CONDITIONS

A. Data Provided by Authority.
The Authority shall make available to the Consultant such appropriate data and information as is available to the Authority and under its control.

B. Coordination.
Consultant shall provide and maintain continuous coordination with the Authority throughout the Term of this Contract to assure the accuracy and applicability of the Consultant's findings with respect to all local site conditions consistent with the Authority's general policies and objectives.

C. Representatives.
To expedite the undertaking of Services performed under this Contract and to permit the coordination of materials, data and communications, the Authority hereby designates Joseph Filippelli, Senior Vice President of Real Estate Development & Properties as its representative, and the Consultant hereby designates Daniel M. Margulies, AIA, NCARB, LEED AP B+C, Principal as its representative to whom all materials, data, and communications, shall be directed.

D. Term of Contract.
This Contract shall commence on the date signed by the Authority and shall expire on October 31, 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 Seven Hundred Ninity-One Thousand, Eight Hundred, and Fifty Cents ($791,800.50).

F. Method of Payment.
The Authority shall pay the Consultant for Services described in the attached Exhibit A 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 all Services performed during the preceding month.

G. Books and Records.
During the Term of this Contract and for three years thereafter, the Consultant shall keep 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:

1. Consultants" compliance with Contract Requirements, and

2. 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 an 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 because 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 more than 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 and Confidentiality.

Consultant acknowledges that all submittals provided with its proposal are subject to public disclosure and will not be afforded confidentiality. All proposal documents or other materials submitted by the Consultant 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 required by the Authority to perform the service.

2. Upon request from the Authority's custodian of public records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Ch. 119, F.S. or as otherwise provided by law.

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

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS AT 6000 AIRPORT CIRCLE, SARASOTA, FL 34243.

I. Early 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 H, 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. General Liability, Property and Business Auto insurance.
The Consultant shall obtain and maintain throughout the term of this Contract, comprehensive general liability, and property damage insurance in limits of not less than One Million Dollars ($1,000,000). The Consultant shall furnish business automobile liability insurance in limits of not less than One Million Dollars ($1,000,000), 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.

K. Professional Liability Insurance.
The awarded firm(s) shall procure and maintain Professional Liability Insurance for the life of this Contract and continue thereafter for two (2) years after the expiration or earlier termination of this Contract as provided herein. This insurance shall provide coverage against such liability resulting from this Contract. The minimum limit of coverage shall be Five Million Dollars ($5,000,000) with a deductible not to exceed One Hundred Thousand Dollars ($100,000). The deductible shall be the responsibility of the Consultant.

M. Certificate of Insurance.
Prior to the Effective Date, Consultant 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, Consultant 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, an independent special district of the State of Florida, its governing board members and its Officers, Employees, Agents, and Volunteers" c/o Sarasota Manatee Airport Authority, 6000 Airport Circle, Sarasota, Florida 34243.

N. Waiver of Subrogation.
By entering this Contract, Consultant agrees to a Waiver of Subrogation for each policy required to be maintained or maintained by the Consultant pursuant to or in connection with this Contract. 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, Consultant 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 Consultant enter into such an agreement on a pre-loss basis.

O. Assignment and Subcontracting.
The Consultant shall not assign any interest in this Contract and shall not transfer any interest in this Contract or subcontract any portion of the Scope of Servies accept as provided in Exhibit A hereto, without the prior written consent of the Authority.

P. Conflict of Interest.

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 Scope of Services under this Contract. No person having such an interest shall be employed by the Consultant.

Q. Rules, Regulations and Title VI Assurance

During the performance of this Contract, the Consultant agrees that throughout the Term and any extension thereof, Consultant 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 as required to provide the Scope of Services, including but not limited to the following:

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. The Consultant shall not discriminate on the grounds of race, color, gender, national origin, religion, ancestry, age, familial status, marital status, or disability, in the selection and retention of employees and subconsultants, including procurement of materials and lease 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 lease of equipment.

R. Licenses and Permits.

Consultant agrees that it shall, at its sole cost and expense, obtain, comply with, and maintain current all permits, licenses and other governmental authorizations required to provide the Scope of Services. The Consultant shall furnish a copy of its licensure and the permit to the Authority evidencing the existence of such permit.

S. Badging, Safety and Security.

Consultant'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 the Consultant'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 an 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, the Consultant 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 Consultant'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 at the Airport without the driver possessing a valid State issued operator's license. No vehicle shall be driven at 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".

MISCELLANEOUS PROVISIONS

A. Notices.

Any notice hereunder shall be deemed sufficiently given by one party to the other if in writing 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:
Joseph Filippelli
SVP., Real Estate Development & Properties
Sarasota Manatee Airport Authority
6000 Airport Circle, Third Floor
Sarasota, FL 34243

To the Consultant:
Daniel Margulies, Principal
Margulies Hoelzli Architecture, PLLC, LLC
1515 Ringling Boulevard, Suite 800
Sarasota, Florida 34236

Any notice not given as above shall, if it is in writing, be deemed given if 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 Duplicates.
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. Waiver and Remedies.
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, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver. Similarly, the failure of

Authority to insist on a strict performance of any of the terms, covenants, and conditions of this Contract 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 Contract shall not be affected by any previous waiver or course of dealing.

K. Liability and Indemnification.

Authority hereby disclaims, and Consultant hereby release the Authority, its governing board members, officials, officers, 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 Consultant parties during the term of this Contract or any extension hereof for loss, damage or injury to the improvements or personal property of Consultant parties that might be located or stored on the premises. Furthermore, Consultant acknowledges and agrees that its reliance or use of any information provided by authority, whether prepared or provided by the Authority or otherwise, in determining whether to enter this Contract was at its sole risk. Under no circumstance shall the Authority be liable for special or exemplary damages or for loss of revenue or anticipated profits.

Consultant shall protect, defend, reimburse, indemnify and hold Authority and its governing board members, officials, 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 Consultant's or a Consultant Party's use or occupancy of the Premises or Airport by Consultant or a Consultant 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 Consultant, Consultant's or a Consultant Party's acts, omissions or operations at the Airport, or the performance, non-performance or purported performance of Consultant or any breach by Consultant or an Consultant Party of the terms of this Contract. The obligations arising under this Article shall survive the expiration or termination of this Contract.

L. Ownership of Work Product.

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 Contract 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 Contract, 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 Authority'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, 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 Contract. Nothing contained in this Contract shall be construed to reduce or limit the Authority's right, title, or interest in any Work or any right therein to be less in any respect than the Authority would have had in the absence of this Contract.

M. Additional 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 Contract and give effect to the transactions contemplated hereby. This provision will survive termination of this Contract.

N. Public Entity Crimes.

As provided in Section 287.132-133, Florida Statutes, by entering, into this Contract or performing any work in furtherance hereof, Consultant 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 Section 287.133(3)(a), Florida Statutes.

O. Scrutinized Companies.

As provided in Section 287.135, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, Consultant 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 Section 215.473, Florida Statutes, or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to Section 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 Consultant, this Contract may be terminated and a civil penalty equal to the greater of Two Million Dollars ($2,000,000) or twice the amount of this Contract shall be imposed, pursuant to Section 287.135, Florida Statutes.

P. Consent and Action.

Whenever this Contract 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, as identified herein. In the event this

Contract 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.

Q. Time of the Essence.
Time is of the essence of this Contract; and in case Consultant 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 Contract, Authority may declare Consultant to be in default of such Contract.

IN WITNESS WHEREOF, this Contract for Architectural & Engineering Design 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.

Each person signing this Contract warrants that he or she is duly authorized to bind the respective party.

AUTHORITY

SARASOTA MANATEE AIRPORT AUTHORITY

By_____

Name_____

Title Chairman

Date _____

WITNESSES AS TO AUTHORITY

By_____

Name _____

Title _____

Date _____

CONSULTANT

MARGULIES HOELZLI ARCHITECTURE, PLLC, LLC

By_____

Name Daniel Margulies

Title Principal

Date October 17, 2023

WITNESSES AS TO CONSULTANT

By_____

Name Matthew Hoelzli

Title Principal

Date October 17, 2023

EXHIBIT A

Margulies Hoelzli Architecture

SARASOTA BRADENTON INTERNATIONAL AIRPORT AUTHORITY (SMAA)

PROJECT NO. Q-230007

PARCEL No. 9

PROFESSIONAL ARCHITECTURAL & ENGINEERING DESIGN SERVICES FOR INDUSTRIAL FACILITY DEVELOPMENT PROJECT

Prepared for:

srq SARASOTA BRADENTON INTERNATIONAL

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

Prepared by:

Margulies Hoelzli Architecture

1515 Ringling Boulevard, Suite 800
Sarasota, Florida 34236

September 27, 2023

Margulies Hoelzli Architecture

SRQ INDUSTRIAL DEVELOPMENT
LOT No. 9 FACILITY
SARASOTA MANATEE AIRPORT AUTHORITY
Q-230007

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1515 Ringling Blvd, Suite 800 ■ Sarasota, Florida 34236 ■ T 941.362.8800 ■ info@MarguliesHoelzli.com ■ www.MarguliesHoelzli.com

Margulies Hoelzli Architecture

SRQ INDUSTRIAL DEVELOPMENT
LOT No. 9 FACILITY
SARASOTA MANATEE AIRPORT AUTHORITY
Q-230007

A. PROJECT UNDERSTANDING

MHA understands that SRQ intends to re-develop an approximately 14.25 acres of a total of 21.88 acre site for new light and heavy industrial uses as multi-tenant 'flex' facilities serving the airport and its surroundings. MHA shall provide the required services to design approximately 105,000 SF for the SRQ Industrial Development - Lot 9 project (the "Project"), including associated land improvements. The Project will be procured and constructed by the SMAA/SRQ Airport without grant assistance.

The new SRQ Industrial Development Project for Lot 9 will be located on Old Hwy 301 adjacent to the airport and generally involves the land development and construction of new multi-tenant industrial 'flex' facilities (Refer to Exhibit No. 01), as follows:

- Buildings Nos 9A, 9B, & 9C = Approx 35,000 SF each

The project's components include the design of: new core and shell building(s); site improvements, including: site work for storm water management and grading; new vehicular and trucking pavement and roadways; new site lighting; demolition of existing buildings and structures and site work for surrounding grade tie-ins including the extension of existing utilities such as electricity, gas, water, sewer, cable, and data/telephone. It is understood that SRQ may provide technical criteria from potential tenants that will be used in the design of the building(s).

The estimated construction cost for this project is between $11,000,000 - $13,000,000 per SRQ's input. MHA shall evaluate the feasibility of this project, based upon MHA's experience as a design professional, and keep SRQ apprised during each phase of the Project of the results of such evaluation.

MHA shall advise SRQ as to options available for reducing construction costs to stay within the budget, if it appears likely that contractor bid prices will exceed this budget.

The building addition will be designed with sustainability practices and energy efficient features in mind, wherever practical, however costs associated with any LEED or other certification are not included.

Design services to be provided by MHA shall include project management, civil, architectural, structural, mechanical, electrical, plumbing, fire protection, geotechnical, survey, and permitting services, as applicable, required to accomplish the following Scope of Work items ("Basic Services").

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SRQ INDUSTRIAL DEVELOPMENT
LOT No. 9 FACILITY
SARASOTA MANATEE AIRPORT AUTHORITY
Q-230007



EXHIBIT No. 01

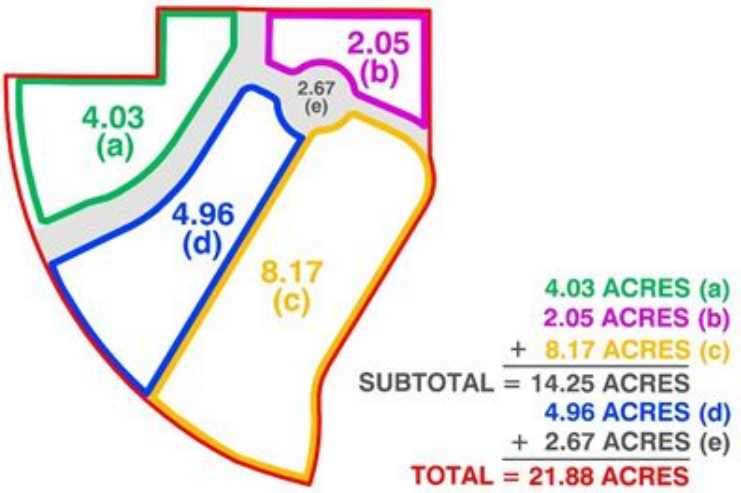


EXHIBIT No. 02

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SRQ INDUSTRIAL DEVELOPMENT
LOT No. 9 FACILITY
SARASOTA MANATEE AIRPORT AUTHORITY
Q-230007

The Project will consist of the following phases and breakdown:

The Design team will prepare the design of four new buildings, demolition, and associated site improvements on Lot 9 of the SRQ Industrial Development in one package.

The package will consist of the following deliverables:

Part I	**Concept Design / Programming / Due Diligence Phase**
Part II	**Permitting Phase**
Part III	**Design Documentation Phase** **IIIa - Design Development (65%)** **IIIb - Construction Documents (100%)**
Part IV	**Bid & Award**
Part V	*Construction Administration Phase (Excluded at this time)*

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SRQ INDUSTRIAL DEVELOPMENT
LOT No. 9 FACILITY
SARASOTA MANATEE AIRPORT AUTHORITY
Q-230007

B. CORE DESIGN TEAM AND SERVICES

MHA (Architect of Record, Master Planning, Architectural Design & Coordination & PM)

• Daniel Margulies, AIA, NCARB	Principal in Charge
• Richard Saunderson, AIA	QA/QC
• Kenneth Kugaczewski	Project Manager
• Jerry Oksman	Production Manager
• Austin Boone	Architectural Designer
• Jack Littrell, RA	BIM Manager

EG Solutions (Stormwater Management, Environmental, Permitting, Geotechnical)

• Scott Brady	Stormwater/Soil/Erosion/Permitting
• Sean Kuang	Senior Engineer
• Mike Harris	Design Manager
• Colliers	Geotechnical

Steinbaum and Associates, Inc. (Wetlands Permitting & Ecological)

• Michele Steinbaum	Project Manager

Enviro-Audit (Phase I Audit & Environmental Assessments, as needed)

• Amber Duerr	Project Manager
• Joe Buerhop	Geologist

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SARASOTA MANATEE AIRPORT AUTHORITY
Q-230007

Hanson Professional Services (Site Civil, Surveying, Topography)

• Blake Swafford	Project Manager
• Greg Helton	Project Engineer
• Alan Nickz	Roadway Improvements
• Hyatt Surveying	Survey
• Ryan Nation	Site Lighting

Truckin / Traffic (Traffic Engineering)

• Jane Caldera, PE	Project Engineer

DTC Consultants (MEP/FP, Cost Estimating)

• Shay Atluru	Principal, Cost Estimating
• John Ferricane	Mechanical Engineering
• Jim Williamson	Mechanical Engineering
• Robert Haffeman	Electrical Engineering
• John San Vicente	Electrical Engineering
• Bruce Stankovich	Fire Protection Engineering
• Ardash Meguerdichian	Plumbing Engineering

George F Young Inc (Structural)

• Jeremy Lunsford, PE	Project Manager
• Nathan Klenke	Project Engineer

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Margulies Hoelzli Architecture

SRQ INDUSTRIAL DEVELOPMENT
LOT No. 9 FACILITY
SARASOTA MANATEE AIRPORT AUTHORITY
Q-230007

C. BASIC SERVICES

PART I - CONCEPT DESIGN / PROGRAMMING / DUE DILIGENCE PHASE

The Concept Design / Programming / Due Diligence Phase is intended to identify and evaluate alternatives to provide cost-effective and practical solutions for the work items identified.

Sarasota Bradenton International Airport has requested, as a part of the initial phase, MHA will evaluate design and layout alternatives and through coordination with stakeholders, review of the pre-proposal documents, field investigations, develop a practical design approach.

The result of the Programming and final Concept Design Phase will be used and incorporated in the subsequent Design Documentation Phase for review by all stakeholders.

The specific services to be provided or furnished for this Phase of the Project are the following:

Up Front Field Work/Investigation/Coordination (all items listed below to be performed and coordinated by entire Design Team):

TASK 1 - Kick Off Meeting and Regulatory Briefings

MHA and key design team members will attend a kick-off meeting with SRQ and the development team to discuss the general scope of the project, to present the project delivery methodology and confirm project goals and operational concerns during the Project's design and construction.

1. Design meeting consists of the following (typical duration is a half day):
    a. Meeting to include all stakeholders involved in project.
    b. Main goals and objectives from stakeholders will be collected.
    c. Review preliminary site concepts (prepared by others) and other pertinent data.
    d. Identify important planning parameters for the proposed development.
    e. Discuss permitting requirements.
    f. Goals/objectives will be categorized/filtered to a manageable action item list.
    g. Goals/objectives will be ranked in order of most important to least important – needs vs. wants will be identified.

2. Regulatory Agency Briefings
    a. Meet with jurisdictional regulatory agencies to brief project and discuss probable rules, reviews, and criteria.

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i. FAA (*)
ii. FDEP
iii. FFWCC
iv. USFWS
v. SWFWMD
vi. Manatee County

(*) Task Item 14.2: FAA Section 163 Determination request issue will be addressed by conducting a briefing with SRQ prior to the scheduled Kick-Off-meeting.

DELIVERABLES

- Goals/Objectives list
- Action Items list
- Kick-off Meeting and Preparation of Minutes
- Regulatory briefing agenda / presentation
- Regulatory briefing meeting minutes

Task 2– Project Management Services

MHA shall provide the following tasks:

1. Perform project management duties such as project planning, invoice preparation, and coordination of design team.
2. Serve as the Main Point of Contact and maintain communication amongst SRQ and the design team and maintain database.
3. Develop and maintain an Action Item List during the course of the Conceptual Phase of work.
4. Assemble available record documents (such as surveys, plans, permits, reports, and studies).
5. Coordinate applicable permit and code compliance requirements.
6. Coordinate with SRQ for Program Verification.
7. Coordinate the initial three-dimensional (BIM) design models.

TASK 3 – Project Site Reconnaissance

Perform preliminary Project site reconnaissance to further familiarize the design team with Project area. Acquire and review additional record documents (such as surveys, site plans, permits, reports, and studies) to become familiar with data that is available for the Project.

DELIVERABLE

- Site Visit

- Field Memo

Task 4– Wetlands & Habitat

1. Submit formal request to SWMD/FDEP for confirmation that active overlapping state jurisdictional determination and previously issued ERP's can be used for state jurisdictional limits.
2. Confirm characterization of the wetland and provide UMAM scores.
3. Identify potential rare, threatened, or endangered species or species of special concern and habitats. This subtask does not include verification by field methods such as game cameras or extended observation. *Also, it does not include developing mitigation measures.* It does include coordination with Florida Fish and Wildlife Conservation Commission (FFWCC) and US Fish and Wildlife Service (USFWS) for known or potential species.

DELIVERABLES

- Confirmation of UMAM Scoring. Characterize any wetlands and provide UMAM scores to be proposed, if needed.
- Sketch of Wetland Boundaries (contained in SWFWMD file of records) to use for establishing jurisdictional wetland limits. *Note: should SWFWMD not provide a definitive response, jurisdictional limits reflected in jurisdictional determinations or ERP permits (previously issued by SWFWMD) would be proposed as part of ERP application review.*
- Ribbons or other marks identifying seasonal high-water levels based on visual, vegetative or other indicators. Ribbons will be surveyed in Task 4 as one of several elements establishing SHWL and/or hydroperiod.
- Listing of potential rare, threatened or endangered species, and species of special concern that may be on the site.

TASK 5 – Field Survey

Conduct existing site studies to include topographic survey, lease parcel boundary survey, SHWL in wetlands will consider Task 4 markers (subject to verification by SWFWMD), existing utilities, existing right of way and roadway pavement limits and elevations, and other Project-related existing physical features and facilities like drainage structures. Also, stake proposed boring locations from Task 5 and obtain elevations at each staked location.

The Design Team will coordinate requirements for topographic field survey and Hyatt Surveying will perform field survey. Surveyor to note wetland flags from Task 4.

DELIVERABLE

• Field Survey Drawings

SUBTASKS:

1. Hanson will cause to be performed a Topographic Survey in alignment with Exhibit No. 01 located adjacent to Sarasota Bradenton International Airport (SRQ) in Manatee County, Florida.
2. The survey shall include the location and identification of all above ground, visible structures (including overhead wires) and features along with any accessible subterranean features including pipe inverts with size and material.
3. Hanson will locate all mark or flagged utilities based on Client provided as-built drawings that are available.
   a. If no drawings are available, Hanson will contract with a contractor to establish locates (as an additional service).
4. Hanson will determine site elevations on full cross sections within the survey limits and collected on a 25-foot grid. Elevations will be collected at grade breaks, distinct changes in elevations, at changes in direction on curbing/paving, and any prominent feature of the site.
5. This survey will be referenced to NAD83/07 or 11 Florida State Plane Coordinates.
6. All elevations will be referenced to published NGS benchmarks relative to the NAVD 88 vertical datum.
7. The scope of services assumes that the survey will not be required to follow FAA AC 150/5300-16, 17 and 18. *If it is determined by the FAA to be necessary, the cost of these services is not included in the Consultant's original Scope of Services and shall therefore be an Additional Service*. An existing base map will be developed in CAD from this information.

TASK 6 – Geotechnical Investigations

Design Team will coordinate requirements for subsurface soils investigations and EGS will perform geotechnical investigation for wetland area(s) and new building impacts.

DELIVERABLE

• Geotechnical Investigation Report (for site & building footprints)

SUBTASKS:

1. Perform up to 8 hand auger borings to a depth of 5 feet below existing ground in wetland areas that may be impacted. The purpose of these borings is to estimate muck quantities. On returned samples, perform up to
   a eight (8) organic content tests
   b sixteen (16) sieve analyses
   c sixteen (16) moisture contents

d six (6) Atterberg limits

2. Summarize all testing and provide recommendations for site preparation and identify any adverse conditions encountered in a geotechnical report signed and sealed by a licensed professional engineer in the state of Florida.
3. For each proposed building, perform (1) boring for every 2,500 square foot of building area up to 20,000 square feet of built-over area. Perform at least (1) boring for every additional 5,000 square feet of built-over area in excess of 20,000 square feet. Estimated number of 11 borings for each new building footprint for a grand total of 33 borings for all buildings.
4. Summarize all testing and provide recommendations for design parameters and foundation recommendations for foundation design and identify any adverse conditions encountered in a geotechnical report signed and sealed by a licensed professional engineer in the state of Florida.
5. Perform up to 3 backhoe excavated test pits to depths of 8 feet with visual classification of all materials encountered. If necessary, obtain permit to perform test pits inside wetland boundary.

TASK 7 – Project & Permitting Schedules

Prepare a preliminary implementation schedule, including critical path items such as permitting (FAA Section 163 Determination, SWFWMD, FDEP, FFWCC, USFWS, County site permits, zoning, county filings, building department filings). Permit schedule will be created for the items to be submitted and anticipated review times. If no wetlands or species are impacted, FDEP, FFWCC, and USFWS permits do not apply.

DELIVERABLE

- Project Schedule

TASK 8 – Conceptual Design Memorandum & Master Plan

Prepare a Conceptual Design Memorandum and a Master Plan document including preliminary stie/civil, architectural, and engineering design recommendations including narratives made during this phase for implementation within the overall design.

DELIVERABLES

• Submit Conceptual Design Memorandum/Master Plan to SRQ for review and comment (Electronically only- no hard copies)

SUBTASKS:

Architectural Master Plan / Civil Conceptual Planning / Basis of Design

1. Develop site and building concept designs:

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a. Prepare one master plan displaying schematic designs for one sub-lot, with new Buildings Nos. 9A, 9B, & 9C. Future building 9D is not included.
b. Preliminary conceptual layouts for roadways, vehicular parking lots, truck courts, building size and arrangements and misc. site improvements.
c. Preliminary water management plans consisting of proposed pond siting and/or reconfiguration of existing pond for water quality and quantity management.
d. Preliminary grading concept to allow gravity conveyance of stormwater into the master system.
e. Specific preliminary plan sheets developed will be for the following:
    i. General Site Plan.
    ii. Typical conceptual architectural plans, sections and elevations indicating compliance with all regulatory bulk, height and setback and height requirements.

2. Perform preliminary zoning and building code reviews based on current adopted Florida Family of Codes and applicable ADA standards and identify allowable uses.
3. Provide conceptual floor plan option in alignment with program requirements for review and comment.
4. Identify options for multi-tenant leasing and identify locations for multiple entrance storefronts for future tenant offices and restrooms, and exterior fenestration in each building.
5. Develop exterior massing option for the building exterior aesthetic approach.
6. Describe the demolition work required for removal of above grade buildings and infrastructure required within the planned improvement areas.
7. Preparation of preliminary basis of design memorandum for basic architectural, structural and mechanical building core and shell systems for the purposes of preparing a statement of probable cost for the project.
8. Preparation of one exterior aerial rendering of the proposed schematic design.
9. Prepare a preliminary FAA Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) request (if needed) and submitted for the project under Task 22.

Civil Engineering

1. Develop preliminary drainage and water management concepts and structural controls design sufficient for permitting. This anticipates the following subtasks:
    a. Existing Condition Model
        i. Define existing drainage basins based on land use, grading, geohydrology, and conveyance system.

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ii. Update, refine, or establish Event Mean Concentration (EMC) data for Total Phosphorus (TP), Total Nitrogen (TN), and Total Suspended Solids (TSS) for the various land uses.
iii. Contact SWFWMD and Manatee County to negotiate regulatory concurrence with design approach, defined basins, EMC for each land use, and treatment efficiencies.
iv. Computer Simulations and Models
a) Continuous Simulations for Water Quality Management - evaluate average annual existing conditions' runoff quality, quantity, and management using computer program EPA SWMM.
b) Event Models for Quantity and Flood Management - Evaluate existing conditions runoff quantity and flood management for the design storm events using computer program EPA SWMM.

b. Future Condition Model
i. Define future drainage basins based on land use, grading, geohydrology, and conveyance system.
ii. Computer Simulations and Models
a) Continuous Simulations for Water Quality Management - evaluate average annual future conditions' runoff quality, quantity, and management using computer program EPA SWMM.
b) Event Models for Quantity and Flood Management - Evaluate future conditions runoff quantity and flood management for the design storm events using computer program EPA SWMM.

2. Preliminary on-site or off-site wetland mitigation plans approach if impacting site wetlands.
3. Preliminary water design concept in narrative form
4. Preliminary sewer design concept in narrative form.

TASK 9 – Opinion of Probable Cost of Construction

Prepare preliminary opinion of probable cost of construction for the major elements of the project.

DELIVERABLE
• Preliminary Opinion of Probable Cost of Construction.

TASK 10 – QA/QC - NOT USED

TASK 11 – Meeting w/ SRQ to review Conceptual Memorandum & Master Plan

Schedule and attend coordination meeting to discuss findings and review memorandum with SRQ.

DELIVERABLE

- Attend Meeting
- Prepare Minutes

TASK 12 – Revise Conceptual Memorandum & Master Plan

Review and develop written responses to all comments received. Revise and re-Issue the Master Plan drawing for record purposes.

DELIVERABLE

- Incorporate responses into the Conceptual Design Memorandum and re-issue to SRQ for record purposes in PDF format.

PART II PERMITTING PHASE

The Permitting Phase is intended to identify and evaluate all regulatory requirements for the project and assist in the filing of same. It is expected that the permitting process will include Federal, State, County and City reviews, meetings, compliance with comments and resubmissions to receive all required approvals prior to the start of construction.

Task 13– Project Management Services

MHA shall provide the following tasks:

1. Perform project management duties such as project planning, invoice preparation, and coordination of design team.
2. Serve as the Main Point of Contact and maintain communication amongst SRQ and the design team.
3. Develop and maintain an Action Item List during the course of the Permitting Phase of the Project.
4. Assemble applicable all permitting documentation and maintain database.

TASK 14 – Jurisdictional Requirements / Permitting & Studies

Identify jurisdictional agencies and required permits and/or approvals.

14.1 Water Management, Permits and Approvals

a) For water management and/or wetland permits confirm applicable criteria are unchanged from Part I, Task 1, Subtask 2 regulatory briefings.
Develop SWFWMD and Manatee County stormwater permit documentation. At the end of this phase and plans sufficient for water management permitting are available, an environmental resource permit (ERP) application will be submitted to SWFWMD.

Sarasota Manatee Airport Authority will be responsible for paying all water management and/or wetland permitting fees.

14.2 FAA (***if applicable***) Permits and Approvals:

a) ***Subsequent to the initial briefing with the FAA conducted under Task 1,*** coordinate with the FAA for Section 163 Determination and provide necessary information (nature of property acquisition, planned program, land use and narratives).
    i. A copy of the current approved ALP or draft ALP change (e.g., pen-and-ink change) that identifies the project and its location on the airport.
    ii. A copy of the on-airport land use map.
    iii. A copy of the Exhibit A property map, conforming with ARP SOP 3.0 (Standard Operating Procedure for FAA Review of Exhibit 'A' Airport Property Inventory Maps). This SOP includes identification of the funding source used for purchase of the property.
    iv. Any supporting deeds or any other conveyance documentation regarding airport ownership of the land the project is located on, including surplus or any other property deeds of conveyance, etc.
    v. Source(s) of funding for the proposed project (and/or for facilities previously funded or impacted by the proposed project).
    vi. A project description of the proposed alteration(s) to the site.
b) *In the event that FAA claims jurisdiction*, request FAA guidance on a Categorical Exclusion (CATEX) or Environmental Assessment. *Preparation of a CATEX or NEPA EA is not included at this time- and can be provided as additional services at a negotiated fee.*

14.3 Traffic

a) Submit a formal Traffic Impact Analysis Methodology Statement to Manatee County for their review and approval.
b) Conduct new AM and PM peak-hour turning movement counts following locations:
    a. E 15th Street E /301 Blvd at Tallevast Rd – signalized

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c) Calculate the trip generation estimates based on the proposed development plan. The trip generation estimates will be based on the recently published 11th Edition of the ITE Trip Generation Manual.
d) Determine the site traffic distribution. The site traffic distribution will be done manually, based on the area's demographics, the existing travel patterns, and the area roadway network.
e) Prepare a significant impact test to determine the required study area. Based on preliminary analysis the following study area is anticipated this project:

Link #	Roadway Name	Segment
2102	301 BLVD (aka 15th ST E)	Whitfield Ave to Tallevast Road
2140	301 BLVD (aka 15th ST E)	Tallevast Road to University Pkwy
3160	Tallevast Rd	US 41 to 301 Blvd
3170	Tallevast Rd	301 Blvd to US 301

f) Develop the future background (non-project) traffic based on the application of growth annual growth rates. The future background traffic shall also any include the "reserved trips" as provided by Manatee County.
g) Prepare future buildout year PM peak-hour, peak-season traffic conditions for the study roadway segment.
h) Evaluate the existing, background and build-out year conditions during the PM peak hour study roadway link.
i) Prepare and Operational / Turn Lane Warrant Analysis (AM and PM) at site access driveway(s).
j) Prepare a conceptual plan that depicts the layout of any warranted turn lanes.
k) Prepare a detailed traffic report per Manatee County Traffic Study Guidelines, dated March 2015.
l) Travel Demand Analysis is not included currently. An allowance is assigned for this task in the event that it is needed.

14.4 Phase I Environmental Site Assessment

A Phase I Environmental Site Assessment (ESA) will be performed in general accordance with the ASTM E-1527-13: Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process.

The tasks to be performed as part of this Phase I ESA are strictly limited to the following.

a) The *Standard Environmental Records Sources* will be reviewed as stipulated in ASTM E-1527-13. Additional record sources may be checked to enhance and supplement the *Standard Environmental Records Sources.*
b) A review of available historic records (aerial photographs, street directories and/or insurance maps) will be conducted to develop a history of the previous uses of the

property and surrounding area, in order to help identify the likelihood of past uses having led to recognized environmental conditions in connection with the property.

c) A site reconnaissance will be performed (in Task 3).
d) Reasonable attempts to interview past and present owners, operators, and occupants of the property will be made.
e) Interviews with state and/or local government officials will be conducted as deemed necessary.
f) The findings, opinions, and conclusions will be prepared and submitted in a Phase I Environmental Site Assessment report. The report will include all appropriate support documentation.

The scope of services does not include an assessment of toxic substances such as radon or those found in building materials (e.g. asbestos, lead paint, urea formaldehyde, etc.) or the quality of interior air or (potable) drinking water, wetlands or threatened/endangered species.

Controlled substances, as defined in the Controlled Substances Act, are not included within the scope of the services. The scope of services also does not include a review of recorded land title records and lien records for *environmental liens* or *activity and use limitations*, if any, that are currently recorded against or relating to the property.

14.5 Other Environmental Permits

a) Environmental Specialist will prepare a report regarding any known habitat and rare, threatened or endangered species located on the site and prepare recommendations for mitigation. Coordinate with Florida Fish and Wildlife Conservation Commission and US Fish and Wildlife Service and assist with permit and/or approval applications. *Sarasota Manatee Airport Authority will be responsible for paying all species-specific studies (if applicable), permit, review approval, and other related fees*.
b) FAA qualified wildlife biologist is excluded.
c) A noise study for environmental impact is not anticipated and excluded from the scope of work.

14.6 Other Permits

a) Fire.
b) Roadway Connections.
c) Utilities- Manatee County.
d) Buildings- Manatee Building Department

e) Prepare preliminary zoning compliance diagrams (for building siting, coverage, bulk, height, setbacks and permitted uses).
f) Light impacts.
g) Cultural resources/archaeological or historic sites
h) Trees

DELIVERABLE

- Permitting Studies
- Memorandum of findings

TASK 15 – Meetings & Teleconferences with Agencies

Conduct Meetings and Teleconferences with regulatory agencies and departments including:

Onsite meetings with FFWCC and USFWS as necessary.

Pre-application meetings will be held with Manatee County Transportation Planning/Traffic Engineering Transportation Planning Divisions and the Traffic Design Section to establish a methodology for the required Traffic Impact Analysis (TIA). Attend one technical review meeting with Manatee County staff to review results of the traffic study. *In the event that the results of the methodology negotiations with Manatee County results in an expanded traffic study, additional scope of services and fees may be required on a negotiated basis.*

DELIVERABLE

- Pre-application briefing material and agendas
- Prepare Minutes

TASK 16 – Meetings and Teleconferences with SRQ

Conduct meetings and teleconferences with SRQ (up to two)

DELIVERABLE

- Attend Meetings and teleconferences (up to two)
- Prepare & Issue Minutes

TASK 17 – Filing Documentation

Assemble filing documentation for SRQ for review and approval prior to filing:

DELIVERABLE

- Assemble and prepare documentation (drawings, narratives, calculations)

TASK 18 – Agency Submittals

Issue Filing Documentation to Agencies and AHJ.

DELIVERABLE

- Memoranda
- Issue Filing Documentation

TASK 19 – Hearings - NOT USED

TASK 20 – Agency Reviews

Respond to Agency comments / reviews and respond in writing (up to two rounds of reviews).

DELIVERABLE

• Memoranda

TASK 21 – Agency Re-submittals

Re-submit plans, narratives, calculations to regulatory agencies (up to two rounds of re-submittals).

DELIVERABLE

• Resubmittals of revised design documentation.

TASK 22 – FAA Submittals

Prepare FAA Forms 7460 for new construction and construction related equipment and submit to SRQ for filing with the FAA.

OE/AAA Airspace Filing (is excluded)

DELIVERABLE

- FAA Form 7460's prepared and issued to SRQ.

PART III – DESIGN DOCUMENTATION

Upon written approval by SRQ, provide the Design Documentation Phase of work, intended to further define the selections made during the Concept / Programming / Due Diligence Phase. The design will begin to incorporate the cost-effective and practical solutions identified and the overall results will be incorporated in the 65% and 100% submissions of Design Drawings and Technical Specifications as a part of this phase for review by all

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stakeholders. Building design will be separated into individual sets of three packages for the purposes of the subsequent bidding / award, permitting and construction phases (described in Part IV).

Part IIIa - Design Development (65%)

The Design Development Phase is intended to expand on the selected alternative identified during the Conceptual Design Phase to enable all stakeholders to review and evaluate based on the facility needs.

The specific services to be provided or furnished for this Phase of the Project are as follows:

Task 23– Project Management Services

MHA shall provide the following tasks:

1. Perform project management duties such as project planning, scheduling, invoice preparation, and coordination of design team.
2. Further develop three-dimensional (BIM) design models.
3. Perform internal constructability review.
4. Design Team shall coordinate between design discipline leads, other design team members, and SRQ (for phasing) to incorporate into drawings.

TASK 24 – Design Development

Prepare Design Development (65%) Drawings incorporating pertinent design aspects of the project and surrounding site.

a. Drawings include phasing coordination to ensure that this project shall not impact the operation of the airport.
b. Stakeholders input will be incorporated as necessary to verify phasing and layout will meet SRQ requirements.

DELIVERABLE

• Design Development Drawings (65%) to SRQ for review and comment

SUBTASKS:

Architectural

1. Prepare 65% design documentation: building floor plans, building sections and elevations with general dimensions and wall construction information.

2. Develop preliminary demolition drawings for removal of existing above grade building(s) within the planned improvement areas. *It is assumed that SRQ will provide existing building drawings.*
3. Develop the Code Compliance drawing to include: accessibility provisions, construction classification, means of egress sizing, required fire ratings, plumbing fixture counts, and energy code requirements.
4. Define typical construction details including exterior core and shell.
5. Refine exterior materials, massing, and develop wall section.
6. Develop preliminary interior design information, including finish schedule, materials, and color options.
7. Develop preliminary door, hardware and window schedules.
8. Design of tenant office space and restrooms are not included in the basic scope *(if needed, an allowance is assigned for one (1) 2,000 SF office pod with two (2) unisex restrooms for each of the three new buildings).*

Structural

1. Coordinate with architectural concept plans to determine system type and locations of major structural framing.
2. Begin developing environmental and occupancy loading scheme for layout of facility.
3. Review applicable code and design standards for establishing structural design criteria.
4. Develop list of required structural testing and inspections.
5. Review previously obtained geotechnical information.
6. Begin preliminary analysis of overall building elements including the following:
    i Foundation and slab systems general footprint and schematic level sizes
    ii Layout of Lateral Resisting System (Wind and Seismic) including columns, walls, bracing, and roof system
    iii Develop preliminary size of major structural framing members.

Mechanical

1. Perform load calculations and outdoor air ventilation calculations for proposed layout.
2. Develop preliminary sizing for HVAC equipment based on load calculations.
3. Coordinate electrical load of equipment with Electrical Engineering.
4. Provide preliminary selections for required HVAC equipment including:
    a. HV Units and Air handling equipment (roof top and/or ground mounted).

b. Exhaust fans
c. Wall/roof openings (if required)

2. Incorporate preliminary selections, locations, and schedules for the above equipment into drawings.
3. Coordinate roof openings, clearances, and/or chase requirements with the Architectural/Structural team
4. Coordinate electrical load of equipment with Electrical Engineering.

Electrical

1. Determine electrical load requirements (i.e. 208/120V, Single-phase/Three Phase or 480/277V, Three-phase)
2. Determine voltage availability in the area from the electrical utility.
3. Coordinate any utility infrastructure needs with the utility company (i.e. – utility switches, transformers, utility poles, etc.)
4. Identify sub-metering scenarios for future multi-tenant use.
5. Design major equipment components (panel boards, transformers, lighting, and appliance panels) within the electrical spaces with adherence to the National Electrical Code minimum requirements for clearances
6. Determine preliminary panel board sizes.
7. Define fire alarm design, emergency lighting, exit signs and devices.
8. Select preliminary interior luminaires and perform preliminary photometric calculations.
9. Develop preliminary parking lot and exterior lighting plan and photometrics.
10. Develop preliminary lightning protection design.

Plumbing

1. Review building type, occupancy, and perform overall code analysis related to plumbing systems.
2. Develop the appropriate plumbing fixture count.
3. Review plumbing-specific requirements.
4. Calculate fixture units and rationalize flow rates.
5. Translate overall fixture units/flow rates into pipe sizes for utility mains.
6. Depending upon site grading limitations and in the event that gravity fed stormwater is not possible, additional mechanical design may be needed for incorporation of auger lift pumps for stormwater, as an additional service.

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Fire Protection

1. Develop appropriate fire protection (fire suppression, alarm, and detection) strategy based on occupancy and construction type.
2. Perform water supply demand analysis to determine required water supply.
3. Define equipment layout and locations.
4. Indicate fire service including required backflow protection, post indicator valve and approved FDC by local Fire Department.

Civil

1. Finalize horizontal pavement geometrical layouts and place sufficient information on drawings to layout proposed pavements in field during construction.
2. Develop preliminary three-dimensional design in order to develop pavement centerline profiles, typical sections, and other grading details for the proposed work.
3. Finalize pavement designs for both the parking lot and truck courts and roadwork which includes an HMA and PCC pavement section.
4. Develop preliminary drainage designs, including computation of surface water runoff volumes, and layout facilities necessary to accommodate expected flows.
5. Develop water design concept.
6. Develop electrical design concept.
7. Develop fiber design concept.
8. Develop sewer design concept.
9. Develop preliminary parking marking layouts.
10. Develop preliminary jointing plans for the PCC and HMA pavement sections.
11. Develop site access and internal traffic circulation plan, including cross access driveway to the adjacent parcels.
12. Coordinate with the traffic and civil engineers on potential off-site roadway improvements. The scope of the off-site roadway improvements would be based upon traffic study and County review and will need to be confirmed- *off-site roadway improvements are not included at this time.*
13. Continue refinement of the site lighting, photometrics and signage layouts and detailing.
14. Develop preliminary designs of structural Project elements, such as catch basins, manholes, and culverts.
15. Develop a draft storm water pollution prevention plan.

16. Prepare preliminary Contract Drawings (approximately 65% complete) providing sufficient detail for review of design concepts by SRQ, and FDOT.
17. Develop technical specifications expected to be required for the proposed work.

TASK 25- Design Calculations

Assemble design calculation packages including:

a. Hydraulic Calculations
b. Structural Calculations
c. Energy Modeling, if needed.
d. MEP/FP Calculations

DELIVERABLE

• Engineering Calculations Package

TASK 26 – Preliminary Specifications

a) Review and revise front-end specifications provided by r SRQ for Division 0 and Division 1.
b) Develop preliminary technical specifications for each trade (Div 2 to 16).

DELIVERABLE

- Preliminary Front End Specifications for review
- Preliminary technical specifications for each trade.

TASK 27 – QA/QC - NOT USED

TASK 28 – Schedule Coordination - NOT USED

TASK 29 – Quantity Take-offs - NOT USED

TASK 30 – Opinion of Probable Cost of Construction

Prepare updated opinion of probable construction costs for each major element of the Project.

DELIVERABLE

• Updated Preliminary Opinion of Probable Construction Cost

TASK 31 – Meeting with SRQ

Schedule and attend one (1) design review meeting with SRQ, and other stakeholders and prepare Minutes of Meeting.

DELIVERABLE

- Attend Meeting
- Prepare & Issue Meeting Minutes

TASK 32- Responses to Comments

Review and develop written responses to all comments received.

DELIVERABLE

- Responses in writing and on Drawings and Specifications in PDF format

IIIb - Construction Documents Phase (100%)

Upon written approval by SRQ, provide the Construction Documents Phase (100%) of work. The services included under this Phase shall generally consist of services required to furnish SRQ with a complete set of 100% Contract Documents for the Project, including substantially complete Plans and Specifications for the project.

Services to be performed or furnished during this Phase may include revising the Design Development submittal information to comply with SRQ comments and then completion of the 100% design.

Plans and Specifications, suitable for bidding, will be completed. Building design packages will be separated into individual sets of documents for the purposes of the subsequent bidding / award, permitting and construction phases (described in Part IV). 100% design will be reviewed and approved by SRQ prior to filing. The specific services to be provided or furnished for this Phase of the Project are the following:

Task 33– Project Management Services

MHA shall provide PM services as follows:

1. Perform project management duties such as project planning, scheduling, invoice preparation, and coordination of design team.
2. Finalize three-dimensional (BIM) modeling.
3. Perform internal constructability review.
4. Design Team shall coordinate between design discipline leads, other design team members, and airport for phasing to incorporate into drawings.

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TASK 34 - Contract Drawings (100%)

Prepare 100% Contract Drawings and Specifications incorporating all design aspects of the project and surrounding site to clearly describe the construction requirements for bidding and execution. This work will include dimensioning and delineation of plans, sections, elevations, and details, as well as schedules to define the work.

Incorporate the review comments of the 65% design into the final drawings and specifications.

DELIVERABLE

• Construction Drawings (100%), to SRQ for review and comment

SUBTASKS:

Civil

1. Finalize three-dimensional design in order to finalize pavement centerline profiles, typical sections, and other grading details for the proposed work.
2. Detail and finalize pavement details, rehabilitation details and pavement sections.
3. Finalize drainage designs and layouts incorporating any required revisions to the 65% plans.
4. Finalize water design layouts and detailing.
5. Finalize electrical design layouts and detailing.
6. Finalize fiber design layouts and detailing.
7. Finalize sewer design layouts and detailing.
8. Finalize pavement jointing.
9. Finalize pavement marking layouts, and detail installations.
10. Finalize site access and internal traffic circulation plan, including cross access driveway to the adjacent parcels.
11. Final coordination with the traffic and civil engineers on potential off-site roadway improvements. The scope of the off-site roadway improvements would be based upon traffic study and County review and will need to be confirmed- *off-site roadway improvements are not included at this time.*
12. Update construction stormwater pollution prevention plan as and if required by jurisdictional regulatory agencies during the permit review and approval process.

Architectural

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1. Finalize building floor plans, building sections, and elevations.
2. Finalize Zoning & Code Compliance Plans.
3. Finalize demolition drawings for removal of existing building.
4. Finalize construction details.
5. Finalize wall-types end required fire and/or acoustical ratings.
6. *Mezzanine, stairs, railing details and elevators are not anticipated nor included at this time).*
7. Finalize exterior materials, color schedule, and wall sections.
8. Finalize interior finishes and color schedule.
9. Finalize door, door hardware and window schedules.
10. Finalize building demolition package.
11. Finalize energy modeling.
12. *Design of tenant office space and restrooms are not included in the basic scope (if needed, an allowance is assigned for one (1) 2,000 SF office pod with two (2) unisex restrooms for each of the four new buildings).*

Structural

1. Finalize analysis of all building elements, coordinated with MEP and Architectural systems, including the following:
   a. Complete Foundation and slab system sizes and layout.
   b. Finalize analysis and detailing of foundation reinforcing and connections between foundation elements and other adjacent structural systems.
   c. Finalize slab reinforcing and areas of thickened slab requirements including connections to walls and foundation elements.
   d. Finalize Structural layout and analysis model of Lateral Resisting System (Wind and Seismic) including columns, walls, bracing, and roof system.
   e. Complete sizing for all columns, walls, roof system elements, and bracing.
   f. Provide analysis and design of all relevant connections throughout structure not including delegated design elements.
   g. Finalize schedules for foundation, reinforcing, framing, connections, and components and cladding wind pressures.
   h. Finalize reinforcing designs, plans, and specifications for all required drainage structures (manholes, headwalls, inlets, and similar).
2. Provide performance specifications, loading, and criteria for all delegated design elements.
3. Coordinate critical clearance, penetration and opening requirements through structural systems with architectural and MEP systems.
4. Coordinate required structural support for architectural glazing, equipment and MEP systems.

5. Further develop list of required structural testing and inspections.
6. Develop structural calculation package for submission to the AHJ.

Mechanical

1. Finalize HVAC equipment and capacities based on final facility layout.
2. Finalize equipment layout in mechanical rooms, on rooftops, and on exterior of facility as necessary.
3. Finalize ductwork routing and sizes.
4. Finalize mechanical pipe routing and sizes.
5. Finalize project specific details.
6. Finalize mechanical schedules based on equipment selections.
7. Finalize energy calculations to be submitted with final design documents.
8. Finalize air system flow diagrams showing CFM of appropriate segments.

Electrical

1. Finalize coordination with other disciplines for electrical power requirements for power and utility companies.
2. Finalize electrical equipment requirements.
3. Finalize sub-metering distribution for future multi-tenant use.
4. Finalize fire alarm design, emergency lighting, exit signs and devices.
5. Finalize interior lighting layout and fixtures with ceiling and wall types.
6. Finalize exterior lighting layout and fixtures with parking lot design and wall types.
7. Finalize switch/controls requirements for each building.
8. Finalize branch circuits (equipment, receptacles, and lighting)
9. Finalize Panel schedules.
10. Finalize design of Stand-by generator and automatic transfer switch
11. Finalize Lightning Protection System design.

Plumbing

1. Finalize coordination with other disciplines.
2. Finalize plumbing fixture selections with architect and owner.
3. Provide installation details for plumbing fixtures and equipment.
4. Finalize equipment selections/capacities, and coordinate power requirements with electrical engineer.

5. Finalize routing of pipe mains throughout the facility and coordinate with other MEP infrastructure
6. Route branch piping to all fixtures throughout the facility
7. Finalize technical specifications and incorporate equipment/fixture schedules into plans.
8. Review constructability and location of piping specialties for access/maintenance.

Fire Protection

2. Finalize equipment layout, sizes, and locations.
3. Finalize hydraulic calculations.
4. Finalize technical specifications.
5. Finalize drawings and details.

TASK 35 - Specifications

a) Finalize front end specifications (provided by SRQ) for bid package.
b) Finalize technical specifications manual for bid package.

DELIVERABLE

- Front End Specifications for SRQ's review
- Technical Specifications for SRQ's review

TASK 36 – QA/QC - NOT USED

TASK 37 – Quantity Take-offs - NOT USED

TASK 38 – Opinion of Probable Cost of Construction

Prepare a final opinion of probable construction costs for each major element of the Project.

DELIVERABLE

- Final Opinion of Probable Construction Cost

TASK 39 – Pre-Application Forms for AHJ Submissions

Pre-application forms and requirements will be developed in preparation for permitting.

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DELIVERABLE

• Permit Schedule for Building Department Submittal

TASK 40 – Meeting with SRQ

Schedule and attend one (1) design review meeting with SRQ, and other stakeholders.

DELIVERABLE

- Attend Meeting
- Prepare Meeting Minutes

TASK 41 – Responses to SRQ Comments

Review and develop written responses to all comments received.

DELIVERABLE

- Responses in writing and on Drawings and Specifications in PDF format.

TASK 42 – Submission to AHJ

DELIVERABLE

- Submit to AHJ Permit Forms and Drawings

TASK 43 – Respond & Re-Submit to AHJ Review Comments

DELIVERABLE

- Respond to AHJ Review Comments
- Incorporate Comments and Resubmit Drawings to AHJ

PART IV - BID & AWARD PHASE

Part IVa - Bid Phase

Upon written approval by SRQ, provide the Bid Phase of work. The Bid Phase is that time frame between completion of the design process and beginning of actual construction when SRQ publicly advertises and receives bids, awards contracts to the lowest responsible bidder, and executes a construction contract to perform the work with the successful contractor. MHA shall assist SRQ during this Phase as required. *It is assumed that one contractor will be awarded to perform the work for all buildings and site work*. The specific services to be provided or furnished for this Phase of the Project are the following:

1. MHA shall assist SRQ in advertising for and obtaining bids for the contract for construction, materials, equipment and services.
2. Airport will distribute Bid Documents via upload to Demand Star.
3. Attend pre-bid conference that is scheduled and conducted by SMAA/SRQ and advise SMAA/SRQ on matters relating to design.
4. Receive and respond as required to questions from potential bidders regarding the Contract Documents.
5. Prepare addenda to the bid documents after advertisement and prior to bidding as required upon the SMAA's approval.
6. Assist SMAA/SRQ in evaluating bids or proposals.
7. Provide a recommendation to award. MHA shall note in the evaluation any irregularities, deviations, qualifications, or conditions set forth in such bids or proposals.

TASK 44- Pre-Bid Conference

DELIVERABLES

- Attend Pre-bid Conference.

TASK 44 – Response to Bidders

Respond to Bidders Questions / RFI's during the Bidding and Award phase.

DELIVERABLES

- Respond to RFI's.

TASK 46 – Issue Addenda

DELIVERABLES

- Provide Addenda to the Bid Documents, per SMAA's review and approval

TASK 47 – Perform Bid Reviews

Perform Bid Reviews and make recommendation for award

DELIVERABLES

- Bid Reviews and Recommendation Report for award.

PART V - CONSTRUCTION ADMINISTRATION PHASE

NOT INCLUDED AT THIS TIME

TO BE NEGOTATION UPON WRITTEN NOTICE FROM SRQ, provide the Construction Administration Phase of Work.

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D. BIM APPROACH

MHA will use our Revit BIM platform for the buildings and surrounding site from early concept stage through final completion of the project. We develop the base file and then share/incorporate information from the other project team participants to achieve a unified model database. All team members as well as Clients have access to data as engineering efforts advance and fundamental concepts develop into actual systems. AutoDesk Civil3D will be used for sitework to develop surfaces for grading, utility locations, stormwater routing, etc. in coordination with the airport and facility requirements. This will then be incorporated into the base Revit model.

MHA will schedule a separate kickoff meeting with the SMAA BIM Manager at the start of the project to review the approach methodology, BIM standards, and file management when starting the project. MHA will incorporate SMAA BIM standards as part of the baseline for all members of the project team.

Our standard BIM practice is to provide a 300 Level of Development (LOD), defined as follows:

- Spatially accurate Architectural and building elements depicting a LOD 300 for all building and façade elements.
- Spatially accurate MEP elements (i.e. size and maintenance clearances commensurate with equipment selection).
- Manufacturer info and capacities incorporated into families/schedules.
- Structural members depicted at correct size/type (i.e. joist, beams, trusses, etc.).
    - Reinforcement and ancillary steel supports provided as 2D detail items.
- Accurate duct sizing/routing coordinated with structure.
    - Limited to duct fittings/types provided in Revit template. Does not include custom-fabricated sheet steel objects.
    - Sloped piping and routing coordinated with structure.

Revit models will be developed by the individual disciplines and linked to the base model:

- Civil
- Architectural
- Mechanical & Electrical
- Plumbing
- Structural
- Fire Protection

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Further model refinement would be provided by specific work sets tailored to key systems and workflows with other vendors. Model coordination would be accomplished via a central model server.

The construction documents would be submitted at milestone reviews, and finally as Permit Documents for bidding and construction. A separate specifications manual will be provided with the Permit documents.

Final deliverable will be converted to AutoCAD drawings for digital transfer of drawing files.

E. ANTICIPATED SCHEDULE & DELIVERABLES

MHA will approach the project in the key phases tabulated below. MHA acknowledges the importance of the Project Schedule to SRQ and agrees to put forth reasonable efforts in performing the services under this proposal with due diligence in a manner consistent with the durations listed below. SRQ agrees that MHA's performance shall be based on the standard of practice in the industry and sound professional practices. The Project Schedule shall be equitably adjusted as the project progresses, allowing for changes in scope caused by unknown conditions, character or size of the project as verbally requested or in-writing by SRQ/SMAA and/or for delays or other causes beyond MHA's reasonable control.

PHASE	DURATION	SERVICES	DELIVERABLES / COMMENTS
Notice to Proceed	Dec 2023	Mobilization FAA Regulatory Briefing	▪ Finalize sub-contract agreements & mobilize project team ▪ *Conduct a briefing w/ SRQ to confirm need for a FAA Section 163 Determination Request*
Kickoff Mtg	Jan 2024	1.1 Kick Off Meeting 1.2 Regulatory Briefings	▪ Goals/Objectives list / Action Items list ▪ Minutes ▪ *Regulatory Briefings continue following Kick-off Meeting*
Concept Phase-Due Diligence Tasks	5-6 weeks	3.1 Project Reconnaissance 4.1 Wetlands / Habitat 5.1 Field Survey 6.1 Survey 7.1 Project Schedule	▪ Site Visit/ Acquire Record Documents & review ▪ Confirm Wetlands / Habitat ▪ Conduct Field Survey on site ▪ Conduct Geotech on site ▪ Prepare Schedule
Concept Phase Programming /	10- 14 weeks	8. Programming Definition / Conceptual Development 9. Opinion of Probable Cost	▪ Architectural / Civil Conceptual Drawings & Engineering Narratives for Basis of Design ▪ Preliminary Opinion of Probable Cost

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Meeting w/ SRQ to Review Conceptual Report	2 weeks	11 & 12 Review Concept Design & Revise Conceptual Documents	▪ Meeting w/ SRQ ▪ Revise & Resubmit Conceptual Report
Permitting Phase	4 to 5 months (concurrent with Concept Phase) 2 months (during Design Development / Construction Document Phase	14. Identify Jurisdictional Permitting Requirements- Water management, Wetlands, Traffic Study, Phase I Audit, Environmental, Zoning permitting documents 15 thru 22- meetings w/ Agencies & SRQ, submittals & follow-up meetings and resubmittals	▪ Confirm Water management / Wetlands / FAA / FDOT, Utilities, Zoning ▪ Traffic / Phase I / Environmental Wildlife / Habitat ▪ Pre-Application Meetings with Agencies ▪ Prepare permitting Documentation for SRQ review/approval *Note: Land permitting / approvals concurrent with completion of Design Documentation (65%) Phase*
Design Documentation Phase	6 – 7 weeks	24 thru 30 Prepare Design Documents (65%), (Arch, S/C, MEP/FP, Structural). Prepare Drawings, prelim specifications, calculations, & cost estimate	▪ Des Dev Drawings, Prelim Specifications & Calculations ▪ Opinion of Probable Cost ▪ Submit to SRQ
Meeting & Review w/ SRQ	1 ½ weeks	31 & 32 Meeting w/ SRQ to Review Design Development Phase Docs	▪ Meet w/ SRQ ▪ Issue Responses
Construction Documents (Phase 100 %)	6 – 7 weeks	34 thru 37 Prepare Final construction documents, inclusive of comments after final review. Final Opinion of Costs, Pre-App docs for Filing AHJ	▪ Prepare (100% CD) Drawings, Finalized front end and technical specifications and calculations. ▪ Final Opinion of Probable Cost ▪ Prepare Pre-App docs for AHJ Permitting for Buildings
Meeting w/ SRQ Review CD's	1 ½ weeks	38 to 41 Review 100% Construction Documents, incorporate review comments and prepare / file permit applications to AHJ	▪ Meeting w/ SRQ, Prepare Minutes ▪ File permitting docs w/ AHJ
Permitting	4-6 weeks*	41 Respond to permitting comments	▪ File permitting docs w/ AHJ & respond to comments w/ resubmittals
Bidding & Award	2 months	42 to 47 Prepare Bid Package Advertise Bid	▪ Prepare Bid Package ▪ Pre-Bid Meeting ▪ RFI Responses to Bidders, Issue Addenda ▪ Bid Review / Evaluations

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			▪ Recommendation to Award
Construction Phase			▪ *CA PHASE IS EXCLUDED*

**Dependent on AHJ review process. Typically, this takes and average of +/- 30 days*

F. TRAVEL REQUIREMENTS

Given the scope and complexity of this project, MHA has assembled a local team of experts, however some out of town travel may be required for meetings with regulatory agencies to areas outside the local county. The design discipline leads and various members may have to travel to Tampa or other locations to attend meetings with Federal or State officials. The following assumptions and guidelines helped development of the allowances for direct expense related fees (shown in attached fee spreadsheets):

1. Assumed three team members traveling up to four times during the Conceptual and Permitting Phases of the project, for initial meetings and subsequent meetings and coordination, respectively:

    a. Conceptual Phase travel anticipated to take 1-2 days, for one meeting. Allowance accounts for overnight stay for all team members.

    b. Permitting Phase travel anticipated to take 1-2 days, for one meeting. Allowance accounts for overnight stay for all team members

G. MEETINGS

MHA anticipates that, at a minimum, the following meetings throughout the design phase of the project will be required. It is understood that as conditions develop and the need arises for additional meetings, outside of the below list, the project team will notify SRQ with ample time to gather the appropriate parties for coordination of specific items. The meetings anticipated are as follows:

1. Kickoff Meeting with all stakeholders
2. Review of Programming/Concept Design Documents
3. Review Filing Documents
4. Review of 65 % Design Documentation Phase Documents

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5. Final Review of the 100% Construction Documents and Bid Package
6. Attendance at Pre-Bid Meeting.
7. Attendance at Bi-Monthly meetings during Construction.
8. Attendance at Weekly Job Meetings.

The above meetings will consist of required staff all attending in a virtual capacity, with the exception of the MHA Project Manager and one additional MHA representative in person.

These meeting times will be set at the commencement of the project for informal review and decision making. In addition to the above meetings, MHA Project Manager and one additional MHA representative will participate in bi-weekly meetings during design for coordination purposes and to allow for informal review and decision making.

MHA will develop an agenda for each meeting and issue to team two days prior to the meeting for involvement of appropriate parties.

H. EXCLUSIONS & ASSUMPTIONS

The conditions or considerations in developing the scope and fee for the project described above include:

1. It is assumed all field investigation, surveying, scanning, etc. will be complete by commencement of the Design Development Phase for use in the design process.
2. The BIM design process and use of Revit are assumed for design team coordination purposes. It is assumed SRQ is not expecting modeling beyond what is necessary for coordination and to produce construction documents.
3. The proposed engineering fee assumes the Project in its entirety will be designed and submitted in unison. Multiple or pre-purchase packages, i.e. early foundation/underground packages, breaking project up into sub-phases, etc. are not included.
4. Redesign efforts due to major SRQ/SMA changes in design, after 65% Design Development Phase, from previous submissions is excluded and will be considered an additional service.
5. Design layout narrative and conceptual recommendations will be made during Programming/Concept Design phase with minimal generation of drawings as necessary to convey the overall scheme.

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6. MHA will provide a design with sustainable considerations in mind and as available to the project. However, it is assumed any type of green certification is not a facility requirement and not a part of this project.
7. Adequate utilities including water supply are provided from the airport and municipal water system. Fire pump, water storage, and associated systems are excluded.
8. Assumed that all permit fees will be directly paid by SRQ/SMAA.
9. Attendance at Public hearings will be included, as needed (up to two meetings).
10. Design of Photo Voltaic Systems are excluded.
11. Wildlife species monitoring and / or mitigation are excluded.
12. If Phase 1 audits indicate contamination, studies beyond the Phase 1 Audit, including mitigation, are excluded but may be negotiated for an additional fee.
13. Development of Regional Impact (DRI) studies or legal services are excluded.
14. It is assumed that the SWFWMD filings will be submitted by June of 2024, prior to the enactment of new regulatory guidelines anticipated in July of 2024.
15. Survey in accordance with FAA AC 150/5300-16, 17 & 18, is excluded.
16. Travel Demand Modelling is excluded.
17. FAA Qualified Wildlife Biologist is excluded.

I. ADDITIONAL SERVICES & ALLOWANCES

Allowances have been assigned for the following additional services. These tasks can be performed based on prior written approval by the Client.

1. Geotechnical (on-site field work) for site design recommendations.
2. Geotechnical (on-site field work) for building design recommendations.
3. Survey (on-site field work).
4. Architectural/ MEP/FP Design and CA services for (1) one set of 2,000 SF office pods with two (2) unisex restrooms for each of the three new buildings and filing for a temporary certificate of occupancy.
5. Designs of mezzanines and vertical transportation (elevators, stairs).
6. Project Oversight or Owner's Rep Services.

The following additional services are to receive prior written approval by the Client and shall be provided on a negotiated lump sum fee basis.

1. Categorical Exclusion (CATEX) and/or Environmental Assessment (EA).
2. Phase II Environmental services, hazardous materials testing, and mitigation planning
3. Specific studies for certain species and applications (applicability not known at this time).

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J. SCHEDULE OF FEES

See attached spreadsheet breakdown for full schedule of fees, allowances and reimbursable expenses.

We are looking forward to engaging in this effort with you. If you have any questions or require additional information, please do not hesitate to contact us.

Very truly yours,

MARGULIES HOELZLI ARCHITECTURE, PLLC



Daniel M. Margulies, AIA, NCARB, LEED AP B+C
Principal

cc: Matthew P. Hoelzli

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SRQ INDUSTRIAL DEVELOPMENT LOT No 9 **9/27/2023**

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SRQ Lot 9 Grand Total Summary

Grand Total Fee Summary

	Consultant Fees
MHA	$ 291,975.00
EG Solutions	$ 150,150.50
Hanson Professional Services	$ 107,827.00
DTC	$ 78,268.00
George F Young Inc.	$ 60,080.00
HYATT Surveying (Lump Sum)	$ 25,500.00
Grand Total Fees:	**$ 713,800.50**

Estimated Reimbursable Expenses

Out of Town Travel	$ 2,500.00
Printing/Delivery	$ -
Filing Fee Excluded (By SRQ)	$ -
Grand Total Reimbursable Expenses:	**$ 2,500.00**

Misc. Allowances

1. Geotechnical Onsite Fieldwork (Site Work):	$ 20,000.00
2. Geotechnical Onsite Fieldwork (Buildings):	$ 28,500.00
4. Survey Premium for FAA Compliance (EXCLUDED):	$ -
5. Travel Demand Study (EXCLUDED):	$ -
6. Wildlife Qualified Biologist per FAA (EXCLUDED):	$ -
7. Tenant Office Pods (3)	$ 27,000.00
Grand Total Misc Allowances:	**$ 75,500.00**

Grand Total Consultant Fees:	$ 713,800.50
Grand Total Estimated Reimbursable Expenses:	$ 2,500.00
Grand Total Misc. Allowances:	$ 75,500.00
Grand Total For Lot 9:	**$ 791,800.50**

SRQ INDUSTRIAL DEVELOPMENT LOT No 9

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SRQ LOT 9 FEE SUMMARY

Task	Task Description	Fee	Total No of Hours	MHA Architect of Record Fee	MHA Hours	EG Solutions Stormwater Management Fee	EG Solutions Hours	Hanson Site / Civil Engineering Fee	Hanson Hours	DTC MEP/FP / Cost Estimate Fee	DTC Hours	GFY Structural Engineering Fee	GFY Hours	NOT USED FAA / Peer Review Fee	NOT USED Hours
Part I - Concept Design / Programming / Due Diligence Phase															
Task No 1 - Kick-Off Meeting & Regulatory Briefings															
1.1	Kick off Design Meeting, Goals & Action List, Minutes	$ 5,058.00	25	$ 2,420.00	14	$ 2,116.00	8	$ 522.00	3	$ -	0	$ -	0	$ -	0
1.2	Regulatory Agency Briefings with FDEP, SWFWMD, Manatee County, FFWCC, USFWS and FAA (Briefing in advance of Task No.14.2a)	$ 9,463.00	46	$ 3,710.00	21	$ 4,408.00	18	$ 1,345.00	7	$ -	0	$ -	0	$ -	0
	Sub-Total:	**$ 14,521.00**	**71**	**$ 6,130.00**	**35**	**$ 6,524.00**	**26**	**$ 1,867.00**	**10**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**
Task No 2 - Project Management Services during Conceptual Phase															
2.1	PM Duties, Coordination, Maintain Database, Action Item Lists & Records, BIM	**$ 11,880.00**	84	$ 11,880.00	84	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0
Task No 3 - Project Site Reconnaissance															
3	Preliminary Project Site Reconnaissance & Field Memo	**$ 10,993.00**	65	$ 3,730.00	25	$ 5,719.00	32	$ 1,544.00	8	$ -	0	$ -	0	$ -	0
Task No. 4 -Wetlands & Habitat															
4.1	Confirm wetland jurisdictional limits with SWFWMD/FDEP.	**$ 1,478.00**	7	$ 390.00	2	$ 1,088.00	5	$ -	0	$ -	0	$ -	0	$ -	0
4.2	Confirm characterization of the wetland, provide UMAM scores	**$ 1,229.00**	6	$ 195.00	1	$ 1,034.00	5	$ -	0	$ -	0	$ -	0	$ -	0
4.3	Identify potential rare, threatened, or endangered species or special concern	**$ 1,229.00**	6	$ 195.00	1	$ 1,034.00	5	$ -	0	$ -	0	$ -	0	$ -	0
	Sub-Total:	**$ 3,936.00**	**19**	**$ 780.00**	**4**	**$ 3,156.00**	**15**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**
Task No 5 - Field Survey															
5	Conduct existing site studies: topographic & lease parcel boundary survey, wetland boundary special purpose survey, utilities, right of way, roadway pavement limits and elevations, and drainage structures.	**$ 2,902.00**	18	$ 1,940.00	12	$ -	0	$ 962.00	6	$ -	0	$ -	0	$ -	0
Task No 6 - Geotechnical Investigations															
6	Coordinate requirements for subsurface soils & geotechnical investigations for site improvements and three new buildings.	**$ 3,646.00**	16	$ 780.00	4	$ 1,616.00	6	$ -	0	$ -	0	$ 1,250.00	6	$ -	0
Task No 7 - Project and Permitting Schedules													0		
7	Prepare a preliminary project & implementation schedule	**$ 2,917.00**	15	$ 1,080.00	7	$ 1,508.00	6	$ 329.00	2	$ -	0	$ -	0	$ -	0
Task No 8 - Conceptual Design Memorandum and Master Plan															
8	Prepare & Assemble Conceptual Design Report & Master Plan: Concept Drawings (Arch, Civil [preliminary drainage and water management concepts], Struct, MEP/FP Basis of Design), Narratives, Rendering, Preliminary OE/AAA.	**$ 120,527.00**	676	$ 36,460.00	252	$ 75,318.00	382	$ 2,433.00	13	$ 5,066.00	23	$ 1,250.00	6	$ -	0
Task No 9 - Opinion of Probable Cost of Construction															
9	Prepare preliminary opinion of probable cost of construction	**$ 8,391.00**	41	$ 1,210.00	7	$ 1,558.00	6	$ 679.00	4	$ 4,944.00	24	$ -	0	$ -	0
~~**Task No 10 - QA/QC**~~															
~~10~~	~~Perform internal quality control review on all design documents~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~
Task No 11 - Meeting with SRQ to Review Conceptual Design Memo and Master Plan															
11.1	Schedule & Attend coordination meeting with SRQ.	**$ 2,844.00**	12	$ 930.00	4	$ 1,116.00	4	$ 798.00	4	$ -	0	$ -	0	$ -	0
11.2	Prepare & Issue Minutes	**$ 1,370.00**	9	$ 1,370.00	9	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0
	Sub-Total:	**$ 4,214.00**	**21**	**$ 2,300.00**	**13**	**$ 1,116.00**	**4**	**$ 798.00**	**4**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**
Task No 12 - Revise Conceptual Design Memo and Master Plan															
12	Review & develop written responses to all comments received; Incorporate review comments and re-issue report for record purposes.	**$ 8,543.00**	48	$ 3,120.00	23	$ 2,294.00	10	$ 1,129.00	6	$ 865.00	4	$ 1,135.00	5	$ -	0
Part II - Permitting Phase															
Task No 13 - Project Management Services during Permitting Phase															
13	PM Duties, Coordination, Maintain Database, Action Item Lists & Permit Records,	**$ 10,820.00**	82	$ 10,820.00	82	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0
Task No 14 - Identification of Permitting / Jurisdictions / Traffic / Phase I Audit															
14.1	Identify jurisdictional agencies and required permits and/or approvals	**$ 15,964.00**	71	$ 1,320.00	6	$ 13,744.00	61	$ 900.00	4	$ -	0	$ -	0	$ -	0
14.2a	Submit FAA Section 163 Determination (if needed)	**$ 1,480.00**	8	$ 1,480.00	8	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0
14.2b	*FAA CATEX or NEPA EA (NOT INCLUDED)*	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0
14.3	Traffic Study	**$ 6,845.00**	31	$ 545.00	3	$ -	0	$ 6,300.00	28	$ -	0	$ -	0	$ -	0
14.4	Phase I Environmental Audit	**$ 4,082.50**	47.5	$ 545.00	3	$ 3,537.50	44.5	$ -	0	$ -	0	$ -	0	$ -	0
14.5	Environmental Specialist / Wildlife	**$ 2,113.00**	11	$ 545.00	3	$ 1,568.00	8	$ -	0	$ -	0	$ -	0	$ -	0
14.6	Other Permits	**$ 6,956.00**	25	$ 545.00	3	$ 1,568.00	8	$ 4,843.00	14	$ -	0	$ -	0	$ -	0
14.7	Prepare Memorandum of Findings	**$ 3,614.00**	19	$ 1,640.00	10	$ -	0	$ 1,974.00	9	$ -	0	$ -	0	$ -	0
	Sub-Total:	**$ 41,054.50**	**212.5**	**$ 6,620.00**	**36**	**$ 20,417.50**	**121.5**	**$ 14,017.00**	**55**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**
Task No 15 - Meetings and Teleconferences w/ Agencies										$ -			0		
15	Conduct Meetings & Teleconferences w/ regulatory agencies and issue minutes	**$ 11,156.00**	68	$ 5,260.00	38	$ 1,960.00	10	$ 3,936.00	20	$ -	0	$ -	0	$ -	0
Task No 16- Meetings and Teleconferences with SRQ															
16	Conduct meetings and teleconferences with SRQ & Issue Minutes	**$ 4,242.00**	23	$ 1,530.00	11	$ 1,116.00	4	$ 1,596.00	8	$ -	0	$ -	0	$ -	0
Task No 17 - Filling Documentation															
17	Assemble filling docs for SRQ review and approval prior to filling	**$ 3,653.00**	28	$ 2,760.00	24	$ -	0	$ 399.00	2	$ 494.00	2	$ -	0	$ -	0
Task No 18 - Agency Submittals															
18	Issue Filing Documentation & Preparation of Memorandum	**$ 2,402.00**	14	$ 980.00	7	$ -	0	$ 1,422.00	7	$ -	0	$ -	0	$ -	0
~~**Task No 19 - Hearings**~~															
~~19~~	~~Attendence at Hearings (if Needed)~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~
Task No 20 - Agency Reviews															
20	Respond to Agency Comments/Reviews & Issue Memornadum.	**$ 29,513.00**	157	$ 4,460.00	26	$ 22,218.00	117	$ 2,341.00	12	$ 494.00	2	$ -	0	$ -	0
Task 21 - Agency Re-submittals															
21	Re-submit plans, narratives, calcuations to regulatory agencies	**$ 8,265.00**	49	$ 4,750.00	33	$ 1,426.00	6	$ 1,595.00	8	$ 494.00	2	$ -	0	$ -	0
Task No 22 - FAA Submittals															
22	OE/AAA Airspace Request (If Needed)	**$ 1,445.00**	8	$ 1,445.00	8	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0
Phase IIIa- Design Development (65%)															
Task No 23 - Project Management Services during Design Development Phase															
23	PM Duties, Coordination, Maintain Database, Action Item Lists, Scheduling	**$ 10,580.00**	80	$ 10,580.00	80	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0
Task No 24 - Design Development															
24	Prepare Design Development (65%) Drawings	**$ 109,069.00**	679	$ 52,820.00	360	$ -	0	$ 27,933.00	171	$ 17,136.00	80	$ 11,180.00	68	$ -	0
Task No 25 - Design Calculations															
25	Assemble design calculation packages	**$ 16,036.00**	91	$ 2,790.00	18	$ -	0	$ 3,120.00	19	$ 6,096.00	28	$ 4,030.00	26	$ -	0
Task No 26 - Preliminary Specifications															
26.1	Prelim front-end specs by reviewing SRQ provided Div 0 and Div 1 docs.	**$ 1,370.00**	9	$ 1,370.00	9	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0
26.2	Develop preliminary technical specifications for each trade	**$ 23,102.00**	141	$ 9,500.00	66	$ 1,426.00	6	$ 4,130.00	25	$ 6,016.00	34	$ 2,030.00	10	$ -	0
	Sub-Total:	**$ 24,472.00**	**150**	**$ 10,870.00**	**75**	**$ 1,426.00**	**6**	**$ 4,130.00**	**25**	**$ 6,016.00**	**34**	**$ 2,030.00**	**10**	**$ -**	**0**
~~**Task No 27 - QA/QC**~~															
~~27~~	~~Perform internal quality control review on all design documents~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~
~~**Task No 28 - Schedule Coordination**~~															
~~28~~	~~Updated schedule~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~
~~**Task No 29 - Prepare Quantity Takeoffs**~~															
~~29~~	~~Prepare preliminary quantity takeoffs of bid items~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~
Task No 30 - Opinion of Probable Cost of Construction															
30	Prepare updated opinion of probable construction costs for each major element.	**$ 9,683.00**	49	$ 1,740.00	9	$ -	0	$ 2,999.00	16	$ 4,944.00	24	$ -	0	$ -	0
Task No 31- Meeting with SRQ															
31	Schedule & attend one (1) design review meeting with SRQ, and other stakeholders	**$ 3,784.00**	19	$ 1,170.00	7	$ 1,116.00	4	$ 1,108.00	6	$ -	0	$ 390.00	2	$ -	0
Task No 32 - Responses to Comments															
32	Review and develop written responses to all comments received.	**$ 5,745.00**	31	$ 1,560.00	9	$ 1,662.00	8	$ 904.00	5	$ 494.00	2	$ 1,125.00	7	$ -	0
Part IIIb - Construction Documents Phase (100%)															
Task No 33 - Project Management Services during Construction Document Phase															
33	PM Duties, Coordination, Maintain Database, Action Item Lists, Scheduling,	**$ 11,360.00**	84	$ 11,360.00	84	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0
Task No 34 - Contract Documents															
34	Prepare 100% Contract Drawings	**$ 113,372.00**	698	$ 50,960.00	344	$ -	0	$ 20,664.00	130	$ 18,288.00	84	$ 23,460.00	140	$ -	0
Task No 35 - Specifications															
35.1	Review, Coordinate, and finalize front end specifications for bid package.	**$ 1,100.00**	8	$ 1,100.00	8	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0
35.2	Finalize technical specifications manual for bid package.	**$ 20,179.00**	126	$ 7,120.00	54	$ -	0	$ 3,686.00	21	$ 4,533.00	27	$ 4,840.00	24	$ -	0
	Sub-Total:	**$ 21,279.00**	**134**	**$ 8,220.00**	**62**	**$ -**	**0**	**$ 3,686.00**	**21**	**$ 4,533.00**	**27**	**$ 4,840.00**	**24**	**$ -**	**0**
~~**Task No 36 - QA/QC**~~															
~~36~~	~~Perform internal quality control review on all design documents~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~
~~**Task No 37 - Final Quantity Takeoffs**~~															
~~37~~	~~Develop detailed quantity takeoffs of all bid items to refine opinion of cost~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~
Task 38 - Final Opinion of Probable Cost															
38	Finalize opinion of probable cost construction for each major element of the Project.	**$ 7,363.00**	37	$ 1,740.00	9	$ -	0	$ 679.00	4	$ 4,944.00	24	$ -	0	$ -	0
Task No 39 - Pre-Application Forms For AHJ Submissions															
39	Pre-application forms and requirements will be developed in preparation for permitting	**$ 3,510.00**	23	$ 2,590.00	18	$ -	0	$ 920.00	5	$ -	0	$ -	0	$ -	0
Task No 40 - Meeting with SRQ															
40	stakeholders.	**$ 2,688.00**	16	$ 1,640.00	10	$ -	0	$ 658.00	4	$ -	0	$ 390.00	2	$ -	0
Task No 41 - Responses to SRQ Comments															
41	Review and develop written responses to all comments received.	**$ 6,023.00**	39	$ 2,600.00	19	$ -	0	$ 679.00	4	$ 494.00	2	$ 2,250.00	14	$ -	0
Task No 42 - Submission to AHJ															
42	Submit Permit forms & drawings to AHJ	**$ 2,643.00**	18	$ 1,790.00	13	$ -	0	$ 853.00	5	$ -	0	$ -	0	$ -	0
Task No 43 - Respond and Resubmit to AHJ Review Comments															
43	Review and develop written responses to all comments received and resubmit to AHJ.	**$ 6,769.00**	40	$ 3,310.00	20	$ -	0	$ 679.00	4	$ -	0	$ 2,780.00	16	$ -	0
Past IV - Bid Phase and Construction Admin Phase															
Part IVa - Bid Phase															
Task No 44 - Pre-Bid Conference															
44	Attendance at Pre-Bid Meeting	**$ 2,218.00**	12	$ 1,560.00	8	$ -	0	$ 658.00	4	$ -	0	$ -	0	$ -	0
Task No 45 - Response to Bidders															
45	Respond to Bidders Questions / RFI's during ther Bidding and Award Phase	**$ 11,632.00**	79	$ 6,920.00	52	$ -	0	$ 1,226.00	7	$ 1,236.00	6	$ 2,250.00	14	$ -	0
Task No 46 - Issue Addenda															
46	Issue Addenda to the Bid Docs Based on SRQ's review/approval	**$ 10,966.00**	71	$ 6,760.00	50	$ -	0	$ 1,226.00	7	$ 1,730.00	8	$ 1,250.00	6	$ -	0
Task No 47 - Perform Bid Reviews															
47	Perform Bid Reviews and make recommendation for award	**$ 4,088.00**	22	$ 2,960.00	16	$ -	0	$ 658.00	4	$ -	0	$ 470.00	2	$ -	0
~~**Part IVb - Construction Admin Phase (EXCLUDED)**~~															
~~**Subtask a)**~~															
~~**Task No 48 - Submittal Reviews**~~															
~~48~~	~~Review Shop Drawings during the construction phase~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~
~~**Task No 49 - RFI Responses**~~															

SRQ INDUSTRIAL DEVELOPMENT LOT No 9

9/27/2023

Margulies Hoelzli Architecture

SRQ LOT 9 FEE SUMMARY

Task	Task Description	Fee	Total No of Hours	MHA Architect of Record Fee	MHA Hours	EG Solutions Stormwater Management Fee	EG Solutions Hours	Hanson Site / Civil Engineering Fee	Hanson Hours	DTC Mitigation / Cost Estimate Fee	DTC Hours	GFY Structural Engineering Fee	GFY Hours	~~NOT USED FAA Peer Review~~ Fee	~~NOT USED~~ Hours
~~48~~	~~Respond to contractor RFI's during the construction phase~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~
~~**Task No 50 - Periodic Observations (On-Site)**~~															
~~50~~	~~Periodic Observations during the construction period.~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~
~~**Task No 51 - Attendance at Monthly Job Meetings (On-Site)**~~															
~~51~~	~~Attend Job Meetings at site during construction period~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~
~~**Task No 52 - Punchlist**~~															
~~52~~	~~Prelim punch list at 90% completion of the construction works.~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~
~~**Task No 53 - As-Builts**~~															
~~53~~	~~Preparation of As-builts during the construction period~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~
~~**Task No 54 - Permit Closeouts**~~															
~~54~~	~~Assemble & Submit Permitting Closeout documents~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~
	~~**Subtask b)**~~														
~~**Task No 55 - Main Point of Contact / Database**~~															
~~55~~	~~MHA as Main Point of Contact maintaining communication & database.~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~
~~**Task No 56 - Action Item List & Monitor Construction Progress**~~															
~~56~~	~~Develop and maintain Action Item List during the course of the construction period.~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~
~~**Task No 57 - Project & Cost Summary Schedules**~~															
~~57~~	~~Review and track the Contractor's Master Project Schedule & Master Cost Summary~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~
~~**Task No 58 - Attendance at Weekly Job Meetings (On-Site)**~~															
~~58~~	~~Attend Contractor's Job Meetings at site on a weekly basis.~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~
~~**Task No 59 - Monthly Progress Reports**~~															
~~59~~	~~Preparation of monthly progress reports (12)~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~
~~**Task No 60 - Change Order Reviews**~~															
~~60~~	~~Review change order requests and make recommendations to SRQ for final action~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~
~~**Task No 61 - Close-out Documents**~~															
~~61~~	~~Assemble & Submit Closeout documents~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~	~~$ -~~	~~0~~
	Grand Totals	**$ 688,300.50**	**4,088**	$ 291,975	1,994	$ 150,150.50	763.5	$ 107,827	606	$ 78,268	376	$ 60,080	348	$ -	0

Dark Gray Box Strikethrough = Not Used

SRQ INDUSTRIAL DEVELOPMENT LOT No 9

9/27/2023

Margulies Hoelzli Architecture

Margulies Hoelzli Architecture, PLLC

Architect of Record / Architectural Design / Coordination / Project Management

Task	Task Description	Fee	Total No of Hours	Principal	Project Executive/ Senior Associate	Project Manager	Senior Production Director / Project Architect	Production Director / Project Architectual Designer	Architectural Designer / Draftsperson	Architectural Production / Draftsperson	Administrator
				$270	$235	$195	$170	$145	$125	$105	$80
Part I - Concept Design / Programming / Due Diligence Phase											
Task No 1 - Kick-Off Meeting & Regulatory Briefings											
1.1	Kick off Design Meeting, Goals & Action List, Minutes	$ 2,420	14	2	0	8	0	0	0	0	4
1.2	Regulatory Agency Briefings with FDEP, SWFWMD, Manatee County, FFWCC, USFWS and FAA (Briefing in advance of Task No.14.2a)	$ 3,710	21	1	0	16	0	0	0	0	4
	Sub-Total:	**$ 6,130**	**35**	**3**	**0**	**24**	**0**	**0**	**0**	**0**	**8**
Task No 2 - Project Management Services during Conceptual Phase											
2.1	PM Duties, Coordination, Maintain Database, Action Item Lists & Records, BIM	**$ 11,880**	84	4	0	24	0	16	0	24	16
Task No 3 - Project Site Reconnaissance											
3	Preliminary Project Site Reconnaissance & Field Memo	**$ 3,730**	**25**	1	0	8	0	8	0	4	4
Task No. 4 -Wetlands & Habitat											
4.1	Confirm wetland jurisdictional limits with SWFWMD/FDEP.	$ 390	2	0	0	2	0	0	0	0	0
4.2	Confirm characterization of the wetland, provide UMAM scores	$ 195	1	0	0	1	0	0	0	0	0
4.3	Identify potential rare, threatened, or endangered species or special concern	$ 195	1	0	0	1	0	0	0	0	0
	Sub-Total:	**$ 780**	**4**	**0**	**0**	**4**	**0**	**0**	**0**	**0**	**0**
Task No 5 - Field Survey											
5	Conduct existing site studies: topographic & lease parcel boundary survey, wetland boundary special purpose survey, utilities, right of way, roadway pavement limits and elevations, and drainage structures.	**$ 1,940**	12	0	0	4	0	8	0	0	0
Task No 6 - Geotechnical Investigations											
6	Coordinate requirements for subsurface soils & geotechnical investigations for site improvements and three new buildings.	**$ 780**	4	0	0	4	0	0	0	0	0
Task No 7 - Project and Permitting Schedules											
7	Prepare a preliminary project & implementation schedule	**$ 1,080**	7	1	0	2	0	0	0	4	0
Task No 8 - Conceptual Design Memorandum and Master Plan											
8	Prepare & Assemble Conceptual Design Report & Master Plan: Concept Drawings (Arch, Civil [preliminary drainage and water management concepts], Struct, MEP/FP Basis of Design), Narratives, Rendering, Preliminary OE/AAA.	**$ 36,460**	252	8	4	48	40	40	32	40	40
Task No 9 - Opinion of Probable Cost of Construction											
9	Prepare preliminary opinion of probable cost of construction	**$ 1,210**	7	1	0	4	0	0	0	0	2
~~**Task No 10 - QA/QC**~~											
~~10~~	~~Perform internal quality control review on all design documents~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
Task No 11 - Meeting with SRQ to Review Conceptual Design Memo and Master Plan											
11.1	Schedule & Attend coordination meeting with SRQ.	**$ 930**	4	2	0	2	0	0	0	0	0
11.2	Prepare & Issue Minutes	**$ 1,370**	9	1	0	4	0	0	0	0	4
	Sub-Total:	**$ 2,300**	**13**	**3**	**0**	**6**	**0**	**0**	**0**	**0**	**4**
Task No 12 - Revise Conceptual Design Memo and Master Plan											
12	Review & develop written responses to all comments received; Incorporate review comments and re-issue report for record purposes.	**$ 3,120**	23	1	0	4	4	2	2	2	8
Part II - Permitting Phase											
Task No 13 - Project Management Services during Permitting Phase											
13	PM Duties, Coordination, Maintain Database, Action Item Lists & Permit Records, BIM	**$ 10,820**	82	2	0	24	0	8	0	24	24
Task No 14 - Identification of Permitting / Jurisdictions / Traffic / Phase I Audit											
14.1	Identify jurisdictional agencies and required permits and/or approvals	**$ 1,320**	6	2	0	4	0	0	0	0	0
14.2a	Submit FAA Section 163 Determination (if needed)	**$ 1,480**	8	2	0	4	0	0	0	0	2
14.2b	*FAA CATEX or NEPA EA (NOT INCLUDED)*	**$ -**	0	0	0	0	0	0	0	0	0
14.3	Traffic Study	**$ 545**	3	1	0	1	0	0	0	0	1
14.4	Phase I Environmental Audit	**$ 545**	3	1	0	1	0	0	0	0	1
14.5	Environmental Specialist / Wildlife	**$ 545**	3	1	0	1	0	0	0	0	1
14.6	Other Permits	**$ 545**	3	1	0	1	0	0	0	0	1
14.7	Prepare Memorandum of Findings	**$ 1,640**	10	2	0	4	0	0	0	0	4
	Sub-Total:	**$ 6,620**	**36**	**10**	**0**	**16**	**0**	**0**	**0**	**0**	**10**
Task No 15 - Meetings and Teleconferences w/ Agencies											
15	Conduct Meetings & Teleconferences w/ regulatory agencies and issue minutes	**$ 5,260**	38	2	0	16	0	0	0	0	20
Task No 16- Meetings and Teleconferences with SRQ											
16	Conduct meetings and teleconferences with SRQ & Issue Minutes	**$ 1,530**	11	1	0	4	0	0	0	0	6
Task No 17 - Filling Documentation											
17	Assemble filling docs for SRQ review and approval prior to filling	**$ 2,760**	24	0	0	4	0	0	4	8	8
Task No 18 - Agency Submittals											
18	Issue Filing Documentation & Preparation of Memorandum	**$ 980**	7	1	0	2	0	0	0	0	4
~~**Task No 19 - Hearings** (EXCLUDED)~~											
~~19~~	~~Attendance at Hearings (if Needed)~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
Task No 20 - Agency Reviews											
20	Respond to Agency Comments/Reviews & Issue Memornadum.	**$ 4,460**	26	2	0	12	4	4	0	0	4
Task 21 - Agency Re-submittals											
21	Re-submit plans, narratives, calcuations to regulatory agencies	**$ 4,750**	33	1	0	8	4	4	4	8	4
Task No 22 - FAA Submittals											
22	OE/AAA Airspace Request (If Needed)	**$ 1,445**	8	1	1	4	0	0	0	0	2
Phase IIIa- Design Development (65%)											
Task No 23 - Project Management Services during Design Development Phase											
23	PM Duties, Coordination, Maintain Database, Action Item Lists, Scheduling Constructability & BIM	**$ 10,580**	80	4	0	20	0	8	0	24	24
Task No 24 - Design Development											
24	Prepare Design Development (65%) Drawings	**$ 52,820**	360	4	4	56	64	80	72	80	0
Task No 25 - Design Calculations											
25	Assemble design calculation packages	**$ 2,790**	18	2	0	6	2	0	0	4	4
Task No 26 - Preliminary Specifications											
26.1	Prelim front-end specs by reviewing SRQ provided Div 0 and Div 1 docs.	**$ 1,370**	9	1	0	4	0	0	0	0	4
26.2	Develop preliminary technical specifications for each trade	**$ 9,500**	66	2	0	24	8	4	0	4	24
	Sub-Total:	**$ 10,870**	**75**	**3**	**0**	**28**	**8**	**4**	**0**	**4**	**28**
~~**Task No 27 - QA/QC**~~											
~~27~~	~~Perform internal quality control review on all design documents~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
~~**Task No 28 - Schedule Coordination**~~											
~~28~~	~~Updated schedule~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
~~**Task No 29 - Prepare Quantity Takeoffs**~~											
~~29~~	~~Prepare preliminary quantity takeoffs of bid items~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
Task No 30 - Opinion of Probable Cost of Construction											
30	Prepare updated opinion of probable construction costs for each major element.	**$ 1,740**	9	2	0	4	2	0	0	0	1
Task No 31- Meeting with SRQ											
31	Schedule & attend one (1) design review meeting with SRQ, and other stakeholders	**$ 1,170**	7	2	0	2	0	0	0	0	3
Task No 32 - Responses to Comments											
32	Review and develop written responses to all comments received.	**$ 1,560**	9	2	0	4	0	0	0	0	3
Part IIIb - Construction Documents Phase (100%)											
Task No 33 - Project Management Services during Construction Document Phase											

SRQ INDUSTRIAL DEVELOPMENT LOT No 9

9/27/2023

Margulies Hoelzli Architecture

Margulies Hoelzli Architecture, PLLC

Architect of Record / Architectural Design / Coordination / Project Management

Task	Task Description	Fee	Total No of Hours	Principal	Project Executive/ Senior Associate	Project Manager	Senior Production Director / Project Architect	Production Director / Project Architectual Designer	Architectural Designer / Draftsperson	Architectural Production / Draftsperson	Administrator
				$270	$235	$195	$170	$145	$125	$105	$80
33	PM Duties, Coordination, Maintain Database, Action Item Lists, Scheduling, Constructability & BIM	$ 11,360	84	4	0	24	0	8	0	24	24
Task No 34 - Contract Documents											
34	Prepare 100% Contract Drawings	$ 50,960	344	8	8	48	64	64	72	80	0
Task No 35 - Specifications											
35.1	Review, Coordinate, and finalize front end specifications for bid package.	$ 1,100	8	0	0	4	0	0	0	0	4
35.2	Finalize technical specifications manual for bid package.	$ 7,120	54	0	0	20	2	2	2	4	24
	Sub-Total:	$ 8,220	62	0	0	24	2	2	2	4	28
~~**Task No 36 - QA/QC**~~											
~~36~~	~~Perform internal quality control review on all design documents~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
~~**Task No 37 - Final Quantity Takeoffs**~~											
~~37~~	~~Develop detailed quantity takeoffs of all bid items to refine opinion of cost~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
Task No 38 - Final Opinion of Probable Cost											
38	Finalize opinion of probable cost construction for each major element of the Project.	$ 1,740	9	2	0	4	2	0	0	0	1
Task No 39 - Pre-Application Forms For AHJ Submissions											
39	Pre-application forms and requirements will be developed in preparation for permitting	$ 2,590	18	0	0	6	4	0	0	4	4
Task No 40 - Meeting with SRQ											
40	Schedule and attend one (1) design review meeting with SRQ, and other stakeholders.	$ 1,640	10	2	0	4	0	0	0	0	4
Task No 41 - Responses to SRQ Comments											
41	Review and develop written responses to all comments received.	$ 2,600	19	1	0	6	0	0	0	8	4
Task No 42 - Submission to AHJ											
42	Submit Permit forms & drawings to AHJ	$ 1,790	13	1	0	4	0	0	0	4	4
Task No 43 - Respond and Resubmit to AHJ Review Comments											
43	Review and develop written responses to all comments received and resubmit to AHJ.	$ 3,310	20	2	0	8	2	0	4	2	2
Past IV - Bid Phase and Construction Admin Phase											
Part IVa - Bid Phase											
Task No 44 - Pre-Bid Conference											
44	Attendance at Pre-Bid Meeting	$ 1,560	8	0	0	8	0	0	0	0	0
Task No 45 - Response to Bidders											
45	Respond to Bidders Questions / RFI's during ther Bidding and Award Phase	$ 6,920	52	0	0	12	4	4	8	16	8
Task No 46 - Issue Addenda											
46	Issue Addenda to the Bid Docs Based on SRQ's review/approval	$ 6,760	50	0	0	12	4	4	8	16	6
Task No 47 - Perform Bid Reviews											
47	Perform Bid Reviews and make recommendation for award	$ 2,960	16	4	0	8	0	0	0	0	4
~~**Part IVb - Construction Admin Phase (EXCLUDED)**~~											
	~~**Subtask a)**~~										
~~**Task No 48 - Submittal Reviews**~~											
~~48~~	~~Review Shop Drawings during the construction phase~~	~~$ -~~	~~0~~								
~~**Task No 49 - RFI Responses**~~											
~~49~~	~~Respond to contractor RFI's during the construction phase~~	~~$ -~~	~~0~~								
~~**Task No 50 - Periodic Observations (On-Site)**~~											
~~50~~	~~Periodic Observations during the construction period.~~	~~$ -~~	~~0~~								
~~**Task No 51 - Attendance at Monthly Job Meetings (On-Site)**~~											
~~51~~	~~Attend Job Meetings at site during construction period~~	~~$ -~~	~~0~~								
~~**Task No 52 - Punchlist**~~											
~~52~~	~~Prelim punch list at 90% completion of the construction works~~	~~$ -~~	~~0~~								
~~**Task No 53 - As-Builts**~~											
~~53~~	~~Preparation of As-builts during the construction period~~	~~$ -~~	~~0~~								
~~**Task No 54 - Permit Closeouts**~~											
~~54~~	~~Assemble & Submit Permitting Closeout documents~~	~~$ -~~	~~0~~								
	~~**Subtask b)**~~										
~~**Task No 55 - Main Point of Contact / Database**~~											
~~55~~	~~MHA as Main Point of Contact maintaining communication & database~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
~~**Task No 56 - Action Item List & Monitor Construction Progress**~~											
~~56~~	~~Develop and maintain Action Item List during the course of the construction period.~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
~~**Task No 57 - Project & Cost Summary Schedules**~~											
~~57~~	~~Review and track the Contractor's Master Project Schedule & Master Cost Summary~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
~~**Task No 58 - Attendance at Weekly Job Meetings (On-Site)**~~											
~~58~~	~~Attend Contractor's Job Meetings at site on a weekly basis.~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
~~**Task No 59 - Monthly Progress Reports**~~											
~~59~~	~~Preparation of monthly progress reports (12)~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
~~**Task No 60 - Change Order Reviews**~~											
~~60~~	~~Review change order requests and make recommendations to SRQ for final action~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
~~**Task No 61 - Close-out Documents**~~											
~~61~~	~~Assemble & Submit Closeout documents~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	Grand Totals	$ 291,975	2,015	85	17	510	210	264	208	384	316

Dark Gray Box Strikethrough = Not Used

SRQ INDUSTRIAL DEVELOPMENT LOT No 9

9/27/2023

Margulies Hoelzli *Architecture*

EG Solutions

Stormwater Manager / Regulatory Approvals

Task	Task Description	Fee	Total No of Hours	Senior Consultant / Permitting	Semior Engineer	Project Manager / Chief Designer	Senior Scientist (Steinbaum)	Field Assitant (Steinbaum)	Clerical / Technician (Steinbaum)	Geologist (Enviro Audit)	Project Manager (Enviro Audit)
				$279	$184	$250	$196	$127	$77	$95	$75
Part I - Concept Design / Programming / Due Diligence Phase											
Task No 1 - Kick-Off Meeting & Regulatory Briefings											
1.1	Kick off Design Meeting, Goals & Action List, Minutes	$ 2,116.00	8	4		4	0	0	0	0	0
1.2	Regulatory Agency Briefings with FDEP, SWFWMD, Manatee County, FFWCC, USFWS and FAA (Briefing in advance of Task No.14.2a)	$ 4,408.00	18	8		4	6	0	0	0	0
	Sub-Total:	**$ 6,524.00**	**26**	**12**	**0**	**8**	**6**	**0**	**0**	**0**	**0**
Task No 2 - Project Management Services during Conceptual Phase											
2.1	PM Duties, Coordination, Maintain Database, Action Item Lists & Records, BIM	$ -	0	0	0	0	0	0	0	0	0
Task No 3 - Project Site Reconnaissance											
3	Preliminary Project Site Reconnaissance & Field Memo	**$ 5,719.00**	32	0	4	4	15	7	2	0	0
Task No. 4 -Wetlands & Habitat											
4.1	Confirm wetland jurisdictional limits with SWFWMD/FDEP.	$ 1,088.00	5	0	0	2	3	0	0	0	0
4.2	Confirm characterization of the wetland, provide UMAM scores	$ 1,034.00	5	0	0	1	4	0	0	0	0
4.3	Identify potential rare, threatened, or endangered species or special concern	$ 1,034.00	5	0	0	1	4	0	0	0	0
	Sub-Total:	**$ 3,156.00**	**15**	**0**	**0**	**4**	**11**	**0**	**0**	**0**	**0**
Task No 5 - Field Survey											
5	Conduct existing site studies: topographic & lease parcel boundary survey, wetland boundary special purpose survey, utilities, right of way, roadway pavement limits and elevations, and drainage structures.	$ -	0	0	0	0	0	0	0	0	0
Task No 6 - Geotechnical Investigations											
6	Coordinate requirements for subsurface soils & geotechnical investigations for site improvements and three new buildings.	**$ 1,616.00**	6	4	0	2	0	0	0	0	0
Task No 7 - Project and Permitting Schedules											
7	Prepare a preliminary project & implementation schedule	**$ 1,508.00**	6	4	0	0	2	0	0	0	0
Task No 8 - Conceptual Design Memorandum and Master Plan											
8	Prepare & Assemble Conceptual Design Report & Master Plan: Concept Drawings (Arch, Civil [preliminary drainage and water management concepts], Struct, MEP/FP Basis of Design), Narratives, Rendering, Preliminary OE/AAA.	**$ 75,318.00**	382	40	288	24	24	0	6	0	0
Task No 9 - Opinion of Probable Cost of Construction											
9	Prepare preliminary opinion of probable cost of construction	**$ 1,558.00**	6	2	0	4	0	0	0	0	0
~~**Task No 10 - QA/QC**~~											
~~10~~	~~Perform internal quality control review on all design documents~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
Task No 11 - Meeting with SRQ to Review Conceptual Design Memo and Master Plan											
11.1	Schedule & Attend coordination meeting with SRQ.	**$ 1,116.00**	4	4	0	0	0	0	0	0	0
11.2	Prepare & Issue Minutes	$ -	0	0	0	0	0	0	0	0	0
	Sub-Total:	**$ 1,116.00**	**4**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Task No 12 - Revise Conceptual Design Memo and Master Plan											
12	Review & develop written responses to all comments received; Incorporate review comments and re-issue report for record purposes.	**$ 2,294.00**	10	2	4	4	0	0	0	0	0
Part II - Permitting Phase											
Task No 13 - Project Management Services during Permitting Phase											
13	PM Duties, Coordination, Maintain Database, Action Item Lists & Permit Records, BIM	$ -	0	0	0	0	0	0	0	0	0
Task No 14 - Identification of Permitting / Jurisdictions / Traffic / Phase I Audit											
14.1	Identify jurisdictional agencies and required permits and/or approvals	**$ 13,744.00**	61	12	24	20	5	0	0	0	0
14.2a	Submit FAA Section 163 Determination (if needed)	$ -	0	0	0	0	0	0	0	0	0
14.2b	*FAA CATEX or NEPA EA (NOT INCLUDED)*	$ -	0	0	0	0	0	0	0	0	0
14.3	Traffic Study	$ -	0	0	0	0	0	0	0	0	0
14.4	Phase I Environmental Audit	**$ 3,537.50**	44.5	0	0	0	0	0	0	10	34.5
14.5	Environmental Specialist / Wildlife	**$ 1,568.00**	8	0	0	0	8	0	0	0	0
14.6	Other Permits	**$ 1,568.00**	8	0	0	0	8	0	0	0	0
14.7	Prepare Memorandum of Findings	$ -	0	0	0	0	0	0	0	0	0
	Sub-Total:	**$ 20,417.50**	**121.5**	**12**	**24**	**20**	**21**	**0**	**0**	**10**	34.5
Task No 15 - Meetings and Teleconferences w/ Agencies											
15	Conduct Meetings & Teleconferences w/ regulatory agencies and issue minutes	**$ 1,960.00**	10	0	0	0	10	0	0	0	0
Task No 16- Meetings and Teleconferences with SRQ											
16	Conduct meetings and teleconferences with SRQ & Issue Minutes	**$ 1,116.00**	4	4	0	0	0	0	0	0	0
Task No 17 - Filling Documentation											
17	Assemble filling docs for SRQ review and approval prior to filling	$ -	0	0	0	0	0	0	0	0	0
Task No 18 - Agency Submittals											
18	Issue Filing Documentation & Preparation of Memorandum	$ -	0	0	0	0	0	0	0	0	0
~~**Task No 19 - Hearings**~~											
~~19~~	~~Attendance at Hearings (if Needed)~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
Task No 20 - Agency Reviews											
20	Respond to Agency Comments/Reviews & Issue Memornadum.	**$ 22,218.00**	117	12	20	12	51	10	12	0	0
Task No 21 - Agency Re-submittals											
21	Re-submit plans, narratives, calcuations to regulatory agencies	**$ 1,426.00**	6	2	2	2	0	0	0	0	0
Task No 22 - FAA Submittals											
22	OE/AAA Airspace Request (If Needed)	$ -	0	0	0	0	0	0	0	0	0
Phase IIIa- Design Development (65%)											
Task No 23 - Project Management Services during Design Development Phase											
23	PM Duties, Coordination, Maintain Database, Action Item Lists, Scheduling	$ -	0	0	0	0	0	0	0	0	0
Task No 24 - Design Development											
24	Prepare Design Development (65%) Drawings	$ -	0	0	0	0	0	0	0	0	0
Task No 25 - Design Calculations											
25	Assemble design calculation packages	$ -	0	0	0	0	0	0	0	0	0
Task No 26 - Preliminary Specifications											
26.1	Prelim front-end specs by reviewing SRQ provided Div 0 and Div 1 docs.	$ -	0	0	0	0	0	0	0	0	0
26.2	Develop preliminary technical specifications for each trade	$ 1,426.00	6	2	2	2	0	0	0	0	0
	Sub-Total:	**$ 1,426.00**	**6**	**2**	**2**	**2**	**0**	**0**	**0**	**0**	**0**
~~**Task No 27 - QA/QC**~~											
~~27~~	~~Perform internal quality control review on all design documents~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
~~**Task No 28 - Schedule Coordination**~~											
~~28~~	~~Updated schedule~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
~~**Task No 29 - Prepare Quantity Takeoffs**~~											
~~29~~	~~Prepare preliminary quantity takeoffs of bid items~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
Task No 30 - Opinion of Probable Cost of Construction											
30	Prepare updated opinion of probable construction costs for each major element.	$ -	0	0	0	0	0	0	0	0	0
Task No 31- Meeting with SRQ											
31	Schedule & attend one (1) design review meeting with SRQ, and other stakeholders	**$ 1,116.00**	4	4	0	0	0	0	0	0	0
Task No 32 - Responses to Comments											
32	Review and develop written responses to all comments received.	**$ 1,662.00**	8	2	6	0	0	0	0	0	0
Part IIIb - Construction Documents Phase (100%)											
Task No 33 - Project Management Services during Construction Document Phase											
33	PM Duties, Coordination, Maintain Database, Action Item Lists, Scheduling,	$ -	0	0	0	0	0	0	0	0	0
Task No 34 - Contract Documents											
34	Prepare 100% Contract Drawings	$ -	0	0	0	0	0	0	0	0	0
Task No 35 - Specifications											
35.1	Review, Coordinate, and finalize front end specifications for bid package.	$ -	0	0	0	0	0	0	0	0	0
35.2	Finalize technical specifications manual for bid package.	$ -	0	0	0	0	0	0	0	0	0

SRQ INDUSTRIAL DEVELOPMENT LOT No 9

9/27/2023

Margulies Hoelzli *Architecture*

EG Solutions

Stormwater Manager / Regulatory Approvals

Task	Task Description	Fee	Total No of Hours	Senior Consultant / Permitting	Senior Engineer	Project Manager / Chief Designer	Senior Scientist (Steinbaum)	Field Assitant (Steinbaum)	Clerical / Technician (Steinbaum)	Geologist (Enviro Audit)	Project Manager (Enviro Audit)
				$279	$184	$250	$196	$127	$77	$95	$75
	Sub-Total:	$ -	0	0	0	0	0	0	0	0	0
~~**Task No 36 - QA/QC**~~											
~~36~~	~~Perform internal quality control review on all design documents~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
~~**Task No 37 - Final Quantity Takeoffs**~~											
~~37~~	~~Develop detailed quantity takeoffs of all bid items to refine opinion of cost.~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
Task No 38 - Final Opinion of Probable Cost											
38	Finalize opinion of probable cost construction for each major element of the Project.	$ -	0	0	0	0	0	0	0	0	0
Task No 39 - Pre-Application Forms For AHJ Submissions											
39	Pre-application forms and requirements will be developed in preparation for permitting	$ -	0	0	0	0	0	0	0	0	0
Task No 40 - Meeting with SRQ											
40	Schedule and attend one (1) design review meeting with SRQ, and other stakeholders.	$ -	0	0	0	0	0	0	0	0	0
Task No 41 - Responses to SRQ Comments											
41	Review and develop written responses to all comments received.	$ -	0	0	0	0	0	0	0	0	0
Task No 42 - Submission to AHJ											
42	Submit Permit forms & drawings to AHJ	$ -	0	0	0	0	0	0	0	0	0
Task No 43 - Respond and Resubmit to AHJ Review Comments											
43	Review and develop written responses to all comments received and resubmit to AHJ.	$ -	0	0	0	0	0	0	0	0	0
Past IV - Bid Phase and Construction Admin Phase											
Part IVa - Bid Phase											
Task No 44 - Pre-Bid Conference											
44	Attendance at Pre-Bid Meeting	$ -	0	0	0	0	0	0	0	0	0
Task No 45 - Response to Bidders											
45	Respond to Bidders Questions / RFI's during ther Bidding and Award Phase	$ -	0	0	0	0	0	0	0	0	0
Task No 46 - Issue Addenda											
46	Issue Addenda to the Bid Docs Based on SRQ's review/approval	$ -	0	0	0	0	0	0	0	0	0
Task No 47 - Perform Bid Reviews											
47	Perform Bid Reviews and make recommendation for award	$ -	0	0	0	0	0	0	0	0	0
~~**Part IVb - Construction Admin Phase (EXCLUDED)**~~											
	~~**Subtask a)**~~										
~~**Task No 48 - Submittal Reviews**~~											
~~48~~	~~Review Shop Drawings during the construction phase~~	~~$ -~~	~~0~~								
~~**Task No 49 - RFI Responses**~~											
~~49~~	~~Respond to contractor RFI's during the construction phase~~	~~$ -~~	~~0~~								
~~**Task No 50 - Periodic Observations (On-Site)**~~											
~~50~~	~~Periodic Observations during the construction period.~~	~~$ -~~	~~0~~								
~~**Task No 51 - Attendance at Monthly Job Meetings (On-Site)**~~											
~~51~~	~~Attend Job Meetings at site during construction period~~	~~$ -~~	~~0~~								
~~**Task No 52 - Punchlist**~~											
~~52~~	~~Prelim punch list at 90% completion of the construction worke.~~	~~$ -~~	~~0~~								
~~**Task No 53 - As-Builts**~~											
~~53~~	~~Preparation of As-builts during the construction period~~	~~$ -~~	~~0~~								
~~**Task No 54 - Permit Closeouts**~~											
~~54~~	~~Assemble & Submit Permitting Closeout documents~~	~~$ -~~	~~0~~								
	~~**Subtask b)**~~										
~~**Task No 55 - Main Point of Contact / Database**~~											
~~55~~	~~MHA as Main Point of Contact maintaining communication & database.~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
~~**Task No 56 - Action Item List & Monitor Construction Progress**~~											
~~56~~	~~Develop and maintain Action Item List during the course of the construction period.~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
~~**Task No 57 - Project & Cost Summary Schedules**~~											
~~57~~	~~Review and track the Contractor's Master Project Schedule & Master Cost Summary~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
~~**Task No 58 - Attendance at Weekly Job Meetings (On-Site)**~~											
~~58~~	~~Attend Contractor's Job Meetings at site on a weekly basis.~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
~~**Task No 59 - Monthly Progress Reports**~~											
~~59~~	~~Preparation of monthly progress reports (12)~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
~~**Task No 60 - Change Order Reviews**~~											
~~60~~	~~Review change order requests and make recommendations to SRQ for final action~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
~~**Task No 61 - Close-out Documents**~~											
~~61~~	~~Assemble & Submit Closeout documents~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	Grand Totals	**$150,150.50**	**763.5**	106	350	86	140	17	20	10	34.50

Dark Gray Box Strikethrough = Not Used

SRQ INDUSTRIAL DEVELOPMENT LOT No 9

9/27/2023

Margulies Hoelzli *Architecture*

Hanson Professional Services

Site Civil Engineering / Survey

Task	Task Description	Fee	Total No of Hours	Project Manager $174	Site Lighting $132	Project Engineer $155	Junior Engineer $111	Utility Engineer $218	Survey Procurment $174	Principal Professional Traffic Engineer (Truckin Traffic LLC) $225
Part I - Concept Design / Programming / Due Diligence Phase										
Task No 1 - Kick-Off Meeting & Regulatory Briefings										
1.1	Kick off Design Meeting, Goals & Action List, Minutes	$ 522	3	3	0	0	0	0	0	0
1.2	Regulatory Agency Briefings with FDEP, SWFWMD, Manatee County, FFWCC, USFWS and FAA (Briefing in advance of Task No.14.2a)	$ 1,345	7	3	0	1	0	1	0	2
	Sub-Total:	**$ 1,867**	**10**	**6**	**0**	**1**	**0**	**1**	**0**	**2**
Task No 2 - Project Management Services during Conceptual Phase										
2.1	PM Duties, Coordination, Maintain Database, Action Item Lists & Records, BIM	**$ -**	0	0	0	0	0	0	0	0
Task No 3 - Project Site Reconnaissance										
3	Preliminary Project Site Reconnaissance & Field Memo	**$ 1,544**	8	2	0	2	0	2	0	2
Task No. 4 -Wetlands & Habitat										
4.1	Confirm wetland jurisdictional limits with SWFWMD/FDEP.	$ -	0	0	0	0	0	0	0	0
4.2	Confirm characterization of the wetland, provide UMAM scores	$ -	0	0	0	0	0	0	0	0
4.3	Identify potential rare, threatened, or endangered species or special concern	$ -	0	0	0	0	0	0	0	0
	Sub-Total:	**$ -**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Task No 5 - Field Survey										
5	Conduct existing site studies: topographic & lease parcel boundary survey, wetland boundary special purpose survey, utilities, right of way, roadway pavement limits and elevations, and drainage structures.	**$ 962**	6	0	0	1	1	0	4	0
Task No 6 - Geotechnical Investigations										
6	Coordinate requirements for subsurface soils & geotechnical investigations for site improvements and three new buildings.	**$ -**	0	0	0	0	0	0	0	0
Task No 7 - Project and Permitting Schedules										
7	Prepare a preliminary project & implementation schedule	**$ 329**	2	1	0	1	0	0	0	0
Task No 8 - Conceptual Design Memorandum and Master Plan										
8	Prepare & Assemble Conceptual Design Report & Master Plan: Concept Drawings (Arch, Civil [preliminary drainage and water management concepts], Struct, MEP/FP Basis of Design), Narratives, Rendering, Preliminary OE/AAA.	**$ 2,433**	13	1	0	6	0	3	0	3
Task No 9 - Opinion of Probable Cost of Construction										
9	Prepare preliminary opinion of probable cost of construction	**$ 679**	4	1	1	1	0	1	0	0
~~**Task No 10 - QA/QC**~~										
~~10~~	~~Perform internal quality control review on all design documents~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
Task No 11 - Meeting with SRQ to Review Conceptual Design Memo and Master Plan										
11.1	Schedule & Attend coordination meeting with SRQ.	**$ 798**	4	2	0	0	0	0	0	2
11.2	Prepare & Issue Minutes	**$ -**	0	0	0	0	0	0	0	0
	Sub-Total:	**$ 798**	**4**	**2**	**0**	**0**	**0**	0	0	2
Task No 12 - Revise Conceptual Design Memo and Master Plan										
12	Review & develop written responses to all comments received; Incorporate review comments and re-issue report for record purposes.	**$ 1,129**	6	1	1	1	0	1	0	2
Part II - Permitting Phase										
Task No 13 - Project Management Services during Permitting Phase										
13	PM Duties, Coordination, Maintain Database, Action Item Lists & Permit Records, BIM	**$ -**	0	0	0	0	0	0	0	0
Task No 14 - Identification of Permitting / Jurisdictions / Traffic / Phase I Audit										
14.1	Identify jurisdictional agencies and required permits and/or approvals	**$ 900**	4	0	0	0	0	0	0	4
14.2a	Submit FAA Section 163 Determination (if needed)	**$ -**	0	0	0	0	0	0	0	0
14.2b	*FAA CATEX or NEPA EA (NOT INCLUDED)*	**$ -**	0	0	0	0	0	0	0	0
14.3	Traffic Study	**$ 6,300**	28	0	0	0	0	0	0	28
14.4	Phase I Environmental Audit	**$ -**	0	0	0	0	0	0	0	0
14.5	Environmental Specialist / Wildlife	**$ -**	0	0	0	0	0	0	0	0
14.6	Other Permits	**$ 4,843**	14	2	1	7	4	13	0	0
14.7	Prepare Memorandum of Findings	**$ 1,974**	9	1	0	0	0	0	0	8
	Sub-Total:	**$ 14,017**	**55**	**3**	**1**	**7**	**4**	**13**	**0**	**40**
Task No 15 - Meetings and Teleconferences w/ Agencies										
15	Conduct Meetings & Teleconferences w/ regulatory agencies and issue minutes	**$ 3,936**	20	2	0	6	0	6	0	6
Task No 16- Meetings and Teleconferences with SRQ										
16	Conduct meetings and teleconferences with SRQ & Issue Minutes	**$ 1,596**	8	4	0	0	0	0	0	4
Task No 17 - Filling Documentation										
17	Assemble filling docs for SRQ review and approval prior to filling	**$ 399**	2	1	0	0	0	0	0	1
Task No 18 - Agency Submittals										
18	Issue Filing Documentation & Preparation of Memorandum	**$ 1,422**	7	3	0	0	0	0	0	4
~~**Task No 19 - Hearings**~~										
~~19~~	~~Attendance at Hearings (if Needed)~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
Task No 20 - Agency Reviews										
20	Respond to Agency Comments/Reviews & Issue Memornadum.	**$ 2,341**	12	1	0	4	0	4	0	3
Task 21 - Agency Re-submittals										
21	Re-submit plans, narratives, calcuations to regulatory agencies	**$ 1,595**	8	1	0	2	0	2	0	3
Task No 22 - FAA Submittals										
22	OE/AAA Airspace Request (If Needed)	**$ -**	0	0	0	0	0	0	0	0
Phase IIIa- Design Development (65%)										
Task No 23 - Project Management Services during Design Development Phase										
23	PM Duties, Coordination, Maintain Database, Action Item Lists, Scheduling	**$ -**	0	0	0	0	0	0	0	0
Task No 24 - Design Development										
24	Prepare Design Development (65%) Drawings	**$ 27,933**	171	16	6	48	48	48	0	5
Task No 25 - Design Calculations										
25	Assemble design calculation packages	**$ 3,120**	19	1	2	6	4	6	0	0
Task No 26 - Preliminary Specifications										
26.1	Prelim front-end specs by reviewing SRQ provided Div 0 and Div 1 docs.	**$ -**	0	0	0	0	0	0	0	0
26.2	Develop preliminary technical specifications for each trade	**$ 4,130**	25	1	4	8	4	8	0	0
	Sub-Total:	**$ 4,130**	**25**	**1**	**4**	**8**	**4**	**8**	**0**	**0**
~~**Task No 27 - QA/QC**~~										
~~27~~	~~Perform internal quality control review on all design documents~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
~~**Task No 28 - Schedule Coordination**~~										
~~28~~	~~Updated schedule~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
~~**Task No 29 - Prepare Quantity Takeoffs**~~										
~~29~~	~~Prepare preliminary quantity takeoffs of bid items~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
Task No 30 - Opinion of Probable Cost of Construction										
30	Prepare updated opinion of probable construction costs for each major element.	**$ 2,999**	16	2	1	5	0	8	0	0
Task No 31- Meeting with SRQ										
31	Schedule & attend one (1) design review meeting with SRQ, and other stakeholders	**$ 1,108**	6	2	0	2	0	0	0	2
Task No 32 - Responses to Comments										
32	Review and develop written responses to all comments received.	**$ 904**	5	1	1	1	0	1	0	1
Part IIIb - Construction Documents Phase (100%)										
Task No 33 - Project Management Services during Construction Document Phase										
33	PM Duties, Coordination, Maintain Database, Action Item Lists, Scheduling,	**$ -**	0	0	0	0	0	0	0	0
Task No 34 - Contract Documents										
34	Prepare 100% Contract Drawings	**$ 20,664**	130	12	14	40	32	32	0	0
Task No 35 - Specifications										
35.1	Review, Coordinate, and finalize front end specifications for bid package.	**$ -**	0	0	0	0	0	0	0	0

SRQ INDUSTRIAL DEVELOPMENT LOT No 9

9/27/2023

Margulies Hoelzli *Architecture*

Hanson Professional Services

Site Civil Engineering / Survey

Task	Task Description	Fee	Total No of Hours	Project Manager	Site Lighting	Project Engineer	Junior Engineer	Utility Engineer	Survey Procurment	Principal Professional Traffic Engineer (Tuckin Traffic LLC)
				$174	$132	$155	$111	$218	$174	$225
35.2	Finalize technical specifications manual for bid package.	$ 3,686	21	1	4	8	0	8	0	0
	Sub-Total:	$ 3,686	21	1	4	8	0	8	0	0
~~**Task No 36 - QA/QC**~~										
~~36~~	~~Perform internal quality control review on all design documents~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
~~**Task No 37 - Final Quantity Takeoffs**~~										
~~37~~	~~Develop detailed quantity takeoffs of all bid items to refine opinion of cost.~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
Task 38 - Final Opinion of Probable Cost										
38	Finalize opinion of probable cost construction for each major element of the Project.	$ 679	4	1	1	1	0	1	0	0
Task No 39 - Pre-Application Forms For AHJ Submissions										
39	Pre-application forms and requirements will be developed in preparation for permitting	$ 920	5	1	0	2	0	2	0	0
Task No 40 - Meeting with SRQ										
40	Schedule and attend one (1) design review meeting with SRQ, and other stakeholders.	$ 658	4	2	0	2	0	0	0	0
Task No 41 - Responses to SRQ Comments										
41	Review and develop written responses to all comments received.	$ 679	4	1	1	1	0	1	0	0
Task No 42 - Submission to AHJ										
42	Submit Permit forms & drawings to AHJ	$ 853	5	2	1	1	0	1	0	0
Task No 43 - Respond and Resubmit to AHJ Review Comments										
43	Review and develop written responses to all comments received and resubmit to AHJ.	$ 679	4	1	1	1	0	1	0	0
Past IV - Bid Phase and Construction Admin Phase										
Part IVa - Bid Phase										
Task No 44 - Pre-Bid Conference										
44	Attendance at Pre-Bid Meeting	$ 658	4	2	0	2	0	0	0	0
Task No 45 - Response to Bidders										
45	Respond to Bidders Questions / RFI's during ther Bidding and Award Phase	$ 1,226	7	2	1	2	0	2	0	0
Task No 46 - Issue Addenda										
46	Issue Addenda to the Bid Docs Based on SRQ's review/approval	$ 1,226	7	2	1	2	0	2	0	0
Task No 47 - Perform Bid Reviews										
47	Perform Bid Reviews and make recommendation for award	$ 658	4	2	0	2	0	0	0	0
~~**Part IVb - Construction Admin Phase (EXCLUDED)**~~										
~~**Subtask a)**~~										
~~**Task No 48 - Submittal Reviews**~~										
~~48~~	~~Review Shop Drawings during the construction phase~~	~~$ -~~	~~0~~							
~~**Task No 49 - RFI Responses**~~										
~~49~~	~~Respond to contractor RFI's during the construction phase~~	~~$ -~~	~~0~~							
~~**Task No 50 - Periodic Observations (On-Site)**~~										
~~50~~	~~Periodic Observations during the construction period.~~	~~$ -~~	~~0~~							
~~**Task No 51 - Attendance at Monthly Job Meetings (On-Site)**~~										
~~51~~	~~Attend Job Meetings at site during construction period~~	~~$ -~~	~~0~~							
~~**Task No 52 - Punchlist**~~										
~~52~~	~~Prelim punch list at 90% completion of the construction worke.~~	~~$ -~~	~~0~~							
~~**Task No 53 - As-Builts**~~										
~~53~~	~~Preparation of As builts during the construction period~~	~~$ -~~	~~0~~							
~~**Task No 54 - Permit Closeouts**~~										
~~54~~	~~Assemble & Submit Permitting Closeout documents~~	~~$ -~~	~~0~~							
~~**Subtask b)**~~										
~~**Task No 55 - Main Point of Contact / Database**~~										
~~55~~	~~MHA as Main Point of Contact maintaining communication & database.~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
~~**Task No 56 - Action Item List & Monitor Construction Progress**~~										
~~56~~	~~Develop and maintain Action Item List during the course of the construction period.~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
~~**Task No 57 - Project & Cost Summary Schedules**~~										
~~57~~	~~Review and track the Contractor's Master Project Schedule & Master Cost Summary~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
~~**Task No 58 - Attendance at Weekly Job Meetings (On-Site)**~~										
~~58~~	~~Attend Contractor's Job Meetings at site on a weekly basic.~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
~~**Task No 59 - Monthly Progress Reports**~~										
~~59~~	~~Preparation of monthly progress reports (12)~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
~~**Task No 60 - Change Order Reviews**~~										
~~60~~	~~Review change order requests and make recommendations to SRQ for final action~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
~~**Task No 61 - Close-out Documents**~~										
~~61~~	~~Assemble & Submit Closeout documents~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	Grand Totals	$ 107,827	606	81	41	166	93	154	4	80

Purple Box Strikethrough = Not Used

SRQ INDUSTRIAL DEVELOPMENT LOT No 9

9/27/2023

Margulies Hoelzli *Architecture*

DTC Consultants

Mechanical / Electrical / Plumbing / FP / Cost Estimating

Task	Task Description	Fee	Total No of Hours	Principal $278	Senior Project Manager $247	Mechanical Engineer $206	Electrical Engineer $206	Plumbing Engineer $206	Fire Protection Engineer $206	Cost Estimating $206	Technican /Drafter $125	Administrative $110
Part I - Concept Design / Programming / Due Diligence Phase												
Task No 1 - Kick-Off Meeting & Regulatory Briefings												
1.1	Kick off Design Meeting, Goals & Action List, Minutes	$ -	0	0	0	0	0	0	0	0	0	0
1.2	Regulatory Agency Briefings with FDEP, SWFWMD, Manatee County, FFWCC, USFWS and FAA (Briefing in advance of Task No.14.2a)	$ -	0	0	0	0	0	0	0	0	0	0
	Sub-Total:	**$ -**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Task No 2 - Project Management Services during Conceptual Phase												
2.1	PM Duties, Coordination, Maintain Database, Action Item Lists & Records, BIM	$ -	0	0	0	0	0	0	0	0	0	0
Task No 3 - Project Site Reconnaissance												
3	Preliminary Project Site Reconnaissance & Field Memo	$ -	0	0	0	0	0	0	0	0	0	0
Task No. 4 -Wetlands & Habitat												
4.1	Confirm wetland jurisdictional limits with SWFWMD/FDEP.	$ -	0	0	0	0	0	0	0	0	0	0
4.2	Confirm characterization of the wetland, provide UMAM scores	$ -	0	0	0	0	0	0	0	0	0	0
4.3	Identify potential rare, threatened, or endangered species or special concern	$ -	0	0	0	0	0	0	0	0	0	0
	Sub-Total:	**$ -**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Task No 5 - Field Survey												
5	Conduct existing site studies: topographic & lease parcel boundary survey, wetland boundary special purpose survey, utilities, right of way, roadway pavement limits and elevations, and drainage structures.	$ -	0	0	0	0	0	0	0	0	0	0
Task No 6 - Geotechnical Investigations												
6	Coordinate requirements for subsurface soils & geotechnical investigations for site improvements and three new buildings.	$ -	0	0	0	0	0	0	0	0	0	0
Task No 7 - Project and Permitting Schedules												
7	Prepare a preliminary project & implementation schedule	$ -	0	0	0	0	0	0	0	0	0	0
Task No 8 - Conceptual Design Memorandum and Master Plan												
8	Prepare & Assemble Conceptual Design Report & Master Plan: Concept Drawings (Arch, Civil [preliminary drainage and water management concepts], Struct, MEP/FP Basis of Design), Narratives, Rendering, Preliminary OE/AAA.	$ 5,066	23	0	8	4	6	2	3	0	0	0
Task No 9 - Opinion of Probable Cost of Construction												
9	Prepare preliminary opinion of probable cost of construction	$ 4,944	24	0	0	0	0	0	0	24	0	0
~~**Task No 10 - QA/QC**~~												
~~10~~	~~Perform internal quality control review on all design documents~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
Task No 11 - Meeting with SRQ to Review Conceptual Design Memo and Master Plan												
11.1	Schedule & Attend coordination meeting with SRQ.	$ -	0	0	0	0	0	0	0	0	0	0
11.2	Prepare & Issue Minutes	$ -	0	0	0	0	0	0	0	0	0	0
	Sub-Total:	**$ -**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Task No 12 - Revise Conceptual Design Memo and Master Plan												
12	Review & develop written responses to all comments received; Incorporate review comments and re-issue report for record purposes.	$ 865	4	0	1	1	1	0	1	0	0	0
Part II - Permitting Phase												
Task No 13 - Project Management Services during Permitting Phase												
13	PM Duties, Coordination, Maintain Database, Action Item Lists & Permit Records, BIM	$ -	0	0	0	0	0	0	0	0	0	0
Task No 14 - Identification of Permitting / Jurisdictions / Traffic / Phase I Audit												
14.1	Identify jurisdictional agencies and required permits and/or approvals	$ -	0	0	0	0	0	0	0	0	0	0
14.2a	Submit FAA Section 163 Determination (if needed)	$ -	0	0	0	0	0	0	0	0	0	0
14.2b	*FAA CATEX or NEPA EA (NOT INCLUDED)*	$ -	0	0	0	0	0	0	0	0	0	0
14.3	Traffic Study	$ -	0	0	0	0	0	0	0	0	0	0
14.4	Phase I Environmental Audit	$ -	0	0	0	0	0	0	0	0	0	0
14.5	Environmental Specialist / Wildlife	$ -	0	0	0	0	0	0	0	0	0	0
14.6	Other Permits	$ -	0	0	0	0	0	0	0	0	0	0
14.7	Prepare Memorandum of Findings	$ -	0	0	0	0	0	0	0	0	0	0
	Sub-Total:	**$ -**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Task No 15 - Meetings and Teleconferences w/ Agencies												
15	Conduct Meetings & Teleconferences w/ regulatory agencies and issue minutes	$ -	0	0	0	0	0	0	0	0	0	0
Task No 16- Meetings and Teleconferences with SRQ												
16	Conduct meetings and teleconferences with SRQ & Issue Minutes	$ -	0	0	0	0	0	0	0	0	0	0
Task No 17 - Filling Documentation												
17	Assemble filling docs for SRQ review and approval prior to filling	$ 494	2	0	2	0	0	0	0	0	0	0
Task No 18 - Agency Submittals												
18	Issue Filing Documentation & Preparation of Memorandum	$ -	0	0	0	0	0	0	0	0	0	0
~~**Task No 19 - Hearings**~~												
~~19~~	~~Attendance at Hearings (if Needed)~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
Task No 20 - Agency Reviews												
20	Respond to Agency Comments/Reviews & Issue Memornadum.	$ 494	2	0	2	0	0	0	0	0	0	0
Task 21 - Agency Re-submittals												
21	Re-submit plans, narratives, calcuations to regulatory agencies	$ 494	2	0	2	0	0	0	0	0	0	0
Task No 22 - FAA Submittals												
22	OE/AAA Airspace Request (If Needed)	$ -	0	0	0	0	0	0	0	0	0	0
Phase IIIa- Design Development (65%)												
Task No 23 - Project Management Services during Design Development Phase												
23	PM Duties, Coordination, Maintain Database, Action Item Lists, Scheduling	$ -	0	0	0	0	0	0	0	0	0	0
Task No 24 - Design Development												
24	Prepare Design Development (65%) Drawings	$ 17,136	80	0	16	16	24	8	16	0	0	0
Task No 25 - Design Calculations												
25	Assemble design calculation packages	$ 6,096	28	0	8	4	8	4	4	0	0	0
Task No 26 - Preliminary Specifications												
26.1	Prelim front-end specs by reviewing SRQ provided Div 0 and Div 1 docs.	$ -	0	0	0	0	0	0	0	0	0	0
26.2	Develop preliminary technical specifications for each trade	$ 6,016	34	0	4	2	6	4	6	0	0	12
	Sub-Total:	**$ 6,016**	**34**	**0**	**4**	**2**	**6**	**4**	**6**	**0**	**0**	**12**
~~**Task No 27 - QA/QC**~~												
~~27~~	~~Perform internal quality control review on all design documents~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
~~**Task No 28 - Schedule Coordination**~~												
~~28~~	~~Updated schedule~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
~~**Task No 29 - Prepare Quantity Takeoffs**~~												
~~29~~	~~Prepare preliminary quantity takeoffs of bid items~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
Task No 30 - Opinion of Probable Cost of Construction												
30	Prepare updated opinion of probable construction costs for each major element.	$ 4,944	24	0	0	0	0	0	0	24	0	0
Task No 31- Meeting with SRQ												
31	Schedule & attend one (1) design review meeting with SRQ, and other stakeholders	$ -	0	0	0	0	0	0	0	0	0	0
Task No 32 - Responses to Comments												
32	Review and develop written responses to all comments received.	$ 494	2	0	2	0	0	0	0	0	0	0
Part IIIb - Construction Documents Phase (100%)												
Task No 33 - Project Management Services during Construction Document Phase												
33	PM Duties, Coordination, Maintain Database, Action Item Lists, Scheduling.	$ -	0	0	0	0	0	0	0	0	0	0

SRQ INDUSTRIAL DEVELOPMENT LOT No 9

9/27/2023

Margulies Hoelzli *Architecture*

DTC Consultants

Mechanical / Electrical / Plumbing / FP / Cost Estimating

Task	Task Description	Fee	Total No of Hours	Principal $278	Senior Project Manager $247	Mechanical Engineer $206	Electrical Engineer $206	Plumbing Engineer $206	Fire Protection Engineer $206	Cost Estimating $206	Technican /Drafter $125	Administrative $110
Task No 34 - Contract Documents												
34	Prepare 100% Contract Drawings	$ 18,288	84	0	24	16	24	8	12	0	0	0
Task No 35 - Specifications												
35.1	Review, Coordinate, and finalize front end specifications for bid package.	$ -	0	0	0	0	0	0	0	0	0	0
35.2	Finalize technical specifications manual for bid package.	$ 4,533	27	0	3	3	3	3	3	0	0	12
	Sub-Total:	$ 4,533	27	0	3	3	3	3	3	0	0	12
~~**Task No 36 - QA/QC**~~												
~~36~~	~~Perform internal quality control review on all design documents~~	$ -	0	0	0	0	0	0	0	0	0	0
~~**Task No 37 - Final Quantity Takeoffs**~~												
~~37~~	~~Develop detailed quantity takeoffs of all bid items to refine opinion of cost.~~	$ -	0	0	0	0	0	0	0	0	0	0
Task 38 - Final Opinion of Probable Cost												
38	Finalize opinion of probable cost construction for each major element of the Project.	$ 4,944	24	0	0	0	0	0	0	24	0	0
Task No 39 - Pre-Application Forms For AHJ Submissions												
39	Pre-application forms and requirements will be developed in preparation for permitting	$ -	0	0	0	0	0	0	0	0	0	0
Task No 40 - Meeting with SRQ												
40	Schedule and attend one (1) design review meeting with SRQ, and other stakeholders.	$ -	0	0	0	0	0	0	0	0	0	0
Task No 41 - Responses to SRQ Comments												
41	Review and develop written responses to all comments received.	$ 494	2	0	2	0	0	0	0	0	0	0
Task No 42 - Submission to AHJ												
42	Submit Permit forms & drawings to AHJ	$ -	0	0	0	0	0	0	0	0	0	0
Task No 43 - Respond and Resubmit to AHJ Review Comments												
43	Review and develop written responses to all comments received and resubmit to AHJ.	$ -	0	0	0	0	0	0	0	0	0	0
Past IV - Bid Phase and Construction Admin Phase												
Part IVa - Bid Phase												
Task No 44 - Pre-Bid Conference												
44	Attendance at Pre-Bid Meeting	$ -	0	0	0	0	0	0	0	0	0	0
Task No 45 - Response to Bidders												
45	Respond to Bidders Questions / RFI's during ther Bidding and Award Phase	$ 1,236	6	0	0	2	2	2	0	0	0	0
Task No 46 - Issue Addenda												
46	Issue Addenda to the Bid Docs Based on SRQ's review/approval	$ 1,730	8	0	2	2	2	2	0	0	0	0
Task No 47 - Perform Bid Reviews												
47	Perform Bid Reviews and make recommendation for award	$ -	0	0	0	0	0	0	0	0	0	0
~~**Part IVb - Construction Admin Phase (EXCLUDED)**~~												
	~~**Subtask a)**~~											
~~**Task No 48 - Submittal Reviews**~~												
~~48~~	~~Review Shop Drawings during the construction phase.~~	$ -	0									
~~**Task No 49 - RFI Responses**~~												
~~49~~	~~Respond to contractor RFI's during the construction phase.~~	$ -	0									
~~**Task No 50 - Periodic Observations (On-Site)**~~												
~~50~~	~~Periodic Observations during the construction period.~~	$ -	0									
~~**Task No 51 - Attendance at Monthly Job Meetings (On-Site)**~~												
~~51~~	~~Attend Job Meetings at site during construction period.~~	$ -	0									
~~**Task No 52 - Punchlist**~~												
~~52~~	~~Prelim punch list at 90% completion of the construction works.~~	$ -	0									
~~**Task No 53 - As-Builts**~~												
~~53~~	~~Preparation of As-builts during the construction period.~~	$ -	0									
~~**Task No 54 - Permit Closeouts**~~												
~~54~~	~~Assemble & Submit Permitting Closeout documents~~	$ -	0									
	~~**Subtask b)**~~											
~~**Task No 55 - Main Point of Contact / Database**~~												
~~55~~	~~MHA as Main Point of Contact maintaining communication & database.~~	$ -	0	0	0	0	0	0	0	0	0	0
~~**Task No 56 - Action Item List & Monitor Construction Progress**~~												
~~56~~	~~Develop and maintain Action Item List during the course of the construction period.~~	$ -	0	0	0	0	0	0	0	0	0	0
~~**Task No 57 - Project & Cost Summary Schedules**~~												
~~57~~	~~Review and track the Contractor's Master Project Schedule & Master Cost Summary.~~	$ -	0	0	0	0	0	0	0	0	0	0
~~**Task No 58 - Attendance at Weekly Job Meetings (On-Site)**~~												
~~58~~	~~Attend Contractor's Job Meetings at site on a weekly basis.~~	$ -	0	0	0	0	0	0	0	0	0	0
~~**Task No 59 - Monthly Progress Reports**~~												
~~59~~	~~Preparation of monthly progress reports (12)~~	$ -	0	0	0	0	0	0	0	0	0	0
~~**Task No 60 - Change Order Reviews**~~												
~~60~~	~~Review change order requests and make recommendations to SRQ for final action.~~	$ -	0	0	0	0	0	0	0	0	0	0
~~**Task No 61 - Close-out Documents**~~												
~~61~~	~~Assemble & Submit Closeout documents~~	$ -	0	0	0	0	0	0	0	0	0	0
	Grand Totals	$ 78,268	376	-	76	50	76	33	45	72	-	24

Dark Gray Box Strikethrough = Not Used

SRQ INDUSTRIAL DEVELOPMENT LOT No 9

9/27/2023

Margulies Hoelzli *Architecture*

George F Young Inc *Structural Engineering*						
Task	**Task Description**	**Fee**	**Total No of Hours**	**Project Manager**	**Project Engineer**	**Design Engineer**
				$235	**$195**	**$125**
Part I - Concept Design / Programming / Due Diligence Phase						
Task No 1 - Kick-Off Meeting & Regulatory Briefings						
1.1	Kick off Design Meeting, Goals & Action List, Minutes	$ -	0	0	0	0
1.2	Regulatory Agency Briefings with FDEP, SWFWMD, Manatee County, FFWCC, USFWS and FAA (Briefing in advance of Task No.14.2a)	$ -	0	0	0	0
	Sub-Total:	**$ -**	**0**	**0**	**0**	
Task No 2 - Project Management Services during Conceptual Phase						
2.1	PM Duties, Coordination, Maintain Database, Action Item Lists & Records, BIM	**$ -**	0	0	0	0
Task No 3 - Project Site Reconnaissance						
3	Preliminary Project Site Reconnaissance & Field Memo	**$ -**	**0**	0	0	0
Task No. 4 -Wetlands & Habitat						
4.1	Confirm wetland jurisdictional limits with SWFWMD/FDEP.	$ -	0	0	0	0
4.2	Confirm characterization of the wetland, provide UMAM scores	$ -	0	0	0	0
4.3	Identify potential rare, threatened, or endangered species or special concern	$ -	0	0	0	0
	Sub-Total:	**$ -**	**0**	**0**	**0**	
Task No 5 - Field Survey						
5	Conduct existing site studies: topographic & lease parcel boundary survey, wetland boundary special purpose survey, utilities, right of way, roadway pavement limits and elevations, and drainage structures.	**$ -**	0	0	0	0
Task No 6 - Geotechnical Investigations						
6	Coordinate requirements for subsurface soils & geotechnical investigations for site improvements and three new buildings.	**$ 1,250**	6	2	4	0
Task No 7 - Project and Permitting Schedules						
7	Prepare a preliminary project & implementation schedule	**$ -**	0	0	0	0
Task No 8 - Conceptual Design Memorandum and Master Plan						
8	Prepare & Assemble Conceptual Design Report & Master Plan: Concept Drawings (Arch, Civil [preliminary drainage and water management concepts], Struct, MEP/FP Basis of Design), Narratives, Rendering, Preliminary OE/AAA.	**$ 1,250**	6	2	4	0
Task No 9 - Opinion of Probable Cost of Construction						
9	Prepare preliminary opinion of probable cost of construction	**$ -**	0	0	0	0
~~**Task No 10 - QA/QC**~~						
~~10~~	~~Perform internal quality control review on all design documents~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~
Task No 11 - Meeting with SRQ to Review Conceptual Design Memo and Master Plan						
11.1	Schedule & Attend coordination meeting with SRQ.	**$ -**	0	0	0	0
11.2	Prepare & Issue Minutes	**$ -**	0	0	0	0
	Sub-Total:	**$ -**	**0**	**0**	**0**	0
Task No 12 - Revise Conceptual Design Memo and Master Plan						
12	Review & develop written responses to all comments received; Incorporate review comments and re-issue report for record purposes.	**$ 1,135**	5	4	1	0
Part II - Permitting Phase						
Task No 13 - Project Management Services during Permitting Phase						
13	PM Duties, Coordination, Maintain Database, Action Item Lists & Permit Records, BIM	**$ -**	0	0	0	0
Task No 14 - Identification of Permitting / Jurisdictions / Traffic / Phase I Audit						
14.1	Identify jurisdictional agencies and required permits and/or approvals	**$ -**	0	0	0	0
14.2a	Submit FAA Section 163 Determination (if needed)	**$ -**	0	0	0	0
14.2b	*FAA CATEX or NEPA EA (NOT INCLUDED)*	**$ -**	0	0	0	0
14.3	Traffic Study	**$ -**	0	0	0	0
14.4	Phase I Environmental Audit	**$ -**	0	0	0	0
14.5	Environmental Specialist / Wildlife	**$ -**	0	0	0	0
14.6	Other Permits	**$ -**	0	0	0	0
14.7	Prepare Memorandum of Findings	**$ -**	0	0	0	0
	Sub-Total:	**$ -**	**0**	**0**	**0**	**0**
Task No 15 - Meetings and Teleconferences w/ Agencies						
15	Conduct Meetings & Teleconferences w/ regulatory agencies and issue minutes	**$ -**	0	0	0	0
Task No 16- Meetings and Teleconferences with SRQ						
16	Conduct meetings and teleconferences with SRQ & Issue Minutes	**$ -**	0	0	0	0
Task No 17 - Filling Documentation						
17	Assemble filling docs for SRQ review and approval prior to filling	**$ -**	0	0	0	0
Task No 18 - Agency Submittals						
18	Issue Filing Documentation & Preparation of Memorandum	**$ -**	0	0	0	0
~~**Task No 19 - Hearings**~~						
~~19~~	~~Attendance at Hearings (if Needed)~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~
Task No 20 - Agency Reviews						
20	Respond to Agency Comments/Reviews & Issue Memornadum.	**$ -**	0	0	0	0
Task 21 - Agency Re-submittals						
21	Re-submit plans, narratives, calcuations to regulatory agencies	**$ -**	0	0	0	0
Task No 22 - FAA Submittals						
22	OE/AAA Airspace Request (If Needed)	**$ -**	0	0	0	0
Phase IIIa- Design Development (65%)						
Task No 23 - Project Management Services during Design Development Phase						
23	PM Duties, Coordination, Maintain Database, Action Item Lists, Scheduling	**$ -**	0	0	0	0
Task No 24 - Design Development						

SRQ INDUSTRIAL DEVELOPMENT LOT No 9

9/27/2023

Margulies Hoelzli *Architecture*

George F Young Inc *Structural Engineering*						
Task	**Task Description**	**Fee**	**Total No of Hours**	**Project Manager**	**Project Engineer**	**Design Engineer**
				$235	**$195**	**$125**
24	Prepare Design Development (65%) Drawings	**$ 11,180**	68	4	32	32
Task No 25 - Design Calculations						
25	Assemble design calculation packages	**$ 4,030**	26	2	8	16
Task No 26 - Preliminary Specifications						
26.1	Prelim front-end specs by reviewing SRQ provided Div 0 and Div 1 docs.	**$ -**	0	0	0	0
26.2	Develop preliminary technical specifications for each trade	**$ 2,030**	10	2	8	0
	Sub-Total:	**$ 2,030**	**10**	**2**	**8**	**0**
~~**Task No 27 - QA/QC**~~						
~~27~~	~~Perform internal quality control review on all design documents~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~
~~**Task No 28 - Schedule Coordination**~~						
~~28~~	~~Updated schedule~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~
~~**Task No 29 - Prepare Quantity Takeoffs**~~						
~~29~~	~~Prepare preliminary quantity takeoffs of bid items~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~
Task No 30 - Opinion of Probable Cost of Construction						
30	Prepare updated opinion of probable construction costs for each major element.	**$ -**	0	0	0	0
Task No 31- Meeting with SRQ						
31	Schedule & attend one (1) design review meeting with SRQ, and other stakeholders	**$ 390**	2	0	2	0
Task No 32 - Responses to Comments						
32	Review and develop written responses to all comments received.	**$ 1,125**	7	1	2	4
Part IIIb - Construction Documents Phase (100%)						
Task No 33 - Project Management Services during Construction Document Phase						
33	PM Duties, Coordination, Maintain Database, Action Item Lists, Scheduling,	**$ -**	0	0	0	0
Task No 34 - Contract Documents						
34	Prepare 100% Contract Drawings	**$ 23,460**	140	16	60	64
Task No 35 - Specifications						
35.1	Review, Coordinate, and finalize front end specifications for bid package.	**$ -**	0	0	0	0
35.2	Finalize technical specifications manual for bid package.	**$ 4,840**	24	4	20	0
	Sub-Total:	**$ 4,840**	**24**	**4**	**20**	**0**
~~**Task No 36 - QA/QC**~~						
~~36~~	~~Perform internal quality control review on all design documents~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~
~~**Task No 37 - Final Quantity Takeoffs**~~						
~~37~~	~~Develop detailed quantity takeoffs of all bid items to refine opinion of cost.~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~
Task 38 - Final Opinion of Probable Cost						
38	Finalize opinion of probable cost construction for each major element of the Project.	**$ -**	0	0	0	0
Task No 39 - Pre-Application Forms For AHJ Submissions						
39	Pre-application forms and requirements will be developed in preparation for permitting	**$ -**	0	0	0	0
Task No 40 - Meeting with SRQ						
40	stakeholders.	**$ 390**	2	0	2	0
Task No 41 - Responses to SRQ Comments						
41	Review and develop written responses to all comments received.	**$ 2,250**	14	2	4	8
Task No 42 - Submission to AHJ						
42	Submit Permit forms & drawings to AHJ	**$ -**	0	0	0	0
Task No 43 - Respond and Resubmit to AHJ Review Comments						
43	Review and develop written responses to all comments received and resubmit to AHJ.	**$ 2,780**	16	2	8	6
Past IV - Bid Phase and Construction Admin Phase						
Part IVa - Bid Phase						
Task No 44 - Pre-Bid Conference						
~~44~~	~~Attendance at Pre-Bid Meeting~~	~~$ -~~	0	0	0	0
Task No 45 - Response to Bidders						
45	Respond to Bidders Questions / RFI's during ther Bidding and Award Phase	**$ 2,250**	14	2	4	8
Task No 46 - Issue Addenda						
46	Issue Addenda to the Bid Docs Based on SRQ's review/approval	**$ 1,250**	6	2	4	0
Task No 47 - Perform Bid Reviews						
47	Perform Bid Reviews and make recommendation for award	**$ 470**	2	2	0	0
~~**Part IVb - Construction Admin Phase (EXCLUDED)**~~ ~~**Subtask a)**~~						
~~**Task No 48 - Submittal Reviews**~~						
~~48~~	~~Review Shop Drawings during the construction phase~~	~~$ -~~	~~0~~			
~~**Task No 49 - RFI Responses**~~						
~~49~~	~~Respond to contractor RFI's during the construction phase~~	~~$ -~~	~~0~~			
~~**Task No 50 - Periodic Observations (On-Site)**~~						
~~50~~	~~Periodic Observations during the construction period.~~	~~$ -~~	~~0~~			
~~**Task No 51 - Attendance at Monthly Job Meetings (On-Site)**~~						
~~51~~	~~Attend Job Meetings at site during construction period~~	~~$ -~~	~~0~~			

SRQ INDUSTRIAL DEVELOPMENT LOT No 9

9/27/2023

Margulies Hoelzli *Architecture*

George F Young Inc *Structural Engineering*						
Task	Task Description	Fee	Total No of Hours	Project Manager	Project Engineer	Design Engineer
				$235	$195	$125
~~Task No 52 - Punchlist~~						
~~52~~	~~Prelim punch list at 90% completion of the construction works.~~	~~$ -~~	~~0~~			
~~Task No 53 - As-Builts~~						
~~53~~	~~Preparation of As builts during the construction period~~	~~$ -~~	~~0~~			
~~Task No 54 - Permit Closeouts~~						
~~54~~	~~Assemble & Submit Permitting Closeout documents~~	~~$ -~~	~~0~~			
	~~Subtask b)~~					
~~Task No 55 - Main Point of Contact / Database~~						
~~55~~	~~MHA as Main Point of Contact maintaining communication & database.~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~
~~Task No 56 - Action Item List & Monitor Construction Progress~~						
~~56~~	~~Develop and maintain Action Item List during the course of the construction period.~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~
~~Task No 57 - Project & Cost Summary Schedules~~						
~~57~~	~~Review and track the Contractor's Master Project Schedule & Master Cost Summary~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~
~~Task No 58 - Attendance at Weekly Job Meetings (On-Site)~~						
~~58~~	~~Attend Contractor's Job Meetings at site on a weekly basis.~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~
~~Task No 59 - Monthly Progress Reports~~						
~~59~~	~~Preparation of monthly progress reports (12)~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~
~~Task No 60 - Change Order Reviews~~						
~~60~~	~~Review change order requests and make recommendations to SRQ for final action~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~
~~Task No 61 - Close-out Documents~~						
~~61~~	~~Assemble & Submit Closeout documents~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~
	Grand Totals	**$ 60,080**	**348**	47	163	138

Dark Gray Box Strikethrough = Not Used

SRQ INDUSTRIAL DEVELOPMENT LOT No 9

9/27/2023

Margulies Hoelzli *Architecture*

~~AECOM (EXCLUDED)~~

~~FAA / Peer Review~~

Task	Task Description	Fee	Total No of Hours	Associate Vice President	CAD Technician	Adminstrative
				$240	$150	$86
Part I - Concept Design / Programming / Due Diligence Phase						
Task No 1 - Kick-Off Meeting & Regulatory Briefings						
1.1	Kick off Design Meeting, Goals & Action List, Minutes	$ -	0	0	0	0
1.2	Regulatory Agency Briefings with FDEP, SWFWMD, Manatee County, FFWCC, USFWS and FAA (Briefing in advance of Task No.14.2a)	$ -	0	0	0	0
	Sub-Total:	**$ -**	**0**	**0**	**0**	**0**
Task No 2 - Project Management Services during Conceptual Phase						
2.1	PM Duties, Coordination, Maintain Database, Action Item Lists & Records, BIM	$ -	0	0		0
Task No 3 - Project Site Reconnaissance						
3	Preliminary Project Site Reconnaissance & Field Memo	$ -	0	0	0	0
Task No. 4 -Wetlands & Habitat						
4.1	Confirm wetland jurisdictional limits with SWFWMD/FDEP.	$ -	0	0	0	0
4.2	Confirm characterization of the wetland, provide UMAM scores	$ -	0	0	0	
4.3	Identify potential rare, threatened, or endangered species or special concern	$ -	0	0	0	
	Sub-Total:	**$ -**	**0**	**0**	**0**	**0**
Task No 5 - Field Survey						
5	Conduct existing site studies: topographic & lease parcel boundary survey, wetland boundary special purpose survey, utilities, right of way, roadway pavement limits and elevations, and drainage structures.	$ -	0	0	0	0
Task No 6 - Geotechnical Investigations						
6	Coordinate requirements for subsurface soils & geotechnical investigations for site improvements and four new buildings.	$ -	0	0	0	0
Task No 7 - Project and Permitting Schedules						
7	Prepare a preliminary project & implementation schedule	$ -	0	0	0	0
Task No 8 - Conceptual Design Memorandum and Master Plan						
8	Prepare & Assemble Conceptual Design Report & Master Plan: Concept Drawings (Arch, Civil [preliminary drainage and water management concepts], Struct, MEP/FP Basis of Design), Narratives, Rendering, Preliminary OE/AAA.	$ -	0	0	0	0
Task No 9 - Opinion of Probable Cost of Construction						
9	Prepare preliminary opinion of probable cost of construction	$ -	0	0	0	0
~~**Task No 10 - QA/QC**~~						
~~10~~	~~Perform internal quality control review on all design documents~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~
Task No 11 - Meeting with SRQ to Review Conceptual Design Memo and Master Plan						
11.1	Schedule & Attend coordination meeting with SRQ.	$ -	0	0	0	0
11.2	Prepare & Issue Minutes	$ -	0	0	0	0
	Sub-Total:	**$ -**	**0**	**0**	**0**	**0**
Task No 12 - Revise Conceptual Design Memo and Master Plan						
12	Review & develop written responses to all comments received; Incorporate review comments and re-issue report for record purposes.	$ -	0	0	0	0
Part II - Permitting Phase						
Task No 13 - Project Management Services during Permitting Phase						
13	PM Duties, Coordination, Maintain Database, Action Item Lists & Permit Records, BIM	$ -	0	0	0	0
Task No 14 - Identification of Permitting / Jurisdictions / Traffic / Phase I Audit						
14.1	Identify jurisdictional agencies and required permits and/or approvals	$ -	0	0	0	0
14.2a	Submit FAA Section 163 Determination (if needed)	$ -	0	0	0	0
14.2b	*FAA CATEX or NEPA EA (NOT INCLUDED)*	$ -	0	0	0	0
14.3	Traffic Study	$ -	0	0	0	0
14.4	Phase I Environmental Audit	$ -	0	0	0	0
14.5	Environmental Specialist / Wildlife	$ -	0	0	0	0
14.6	Other Permits	$ -	0	0	0	0
14.7	Prepare Memorandum of Findings	$ -	0	0	0	0
	Sub-Total:	**$ -**	**0**	**0**	**0**	**0**
Task No 15 - Meetings and Teleconferences w/ Agencies						
15	Conduct Meetings & Teleconferences w/ regulatory agencies and issue minutes	$ -	0	0	0	0
Task No 16- Meetings and Teleconferences with SRQ						
16	Conduct meetings and teleconferences with SRQ & Issue Minutes	$ -	0	0	0	0
Task No 17 - Filling Documentation						
17	Assemble filling docs for SRQ review and approval prior to filling	$ -	0	0	0	0
Task No 18 - Agency Submittals						
18	Issue Filing Documentation & Preparation of Memorandum	$ -	0	0	0	0
~~**Task No 19 - Hearings**~~						
~~19~~	~~Attendance at Hearings (if Needed)~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~
Task No 20 - Agency Reviews						
20	Respond to Agency Comments/Reviews & Issue Memornadum.	$ -	0	0	0	0
Task 21 - Agency Re-submittals						
21	Re-submit plans, narratives, calcuations to regulatory agencies	$ -	0	0	0	0
Task No 22 - FAA Submittals						
22	OE/AAA Airspace Request (If Needed)	$ -	0	0	0	0
Phase IIIa- Design Development (65%)						
Task No 23 - Project Management Services during Design Development Phase						
23	PM Duties, Coordination, Maintain Database, Action Item Lists, Scheduling	$ -	0	0	0	0
Task No 24 - Design Development						

SRQ INDUSTRIAL DEVELOPMENT LOT No 9

9/27/2023

Margulies Hoelzli *Architecture*

~~AECOM (EXCLUDED)~~

~~FAA / Peer Review~~

Task	Task Description	Fee	Total No of Hours	Associate Vice President	CAD Technician	Adminstrative
				$240	$150	$86
24	Prepare Design Development (65%) Drawings	$ -	0	0	0	0
Task No 25 - Design Calculations						
25	Assemble design calculation packages	$ -	0	0	0	0
Task No 26 - Preliminary Specifications						
26.1	Prelim front-end specs by reviewing SRQ provided Div 0 and Div 1 docs.	$ -	0	0	0	0
26.2	Develop preliminary technical specifications for each trade	$ -	0	0	0	0
	Sub-Total:	$ -	**0**	**0**	**0**	**0**
~~**Task No 27 - QA/QC**~~						
~~27~~	~~Perform internal quality control review on all design documents~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~
~~**Task No 28 - Schedule Coordination**~~						
~~28~~	~~Updated schedule~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~
~~**Task No 29 - Prepare Quantity Takeoffs**~~						
~~29~~	~~Prepare preliminary quantity takeoffs of bid items~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~
Task No 30 - Opinion of Probable Cost of Construction						
30	Prepare updated opinion of probable construction costs for each major element.	$ -	0	0	0	0
Task No 31- Meeting with SRQ						
31	Schedule & attend one (1) design review meeting with SRQ, and other stakeholders	$ -	0	0	0	0
Task No 32 - Responses to Comments						
32	Review and develop written responses to all comments received.	$ -	0	0	0	0
Part IIIb - Construction Documents Phase (100%)						
Task No 33 - Project Management Services during Construction Document Phase						
33	PM Duties, Coordination, Maintain Database, Action Item Lists, Scheduling,	$ -	0	0	0	0
Task No 34 - Contract Documents						
34	Prepare 100% Contract Drawings	$ -	0	0	0	0
Task No 35 - Specifications						
35.1	Review, Coordinate, and finalize front end specifications for bid package.	$ -	0	0	0	0
35.2	Finalize technical specifications manual for bid package.	$ -	0	0	0	0
	Sub-Total:	$ -	**0**	**0**	**0**	**0**
~~**Task No 36 - QA/QC**~~						
~~36~~	~~Perform internal quality control review on all design documents~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~
~~**Task No 37 - Final Quantity Takeoffs**~~						
~~37~~	~~Develop detailed quantity takeoffs of all bid items to refine opinion of cost.~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~
Task No 38 - Final Opinion of Probable Cost						
38	Finalize opinion of probable cost construction for each major element of the Project.	$ -	0	0	0	0
Task No 39 - Pre-Application Forms For AHJ Submissions						
39	Pre-application forms and requirements will be developed in preparation for permitting	$ -	0	0	0	0
Task No 40 - Meeting with SRQ						
40	stakeholders.	$ -	0	0	0	0
Task No 41 - Responses to SRQ Comments						
41	Review and develop written responses to all comments received.	$ -	0	0	0	0
Task No 42 - Submission to AHJ						
42	Submit Permit forms & drawings to AHJ	$ -	0	0	0	0
Task No 43 - Respond and Resubmit to AHJ Review Comments						
43	Review and develop written responses to all comments received and resubmit to AHJ.	$ -	0	0	0	0
Past IV - Bid Phase and Construction Admin Phase						
Part IVa - Bid Phase						
Task No 44 - Pre-Bid Conference						
44	Attendance at Pre-Bid Meeting	$ -	0	0	0	0
Task No 45 - Response to Bidders						
45	Respond to Bidders Questions / RFI's during ther Bidding and Award Phase	$ -	0	0	0	0
Task No 46 - Issue Addenda						
46	Issue Addenda to the Bid Docs Based on SRQ's review/approval	$ -	0	0	0	0
Task No 47 - Perform Bid Reviews						
47	Perform Bid Reviews and make recommendation for award	$ -	0	0	0	0
Part IVb - Construction Admin Phase (EXCLUDED)						
	Subtask a)					
Task No 48 - Submittal Reviews						
48	Review Shop Drawings during the construction phase	$ -	0	0	0	0
Task No 49 - RFI Responses						
49	Respond to contractor RFI's during the construction phase	$ -	0	0	0	0
Task No 50 - Periodic Observations (On-Site)						
50	Periodic Observations during the construction period.	$ -	0	0	0	0
Task No 51 - Attendance at Monthly Job Meetings (On-Site)						
51	Attend Job Meetings at site during construction period	$ -	0	0	0	0

SRQ INDUSTRIAL DEVELOPMENT LOT No 9

9/27/2023

Margulies Hoelzli *Architecture*

~~AECOM (EXCLUDED)~~ ~~*FAA / Peer Review*~~						
Task	**Task Description**	**Fee**	**Total No of Hours**	**Associate Vice President**	**CAD Technician**	**Adminstrative**
				$240	**$150**	**$86**
Task No 52 - Punchlist						
52	Prelim punch-list at 90% completion of the construction works.	$ -	0	0	0	0
Task No 53 - As-Builts						
53	Preparation of As-builts during the construction period	$ -	0	0	0	0
Task No 54 - Permit Closeouts						
54	Assemble & Submit Permitting Closeout documents	$ -	0	0	0	0
	~~Subtask b)~~					
~~Task No 55 - Main Point of Contact / Database~~						
~~55~~	~~MHA as Main Point of Contact maintaining communication & database.~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~
~~Task No 56 - Action Item List & Monitor Construction Progress~~						
~~56~~	~~Develop and maintain Action Item List during the course of the construction period.~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~
~~Task No 57 - Project & Cost Summary Schedules~~						
~~57~~	~~Review and track the Contractor's Master Project Schedule & Master Cost Summary~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~
~~Task No 58 - Attendance at Weekly Job Meetings (On-Site)~~						
~~58~~	~~Attend Contractor's Job Meetings at site on a weekly basis.~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~
~~Task No 59 - Monthly Progress Reports~~						
~~59~~	~~Preparation of monthly progress reports (12)~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~
~~Task No 60 - Change Order Reviews~~						
~~60~~	~~Review change order requests and make recommendations to SRQ for final action~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~
~~Task No 61 - Close out Documents~~						
~~61~~	~~Assemble & Submit Closeout documents~~	~~$ -~~	~~0~~	~~0~~	~~0~~	~~0~~
	Grand Totals	$ -	-	-	-	-

Margulies Hoelzli Architecture

SRQ INDUSTRIAL DEVELOPMENT
LOT No. 2 FACILITY
SARASOTA MANATEE AIRPORT AUTHORITY
Q-230007

Exhibit B – Overhead Sheets

September 27, 2023
1515 Ringling Blvd, Suite 800 ■ Sarasota, Florida 34236 ■ T 941.362.8800 ■ info@MarguliesHoelzli.com ■ www.MarguliesHoelzli.com

Tepedino & Company CPAs LLC
ACCOUNTANTS ■ ADVISORS

September 25, 2023

Re: Margulies Hoelzli Architecture , PLLC

To Whom It May Concern:

Please be advised that we currently serve as the independent accounts for Margulies Hoelzli Architecture, PLLC and have continued in such capacity for approximately 20 years.

Please be further advised that based on Margulies Hoelzli Architecture, PLLC's results from operations for the year ended December 31, 2022, The firm's overhead multiplier based on chargeable salaries, fringe benefits, and general and administrative expenses has been computed as follows:

	Office	Field	Combined
Multiplier	2.33	1.86	2.32

If we can be of any further assistance, please do not hesitate to contact the undersigned.

Sincerely,

Robert A. Tepedino

Managing Partner

Tepedino & Company CPAs LLC
www.tepedino.com
T: 516.683.1144
F: 516.683.1447
375 N Broadway, Suite 300
Jericho, NY 11753

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

This Office has completed a review of the self-certification information submitted by EG Solutions, Inc. for the period ending December 31, 2022. The rates we have accepted are listed below. The overhead rate is limited to the department cap. ***This Firm is not a Professional Services Firm as defined by Rule Chapter 14-75.***

REVIEW OF SELF-CERTIFICATION

CONSULTANT NAME	EG Solutions, Inc.	*F/Y Ended*	12/31/22	*Rate Expiration Date*	7/1/24
CPA'S NAME	Self-Certification	*DATE OF RECEIPT*	4/17/23	*Cert. DATE*	4/14/23

REPORT STATUS

REJECTED	*OT PREMIUM*	*Reimb. Actual Expenses*
X	Reimbursed (Excluded or Reimb)	YES

COST BASED RATES

OVERHEAD		DIRECT EXPENSE			
Home	*Field*	*Home*	*Field*	*FCCM*	*Published Fee Schedule*
169.62% *Capped*				0.000%	NO

FID # 59-2966588

Jeffrey B. Owens
Procurement Office
Florida Department of Transportation
850-414-4539
jeffrey.owens@dot.state.fl.us

Please note that Florida has a broad public records law and that all correspondence, including e-mail, may be subject to disclosure. However, Indirect Cost Rate information is protected by Title 23 U.S. Code 112.

Diversified Technology Consultants, Inc.

NOTES TO STATEMENT OF DIRECT LABOR, FRINGE BENEFITS
AND GENERAL OVERHEAD - CONTINUED

December 31, 2022

Note 6 - Summary of Overhead Rates

The following summarizes the allowable overhead rates incurred by the Company for the year ended December 31, 2022:

Description	Home Office	Field Offices
Fringe benefit rate	36.90%	32.04%
General overhead rate	151.24%	81.58%
Combined rate	188.14%	113.62%



Florida Department of Transportation

RON DESANTIS
GOVERNOR

JARED W. PERDUE, P.E.
SECRETARY

June 6, 2023

Elizabeth Schaffer, Marketing Coordinator
GEORGE F. YOUNG, INC.
299 Dr. Martin Luther King, Jr. Street North
St. Petersburg, Florida 33701

Dear Ms. Schaeffer:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 2 - Project Development and Environmental (PD&E) Studies

Group 3 - Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design
- 3.3 - Controlled Access Highway Design

Group 6 - Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies

Group 7 - Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.2 - Lighting
- 7.3 - Signalization

Group 8 - Survey and Mapping

- 8.1 - Control Surveying
- 8.2 - Design, Right of Way & Construction Surveying
- 8.4 - Right of Way Mapping

Group 13 - Planning

- 13.4 - Systems Planning
- 13.5 - Subarea/Corridor Planning
- 13.6 - Land Planning/Engineering

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2024, for contracting purposes.

Approved Rates

Home/ Branch Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Published Fee Schedule
214.55%	1.888%	Reimbursed	No	5.41%	Yes

Subsurface Utility Engineering Rates

Combined SUE Rate	$52.21 per hour
Subsurface Excavation Rate	$58.59 per hour
Electronic Designation Rate	$47.79 per hour

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,



Carliayn Kell
Professional Services
Qualification Administrator

Margulies Hoelzli Architecture

SRQ INDUSTRIAL DEVELOPMENT
LOT No. 2 FACILITY
SARASOTA MANATEE AIRPORT AUTHORITY
Q-230007

Exhibit C – Rates Schedules

September 27, 2023
1515 Ringling Blvd, Suite 800 ■ Sarasota, Florida 34236 ■ T 941.362.8800 ■ info@MarguliesHoelzli.com ■ www.MarguliesHoelzli.com

Margulies Hoelzli *Architecture*

HOURLY BILLING RATES

TITLE	BILLING RATE
Principal	$270 Per Hour
Project Executive / Senior Associate	$235 Per Hour
Project Manager	$195 Per Hour
Senior Production Director/Project Architect	$170 Per Hour
Production Director/Project Architectural Designer	$145 Per Hour
Architectural Designer/Senior Draftsperson	$125 Per Hour
Architectural Production/Draftsperson	$105 Per Hour
Administrator	$80 Per Hour

Note:

1. All out-of-pocket expenses, such as travel, computer, long-distance telephone calls, printing, courier service, mailings, special consultants, etc., shall be billed at cost plus 10%.
2. Above rates based upon a forty (40) hour week. Rates effective until December 31, 2023.

EG Solutions Inc.

2022-23 Fee Schedule

	Hourly Rate
Chief Engineer	$294
Principal	$289
Senior Consultant	$279
Senior Engineer	$184
Senior Technician/RPR	$144
Project Manager	$250
Project Engineer	$144
Staff Engineer	$115
Administrator	$110

SARASOTA BRADENTON INTERNATIONAL AIRPORT
BILLING RATE SUMMARY
Hanson Professional Services Inc.

7/12/2023

Employee Name		Classification	2023 Direct Hourly Rate	Audited Overhead 166.62%	Profit 15%	Fully Burdened Hourly Rate	Billing Rate Multiplier (Rounded)
Bloom, Lee	PE	Water/Wastewater Discipline Manager, Engineer VI	$ 70.94	$ 118.20	$ 28.37	$ 217.51	3.07
Coughenour, Tom		Construction Observation Discipline Manager, Engineer V	$ 58.17	$ 96.92	$ 23.26	$ 178.35	3.07
Doyle, Daniel	PE	Aviation Civil Engineer, Engineer IV	$ 43.83	$ 73.03	$ 17.53	$ 134.39	3.07
Duck, Jordan		Aviation Civil Designer, Engineer I	$ 35.10	$ 58.48	$ 14.04	$ 107.62	3.07
Helton, Greg		Aviation Project Manager, Engineer V	$ 56.74	$ 94.54	$ 22.69	$ 173.97	3.07
Menghini, Sadie		Project Administrator, Administrative V	$ 31.09	$ 51.80	$ 12.43	$ 95.32	3.07
Reynolds, Chris	PE	Aviation Civil Engineer, Engineer V	$ 50.53	$ 84.19	$ 20.21	$ 154.93	3.07
Ruffing, Julia	EIT	Aviation Civil Designer, Engineer II	$ 36.16	$ 60.25	$ 14.46	$ 110.87	3.07
Swafford, Blake	PE	Sr. Project Manager/Regional Vice President Aviation, Engineer VII	$ 96.15	$ 160.20	$ 38.45	$ 294.81	3.07
Tong, Xin	PE	Electrical Engineer, Engineer IV	$ 43.16	$ 71.91	$ 17.26	$ 132.33	3.07

FDOT Audited OH Rate:	166.26%
Facilities capital cost of money rate:	+ 0.357%
OVERHEAD:	166.62%
Profit:	15%
Billing Rate Multiplier	3.0661

MEP/FP Cost Estimating Lot 3

SCHEDULE A

2023 SCHEDULE OF FEES

DTC

CLASSIFICATION	YEAR 2023 HOURLY BILLING RATES
Principal	$ 278.00
Senior Project Manager	$ 247.00
Project Manager	$ 224.00
Senior Engineer	$ 206.00
Project Engineer	$ 176.00
Engineer/Planner/Designer	$ 146.00
L.E.P.	$ 221.00
Environmental Scientist	$ 135.00
Technician / CADD	$ 125.00
Construction Manager	$ 206.00
Construction Engineer	$ 176.00
Construction Representative / Sr. Field Engineer	$ 118.00
Admin.	$ 110.00
Messenger / Researcher	$ 58.00

Nonexempt personnel are required to be paid 1.5 times their hourly rate if required to work overtime.

Out of ordinary Direct Expenses will be billed in accordance with the attached sheet.

A 10% administrative charge will be added on all subcontracts and sub-consultants.

Invoices will be submitted once a month for services performed during the previous month.

Payment will be due within 30 calendar days of the invoice date. Interest charges of 1.0% per month will be applied to unpaid invoices over 30 days.

Rate table is subject to change at year-end

George F. Young, Inc. | Standard Rate Schedule |

(Rates listed below are PER HOUR, unless otherwise noted)

Structural Engineering	Rate
Principal Structural	$235.00
Structural III	$195.00
Structural II	$160.00
Structural I	$125.00

Per Diem (in Florida) | Standard per diem rates published by gsa.gov plus lodging at cost

Reimbursable Expenses | Sub consultant fees at cost plus 10%. Reimbursable expenses for prints, plots, reproductions at a rate of 3% of the total fee. Reimbursable mileage at the standard mileage rate for business travel published annually by the IRS. Client is responsible for direct payment of all application, permit, impact, recording, and bidding fees unless prior arrangements are made.

****** Standard rates are subject to annual increases. ******

Effective Date: January 2023

STEINBAUM AND ASSOCIATES, INC.

ECOLOGICAL CONSULTANTS

STEINBAUM AND ASSOCIATES, INC.
ECOLOGICAL CONSULTANTS
SCHEDULE OF FEES (05/2023)

HOURLY RATES	
Expert Testimony	$250/hr
Senior Scientist	$196/hr
Staff Biologist	$172/hr
Field Technical Staff	$147/hr
Ecological Monitoring Coordinator	$110/hr
Field Assistant	$127/hr
CADD Operator	$125/hr
Clerical	$ 77/hr

STANDARD REIMBURSABLE EXPENSES	
Mileage	U.S. Federal Rate
Black & White Copies	$0.25/page
Color 8 ½ x 11	$1.50/page
Color 11 x 17	$1.90/page
Faxes	$0.50/page
Plotting (Color)	$15.00/sq. ft.
Plotting (Black & White)	$3.00/sq. ft.
PVC Wetland Demarcation Stakes	$2.00/each

MARINE VESSELS	
19' Mako/Outboard Motor	$350 ½ day
Jon Boat (Shallow Sampling)	$100 ½ day

OTHER REIMBURSEABLES:
Reimbursable out-of-pocket expenses will be invoiced at cost + 15%. Such expenses may include: shipping and postage, subcontracted services, equipment rental, travel and living expenses (rental automobiles, meals, lodging).

P.O. Box 15437 • Sarasota, Florida 34277
Phone (941) 921-2707 • Fax (941) 921-2739
www.steinbaumecological.com

Enviro-Audit Compliance

Lot 9

	Ambers Hours			Joes Hours			
	Multiplier		**3.41**	**Multiplier**		**3.8**	
	Rate Billed	**$**	**75.00**	**Rate Billed**	**$**	**95.00**	
Task	**Hours Anticipated**			**Hours Anticipated**			
Administrative	5	$	375.00	2	$	190.00	
AutoCAD	2	$	150.00				
Regulatory File Review	5	$	375.00				
Historical Record Review	8.5	$	637.50				
Site Reconnaissance	3	$	225.00	3	$	285.00	
Interviews / Questionnaire Review	1	$	75.00				
Preparation of Phase I Report	10	$	750.00				**Lot 9**
Report Review				5	$	475.00	**Total For Project**
Totals		**$**	**2,587.50**		**$**	**950.00**	**$ 3,537.50**



TRUCKIN TRAFFIC, LLC
721 Gulf Boulevard, Suite 200
Indian Rocks Beach, Florida 33785
(727) 647-8196

Traffic Engineering Rate Schedule

Hourly Rate Schedule

Principal Professional Traffic Engineer	- $225 per hour
Jr Traffic Engineer	- $140 per hour
Engineering Technician	- $ 90 per hour
Administration Support	- $65 per hour

AGENDA ITEM NO. 7.11

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

APPROVAL: DEVELOPMENT AGREEMENT – CITY OF SARASOTA

EXECUTIVE SUMMARY: On November 6, 2023, the City Commission of the City of Sarasota approved a series of land use applications granting entitlements in Airport lands within the boundaries of City of Sarasota, which comprise 96.54 acres. One of the approvals terminates the 1985 Development of Regional Impact (DRI) development order and transfers any remaining entitlements to a Development Agreement that will vest those entitlements, as well as additional ones, for the next 10 years.

NARRATIVE: The Authority submitted land use applications to the City of Sarasota seeking termination of the Airport's 1985 DRI development order; transferring remaining DRI entitlements into the attached Development Agreement; approval of a General Development Plan; rezoning of 88.54 acres from the Governmental (G) district to the Intensive Commercial District (ICD); a major conditional use for aviation and surface passenger terminal uses; a site plan approval; and the removal of certain use restrictions on tenant hotels. The approvals sanction the recently completed cell phone and remote parking lots, as well as the proposed quick-turn-around rental car facility. For the acreage fronting on University Parkway, the approvals authorize the "SRQ Gateway Centre" which will eventually be developed by various tenants under long-term leases. The uses and intensities will be those reflected in a table, and they include fast food with drive-thru; high turnover sit-down restaurant; convenience store with gasoline and car wash; general retail; hotel; self-storage/mini-warehouse; general office; and drive-in bank. However, the Authority may also utilize a Land Use Equivalency Matrix to convert the approved land uses without having to amend the Development Agreement, as long as any increment of development within that area first obtains site plan approval.

RECOMMENDED MOTION: It is hereby recommended that the Sarasota Manatee Airport Authority approve the attached Development Agreement with the City of Sarasota, and authorize the Chairman to execute it.

DEVELOPMENT AGREEMENT

SARASOTA MANATEE AIRPORT AUTHORITY

THIS DEVELOPMENT AGREEMENT is made and entered into this ___ day of _____, 2023 by and between the City of Sarasota, Florida, a municipal corporation, herein referred to as "City", and the Sarasota Manatee Airport Authority, an independent special district of the State of Florida, herein referred to as "SMAA".

RECITALS:

A. The Applicant is fee simple owner of lands comprising the Sarasota Bradenton International Airport (hereinafter referred to as the "Airport), located partially in the City of Sarasota.

B. The lands that are to be subject to this Development Agreement, herein called the "Project Site", consist of 96.48 acres in the City of Sarasota, described in Exhibit "A", attached hereto, and graphically depicted as Blocks 1 through 14 on page 2 of the General Development Plan (GDP), attached hereto as Exhibit "B". The Project Site is generally bounded on the south by University Parkway; on the west by the southbound segment of Airport Circle; on the north by Air Cargo Avenue, and a line extending westward from that roadway which essentially runs between the short-term and long-term parking lots of the terminal complex; and on the east by a line parallel to and slightly west of the Seminole Gulf Railway line.

C. The Project Site consists of three functional areas:

1. Airport Infrastructure Area: This area embraces Airport Circle, the long-term parking lot; and areas north of Rental Car Road and south of Air Cargo Ave.; and it is comprised of GDP Block 4 (portions of PID 0001100005) and GDP Block 7 (combination of PID 0001090004; 0001090005; 0001090006; 0001090007; and 0001100007). This area consists of 64.62 acres which are zoned Government (G), but it is within the 88.85 acres to be rezoned to Intensive Commercial District (ICD) with a conditional use for aviation and surface passenger terminals, subject to a site plan. Existing improvements consist of the Airport entrance/exit road (Airport Circle), surface parking lots, a facilities building; and segments of the security fence and perimeter road around the edge of the Air Operations Area (AOA).

2. SRQ Gateway Centre: This area is east of Airport Circle, and north and east of Innovation Green. It is located between University Parkway and Rental Car Road, and it consists of GDP Blocks 1, 2 and 3 (a portion of PID 0001100005); GDP Block 5 (southern portion of PID 0001100005); GDP Block 6 (northern portion of PID 0001100005); GDP Block 8 (PID 0001160004); GDP Block 9 (PID 0001160006); and GDP Block 10 (PID 0001160003). This area consists of 24.52 acres which are zoned Government (G), but it is within the 88.85 acres to be rezoned to Intensive Commercial District (ICD) with a conditional use for aviation and surface passenger terminals, subject to a site plan. These 24.52 acres are described in Exhibit "C", attached hereto.

While these lands may continue to support Airport parking uses on an interim basis, the longer-term plan will be for development of commercial uses by tenants subject to ground leases. Existing improvements consist of rental car facilities, and an FAA transmitter.

3. Innovation Green: This area is on the northeast quadrant of the Airport entrance, and it consists of GDP Block 11 (PID 0001150003); GDP Block 12 (PID 0001150004); GDP Block 13 (PID 0001150001) and GDP Block 14 (PID 0001150005); owned in fees simple by the SMAA, but under long-term leases to four companies: SRQ 2, LLC (GDP Block 12); SRQ 3, LLC (GPD Block 11); SREH Sarasota, LLC (GDP Block 13); and Finergy SRQ Airport, LLC (GDP Block 14). These blocks, in combination, consist of 7.84 acres which are zoned Intensive Commercial District (ICD). The street addresses are 975 and 965 University Parkway and 1106 Rental Car Road. Existing improvements consist of the Hampton Inn and the Kompose Hotel together with an accessory restaurant and office space. GDP Block 14 serves as an access corridor for GDP Blocks 11, 12 and 13, and for the SMAA.

D. The Project Site is within Metropolitan Regional **Site 1** on the Future Land Use Map (FLUM). This classification is intended for airport activities, car rental agencies, hotels/motels, and development consisting of office, entertainment, education, commercial retail, and service, and church uses. Government (G) and Intensive Commercial Development (ICD) are the only two zoning districts that implement this classification.

E. On November 3, 1985, the City Commission adopted a Resolution approving the Sarasota Bradenton New Terminal Complex Development of Regional Impact (DRI). On April 3, 2000, the City Commission adopted Resolution No. 00R-1263, approving a substantial deviation to the DRI; and on May 17, 2004, the City Commission adopted Resolution No. 04R-1751 which was a second substantial deviation to the DRI. The latter resolution constituted the "DRI Development Order" until it was rescinded by Resolution No. 23R-3207, concurrently with the approval of this Development Agreement. The lands within the City limits embraced by the former DRI Development Order consisted not only of the Project Site, but also GDP Block 15, which is 3.88-acres in size and constitutes the right of way for General Spaatz Boulevard, and a parking lot abutting that right of way on the north. On April 28, 1988, the 3.88-acre parcel was leased by the SMAA to the Board of Regents (now known as the Florida Board of Governors) in exchange for lands that now comprise the exit leg of Airport Circle and the westerly portion of the Airport's long-term parking lot. Because the 3.88 acres are now incorporated into the campus of New College of Florida, they are not included in the Project Site for purposes of this Development Agreement.

F. Pursuant to the aforementioned Resolution No. 04R-1751, the 7.84 acres comprising Innovation Green were initially approved for 200,000 sf of professional office uses; a 150-seat quality restaurant; and 200 hotel rooms. That approval also contained a Land Use Equivalency Matrix allowing for the conversion of approved land use intensities from one land use to another without the necessity for a change to the DRI Development Order. The GDP blocks comprising Innovation Green were subsequently rezoned from the Government (G) district to the Intensive

Commercial District (ICD) by Ordinance Nos. 06-4661 and 07-4767; and site plans were approved (05-SP-25, superseded by 07-SP-16). Ordinance No. 19-5280 later allowed an increase from 200 to 300 hotel rooms, by utilizing the Land Use Equivalency Matrix.

G. Existing improvements within GDP Blocks 4 and 6 through 10, consist of the Airport entrance/exit road (Airport Circle); surface parking to the south and east of the air carrier terminal; and rental car facilities; an FAA transmitter; an airport facilities building; and segments of the security fence and perimeter road around the edge of the Air Operations Area (AOA). GDP Blocks 1 through 5 are vacant. Existing improvements on the GDP blocks comprising Innovation Green consist of the Hampton Inn (108 rooms) on GDP Block 13; and the Kompose Hotel (132 rooms) on GDP Block 13. GDP Block 11 is vacant; and GDP Block 14 is improved as a driveway.

H. Proposed improvements, herein called the "Project", shall consist of the following development:

1. Rental car facilities presently located on GDP Blocks 7, 8, 9 and 10, will be demolished and replaced with a new 51,146± sf rental car facility; a cell phone lot with an 825+ sf bathroom building will be developed on GDP Block 6 and the northeast corner of GDP Block 5; and a remote passenger parking lot will be developed primarily on GDP Block 3.

2. GDP Block 11, in Innovation Green, will be developed with a 60-room 4-story hotel, consisting of 55,046 square feet, as approved under Ordinance 19-5280.

3. GDP Blocks 1 thru 3, 5, 6, and 8 thru 10 will comprise the SRQ Gateway Centre which will eventually be developed by various tenants under long-term leases. As noted, however, GDP Blocks 1, 2, 3 and 6 and the northeast corner of GDP Lot 5, will be used for airport parking on an interim basis. The uses and intensities will be those reflected in Table 1, enclosed herewith, which include fast food with drive-thru; high turnover sit-down restaurant; convenience store (subject to Major Conditional Use approval) with gasoline and car wash; general retail; hotel; self-storage/mini-warehouse; general office; and drive-in bank.

4. Provided, however, the developers of GDP Blocks 1 thru 3, 5, 6, and 8 thru 11 (Innovation Green and the SRQ Gateway Centre), may utilize the Land Use Equivalency Matrix, reflected in Table 2, attached hereto, to convert the approved land uses without the necessity of amending this Development Agreement, provided that any increment of development within any block must first obtain site plan approval.

I. The SMAA has provided a transportation impact analysis estimating that the proposed development in the SRQ Gateway Centre will generate 731 net-new p.m. peak hour trips, as shown in Table 1, enclosed herewith. The DRI Development Order approved 2,791 p.m. peak hour trips for the Airport as a whole, but the traffic counts obtained from the most recent DRI Annual Monitoring Reports, indicate that existing Airport development generates 2,060 p.m. peak hour trips. Table 3, enclosed herewith, contains the relevant traffic data in the DRI Annual Monitoring Reports. Based on the current traffic data, there are 731 remaining vested p.m. peak hour trips that

can be used to offset the 731 net-new p.m. peak hour trips that are estimated to be generated by proposed development in the SRQ Gateway Centre.

J. Development under this Development Agreement shall be subject to the conditions set forth in Section 5, below.

K. Section 163.3180(2), Florida Statutes, provides that, consistent with public health and safety, potable water and wastewater facilities, solid waste and drainage, shall be in place and available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent.

L. In accordance with state law, Section IV-203 of the City of Sarasota Zoning Code, the City must issue a "certificate of concurrency" for the Project prior to the issuance of any development permit pertaining to the Project.

M. A certificate of concurrency for the Project cannot be issued unless a determination is made that the Project will not result in a reduction in the level of service standards for potable water and wastewater, recreation/open space; stormwater and transportation adopted by the Sarasota City Plan, as most recently amended prior to the date hereof, below their adopted level of service except as otherwise expressly permitted by the Florida Statutes and the Sarasota City Plan and the City Code.

N. All City Departments constituting the Development Review Committee have reviewed the applications and have determined and rendered a favorable concurrency determination.

O. In accordance with Section 163.3220, Florida Statutes, et. seq., the City is authorized to enter into a Development Agreement; SectionIV-1501 through SectionIV-1511 of the Zoning Code.

P. The first of two required public hearings on this Development Agreement was held by the City's Planning Board in its capacity as the City's Local Planning Agency commencing on September 13, 2023.

Q. The City's Planning Board/Local Planning Agency has reviewed this Development Agreement and has found same to be consistent with the Sarasota City Plan, as most recently amended prior to the date hereof.

R. The City's Planning Board has recommended approval of Application 22-DA-01 subject to the condition that the City and the SMAA undertake certain actions as hereinafter specified and that the timely performance thereof be guaranteed in an enforceable Development Agreement as authorized by Section 163.3220 through Section163.3243, Florida Statutes, and Section IV-1501 through Section IV-1511 of the Zoning Code.

S. The second public hearing on this Development Agreement was held by the City Commission on October 16, 2023, at which time the City Commission approved this Development Agreement and authorized the Mayor to execute this Development Agreement on behalf of the

City.

AGREEMENT

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

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.

2. Legal Description. The Project Site consists of 96.48 acres, described in Exhibit A, attached hereto, and they comprise all portions of the Airport within the City of Sarasota, other than the lands under lease to the Board of Regents, now called the Florida Board of Governors, for the use of New College of Florida.

3. Ownership. Fee simple title to all of the Project Site is held by the SMAA; subject to leasehold interests in Innovation Green (formerly, DRI Outparcel 5) which are held by SRQ 2, LLC as to GDP Block 12; SRQ 3, LLC as to GDP Block 11; SREH Sarasota, LLC as to GDP Block 13; and Finergy SRQ Airport, LLC, SRQ 2, LLC and SRQ 3, LLC as to GDP Block 14. It is contemplated that individual sites within SRQ Gateway Centre will be developed by commercial tenants pursuant to long-term leases with the SMAA.

4. Project Description. The Project shall consist of the improvements described in Recital H, above.

5. Conditions. The development authorized by this Development Agreements shall be subject to the following conditions:

a) The Project shall contain no residential uses.

b) Within GDP Blocks 4 and 7, the permitted uses and intensities shall consist of those non-residential uses that are accessory to the Airport, including but not limited to roadways, public parking areas and structures, rental car facilities and basic utilities; and shall be subject to the approved conditional use and site plan.

c) If developers utilize the Land Use Equivalency Matrix in Table 2 to convert the approved land use intensities from one land use to another, the City shall, during the site plan review process, confirm that the proposed conversion is in conformity with the matrix.

d) The maximum permitted height shall be 45 feet, provided that there is no height limit for aviation control towers. Pursuant to Article VI-102(p) of the Zoning Code, the height limitation does not include spires, belfries, cupolas, personal television antennae, water tanks, ventilators, chimneys, elevator shaft enclosures, or other appurtenances usually required to be placed above the roof level and not intended for human occupancy and in addition, the height limitation does not include non-habitable

architectural features, including roofs, extending no more above the eave of the roof than 6 feet for Project buildings.

e) All future development or redevelopment within GDP Blocks 1 thorough 14, shall be subject to site plan approval by the Planning Board, unless it is eligible for review as an administrative site plan under Sec. IV-501(c) of the Zoning Code. However, future development occurring in the SRQ Gateway Center, other than that related to aviation and passenger use, shall only be required to undergo site plan approval for their specific development parcels, without the necessity for amending Site Plan 22-SP-19.

f) The stormwater management system shall be designed, constructed and maintained so as to meet or exceed the applicable requirements of Chapter 62-330 Florida Administrative Code (FAC) and the Statewide Airport Stormwater Best Management Practices Manual (Airside BMP Manual) available from the Florida Department of Transportation and referenced in Rule 62-330.449 FAC. New construction shall use the most current updates of the Rules and the Airside BMP Manual for all new projects unless approved or directed otherwise by the Southwest Florida Water Management District (SWFWMD). An Environmental Resource Permit (ERP) issued by SWFWMD shall be evidence of compliance with this requirement and no further stormwater management system review by other local jurisdictions shall be required. The SMAA shall maintain and comply with a Storm Water Pollution Prevention Plan (SWPPP) for its operations as required by the National Pollutant Discharge Elimination System (NPDES) administered by the Florida Department of Environmental Protection. Best Management Practices for reducing water quality impacts shall be implemented. The SMAA shall be the entity responsible for operating and maintaining the master storm water management system and drainage facilities. During construction, the SMAA shall require that appropriate measures be taken to control erosion and sedimentation and prevent sediment, soils and lubricants from adversely impacting surface waters.

g) The SMAA shall use only the lowest quality water available to meet non-potable water demands of the expansion. In areas not suitable for wastewater reuse, landscaping shall utilize xeriscaping principles, except in areas set aside for bedding plants. Water-saving devices shall be required in the project as mandated by Section 553.14, Florida Statutes, known as the Florida Water Conservation Act. The SMAA shall identify the entity or entities responsible for maintenance and operation of any on-site wells by means of a written letter to the appropriate local governments. Prior to development of individual GDP blocks, the SMAA shall attain verification from the appropriate local government(s) that sufficient potable water and non-potable water (if applicable) supplies exist to meet the increased projected demands.

h) Prior to development of individual GDP blocks, the applicant shall attain verification from the appropriate local government supplying wastewater service, that wastewater treatment capacity exists to serve the additional demands associated with further Airport (and outparcel) expansion.

i) The SMAA shall provide to all outparcel tenants/developers information that: (a) indicates the types of wastes and materials that are considered to be hazardous and are to be stored or disposed of only in the specially-designated containers/areas; (b) describes construction requirements for hazardous waste holding areas; and (c) advises of applicable statutes and regulations regarding hazardous wastes and materials.

j) The proposed development shall be consistent with the GDP incorporated herein. The City Manager or his designee shall be the local official responsible for assuring compliance with this Development Agreement.

k) As each block or a portion thereof develops, the applicant shall submit a traffic analysis to evaluate the development site access safety and circulation in accordance with the Sarasota Zoning Code Appendix A - CONCURRENCY CALCULATION METHODOLOGY. Such traffic analysis shall assess on-site internal circulation and the external driveway connection to the new development proposed for the Block Site Plan under review as it interconnects with the development within the Project Site completed pursuant to previously approved Block Site Plans. The study shall take into account the safety and efficiency of circulation within the Project Site for all modes of travel and will be considered in the review and approval of each Block Site Plan. Prior to undertaking the Traffic Circulation Analysis, the applicant will meet with City Engineering staff to discuss the proposed Block Site Plan and assumptions and methodologies of the Traffic Circulation Analysis. City Staff will determine the need for a transportation concurrency study on a case-by-case basis based on the amount of net-new peak-hour trips estimated by the development, less any vested trips still available from DRI # 15. In the event that the development program exceeds the Trip Budget, the City may obtain a new traffic concurrency analysis at the applicant's expense or may determine that the change is minor and does not require new analysis. The new analysis may, at the option of the City, re-evaluate trip generation, distribution, and assignment from the project and may also re-evaluate the analysis network. Applicant acknowledges that a new traffic impact analysis conducted thereby could result in a determination that transportation concurrency requirements for the Project would not be satisfied if proposed development program is pursued. In such event, the applicant may elect not to pursue the new development program or, alternatively, to undertake such obligations as may be deemed necessary by the new analysis for the Project to satisfy applicable transportation concurrency requirements.

l) Additional sidewalks will be designed at the time of individual Block Site Plans and will be constructed prior to the issuance of the Certificate of Occupancy for those buildings.

m) Individual blocks will not be combined to allow development over or across Rental Car Road.

6. Duration. In recognition that the SMAA requires maximum time to determine the appropriate sequence of development, the construction approvals granted for the development of the Project Site shall remain valid until November 6, 2033, 10 years from the Effective Date of

this Development Agreement. whereupon they shall expire except with respect to increments of development for which Site Plan approval has been issued.

7. Other Required Findings. The City finds that:

a) this Development Agreement and the development proposed by this Development Agreement, i.e., the Project, are consistent with and further the Goals, Objectives and Action Strategies of the Sarasota City Plan, as most recently amended;

b) this Development Agreement meets the Purpose, intent and interests of Division 15 of Article IV of the Zoning Code and the development proposed is consistent with the City's Land Development Regulations; and

c) the requirements of concurrency for the proposed development as set forth in Section IV-203 of the Zoning Code have been satisfied. This concurrency determination shall remain in full force and effect for the Project during the Term hereof and shall not be subsequently revoked by the City or impaired by the City through subsequent development approvals for any phase.

8. Future Amendment. The parties acknowledge that this Development Agreement may be amended by mutual consent of the parties subsequent to execution in accordance with Section 163.3237, Florida Statutes and Sec. VI-1509 of the Zoning Code.

9. Consistency With Comprehensive Plan. The City's Planning Board, in its capacity as the Local Planning Agency of City, on September 13, 2023, recommended approval of this Development Agreement to the City Commission and specifically found that the Project and Development Agreement are consistent with the Sarasota City Plan, as amended, and with the Land Development Regulations of the City.

10. Effect of Development Agreement. The failure of this Development Agreement to address a particular permit, condition, term or restriction shall not relieve the SMAA of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions.

11. City's Acknowledgement of SMAA's Information. The City acknowledges that it has had an adequate opportunity to independently review and analyze and has reviewed and analyzed all information supplied by the SMAA and acknowledges all such information is adequate, complete and accurate.

12. Permits Required. The following is a description of all local development permits approved or needed to be approved for the development of the Project on the Project Site.

a) Resolution No. 23R-3207, rescinding the Development of Regional Impact approval obtained by the Sarasota Manatee Airport Authority with regard to the Sarasota Bradenton International Airport, etc. (Application No. 22-DRI-01);

b) Approval of this Development Agreement 22-DA-01 and General Development Plan 22-SP-17 for approval of a 51,146 +/- rental car facility, a cell phone lot with bathroom structure, a remote parking lot, a 60-room 4-story hotel on Block 11, as previously approved with Site Plan 18-SP-10; for subject property at 600 Airport Circle, 1151 Air Cargo Road, 1106 Rental Car Road, 1120 Rental Car Road, 1121 Rental Car Road, 1130 Rental Car Road, 1150 Rental Car Road, 1151 Rental Car Road, 1171 Rental Car Road, 1191 Rental Car Road, 965 University Parkway and 975 University Parkway;
c) Ordinance No. 23-5500, rezoning that certain parcel of real property totaling approximately 88.85 acres, more or less, located north of University Parkway which generally consists of the southernmost portion of the Sarasota Manatee Airport Authority property from the Governmental (G) Zone District to the Intensive Commercial District (ICD) Zone District; all as more particularly set forth herein, etc., (Application No. 22-RE-03);
d) Affirmance of the Planning Board recommendation to approve Major Conditional Use 22-CU-04 and Site Plan 22-SP-19, to allow construction of aviation and surface passenger terminal accessory uses which consist of surface parking, a rental car facility, and an airport maintenance facility as aviation and surface passenger terminal uses in the Intensive Commercial District (ICD) Zone District (Application No. 22-CU-04 and 22-SP-19);
e) Ordinance No. 23- 5501, amending Rezone Ordinance Amendment Ordinance No. 19-5280 which amended Rezone Ordinance Amendment Ordinance No. 07-4767 which, pursuant to Application No. 07-ROA-02 rezoned approximately 7.84 +/- acres of real property located at the northeast corner of University Parkway and Airport Circle with street addresses of 965 and 975 University Parkway and 1106 Rental Car Road, from the Governmental (G) Zone District to the Intensive Commercial District (ICD) Zone District and established maximum square footage for office uses and a maximum number of hotel rooms so as to substitute new development limitations upon the rezoned property by removing a stipulation that restaurant and office uses on these parcels can only be accessory to a hotel use; all as more particularly set forth herein, etc. (Application No. 22-ROA-02);
f) Driveway and right-of-way use and construction permits;
g) Building permits;
h) Such other local permits as may be needed to develop and construct the Project as are determined to be necessary by the City during the development review process.

13. Disclaimer of Joint Venture. SMAA and City represent that by the execution of this Development Agreement it is not the intent of the parties that this Development Agreement be construed or deemed to represent a joint venture or common undertaking between City and SMAA, or either, with any third party. While engaged in carrying out and complying with the terms of this Agreement, SMAA is an independent principal and not a contractor for or an officer or employee of City. SMAA shall not at any time or in any manner represent that it or any of its agents or employees are employees of City.

14. Successors in Interest. The burdens of the Development Agreement shall be binding upon, and the benefits of the Development Agreement shall inure to, all successors in interest to the parties to this Development Agreement. SMAA shall have the right to enter into lease agreements with tenants for the tenant's development of individual GDP blocks, or portions thereof.

15. Amendments. All amendments to this Agreement shall be ineffective unless reduced to writing and executed by City and SMAA, in accordance with Section IV-202 of the Zoning Code.

16. Applicable City Ordinances and Codes. In accordance with Section 163.3233, Florida Statutes and with Section IV-1508 of the Zoning Code, all the codes, policies and ordinances of City governing the development of the Project upon the date of execution of this Development Agreement shall govern the development of the Project for the duration of this Development Agreement, however, subsequently adopted ordinances and codes of the City that do not govern the development of land shall be applicable to the Project Site and are anticipated. Prior to the termination of this Development Agreement in accordance with Paragraph 31, below, the City may apply codes, policies and ordinances adopted subsequent to the execution hereof to the Project only if City has held a public hearing and made the determinations required by the above cited Florida Statute and Zoning Code provisions.

17. Recording of this Development Agreement. The City Auditor and Clerk shall, no later than fourteen (14) days after the execution of this Development Agreement by all parties, record this Development Agreement with the Clerk of the Circuit Court for Sarasota County; but it shall become effective as provided in Paragraph 18, below. SMAA shall bear the expense of recording this agreement. Additionally, the City may, at its option, mail a recorded copy of this Development Agreement to the State of Florida Department of Economic Opportunity.

18. Effective Date. This Development Agreement shall become effective upon the later of (1) the recording of a Notice of Effective Date (the "Notice") by the City Attorney in the public records of Sarasota County, Florida, advising that Resolution 23R-3207 has become effective, and (2) the recording of a copy of the Development Agreement in the public records of Sarasota County in accordance with Section 163.3239, Florida Statutes, and Sec. IV-1507 of the Zoning Code. If Resolution 23R-3207 shall fail to become effective within the time specified therein for it to become effective, resulting in the ordinance being invalidated, then this Development Agreement shall likewise be invalidated.

19. Notices.

a) All notices, demands, requests for approvals or other communications given by either party to another shall be in writing and shall be sent by registered or certified mail, postage prepaid, return receipt requested, by a recognized national overnight courier service, by hand delivery, by facsimile transmission or by e-mail, to the office for each party indicated below and addressed as follows:

To SMAA:

Fredrick J. (Rick) Piccolo AAE
President/CEO
Sarasota Bradenton International Airport
6000 Airport Circle
Sarasota, FL 34241
Tel: 941-359- 2770 ext.4200

Fax: 941-359-5054
Cell: 941-915-2058

With a copy to:

Charles D. (Dan) Bailey, Jr.
Williams Parker Harrison Dietz & Getzen
200 S. Orange Avenue
Sarasota, Florida 34236
Telephone: 941-329-6609
Facsimile: 941-366-5109
Email: dbailey@williamsparker.com

To the City:

Marlon Brown
City Manager
City of Sarasota
1565 First Street, Room 101
Sarasota, FL 34236
Telephone: 941-263-6405
Facsimile: 941-954-4129
Email: Marlon.Brown@sarasotaFL.gov

With a copy to:

Robert M. Fournier, Esq., City Attorney
Fournier and Connolly, P.A.
1 South School Avenue, Suite 700
Sarasota, FL 34237
Telephone: 941- 906-1199
Facsimile: 941- 362-0137
Email: robert.fournier@sarasotaFL.gov

b) Notices given by facsimile transmission or e-mail shall be on the date sent and received. Notices given by courier service or by hand delivery shall be effective upon delivery and notices given by mail shall be effective on the third (3rd) business day after mailing. Refusal by any person to accept delivery of any notice delivered to the office at the address indicated above (or as it may be changed) shall be deemed to have been an effective delivery as provided in this Paragraph. The addresses to which notices are to be sent may be changed from time to time by written notice delivered to the other parties and such notices shall be effective upon receipt. Until notice of change of address is received as to any particular party hereto, all other parties may rely upon the last address given.

20. Obligations, Rights and Remedies Cumulative. Unless specifically stated herein to the contrary, the specified rights and remedies to which either the City or the SMAA are entitled under this Agreement are not exclusive and are intended to be in addition to any other remedies or means of redress to which the City or the SMAA may lawfully be entitled and that are not specifically prohibited by this Agreement. The suspension on of, or delay in, the performance of its obligations by the SMAA, while the City shall at such time be in default of their obligations hereunder shall

not be deemed to be an "event of default." The suspension of, or delay in, the performance of the obligations by the City while the SMAA shall at such time be in default of its obligations hereunder shall not be deemed to be an "event of default" by the City.

21. Non-Action on Failure to Observe Provisions of this Development Agreement. The failure of the City or the SMAA to promptly or continually insist upon strict performance of any term, covenant, condition or provision of this Development Agreement, or any Exhibit hereto, or any other agreement, instrument or document of whatever form or nature contemplated hereby shall not be deemed a waiver of any right or remedy that the City or the SMAA may have, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.

22. Unavoidable Delay.

a) Any delay in performance of or inability to perform any obligation under this Development Agreement (other than an obligation to pay money) due to any event or condition described in subsection (b) as an event of "Unavoidable Delay" shall be excused in the manner provided in this Paragraph.

b) "Unavoidable Delay" means any of the following events or conditions or any combination thereof: acts of God, acts of the public enemy, riot, insurrection, war, act of terrorism, pestilence, archaeological excavations required by law, unavailability of materials after timely ordering of same, epidemics, quarantine restrictions, freight embargoes, fire, lightning, hurricanes, earthquakes, tornadoes, floods, extremely abnormal and excessively inclement weather (as indicated by the records of the local weather bureau for a five-year period preceding the Effective Date), strikes or labor disturbances, delays due to proceedings under Chapters 73 and 74, Florida Statutes, restoration in connection with any of the foregoing or any other cause beyond the reasonable control of the party performing the obligation in question, including, without limitation, such causes as may arise from the act of the other party to this Development Agreement, or acts of any Governmental Authority (except that acts of the City shall not constitute an Unavoidable Delay with respect to performance by the City).

c) An application by any party hereto (referred to in this paragraph (c) and in paragraph (d) as the "Applicant") for an extension of time pursuant to subsection (a) must be in writing, must set forth in detail the reasons and causes of delay, and must be filed with the other party to this Development Agreement within seven (7) days following the occurrence of the event or condition causing the Unavoidable Delay or seven (7) days following the Applicant becoming aware (or with the exercise of reasonable diligence should have become aware) of such occurrence.

d) The Applicant shall be entitled to an extension of time for an Unavoidable Delay only for the number of days of delay due solely to the occurrence of the event or condition causing such Unavoidable Delay and only to the extent that any such occurrence actually delays that party from proceeding with its rights, duties and obligations under

this Development Agreement affected by such occurrence.

23. Applicable Law and Construction. The laws of the State of Florida shall govern the validity, performance and enforcement of this Development Agreement. This Development Agreement has been negotiated by the City and the SMAA, and the Development Agreement, including, without limitation, the Exhibits, shall not be deemed to have been prepared by the City or the Developers, but by all equally.

24. Venue; Submission to Jurisdiction.

a) For purposes of any suit, action, or other proceeding arising out of or relating to this Development Agreement, the parties hereto do acknowledge, consent, and agree that venue thereof is Sarasota County, Florida. The parties agree that prior to any litigation being filed relating to this Development Agreement, the parties will seek to resolve any claim, dispute or controversy through informal negotiation, provided that such negotiation need not be undertaken if there is an imminent danger to public, health, safety or welfare.

b) Each party to this Development Agreement hereby submits to the jurisdiction of the State of Florida, Sarasota County and the courts thereof and to the jurisdiction of the United States District Court for the Middle District of Florida, for the purposes of any suit, action, or other proceeding arising out of or relating to this Development Agreement and hereby agrees not to assert by way of a motion as a defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper or that the subject matter thereof may not be enforced in or by such courts.

25. Complete Agreement; Amendments.

a) This Development Agreement, and all the terms and provisions contained herein, including without limitation the Exhibits hereto, constitute the full and complete agreement between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understanding, representations, correspondence and statements whether written or oral.

b) Any provisions of this Development Agreement shall be read and applied in para material with all other provisions hereof.

26. Captions. The article and section headings and captions of this Development Agreement and the table of contents preceding this Development Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Development Agreement or any part thereof, or in any way affect this Development Agreement or construe any article, section, subsection, paragraph or provision hereof.

27. Holidays. It is hereby agreed and declared that whenever a notice or performance under the terms of this Development Agreement is to be made or given on a Saturday or Sunday or on a legal holiday observed in the City, it shall be postponed to the next following business day.

28. Exhibits. Each Exhibit referred to and incorporated herein by reference is attached to this Development Agreement is an essential part of this Agreement.

29. Certification. The SMAA and the City shall at any time and from time to time, upon not less than ten (10) days prior notice by the other party execute, acknowledge and deliver to the other party (and, in the case of the City, to a Project Lender) a statement in recordable form certifying that this Development Agreement has not been modified and is in full force and effect (or if there have been modifications that this Development Agreement as modified is in full force and effect and setting forth a notation of such modifications), and that to the knowledge of such party, neither it nor the other party is then in default hereof (or if the other party is then in default hereof, stating the nature and details of such default), it being intended that any such statement delivered pursuant to this Paragraph may be conclusively relied upon by any prospective purchaser, mortgagee, successor, assignee of any mortgage or assignee of the respective interest in the Project, if any, of any party made in accordance with the provisions of this Development Agreement.

30. Survival of Warranties, Representations. The warranties, representations, covenants and obligations of the parties hereto shall be binding upon the parties and their respective successors in interest.

31. Termination. This Development Agreement shall automatically terminate and expire upon the occurrence of the first of the following:

a) the full performance by all parties hereto of each and every one of their respective obligations arising under the terms of this Development Agreement;

b) the revocation of this Development Agreement by the City Commission in accordance with Section 163.3235, FLORIDA STATUTES and Section IV-1510 of the Zoning Code; or

c) the execution of a written agreement by all parties, or by their successors in interest, providing for the cancellation and termination of this Development Agreement.

d) date certain of 10 years after the Effective Date of this Development Agreement.

32. Deadline for Execution. The failure of Owner and Developers to execute this Development Agreement no later than forty-five (45) days after the date on which the City Commission approved this Development Agreement shall cause this Development Agreement to be void and of no further force and effect.

[End of Text of Development Agreement]

EXECUTED BY the City of Sarasota, Florida this ___ day of _____, 2023.

CITY OF SARASOTA, FLORIDA

Attest:

By:_____
Kyle Battie, Mayor

_____
Shayla Griggs, City Auditor and Clerk

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing Development Agreement, containing _____ pages of text, was acknowledged before me by means of [ ] physical presence or [ ] online notarization this _____ day of _____, 2023, by Kyle Battie, Mayor, and Shayla Griggs, City Auditor and Clerk, well known to me to be the Mayor and City Auditor and Clerk, respectively, of the City of Sarasota, and who are personally known to me or who have produced _____ as identification.

(SEAL)

Notary Public _____
My Commission Expires:_____

EXECUTED BY Jeff Jackson, Chairman this ___ day of _____, 2023.

WITNESSES:

_____

Print Name:_____

_____

Print Name:_____

SARASOTA MANATEE AIRPORT AUTHORITY
a Florida public body and corporate,

_____

By: Jeff Jackson
Its: Chairman

Dated: _____, 2023

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing Development Agreement, containing ___ pages of text, was acknowledged before me by means of [ ] physical presence or [ ] online notarization this _____ day of _____, 2023, by Jeff Jackson, as Chairman of the Sarasota Manatee Airport Authority, a Florida body politic and corporate, who acknowledged that he executed it on behalf of the company. He is personally known to me or who has produced _____ as identification.

(SEAL)

Notary Public_____
My Commission Expires:_____

Approved as to form and
correctness:

_____
Robert M. Fournier, City Attorney

EXHIBIT A TO DEVELOPMENT AGREEMENT

(Legal Description of Project Site)
(96.48 acres)

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 36 SOUTH, RANGE 17 EAST, SARASOTA COUNTY, FLORIDA; THENCE RUN N 00°42'23" E ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 100.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF UNIVERSITY PARKWAY PER ROAD PLAT BOOK 4, PAGE 46, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; SAID POINT ALSO BEING THE **POINT OF BEGINNING**; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF UNIVERSITY PARKWAY, N 89°19'59" W, A DISTANCE OF 1374.52 FEET; THENCE N 85°16'17" W, A DISTANCE OF 169.43 FEET; THENCE
N 89°19'59" W, A DISTANCE OF 266.00 FEET; THENCE S 00°40'01" W, A DISTANCE OF 12.00 FEET; THENCE N 89°19'59" W, A DISTANCE OF 245.63 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 3334.06'; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°46'17", A DISTANCE OF 219.46 FEET; THENCE N 00°44'22" E, DEPARTING THE NORTHERLY RIGHT-OF-WAY LINE OF UNIVERSITY PARKWAY, A DISTANCE OF 718.05 FEET; THENCE N 43°21'41" W, A DISTANCE OF 139.87 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 936.93'; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°07'04", A DISTANCE OF 296.27 FEET TO A POINT OF CURVATURE OF A NON TANGENT CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 1703.02'; THENCE NORTHWESTERLY (CHORD N 22°19'29" W 171.85') ALONG THE ARC OF SAID CURVE, A DISTANCE OF 171.92 FEET; THENCE S 89°24'12" E, A DISTANCE OF 1167.14 FEET; THENCE N 17°18'45" E, A DISTANCE OF 14.34 FEET; THENCE S 83°31'56" E, A DISTANCE OF 134.23 FEET; THENCE S 89°18'08" E, A DISTANCE OF 2474.33 FEET; THENCE S 00°22'12" W, A DISTANCE OF 890.56 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF UNIVERSITY PARKWAY PER ROAD PLAT BOOK 4, PAGE 46, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, S 53°36'27" W, A DISTANCE OF 209.59 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 1003.74'; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°03'38", A DISTANCE OF 649.25 FEET; THENCE
N 89°19'55" W, A DISTANCE OF 349.31 FEET; THENCE N 70°52'27" W, A DISTANCE OF 15.83 FEET; THENCE N 00°42'33" E, A DISTANCE OF 2.98 FEET; THENCE N 89°19'59" W, A DISTANCE OF 40.16 FEET TO THE **POINT OF BEGINNING.**

CONTAINING A DESCRIBED AREA OF 96.48 ACRES OF LAND MORE OR LESS.

EXHIBIT B TO DEVELOPMENT AGREEMENT

General Development Plan for Sarasota Manatee Airport Authority
(incorporated herein by reference)

EXHIBIT C TO DEVELOPMENT AGREEMENT
Legal Description of SRQ Gateway Centre
24.52 acres

The following lands west of Old Bradenton Road:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 36 SOUTH, RANGE 17 EAST, SARASOTA COUNTY, FLORIDA; THENCE RUN N 00°42'23" E ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 100.00 FEET; THENCE N 89°19’59” W, DEPARTING SAID EAST LINE, A DISTANCE OF 39.84 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF UNIVERSITY PARKWAY PER ROAD PLAT BOOK 4, PAGE 46, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; SAID POINT ALSO BEING THE **POINT OF BEGINNING**; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF UNIVERSITY PARKWAY, N 89°19’59” W, A DISTANCE OF 962.43 FEET; THENCE N 00°23’30” E, DEPARTING THE NORTHERLY RIGHT-OF-WAY LINE OF UNIVERSITY PARKWAY, A DISTANCE OF 336.22 FEET; THENCE N 89°28’02” W, A DISTANCE OF 273.38 FEET; THENCE
N 00°23’30” E, A DISTANCE OF 294.77 FEET; THENCE S 89°28’02” E, A DISTANCE OF 1073.33 FEET; THENCE S 68°16’42” E, A DISTANCE OF 188.51 FEET TO A POINT ON THE WESTERLY LINE OF A VACATED RIGHT-OF-WAY PER OFFICIAL RECORDS INSTRUMENT 2004020582 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY LINE, S 00°42’33” W, A DISTANCE OF 9.16 FEET; THENCE N 89°17’27” W, A DISTANCE OF 10.00 FEET; THENCE S 00°42’33” W, A DISTANCE OF 555.99 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A DESCRIBED AREA OF 15.72 ACRES OF LAND MORE OR LESS.

Together with the following lands east of Old Bradenton Road:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA; THENCE RUN N 00°42'04" E ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 97.04 FEET; THENCE S 89°17'56" E DEPARTING SAID WEST LINE, A DISTANCE OF 40.00 FEET TO A POINT ON THE EAST LINE OF A VACATED RIGHT-OF-WAY PER OFFICIAL RECORDS INSTRUMENT 2004020582 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, SAID POINT ALSO BEING THE **POINT OF BEGINNING**; THENCE ALONG SAID EAST LINE,
N 00°42'33" E, A DISTANCE OF 298.91 FEET; THENCE N 89°17'27" W, A DISTANCE OF 10.00 FEET; THENCE N 00°42'33" E, A DISTANCE OF 264.01 FEET; THENCE S 88°59'15" E, DEPARTING THE EAST

LINE OF SAID VACATED RIGHT-OF-WAY, A DISTANCE OF 624.90 FEET TO A POINT

ON A LINE LOCALLY DESIGNATED AS THE RUNWAY PROTECTION ZONE (RPZ); THENCE ALONG SAID RPZ LINE S 36°49'40" E, A DISTANCE OF 499.90 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF UNIVERSITY PARKWAY PER ROAD PLAT BOOK 4, PAGE 46, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE WESTERLY (CHORD S 73°52'30" W 579.99') ALONG SAID NORTHERLY RIGHT-OF-WAY LINE BY A CURVE TO THE RIGHT WITH A RADIUS OF 1003.74 FEET AND CENTRAL ANGLE OF 33°35'10", AN ARC DISTANCE OF 588.38 FEET TO A POINT OF TANGENCY; THENCE N 89°19'55" W, A DISTANCE OF 349.31 FEET; THENCE
N 70°52'27" W, A DISTANCE OF 15.83 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A DESCRIBED AREA OF 9.92 ACRES OF LAND MORE OR LESS.

EXHIBIT D TO DEVELOPMENT AGREEMENT
TABLE 1

TABLE 1
SRQ GATEWAY CENTRE REZONE - SARASOTA MANATEE AIRPORT AUTHORITY (SMAA)
LAND USE INTENSITY AND TRIP GENERATION CALCULATIONS – PM PEAK HOUR

ITE Code	ITE Land-Use	Indep. Var.	Size	ITE Trip Rate (1)	Total Trips
934	Fast Food w/ DT Window	1,000 SF	5,675	33.03	187
932	H.T. Sit-Down Restaurant	1,000 SF	9,000	9.05	81
945	Convenience Store / Gas Station (None)	Adj ST PK Hr Traffic	2,700	0.12	324
822	Strip Retail Plaza (<40k)	1,000 SF	5,000	6.59	33
310	Hotel	# of Rooms	130	0.59	77
710	General Offce Building	1,000 SF	20,000	1.44	29
					731

(1) - SOURCE: ITE Trip Generation Manual 11th Edition.

EXHIBIT E TO DEVELOPMENT AGREEMENT
TABLE 2

TABLE 2

LAND-USE TRIP EQUIVALENCY MATRIX

				CHANGE TO								
		ITE CODE		934	932	945	822	310	151	710	720	912
		Land-Use		Fast-Food Restaurant with Drive-Through Window	H.T. Sit-Down Restaurant	Convenience Store/Gas Station VFP (16-24)	Strip Retail Plaza (<40k)	Hotel	Mini-Warehouse	General Office Building	Medical-Dental Office Building - Stand-Alone	Drive-In Bank
			Indep. Var.	1,000 SF	1,000 SF	1,000 SF	1,000 SF	# of Rooms	1,000 SF	1,000 SF	1,000 SF	1,000 SF
CHANGE FROM	934	Fast-Food Restaurant with Drive-Through Window	1,000 SF	1.00	0.27	2.39	0.20	0.02	0.00	0.04	0.12	0.64
	932	H.T. Sit-Down Restaurant	1,000 SF	3.65	1.00	8.72	0.73	0.07	0.02	0.16	0.43	2.32
	945	Convenience Store/Gas Station VFP (16-24)	1,000 SF	0.42	0.11	1.00	0.08	0.01	0.00	0.02	0.05	0.27
	822	Strip Retail Plaza (<40k)	1,000 SF	5.01	1.37	11.98	1.00	0.09	0.02	0.22	0.60	3.19
	310	Hotel	# of Rooms	55.98	15.34	133.81	11.17	1.00	0.25	2.44	6.66	35.61
	151	Mini-Warehouse	1,000 SF	220.20	60.33	526.33	43.93	3.93	1.00	9.60	26.20	140.07
	710	General Office Building	1,000 SF	22.94	6.28	54.83	4.58	0.41	0.10	1.00	2.73	14.59
	720	Medical-Dental Office Building - Stand-Alone	1,000 SF	8.40	2.30	20.09	1.68	0.15	0.04	0.37	1.00	5.35
	912	Drive-In Bank	1,000 SF	1.57	0.43	3.76	0.31	0.03	0.01	0.07	0.19	1.00

NOTES:

(1) - The equivalency factors contained in this table are based on the PM peak-hour trips rates from the ITE Trip Generation Manual, 11th Edition.

(2) - For land-uses not listed in this table, but allowed under the City of Sarasota Intensive Commercial District (ICD), the ITE trip rates and/or other nationally accepted trip generation sources, shall be used to calculate additional equivalency factors.

Example # 1: To convert from Strip Retail to Medical Office
Take the desired SF of Medical Office and multiply by the FROM ----> TO equivalency factor to get the equivalent SF of Strip Retail.
10,000 SF Medical Office * 1.68 (Strip Retail to Medical Office Equiv. Factor) = 16,680 SF Strip Retail.
To add 10,000 SF of Medical Office, you reduce Strip Retail by 16,680 SF.

Example # 2: To convert from Hotel to Mini Warehouse
Take the desired SF of Mini Warehouse (in 1,000's) and multiply by the FROM ----> TO equivalency factor to get the equivalent number of Hotel Rooms.
(93,000 SF Mini Warehouse /1,000 SF) * 0.25 (Hotel Equiv. Factor to Mini Warehouse) = 24 Hotel Rooms.
To add 93,000 SF of Mini Warehouse, you reduce the number of Hotel Rooms by 24.

Example # 3: To convert from Fast-Food w/DT to General Office
Take the desired SF of General Office and multiply by the FROM ----> TO equivalency factor to get the equivalent SF of Fast-Food.
7,000 SF of General Office * 0.04 (Fast Food to General Office to Equiv. Factor) = 280 SF Fast Food w/DT.
To add 7,000 SF of General Office, you reduce Fast-Food w/ DT by 280 SF.

Example # 4: To convert from Drive-In Bank to C-Store w/Gas
Take the desired SF of the C-Store and multiply by the FROM ----> TO equivalency factor to get the equivalent SF of Drive-In Bank.
2,600 SF C-Store * 0.27 (Drive-In Bank to C-Store Equiv. Factor) = 702 SF Drive-In Bank..
To add 2,600 SF of C-Store w/Gas, you reduce Drive-In Bank by 702 SF.

MIN / MAX DEVELOPMENT RIGHTS

LAND-USE	INDEPENDENT VARIABLE	MINIMUM	MAXIMUM
Fast-Food Restaurant with Drive-Through Window	1,000 SF	0	15,000
H.T. Sit-Down Restaurant	1,000 SF	0	33,000
Convenience Store/Gas Station VFP (16-24)	1,000 SF	0	11,000
Strip Retail Plaza (<40k)	1,000 SF	0	75,000
Hotel	# of Rooms	0	710
Mini-Warehouse	1,000 SF	0	140,000
General Office Building	1,000 SF	0	60,000
Medical-Dental Office Building - Stand-Alone	1,000 SF	0	60,000
Drive-In Bank	1,000 SF	0	8,000

EXHIBIT F TO DEVELOPMENT AGREEMENT
TABLE 3

TABLE 3
SARASOTA MANATEE AIRPORT AUTHORITY (SMAA) DRI
DRI VESTED TRIPS SUMMARY

	Total Trips (PM Pk-Hr)
DRI APPROVED TRIPS (2-way, PM peak-hour)	2,791 vph
YEAR 2022 DRI Traffic Monitoring Trips (2-way, PM peak-hour)	2,060 vph
REMAINING DRI TRIPS	731 vph
SRQ GATEWAY CENTRE REZONE REQUESTED TRIPS (TOTAL) (see Table 1)	731 vph
REMAINING DRI TRIPS after SRQ Gateway Center Rezone	**0 vph**

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AGENDA ITEM NO. 7.12

SARASOTA MANATEE AIRPORT AUTHORITY
NOVEMBER 27, 2023, MEETING
STAFF NARRATIVE

REQUEST TO AWARD LEASE AND CONCESSION AGREEMENTS TO PARADIES-SHELL FACTORY III, L.L.C., AND SSP AMERICA SRQ, L.L.C.

EXECUTIVE SUMMARY: Request to Award separate Lease and Concession Agreements to Paradies-Shell Factory III, L.L.C. and SSP America SRQ, L.L.C. for approximately 6,335 square feet of food, beverage, and retail concession space, and 6,321 square feet of food, beverage, and retail concession space, respectively.

NARRATIVE: Sarasota Manatee Airport Authority Request for Proposals P-230009, Concessions Redevelopment Program: Food, Beverage, and Retail Concessions (hereafter the "RFP"), was issued by the Airport Authority on May 23, 2023. The RFP was divided into two proposal packages and included a ten (10) year term lease and concession agreement for each package. Package No. 1 included 6,335 square feet of space at four (4) locations in Concourse B and Pre-Security, and Package No. 2 included 6,321 square feet of space at six (6) locations in Concourse B and the Ground Boarding Facility ("GBF").

Prior to release of the RFP, Staff commissioned a Concessions Design Manual by a leading airport architectural firm, Alliiance, that was incorporated in the RFP and aided in establishing the following minimum capital investment required in response to the RFP:

	Initial Capital Investment	Midterm Capital Investment
Food and Beverage	$450/SF	$75/SF
Pre-Security Seating	$100/SF	$25/SF
News & Convenience Retail	$350/SF	$50/SF

Prior to issuance of the RFP, Staff also commissioned a Concessions Redevelopment Plan by a leading airport concessions consulting firm, SI Partners, that established the following minimum and maximum concession fees, expressed as a percentage of gross receipts, required in response to the RFP:

	Concourse B	Pre-Secure & GBF
Food & Non-Alcoholic Beverages	14% - 17%	9% - 12%
Alcoholic Beverages	17% - 20%	9% - 12%
News & Convenience Retail	17% - 20%	10% - 13%

On September 8, 2023, proposals were received for Package No. 1 and Package No. 2 from the following companies: HMS Host Corp./Hudson Group ("Host/Hudson"), Master Concession Air, L.L.C./Marshall Retail Group ("MCA/MRG"), Paradies-Shell Factory III, L.L.C. ("Paradies"), and SSP America SRQ, L.L.C. ("SSP America") The minimum initial capital investment proposed by each firm were as follows:

	Package No. 1	Package No. 2
Host/Hudson	$5,354,424	$6,595,912
MCA/MRG	$7,178,450	$7,850,785
Paradies	$6,772,998	$8,049,915
SSP America	$7,504,900	$8,069,780

The concession fees proposed by Host/Hudson for Package No. 1 and Package No. 2 were as follows:

Package No. 1	Concourse B	Pre-Secure & GBF
Food & Non-Alcoholic Beverages	17.0%	9.0%
Alcoholic Beverages	20.0%	9.0%
News & Convenience Retail	20.0%	10.0%
Package No. 2		
Food & Non-Alcoholic Beverages	14.0%	12.0%
Alcoholic Beverages	20.0%	12.0%
News & Convenience Retail	20.0%	13.0%

The concession fees proposed by the other three companies for Package No. 1 and Package No. 2 were as follows:

	Concourse B	Pre-Secure & GBF
Food & Non-Alcoholic Beverages	17.0%	12.0%
Alcoholic Beverages	20.0%	12.0%
News & Convenience Retail	20.0%	13.0%

The Concessions Redevelopment Plan also established the required concepts, menu items and/or merchandise to be offered at each location, and the evaluation criteria to be used to rank each proposal received. The evaluation criteria included: 1) Brands and Concepts, 2) Design & Quality of Improvements, 3) Experience & Qualifications, 4) Management Personnel, 5) Operating and Marketing Plans, 6) Capital Investment and Source of Funds, and 7) Concession Fees Percentages.

Following receipt of the proposals, an Evaluation Committee of key personnel was established to rank the proposals received based on the evaluation criteria established in the RFP. Each criterion was ranked individually, and the individual rankings were totaled to arrive at a final ranking. Based on the Committee's assessment and the assessment of the Authority's consultants, the final ranking of proposals was determined as follows:

	Package No. 1	Package No. 2
Host/Hudson	4	4
MCA/MRG	2	2
Paradies	1	3
SSP America	3	1

The following brands are proposed by Paradies for Package No. 1, consistent with the Concession Development Plan:

Concourse B	Starbuck's Coffee
Concourse B	Mattison's City Grille
Concourse B	Seaside Mercantile
Pre-Security	Suncoast Trading & Bar w/Dunkin Coffee

The following brands are proposed by SSP America for Package No. 2, consistent with the Concession Development Plan:

GBF	Patricks 1481
GBF	Anna Maria Oyster Bar
GBF	Siesta to Go w/Pete's Coffee
Concourse B	Shoppes at Siesta Key w/Rise & Nyes Coffee
Concourse B	Whalburgers Restaurant
Concourse B	Motorwork's Brewing

Based on the assessment of the Authority's Evaluation Committee and the assessment of the Authority's consultants, the President/CEO hereby recommends that the Airport Authority Board approved the award of separate Lease and Concession Agreements for Package No. 1 and Package No. 2 to Paradies and SSP America, respectively, based on the proposals received, and authorize the Chairman to execute the appropriate Lease and Concession Agreement with each company.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority award separate Lease and Concession Agreement for Package No. 1 and Package No. 2 to Paradies-Shell Factory III, L.L.C. and SSP America SRQ, L.L.C., respectively, based on the proposals received, and authorize the Chairman to execute the appropriate Lease and Concession Agreement with each company.

ATTACHMENTS: 1) Proposed Lease and Concession Agreement with Paradies-Shell Factory III, L.L.C., and 2) Proposed Lease and Concession Agreement with SSP America SRQ, L.L.C.



SARASOTA
BRADENTON
INTERNATIONAL

LEASE AND CONCESSION AGREEMENT

SARASOTA BRADENTON INTERNATIONAL AIRPORT
SARASOTA, FLORIDA

BETWEEN

SARASOTA MANATEE AIRPORT AUTHORITY

AND

PARADIES-SHELL FACTORY III, L.L.C.

Effective Date: November 27, 2023

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EXHIBITS

The following Exhibits are attached hereto and are hereby incorporated and made a part of this Agreement:

Exhibit A Premises Exhibits
Exhibit B Permitted Brands, Products, Menus, and Prices
Exhibit C Monthly Concession Report
Exhibit D Development Schedule
Exhibit E Form of Guaranty of Agreement
Exhibit E Statement for Public Entity Crimes

LEASE AND CONCESSION AGREEMENT

This Lease and Concession Agreement ("Agreement"), made and entered into this 27th day of November, 2023, by and between **SARASOTA MANATEE AIRPORT AUTHORITY**, a body politic and corporate existing under the laws of the State of Florida, hereinafter referred to as "Authority", and **PARADIES-SHELL FACTORY III, L.L.C.,** a Limited Liability Company, organized under the laws of the State of Florida, authorized to do business in the state of Florida, whose principal place of business is 2849 Paces Ferry Rd., Ste. 400, Atlanta, GA 30339, hereinafter referred to as "Concessionaire", collectively hereinafter referred to as the "Parties".

W I T N E S E T H:

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

WHEREAS, the Authority has constructed an airline passenger terminal ("Terminal") at the Airport to serve the needs of the traveling public; and

WHEREAS, the Authority solicited that certain Request for Proposals No. P-230009, titled as Sarasota Bradenton International Airport Concession Redevelopment Program: Food, Beverage, and Retail Concession, dated May 23, 2023 ("Request for Proposals"), which Request for Proposals was divided into two Packages; and

WHEREAS, Concessionaire was determined by the Authority to submit the most preferred responsive and responsible proposal to construct, operate and maintain food, beverage, and retail concessions at the Airport in response to Package No. 1 of the Request for Proposals; and

WHEREAS, Authority desires to grant Concessionaire the non-exclusive right to lease, construct, operate and maintain certain food, beverage, and retail concessions at the Airport as defined in Package No. 1 of the Request for Proposals;

NOW THEREFORE, for in consideration of the foregoing and of the mutual covenants hereinafter contained, and other good and valuable consideration, Authority and Concessionaire (hereinafter the "Parties") hereby agree as follows:

ARTICLE 1
DEFINITIONS

The following words, terms, and phrases wherever used in this Agreement shall for the purpose of this Agreement have the following meaning:

A. Agreement – This Lease and Concession Agreement, and as used herein contemplates and includes the lease of space in the terminal and the right and obligation of Concessionaire to use such space to construct and operate a non-exclusive Concession, under the terms and conditions expressly set forth herein.

B. Agreement Year - The First Agreement Year shall begin on January 1, 2025. Each subsequent twelve (12) month period, October 1 through September 31, is another Agreement Year.

C. Airport – The Sarasota-Bradenton International Airport (SRQ), located in the City of Sarasota, Sarasota County and Manatee County, Florida, including real property, the fee simple title to which is vested in the Authority.

D. Airport Terminal - The passenger transportation facilities at the Airport, existing and under construction as of the Effective Date of this Agreement, and to be constructed during the Term of

this Agreement, known individually as the Main Terminal and Ground Boarding Facility, including all user movement areas, areas leased exclusively or preferentially to any third party, common areas and baggage claim areas therein and interconnecting hallways, concourses, and loading bridges.

E. Approved Project - As it applies to each Concession Location and any other portion of the Premises, Concessionaire's construction, furnishing, fixturing, and remodeling of such portion of the Premises as reviewed and approved in writing by Authority in accordance with Authority's Tenant Construction Permit.

F. Authority – The Sarasota Manatee Airport Authority, an Independent Special District created by the Legislature of the State of Florida, pursuant to Chapter 91-358, Laws of Florida as amended, which owns and operates the Airport, and its administrative staff which is charged with daily operations of the Airport.

G. Authority's Work - The work to be done by or on behalf of the Authority to prepare the Premises for the Concessionaire.

H. Capital Investment - Those dollars spent by Concessionaire in the actual construction, remodeling, furnishing, fixturing, and equipping of any portion of the Premises, including reasonable architectural and engineering fees relating thereto, as defined in Article 13.06 herein, in connection with an Approved Project for such portion of the Premises. Capital Investment includes:

- Leasehold Improvements: All improvements and equipment that are structural in nature or are affixed to the Premises and cannot be removed without material damage to the Premises including, but not limited to, mechanical, electrical, and plumbing work, floors, ceilings, demising walls, store fronts, lighting fixtures, and built-in shelving.

- Trade Fixtures: All furniture, fixtures and major equipment installed by Concessionaire within the Premises for use in its performance of the Concession which may be removed from the Premises without causing material damage to the Premises.

I. Commencement Date - The day the first Concession Location under this Agreement opens for business.

J. Common Areas - Those areas of the Airport Terminal that are not leased, licensed, or otherwise designated or made available by Authority for exclusive or preferential use by a specific party or parties.

K. Concession - The non-exclusive rights granted to Concessionaire by Authority to develop and operate a business to sell food, beverage and retail products and services to the public defined in Package No. 1 of the Request for Proposals and direct operations related thereto, in accordance with the terms, covenants and conditions of this Agreement.

L. Concession Location(s) - The locations, individually or collectively, within the Premises which are intended for the sale of Concessionaire's goods and services defined in Package No. 1 of the Request for Proposals.

M. Concessions Services - Concessionaire's Operating Obligations and other maintenance and repair performed by Authority on behalf of and for the benefit of Concessionaire as described in Section 15.03 hereunder.

M. Concessions Design Criteria - The compilation of Authority's design and construction standards established in Authority's Concessions Design Manual, as may be amended, governing all aspects of the Concessionaire's design and construction of the Premises, which Concession Design Manual is incorporated by reference in this Agreement. Authority reserves the right to amend the Authority's

Concession Design Manual from time to time during the Term of this Agreement. Any said amendment shall be binding on Concessionaire without need for amendment of this Agreement, provided that such amendments of the Authority's Concession Design Manual does not conflict with the other terms, covenants and conditions of this Agreement.

O. Concessionaire - The legal entity that is party to this Agreement who is bound by this Agreement to develop and operate the Concession at the Airport. Concessionaire shall include all approved sub-concessionaires of Concessionaire who are operating within the Premises pursuant to subleases with Concessionaire. In all provisions of this Agreement that require a person to comply with a specific provision requiring representation of Concessionaire, this person shall be an authorized official of Concessionaire.

P. Concessionaire's Obligations - The various maintenance, repair, and operating duties hereunder to be performed by Concessionaire, at its own cost and expense, in the performance of the Concession. The performance of the obligation by the Concessionaire, or payment to a third party for the performance of these obligations, are not rental payments or other considerations for the right to occupy real property but are acknowledgements by the Concessionaire of its obligation to maintain, repair, and otherwise keep the Premises in First Class condition.

Q. Concessionaire's Proposal - Concessionaire's Proposal submitted to the Authority in response to the Sarasota Manatee Airport Authority Request for Proposals P-230009, Concessions Redevelopment Program: Food, Beverage, and Retail Concessions, Package No. 1, issued by the Airport Authority on May 23, 2023, incorporated in its entirety in this Agreement by reference hereof.

R. Effective Date - The date of full execution of this Agreement by the Parties.

S. Expiration Date - The tenth (10^{th}) anniversary of the Project Completion Date.

T. FAA - The Federal Aviation Administration or any successor thereto.

U. First Class - A manner of operation of the Concessions, a standard of quality of materials and construction, or a standard of quality of food, beverages, products, and services, comparable to those of upscale shopping centers in the North Port, Sarasota-Bradenton Metropolitan Statistical Area and similar high-quality airport and non-airport retail and food service establishments.

V. Gross Receipts - The total amount of monies paid to or earned by Concessionaire at or from the Premises in its performance of the Concession, as further described in Section 6.01.

W. Minimum Annual Privilege Fee - The minimum amount payable by Concessionaire to Authority each Agreement Year for the Privilege Fee as further described in Section 6.03. The Minimum Annual Privilege Fee is hereinafter referred to as the MAPF.

X. Minimum Initial Capital Investment. The Initial Capital Investment expressed in dollars submitted as part of the Concessionaire's Financial Proposal in response to Package No. 1 of the Request for Proposals, incorporated by reference in this Agreement.

Y. Minimum Midterm Capital Investment. The Minimum Midterm Capital Investment expressed in dollars defined in Appendix E of the Request for Proposals.

Z. Notice to Proceed: As it applies to any portion of the Premises, the written notice from Authority to Concessionaire delivering possession of such portion of the Premises to Concessionaire to commence the initial Approved Project for such portion of the Premises, and which establishes the Shell Space Turnover Date and Required Completion Date for such portion of the Premises.

AA. NPSB Statistical Area - The North Port, Sarasota-Bradenton Metropolitan Statistical Area, as defined by the U.S. Office of Management and Budget.

BB. Percentage Fee - The annual fee paid by Concessionaire to Authority, as a portion of the Privilege Fee, calculated in accordance with Section 6.03.

CC. Premises - Specific areas of the Airport Terminal, or elsewhere at the Airport, that are leased to Concessionaire to operate the Concession as set forth herein.

DD. Privilege Fee - The annual fee paid by Concessionaire to Authority as consideration for the privilege of Concessionaire's rights to operate the Concession at the Airport comprised of the MAPF and Percentage Privilege Fee, defined in Article 2, Summary of Terms.

EE. Project Completion Date - The earlier to occur of (a) the opening for business of a Concession Locations following completion of an Approved Project, or (b) the date set forth in a Notice to Proceed by which Concessionaire must achieve Substantial Completion of an Approved Project, except as such date may be extended in writing by Authority in accordance with the provisions herein.

FF. Proposal – The proposal submitted by the Concessionaire in response to the Sarasota Manatee Airport Authority Request for Proposals P-230009, Concessions Redevelopment Program: Food, Beverage, and Retail Concessions, Package No. 1, issued by the Airport Authority on May 23, 2023, incorporated in its entirety in this Agreement by reference hereof.

GG. Public Airport Facilities – Public Airport Facilities shall include all necessary roadways, sidewalks, and/or other airport facilities appurtenant to said Airport, not specifically leased to or under the control of others.

HH. Rent- The annual amount payable by Concessionaire to Authority for the use and occupancy of the Support Space, as further described in Section 6.02.

II. Rent Rate - The fair market rental rate per square foot for the Support Space, as further described in Section 6.02.

JJ. Request for Proposals (RFP) - Sarasota Manatee Airport Authority Request for Proposals P-230009, Concessions Redevelopment Program: Food, Beverage, and Retail Concessions, divided into Package No. 1 and Package No. 2, issued by the Airport Authority on May 23, 2023, incorporated in its entirety in this Agreement by reference hereof.

KK. Substantial Completion - The stage in the process of construction of an Approved Project when Concessionaire (i) has received a Certificate of Occupancy and/or a Temporary Certificate of Occupancy to occupy and use of a Concession Location within the Premises, or a substantial portion thereof, or (ii) when Concessionaire is able to occupy and use a Concession Location within the Premises, or substantial portion thereof, for the purpose of opening a Concession Location for business. It is the intent of the Parties that the use of the term Substantial Completion in the context of this Agreement shall coincide with the application of that term in Florida Statute Section 192.042, so that the date on which Substantial Completion occurs under this Agreement shall be the same date relative to the imposition and levy of local ad valorem taxes.

LL. Support Space(s) - The non-selling locations, individually or collectively, within the Premises which are intended for the support of Concessionaire's operation of the Concession including, but not limited to, offices, commissary, and storage spaces.

MM. Tenant Construction Permit - The compilation of Authority's Concessions Design Manual, as may be amended, and all other standards, procedures, requirements, and rules and regulations governing Concessionaire's construction activities at the Airport which is incorporated herein by reference. Authority reserves the right to amend the Tenant Construction Permit ("TCP") during the Term. Any such amendment to the TCP shall be binding on Concessionaire without need for

amendment of this Agreement, provided that such amendment of the TCP does not conflict with the other terms and conditions of this Agreement.

NN. Term - The period beginning on the Commencement Date and ending on the Expiration Date.

OO. Terminal – The Main Terminal building, including but not limited to Pre-security, Concourse B, and the Ground Boarding Facility at the Airport serving the traveling public.

PP. TSA - The U.S. Department of Homeland Security Transportation Security Administration or any successor thereto.

QQ. Turnover Date - The date provided in a Notice to Proceed which makes a portion of the Premises available to Concessionaire to commence the Approved Project in such portion of the Premises.

RR. Unamortized Investment - The unamortized amount for that portion of the Premises at the time such amount is referred to herein, of Concessionaire's Capital Investment or portion thereof, using straight line amortization, without residual value, calculated by Concession Location, daily, over the period beginning on the latter of (i) the Approved Project Completion Date or (ii) the completion of an Approved Project to which such Capital Investment refers and ending on the Expiration Date.

ARTICLE 2
SUMMARY OF TERMS

The following table is a statement of key provisions of this Summary of Terms (hereinafter referred to as Summary of Terms).

2.01 Summary of Terms.

Effective Date	January 1, 2025
Commencement Date	Article 1.Q
Term of Agreement	Ten (10) Years
Concession Locations	Four (4) locations RFP, Package No. 1
Percentage Privilege Fee, Concourse B	
Food and Non-Alcoholic Beverage	17%
Alcoholic Beverages	20%
News/Convenience/Specialty Retail	20%
Percentage Privilege Fee, Pre-Sec/GBF<650,000	
Food and Non-Alcoholic Beverage	12%
Alcoholic Beverages	12%
News/Convenience/Specialty Retail	13%
Percentage Privilege Fee, Pre-Sec/GBF =>650,000	
Food and Non-Alcoholic Beverage	14%
Alcoholic Beverages	17%
News/Convenience/Specialty Retail	17%
Minimum Initial Capital Investment	$6,772,998
Minimum Mid-Term Capital Investment	RFP, Appendix E
Support Space Locations	None
Support Space Rental Rate	None

2.02 Modifications to Summary of Terms.

The Parties acknowledge and agree that certain provisions stated in the Summary of Terms are, as of the Effective Date, unknown or estimates. The Parties further acknowledge and agree that other provisions stated in the Summary of Terms are subject to change throughout the Term of this Agreement in accordance with the provisions of this Agreement. The Parties therefore agree to modify the Commencement Date of the Summary of Terms by letter executed by the President/CEO, without the need for formal amendment to this Agreement. All other modifications, if any, to the Summary of Terms shall be by formal written amendment to this Agreement.

ARTICLE 3
PREMISES

3.01 Premises Description.

The Authority hereby leases to Concessionaire and Concessionaire hereby agrees to lease from Authority the Premises within the Airport Terminal consisting of the Concession Locations and Support Spaces as listed and depicted in Exhibit A. The Premises includes**:**

A. Existing extrusions within the Premises which include plumbing lines, electrical lines, HVAC vents and ducts and data lines.

B. Facades and Walls shall include the façade and/or wall separating the front of the Premises from the Terminal common areas, the exact boundary is deemed to be the external face of the facade and/or wall.

C. Seating Areas that support the food and beverage locations, and the associated furniture and fixtures, trash receptacles, condiment stands, etc.

The total estimated areas of the Premises, Concessions Locations, and Support Spaces are listed in the Summary of Terms. No later than thirty (30) days after the Project Completion Date, the Concessionaire shall certify in writing the actual as-built areas of the Premises, Concession Locations, and Support Spaces. The Parties agree to modify the Summary of Terms and Exhibit A to incorporate such as-built areas, said modifications, if any, to be confirmed by letter executed by the Authority President/CEO, without need for formal amendment to the Agreement.

Concessionaire shall not install any seating, racks, stands, merchandise displays or trade fixtures in any Airport property outside the Premises without the express prior written consent of the Authority. In no event will Concessionaire engage in any activity at the Airport outside the without the express prior written consent of the Authority.

3.02 Additions and Deletions.

The Authority and Concessionaire may, during the Term and by mutual agreement, add additional space(s) or delete space(s) from the Premises. All space(s) added to the Premises pursuant to this Section 3.02 shall be subject to all the terms, covenants, conditions, and provisions of this Agreement and Concessionaire shall pay to Authority all rents, fees, and charges applicable to the additional space(s), if any, in accordance with this Agreement. In the case of deletions of space(s) from the Premises, rents, fees, and charges paid to Authority by Concessionaire shall be appropriately adjusted. The Parties agree to modify the Summary of Terms, Exhibit A, and Exhibit B as necessary, to incorporate space additions to the Premises and space deletions from the Premises by letter executed by the Director of Concessions and acknowledged by Concessionaire, without need for formal amendment to the Agreement.

3.03 Reclaiming of Premises.

Authority reserves the right to reclaim the Premises when, in the sole discretion of Authority, such reclaiming is necessary for the development or operations of the Airport or is in the best interest of Authority. Authority

will make a reasonable effort to identify other location(s) within the Airport Terminal containing substantially the same area, visibility, and exposure to passenger traffic as the portion(s) of the Premises being reclaimed (such other location(s), if any, hereinafter referred to as the Replacement Premises).

The Authority shall exercise such right to reclaim by giving Concessionaire not less than ninety (90) days' prior written Notice of Intent to Reclaim Premises specifying the effective date of the reclaiming and identifying Replacement Premises, if any. Concessionaire shall, by written notice given to Authority no later than thirty (30) days after receipt of Notice of Intent to Reclaim Premises, notify Authority of its acceptance of the Replacement Premises, if any, whereupon, as of the effective date provided in Authority's Notice of Intent to Reclaim Premises:

A. All the terms, covenants, conditions, and provisions of this Agreement shall continue in full force and effect and fully apply to the Replacement Premises.

B. Concessionaire shall move from the Premises, or portion(s) thereof being reclaimed by Authority, into the Replacement Premises on or before the effective date stated in the Authority's Notice of Intent to Reclaim Premises and shall vacate and surrender possession of the Premises or portion(s) thereof being reclaimed by Authority.

C. Subject to the provisions of this Agreement, Concessionaire shall be deemed to have accepted possession of the Replacement Premises in its "as is" condition as of the effective date stated in Authority's Notice of Intent to Reclaim Premises.

D. The Authority will pay the Concessionaire reasonable and proper moving expenses to include moving furniture, equipment, and other personal property onto the Replacement Premises. The concessionaire shall pay all other costs to improve and fit out the Replacement Premises.

In addition, Authority will pay to Concessionaire, within fifteen (15) days of the effective date stated in Authority's Notice of Intent to Reclaim Premises, an amount equal to the Unamortized Investment in the portion(s) of the Premises being reclaimed less any of the unamortized investment attributable to Trade Fixtures moved to the Replacement Premises.

The Concessionaire shall not be compensated, and the Authority shall not be liable for any inconvenience to the Concessionaire or for any interruption of the Concession, because of moving to Replacement Premises.

If no Replacement Premises are available, as determined solely by Authority, if Concessionaire fails to respond to Authority's Notice of Intent to Reclaim Premises within thirty (30) days after receipt of such notice or otherwise rejects the Replacement Premises, or if Authority deems the use(s) or concept(s) are not appropriate at the Replacement Premises, then the Agreement for the Premises or portion(s) thereof being reclaimed will terminate on the effective date provided in the Notice of Intent to Reclaim Premises and provisions of this Agreement related to termination shall apply.

The Parties agree to modify, within ten (10) days of the effective date stated in the Notice of Intent to Reclaim Premises, the Summary of Terms, Exhibit A and Exhibit B, as necessary, to delete the portion(s) of the Premises being vacated and incorporate the Replacement Premises, if any. These modifications shall be confirmed by letter executed by the Director of Concessions and acknowledged by Concessionaire, without need for formal amendment to the Agreement.

3.04 Minor Modifications.

The Authority shall have the right to make minor modifications to any portion of the Premises at the sole discretion of the Authority to accommodate Airport operations, security renovations, maintenance, or other work to be completed in the Terminal. Minor modifications are subject to all provisions in Section 4.02.

3.05 Ingress and Egress.

Concessionaire shall have the right of ingress to and egress from the Airport and the Premises for Concessionaire's officers, authorized officials, employees, agents, and invitees, including customers, suppliers of materials, furnishers of services, equipment, vehicles, machinery, and other property. The right of ingress and egress shall be subject to FAA Regulations, Authority's Rules and Regulations, Authority's Operating Directives, and all applicable rules and regulations, each as may be amended from time to time during the Term of this Agreement.

3.06 Acceptance of Premises.

Concessionaire accepts the Premises in its present condition, as is and with all faults. Authority shall not be obligated to construct additional improvements or to modify existing conditions, nor to provide services of any type, character, or nature, including any utilities or telephone/data service, on or to the Premises during the Term other than as explicitly stated in this Agreement.

3.07 No Warranty of Economic Viability.

Authority makes no warranty, promises or representations as to the economic viability of the Premises or Concessionaire's business concept(s) or any other matter pertinent to the potential or likelihood for success or failure of Concessionaire business operations. Concessionaire acknowledges that airline gate usage and other aspects of Airport operations are subject to change during the Term without notice and that the Authority makes no warranty regarding the location of airline gate usage. Except as is specifically set forth herein, Authority shall not, by virtue of the existence of this Agreement, be constrained in connection with its operation of the Airport.

ARTICLE 4
USE OF PREMISE

4.01 Concession Rights.

The Authority hereby grants to the Concessionaire, subject to all the terms, covenants, and conditions of this Agreement, the non-exclusive right to construct, operate, and maintain the Concession on the Premises. The Premises shall be used by Concessionaire only for the purposes of performing the Concession and agrees not to undertake any use not authorized by this Agreement.

4.02 Concession Locations.

Exhibit B, Permitted Uses, which is attached hereto and made a part hereof, sets forth the trade name for each Concession Location and a listing, by general category, of goods and services that Concessionaire is allowed to sell from each Concession Location. Such a list of the Permitted Uses shall constitute a limitation of the goods and services which may be sold at each Concession Location.

4.03 Support Space.

Support Spaces, if any, shall only be used by the Concessionaire for office and administrative purposes related to the operation of the Concession and the storage and preparation of products necessary for the operation of the Concession. No portion of the Premises shall be used to warehouse, stock, or store any goods, wares or merchandise not intended to be offered for sale at or from the Premises. All warehouse, stock, or storage of any goods, wares, merchandise, or other inventory shall be secured and located out of the public view.

4.04 Rights Not Exclusive.

The rights granted herein for the performance of the Concession shall be non-exclusive. The Authority may, at any time, award additional concessions and Terminal space to other parties who may have rights or may sell goods or products like those non-exclusively Concession granted herein. The Authority may, in its sole

discretion, grant exclusive rights to other concessionaires to sell goods or services that Concessionaire is not authorized to sell. In the event of a dispute between Concessionaire and any other party operating at the Airport as to the rights of the parties under their respective agreements, Authority shall determine the rights of each party and Concessionaire shall be bound by Authority's decision.

4.05 Use Restrictions.

Nothing in this Article should be construed as authorizing the Concessionaire to conduct any business separate and apart from the Concession or in areas in the Terminal or at the Airport other than the Premises. All rights and privileges not specifically granted to Concessionaire for its use of and operations at the Airport pursuant to this Agreement are hereby reserved to and for the Authority.

4.06 Permits and Licenses.

The Concessionaire shall secure and maintain throughout the Term all permits, certificates, licenses, or other authorizations required in connection with the operation of the Concession. Copies of all required permits, certificates, licenses, or other authorizations shall be appropriately displayed within the Premises and forwarded to the Authority upon issuance and each renewal.

4.07 Permitted Brands, Products, Menus and Prices.

Throughout the Term of this Agreement, unless otherwise amended in writing by the Parties, the Concessionaire's permitted brands shall be only those brands submitted by the Concessionaire to the Authority in Concessionaire's proposal to the RFP, Package No. 1. No later than thirty (30) days following the Effective Date of this agreement and thirty (30) days prior to the opening of each Concession Location, Concessionaire shall submit to Authority, for its written approval, a listing, in such detail as requested by Authority, of the menu of all products, goods, and services to be offered for sale and the prices for each at each Concession Location. Such listing, hereinafter referred to as the Product Price List, shall include the prices to be charged for all food, beverages, merchandise, goods, and services offered for sale. Once approved by the Authority, the Product Price List for each Concession Location shall remain in effect through the remainder of the Term unless first approved in writing by the Authority. Concessionaire shall not add, delete, or sell any food, beverages, merchandise, goods, or services not included on the Product Price List, or change the price of any food, beverage, merchandise, goods, or service on the Product Price List, without first receiving written approval from Authority, which approval shall not be unreasonably withheld or delayed. Written approval from the Authority shall serve to modify the Product Price List without need for a formal amendment of this Agreement. The Authority may, at its discretion, require the Concessionaire to add goods or services that are in public demand to the Product Price List for any Concession Location. Within ten (10) days of a written request by the Authority, Concessionaire shall provide a current Product Price List. Authority.

Concessionaire shall provide brand, merchandise, menus, and prices for all items at each Concession Location. Concessionaire shall update its brands, merchandise, menus, and pricing at each Concession Location and submit samples, photographs, or copies of each to the Authority for review, which merchandise, menus, and pricing shall be subject to the Authority's prior written approval. The Authority reserves the right to approve or disapprove any brand, merchandise, menu, or pricing at any Concession Location for any reason. The Concessionaire's initial schedule of brands is set forth in Exhibit G. The Concessionaire shall submit its initial schedule of merchandise, menus, and pricing to the Authority for review within thirty (30) days following the Effective Date of this Agreement. Thereafter, the said schedule of brands, merchandise, menus, and pricing shall be updated by Concessionaire and submitted to Authority for review on or before October 1 of each Agreement Year or as requested by Authority. Any brand, merchandise, menu, or pricing not approved in writing in advance by the Authority shall be immediately removed from the Premises by Concessionaire.

4.08 Hours of Operation.

Concessionaire shall keep the Concession Locations open for business beginning ninety (90) minutes prior

to the first scheduled airline departure, and continuously thereafter until the last aircraft departure has left the gate, twenty-four (24) hours per day, seven (7) days per week, 365 days per year, unless otherwise approved in writing by the Authority (the "Hours of Operation").

4.09 Extension of Store Hours.

Concessionaire agrees to that certain Concession Locations shall remain open beyond store hours for certain events including, but not limited to, the following:

A. In the event of a delayed flight in the Terminal or Ground Boarding Facility in which the Concession is located, Concessionaire shall remain continuously open and provide all food, beverages, goods and services as required by this Agreement for the Concession Location(s) nearest the related airline gate, beyond the then current store hours in the Main Terminal or Ground Boarding Facility which is experiencing the delayed flight until the delayed flight departs the gate or Authority otherwise instructs.

B. In the event of an emergency, as determined by Authority, Concessionaire shall remain continuously open and provide all food, beverages, goods, and services as required by this Agreement for the Concession Locations beyond the then current store hours as instructed by Authority.

4.10 Failure to Open.

Failing to open for the Concession Locations within thirty (30) minutes of the required Hours of Operation or closing more than thirty (30) minutes before the Hours of Operation, shall constitute a violation of this Agreement for which the Authority may assess fines in an amount of not less than $250 per hour for each Concession Location.

4.11 Operational Requirements.

The Concessionaire must dispose of all trash, debris, and grease, in areas and containers designated by the Authority. The Concessionaire may not place, leave, or permit to be placed or left in or upon any part of the common areas or corridors adjacent to the Premises, or elsewhere in the Airport, any garbage, debris, or refuse. The disposal of any trash, debris, or any components from Concessionaire's Concession shall be subject to local, state, and federal environmental laws and regulations to include adopted code of the NFPA.

ARTICLE 5
TERM OF AGREEMENT

5.01 Term of Agreement.

This Agreement shall be effective and binding upon the Parties as of the Effective Date. The Term of this Agreement shall begin on the Commencement Date and continue thereafter through the Expiration Date, as stated in the Summary of Terms, unless sooner terminated as herein provided.

5.02 Critical Dates.

For purposes of this Agreement, the critical dates shall collectively refer to the Effective Date, Commencement Date, Project Completion Date, and Expiration Date, collectively hereafter, the "Critical Dates", shall be the dates stated in the Summary of Terms. The Parties agree to memorialize in writing the final the Commencement Date, no later than thirty (30) days after the Project Completion Date, which may be confirmed by letter executed by the Authority and Concessionaire, without need for a formal amendment to this Agreement.

5.03 Holdover Provision.

Any occupancy and use of Premises by Concessionaire after the Expiration Date shall require the prior written approval of Authority and be on a month-to-month basis with all provisions of this Agreement, including all rent, fees, and charges, until such time that Authority gives written notice to Concessionaire to surrender the Premises. Notice to surrender the Premises shall be provided not less than thirty (30) days prior to the anticipated surrender date.

Any occupancy of Premises by the Concessionaire after the termination of this Agreement without the written approval of Authority constitutes a month-to-month lease on the same terms, covenants, and conditions as this Agreement. The Concessionaire shall pay Support Space Rent, MAPF, Privilege Fee, and all other rents, fees, or charges due for the entire holdover period for that portion of Premises where the Agreement has expired or been terminated. Support Space Rent, if any, shall be payable at double the annual rate for that portion of the Premises during the immediately preceding Agreement Year. No occupancy of any portion of the Premises by Concessionaire after the expiration or earlier termination of this Agreement with respect to such portion of the Premises shall extend the Term, except as a holdover tenancy. In the event of such holdover tenancy, Concessionaire shall indemnify Authority against all damages arising out of the Concessionaire's holdover tenancy, including but not limited to, any costs incurred by Authority to remove Concessionaire from the Premises, and all insurance policies and Security Deposits required to be obtained and maintained by Concessionaire, as set forth in this Agreement, shall continuously remain in full force and effect.

5.04 Rights and Obligations at Termination.

Concessionaire shall, upon termination of this Agreement, with or without cause, surrender the Premises to Authority peaceably, quietly, and in as good working order and condition as the same now are or may be hereafter improved by Concessionaire or Authority, reasonable wear and tear, and damage by casualty, which damage Concessionaire did not cause and is not required to repair or restore, excepted. Concessionaire shall remove all signage and provide temporary walls to seal all openings of the Premises as may be required by the Authority. The Concessionaire shall also provide to Authority all security badges, keys to doors, window displays, and any area of controlled access device to access the Premises or exist within the footprint of the Premises. Authority shall be entitled to exercise the non-judicial remedy of locking Concessionaire out of the Premises as a means of enforcing the Authority's right of repossession, regardless of whether Concessionaire is delinquent in any rents, fees, charges, or payments, including without limitation the de-activation of Concessionaire's security badges or credentials. The rights of de-activation shall not, and legally cannot, limit or otherwise affect the Authority's governmental police powers to de-activate security credentials for security or other governmental reasons.

Upon expiration or termination of this Agreement, Concessionaire shall, subject to the Authority's Lien described in Section 6.08, remove all furniture, fixtures and equipment installed by Concessionaire and Concessionaire proprietary property, inventory, and other personal property, and leave the Premises in broom clean condition. Any damage to the Premises caused by Concessionaire's removal of such furniture, fixtures, equipment, inventory, or property shall be immediately repaired by Concessionaire at Concessionaire's expense and to the satisfaction of Authority. Notwithstanding the foregoing, if Concessionaire fails to remove such furniture, fixtures, equipment, inventory, or property within ten (10) days from the date of expiration or earlier termination of this Agreement, then Concessionaire shall be deemed to have abandoned same and Authority shall have the right, at its option, and in its sole discretion, to take title to said furniture, fixtures, equipment, inventory, and/or property and sell, agreement, salvage, or dispose of the same in any manner permitted by law. Concessionaire shall have no right, interest, or claim in or to any proceeds of the sale or other disposition of such items. Any net expense the Authority incurs in disposing of such items shall be immediately reimbursed by the Concessionaire. No act by the Authority shall be deemed an acceptance of a surrender of the Premises. No acceptance of a surrender of the Premises shall be valid unless it is in writing and signed by the Authority.

5.05 End of Term Transition.

During the final Agreement Year, Authority plans to award and transition to a new agreement for food and beverage and retail services that may include rights to the Premises or portions thereof. If Concessionaire is not selected for the new agreement, Authority will notify Concessionaire in writing of the exact dates of a transition period. Concessionaire will cooperate fully with Authority and Concessionaire's successor to ensure an effective and efficient transition of the Premises and concession operations to the successor. Concessionaire acknowledges its responsibility to continuously perform the Concession in a First-Class manner during the transition to the successor.

ARTICLE 6
RENTS, FEES, AND CHARGES

6.01 Gross Receipts.

Gross Receipts include all monies paid or payable to Concessionaire for sales made, services rendered, and customer orders fulfilled at or from the Premises, regardless of when or where the customer order is placed (including outside the Premises), and any other receipts, credits, rebates, allowances, internet sales or revenues of any type arising out of or in connection with Concessionaire's or Concessionaire's sub-concessionaires' or agents' operations at the Premises, including, but not limited to, branding fees, marketing fees, merchandising fees, promotional allowances, performance allowances, online allowances, retail display allowances, and any other type of ancillary advertising or product placement fees, and other allowances and fees.

For purposes of this Agreement, Gross Receipts shall not include:

A. Any taxes imposed by law that are separately stated to and paid by a customer and directly payable to the taxing authority by Concessionaire.

B. Amounts and credits received from suppliers for products and merchandise returned by concessionaire.

C. Cash and credit card refunds to customers for merchandise returned.

D. Amounts and credits received in settlement of claims for loss of, or damage to, merchandise.

E. Insurance proceeds received from the settlement of claims for the loss of or damages to the Concessionaire's property at or on the Premises other than the proceeds from business interruption insurance.

F. Inter-company store transfers.

G. Florida Lottery sales.

H. United States Postal Service stamp sales.

I. Uniforms or clothing purchased by Concessionaire's employees where such uniforms or clothing are required to be worn by said employees.

J. Reimbursements from Concessionaire's sub-concessionaires for any taxes, fees, franchise or license fees, utilities or other services paid or provided by Concessionaire for or on behalf of its sub-concessionaires; provided, however, that any reimbursement more than the actual cost of such taxes, fees, franchise or license fees, utilities or other services shall be included in Gross Receipts.

K. Rental, fees, and charges paid to Concessionaire by its sub-concessionaires pursuant to the provisions of this Agreement; provided, however, that any such payment more than the amounts

required hereunder shall be included in Gross Receipts.

L. Gift cards sold at the Premises. When a gift card is redeemed or accepted as payment for a purchase at the Premises, the transaction must be reported as part of Gross Receipts.

M. Amounts for coupons and other forms of discounts, including but not limited to, Airport employee meals, complimentary customer meals, and the Airport employee discount described in Section 10.09, such that only the amounts received are ultimately included in Gross Receipts.

N. Gratuities for services performed by Concessionaire's employees paid by Concessionaire or by its customers except to the extent Concessionaire may be entitled to receive a portion of the gratuities.

6.02 Support Space Rent.

As consideration for the lease of Support Space granted herein, if any, Concessionaire will pay to Authority fair market rental value for all occupied space, equivalent to the then current "Signatory Airline Terminal Rental Rate" per square foot determined annually by Authority, effective October 1st each Agreement Year, which shall be subject to Florida sales tax. Rent shall be paid in monthly installments, in advance and without demand, beginning on the Commencement Date and on the first day of each month thereafter throughout the Term. The Rent to be paid monthly shall equal the sum of the total area of Support Spaces occupied by Concessionaire multiplied by one-twelfth (1/12th) of the Support Space Rent Rate plus applicable sales tax. For any period of less than one month during the Term, the Rent shall be calculated on a pro rata basis in the same proportion that the number of days in the payment period bears to the total number of days in the month for which the Rent is payable.

6.03 Privilege Fee.

In consideration of the rights granted herein to operate the Concession at the Airport, beginning on the Commencement Date, and continuing thereafter throughout the Term of this Agreement, Concessionaire shall pay to Authority each Agreement Year, and any portion thereof, a Privilege Fee equal to the greater of a Minimum Annual Privilege Fee (MAPF) or a Percentage Fee plus applicable sales or use tax as defined below. The payment of this Privilege Fee is not a payment of rent, but is a payment excluded from the tax imposed by Florida Statute Section 212.02(10)(j).

A. MAPF. Concessionaire shall pay the Percentage Fee only for the First Agreement Year. For each Agreement Year after the First Agreement Year throughout the Term of this Agreement, a Minimum Annual Privilege Fee will be established in an amount equivalent to eighty-five percent (85%) of the previous Agreement Year Percentage Fee. Each Agreement Year after the First Agreement Year, Concessionaire shall pay the greater of the Percentage Fee or MAPF. The MAPF for each Agreement Year shall be paid in equal monthly installments payable in advance and without demand on or before the first day of each month without interruption throughout the Term of this Agreement.

B. Percentage Fee. In addition to the MAPF, Concessionaire shall pay a Percentage Fee for each Agreement Year in an amount equal to Gross Receipts for the Agreement Year multiplied by the Percentage Fee Rate stated in the Summary of Terms, but only to the extent that such amount exceeds the MAPF for the Agreement Year. If the Percentage Fee calculated in accordance with this Section 6.03 is an amount less than the MAPF, no Percentage Fee shall be payable.

C. Payment of Privilege Fee. On or before the Project Completion Date, and the first day of each month thereafter, Concessionaire shall pay to Authority, in advance and without set off, deduction, prior notice, or demand, one-twelfth (1/12th) of the MAPF. For any payment period of less than one month, the MAPF payment shall be paid on a pro rata basis in the same proportion that the number of days in the payment period bears to the total number of days in the month for which the MAPF is payable.

Within ten (10) days after the end of each month during the Term, Concessionaire shall pay to Authority the Percentage Fee in the amount, if any, by which Gross Receipts for the Agreement Year to date , or the Agreement Year in which the month falls, multiplied by the Percentage Fee Rate exceeds the sum of MAPF and Percentage Fee previously paid for such Agreement Year, as shown on the Monthly Concession Report required in Section 9.02.

D. Other Charges. Concessionaire agrees to pay in a timely manner all other rates, fees and charges as Authority assesses, in accordance with its procedures and requirements in common with other concessionaires at the Airport, and that Concessionaire incurs in the normal course of operating the Concession.

6.04 Form of Payment.

All payments due under this Agreement shall be paid in lawful money of the United States of America. Authority may accept payment without prejudice to its right to recover the balance of said amount due and to pursue any other remedies in this Agreement or otherwise. The Concessionaire shall pay returned check fees as determined by Article 6.05 in the event of a returned check.

The Authority may require all payments of Rent, MAPF, Percentage Fee, and all other rates, fees, and charges to be made by Automated Clearing House electronic transfers, or other method as designated in writing by Authority. Concessionaire shall provide Authority with necessary information and authorizations as needed to facilitate such payments.

6.05 Worthless Checks.

In the event Concessionaire delivers a worthless check, draft, or electronic transfer to Authority in payment of any obligation arising under this Agreement, Concessionaire shall incur a service charge of Fifty Dollars ($50.00) or five percent (5%) of the face amount of such check, whichever is greater; or, if Florida Statute Sec. 832.07 is amended, such other fee as shall be set by said statute.

6.06 Submittal of Payments.

Concessionaire shall submit all payments to the Authority at the following address:

Finance Department
Sarasota Manatee Airport Authority
6000 Airport Circle
Sarasota, FL 34243-2105

All other reports, including the Statement of Gross Receipts shall be addressed as indicated in the Article entitled “Notices and Communications” in this Agreement.

6.07 Interest on Past Due Amounts.

Without waiving any other right or action available to Authority, in the event Concessionaire is delinquent in the payment of rents, fees, or charges hereunder or rightly due and owing by an audit of Concessionaire’s books and records as provided in Section 9.03 or elsewhere herein, and in the event Concessionaire is delinquent in paying to Authority any such rents, fees, or charges for a period of seven (7) days after the payment is due, Authority reserves the right to charge Concessionaire interest thereon, from the date such rents, fees, or charges became due to the date of payment, at the Federal Reserve Bank of New York prime rate in effect on the date the rents, fees, or charges became due plus four percent [FRBNY Prime plus four percent (4%)] or eighteen percent (18%) per annum, whichever is greater, to the maximum extent permitted by law.

The right of Authority to require payment of interest and the obligation of the Concessionaire to pay same shall be in addition to and not in lieu of the right of Authority to enforce any other provisions herein, including

termination of this Agreement, and to pursue other remedies provided by law. In the event of a dispute as to the amount to be paid, Authority shall accept the sum tendered without prejudice and, if a deficiency is determined to exist, interest shall apply only to the deficiency. The failure of the Authority to act in the event of a delinquent payment or series of payments shall in no way waive the right of Authority to act at a subsequent time. The Authority expects all rents, fees, and charges to be paid on time and Concessionaire agrees to pay on time.

Notwithstanding any other provision of this Agreement, and without limiting the other provisions of this Agreement concerning, among other things, events deemed to constitute a default of Concessionaire, Authority may, in Authority's reasonably discretion, terminate this Agreement upon written notice to Concessionaire if (i) there are recurring instances in which Concessionaire's payments required hereunder are not timely or are insufficient to cover sums actually due and payable; (ii) Concessionaire fails to maintain adequate records and accounts reflecting its business operations at the Airport and calculation of Gross Receipts under this Agreement; or (iii) Concessionaire fails or refuses to submit the formal supporting records as required herein.

6.08 Authority Lien.

Authority shall have a Lien upon all Equipment, Trade Fixtures and Personal Property of the Concessionaire placed in or on the Premises, to the extent permitted by law, for the purpose of securing the payment of all sums of money that may be due to Authority from Concessionaire under this Agreement. This Lien shall supersede any other lien including any Lien created in connection with Concessionaire's financing. Concessionaire is prohibited from pledging any Equipment, Trade Fixtures and/or Personal Property without prior, written permission of the Authority.

ARTICLE 7
ENPLANED PASSENGERS

7.01 Severe Decline in Enplaned Passengers.

For purposes of this Article 7, the following Defined Terms shall apply:

A. "Severe Decline in Enplaned Passengers" shall mean that the actual enplaned passenger traffic at the Airport during a one calendar month period of an Agreement Year is less than eighty percent (80%) of the enplaned passengers of the same one calendar month period of the previous Agreement Year, and such decline continues for three (3) consecutive months.

B. **"**Enplaned Passenger Stabilization" shall mean the enplaned passengers at the Airport for a particular calendar month in an Agreement Year equal or exceeds eighty percent (80%) of the enplaned passengers of the same month in the previous Agreement Year and such threshold is achieved for two (2) consecutive months.

7.02 MAPF Suspension.

If at any time during the Term of the Agreement there is a Severe Decline in Enplaned Passengers for three (3) consecutive months, then the MAPF shall be suspended temporarily as follows:

A. The MAPF suspension shall be effective on the first day of the first month immediately following the Severe Decline in Enplaned Passengers for three (3) consecutive months.

B. During such MAPF suspension period, Concessionaire shall be required to pay only the Percentage Fee, unless and until the MAPF is reinstated as provided below.

7.03 MAPF Reinstatement.

Once there is Enplaned Passenger Stabilization for two (2) consecutive months, the MAPF shall be reinstated, and will continue unless and until there is a subsequent Severe Decline in Enplaned Passengers for three (3) consecutive months, as follows:

A. Such MAPF reinstatement shall be effective on the first day of the month following an Enplaned Passenger Stabilization for two consecutive months.

B. In the event the MAPF is reinstated after the commencement of an Agreement Year, or other length of time for annual Gross Receipts accumulation, specified in the Agreement, the MAPF shall be pro-rated accordingly.

ARTICLE 8
SECURITY FOR PERFORMANCE

8.01 Security Options.

To secure payment for rents, fees, charges, and other payments required hereunder, Concessionaire will post with Authority a surety bond or irrevocable letter of credit drawn in favor of the Authority (hereinafter referred to as "Security Deposit"). The Security Deposit shall be maintained throughout the Term of this Agreement and any holdover or extension and shall be in an amount equal to the sum of the Rent plus MAPF payable to Authority hereunder for a period of three (3) months. The Security Deposit shall be issued by a bank or surety provider acceptable to Authority authorized to do business in the State of Florida and shall be in a form and content satisfactory to Authority. Each time the Security Deposit expires it shall be renewed at the amount equal to the sum of the Rent plus MAPF payable for a period of three (3) months immediately preceding each renewal. The Concessionaire shall provide the Authority with a renewal or replacement Security Deposit no later than sixty (60) days prior to the date of expiration.

The Concessionaire shall furnish the Security Deposit within ten (10) days prior to the Effective Date as security for the full performance of each provision of the Summary of Terms and this Agreement. Failure to maintain the Security Deposit as set forth herein shall be an Event of Default of this Agreement.

8.02 Application of Security Deposit.

In the event Concessionaire fails to perform the payment terms, covenants, or conditions of the Summary of Terms or this Agreement, Authority, in addition to any other rights and remedies available by law or in equity, may, at any time, apply the Security Deposit or any part thereof toward the payment of Concessionaire's obligations under the Summary of Terms or this Agreement. In such an event, within five days after written notice, Concessionaire will restore the Security Deposit to its original amount. The Authority will not be required to pay Concessionaire any interest on the Security Deposit.

8.03 Release of Security Deposit.

The release of the Security Deposit shall be subject to the satisfactory performance by Concessionaire of all terms, covenants, and conditions herein throughout the entire Term. Upon termination of this Summary of Terms, the release of Security Deposit will not occur until all rents, fees, charges, and other payments due to Authority are satisfied and Authority has accepted the findings of Concessionaire's audit or has successfully conducted an audit in accordance with the provisions of Section 9.03 or 9.04 of this Agreement. In the event of a dispute as to the condition of the Premises, only the amount in dispute shall be retained for remedy. The Authority shall release the Security Deposit without interest within thirty (30) days of meeting the above requirements.

8.04 Guaranty of Agreement.

This Summary of Terms is contingent upon execution of a Guaranty of Agreement by the person or entity

designated, in the form shown in Exhibit E, Form of Guaranty of Agreement.

ARTICLE 9
RECORDS, REPORTS, AND AUDITS

9.01 Accounting Records.

Concessionaire shall prepare and maintain continually throughout the Term of this Agreement, in accordance with Generally Accepted Accounting Principles (the "Accounting Standards"), complete and accurate books and records that include all financial transactions in the performance of this Agreement. Concessionaire's system of accounts shall allow each Concession Location to be distinguished from all other Concession Locations. Concessionaire shall maintain source documents sufficient to support its books, records, and reports. All monies related to this Agreement shall be deposited to and paid from a business bank account(s), the records for which shall be subject to review and audit in accordance with the provisions of this Agreement.

9.02 Financial Reports.

Concessionaire shall submit to Authority the following required financial reports, statements, and disclosures in the time, place, and manner as may be requested or prescribed from time-to-time by Authority throughout the Term of the Agreement:

A. Daily Gross Receipts. Upon request of the Authority, Concessionaire agrees to report Gross Receipts for each Concession Location for periods of less than one month in a format and frequency as requested by Authority.

B. Monthly Report. No later than ten (10) days after the end of each month during the Term, Concessionaire shall deliver to Authority a Monthly Concession Report, in a form as set forth in Exhibit C attached hereto, stating Gross Receipts for said month for each Concession Location and the calculation of Percentage Fee payable for said month.

C. Quarterly Statements. No later than thirty (30) days after the end of each calendar quarter during the Term, Concessionaire shall deliver to Authority a quarterly income statement signed by Concessionaire's chief financial officer or other duly authorized official of Concessionaire in such detail and form as may be specified by Authority, for each Concession Location, and for the total Premises.

D. Form, Frequency, and Method of Reporting. Acceptance of monthly reports and payments by Authority does not constitute agreement by Authority with the amounts reported and paid. Authority reserves the right to change the form and frequency of reports and statements, including, but not limited to, the Monthly Concession Report, and to require the submission by Concessionaire of other statistics and information pertaining to the Gross Receipts hereunder. Concessionaire agrees to submit the form of the required reports and statements as modified or requested by Authority and to provide any additional statistics and information Authority may request.

   Authority shall have the right at any time to require that reports be delivered electronically using technology and procedures designated by Authority. If Authority instructs Concessionaire to deliver any reports and statements required hereunder by computer, e-mail, internet website, or other electronic transmission, Authority shall not be obligated to furnish Concessionaire with the equipment or systems necessary to do so.

9.03 Annual Audit.

No later than ninety (90) days after the end of each Agreement Year during the Term, Concessionaire shall, at its sole cost and expense, provide an annual audit report by an independent Certified Public Accountant, licensed in the State of Florida and acceptable to Authority, of Concessionaire's monthly Gross Receipts

and the amounts paid to Authority as a Privilege Fee for the subject Agreement Year, or part thereof (hereinafter referred to as the "Annual Report"). There may be no limitation on the scope of the engagement that would preclude an auditor from expressing an unqualified opinion as to the correctness and completeness of the reported Gross Receipts. The engagement will include a Schedule of Gross Receipts and Privilege Fees for each month of the Concessionaire's operations in the Agreement Year, prepared in accordance with the Accounting Standards defined herein and reported in a format acceptable to Authority. The engagement shall be conducted in accordance with Generally Accepted Auditing Standards and shall include an opinion on whether the Schedule of Gross Receipts and Privilege Fees has been completely and accurately presented, calculated, and reported according to the terms of this Agreement.

The Authority reserves the right to challenge any findings or conclusions of the Annual Report if it believes an error may have occurred. In such event, Authority may conduct its own audit under the provisions of this Section 9.03 or may require production of the supporting documentation used to reach the finding or conclusion in question. The resolution by Authority of any dispute shall be final. Delivery of an Annual Report containing a qualified opinion, or an adverse opinion, or a disclaimer of opinion as defined in the Statements on Auditing Standards, as may from time to time be amended or superseded, issued by the Auditing Standards Board of the American Institute of Certified Public Accountants, or any successor board or agency thereto, shall be deemed a material breach and a default of this Agreement.

If the Concessionaire has paid to Authority an amount greater than Concessionaire is required to pay as Privilege Fee for an Agreement Year under the terms hereof, Concessionaire shall be entitled to a credit against Concessionaire's MAPF for the overpayment. If the Concessionaire has paid less than the amount required to be paid as Privilege Fee for such Agreement Year, then Concessionaire shall pay the difference to Authority in the next payment of the MAPF. If the amount paid as Privilege Fee by Concessionaire for such Agreement Year is more than two percent (2%) of the Privilege Fee due on any monthly period, or two percent (2%) in any Agreement Year, then Concessionaire shall immediately pay the shortfall plus the cost of the Annual Audit.

9.04 <u>Right to Perform Other Examinations.</u>

Notwithstanding Concessionaire's requirement to submit the Annual Report set forth herein, Authority, or its representative, will have the right through the expiration of the third year after the expiration or earlier termination of this Agreement, through its representatives, and at all reasonable times, to review all books, records, documentation, and agreements of Concessionaire and where applicable, all individuals or other business entities who are party to this Agreement, requested by Authority's representatives to substantiate the accuracy of reported Gross Receipts and Concessionaire's compliance with other provisions of this Agreement. This includes, but is not limited to, financial statements, general ledgers, sales journals, daily or periodic summary reports, inventory and purchasing records, cash register or computer terminal tapes or reports, bank deposit slips, bank statements, invoices, cancelled checks, tax reports/returns filed with state or federal entities, discount or rebate/allowance agreements, records of refunds or voids, and joint venture or partnership agreements. Such right of examination shall include cooperation by Concessionaire personnel, including, but not limited to, cooperation in sending confirmations to Concessionaire's suppliers or others, assisting Authority in obtaining from governmental entities official copies of tax reports/returns, and disclosing all bank or other accounts into which Gross Receipts are deposited, as reasonably considered necessary by Authority, or its representative, to complete the engagement. There may be no limitation in the scope of the engagement that would hinder the Authority in testing the accuracy and completeness of the reported Gross Receipts. All such books, records, documents, and agreements shall be kept for a minimum period of five (5) years after the close of each Agreement Year.

Engagements shall be conducted at the Airport. However, if agreed to by Authority, the engagement can be conducted at another location, in which event Concessionaire shall reimburse Authority for reasonable transportation, food and lodging costs associated with the engagement, accrued in accordance with Authority's Policy and Standard Procedure relating to Travel Expenses. The Concessionaire shall allow the Authority's representatives to photocopy any records the representatives determine to be necessary to conduct and support the engagement. Concessionaire shall provide Authority's representatives with retrievals of computer-based record or transactions the representatives determine to be necessary to

conduct the engagement. Concessionaire shall not charge Authority for reasonable use of Concessionaire's photocopy machine while conducting the engagement, nor for any cost of retrieving, downloading to storage media and/or printing any records or transactions stored in magnetic, optical microform or other media. Concessionaire shall provide all records and retrievals requested within seven (7) days of the request. The Parties recognize that the Authority would incur additional costs if records requested are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree that the Authority may assess liquidated damages in the amount of $100 per day for each record requested that is not received. Such damage may be assessed beginning on the eighth (8th) day following the date the request was made. Accrual of such damages will continue until specific performance is accomplished.

If, because of any engagement, it is established that Concessionaire owes additional rents, fees or charges to Authority, Concessionaire will pay such additional rents, fees and charges and Authority may assess interest in accordance with Section 6.07. If it is established that Concessionaire underreported Gross Receipts or underpaid fees related to Gross Receipts by three percent (3%) or more for the period under consideration, the entire expense of the engagement may be billed to Concessionaire. Any additional payments due shall be paid no later than Concessionaire's next payment of the MAPF, by Concessionaire to Authority. If it is established that Concessionaire underreported Gross Receipts or underpaid fees related to Gross Receipts by five percent (5%) or more for the period under consideration, Authority shall be entitled to terminate this Agreement for cause upon thirty (30) days' written notice, regardless of whether the deficiency is paid. If because of any engagement, it is established that Concessionaire has correctly reported or over reported Gross Receipts or has paid fees related to Gross Receipts equivalent to or greater than the sum due, Authority shall refund Concessionaire and the entire expense of the engagement shall be paid by Authority.

Concessionaire will include a provision providing Authority the same rights to initiate and perform audits, inspections, or attestation engagements in any sub-concessionaire agreement that it enters and cause its sub-concessionaires to similarly include the statements in further sub-concessionaire agreements.

ARTICLE 10
OPERATING STANDARDS

10.01 Monitoring of Performance.

It is the Authority's intention that Concessionaire's business be conducted in a manner to meet the needs of Airport passengers, guests, and employees and in a manner that will reflect positively upon the Concessionaire and Authority. The Concessionaire shall equip, organize, and efficiently manage the Concession to provide First Class food, beverages, products, and services in a clean, attractive, and pleasant atmosphere.

Authority in its sole discretion shall have the right to raise reasonable objections to the condition of the Premises, the quality and quantity of food, beverages, merchandise, the character of the service, the hours of operation, and/or the appearance and performance of service personnel, and to require any such conditions or practices objectionable to Authority to be promptly remedied by Concessionaire. If requested by the Concessionaire, the Authority shall submit its objections to Concessionaire in writing and provide Concessionaire an opportunity to reply to the objections within ten (10) days. Such a reply shall be given consideration by the Authority. The Authority's decision shall be final.

The Authority reserves the right to conduct periodic performance audits of the Premises to assure that all the operational, safety and compliance standards of this Agreement are consistently performed by Concessionaire. Concessionaire acknowledges that performance audits shall be conducted by Authority, or its representative, and hereby agrees to cooperate with all auditors performing performance audits. Performance audits may include minimum objective standards in any or all the areas of (i) product quality; (ii) merchandising, (iii) customer service; and (iv) cleanliness and maintenance.

To ensure consistent adherence to performance standards throughout the Term, the Authority reserves the

right to assess fines for violations of performance standards as set forth in Section 10.23. If Concessionaire fails to meet the minimum standards in any of these areas, Authority may, at its discretion, assess fines as set forth in Section 10.23 Repeated violations and deficiencies in performance by Concessionaire may be cause, at Authority's sole discretion, to terminate this Agreement.

10.02 Annual Review of Performance.

No later than ninety (90) days following the end of the first full Agreement Year after the Project Completion Date, and the end of each Agreement Year thereafter, Concessionaire and Authority will meet to review and evaluate the (i) product quality; (ii) merchandising, (iii) customer service, (iv) condition and maintenance, (v) sales performance, and (vi) operational performance of each Concession Location. During the review, Authority may determine, in its sole discretion, that the performance of one or more of the Concession Locations is unsatisfactory if one or more of the following occurred during the prior Agreement Year:

A. Sales per Enplaned Passenger were less than eighty percent (80%) of the Projected Sales per Enplaned Passenger for the Concession Location, as set forth in Concessionaire's Proposal to the Request for Proposals.

B. Sales per Enplaned Passenger were less than eighty-five percent (85%) of Sales per Enplaned Passenger for the same Concession Location during each of the two (2) preceding Agreement Years.

C. Scores on any secret shopper survey(s) conducted by Authority or its representative were less than eighty percent (80%) of the maximum achievable scores for the survey(s).

D. Scores on any operational survey(s) conducted by Authority or its representative were less than eighty percent (80%) of the maximum achievable scores for the survey(s).

10.03 Performance Remediation Plan.

If Authority determines, based on the performance criteria specified in this Section 10.03, that a Concession Location performed unsatisfactorily during the prior Agreement Year, Authority will provide written notice to Concessionaire. Within thirty (30) days of receipt of such written notice, the Concessionaire shall prepare and submit to the Authority, for its approval, a Remediation Plan, as described below, to improve the performance of the Concession Location.

The Remediation Plan shall include, but not be limited to, proposed remedial activities such as employee training, staffing changes, supervision changes, increased inspection, product quality changes, menu and pricing changes, merchandise and service modifications, facility refurbishment and repair, and/or replacement of concept or brand. Upon approval by Authority, Concessionaire agrees to diligently implement the approved Remediation Plan and further agrees to submit to Authority monthly reports on the progress of such implementation. If the approved Remediation Plan includes the replacement of a concept or brand, then Authority and Concessionaire will enter good faith negotiations concerning a concept or replacement brand. If the concept or brand replacement is mutually agreed to, the reimbursement for Unamortized Investment and the Capital Investment required for the concept or brand substitution shall be a component of the good faith negotiations.

In the event Authority determines, after six (6) months of implementation of a Remediation Plan, the subject Concession Location is still performing in an unsatisfactory manner, Authority reserves the right to require Concessionaire to replace the underperforming concept or brand, if not already replaced by the Remediation Plan. Within ninety (90) days of receipt of written notice from Authority requiring a replacement, Concessionaire shall submit to Authority a proposal for a brand or concept replacement plan. Such replacement plan shall include, but not be limited to, a detailed description of the brand or concept, food, beverages, products, and services to be offer for sale, capital expense required to re-brand, sales projections, and the specific timetable to replace the brand or concept. The Authority, in its sole discretion,

reserves the right to approve or deny the replacement plan and require Concessionaire to submit another remediation plan.

10.04 Operating Standards.

Concessionaire shall maintain throughout the Term of this Agreement the following minimum operating standards:

A. Authority's Standards. The occupancy and use by Concessionaire of the Premises and the rights herein conferred upon Concessionaire shall be subject to Authority's Rules and Regulations, and Operating Directives as are now or may hereafter be prescribed by Authority through the lawful exercise of its powers. Concessionaire agrees to operate the Concession in accordance with the requirements this Agreement and as may otherwise be required by the Authority.

B. Health and Safety Standards. Concessionaire shall comply with all health and sanitary regulations adopted by Authority, City of Sarasota, Sarasota County, State of Florida, and any other governmental authority with jurisdiction. Concessionaire shall give access for inspection purposes to any duly authorized representatives of all such governing bodies. Concessionaire shall provide Authority with copies of all inspection reports by other health and sanitary governing bodies within 48 hours of receipt. This paragraph does not require Concessionaire to waive any applicable attorney-client or attorney work product privileges.

C. Regulatory Compliance. Concessionaire shall comply with all applicable governmental laws, ordinances, rules and regulations, codes and permits in the conduct of its operations under this Agreement including, but not limited to, FAA and TSA regulations regarding product inspection, acceptance, and delivery to the Premises or procedures implemented by the Authority regarding these or any other regulatory matter.

D. Concessionaire's Standards. Concessionaire shall submit to Authority a copy of its standards, plans, and manuals for operations and customer service, at least thirty (30) days prior to Commencement Date, and as updated throughout the Term of this Agreement. The Concessionaire shall ensure continuous adherence to Concessionaire's own standards in addition to all other standards as set forth herein.

10.05 Quality of Products and Services.

Concessionaire shall ensure that all customers are provided First Class food, beverages, products and services, and Concessionaire shall keep in stock and have ready for sale at all Hours of Operation, a sufficient supply and variety of food, beverages, goods, and services offered for sale at each Concession Location, consistent with the Product Price List, to meet the demand of passengers and customers at the Airport.

If Authority identifies any deficiencies with respect to the operation of the Concession, including, without limitation, quality, variety, and quantity of goods or services offered for sale, Concessionaire shall be notified in writing by Authority and shall correct, or cause to be corrected, such deficiencies within seven (7) days, unless Authority authorizes in writing a longer period. If Concessionaire fails to correct each deficiency within seven (7) days after written notice is given by Authority, Authority may assess fines as described in Section 10.23.

Concessionaire shall develop and implement creative merchandising techniques to maximize customer satisfaction and Gross Receipts, including without limitation, food and beverage displays; retail merchandise displays; display shelves and cases; promotional displays; attractive and durable packaging; menu boards, table-top menus and displays, signage, lighting, pictures of food, beverages and retail merchandise, grab and go counters, and self-serve devices. Prices for all food and beverages, including alcoholic beverages, shall be displayed on menus or menu boards and available to all customers. All food, beverages, retail merchandise and other items sold or offered for sale shall be of high quality and

wholesome and must fully conform with all applicable food and drug laws, ordinances, and regulations, as well as Authority's Rules and Regulations and Operating Directives. Concessionaire's printed menus shall include the appropriate use of descriptive terminology that accurately and truthfully describes the food, beverages, services, or products being offered and the price for each item.

The Authority reserves the right to approve all merchandising and product displays. Concessionaire hereby affirms that Authority, in its sole discretion, has the absolute right to require that Concessionaire discontinue the sale of any product Authority deems unsatisfactory, distasteful, or inappropriate for any reason and to require Concessionaire to modify product displays for any reason. If the Concessionaire fails to comply with any such Authority request within one (1) day after written notice from Authority, Authority may assess fines as described in Section 10.23.

All franchise standards applicable to each Concession Location shall be met or exceeded. Copies of the franchise standards and performance audit forms shall be sent to the Authority prior to the first day of business at each such Concession Location. Concessionaire shall submit to Authority copies of all inspections conducted by the franchisor or mystery shopper service hired by the franchisor within ten (10) days of receipt by Concessionaire.

All food and non-alcoholic beverages on the menu should be made available for customers to carry out if they so request. The containers and plasticware for carry out should be recyclable, made of sustainable materials, high quality, and durable enough for the customer to take on an airplane. All carry out packaging must be approved by Authority for quality, usefulness, and durability.

10.06 Cleaning and Maintenance.

Concessionaire shall be solely responsible throughout the Term of this Agreement for the following cleaning and routine maintenance:

A. General Obligations. Concessionaire shall ensure that the Concession is continually maintained and operated in a First-Class manner and that the Premises are kept in a safe, clean, orderly, and inviting condition in a manner satisfactory to Authority. To comply with these requirements, Concessionaire shall regularly review or cause to be reviewed the condition of the Premises.

B. Janitorial Service. Concessionaire shall, at its own cost and expense, provide all janitorial services for the Premises. Concessionaire shall ensure that the Premises and the Common Areas adjacent to the Premises are kept clean and free from all dirt, rubbish, and refuse.

C. Pest Control. Concessionaire, at its cost and expense, is responsible for pest control for each Concession Location within the Premises. Concessionaire will provide a professional pest control service to provide pest control services on a regular basis and at any other times as needed to ensure the Premises are maintained pest free. Concessionaire will coordinate its pest control service with third parties as directed by Authority. Upon request, the Concessionaire shall furnish the Authority a copy of its pest control agreement and monthly service reports.

   The Authority, in its sole discretion, may elect to provide an agreement for pest control services on the Concessionaire's behalf. If the Authority elects to provide an agreement for pest control services on Concessionaire's behalf, Concessionaire shall pay its share of the cost of such services, in an amount determined by Authority. In such cases, the Concessionaire must cooperate with Authority's chosen pest control contractor.

D. Maintenance of Grease Removal Systems. If installed in connection with the Premises and used solely by Concessionaire, Concessionaire shall, at its own expense, regularly, but not less than four (4) times per year, inspect and clean its grease removal systems, whether located within the Premises or elsewhere in the Airport.

E. Preventive and Routine Cleaning and Maintenance Program. No less than thirty (30) days prior to the opening of any Concession Location, the Concessionaire shall establish a preventive and routine cleaning and maintenance program for the entire Premises. The provisions of the program shall be subject to the initial written approval and periodic review and approval by the Authority. Upon request by Authority, Concessionaire shall provide Authority a written schedule of Concessionaire's cleaning and maintenance program.

F. Routine Repair and Refurbishment. On or about the commencement of each Agreement Year, representatives of Authority and Concessionaire shall tour the Premises and jointly agree upon what, if any, routine refurbishment is required to maintain the Premises in First-Class condition. For purposes of this Section 10.06, refurbishment shall mean the routine repainting or redecoration of public areas within the Premises, including, but not limited to, the replacement or repair of worn carpet, tile, furniture, furnishings, fixtures, or finishes. The Concessionaire shall promptly undertake such refurbishment at its sole cost and expense. If Concessionaire and Authority cannot jointly agree upon the type and extent of refurbishment, Authority may determine, in its sole discretion, the refurbishment required.

G. Maintenance Personnel Program. Concessionaire agrees to employ sufficient personnel and provide necessary equipment to continually maintain the Premises and all furniture, furnishings, fixtures, and equipment clean, neat, safe, sanitary and in good working order and condition pursuant to the maintenance requirements of this Agreement.

H. Quality of Cleaning and Maintenance. The Authority shall be the sole judge of the quality of the Concessionaire's cleaning and maintenance of the Premises. Authority or its representative may at any time, without notice, enter the Premises to determine if cleaning and maintenance satisfactory to Authority is being performed. Performance by Concessionaire of cleaning and maintenance pursuant to a written cleaning and maintenance plan previously approved by Authority shall be conclusive evidence of satisfactory cleaning and maintenance unless Authority determines that there is a present and substantial danger, health, or safety hazard within the Premises. If the Authority determines that said cleaning and maintenance is not satisfactory, the Authority shall notify Concessionaire in writing. Concessionaire will perform the required cleaning and maintenance, to Authority's satisfaction, within fifteen (15) days after receipt of written notice or Authority or its representative shall have the right to enter upon the Premises and perform the cleaning and maintenance. The Concessionaire agrees to promptly reimburse Authority for the cost thereof, plus an administrative fee of fifteen percent (15%) of the cleaning and maintenance costs. Any dangerous condition, health or safety hazard discovered on the Premises shall be immediately corrected by the Concessionaire. The Authority reserves the right to close any Concession Location until any said condition is fully. corrected

10.07 Trash, Waste and Refuse.

The Concessionaire shall, at its own cost and expense, provide for sanitary removal and disposal of all trash, waste and other refuse caused because of the operation of the Concession. Piling boxes, cartons, barrels, receptacles, or other similar items in, or within view of the public or a Common Area shall not be permitted. The Concessionaire shall use designated locations, containers and transport routes for trash, waste and refuse removal and disposal guidelines as required from time to time by the Authority.

In transporting trash, waste and refuse associated with operating the Concession to and from the Premises, where not otherwise restricted or prohibited by this Agreement, Concessionaire shall use only carts, vehicles, or conveyances that are sealed, leak proof and equipped with wheels suitable for operating without damaging floor coverings and which are approved by Authority. Concessionaire shall not use the Airport shuttle system for the purpose of transporting trash, waste, or other refuse. The Authority reserves the right to require changes in Concessionaire's procedures for transporting of trash, waste, and other refuse, including permitted hours for transport, equipment used for each activity and routes of transport.

The plumbing facilities within the Premises and elsewhere in the Airport shall not be used for any purpose other than for the purposes for which they were constructed, and no solid or liquid foreign substance, trash, waste, or debris of any kind shall be deposited therein. The expense to repair any breakage, stoppage, or damage resulting from a violation of this paragraph, wherever the breakage, stoppage or damage occurs, shall be charged by Authority to Concessionaire, regardless of the cause.

The Authority reserves the right, if deemed to be in its best interests, to provide trash, waste and other refuse removal, disposal, and recycling services. In the event the Authority elects to provide these services on behalf of Concessionaire, Concessionaire shall pay its share of the cost of such trash, waste and other refuse removal, disposal and recycling services in an amount determined by Authority. If at any time during the Term, the Authority establishes an airport-wide recycling program, Concessionaire agrees to participate in any such program at its own cost.

10.08 Food Services Common Maintenance.

Responsibility for food service common maintenance shall be as follows:

A. Common Areas. The Authority will operate, clean, maintain and repair, for the benefit of Concessionaire, Common Areas, as defined herein. Concessionaire agrees to pay to Authority Concessionaire's share of the costs of such operation, cleaning, maintenance, and repair, in an amount determined by Authority. For purposes of this Section 10.08, the Common Areas are those portions of the Common Areas adjacent to and primarily intended for public seating, containing tables and chairs for use by customers, to consume purchases from Concession Locations.

B. Grease Traps and Interceptors. Authority will clean, maintain, and repair, for the benefit of Concessionaire, all grease traps and grease interceptors located along common sewer lines. Concessionaire agrees to pay to Authority Concessionaire's share of the costs of such cleaning, maintenance, and repair, in an amount determined by Authority.

10.09 Menus and Pricing.

A. Pricing Standard. Concessionaire acknowledges Authority's objective to provide Airport passengers, guests, and employees high quality products and services at reasonable prices. Accordingly, Concessionaire agrees that all food, beverages, products, and services sold by Concessionaire shall be comparable in price to similar or equivalent food, beverages, products, and services sold in comparable off-Airport locations within the North Port, Sarasota-Bradenton Statistical Area as follows (such pricing hereinafter referred to as Pricing Standard). The required Pricing Standards shall be as follows:

1. For food, beverage, and merchandise with a pre-printed price affixed by the manufacturer or distributor, the selling price at the Airport shall not exceed the pre-printed price.

2. For nationally and locally branded Concession Locations that are also represented off-Airport in the North Port, Sarasota-Bradenton Statistical Area, the selling price for food, beverages, products, and services at the Airport shall not exceed the selling price for the same food, beverages, products, and services at the closest off-Airport establishment of the same brand name by more than ten percent (10%).

3. For all non-branded, proprietary, or branded Concession Locations not represented off-Airport in the North Port, Sarasota-Bradenton Metropolitan Statistical Area, the selling price for food, beverages, products, and services at the Airport shall not exceed the average selling price for similar or equivalent food, beverages, products, (of like size and quality) and services at three Price Benchmark Establishments, as described below, by more than ten percent (10%).

B. Price Benchmark Establishments.

No less than forty-five (45) days prior to the opening of a Concession Location, Concessionaire must submit to Authority for its approval the names and addresses of at least three (3) business locations for each food, beverage, product, or service, or substantially similar menu item within the North Port, Sarasota-Bradenton Metropolitan Statistical Area that Concessionaire proposes to use to determine compliance with the Pricing Standard stated above. The business locations must be comparable in concept, size, ambiance, service style, and quality to the Concession Location and, to the extent practical, be the same business locations as identified in Concessionaire's Proposal. Venues specifically excluded from consideration as comparable business locations include entertainment or sports venues, other transportation terminals, amusement parks, zoos, resorts, and hotels.

Once approved by the Authority, the business locations (hereinafter referred to as the Price Benchmark Establishments) shall be used as the basis for price comparisons during the remainder of the Term. In the event any of the Price Benchmark Establishments ceases operations or, in the sole discretion of Authority, alters its concept, branding, service style, merchandise selection, pricing or menu to no longer be a valid comparison, Concessionaire must propose a substitute Price Benchmark Establishment for approval by Authority.

If Price Benchmark Establishments cannot be determined by Concessionaire as described above, then Authority will identify local area business locations like Concessionaire's Concession Locations at the Airport to be deemed as Price Benchmark Establishments.

1. Price Surveys. No later than thirty (30) days prior to the opening of a Concession Location and prior to the beginning of each Agreement Year, Concessionaire shall, at its own expense, prepare a product and price survey of the Price Benchmark Establishments that demonstrates, to the satisfaction of Authority, Concessionaire's compliance with the Pricing Standard.

2. Price Changes. Throughout the Term, Concessionaire may request changes to pricing once every four (4) months, or more frequently as agreed to by Authority. Requested price changes must be submitted in writing and include such information and data as reasonably requested by Authority including, but not limited to, the results of price surveys or other economic justification supporting the requested price changes(s). The Authority shall, in its sole discretion, determine which, if any, price changes are consistent with the Pricing Standard and shall notify Concessionaire in writing of its approval or rejection of each requested price change. No later than ten (10) days after any adjustment to prices, the Parties agree to modify the Product Price List to incorporate said price adjustments. Modification shall be confirmed by letter executed by the President/CEO, without need for formal amendment to the Agreement.

3. Airport Employee Discount. Concessionaire shall offer a twenty percent (20%) discount on all food and non-alcoholic beverages purchased by Airport employees who have been issued, and show at the time the discount is requested, appropriate Airport security identification badges. The discount shall be based on Concessionaire's normal non-sale or non-promotional prices. No discount shall be given on food and non-alcoholic beverages with a manufacturer pre-printed price.

4. Price Conformance. At any time during the Term, the Authority may survey or cause to be surveyed, prices being charged for goods or services offered by Concessionaire. The Authority reserves the right to monitor, survey and test all of Concessionaire's food, beverages, goods and services prices through shopping services or Authority personnel. If the Authority concludes that any prices being charged by Concessionaire do not comply with the Pricing Standard, Authority will require Concessionaire to adjust prices to the amounts permitted herein. The Concessionaire will, within three (3) days of written notice from Authority, adjust any prices that Authority determines, in its sole discretion, to be inconsistent with the Pricing Standard. Failure to rectify any pricing discrepancies within three (3) days shall constitute a

material breach and default by Concessionaire of this Agreement and, in addition to the assessment of fines as set forth herein and all other remedies available to Authority, Authority may, in its sole discretion terminate this Agreement.

10.10 Hours of Operation.

A. Store Hours. Concessionaire shall ensure that each Concession Location is open for business without interruption during the specified Hours of Operation defined in Article 4.08 (hereinafter referred to as Store Hours) and is providing all food, beverages, goods, and services as required by this Agreement. Unless otherwise approved in writing by the Authority, the Parties agree to the initial Store Hours as listed in Exhibit B, as are subject to change below.

Authority may, in its sole discretion, change Store Hours during the Term. Concessionaire hereby acknowledges and agrees to operate each Concession Locations as required which, if requested by Authority, may be twenty-four (24) hours per day seven (7) days per week, including all holidays. The Concessionaire may request changes to Store Hours. The Authority may, in its sole discretion, approve or reject such requested changes.

No later than ten (10) days after a change to Store Hours for any Concession Location, the Parties agree to modify Exhibit B to incorporate the change in Store Hours, which shall be confirmed by letter executed by the President/CEO, without need for formal amendment to the Agreement.

B. Extension of Store Hours. Concessionaire agrees to remain open beyond Store Hours for certain events including, but not limited to, the following:

1. In the event of a delayed flight on the Airside Terminal in which any Concession Location(s) is located, Concessionaire shall remain continuously open and provide all food, beverages, goods, and services as required by the Agreement beyond the then current Store Hours for the Concession Location(s) in the affected Airside Terminal and until the delayed flight departs the gate or Authority otherwise instructs.

2. In the event of an emergency, as determined by Authority, Concessionaire shall remain continuously open and provide all food, beverages, goods, and services as required by the Agreement for the Concession Locations beyond the then current Store Hours as instructed by Authority.

C. Failure to Open. Failing to open a Concession Location within thirty (30) minutes of the required Store Hours or closing more than thirty (30) minutes prior to the Store Hours, shall constitute a violation of this Section 10.10 or which Authority may assess fines as further described in Section 10.23.

D. Posted Store Hours. The Concessionaire will prominently post Store Hours for each Concession Location at the Concession Location and in a format approved by the Authority.

10.11 Delivery of Goods.

A. Receiving and Distribution. The Authority will designate a Central Receiving and Distribution Location (hereinafter referred to as CRDL) for the delivery and distribution of all goods, products, and supplies to the Terminal. Concessionaire agrees to use, at its own cost and expense, the CRDL and have all deliveries made to the CRDL, except where delivery to or from a third party is prohibited by law or as otherwise approved in writing by the Authority. The Concessionaire acknowledges that the Authority will not be responsible for any losses or damages and will have no liability whatsoever related to the Concessionaire's use of the CRDL.

Concessionaire acknowledges that the Authority may establish rules and procedures regarding the use of the CRDL and the delivery and distribution of goods, products and supplies to the

Terminal including, but not limited to, operating hours of CRDL, scheduling and acceptance of Concessionaire's deliveries to the CRDL, scheduling and place of deliveries to the Terminal, and transportation of goods, products, supplies and related materials and equipment such as pallets, storage bins, and racks to and from the Terminal and the CRDL. CRDL rules and procedures may be modified by the Authority from time to time as it deems necessary. Concessionaire agrees to conform to said CRDL rules and procedures. Concessionaire shall coordinate all deliveries and distribution of goods, products, and supplies to minimize inconvenience, or disturbance of the traveling public, airlines, Terminal tenants, and Authority personnel.

B. Transporting Goods. The Concessionaire shall transport goods, products and supplies between Concession Locations and Support Spaces in the Terminal building at such times and by such routes and methods as approved in writing by the Authority. The Concessionaire shall make every effort to avoid using the Common Areas for large quantity deliveries during peak passenger periods. The Concessionaire shall be responsible for the return and removal of all pallets, storage containers and other equipment belonging to its vendors and suppliers off-Airport or to locations designated by the Authority. Concessionaire shall use only carts or conveyances for transporting goods, products and supplies that are sealed, leak-proof, and equipped with pneumatic wheels suitable for operating on carpet or other flooring without damage thereto, and which are approved by Authority.

10.12 Staffing and Personnel.

A. Sufficient Staffing. Concessionaire shall hire, train, supervise, and deploy enough properly trained representatives, agents, and employees (collectively hereinafter referred to as Personnel) to service customers in a timely and efficient manner, promptly and efficiently manage the delivery and distribution of goods, products, and supplies, including TSA security inspection regulations, and to properly meet Concessionaire's obligations herein. Concessionaire shall closely monitor its Personnel to ensure First Class service to customers and compliance with this Agreement. The satisfactory performance of the obligation hereunder shall be determined at the sole discretion of the Authority. Concessionaire shall take all proper steps to promptly discipline Personnel who participate in acts of misconduct on or about the Premises.

B. General Manager. The Concessionaire shall appoint an active, qualified, competent, and experienced on-site employee to oversee and manage the performance of the Concession and represent and act on behalf of the Concessionaire (hereinafter referred to as General Manager). The General Manager shall have full authority to make day-to-day business decisions on behalf of Concessionaire with respect to the Concession including, but not limited to, authority to control the conduct and demeanor of Concessionaire's Personnel. The General Manager shall represent the Concessionaire in dealings with Authority and shall coordinate all concession activities with Authority. The General Manager shall be assigned to an office at or near the Airport and shall be available during the Authority's regular business hours. The General Manager shall designate an on-site qualified, competent, and experienced subordinate to be in charge and available during his/her absence during Concessionaire's Hours of Operation.

C. Customer Service Training. If Authority establishes a customer service training program for the employees of all concessionaires at the Airport, Authority, after first giving reasonable notice to Concessionaire, will require all of Concessionaire's employees to complete the training program. If established, the Authority customer service training program shall be limited to no more than two (2) full working days per employee per year, shall be conducted at the Airport, and shall be evidenced by a Certificate of Completion issued to each employee upon successful completion. If established, Concessionaire shall be the responsible for the following:

1. Concessionaire's employees as of the date of implementation of the Authority's customer service training program must complete the training within six (6) months of the date of notice from the Authority.

2. Concessionaire's employees hired after the date of implementation of the Authority's customer service training program must complete the training within one (1) month of beginning employment.

3. The Authority customer service training program shall be offered at no cost to Concessionaire; however, Concessionaire shall be responsible for employees' wages, benefits and other employment costs incurred because of the training.

D. Conduct of Personnel. In addition to the Personnel requirements set forth herein, Concessionaire shall ensure that all Personnel engaged in the performance of the Concession shall conform to all Authority Rules and Regulations and Operating Directives. Concessionaire shall take all reasonable action to cause all employees of Concessionaire to always conduct themselves = in a courteous and professional manner toward the public and each Airport Employee within the rules, regulations, and policies developed by Concessionaire. Concessionaire shall control the conduct, demeanor, and appearance of its officers, employees, agents, and representatives. Upon objection from the Authority or its designee, concerning the conduct, demeanor and/or appearance of Concessionaire's officers, employees, agents or representatives, Concessionaire shall immediately take all steps necessary to correct or remove the cause of the objection.

E. Personnel Uniforms. Concessionaire shall provide its employees with uniforms that shall be consistent with its current national branding. All of Concessionaire's employees shall wear the appropriate uniform when on duty. Concessionaire agrees to ensure that employees and uniforms are continually worn in a clean, neat, and professional manner.

F. Authority's Right to Object. The Authority shall have the right to object to the demeanor, conduct, and appearance of any Personnel of Concessionaire, its invitees or those doing business with it at the Airport. Immediately upon notice of objection by the Authority, the Concessionaire shall take all steps necessary to remedy the cause of the objection. If requested by the Concessionaire, the Authority shall present its objections in writing and provide the Concessionaire with the opportunity to reply to the objections and such a reply shall be given consideration by the Authority.

10.13 Badging and Security Requirements.

All of Concessionaire's Personnel who work at the Airport must apply for and be issued a proper security identification badge prior to beginning work at the Airport. Concessionaire shall be responsible for ensuring its Personnel and vendors comply with all security rules, regulations and procedures including, but not limited to, those issued by the FAA, TSA, and Authority. The rules, regulations and procedures of the FAA, TSA and Authority regarding security matters may be modified during the Term and Concessionaire shall be required to comply with all modifications. Concessionaire shall pay all costs associated with obtaining the required security identification badge and security clearances for its Personnel and vendors including, but not limited to, the costs of training and badging as established by Authority.

Authority will fine Concessionaire for each security identification badge that is lost, stolen, unaccounted for or not returned to Authority at the time of security identification badge expiration, employee termination, termination of this Agreement, or upon written request by Authority. This fine shall be due within fifteen (15) days from the date of the invoice. The fine is subject to change without notice, and Concessionaire shall be responsible for paying any increase in the fine. If any of Concessionaire's Personnel is terminated or leaves Concessionaire's employment, Authority must be notified immediately, and the security identification badge must be returned to Authority promptly.

Concessionaire's Personnel and vendors who are issued security identification badges shall only utilize such badges and access rights in connection with the operation of Concessionaire's Concession as defined herein. Concessionaire's Personnel sand vendors hall be informed by Concessionaire, in writing of this requirement and a violation of such shall be a basis for the termination of a Person's employment if that person violates such restrictions.

10.14 Employee Parking.

Nothing in this Agreement shall be deemed to require Authority to provide parking to Concessionaire's General Manage or Personnel. Authority may provide parking accommodations to Concessionaire's General Manager or Personnel in common with employees of other concessionaires and users of the Airport subject to the payment of reasonable charges therefor as may be established from time to time by Authority. In such an event, the Concessionaire's General Manager and Personnel shall be required to park within the designated areas.

10.15 Paging, Audio, Video and Frequency Protection.

If prior written approval is received from the Authority, Concessionaire may install radio transceiver(s) or other wireless communications equipment. Concessionaire will provide frequency protection within the aviation air/ground VHF frequency band and the UHF frequency band in accordance with restrictions promulgated by the FAA for the vicinity of FAA Transmitter or Receiver facilities. Frequency protection will also be provided for all other frequency bands operating in the vicinity of Concessionaire's equipment. If frequency interference occurs because of Concessionaire's installation, Authority reserves the right to shut down Concessionaire's installation until appropriate remedies to the frequency interference are made by Concessionaire. Remedies may include relocation of Concessionaire's equipment to another site. The cost to remedy the frequency interference shall be solely at Concessionaire's expense.

10.16 Point of Sale Terminals.

The Concessionaire must install electronic point-of-sale terminal(s) (hereinafter referred to as POS Terminals) to accurately record all transactions occurring in each Concession Location for accounting, reporting, and auditing purposes as set forth herein. All POS Terminals used at the Airport must have, at a minimum, the following features:

A. Multiple segregated category addresses to allow for accurate and complete reporting of Gross Receipts by various merchandise and services categories.

B. The capability of recording transactions by sequential control number to an audit tape or computer file.

C. The capability of recording any discounts that are applied to a transaction.

D. The capability of printing a transaction history to tape or computer file by product category, time of day, day, month, and year by product category.

E. The capability of printing customer receipts showing the transaction amount, the amount tendered, the amount of change due to the customer, and the time and date of the transaction. Additionally, the customer receipt must show Concessionaire's contact information including name, phone number and email address for any customer concerns, complaints, or questions.

F. A fee display of sufficient size and legibility is placed in a location visible to the customer during a transaction.

G. A secure transaction audit tape or ASCII transaction file on a removable storage device.

All POS installations shall be approved by the Authority. The Authority reserves the right to implement a universal point-of-sale system or other technology to work in tandem with Concessionaire's POS Terminals. Concessionaire agrees to fully cooperate in the implementation of such a universal point-of-sale system or other technology. If Authority instructs Concessionaire to install any technology, equipment, software, and systems as part of such implementation, Authority shall not be obligated to furnish Concessionaire with the technology, equipment, software, or systems necessary to do so.

10.17 Cash Handling Requirements.

Concessionaire accepts sole responsibility for, shall always comply with, and shall always remain in compliance with, the Payment Card Industry Data Security Standards (PCI DSS) for each credit card and alternative payment method offered and accepted for payment by Concessionaire. Concessionaire shall provide to Authority annually, an Attestation of Compliance (AOC), that is prima-facie evidence of a successfully completed PCI DSS assessment. Failure to submit annually an Attestation of Compliance (AOC) or a successfully completed PCI DSS assessment indicating Concessionaire is PCI compliant shall be a material default of this Agreement.

The Concessionaire shall always observe cash-handling and record-handling procedures in accordance with sound accounting and financial control practices and as necessary to provide timely and accurate reports to the Authority. Authority may at any time during the Term request a copy of these procedures. The Authority shall have the right to monitor and test all the Concessionaire's procedures and controls and require Concessionaire to make changes to its procedures.

10.18 Advertised Sales or Promotions.

The Concessionaire is required to participate in all advertised sales or promotions, by whatever media outlet, conducted by its parent corporation, its franchisor, or its selected operating brands. The Concessionaire is not permitted to participate in or post any type of sign related to liquidations, going out of business, moving sales or closeouts of products or brands.

The Concessionaire must make every reasonable effort to ensure that all corporate advertisements that list multiple locations will list the Airport as a participating location of the promotion or sales. If participation in a sale or promotion harms Concessionaire, Concessionaire may request, in writing to the Authority in advance of the sale or promotion, to be exempted from participation.

10.19 Complaints.

All customer complaints referred to Concessionaire by Authority must be responded to by Concessionaire within forty-eight (48) hours of receipt of notice. A written copy of the Concessionaire's Response shall be delivered to the Authority within the 48-hour period.

10.20 Concession Promotions Program.

The Authority may, at its discretion, operate a Concession Promotions Program (hereinafter referred to as Promotions Program) to promote the concession businesses at the Airport. The Promotions Program may include, but is not limited to, activities with direct application to promoting and monitoring the concessions at the Airport such as food and beverage service and retail merchandise advertising, marketing, public relations, media production and placements, special events, brochures, videos, directories, catalogues, customer service training, mystery shopper programs, and concession surveys relating to consumer satisfaction and market research, as well as the costs of administration of the Promotions Program.

In addition to other rents, fees, and charges due Authority under this Agreement, Concessionaire agrees to pay to Authority, within fifteen (15) days of the last day of each month during the Term, a Promotions Fee equal to the Promotions Fee Rate as established herein multiplied by Concessionaire's Gross Receipts for the month. Authority may determine, in its sole discretion, the Promotions Fee Rate for each Authority Fiscal Year and will notify Concessionaire of such in writing no later than sixty (60) days prior to the beginning of Authority's Fiscal Year; provided, however, the Promotions Fee Rate may not exceed one-half of one percent (0.5%) of Concessionaire's Gross Receipts. The Authority will administer the Promotions Program and may, in its sole discretion, contribute to the Promotions Program. Promotion Fees collected may be extended as determined by the Authority in its sole discretion. Concessionaire has no ownership or beneficial interest whatsoever in the Promotions Program or any unspent money collected under this Section. The Authority may prohibit Concessionaire from participating in any promotional activities including, but not limited to, Grand Opening events if Concessionaire is in breach of this Agreement.

10.21 Prohibited Acts.

Unless approved in writing in advance by the Authority, which approval is in the Authority's sole discretion, Concessionaire shall not install or permit to be installed vending machines on the Premises. The Authority reserves the right to install and maintain, through independent contractors, vending machines at the Airport including in Support Spaces.

The Concessionaire will not place excessive loads on the walls, ceilings, and floor or pavement areas of the Airport and will repair any area damaged by excessive loading to the satisfaction of the Authority. Unless approved in writing in advance by Authority, which approval is in Authority's sole discretion, Concessionaire will not permit the active display or operation on the Premises of any display that flies, flashes, or emits a noise or odor.

Unless approved in writing in advance by Authority, which approval is in Authority's sole discretion, Concessionaire will not keep or display any merchandise on or within a Common Area, or otherwise obstruct, any part of the Airport Terminal outside a Concession Location of the Premises. The Concessionaire shall keep all service corridors, hallways, stairways, doorways, or loading docks leading to and from each Concession Location of the Premises free and clear of all obstructions.

Concessionaire will not interfere or permit interference with the use, operation, or maintenance of Airport, including but not limited to, the effectiveness or accessibility of the drainage, sewerage, water, communications, fire protection, utility, electrical or other systems installed or located from time to time at Airport.

The Concessionaire will not engage in any activity prohibited by the Authority's Rules and Regulations and Operating Directives as may be modified during the Term. In the event Concessionaire fails to adhere to Authority Rules and Regulations and Operating Directives or fails to prevent any other of the prohibited acts set forth in this Section, Authority may assess fines as set forth in Section 10.23 until such prohibited act is ended. Moreover, if the prohibited act is not corrected as directed by Authority, Authority or its representative shall have the right to enter upon the Premises and take corrective action, and Concessionaire agrees to promptly reimburse Authority for any related costs, plus an administrative fee equal to 15 percent (15%) of the corrective action costs.

10.22 Failure to Comply with Performance Standards.

A. Violations. Concessionaire acknowledges Authority's objective to provide the public and air traveler with the level and quality of service as described herein. Accordingly, Authority has established a series of fines, as set forth in the table below, that it may assess, in its sole discretion, as liquidated damages for various violations of the provisions of this Agreement, and/or Authority Rules and Regulations or Operating Directives. Concessionaire and Authority agree that the fines set forth herein are reasonable, and Concessionaire further agrees to pay to Authority such fines in accordance with the rates or in the amounts specified herein upon each occurrence of the specified violation and upon written demand by Authority. The Authority will, in its sole discretion, determine the classification of each fine as per day or per occurrence. Concessionaire further acknowledges that the fines are not exclusive remedies and Authority may pursue other remedies as allowed for in this Agreement and at law, in Authority's sole discretion. The Authority's waiver of any fine provided for in this Section shall not be construed as a waiver of the violation or Concessionaire's obligation to remedy the violation.

B. Multiple Violations. Except for violations of requirements regarding health and safety and delivery and vendor access infraction, fines for which shall accrue immediately and without notice upon violation, all other fines shall be assessed as follows:

    1. For the first (1st) and second (2nd) violation of a requirement during any 12-month rolling year, the Authority will provide notice to Concessionaire to correct the violation within the time specified in the notice.

2. For the third (3rd) and subsequent violations of the same requirement during any 12- month rolling year commencing upon the first notice of violation, the fine shall be immediately assessed with no grace period.

3. Further, after two (2) violations of the same requirement within any 12-month rolling year, Authority reserves the right, in its sole discretion, to deem the repeated violations a default of the Agreement and to seek any other remedies available to it under this Agreement including, but not limited to, termination of this Agreement.

10.23 Infractions and Fines. In addition to Article 4.10, Failure to Open, fines for infractions shall be assessed by the Authority against the Concessionaire as follows:

Infraction	Fine
Operational Deficiencies Pricing Policy Infraction Late Pricing Survey Late Reporting Other Infractions	$250 per day
Security Infractions Health Code Violations Other Infractions	$500 per occurrence

ARTICLE 11
NON-DISCRIMINATION AND AFFIRMATIVE ACTION

Concessionaire assures that, in the performance of its obligations hereunder, it will fully comply with the requirements of 14 CFR Part 152, subpart E (Nondiscrimination in Airport Aid Program), as amended during the Term, to the extent applicable to Concessionaire, to ensure, *inter alia*, that no person shall be excluded from participating in any employment, contracting, or leasing activities covered by these regulations on the grounds of race, creed, color, national origin, age or sex. The Concessionaire, if required by these regulations, will provide assurances to Authority that Concessionaire will undertake an affirmative action program or steps for equal employment opportunity and will require the same of its sub-concessionaires.

Concessionaire, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, (1) that no person on the grounds of race, creed, color, national origin, age or sex shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, creed, color, national origin, age or sex shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; and (3) that Concessionaire will fully comply with the requirements of 49 CFR Part 21 (Nondiscrimination in Federally assisted programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964), as amended.

In the event of breach of any of the above non-discrimination covenants pursuant to 49 CFR Part 21, as amended, the Authority will have the right to terminate the Agreement and to re-enter the Premises as if the Agreement had never been made or issued. The provision will not be effective until the procedures of 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.

ARTICLE 12
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE

12.01 Authority's Policy.

Authority is committed to a policy and program for the participation of Airport Concession Disadvantaged Business Enterprises (herein referred to as ACDBEs) in concession-related contracting opportunities in accordance with 49 CFR Part 23, as set forth in the Authority's Airport Concession Disadvantaged Business Enterprise (ACDBE) Policy and Program, incorporated herein by reference (hereinafter referred to as ACDBE Program). In advancing Authority's ACDBE Program, Concessionaire agrees to ensure that ACDBEs, as defined in 49 CFR Part 23 and Authority's ACDBE Program, have a fair opportunity to participate in the performance of this Agreement. Concessionaire will take all necessary and reasonable steps in accordance therewith to ensure that ACDBEs are encouraged to compete for and perform contracting opportunities under this Agreement.

12.02 Non-Discrimination.

Concessionaire and any sub-contractors of Concessionaire will not discriminate based on race, color, creed, national origin, age, or sex in the performance of this Agreement. Concessionaire will carry out applicable requirements of 49 CFR Part 23 in the award and administration of agreements. Failure by the Concessionaire to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Authority deems appropriate.

This Agreement is subject to the requirements of the U. S. Department of Transportation's regulations 49 CFR Part 23. Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, creed, national origin, age, or sex in connection with the award or performance of any concession agreement, management agreement, or sub-contract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

Concessionaire agrees to include the statements in paragraphs (A) and (B) above in any subsequent concessions agreement or agreement covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreements.

12.03 ACDBE Participation and Compliance.

ACDBE Goal. Concessionaire agrees that it will provide for a level of ACDBE participation in this Agreement equal to or greater than Nine percent (9%) of the total annual Gross Receipts, or clearly demonstrate in a manner acceptable to Authority its good faith efforts to do so. Concessionaire will enter into an agreement with those ACDBEs as identified in Concessionaire's plan as stated in the ACDBE Assurance and Participation Form and Letter of Intent for each ACDBE presented with Concessionaire's Response and approved by the Authority, or such other ACDBEs certified with the Florida Unified Certification Program as may be approved by the Authority. The Concessionaire is required to make good faith efforts to explore all available options to meet the goal to the maximum extent practicable through direct ownership arrangements with ACDBEs. Concessionaire shall not take any action during the term of this Agreement that may have a materially negative impact upon the Concessionaire's ability to meet its stated ACDBE goal.

A. ACDBE Termination and Substitution. The Concessionaire will not terminate an ACDBE for convenience without the Authority's prior written consent. If an ACDBE is terminated by Concessionaire with the Authority's consent or, if an ACDBE fails to complete its work on the Agreement for any reason, Concessionaire must make good faith efforts, in accordance with the requirements of 49 CFR Part 23.25I (1) (iii) and (iv), to find another ACDBE to substitute for the original ACDBE to provide the same amount of ACDBE participation.

B. Reporting Requirements. No later than fifteen (15) days after the end of each calendar month during the Term, Concessionaire will submit to Authority, on the Authority's monthly ACDBE Utilization

Report form, a report of Concessionaire's total Gross Receipts during the month and the total dollar value of Gross Receipts earned by an ACDBE under this Agreement or the total dollar value of goods and services purchased or leased from each ACDBE during the month, in each case calculated in accordance with the requirements of 49 CFR Part 23. If any reported ACDBE participation is from the purchase and/or lease of goods and services, Concessionaire must submit to Authority, on Authority's monthly ACDBE Utilization Report form, a report of the total dollar value of goods and services procured by the Concessionaire from ACDBE and non-ACDBE (non-minority/woman- owned) firms.

C. Monitoring. The Authority will monitor the compliance and good faith efforts of the Concessionaire in meeting the requirements of this Article. Authority will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this Article, including, but not limited to, records, records of expenditures, agreements between Concessionaire and the ACDBE participants, and other records pertaining to the ACDBE participation plan, which Concessionaire will maintain for a minimum of three (3) years following the termination of this Agreement. The extent of ACDBE participation shall be reviewed prior to the exercise of any renewal, extension, or material amendment of this Agreement to consider whether an adjustment in the ACDBE requirement is warranted. Without limiting the requirements of this Agreement, Authority reserves the right to review and approve all sub-leases or sub-contract utilized by Concessionaire for the achievement of these goals.

D. Prompt Payment. Concessionaire agrees to pay each ACDBE and non-ACDBE sub-contractor under this Agreement for satisfactory performance of its agreement no later than ten (10) calendar days from the receipt of each invoice and acceptance of work or services. Concessionaire agrees further to release retainage payments to each sub-contractor within ten (10) calendar days after the sub-contractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Authority. This clause applies to both ACDBE and non-ACDBE subcontractors.

E. Other Requirements. Concessionaire agrees to comply with other provisions of the ACDBE Program. ACDBE participation through joint venture is subject to 49 CFR Part 23 and the Airport Concessions Disadvantaged Business Enterprise Joint Venture Guidance, dated July 2008 (as may be revised.

F. Non-Compliance. In the event of Concessionaire's non-compliance with the ACDBE Program or failure to meet the ACDBE goal set forth in Section 9.03(A), or to demonstrate a good faith effort to do so, Authority may, in addition to pursuing any other available legal remedy, terminate, suspend or cancel this Agreement in whole or in part; and/or suspend or debar Concessionaire from eligibility to agreement with Authority in the future or to receive bid packages or request for proposal packages or other Request for Proposals, unless Concessionaire demonstrates, within a reasonable time as determined by Authority, its compliance with the terms of the ACDBE Program or this Article or its good faith efforts to comply.

ARTICLE 13
CAPITAL INVESTMENT AND CONSTRUCTION

13.01 Improvements by Concessionaire.

Concessionaire shall not make any improvements or modifications, do any construction work on the Premises, or alter, modify, or make additions, improvements, replacements, or repairs, except emergency repairs, to any structure now existing or built, without prior written approval of Authority. The Concessionaire shall not install any fixtures, other than Trade Fixtures, without the prior written approval of the Authority. In the event that any construction, improvement, alteration, modification, addition, repair, excluding emergency repairs, or replacement is made without Authority prior written approval, or done in a manner other than as approved in writing by the Authority, Authority may, at its discretion, (i) terminate this Agreement in accordance with the provisions herein; or (ii) require Concessionaire to remove the same; or

(iii) require Concessionaire to change the same to the satisfaction of Authority. In case of any failure on the part of Concessionaire to comply, Authority may, in addition to any other remedies available to it at law or in equity, effect the removal or change referenced above in this Section and Concessionaire shall pay the cost thereof to Authority plus fifteen percent (15%) of the costs for administration.

13.02 Authority Standards.

In its design and construction work on the Premises, Concessionaire will fully comply with the Authority's Concessions Design Manual. The Authority reserves the right to amend the Concession Design Manual during the Term. The Concessionaire agrees to comply with the Concession Design Manual, as may be amended, in effect as of the date of any construction it undertakes.

13.03 Initial Capital Investment.

As a valuable consideration for Authority entering into this Agreement, but not as a payment of rent or a form of consideration for the right to occupy space at the Airport, but rather to relieve the Authority from making expenditures for Premises occupied by Concessionaire for the Term of this Agreement, Concessionaire's Capital Investment expended in the initial construction, furnishing and equipping of the Premises shall not be less than the Minimum Initial Capital Investment set forth in the Summary of Terms. If the actual initial Capital Investment, as certified by the Concessionaire, is less than the Minimum Initial Capital Investment, Concessionaire agrees to pay to Authority, within thirty (30) days of such determination, the difference between the actual initial Capital Investment and the Minimum Initial Capital Investment. Any amounts paid to the Authority because of this provision shall not be deemed a Capital Investment for any purpose under this Agreement nor shall it be deemed payment of any rent or other fees due herein.

13.04 Development Schedule.

No later than 30 days after the Effective Date, or at such a later date as Authority may agree, Concessionaire and Authority will meet for a Pre-Design Meeting defined by the Authority. Within seven (7) days after the Pre-Design Meeting, Concessionaire must submit to Authority, for its approval, a proposed Development Schedule that sets forth for each of the Concession Locations the anticipated dates of design submittals and reviews, the anticipated Start Date of Construction, and the anticipated date of Substantial Completion of the Approved Project, or portion thereof approved by the Authority. Upon approval by Authority, the Development Schedule shall be attached hereto as Exhibit D, Development Schedule, and shall be confirmed by letter executed by the President/CEO, without need for formal amendment to the Agreement.

13.05 Approval of Plans.

A. Submittal of Plans. Prior to Concessionaire's commencement of any construction activities on the Premises at any time during the Term, Concessionaire shall submit plans and specifications that conform to all the requirements of the Authority's Concession Design Manual to Authority for review and approval. No construction work shall commence until the Authority has approved the plans and specifications and has issued a Notice to Proceed.

   The Concessionaire shall submit plans and specifications, in the form and number stated in the Authority's Concessions Design Manual, for each of the Concession Locations and Support Spaces in accordance with the Development Schedule. The Authority will review and respond to submittals of plans and specifications within ten (10) days or provide notice to Concessionaire that the review time has been extended. In the event of disapproval by Authority of any portion of any submittal of plans and specifications, Concessionaire shall promptly make modifications and revisions and re-submit for approval by Authority.

B. Disclaimer of Compliance with Laws or Codes. The approval by the Authority of any plans and specifications refers to the conformity of such plans and specifications to the Authority's Concessions Design Manual and other Authority standards. Approval of any plans and

specifications by the Authority does not constitute its representation or warranty as to their conformity with applicable laws, statutes, codes, or permits, and responsibility therefore always remains with Concessionaire.

C. Approvals Extend to Architectural and Aesthetic Matters. Required approval of Authority will extend to and include architectural and aesthetic matters. Authority reserves the right to reject any designs submitted by Concessionaire and to require Concessionaire, at Concessionaire's expense, to make modifications and revisions and to resubmit designs until designs are deemed acceptable and subsequently approved in writing by Authority.

D. Design and Permit. Concessionaire shall be responsible, at its sole cost and expense, for the costs of design and permitting of all improvements within the Premises and shall not commence any work with respect to an Approved Project until all governmental permits and approvals with respect to the Approved Project have been obtained. At no cost or liability to Authority, Authority shall cooperate in all reasonable respects with Concessionaire's efforts to obtain such permits and approvals, which cooperation shall include, without limitation, the execution of such instruments as may be required by governmental authorities for Concessionaire to apply for and obtain such permits and approvals.

13.06 Construction.

Concessionaire shall, at its own cost and expense, commence construction of an Approved Project within ten (10) days of the later to occur of: (i) the Construction Start Date stated in the Notice to Proceed for such Approved Project; or (ii) receipt of Building or Demolition Permit. Concessionaire agrees that all construction work to be performed, including all workmanship and materials, shall be of First-Class quality and workmanship and in accordance with the Approved Project and the Development Schedule. All construction shall be performed in accordance with the requirements of this Agreement, the Authority's Concessions Design Manual, the Tenant Construction Permit, and all applicable laws, regulations, ordinances, codes and permits. The Authority and its designee shall have the right from time to time to inspect each Approved Project.

Concessionaire guarantees that it will make a Minimum Initial capital investment in an amount not less than Six Million, Seven Hundred and Seventy-Two Thousand, Nine Hundred and Ninety-Eight Dollars ($6,772,998) exclusive of Authority Improvements and any of Concessionaire's in-house fees or expenses. Architectural and engineering fees shall be no more than fifteen percent (15%) of the total. Said amount shall be expended on the initial improvements constructed. Concessionaire shall pay to the Authority an amount equal to the shortfall, if any at the Authority's sole discretion, between its total proposed investment and its actual investment as of the first day of the third month of operation of the last facility constructed. Said payment shall be made on or before the sixtieth (60^{th}) day after the first day of the third month of operation of the last facility constructed. These amounts may be applied to on-going or mid-term capital investment at the discretion of the Authority.

The Concessionaire must complete an Approved Project and open each Concession Location no later than the Required Completion Date set forth in the Notice to Proceed for the Approved Project, subject to any extensions that may be approved by Authority. The Concessionaire acknowledges that if it fails to open a Concession Location by the Required Completion Date, the delay may cause the Authority to suffer substantial damages that are extremely difficult to ascertain or prove. Therefore, if Concessionaire fails to either complete the Approved Project or open a Concession Location for business by the Required Completion Date, the following will apply:

A. Concessionaire shall pay liquidated damages to Authority at the rate of One Thousand and 00/100 Dollars ($1,000) per day for each day from the Required Completion Date until the date on which the Concession Location opens to the public for business; and

B. If the Concession Location is not open for business within thirty (30) days after the Required Completion Date, the failure is an Event of Default and Authority has the right to exercise all

remedies herein, at law or in equity, including but not limited to, the option to terminate this Agreement or to remove the applicable Concession Location from the Premises.

Notwithstanding the foregoing, the Parties agree that any delay in construction of any improvements due to force majeure or acts of Authority or Authority's contractors shall extend the Required Completion Date for an Approved Project. The Authority shall have no liability to Concessionaire for compensation or damages for any such delay.

13.07 Completion of Construction.

For each Approved Project, Concessionaire shall conform to Project Closeout Activities set forth in the Authority's Concessions Design Manul and applicable Authority standards. Concessionaire further agrees that it shall deliver to Authority within sixty (60) days of the Project Completion Date the following:

A. "As Built" record documents of the construction, additions and other modifications constructed by the Concessionaire on the Premises. During the Term, the Concessionaire shall keep said documents current, with all changes or modifications made by the Concessionaire in or to each Concession Location of the Premises or additions thereto.

B. A statement certified by Concessionaire's chief financial officer specifying the final Capital Investment by Concession Location related to each of the Approved Projects with the level of detail as requested by Authority.

C. A certification that construction has been completed in accordance with the approved plans and specifications and in compliance with all laws and governmental rules, regulations, and orders.

D. Certified proof demonstrating that no Liens exist on the Premises, including but not limited to, a waiver of Lien from all construction contracts and signed releases from all contracts that indicate receipt of payment in full for all work performed or Trade Fixtures delivered.

13.08 Title to Improvements.

All Leasehold Improvements made to the Premises by Concessionaire, and any additions and alterations thereto made by Concessionaire, shall be and remain the property of Concessionaire until the termination of this Agreement, whether by expiration of the term, cancellation, forfeiture or otherwise, at which time said Leasehold Improvements shall become the property of Authority at no cost to Authority, except if Authority reclaims space pursuant to Section 3.03. Subject to the provisions of this Agreement, including, but not limited to, Authority's Lien described in Section 5.06, Trade Fixtures, inventory, expendables, and other personal property remain property of Concessionaire.

13.09 Signage.

Subject to the terms and conditions of Section 10.05, Concessionaire shall have the right to install and maintain signs on the Premises, provided that the design, installation, and maintenance of all signs shall be subject to the terms of this Section and comply with the Authority's Concessions Design Manual. Concessionaire further acknowledges Authority's desire to maintain a high level of aesthetic quality in all concession facilities throughout the Terminal Buildings. Therefore, Concessionaire covenants and agrees that in the exercise of its privilege to install and maintain appropriate signs on the Premises, as provided herein, it will submit to Authority, for its review and approval, the size, design, content, construction, or fabrication and intended location of each sign it proposes to install on or within the Premises. Concessionaire shall not install signs of any type on or within the Premises without prior written approval of Authority, which approval shall not be unreasonably withheld or denied if the proposal follows the Authority's Concessions Design Manual, and other Authority Rules and Regulations and Operating Directives governing signage.

13.10 Mid-Term Capital Investment.

In addition to the ongoing, routine maintenance described in Section 7.04, Concessionaire shall, at its sole cost and expense, refurbish the Premises during Agreement Year Six, (hereinafter referred to as the "Mid-Term Capital Investment"), hereinafter referred to as the "Mid-Term Capital Investment". The Mid-Term Capital Investment shall include without limitation all refinishing, repair, replacement, redecorating, repainting, and re- flooring necessary to keep the Premises in First Class condition and shall comply with all other terms and conditions of this Agreement. The scope and extent of the Mid-Term Capital Investment

for each Concession Location shall be in an amount not less than Seventy-Five Dollars ($75.00), per square for each food and beverage Concession Location, Fifty Dollars ($50.00), per square foot for each retail Concession Location, and Twenty-Five Dollars ($25.00) per square foot for each Pre-Security Seating Area, exclusive of Authority Improvements and any of Concessionaire's in-house fees or expenses. Architectural and engineering fees shall be no more than fifteen percent (15%) of the total amount incurred. The Concessionaire shall pay to the Authority an amount equal to the shortfall, if any at the Authority's sole discretion, between its total Mid-Term Capital Investment and Concessionaire's actual cost of the facilities refurbished. Said payment shall be made on or before the sixtieth (60^{th}) day after the last day of Agreement Year Six. These amounts may be applied to the Mid-Term Capital Investment at the discretion of the Authority.

Concessionaire's plans and specifications for the Mid-Term Capital Investment must be in accordance with the Authority's Concessions Design Manul and applicable Authority standards. Concessionaire shall submit to the Authority a schedule of Mid-Term Capital Investment for Authority's approval before starting any work, which shall include painting and repair attributable to ordinary wear and tear, and replacement of furniture, trade fixtures and equipment. If Concessionaire's Mid-Term Capital Investment are not completed during said time, Concessionaire shall pay to the Authority Five Hundred Dollars ($500.00) per day in addition to all other rents, fees and charges thereafter provided as liquidated damages for delay in opening of the Concession. In the event of any of the following, the parties will negotiate in good faith for a reasonable extension of construction time: (1) acts of nature occurring after the date of execution hereof which directly affect the Premises, including without limitation fire, floods, tropical storms, and other such occurrences; or (2) labor disputes, including without limitation, strikes, slowdowns, and other similar occurrences; or (3) delays in obtaining approvals from Authority; or (4) action or inaction of governmental authorities that prevents or delays Concessionaire from obtaining appropriate permits or approvals necessary in connection with the construction or operation of the Premises.

ARTICLE 14
DISCLAIMER OF LIENS

The interest of Authority in the Premises will not be subject to Liens for any work, labor, materials, or improvements made by or for Concessionaire to the Premises, whether the same is made or done in accordance with an agreement between Authority and Concessionaire. It is specifically understood and agreed by Concessionaire that in no event will Authority or the interest of Authority in the Premises be liable for or subject to any mechanic's, laborer's, or materialmen's Liens for materials furnished, improvements, labor or work made by or for Concessionaire to the Premises. Concessionaire is specifically prohibited from attaching a Lien, pledging, or otherwise encumbering any assets located at the Airport or any interest in this Agreement without prior, written, approval by the Authority. Concessionaire is specifically prohibited from subjecting Authority's interest in the Premises to any mechanic's, materialmen's, or laborers' Liens for improvements made by or for Concessionaire or for any materials, improvements or work for which Concessionaire is responsible for payment. Concessionaire will indemnify and hold Authority harmless for any expense or cost associated with any Lien or claim of Lien that may be filed against the Premises or Authority, including attorney fees incurred by Authority. Concessionaire will provide notice of this disclaimer of Liens to all contractors or sub-contractors providing any materials or making any improvements to the Premises.

In the event any construction, mechanic's, laborer's, materialmen's or other Lien or notice of Lien is filed against any portion of the Premises for any work, labor or materials furnished to the Premises, whether or

not the same is made or done in accordance with an agreement between Authority and Concessionaire, Concessionaire will cause any such Lien to be discharged of record within thirty (30) days after notice of filing thereof by payment bond or otherwise or by posting with a reputable title company or other escrow agent acceptable to Authority, security reasonably satisfactory to Authority to secure payment of such Lien, if requested by Authority, while Concessionaire contests to conclusion the claim giving rise to such Lien.

ARTICLE 15
UTILITIES, MAINTENANCE AND REPAIRS

15.01 Concessionnaire 's Obligations.

A. Utilities. The Authority will provide certain utility connections to the Premises as stated herein. Concessionaire may connect into or extend, at its cost, such utilities in accordance with the Authority's Terminal Design Criteria. Concessionaire shall pay for all utilities necessary in the operation of the Concession. All charges, including, but not limited to, deposits, installation costs, connection charges, usage, service charges, and applicable taxes for utility services metered directly to the Premises or pro-rated by usage shall be paid by Concessionaire, regardless of whether the utility services are furnished by Authority or other utility service entities. The Authority reserves the right to install or require to be installed utility meters during the Term of this Agreement and Concessionaire agrees to install utility meters as may be required by the Authority in the manner required by Authority for all similar concessions.

Maintenance and Repairs. Except for such maintenance of the Premises as is to be provided by Authority hereunder, Concessionaire shall, at its own cost and expense, maintain the Premises and every part thereof, including Trade Fixtures and personal property, in good appearance and repair, and in a safe, First-Class condition. Concessionaire shall maintain, repair, replace, paint, or otherwise finish all Leasehold Improvements on the Premises, including, without limitation, walls, partitions, floors, ceilings, windows, doors, glass and all furnishings, fixtures, and equipment therein, whether installed by Concessionaire or by Authority. All the maintenance, repairs, finishing and replacements shall be of quality equal to or better than the original materials and workmanship. All work, including finishing colors and materials, shall be subject to the prior written approval of Authority.

If it is determined that the maintenance is not in compliance with this Agreement, Authority shall so notify Concessionaire in writing. If the maintenance required to be performed as provided in Authority's notice to Concessionaire is not commenced by Concessionaire within five (5) days after receipt of notice, or is thereafter not diligently executed to completion, Authority or its representative shall have the right to enter upon the Premises and perform the maintenance, and Concessionaire agrees to promptly reimburse Authority for the cost thereof, plus an administrative fee equal to fifteen percent (15%) of the maintenance costs.

Any hazardous or potentially hazardous condition on the Premises shall be corrected immediately upon receipt of a verbal or written notice from the Authority. At the sole discretion of the Authority, the Concessionaire shall close the Premises or affected portion thereof until the hazardous or potentially hazardous condition is corrected.

Concessionaire agrees to comply with all present and future laws, orders, and regulations, including any rules, regulations and procedures promulgated by Authority regarding Authority provided maintenance within the Airport Terminal in which a Concession Location is located. When any system for Authority provided maintenance is put in place that can allocate to Concessionaire, its proportional share of the cost. The Concessionaire must pay its proportional share of the actual costs for the Authority provided maintenance.

15.02 Authority's Obligations.

Authority shall provide structural maintenance of the Terminal Buildings and, except as provided below,

maintain, and repair the exterior walls of the Premises in the Terminal Buildings. However, maintenance of all interior and exterior walls constructed or remodeled by Concessionaire shall be Concessionaire's responsibility.

The Authority provides utility mains and lines throughout the Terminal Buildings. Concessionaire, at its sole cost, shall tie into the utility mains and lines at the locations as specified by Authority. Supplemental heated or cooled air, electrical or other utilities required by Concessionaire more than what is customarily available in the Terminal Buildings shall be, if approved by Authority, at the expense of Concessionaire.

Authority or its representative may, at Authority's sole discretion, maintain the utilities within the Premises and in doing so shall be permitted to enter upon the Premises at all reasonable times to make any repairs, replacements and alterations as may, in the opinion of Authority, be deemed necessary. Furthermore, Concessionaire will permit Authority or its representative's access to construct or install over, on, in, or under the Premises, new systems, pipes, lines, mains, wires, conduits, ducts and equipment; provided, however, that Authority shall exercise such right in a manner that minimizes interference with Concessionaire's Concession.

Authority agrees that it will always maintain and keep utility mains and lines in good repair in the Terminal Buildings and all appurtenances, facilities and services now or hereafter connected therewith; provided, however, Concessionaire's sole remedy for interruption of any utilities provided by Authority shall be an abatement of the Rent. Concessionaire shall have no remedy against Authority for interruption of any utilities or failure of any utilities not caused by Authority.

The Concessionaire shall be required to provide its own cabling infrastructure supporting telephone and data transmission generated within, to and from the Premises (hereinafter referred to as Data Network Distribution System). Alternatively, the Concessionaire may obtain telephone and data transmission services from a local exchange carrier and agree to pay said exchange carrier for its communication and data transmission services. Installation, operation, and ongoing maintenance of Concessionaire's Data Network Distribution System and local exchange carrier provided communication and data transmission services, if any, shall be at the Concessionaire's sole expense. Prior to installation of Concessionaire's Data Network Distribution System or local exchange carrier provided communication and data transmission materials, equipment, and services, Concessionaire shall obtain a Tenant Construction Permit from the Authority.

The Concessionaire agrees to comply with all rules, regulations, executive orders, and instructions of the Authority regarding Concessionaire's Data Network Distribution System and local exchange carrier provided communication and data transmission services. The Authority reserves the right to install, operate, and maintain, for itself or through a third-party, its own Concession Data Network Distribution System for voice and data connectivity, at any time during the Term of this Agreement. If the Authority elected to install, operate, and maintain its own Concession Data Network Distribution System for voice and data connectivity, the Concessionaire agrees to use the Authority provided Concession Data Network Distribution System and to pay the Authority for the use thereof in proportion to other like users of the Concession Data Network Distribution System.

15.03 Authority's Performance of Concessionaire's Obligations.

Concessionaire acknowledges its obligation to perform, at its cost and expense, Concessionaire's Operating Obligations. Authority has determined, in consideration of Airport security, public safety, and operating efficiency, that it is in Authority's best interest to perform, on Concessionaire's behalf and for the benefit of Concessionaire, certain of these Concessionaire Operating Obligations, as set forth in the Summary of Terms (which Concessionaire's Operating Obligations performed by Authority are hereinafter referred to as Concessions Services).

The Authority may, in its sole discretion, add to, delete from, or otherwise modify the Concessions Services during the Term. The Authority will provide no less than thirty (30) days' written notice of the effective date of any modification to the Concessions Services to Concessionaire. Concessionaire agrees to cooperate

with Authority in the implementation and performance of the Concessions Services.

The Parties agree to modify the Summary of Terms to reflect modifications in the Concessions Services. Any such modification shall be confirmed by letter executed by the President/CEO and acknowledged by Concessionaire, without need for formal amendment to the Agreement.

ARTICLE 16
DEFAULTS AND REMEDIES

16.01 Events of Default.

Concessionaire shall be deemed to be in default of this Agreement upon the occurrence of any of the following:

A. The failure or omission by Concessionaire to perform its obligations under this Agreement or the breach of any terms, conditions and covenants required herein.

B. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Agreement or by any other agreement between Authority and Concessionaire, and Concessionaire's failure to discontinue that business or those acts within thirty (30) days of receipt by Concessionaire of Authority's written notice to cease said business or acts (which thirty (30) day notice and cure period shall also satisfy the 30-day notice requirement of Section 13.03 below).

C. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Concessionaire's assets.

D. The divestiture of Concessionaire's estate herein by operation of law, by dissolution, or by liquidation, not including a merger or sale of assets.

E. The insolvency of Concessionaire; or if Concessionaire will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof including the filing by Concessionaire of a voluntary petition of bankruptcy or the institution of proceedings against Concessionaire for the adjudication of Concessionaire as bankrupt pursuant thereto.

F. Concessionaire's violation of Florida Statute Section 287.133 concerning criminal activity on agreements with public entities.

16.02 Concessionaire Remedies.

Upon thirty (30) days' written notice to Authority, Concessionaire may terminate this Agreement and all of its obligations hereunder, if Concessionaire is not in default of any term, provision, or covenant of this Agreement or in the payment of any fees or charges to Authority, upon or after the inability of Concessionaire to use the Airport or operate its business for a period longer than ninety (90) consecutive days due to war, terrorism, or the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over Authority; provided, however, that such inability or such order, rule or regulation is not due to any fault or negligence of Concessionaire.

16.03 Authority Remedies.

In the event of any of the foregoing Events of Default of Concessionaire, and following thirty (30) days' notice by Authority and Concessionaire's failure to cure, Authority, at its election, may exercise any one or more of the following options or remedies, the exercise of any of which will not be deemed to preclude the exercise of any other remedy herein listed or otherwise provided by statute or general law:

A. Terminate Concessionaire's rights under this Agreement and, in accordance with law, take possession of the Premises. In doing so, Authority will not be deemed to have thereby accepted a surrender of the Premises, and Concessionaire will remain liable for all payments or other sums due under this Agreement and for all damages suffered by Authority because of Concessionaire's breach of any of the covenants of this Agreement; or

B. Treat the Agreement as remaining in existence, and cure Concessionaire's default by performing or paying the obligation which Concessionaire has breached. In such event all sums paid, or expenses incurred by Authority directly or indirectly in curing Concessionaire's default shall become immediately due and payable, as well as interest thereon, from the date such fees or charges became due to the date of payment, at eighteen percent (18%) per annum to the maximum extent permitted by law; or

C. Declare this Agreement to terminated, ended, null and void, and reclaim possession of the Premises, whereupon all Concessionaire's rights and interest in the Premises will immediately end.

No delay, failure, or omission of Authority to re-enter the Premises or to exercise any right, power, privilege, or option arising from any default nor subsequent acceptance of fees or charges then or thereafter accrued will impair any such right, power, privilege, or option, or be construed to be a waiver of any such default or relinquishment, or acquiescence of the Premises. No option, right, power, remedy, or privilege of Authority shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all the rights, powers, options, or remedies given to Authority by this Agreement are cumulative and that the exercise of one right, power, option, or remedy by Authority will not impair its rights to any other right, power, option, or remedy available under this Agreement or provided by law. In the event Authority terminates this Agreement or reclaims the Premises under this Section 13.03, Authority has no liability to Concessionaire for any Unamortized Investment.

ARTICLE 17
INDEMNIFICATION

To the fullest extent permitted by law, Concessionaire agrees to protect, reimburse, indemnify and hold Authority, its agents, employees, and officers free and harmless from and against any and all liabilities, claims, expenses, losses, costs, fines, and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character arising out of, resulting from, incident to, or in connection with Concessionaire's presence on or use or occupancy of the Premises or Airport; Concessionaire's acts, omissions, negligence, activities, or operations; Concessionaire's performance, non-performance or purported performance of this Agreement; or any breach by Concessionaire of the terms of this Agreement, or any such acts, omissions, negligence, activities, or operations of Concessionaire's appointed officers, authorized officials, employees, agents, contractors, sub-contractors, invitees, or any other person directly or indirectly employed or utilized by Concessionaire, that results in any bodily injury (including death) or any damage to any property, including loss of use, incurred or sustained by any party hereto, any agent or employee of any party hereto, any other person whomsoever, or any governmental agency, regardless of whether or not it is caused in whole or in part by the negligence of a party indemnified hereunder.

In addition to the duty to indemnify and hold harmless, Concessionaire will have the duty to defend Authority, its authorized official, agents, employees, and appointed officers from all liabilities, claims, expenses, losses, costs, fines, and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character. The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Concessionaire, Authority, and any indemnified party. The duty to defend arises immediately upon written presentation of a claim to Concessionaire.

Concessionaire recognizes the broad nature of these indemnification, hold harmless, and duty to defend clauses, and voluntarily makes this covenant and expressly acknowledges the receipt of $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. This Article shall survive the termination of this Agreement. Compliance with insurance requirements under this Agreement shall not relieve Concessionaire of its liability or obligation to indemnify, hold harmless, and defend Authority as set forth in this Article.

ARTICLE 18
INSURANCE REQUIREMENTS

18.01 Terms and Conditions.

The following minimum insurance shall be maintained by Concessionaire throughout the Term of this Agreement. All such insurance shall be provided by solvent insurance companies authorized to do business in the State of Florida and approved by the Authority. In the Event of Default by Concessionaire of these requirements, Authority reserves the right to take whatever actions deemed necessary to protect its interests. Authority further reserves the right in its sole discretion to increase the following minimum insurance requirements at any time during the Term of this Agreement.

A. Certificates of Insurance Holder. Concessionaire shall provide Authority certificates of insurance evidencing the following coverages, which certificates shall contain an endorsement that the policy cannot be canceled or changed in any manner which might adversely affect Authority, without thirty (30) days prior written notice to the Authority.

B. Additional Insured Endorsement. Each certificate of insurance shall state that coverage required by this Agreement has been endorsed to include Authority as an Additional Insured, except for Worker's Compensation and Commercial Auto Liability policies. The "Additional Insured" endorsements shall provide coverage on a primary basis. "Additional Insured" endorsements shall read "Sarasota Manatee Airport Authority Board, an Independent Special District of the State of Florida, its Officers, Employees, Agents and Volunteers, c/o Sarasota Manatee Airport Authority, 6000 Airport Circle, Sarasota, Florida 34243."

C. Waiver of Subrogation in Favor of Authority. In addition to the Authority being named as "Additional Insured" on all insurance policies and certificates, each insurance policy and certificate shall contain a "Waiver of Subrogation in favor of the Authority". Concessionaire's failure to provide and maintain current, all Waiver of Subrogation and Certificates of Insurance required pursuant to this Article shall constitute a default by Concessionaire and shall be grounds for automatic termination of this Agreement.

   By entering this Agreement, Concessionaire agrees to a Waiver of Subrogation for each policy required to be maintained or maintained by Concessionaire 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, Concessionaire 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 Concessionaire enter into such an agreement on a pre-loss basis.

18.02 Required Insurance.

A. Commercial General Liability. The minimum limits of Commercial General Liability insurance, inclusive of any amounts provided by an umbrella or excess policy, covering the Concessions pursuant to this Agreement shall be the amounts specified herein. Coverage shall be provided for liability resulting from, or in connection with, operations performed by, or on behalf of, Concessionaire under this Agreement or the use or occupancy of the Premises by, or on behalf of, Concessionaire in connection with this Agreement. Coverage shall be per ISO Form CG 00 01 or its equivalent. Additional insured endorsements shall be per ISO Form CG 20 10 10 01 and CG 20 37 10 01 or their equivalent.

General Aggregate	$5,000,000
Each Occurrence	$5,000,000
Personal and Injury	$5,000,000

B. Liquor Liability. If alcoholic beverages are served or sold at the Airport by the Concessionaire, the Commercial General Liability insurance shall include equivalent Host Liquor Liability Coverage.

C. Workers' Compensation and Employer's Liability. The minimum limits of Workers' Compensation / Employer's Liability insurance (inclusive of any amount provided by an umbrella or excess policy) as required by law.

D. Business Automobile Liability. Coverage shall be provided for all owned, hired, and non-owned vehicles. Coverage shall be per ISO Form CA 00 01 or its equivalent. Additional insured endorsement shall be per ISO Form CA 20 48 02 99 or its equivalent. The minimum limits of Business Auto Liability insurance (inclusive of any amounts provided by an umbrella or excess policy) covering all owned, hired, and non-owned vehicles are:

Each Occurrence - Bodily Injury and Property Damage combined	$1,000,000

In the event Concessionaire operates vehicles on the airport operations area (AOA) used or intended to be used for aircraft landings, the minimum limits of Business Automobile Liability insurance (inclusive of any amounts provided by an umbrella or excess policy) covering all owned, hired, and non-owned vehicles are:

Each Occurrence - Bodily Injury and Property Damage combined	$5,000,000

E. Property and Casualty. Concessionaire shall procure and maintain Property insurance covering all forms of risk on all tenant improvements and any other interests of Concessionaire, if applicable, on or about Authority premises, including inventory, supplies, and other property of Concessionaire located at said premises, insuring against the perils of fire, lightning, extended coverage, vandalism, malicious mischief, glass breakage and sprinkler, in an amount equal to the full replacement value of tenant improvements and any other interests of Concessionaire in or about said premises.

Coverage is to contain a 100% Coinsurance Clause or Agreed Amount Endorsement. Said insurance shall contain loss payable endorsements in favor of the parties as their respective interests may appear hereunder. The Concessionaire agrees to personally assume total responsibility for any damage, destruction or theft of its displays and equipment which may occur from the Concessionaire's operations. The Concessionaire agrees that Authority shall not be responsible for any damage or losses incurred by Concessionaire from its operations of the Concession.

F. Business Interruption. Concessionaire shall procure and maintain Business Interruption insurance in such amounts as will reimburse Concessionaire for direct or indirect loss of earnings attributable to the perils commonly covered by the Concessionaire's property insurance described in this Section 18.02 (E), which shall include losses arising from mechanical failures on or interruption of services to the Premises.

G. Commercial Crime. The minimum limits of Commercial Crime insurance covering, but not limited to, loss arising from employee theft, employee dishonesty, forgery or alteration, robbery, burglary, embezzlement, disappearance, destruction; money orders and counterfeit currency; depositors' forgery; computer fraud, on-premises and in-transit are:

Each Occurrence	$1,000,000

H. Umbrella Liability Insurance or Excess Liability. Umbrella Liability Insurance or Excess Liability. insurance may be used to reach the limits of liability required for the Commercial General Liability and the Business Automobile Liability Policies. If applicable, the amounts specified as Agreement specific shall be an initial layer of coverage which shall be applicable only to claims arising out of, or in connection with, the work performed or the use or occupancy of Authority premises in connection with this Agreement and will not be reduced or diminished in any manner by claims resulting from other than the work performed or the use or occupancy of Authority premises in connection with this Agreement. The amounts Specified as Total Limits Shall be the Total Minimum Limits Required, Including the Initial Layer.

ARTICLE 19
PROPERTY DAMAGE

19.01 Partial Damage.

In the event all or a portion of the Premises are partially damaged by fire, explosion, the elements, a public enemy, Act of God, or other casualty, but not rendered unusable, Concessionaire will give Authority immediate notice thereof, and Authority will make the necessary repairs immediately, at its own cost and expense. The Concessionaire shall be required to comply with the obligations set forth in Article 10 with respect to all work required to be performed in accordance with this Section.

19.02 Extensive Damage.

In the event damages because of any event outlined in Section 19.01 are so extensive as to render all or a significant portion of the Premises unusable, but capable of being repaired within one hundred twenty (120) days, Concessionaire will give Authority immediate notice thereof, and Authority will make the necessary repairs with due diligence, at its own cost and expense.

19.03 Complete Destruction.

In the event the Premises are destroyed because of an event outlined in Section 19.01 and the damages render the entire Premises unusable, and the Premises cannot be repaired within one hundred and twenty (120) days, Concessionaire will give Authority immediate notice thereof, and Authority shall be under no obligation to repair, replace, or reconstruct said Premises. In the event the Authority elects not to repair, replace, or reconstruct said Premises, Authority will not be required to grant alternative premises to Concessionaire and this Agreement, and the obligations of the Parties hereunder will terminate.

19.04 Abatement of Fees.

In the event of extensive damage or complete destruction as referenced in Section 19.02 and Section 19.03, the portion of the Rent and MAPF attributable to unusable Premises will abate from the date of casualty until such time as Authority issues notice to Concessionaire that the unusable portion of the Premises can be re-occupied. For purposes of this Section 19.04, the portion of MAPF attributable to the unusable Premises shall be the proportion of MAPF equal to the proportion of total Gross Receipts in the prior Agreement Year attributable to the unusable Premises. Notwithstanding the foregoing, in the event the Premises are damaged or destroyed because of an act, omission, or negligence of Concessionaire, its officers, employees, agents, representatives, invitees, contractors and/or sub-contractors, Concessionaire's Percentage Fees will not abate, and Concessionaire shall be responsible for all costs to repair or rebuild that portion of the Premises damaged or destroyed as a result thereof.

19.04 Limits of Authority's Obligations.

Redecoration, replacement, and refurbishment of furniture, fixtures, equipment, and supplies shall be the responsibility of and paid for by Concessionaire and shall be of equivalent quality and finish to that originally

installed hereunder. The Authority will not be responsible to Concessionaire for any claims related to loss of use, loss of profits, or loss of business resulting from any partial, extensive, or complete destruction of the Premises regardless of the cause of damage.

19.06 Alternate Space.

Authority will use its best efforts to provide Concessionaire with alternate areas acceptable to Concessionaire to continue its operation of the Concession while Authority makes repairs to the Premises, in accordance with the terms of this Article, except for damages caused by Concessionaire's acts, omissions or negligence.

19.07 Waiver of Subrogation.

To the extent insurance permits, and then only to the extent collected or collectable by Concessionaire under its property insurance coverage, Concessionaire waives all claims against Authority and its appointed officials, directors, officers, agents, servants and employees for loss or damage to property.

ARTICLE 20
HAZARDOUS MATERIALS

No goods or materials shall be kept, stored, or used in or on the Premises that are flammable, explosive, hazardous (as defined below) or that may be offensive or cause harm to the public or cause damage to the Premises. Nothing shall be done on the Premises other than as provided in this Agreement that will increase the rate of or suspend the insurance on the Premises or on any structure of the Authority. No machinery or apparatus shall be used or operated on the Premises that will damage the Premises or adjacent areas; provided, however, that nothing in this Article will preclude Concessionaire from bringing or using on or about the Premises, with approval by Authority, such materials, supplies, equipment, and machinery as are appropriate or customary in the operation of Concessionaire's business under this Agreement. Concessionaire assures that all materials, equipment, and all other items used in the performance of this Agreement shall comply with Occupational Safety and Health Administration (OSHA).

The term "Hazardous" will mean:

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

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

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

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

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

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

ARTICLE 21
REGULATORY COMPLIANCE

Concessionaire, its officers, authorized officials, employees, agents, contractors, sub-contractors, or those under its control, will always comply with applicable federal, state, and local laws and regulations, Airport Rules, Regulations, Policies, Procedures and Operating Directives as are now or may hereinafter be prescribed by Authority, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, or Authority including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of Airport.

ARTICLE 22
AIRPORT SECURITY

Concessionaire, its officers, authorized officials, employees, agents, contractors, sub-contractors, and those under its control, will comply with safety, operational, or security measures required of Concessionaire by the Authority or by the FAA or TSA. If Concessionaire, its officers, authorized officials, employees, agents, contractors, sub-contractors, or those under its control fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, Concessionaire shall be responsible and will reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Concessionaire within fifteen (15) days from the date of the invoice or written notice.

ARTICLE 23
AMERICANS WITH DISABILITIES ACT

Concessionaire will comply with the applicable requirements of the Americans with Disabilities Act; the Florida Americans with Disabilities Accessibility Implementation Act; Florida Building Code, Chapter 11, Florida Accessibility Code for Building Construction; and any similar or successor laws, ordinances, rules, standards, codes, guidelines, and regulations and will cooperate with Authority concerning compliance with the same regulations.

ARTICLE 24
FEDERAL AVIATION ADMINISTRATION

This Agreement may be subject to approval of the FAA. If the FAA disapproves this Agreement, it shall become null and void, and both Parties shall bear their own expenses relative to this Agreement, up to the date of disapproval.

ARTICLE 25
RIGHT OF FLIGHT

Concessionaire expressly agrees for itself, its successors, and assigns, to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of Airport, or otherwise constitute an airport hazard.

ARTICLE 26
FEDERAL RIGHT TO RECLAIM

In the event a United States governmental agency demands and takes 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 will terminate, and Authority shall be released and fully discharged from all liability hereunder. In the event of such termination, Concessionaire’s obligation to pay rent will cease; however, nothing herein shall be construed as relieving either Party from any of its liabilities relating to events or claims of any kind whatsoever prior to this termination.

ARTICLE 27
PROPERTY RIGHTS RESERVED

This Agreement shall be subordinate to the provisions of any existing or future agreements between the Authority (or its predecessor or successor) and the United States of America, relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to the Authority (or its predecessor or successor) of Federal funds for the development of the Airport (Grant Assurances). If this Agreement, either on its own terms or by any other reason, conflicts with or violates such Grant Assurances, the Authority has the right to amend, alter or otherwise modify the terms of this Agreement to resolve such conflict or violation and Concessionaire shall not withhold its consent to such amendments, alterations, or modifications.

ARTICLE 28
ASSIGNMENT AND SUBCONTRACT

Concessionaire may not assign, sub-contract of Terms and/or sublease its rights, interests, or obligations in whole or in part under this Agreement without the prior written consent of Authority in the Authority's sole and absolute discretion. Subject to the terms and conditions set forth in this Section, and only after it has received the Authority's written approval and consent, the Concessionaire shall be permitted to sub-contract of Terms with respect to all or any portions of the Premises.

Each party to a sub-contract and each sub-contract, and any contemporaneous or subsequent addendum, amendment, modification, or other agreement relating to any such sub-contract, must be reviewed, and approved in advance by the Authority. The sub-contract must contain substantially the same business terms and conditions as those found in this Agreement, and the sub-contract must acknowledge the existence of this Agreement and that the sub-contracting parties are bound by the terms and conditions of this Agreement, and state that the sub-contracting parties shall comply with the satisfy the requirements and obligations of Concessionaire hereunder. All rent, fees, charges, or other monies due and payable hereunder which are, pursuant to any sub-contract, to be paid by a sub-contractor shall not be marked-up by Concessionaire. Sub- lessees must independently operate any sub-contracted premises and adhere to and comply with all the terms, conditions, requirements, restrictions, obligations, and standards set forth herein, including without limitation, all audit standards incorporated herein. The Authority reserves the right to request from Concessionaire any related information it deems necessary to conduct its review of any request for assignment or subletting and the Concessionaire agrees to furnish the same.

ARTICLE 29
CORPORATE TENANCY

If Concessionaire is a corporation, the undersigned officer of Concessionaire hereby warrants and certifies to Authority that Concessionaire is a corporation in good standing, is authorized to do business in the State of Florida, and the undersigned officer is authorized and empowered to bind the corporation to the terms of this Agreement by his or her signature thereto.

ARTICLE 30
NON-EXCLUSIVE RIGHTS

This Agreement will not be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC 40103(e) or 49 USC 47107(a), as may be amended from time to time, and related regulations.

ARTICLE 31
RIGHT TO DEVELOP AIRPORT

It is covenanted and agreed that Authority reserves the right to further develop or improve the Airport and all landing areas and taxiways as it may see fit, regardless of the desires or views of Concessionaire or its sub-contractors and without interference or hindrance.

ARTICLE 32
LAW AND VENUE

This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Agreement shall be in Sarasota County, Florida, in the 12th Judicial Circuit Court of Florida.

ARTICLE 33
ATTORNEYS' FEES

In the event legal action is required by the Authority to enforce this Agreement, Authority shall be entitled to recover costs and attorneys' fees, including in-house attorney time (fees) and appellate fees.

ARTICLE 34
RIGHT TO AMEND

In the event that the FAA or its successors requires amendments, modifications, revisions, supplements, or deletions in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, Concessionaire agrees to consent to such amendments, modifications, revisions, supplements, or deletions to this Agreement as may be reasonably required to obtain such funds; provided, however, that in no event will Concessionaire be required, pursuant to this paragraph, to agree to an increase in the charges provided for hereunder.

ARTICLE 35
SECTIONS AND HEADINGS

The sections and headings contained herein, including the Table of Contents, are for convenience and are not intended to define or limit the scope of any provisions of this Agreement. If for any reason there is a conflict between content and headings, the content will govern.

ARTICLE 36
NOTICES AND COMMUNICATIONS

All notices or communication, whether to Authority or to Concessionaire pursuant hereto, shall be deemed validly given, served, or delivered upon receipt by the party by US Postal Service Certified First Class Mail, Return Receipt Required, hand delivery, or one (1) day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

To Authority:	To Concessionaire:
Sarasota Manatee Airport Authority	Paradies-Shell Factory III, L.L.C.
Sarasota Bradenton International Airport	2849 Paces Ferry Rd.
6000 Airport Circle	Ste. 400
Sarasota, Florida 34243-2105	Atlanta, GA 30339
Attn: President/Chief Executive Officer	

or to such other address as either party may designate in writing by notice to the other Party delivered in accordance with the provisions of this Article. If the notice is sent through a mail system, verifiable tracking documentation, such as a certified return receipt or overnight mail tracking receipt, is required.

ARTICLE 37
SUBORDINATION TO TRUST AGREEMENT

This Agreement and all rights of Concessionaire hereunder are expressly subordinated and subject to the Lien and provisions of any pledge, transfer, hypothecation, or assignment made at any time by Authority to

secure financing. This Agreement is subject and subordinate to the terms, covenants, and conditions of the Trust Agreement made by Authority authorizing the issuance of bonds by Authority. Conflicts between this Agreement and the documents mentioned above shall be resolved in favor of such documents.

ARTICLE 38
RADON GAS NOTIFICATION

RADON GAS: Radon is 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 your county public health department.

ARTICLE 39
RELATIONSHIP OF PARTIES

Concessionaire is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and Authority will in no way be responsible, therefore.

ARTICLE 40
AUTHORITY APPROVALS

Except as otherwise indicated elsewhere in this Agreement, wherever in this Agreement approvals are required to be given or received by Authority, it is understood that the Authority's President/CEO or a designee of the President/CEO, is hereby empowered to act on behalf of Authority.

ARTICLE 41
INVALIDITY OF CLAUSES

The invalidity of any part, portion, article, paragraph, provision, or clause of this Agreement will not have the effect of invalidating any other part, portion, article, paragraph, provision, or clause thereof, and the remainder of this Agreement shall be valid and enforced to the fullest extent permitted by law.

ARTICLE 42
TIME OF THE ESSENCE

Time is of the essence for all terms, covenants, and conditions of this Agreement.

ARTICLE 43
TAXES AND ASSESSMENTS

Concessionaire shall bear, at its own expense, all costs of operating the Concession including all applicable sales, use, intangible and ad valorem taxes of any kind, against Concessionaire's Premises, the real property and any improvements thereto, Trade Fixtures and other personal property used in the performance of the Concession or leasehold estate which are created herein, or which result from Concessionaire's occupancy or use of the Premises or assessed on any payments made by Concessionaire hereunder, whether levied against Concessionaire or Authority. Concessionaire will also pay any other taxes, fees, or assessments against the Premises or leasehold estate created herein. The Concessionaire will pay the taxes, fees, or assessments reflected in a notice Concessionaire receives from the Authority within thirty (30) days after Concessionaire's receipt of that notice or within the time prescribed in the tax bill. Authority will attempt to cause the taxing authority to send the applicable tax bills directly to Concessionaire and Concessionaire will remit payment directly to the taxing authority, in such instance. Concessionaire may reserve the right to contest such taxes, fees, or assessments and withhold payment upon written notice to Authority of its intent to do so, so long as the nonpayment does not result in a Lien against the real property or any improvements thereon or a direct liability on the part of Authority. Concessionaire shall pay to Authority, with each payment of Rent, Support Space Rent, Privilege Fee and Concession Services Fees to Authority, all sales or other taxes which may be due with respect to such

payments, and upon receipt, Authority shall remit such taxes to the applicable taxing authorities.

This Agreement shall be net to Authority. Concessionaire is responsible for all the costs attributable to the Concession, including all utilities, taxes and assessments of any nature whatsoever incurred on or assessed against the Concession or the Premises during the Term of this Agreement.

ARTICLE 44
SIGNATURES AND COUNTERPARTS

45.01 Signature.

It is an express condition of this Agreement that it will not be complete or effective until signed by Authority and by Concessionaire.

45.02 Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

ARTICLE 45
SCRUTINIZED COMPANIES

This Agreement shall be terminated in accordance with Florida Statute Section 287.135(3) if it is found that Concessionaire submitted a false Scrutinized Company Certification as provided in Florida Statute Section 287.135(5) or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

ARTICLE 46
SERVICE OF PROCESS

It is expressly agreed and understood that if Concessionaire is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, then in any such event Concessionaire does designate the Secretary of State, State of Florida, as its agent for the purpose of service of process in any court action between it and Authority arising out of or based upon this Agreement, and the service shall be made as provided by the laws of the State of Florida for service upon a non- resident. It is further expressly agreed, covenanted, and stipulated that if for any reason service of such process is not possible, and Concessionaire does not have a duly noted resident agent for service of process, as an alternative method of service of process, Concessionaire may be personally served with such process out of this State, by the registered mailing of such complaint and process to Concessionaire at the address set out in this Agreement. Such service will constitute valid service upon Concessionaire as of the date of mailing. The Concessionaire will have thirty (30) days from the date of mailing to respond thereto. It is further expressly understood that Concessionaire hereby agrees to the process so served, submits to the jurisdiction of the court, and waives all obligation and protest thereto, any laws to the contrary notwithstanding.

ARTICLE 47
PUBLIC RECORDS LAW

Concessionaire agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

A. Keep and maintain public records that ordinarily and necessarily would be required by Authority.

B. Provide the public with access to public records on the same terms and conditions that the Authority would provide the public records and at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to Authority all public records in possession of Concessionaire upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to Authority in a format that is compatible with Authority's information technology systems.

ARTICLE 48
DATA SECURITY

Concessionaire will establish and maintain safeguards against the destruction, loss or alteration of Authority data or third-party data that Concessionaire may gain access to or be in possession of in the performance of this Agreement. Concessionaire will not attempt to access, and will not allow its personnel access to, Authority data or third-party data that is not required for the performance of the services of this Agreement by such personnel.

Concessionaire will adhere to and abide by the security measures and procedures established by Authority. In the event Concessionaire or Concessionaire's sub-contractor (if any) discovers or is notified of a breach or potential breach of security relating to Authority data or third-party data, Concessionaire will promptly: (i) notify Authority of such breach or potential breach; and ii) if the applicable Authority data or third-party data was in the possession of Concessionaire at the time of such breach or potential breach, Concessionaire will investigate and cure the breach or potential breach.

ARTICLE 49
FLORIDA PUBLIC ENTITY CRIMES

The Concessionaire attests compliance with Florida Statute Section 287.133, concerning Public Entity Crimes, as further stated in Exhibit F hereto.

ARTICLE 50
NON-DISCLOSURE

All written and oral information and materials (hereinafter referred to as Information) disclosed or provided by Authority to Concessionaire under this Agreement will not be disclosed by Concessionaire, whether provided before or after the date of this Agreement.

The Information will remain the exclusive property of Authority and will only be used by Concessionaire for purposes permitted under this Agreement. Concessionaire will not use the Information for any purpose which might be directly or indirectly detrimental to Authority or any of its affiliates or subsidiaries.

The Concessionaire will prevent the unauthorized use, disclosure, dissemination, or publication of the Information. Concessionaire agrees that it will cause its employees and representatives who have access to the Information to comply with these provisions and Concessionaire shall be responsible for the acts and omissions of its employees and representatives with respect to the Information.

The Concessionaire agrees that any disclosure of the Information by Concessionaire's employees and/or representatives shall be deemed a default of this Agreement. Concessionaire agrees that in an Event of Default or threatened breach by Concessionaire of its non-disclosure obligation, Authority may obtain such legal remedies as are available, and, in addition thereto, such equitable relief as may be necessary to protect Authority.

The non-disclosure obligation imposed on Concessionaire under this Agreement will survive the expiration or termination of this Agreement and the obligation will last indefinitely.

ARTICLE 51
WAIVERS

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Agreement, or noncompliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or Agreement herein contained, nor of the strict and prompt performance thereof by Concessionaire. No delay, failure, or omission of Authority to exercise any right, power, privilege, or option arising from any default nor subsequent payment of charges then or thereafter accrued, will impair any such right, power, privilege, or option, or be construed to be a waiver of any such default or relinquishment thereof or acquiescence therein. No notice by Authority shall be required to restore or revive time as being of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy or privilege of Authority shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all the rights, powers, options, or remedies given to Authority by this Agreement are cumulative and no one of them shall be exclusive of the other or exclusive of any remedies provided by law, and that the exercise of one right, power, option, or remedy by Authority will not impair its rights to any other right, power, option, or remedy.

Concessionaire hereby waives any claim against Authority and its officers, appointed Board members, agents, or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part hereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

ARTICLE 52
ENTIRE AGREEMENT

This Agreement represents the complete and final understanding between the Parties, and any prior agreements or representations, whether written or verbal, are hereby superseded. This Agreement may subsequently be amended only by written instrument signed by the Parties hereto, unless provided otherwise within the terms and conditions of this Agreement.

ARTICLE 53
ORDER OF PRECEDENCE

The documents listed below are a part of this Agreement and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

A. Terms and Conditions as contained in this Agreement.

B. RFP No. P-230009, Sarasota Bradenton International Airport Concessions Redevelopment Program; Food, Beverage, and Retail Concessions, and all its addenda.

C. Concessionaire’s Response to RFP No. P-230009, Sarasota Bradenton International Airport Concessions Redevelopment Program; Food, Beverage, and Retail Concessions, as received by Authority.

(Continued on next page).

IN WITNESS THEREOF, the parties have hereunto set their hands and seals this 27th day of November in the year 2023.

SARASOTA MANATEE AIRPORT AUTHORITY

Signature _____

Name _____

Title _____

Date _____

CONCESSIONAIRE: PARADIES-SHELL FACTORY III, L.L.C.

Signature _____

Name _____

Title _____

Date _____

WITNESSES

Signature _____

Name _____

Title _____

Date _____

Signature _____

Name _____

Title _____

Date _____

WITNESSES

Signature _____

Name _____

Title _____

Date _____

Signature _____

Name _____

Title _____

Date _____

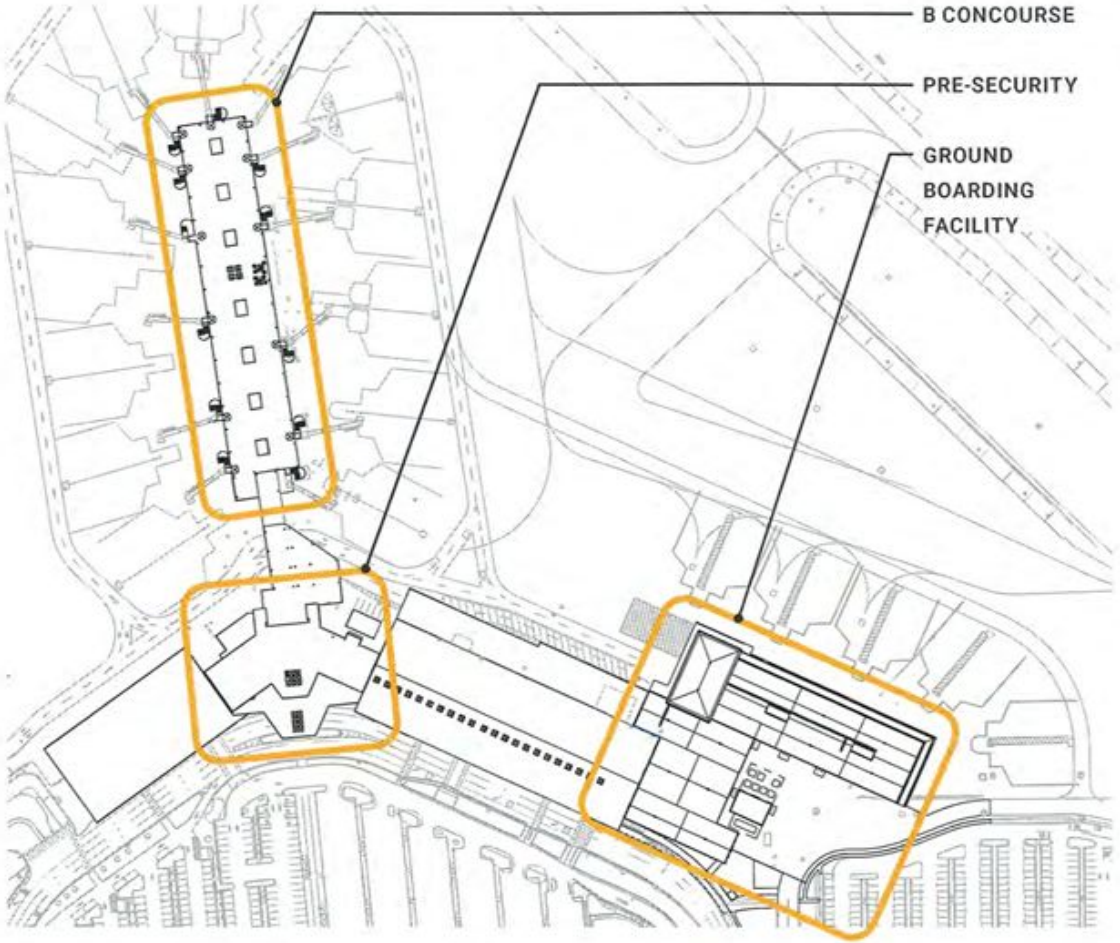
Approved as to Form & Legality for Sarasota Manatee Airport Authority

_____
Charles D. (Dan) Bailey, Jr., Esq.
General Counsel, Williams Parker

EXHIBIT A
PREMISES EXHIBITS

5.1 Introduction

This chapter introduces the available Tenant spaces. It begins with an overall plan of the concourses and locates the Tenants and Tenant types within them. Each Tenant space is then described with a floor plan and storefront elevation. Square footages and dimensions provided on these drawings are intended to provide a rough estimate, and should not be considered final. Prospective Tenants to obtain LOD information from the Airport Authority.



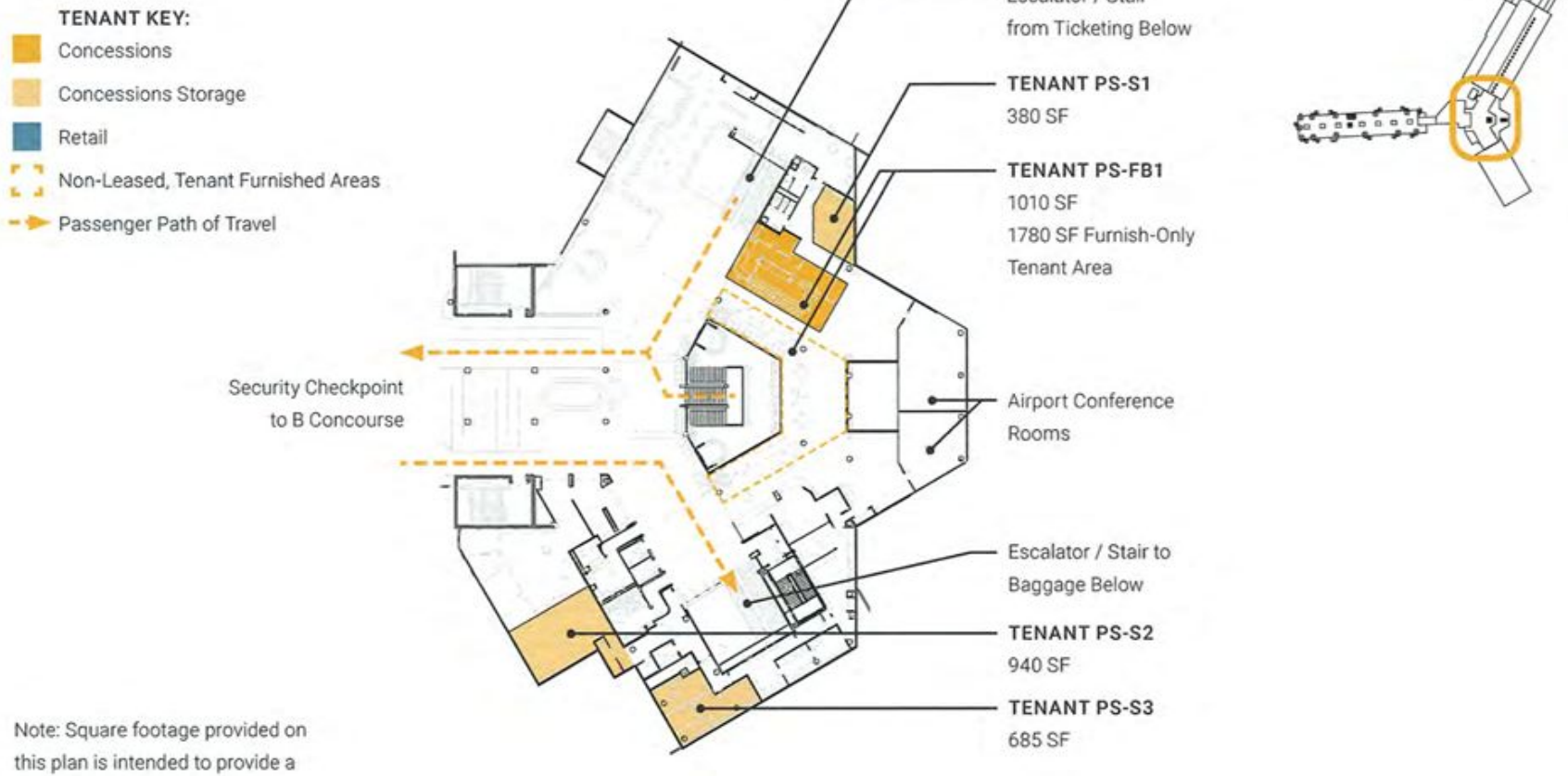
TERMINAL AND CONCOURSE LOCATION PLAN

NORTH

EXHIBIT A
PREMISES EXHIBITS

DRAFT

5.2 Overall Concessions Plan, Pre-Security, Level 2



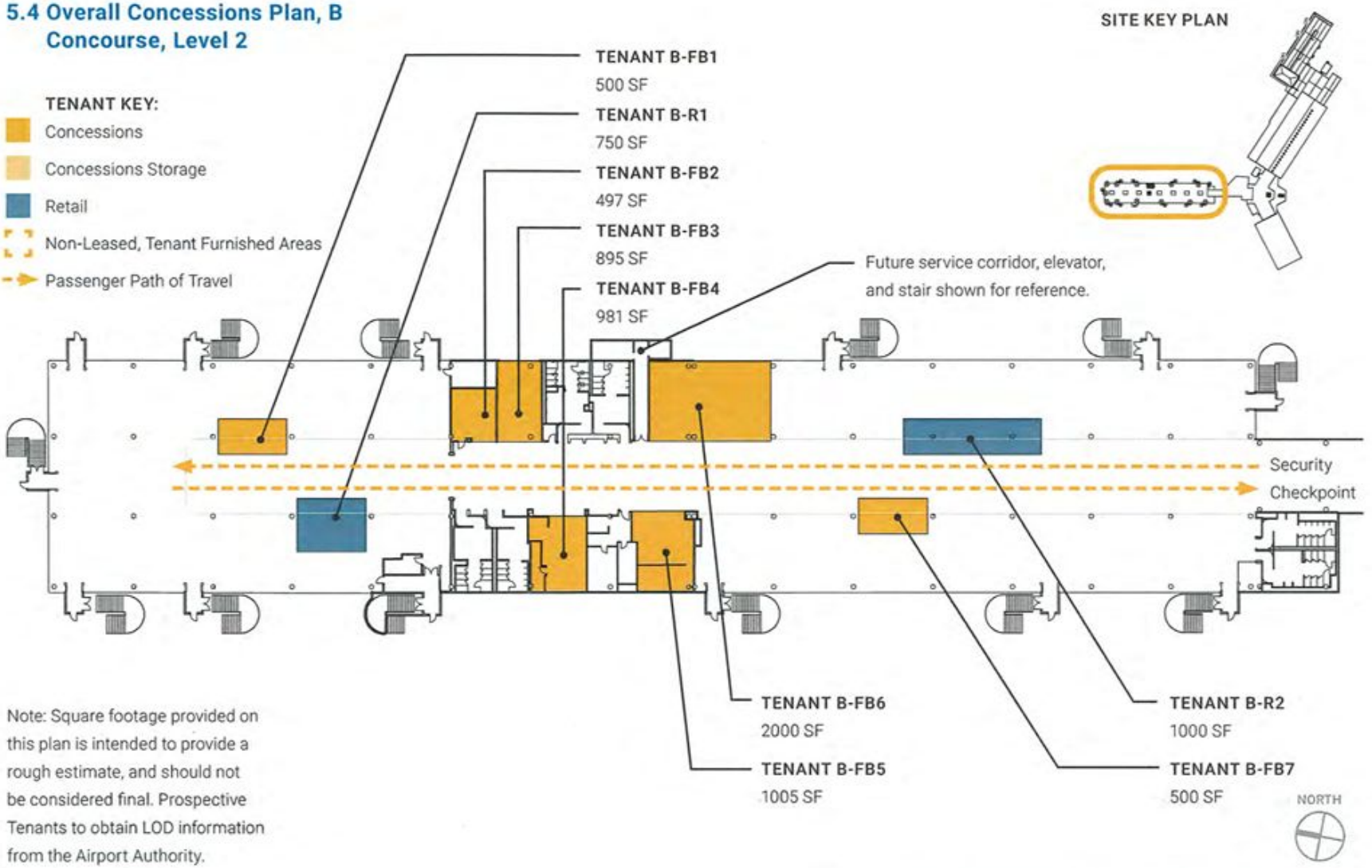
Note: Square footage provided on this plan is intended to provide a rough estimate, and should not be considered final. Prospective Tenants to obtain LOD information from the Airport Authority.

03/31/2023

EXHIBIT A
PREMISES EXHIBITS

DRAFT

5.4 Overall Concessions Plan, B Concourse, Level 2



Note: Square footage provided on this plan is intended to provide a rough estimate, and should not be considered final. Prospective Tenants to obtain LOD information from the Airport Authority.

03/31/2023

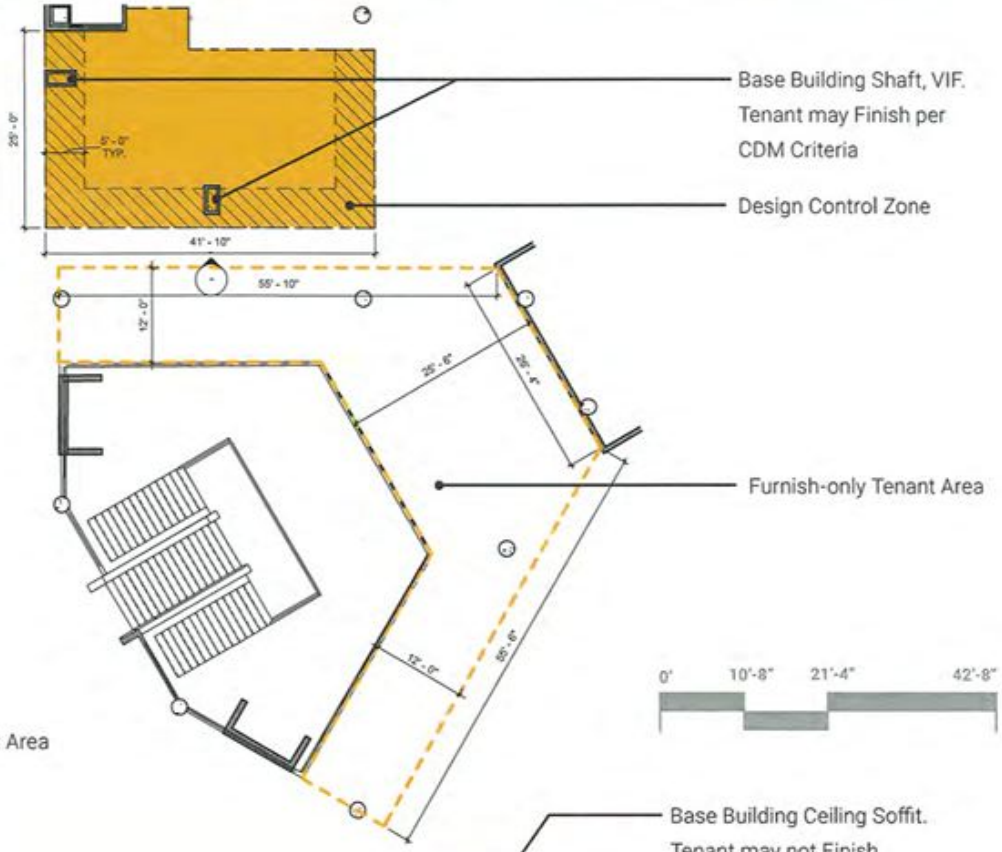
EXHIBIT A
PREMISES EXHIBITS

DRAFT

5.7 Space PS-FB1

TENANT KEY:

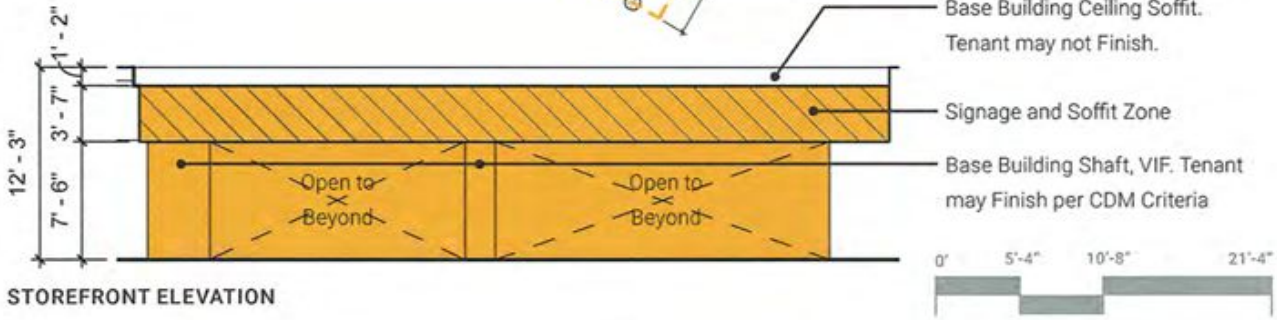
- Concessions
- Concessions Storage
- Retail
- Non-Leased, Tenant Furnished Areas
- Passenger Path of Travel



FLOOR PLAN
1010 SF Leased Space
1780 SF Furnish-only Tenant Area

Note: Concessionaire responsible for identifying and maintaining all base building fire-rated walls, floors, and ceilings.

Note: Square footage provided on this plan is intended to provide a rough estimate, and should not be considered final. Prospective Tenants to obtain LOD information from the Airport Authority.



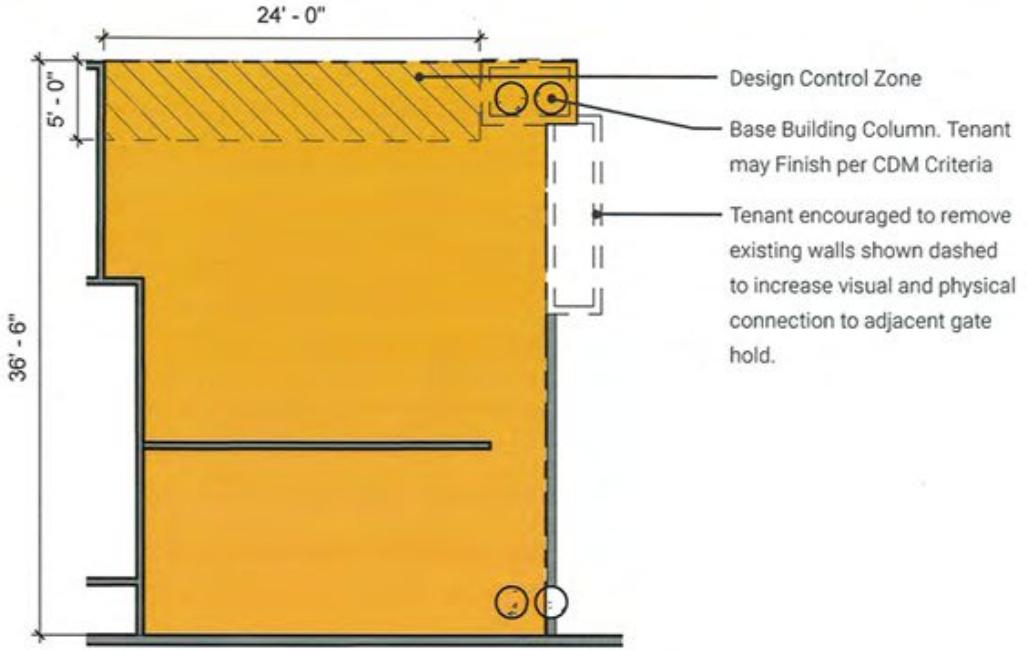
STOREFRONT ELEVATION

EXHIBIT A
PREMISES EXHIBITS

5.15 Space B-FB5

TENANT KEY:

- Concessions
- Concessions Storage
- Retail
- Non-Leased, Tenant Furnished Areas
- Passenger Path of Travel

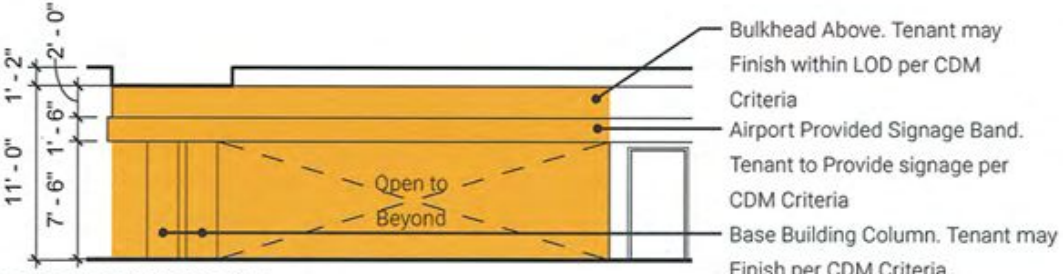


FLOOR PLAN
1005 SF

Note: Concessionaire responsible for identifying and maintaining all base building fire-rated walls, floors, and ceilings.

Note: Square footage provided on this plan is intended to provide a rough estimate, and should not be considered final. Prospective Tenants to obtain LOD information from the Airport Authority.





STOREFRONT ELEVATION

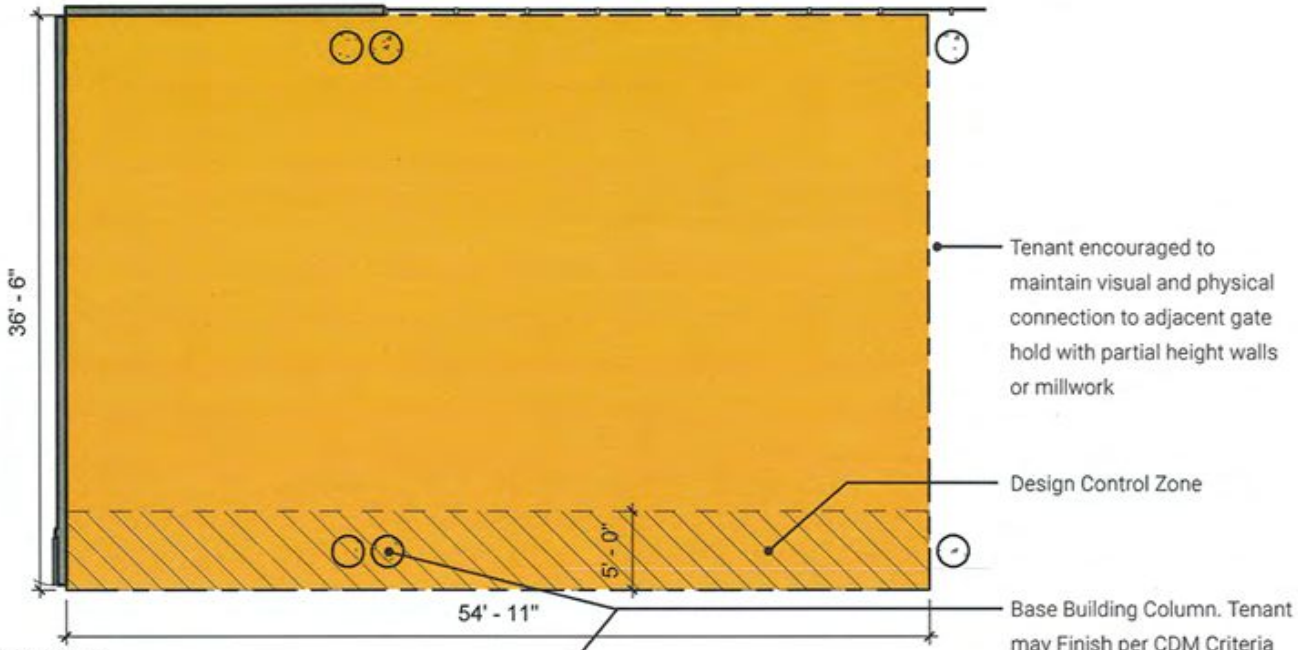
03/31/2023

EXHIBIT A
PREMISES EXHIBITS

5.16 Space B-FB6

TENANT KEY:

- Concessions
- Concessions Storage
- Retail
- Non-Leased, Tenant Furnished Areas
- Passenger Path of Travel

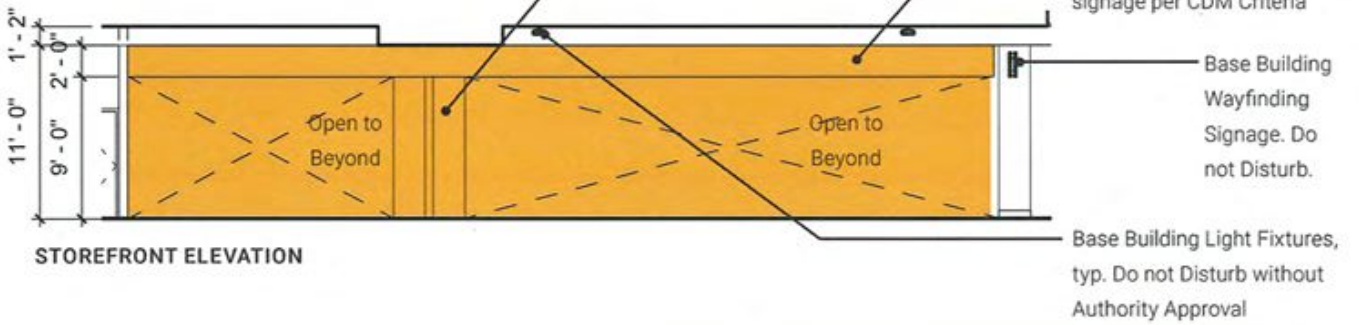


FLOOR PLAN
2000 SF

Note: Concessionaire responsible for identifying and maintaining all base building fire-rated walls, floors, and ceilings.

Note: Square footage provided on this plan is intended to provide a rough estimate, and should not be considered final. Prospective Tenants to obtain LOD information from the Airport Authority.





STOREFRONT ELEVATION

03/31/2023

EXHIBIT A
PREMISES EXHIBITS

5.18 Space B-R2

TENANT KEY:

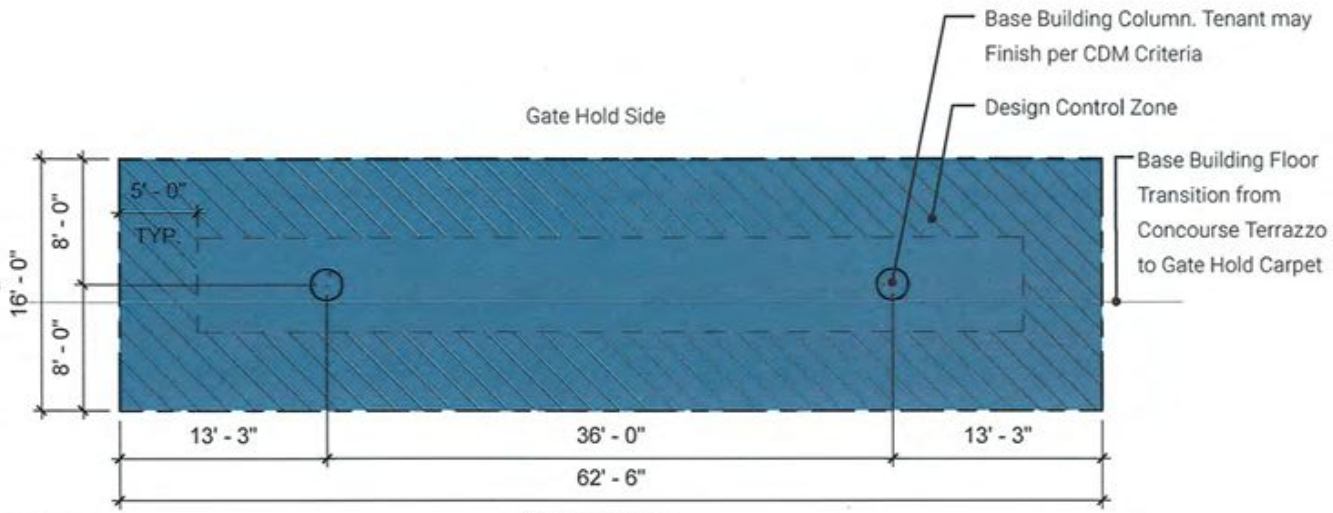
- Concessions
- Concessions Storage
- Retail
- Non-Leased, Tenant Furnished Areas
- Passenger Path of Travel

General Note:
Island Retail should not form a barrier to the gate hold seating. Merchandise display and point-of-sale millwork should be designed to allow passengers to circulate through the tenant space.

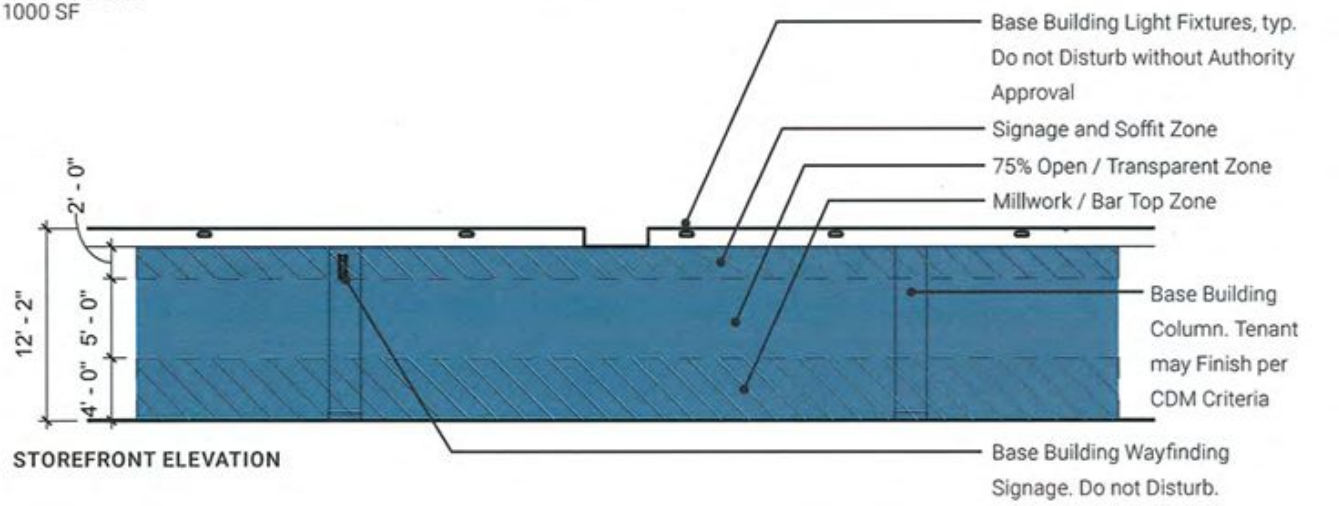
Note: Concessionaire responsible for identifying and maintaining all base building fire-rated walls, floors, and ceilings.

Note: Square footage provided on this plan is intended to provide a rough estimate, and should not be considered final. Prospective Tenants to obtain LOD information from the Airport Authority.

0' 5'-4" 10'-8" 21'-4"



FLOOR PLAN
1000 SF



STOREFRONT ELEVATION

03/31/2023

EXHIBIT B
PERMITTED BRANDS, PRODUCTS, MENUS, AND PRICES

LOCATION	BRAND
B-FB5	STARBUCK'S
B-FB6	MATTISON'S CITY GRILLE
B-R2	SEASIDE MERCHANTILE
PS-FB1	DUNKIN - SUNCOAST TRADING & BAR

Note: Refer to Article 4.07, Permitted Brands, Products, Menus, and Prices.

EXHIBIT C
MONTHLY CONCESSION REPORT

SRQ STATEMENT OF RENT
FOR MONTH ENDING _____, 2024

Sales Catergory	Current Monthly Sales	Sales Year To Date	Percentage Rate	Monthly Percentage Rent
FOOD AND NON ALCOHOLIC BEVERAGES				
ALCOHOLIC BEVERAGES				
NEWS/CONVENIENCE/SPECIALTY RETAIL				
TOTALS				
PERCENTAGE RENT				
MINIMUM PERCENTAGE RENT				
MONTHLY RENT DUE				
LESS PRIOR PERCENTAGE RENT				
TOTAL RENT DUE				

The foregoing is certified to be true and corrected to the best of my knowledge.

Signature Date

Name

Chief Financial Officer

Address questions to:
Title (000) 000-0000
Title (000) 000-0000

SAMPLE

EXHIBIT D
DEVELOPMENT SCHEDULE

Note: Refer to Article 13.04, Development Scheule.

EXHIBIT E
FORM OF GUARANTY OF AGREEMENT

FORM OF GUARANTY OF AGREEMENT

WHEREAS, the Lease and Concession Agreement ("Agreement"), made and entered into this 27th day of November, 2023, by and between **SARASOTA MANATEE AIRPORT AUTHORITY**, a body politic and corporate existing under the laws of the State of Florida, hereinafter referred to as "Authority", and **PARADIES-SHELL FACTORY III, L.L.C.** a corporation organized under the laws of the State of Florida, authorized to do business in the state of Florida, whose principal place of business is 2849 Paces Ferry Rd., Ste. 400, Atlanta, GA 30339, hereinafter referred to as "Concessionaire", collectively hereinafter the "Parties".

Location:	Sarasota Bradenton International Airport Sarasota and Mantee Counties, Florida 6000 Airport Circle, Sarasota, FL 34243
Authority:	Sarasota Mantee Airport Authority
Concessionaire:	Paradies-Shell Factory III, L.L.C.
Guarantor:	_____
Guarantor Address:	_____ _____ _____ _____

WHEREAS, the Authority under said Agreement requires as a condition to its execution of said Agreement that the undersigned (hereinafter referred to as Guarantor) guarantee the full performance of the obligations of Concessionaire under said Agreement; and

WHEREAS, the undersigned is desirous that Authority enter into said Agreement with Concessionaire.

NOW THEREFORE, in consideration of the execution of said Agreement by Authority, Guarantor hereby unconditionally guarantees the complete and timely performance of each and all the terms, covenants and conditions of said Agreement to be kept and performed by said Concessionaire, including but not limited to the Summary of Terms of the Agreement and the payment of all Rent and all other rents, fees, and charges to accrue thereunder. Guarantor further agrees as follows:

A. That this Guaranty shall continue in favor of Authority notwithstanding any extension, modifications, or alteration of said Agreement entered into by and between the Parties thereto, or their successors or assigns, notwithstanding any assignment of said Agreement, with or without the consent of Authority, and no extension, modification, alteration or assignment of the above referred-to Agreement shall in any manner release or discharge Guarantor and it does hereby consent thereto; and

B. This Guaranty will continue unchanged by any bankruptcy, reorganization, or insolvency of Concessionaire or any successor or assignee hereof or by any disaffirmance or abandonment by a trustee to Concessionaire; and

C. Authority, may, without notice, assign this Guaranty in whole or in part, and no assignment or transfer of the Agreement shall operate to extinguish or diminish the liability of Guarantor hereunder; and

D. The liability of Guarantor under this Guaranty shall be primary and, in any right of action that shall accrue to Authority under the Agreement, Authority may, at its option, proceed against the undersigned without having commenced any action or obtained any judgment against Concessionaire; and

E. Guarantor shall pay Authority's reasonable attorney fees and all costs and other expenses incurred in any negotiations, action or proceeding commenced to enforce this Guaranty; and

F. Guarantor hereby waives notice of any demand by Authority as well as of any notice of Concessionaire's default in the payment of rent or any other amounts contained or reserved in the Agreement; and

G. The Guarantor hereby consents to personal jurisdiction and venue in the state and judicial district in which the Premises is located.

The use of the singular herein shall include the plural. The obligation of two or more parties shall be joint and several. The terms and provisions of this Guaranty shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successor and assigns of the parties herein named.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty of Agreement to be executed as of the effective date of the above-mentioned Agreement.

Corporate Seal:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Guarantor: _____

Address: _____

City, State, Zip: _____

E-Mail Address _____

Telephone: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Guarantor: _____

Address: _____

City, State, Zip: _____

E-Mail Address _____

Telephone: _____

Note: If Guarantor is a corporation, its authorized officials must sign on behalf of the corporation and indicate the capacity in which they are signing. This Form of Guaranty must be executed by the President or Vice President and the Secretary or Assistant Secretary, unless the bylaws or a resolution of Authority of Directors shall otherwise provide, in which event, the bylaws or a certified copy of the resolution shall be attached to this Guaranty. The appropriate corporate seal should be affixed hereto.

EXHIBIT F
STATEMENT FOR PUBLIC ENTITY CRIMES

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON 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: _____
   (print individual's name and title)

   for: _____
   (print name of entity submitting sworn statement)

   whose business address is: _____

   _____

   _____

   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 lease 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, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty of 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 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 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 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 SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE AFFECTING THE CORRECTNESS OF THE INFORMATION CONTAINED IN THIS SWORN STATEMENT.

_____
(Signature) (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 _____, 2023 by _____ who is ☐ personally known to me or ☐ has produced _____ as identification.

_____
Signature of Notary Public

_____
Printed Name of Notary Public

My Commission Expires:

(SEAL)



SARASOTA
BRADENTON
INTERNATIONAL

LEASE AND CONCESSION AGREEMENT

SARASOTA BRADENTON INTERNATIONAL AIRPORT
SARASOTA, FLORIDA

BETWEEN

SARASOTA MANATEE AIRPORT AUTHORITY

AND

SSP AMERICA SRQ, L.L.C.

Effective Date: November 27, 2023

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EXHIBITS

The following Exhibits are attached hereto and are hereby incorporated and made a part of this Agreement:

Exhibit A Premises Exhibits
Exhibit B Permitted Brands, Products, Menus, and Prices
Exhibit C Monthly Concession Report
Exhibit D Development Schedule
Exhibit E Form of Guaranty of Agreement
Exhibit F Statement for Public Entity Crimes

LEASE AND CONCESSION AGREEMENT

This Lease and Concession Agreement ("Agreement"), made and entered into this 27th day of November, 2023, by and between **SARASOTA MANATEE AIRPORT AUTHORITY**, a body politic and corporate existing under the laws of the State of Florida, hereinafter referred to as "Authority", and **SSP AMERICA SRQ, INC.,** a Limited Liability Company, organized under the laws of the State of Florida, authorized to do business in the state of Florida, whose principal place of business is 20408 Bashan Dr., Ste. 300, Ashburn, VA 2017, hereinafter referred to as "Concessionaire", collectively hereinafter referred to as the "Parties".

W I T N E S E T H:

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

WHEREAS, the Authority has constructed an airline passenger terminal ("Terminal") at the Airport to serve the needs of the traveling public; and

WHEREAS, the Authority solicited that certain Request for Proposals No. P-230009, titled as Sarasota Bradenton International Airport Concession Redevelopment Program: Food, Beverage, and Retail Concession, dated May 23, 2023 ("Request for Proposals"), which Request for Proposals was divided into two Packages; and

WHEREAS, Concessionaire was determined by the Authority to submit the most preferred responsive and responsible proposal to construct, operate and maintain food, beverage, and retail concessions at the Airport in response to Package No. 2 of the Request for Proposals; and

WHEREAS, Authority desires to grant Concessionaire the non-exclusive right to lease, construct, operate and maintain certain food, beverage, and retail concessions at the Airport as defined in Package No. 2 of the Request for Proposals;

NOW THEREFORE, for in consideration of the foregoing and of the mutual covenants hereinafter contained, and other good and valuable consideration, Authority and Concessionaire (hereinafter the "Parties") hereby agree as follows:

ARTICLE 1
DEFINITIONS

The following words, terms, and phrases wherever used in this Agreement shall for the purpose of this Agreement have the following meaning:

A. Agreement – This Lease and Concession Agreement, and as used herein contemplates and includes the lease of space in the terminal and the right and obligation of Concessionaire to use such space to construct and operate a non-exclusive Concession, under the terms and conditions expressly set forth herein.

B. Agreement Year - The First Agreement Year shall begin on January 1, 2025. Each subsequent twelve (12) month period, October 1 through September 31, is another Agreement Year.

C. Airport – The Sarasota-Bradenton International Airport (SRQ), located in the City of Sarasota, Sarasota County and Manatee County, Florida, including real property, the fee simple title to which is vested in the Authority.

D. Airport Terminal - The passenger transportation facilities at the Airport, existing and under construction as of the Effective Date of this Agreement, and to be constructed during the Term of this Agreement, known individually as the Main Terminal and Ground Boarding Facility, including

all user movement areas, areas leased exclusively or preferentially to any third party, common areas and baggage claim areas therein and interconnecting hallways, concourses, and loading bridges.

E. Approved Project - As it applies to each Concession Location and any other portion of the Premises, Concessionaire's construction, furnishing, fixturing, and remodeling of such portion of the Premises as reviewed and approved in writing by Authority in accordance with Authority's Tenant Construction Permit.

F. Authority – The Sarasota Manatee Airport Authority, an Independent Special District created by the Legislature of the State of Florida, pursuant to Chapter 91-358, Laws of Florida as amended, which owns and operates the Airport, and its administrative staff which is charged with daily operations of the Airport.

G. Authority's Work - The work to be done by or on behalf of the Authority to prepare the Premises for the Concessionaire.

H. Capital Investment - Those dollars spent by Concessionaire in the actual construction, remodeling, furnishing, fixturing, and equipping of any portion of the Premises, including reasonable architectural and engineering fees relating thereto, as defined in Article 13.06 herein, in connection with an Approved Project for such portion of the Premises. Capital Investment includes:

- Leasehold Improvements: All improvements and equipment that are structural in nature or are affixed to the Premises and cannot be removed without material damage to the Premises including, but not limited to, mechanical, electrical, and plumbing work, floors, ceilings, demising walls, store fronts, lighting fixtures, and built-in shelving.

- Trade Fixtures: All furniture, fixtures and major equipment installed by Concessionaire within the Premises for use in its performance of the Concession which may be removed from the Premises without causing material damage to the Premises.

I. Commencement Date - The day the first Concession Location under this Agreement opens for business.

J. Common Areas - Those areas of the Airport Terminal that are not leased, licensed, or otherwise designated or made available by Authority for exclusive or preferential use by a specific party or parties.

K. Concession - The non-exclusive rights granted to Concessionaire by Authority to develop and operate a business to sell food, beverage and retail products and services to the public defined in Package No. 2 of the Request for Proposals and direct operations related thereto, in accordance with the terms, covenants and conditions of this Agreement.

L. Concession Location(s) - The locations, individually or collectively, within the Premises which are intended for the sale of Concessionaire's goods and services defined in Package No. 2 of the Request for Proposals.

M. Concessions Services - Concessionaire's Operating Obligations and other maintenance and repair performed by Authority on behalf of and for the benefit of Concessionaire as described in Section 15.03 hereunder.

M. Concessions Design Criteria - The compilation of Authority's design and construction standards established in Authority's Concessions Design Manual, as may be amended, governing all aspects of the Concessionaire's design and construction of the Premises, which Concession Design Manual is incorporated by reference in this Agreement. Authority reserves the right to amend the Authority's Concession Design Manual from time to time during the Term of this Agreement. Any said

amendment shall be binding on Concessionaire without need for amendment of this Agreement, provided that such amendments of the Authority's Concession Design Manual does not conflict with the other terms, covenants and conditions of this Agreement.

O. Concessionaire - The legal entity that is party to this Agreement who is bound by this Agreement to develop and operate the Concession at the Airport. Concessionaire shall include all approved sub-concessionaires of Concessionaire who are operating within the Premises pursuant to subleases with Concessionaire. In all provisions of this Agreement that require a person to comply with a specific provision requiring representation of Concessionaire, this person shall be an authorized official of Concessionaire.

P. Concessionaire's Obligations - The various maintenance, repair, and operating duties hereunder to be performed by Concessionaire, at its own cost and expense, in the performance of the Concession. The performance of the obligation by the Concessionaire, or payment to a third party for the performance of these obligations, are not rental payments or other considerations for the right to occupy real property but are acknowledgements by the Concessionaire of its obligation to maintain, repair, and otherwise keep the Premises in First Class condition.

Q. Concessionaire's Proposal - Concessionaire's Proposal submitted to the Authority in response to the Sarasota Manatee Airport Authority Request for Proposals P-230009, Concessions Redevelopment Program: Food, Beverage, and Retail Concessions, Package No. 2, issued by the Airport Authority on May 23, 2023, incorporated in its entirety in this Agreement by reference hereof.

R. Effective Date - The date of full execution of this Agreement by the Parties.

S. Expiration Date - The tenth (10^{th}) anniversary of the Project Completion Date.

T. FAA - The Federal Aviation Administration or any successor thereto.

U. First Class - A manner of operation of the Concessions, a standard of quality of materials and construction, or a standard of quality of food, beverages, products, and services, comparable to those of upscale shopping centers in the North Port, Sarasota-Bradenton Metropolitan Statistical Area and similar high-quality airport and non-airport retail and food service establishments.

V. Gross Receipts - The total amount of monies paid to or earned by Concessionaire at or from the Premises in its performance of the Concession, as further described in Section 6.01.

W. Minimum Annual Privilege Fee - The minimum amount payable by Concessionaire to Authority each Agreement Year for the Privilege Fee as further described in Section 6.03. The Minimum Annual Privilege Fee is hereinafter referred to as the MAPF.

X. Minimum Initial Capital Investment. The Initial Capital Investment expressed in dollars submitted as part of the Concessionaire's Financial Proposal in response to Package No. 2 of the Request for Proposals, incorporated by reference in this Agreement.

Y. Minimum Midterm Capital Investment. The Minimum Midterm Capital Investment expressed in dollars defined in Appendix E of the Request for Proposals.

Z. Notice to Proceed: As it applies to any portion of the Premises, the written notice from Authority to Concessionaire delivering possession of such portion of the Premises to Concessionaire to commence the initial Approved Project for such portion of the Premises, and which establishes the Shell Space Turnover Date and Required Completion Date for such portion of the Premises.

AA. NPSB Statistical Area - The North Port, Sarasota-Bradenton Metropolitan Statistical Area, as defined by the U.S. Office of Management and Budget.

BB. Percentage Fee - The annual fee paid by Concessionaire to Authority, as a portion of the Privilege Fee, calculated in accordance with Section 6.03.

CC. Premises - Specific areas of the Airport Terminal, or elsewhere at the Airport, that are leased to Concessionaire to operate the Concession as set forth herein.

DD. Privilege Fee - The annual fee paid by Concessionaire to Authority as consideration for the privilege of Concessionaire's rights to operate the Concession at the Airport comprised of the MAPF and Percentage Privilege Fee, defined in Article 2, Summary of Terms.

EE. Project Completion Date - The earlier to occur of (a) the opening for business of a Concession Locations following completion of an Approved Project, or (b) the date set forth in a Notice to Proceed by which Concessionaire must achieve Substantial Completion of an Approved Project, except as such date may be extended in writing by Authority in accordance with the provisions herein.

FF. Proposal – Concessionaire's Proposal submitted to the Authority in response to the Sarasota Manatee Airport Authority Request for Proposals P-230009, Concessions Redevelopment Program: Food, Beverage, and Retail Concessions, Package No. 2, issued by the Airport Authority on May 23, 2023, incorporated in its entirety in this Agreement by reference hereof.

GG. Public Airport Facilities – Public Airport Facilities shall include all necessary roadways, sidewalks, and/or other airport facilities appurtenant to said Airport, not specifically leased to or under the control of others.

HH. Rent- The annual amount payable by Concessionaire to Authority for the use and occupancy of the Support Space, as further described in Section 6.02.

II. Rent Rate - The fair market rental rate per square foot for the Support Space, as further described in Section 6.02.

JJ. Request for Proposals (RFP) - Sarasota Manatee Airport Authority Request for Proposals P-230009, Concessions Redevelopment Program: Food, Beverage, and Retail Concessions, divided into Package No. 1 and Package No. 2, issued by the Airport Authority on May 23, 2023, incorporated in its entirety in this Agreement by reference hereof.

KK. Substantial Completion - The stage in the process of construction of an Approved Project when Concessionaire (i) has received a Certificate of Occupancy and/or a Temporary Certificate of Occupancy to occupy and use of a Concession Location within the Premises, or a substantial portion thereof, or (ii) when Concessionaire is able to occupy and use a Concession Location within the Premises, or substantial portion thereof, for the purpose of opening a Concession Location for business. It is the intent of the Parties that the use of the term Substantial Completion in the context of this Agreement shall coincide with the application of that term in Florida Statute Section 192.042, so that the date on which Substantial Completion occurs under this Agreement shall be the same date relative to the imposition and levy of local ad valorem taxes.

LL. Support Space(s) - The non-selling locations, individually or collectively, within the Premises which are intended for the support of Concessionaire's operation of the Concession including, but not limited to, offices, commissary, and storage spaces.

MM. Tenant Construction Permit - The compilation of Authority's Concessions Design Manual, as may be amended, and all other standards, procedures, requirements, and rules and regulations governing Concessionaire's construction activities at the Airport which is incorporated herein by reference. Authority reserves the right to amend the Tenant Construction Permit ("TCP") during the Term. Any such amendment to the TCP shall be binding on Concessionaire without need for

amendment of this Agreement, provided that such amendment of the TCP does not conflict with the other terms and conditions of this Agreement.

NN. Term - The period beginning on the Commencement Date and ending on the Expiration Date.

OO. Terminal – The Main Terminal building, including but not limited to Pre-security, Concourse B, and the Ground Boarding Facility at the Airport serving the traveling public.

PP. TSA - The U.S. Department of Homeland Security Transportation Security Administration or any successor thereto.

QQ. Turnover Date - The date provided in a Notice to Proceed which makes a portion of the Premises available to Concessionaire to commence the Approved Project in such portion of the Premises.

RR. Unamortized Investment - The unamortized amount for that portion of the Premises at the time such amount is referred to herein, of Concessionaire's Capital Investment or portion thereof, using straight line amortization, without residual value, calculated by Concession Location, daily, over the period beginning on the latter of (i) the Approved Project Completion Date or (ii) the completion of an Approved Project to which such Capital Investment refers and ending on the Expiration Date.

ARTICLE 2
SUMMARY OF TERMS

The following table is a statement of key provisions of this Summary of Terms (hereinafter referred to as Summary of Terms).

2.01 Summary of Terms.

Effective Date	January 1, 2025
Commencement Date	Article 1.Q
Term of Agreement	Ten (10) Years
Concession Locations	Four (4) locations RFP, Package No. 2
Percentage Privilege Fee, Concourse B	
Food and Non-Alcoholic Beverage	17%
Alcoholic Beverages	20%
News/Convenience/Specialty Retail	20%
Percentage Privilege Fee, Pre-Sec/GBF<650,000	
Food and Non-Alcoholic Beverage	12%
Alcoholic Beverages	12%
News/Convenience/Specialty Retail	13%
Percentage Privilege Fee, Pre-Sec/GBF =>650,000	
Food and Non-Alcoholic Beverage	14%
Alcoholic Beverages	17%
News/Convenience/Specialty Retail	17%
Minimum Initial Capital Investment	$6,772,998
Minimum Mid-Term Capital Investment	RFP, Appendix E
Support Space Locations	None
Support Space Rental Rate	None

2.02 Modifications to Summary of Terms.

The Parties acknowledge and agree that certain provisions stated in the Summary of Terms are, as of the Effective Date, unknown or estimates. The Parties further acknowledge and agree that other provisions stated in the Summary of Terms are subject to change throughout the Term of this Agreement in accordance with the provisions of this Agreement. The Parties therefore agree to modify the Commencement Date of the Summary of Terms by letter executed by the President/CEO, without the need for formal amendment to this Agreement. All other modifications, if any, to the Summary of Terms shall be by formal written amendment to this Agreement.

ARTICLE 3
PREMISES

3.01 Premises Description.

The Authority hereby leases to Concessionaire and Concessionaire hereby agrees to lease from Authority the Premises within the Airport Terminal consisting of the Concession Locations and Support Spaces as listed and depicted in Exhibit A. The Premises includes**:**

A. Existing extrusions within the Premises which include plumbing lines, electrical lines, HVAC vents and ducts and data lines.

B. Facades and Walls shall include the façade and/or wall separating the front of the Premises from the Terminal common areas, the exact boundary is deemed to be the external face of the facade and/or wall.

C. Seating Areas that support the food and beverage locations, and the associated furniture and fixtures, trash receptacles, condiment stands, etc.

The total estimated areas of the Premises, Concessions Locations, and Support Spaces are listed in the Summary of Terms. No later than thirty (30) days after the Project Completion Date, the Concessionaire shall certify in writing the actual as-built areas of the Premises, Concession Locations, and Support Spaces. The Parties agree to modify the Summary of Terms and Exhibit A to incorporate such as-built areas, said modifications, if any, to be confirmed by letter executed by the Authority President/CEO, without need for formal amendment to the Agreement.

Concessionaire shall not install any seating, racks, stands, merchandise displays or trade fixtures in any Airport property outside the Premises without the express prior written consent of the Authority. In no event will Concessionaire engage in any activity at the Airport outside the without the express prior written consent of the Authority.

3.02 Additions and Deletions.

The Authority and Concessionaire may, during the Term and by mutual agreement, add additional space(s) or delete space(s) from the Premises. All space(s) added to the Premises pursuant to this Section 3.02 shall be subject to all the terms, covenants, conditions, and provisions of this Agreement and Concessionaire shall pay to Authority all rents, fees, and charges applicable to the additional space(s), if any, in accordance with this Agreement. In the case of deletions of space(s) from the Premises, rents, fees, and charges paid to Authority by Concessionaire shall be appropriately adjusted. The Parties agree to modify the Summary of Terms, Exhibit A, and Exhibit B as necessary, to incorporate space additions to the Premises and space deletions from the Premises by letter executed by the Director of Concessions and acknowledged by Concessionaire, without need for formal amendment to the Agreement.

3.03 Reclaiming of Premises.

Authority reserves the right to reclaim the Premises when, in the sole discretion of Authority, such reclaiming is necessary for the development or operations of the Airport or is in the best interest of Authority. Authority

will make a reasonable effort to identify other location(s) within the Airport Terminal containing substantially the same area, visibility, and exposure to passenger traffic as the portion(s) of the Premises being reclaimed (such other location(s), if any, hereinafter referred to as the Replacement Premises).

The Authority shall exercise such right to reclaim by giving Concessionaire not less than ninety (90) days' prior written Notice of Intent to Reclaim Premises specifying the effective date of the reclaiming and identifying Replacement Premises, if any. Concessionaire shall, by written notice given to Authority no later than thirty (30) days after receipt of Notice of Intent to Reclaim Premises, notify Authority of its acceptance of the Replacement Premises, if any, whereupon, as of the effective date provided in Authority's Notice of Intent to Reclaim Premises:

A. All the terms, covenants, conditions, and provisions of this Agreement shall continue in full force and effect and fully apply to the Replacement Premises.

B. Concessionaire shall move from the Premises, or portion(s) thereof being reclaimed by Authority, into the Replacement Premises on or before the effective date stated in the Authority's Notice of Intent to Reclaim Premises and shall vacate and surrender possession of the Premises or portion(s) thereof being reclaimed by Authority.

C. Subject to the provisions of this Agreement, Concessionaire shall be deemed to have accepted possession of the Replacement Premises in its "as is" condition as of the effective date stated in Authority's Notice of Intent to Reclaim Premises.

D. The Authority will pay the Concessionaire reasonable and proper moving expenses to include moving furniture, equipment, and other personal property onto the Replacement Premises. The Concessionaire shall pay all other costs to improve and fit out the Replacement Premises.

In addition, Authority will pay to Concessionaire, within fifteen (15) days of the effective date stated in Authority's Notice of Intent to Reclaim Premises, an amount equal to the Unamortized Investment in the portion(s) of the Premises being reclaimed less any of the unamortized investment attributable to Trade Fixtures moved to the Replacement Premises.

The Concessionaire shall not be compensated, and the Authority shall not be liable for any inconvenience to the Concessionaire or for any interruption of the Concession, because of moving to Replacement Premises.

If no Replacement Premises are available, as determined solely by Authority, if Concessionaire fails to respond to Authority's Notice of Intent to Reclaim Premises within thirty (30) days after receipt of such notice or otherwise rejects the Replacement Premises, or if Authority deems the use(s) or concept(s) are not appropriate at the Replacement Premises, then the Agreement for the Premises or portion(s) thereof being reclaimed will terminate on the effective date provided in the Notice of Intent to Reclaim Premises and provisions of this Agreement related to termination shall apply.

The Parties agree to modify, within ten (10) days of the effective date stated in the Notice of Intent to Reclaim Premises, the Summary of Terms, Exhibit A and Exhibit B, as necessary, to delete the portion(s) of the Premises being vacated and incorporate the Replacement Premises, if any. These modifications shall be confirmed by letter executed by the Director of Concessions and acknowledged by Concessionaire, without need for formal amendment to the Agreement.

3.04 Minor Modifications.

The Authority shall have the right to make minor modifications to any portion of the Premises at the sole discretion of the Authority to accommodate Airport operations, security renovations, maintenance, or other work to be completed in the Terminal. Minor modifications are subject to all provisions in Section 4.02.

3.05 Ingress and Egress.

Concessionaire shall have the right of ingress to and egress from the Airport and the Premises for Concessionaire's officers, authorized officials, employees, agents, and invitees, including customers, suppliers of materials, furnishers of services, equipment, vehicles, machinery, and other property. The right of ingress and egress shall be subject to FAA Regulations, Authority's Rules and Regulations, Authority's Operating Directives, and all applicable rules and regulations, each as may be amended from time to time during the Term of this Agreement.

3.06 Acceptance of Premises.

Concessionaire accepts the Premises in its present condition, as is and with all faults. Authority shall not be obligated to construct additional improvements or to modify existing conditions, nor to provide services of any type, character, or nature, including any utilities or telephone/data service, on or to the Premises during the Term other than as explicitly stated in this Agreement.

3.07 No Warranty of Economic Viability.

Authority makes no warranty, promises or representations as to the economic viability of the Premises or Concessionaire's business concept(s) or any other matter pertinent to the potential or likelihood for success or failure of Concessionaire business operations. Concessionaire acknowledges that airline gate usage and other aspects of Airport operations are subject to change during the Term without notice and that the Authority makes no warranty regarding the location of airline gate usage. Except as is specifically set forth herein, Authority shall not, by virtue of the existence of this Agreement, be constrained in connection with its operation of the Airport.

ARTICLE 4
USE OF PREMISE

4.01 Concession Rights.

The Authority hereby grants to the Concessionaire, subject to all the terms, covenants, and conditions of this Agreement, the non-exclusive right to construct, operate, and maintain the Concession on the Premises. The Premises shall be used by Concessionaire only for the purposes of performing the Concession and agrees not to undertake any use not authorized by this Agreement.

4.02 Concession Locations.

Exhibit B, Permitted Uses, which is attached hereto and made a part hereof, sets forth the trade name for each Concession Location and a listing, by general category, of goods and services that Concessionaire is allowed to sell from each Concession Location. Such a list of the Permitted Uses shall constitute a limitation of the goods and services which may be sold at each Concession Location.

4.03 Support Space.

Support Spaces, if any, shall only be used by the Concessionaire for office and administrative purposes related to the operation of the Concession and the storage and preparation of products necessary for the operation of the Concession. No portion of the Premises shall be used to warehouse, stock, or store any goods, wares or merchandise not intended to be offered for sale at or from the Premises. All warehouse, stock, or storage of any goods, wares, merchandise, or other inventory shall be secured and located out of the public view.

4.04 Rights Not Exclusive.

The rights granted herein for the performance of the Concession shall be non-exclusive. The Authority may, at any time, award additional concessions and Terminal space to other parties who may have rights or may sell goods or products like those non-exclusively Concession granted herein. The Authority may, in its sole

discretion, grant exclusive rights to other concessionaires to sell goods or services that Concessionaire is not authorized to sell. In the event of a dispute between Concessionaire and any other party operating at the Airport as to the rights of the parties under their respective agreements, Authority shall determine the rights of each party and Concessionaire shall be bound by Authority's decision.

4.05 Use Restrictions.

Nothing in this Article should be construed as authorizing the Concessionaire to conduct any business separate and apart from the Concession or in areas in the Terminal or at the Airport other than the Premises. All rights and privileges not specifically granted to Concessionaire for its use of and operations at the Airport pursuant to this Agreement are hereby reserved to and for the Authority.

4.06 Permits and Licenses.

The Concessionaire shall secure and maintain throughout the Term all permits, certificates, licenses, or other authorizations required in connection with the operation of the Concession. Copies of all required permits, certificates, licenses, or other authorizations shall be appropriately displayed within the Premises and forwarded to the Authority upon issuance and each renewal.

4.07 Permitted Brands, Products, Menus and Prices.

Throughout the Term of this Agreement, unless otherwise amended in writing by the Parties, the Concessionaire's permitted brands shall be only those brands submitted by the Concessionaire to the Authority in Concessionaire's proposal to the RFP, Package No. 1. No later than thirty (30) days following the Effective Date of this agreement and thirty (30) days prior to the opening of each Concession Location, Concessionaire shall submit to Authority, for its written approval, a listing, in such detail as requested by Authority, of the menu of all products, goods, and services to be offered for sale and the prices for each at each Concession Location. Such listing, hereinafter referred to as the Product Price List, shall include the prices to be charged for all food, beverages, merchandise, goods, and services offered for sale. Once approved by the Authority, the Product Price List for each Concession Location shall remain in effect through the remainder of the Term unless first approved in writing by the Authority. Concessionaire shall not add, delete, or sell any food, beverages, merchandise, goods, or services not included on the Product Price List, or change the price of any food, beverage, merchandise, goods, or service on the Product Price List, without first receiving written approval from Authority, which approval shall not be unreasonably withheld or delayed. Written approval from the Authority shall serve to modify the Product Price List without need for a formal amendment of this Agreement. The Authority may, at its discretion, require the Concessionaire to add goods or services that are in public demand to the Product Price List for any Concession Location. Within ten (10) days of a written request by the Authority, Concessionaire shall provide a current Product Price List. Authority.

Concessionaire shall provide brand, merchandise, menus, and prices for all items at each Concession Location. Concessionaire shall update its brands, merchandise, menus, and pricing at each Concession Location and submit samples, photographs, or copies of each to the Authority for review, which merchandise, menus, and pricing shall be subject to the Authority's prior written approval. The Authority reserves the right to approve or disapprove any brand, merchandise, menu, or pricing at any Concession Location for any reason. The Concessionaire's initial schedule of brands is set forth in Exhibit G. The Concessionaire shall submit its initial schedule of merchandise, menus, and pricing to the Authority for review within thirty (30) days following the Effective Date of this Agreement. Thereafter, the said schedule of brands, merchandise, menus, and pricing shall be updated by Concessionaire and submitted to Authority for review on or before October 1 of each Agreement Year or as requested by Authority. Any brand, merchandise, menu, or pricing not approved in writing in advance by the Authority shall be immediately removed from the Premises by Concessionaire.

4.08 Hours of Operation.

Concessionaire shall keep the Concession Locations open for business beginning ninety (90) minutes prior

to the first scheduled airline departure, and continuously thereafter until the last aircraft departure has left the gate, twenty-four (24) hours per day, seven (7) days per week, 365 days per year, unless otherwise approved in writing by the Authority (the "Hours of Operation").

4.09 Extension of Store Hours.

Concessionaire agrees to that certain Concession Locations shall remain open beyond store hours for certain events including, but not limited to, the following:

A. In the event of a delayed flight in the Terminal or Ground Boarding Facility in which the Concession is located, Concessionaire shall remain continuously open and provide all food, beverages, goods and services as required by this Agreement for the Concession Location(s) nearest the related airline gate, beyond the then current store hours in the Main Terminal or Ground Boarding Facility which is experiencing the delayed flight until the delayed flight departs the gate or Authority otherwise instructs.

B. In the event of an emergency, as determined by Authority, Concessionaire shall remain continuously open and provide all food, beverages, goods, and services as required by this Agreement for the Concession Locations beyond the then current store hours as instructed by Authority.

4.10 Failure to Open.

Failing to open for the Concession Locations within thirty (30) minutes of the required Hours of Operation or closing more than thirty (30) minutes before the Hours of Operation, shall constitute a violation of this Agreement for which the Authority may assess fines in an amount of not less than $250 per hour for each Concession Location.

4.11 Operational Requirements.

The Concessionaire must dispose of all trash, debris, and grease, in areas and containers designated by the Authority. The Concessionaire may not place, leave, or permit to be placed or left in or upon any part of the common areas or corridors adjacent to the Premises, or elsewhere in the Airport, any garbage, debris, or refuse. The disposal of any trash, debris, or any components from Concessionaire's Concession shall be subject to local, state, and federal environmental laws and regulations to include adopted code of the NFPA.

ARTICLE 5
TERM OF AGREEMENT

5.01 Term of Agreement.

This Agreement shall be effective and binding upon the Parties as of the Effective Date. The Term of this Agreement shall begin on the Commencement Date and continue thereafter through the Expiration Date, as stated in the Summary of Terms, unless sooner terminated as herein provided.

5.02 Critical Dates.

For purposes of this Agreement, the critical dates shall collectively refer to the Effective Date, Commencement Date, Project Completion Date, and Expiration Date, collectively hereafter, the "Critical Dates", shall be the dates stated in the Summary of Terms. The Parties agree to memorialize in writing the final the Commencement Date, no later than thirty (30) days after the Project Completion Date, which may be confirmed by letter executed by the Authority and Concessionaire, without need for a formal amendment to this Agreement.

5.03 Holdover Provision.

Any occupancy and use of Premises by Concessionaire after the Expiration Date shall require the prior written approval of Authority and be on a month-to-month basis with all provisions of this Agreement, including all rent, fees, and charges, until such time that Authority gives written notice to Concessionaire to surrender the Premises. Notice to surrender the Premises shall be provided not less than thirty (30) days prior to the anticipated surrender date.

Any occupancy of Premises by the Concessionaire after the termination of this Agreement without the written approval of Authority constitutes a month-to-month lease on the same terms, covenants, and conditions as this Agreement. The Concessionaire shall pay Support Space Rent, MAPF, Privilege Fee, and all other rents, fees, or charges due for the entire holdover period for that portion of Premises where the Agreement has expired or been terminated. Support Space Rent, if any, shall be payable at double the annual rate for that portion of the Premises during the immediately preceding Agreement Year. No occupancy of any portion of the Premises by Concessionaire after the expiration or earlier termination of this Agreement with respect to such portion of the Premises shall extend the Term, except as a holdover tenancy. In the event of such holdover tenancy, Concessionaire shall indemnify Authority against all damages arising out of the Concessionaire's holdover tenancy, including but not limited to, any costs incurred by Authority to remove Concessionaire from the Premises, and all insurance policies and Security Deposits required to be obtained and maintained by Concessionaire, as set forth in this Agreement, shall continuously remain in full force and effect.

5.04 Rights and Obligations at Termination.

Concessionaire shall, upon termination of this Agreement, with or without cause, surrender the Premises to Authority peaceably, quietly, and in as good working order and condition as the same now are or may be hereafter improved by Concessionaire or Authority, reasonable wear and tear, and damage by casualty, which damage Concessionaire did not cause and is not required to repair or restore, excepted. Concessionaire shall remove all signage and provide temporary walls to seal all openings of the Premises as may be required by the Authority. The Concessionaire shall also provide to Authority all security badges, keys to doors, window displays, and any area of controlled access device to access the Premises or exist within the footprint of the Premises. Authority shall be entitled to exercise the non-judicial remedy of locking Concessionaire out of the Premises as a means of enforcing the Authority's right of repossession, regardless of whether Concessionaire is delinquent in any rents, fees, charges, or payments, including without limitation the de-activation of Concessionaire's security badges or credentials. The rights of de-activation shall not, and legally cannot, limit or otherwise affect the Authority's governmental police powers to de-activate security credentials for security or other governmental reasons.

Upon expiration or termination of this Agreement, Concessionaire shall, subject to the Authority's Lien described in Section 6.08, remove all furniture, fixtures and equipment installed by Concessionaire and Concessionaire proprietary property, inventory, and other personal property, and leave the Premises in broom clean condition. Any damage to the Premises caused by Concessionaire's removal of such furniture, fixtures, equipment, inventory, or property shall be immediately repaired by Concessionaire at Concessionaire's expense and to the satisfaction of Authority. Notwithstanding the foregoing, if Concessionaire fails to remove such furniture, fixtures, equipment, inventory, or property within ten (10) days from the date of expiration or earlier termination of this Agreement, then Concessionaire shall be deemed to have abandoned same and Authority shall have the right, at its option, and in its sole discretion, to take title to said furniture, fixtures, equipment, inventory, and/or property and sell, agreement, salvage, or dispose of the same in any manner permitted by law. Concessionaire shall have no right, interest, or claim in or to any proceeds of the sale or other disposition of such items. Any net expense the Authority incurs in disposing of such items shall be immediately reimbursed by the Concessionaire. No act by the Authority shall be deemed an acceptance of a surrender of the Premises. No acceptance of a surrender of the Premises shall be valid unless it is in writing and signed by the Authority.

5.05 End of Term Transition.

During the final Agreement Year, Authority plans to award and transition to a new agreement for food and beverage and retail services that may include rights to the Premises or portions thereof. If Concessionaire is not selected for the new agreement, Authority will notify Concessionaire in writing of the exact dates of a transition period. Concessionaire will cooperate fully with Authority and Concessionaire's successor to ensure an effective and efficient transition of the Premises and concession operations to the successor. Concessionaire acknowledges its responsibility to continuously perform the Concession in a First-Class manner during the transition to the successor.

ARTICLE 6
RENTS, FEES, AND CHARGES

6.01 Gross Receipts.

Gross Receipts include all monies paid or payable to Concessionaire for sales made, services rendered, and customer orders fulfilled at or from the Premises, regardless of when or where the customer order is placed (including outside the Premises), and any other receipts, credits, rebates, allowances, internet sales or revenues of any type arising out of or in connection with Concessionaire's or Concessionaire's sub-concessionaires' or agents' operations at the Premises, including, but not limited to, branding fees, marketing fees, merchandising fees, promotional allowances, performance allowances, online allowances, retail display allowances, and any other type of ancillary advertising or product placement fees, and other allowances and fees.

For purposes of this Agreement, Gross Receipts shall not include:

A. Any taxes imposed by law that are separately stated to and paid by a customer and directly payable to the taxing authority by Concessionaire.

B. Amounts and credits received from suppliers for products and merchandise returned by concessionaire.

C. Cash and credit card refunds to customers for merchandise returned.

D. Amounts and credits received in settlement of claims for loss of, or damage to, merchandise.

E. Insurance proceeds received from the settlement of claims for the loss of or damages to the Concessionaire's property at or on the Premises other than the proceeds from business interruption insurance.

F. Inter-company store transfers.

G. Florida Lottery sales.

H. United States Postal Service stamp sales.

I. Uniforms or clothing purchased by Concessionaire's employees where such uniforms or clothing are required to be worn by said employees.

J. Reimbursements from Concessionaire's sub-concessionaires for any taxes, fees, franchise or license fees, utilities or other services paid or provided by Concessionaire for or on behalf of its sub-concessionaires; provided, however, that any reimbursement more than the actual cost of such taxes, fees, franchise or license fees, utilities or other services shall be included in Gross Receipts.

K. Rental, fees, and charges paid to Concessionaire by its sub-concessionaires pursuant to the provisions of this Agreement; provided, however, that any such payment more than the amounts

required hereunder shall be included in Gross Receipts.

L. Gift cards sold at the Premises. When a gift card is redeemed or accepted as payment for a purchase at the Premises, the transaction must be reported as part of Gross Receipts.

M. Amounts for coupons and other forms of discounts, including but not limited to, Airport employee meals, complimentary customer meals, and the Airport employee discount described in Section 10.09, such that only the amounts received are ultimately included in Gross Receipts.

N. Gratuities for services performed by Concessionaire's employees paid by Concessionaire or by its customers except to the extent Concessionaire may be entitled to receive a portion of the gratuities.

6.02 Support Space Rent.

As consideration for the lease of Support Space granted herein, if any, Concessionaire will pay to Authority fair market rental value for all occupied space, equivalent to the then current "Signatory Airline Terminal Rental Rate" per square foot determined annually by Authority, effective October 1st each Agreement Year, which shall be subject to Florida sales tax. Rent shall be paid in monthly installments, in advance and without demand, beginning on the Commencement Date and on the first day of each month thereafter throughout the Term. The Rent to be paid monthly shall equal the sum of the total area of Support Spaces occupied by Concessionaire multiplied by one-twelfth (1/12th) of the Support Space Rent Rate plus applicable sales tax. For any period of less than one month during the Term, the Rent shall be calculated on a pro rata basis in the same proportion that the number of days in the payment period bears to the total number of days in the month for which the Rent is payable.

6.03 Privilege Fee.

In consideration of the rights granted herein to operate the Concession at the Airport, beginning on the Commencement Date, and continuing thereafter throughout the Term of this Agreement, Concessionaire shall pay to Authority each Agreement Year, and any portion thereof, a Privilege Fee equal to the greater of a Minimum Annual Privilege Fee (MAPF) or a Percentage Fee plus applicable sales or use tax as defined below. The payment of this Privilege Fee is not a payment of rent, but is a payment excluded from the tax imposed by Florida Statute Section 212.02(10)(j).

A. MAPF. Concessionaire shall pay the Percentage Fee only for the First Agreement Year. For each Agreement Year after the First Agreement Year throughout the Term of this Agreement, a Minimum Annual Privilege Fee will be established in an amount equivalent to eighty-five percent (85%) of the previous Agreement Year Percentage Fee. Each Agreement Year after the First Agreement Year, Concessionaire shall pay the greater of the Percentage Fee or MAPF. The MAPF for each Agreement Year shall be paid in equal monthly installments payable in advance and without demand on or before the first day of each month without interruption throughout the Term of this Agreement.

B. Percentage Fee. In addition to the MAPF, Concessionaire shall pay a Percentage Fee for each Agreement Year in an amount equal to Gross Receipts for the Agreement Year multiplied by the Percentage Fee Rate stated in the Summary of Terms, but only to the extent that such amount exceeds the MAPF for the Agreement Year. If the Percentage Fee calculated in accordance with this Section 6.03 is an amount less than the MAPF, no Percentage Fee shall be payable.

C. Payment of Privilege Fee. On or before the Project Completion Date, and the first day of each month thereafter, Concessionaire shall pay to Authority, in advance and without set off, deduction, prior notice, or demand, one-twelfth (1/12th) of the MAPF. For any payment period of less than one month, the MAPF payment shall be paid on a pro rata basis in the same proportion that the number of days in the payment period bears to the total number of days in the month for which the MAPF is payable.

Within ten (10) days after the end of each month during the Term, Concessionaire shall pay to Authority the Percentage Fee in the amount, if any, by which Gross Receipts for the Agreement Year to date , or the Agreement Year in which the month falls, multiplied by the Percentage Fee Rate exceeds the sum of MAPF and Percentage Fee previously paid for such Agreement Year, as shown on the Monthly Concession Report required in Section 9.02.

D. Other Charges. Concessionaire agrees to pay in a timely manner all other rates, fees and charges as Authority assesses, in accordance with its procedures and requirements in common with other concessionaires at the Airport, and that Concessionaire incurs in the normal course of operating the Concession.

6.04 Form of Payment.

All payments due under this Agreement shall be paid in lawful money of the United States of America. Authority may accept payment without prejudice to its right to recover the balance of said amount due and to pursue any other remedies in this Agreement or otherwise. The Concessionaire shall pay returned check fees as determined by Article 6.05 in the event of a returned check.

The Authority may require all payments of Rent, MAPF, Percentage Fee, and all other rates, fees, and charges to be made by Automated Clearing House electronic transfers, or other method as designated in writing by Authority. Concessionaire shall provide Authority with necessary information and authorizations as needed to facilitate such payments.

6.05 Worthless Checks.

In the event Concessionaire delivers a worthless check, draft, or electronic transfer to Authority in payment of any obligation arising under this Agreement, Concessionaire shall incur a service charge of Fifty Dollars ($50.00) or five percent (5%) of the face amount of such check, whichever is greater; or, if Florida Statute Sec. 832.07 is amended, such other fee as shall be set by said statute.

6.06 Submittal of Payments.

Concessionaire shall submit all payments to the Authority at the following address:

Finance Department
Sarasota Manatee Airport Authority
6000 Airport Circle
Sarasota, FL 34243-2105

All other reports, including the Statement of Gross Receipts shall be addressed as indicated in the Article entitled “Notices and Communications” in this Agreement.

6.07 Interest on Past Due Amounts.

Without waiving any other right or action available to Authority, in the event Concessionaire is delinquent in the payment of rents, fees, or charges hereunder or rightly due and owing by an audit of Concessionaire’s books and records as provided in Section 9.03 or elsewhere herein, and in the event Concessionaire is delinquent in paying to Authority any such rents, fees, or charges for a period of seven (7) days after the payment is due, Authority reserves the right to charge Concessionaire interest thereon, from the date such rents, fees, or charges became due to the date of payment, at the Federal Reserve Bank of New York prime rate in effect on the date the rents, fees, or charges became due plus four percent [FRBNY Prime plus four percent (4%)] or eighteen percent (18%) per annum, whichever is greater, to the maximum extent permitted by law.

The right of Authority to require payment of interest and the obligation of the Concessionaire to pay same shall be in addition to and not in lieu of the right of Authority to enforce any other provisions herein, including

termination of this Agreement, and to pursue other remedies provided by law. In the event of a dispute as to the amount to be paid, Authority shall accept the sum tendered without prejudice and, if a deficiency is determined to exist, interest shall apply only to the deficiency. The failure of the Authority to act in the event of a delinquent payment or series of payments shall in no way waive the right of Authority to act at a subsequent time. The Authority expects all rents, fees, and charges to be paid on time and Concessionaire agrees to pay on time.

Notwithstanding any other provision of this Agreement, and without limiting the other provisions of this Agreement concerning, among other things, events deemed to constitute a default of Concessionaire, Authority may, in Authority's reasonably discretion, terminate this Agreement upon written notice to Concessionaire if (i) there are recurring instances in which Concessionaire's payments required hereunder are not timely or are insufficient to cover sums actually due and payable; (ii) Concessionaire fails to maintain adequate records and accounts reflecting its business operations at the Airport and calculation of Gross Receipts under this Agreement; or (iii) Concessionaire fails or refuses to submit the formal supporting records as required herein.

6.08 Authority Lien.

Authority shall have a lien upon all Equipment, Trade Fixtures and Personal Property of the Concessionaire placed in or on the Premises, to the extent permitted by law, for the purpose of securing the payment of all sums of money that may be due to Authority from Concessionaire under this Agreement. This Lien shall supersede any other lien including any lien created in connection with Concessionaire's financing. Concessionaire is prohibited from pledging any Equipment, Trade Fixtures and/or Personal Property without prior, written permission of the Authority.

ARTICLE 7
ENPLANED PASSENGERS

7.01 Severe Decline in Enplaned Passengers.

For purposes of this Article 7, the following Defined Terms shall apply:

A. "Severe Decline in Enplaned Passengers" shall mean that the actual enplaned passenger traffic at the Airport during a one calendar month period of an Agreement Year is less than eighty percent (80%) of the enplaned passengers of the same one calendar month period of the previous Agreement Year, and such decline continues for three (3) consecutive months.

B. **"**Enplaned Passenger Stabilization" shall mean the enplaned passengers at the Airport for a particular calendar month in an Agreement Year equal or exceeds eighty percent (80%) of the enplaned passengers of the same month in the previous Agreement Year and such threshold is achieved for two (2) consecutive months.

7.02 MAPF Suspension.

If at any time during the Term of the Agreement there is a Severe Decline in Enplaned Passengers for three (3) consecutive months, then the MAPF shall be suspended temporarily as follows:

A. The MAPF suspension shall be effective on the first day of the first month immediately following the Severe Decline in Enplaned Passengers for three (3) consecutive months.

B. During such MAPF suspension period, Concessionaire shall be required to pay only the Percentage Fee, unless and until the MAPF is reinstated as provided below.

7.03 MAPF Reinstatement.

Once there is Enplaned Passenger Stabilization for two (2) consecutive months, the MAPF shall be reinstated, and will continue unless and until there is a subsequent Severe Decline in Enplaned Passengers for three (3) consecutive months, as follows:

A. Such MAPF reinstatement shall be effective on the first day of the month following an Enplaned Passenger Stabilization for two consecutive months.

B. In the event the MAPF is reinstated after the commencement of an Agreement Year, or other length of time for annual Gross Receipts accumulation, specified in the Agreement, the MAPF shall be pro-rated accordingly.

ARTICLE 8
SECURITY FOR PERFORMANCE

8.01 Security Options.

To secure payment for rents, fees, charges, and other payments required hereunder, Concessionaire will post with Authority a surety bond or irrevocable letter of credit drawn in favor of the Authority (hereinafter referred to as "Security Deposit"). The Security Deposit shall be maintained throughout the Term of this Agreement and any holdover or extension and shall be in an amount equal to the sum of the Rent plus MAPF payable to Authority hereunder for a period of three (3) months. The Security Deposit shall be issued by a bank or surety provider acceptable to Authority authorized to do business in the State of Florida and shall be in a form and content satisfactory to Authority. Each time the Security Deposit expires it shall be renewed at the amount equal to the sum of the Rent plus MAPF payable for a period of three (3) months immediately preceding each renewal. The Concessionaire shall provide the Authority with a renewal or replacement Security Deposit no later than sixty (60) days prior to the date of expiration.

The Concessionaire shall furnish the Security Deposit within ten (10) days prior to the Effective Date as security for the full performance of each provision of the Summary of Terms and this Agreement. Failure to maintain the Security Deposit as set forth herein shall be an Event of Default of this Agreement.

8.02 Application of Security Deposit.

In the event Concessionaire fails to perform the payment terms, covenants, or conditions of the Summary of Terms or this Agreement, Authority, in addition to any other rights and remedies available by law or in equity, may, at any time, apply the Security Deposit or any part thereof toward the payment of Concessionaire's obligations under the Summary of Terms or this Agreement. In such an event, within five days after written notice, Concessionaire will restore the Security Deposit to its original amount. The Authority will not be required to pay Concessionaire any interest on the Security Deposit.

8.03 Release of Security Deposit.

The release of the Security Deposit shall be subject to the satisfactory performance by Concessionaire of all terms, covenants, and conditions herein throughout the entire Term. Upon termination of this Summary of Terms, the release of Security Deposit will not occur until all rents, fees, charges, and other payments due to Authority are satisfied and Authority has accepted the findings of Concessionaire's audit or has successfully conducted an audit in accordance with the provisions of Section 9.03 or 9.04 of this Agreement. In the event of a dispute as to the condition of the Premises, only the amount in dispute shall be retained for remedy. The Authority shall release the Security Deposit without interest within thirty (30) days of meeting the above requirements.

8.04 Guaranty of Agreement.

This Summary of Terms is contingent upon execution of a Guaranty of Agreement by the person or entity

designated, in the form shown on Exhibit E, Form of Guaranty of Agreement.

ARTICLE 9
RECORDS, REPORTS, AND AUDITS

9.01 Accounting Records.

Concessionaire shall prepare and maintain continually throughout the Term of this Agreement, in accordance with Generally Accepted Accounting Principles (the "Accounting Standards"), complete and accurate books and records that include all financial transactions in the performance of this Agreement. Concessionaire's system of accounts shall allow each Concession Location to be distinguished from all other Concession Locations. Concessionaire shall maintain source documents sufficient to support its books, records, and reports. All monies related to this Agreement shall be deposited to and paid from a business bank account(s), the records for which shall be subject to review and audit in accordance with the provisions of this Agreement.

9.02 Financial Reports.

Concessionaire shall submit to Authority the following required financial reports, statements, and disclosures in the time, place, and manner as may be requested or prescribed from time-to-time by Authority throughout the Term of the Agreement:

A. Daily Gross Receipts. Upon request of the Authority, Concessionaire agrees to report Gross Receipts for each Concession Location for periods of less than one month in a format and frequency as requested by Authority.

B. Monthly Report. No later than ten (10) days after the end of each month during the Term, Concessionaire shall deliver to Authority a Monthly Concession Report, in a form as set forth in Exhibit C attached hereto, stating Gross Receipts for said month for each Concession Location and the calculation of Percentage Fee payable for said month.

C. Quarterly Statements. No later than thirty (30) days after the end of each calendar quarter during the Term, Concessionaire shall deliver to Authority a quarterly income statement signed by Concessionaire's chief financial officer or other duly authorized official of Concessionaire in such detail and form as may be specified by Authority, for each Concession Location, and for the total Premises.

D. Form, Frequency, and Method of Reporting. Acceptance of monthly reports and payments by Authority does not constitute agreement by Authority with the amounts reported and paid. Authority reserves the right to change the form and frequency of reports and statements, including, but not limited to, the Monthly Concession Report, and to require the submission by Concessionaire of other statistics and information pertaining to the Gross Receipts hereunder. Concessionaire agrees to submit the form of the required reports and statements as modified or requested by Authority and to provide any additional statistics and information Authority may request.

   Authority shall have the right at any time to require that reports be delivered electronically using technology and procedures designated by Authority. If Authority instructs Concessionaire to deliver any reports and statements required hereunder by computer, e-mail, internet website, or other electronic transmission, Authority shall not be obligated to furnish Concessionaire with the equipment or systems necessary to do so.

9.03 Annual Audit.

No later than ninety (90) days after the end of each Agreement Year during the Term, Concessionaire shall, at its sole cost and expense, provide an annual audit report by an independent Certified Public Accountant, licensed in the State of Florida and acceptable to Authority, of Concessionaire's monthly Gross Receipts

and the amounts paid to Authority as a Privilege Fee for the subject Agreement Year, or part thereof (hereinafter referred to as the "Annual Report"). There may be no limitation on the scope of the engagement that would preclude an auditor from expressing an unqualified opinion as to the correctness and completeness of the reported Gross Receipts. The engagement will include a Schedule of Gross Receipts and Privilege Fees for each month of the Concessionaire's operations in the Agreement Year, prepared in accordance with the Accounting Standards defined herein and reported in a format acceptable to Authority. The engagement shall be conducted in accordance with Generally Accepted Auditing Standards and shall include an opinion on whether the Schedule of Gross Receipts and Privilege Fees has been completely and accurately presented, calculated, and reported according to the terms of this Agreement.

The Authority reserves the right to challenge any findings or conclusions of the Annual Report if it believes an error may have occurred. In such event, Authority may conduct its own audit under the provisions of this Section 9.03 or may require production of the supporting documentation used to reach the finding or conclusion in question. The resolution by Authority of any dispute shall be final. Delivery of an Annual Report containing a qualified opinion, or an adverse opinion, or a disclaimer of opinion as defined in the Statements on Auditing Standards, as may from time to time be amended or superseded, issued by the Auditing Standards Board of the American Institute of Certified Public Accountants, or any successor board or agency thereto, shall be deemed a material breach and a default of this Agreement.

If the Concessionaire has paid to Authority an amount greater than Concessionaire is required to pay as Privilege Fee for an Agreement Year under the terms hereof, Concessionaire shall be entitled to a credit against Concessionaire's MAPF for the overpayment. If the Concessionaire has paid less than the amount required to be paid as Privilege Fee for such Agreement Year, then Concessionaire shall pay the difference to Authority in the next payment of the MAPF. If the amount paid as Privilege Fee by Concessionaire for such Agreement Year is more than two percent (2%) of the Privilege Fee due on any monthly period, or two percent (2%) in any Agreement Year, then Concessionaire shall immediately pay the shortfall plus the cost of the Annual Audit.

9.04 Right to Perform Other Examinations.

Notwithstanding Concessionaire's requirement to submit the Annual Report set forth herein, Authority, or its representative, will have the right through the expiration of the third year after the expiration or earlier termination of this Agreement, through its representatives, and at all reasonable times, to review all books, records, documentation, and agreements of Concessionaire and where applicable, all individuals or other business entities who are party to this Agreement, requested by Authority's representatives to substantiate the accuracy of reported Gross Receipts and Concessionaire's compliance with other provisions of this Agreement. This includes, but is not limited to, financial statements, general ledgers, sales journals, daily or periodic summary reports, inventory and purchasing records, cash register or computer terminal tapes or reports, bank deposit slips, bank statements, invoices, cancelled checks, tax reports/returns filed with state or federal entities, discount or rebate/allowance agreements, records of refunds or voids, and joint venture or partnership agreements. Such right of examination shall include cooperation by Concessionaire personnel, including, but not limited to, cooperation in sending confirmations to Concessionaire's suppliers or others, assisting Authority in obtaining from governmental entities official copies of tax reports/returns, and disclosing all bank or other accounts into which Gross Receipts are deposited, as reasonably considered necessary by Authority, or its representative, to complete the engagement. There may be no limitation in the scope of the engagement that would hinder the Authority in testing the accuracy and completeness of the reported Gross Receipts. All such books, records, documents, and agreements shall be kept for a minimum period of five (5) years after the close of each Agreement Year.

Engagements shall be conducted at the Airport. However, if agreed to by Authority, the engagement can be conducted at another location, in which event Concessionaire shall reimburse Authority for reasonable transportation, food and lodging costs associated with the engagement, accrued in accordance with Authority's Policy and Standard Procedure relating to Travel Expenses. The Concessionaire shall allow the Authority's representatives to photocopy any records the representatives determine to be necessary to conduct and support the engagement. Concessionaire shall provide Authority's representatives with retrievals of computer-based record or transactions the representatives determine to be necessary to

conduct the engagement. Concessionaire shall not charge Authority for reasonable use of Concessionaire's photocopy machine while conducting the engagement, nor for any cost of retrieving, downloading to storage media and/or printing any records or transactions stored in magnetic, optical microform or other media. Concessionaire shall provide all records and retrievals requested within seven (7) days of the request. The Parties recognize that the Authority would incur additional costs if records requested are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree that the Authority may assess liquidated damages in the amount of $100 per day for each record requested that is not received. Such damage may be assessed beginning on the eighth (8th) day following the date the request was made. Accrual of such damages will continue until specific performance is accomplished.

If, because of any engagement, it is established that Concessionaire owes additional rents, fees or charges to Authority, Concessionaire will pay such additional rents, fees and charges and Authority may assess interest in accordance with Section 6.07. If it is established that Concessionaire underreported Gross Receipts or underpaid fees related to Gross Receipts by three percent (3%) or more for the period under consideration, the entire expense of the engagement may be billed to Concessionaire. Any additional payments due shall be paid no later than Concessionaire's next payment of the MAPF, by Concessionaire to Authority. If it is established that Concessionaire underreported Gross Receipts or underpaid fees related to Gross Receipts by five percent (5%) or more for the period under consideration, Authority shall be entitled to terminate this Agreement for cause upon thirty (30) days' written notice, regardless of whether the deficiency is paid. If because of any engagement, it is established that Concessionaire has correctly reported or over reported Gross Receipts or has paid fees related to Gross Receipts equivalent to or greater than the sum due, Authority shall refund Concessionaire and the entire expense of the engagement shall be paid by Authority.

Concessionaire will include a provision providing Authority the same rights to initiate and perform audits, inspections, or attestation engagements in any sub-concessionaire agreement that it enters and cause its sub-concessionaires to similarly include the statements in further sub-concessionaire agreements.

ARTICLE 10
OPERATING STANDARDS

10.01 Monitoring of Performance.

It is the Authority's intention that Concessionaire's business be conducted in a manner to meet the needs of Airport passengers, guests, and employees and in a manner that will reflect positively upon the Concessionaire and Authority. The Concessionaire shall equip, organize, and efficiently manage the Concession to provide First Class food, beverages, products, and services in a clean, attractive, and pleasant atmosphere.

Authority in its sole discretion shall have the right to raise reasonable objections to the condition of the Premises, the quality and quantity of food, beverages, merchandise, the character of the service, the hours of operation, and/or the appearance and performance of service personnel, and to require any such conditions or practices objectionable to Authority to be promptly remedied by Concessionaire. If requested by the Concessionaire, the Authority shall submit its objections to Concessionaire in writing and provide Concessionaire an opportunity to reply to the objections within ten (10) days. Such a reply shall be given consideration by the Authority. The Authority's decision shall be final.

The Authority reserves the right to conduct periodic performance audits of the Premises to assure that all the operational, safety and compliance standards of this Agreement are consistently performed by Concessionaire. Concessionaire acknowledges that performance audits shall be conducted by Authority, or its representative, and hereby agrees to cooperate with all auditors performing performance audits. Performance audits may include minimum objective standards in any or all the areas of (i) product quality; (ii) merchandising, (iii) customer service; and (iv) cleanliness and maintenance.

To assure consistent adherence to performance standards throughout the Term, the Authority reserves the

right to assess fines for violations of performance standards as set forth in Section 10.23. If Concessionaire fails to meet the minimum standards in any of these areas, Authority may, at its discretion, assess fines as set forth in Section 10.23 Repeated violations and deficiencies in performance by Concessionaire may be cause, at Authority's sole discretion, to terminate this Agreement.

10.02 Annual Review of Performance.

No later than ninety (90) days following the end of the first full Agreement Year after the Project Completion Date, and the end of each Agreement Year thereafter, Concessionaire and Authority will meet to review and evaluate the (i) product quality; (ii) merchandising, (iii) customer service, (iv) condition and maintenance, (v) sales performance, and (vi) operational performance of each Concession Location. During the review, Authority may determine, in its sole discretion, that the performance of one or more of the Concession Locations is unsatisfactory if one or more of the following occurred during the prior Agreement Year:

A. Sales per Enplaned Passenger were less than eighty percent (80%) of the Projected Sales per Enplaned Passenger for the Concession Location, as set forth in Concessionaire's Proposal to the Request for Proposals.

B. Sales per Enplaned Passenger were less than eighty-five percent (85%) of Sales per Enplaned Passenger for the same Concession Location during each of the two (2) preceding Agreement Years.

C. Scores on any secret shopper survey(s) conducted by Authority or its representative were less than eighty percent (80%) of the maximum achievable scores for the survey(s).

D. Scores on any operational survey(s) conducted by Authority or its representative were less than eighty percent (80%) of the maximum achievable scores for the survey(s).

10.03 Performance Remediation Plan.

If Authority determines, based on the performance criteria specified in this Section 10.03, that a Concession Location performed unsatisfactorily during the prior Agreement Year, Authority will provide written notice to Concessionaire. Within thirty (30) days of receipt of such written notice, the Concessionaire shall prepare and submit to the Authority, for its approval, a Remediation Plan, as described below, to improve the performance of the Concession Location.

The Remediation Plan shall include, but not be limited to, proposed remedial activities such as employee training, staffing changes, supervision changes, increased inspection, product quality changes, menu and pricing changes, merchandise and service modifications, facility refurbishment and repair, and/or replacement of concept or brand. Upon approval by Authority, Concessionaire agrees to diligently implement the approved Remediation Plan and further agrees to submit to Authority monthly reports on the progress of such implementation. If the approved Remediation Plan includes the replacement of a concept or brand, then Authority and Concessionaire will enter good faith negotiations concerning a concept or replacement brand. If the concept or brand replacement is mutually agreed to, the reimbursement for Unamortized Investment and the Capital Investment required for the concept or brand substitution shall be a component of the good faith negotiations.

In the event Authority determines, after six (6) months of implementation of a Remediation Plan, the subject Concession Location is still performing in an unsatisfactory manner, Authority reserves the right to require Concessionaire to replace the underperforming concept or brand, if not already replaced by the Remediation Plan. Within ninety (90) days of receipt of written notice from Authority requiring a replacement, Concessionaire shall submit to Authority a proposal for a brand or concept replacement plan. Such replacement plan shall include, but not be limited to, a detailed description of the brand or concept, food, beverages, products, and services to be offer for sale, capital expense required to re-brand, sales projections, and the specific timetable to replace the brand or concept. The Authority, in its sole discretion,

reserves the right to approve or deny the replacement plan and require Concessionaire to submit another remediation plan.

10.04 Operating Standards.

Concessionaire shall maintain throughout the Term of this Agreement the following minimum operating standards:

A. Authority's Standards. The occupancy and use by Concessionaire of the Premises and the rights herein conferred upon Concessionaire shall be subject to Authority's Rules and Regulations, and Operating Directives as are now or may hereafter be prescribed by Authority through the lawful exercise of its powers. Concessionaire agrees to operate the Concession in accordance with the requirements this Agreement and as may otherwise be required by the Authority.

B. Health and Safety Standards. Concessionaire shall comply with all health and sanitary regulations adopted by Authority, City of Sarasota, Sarasota County, State of Florida, and any other governmental authority with jurisdiction. Concessionaire shall give access for inspection purposes to any duly authorized representatives of all such governing bodies. Concessionaire shall provide Authority with copies of all inspection reports by other health and sanitary governing bodies within 48 hours of receipt. This paragraph does not require Concessionaire to waive any applicable attorney-client or attorney work product privileges.

C. Regulatory Compliance. Concessionaire shall comply with all applicable governmental laws, ordinances, rules and regulations, codes and permits in the conduct of its operations under this Agreement including, but not limited to, FAA and TSA regulations regarding product inspection, acceptance, and delivery to the Premises or procedures implemented by the Authority regarding these or any other regulatory matter.

D. Concessionaire's Standards. Concessionaire shall submit to Authority a copy of its standards, plans, and manuals for operations and customer service, at least thirty (30) days prior to Commencement Date, and as updated throughout the Term of this Agreement. The Concessionaire shall ensure continuous adherence to Concessionaire's own standards in addition to all other standards as set forth herein.

10.05 Quality of Products and Services.

Concessionaire shall ensure that all customers are provided First Class food, beverages, products and services, and Concessionaire shall keep in stock and have ready for sale at all Hours of Operation, a sufficient supply and variety of food, beverages, goods, and services offered for sale at each Concession Location, consistent with the Product Price List, to meet the demand of passengers and customers at the Airport.

If Authority identifies any deficiencies with respect to the operation of the Concession, including, without limitation, quality, variety, and quantity of goods or services offered for sale, Concessionaire shall be notified in writing by Authority and shall correct, or cause to be corrected, such deficiencies within seven (7) days, unless Authority authorizes in writing a longer period. If Concessionaire fails to correct each deficiency within seven (7) days after written notice is given by Authority, Authority may assess fines as described in Section 10.23.

Concessionaire shall develop and implement creative merchandising techniques to maximize customer satisfaction and Gross Receipts, including without limitation, food and beverage displays; retail merchandise displays; display shelves and cases; promotional displays; attractive and durable packaging; menu boards, table-top menus and displays, signage, lighting, pictures of food, beverages and retail merchandise, grab and go counters, and self-serve devices. Prices for all food and beverages, including alcoholic beverages, shall be displayed on menus or menu boards and available to all customers. All food,

beverages, retail merchandise and other items sold or offered for sale shall be of high quality and wholesome and must fully conform with all applicable food and drug laws, ordinances, and regulations, as well as Authority's Rules and Regulations and Operating Directives. Concessionaire's printed menus shall include the appropriate use of descriptive terminology that accurately and truthfully describes the food, beverages, services, or products being offered and the price for each item.

The Authority reserves the right to approve all merchandising and product displays. Concessionaire hereby affirms that Authority, in its sole discretion, has the absolute right to require that Concessionaire discontinue the sale of any product Authority deems unsatisfactory, distasteful, or inappropriate for any reason and to require Concessionaire to modify product displays for any reason. If the Concessionaire fails to comply with any such Authority request within one (1) day after written notice from Authority, Authority may assess fines as described in Section 10.23.

All franchise standards applicable to each Concession Location shall be met or exceeded. Copies of the franchise standards and performance audit forms shall be sent to the Authority prior to the first day of business at each such Concession Location. Concessionaire shall submit to Authority copies of all inspections conducted by the franchisor or mystery shopper service hired by the franchisor within ten (10) days of receipt by Concessionaire.

All food and non-alcoholic beverages on the menu should be made available for customers to carry out if they so request. The containers and plasticware for carry out should be recyclable, made of sustainable materials, high quality, and durable enough for the customer to take on an airplane. All carry out packaging must be approved by Authority for quality, usefulness, and durability.

10.06 Cleaning and Maintenance.

Concessionaire shall be solely responsible throughout the Term of this Agreement for the following cleaning and routine maintenance:

A. General Obligations. Concessionaire shall ensure that the Concession is continually maintained and operated in a First-Class manner and that the Premises are kept in a safe, clean, orderly, and inviting condition in a manner satisfactory to Authority. To comply with these requirements, Concessionaire shall regularly review or cause to be reviewed the condition of the Premises.

B. Janitorial Service. Concessionaire shall, at its own cost and expense, provide all janitorial services for the Premises. Concessionaire shall ensure that the Premises and the Common Areas adjacent to the Premises are kept clean and free from all dirt, rubbish, and refuse.

C. Pest Control. Concessionaire, at its cost and expense, is responsible for pest control for each Concession Location within the Premises. Concessionaire will provide a professional pest control service to provide pest control services on a regular basis and at any other times as needed to ensure the Premises are maintained pest free. Concessionaire will coordinate its pest control service with third parties as directed by Authority. Upon request, the Concessionaire shall furnish the Authority a copy of its pest control agreement and monthly service reports.

   The Authority, in its sole discretion, may elect to provide an agreement for pest control services on the Concessionaire's behalf. If the Authority elects to provide an agreement for pest control services on Concessionaire's behalf, Concessionaire shall pay its share of the cost of such services, in an amount determined by Authority. In such cases, the Concessionaire must cooperate with Authority's chosen pest control contractor.

D. Maintenance of Grease Removal Systems. If installed in connection with the Premises and used solely by Concessionaire, Concessionaire shall, at its own expense, regularly, but not less than four (4) times per year, inspect and clean its grease removal systems, whether located within the Premises or elsewhere in the Airport.

E. Preventive and Routine Cleaning and Maintenance Program. No less than thirty (30) days prior to the opening of any Concession Location, the Concessionaire shall establish a preventive and routine cleaning and maintenance program for the entire Premises. The provisions of the program shall be subject to the initial written approval and periodic review and approval by the Authority. Upon request by Authority, Concessionaire shall provide Authority a written schedule of Concessionaire's cleaning and maintenance program.

F. Routine Repair and Refurbishment. On or about the commencement of each Agreement Year, representatives of Authority and Concessionaire shall tour the Premises and jointly agree upon what, if any, routine refurbishment is required to maintain the Premises in First-Class condition. For purposes of this Section 10.06, refurbishment shall mean the routine repainting or redecoration of public areas within the Premises, including, but not limited to, the replacement or repair of worn carpet, tile, furniture, furnishings, fixtures, or finishes. The Concessionaire shall promptly undertake such refurbishment at its sole cost and expense. If Concessionaire and Authority cannot jointly agree upon the type and extent of refurbishment, Authority may determine, in its sole discretion, the refurbishment required.

G. Maintenance Personnel Program. Concessionaire agrees to employ sufficient personnel and provide necessary equipment to continually maintain the Premises and all furniture, furnishings, fixtures, and equipment clean, neat, safe, sanitary and in good working order and condition pursuant to the maintenance requirements of this Agreement.

H. Quality of Cleaning and Maintenance. The Authority shall be the sole judge of the quality of the Concessionaire's cleaning and maintenance of the Premises. Authority or its representative may at any time, without notice, enter the Premises to determine if cleaning and maintenance satisfactory to Authority is being performed. Performance by Concessionaire of cleaning and maintenance pursuant to a written cleaning and maintenance plan previously approved by Authority shall be conclusive evidence of satisfactory cleaning and maintenance unless Authority determines that there is a present and substantial danger, health, or safety hazard within the Premises. If the Authority determines that said cleaning and maintenance is not satisfactory, the Authority shall notify Concessionaire in writing. Concessionaire will perform the required cleaning and maintenance, to Authority's satisfaction, within fifteen (15) days after receipt of written notice or Authority or its representative shall have the right to enter upon the Premises and perform the cleaning and maintenance. The Concessionaire agrees to promptly reimburse Authority for the cost thereof, plus an administrative fee of fifteen percent (15%) of the cleaning and maintenance costs. Any dangerous condition, health or safety hazard discovered on the Premises shall be immediately corrected by the Concessionaire. The Authority reserves the right to close any Concession Location until any said condition is fully. corrected

10.07 Trash, Waste and Refuse.

The Concessionaire shall, at its own cost and expense, provide for sanitary removal and disposal of all trash, waste and other refuse caused because of the operation of the Concession. Piling boxes, cartons, barrels, receptacles, or other similar items in, or within view of the public or a Common Area shall not be permitted. The Concessionaire shall use designated locations, containers and transport routes for trash, waste and refuse removal and disposal guidelines as required from time to time by the Authority.

In transporting trash, waste and refuse associated with operating the Concession to and from the Premises, where not otherwise restricted or prohibited by this Agreement, Concessionaire shall use only carts, vehicles, or conveyances that are sealed, leak proof and equipped with wheels suitable for operating without damaging floor coverings and which are approved by Authority. Concessionaire shall not use the Airport shuttle system for the purpose of transporting trash, waste, or other refuse. The Authority reserves the right to require changes in Concessionaire's procedures for transporting of trash, waste, and other refuse, including permitted hours for transport, equipment used for each activity and routes of transport.

The plumbing facilities within the Premises and elsewhere in the Airport shall not be used for any purpose other than for the purposes for which they were constructed, and no solid or liquid foreign substance, trash, waste, or debris of any kind shall be deposited therein. The expense to repair any breakage, stoppage, or damage resulting from a violation of this paragraph, wherever the breakage, stoppage or damage occurs, shall be charged by Authority to Concessionaire, regardless of the cause.

The Authority reserves the right, if deemed to be in its best interests, to provide trash, waste and other refuse removal, disposal, and recycling services. In the event the Authority elects to provide these services on behalf of Concessionaire, Concessionaire shall pay its share of the cost of such trash, waste and other refuse removal, disposal and recycling services in an amount determined by Authority. If at any time during the Term, the Authority establishes an airport-wide recycling program, Concessionaire agrees to participate in any such program at its own cost.

10.08 Food Services Common Maintenance.

Responsibility for food service common maintenance shall be as follows:

A. Common Areas. The Authority will operate, clean, maintain and repair, for the benefit of Concessionaire, Common Areas, as defined herein. Concessionaire agrees to pay to Authority Concessionaire's share of the costs of such operation, cleaning, maintenance, and repair, in an amount determined by Authority. For purposes of this Section 10.08, the Common Areas are those portions of the Common Areas adjacent to and primarily intended for public seating, containing tables and chairs for use by customers, to consume purchases from Concession Locations.

B. Grease Traps and Interceptors. Authority will clean, maintain, and repair, for the benefit of Concessionaire, all grease traps and grease interceptors located along common sewer lines. Concessionaire agrees to pay to Authority Concessionaire's share of the costs of such cleaning, maintenance, and repair, in an amount determined by Authority.

10.09 Menus and Pricing.

A. Pricing Standard. Concessionaire acknowledges Authority's objective to provide Airport passengers, guests, and employees high quality products and services at reasonable prices. Accordingly, Concessionaire agrees that all food, beverages, products, and services sold by Concessionaire shall be comparable in price to similar or equivalent food, beverages, products, and services sold in comparable off-Airport locations within the North Port, Sarasota-Bradenton Statistical Area as follows (such pricing hereinafter referred to as Pricing Standard). The required Pricing Standards shall be as follows:

1. For food, beverage, and merchandise with a pre-printed price affixed by the manufacturer or distributor, the selling price at the Airport shall not exceed the pre-printed price.

2. For nationally and locally branded Concession Locations that are also represented off-Airport in the North Port, Sarasota-Bradenton Statistical Area, the selling price for food, beverages, products, and services at the Airport shall not exceed the selling price for the same food, beverages, products, and services at the closest off-Airport establishment of the same brand name by more than ten percent (10%).

3. For all non-branded, proprietary, or branded Concession Locations not represented off-Airport in the North Port, Sarasota-Bradenton Metropolitan Statistical Area, the selling price for food, beverages, products, and services at the Airport shall not exceed the average selling price for similar or equivalent food, beverages, products, (of like size and quality) and services at three Price Benchmark Establishments, as described below, by more than ten percent (10%).

B. Price Benchmark Establishments.

No less than forty-five (45) days prior to the opening of a Concession Location, Concessionaire must submit to Authority for its approval the names and addresses of at least three (3) business locations for each food, beverage, product, or service, or substantially similar menu item within the North Port, Sarasota-Bradenton Metropolitan Statistical Area that Concessionaire proposes to use to determine compliance with the Pricing Standard stated above. The business locations must be comparable in concept, size, ambiance, service style, and quality to the Concession Location and, to the extent practical, be the same business locations as identified in Concessionaire's Proposal. Venues specifically excluded from consideration as comparable business locations include entertainment or sports venues, other transportation terminals, amusement parks, zoos, resorts, and hotels.

Once approved by the Authority, the business locations (hereinafter referred to as the Price Benchmark Establishments) shall be used as the basis for price comparisons during the remainder of the Term. In the event any of the Price Benchmark Establishments ceases operations or, in the sole discretion of Authority, alters its concept, branding, service style, merchandise selection, pricing or menu to no longer be a valid comparison, Concessionaire must propose a substitute Price Benchmark Establishment for approval by Authority.

If Price Benchmark Establishments cannot be determined by Concessionaire as described above, then Authority will identify local area business locations like Concessionaire's Concession Locations at the Airport to be deemed as Price Benchmark Establishments.

1. Price Surveys. No later than thirty (30) days prior to the opening of a Concession Location and prior to the beginning of each Agreement Year, Concessionaire shall, at its own expense, prepare a product and price survey of the Price Benchmark Establishments that demonstrates, to the satisfaction of Authority, Concessionaire's compliance with the Pricing Standard.

2. Price Changes. Throughout the Term, Concessionaire may request changes to pricing once every four (4) months, or more frequently as agreed to by Authority. Requested price changes must be submitted in writing and include such information and data as reasonably requested by Authority including, but not limited to, the results of price surveys or other economic justification supporting the requested price changes(s). The Authority shall, in its sole discretion, determine which, if any, price changes are consistent with the Pricing Standard and shall notify Concessionaire in writing of its approval or rejection of each requested price change. No later than ten (10) days after any adjustment to prices, the Parties agree to modify the Product Price List to incorporate said price adjustments. Modification shall be confirmed by letter executed by the President/CEO, without need for formal amendment to the Agreement.

3. Airport Employee Discount. Concessionaire shall offer a twenty percent (20%) discount on all food and non-alcoholic beverages purchased by Airport employees who have been issued, and show at the time the discount is requested, appropriate Airport security identification badges. The discount shall be based on Concessionaire's normal non-sale or non-promotional prices. No discount shall be given on food and non-alcoholic beverages with a manufacturer pre-printed price.

4. Price Conformance. At any time during the Term, the Authority may survey or cause to be surveyed, prices being charged for goods or services offered by Concessionaire. The Authority reserves the right to monitor, survey and test all of Concessionaire's food, beverages, goods and services prices through shopping services or Authority personnel. If the Authority concludes that any prices being charged by Concessionaire do not comply with the Pricing Standard, Authority will require Concessionaire to adjust prices to the amounts permitted herein. The Concessionaire will, within three (3) days of written notice from Authority, adjust any prices that Authority determines, in its sole discretion, to be inconsistent with the Pricing Standard. Failure to rectify any pricing discrepancies within three (3) days shall constitute a

material breach and default by Concessionaire of this Agreement and, in addition to the assessment of fines as set forth herein and all other remedies available to Authority, Authority may, in its sole discretion terminate this Agreement.

10.10 Hours of Operation.

A. Store Hours. Concessionaire shall ensure that each Concession Location is open for business without interruption during the specified Hours of Operation defined in Article 4.08 (hereinafter referred to as Store Hours) and is providing all food, beverages, goods, and services as required by this Agreement. Unless otherwise approved in writing by the Authority, the Parties agree to the initial Store Hours as listed in Exhibit B, as are subject to change below.

Authority may, in its sole discretion, change Store Hours during the Term. Concessionaire hereby acknowledges and agrees to operate each Concession Locations as required which, if requested by Authority, may be twenty-four (24) hours per day seven (7) days per week, including all holidays. The Concessionaire may request changes to Store Hours. The Authority may, in its sole discretion, approve or reject such requested changes.

No later than ten (10) days after a change to Store Hours for any Concession Location, the Parties agree to modify Exhibit B to incorporate the change in Store Hours, which shall be confirmed by letter executed by the President/CEO, without need for formal amendment to the Agreement.

B. Extension of Store Hours. Concessionaire agrees to remain open beyond Store Hours for certain events including, but not limited to, the following:

1. In the event of a delayed flight on the Airside Terminal in which any Concession Location(s) is located, Concessionaire shall remain continuously open and provide all food, beverages, goods, and services as required by the Agreement beyond the then current Store Hours for the Concession Location(s) in the affected Airside Terminal and until the delayed flight departs the gate or Authority otherwise instructs.

2. In the event of an emergency, as determined by Authority, Concessionaire shall remain continuously open and provide all food, beverages, goods, and services as required by the Agreement for the Concession Locations beyond the then current Store Hours as instructed by Authority.

C. Failure to Open. Failing to open a Concession Location within thirty (30) minutes of the required Store Hours or closing more than thirty (30) minutes prior to the Store Hours, shall constitute a violation of this Section 10.10 or which Authority may assess fines as further described in Section 10.23.

D. Posted Store Hours. The Concessionaire will prominently post Store Hours for each Concession Location at the Concession Location and in a format approved by the Authority.

10.11 Delivery of Goods.

A. Receiving and Distribution. The Authority will designate a Central Receiving and Distribution Location (hereinafter referred to as CRDL) for the delivery and distribution of all goods, products, and supplies to the Terminal. Concessionaire agrees to use, at its own cost and expense, the CRDL and have all deliveries made to the CRDL, except where delivery to or from a third party is prohibited by law or as otherwise approved in writing by the Authority. The Concessionaire acknowledges that the Authority will not be responsible for any losses or damages and will have no liability whatsoever related to the Concessionaire's use of the CRDL.

Concessionaire acknowledges that the Authority may establish rules and procedures regarding the use of the CRDL and the delivery and distribution of goods, products and supplies to the

Terminal including, but not limited to, operating hours of CRDL, scheduling and acceptance of Concessionaire's deliveries to the CRDL, scheduling and place of deliveries to the Terminal, and transportation of goods, products, supplies and related materials and equipment such as pallets, storage bins, and racks to and from the Terminal and the CRDL. CRDL rules and procedures may be modified by the Authority from time to time as it deems necessary. Concessionaire agrees to conform to said CRDL rules and procedures. Concessionaire shall coordinate all deliveries and distribution of goods, products, and supplies to minimize inconvenience, or disturbance of the traveling public, airlines, Terminal tenants, and Authority personnel.

B. Transporting Goods. The Concessionaire shall transport goods, products and supplies between Concession Locations and Support Spaces in the Terminal building at such times and by such routes and methods as approved in writing by the Authority. The Concessionaire shall make every effort to avoid using the Common Areas for large quantity deliveries during peak passenger periods. The Concessionaire shall be responsible for the return and removal of all pallets, storage containers and other equipment belonging to its vendors and suppliers off-Airport or to locations designated by the Authority. Concessionaire shall use only carts or conveyances for transporting goods, products and supplies that are sealed, leak-proof, and equipped with pneumatic wheels suitable for operating on carpet or other flooring without damage thereto, and which are approved by Authority.

10.12 Staffing and Personnel.

A. Sufficient Staffing. Concessionaire shall hire, train, supervise, and deploy enough properly trained representatives, agents, and employees (collectively hereinafter referred to as Personnel) to service customers in a timely and efficient manner, promptly and efficiently manage the delivery and distribution of goods, products, and supplies, including TSA security inspection regulations, and to properly meet Concessionaire's obligations herein. Concessionaire shall closely monitor its Personnel to ensure First Class service to customers and compliance with this Agreement. The satisfactory performance of the obligation hereunder shall be determined at the sole discretion of the Authority. Concessionaire shall take all proper steps to promptly discipline Personnel who participate in acts of misconduct on or about the Premises.

B. General Manager. The Concessionaire shall appoint an active, qualified, competent, and experienced on-site employee to oversee and manage the performance of the Concession and represent and act on behalf of the Concessionaire (hereinafter referred to as General Manager). The General Manager shall have full authority to make day-to-day business decisions on behalf of Concessionaire with respect to the Concession including, but not limited to, authority to control the conduct and demeanor of Concessionaire's Personnel. The General Manager shall represent the Concessionaire in dealings with Authority and shall coordinate all concession activities with Authority. The General Manager shall be assigned to an office at or near the Airport and shall be available during the Authority's regular business hours. The General Manager shall designate an on-site qualified, competent, and experienced subordinate to be in charge and available during his/her absence during Concessionaire's Hours of Operation.

C. Customer Service Training. If Authority establishes a customer service training program for the employees of all concessionaires at the Airport, Authority, after first giving reasonable notice to Concessionaire, will require all of Concessionaire's employees to complete the training program. If established, the Authority customer service training program shall be limited to no more than two (2) full working days per employee per year, shall be conducted at the Airport, and shall be evidenced by a Certificate of Completion issued to each employee upon successful completion. If established, Concessionaire shall be the responsible for the following:

1. Concessionaire's employees as of the date of implementation of the Authority's customer service training program must complete the training within six (6) months of the date of notice from the Authority.

2. Concessionaire's employees hired after the date of implementation of the Authority's customer service training program must complete the training within one (1) month of beginning employment.

3. The Authority customer service training program shall be offered at no cost to Concessionaire; however, Concessionaire shall be responsible for employees' wages, benefits and other employment costs incurred because of the training.

D. Conduct of Personnel. In addition to the Personnel requirements set forth herein, Concessionaire shall ensure that all Personnel engaged in the performance of the Concession shall conform to all Authority Rules and Regulations and Operating Directives. Concessionaire shall take all reasonable action to cause all employees of Concessionaire to always conduct themselves = in a courteous and professional manner toward the public and each Airport Employee within the rules, regulations, and policies developed by Concessionaire. Concessionaire shall control the conduct, demeanor, and appearance of its officers, employees, agents, and representatives. Upon objection from the Authority or its designee, concerning the conduct, demeanor and/or appearance of Concessionaire's officers, employees, agents or representatives, Concessionaire shall immediately take all steps necessary to correct or remove the cause of the objection.

E. Personnel Uniforms. Concessionaire shall provide its employees with uniforms that shall be consistent with its current national branding. All of Concessionaire's employees shall wear the appropriate uniform when on duty. Concessionaire agrees to ensure that employees and uniforms are continually worn in a clean, neat, and professional manner.

F. Authority's Right to Object. The Authority shall have the right to object to the demeanor, conduct, and appearance of any Personnel of Concessionaire, its invitees or those doing business with it at the Airport. Immediately upon notice of objection by the Authority, the Concessionaire shall take all steps necessary to remedy the cause of the objection. If requested by the Concessionaire, the Authority shall present its objections in writing and provide the Concessionaire with the opportunity to reply to the objections and such a reply shall be given consideration by the Authority.

10.13 Badging and Security Requirements.

All of Concessionaire's Personnel who work at the Airport must apply for and be issued a proper security identification badge prior to beginning work at the Airport. Concessionaire shall be responsible for ensuring its Personnel and vendors comply with all security rules, regulations and procedures including, but not limited to, those issued by the FAA, TSA, and Authority. The rules, regulations and procedures of the FAA, TSA and Authority regarding security matters may be modified during the Term and Concessionaire shall be required to comply with all modifications. Concessionaire shall pay all costs associated with obtaining the required security identification badge and security clearances for its Personnel and vendors including, but not limited to, the costs of training and badging as established by Authority.

Authority will fine Concessionaire for each security identification badge that is lost, stolen, unaccounted for or not returned to Authority at the time of security identification badge expiration, employee termination, termination of this Agreement, or upon written request by Authority. This fine shall be due within fifteen (15) days from the date of the invoice. The fine is subject to change without notice, and Concessionaire shall be responsible for paying any increase in the fine. If any of Concessionaire's Personnel is terminated or leaves Concessionaire's employment, Authority must be notified immediately, and the security identification badge must be returned to Authority promptly.

Concessionaire's Personnel and vendors who are issued security identification badges shall only utilize such badges and access rights in connection with the operation of Concessionaire's Concession as defined herein. Concessionaire's Personnel sand vendors hall be informed by Concessionaire, in writing of this requirement and a violation of such shall be a basis for the termination of a Person's employment if that person violates such restrictions.

10.14 Employee Parking.

Nothing in this Agreement shall be deemed to require Authority to provide parking to Concessionaire's General Manage or Personnel. Authority may provide parking accommodations to Concessionaire's General Manager or Personnel in common with employees of other concessionaires and users of the Airport subject to the payment of reasonable charges therefor as may be established from time to time by Authority. In such an event, the Concessionaire's General Manager and Personnel shall be required to park within the designated areas.

10.15 Paging, Audio, Video and Frequency Protection.

If prior written approval is received from the Authority, Concessionaire may install radio transceiver(s) or other wireless communications equipment. Concessionaire will provide frequency protection within the aviation air/ground VHF frequency band and the UHF frequency band in accordance with restrictions promulgated by the FAA for the vicinity of FAA Transmitter or Receiver facilities. Frequency protection will also be provided for all other frequency bands operating in the vicinity of Concessionaire's equipment. If frequency interference occurs because of Concessionaire's installation, Authority reserves the right to shut down Concessionaire's installation until appropriate remedies to the frequency interference are made by Concessionaire. Remedies may include relocation of Concessionaire's equipment to another site. The cost to remedy the frequency interference shall be solely at Concessionaire's expense.

10.16 Point of Sale Terminals.

The Concessionaire must install electronic point-of-sale terminal(s) (hereinafter referred to as POS Terminals) to accurately record all transactions occurring in each Concession Location for accounting, reporting, and auditing purposes as set forth herein. All POS Terminals used at the Airport must have, at a minimum, the following features:

A. Multiple segregated category addresses to allow for accurate and complete reporting of Gross Receipts by various merchandise and services categories.

B. The capability of recording transactions by sequential control number to an audit tape or computer file.

C. The capability of recording any discounts that are applied to a transaction.

D. The capability of printing a transaction history to tape or computer file by product category, time of day, day, month, and year by product category.

E. The capability of printing customer receipts showing the transaction amount, the amount tendered, the amount of change due to the customer, and the time and date of the transaction. Additionally, the customer receipt must show Concessionaire's contact information including name, phone number and email address for any customer concerns, complaints, or questions.

F. A fee display of sufficient size and legibility is placed in a location visible to the customer during a transaction.

G. A secure transaction audit tape or ASCII transaction file on a removable storage device.

All POS installations shall be approved by the Authority. The Authority reserves the right to implement a universal point-of-sale system or other technology to work in tandem with Concessionaire's POS Terminals. Concessionaire agrees to fully cooperate in the implementation of such a universal point-of-sale system or other technology. If Authority instructs Concessionaire to install any technology, equipment, software, and systems as part of such implementation, Authority shall not be obligated to furnish Concessionaire with the technology, equipment, software, or systems necessary to do so.

10.17 Cash Handling Requirements.

Concessionaire accepts sole responsibility for, shall always comply with, and shall always remain in compliance with, the Payment Card Industry Data Security Standards (PCI DSS) for each credit card and alternative payment method offered and accepted for payment by Concessionaire. Concessionaire shall provide to Authority annually, an Attestation of Compliance (AOC), that is prima-facie evidence of a successfully completed PCI DSS assessment. Failure to submit annually an Attestation of Compliance (AOC) or a successfully completed PCI DSS assessment indicating Concessionaire is PCI compliant shall be a material default of this Agreement.

The Concessionaire shall always observe cash-handling and record-handling procedures in accordance with sound accounting and financial control practices and as necessary to provide timely and accurate reports to the Authority. Authority may at any time during the Term request a copy of these procedures. The Authority shall have the right to monitor and test all the Concessionaire's procedures and controls and require Concessionaire to make changes to its procedures.

10.18 Advertised Sales or Promotions.

The Concessionaire is required to participate in all advertised sales or promotions, by whatever media outlet, conducted by its parent corporation, its franchisor, or its selected operating brands. The Concessionaire is not permitted to participate in or post any type of sign related to liquidations, going out of business, moving sales or closeouts of products or brands.

The Concessionaire must make every reasonable effort to ensure that all corporate advertisements that list multiple locations will list the Airport as a participating location of the promotion or sales. If participation in a sale or promotion harms Concessionaire, Concessionaire may request, in writing to the Authority in advance of the sale or promotion, to be exempted from participation.

10.19 Complaints.

All customer complaints referred to Concessionaire by Authority must be responded to by Concessionaire within forty-eight (48) hours of receipt of notice. A written copy of the Concessionaire's Response shall be delivered to the Authority within the 48-hour period.

10.20 Concession Promotions Program.

The Authority may, at its discretion, operate a Concession Promotions Program (hereinafter referred to as Promotions Program) to promote the concession businesses at the Airport. The Promotions Program may include, but is not limited to, activities with direct application to promoting and monitoring the concessions at the Airport such as food and beverage service and retail merchandise advertising, marketing, public relations, media production and placements, special events, brochures, videos, directories, catalogues, customer service training, mystery shopper programs, and concession surveys relating to consumer satisfaction and market research, as well as the costs of administration of the Promotions Program.

In addition to other rents, fees, and charges due Authority under this Agreement, Concessionaire agrees to pay to Authority, within fifteen (15) days of the last day of each month during the Term, a Promotions Fee equal to the Promotions Fee Rate as established herein multiplied by Concessionaire's Gross Receipts for the month. Authority may determine, in its sole discretion, the Promotions Fee Rate for each Authority Fiscal Year and will notify Concessionaire of such in writing no later than sixty (60) days prior to the beginning of Authority's Fiscal Year; provided, however, the Promotions Fee Rate may not exceed one-half of one percent (0.5%) of Concessionaire's Gross Receipts. The Authority will administer the Promotions Program and may, in its sole discretion, contribute to the Promotions Program. Promotion Fees collected may be extended as determined by the Authority in its sole discretion. Concessionaire has no ownership or beneficial interest whatsoever in the Promotions Program or any unspent money collected under this Section. The Authority may prohibit Concessionaire from participating in any promotional activities including, but not limited to, Grand Opening events if Concessionaire is in breach of this Agreement

10.21 Prohibited Acts.

Unless approved in writing in advance by the Authority, which approval is in the Authority's sole discretion, Concessionaire shall not install or permit to be installed vending machines on the Premises. The Authority reserves the right to install and maintain, through independent contractors, vending machines at the Airport including in Support Spaces.

The Concessionaire will not place excessive loads on the walls, ceilings, and floor or pavement areas of the Airport and will repair any area damaged by excessive loading to the satisfaction of the Authority. Unless approved in writing in advance by Authority, which approval is in Authority's sole discretion, Concessionaire will not permit the active display or operation on the Premises of any display that flies, flashes, or emits a noise or odor.

Unless approved in writing in advance by Authority, which approval is in Authority's sole discretion, Concessionaire will not keep or display any merchandise on or within a Common Area, or otherwise obstruct, any part of the Airport Terminal outside a Concession Location of the Premises. The Concessionaire shall keep all service corridors, hallways, stairways, doorways, or loading docks leading to and from each Concession Location of the Premises free and clear of all obstructions.

Concessionaire will not interfere or permit interference with the use, operation, or maintenance of Airport, including but not limited to, the effectiveness or accessibility of the drainage, sewerage, water, communications, fire protection, utility, electrical or other systems installed or located from time to time at Airport.

The Concessionaire will not engage in any activity prohibited by the Authority's Rules and Regulations and Operating Directives as may be modified during the Term. In the event Concessionaire fails to adhere to Authority Rules and Regulations and Operating Directives or fails to prevent any other of the prohibited acts set forth in this Section, Authority may assess fines as set forth in Section 10.23 until such prohibited act is ended. Moreover, if the prohibited act is not corrected as directed by Authority, Authority or its representative shall have the right to enter upon the Premises and take corrective action, and Concessionaire agrees to promptly reimburse Authority for any related costs, plus an administrative fee equal to 15 percent (15%) of the corrective action costs.

10.22 Failure to Comply with Performance Standards.

A. Violations. Concessionaire acknowledges Authority's objective to provide the public and air traveler with the level and quality of service as described herein. Accordingly, Authority has established a series of fines, as set forth in the table below, that it may assess, in its sole discretion, as liquidated damages for various violations of the provisions of this Agreement, and/or Authority Rules and Regulations or Operating Directives. Concessionaire and Authority agree that the fines set forth herein are reasonable, and Concessionaire further agrees to pay to Authority such fines in accordance with the rates or in the amounts specified herein upon each occurrence of the specified violation and upon written demand by Authority. The Authority will, in its sole discretion, determine the classification of each fine as per day or per occurrence. Concessionaire further acknowledges that the fines are not exclusive remedies and Authority may pursue other remedies as allowed for in this Agreement and at law, in Authority's sole discretion. The Authority's waiver of any fine provided for in this Section shall not be construed as a waiver of the violation or Concessionaire's obligation to remedy the violation.

B. Multiple Violations. Except for violations of requirements regarding health and safety and delivery and vendor access infraction, fines for which shall accrue immediately and without notice upon violation, all other fines shall be assessed as follows:

    1. For the first (1st) and second (2nd) violation of a requirement during any 12-month rolling year, the Authority will provide notice to Concessionaire to correct the violation within the time specified in the notice.

2. For the third (3rd) and subsequent violations of the same requirement during any 12- month rolling year commencing upon the first notice of violation, the fine shall be immediately assessed with no grace period.

3. Further, after two (2) violations of the same requirement within any 12-month rolling year, Authority reserves the right, in its sole discretion, to deem the repeated violations a default of the Agreement and to seek any other remedies available to it under this Agreement including, but not limited to, termination of this Agreement.

10.23 Infractions and Fines. In addition to Article 4.10, Failure to Open, fines for infractions shall be assessed by the Authority against the Concessionaire as follows:

Infraction	Fine
Operational Deficiencies Pricing Policy Infraction Late Pricing Survey Late Reporting Other Infractions	$250 per day
Security Infractions Health Code Violations Other Infractions	$500 per occurrence

ARTICLE 11
NON-DISCRIMINATION AND AFFIRMATIVE ACTION

Concessionaire assures that, in the performance of its obligations hereunder, it will fully comply with the requirements of 14 CFR Part 152, subpart E (Nondiscrimination in Airport Aid Program), as amended during the Term, to the extent applicable to Concessionaire, to ensure, *inter alia*, that no person shall be excluded from participating in any employment, contracting, or leasing activities covered by these regulations on the grounds of race, creed, color, national origin, age or sex. The Concessionaire, if required by these regulations, will provide assurances to Authority that Concessionaire will undertake an affirmative action program or steps for equal employment opportunity and will require the same of its sub-concessionaires.

Concessionaire, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, (1) that no person on the grounds of race, creed, color, national origin, age or sex shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, creed, color, national origin, age or sex shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; and (3) that Concessionaire will fully comply with the requirements of 49 CFR Part 21 (Nondiscrimination in Federally assisted programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964), as amended.

In the event of breach of any of the above non-discrimination covenants pursuant to 49 CFR Part 21, as amended, the Authority will have the right to terminate the Agreement and to re-enter the Premises as if the Agreement had never been made or issued. The provision will not be effective until the procedures of 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.

ARTICLE 12
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE

12.01 Authority's Policy.

Authority is committed to a policy and program for the participation of Airport Concession Disadvantaged Business Enterprises (herein referred to as ACDBEs) in concession-related contracting opportunities in accordance with 49 CFR Part 23, as set forth in the Authority's Airport Concession Disadvantaged Business Enterprise (ACDBE) Policy and Program, incorporated herein by reference (hereinafter referred to as ACDBE Program). In advancing Authority's ACDBE Program, Concessionaire agrees to ensure that ACDBEs, as defined in 49 CFR Part 23 and Authority's ACDBE Program, have a fair opportunity to participate in the performance of this Agreement. Concessionaire will take all necessary and reasonable steps in accordance therewith to ensure that ACDBEs are encouraged to compete for and perform contracting opportunities under this Agreement.

12.02 Non-Discrimination.

Concessionaire and any sub-contractors of Concessionaire will not discriminate based on race, color, creed, national origin, age, or sex in the performance of this Agreement. Concessionaire will carry out applicable requirements of 49 CFR Part 23 in the award and administration of agreements. Failure by the Concessionaire to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Authority deems appropriate.

This Agreement is subject to the requirements of the U. S. Department of Transportation's regulations 49 CFR Part 23. Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, creed, national origin, age, or sex in connection with the award or performance of any concession agreement, management agreement, or sub-contract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

Concessionaire agrees to include the statements in paragraphs (A) and (B) above in any subsequent concessions agreement or agreement covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreements.

12.03 ACDBE Participation and Compliance.

ACDBE Goal. Concessionaire agrees that it will provide for a level of ACDBE participation in this Agreement equal to or greater than Nine percent (9%) of the total annual Gross Receipts, or clearly demonstrate in a manner acceptable to Authority its good faith efforts to do so. Concessionaire will enter into an agreement with those ACDBEs as identified in Concessionaire's plan as stated in the ACDBE Assurance and Participation Form and Letter of Intent for each ACDBE presented with Concessionaire's Response and approved by the Authority, or such other ACDBEs certified with the Florida Unified Certification Program as may be approved by the Authority. The Concessionaire is required to make good faith efforts to explore all available options to meet the goal to the maximum extent practicable through direct ownership arrangements with ACDBEs. Concessionaire shall not take any action during the term of this Agreement that may have a materially negative impact upon the Concessionaire's ability to meet its stated ACDBE goal.

A. ACDBE Termination and Substitution. The Concessionaire will not terminate an ACDBE for convenience without the Authority's prior written consent. If an ACDBE is terminated by Concessionaire with the Authority's consent or, if an ACDBE fails to complete its work on the Agreement for any reason, Concessionaire must make good faith efforts, in accordance with the requirements of 49 CFR Part 23.25I (1) (iii) and (iv), to find another ACDBE to substitute for the original ACDBE to provide the same amount of ACDBE participation.

B. Reporting Requirements. No later than fifteen (15) days after the end of each calendar month during the Term, Concessionaire will submit to Authority, on the Authority's monthly ACDBE Utilization

Report form, a report of Concessionaire's total Gross Receipts during the month and the total dollar value of Gross Receipts earned by an ACDBE under this Agreement or the total dollar value of goods and services purchased or leased from each ACDBE during the month, in each case calculated in accordance with the requirements of 49 CFR Part 23. If any reported ACDBE participation is from the purchase and/or lease of goods and services, Concessionaire must submit to Authority, on Authority's monthly ACDBE Utilization Report form, a report of the total dollar value of goods and services procured by the Concessionaire from ACDBE and non-ACDBE (non-minority/woman- owned) firms.

C. Monitoring. The Authority will monitor the compliance and good faith efforts of the Concessionaire in meeting the requirements of this Article. Authority will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this Article, including, but not limited to, records, records of expenditures, agreements between Concessionaire and the ACDBE participants, and other records pertaining to the ACDBE participation plan, which Concessionaire will maintain for a minimum of three (3) years following the termination of this Agreement. The extent of ACDBE participation shall be reviewed prior to the exercise of any renewal, extension, or material amendment of this Agreement to consider whether an adjustment in the ACDBE requirement is warranted. Without limiting the requirements of this Agreement, Authority reserves the right to review and approve all sub-leases or sub-contract utilized by Concessionaire for the achievement of these goals.

D. Prompt Payment. Concessionaire agrees to pay each ACDBE and non-ACDBE sub-contractor under this Agreement for satisfactory performance of its agreement no later than ten (10) calendar days from the receipt of each invoice and acceptance of work or services. Concessionaire agrees further to release retainage payments to each sub-contractor within ten (10) calendar days after the sub-contractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Authority. This clause applies to both ACDBE and non-ACDBE subcontractors.

E. Other Requirements. Concessionaire agrees to comply with other provisions of the ACDBE Program. ACDBE participation through joint venture is subject to 49 CFR Part 23 and the Airport Concessions Disadvantaged Business Enterprise Joint Venture Guidance, dated July 2008 (as may be revised.

F. Non-Compliance. In the event of Concessionaire's non-compliance with the ACDBE Program or failure to meet the ACDBE goal set forth in Section 9.03(A), or to demonstrate a good faith effort to do so, Authority may, in addition to pursuing any other available legal remedy, terminate, suspend or cancel this Agreement in whole or in part; and/or suspend or debar Concessionaire from eligibility to agreement with Authority in the future or to receive bid packages or request for proposal packages or other Request for Proposals, unless Concessionaire demonstrates, within a reasonable time as determined by Authority, its compliance with the terms of the ACDBE Program or this Article or its good faith efforts to comply.

ARTICLE 13
CAPITAL INVESTMENT AND CONSTRUCTION

13.01 Improvements by Concessionaire.

Concessionaire shall not make any improvements or modifications, do any construction work on the Premises, or alter, modify, or make additions, improvements, replacements, or repairs, except emergency repairs, to any structure now existing or built, without prior written approval of Authority. The Concessionaire shall not install any fixtures, other than Trade Fixtures, without the prior written approval of the Authority. In the event that any construction, improvement, alteration, modification, addition, repair, excluding emergency repairs, or replacement is made without Authority prior written approval, or done in a manner other than as approved in writing by the Authority, Authority may, at its discretion, (i) terminate this Agreement in accordance with the provisions herein; or (ii) require Concessionaire to remove the same; or

(iii) require Concessionaire to change the same to the satisfaction of Authority. In case of any failure on the part of Concessionaire to comply, Authority may, in addition to any other remedies available to it at law or in equity, effect the removal or change referenced above in this Section and Concessionaire shall pay the cost thereof to Authority plus fifteen percent (15%) of the costs for administration.

13.02 Authority Standards.

In its design and construction work on the Premises, Concessionaire will fully comply with the Authority's Concessions Design Manual. The Authority reserves the right to amend the Concession Design Manual during the Term. The Concessionaire agrees to comply with the Concession Design Manual, as may be amended, in effect as of the date of any construction it undertakes.

13.03 Initial Capital Investment.

As a valuable consideration for Authority entering into this Agreement, but not as a payment of rent or a form of consideration for the right to occupy space at the Airport, but rather to relieve the Authority from making expenditures for Premises occupied by Concessionaire for the Term of this Agreement, Concessionaire's Capital Investment expended in the initial construction, furnishing and equipping of the Premises shall not be less than the Minimum Initial Capital Investment set forth in the Summary of Terms. If the actual initial Capital Investment, as certified by the Concessionaire, is less than the Minimum Initial Capital Investment, Concessionaire agrees to pay to Authority, within thirty (30) days of such determination, the difference between the actual initial Capital Investment and the Minimum Initial Capital Investment. Any amounts paid to the Authority because of this provision shall not be deemed a Capital Investment for any purpose under this Agreement nor shall it be deemed payment of any rent or other fees due herein.

13.04 Development Schedule.

No later than 30 days after the Effective Date, or at such a later date as Authority may agree, Concessionaire and Authority will meet for a Pre-Design Meeting defined by the Authority. Within seven (7) days after the Pre-Design Meeting, Concessionaire must submit to Authority, for its approval, a proposed Development Schedule that sets forth for each of the Concession Locations the anticipated dates of design submittals and reviews, the anticipated Start Date of Construction, and the anticipated date of Substantial Completion of the Approved Project, or portion thereof approved by the Authority. Upon approval by Authority, the Development Schedule shall be attached hereto as Exhibit D, Development Schedule, and shall be confirmed by letter executed by the President/CEO, without need for formal amendment to the Agreement.

13.05 Approval of Plans.

A. Submittal of Plans. Prior to Concessionaire's commencement of any construction activities on the Premises at any time during the Term, Concessionaire shall submit plans and specifications that conform to all the requirements of the Authority's Concession Design Manual to Authority for review and approval. No construction work shall commence until the Authority has approved the plans and specifications and has issued a Notice to Proceed.

   The Concessionaire shall submit plans and specifications, in the form and number stated in the Authority's Concessions Design Manual, for each of the Concession Locations and Support Spaces in accordance with the Development Schedule. The Authority will review and respond to submittals of plans and specifications within ten (10) days or provide notice to Concessionaire that the review time has been extended. In the event of disapproval by Authority of any portion of any submittal of plans and specifications, Concessionaire shall promptly make modifications and revisions and re-submit for approval by Authority.

B. Disclaimer of Compliance with Laws or Codes. The approval by the Authority of any plans and specifications refers to the conformity of such plans and specifications to the Authority's Concessions Design Manual and other Authority standards. Approval of any plans and

specifications by the Authority does not constitute its representation or warranty as to their conformity with applicable laws, statutes, codes, or permits, and responsibility therefore always remains with Concessionaire.

C. Approvals Extend to Architectural and Aesthetic Matters. Required approval of Authority will extend to and include architectural and aesthetic matters. Authority reserves the right to reject any designs submitted by Concessionaire and to require Concessionaire, at Concessionaire's expense, to make modifications and revisions and to resubmit designs until designs are deemed acceptable and subsequently approved in writing by Authority.

D. Design and Permit. Concessionaire shall be responsible, at its sole cost and expense, for the costs of design and permitting of all improvements within the Premises and shall not commence any work with respect to an Approved Project until all governmental permits and approvals with respect to the Approved Project have been obtained. At no cost or liability to Authority, Authority shall cooperate in all reasonable respects with Concessionaire's efforts to obtain such permits and approvals, which cooperation shall include, without limitation, the execution of such instruments as may be required by governmental authorities for Concessionaire to apply for and obtain such permits and approvals.

13.06 Construction.

Concessionaire shall, at its own cost and expense, commence construction of an Approved Project within ten (10) days of the later to occur of: (i) the Construction Start Date stated in the Notice to Proceed for such Approved Project; or (ii) receipt of Building or Demolition Permit. Concessionaire agrees that all construction work to be performed, including all workmanship and materials, shall be of First-Class quality and workmanship and in accordance with the Approved Project and the Development Schedule. All construction shall be performed in accordance with the requirements of this Agreement, the Authority's Concessions Design Manual, the Tenant Construction Permit, and all applicable laws, regulations, ordinances, codes and permits. The Authority and its designee shall have the right from time to time to inspect each Approved Project.

Concessionaire guarantees that it will make a Minimum Initial capital investment in an amount not less than Six Million, Seven Hundred and Seventy-Two Thousand, Nine Hundred and Ninety-Eight Dollars ($6,772,998) exclusive of Authority Improvements and any of Concessionaire's in-house fees or expenses. Architectural and engineering fees shall be no more than fifteen percent (15%) of the total. Said amount shall be expended on the initial improvements constructed. Concessionaire shall pay to the Authority an amount equal to the shortfall, if any at the Authority's sole discretion, between its total proposed investment and its actual investment as of the first day of the third month of operation of the last facility constructed. Said payment shall be made on or before the sixtieth (60^{th}) day after the first day of the third month of operation of the last facility constructed. These amounts may be applied to on-going or mid-term capital investment at the discretion of the Authority.

The Concessionaire must complete an Approved Project and open each Concession Location no later than the Required Completion Date set forth in the Notice to Proceed for the Approved Project, subject to any extensions that may be approved by Authority. The Concessionaire acknowledges that if it fails to open a Concession Location by the Required Completion Date, the delay may cause the Authority to suffer substantial damages that are extremely difficult to ascertain or prove. Therefore, if Concessionaire fails to either complete the Approved Project or open a Concession Location for business by the Required Completion Date, the following will apply:

A. Concessionaire shall pay liquidated damages to Authority at the rate of One Thousand and 00/100 Dollars ($1,000) per day for each day from the Required Completion Date until the date on which the Concession Location opens to the public for business; and

B. If the Concession Location is not open for business within thirty (30) days after the Required Completion Date, the failure is an Event of Default and Authority has the right to exercise all

remedies herein, at law or in equity, including but not limited to, the option to terminate this Agreement or to remove the applicable Concession Location from the Premises.

Notwithstanding the foregoing, the Parties agree that any delay in construction of any improvements due to force majeure or acts of Authority or Authority's contractors shall extend the Required Completion Date for an Approved Project. The Authority shall have no liability to Concessionaire for compensation or damages for any such delay.

13.07 Completion of Construction.

For each Approved Project, Concessionaire shall conform to Project Closeout Activities set forth in the Authority's Concessions Design Manul and applicable Authority standards. Concessionaire further agrees that it shall deliver to Authority within sixty (60) days of the Project Completion Date the following:

A. "As Built" record documents of the construction, additions and other modifications constructed by the Concessionaire on the Premises. During the Term, the Concessionaire shall keep said documents current, with all changes or modifications made by the Concessionaire in or to each Concession Location of the Premises or additions thereto.

B. A statement certified by Concessionaire's chief financial officer specifying the final Capital Investment by Concession Location related to each of the Approved Projects with the level of detail as requested by Authority.

C. A certification that construction has been completed in accordance with the approved plans and specifications and in compliance with all laws and governmental rules, regulations, and orders.

D. Certified proof demonstrating that no liens exist on the Premises, including but not limited to, a waiver of lien from all construction contracts and signed releases from all contracts that indicate receipt of payment in full for all work performed or Trade Fixtures delivered.

13.08 Title to Improvements.

All Leasehold Improvements made to the Premises by Concessionaire, and any additions and alterations thereto made by Concessionaire, shall be and remain the property of Concessionaire until the termination of this Agreement, whether by expiration of the term, cancellation, forfeiture or otherwise, at which time said Leasehold Improvements shall become the property of Authority at no cost to Authority, except if Authority reclaims space pursuant to Section 3.03. Subject to the provisions of this Agreement, including, but not limited to, Authority's Lien described in Section 5.06, Trade Fixtures, inventory, expendables, and other personal property remain property of Concessionaire.

13.09 Signage.

Subject to the terms and conditions of Section 10.05, Concessionaire shall have the right to install and maintain signs on the Premises, provided that the design, installation, and maintenance of all signs shall be subject to the terms of this Section and comply with the Authority's Concessions Design Manual. Concessionaire further acknowledges Authority's desire to maintain a high level of aesthetic quality in all concession facilities throughout the Terminal Buildings. Therefore, Concessionaire covenants and agrees that in the exercise of its privilege to install and maintain appropriate signs on the Premises, as provided herein, it will submit to Authority, for its review and approval, the size, design, content, construction, or fabrication and intended location of each sign it proposes to install on or within the Premises. Concessionaire shall not install signs of any type on or within the Premises without prior written approval of Authority, which approval shall not be unreasonably withheld or denied if the proposal follows the Authority's Concessions Design Manual, and other Authority Rules and Regulations and Operating Directives governing signage.

13.10 Mid-Term Capital Investment.

In addition to the ongoing, routine maintenance described in Section 7.04, Concessionaire shall, at its sole cost and expense, refurbish the Premises during Agreement Year Six, (hereinafter referred to as the "Mid-Term Capital Investment"), hereinafter referred to as the "Mid-Term Capital Investment". The Mid-Term Capital Investment shall include without limitation all refinishing, repair, replacement, redecorating, repainting, and re- flooring necessary to keep the Premises in First Class condition and shall comply with all other terms and conditions of this Agreement. The scope and extent of the Mid-Term Capital Investment

for each Concession Location shall be in an amount not less than Seventy-Five Dollars ($75.00), per square for each food and beverage Concession Location, Fifty Dollars ($50.00), per square foot for each retail Concession Location, and Twenty-Five Dollars ($25.00) per square foot for each Pre-Security Seating Area, exclusive of Authority Improvements and any of Concessionaire's in-house fees or expenses. Architectural and engineering fees shall be no more than fifteen percent (15%) of the total amount incurred. The Concessionaire shall pay to the Authority an amount equal to the shortfall, if any at the Authority's sole discretion, between its total Mid-Term Capital Investment and Concessionaire's actual cost of the facilities refurbished. Said payment shall be made on or before the sixtieth (60^{th}) day after the last day of Agreement Year Six. These amounts may be applied to the Mid-Term Capital Investment at the discretion of the Authority.

Concessionaire's plans and specifications for the Mid-Term Capital Investment must be in accordance with the Authority's Concessions Design Manul and applicable Authority standards. Concessionaire shall submit to the Authority a schedule of Mid-Term Capital Investment for Authority's approval before starting any work, which shall include painting and repair attributable to ordinary wear and tear, and replacement of furniture, trade fixtures and equipment. If Concessionaire's Mid-Term Capital Investment are not completed during said time, Concessionaire shall pay to the Authority Five Hundred Dollars ($500.00) per day in addition to all other rents, fees and charges thereafter provided as liquidated damages for delay in opening of the Concession. In the event of any of the following, the parties will negotiate in good faith for a reasonable extension of construction time: (1) acts of nature occurring after the date of execution hereof which directly affect the Premises, including without limitation fire, floods, tropical storms, and other such occurrences; or (2) labor disputes, including without limitation, strikes, slowdowns, and other similar occurrences; or (3) delays in obtaining approvals from Authority; or (4) action or inaction of governmental authorities that prevents or delays Concessionaire from obtaining appropriate permits or approvals necessary in connection with the construction or operation of the Premises.

ARTICLE 14
DISCLAIMER OF LIENS

The interest of Authority in the Premises will not be subject to liens for any work, labor, materials, or improvements made by or for Concessionaire to the Premises, whether the same is made or done in accordance with an agreement between Authority and Concessionaire. It is specifically understood and agreed by Concessionaire that in no event will Authority or the interest of Authority in the Premises be liable for or subject to any mechanic's, laborer's, or materialmen's liens for materials furnished, improvements, labor or work made by or for Concessionaire to the Premises. Concessionaire is specifically prohibited from attaching a lien, pledging, or otherwise encumbering any assets located at the Airport or any interest in this Agreement without prior, written, approval by the Authority. Concessionaire is specifically prohibited from subjecting Authority's interest in the Premises to any mechanic's, materialmen's, or laborers' liens for improvements made by or for Concessionaire or for any materials, improvements or work for which Concessionaire is responsible for payment. Concessionaire will indemnify and hold Authority harmless for any expense or cost associated with any lien or claim of lien that may be filed against the Premises or Authority, including attorney fees incurred by Authority. Concessionaire will provide notice of this disclaimer of liens to all contractors or sub-contractors providing any materials or making any improvements to the Premises.

In the event any construction, mechanic's, laborer's, materialmen's or other lien or notice of lien is filed against any portion of the Premises for any work, labor or materials furnished to the Premises, whether or

not the same is made or done in accordance with an agreement between Authority and Concessionaire, Concessionaire will cause any such lien to be discharged of record within thirty (30) days after notice of filing thereof by payment bond or otherwise or by posting with a reputable title company or other escrow agent acceptable to Authority, security reasonably satisfactory to Authority to secure payment of such lien, if requested by Authority, while Concessionaire contests to conclusion the claim giving rise to such lien.

ARTICLE 15
UTILITIES, MAINTENANCE AND REPAIRS

15.01 Concessionnaire 's Obligations.

A. Utilities. The Authority will provide certain utility connections to the Premises as stated herein. Concessionaire may connect into or extend, at its cost, such utilities in accordance with the Authority's Terminal Design Criteria. Concessionaire shall pay for all utilities necessary in the operation of the Concession. All charges, including, but not limited to, deposits, installation costs, connection charges, usage, service charges, and applicable taxes for utility services metered directly to the Premises or pro-rated by usage shall be paid by Concessionaire, regardless of whether the utility services are furnished by Authority or other utility service entities. The Authority reserves the right to install or require to be installed utility meters during the Term of this Agreement and Concessionaire agrees to install utility meters as may be required by the Authority in the manner required by Authority for all similar concessions.

Maintenance and Repairs. Except for such maintenance of the Premises as is to be provided by Authority hereunder, Concessionaire shall, at its own cost and expense, maintain the Premises and every part thereof, including Trade Fixtures and personal property, in good appearance and repair, and in a safe, First-Class condition. Concessionaire shall maintain, repair, replace, paint, or otherwise finish all Leasehold Improvements on the Premises, including, without limitation, walls, partitions, floors, ceilings, windows, doors, glass and all furnishings, fixtures, and equipment therein, whether installed by Concessionaire or by Authority. All the maintenance, repairs, finishing and replacements shall be of quality equal to or better than the original materials and workmanship. All work, including finishing colors and materials, shall be subject to the prior written approval of Authority.

If it is determined that the maintenance is not in compliance with this Agreement, Authority shall so notify Concessionaire in writing. If the maintenance required to be performed as provided in Authority's notice to Concessionaire is not commenced by Concessionaire within five (5) days after receipt of notice, or is thereafter not diligently executed to completion, Authority or its representative shall have the right to enter upon the Premises and perform the maintenance, and Concessionaire agrees to promptly reimburse Authority for the cost thereof, plus an administrative fee equal to fifteen percent (15%) of the maintenance costs.

Any hazardous or potentially hazardous condition on the Premises shall be corrected immediately upon receipt of a verbal or written notice from the Authority. At the sole discretion of the Authority, the Concessionaire shall close the Premises or affected portion thereof until the hazardous or potentially hazardous condition is corrected.

Concessionaire agrees to comply with all present and future laws, orders, and regulations, including any rules, regulations and procedures promulgated by Authority regarding Authority provided maintenance within the Airport Terminal in which a Concession Location is located. When any system for Authority provided maintenance is put in place that can allocate to Concessionaire, its proportional share of the cost. The Concessionaire must pay its proportional share of the actual costs for the Authority provided maintenance.

15.02 Authority's Obligations.

Authority shall provide structural maintenance of the Terminal Buildings and, except as provided below,

maintain, and repair the exterior walls of the Premises in the Terminal Buildings. However, maintenance of all interior and exterior walls constructed or remodeled by Concessionaire shall be Concessionaire's responsibility.

The Authority provides utility mains and lines throughout the Terminal Buildings. Concessionaire, at its sole cost, shall tie into the utility mains and lines at the locations as specified by Authority. Supplemental heated or cooled air, electrical or other utilities required by Concessionaire more than what is customarily available in the Terminal Buildings shall be, if approved by Authority, at the expense of Concessionaire.

Authority or its representative may, at Authority's sole discretion, maintain the utilities within the Premises and in doing so shall be permitted to enter upon the Premises at all reasonable times to make any repairs, replacements and alterations as may, in the opinion of Authority, be deemed necessary. Furthermore, Concessionaire will permit Authority or its representative's access to construct or install over, on, in, or under the Premises, new systems, pipes, lines, mains, wires, conduits, ducts and equipment; provided, however, that Authority shall exercise such right in a manner that minimizes interference with Concessionaire's Concession.

Authority agrees that it will always maintain and keep utility mains and lines in good repair in the Terminal Buildings and all appurtenances, facilities and services now or hereafter connected therewith; provided, however, Concessionaire's sole remedy for interruption of any utilities provided by Authority shall be an abatement of the Rent. Concessionaire shall have no remedy against Authority for interruption of any utilities or failure of any utilities not caused by Authority.

The Concessionaire shall be required to provide its own cabling infrastructure supporting telephone and data transmission generated within, to and from the Premises (hereinafter referred to as Data Network Distribution System). Alternatively, the Concessionaire may obtain telephone and data transmission services from a local exchange carrier and agree to pay said exchange carrier for its communication and data transmission services. Installation, operation, and ongoing maintenance of Concessionaire's Data Network Distribution System and local exchange carrier provided communication and data transmission services, if any, shall be at the Concessionaire's sole expense. Prior to installation of Concessionaire's Data Network Distribution System or local exchange carrier provided communication and data transmission materials, equipment, and services, Concessionaire shall obtain a Tenant Construction Permit from the Authority.

The Concessionaire agrees to comply with all rules, regulations, executive orders, and instructions of the Authority regarding Concessionaire's Data Network Distribution System and local exchange carrier provided communication and data transmission services. The Authority reserves the right to install, operate, and maintain, for itself or through a third-party, its own Concession Data Network Distribution System for voice and data connectivity, at any time during the Term of this Agreement. If the Authority elected to install, operate, and maintain its own Concession Data Network Distribution System for voice and data connectivity, the Concessionaire agrees to use the Authority provided Concession Data Network Distribution System and to pay the Authority for the use thereof in proportion to other like users of the Concession Data Network Distribution System.

15.03 Authority's Performance of Concessionaire's Obligations.

Concessionaire acknowledges its obligation to perform, at its cost and expense, Concessionaire's Operating Obligations. Authority has determined, in consideration of Airport security, public safety, and operating efficiency, that it is in Authority's best interest to perform, on Concessionaire's behalf and for the benefit of Concessionaire, certain of these Concessionaire Operating Obligations, as set forth in the Summary of Terms (which Concessionaire's Operating Obligations performed by Authority are hereinafter referred to as Concessions Services).

The Authority may, in its sole discretion, add to, delete from, or otherwise modify the Concessions Services during the Term. The Authority will provide no less than thirty (30) days' written notice of the effective date of any modification to the Concessions Services to Concessionaire. Concessionaire agrees to cooperate

with Authority in the implementation and performance of the Concessions Services.

The Parties agree to modify the Summary of Terms to reflect modifications in the Concessions Services. Any such modification shall be confirmed by letter executed by the President/CEO and acknowledged by Concessionaire, without need for formal amendment to the Agreement.

ARTICLE 16
DEFAULTS AND REMEDIES

16.01 Events of Default.

Concessionaire shall be deemed to be in default of this Agreement upon the occurrence of any of the following:

A. The failure or omission by Concessionaire to perform its obligations under this Agreement or the breach of any terms, conditions and covenants required herein.

B. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Agreement or by any other agreement between Authority and Concessionaire, and Concessionaire's failure to discontinue that business or those acts within thirty (30) days of receipt by Concessionaire of Authority's written notice to cease said business or acts (which thirty (30) day notice and cure period shall also satisfy the 30-day notice requirement of Section 13.03 below).

C. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Concessionaire's assets.

D. The divestiture of Concessionaire's estate herein by operation of law, by dissolution, or by liquidation, not including a merger or sale of assets.

E. The insolvency of Concessionaire; or if Concessionaire will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof including the filing by Concessionaire of a voluntary petition of bankruptcy or the institution of proceedings against Concessionaire for the adjudication of Concessionaire as bankrupt pursuant thereto.

F. Concessionaire's violation of Florida Statute Section 287.133 concerning criminal activity on agreements with public entities.

16.02 Concessionaire Remedies.

Upon thirty (30) days' written notice to Authority, Concessionaire may terminate this Agreement and all of its obligations hereunder, if Concessionaire is not in default of any term, provision, or covenant of this Agreement or in the payment of any fees or charges to Authority, upon or after the inability of Concessionaire to use the Airport or operate its business for a period longer than ninety (90) consecutive days due to war, terrorism, or the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over Authority; provided, however, that such inability or such order, rule or regulation is not due to any fault or negligence of Concessionaire.

16.03 Authority Remedies.

In the event of any of the foregoing Events of Default of Concessionaire, and following thirty (30) days' notice by Authority and Concessionaire's failure to cure, Authority, at its election, may exercise any one or more of the following options or remedies, the exercise of any of which will not be deemed to preclude the exercise of any other remedy herein listed or otherwise provided by statute or general law:

A. Terminate Concessionaire's rights under this Agreement and, in accordance with law, take possession of the Premises. In doing so, Authority will not be deemed to have thereby accepted a surrender of the Premises, and Concessionaire will remain liable for all payments or other sums due under this Agreement and for all damages suffered by Authority because of Concessionaire's breach of any of the covenants of this Agreement; or

B. Treat the Agreement as remaining in existence, and cure Concessionaire's default by performing or paying the obligation which Concessionaire has breached. In such event all sums paid, or expenses incurred by Authority directly or indirectly in curing Concessionaire's default shall become immediately due and payable, as well as interest thereon, from the date such fees or charges became due to the date of payment, at eighteen percent (18%) per annum to the maximum extent permitted by law; or

C. Declare this Agreement to terminated, ended, null and void, and reclaim possession of the Premises, whereupon all Concessionaire's rights and interest in the Premises will immediately end.

No delay, failure, or omission of Authority to re-enter the Premises or to exercise any right, power, privilege, or option arising from any default nor subsequent acceptance of fees or charges then or thereafter accrued will impair any such right, power, privilege, or option, or be construed to be a waiver of any such default or relinquishment, or acquiescence of the Premises. No option, right, power, remedy, or privilege of Authority shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all the rights, powers, options, or remedies given to Authority by this Agreement are cumulative and that the exercise of one right, power, option, or remedy by Authority will not impair its rights to any other right, power, option, or remedy available under this Agreement or provided by law. In the event Authority terminates this Agreement or reclaims the Premises under this Section 13.03, Authority has no liability to Concessionaire for any Unamortized Investment.

ARTICLE 17
INDEMNIFICATION

To the fullest extent permitted by law, Concessionaire agrees to protect, reimburse, indemnify and hold Authority, its agents, employees, and officers free and harmless from and against any and all liabilities, claims, expenses, losses, costs, fines, and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character arising out of, resulting from, incident to, or in connection with Concessionaire's presence on or use or occupancy of the Premises or Airport; Concessionaire's acts, omissions, negligence, activities, or operations; Concessionaire's performance, non-performance or purported performance of this Agreement; or any breach by Concessionaire of the terms of this Agreement, or any such acts, omissions, negligence, activities, or operations of Concessionaire's appointed officers, authorized officials, employees, agents, contractors, sub-contractors, invitees, or any other person directly or indirectly employed or utilized by Concessionaire, that results in any bodily injury (including death) or any damage to any property, including loss of use, incurred or sustained by any party hereto, any agent or employee of any party hereto, any other person whomsoever, or any governmental agency, regardless of whether or not it is caused in whole or in part by the negligence of a party indemnified hereunder.

In addition to the duty to indemnify and hold harmless, Concessionaire will have the duty to defend Authority, its authorized official, agents, employees, and appointed officers from all liabilities, claims, expenses, losses, costs, fines, and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character. The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Concessionaire, Authority, and any indemnified party. The duty to defend arises immediately upon written presentation of a claim to Concessionaire.

Concessionaire recognizes the broad nature of these indemnification, hold harmless, and duty to defend clauses, and voluntarily makes this covenant and expressly acknowledges the receipt of $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. This Article shall survive the termination of this Agreement. Compliance with insurance requirements under this Agreement shall not relieve Concessionaire of its liability or obligation to indemnify, hold harmless, and defend Authority as set forth in this Article.

ARTICLE 18
INSURANCE REQUIREMENTS

18.01 Terms and Conditions.

The following minimum insurance shall be maintained by Concessionaire throughout the Term of this Agreement. All such insurance shall be provided by solvent insurance companies authorized to do business in the State of Florida and approved by the Authority. In the Event of Default by Concessionaire of these requirements, Authority reserves the right to take whatever actions deemed necessary to protect its interests. Authority further reserves the right in its sole discretion to increase the following minimum insurance requirements at any time during the Term of this Agreement.

A. Certificates of Insurance Holder. Concessionaire shall provide Authority certificates of insurance evidencing the following coverages, which certificates shall contain an endorsement that the policy cannot be canceled or changed in any manner which might adversely affect Authority, without thirty (30) days prior written notice to the Authority.

B. Additional Insured Endorsement. Each certificate of insurance shall state that coverage required by this Agreement has been endorsed to include Authority as an Additional Insured, except for Worker's Compensation and Commercial Auto Liability policies. The "Additional Insured" endorsements shall provide coverage on a primary basis. "Additional Insured" endorsements shall read "Sarasota Manatee Airport Authority Board, an Independent Special District of the State of Florida, its Officers, Employees, Agents and Volunteers, c/o Sarasota Manatee Airport Authority, 6000 Airport Circle, Sarasota, Florida 34243."

C. Waiver of Subrogation in Favor of Authority. In addition to the Authority being named as "Additional Insured" on all insurance policies and certificates, each insurance policy and certificate shall contain a "Waiver of Subrogation in favor of the Authority". Concessionaire's failure to provide and maintain current, all Waiver of Subrogation and Certificates of Insurance required pursuant to this Article shall constitute a default by Concessionaire and shall be grounds for automatic termination of this Agreement.

   By entering this Agreement, Concessionaire agrees to a Waiver of Subrogation for each policy required to be maintained or maintained by Concessionaire 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, Concessionaire 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 Concessionaire enter into such an agreement on a pre-loss basis.

18.02 Required Insurance.

A. Commercial General Liability. The minimum limits of Commercial General Liability insurance, inclusive of any amounts provided by an umbrella or excess policy, covering the Concessions pursuant to this Agreement shall be the amounts specified herein. Coverage shall be provided for liability resulting from, or in connection with, operations performed by, or on behalf of, Concessionaire under this Agreement or the use or occupancy of the Premises by, or on behalf of, Concessionaire in connection with this Agreement. Coverage shall be per ISO Form CG 00 01 or its equivalent. Additional insured endorsements shall be per ISO Form CG 20 10 10 01 and CG 20 37 10 01 or their equivalent.

General Aggregate	$5,000,000
Each Occurrence	$5,000,000
Personal and Injury	$5,000,000

B. Liquor Liability. If alcoholic beverages are served or sold at the Airport by the Concessionaire, the Commercial General Liability insurance shall include equivalent Host Liquor Liability Coverage.

C. Workers' Compensation and Employer's Liability. The minimum limits of Workers' Compensation / Employer's Liability insurance (inclusive of any amount provided by an umbrella or excess policy) as required by law.

D. Business Automobile Liability. Coverage shall be provided for all owned, hired, and non-owned vehicles. Coverage shall be per ISO Form CA 00 01 or its equivalent. Additional insured endorsement shall be per ISO Form CA 20 48 02 99 or its equivalent. The minimum limits of Business Auto Liability insurance (inclusive of any amounts provided by an umbrella or excess policy) covering all owned, hired, and non-owned vehicles are:

Each Occurrence - Bodily Injury and Property Damage combined	$1,000,000

In the event Concessionaire operates vehicles on the airport operations area (AOA) used or intended to be used for aircraft landings, the minimum limits of Business Automobile Liability insurance (inclusive of any amounts provided by an umbrella or excess policy) covering all owned, hired, and non-owned vehicles are:

Each Occurrence - Bodily Injury and Property Damage combined	$5,000,000

E. Property and Casualty. Concessionaire shall procure and maintain Property insurance covering all forms of risk on all tenant improvements and any other interests of Concessionaire, if applicable, on or about Authority premises, including inventory, supplies, and other property of Concessionaire located at said premises, insuring against the perils of fire, lightning, extended coverage, vandalism, malicious mischief, glass breakage and sprinkler, in an amount equal to the full replacement value of tenant improvements and any other interests of Concessionaire in or about said premises.

Coverage is to contain a 100% Coinsurance Clause or Agreed Amount Endorsement. Said insurance shall contain loss payable endorsements in favor of the parties as their respective interests may appear hereunder. The Concessionaire agrees to personally assume total responsibility for any damage, destruction or theft of its displays and equipment which may occur from the Concessionaire's operations. The Concessionaire agrees that Authority shall not be responsible for any damage or losses incurred by Concessionaire from its operations of the Concession.

F. Business Interruption. Concessionaire shall procure and maintain Business Interruption insurance in such amounts as will reimburse Concessionaire for direct or indirect loss of earnings attributable to the perils commonly covered by the Concessionaire's property insurance described in this Section 18.02 (E), which shall include losses arising from mechanical failures on or interruption of services to the Premises.

G. Commercial Crime. The minimum limits of Commercial Crime insurance covering, but not limited to, loss arising from employee theft, employee dishonesty, forgery or alteration, robbery, burglary, embezzlement, disappearance, destruction; money orders and counterfeit currency; depositors' forgery; computer fraud, on-premises and in-transit are:

Each Occurrence	$1,000,000

H. Umbrella Liability Insurance or Excess Liability. Umbrella Liability Insurance or Excess Liability. insurance may be used to reach the limits of liability required for the Commercial General Liability and the Business Automobile Liability Policies. If applicable, the amounts specified as Agreement specific shall be an initial layer of coverage which shall be applicable only to claims arising out of, or in connection with, the work performed or the use or occupancy of Authority premises in connection with this Agreement and will not be reduced or diminished in any manner by claims resulting from other than the work performed or the use or occupancy of Authority premises in connection with this Agreement. The amounts Specified as Total Limits Shall be the Total Minimum Limits Required, Including the Initial Layer.

I.

ARTICLE 19
PROPERTY DAMAGE

19.01 Partial Damage.

In the event all or a portion of the Premises are partially damaged by fire, explosion, the elements, a public enemy, Act of God, or other casualty, but not rendered unusable, Concessionaire will give Authority immediate notice thereof, and Authority will make the necessary repairs immediately, at its own cost and expense. The Concessionaire shall be required to comply with the obligations set forth in Article 10 with respect to all work required to be performed in accordance with this Section.

19.02 Extensive Damage.

In the event damages because of any event outlined in Section 19.01 are so extensive as to render all or a significant portion of the Premises unusable, but capable of being repaired within one hundred twenty (120) days, Concessionaire will give Authority immediate notice thereof, and Authority will make the necessary repairs with due diligence, at its own cost and expense.

19.03 Complete Destruction.

In the event the Premises are destroyed because of an event outlined in Section 19.01 and the damages render the entire Premises unusable, and the Premises cannot be repaired within one hundred and twenty (120) days, Concessionaire will give Authority immediate notice thereof, and Authority shall be under no obligation to repair, replace, or reconstruct said Premises. In the event the Authority elects not to repair, replace, or reconstruct said Premises, Authority will not be required to grant alternative premises to Concessionaire and this Agreement, and the obligations of the Parties hereunder will terminate.

19.04 Abatement of Fees.

In the event of extensive damage or complete destruction as referenced in Section 19.02 and Section 19.03, the portion of the Rent and MAPF attributable to unusable Premises will abate from the date of casualty until such time as Authority issues notice to Concessionaire that the unusable portion of the Premises can be re-occupied. For purposes of this Section 19.04, the portion of MAPF attributable to the unusable Premises shall be the proportion of MAPF equal to the proportion of total Gross Receipts in the prior Agreement Year attributable to the unusable Premises. Notwithstanding the foregoing, in the event the Premises are damaged or destroyed because of an act, omission, or negligence of Concessionaire, its officers, employees, agents, representatives, invitees, contractors and/or sub-contractors, Concessionaire's Percentage Fees will not abate, and Concessionaire shall be responsible for all costs to repair or rebuild that portion of the Premises damaged or destroyed as a result thereof.

19.04 Limits of Authority's Obligations.

Redecoration, replacement, and refurbishment of furniture, fixtures, equipment, and supplies shall be the responsibility of and paid for by Concessionaire and shall be of equivalent quality and finish to that originally

installed hereunder. The Authority will not be responsible to Concessionaire for any claims related to loss of use, loss of profits, or loss of business resulting from any partial, extensive, or complete destruction of the Premises regardless of the cause of damage.

19.06 Alternate Space.

Authority will use its best efforts to provide Concessionaire with alternate areas acceptable to Concessionaire to continue its operation of the Concession while Authority makes repairs to the Premises, in accordance with the terms of this Article, except for damages caused by Concessionaire's acts, omissions or negligence.

19.07 Waiver of Subrogation.

To the extent insurance permits, and then only to the extent collected or collectable by Concessionaire under its property insurance coverage, Concessionaire waives all claims against Authority and its appointed officials, directors, officers, agents, servants and employees for loss or damage to property.

ARTICLE 20
HAZARDOUS MATERIALS

No goods or materials shall be kept, stored, or used in or on the Premises that are flammable, explosive, hazardous (as defined below) or that may be offensive or cause harm to the public or cause damage to the Premises. Nothing shall be done on the Premises other than as provided in this Agreement that will increase the rate of or suspend the insurance on the Premises or on any structure of the Authority. No machinery or apparatus shall be used or operated on the Premises that will damage the Premises or adjacent areas; provided, however, that nothing in this Article will preclude Concessionaire from bringing or using on or about the Premises, with approval by Authority, such materials, supplies, equipment, and machinery as are appropriate or customary in the operation of Concessionaire's business under this Agreement. Concessionaire assures that all materials, equipment, and all other items used in the performance of this Agreement shall comply with Occupational Safety and Health Administration (OSHA).

The term "Hazardous" will mean:

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

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

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

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

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

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

ARTICLE 21
REGULATORY COMPLIANCE

Concessionaire, its officers, authorized officials, employees, agents, contractors, sub-contractors, or those under its control, will always comply with applicable federal, state, and local laws and regulations, Airport Rules, Regulations, Policies, Procedures and Operating Directives as are now or may hereinafter be prescribed by Authority, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, or Authority including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of Airport.

ARTICLE 22
AIRPORT SECURITY

Concessionaire, its officers, authorized officials, employees, agents, contractors, sub-contractors, and those under its control, will comply with safety, operational, or security measures required of Concessionaire by the Authority or by the FAA or TSA. If Concessionaire, its officers, authorized officials, employees, agents, contractors, sub-contractors, or those under its control fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, Concessionaire shall be responsible and will reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Concessionaire within fifteen (15) days from the date of the invoice or written notice.

ARTICLE 23
AMERICANS WITH DISABILITIES ACT

Concessionaire will comply with the applicable requirements of the Americans with Disabilities Act; the Florida Americans with Disabilities Accessibility Implementation Act; Florida Building Code, Chapter 11, Florida Accessibility Code for Building Construction; and any similar or successor laws, ordinances, rules, standards, codes, guidelines, and regulations and will cooperate with Authority concerning compliance with the same regulations.

ARTICLE 24
FEDERAL AVIATION ADMINISTRATION

This Agreement may be subject to approval of the FAA. If the FAA disapproves this Agreement, it shall become null and void, and both Parties shall bear their own expenses relative to this Agreement, up to the date of disapproval.

ARTICLE 25
RIGHT OF FLIGHT

Concessionaire expressly agrees for itself, its successors, and assigns, to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of Airport, or otherwise constitute an airport hazard.

ARTICLE 26
FEDERAL RIGHT TO RECLAIM

In the event a United States governmental agency demands and takes 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 will terminate, and Authority shall be released and fully discharged from all liability hereunder. In the event of such termination, Concessionaire’s obligation to pay rent will cease; however, nothing herein shall be construed as relieving either Party from any of its liabilities relating to events or claims of any kind whatsoever prior to this termination.

ARTICLE 27
PROPERTY RIGHTS RESERVED

This Agreement shall be subordinate to the provisions of any existing or future agreements between the Authority (or its predecessor or successor) and the United States of America, relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to the Authority (or its predecessor or successor) of Federal funds for the development of the Airport (Grant Assurances). If this Agreement, either on its own terms or by any other reason, conflicts with or violates such Grant Assurances, the Authority has the right to amend, alter or otherwise modify the terms of this Agreement to resolve such conflict or violation and Concessionaire shall not withhold its consent to such amendments, alterations, or modifications.

ARTICLE 28
ASSIGNMENT AND SUBCONTRACT

Concessionaire may not assign, sub-contract of Terms and/or sublease its rights, interests, or obligations in whole or in part under this Agreement without the prior written consent of Authority in the Authority's sole and absolute discretion. Subject to the terms and conditions set forth in this Section, and only after it has received the Authority's written approval and consent, the Concessionaire shall be permitted to sub-contract of Terms with respect to all or any portions of the Premises.

Each party to a sub-contract and each sub-contract, and any contemporaneous or subsequent addendum, amendment, modification, or other agreement relating to any such sub-contract, must be reviewed, and approved in advance by the Authority. The sub-contract must contain substantially the same business terms and conditions as those found in this Agreement, and the sub-contract must acknowledge the existence of this Agreement and that the sub-contracting parties are bound by the terms and conditions of this Agreement, and state that the sub-contracting parties shall comply with the satisfy the requirements and obligations of Concessionaire hereunder. All rent, fees, charges, or other monies due and payable hereunder which are, pursuant to any sub-contract, to be paid by a sub-contractor shall not be marked-up by Concessionaire. Sub- lessees must independently operate any sub-contracted premises and adhere to and comply with all the terms, conditions, requirements, restrictions, obligations, and standards set forth herein, including without limitation, all audit standards incorporated herein. The Authority reserves the right to request from Concessionaire any related information it deems necessary to conduct its review of any request for assignment or subletting and the Concessionaire agrees to furnish the same.

ARTICLE 29
CORPORATE TENANCY

If Concessionaire is a corporation, the undersigned officer of Concessionaire hereby warrants and certifies to Authority that Concessionaire is a corporation in good standing, is authorized to do business in the State of Florida, and the undersigned officer is authorized and empowered to bind the corporation to the terms of this Agreement by his or her signature thereto.

ARTICLE 30
NON-EXCLUSIVE RIGHTS

This Agreement will not be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC 40103(e) or 49 USC 47107(a), as may be amended from time to time, and related regulations.

ARTICLE 31
RIGHT TO DEVELOP AIRPORT

It is covenanted and agreed that Authority reserves the right to further develop or improve the Airport and all landing areas and taxiways as it may see fit, regardless of the desires or views of Concessionaire or its sub-contractors and without interference or hindrance.

ARTICLE 32
LAW AND VENUE

This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Agreement shall be in Sarasota County, Florida, in the 12th Judicial Circuit Court of Florida.

ARTICLE 33
ATTORNEYS' FEES

In the event legal action is required by the Authority to enforce this Agreement, Authority shall be entitled to recover costs and attorneys' fees, including in-house attorney time (fees) and appellate fees.

ARTICLE 34
RIGHT TO AMEND

In the event that the FAA or its successors requires amendments, modifications, revisions, supplements, or deletions in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, Concessionaire agrees to consent to such amendments, modifications, revisions, supplements, or deletions to this Agreement as may be reasonably required to obtain such funds; provided, however, that in no event will Concessionaire be required, pursuant to this paragraph, to agree to an increase in the charges provided for hereunder.

ARTICLE 35
SECTIONS AND HEADINGS

The sections and headings contained herein, including the Table of Contents, are for convenience and are not intended to define or limit the scope of any provisions of this Agreement. If for any reason there is a conflict between content and headings, the content will govern.

ARTICLE 36
NOTICES AND COMMUNICATIONS

All notices or communication, whether to Authority or to Concessionaire pursuant hereto, shall be deemed validly given, served, or delivered upon receipt by the party by US Postal Service Certified First Class Mail, Return Receipt Required, hand delivery, or one (1) day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

To Authority:	To Concessionaire:
Sarasota Manatee Airport Authority	SSP AMERICA SRQ, L.L.C.
Sarasota Bradenton International Airport	20408 Bashan Dr.
6000 Airport Circle	Ste. 300
Sarasota, Florida 34243-2105	Ashburn, VA 2017
Attn: President/Chief Executive Officer	

or to such other address as either party may designate in writing by notice to the other Party delivered in accordance with the provisions of this Article. If the notice is sent through a mail system, verifiable tracking documentation, such as a certified return receipt or overnight mail tracking receipt, is required.

ARTICLE 37
SUBORDINATION TO TRUST AGREEMENT

This Agreement and all rights of Concessionaire hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made at any time by Authority to

secure financing. This Agreement is subject and subordinate to the terms, covenants, and conditions of the Trust Agreement made by Authority authorizing the issuance of bonds by Authority. Conflicts between this Agreement and the documents mentioned above shall be resolved in favor of such documents.

ARTICLE 38
RADON GAS NOTIFICATION

RADON GAS: Radon is 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 your county public health department.

ARTICLE 39
RELATIONSHIP OF PARTIES

Concessionaire is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and Authority will in no way be responsible, therefore.

ARTICLE 40
AUTHORITY APPROVALS

Except as otherwise indicated elsewhere in this Agreement, wherever in this Agreement approvals are required to be given or received by Authority, it is understood that the Authority's President/CEO or a designee of the President/CEO, is hereby empowered to act on behalf of Authority.

ARTICLE 41
INVALIDITY OF CLAUSES

The invalidity of any part, portion, article, paragraph, provision, or clause of this Agreement will not have the effect of invalidating any other part, portion, article, paragraph, provision, or clause thereof, and the remainder of this Agreement shall be valid and enforced to the fullest extent permitted by law.

ARTICLE 42
TIME OF THE ESSENCE

Time is of the essence for all terms, covenants, and conditions of this Agreement.

ARTICLE 43
TAXES AND ASSESSMENTS

Concessionaire shall bear, at its own expense, all costs of operating the Concession including all applicable sales, use, intangible and ad valorem taxes of any kind, against Concessionaire's Premises, the real property and any improvements thereto, Trade Fixtures and other personal property used in the performance of the Concession or leasehold estate which are created herein, or which result from Concessionaire's occupancy or use of the Premises or assessed on any payments made by Concessionaire hereunder, whether levied against Concessionaire or Authority. Concessionaire will also pay any other taxes, fees, or assessments against the Premises or leasehold estate created herein. The Concessionaire will pay the taxes, fees, or assessments reflected in a notice Concessionaire receives from the Authority within thirty (30) days after Concessionaire's receipt of that notice or within the time prescribed in the tax bill. Authority will attempt to cause the taxing authority to send the applicable tax bills directly to Concessionaire and Concessionaire will remit payment directly to the taxing authority, in such instance. Concessionaire may reserve the right to contest such taxes, fees, or assessments and withhold payment upon written notice to Authority of its intent to do so, so long as the nonpayment does not result in a lien against the real property or any improvements thereon or a direct liability on the part of Authority. Concessionaire shall pay to Authority, with each payment of Rent, Support Space Rent, Privilege Fee and Concession Services Fees to Authority, all sales or other taxes which may be due with respect to such

payments, and upon receipt, Authority shall remit such taxes to the applicable taxing authorities.

This Agreement shall be net to Authority. Concessionaire is responsible for all the costs attributable to the Concession, including all utilities, taxes and assessments of any nature whatsoever incurred on or assessed against the Concession or the Premises during the Term of this Agreement.

ARTICLE 44
SIGNATURES AND COUNTERPARTS

45.01 Signature.

It is an express condition of this Agreement that it will not be complete or effective until signed by Authority and by Concessionaire.

45.02 Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

ARTICLE 45
SCRUTINIZED COMPANIES

This Agreement shall be terminated in accordance with Florida Statute Section 287.135(3) if it is found that Concessionaire submitted a false Scrutinized Company Certification as provided in Florida Statute Section 287.135(5) or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

ARTICLE 46
SERVICE OF PROCESS

It is expressly agreed and understood that if Concessionaire is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, then in any such event Concessionaire does designate the Secretary of State, State of Florida, as its agent for the purpose of service of process in any court action between it and Authority arising out of or based upon this Agreement, and the service shall be made as provided by the laws of the State of Florida for service upon a non- resident. It is further expressly agreed, covenanted, and stipulated that if for any reason service of such process is not possible, and Concessionaire does not have a duly noted resident agent for service of process, as an alternative method of service of process, Concessionaire may be personally served with such process out of this State, by the registered mailing of such complaint and process to Concessionaire at the address set out in this Agreement. Such service will constitute valid service upon Concessionaire as of the date of mailing. The Concessionaire will have thirty (30) days from the date of mailing to respond thereto. It is further expressly understood that Concessionaire hereby agrees to the process so served, submits to the jurisdiction of the court, and waives all obligation and protest thereto, any laws to the contrary notwithstanding.

ARTICLE 47
PUBLIC RECORDS LAW

Concessionaire agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

A. Keep and maintain public records that ordinarily and necessarily would be required by Authority.

B. Provide the public with access to public records on the same terms and conditions that the Authority would provide the public records and at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to Authority all public records in possession of Concessionaire upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to Authority in a format that is compatible with Authority's information technology systems.

ARTICLE 48
DATA SECURITY

Concessionaire will establish and maintain safeguards against the destruction, loss or alteration of Authority data or third-party data that Concessionaire may gain access to or be in possession of in the performance of this Agreement. Concessionaire will not attempt to access, and will not allow its personnel access to, Authority data or third-party data that is not required for the performance of the services of this Agreement by such personnel.

Concessionaire will adhere to and abide by the security measures and procedures established by Authority. In the event Concessionaire or Concessionaire's sub-contractor (if any) discovers or is notified of a breach or potential breach of security relating to Authority data or third-party data, Concessionaire will promptly: (i) notify Authority of such breach or potential breach; and ii) if the applicable Authority data or third-party data was in the possession of Concessionaire at the time of such breach or potential breach, Concessionaire will investigate and cure the breach or potential breach.

ARTICLE 49
FLORIDA PUBLIC ENTITY CRIMES

The Concessionaire attests compliance with Florida Statute Section 287.133, concerning Public Entity Crimes, as further stated in Exhibit F hereto.

ARTICLE 50
NON-DISCLOSURE

All written and oral information and materials (hereinafter referred to as Information) disclosed or provided by Authority to Concessionaire under this Agreement will not be disclosed by Concessionaire, whether provided before or after the date of this Agreement.

The Information will remain the exclusive property of Authority and will only be used by Concessionaire for purposes permitted under this Agreement. Concessionaire will not use the Information for any purpose which might be directly or indirectly detrimental to Authority or any of its affiliates or subsidiaries.

The Concessionaire will prevent the unauthorized use, disclosure, dissemination, or publication of the Information. Concessionaire agrees that it will cause its employees and representatives who have access to the Information to comply with these provisions and Concessionaire shall be responsible for the acts and omissions of its employees and representatives with respect to the Information.

The Concessionaire agrees that any disclosure of the Information by Concessionaire's employees and/or representatives shall be deemed a default of this Agreement. Concessionaire agrees that in an Event of Default or threatened breach by Concessionaire of its non-disclosure obligation, Authority may obtain such legal remedies as are available, and, in addition thereto, such equitable relief as may be necessary to protect Authority.

The non-disclosure obligation imposed on Concessionaire under this Agreement will survive the expiration or termination of this Agreement and the obligation will last indefinitely.

ARTICLE 51
WAIVERS

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Agreement, or noncompliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or Agreement herein contained, nor of the strict and prompt performance thereof by Concessionaire. No delay, failure, or omission of Authority to exercise any right, power, privilege, or option arising from any default nor subsequent payment of charges then or thereafter accrued, will impair any such right, power, privilege, or option, or be construed to be a waiver of any such default or relinquishment thereof or acquiescence therein. No notice by Authority shall be required to restore or revive time as being of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy or privilege of Authority shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all the rights, powers, options, or remedies given to Authority by this Agreement are cumulative and no one of them shall be exclusive of the other or exclusive of any remedies provided by law, and that the exercise of one right, power, option, or remedy by Authority will not impair its rights to any other right, power, option, or remedy.

Concessionaire hereby waives any claim against Authority and its officers, appointed Board members, agents, or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part hereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

ARTICLE 52
ENTIRE AGREEMENT

This Agreement represents the complete and final understanding between the Parties, and any prior agreements or representations, whether written or verbal, are hereby superseded. This Agreement may subsequently be amended only by written instrument signed by the Parties hereto, unless provided otherwise within the terms and conditions of this Agreement.

ARTICLE 53
ORDER OF PRECEDENCE

The documents listed below are a part of this Agreement and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

A. Terms and Conditions as contained in this Agreement.

B. RFP No. P-230009, Sarasota Bradenton International Airport Concessions Redevelopment Program; Food, Beverage, and Retail Concessions, and all its addenda.

C. Concessionaire’s Response to RFP No. P-230009, Sarasota Bradenton International Airport Concessions Redevelopment Program; Food, Beverage, and Retail Concessions, as received by Authority.

(Continued on next page).

IN WITNESS THEREOF, the parties have hereunto set their hands and seals this 27th day of November in the year 2023.

SARASOTA MANATEE AIRPORT AUTHORITY

Signature _____

Name _____

Title _____

Date _____

CONCESSIONAIRE: SSP AMERICA SRQ, L.L.C.

Signature _____

Name _____

Title _____

Date _____

WITNESSES

Signature _____

Name _____

Title _____

Date _____

Signature _____

Name _____

Title _____

Date _____

WITNESSES

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Name _____

Title _____

Date _____

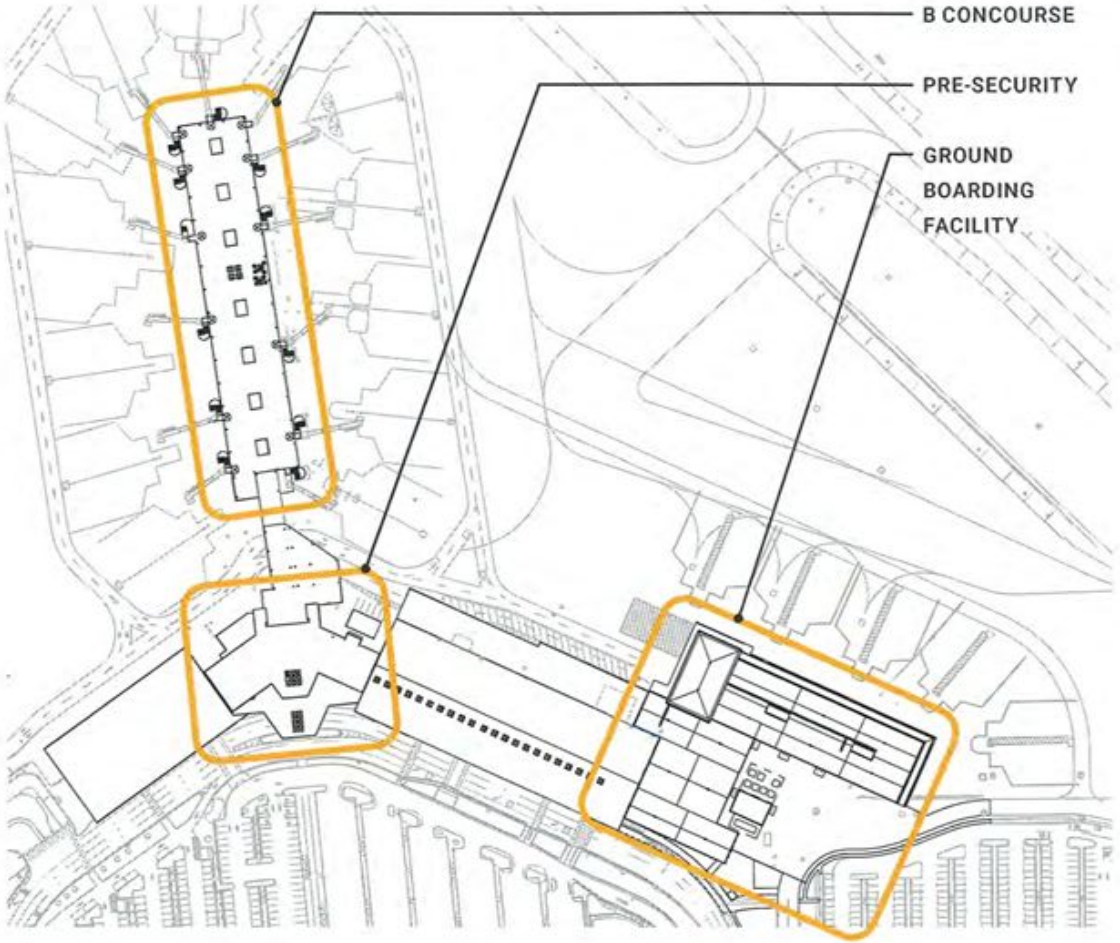
Approved as to Form & Legality for Sarasota Manatee Airport Authority

_____
Charles D. (Dan) Bailey, Jr., Esq.
General Counsel, Williams Parker

EXHIBIT A
PREMISES EXHIBITS

5.1 Introduction

This chapter introduces the available Tenant spaces. It begins with an overall plan of the concourses and locates the Tenants and Tenant types within them. Each Tenant space is then described with a floor plan and storefront elevation. Square footages and dimensions provided on these drawings are intended to provide a rough estimate, and should not be considered final. Prospective Tenants to obtain LOD information from the Airport Authority.



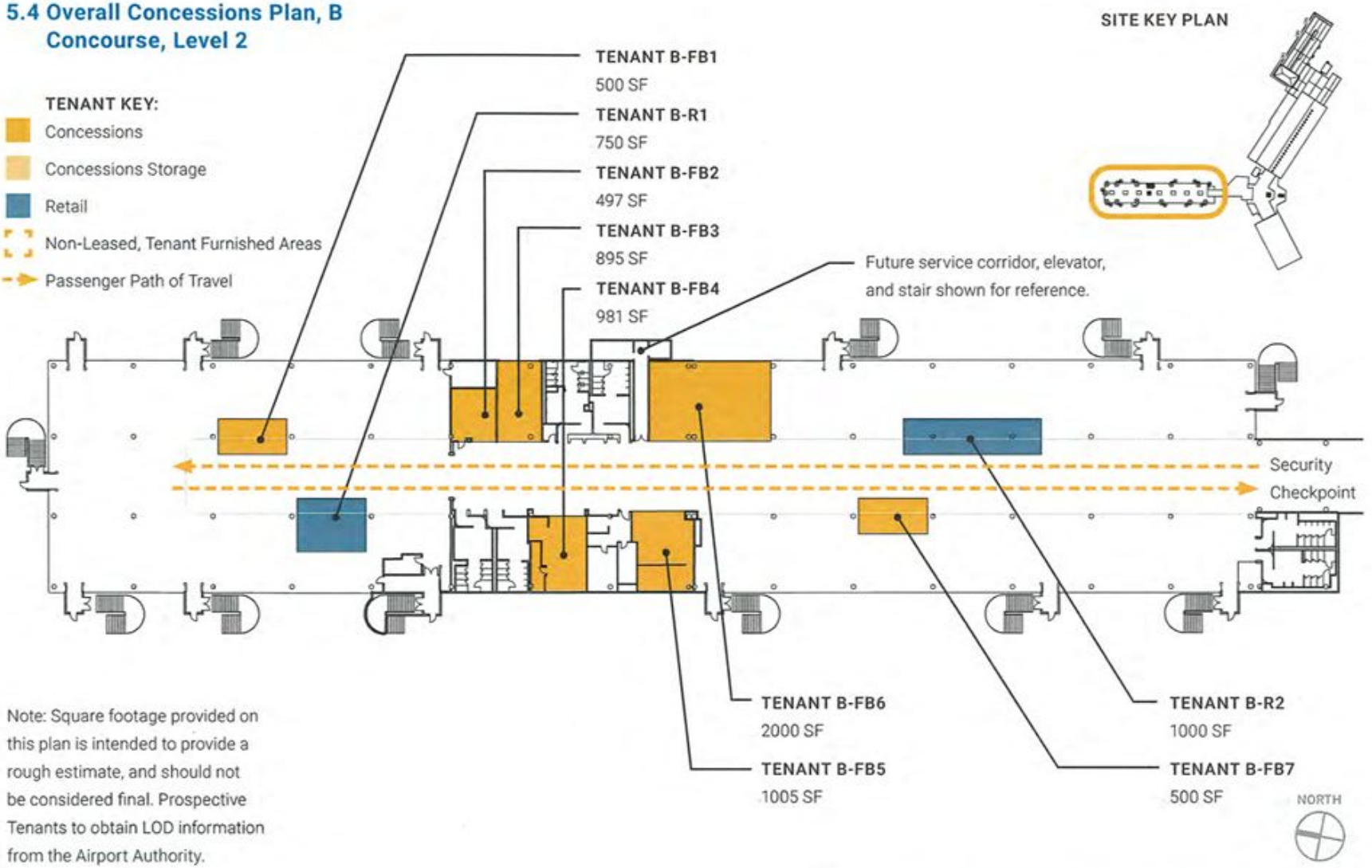
TERMINAL AND CONCOURSE LOCATION PLAN

NORTH

EXHIBIT A
PREMISES EXHIBITS

DRAFT

5.4 Overall Concessions Plan, B Concourse, Level 2

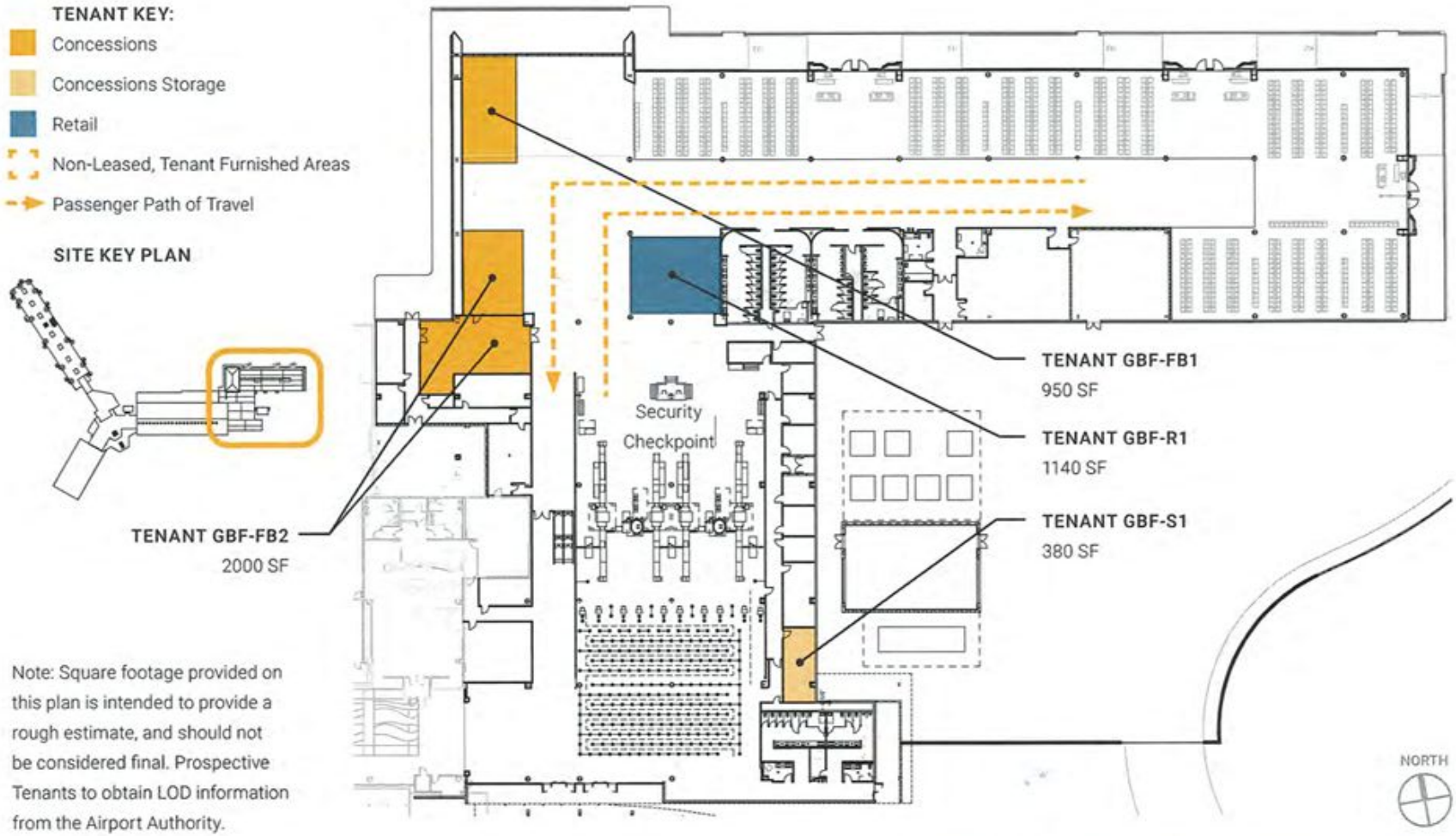


Note: Square footage provided on this plan is intended to provide a rough estimate, and should not be considered final. Prospective Tenants to obtain LOD information from the Airport Authority.

EXHIBIT A
PREMISES EXHIBITS

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5.6 Overall Concessions Plan, Ground Boarding Facility, Level 1



Note: Square footage provided on this plan is intended to provide a rough estimate, and should not be considered final. Prospective Tenants to obtain LOD information from the Airport Authority.

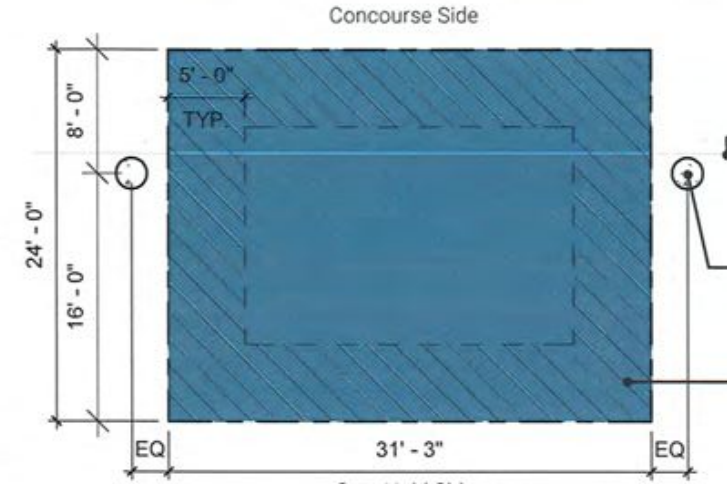
03/31/2023

EXHIBIT A
PREMISES EXHIBITS

5.11 Space B-R1

TENANT KEY:

- Concessions
- Concessions Storage
- Retail
- Non-Leased, Tenant Furnished Areas
- Passenger Path of Travel

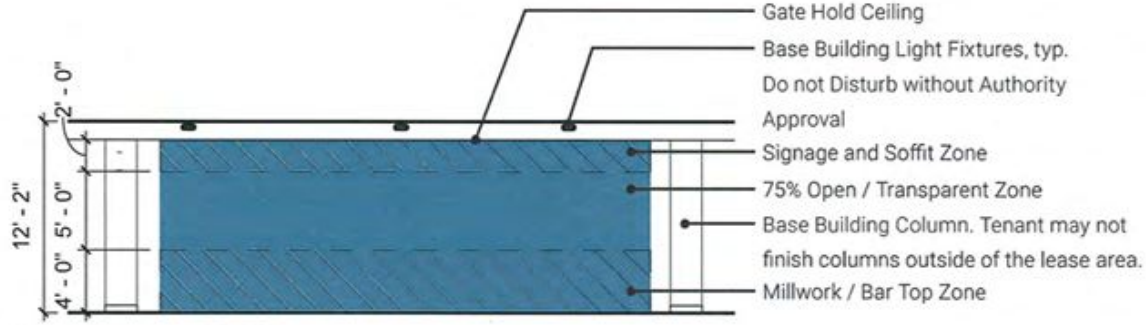


FLOOR PLAN
500 SF

General Note:
Island Retail should not form a barrier to the gate hold seating. Merchandise display and point-of-sale millwork should be designed to allow passengers to circulate through the tenant space.

Note: Concessionaire responsible for identifying and maintaining all base building fire-rated walls, floors, and ceilings.

Note: Square footage provided on this plan is intended to provide a rough estimate, and should not be considered final. Prospective Tenants to obtain LOD information from the Airport Authority.



STOREFRONT ELEVATION



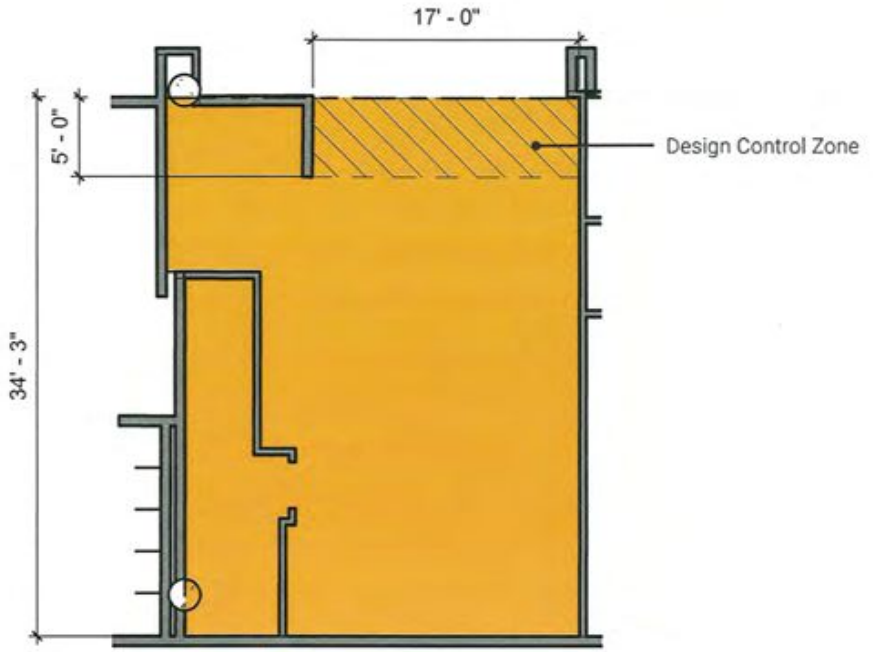
03/31/2023

EXHIBIT A
PREMISES EXHIBITS

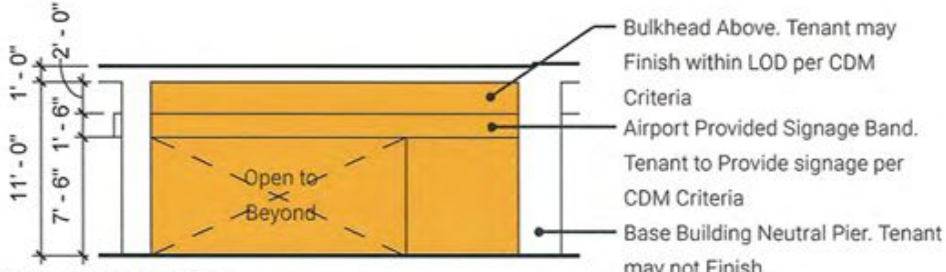
5.14 Space B-FB4

TENANT KEY:

- Concessions
- Concessions Storage
- Retail
- Non-Leased, Tenant Furnished Areas
- Passenger Path of Travel



FLOOR PLAN
981 SF



STOREFRONT ELEVATION

Note: Concessionaire responsible for identifying and maintaining all base building fire-rated walls, floors, and ceilings.

Note: Square footage provided on this plan is intended to provide a rough estimate, and should not be considered final. Prospective Tenants to obtain LOD information from the Airport Authority.



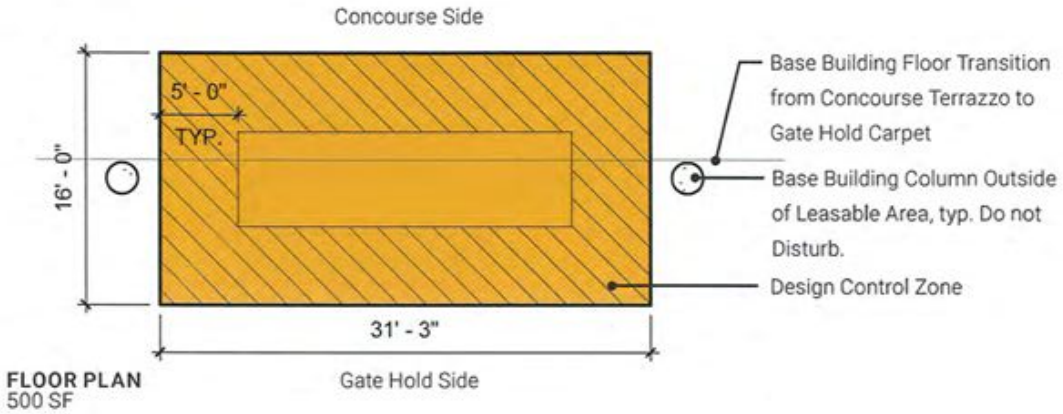
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EXHIBIT A
PREMISES EXHIBITS

5.17 Space B-FB7

TENANT KEY:

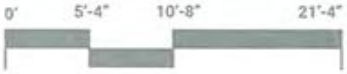
- Concessions
- Concessions Storage
- Retail
- Non-Leased, Tenant Furnished Areas
- Passenger Path of Travel

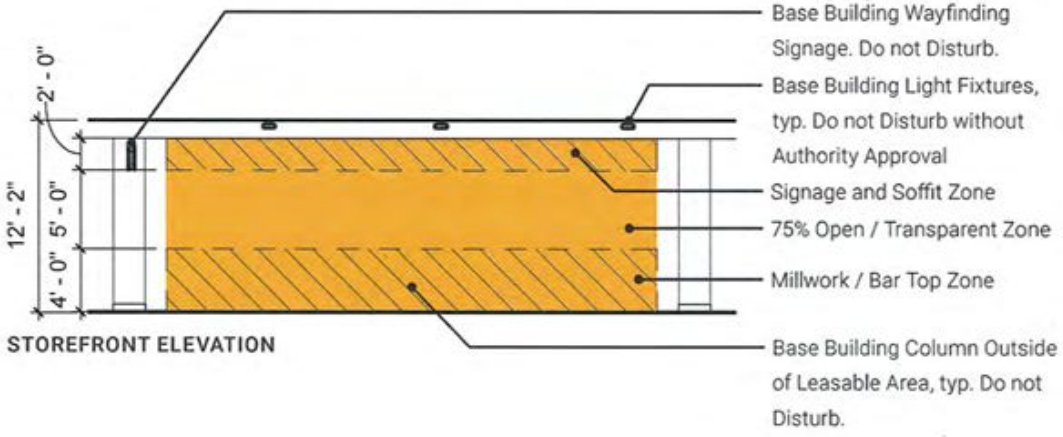


FLOOR PLAN
500 SF

Note: Concessionaire responsible for identifying and maintaining all base building fire-rated walls, floors, and ceilings.

Note: Square footage provided on this plan is intended to provide a rough estimate, and should not be considered final. Prospective Tenants to obtain LOD information from the Airport Authority.





STOREFRONT ELEVATION

03/31/2023

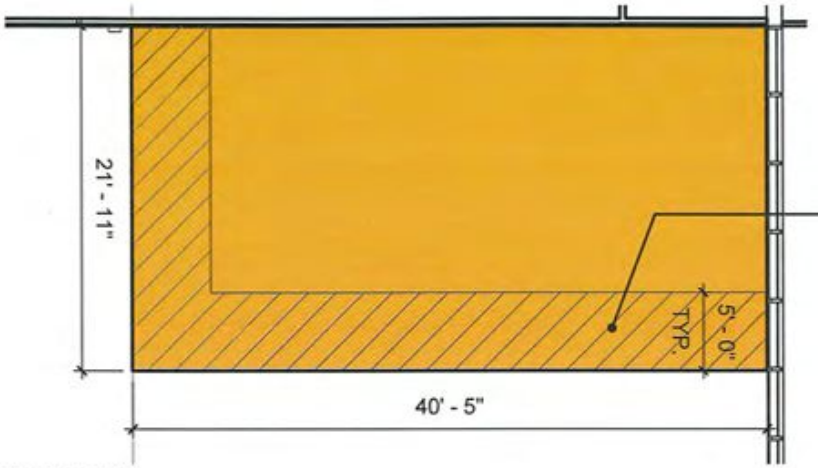
EXHIBIT A
PREMISES EXHIBITS

DRAFT

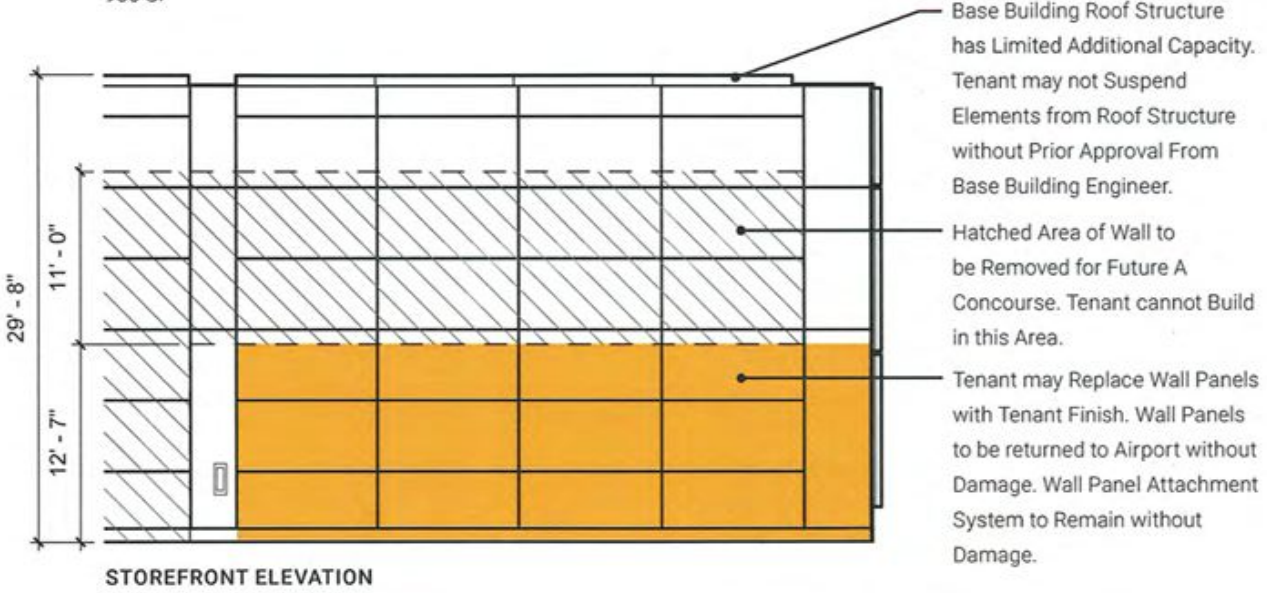
5.26 Space GBF-FB1

TENANT KEY:

- Concessions
- Concessions Storage
- Retail
- Non-Leased, Tenant Furnished Areas
- Passenger Path of Travel



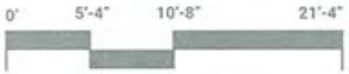
FLOOR PLAN
950 SF



STOREFRONT ELEVATION

Note: Concessionaire responsible for identifying and maintaining all base building fire-rated walls, floors, and ceilings.

Note: Square footage provided on this plan is intended to provide a rough estimate, and should not be considered final. Prospective Tenants to obtain LOD information from the Airport Authority.



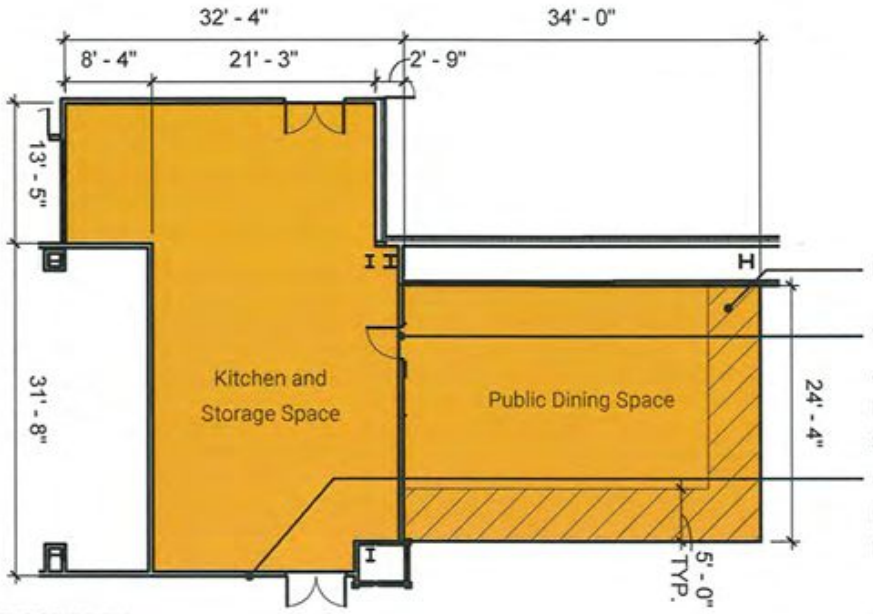
03/31/2023

EXHIBIT A
PREMISES EXHIBITS

5.27 Space GBF-FB2

TENANT KEY:

- Concessions
- Concessions Storage
- Retail
- Non-Leased, Tenant Furnished Areas
- Passenger Path of Travel



FLOOR PLAN
2000 SF

Design Control Zone

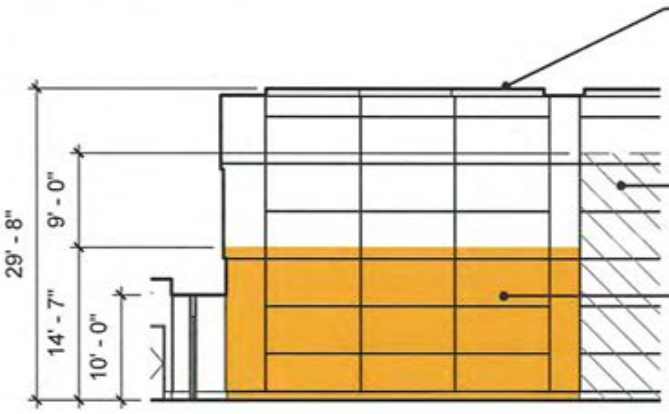
Tenant may Propose, for Airport Approval, Alternate Location of Wall and Door Separating Kitchen and Dining Spaces to Better Suit their Operations.

Checkpoint Security Area. Tenant Wall Must Remain and Public Side of Wall to be Finished by Airport.

Note: Concessionaire responsible for identifying and maintaining all base building fire-rated walls, floors, and ceilings.

Note: Square footage provided on this plan is intended to provide a rough estimate, and should not be considered final. Prospective Tenants to obtain LOD information from the Airport Authority.





STOREFRONT ELEVATION

Base Building Roof Structure has Limited Additional Capacity. Tenant may not Suspend Elements from Roof Structure without Prior Approval From Base Building Engineer.

Hatched Area of Wall to be Removed for Future A Concourse. Tenant cannot Build in this Area.

Tenant may Replace Wall Panels with Tenant Finish. Wall Panels to be returned to Airport without Damage. Wall Panel Attachment System to Remain without Damage.

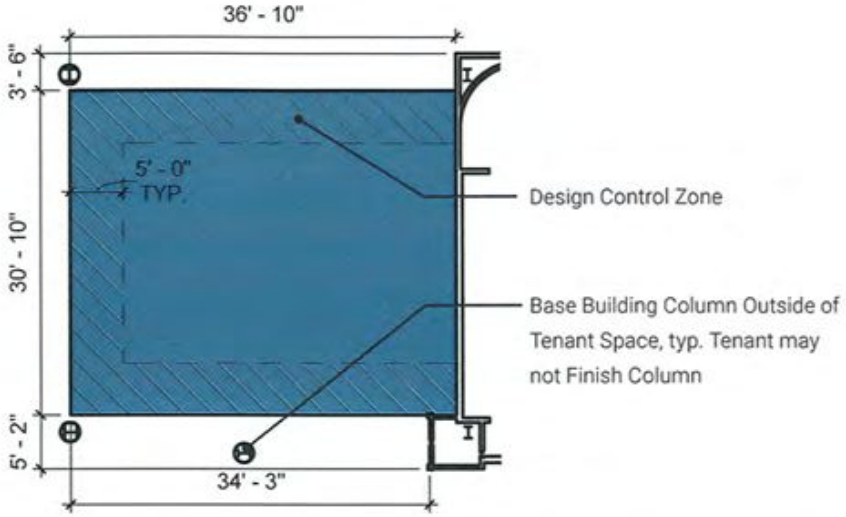
03/31/2023

EXHIBIT A
PREMISES EXHIBITS

5.28 Space GBF-R1

TENANT KEY:

- Concessions
- Concessions Storage
- Retail
- Non-Leased, Tenant Furnished Areas
- Passenger Path of Travel

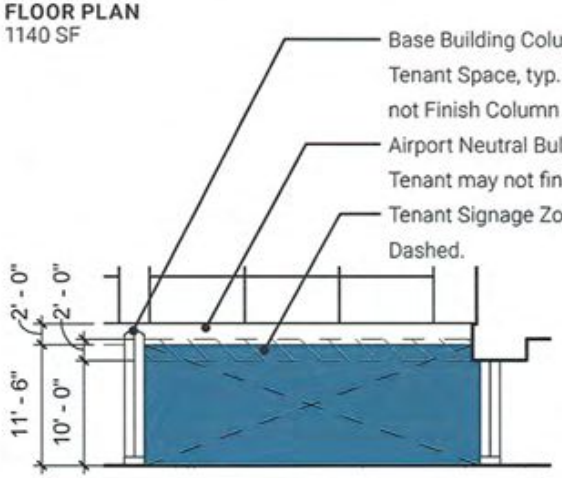


FLOOR PLAN
1140 SF

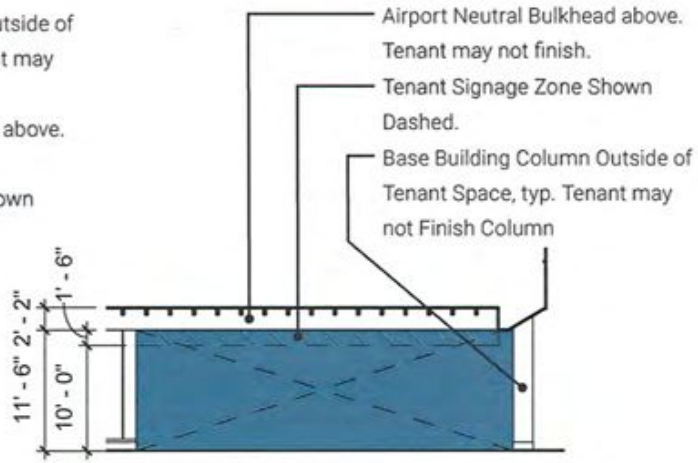
Note: Concessionaire responsible for identifying and maintaining all base building fire-rated walls, floors, and ceilings.

Note: Square footage provided on this plan is intended to provide a rough estimate, and should not be considered final. Prospective Tenants to obtain LOD information from the Airport Authority.

0' 8' 16' 32'



STOREFRONT ELEVATION A



STOREFRONT ELEVATION B

03/31/2023

EXHIBIT B
PERMITTED BRANDS, PRODUCTS, MENUS AND PRICES

LOCATION	BRAND
B-R1	SHOPPS AT SIESTA KEY
B-FB4	WAHLURGERS
B-FB7	MOTOWORKS BREWING
GFB-FB2	PATRICK'S 1841
GBF-FB1	ANNA MARIA OYSTER BAR
GBF-R1	PETE'S/SARASOTA TO GO

Note: Refer to Article 4.07, Permitted Brands, Products, Menus, and Prices.

EXHIBIT C
MONTHLY CONCESSION REPORT

SRQ STATEMENT OF RENT
FOR MONTH ENDING _____, 2024

Sales Catergory	Current Monthly Sales	Sales Year To Date	Percentage Rate	Monthly Percentage Rent
FOOD AND NON ALCOHOLIC BEVERAGES				
ALCOHOLIC BEVERAGES				
NEWS/CONVENIENCE/SPECIALTY RETAIL				
TOTALS				
PERCENTAGE RENT				
MINIMUM PERCENTAGE RENT				
MONTHLY RENT DUE				
LESS PRIOR PERCENTAGE RENT				
TOTAL RENT DUE				

The foregoing is certified to be true and corrected to the best of my knowledge.

Signature Date

Name

Chief Financial Officer

Address questions to:
Title (000) 000-0000
Title (000) 000-0000

SAMPLE

EXHIBIT D
DEVELOPMENT SCHEDULE

Note: Refer to Article 13.04, Development Scheule.

EXHIBIT E
FORM OF GUARANTY OF AGREEMENT

FORM OF GUARANTY OF AGREEMENT

WHEREAS, the Lease and Concession Agreement ("Agreement"), made and entered into this 27th day of November, 2023, by and between **SARASOTA MANATEE AIRPORT AUTHORITY**, a body politic and corporate existing under the laws of the State of Florida, hereinafter referred to as "Authority", and **SSP AMERICA SRQ, L.L.C.** a corporation organized under the laws of the State of Florida, authorized to do business in the state of Florida, whose principal place of business is 20408 Bashan Dr., Ste. 300, Ashburn, VA 2017, hereinafter referred to as "Concessionaire", collectively hereinafter referred to as the "Parties".

Location:	Sarasota Bradenton International Airport Sarasota and Mantee Counties, Florida 6000 Airport Circle, Sarasota, FL 34243
Authority:	Sarasota Mantee Airport Authority
Concessionaire:	SSP AMERICA SRQ, L.L.C.
Guarantor:	_____
Guarantor Address:	_____ _____ _____ _____

WHEREAS, the Authority under said Agreement requires as a condition to its execution of said Agreement that the undersigned (hereinafter referred to as Guarantor) guarantee the full performance of the obligations of Concessionaire under said Agreement; and

WHEREAS, the undersigned is desirous that Authority enter into said Agreement with Concessionaire.

NOW THEREFORE, in consideration of the execution of said Agreement by Authority, Guarantor hereby unconditionally guarantees the complete and timely performance of each and all the terms, covenants and conditions of said Agreement to be kept and performed by said Concessionaire, including but not limited to the Summary of Terms of the Agreement and the payment of all Rent and all other rents, fees, and charges to accrue thereunder. Guarantor further agrees as follows:

A. That this Guaranty shall continue in favor of Authority notwithstanding any extension, modifications, or alteration of said Agreement entered into by and between the Parties thereto, or their successors or assigns, notwithstanding any assignment of said Agreement, with or without the consent of Authority, and no extension, modification, alteration or assignment of the above referred-to Agreement shall in any manner release or discharge Guarantor and it does hereby consent thereto; and

B. This Guaranty will continue unchanged by any bankruptcy, reorganization, or insolvency of Concessionaire or any successor or assignee hereof or by any disaffirmance or abandonment by a trustee to Concessionaire; and

C. Authority, may, without notice, assign this Guaranty in whole or in part, and no assignment or transfer of the Agreement shall operate to extinguish or diminish the liability of Guarantor hereunder; and

D. The liability of Guarantor under this Guaranty shall be primary and, in any right of action that shall accrue to Authority under the Agreement, Authority may, at its option, proceed against the undersigned without having commenced any action or obtained any judgment against Concessionaire; and

E. Guarantor shall pay Authority's reasonable attorney fees and all costs and other expenses incurred in any negotiations, action or proceeding commenced to enforce this Guaranty; and

F. Guarantor hereby waives notice of any demand by Authority as well as of any notice of Concessionaire's default in the payment of rent or any other amounts contained or reserved in the Agreement; and

G. The Guarantor hereby consents to personal jurisdiction and venue in the state and judicial district in which the Premises is located.

The use of the singular herein shall include the plural. The obligation of two or more parties shall be joint and several. The terms and provisions of this Guaranty shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successor and assigns of the parties herein named.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty of Agreement to be executed as of the effective date of the above-mentioned Agreement.

Corporate Seal:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Guarantor: _____

Address: _____

City, State, Zip: _____

E-Mail Address _____

Telephone: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Guarantor: _____

Address: _____

City, State, Zip: _____

E-Mail Address _____

Telephone: _____

Note: If Guarantor is a corporation, its authorized officials must sign on behalf of the corporation and indicate the capacity in which they are signing. This Form of Guaranty must be executed by the President or Vice President and the Secretary or Assistant Secretary, unless the bylaws or a resolution of Authority of Directors shall otherwise provide, in which event, the bylaws or a certified copy of the resolution shall be attached to this Guaranty. The appropriate corporate seal should be affixed hereto.

EXHIBIT F
STATEMENT FOR PUBLIC ENTITY CRIMES

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON 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: _____
   (print individual's name and title)

   for: _____
   (print name of entity submitting sworn statement)

   whose business address is: _____

   _____

   _____

   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 lease 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, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty of 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 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 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 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 SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE AFFECTING THE CORRECTNESS OF THE INFORMATION CONTAINED IN THIS SWORN STATEMENT.

_____
(Signature) (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 _____, 2023 by _____ who is ☐ personally known to me or ☐ has produced _____ as identification.

_____
Signature of Notary Public

_____
Printed Name of Notary Public

My Commission Expires:

(SEAL)

AGENDA ITEM NO. 8.1

Sarasota Manatee Airport Authority
Balance Sheet
Tuesday, October 31, 2023

Assets	
Current Assets	
Cash & Investments	$50,080,434
Accounts Receivable	1,376,888
Grants Receivable	(6,377,294)
Accrued Interest Receivable	70,848
Inventory	295,705
Prepaid Insurance	253,104
Prepaid Expense & Other Assets	1,157,027
Total Current Assets	*46,856,711*
Non-Current Assets	
Customer Facility Funds	*19,860,989*
Passenger Facility Funds	*1,558,615*
Airport Facilities & Equipment	374,749,193
Accumulated Depreciation	(218,036,161)
Intangible Assets, net	692,620
Construction in Progress	82,009,650
Total Non-Current Assets	*260,834,907*
Total Assets	***$307,691,618***
Deferred Outflow of Resources - Pension	***2,376,111***
Liabilities and Net Position	
Current Unrestricted Liabilities	
Accounts Payable	12,712,796
Unearned Income	1,913,173
Accrued Expenses & Other Liabilities	1,199,657
Total Unrestricted Liabilities	*15,825,626*
Non-Current Liabilities	
Net Pension Liabilities	3,634,535
Total Non-Current Liabilities	3,634,535
Total Liabilities	***19,460,161***
Deferred Inflow of Resources - Pension	***1,862,506***
Net Position	
Net Assets	287,502,861
Current Profit Account	1,242,201
Total Net Position	***288,745,062***

Sarasota Manatee Airport Authority
Budget/Year to Date Actual
For the Period Ending Tuesday, October 31, 2023

	This Month This Year	Total Budget	Year to Date This Year	Budget Less Actual YTD	Actual YTD %
Airline Rentals, Fees and Charges					
Landing Fees - Signatory	$66,660	$1,114,424	$66,660	$1,047,764	6.0%
Landing Fees - Nonsignatory	2,110	30,863	2,110	28,753	6.8%
Landing Fees - Nonscheduled	184	0	184	(184)	0.0%
Preferential Apron Fees	39,353	471,464	39,353	432,111	8.3%
Concourse Circulation	467,865	5,603,024	467,865	5,135,159	8.4%
Baggage Claim Area	105,871	1,248,887	105,871	1,143,016	8.5%
Gate Use Fees - Signatory	5,453	193,311	5,453	187,858	2.8%
Terminal and Gate Fees - Nonsignatory	26,250	250,390	26,250	224,140	10.5%
Airline Terminal Rent - Signatory	181,851	2,154,790	181,851	1,972,939	8.4%
Airline Terminal Rent - Nonsignatory	4,686	56,233	4,686	51,547	8.3%
Total Airline Revenues	***900,282***	***11,123,386***	***900,282***	***10,223,104***	***8.1%***
Non-Airline Revenue					
Air Cargo Facility	17,854	214,253	17,854	196,399	8.3%
Subtotal	***17,854***	***214,253***	***17,854***	***196,399***	***8.3%***
Airfield					
Fuel Flowage Fees	44,428	770,000	44,428	725,572	5.8%
Ground Lease Airfield	33,628	374,689	33,628	341,061	9.0%
T-Hangar Facilities	90,609	1,025,000	90,609	934,391	8.8%
Fixed Base Operators - Rent	79,481	941,264	79,481	861,783	8.4%
Fuel Service - ASIG	6,861	92,000	6,861	85,139	7.5%
Subtotal	***255,006***	***3,202,953***	***255,006***	***2,947,947***	***8.0%***
Terminal Building					
RAC Counter Space	14,500	174,000	14,500	159,500	8.3%
Other Terminal Rents	31,279	415,000	31,279	383,721	7.5%
Advertising	34,602	400,000	34,602	365,398	8.7%
Restaurant Services	112,305	1,900,000	112,305	1,787,695	5.9%
Gift Shop	75,097	1,125,000	75,097	1,049,903	6.7%
Miscellaneous	(11)	1,500	(11)	1,511	-0.7%
Vending	544	25,000	544	24,456	2.2%
Subtotal	***268,316***	***4,040,500***	***268,316***	***3,772,184***	***6.6%***
Terminal Area					
Car Rental %	726,200	10,625,000	726,200	9,898,800	6.8%
Auto Parking	1,190,099	9,900,000	1,190,099	8,709,901	12.0%
Ground Transportation	3,700	630,000	3,700	626,300	0.6%
Fuel Flowage Fees - Menzies	56,287	859,900	56,287	803,613	6.5%
RAC Ready Car Spaces	5,280	71,100	5,280	65,820	7.4%
Parking Stickers/Hang Tags	14,397	80,000	14,397	65,603	18.0%
Taxi Cab Service	0	100,000	0	100,000	0.0%
RAC Buildings Land Rent	45,945	698,000	45,945	652,055	6.6%
Subtotal	***2,041,908***	***22,964,000***	***2,041,908***	***20,922,092***	***8.9%***
Non-Aviation Area					
University Self Storage Income	51,937	500,000	51,937	448,063	10.4%
Buildings - Non-Aviation	35,140	293,748	35,140	258,608	12.0%
Common Area Maint - Comm Parke	500	7,462	500	6,962	6.7%
Land - Non-Aviation	35,992	457,038	35,992	421,046	7.9%
Subtotal	***123,568***	***1,258,248***	***123,568***	***1,134,680***	***9.8%***
Total Operating Revenue	***3,606,935***	***42,803,340***	***3,606,935***	***39,196,405***	***8.4%***
Investment Income + Other Income					
Investment Income					
Interest Earned - Operating	223,642	400,000	223,642	176,358	55.9%
Interest Earned - Other	0	0	0	0	0.0%
Subtotal	***223,642***	***400,000***	***223,642***	***176,358***	***55.9%***
Other Income					
Passenger Facilty Charges	4,172	8,716,838	4,172	8,712,666	0.0%
Customer Facility Charges	469,297	7,725,000	469,297	7,255,703	6.1%
Grant Revenue - Other	0	0	0	0	0.0%
Grant Revenue - FAA	0	0	0	0	0.0%
Grant Revenue - FDOT	0	0	0	0	0.0%
Miscellaneous Income	208	10,000	208	9,792	2.1%
Miscellaneous Income - LEO	120	0	120	(120)	0.0%
I.D. Badges	6,142	30,000	6,142	23,858	20.5%
Profit/Loss on Disposal	0	15,000	0	15,000	0.0%
Extraordinary Items	0	0	0	0	0.0%
Asset Writedown/Up on Investments	45,775	0	45,775	(45,775)	0.0%
Subtotal	***525,714***	***16,496,838***	***525,714***	***15,971,124***	***3.2%***
Subtotal Investment Income & Other	**749,356**	**16,896,838**	**749,356**	**16,147,482**	**4.4%**
Total Revenues	***4,356,291***	***59,700,178***	***4,356,291***	***55,343,887***	***7.3%***

Sarasota Manatee Airport Authority
Budget/Year to Date Actual
For the Period Ending Tuesday, October 31, 2023

	This Month This Year	*Total Budget*	*Year to Date This Year*	*Budget Less Actual YTD*	*Actual YTD %*
Utilities					
Electric-Utility	(6,768)	897,000	(6,768)	903,768	-0.8%
Refuse Collection	(2,013)	124,200	(2,013)	126,213	-1.6%
Water and Sewer	0	166,800	0	166,800	0.0%
Subtotal	***(8,781)***	***1,188,000***	***(8,781)***	***1,196,781***	***-0.7%***
Personnel					
Salary/Wages	1,071,074	12,860,337	1,071,074	11,789,263	8.3%
Health Insurance	227,109	2,627,153	227,109	2,400,045	8.6%
Retirement	175,018	2,200,002	175,018	2,024,984	8.0%
Social Security	47,212	764,971	47,212	717,759	6.2%
Medicare	12,865	186,476	12,865	173,611	6.9%
Disability	119	2,500	119	2,381	4.8%
Unemployment	0	30,146	0	30,146	0.0%
Worker's Compensation	24,808	341,547	24,808	316,739	7.3%
Employment Expenses	218	10,000	218	9,782	2.2%
Subtotal	***1,558,423***	***19,023,132***	***1,558,423***	***17,464,709***	***8.2%***
Administration					
Advertising	12,300	125,700	12,300	113,400	9.8%
Bad Debts Expense	0	5,000	0	5,000	0.0%
CEO Auto Expenses	1,315	20,000	1,315	18,685	6.6%
Public Relations	1,862	56,000	1,862	54,138	3.3%
Customs	(13,045)	225,000	(13,045)	238,045	-5.8%
Data Processing	3,985	157,000	3,985	153,015	2.5%
Software Licenses/Annual Support	17,861	421,700	17,861	403,840	4.2%
Dues and Subscriptions	36,661	151,324	36,661	114,663	24.2%
Employee Service Awards	25	6,125	25	6,100	0.4%
Entertainment	899	21,000	899	20,101	4.3%
Insurance - Property	61,751	832,216	61,751	770,465	7.4%
Insurance - General Liability	0	257,748	0	257,748	0.0%
Insurance - Surety Bonds	5,235	15,666	5,235	10,431	33.4%
Insurance - Vehicles	7,951	46,469	7,951	38,518	17.1%
Legal Expense	8,500	400,000	8,500	391,500	2.1%
Loss & Safety Program	0	200	0	200	0.0%
Marketing Trade Show Registration	1,710	37,200	1,710	35,490	4.6%
Miscellaneous	1,503	75,900	1,503	74,397	2.0%
Office Supplies and Equipment	3,959	104,975	3,959	101,016	3.8%
Postage	(1)	5,200	(1)	5,201	0.0%
Professional Services	5,500	666,150	5,500	660,650	0.8%
Records Retention	0	2,500	0	2,500	0.0%
Sponsored Events	0	5,400	0	5,400	0.0%
Taxes	0	16,000	0	16,000	0.0%
Telephone Service	25,242	369,600	25,242	344,358	6.8%
Training	11,052	191,450	11,052	180,398	5.8%
Travel	11,619	240,100	11,619	228,481	4.8%
Holiday Decorations	0	42,000	0	42,000	0.0%
Uniforms	6,317	99,200	6,317	92,883	6.4%
Subtotal	***212,198***	***4,596,823***	***212,198***	***4,384,625***	***4.6%***
Operations					
Air Conditioning	10,384	100,500	10,384	90,116	10.3%
Carpentry	2,588	45,000	2,588	42,412	5.8%
Common Area Maint - Comm Parke	0	10,000	0	10,000	0.0%
Electrical	6,734	83,700	6,734	76,966	8.0%
Access Control	0	20,000	0	20,000	0.0%
Equipment Rental	0	49,000	0	49,000	0.0%
Equipment Repair	8,495	169,500	8,495	161,005	5.0%
Loading Bridge Repair	5,091	140,000	5,091	134,909	3.6%
Conveyor & Belts	4,719	40,000	4,719	35,281	11.8%
Terminal Audio & Paging Repairs	0	19,000	0	19,000	0.0%
Repairs Generator	0	53,000	0	53,000	0.0%
Repairs - Tires	1,735	0	1,735	(1,735)	0.0%
FAA Mandated Security Measures	0	50,000	0	50,000	0.0%
Fence and Gate Repair	141	26,500	141	26,359	0.5%
Interior Planting	0	40,000	0	40,000	0.0%
Irrigation System	591	13,000	591	12,409	4.5%
Janitorial Service	0	1,840,000	0	1,840,000	0.0%
Floor Maintenance	35	58,000	35	57,965	0.1%
Landscape Maintenance	3,887	77,500	3,887	73,613	5.0%
Miscellaneous Construction	1,927	124,000	1,927	122,073	1.6%
Paint and Markings	639	126,500	639	125,861	0.5%
Permits & Licenses	0	3,400	0	3,400	0.0%
Paving and Pavement Repairs	0	68,000	0	68,000	0.0%
Plumbing	12,050	60,500	12,050	48,450	19.9%
Radio Equipment Repairs	0	5,400	0	5,400	0.0%
Service Contracts	103,046	1,592,898	103,046	1,489,852	6.5%
Shuttle Service	1,729	30,000	1,729	28,271	5.8%
Vehicle Repairs	7,486	96,500	7,486	89,014	7.8%
Subtotal	***171,277***	***4,941,898***	***171,277***	***4,770,621***	***3.5%***

Sarasota Manatee Airport Authority
Budget/Year to Date Actual
For the Period Ending Tuesday, October 31, 2023

	This Month This Year	Total Budget	Year to Date This Year	Budget Less Actual YTD	Actual YTD %
Supplies					
Fabrication Supplies	0	19,000	0	19,000	0.0%
Extinguishing Agent	0	40,000	0	40,000	0.0%
First Aid Supplies	(241)	12,000	(241)	12,241	-2.0%
Gas & Fuel	0	126,900	0	126,900	0.0%
Identification	1,312	20,000	1,312	18,688	6.6%
Janitorial Supplies	23,507	376,338	23,507	352,831	6.2%
Lighting	1,511	41,200	1,511	39,689	3.7%
Lighting - Airfield	2,339	60,000	2,339	57,661	3.9%
Miscellaneous Supplies	551	12,500	551	11,949	4.4%
Miscellaneous Terminal Furnishings	0	12,000	0	12,000	0.0%
Non-Capital Equipment	5,717	90,100	5,717	84,383	6.3%
Safety Supplies	299	4,000	299	3,701	7.5%
Shop Supplies	1,362	22,500	1,362	21,138	6.1%
Signage	7,060	55,000	7,060	47,940	12.8%
Small Tools and Equipment	4,394	55,750	4,394	51,356	7.9%
Vegetation Control	3,305	27,000	3,305	23,696	12.2%
Ammunition/Wildlife Disbursement	0	13,500	0	13,500	0.0%
Subtotal	***51,115***	***987,788***	***51,115***	***936,673***	***5.2%***
Total Operating Expenses	***1,984,232***	***30,737,641***	***1,984,232***	***28,753,409***	***6.5%***
Profit (Loss) from Operations	***2,372,059***	***28,962,537***	***2,372,059***	***26,590,478***	***8.2%***
Depreciation and Amortization					
Amortization	31,441	0	31,441	(31,441)	0.0%
Depreciation	1,037,499	0	1,037,499	(1,037,499)	0.0%
Total Depreciation and Amortization	***1,068,939***	***0***	***1,068,939***	***(1,068,939)***	***0.0%***
Other Expenses					
Marketing	60,919	300,000	60,919	239,081	20.3%
Total Other Expenses	***60,919***	***300,000***	***60,919***	***239,081***	***20.3%***
Net Profit (Loss)	***$1,242,201***	***$28,662,537***	***$1,242,201***	***$27,420,336***	***4.3%***

Sarasota Manatee Airport Authority
Investment Portfolio
For the Month of October 2023

	Description	Cusip/Invest	Coupon	Par Value Orig Face	Purchase or Book Yield (1)	Acquisition Cost	Purchase Date	Maturity Date	Int. Rec'd (2)	Market Value (3)	Yield @ Market	Market Price	Purchase or Book Price
2	US Treasury Note	91282CDR9	0.750	8,000,000	0.091	7,974,688	1/18/2022	12/31/2023	5,000	7,938,720	0.76	99.234	99.680
3	TD Bank CD	3282200422	5.690	10,000,000	5.690	10,000,000	9/16/2023	1/16/2024	24,942	10,000,000	5.69	100.000	100.000
6	US Treasury Bill	912797HL4		4,000,000	5.446	3,935,589	8/3/2023	11/21/2023		3,988,240	5.12	99.7060	98.39
7	US Treasury Bill	912797FJ1		4,178,000	5.425	4,122,396	8/10/2023	11/9/2023		4,173,070	4.79	99.8820	98.67
8	US Treasury Bill	912797HN)		4,166,000	5.240	4,099,043	10/20/2023	12/5/2023		4,145,170	5.24	99.500	98.39
9	US Treasury Bill	912797FW2		4,235,000	5.283	4,157,402	9/1/2023	1/4/2024		4,195,106	5.34	99.058	98.17
	US Treasury Bill	912797HZ3		5,079,000	5.484	4,999,590	10/2/2023	1/16/2024		5,022,166	5.36	98.881	98.4365
	US Treasury Bill	912797FU6		5,054,000	5.484	4,999,735	10/2/2023	12/14/2023		5,022,059	5.28	99.368	98.926292
	US Treasury Bill	912797JD0		4,070,000	5.513	4,000,100	10/20/2023	2/13/2024		4,007,403	5.43	98.462	98.282555
10	Cash			159,981		159,981				159,981	4.97	1.000	1.00
	Total Investments			48,941,981		48,448,524			29,942	48,651,915			

(1) Yield to Maturity.

(2) Interest on Notes is paid semi-annually, accrued monthly (USTN)

(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 October 2023

Transaction Date	Maturity Date	Description	Cusip/Invest	Coupon Yield	Original Face Purchase price	Sales Price Market Price	Gain or (Loss) on Sale
Securities Purchased:							
10/20/2023	2/13/2024	USTB	912797JD0		4,070,000.00	4,000,100.01	

Securities Sold:

Transaction Type	Purchase Date	Maturity / Sale Date	Issuer	Cusip	Par Amount	Purchase Price	Book Yield	Book Value	Maturity / Sales Price	Maturity / Sales Value	Gain (Loss)	Accrued Interest
Buy	8/3/2023				4,000,000.00			4,000,000.00				
Maturity		10/17/2023	USTB	912797HB6		3,956,250.00			1.00	4,000,000.00		**43,750.00**
Buy	5/31/2023				4,150,000.00			4,150,000.00				
Maturity		10/26/2023	USTB	912797FC6		4,060,429.00			1.00	4,150,000.00		**89,571.00**

All information can be found on the trade ticket

AGENDA ITEM NO. 8.3

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

FINANCE **OCTOBER 2023**

Budget/Financial Information: Included in the Board packet are the unaudited **preliminary** financial statements for **October.** Summary information contained therein for **October** is as follows:

- Operating revenues for **the month of October** were approximately **1.01% higher** than anticipated in the FY 24 budget.
- Operating expenses for **the month of October** were approximately **22.6% lower** than anticipated in the FY 24 budget.
- On a **year to date basis**, operating income is **1.01% above** budget and operating expenses are **22.6% below** budget.

Passenger Facility Charge (PFC): A separate detail which reflects PFC collections for the month of **October** and cumulative to date.

Summary Costs and Grant Reimbursements on both the Capital Projects and in-house projects are as follows: In October 2023, we expended $6,377,894 and received grant reimbursements of $955,831 which represent prior months filings. Cumulatively, we have expended $65,946,257with grant reimbursements of $26,189,163 for a current cash flow deficit of $39,757,094.

Sarasota Manatee Airport Authority
Sarasota Bradenton International Airport (SRQ)
PFC Collections by Carrier

Carrier	Oct-23	Collected since inception
Aces Airlines		24.86
Aer Lingus	4.39	1,394.24
Aero California		8.64
Aero Costa Rico		2.92
Aeroflot - Russian Airlines		965.48
Aeromexico	96.36	5,817.59
AeroPeru		19.02
Aeropostal Venezuela		17.52
Air Aruba		11.68
Air Canada	2,973.12	1,087,472.01
Air Europa		401.46
Air France	207.64	35,541.38
Air India		2.88
Air New Zealand		1,980.82
Air Pacific Ltd.		135.81
Air Portugal		308.10
Air Serbia		570.70
Air Sunshine		109,075.76
Air Trans At		144,133.51
AirTran Airways		5,850,221.51
Alaska Airlines		6,275.03
Alitalia/ITA	43.90	4,422.00
All Nippon Airways (ANA)	13.06	601.32
Allegiant Air	287,483.61	6,453,806.80
Aloha		46.64
America West		116,500.91
American (AMR)	200,859.22	7,025,168.31
ATA Airlines, Inc.		2,527,486.80
Asiana Airlines		682.02
ATA Leisure Corp.		90,614.78
Austrian Airlines		1,024.88
AV Atlantic		1,027.84
Avelo Airlines	27,714.48	266,247.30
Avensa		43.20
Avianca		245.09
Aviateca, S.A.		5.84
Azul Brasileiras		17.56
Big Sky		2.92
Breeze Airlines	8,161.01	114,069.76
British Airways		11,911.66
Brussels Airlines		206.22
BWIA		78.84
Canada 3000		100,572.36
Canadian Airlines		64,977.45
Canair		20,334.88
CanJet		120,295.00
Cape Air / Hyannis Air Service		242.90
Carnival Air Lines		1,883.40
Casino Air Link		887.68
Casino Express		8,389.66
Cathay Pacific		3,267.58
Cayman Airways		101.96
Champion Air (MLT, Inc.)		9,343.96
China Airlines	4.39	2,445.95
Colgan Air, Inc.		151.86
ComAir		21,805.38
Compania		33.75
Conquest		5.76
Continental Airlines		3,580,174.07
Continental Micronesia		44.05
Copa		11.56

Carrier	Oct-23	Collected since inception
Croatia Airlines		79.02
Czech Airlines (Aviation Industry Consultants)		2,516.42
Delta Air Lines	255,392.56	33,266,399.81
El Al Israel Airlines	4.28	1,404.65
Elite		61,345.86
Emirates	8.78	4,371.31
Empire		757.44
Eva Airways		827.53
ERA Aviation		84.84
Etihad Airways		698.01
Express One		8,387.70
Falcon Express		1,454.16
Faucett		8.76
Finnair		677.25
Florida Coastal Airlines		8,516.60
Front Page Tours		245.28
Frontier Airlines	23,562.99	667,080.98
G-P Express		89.28
Gold Transportation Services		26,702.01
Gol Linhas Aereas	17.56	114.14
Great Lakes Aviation		44.06
Hahn Air		2,956.82
Hawaiian Airlines		1,013.65
Iberia		1,545.24
Island Air		30.73
Insel Air		4.39
JAL (Japan Airlines)	17.56	931.65
Jet Airways		114.14
Jet Blue	57,280.19	5,987,925.00
JetsGo		6,418.18
Kenya		206.43
KLM		11,633.73
Korean Air	35.19	17,777.73
Kuwait Airways		2.92
Lacsa		36.54
Laker Airways		803.00
Lan Airlines		21.95
Lan Argentina		17.56
Lan Chile		372.72
Lan Peru		21.95
LATAM Airlines Group	17.56	500.46
Leisure Air		33,007.40
Lineas Aereas Privadas Argentinas		16.07
Lone Star		69.52
Lot Polish Airlines		1,511.45
LTU		74.88
Lufthansa	30.51	8,210.42
Malaysia		406.88
Malev Hungarian		241.88
Mark Travel Corp.		10,856.56
Mesa Airlines		132.20
Compania Mexicana		438.74
MGM Grand Air		302.40
Miami Air Int'l		5,515.47
Midway Airlines		601.52
Midwest		1,922.08
Mountain West		11.68
National Airlines		5.84
Nicaraguense de Aviacion		5.84
North American Airlines		443.39

Carrier	Oct-23	Collected since inception
Northwest		1,996,108.91
Olympic Airways		165.43
Pan American		5.84
Panamena De Aviacion		8.78
Paradise Island		28.80
PenAir (Penninsula Airways)		13.17
Philippine Air	4.39	188.77
Private Jet		3,719.95
Qantas	30.73	4,069.17
Qatar	187.34	3,980.58
Reno Air		35,332.00
Republic Airlines		3,612.86
Royal Air Maroc		69.66
Royal Aviation		10,170.36
Royal Jordanian		29.20
Sabena		393.92
SAHSA		5.28
SAS (Scandivavian)	4.17	4,446.14
Saudi Arabian Airlines		7.31
Sevicios Avensa		280.28
Silver Airways Corp		114.14
Singapore	8.78	3,321.79
Skyservice		9,903.84
South African Airways		4,309.11
Southeast Airlines		6,234.20
Southwest	198,466.27	5,500,699.75
Sun Country	7,722.01	433,824.74
Sun Pacific Int'l (HMHF)		3,612.04
Sunworld Int'l Airlines		224.84
SwissAir	8.78	5,595.47
Taca Int'l Air		348.76
TAM Airlines (Aviation Industry Consultants)		1,039.00
TAP Air Portugal		220.87
Tower Air		17.52
Trans Brasil Airlines	13.17	33.61
Trans World Airways		781,609.36
Turk Hava (Turkish)	170.77	2,253.30
Ultrair		2.88
United	95,089.18	4,631,963.27
US Air Shuttle		2.92
US Airways		8,883,648.83
USA 3000		79,178.04
V Australia (Virgin Blue)		386.32
Varig		668.53
Vietnam Airlines		83.41
Virgin Atlantic	333.53	7,868.82
Viscount Air Service		2,006.04
Viscount Air Tours		353.32
Vision		2,809.60
WestJet		59,780.01
World Airways		35.04
Total	1,165,967.48	90,426,260.72
PFC checking Interest	776.56	1,749,495.41
PFC investment Interest		1,526,893.55
Securities-bought		32,071,184.66
Securities-sold		32,058,520.85
Securities interest		224,518.18
Service charges		6,970.26
Expenditures		92,349,299.19
Balance		1,558,234.60
		0.00
		1,558,234.60

HUMAN RESOURCES — OCTOBER 2023

HUMAN RESOURCES DEPARTMENT
ACTIVITY FOR THE MONTH OF OCTOBER 2023

OPEN POSITIONS

POSITION	NUMBER OF POSITIONS	POSITIONS FILLED	APPLICANT(S) HIRED	STARTING DATE
Baggage Handling System Technicians PT	3			
Firefighter	1			
Floor Maintenance Technician	1	1	Samuel Vives	10/31/2023
IT System Technicans	3			
Maintenance Technician	1	1	Josue Morales	10/17/2023
Operations Supervisor, Airfield & Certification	1	1	Derrick Buchholz	10/25/2023
Operations Supervisor, Communicatoins & Access Control	1			
Operations Security Coordinator	1			
Police Chief	1			
Police Officer - PT	1			
Property Leasing Assistant	1			
Senior Project Manager	1			
System Administrator	1	1	Glenn Sievert	10/30/2023
Traffic Control Specialist	6			
TOTALS	23	4		

SEPERATIONS

NAME	HIRE DATE	SEPARATION DATE	POSITION
Charles Davis	3/14/2022	10/6/2023	Properties Leasing Assistant
Tim Pierce	10/29/2014	10/6/2023	Firefighter
Preston Schamberger	5/9/2022	10/16/2023	IT System Technician
Carlos Farah	9/5/2022	10/25/2023	Baggage Handling System Technician

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
Property Leasing Administrator	1	USS

PURCHASING **OCTOBER 2023**

BIDS/QUOTES:
Schindler Elevator is on site with two crew members and are in their second week of the conversion. We started with the Concourse Service Elevator first and the second crew has started on the 2 Stop elevator in the Terminal. Each should take about 4 weeks to complete before starting on the next two. Completion goal is to have all 4 done before the Christmas Holiday.

The new Parking Lot Equipment has been installed in the Short-term, Long-term, Shade, and Overflow Lot A. The week of November 6th the equipment will be installed in Overflow LOT D. The License Plate Reader System (LPR) is installed and being tested. Training is continuing and we are fine tuning all the equipment to ensure every lane is functioning as it should. Overall, the equipment has performed well.

We have awarded the RFPs for Banking Services and for a Letter of Credit Facility to Truist Bank. We are working on the contracts for both programs, and they should be in place by the end of November.

LED signs have been ordered for the new Cellphone Lot. These signs will first be used to display flight information for people waiting to pick up passengers. The signs will be capable of displaying advertising if the Authority wants to expand their usage. They are still on schedule to be installed by early December.

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: **0**new items added, and we have reduced the number of items in the warehouse by **59. Year-end inventory value was $133,595, down slightly from FY22.** Purchasing is reviewing all stock items to further reduce non- 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 $460.00 of sales in the month of October 2023.

DEPARTMENT PROJECTS:

- **The Elevator Modernization Project and the new Parking Lot Equipment Replacement Projects are moving forward.**
- **Third floor roof leaks have been repaired.**

CONTRACTS ISSUED: NONE.

SUMMARY OF DEPARTMENT ACTIVITY FOR THE MONTH:
PURCHASING:

- Purchase Orders Issued: 242
- Blanket Purchase Orders Issued: 95
- Emergency Purchase Orders Issued: 0
- Change Orders Issued: 0

WAREHOUSE/RECEIVING:

- Inventory Stock Transactions 147

NOTICE TO THE BOARD: Per the Purchasing Policy, all purchases up to $250,000 require at least three informal quotes. All purchases above $250,000 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 **October 2023: NONE.**

AGENDA ITEM NO. 8.4

SARASOTA MANATEE AIRPORT AUTHORITY
REAL ESTATE DEVELOPMENT & PROPERTIES STAFF REPORT
NOVEMBER 27, 2023 REGULAR MEETING

REAL ESTATE DEVELOPMENT & PROPERTIES **OCTOBER 2023**

Allegiant Airlines: Plans are underway with Allegiant for to occupy all 5 gates in the Ground Boarding facility and to expand in the Cargo building.

Property #7/NEC and #12 NWC University & Bradenton Rd: SMAA application for DRI termination and rezoning. Property 7 temporary economy overflow parking under construction. The City Council approved the airports request as submitted at the second reading.

Property #5/6 and airfield: DRI termination and rezoning in process for airport parcels in Manatee County and will include airside and off airport parcels, including the DaVinci training center. Pre-Submittal conference scheduled with the county.

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 and rent increases. The ready/return reconfiguration is near complete and should be implemented by December 1. The rental car companies requested an extension of the current agreement to carry over until such time the contemplated improvements are complete, including new rental car agreements. Amendments are underway and will be scheduled for January Board meeting.

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 is proceeding with plans, 100% design plans submitted to the county. An amendment is in negotiations to incorporate the GA FIS facility into portions of the Sheltair ramp. In addition, the amendment will include certain economic changes in exchange for Sheltair's participation in GA FIS improvements. The amendment will be scheduled for the Jan Board meeting for consideration/approval.

- **SRQ Hangar, LLC:** SRQ Hangar due diligence and conceptual site planning underway. Design plans have commenced. An amendment is in negotiations to reconfigure/relocate this hangar project to better allow neighboring lots/hangar to be developed in the most efficient use of airport properties. This amendment to be scheduled at the November Board meeting to be considered with two other new hangar projects (Roper/Sarasota Avionics).

- **EAA:** EAA has commenced with due diligence and conceptual site planning. Fundraising is underway.

- **GA FIS:** The GA FIS facility is in process and in redesign to value engineer, Redesign to include downsizing and merging with Sheltair ramp to reduce construction requirements. Properties to negotiate/complete a lease for the property/building, including an amendment to Sheltair ground lease.

- **Aerovanti:** This project is stopped as Aerovanti is experiencing financial issues and leadership issues. A recommendation to retract the previous contingent approval of lease(s) will be submitted to the Board for consideration/action (Nov. Board Agenda item), since Aerovanti has failed to provide acceptable financials to the Authority over the past several months.

- **Roper Tech:** Roper Tech has made application for a 20,000-sf hangar in the N Quad, a lease has been drafted and will be submitted to the Board for consideration/approval at the November meeting.

- **Sarasota Avionics:** Sarasota Avionics has made application for a 18,000-sf hangar in the N Quad, a lease has been drafted and will be submitted to the Board for consideration/approval at the January meeting.

School District of Manatee County, Florida: Manatee Schools to value engineer facility plans which may include eliminating one of two hangars, then proceed to the permit and construction.

Team Success: Team Success received final approval(s) to operate. Sitework and buildings are complete, opening of the school is delayed and is now scheduled for the fall of 2024

Validus hangar: Validus has entered a contract to sale it's hangar improvements and has requested a consent of assignment and a lease amendment. Negotiations and drafting are underway and this item is anticipated to be on the November Borad agenda for consideration/approval.

DaVinci: DaVinci is in design for the development of a 15,000-sf aircraft training facility on a portion of Property 5. SMAA will obtain DRI modifications in conjunction with this project. SMAA to participate in the overall infrastructure development including costs whereby the additional improvement will ready the remainder of the property for development.

Ferrovial vertiports: In final negotiations with Ferrovial for a lease of 3.5 acres to develop a vertiport. This lease/project will be scheduled for consideration/approval at the January Board meeting.

Property 5 and 6: Property 5/6 is contemplated to be temporarily utilized as Park N Fly lots and are both in process. A one (1) acre site on Property 5 will be leased to DaVinci Inflight Training and the remainder of Property 5 (approx. 3.5 acres) is planned for a vertiport operation.

Concessions: The respondents to the two package RFP for solicitation with for concessionaires has been reviewed and ranked by staff. The two finalists will be presented to the Board in November for consideration/approval. Existing concessions agreements with both HMS Host and Paradies have been extended and amended to coordinate redevelopment plans.

HMS Host: HMS Host is in due diligence and submitted 30% design plans for this Island Bar project.

Mitchell Management of Florida, Inc.: An amendment to substitute Huey Magoo's was approved at the September Board. The HMS Host Island Bar will be coordinated with this project to provide bar/lounge services to replace the Kona and allow Huey Magoo's to move into the space.

Property #10/M-lot hangars: The maintenance hangar and Agape hangar lease with Aerovanti expires November 14 and no further extensions will be considered/granted. A short-term lease with ASG, a charter company is underway for the two hangars. ASG plans to transition from rental hangars and develop a hangar facility in the N Quad.

A lease with Elixir aircraft was approved at the September Board. Elixir aircraft is working towards its FAA certification and will transition into the hangars one at a time. Thus, ASG will be transitioned out one hangar at a time as Elixir takes occupancy of each hangar. The Authority is negotiating with Atlantic FBO for additional parking areas for Elixir employees, an amendment to add parking is fourth coming.

Property #2/Tallevast: Properties continues discussions/negotiations with Industrial development groups as to a joint development of this property.

Parking: SKIDATA replacement of parking revenue equipment is well underway and is expected to be complete in the fourth Quarter.

Dolphin FBO Expansion and Acquisition: Construction underway on six planned hangars at Dolphin/Hawthorne. Dolphin/Hawthorne plans to renovate the Dolphin facilities and plans are underway.

Atlantic FBO: Atlantic has submitted conceptual plans for expansion of hangars, discussions are underway.

USS storage/Property 9: Redevelopment of USS/Property 9 to an aviation industrial park is in process. A design team has been selected by the Board to assist in the project. An agreement to redesign Property 9 is complete and will be presented to the Board for consideration/approval at the November meeting.

Menzies/Fuel Farm: The project to add fueling stations for both transport truck delivery and fuel truck refueling for aircraft fueling is in design. Menzies and the Authority will share the $4,400,000 cost and each will receive recovery charges back to the airlines. Menzies notified the airlines of the recovery charges forth coming and has commenced with design plans.

Geico Acquisition: The acquisition of this property was approved by the Board at the September Board meeting; closing occured October 31.

Minimum Standards: Staff has updated the airport's Minimum Standards, with several of the airport departments participating. Notification of a public meeting regarding the revised Minimum Standards was made and approval of the revised standards obtained by the Board.

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 October 2023

Item	Qty.	No. Leased	Wait List	Leased %	Monthly Rate	Monthly Rent	Annual Rent
T-Hangars							
51'5 W Oversize	4	4	24	100%	$1,700.00	$6,800.00	$81,600.00
48' W Large	27	27	57	100%	$695.00	$18,765.00	$225,180.00
42' W Standard w/additional 176 sq. ft. storage	4	4	2	100%	$629.00	$2,516.00	$30,192.00
42' Standard (42' wide)	121	121	105	100%	$508.00	$61,468.00	$737,616.00
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
TOTALS	**167**	**164**	**188**			**$90,469.00**	**$1,085,628.00**

- Compliments: **1**
- Complaints: **0**
- Maintenance Requests: **2**
- Total number of tenants: **165**
- Total rentable spaces: **167**
- **108** tenants using auto credit card method of payment
- **6** co-tenancies

AGENDA ITEM NO. 8.5

SARASOTA MANATEE AIRPORT AUTHORITY
ARFF, OPERATIONS & POLICE DEPARTMENTS
November 27, 2023

OPERATIONS DEPARTMENT - PROJECT/ACTIVITY/INCIDENT REPORT FOR THE MONTH OF OCTOBER

Projects and Activities

- Operations corrected several minor issues with the Access Control System during the month.
- Operations attended construction meetings for In-line Baggage System, East Ramp Expansion, West Ramp/Employee Parking Lot Expansion, Ground Boarding Facility, Overflow Parking Lots, ASOS relocation and Ground Transportation Center.
- 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.
- Southeast Taxiway A was closed nightly, Monday – Friday, throughout the month for Taxiway R5 and A8 work.
- Runway 4/22 was closed 11PM to 6AM on 10/4 and 10/31 for painting.
- Runway 14/32 was closed nightly, midnight to 5:30AM, Monday – Friday, the weeks of the 8th and 22nd for Taxiway A8 removal.
- Taxiway A8 was removed. Updated airport diagram sent to FAA.

Alerts and Incidents

- 10/1 – Air Carrier A319 reported losing all their hydraulics, while holding short of Runway 14 on Taxiway A, and may have a hydraulic leak. Pilot requested tow back to the gate. Operations escorted a tug to the aircraft and the aircraft was towed back to gate B3. Approximately 6 gallons of hydraulic fluid was spilled on Taxiway A. ARFF responded for clean-up.
- 10/10 – Operations assisted Dolphin tenant pilot retrieve aircraft Airworthiness Certificate that blew out of the aircraft on Taxiway D, at the entrance to Runway 4.
- 10/13 – Flight Service requests Operations search for recently arrived N4220Q (C-185) with an active ELT. Aircraft located at Atlantic North and owner notified.
- 10/14 – C-172 engine quit after landing Runway 22, turned off and cleared 22 on Taxiway C. Operations escorted Atlantic tug to tow back to The Pilot Place.
- 10/15 – Alert I: ATCT reports Citation Jet inbound with one engine out, currently circling to burn off fuel after departing from Venice. Aircraft lands safely and taxies to Dolphin.
- 10/16 – Transient C-172 lands Runway 22 (after midnight – ATCT closed) and nose wheel goes flat; aircraft stops on Runway 22 at the intersection with Runway 14/32. Operations notified Tampa Approach Control runway is closed. ARFF responded with tow bar (all FBOs closed). Nose wheel placed onto Operations dolly and Operations towed aircraft to Dolphin ramp. Runway was inspected and reopened; Tampa Approach Control notified. Operations drove pilot to Hilton Garden Inn.

OPERATIONS DEPARTMENT
NOVEMBER 2023

- 10/19 - ATCT reported an active ELT broadcast. Airfield sweep completed; signal ceased prior to being located.
- 10/20 – Operations responded to a report of an injured hawk near the fire station. Red Tailed Hawk captured and transferred to Sarasota Bird Rescue.
- 10/24 - A King Air exited Runway 14 at Taxiway A4 with a flat left main tire. Aircraft's left landing gear placed on ARFF Plane Skate and Operations escorted tug from Dolphin Aviation to the aircraft, then both back to Dolphin.
- 10/30 - Beechcraft Bonanza with a flat nose wheel at the Taxiway C/C1 intersection. Aircraft's nose gear placed on ARFF Plane Skate and Operations escorted tug from Aero Maintenance to tow the aircraft back to Aero Maintenance hangar.

Miscellaneous Activities

October Activity	2023	2022	
Medical Runs Dispatched by AIRCOM	**35**	33	6%
Medical Runs requiring County EMS Response	**12**	14	-14%
Aircraft Alerts/Incidents	**6**	3	50%
NOTAMs Issued	**55**	34	40%
Notice of Violations	**5**	4	20%
CHRC (Fingerprint check) conducted	**118**	97	18%
New I.D. Badges Issued	**124**	96	23%
I.D. Badges Renewed	**123**	106	14%
Security Threat Assessments	**391**	332	15%
Computer Based Training Classes completed	**649**	486	25%

FIRE DEPARTMENT
NOVEMBER 2023

FIRE DEPARTMENT ACTION REPORT OCTOBER 2023			
SAFETY INCIDENT/RESPONSES			
TYPE OF RESPONSE	**AREA OF RESPONSE**	**NUMBER OF RESPONSES**	**TOTAL YEAR TO DATE**
EMT FIRST AID RESPONSES:	Ticket wing	4	27
	Main	4	24
	Baggage Wing	6	35
	Escalator	3	4
	Curbside	1	36
	2nd Floor	1	17
	3rd Floor	0	1
	TSA Checkpoint	0	6
	Walk-in	0	0
	Restaurant	0	3
	Concourse 1st	0	4
	Concourse 2nd	8	89
	Ramp	1	13
	Aboard Aircraft	10	69
	Parking lot	1	18
	Toll Booth	0	1
	Airfield	1	16
	TOTAL EMT FIRST AID:	40	363
FIRE RESPONSES:	Aircraft Fire	0	1
	Structural Fire	0	6
	Vegetation Fire	1	1
	Vehicle Fire	0	0
	Trash Fire	0	2
FIRE ALARM RESPONSES:	Fire Alarms	0	9
	Bomb Scare	0	0
	TOTAL FIRE / ALARM:	1	19
HAZARDOUS MATERIALS RESPONSES:	Fuel Spill	0	8
	Chemical Spill	2	2
	Other	1	7
	TOTAL HAZARDOUS MATERIAL:	3	17
AIRCRAFT EMERGENCY RESPONSES:	Alert I	1	10
	Alert II	0	16
	Alert III	0	1
	Stand By/Hot Fuel	5	26
	TOTAL AIRCRAFT EMERGENCY:	6	53
SUPPLEMENT REPORT		11	31
	TOTAL RESPONSES	61	483

POLICE DEPARTMENT
NOVEMBER 2023

POLICE ACTIVITIES OCTOBER 2023

CRIMES	
ASSAULT/BATTERY	1
BOMB THREATS	0
GRAND THEFT AUTO	1
DAMAGE TO PROPERTY	2
DISORDERLY CONDUCT	3
FIELDS INTERVIEWS	4
DOMESTIC VIOLENCE	0
NARCOTICS	2
PERSONAL PROPERTY THEFT	2
RECOVER GRAND THEFT AUTO	0
SUSPICIOUS PERSON	1
SUSPICIOUS VEHICLE	0
TRESPASS	1
OTHER CRIMES	0
TOTAL:	17

PATROLS	
AOA	128
CONCOURSE PATROL	160
SECURITY CHECKPOINT	181
GROUND TRANS	29
PARKING LOTS	190
PERIMETER (INSIDE)	48
ROADWAY	128
BAGGAGE AREA PATROL	122
TACTICAL PATROLS	50
SECURITY PATROLS	363
TOTAL:	1399

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	25
GATE INSPECTION	106
GT INSPECTION	352
SIDA CHECK	113
OTHER INSPECTIONS	0
TOTAL:	596

TRAFFIC	
DISABLED VEHICLE/TOWING	1
PARKING TICKETS	6
TRAFFIC CRASHES	6
TRAFFIC CITATIONS	0
WARNINGS	5
OTHER TRAFFIC	0
TOTAL:	18

ASSISTANCE	
BAKER/MARCHMAN ACT	2
CUSTOMERS	26
MOTORISTS	1
OUTSIDE AGENCIES	7
SMAA EMPLOYEE/DEPT	0
TENANTS	8
MEDICAL CALLS	35
LOST & FOUND LOGGED	71
LOST & FOUND RETURNED	31
LOST & FOUND INQUIRIES	318
TOTAL:	499

WEAPONS	
EXPLOSIVES	0
FIREARM PARTS/AMMO	2
FIREARMS AT CHECKPOINT	0
UNDECLARED WEAPONS	0
OTHER WEAPONS	2
TOTAL:	**4**

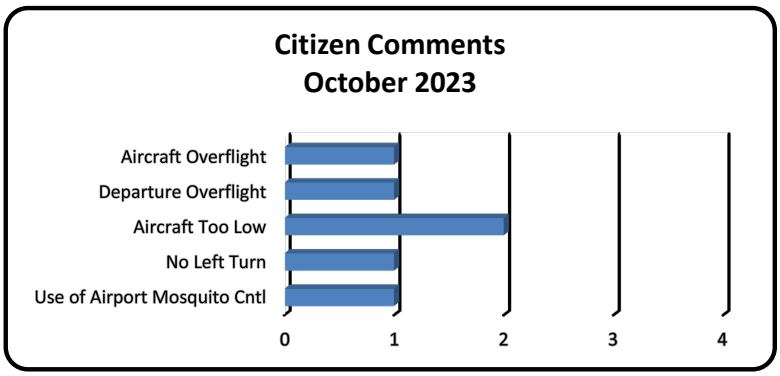
ARRESTS	
ARRESTS FELONY	0
ARRESTS JUVENILE	0
ARRESTS MISD	0
SAO REFERAL	0
NOTICE TO APPEAR	0
OTHER ARRESTS	0
TOTAL:	0

OPERATIONS
NOVEMBER 2023

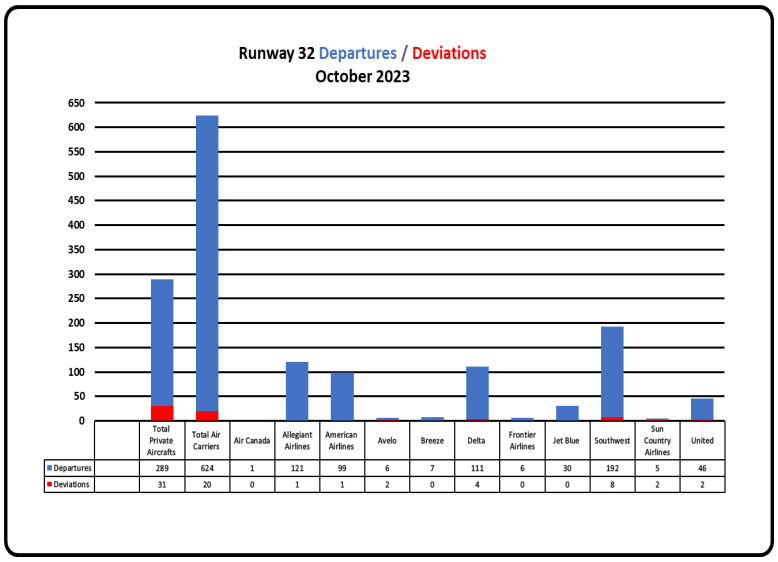
NOISE MONITORING AND FLIGHT TRACKING FOR THE MONTH OF OCTOBER

The chart to the right displays the distributions of noise complaints for the month of **October 2023**. There were **3 calls and 3 web forms which generated 6 complaints** by the Noise Abatement Hotline or by the Operations Department.

Of the total complaints, **50% were from Sarasota County and 50% from Manatee.** The average number of calls received for the month were **.19** calls per day.



Flight Tracking & Runway 32 Deviation data is for **October 2023**. There were **20 air carrier and 31 private jet deviations** observed during this period.
In October 2023, Southwest (SWA) had 8 deviations, Delta (DAL) had 4 deviations, United (UAL) had 2 deviations, Avelo (VXP) had 2 deviations, Sun Country (SCX) had 2 deviations, American (AAL) had 1 deviation and Allegiant (AAY) 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 **October 2023** is distributed as follows:

Operations	Runway 04	Runway 22	Runway 14	Runway 32
Arrivals	7%	2%	44%	47%
Departures	19%	5%	40%	36%

AGENDA ITEM NO. 8.6

SARASOTA MANATEE AIRPORT AUTHORITY
DEVELOPMENT/COMMUNITY RELATIONS & ACTIVITY REPORT
NOVEMBER 27, 2023

SRQ AMBASSADORS

In October, the SRQ Ambassadors volunteered 953 hours. Our ambassadors gave 7 guided tours with 200 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: November 1 – November 30, 2023

Nov. 1	Meeting with Airport Advisory Commission
	Air Service Committee Meeting with VSC and BACVB
Nov. 2	ILG Avelo Inaugural
	Attended Tony Janus Awards
Nov. 4-10	Attended World Travel Market in London, UK
Nov. 13-15	Visit with Southwest Airlines Headquarters and BACVB in Dallas, TX
Nov. 17	Meeting - Projects Meeting with General Staff & Supervisors
Nov. 21	Meeting - Tenant Managers' Meeting

Fredrick Piccolo, President, CEO November 1 – November 30, 2023

Nov 1	Meeting – Airport Advisory Commission
Nov 5	Event – USF Brunch on the Bay Fundraiser
Nov 9	Meeting – Council of Governments
Nov 12	Speaker – Temple Beth Shalom
Nov 13	Meeting – ACI-NA Political Affairs Subcommittee
Nov 14	Panelist – Sarasota EDC
Nov 16	Board Meeting – Bradenton Area EDC
Nov 30	Meeting – Government Managers' Group

Mr. Piccolo participates in various impromptu media interviews throughout the month.

AGENDA ITEM NO. 8.7

SARASOTA MANATEE AIRPORT AUTHORITY
ENGINEERING, PLANNING & FACILITIES ACTIVITY REPORT
NOVEMBER 27, 2023

ENGINEERING

- **Parking Expansion/Remote Lot Improvements**
  Staff bid the expansion portion to the long-term and overflow lot due to increases in airline traffic. The Authority awarded the low-responsive bidder at the January 2021 Board meeting. A CO was issued to design and permit the Remote Lot Improvements. Contractor is installing landscape, fencing, and anticipates substantial completion in early November. Revenue Control equipment has been installed, and parking is now available. Contractor is completing punch list items and staff is beginning project closeout.

- **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. 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 2022. A Notice to Proceed was issued on December 7th, 2022, and construction is near complete for Phase 4. Phase 5 has begun and contractor continues installing the new CBIS walls and conveyors. Phase 5 is scheduled for completion in May of 2024. When complete, Phase 5 will provide three new screening machines, while construction continues in subsequent phases. Total project duration is 24-months and should be substantially complete in December 2024.

- **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 the 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 2022 Board meeting. The Contractor is substantially complete, and the new cell lot is open to public parking. The new FIDS screens have been delayed but are scheduled for installation in mid-November.
    - The QTA Bid Package has been suspended until the beginning of 2023 to allow sufficient time to rezone the property, located in City, for 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 bids and the low responsive bidder was approved at the November 2022 board meeting, contracts have been executed, and staff conducted a preconstruction meeting. Contractor has received permits, the old DMA has been demolished, and site grading and utility work is underway. The project duration is 365 calendar days.

- **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, a playground, 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. A funding agreement with Manatee County has been executed, and the contract with the approved architect has been executed. The project has been advertised for public bids, and staff anticipates bringing the low responsive bidder to the January Board meeting.

✈ **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. EG Solutions prepared construction documents, the project was advertised for bids, and the low responsive bidder was approved at the May 2022 Board meeting. An NTP was given July 11, 2022, and contractor mobilized to site. The contractor has completed the concrete apron work, removal of Taxiway A8 and the reconstruction of Taxiway R5. The project has been suspended until after the holidays and work will continue with final markings and vehicle service road work. The substantial completion date will be extended to early 2024.

✈ **Terminal Concourse Expansion Project**

The Terminal Concourse Expansion project will modify 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 construct a new Ground Boarding Facility with five new gates. 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 installation of four new escalators, two in baggage wing and two in ticketing. Contractor is working on the baggage wing escalator. The escalator's delivery date has been delayed until late November. Contractor anticipates 2-months to install and reopen escalators after receiving the new escalators. Ticket wing escalator will begin after completion of baggage wing escalator.
- Work Package 2: Concourse B Realignment work package has been approved by Board and material has been ordered. Contractor has completed the restrooms. Gate kiosks at Gates B5 and B7 are complete, kiosks at gates B1, 2, 3, 8, 10, 11, 12, and 14 are nearing completion. Carpet is scheduled to arrive in late-November, and the additional hold room chairs by the end of December.
- Work Package 3: The Utility Relocation Package has been bid with local subcontractors and the GMP Amendment was approved at the November Board meeting. Contractor has mobilized to site, material has arrived on site, contractor has installed lift station, and is working dual shifts to install sewer and storm utilities. All concrete removal needed for utilities has been removed. Engineer/Contractor working on plan to accelerate concrete pour near Gate B1 which could reopen Gate B1 in January.
- Work Package 5: Ground Boarding Facility; bids have been received and GMP prepared for Special Board meeting. Sarasota County has an approved site plan and building permit. Contractor has completed the steel erection, the roof panels have been installed, concrete slab on grade is complete, and exterior framing is underway.
- Work Package 6: Concourse B Improvements & Dedicated outside Air Systems (DOAS); work package is in final design and should be complete in January.
- Work Package 7: Fire Alarm Upgrades and Modifications design plans have been completed and the Board approved the GMP at the September Board meeting. Contract is being executed and work is expected to begin in January 2024.

✈ **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 readvertised project for bids in January, and bids were opened in March. The project received three bids and all were significantly higher than budget estimates. Staff has been working with CBP and the project Engineer/Architect to reduce project size and costs. Staff negotiated with the consultant a scope/fee to redesign the facility smaller and in a different location that will allow Sheltair to share costs with FIS ramp. Staff is bringing the new scope and fee to the November Board meeting for approval.

✈ **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, and the project is substantially complete. Final inspection occurred in mid-August. Staff will begin preparing closeout documents.

- **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 is currently under construction and the contractor has installed foundations for the relocation of the existing equipment. Contractor has coordinated with FAA and NWS to relocate the existing equipment in January.

- **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 the design and permitting. Staff received five bids for the project and the Board awarded the project to the low responsive bidder. The contractor has mobilized to the site and has begun grading and installing storm and relocation of utilities.

- **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 project was approved at the March 2023 Board meeting. Consultant has collected existing information and has developed an inventory and needs for the Airport. The consultant conducted a workshop to review existing constraints and needs. Consultant has also conducted a workshop to review alternatives. The next workshop with staff is scheduled for December 16, 2023 and will provide further detailed concepts with estimated costs for staff review.

PLANNING

- **2024 FDOT JACIP**
  Staff has updated the FDOT JACIP for FY 2024-2028.

FACILITIES

- **PROJECTS:** The Facilities Department is working on multiple projects and maintenance items:

  - ATCT: Repaired irrigation system. Escorted AIG insurance inspection.
  - Graphics: New parking lot exit signage. Cell lot signage changes/additions. Hand-outs for various departments. Construction related signs.
  - Loading Bridge: Cleaning and lubrication in preparation for peak season. Rust repair and repainting on B5.
  - Public Works: Trimming and removal of various vegetation in multiple locations. Assisting with various contractor projects. New plantings in beds and mulching. Insecticide application. Mowing and maintenance at Whitfield. Removal of homeless encampments.
  - Airfield: Multiple painting repairs and cleaning underway. Repair/correction of hold bars. Alpha North Taxiway light replacement. PAPI replacement calibration ongoing/scheduled.
  - Conveyor Coverage: CT-80 relocation completed, awaiting controls. Hired 8 of 8 full time personnel to porter bags and monitor equipment. Implemented seasonal mid shift strategy.

- Industrial Mechanics: Loading bridge and conveyor system repairs, as needed. Fabricated transition ramp at B-8 for FIS elevator. Conveyor repairs and services for season.

- HVAC: Multiple PC-Air repairs. Seasonal filter changes are underway. Working through control issues with new system. Sand filter service and repair for waterfall.

- Electronics: Multiple camera installations and repairs. Access control system maintenance. Escort of multiple contractors for tenants.

- Electrical: Verifying circuits for BHS project. Multiple electrical repairs and diagnosis. Re-lamping stairwells. Auto door repairs/PMC&S. New lighting in Admin Conference room.

- Carpentry: Potable water cabinet repairs. Eyewash station repairs and relocations. Multiple office/furniture moves. Admin Conference room remodel.

- Vehicle Fleet: Mowing equipment repairs and service. Fleet PMC&S. Equipping of new trucks/carts for APD. Shuttle bus repairs.

- Janitorial**:** Devising different scheduling strategies for floor crew. Progress continues to be made with the appearance of floors. Crew training is underway. Monitoring Owens performance. Fully staffed again.

✈ **TOTAL WORK ORDERS: 420**

VEHICLE MAINTENANCE/EQUIPMENT REPAIR - 12 PMs, 33 work orders

SIGN/CADD – 8 PMs, 45 work orders

AIRSIDE (Airfield) - 0 PMs, 2 work orders

LANDSIDE (Landscape, Equip Oper, Public Works) - 64 PMs, 19 work orders

INDUSTRIAL TRADES – 94 PMs, 142 work orders

AGENDA ITEM NO. 8.8

SARASOTA MANATEE AIRPORT AUTHORITY
INTERNAL AUDIT/RECORDS RETENTION DEPARTMENT AND INVESTMENT COMPLIANCE REPORT
NOVEMBER 27, 2023 REGULAR MEETING

The following is a recap of Internal Audit Department projects and activities during October 2023:

Monthly Investment Activity Compliance Report: The Authority had two US T-Bills in October 2023 with principal totaling $8.15 million. $4 million was reinvested in a US T Bill maturing in February 2024 and yielding 5.51%. This activity is compliant with the Authority's duly adopted Investment Policy.

Risk Management: Continued working with agent to expand construction coverage under existing property policy to ensure inclusion of assets acquired with in-line baggage project. Assisted attorney appointed by liability carrier, AIG, concerning four active injury claims involving passengers at SRQ.

Compliance: Completed update of SRQ website and FDOT Florida Aviation Database to comply with Florida statute regarding transparency for commercial service airports (FS 332.0075). Began work on FY 23 DBE Participation Report to FAA. Report is due December 1, 2023. Refined data necessary to enable completion of Title VI Checklist now required to accompany all federal grant applications when filed and continued work on a Title VI Plan, required to be filed with FAA by calendar year-end.

Parking: Parking operations are reviewed and tested monthly by Internal Audit. During October, a total of 325 all-day parking cards were issued to the Badging, Marketing, and Purchasing Departments. At month end, there were 2 vehicles in the parking lots being monitored for abandonment.

Records Requests: The Records Department received and processed 15 external/public record requests and 2 internal record requests during October.

Records Management: The Records Department received and processed 11 central file records. Nine boxes of paper records were received and processed to the records inventory software. Twenty-Nine boxes (16 newly received and 13 in records inventory) of paper records were scanned and processed to the enterprise content management (ECM) system with the originals destroyed. Twenty-three bags of documents equaling 17.25 cubic feet of non-record material (duplicates, drafts, or obsolete/superseded) and documents meeting retention requirements were shredded per Authority directives and in accordance with Government-in-the-Sunshine regulations.

Continuing Education: The Records Retention Coordinator (RRC) and the Records Assistant completed Criminal Justice Information Services training. The RRC conducted records training with the Finance Administrator and the Senior Accountant in the Finance Department.

AGENDA ITEM NO. 8.9

SARASOTA MANATEE AIRPORT AUTHORITY
INFORMATION TECHNOLOGY DEPARTMENT
November 2023

System upgrades and implementation:

- Evaluation to determine redundancy and environmental needs for Network Operation Centers- implementation of new server cabinet technologies- Airside complete.
- Additional fiber installation planned for Terminal and Concourse- In progress.
- Hardware refresh of computer systems- 200+ systems upgraded. Ongoing
- Security Awareness online training- Renewed/ Ongoing.
- Anti-phishing solution to improve email security – monitoring.
- Datacenter backup solution upgrade- ongoing
- Uniti and Crown Castle circuit installations for redundant internet connectivity-In progress-

Common Use:

- Working with airlines on continual support for Ticket/Gate operations- ongoing
- Use of Aerocloud CUPPS for expanded gate capacity- ongoing.
- Working with Engineering and contractor on Concourse B realignment- ongoing

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 -in progress

SRQ 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
- CISSP 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 Telecom closet at revenue house- in progress.
- New Managed Network Services provider- in progress
- Upgrade the Access Control System Switches- planned completion- Complete
- Upgrade the PA system switches- switches installed and configured.
- New Common Use switches for CUPPS- switches installed and configured.

AGENDA NO. 10.1

SARASOTA MANATEE AIRPORT AUTHORITY
NOVEMBER 27, 2023
STAFF NARRATIVE

RE: BOARD GUIDANCE ON AIRPORT TERMINAL ARTWORK

EXECUTIVE SUMMARY: The President, Chief Executive Officer, requests Board guidance on the disposition of existing and future terminal artwork.

NARRATIVE: With the rapid growth of the airport and a new 5-gate terminal expansion underway, Airport Authority staff is requesting guidance on the disposition of artwork currently in storage or displayed throughout the terminal. Guidance is also sought on whether new artwork should be pursued to enhance the terminal experience.

A detailed list of existing artworks, along with a photograph and location of each piece, is attached to this document.

HISTORY: When the existing terminal opened in 1989, the Airport Authority purchased artwork to be displayed in the terminal. Over the last 24 years, much of this artwork has been removed and replaced with advertising displays to increase revenue. A majority of this original artwork is now in storage. Art galleries have reached out to Authority staff regarding the possibility of purchasing or selling the artwork on behalf of the Authority.

OPITONS:

1. Sell/Consign existing artwork and not replace.
2. Sell/Consign existing artwork and research replacement options.
3. Keep existing artwork in storage for possible future use.
4. Find locations for exiting artwork to be displayed in terminal.

RECOMMENDATION: It is hereby recommended that the SMAA Board provide guidance to staff on their desire to see the existing artwork retained in storage, displayed, or disposed of through consignment or direct sale. Guidance is also sought on whether new artwork should be pursued for display in the terminal.

Attachment: SMAA TERMINAL ARTWORK INVENTORY SHEET

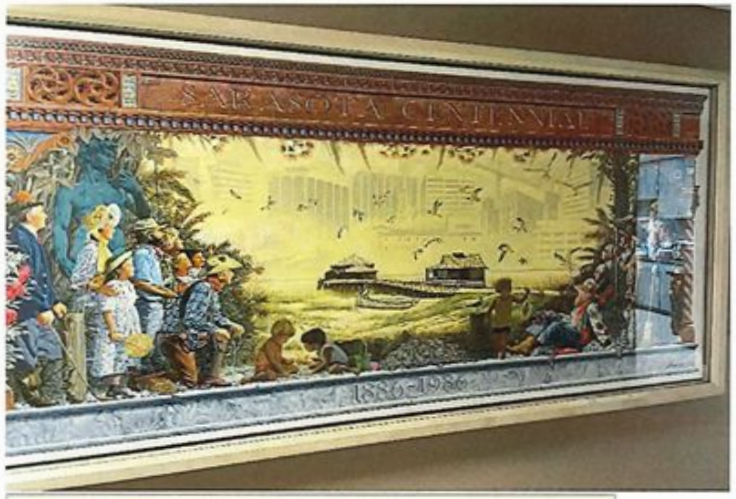
Name	Size	Location	Appraisal (10/11/2004)	Proof of ownership
Bronze Manatee	7'	Fountain	$15,000.00	PO #7932
Centennial Celebration 1886-1986	48" x 96" (plus framing)	Facilities 1st Floor	$75,000.00	Donation-Master ID 1811
Trunks and More Trunks	5' x 9'	Facilities Closet	$75,000.00	10/30/1989: $10,000 down payment, $2,000 per painting for 5 paintings as completed. Totalling: $20,000 PO # 7477
A Scot's Delight	5' x 9' (plus framing)	Facilities Closet	$75,000.00	
Aching Cracker	5' x 9'	Facilities 1st Floor	$75,000.00	
Unstrung Seminole	5' x 9' (plus framing)	Facilities Closet	$75,000.00	
A sub-surf-ient Spaniard	5' x 9'	Facilities Closet	$75,000.00	
Watermelon	59" x 95"	Warehouse	$5,000.00	Bid Package #40- Paid 11-27-1989
Hernando Desoto Statue	96"	Checkpoint	$15,000.00	PO #11572
10 pastel drawings depicting the history or Sarasota & Manatee	35" x 95" (plus framing)	Ticket Wing	$120,000.00	First payment: 10-13-1989



Name	Bronze Manatee
Size	7'
Location	Fountain
Appraisal (10/2004)	$15,000.00

Proof of Ownership:
PO #7932
Purchased for: $9,800

*Recommend keeping



Name	Centennial Celebration 1886-1986
Size	48" x 96" (plus framing)
Location	Facilities 1st Floor
Appraisal (10/2004)	$75,000.00

Proof of Ownership:

Donation 1/23/2006

Master ID: 1881



Name	Trunks and More Trunks
Size	5' x 9'
Location	Facilities Closet
Appraisal (10/2004)	$75,000.00

Proof of Ownership:

Purchased for: $4,000
PO # 7477
$10,000 down payment, $2,000 per painting for 5 paintings as completed.
Totalling: $20,000



Name	A Scot's Delight
Size	5' x 9' (plus framing)
Location	Facilities Closet
Appraisal (10/2004)	$75,000.00

Proof of Ownership:

Purchased for: $4,000
PO # 7477
$10,000 down payment, $2,000 per painting for 5 paintings as completed.
Totalling: $20,000



Name	Aching Cracker
Size	5' x 9'
Location	Facilities 1st Floor
Appraisal (10/2004)	$75,000.00

Proof of Ownership:

Purchased for: $4,000
PO # 7477
$10,000 down payment, $2,000 per painting for 5 paintings as completed.
Totalling: $20,000



Name	Unstrung Seminole
Size	5' x 9' (plus framing)
Location	Facilities Closet
Appraisal (10/2004)	$75,000.00

Proof of Ownership:

Purchased for: $4,000

PO # 7477

$10,000 down payment, $2,000 per painting for 5 paintings as completed.

Totalling: $20,000



Name	A sub-surf-ient Spaniard
Size	5' x 9'
Location	Facilities Closet
Appraisal (10/2004)	$75,000.00

Proof of Ownership:

Purchased for: $4,000
PO # 7477
$10,000 down payment, $2,000 per painting for 5 paintings as completed.
Totalling: $20,000



Name	Watermelon
Size	59" x 95"
Location	Warehouse
Appraisal (10/2004)	$5,000.00

Proof of Ownership:

Purchased for: $3,187.50

Bid Package #40- Paid 11-27-1989



Name	Hernando Desoto Statue
Size	96"
Location	Checkpoint
Appraisal (10/2004)	$15,000.00

Proof of Ownership:
Purchased for: $11,550
PO # 11572

Name	Size	Location	Appraisal (10/2004)
10 pastel drawings depicting the history or Sarasota & Manatee	35" x 95" (plus framing)	Ticket Wing	$120,000.00












Proof of Ownership:
First payment: 10-13-1989
Total Purchase Cost: $18,000
Price per: $1,800

AGENDA NO. 10.1

SARASOTA MANATEE AIRPORT AUTHORITY
NOVEMBER 27, 2023
STAFF NARRATIVE

RE: BOARD GUIDANCE ON AIRPORT TERMINAL ARTWORK

EXECUTIVE SUMMARY: The President, Chief Executive Officer, requests Board guidance on the disposition of existing and future terminal artwork.

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4. Find locations for exiting artwork to be displayed in terminal.

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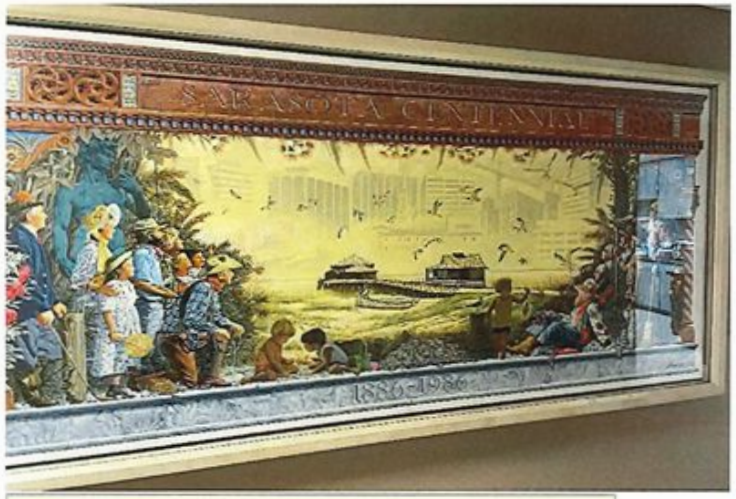
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Centennial Celebration 1886-1986	48" x 96" (plus framing)	Facilities 1st Floor	$75,000.00	Donation-Master ID 1811
Trunks and More Trunks	5' x 9'	Facilities Closet	$75,000.00	10/30/1989: $10,000 down payment, $2,000 per painting for 5 paintings as completed. Totalling: $20,000 PO # 7477
A Scot's Delight	5' x 9' (plus framing)	Facilities Closet	$75,000.00	
Aching Cracker	5' x 9'	Facilities 1st Floor	$75,000.00	
Unstrung Seminole	5' x 9' (plus framing)	Facilities Closet	$75,000.00	
A sub-surf-ient Spaniard	5' x 9'	Facilities Closet	$75,000.00	
Watermelon	59" x 95"	Warehouse	$5,000.00	Bid Package #40- Paid 11-27-1989
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Name	Bronze Manatee
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Location	Fountain
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Proof of Ownership:
PO #7932
Purchased for: $9,800

*Recommend keeping



Name	Centennial Celebration 1886-1986
Size	48" x 96" (plus framing)
Location	Facilities 1st Floor
Appraisal (10/2004)	$75,000.00

Proof of Ownership:

Donation 1/23/2006

Master ID: 1881



Name	Trunks and More Trunks
Size	5' x 9'
Location	Facilities Closet
Appraisal (10/2004)	$75,000.00

Proof of Ownership:

Purchased for: $4,000
PO # 7477
$10,000 down payment, $2,000 per painting for 5 paintings as completed.
Totalling: $20,000



Name	A Scot's Delight
Size	5' x 9' (plus framing)
Location	Facilities Closet
Appraisal (10/2004)	$75,000.00

Proof of Ownership:

Purchased for: $4,000
PO # 7477
$10,000 down payment, $2,000 per painting for 5 paintings as completed.
Totalling: $20,000



Name	Aching Cracker
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Location	Facilities 1st Floor
Appraisal (10/2004)	$75,000.00

Proof of Ownership:

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PO # 7477
$10,000 down payment, $2,000 per painting for 5 paintings as completed.
Totalling: $20,000



Name	Unstrung Seminole
Size	5' x 9' (plus framing)
Location	Facilities Closet
Appraisal (10/2004)	$75,000.00

Proof of Ownership:

Purchased for: $4,000

PO # 7477

$10,000 down payment, $2,000 per painting for 5 paintings as completed.

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Name	A sub-surf-ient Spaniard
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Name	Watermelon
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Total Purchase Cost: $18,000
Price per: $1,800