

September 29, 2025 Regular Mtg & PH

Dan McClure Auditorium East
6000 Airport Circle
Sarasota, FL 34243



SARASOTA
BRADENTON
INTERNATIONAL

September 29, 2025 01:00 PM

Agenda Topic	Presenter	Page
1. Call to Order, Invocation, and Pledge to Flag	R. Spencer, Acting Chair	
2. Introduction of New Employees	Kevin Podsiad	
3. Presentation: Honor Flight at SRQ - Naomi Copeland		
4. Approval: Minutes of Regular & Workshop Meetings of August 25, 2025	R. Spencer, Acting Chair	3
5. Public Comments - Items on the Agenda		
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.		
6. Items Needing Action	Fredrick J Piccolo	13
6.1 Approval: Resolution No. 2025-04 Creation of Nonqualified 457 (f) Retirement Plan		13
6.2 PUBLIC HEARING: Resolution No. 2025-05 to Approve FY 2026 Budget	R. Spencer, Acting Chair	
6.3 Approval: Resolution 2025-05, FY2026 SMAA Budget		14
6.4 Approval: Development and Operating Agreement to AIR MEDALLION LLC for Commercial Aircraft Storage and Tenant Aircraft Self-Fueling	Fredrick J. Piccolo	20
6.5 Approval: Construction Contract Award to Low Responsive Bidders for the North Quad Utility Project		86
6.6 Approval: Termination of Lease, Development and Operating Agreement with DAVINCI Inflight Training Institute, Inc., Dated February 1, 2023		87
6.7 Request to Award Building Lease Agreement with DAVINCI Inflight Training Institute, Inc.		92

7.	Items Needing Action - Over \$500,000 Threshold	Fredrick J. Piccolo	146
	The following item(s) involve a contract in excess of the threshold of \$500,000 and pursuant to Section 332.0075(3)(b) F.S., a reasonable opportunity for public comment must be offered before their approval, award, or ratification.		
7.1	Approval: Contract Bonus to DeAngelis-Diamond/Magnum Builders for the Terminal Expansion Project		146
7.2	Approval: GMP Proposal from DeAngelis Diamond/Magnum Builders for WP6d Glass Block Replacement Project		217
8.	Department Reports	Fredrick J. Piccolo	235
8.1	Financial Statements		235
8.2	Investment Portfolio		239
8.3	Finance & Administration		240
8.4	Real Estate Development & Properties		244
8.5	ARFF, Operations & Police		247
8.6	Development/Community Relations & Activity Report		255
8.7	Engineering, Planning & Facilities		260
8.8	Internal Audit & Investment Compliance		264
8.9	Information Technologies		265
9.	Attorney Presentations	C. Dan Bailey	
10.	Old/New Business	R. Spencer, Acting Chair	
11.	Public Comments - Items Not on the Agenda		
	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 three minutes per person. No individual may give their time to another speaker.		
12.	Comments by Commissioners		
13.	Adjournment		

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.



Minutes for August 25, 2025 Budget Workshop Meeting

25/08/2025 | 11:00 AM – 11:37 AM - Eastern Time (US and Canada)

DMA Auditorium

Attendees (15)

Attendees Board:; Jesse Biter; Doug Holder; Kristin Incrocci; Robert Spencer.

Attendees Staff: Fredrick Piccolo; Mark Stuckey; Joseph Filippelli; Lionel Guilbert; Ray Anderson; Zach Buffington; Dan Bailey; Kevin Podsiad; Karen Garofalo

Agenda

Item 1. Call to Order

Vice Chair Incrocci called the Workshop Meeting to order at 11:00 a.m.

Commissioner Jeff Jackson joined the meeting proceedings via telephone.

Item 2. PRESENTATION OF THE FY 2026 SARASOTA MANATEE AIRPORT AUTHORITY BUDGET

Before the presentation, Mr. Piccolo advised the Board that we have two Commissioners unable to attend the September 29, 2025 Regular Board Meeting, which is on schedule to approve the 2026 FY Budget with any revisions made today. As it is necessary to pass the budget before October 1, we must establish a quorum of four Members, or if necessary, reschedule the date of the September meeting. We will contact the board for schedules.

AIRLINE REVENUE SHARING

Mr. Piccolo presented the proposed FY 2026 Budget PowerPoint and stated he is very pleased with the budget as presented and feels the Airlines will be as well. We are in the second year of a ten-year agreement with our six signatory carriers, which went into effect October 1, 2024.

Airport and Airline Revenue sharing contributions increase by approximately \$1 Million, with 50% of Net Terminal Area Revenue and 50% of Terminal Building Non-Airlines Revenues applied towards the airline rate's structure.

OPERATING REVENUES & OPERATING REVENUE CHANGES

Mr. Piccolo reviewed Operating Revenues and Operating Revenue Projected Changes for FY2026:

Total airline revenues increase 14.7%, over \$20M

Non-airline revenues increase 3.8%, over \$36M

Projected Operating Revenues increase 7.5%, over \$57M

Total Revenues: FY 2026

Terminal Area: Increase 41%, over \$23.3M

Airline Revenues: Increase 36.2%, over \$20.6 M

Terminal Building: Increase 10%, over \$5.7M

Other Building and areas: Increase 7.4%, over \$4M

Airfield: Increase 3%, over \$1.7M

Interest Income and other: Increase 2.4%, over \$1.3 M

Mr. Piccolo reviewed the Operating Revenue changes and stated that increased Operating expenses, the full-year impact of Concourse A, and the baggage handling system impact our airline revenues. He noted that looking at the expenses last fiscal year, Terminal A did not open until the second quarter of the fiscal year, and on the expense side, the baggage system opened in the fourth quarter of FY25, therefore, many of the expenses were built in for a short period, especially in the Personnel expenses. You will note that we added numerous employees last year, with much fewer needed in this year's budget. The FY 2026 budget will include all expenses for a full year. Airline Revenues increase 14.7%. He discussed enhanced concession and advertising offerings in the terminal buildings. We are currently working with a consultant to prepare a Master Plan for advertising needs for the new Terminal A concourse to include revenue creating advertising space, video walls, and local art exhibits included in all airport terminals.

Terminal Area revenue is up 2.5%, Other Buildings and Areas Operations will see contractual rate increases of 2.8%, Airfield Fuel flowage activity increase 1.1%, with an estimated 23.4% decline in interest income rates.

OPERATING EXPENSES & OPERATING EXPENSE CHANGES

Operating Expenses

Personnel:	56.7%
Operations:	13.3%
Administration	19.6%
Utilities	4.6%
Supplies	2.6%
Capital Equipment Expense	1.4%
Capital project Expense	1.7%

Mr. Piccolo stated Operating expenses are up approximately \$5 Million, mostly related to the impact of a full year of additional Personnel expenses. Operating Expense changes include the second half of the approved compensation study, increases to health insurance, and retirement contributions. We included additional baggage handlers, parking lots employees, ground transportation employees with the new facilities. We added most of these employees last year but will have the full impact of the personnel expenses in the FY26 budget.

Janitorial service contracts and utilities fees increase because of the full year of expenses for Concourse A. Capital project expenses increased approximately 50%, but smaller dollar projects are covered through Airline costs. Property and general Liability insurance increases 14%. Mr. Piccolo stated that we did very well with our insurance claims from last year's hurricanes receiving \$4.7 Million in damage claims. Capital Equipment Expense is up 1.4% with supplies decreasing by 9.7%, which is contributed to the good work of Bob Joseph, the airport's Purchasing Director.

Mr. Piccolo answered a question from Chairman Biter from Personnel Expenses regarding the retirement plans for new hires, which are self-directed 401K plans, and if we still have any legacy pensions. Mr. Piccolo stated new employees are offered the Defined Contribution plan. The Defined Benefit plan (legacy) will slowly phase out over time as our older employees retire.

CAPITAL EQUIPMENT

25 Budgeted Capital Equipment Projects:

Total: \$2,285,261

Airline Rates: \$632,377

Authority Funded: \$1,652,884

Mr. Piccolo reviewed items from the Capital Equipment expenses and pointed out significant items. He noted that of the \$2,285,261 budgeted expenses, \$632,377 are built into the airline rates, with \$1.6 Million Authority funded costs. He stated that currently, the Airport has approximately \$70 Million in investments and cash thanks to the great work of our Finance staff, Kevin Podsiad, Anita Eldridge and Sonya Gray. Going forward, PFC/CFC funds will bring in approximately \$20 Million over time of non-committed income to use towards any debt service, not counting what will be brought in after net expenses. The airport will have over \$30 Million a year, not committed funds that can be used for debt service allowing for future revenue bonds on future projects as needed.

Mr. Piccolo reviewed the two largest items on the capital equipment budget and pointed out two cost items: the PC Air units project consists of retrofitting and upgrading all of the airport's AC units to provide air conditioning for newer aircraft and jet bridges. Half of this project was started in FY2025, with the other half to be completed in FY2026. The Altel Cobranet to Dante upgrade is necessary to replace our aging paging system and will match the new system that was installed in Terminal A last year. Both of these items represent completion of big expense items that will not be necessary again for many years to come.

CAPITAL PROJECTS

26 Budgeted Capital Projects:

Total: \$48,911,652

Airline Rates: \$736,450

Authority Funded: \$5,844,202

AIP/FDOT/CFC/PFC: \$42,331,000

Mr. Piccolo reviewed items from the Capital Projects: Rehabilitation of Taxiway Alpha and Connectors at \$30 Million (from AIP/FDOT/CFC/PFC funds) is currently underway; Expansion of the Fuel Farm at \$6.5 Million, and Design of the Terminal Parking Garage at \$5

Million. He reviewed the need for upgrades under the Enterprise Resource Planning item, which is the airport's accounting/financial software, and the necessary upgrades to support our Airport Network, security enhancements, and IT capabilities.

Mr. Piccolo reviewed other capital projects and discussed the Common Use Network system, which the airlines find extremely beneficial offering more flexibility in the use of our gate system. He noted some of the larger projects, i.e. The \$30 Million Rehab of Taxiway Alpha will be a multi-year project with completion in future FY Budgets. The Capital projects listing is meant to give the Board an idea of what is needed as the smaller projects tend to be completed and the larger continued into the next fiscal year.

AIRLINE RATES SUMMARY

Landing Fees:

SRQ: \$1.32

TPA : \$2.754

RSW: \$4.18

Cost Per Enplanement:

SRQ: \$8.76

TPA: \$13.64

RSW: \$14.03

Terminal Rental Rate

SRQ Rental Rates increase \$1.96, to \$84.68 sq. ft.

TPA Rental Rates increase \$3.65, to \$323.10 sq.ft.

RSW Rental Rates increase by \$41.66 to \$218.76 sq. ft.

Mr. Piccolo reviewed the airline rates summary and the comparison with our surrounding airports, with SRQ maintaining a nearly \$5.00 competitive advantage. He reviewed the cost per enplanement numbers and noted that the airlines use the enplanement costs as an important metric for adding airline service. Mr. Piccolo responded to a question from Commissioner Biter on the strategy behind being so much lower and less costly in our airline rates compared to TPA and RSW. He stated in the past our market share was much lower and more costly than the other airports, therefore, the airlines did not respond with additional flights because our market response was more costly. Today, our traffic numbers are up,

TPA and RSW numbers are down. SRQ makes approximately \$15.00 per passenger of ancillary revenue by driving more traffic through the airport, which provides more revenue from the airlines, increased parking, food and beverage revenues, and increased advertising rates. He noted we now have a waiting list for our advertising space. He feels we can maintain this level without sacrificing service to our customers, keeping our boutique airport feel, and without having to go to our airlines. SRQ has greater flexibility with a lower price per enplaned passenger cost, and a greater advantage to be cost effective for future projects and maintain the level of service for the foreseeable future. There was discussion on future projects analysis for debt service. He noted he and Mr. Podsiad have had discussions regarding building our margins up higher from a profit standpoint to be prepared when the airport is ready to look for funding. Following a question from Commissioner Biter on the significant reduction in Non-preferential Gate Use Fees, Mr. Podsiad explained that last year's estimation of the average holdroom size for the new terminal was purposely overinflated, but this year's budget calculations contain the actual holdroom size.

Mr. Piccolo advised that we will set a Public Hearing on the budget at the September 29 Regular meeting. He noted staff is meeting with the airlines representatives on September 3 and anticipates no issues to the FY 2026 budget from that meeting. He complimented Mr. Podsiad and Ms. Eldridge for their hard work and doing a great job on today's budget presentation. He advised that we have a new engineer to replace Kent Bontrager starting here on October 3.

Item 3. MISCELLANEOUS MATTERS

No miscellaneous matters noted.

Item 4. ADJOURNMENT

The meeting was adjourned at 11:37 a.m.



Minutes for August 25, 2025 Regular Board Meeting

25/08/2025 | 01:00 PM - 01:14 PM - Eastern Time (US and Canada)

Dan McClure Auditorium

Attendees (4)

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

Staff

Fredrick Piccolo, Kevin Podsiad, Anita Eldridge, Mark Stuckey, C. Dan Bailey

Agenda

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

Chairman Biter called the meeting to order at 1:00 p.m. Commissioner Holder gave the Invocation and led the pledge to flag. Commissioner Jackson listened to the meeting via telephone.

Item 2. Introduction of New Employees

Mr. Podsiad introduced new employees Richard Straubmuller, Industrial Electrician; Kaeden Reynolds, Fleet Mechanic; Jackson Paula, Maintenance Technician; Albert Klenk, Electrician; and Paul Haygood, Traffic Control Specialist, to the Board.

Item 3. Approval: Minutes of Regular Meeting of May 19, 2025 and Special Meeting of July 13, 2025

The Board Unanimously approved the Minutes of the Regular Meeting of May 19, 2025, and Special Meeting of July 13, 2025.

MOTION: Commissioner Spencer motioned to approve the Minutes of the Regular Meeting of May 19, 2025 and the Special Meeting of July 13 as presented. Commissioner Holder seconded.

MOTION PASSED UNANIMOUSLY (4-0)

Item 4. Public Comments - Items on the Agenda

Mr. Jono Miller, NCF Freedom organization, spoke on the proposed New College of Florida Master Plan and the airport's Runway Protection Zone. This item was not on today's agenda.

Item 5. Items Needing Action

The Board unanimously approved the following items:

- 5.1** Approval: Revisions to SMAA personnel policies
- 5.2** Approval: Accept Hazard Mitigation Grant Program (HMGP)
- 5.3** Approval: Amendment to Concession Agreement for On-Demand, Non-Metered Limousine Service with ALD Limo Corporation
- 5.4** Approval: Amendment to Tenant Rental Car Concession and Lease Agreement with SIXT Rent a Car, L.L.C.
- 5.5** Approval: Amendment to Operating Agreement for Pre-Arranged Ground Transportation Service with Raiser-DC, LLC, d/b/a UBER
- 5.6** Approval: Amendment to Operating Agreement for Pre-Arranged Ground Transportation Services with LYFT, Inc.
- 5.7** Approval: Second Amendment to General Ground Lease with SRQ 3, LLC

MOTION: Commissioner Incrocci moved to approve Items 5.1 through 5.7 of the agenda. Commissioner Spencer seconded.

MOTION PASSED UNANIMOUSLY (4-0)

The Board unanimously approved the following two items:

- 5.8** Approval: Management Directive/Consultant's Competitive Negotiation Act (CCNA) Procedures

The Board approved Section 3.4 of Management Directive 11-004-01, Defining the process to designate a member of the Board to sit on a review committee consisting of a minimum of three staff members and one commissioner to review bid submissions and score them according to weighted criteria, and appointed Commissioner Beruff as designated board member and appointed Commissioner Spencer as alternate.

5.9 Approved Setting a Public Hearing at the September 29, 2025 Regular Meeting, to Adopt the Fiscal Year 2026 Budget and Establishing Airline Rentals, Fees and Charges.

MOTION: Commissioner Spencer moved to approve Items 5.1 through 5.7 of the agenda. Commissioner Incrocci seconded.

MOTION PASSED UNANIMOUSLY (4-0)

Item 6. Items Needing Action - Over \$500,000 Threshold

There were no items submitted over the \$500,000 Threshold.

Item 7. Department Reports Accepted

- 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 Technologies

Item 8. Attorney Presentations

None presented

Item 9. Old/New Business

None presented

Item 10. Public Comments - Items Not on the Agenda

Presented under Item 4

Item 11. Comments by Commissioners

None presented

Item 12. Adjournment

The meeting adjourned at 1:14 p.m.

ATTEST:

APPROVE:

Carlos Beruff, Secretary

Jesse Biter, Chairman

DRAFT

Resolution No. 2025-04

RESOLUTION OF THE SARASOTA MANATEE AIRPORT AUTHORITY

CREATION OF NONQUALIFIED 457(f) RETIREMENT PLAN

WHEREAS, the SARASOTA MANATEE AIRPORT AUTHORITY (hereinafter called "Authority"), is a body politic and corporate, created by Chapter 2003-309, Laws of Florida, and is the owner and operator of the Sarasota Bradenton International Airport (hereinafter called "Airport"); and

WHEREAS, the Authority, as an inducement and motivation to attract and retain its executive level employees, desires to create a Nonqualified 457(f) Retirement Plan (hereinafter referred to as "the 457(f) Plan");

NOW, THEREFORE, BE IT RESOLVED that:

1. The Authority hereby establishes and adopts the 457(f) Plan in accordance with the following:
 - a. Purpose:
The purpose of the 457(f) Plan is to attract and encourage executive employees to maintain their employment with the Authority by providing retirement benefits for them, and pre-retirement death benefits for their survivors.
 - b. Eligibility:
The 457(f) Plan shall be for the benefit of those executive employees of the Authority, as determined in the sole discretion of the Authority's governing board.
 - c. Notification:
The President, CEO shall notify those employees of the Authority who are eligible for participation in the P457(f) Plan, of its adoption, by delivering to each such employee a copy of same.
 - d. Amendment and termination:
The 457(f) Plan shall be subject to amendment or termination at any time at the sole discretion of the Authority's governing board.
 - e. Employer Contribution Credit:
The 457(f) Plan employer contribution credit shall be a percentage of salaries, determined annually through the Authority's budget process.
2. The Executive Vice President, CFO of the Authority is hereby authorized and directed to execute and deliver to the Administrator of the 457(f) Plan, one or more counterparts of the P457(f) Plan.
3. The Administrator shall be instructed to take such actions as are deemed necessary and proper to implement the 457(f) Plan, and to set up adequate accounting and administrative procedures to provide benefits under the 457(f) Plan.

Adopted this 29th day of September 2025

SARASOTA MANATEE AIRPORT AUTHORITY

Jesse Biter, Chairman

ATTEST:

Carlos M. Beruff Secretary

SARASOTA MANATEE AIRPORT AUTHORITY RESOLUTION 2025-05

ADOPTING FISCAL YEAR 2026 BUDGET, ESTABLISHING AIRLINE RATES, FEES AND CHARGES, AIRLINE MARKETING SUPPORT, TERMINAL ADVERTISING RATES, PUBLIC PARKING RATES, UNIVERSITY SELF STORAGE RATES, VEHICLE STORAGE RATES, GENERAL AVIATION HANGAR RATES, COMMERCIAL PERMIT FEES AND BADGE FEES, DESIGNATING EMPLOYEE PROMOTION INCREASES, CONTRIBUTIONS TO EMPLOYEE DEFINED CONTRIBUTION RETIREMENT PLAN, AND EMPLOYER CONTRIBUTION CREDIT TO 457(f) RETIREMENT PLAN,

WHEREAS, the SARASOTA MANATEE AIRPORT AUTHORITY (hereinafter called "Authority"), is AN INDEPENDENT Special District, created by Chapter 2003-309, Laws of Florida, (as amended and hereinafter called "Enabling Act") and is the owner and operator of the Sarasota Bradenton International Airport (hereinafter called "Airport"); and

WHEREAS, the Enabling Act, authorizes and empowers the Authority to fix, revise and collect from time-to-time rates, fees, and other charges for the use of or for the services furnished by any Airport facilities; and

WHEREAS, pursuant to the terms of the Scheduled Airline Operating Agreement and Terminal Building Lease (hereinafter called "Agreement"), the Authority is obligated to annually review and recalculate rates, fees, and other charges applicable to users and tenants of the Airport; and

WHEREAS, Resolution 2025-04 requires the contribution credit percentage for the Authority's 457(f) Retirement Plan be determined each new fiscal year's budget; and

WHEREAS, Resolution No. 2021-06, passed September 26, 2021, established a methodology and process for determining terminal rates, fees and charges and Airport landing fees and it is the Authority's intent to supersede said resolution in the manner identified herein below; and

WHEREAS, Section III.C.4. of the Authority's Personnel Policy requires the annual designation of a percentage salary increase when an employee is promoted to a higher salary grade; and

WHEREAS, Section IV.I. of the Authority's Personnel Policy requires an annual designation of the Authority's contribution to each eligible employee's 401(a) Defined Contribution Retirement Plan; and

WHEREAS, the Authority wishes to allocate additional monetary funding for marketing support to the Air Carrier Incentive Program; and

WHEREAS, the Authority wishes to modify its existing rental rate structure of its general aviation hangars; and

WHEREAS, the Authority wishes to modify its existing rental rate structure at University Self Storage and Vehicle Storage lots to maintain market pricing, and

WHEREAS, the Authority wishes to modify its "Rack Rates" by type and location for terminal advertising; and

WHEREAS, it is the intent of the Authority to amend Resolution 2024-07 in the manner identified herein below; and

WHEREAS, the Authority held a public hearing, following publication of a notice of such hearing in a newspaper of general circulation in Sarasota and Manatee Counties at least one time not less than ten days nor more than twenty-five days prior to such hearing to consider the revision of all said rates, fees and charges to be assessed to persons who use the Airport facilities.

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1. The proposed budget for the fiscal year commencing **October 1, 2025 and ending September 30, 2026** is hereby approved and adopted as presented below:

Airline Revenues-net of incentives	\$ 20,662,324
Non-Airline Revenues	<u>36,370,681</u>
Total Revenues	\$ 57,033,005
Operating Expenses	\$ 43,912,664
Marketing	<u>1,300,000</u>
Funding Provided from Operations	\$ 11,820,341
External Capital Funding – Grants, CFC and PFC	<u>42,331,000</u>
Total Sources	\$ 54,151,341
Capital Projects	\$ 48,911,652
Capital Equipment	<u>2,285,261</u>
Total Uses	\$ 51,196,913
Deposit to Authority General Purpose Account	\$ 2,954,428

SECTION 2. The proposed Airline Rentals Fees and Charges for the fiscal year commencing **October 1, 2025 and ending September 30, 2026**, are hereby approved and adopted as presented below:

	Signatory Airline	Non-Signatory Airline
Terminal Building Space Rental (\$ per square foot per year)		
Ticket Counter, Ticket Office, Queuing	100.26	125.33
Holdroom and Concourse Circulation Area	100.26	125.33
Baggage Claim Area	75.20	94.00
Baggage Service Offices	75.20	94.00
Operations Area (First level concourse)	50.13	62.66
Baggage Make-Up Area	50.13	62.66
Non-Preferentially Assigned Gate Use Fee (\$ per use)	280.00	N/A
Non-Signatory Gate Use Fee (\$ per turn)		
Aircraft seating capacity (all classes):		
50 seats or less	N/A	540.00
51 to 70 seats	N/A	620.00
71 to 100 seats	N/A	650.00
101 to 149 seats	N/A	860.00
150 seats and more	N/A	1,060.00
Non-Signatory Terminal Use Fee (\$ per 4 hours – 2 positions):	N/A	60.72

All Aircraft:		
Landing Fee Rate (\$ per 1,000 pounds maximum gross certificated landed weight)	1.32	1.68
Air Cargo:		
Air Cargo Facility Space Rental (\$ per square foot per year)	28.75	28.75

SECTION 3. When an employee is promoted or appointed to an interim position at a higher salary grade, s/he shall receive a salary increase of 5% per salary grade, to a maximum increase of 10%. Such increase shall be subject to the provisions of Section III.C.4. of the Authority's Personnel Policy.

SECTION 4. For each employee enrolled in the Sarasota Manatee Airport Authority (401a) Defined Contribution Plan, the Authority will contribute six percent (6%) of such employee's annual earnings and will match the employee's annual contribution to his/her 457(b) Deferred Compensation Plan up to three percent (3%) of the employee's annual earnings.

SECTION 5. The 457(f) Plan employer contribution credit for Fiscal Year 2025 shall be twenty five percent (25%) of the individual's annual salary in accordance with the methodology defined in Resolution 2025-04.

SECTION 6. The public parking rates herein established have been adjusted. The rates shall be updated as follows:

SHORT TERM LOT

Each 20 minutes \$ 2.00
Maximum per day \$ 29.00

SHADED LOT

Each 20 minutes \$ 2.00
Maximum per day \$ 16.00

LONG TERM LOT

Each 20 minutes \$ 2.00
Maximum per day \$ 16.00

REMOTE LOTS

\$ 11.00

DISCOUNT LOTS

\$ 6.00

Flat Fee – per day

OVERFLOW LOT A

Each 20 minutes \$ 2.00
Maximum per day \$ 14.00

OVERFLOW LOT D

Each 20 minutes \$ 2.00
Maximum per day \$ 14.00

SECTION 7. Marketing Air Service budget shall roll forward marketing support dollars in the amount of One-Million Six Hundred Two Thousand Five Hundred and Forty-Eight Dollars (\$1,602,548) from unrestricted funds and requests an additional \$ 1,000,000 appropriation for the promotion of additional domestic and international air service.

SECTION 8. The following general aviation hangar monthly rates shall take effect as of October 1, 2025:

<u>Size</u>	<u>Monthly Rate (\$)</u>
42' Wide Door	610.00
42' Wide Door w/additional storage	755.00
48' Wide Door	835.00
Storage Room	120.00
51.5' Wide Door	2,040.00
T-Hangar waiting list fee	100.00

SECTION 9. The regular rental rates charged at University Self Storage are subject to Manatee County sales tax shall be as follows; Staff shall be delegated the authority to adjust pricing to meet market conditions.

Surface Lot Storage	
AREA	Monthly Rate (\$)
< 20'	103.40-133.10
20' to 30'	133.10
31' to 35'	151.80
Semi Truck Parking:	
~75'	242.00

SECTION 10. Monthly Advertising Rack Rates shall be subject to Sarasota and Manatee County sales tax and as follows: Staff may adjust pricing to meet market conditions.

Three Foot Backlit Signs:		Outside Billboard:	
Concourse:	420	University Pkwy:	2,520
Taxi Stand:	420	US 41	3,600
Escalator:	480		
Five Foot Backlit Signs:		Welcome Center Brochure Rack:	
Concourse:	480	Small:	35
Taxi Stand:	480	Medium:	N/A
Escalator:	480	Large:	60
Five Foot Backlit Signs:		Specialty Displays:	
Concourse	840	Baggage Claim Vehicle	720
Video Displays:		Photo Booth	480
Back Wall Video	300	Custom Free Standing	300
Carousel Video	420	Security Glass Wall	960
Aquarium Video	150		
Concourse	150	Specialty Tension Fabric:	
Gate Hold Backlit:		Baggage Claim Belts	475
B7	300	Down Escalator	1,980
		Up Escalator	960
		Welcome Soffit	1,560
Second Level Atrium		Baggage Claim Displays:	
Concourse	960	Charging Column Backlit	240
		Backwall Murals	1,080
		Digital	400

SECTION 11. Transportation Network Companies and On-Demand Limousine companies per pick-up fee shall increase to Four Dollars (\$4.00) per trip. Baggage Delivery Service company's annual permit fee shall remain One Thousand Dollars (\$1,000.00).

SECTION 12. In consideration for the privilege to conduct a commercial aeronautical activity at the Airport, Permittee shall submit on or before the Effective Date of this Permit an Annual Access Fee to Authority in the amount of One Thousand Two Hundred Fifty Dollars (\$1,250.00), which Fee shall contribute in part to the Authority's cost to administer this Permit. All Commercial Permits are issued by Authority on a Fiscal Year basis. If the Term of this Permit is less than a full calendar year, the Annual Access Fee shall be prorated. In no event shall the Access Fee for any prorated period be less than Five Hundred Dollars (\$500.00).

SECTION 13. Access badges shall remain at Sixty Dollars (\$60.00) for all badges with criminal history records check and Thirty Dollars (\$30.00) for STA only badges. Non-returned badges shall remain at Two Hundred Dollars (\$200.00). Damaged badges remain at Twenty-Five Dollars (\$25.00). A security fee of One Hundred Dollars (\$100.00) shall be added to each red or green badge, new or renewal.

SECTION 14. **Provisions and definitions:**

1. Except as expressly exempted herein, this Resolution shall apply to all operators of any aircraft landing at the Airport and having a maximum gross certificated landing weight of more than 10,000 pounds.

2. Signatory Airlines shall pay a Terminal Building Space Rental rate, Preferential Apron Area Fee, Non-Preferential Gate Use Fee (if used), and Landing Fee, including apron, for all revenue flight landings, in the foregoing amounts which have been calculated annually in accordance with Article 6 of the Agreement.

3. Non-Signatory Airlines, whether charter or scheduled airlines, shall pay a Terminal Building Space Rental rate, Terminal Use Fee, Gate Use Fee, and Landing Fee in the foregoing amounts which are calculated using 125% of the applicable rates, fees and charges paid by the Signatory Airlines.

a. The term "Maximum Gross Certificated Landing Weight" as used herein, shall mean the maximum weight, in thousand (1,000) pound units, at which each aircraft is certificated by the Federal Aviation Administration (or its successor) to land at the Airport.

b. The term "Revenue Flight Landing" shall mean any aircraft arrival at the Airport by an aircraft operator; provided, however, that "revenue flight landing" shall not include any flight that returns to the Airport because of mechanical, meteorological, or other precautionary reason.

c. The term "Signatory Airline" shall mean an airline that has signed the Agreement.

d. The term "Non-Signatory Airline" shall mean all scheduled airlines and/or non-scheduled airlines that are not a Signatory Airline.

4. The fuel flowage fees for any aircraft, regardless of maximum gross certificated landing weight, operating at the Sarasota Bradenton International Airport and fueled at either a Fixed Base Operator or privately-owned fuel farm, shall remain Nine Cents (\$0.09) per gallon on all aviation fuel.

5. For any scheduled or non-scheduled commercial aircraft handled by a Fixed Base Operator at the Airport, the FBO shall be responsible for reporting the activity, notifying the operator of the charges, and collecting and remitting the charges required under this resolution.

6. An exemption from liability for landing fees is granted to any aircraft paying fuel flowage fees via a Fixed Base Operator or Airport lease agreement.

7. The provisions of this Resolution are severable, and if any court of competent jurisdiction shall hold any of its provisions unconstitutional, the decision of such court shall not affect or impair any of the remaining provisions.

Adopted this 29th day of September 2025

SARASOTA MANATEE AIRPORT AUTHORITY

Jesse Biter, Chairman

ATTEST:

Carlos M. Beruff, Secretary

6.3

**SARASOTA MANATEE AIRPORT AUTHORITY
SEPTEMBER 29, 2025, REGULAR MEETING
STAFF NARRATIVE**

**REQUEST TO AWARD
DEVELOPMENT AND OPERATING AGREEMENT TO AIR MEDALLION, LLC
FOR COMMERCIAL AIRCRAFT STORAGE AND TENANT AIRCRAFT SELF-FUELING**

6.4

EXECUTIVE SUMMARY: Request to Award a Development and Operating Agreement to Air Medallion, LLC, for Commercial Aircraft Storage and Tenant Aircraft Self-Fueling.

NARRATIVE: Air Medallion, LLC ("Air Medallion") is a Florida Limited Liability Company created to provide commercial aircraft storage and tenant aircraft self-fueling at the Airport. Air Medallion currently maintains certain private aircraft at the Airport and has requested to lease approximately 3.05 acres of undeveloped land in the north quadrant of the Airport to develop commercial aircraft storage and fuel storage and dispensing facilities and provide commercial aircraft storage and tenant aircraft self-fueling operations, in accordance with the Authority's Minimum Standards for Aeronautical Activities at the Airport.

The proposed Development and Operating Agreement (the "Agreement") includes a 40-year term with no renewal terms and the proposed initial rental rate, based on a fair market value appraisal of the land, is \$0.835 per square foot per annum, subject to CPI adjustments every three years throughout the term of the Agreement. A security deposit equivalent to the first year of land rent is due and payable to the Authority on or before the effective date of the Agreement.

Air Medallion's proposed minimum capital investment in improvements is \$5 million and includes a minimum of 29,000 square feet of aircraft hangar storage, 29,000 square feet of aircraft apron, 1,500 square feet of administrative and customer service area, 10,000 gallons of aircraft fuel storage, and appropriate required vehicle parking (the "Improvements"). All Improvements are proposed to be completed within 24 months following the effective date of the Agreement.

Based on the proposed investment and the additional aeronautical services to be provided at the Airport, the President and Chief Executive Officer recommends award of the proposed Agreement to Air Medallion for the right to develop aircraft storage and fuel storage and dispensing facilities, and to conduct commercial aircraft storage and tenant aircraft self-fueling operations at the Airport in accordance with the Minimum Standards for Aeronautical Activities at the Airport.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority Board award a Development and Operating Agreement to Air Medallion, LLC, to develop aircraft storage and fuel storage and dispensing facilities, and to conduct commercial aircraft storage and tenant aircraft self-fueling at the Airport in accordance with the Minimum Standards for Aeronautical Activities at the Airport.

ATTACHMENTS: Proposed Development and Operating Agreement between Sarasota Manatee Airport Authority and Air Medallion, LLC, with all exhibits, dated September 29, 2025.



DEVELOPMENT AND OPERATING AGREEMENT

BETWEEN

SARASOTA MANATEE AIRPORT AUTHORITY

AND

AIR MEDALLION, LLC

September 29, 2025

DEVELOPMENT AND OPERATING AGREEMENT
BETWEEN
SARASOTA MANATEE AIRPORT AUTHORITY
AND
AIR MEDALLION, LLC

This Development and Operating Agreement (this "Agreement") is made and entered into by and between the **SARASOTA MANATEE AIRPORT AUTHORITY**, an Independent Special District, organized and existing under the laws of the State of Florida (the "Authority"), and **AIR MEDALLION, LLC**, a Florida Limited Liability Company organized and existing under the laws of the State of Florida and authorized to do business in the State of Florida, (the "Lessee"), collectively hereinafter referred to as the "Parties".

WITNESSETH:

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

WHEREAS, the Authority is permitted to lease land at the Airport pursuant to the Florida Statutes for Aeronautical Use; and

WHEREAS, the Lessee is an existing Aircraft Owner and Operator at the Airport, whose principal business address is 1651 Whitfield Avenue, Suite 200, Sarasota, Florida; and

WHEREAS, the Lessee desires to lease, develop and operate on certain land at the Airport as an Aircraft Storage Operator and Aircraft Self Fueling Operator, as defined in Articles 18 and 19 of the Minimum Standards for Aeronautical Activities at the Airport (the "Minimum Standards"), respectively; and

WHEREAS, the Authority desires to lease certain land at the Airport to the Lessee to develop and operate as an Aircraft Storage Operator and Aircraft Self Fueling Operator, as defined in Articles 18 and 19 of the Minimum Standards for Aeronautical Activities at the Airport (the "Minimum Standards"), respectively,

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

Article 1 - Recitals/Effective Date

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

Article 2 - Definitions

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

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

2.02 “Aeronautical Activities” or “Activities” has the meaning set forth in Article 8 of the Standard Definitions, of the Minimum Standards for Aeronautical Activities at Sarasota Bradenton International Airport, dated January 29, 2024 (the “Minimum Standards”), incorporated herein by reference in its entirety.

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

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

2.05 “Airport” means the Sarasota Bradenton International Airport located in Sarasota and Manatee Counties, Florida.

2.06 “Airport Rules and Regulations” means the Rules and Regulations for Aeronautical Activities, dated March 20, 2019, as now or hereafter amended, and any successor ordinance or resolution regulating activities or operations at the Airport.

2.07 “Approved Costs/Expenditures” has the meaning set forth in Article 8.03(B).

2.08 “Base Rental Rate” has the meaning set forth in Article 5.06.

2.09 “Base Year” means the initial twelve-month period of the Agreement starting with the Commencement Date. After the first Adjustment Date, the Base Year shall be the Agreement year that began on the most recent Adjustment Date.

2.10 “Board” means the Board of the Sarasota Manatee Airport Authority, Florida.

2.11 “Commencement Date” has the meaning set forth in Article 3.01.

2.12 “Consumer Price Index” has the meaning set forth in Article 5.06.

2.13 “Damages” has the meaning set forth in Article 17.01.

2.14 “Derelict Aircraft” means an aircraft, stored in the open, that:

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

2.15 “Derelict Vehicle” means a vehicle designed for use on the roadways that is in a wrecked, dismantled or partially dismantled condition, left abandoned for 45 days, or which is in an inoperable condition.

2.16 “Effective Date” shall have the meaning set forth in Article 1.

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

2.18 “FAA” means the Federal Aviation Administration.

2.19 “Fuel Flowage Fees” means the fuel flowage fees established by resolution of the Board as now or hereafter amended, and any successor ordinance or resolution establishing fuel flowage fees. At the time of execution of this Agreement the rate is currently nine cents (\$0.09) per gallon.

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

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

2.22 “Improvements” means the Required Improvements and all other improvements, alterations, modifications, renovations, or installations of any kind approved by the Authority and constructed by the Lessee on the Premises.

2.23 “Inspection Period” has the meaning set forth in Article 3.04(B).

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

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

2.26 “Leasehold Mortgage” has the meaning set forth in Article 22.01.

2.27 “Lessee's Parties” means Lessee and its tenants, sublessees, contractors, suppliers, employees, officers, licensees, agents, invitees, and guests.

2.28 “Letter of Credit” has the meaning set forth in Article 5.08.

2.29 “Minimum Capital Expenditure” has the meaning set forth in Article 8.03.

2.30 “Minimum Standards” means the Minimum Standards for Aeronautical Activities for Sarasota Bradenton International Airport adopted by the Authority on January 29, 2024, as now or hereafter amended, and any successor minimum standards for aeronautical activities adopted by the Authority.

- 2.31 "Non-Discrimination Authorities" has the meaning set forth in Article 14.02.
- 2.32 "Person" includes a partnership, joint venture, association, corporation, limited liability company, trust, individual or other entity, or, where the context so permits or requires, a natural person.
- 2.33 "Phase I ESA" has the meaning set forth in Article 15.03
- 2.34 "Phase II ESA" has the meaning set forth in Article 15.03
- 2.35 "Plans" has the meaning set forth in Article 8.06.
- 2.36 "Pre-existing Environmental Condition" means the presence of Hazardous Substances in violation of Environmental Laws on, in or under the Premises (including soil, groundwater, and soil vapor) because of the discharge, release, disposal, storage, treatment, migration or any other activities occurring prior to the Effective Date of this Agreement.
- 2.37 "Premises" means the Exclusive Premises and Non-Exclusive Premises described in Articles 4.01(A) and 4.01(B) and depicted on Exhibit A-1 to this Agreement and all improvements existing thereon, and all Required Improvements to be constructed by Lessee thereon, subject to easements, rights-of-way, and any other encumbrances of record.
- 2.38 "President/CEO" means the President/CEO of the Sarasota Manatee Airport Authority.
- 2.39 "Required Improvements" has the meaning set forth in Article 8.02.
- 2.40 "Rent" is the rent payable by Lessee to the Authority for the Exclusive Land leased by the Authority to the Lessee and the Off-Site Stormwater Management Infrastructure granted by the Authority to the Lessee by this Agreement, subject to the terms, covenants and conditions herein. See Article 5.01(B).
- 2.41 "Security Deposit" has the meaning set forth in Article 5.08.
- 2.42 "Substantial Completion" shall mean the point in construction of Lessee's Phase I Required Improvements and Lessee's Phase II Required Improvements, respectively, when Lessee acquires beneficial use of said individual Improvements, or a substantial portion thereof, which portion shall equal not less than 95%.
- 2.43 "Term" means the Term and Renewal Term as set forth in Article 3.01.
- 2.44 "TSA" means the Transportation Security Administration of the Authority of Homeland Security and its authorized successors.

Article 3 - Term and Commencement Date

3.01 Term. The term of this Agreement shall commence on the first of the following to occur ("Commencement Date"), which date shall be memorialized by the Parties in a duly executed document: (a) the date of substantial completion of the Required Improvements, as evidenced by Lessee's receipt of a certificate of occupancy for said Improvements; (b) the date Lessee commences use of a Substantially Completed portion of the Required Improvements for the conduct of Lessee's Activities, other than construction, or (c) twenty-four (24) months following the Effective Date of this Agreement, and shall terminate forty (40) years thereafter following the Commencement Date, unless sooner terminated pursuant to the terms, covenants, and conditions of this Agreement. A force majeure event or delay caused by the Authority, if any, shall result in an equivalent extension of the 24-month period provided to Lessee for

completion of the Required Improvements. This Agreement shall automatically expire at the end of the Term of this Agreement.

3.02 Early Termination. Lessee may terminate this Agreement upon the taking of the Airport, or any portion thereof, by the Authority, the U.S. Federal government, or an agency of the U.S. Federal Government with jurisdiction over the Airport that causes the Airport to be closed to the public, or otherwise prevents Lessee's use or occupancy of the Premises, as granted herein, or otherwise diminishes the Lessee's Activities on the Premises.

3.03 Inspection Period.

- (A) The Authority has provided Lessee with a Phase I ESA, dated January 4, 2022, prepared by Enviro-Audit & Compliance, Inc., which ESA states the condition of the Premises on the effective date of the report. In addition, the Authority shall provide Lessee an updated Environmental Phase I ESA within ninety (90) days following the Effective Date of this Agreement, which ESA shall establish the condition of the Premises for purposes of this Agreement ("Environmental Baseline Report").
- (B) From and after the Lessee's receipt of the Baseline Environmental Report and expiring ninety (90) days thereafter or Lessee's receipt of a Phase I ESA, whichever shall first occur (the "Inspection Period") Lessee may conduct any Inspections that Lessee deems appropriate with respect to the Premises. All Inspections performed hereunder shall be conducted at Lessee's sole cost and expense and shall be performed by relevant licensed Persons or as required by law. Lessee agrees to indemnify the Authority from and against all damages, liabilities, and costs arising from or out of Lessee's employees, agents, vendors, or guests' entry upon and inspection of the Premises, except to the extent such damages, liabilities, and costs were caused by the negligence or willful misconduct of the Authority, its agents, employees, or contractors, as governed by Article 768.28, Florida Statutes. Lessee's obligation to indemnify the Authority pursuant to this Article shall survive the expiration or earlier termination of this Agreement. Prior to the expiration of the Inspection Period, Lessee shall provide the Authority with a complete written copy of all Inspection reports detailing the results of the Inspection obtained by Lessee hereunder.
- (C) If Lessee reasonably determines that it will be unable to use the Premises for the uses permitted hereunder based on the result(s) of the Environmental Baseline Report, Lessee's Inspections, or if any ESA or other environmental assessment(s) reveal the presence of a Pre-existing Environmental Condition not acceptable to Lessee, Lessee may elect to terminate this Agreement upon written notice to Authority on or before the expiration of the Inspection Period. In the event Lessee fails to properly exercise its right to terminate this Agreement pursuant to this Article, Lessee shall be deemed to have waived such right and accepted the Premises "As Is" in its then existing condition, subject to all defects, latent, or patent, if any; and all representations and warranties of the Authority expressly provided herein; provided, however, that Lessee's acceptance of the Premises will not limit Authority's obligations with respect to any Pre-existing Environmental Condition for which Authority elects to take responsibility pursuant to Article 3.04 (D), expressly set forth below. In the event Lessee terminates this Agreement pursuant to this Article, Lessee, at its sole cost and expense, shall repair any damage resulting from the Inspections and restore the Premises to the condition in which it existed prior thereto, normal wear and tear expected, using materials of like kind, quality, and quantity.
- (D) Lessee may elect to perform its own Inspections. If the Inspections of Lessee reveal a Pre-existing Environmental Condition that is not acceptable to Lessee, in its sole and absolute

discretion regardless of whether such Pre-existing Environmental Condition was identified in the Environmental Baseline Report, Lessee shall notify Authority in writing during the Inspection Period of the Pre-existing Environmental Condition with a full copy of the Inspection report(s). The Authority shall give written notice to Lessee within thirty (30) days after the expiration of the Inspection Period of its election to: a) terminate this Agreement; b) assume the full responsibility and cost to remedy the identified Pre-existing Environmental Condition in accordance with the applicable Environmental Laws; or c) provide Lessee the option, at Lessee's sole discretion, to oversee and advance the cost of the remediation for full reimbursement by Authority via rent credits or other agreed upon repayment terms between the Parties at the sole costs of the Authority. The Parties acknowledge and agree that the means and methods of remedying any Pre-existing Environmental Condition, if any, shall be in accordance with all applicable Environmental Laws and not inhibit the Lessee's Rights and Privileges to use the Premises as intended by this Agreement.

- (E) Subject to Lessee's right to conduct its own inspections as set forth herein, Lessee acknowledges and agrees to accept the condition of the Premises as described in the Environmental Baseline Report.
- (F) If a notice of termination is timely given by either Party pursuant to this Article, or if the Agreement is deemed terminated pursuant to this Article, the Parties shall be relieved of all further liabilities and obligations under this Agreement except for Lessee's indemnification obligations under Article 3.04(B) and Lessee's obligation to restore the Premises under Article 3.04(C), which shall each survive the termination of this Agreement.

3.04 Representations and Warranties. Notwithstanding anything contained herein to the contrary, the Authority represents and warrants to Lessee the following as of the Commencement Date except with respect to any noncompliance therewith caused or created by Lessee:

- (A) The Authority has full right and authority to enter into this Agreement and perform the Authority's obligations under this Agreement. This Agreement is and shall be binding upon and enforceable against the Authority in accordance with its terms, covenants, and conditions of this Agreement. This Agreement will not result in a breach of, or constitute a default under, any agreement to which Authority or the Premises are subject.
- (B) This Agreement does not violate any covenants or restrictions of record and there are no easements, agreements, exclusives, restrictions, or prohibitions affecting the Premises or this Agreement that limit, conflict or otherwise interfere with Lessee's rights of use of the Premises or other rights under this Agreement. The Authority has not received any notice of violation of any applicable law.
- (C) There is no litigation, arbitration, or proceeding, pending or threatened, before any legislative court or administrative agency or any other condition that relates to or affects the Premises, the Authority's interest therein, the Authority's performance hereunder, or which will result in a lien, charge, encumbrance, or judgment against any part of or any interest in the Premises.
- (D) The Premises have permanent, direct, immediate, and uninterrupted rights of access to dedicated public rights of way and roads sufficient for the operation of the Lessee's business.

- (E) As of the expiration of the Inspection Period, the Premises are vacant land, with no existing structures, buildings or improvements located thereon and have all wet and dry utilities necessary for the development of the Required Improvements and the conduct of Lessee's Activities as provided in Article 10.01 hereof. In the event of any breach of the foregoing representations and warranties, the Authority, at the Authority's sole cost and expense, shall take all actions necessary to cause such breach to be cured in accordance with Article 20.03 herein.
- (F) The Authority shall cause the Airport and all common areas to be always maintained in good and operable condition. If the Airport ceases to be open as a commercial airport to the public for a period exceeding thirty (30) consecutive days or any sixty (60) days within a calendar year period, Lessee shall have the right to an abatement of Rent for that period of time that the Airport ceases to be open or if it remains closed for sixty (60) consecutive days, Lessee may elect to terminate this Agreement on written notice to the Authority.

Article 4 - Premises and Privileges

4.01 **Premises.** The Authority hereby leases to Lessee, and Lessee hereby takes from Authority for Lessee's exclusive and non-exclusive use, that certain Premises defined below and as depicted on Exhibits A-1 and A-2, attached hereto, subject to all terms, covenants, and conditions of this Agreement and the Minimum Standards for the Rights and Privileges granted herein.

- (A) **Exclusive Premises.** Beginning on the Effective Date of this Agreement, the Authority shall let to Lessee and Lessee shall lease from the Authority, for Lessee's exclusive use and occupancy, that certain parcel of land at the Airport depicted on Exhibit A-1 to this Agreement, containing approximately One Hundred Seven Thousand, Seventy-Three (107,073) square feet, or approximately 2.46 acres, of contiguous undeveloped land (hereinafter, the "Exclusive Premises").
- (B) **Non-Exclusive Premises.** Beginning on the Effective Date of this Agreement, the Authority shall let to Lessee and Lessee shall lease from the Authority, for Lessee's non-exclusive use, that certain parcel of land at the Airport depicted on Exhibit A-1 to this Agreement, containing approximately Eight Thousand, Three Hundred Ninety-Eight (8,398) square feet, or approximately 0.19 acres, of contiguous undeveloped land (hereinafter, the "Non-Exclusive Premises"). The Non-Exclusive Premises, together with the Exclusive Premises, shall total One Hundred Fifteen Thousand, Four Hundred Seventy-One (115,471) square feet, or approximately 2.65 acres, of contiguous undeveloped land (collectively hereinafter, the "Premises").
- (C) **Access to Premises.** Beginning on the Effective Date of this Agreement, Lessee shall be granted unrestricted free access to the Premises, subject to the terms, covenants, and conditions of this Agreement and the requirements of the Minimum Standards for the Rights and Privileges granted herein.

4.02 **Rights and Privileges.** The Authority hereby grants to Lessee the following non-exclusive rights and privileges for the use of the Premises.

- (A) **Off-Site Stormwater Management Infrastructure.** Beginning on the Effective Date of this Agreement, the Authority shall grant to Lessee and the Lessee shall receive from the Authority, the non-exclusive right to use approximately Seventeen Thousand, Three Hundred Twenty-One (17,321) square feet, or approximately 0.40 acres, of the Authority's Off-Site Stormwater Management Infrastructure, generally depicted on Exhibit A-2 to this

Agreement, for stormwater attributable to Lessee's development, use and occupancy of the Premises and Required Improvements, which Off-Site Stormwater Management Infrastructure together with the Premises, shall total One Hundred Thirty-Two Thousand, Seven Hundred Ninety-Two (132,792) square feet, or approximately 3.05 acres, of land.

- (B) Aeronautical Activities. Lessee is granted the non-exclusive rights and privileges to conduct the Aeronautical Activities of an Aircraft Storage Operator and Aircraft Self-Fueling Operator, as defined in Articles 18 and 19, respectively, of the Minimum Standards. Lessee is also granted the exclusive right and privilege to use and occupy of the Premises, which right and privilege is expressly limited to the development, maintenance, and operation of the Premises as an Aircraft Storage Operator and Aircraft Self-Fueling Operator, as defined in the Minimum Standards, as may be amended from time-to-time throughout the Term of this Agreement, and any extension thereto, pursuant to the terms, covenants, and conditions of this Agreement (collectively hereinafter, "Lessee's Rights and Privileges"). Amendment to the Minimum Standards shall not infringe on Lessee's Right and Privileges except as solely deemed necessary by the Authority to assure the health, safety, or security of the operation and development of the Airport.
- (C) Limited Fueling Rights. Notwithstanding anything to the contrary herein, Lessee Rights and Privileges to conduct Aircraft Self-Fueling, as defined in Article 19 of the Minimum Standards, shall be solely limited to the non-exclusive right and privilege, in accordance with the terms, covenants, and conditions herein, to dispense aviation fuels and oils on the Premises in Lessee's majority equity owned or leased aircraft stored on Premises with an active lease with the Lessee for not less than twelve (12) consecutive months aircraft registered by an entity majority equity owned or leased by Lessee, and Lessee's tenant majority equity owned or leased aircraft with a work order issued by Lessee for aircraft assembly, sales, maintenance or repair at the time of fueling, using Lessee's own employees and equipment, subject to the Minimum Standards and the Airport's Rules and Regulations, each as may be amended from time-to-time throughout the term of this Agreement, and any extension thereto ("Limited Fueling Rights"). Said Limited Fueling Rights shall not extend to any other aircraft or location at the Airport during the Term of this Agreement, or any extension thereto, including Lessee's partners, agents, employees, tenants, invitees, or guests' aircraft. Any aviation fuels dispensed by Lessee to any other aircraft or location at the Airport during the Term hereof shall be a direct default of this Agreement.
- (D) Nonexclusive Rights. Notwithstanding any provision of this Agreement to the contrary, Lessee understands and agrees that the Rights and Privileges granted to Lessee by this Agreement are nonexclusive, except for the exclusive right of use and occupy the Exclusive Premises, and that the Authority may in its sole discretion grant similar rights and privileges to other tenants and users at other locations at the Airport at any time.

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

- (A) In general, in common with others, use of roadways, sidewalks and other Airport facilities necessary for Lessee's operations, including airfield access, and the use of the sidewalks, roadways, parking lots, taxi lanes, taxiways, runways, equipment, and facilities that Airport generally makes available for its aeronautical tenants and users that are not specifically leased to or otherwise under the contractual control of others (collectively, "Common Use

Rights and Privileges”).

- (B) The right of ingress to and egress from the Premises shall be subject to such laws, rules, regulations, and orders as now or may hereafter have an application at the Airport. Except as expressly set forth in this Article, nothing in this Agreement shall be construed to grant or convey to Lessee the right to use any space or area improved or unimproved which is leased to or under contractual control of a third party, or which the Authority has not leased herein. Authority may at any time temporarily or permanently close, consent to, or request the closing of any such sidewalks, roadways, parking lots, taxi lanes, taxiways, runways, equipment, and facilities, and any area at the Premises presently or hereafter used, so long as a reasonable means of ingress and egress is concurrently made available to the Premises for use by Lessee and Lessee’s Parties.
- (C) Lessee hereby releases and discharges Authority, its successors and assigns, of and from any and all claims, demands or causes of action which Lessee may now or at any time hereafter have against any of the foregoing arising or alleged to arise out of the closing of any sidewalks, roadways, parking lots, taxi lanes, taxiways, runways, equipment, and facilities or other areas used, whether within or outside the Premises, provided that Authority simultaneously makes available to Lessee a reasonable means of ingress and egress is concurrently made available to the Premises for the use of Lessee and Lessee’s Parties.
- (D) The Authority shall enforce the Minimum Standards and the Airport Rules and Regulations to ensure to the extent required that Lessee’s Common Use Rights and Privileges are not obstructed or unnecessarily inhibited.

4.04 Prohibited Uses. Lessee agrees that the Premises shall be utilized solely for and in accordance with the Rights and Privileges granted in Article 4.02, above, as specifically described in the Minimum Standards and for no other purpose at any time. Lessee further agrees that it shall not provide, perform, or offer for sale any other products or services without the prior written approval of the Authority.

4.05 Service Standards.

- (A) Lessee shall conduct all Activities at the Premises in a commercially reasonable, clean, safe, and efficient manner, consistent with acceptable industry standards, and the degree of care and skill exercised by commercially competing entities performing similar Activities at similar airports.
- (B) Lessee shall provide good, prompt, and efficient sales and service on a fair, equitable, and non-discriminatory basis sufficient to meet all the reasonable demands of Lessee’s tenants.
- (C) Pursuant to Lessee’s Activities under Articles 18 and 19 of the Minimum Standards, except for a force majeure or property casualty event, Lessee shall maintain sufficient qualified personnel to meet the reasonable demands of its’ tenants at the Airport eight (8) hours a day, five (5) days a week, unless otherwise approved in writing by Authority.
- (D) Lessee agrees to comply with the requirements set forth in the Minimum Standards and Airport Rules and Regulations applicable to Lessee’s Use of the Premises throughout the Term of this Agreement, and any extension thereto. In the event of a conflict between this Agreement and the Minimum Standards or Airport Rules and Regulations, the terms and conditions of this Agreement shall control.

4.06 Condition of Premises. Subject to Lessee's receipt of the Environmental Baseline Report, Lessee's right to complete Inspections pursuant to Article 3.04(B) and the obligations of the Authority with respect to Pre-existing Environmental Conditions, if any, Lessee accepts the Premises in its "AS IS CONDITION" and "WITH ALL FAULTS," together with all defects, latent and patent, if any. Lessee further acknowledges that the Authority has made no representations or warranties of any nature whatsoever regarding the condition of the Premises, including but not limited to, the physical and/or environmental condition of the Premises or any improvements thereon, the value of the Premises or improvements thereon, the zoning of the Premises, title to the Premises, the suitability of the Premises or any improvements thereon for Lessee's intended use, or Lessee's legal ability to use the Premises for Lessee's intended use.

4.07 Off-Site Stormwater Management Infrastructure. Notwithstanding anything to the contrary herein, the Authority warrants and represents that the non-exclusive Off-Site Stormwater Management Infrastructure, as defined in Article 4.02(A) above, are and shall remain in good condition and working order throughout the Term of this Agreement, and any extension thereto, which shall be adequate to satisfy the requirements related to Lessee's use and occupancy of the Premises and the Required Improvements.

4.08 Land Use Easements. This Agreement is made subject to all existing easements, rights-of-ways, appurtenances and encumbrances of any kind appertaining to the Premises and the Improvements thereon as of the Effective Date of this Agreement including, but not limited to, all existing easements for public streets, roadways, drainage ditches, electrical power or distribution lines, water, sewer and all other utilities. The Lessee covenants and agree to comply with all applicable zoning laws, rules and regulations pertaining to the Premises and the Improvements. The Authority specifically reserves a roadway easement and a drainage easement directly and diagonally above, across, over, and under all streets, roadways, swales and drainage ditches located on the Premises. No street, roadway or drainage ditch on the Premises shall be relocated, altered or modified in any way unless and until a prior writing agreement is reached acceptable to the Parties (collectively, the "Land Use Easements").

4.09 Surrender of Premises. Lessee expressly agrees that it shall immediately surrender the Premises to the Authority in clean and safe condition, and in compliance with all applicable laws, rules, and regulations, upon the expiration or earlier termination of this Agreement, less normal wear and tear from use for the purpose for which the Premises were leased. In the event Lessee shall holdover, refuse, or fail to give up the possession of the Premises at the expiration or earlier termination of this Agreement, Lessee shall be liable to the Authority for all damages, and in addition thereto. Lessee shall also be strictly liable to pay to the Authority during the duration of such a holdover, Rent at One Hundred Twenty-Five (125%) Percent the rate paid by Lessee immediately prior to such a holdover period. Lessee shall remove all its personal property from the Premises prior to the expiration or earlier termination of this Agreement. Any personal property of Lessee not removed by Lessee as required shall thereupon become the property of the Authority.

Article 5 - Rents, Fees and Charges

5.01 Premises Rent.

- (A) Rental Rate. Beginning on the Commencement Date, Lessee shall pay Rent to the Authority for the Exclusive Premises and the Off-Site Stormwater Management Infrastructure at the initial annual rental rate of Eighty-Three and One-Half Cents (\$0.835) per square foot per annum ("Rental Rate"), subject to adjustment as set forth in Article 5.06 herein below. No Rental Rate, Rent, or other rents, fees or charges shall be assessed by the Authority or paid by Lessee to the Authority for the Non-Exclusive Premises.

(B) Annual Rent.

1. Exclusive Premises. The Rent for the Exclusive Premises is One Hundred Seven Thousand, Seventy-Three (107,073) square feet at the initial Rental Rate of Eighty-Three and One-Half Cents (\$0.835) per square foot per annum, which Rent shall be Eighty-Nine Thousand, Four Hundred Five and 96/100 Dollars (\$89,405.96) per year.
2. Non-Exclusive Premises. No Rent shall be assessed by the Authority or payable by Lessee to the Authority for Lessee's use of the Non-Exclusive Premises.
3. Off-Site Stormwater Management Infrastructure. Rent for the Off-Site Stormwater Management Infrastructure shall be Seventeen Thousand, Three Hundred Twenty-One (17,321) square feet at the initial Rental Rate of Eighty-Three and One-Half Cents (\$0.835) per square foot per annum which Rent shall be Fourteen Thousand, Four Hundred Sixty-Three and 04/100 Dollars (\$14,463.04) per year.

(C) Commencement of Rent. Rent for the Exclusive Premises plus Rent for the Off-Site Stormwater Management Infrastructure shall be One Hundred Three Thousand, Eight Hundred Sixty-Nine and 00/100 Dollars (\$103,869.00) (collectively, hereafter, the "Rent"), which Rent shall begin on the Commencement Date, as defined in Article 3.01, hereinabove, subject to the terms, covenants, and conditions stated therein, and subject to readjustment based on the square footage of the Exclusive Premises as determined by the surveys obtained and approved pursuant to Article 5.01(F) below.(D) Monthly Installments. Rent for the use of the Premises and use of the Off-Site Stormwater Management Infrastructure, as herein defined, shall be payable in advance to the Authority in equal monthly installments in the initial amount of Eight Thousand, Six Hundred Fifty-Five and 75/100 Dollars (\$8,655.75) per month, without demand and without any deduction, holdback or set off whatsoever, by the first day of each month from and after the dates set forth in Article 5.01(A), throughout the Term of this Agreement, and any extension thereto, as adjusted, in accordance with Article 5.06 below together with applicable sales tax. Any payment due hereunder for a fractional month shall be calculated and paid on a per-diem basis calculated based on the actual number of days in the month.(E) Address for Payments. All rents, fees, and charges and accounting reports due hereunder shall be delivered to the Finance Department, Sarasota Manatee Airport Authority, 6000 Airport Circle, Third Floor, Sarasota, Florida 34243-2105, or at such other address as may be directed in writing by the Authority from time to time.(F) Survey of Premises and Improvements. Within one hundred-twenty (120) days following the Effective Date, Lessee shall cause a survey and legal description of the Premises to be prepared at its expense by an licensed surveyor and submitted to the Authority, which survey and legal description shall be subject to the Authority for approval by the Authority, which approval shall not be unreasonably withheld, conditioned, or delayed, and if approved by the Authority, shall be properly dated and substituted as Exhibit A-1 to this Agreement and as the Exhibit to the Memorandum of Agreement, attached as Exhibit C to this Agreement, without the need for a written amendment of this Agreement.

Within sixty (60) days following the completion of the Required Improvements, Lessee shall cause a survey of the Required Improvements to be prepared at its expense by an licensed surveyor and submitted to Authority, which form of the survey but not the substance therein shall be subject to approval by Authority, which approval shall not be unreasonably

withheld, conditioned or delayed, and if approved by Authority, shall be properly dated and substituted as Exhibit A-1 to this Agreement and as the Exhibit to the Memorandum of Agreement, attached as Exhibit C to this Agreement, without need for a written amendment of this Agreement. All surveys shall be prepared by a Florida Licensed Surveyor in accordance with Florida Administrative Code 5J-17.052 Standards of Practices for boundary surveys, as may be amended.

5.02 Fuel Flowage Fees. Lessee, on behalf of Authority, shall collect Fuel Flowage Fees, currently set at a rate of Nine Cents (\$0.09) per gallon for each gallon of aviation fuel sold by or dispensed anywhere on the Premises by the Lessee, its agents, employees, tenants, sub-tenants, vendors, and suppliers except that, unless otherwise approved in advance in writing by the Authority. Fuel Flowage Fees shall not be collected for Federal or State government owned aircraft.

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

The Authority reserves the right throughout the Term of this Agreement, and any extension thereto, to request additional Fuel Flowage Reports from Lessee and to conduct random inspections of the Premises at any time and at any interval of time to confirm Lessee's compliance with Article 4.02(B) and 4.02(C). Lessee agrees throughout the Term of this Agreement, and any extension thereto, to accommodate all such inspections and to provide the Authority with all such additional Fuel Flowage Reports requested by the Authority within five (5) days, to the address provided in Article 5.07 herein. Unless an emergency exists on the Premises including, but not limited to, a fuel spill of any size, the Authority shall provide Lessee twelve (12) hours' notice before entering the Premises.

5.04 Landing Fees. The Authority reserves the right to assess Lessee and cause Lessee to collect Landing Fees. The Authority reserves the right, in its sole discretion after a public hearing, to impose, modify or discontinue Landing Fees as it deems to be in the best interest of the Authority, provided such action shall apply to all Fixed Base Operators and Specialized Aviation Service Providers.

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

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

be computed as follows:

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

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

5.07 Late Payments. Lessee shall pay the Authority interest at the maximum rate permitted by law, but not more than one and one-half percent (1½ %) per month or eighteen percent (18%) per annum, on any late payments commencing ten (10) days after the amounts are due. To the extent permitted by law, Lessee agrees that acceptance of late payments by the Authority shall not constitute a waiver of Lessee's default by the Authority with respect to such overdue amount, nor prevent the Authority from terminating this Agreement for default beyond applicable cure periods in the payment of rents, fees, or charges due to Authority pursuant to this Agreement, or from enforcing any other provisions, rights, or remedies granted herein or conferred by law. In the event Lessee delivers a worthless check or draft to the Authority in payment of any obligation arising under this Agreement, Lessee shall incur a service charge of One Hundred Dollars (\$100.00) or five percent (5%) of the face amount of such check, whichever is greater, or if Florida Statute Article 832.07 is amended, such other fee as shall be set by Florida State Statute. Lessee shall pay all rents, fees, charges, and all billings required by this Agreement to the following address:

Finance Department
Sarasota Manatee Airport Authority
6000 Airport Circle, Third Floor
Sarasota, FL 34243-2105

5.08 Security Deposit. Prior to the Commencement Date of this Agreement, Lessee shall post a non-interest-bearing security deposit with the Authority equivalent to twelve (12) months of Rent ("Security Deposit"). The Security Deposit shall serve as security for the payment of all sums due to the Authority and secure the performance of all obligations of Lessee to the Authority. The Security Deposit shall be either in the form of a clean Irrevocable Letter of Credit ("Letter of Credit") or Surety Bond ("Bond") in a form and substance reasonably satisfactory to the Authority. In the event of a failure by Lessee to pay any rents, fees, or charges when due, or perform any other term, covenant, or condition of this Agreement, or Lessee incurs a default under this Agreement beyond the applicable cure period, then in addition to all rights and remedies available to the Authority at law or in equity, the Authority shall be entitled to draw on the Security Deposit and apply the same to all amounts owed.

Upon notice of any such draw, Lessee shall immediately replace the Security Deposit with a new Letter of Credit or Bond in the full amount of the Security Deposit required herein. Lessee shall increase the amount of the Security Deposit to reflect any increases in the amounts payable herein within thirty (30) days after notification by the Authority of any such increase. The Security Deposit shall be kept in full force and effect throughout the Term of this Agreement, and any extension thereto, for a period of three (3) months after the termination of this Agreement. Not less than forty-five (45) calendar days prior to any expiration date of a Letter of Credit or Bond, Lessee shall submit evidence in a form satisfactory to the Authority that such a security instrument has been renewed. Failure to renew a Letter of Credit or Bond or to increase the amount of the Security Deposit as required by this Article shall constitute a default of this Agreement, entitling the Authority to all available remedies. The Security Deposit shall not be returned to

Lessee or released by the Authority until all Lessee's obligations under this Agreement have been fulfilled and satisfied.

5.09 Sales and Use Tax. Lessee hereby covenants and agrees to pay monthly to the Authority all sales, use or other taxes imposed pursuant to Florida Statutes, or any imposition in lieu thereof, excluding State and/or Federal Income Tax, franchise taxes, and similar taxes, now or hereinafter imposed upon the Rent or other rents, fees, and charges due and payable by Lessee to the Authority pursuant to this Agreement, notwithstanding that said the statute, ordinance, or other enactment imposing said tax may endeavor to impose the tax upon the Authority to the extent permitted by law.

5.10 Other Taxes and Fees. Lessee shall pay, on or before their respective due dates, all federal, state and local taxes and fees, and all special assessments of any kind, which are now or may hereafter be levied upon the Premises and any Improvements thereon, or the leasehold estate granted pursuant to this Agreement, or upon Lessee, or Lessee's Activities or other business conducted on the Premises, or upon any of Lessee's Required Improvements used in connection therewith, or upon any rentals or other sums payable hereunder, including, but not limited to any ad valorem taxes, based upon Lessee's pro rata share according to the area of the Premises if the Premises do not have their own separate tax bill, and sales or excise taxes on rentals, and personal property taxes against tangible and intangible personal property of Lessee. Notwithstanding, Lessee shall have the right to contest or protest any of the foregoing in accordance with applicable laws, rules, and regulations. The Authority agrees to reasonably cooperate with Lessee in such contest or protest, if any.

The Authority agrees to deliver to Lessee promptly after receiving any such tax bill, but in any event at least thirty (30) days prior to the date such tax bills are due, any tax bills that the Authority receives with respect to the Premises. Lessee shall maintain all current federal, state, and local taxes, licenses and permits required for the operation of Lessee's Activities and other business conducted by Lessee. Lessee shall further pay in full any tax or assessment which arises by reason of Lessee's Activities, use or occupancy of the Premises at any time after the Effective Date. Taxes for any partial calendar year during the Term shall be prorated.

5.11 Common Area Maintenance. The Authority reserves the right to assess and collect from Lessee additional rents, fees, and charges in common with other lessees at the Airport, including, but not limited to, common area maintenance fees as required by the Authority to recover all or any portion of such maintenance costs, which fees shall be assessed based on Lessee's proportionate use with other lessees at the Airport.

5.12 Absolute Net Agreement. This Agreement shall be "triple net" without cost of any kind to the Authority during the Term of this Agreement, or any extension thereto, including, but not limited to, all costs incurred for any taxes, insurance, maintenance, repairs, and improvements, attributable to Lessee's use of the Premises and all Improvements. The Authority acknowledges and agrees that Lessee's contribution for its proportionate share of costs associated with the non-exclusive Off-Site Stormwater Facilities is included in the Rent.

5.13 Rent a Separate Covenant. Lessee shall not withhold or reduce Lessee's required payments to the Authority attributable to any rent, fees, or charges pursuant to this Agreement, except as authorized by Article 3.05(F) and 10.05 of this Agreement. It is expressly understood and agreed to by the Parties to this Agreement that the payment of all rent, fees, and additional rent, if any, pursuant to this Agreement is a covenant independent of all other covenants of the Parties to this Agreement.

5.14 Accord and Satisfaction. In the event Lessee pays any amount that is less than the amount stipulated to be paid under this Agreement, such payment shall be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction.

The Authority may accept payment without prejudice to the Authority's right to recover the balance due or to pursue any other remedy available to the Authority pursuant to this Agreement and under the law.

5.15 Additional Remedies. The Authority shall have all rights granted by this Agreement and afforded to it by law to enforce Lessee's timely payment of all Rent, and all other rents, fees, and charges required to be paid by Lessee to Authority pursuant to this Agreement, as are available to the Authority.

Article 6 - Collection of Airport Fees

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

Article 7 - Records and Reporting

7.01 Accounting Records. Lessee shall prepare and maintain, throughout the Term of this Agreement, and any extension thereto, all books of accounts and records customarily maintained by a Specialized Aviation Service Operator providing Aircraft Sales, Aircraft Management and Charter Operator services and Aircraft Self-Fueling services in accordance with Generally Accepted Accounting Principles (GAAP). Such books of accounts and records shall be retained and be available for five (5) years following the expiration or earlier termination of this Agreement and then be disposed in accordance with Chapter 119 of Florida Statutes, as amended, as if said Chapter controls Lessee. With seven (7) business days prior written notice, the Authority shall have the right during normal working hours to audit and examine all such books of accounts and records relating to Lessee's collection and payment of all rents, fees, and charges payable to the Authority herein up to three (3) times per year. If the books of accounts and records are kept at locations other than the Airport, Lessee shall arrange for them to be brought to a location convenient and acceptable to the Authority's auditors to perform the audits and inspections as provided for in this Article.

7.02 Monthly Accounting. Lessee agrees to provide an accurate accounting to the Authority of the rents, fees, and charges collected pursuant to this Agreement, in a form, manner, and detail reasonably satisfactory to the Authority, on or before the twentieth (20th) day of each month following the month in which the rents, fees, and charges were collected or accrued, which accounting shall be certified by an authorized officer of Lessee. Lessee shall pay the total amount due to the Authority with the accounting, without demand, deduction, or setoff of any kind.

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

to the audit report in accordance with the requirements of this Article shall constitute acceptance of the audit report as issued.

If the results of any audit determine that the amount paid by Lessee to the Authority exceeded the amount required by this Agreement, the Authority shall pay Lessee the full amount of any over payment within thirty (30) days of the Authority's receipt of notice of such over payment. If the results of the audit determine that the amount paid by Lessee to the Authority was two percent (2%) or less than the amount required by this Agreement, Lessee shall pay the Authority the full amount of under payment within thirty (30) days of Lessee's receipt of notice of such under payment. However, if, the results of the audit determine that the amount paid by Lessee to Authority was more than two percent (2%) less than the amount required by this Agreement, Lessee shall pay Authority the full amount of under payment plus interest on the full amount of under payment at the maximum rate permitted by law, up to one and one-half percent (1½ %) per month or eighteen percent (18%) per annum, within thirty (30) days of the Lessee's receipt of notice of such under payment.

Article 8 - Construction of Improvements

8.01 General Requirements. Lessee shall not construct or install any Improvements at or on the Premises without the prior written approval of the Authority's President and Chief Executive Officer, which approval shall not be unreasonably withheld. Said approvals shall be subject to the construction approval process set forth in Article 8.06. Lessee shall always comply with the tenant construction permit process established by the Authority. If Lessee requests permission to make or install Improvements and approval is granted in writing by the Authority, the following conditions shall apply:

- (A) Lessee shall obtain and maintain all required permits and licenses and comply with all applicable zoning laws, building codes, and all other applicable laws, rules, and regulations of any governing body with jurisdiction. At no cost or expense to the Authority, the Authority agrees to cooperate upon the reasonable request of Lessee in obtaining any government permits, licenses, or approvals, including, without limitation, executing any applications as owner of the Premises on Lessee's behalf.
- (B) Prior to any construction within the Premises, all contractors and subcontractors shall be approved by Authority, in its reasonable discretion, and all such contractors and subcontractors shall be required to execute an indemnification agreement in favor of the Authority and provide evidence of sufficient liability insurance to the Authority in a form, manner, and amount acceptable to the Authority.
- (C) All Improvements shall be constructed in accordance with the terms, covenants, and conditions of this Agreement.
- (D) Prior to construction, Lessee shall provide the Authority with a performance and payment bond in an amount equivalent to the estimated total cost of the Required Improvements, which said amount shall account for reasonable potential cost overruns, contingencies, and cost estimate errors.
- (E) Lessee shall pay all financial costs and obligations attributable to the completion of all Improvements.
- (F) Lessee shall ensure the timely performance of all inspections by governmental agencies with appropriate jurisdiction and timely payment of all costs attributable thereto.

- (G) Lessee agrees throughout the Term of this Agreement, and any extension thereto, to maintain at its sole expense the Premises and all Improvements, equipment, and displays thereon in a good state of repair and preservation. Lessee shall be responsible for the cost of all maintenance and repair for any damage to the Premises and all Improvements, and any damage to adjacent land or other improvements caused by Lessee, its agents, or employees. Subject to the provisions of Article 11.02, the Authority shall have the right to inspect the Premises and all Improvements at all reasonable times, provided that the exercise of such a right shall not unreasonably interfere with Lessee's Activities.
- (H) All Improvements constructed or installed on the Premises, including, but not limited to, all infrastructure, structures, pavements, drainage, fencing, lighting, and landscaping, shall comply with all applicable governmental laws, rules, regulations, adhere to standard industry practices, and consist of design and construction materials acceptable to the Authority.
- (I) All Improvements defined below shall comply with all requirements of the Minimum Standards applicable to Lessee's Rights and Privileges granted by this Agreement.
- (J) All aircraft aprons and taxi lane pavements to be constructed on the Premises constructed as part of the Required Improvements, shall be designed in accordance with FAA Advisory Circular 150/5320-6, Airport Pavement Design and Evaluation, as now or hereafter may be amended.

8.02 Required Improvements. Lessee shall be required to construct and install, at its sole cost, including all direct and indirect costs, all buildings and infrastructure, pavements, facilities, equipment, fencing, lighting, safety, and security requirements set forth in the Minimum Standards and Airport Rules and Regulations for the Rights and Privileges granted to Lessee by this Agreement, which Improvements shall include at a minimum the following required improvements (collectively the "Required Improvements").

- (A) Aircraft Hangar. Twenty-Nine Thousand (29,000) square feet of enclosed aircraft hangar storage.
- (B) Aircraft Apron. Twenty-Nine Thousand (29,000) square feet of adjoining aircraft parking apron.
- (C) Administrative and Maintenance Area. One Thousand (1,000) square feet of conditioned administrative and maintenance area.
- (D) Customer Service Area. Twenty-Five Hundred (500) square feet of conditioned customer service area.
- (E) Aviation Fuel Storage. Ten Thousand (10,000) gallons of above ground aviation gasoline and/or turbine fuel storage.
- (F) Vehicle Parking. Approximately 16 vehicle parking spaces, as required by code.

8.03 Minimum Capital Expenditure. Lessee shall invest not less than the following amount in approved design, permitting, and construction costs attributable to the Required Improvements (collectively, the "Minimum Capital Expenditure").

- (A) Required Improvements. Five Million Dollars (\$5,000,000.00), or within five percent (5%) thereof.

- (B) Approved Expenditures. Approved Minimum Capital Expenditure for the Required Improvements shall include all expenditures paid by Lessee and approved by the Authority for labor performed and materials furnished for the design, permitting, and construction of the Required Improvements, subject to approval by the Authority as follows:
- (1) The cost of testing, design, and construction of the Required Improvements, including, but not limited to, the cost attributable to testing, design, and construction of buildings, aprons, taxi lanes, site work, underground utilities, vehicle parking, landscaping, irrigation, lighting, fencing, and security, construction staging areas, payments for professional services, performance bonds, construction bonds, insurance, impact and concurrency fees, construction permits, inspection fees, utility connection fees, surveying and layout costs, environmental inspection, analysis and remediation costs, geotechnical and materials testing, and temporary fencing, lighting and security during construction shall be considered Approved Costs, provided such Approved Costs shall first be reviewed and approved in writing by the Authority to confirm the reasonableness of all such costs based on standard industry practices determined solely by the Authority.
 - (2) Payments for professional services made by Lessee to independent contractors for architectural and engineering services, testing and inspections, and construction management services shall be considered Approved Costs. However, such costs shall be limited to no more than fifteen percent (15%) of the Minimum Capital Expenditure.
 - (3) Only third-party costs, payments made by Lessee, and costs typically capitalized under GAAP, shall be considered Approved Costs.
 - (4) Costs for professional services other than architectural, engineering, environmental, and construction management, as provided above, shall be considered Approved Costs. Administrative fees, legal fees, accountant fees, and financing costs shall not be considered Approved Costs.
 - (5) Financing and interest expenses attributable to any Approved Costs shall not be considered Approved Costs.
 - (6) Administrative, supervisory, overhead, or internal costs of Lessee shall not be considered Approved Costs.
 - (7) Costs incurred by any of Lessee's affiliates, tenants or sublessees shall not be considered Approved Costs.
 - (8) Costs associated with acquisition or installation of aircraft, vehicles, furnishings, trade fixtures, tools, and equipment of any kind, that is not permanently affixed to the Premises, or any other property or personality whatsoever, shall not be considered Approved Costs.
 - (9) Costs of interior design and decorations, decorative treatments, special finishes, special internal and external lighting, special flooring, wall tile, wall coverings, construction photographs, murals, art of any kind and signage not required by local codes and ordinances, shall not be considered Approved Costs.

(10) Costs associated with repairs, alterations, modifications, renovations, or maintenance of all improvements to the Premises existing as of the Effective Date may be considered Approved Cost. Costs associated with repairs, alterations, modifications, renovations, or maintenance of any Required Improvement subsequently constructed on the Premises shall not be considered Approved Costs.

(11) Any costs associated with any Required Improvements shall not be considered Approved Costs unless Lessee has obtained written approval from the Authority prior to incurring such costs.

(C) Amortization of Required Improvements. For purposes of this Agreement, all Approved Expenditures and Improvements shall be amortized over the Term of this Agreement calculated on a straight-line bases with no residual values. In the event of a taking, as provided in Article 3.02 herein, the Authority shall compensate Lessee for the full amount of unamortized value of all Improvements constructed or installed by the Lessee on the Premises.

8.04 Completion of Improvements. Lessee shall not exercise any Rights and Privileges granted to Lessee by this Agreement, conduct any Activities, perform any other activities, or otherwise use the Premises in any manner other than construction, unless and until Lessee first completes the Required Improvement, specified above in this Article, and comply fully with all requirements of the Minimum Standards and Airport Rules and Regulations applicable to Lessee's Rights and Privileges granted by this Agreement. Subject to a Force Majeure Event, or as otherwise expressly provided herein, or approved in writing by Authority for reasons determined solely by the Authority to be beyond the control of Lessee, Construction of all Required Improvements shall be completed not later than twenty-four (24) months following the Effective Date of this Agreement (the "Required Improvements"). A Force Majeure event or delay, if any, shall result in an equivalent extension of time to the 24-month period provided to Lessee for completion of the Required Improvements.

8.05 Pre-Design Submittal Meeting. The Authority shall conduct a pre-design/pre-submittal meeting with the Lessee and Manatee County, Florida officials responsible for permitting the Required Improvements to inform the Lessee beforehand of the County's requirements for permitting and to expedite the County's review of the Lessee's application for a permit for construction. A delay caused by the Authority or the County, if any, shall result in an equivalent extension of the time provided to Lessee for completion of the Required Improvements.

8.06 Construction Approvals. Prior to constructing or installing any Improvements on the Premises, Lessee, without cost to the Authority, shall submit to the Authority detailed preliminary design and construction plans and specifications for the Improvements, including vertical renderings, site map, floor plans, and spec sheets for installations, (collectively hereinafter "Preliminary Plans") consistent with the site plan for the Premises ("Concept Plan"), attached as Exhibit A-2 to this Agreement and in accordance with design and construction standards established by the Authority, as may be amended, for the Authority's preliminary review, revision, comment, and consideration for approval. All Thirty Percent (30%) complete Preliminary Plans, Sixty-Five Percent (65%) complete Preliminary Plans, and One Hundred Percent (100%) complete Preliminary Plans shall be subject to review and written approval by the Authority prior to Lessee proceeding with any design or construction.

The Authority shall review all Preliminary Plans and provide Lessee with a written response within thirty (30) days following receipt of the Preliminary Plans. In the event the Authority fails to provide Lessee with a written response within thirty (30) days, the number of days exceeding thirty (30) days shall be added to the Commencement Date. If the Authority fails to provide a written response to Lessee within forty-five (45) days, said delay shall be deemed to be the Authority's approval of such Preliminary Plans. In the event

the Preliminary Plans are subject to review by a governmental agency with jurisdiction over the Airport, including but not limited to the FAA and/or FDOT where applicable, the timeframe for review shall be extended to the amount of time required for such governmental agency to complete its review. In the event the Authority does not approve the Preliminary Plans, Lessee shall be notified by the Authority of the reasons for disapproval and the necessary revisions required to be made to the Preliminary Plans for further review and consideration for written approval by the Authority. The Preliminary Plans approved or deemed approved by the Authority are hereinafter referred to as the "Plans".

Within one hundred eighty (180) days following Lessee's receipt of a certificate of occupancy or certificate of completion, as applicable, for any Improvements constructed pursuant to this Article, Lessee, at its sole cost and expense, shall have prepared and delivered to the Authority one (1) complete set of as-built drawings of all Improvements to the Premises, in a PDF or other electronic format acceptable to the Authority, and one (1) complete set of Auto CAD files in the latest version acceptable by the Authority. Within one hundred eighty (180) days following completion of the Required Improvements, Lessee shall provide the Authority with a written report detailing the total costs of the Required Improvements including a detailed schedule for each category of the Required Improvements outlined in Article 8.02 above. The report shall be in a form and substance reasonably satisfactory to the Authority which shall be prepared, and certified by an independent Certified Public Accountant, not an employee of Lessee, and include an official opinion regarding the information contained in the report. The report shall not contain a qualified opinion, adverse opinion, or a disclaimer of opinion, as defined by the American Institute of Certified Public Accountants or any successor agency thereto, regarding the information contained in the required report.

8.07 Signage Approvals. No lights, signs, banners, posters, or similar devices shall be constructed, erected, displayed, or maintained by Lessee on or outside the Premises on other areas of the Airport that are visible in any way off the Premises without the prior written consent of the Authority, which consent may be granted or withheld in Authority's sole and absolute discretion. All such lights, signs, banners, posters, or similar devices not approved by the Authority shall be immediately removed at the sole cost of the Lessee upon written demand by the Authority. At the end of the Term, as may be amended, Lessee shall remove all signage from the Premises and repair all damage to the Premises, if any, caused thereby.

8.08 No Liens. Authority's interest in the Premises shall not be subject to any construction, mechanic's, materialman's, tax, laborers, or any other lien, whether the Authority has issued its written approval for the Improvements or not. Lessee shall hold the Authority and its interests in the Premises harmless from any lien thereon. Lessee agrees that nothing contained in this Agreement shall be construed as consent by the Authority to subject the Authority estate or interests to liability under the Construction Lien Law of the State of Florida and the Authority's estate shall not be subject to such liability.

Lessee shall notify all parties providing materials or performing any work relating to any Improvements made by Lessee pursuant to this Agreement. If so, requested by the Authority, Lessee shall file a notice satisfactory to the Authority in the Official Public Records of Authority, stating that the Authority interest shall not be subject to any lien for materials received for the Improvements made by Lessee. If a construction lien is filed against the Premises or other Authority property in connection with any materials provided or work performed by or on behalf of Lessee, Lessee shall satisfy such claim or transfer the same to security within ten (10) days from the date of filing. If Lessee fails to transfer or satisfy such claim within the ten (10) day period provided, the Authority may do so and thereafter Lessee shall be required to promptly reimburse the Authority all costs incurred by the Authority in connection with the satisfaction or transfer of such claim, including attorneys' fees, and Lessee shall promptly pay to Authority without delay all such related costs upon demand, as additional rent.

Article 9 - Title to Improvements

9.01 Title to Improvements. Lessee shall be deemed to be the owner of all Improvements, fixtures, furniture, and equipment constructed or placed on the Premises by Lessee during the Term of this Agreement, or any extension thereto. Upon expiration of the Term or the earlier termination of this Agreement as provided herein, all Improvements, fixtures, furniture, and equipment constructed or placed upon the Premises by Lessee except for any Fuel System, title to which has not previously vested in Authority hereunder, shall become the absolute property of the Authority, and the Authority shall have every right, title, and interest therein, free and clear of any liens, mortgages, and other encumbrances. Upon the request of the Authority, Lessee shall provide the Authority with a bill of sale or other evidence of the transfer of ownership of the Improvements together with evidence satisfactory to the Authority that all Improvement, fixtures, furniture, and equipment are free from all liens, mortgages, and other encumbrances.

9.02 Fuel System. Lessee shall be fully responsible for the ownership, permitting, operation, maintenance and liability of all components of any Fuel System constructed or installed on the Premises, throughout the Term of this Agreement and any extension thereto. Upon expiration or earlier termination of this Agreement, the Authority may, at the Authority's sole option, require that (a) Lessee assign all right, title and interest to the Authority or, at the Authority's option, to a successor lessee or assignee, and thereafter the Fuel System shall become the absolute property of the Authority, or successor lessee or assignee, who shall have every right, title, and interest therein; or (b) remove all or any portion of the Fuel System at the Lessee's sole cost. Such a successor, lessee or assignee, if any, shall be subject to prior approval by the Authority as provided in Article 21 herein. In the event Authority requires assignment of rights, title, and interest in the Fuel System to a third party, Lessee hereby reserves the right to require reasonable indemnification from such third party as to all faults, without recourse and without any representation or warranty, expressed or implied, as to merchantability, condition, fitness, or compliance with applicable governmental requirements. In the event of removal, partial removal, or modification of the Fuel System, Lessee shall provide a detailed closure report signed and sealed by a professional geologist or other environmental assessment prepared by an independent environmental consultant acceptable to the Authority and certified to the Authority, detailing the total scope of work completed and any associated environmental findings. In no event shall underground storage tanks be permitted without the prior express written approval of the Authority.

9.03 Conveyance of Improvements. Notwithstanding any provision of this Agreement to the contrary, upon the expiration or earlier termination of this Agreement, Lessee shall demonstrate to the Authority, in a manner acceptable to the Authority, that all Improvements and utilities on the Premises are functioning effectively and are in compliance with all applicable rules and regulations, including but not limited to all applicable environmental, stormwater, building, fire, safety, and security regulations then in affect.

9.04 Survival of Article. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

Article 10 - Utilities

10.01 Utility Costs. The Authority warrants that it shall provide and maintain all utilities within 100 feet of the Premises. Lessee shall pay for all electricity, water, sewer, refuse, communications, and other utilities services provided to and on the Premises. Metering devices installed by Lessee for any such utilities shall be installed at the sole cost of Lessee and shall become the property of the Authority upon installation unless installed by a third-party utility provider. Extension of utility lines and services to the Premises to meet the needs of Lessee shall be at the sole cost of Lessee and shall become the property of Authority upon installation unless otherwise agreed to in writing by the Parties to this Agreement. If for any reason, except for a force majeure event either Party's actions or failure to act result in damage or

disruption to any utility provided to the Premises, the Party whose actions or failure to act resulted in said damage or disruption shall be responsible for all repairs and the total cost thereof. All repairs, if any, shall be made without delay.

10.02 Storm Water and Sanitary Sewage. Lessee acknowledges that certain improvements on Authority owned land are subject to federal storm water regulations as set forth in 40 CFR Part 122. Lessee agrees to observe and abide by said regulations applicable to Lessee's Improvements and use of the Premises. Lessee shall take all steps necessary to apply for and obtain a storm water discharge permit as may be required by said regulations for Lessee's Improvements at the Airport before using the Authority's non-exclusive Off-Site Stormwater Facilities.

Notwithstanding any other terms, covenant, or conditions of this Agreement, the Authority and Lessee each acknowledge that close cooperation is necessary between the Parties and that all tenants and users of the Authority's non-exclusive Off-Site Stormwater Facilities is required to ensure compliance with any storm water discharge permit terms and conditions, to ensure safety, and to minimize costs. Lessee further acknowledges that it may be necessary from time to time throughout the Term of this Agreement, and any extension thereto, to implement and maintain new "Best Management Practices", as may be directed by the Authority, with other Airport tenants using the non-exclusive Off-Site Stormwater Facilities, to minimize the exposure of storm water to "significant materials" generated, stored, handled, or otherwise used by Lessee on the Premises, as defined in the federal storm water regulations.

The Authority shall provide Lessee written notice of those storm water discharge permit requirements that are in the Authority's storm water permit and the Best Management Practices that Lessee will be required to perform from time to time, including, but not limited to, the certification of non-storm water discharges associated with Lessee's use on the Premises, collection of storm water samples for analysis of contamination collected within the Premises, preparation of storm water pollution prevention plans or similar stormwater management plans, the maintenance of discharge records and other related records, including all applicable deadlines.

Lessee shall notify the Authority in writing within thirty (30) days of receipt of any written notice by the Authority if it disputes any of the storm water discharge permit requirements it is being directed to undertake. If Lessee does not provide such timely notice, Lessee shall be deemed to consent to promptly undertake such requirements. If Lessee provides the Authority timely written notice that it disputes such storm water discharge permit requirements, the Authority and Lessee agree to collectively seek to resolve their differences. However, the Authority reserves the sole right to make the final determination of what is required by the Lessee and Lessee agrees to undertake those storm water discharge requirements and practices imposed by the Authority. Lessee further agrees to undertake those storm water discharge permit requirements for which it has received written notice from any governmental agency charged with enforcement of storm water regulations. Lessee acknowledges that time is of the essence and will make every effort to meet all deadlines that may be imposed on Lessee and Lessee warrants that it will not object to any written notice from the Authority for purposes of delay or avoiding compliance.

The Authority agrees to provide Lessee, at its request, with any nonprivileged information collected and submitted to any governmental entity pursuant to applicable storm water regulations. The Authority shall also provide Lessee with written notice of any breach by Lessee of the Authority's storm water discharge permit, practices, or other provisions of this Article. Lessee agrees to cure promptly any breach caused by Lessee as a direct result of Lessee's use of the Premises. If such a breach is material and thereafter continues without a timely resolve acceptable to the Authority, the Authority reserves the right to terminate this Agreement without further cause.

Lessee agrees to participate in any Authority organized task force or work group established by the Authority to coordinate storm water management activities at the Airport. In addition, Lessee agrees to

participate in Authority's Environmental Compliance Program and to random and periodic inspections upon request by the Authority to monitor the management, handling, storage, and disposal practices associated with any petroleum substances, hazardous substances, or waste materials associated with Lessee's use of the Premises. All such remedies of the Authority regarding environmental requirements set forth herein shall be deemed cumulative in nature and shall survive the termination of this Agreement.

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

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

10.04 Utility Easements. Nothing in this Agreement shall impair any existing utility easements, nor impair the Authority's right of access to any existing utility lines. The Authority reserves the right to grant utility easements, licenses, and rights-of way to others over, under, through, across, or on the Premises; provided, that no such grant may materially interfere with Lessee's existing operations, or any planned or ongoing construction approved by the Authority as required by this Agreement or reduce the value of the Required Improvements defined herein.

10.05 Failure of Utility Systems. Authority shall not be responsible or liable to Lessee for any claims for compensation or any losses, damages or injury whatsoever sustained by Lessee including, but not limited to, those resulting from failure of any water supply, heat, air conditioning, electrical current, or sewerage or drainage facility, except to the extent such loss or damage was caused by the negligence or willful misconduct of the Authority, its agents, employees or contractors, or otherwise affected by Article 768.28, Florida Statutes, or caused by natural physical conditions on the Premises, whether on the surface or underground, including stability, moving, shifting, settlement of ground, or displacement of materials by fire, water, windstorm, tornado, hurricane, act of God or state of war, civilian commotion or riot, or epidemic, or any cause beyond the control of the Authority. Notwithstanding anything herein to the contrary, if Lessee is prevented from using the Premises for three (3) days because of the unavailability, interruption, or failure of the utility service to the Premises due to causes under the reasonable control of the Authority, commencing on the fourth (4th) day after written notice thereof by Lessee is delivered to the Authority, Lessee shall be entitled to a proportional abatement of Rent for each day the Lessee is so prevented from using the Premises.

Article 11 - Maintenance and Repairs

11.01 Maintenance and Repairs. Lessee shall be solely responsible for all repairs and maintenance of the Premises and all Improvements located thereon, whether such repair or maintenance be ordinary or extraordinary, structural, or otherwise. Lessee shall maintain the Premises and all Improvements thereon in good working order and repair throughout the Term of this Agreement and any extension thereto. All maintenance and repairs performed by Lessee shall be of the quality and class equivalent to the original approved construction or installation, to preserve the Premises and all Improvements thereon in good working order and repair, consistent with industry standards. Authority shall not be liable for, or required to perform, any repairs or any maintenance upon the Premises or the Improvements, unless directly related to damage caused by the Authority, or any of its employees, agents,

or contractor's negligence, in which event the Authority shall be responsible to repair all such damage. Without limiting the general requirements specified, Lessee shall:

- (A) Maintain and repair all roofs, doors, windows, walls, pavements, flooring, foundations, equipment, fencing, lighting, fixtures, electrical, heating, cooling, and structural systems, located on the Premises.
- (B) Maintain and repair in a clean and orderly condition all roofs, doors, windows, walls, pavements, flooring, foundations, equipment, fencing, lighting, fixtures, electrical, heating, cooling, and structural systems, located on the Premises on any part of the Premises that is open to or visible by the public.
- (C) Maintain and repair all interior and exterior surfaces in painted, clean and attractive conditions, without signs of chipping, cracking, or excessive fading.
- (D) Provide, maintain, and repair all obstruction lights, fire protection, safety and security fencing, equipment and all other devices of every kind required by law, whether by rule, regulation, ordinance, or directive of any governmental agency with jurisdiction.
- (E) Maintain and repair all aircraft pavements and vehicle pavements on the Premises, including the cleaning and removal of all oil, gasoline, grease, lubricants, chemicals, and other substances capable of having a corrosive, detrimental, or dangerous effect on the pavement.
- (F) Maintain and repair all landscaping and irrigation systems in an efficient and effective manner to ensure the health and vitality of all lawns, trees, plants, and shrubs.
- (G) Maintain and repair all soil and drainage conditions, and anti-erosion measures including, but not limited to, cleaning gutters, swales and ditches, planting and replanting lawns, trees, plants, and shrubs as necessary to maintain proper soil and drainage conditions for all unpaved portions of the Premises.
- (H) Maintain and repair of all utilities that are now or subsequently located on the Premises that are used exclusively by Lessee or any of its sublessees, including, but not limited to, all supply lines for water, gas, sanitary sewer, stormwater drainage, electrical power, telephone, data, and telecommunications.
- (I) Maintain, repair, paint, and keep clean all signage serving the Premises, located on and off the Premises.
- (J) Prevent any use of the Premises that could cause or result in creating excessive smoke, dust, debris, smog, or other air pollutant of any kind to be blown about or raised into the air that could be ingested by people or aircraft.

11.02 Inspections. Except for the need to address any emergency or other similar exigency, the Authority, with forty-eight (48) hours prior written notice to Lessee, shall have the right to enter the Premises during Lessee's normal business hours to inspect the Premises and all Improvements located thereon for the purpose of determining if Lessee's compliance with the terms, covenants, and conditions of this Agreement. In the event Lessee is deemed not in compliance with any term, covenant, or condition of this Agreement, as reasonably determined by the Authority, the Authority shall provide Lessee with written notice of such noncompliance. Upon receipt thereof, Lessee shall immediately take corrective action to remedy such noncompliance to the satisfaction of the Authority. If corrective action is not initiated and

pursued in a diligent manner through to completion within ten (10) days following receipt of written notice by the Authority, the Authority may take corrective action, provided that the Authority shall not be required to cause the same to be accomplished. If the Authority takes any corrective action, Lessee shall assume and be fully liable to the Authority for payment of all costs incurred by the Authority by its actions, plus a fifteen percent (15%) administrative overhead fee, which fee shall be considered additional rent and reasonable compensation due and payable to the Authority within thirty (30) days following written notice by the Authority.

11.03 Testing of Fire Systems. Lessee shall maintain and repair all sprinkling systems, extinguishing systems, and fire prevention apparatus located on the Premises in compliance with all applicable rules and regulations. From time to time, and as often as requested or required by the Authority or any governmental agency with appropriate jurisdiction, Lessee shall conduct water pressure, water flow, and performance tests of all sprinkling systems, extinguishing systems, and fire prevention apparatus located on the Premises to continually ensure proper function and reliability.

11.04 Disposal of Refuse. Lessee shall promptly remove from the Premises or otherwise promptly dispose of in a timely manner approved by Authority all refuse, waste, garbage, debris, and non-hazardous materials, whether solid or liquid, arising out of the occupancy and use of the Premises and any operations conducted thereon. All refuse, waste, garbage, debris, and non-hazardous waste materials may be temporarily stored on the Premises in suitable garbage and waste receptacles made of metal and equipped with tight fitting doors and covers designed to contain the material deposited therein safely and securely.

Article 12 - Operational Standards

12.01 Minimum Standards. Lessee covenants and agrees to observe and obey, and to require all of Lessee Parties to observe and obey the Airport Minimum Standards for Aeronautical Activities, pertaining to Lessee's Activities, including any amendments and supplements thereto, published and displayed on the Authority's website regulating Lessee's Activities and conduct on the Premises as may be promulgated from time to time by the Authority throughout the Term of this Agreement, as may be amended. The obligation of Lessee to require such observance and compliance on the part of the Lessee Parties shall always apply while such Lessee Parties are on any portion of the Premises. In the event of any inconsistency between the Minimum Standards and the terms of this Agreement, the terms of this Agreement shall control.

12.02 Rules and Regulations. Lessee covenants and agrees to observe and obey, and to require all of Lessee Parties to observe and obey all Airport Rules and Regulations and directives of the Authority, including any amendments and supplements thereto, published and displayed on the Authority's website regulating Lessee's Activities and conduct on the Premises as may be promulgated from time to time by the Authority throughout the Term of this Agreement, as may be amended. The obligation of Lessee to require such observance and compliance on the part of the Lessee Parties shall always apply while such Lessee Parties are on any portion of the Premises. In the event of any inconsistency between the Rules and Regulation and the terms of this Agreement, the terms of this Agreement shall control.

12.03 Permits and Licenses. Lessee agrees that it shall, at its sole cost, obtain, comply with, and maintain current all required permits, licenses, certifications, and other governmental authorizations required for Lessee's Activities conducted on the Premises and at the Airport. Upon the written request of the Authority, Lessee shall immediately provide the Authority with copies of all such permits, licenses, certifications, and authorizations requested by the Authority pursuant to this Article.

12.04 Conduct of Lessee. Lessee shall perform its Activities in a professional, orderly, and commercially prudent manner, consistent with the nature of such operations so as not to unreasonably

interfere with the activities of other tenants and users at the Airport.

12.05 Conduct of Lessee Parties. Lessee shall control all conduct, demeanor, and appearance of Lessee parties on the Premises and, upon reasonable objection by the Authority concerning any conduct, demeanor, or appearance of any such parties, shall immediately take all reasonable steps necessary to remove the cause of the objection.

12.06 Nuisances. Lessee shall not commit any physical nuisance on the Premises and shall not do or permit Lessee's Parties to do anything which would create or require maintenance of such nuisance on the Premises. Lessee shall not create nor permit to be caused or created upon the Airport or the Premises any kind of aberrant obnoxious odor, smoke, noxious gases, fumes, or vapors. The creation of exhaust fumes by the operation of internal combustion engines shall not be a violation of this Agreement, provided such engines are well maintained and operated in a visibly clean and proper manner.

12.07 Noise and Vibrations. Lessee shall comply with the noise mitigation measures established by the Authority to mitigate the noise impacts of Lessee's operations outside the boundaries of the Airport, such as utilizing designated areas for engine run-up activities. Notwithstanding, the Authority also recognizes that Lessee's Activities necessarily involve the generation of Aircraft noise and Lessee shall not be precluded from using the Premises for Lessee's Activities. Lessee acknowledges that noise and vibration are inherent to the operation of the Airport and hereby releases the Authority from all liability relating to any noise and vibrations.

12.08 Hazardous Activities. Lessee shall not do or permit to be done any act or thing to occur on the Premises that:

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

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

12.10 Overloading Paved Areas. Lessee shall not overload any Aircraft pavement, vehicle pavement, hangar or office floor or other paved area on the Premises or at the Airport and shall promptly repair any paved area or floor, including supporting members, damaged by any overloading.

12.11 Derelict Aircraft. Lessee shall not permit the temporary or permanent storage of any Derelict Aircraft on the Premises without an active repair contract or work order that is being diligently performed. Derelict Aircraft shall be removed by Lessee from the Premises and the Airport within thirty (30) days after written notice by the Authority. If requested by the Authority, Lessee agrees to provide copies of any active repair contract or work order that is being diligently performed on any derelict aircraft. If Lessee fails to provide the Authority with satisfactory copies of an active repair contract or work order that is being diligently performed within ten (10) business days after the date of the Authority's request, such Derelict Aircraft shall be removed from the Premises and the Airport by Lessee within thirty (30) days following written request by the Authority.

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

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

12.14 Limousines and Rental Cars. Lessee shall allow limousine and rental car companies that are authorized by the Authority to operate at the Airport free ingress to and egress from the Premises to serve the public. Lessee and its sublessees shall only use limousine and rental car companies at the Premises that have obtained all required licenses and permits from the Authority to provide such services at the Airport. Lessee shall use only authorized limousine and rental car companies at the Premises unless prior written approval by the Authority is issued to Lessee to use off-airport limousine and rental car companies, which approval shall not be unreasonably withheld.

Lessee shall submit any request to use off-airport limousine and rental car companies in writing to the Authority and indicate why the Authority authorized limousine and car companies are unable to provide services to Lessee. Lessee shall use all reasonable commercial efforts to ensure its tenants, sublessees, visitors, and guests use the Authority authorized limousine and rental car companies. Notwithstanding, Lessee does not guarantee that its tenants, sublessees, visitors, and guests shall use only Authority authorized limousine and rental car companies.

12.15 Vending Machines. Except as specifically authorized by this Agreement, Lessee shall not place any vending machines or similar devices including, but not limited to, beverage, food, or other commodities dispensers, on the exterior of any building or improvement on the Premises without the prior written approval of the Authority, which approval shall not be unreasonably withheld by Authority.

Article 13 - Federal and State Regulations

13.01 Required Compliance. Lessee shall throughout the Term of this Agreement, and any extension thereof, always remain in compliance with all applicable federal and state statutes, regulations, rules, rulings, orders, ordinances and directives of any kind or nature, as now exist or are hereafter amended or promulgated, related to Lessee's Activities at the Airport including, but not limited to all Federal Aviation Administration Advisory Circulars, Orders and Directives, Airport Rules and Regulations.

13.02 Federal Review. Lessee acknowledges this Agreement may be subject to review or inspection by the FAA to determine satisfactory compliance with federal law or grant assurances and agrees that this Agreement shall be in full force and effect and binding upon the Parties hereto pending such review or inspection by the FAA, if applicable; provided, however, that upon such review or inspection the Parties hereto agree to modify any of the terms, covenants, or conditions of this Agreement which shall be determined by the FAA to be in violation of existing laws, regulations, grant assurances or other requirements. In the event any rates, fees, or charges payable by Lessee pursuant to this Agreement are determined by the FAA to be in violation of existing laws, regulations, grant assurances, or other requirement, each Party shall have the right without further cause, upon written notice to the other Party to terminate this Agreement without any right or obligation held by or owed to either Party thereafter.

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

13.04 Americans with Disabilities Act. Lessee shall comply with all applicable requirements of the Americans with Disabilities Act and the State of Florida Accessibility Requirements Manual (“ADA”), and all applicable regulations, and similar or successor laws, rules, and regulations, ordinances, and directives including cooperation with Authority, concerning the accessibility to and from the Premises for its intended use. In a like manner, the Authority shall comply with all applicable requirements of the ADA concerning its duty to maintain reasonable access to and from the Premises.

13.05 Fair Labor Standards Act. All contracts and subcontracts that result from this Agreement shall incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Lessee has responsibility to monitor compliance with the referenced statute or regulation and shall address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

13.06 Occupational Health and Safety Act. All contracts and subcontracts that result from this Agreement shall incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

13.07 Public Entity Crimes. As provided in Article 287.132-133, Florida Statutes, by entering, into this Agreement or performing any work in furtherance hereof, Lessee certifies that it, its affiliates, tenants, subtenants, contractors, subcontractors, vendors, suppliers 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 thirty-six (36) months immediately preceding the Effective Date of this Agreement. This notice is required by Article 287.133(3)(a), Florida Statutes. The Authority, before it executes this Agreement, shall require Lessee to supply the Authority with a Sworn Statement on Public Entity Crimes, attached hereto and incorporated herein as Exhibit B, with a certified copy of the entity resolution authorizing the execution of this Agreement by Lessee.

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

13.09 Fire and Safety Regulation. Lessee shall conduct all Activities on the Premises in a safe, efficient, and orderly manner and shall comply with all safety and security standards and requirements imposed by all applicable federal, state, and local laws, rules and regulations, ordinances and directives applicable to Lessee’s Activities, now or hereafter promulgated by the Authority or any governmental agency with appropriate jurisdiction and shall require the observance thereof by Lessee’s tenants, subtenants, contractors, subcontractors, agents, and vendors, and all other persons transacting business

with or for Lessee resulting from, or in any way related to, the Lessee's use of the Premises. Lessee shall procure and maintain such fire prevention and extinguishing devices as required by the Authority and by law and shall always be familiar with and comply with the fire regulations and orders of the Authority and all applicable federal, state, and local laws, rules, and regulations. Lessee agrees that neither Lessee, nor Lessee's tenants, subtenants, contractors, subcontractors, agents, and vendors, and all other persons transacting business with or for Lessee resulting from, or in any way related to, Lessee's use of the Premises, shall require any personnel engaged in the performance of Lessee's Activities or other use of the Premises to work in or under working conditions which are unsanitary, hazardous, or dangerous in any way to the health or safety of any person, as determined by standards adopted pursuant to the Occupational Safety and Health Act of 1970, as now or hereafter amended, as well as all applicable federal, state and local laws, rules, regulations, and orders relative to occupational health and safety.

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

13.11 Right of Flight. Authority reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft now known or hereafter used, for navigation of or flight in said airspace for landing on, taking off from, or operating on the Airport.

13.12 Height Restriction. Lessee expressly agrees for itself, its successors, and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such a height to comply with Title 14, Part 77, of the Code of Federal Regulations, as now or hereafter amended.

13.13 Hazardous Wildlife. Lessee acknowledges that water detention and retention areas are considered wildlife attractants and Lessee shall request the written approval of the Authority prior to constructing a water detention or retention area within the Premises. If approved by the Authority, water detention or retention areas shall follow the site design and construction requirements of the Authority. Lessee further agrees to comply with all provisions of Federal Aviation Administration Advisory Circular No. 150/5200-33-B, and all other applicable federal and state laws as now or hereafter amended, as such circulars and laws are interpreted by the Authority.

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

Article 14 - Civil Rights Regulations

14.01 General Civil Rights Provisions. In all its Activities within the Airport, the Lessee agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from

Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If the Lessee transfers this Agreement to another, the transferee is obligated in the same manner as the Lessee. The above provision obliges the Lessee for the period during which the Premises is used or possessed by the Lessee and the Authority remains obligated to the Federal Aviation Administration.

14.02 Title VI List of Pertinent Nondiscrimination Acts and Authorities. The Lessee, for itself, its assignees, and successors in interest (collectively referred to as the "Lessee") agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- (A) Title VI of the Civil Rights Act of 1964 (42 USC § 2000 d *et seq.*, 78 stat. 252) (prohibits discrimination based on race, color, national origin).
- (B) 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964).
- (C) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- (D) Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination based on disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance).
- (E) The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination based on age).
- (F) Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex).
- (G) The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not).
- (H) Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination based on disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38.
- (I) The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination based on race, color, national origin, and sex).
- (J) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensure nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations).
- (K) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes

discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)].

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

14.03 Covenants Running with the Land.

- (A) Lessee, for its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby acknowledge and agree as a covenant running with the land that:
- (1) In the event any facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all requirements imposed by the nondiscrimination acts and regulations listed in the Nondiscrimination Authorities, as hereinafter defined, and as may be amended, such that no person on the grounds of race, color, national origin, ethnicity, gender, religion, or age will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 - (2) No person on the grounds of race, color, national origin, ethnicity, gender, religion, or age will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Authority property, including, but not limited to, the Premises.
 - (3) In the construction of Improvements on, over, or under the Premises and the furnishing of services thereon, no person on the ground of race, color, national origin, ethnicity, gender, religion, or age will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
 - (4) Lessee will use the Premises in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Authorities.
- (B) In the event of breach of any of the above nondiscrimination covenants, Authority shall have the right to terminate this Agreement and to enter and repossess the Premises and hold the same as if this Agreement had never been made or entered. This Agreement shall not be terminated pursuant to this Article until the procedures of 49 CFR Part 21 are followed and completed, including the exercise or expiration of appeal rights.
- (C) For purposes of this Article, the term "Non-Discrimination Authorities" includes, but is not limited to, the non-discrimination statutes, regulations and authorities listed in Appendix "E" of Appendix "4" of FAA Order 1400.11, Non-discrimination in Federally Assisted Programs at the Federal Aviation Administration, as may be amended.

14.04 Non-Discrimination in Contracts. In all its Activities at the Airport, Lessee agrees to comply with pertinent statutes, executive orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights

Act of 1964. If the Lessee transfers this Agreement to another, the transferee is obligated in the same manner as the Lessee. The above provision obligates the Lessee for the period during which the Land is used or possessed by the Lessee and the Authority remains obligated to the Federal Aviation Administration.

Article 15 - Environmental Regulations

15.01 Hazardous Substances. Lessee acknowledges, covenants and agrees to comply with all environmental regulations affecting Lessee's use and occupancy of the Premises and Improvements thereon including, but not limited to, the following:

- (A) Notwithstanding any other provision of this Agreement to the contrary, Lessee hereby expressly covenants, that Lessee is knowledgeable of, and shall comply with, all Environmental Laws applicable to Lessee's Activities and use of the Premises.
- (B) Lessee acknowledges and understands that its Activities and use of the Premises pursuant to this Agreement may involve the generation, processing, handling, storing, transporting and disposal of Hazardous Substances, which are, or may be, subject to regulatory control under applicable Environmental Law. Lessee expressly covenants, warrants, guarantees, and represents that it is fully qualified to handle and manage the disposal of all such Hazardous Substances safely and in full compliance with all applicable Environmental Law.
- (C) Lessee hereby expressly acknowledges and accepts full responsibility and complete liability for complete compliance with all such applicable Environmental Laws in the handling and disposal of any and all Hazardous Substances resulting from or arising out of Lessee's Activities conducted on the Premises, and Lessee shall, prior to commencement of any such Lessee's Activities pursuant to this Agreement, secure any and all permits, and properly make all necessary notifications as may be required by any and all governmental agencies having jurisdiction over Lessee's Activities or the subject matter thereof. Lessee further covenants to the Authority that Lessee, its tenants, employees, and agents have been or shall be properly trained in the handling of all such Hazardous Substances prior to Lessee's commencement of any Activities on the Premises, and that such training, at a minimum, shall comply with all applicable Environmental Laws.
- (D) Lessee shall promptly provide to the Authority satisfactory documentary evidence of all such requisite legal permits and notifications, as herein required and as may be further be required, immediately upon request, from time to time by the Authority.
- (E) If Lessee is deemed to be a generator of Hazardous Substances, as defined by applicable Environmental Law:
 - (1) Lessee shall obtain an EPA identification number and shall comply with all requirements imposed upon a generator of Hazardous Substances, including, but not limited to, ensuring that the appropriate transportation and disposal of such Hazardous Substances are conducted in compliance with all applicable Environmental Laws.
 - (2) Lessee shall maintain an accurate inventory list, including names and quantities, of all Hazardous Substances, whether stored, disposed of, or recycled, and all hazardous waste manifests, of which inventory list and all manifests shall be immediately available for inspection at any time on the Premises by the Authority.

- (3) Lessee shall notify the Authority, and all such other appropriate agencies as required by law or as the Authority may designate, from time to time, of all Hazardous Substance, environmental hazardous waste, toxic, flammable, or other pollutant activities occurring on the Premises so that it shall be included as an Authority Generator of such Hazardous Substances.
- (4) Lessee shall provide to the Authority, and to all appropriate governmental entities having jurisdiction, thereover, the name and telephone number of Lessee's emergency coordinator in case of any spill, leak, or other emergency involving any Hazardous Substance, environmental hazardous waste, toxic, flammable, and/or other pollutant materials.
- (F) Lessee shall be strictly liable for, and hereby expressly assumes complete responsibility for all environmental controls, monitoring, clean-up, disposal, restoration, corrective measures, fines, and citations, resulting from or in any way connected with the use, handling, storage, and/or disposal of Hazardous Substances by Lessee and Lessee's tenants, subtenants, contractors, subcontractors, vendors, agents, and employees, on or from the Premises. All such remedies of the Authority affecting the environmental requirements as set forth herein shall be deemed cumulative in nature and shall survive the expiration or earlier termination of this Agreement. Lessee agrees to protect, defend, reimburse, indemnify, and hold Authority, its members, employees and agents, harmless from and against all Damages arising from, resulting out of or in any way caused by or connected to Lessee or Lessee's tenants, subtenants, contractors, subcontractors, vendors, agents, and employee's failure to comply with all applicable Environmental Laws. Lessee understands that this indemnification is in addition to and is a supplement to Lessee's indemnification agreement set forth in Article 18 above. Lessee acknowledges the broad nature of this indemnification and hold-harmless clause and understands that the Authority would not enter this Agreement without the inclusion of such clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by the Authority in support of this indemnification in accordance with laws of the State of Florida. The obligations arising under this Article shall survive the expiration or earlier termination of this Agreement.

15.02 Clean Air and Water Pollution Control. Lessee agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671 q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Lessee agrees to report any violation to the Authority immediately upon discovery. The Authority assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Lessee shall include this requirement in all contracts that exceed \$150,000.

15.03 End of Term Assessment. At least thirty (30) days, but no more than ninety (90) days, prior to the expiration or earlier termination of the Agreement, Lessee shall cause a Phase I environmental assessment ("Phase I ESA") of the Premises to be prepared and delivered to Authority. If the Phase I ESA indicates that there is a potential that an environmental condition may exist on the Premises, or an adjacent property based on activities that have occurred or are occurring on the Premises by or through Lessee, Lessee shall promptly cause a Phase II environmental assessment ("Phase II ESA") of the Premises to be prepared and delivered to the Authority. The Phase I ESA and Phase II ESA shall be prepared by a professional geologist or engineer licensed by the State of Florida, acceptable to Authority, and shall meet the standards of practice of the American Society of Testing and Materials, to determine the existence and extent, if any, of Hazardous Substances on the Premises. The Phase I ESA and Phase II ESA shall state that the Authority is entitled to rely on the information set forth therein. The Phase I ESA and Phase II ESA

shall be prepared and delivered to Authority at Lessee's sole cost. Phase II ESA must address any potential environmental conditions or areas of contamination identified in the Phase I ESA. To the extent the environmental conditions and/or contamination identified in the environmental assessments are a result of Lessee Parties' Activities or use of the Premises, Lessee shall, at its sole cost, promptly commence and diligently pursue to completion any assessment, remediation, clean-up and/or monitoring of the Premises necessary to bring the Premises into compliance with all Environmental Laws. The requirements of this paragraph shall be in addition to any other provisions of the Agreement relating to the condition of the Premises and shall survive the termination or expiration of the Agreement.

Article 16 - Insurance Requirements

Lessee shall, at its sole expense, maintain in full force and effect, throughout the Term of the Agreement, the insurance limits, coverages, and endorsements required herein for Lessee's use of the Premises, all other areas of the Airport, and its use of and impact to the non-exclusive Off-Site Stormwater Facilities. Neither the requirements contained in this Article nor the Authority's review or acceptance of any insurance certificate furnished by Lessee shall in any manner limit or qualify the liabilities and obligations assumed by Lessee under this Agreement. If the Minimum Standards or Airport Rules and Regulations impose more strenuous requirements, the Lessee shall comply with the Minimum Standards and Airport Rules and Regulations.

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

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

16.03 Commercial Auto Liability. Lessee shall maintain Commercial Automobile Liability Insurance with limits of liability not less than One Million Dollars (\$1,000,000) each occurrence for owned, non-owned and hired automobiles without access to the Airport Operations Area (AOA). Lessee shall maintain Commercial Automobile Liability Insurance with limits of liability not less than Five Million Dollars (\$5,000,000) each occurrence for owned, non-owned and hired automobiles granted access to the AOA. If Lessee transports fuel the policy must include CA 99 48 Pollution Liability, Broadened Coverage for Covered Autos, Commercial Auto, Motor Carrier, and Truckers Coverage Forms Endorsement or equivalent. This coverage may be satisfied by way of endorsement to the Commercial General Liability policy, or a separate Commercial Auto Liability policy. This coverage shall be provided on a primary basis. In the event Lessee has no owned automobiles, Lessee shall maintain only Hired and Non-Owned Auto Liability Insurance with the same limits if coverage. All coverage required by this Article shall be provided on a primary basis.

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

16.05 Storage Tank Third-Party Liability and/or similar Environmental Impairment Liability. Lessee shall maintain Third-Party Storage Tank Pollution Liability Insurance, or similar Environmental Impairment Liability Insurance at a minimum limit not less than One Million Dollars (\$1,000,000) each occurrence at each location and Two Million Dollars (\$2,000,000) aggregate at each location providing

coverage for damages against, but not limited to, third-party liability, clean up, corrective action including assessment, remediation, and defense costs. In the event the policy includes a self-insured retention or deductible more than One Hundred Thousand Dollars (\$100,000), Lessee shall provide a copy of Lessee's most recent annual report or audited financial statements to Authority for review and Authority reserves the right to reject or require a higher self-insured retention or deductible based on Lessee's financial condition.

16.06 Umbrella or Excess Liability. In addition to all other insurance requirements, Lessee shall maintain Excess Liability insurance coverage with a minimum /limit of Ten Million Dollars (\$10,000,000.00) for all Activities performed by Lessee at the Airport. Lessee may satisfy the minimum limits required above for Commercial General Liability/Airport Liability and/or Commercial Auto Liability and/or Environmental Impairment Liability coverage with Umbrella or Excess Liability Insurance. The Umbrella or Excess Liability policy shall have an aggregate limit no less than the highest "each occurrence" limit for either the Commercial General Liability/Airport Liability, Commercial Auto Liability or Environmental Impairment Liability policy. The Authority shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability policy unless the Certificate of Insurance notes the Umbrella or Excess Liability policy provides coverage on a "Follow-Form" basis.

16.07 Property, Wind, and Flood Insurance. Lessee shall maintain, subject to reasonable deductibles approved by the Authority, the following Property, Wind, and Flood Insurance.

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

16.08 Additional Insured Endorsement. Lessee shall endorse Authority as an "Additional Insured" on each liability insurance policy required to be maintained by Lessee, except for Worker's Compensation and Commercial Auto Liability policies. The CG 2011 Additional Insured - Managers or Lessors of Premises or its equivalent, shall be an endorsement to the Commercial General Liability policy. Other policies, when required, shall provide a standard "Additional Insured" endorsement offered by the insurer. The "Additional Insured" endorsements shall provide coverage on a primary basis. "Additional Insured" endorsements shall read "Sarasota Manatee Airport Authority Board, an Independent Special District of the State of Florida, its Members, Officers, Employees, Agents, and Volunteers, c/o Sarasota Manatee Airport Authority, 6000 Airport Circle, Third Floor, Sarasota, Florida 34243-2105".

16.09 Loss Payee Endorsement. Lessee shall endorse Authority as a “Loss Payee” on the Property, Flood, and Windstorm insurance policies. “Loss Payee” endorsements shall provide coverage on a primary basis and shall read “Sarasota Manatee Airport Authority Board, c/o Sarasota Manatee Airport Authority, an Independent Special District of the State of Florida, its Members, Officers, Employees, Agents and Volunteers, c/o 6000 Airport Circle, Third Floor, Sarasota, Florida 34243-2105”.

16.10 Certificates of Insurance. Prior to the Commencement Date, Lessee shall provide the Authority with a certificate of insurance, or certificates of insurance, evidence of all limits, coverages and endorsements required herein. All certificates of insurance shall include a minimum of thirty (30) days’ notice due to cancellation or non-renewal of coverage. In the event coverage is cancelled or is not renewed during the Term of this Agreement, or any extension thereto, Lessee shall provide Authority with a new certificate of insurance or certificates of insurance evidencing replacement coverage not later than thirty (30) days prior to the expiration or cancellation of the coverage. The certificate holder’s name and address shall read “Sarasota Manatee Airport Authority Board, an Independent Special District of the State of Florida, its Members, Officers, Employees, Agents and Volunteers, c/o Sarasota Manatee Airport Authority, 6000 Airport Circle, Third Floor, Sarasota, Florida 34243-2105.

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

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

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

16.14 Right to Review or Adjust Insurance. The Authority may review, modify, reject, or accept any required policies of insurance, including, but not limited to, limits, coverages, or endorsements, required by this Article from time to time throughout the Term of this Agreement, and any extension thereto. The Authority may also reject any insurer or self-insurance plan providing coverage because of poor financial condition or failure to operate legally. In such an event, the Authority shall provide Lessee with a written notice of rejection, and Lessee shall comply within thirty (30) days of receipt of the notice.

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

Article 17 - Damage, Destruction or Condemnation

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

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

Notwithstanding anything herein to the contrary, in the event of substantial damage to the Premises where the cost to repair said damage would exceed fifty percent (50%) of the total replacement cost of the Improvements, and the Leasehold Mortgagee requires the receipt of 50% or more of the insurance proceeds, Lessee shall have the right to terminate this Agreement by ninety (90) days prior written notice to the Authority, in which case Lessee shall remove all Improvements and debris from the Premises within ninety (90) days after said termination. Further notwithstanding anything herein to the contrary, in the event of substantial damage to the Premises where the cost to repair would exceed fifty percent (50%) of the total replacement cost of the Improvements, that occurs during the last five (5) years of the Term, Lessee shall have the right to terminate this Agreement by ninety (90) days prior written notice to the Authority, in which case Lessee shall remove all Improvements and debris from the Premises within ninety (90) days said the termination, and deliver all related insurance proceeds received by Lessee to the Authority, less the costs incurred by Lessee to remove all Improvements and debris from the Premises.

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

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

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

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

17.05 Evacuation and Hurricane Plan. To mitigate damage and destruction caused by tropical storms and hurricanes, within thirty (30) days following a written request by the Authority, Lessee shall provide the Authority with emergency evacuation and hurricane plan, which plan shall be consistent with the Authority's Emergency Evacuation and Hurricane Plan for the Airport. Lessee's plan shall include detailed procedures and actions to be taken by Lessee, its sublessees, and employees if an evacuation directive is issued by the Authority or a hurricane alert warning is issued and in effect. Lessee shall review and update its plan annually, or more frequently as may be requested by the Authority.

17.06 Personal Property. The Authority shall not be liable for any damage, destruction or loss of any personal property placed on or brought on to the Premises. All personal property placed on or brought on to the Premises shall be at the sole risk of Lessee and the Authority shall not be liable for any damage, destruction or loss thereto, except to the extent such damage, destruction or loss was caused by the negligence of the Authority, as limited or otherwise affected by Article 768.28, Florida Statutes.

Article 18 - Indemnification

To the extent permitted by law, Lessee shall protect, defend, reimburse, indemnify and hold harmless the Authority, its members, employees, agents and contractors, individually and collectively, at all times from and against any and all liability, losses, expenses, costs, suits, claims, judgments, fines and

damages, including reasonable attorney fees and court costs at trial and appellate levels, and causes of action of every kind and character, hereinafter collectively referred to as, "Damages", or in which the Authority is named or joined, arising out of Lessee's use or occupancy of the Premises or the Airport, 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 person, agent, or employee of any party, and any third party or other person whomsoever, or any governmental agency, arising out of or incident to or in connection with the condition of the Premises caused by Lessee's acts, omissions, or Activities at the Airport, or the performance, non-performance or purported performance of Lessee or any breach by Lessee of the terms, covenants, and conditions of this Agreement, except to the extent that such damages were caused by the negligence or willful misconduct of the Authority, its agents, employees or contractors, in compliance with Article 768.28, Florida Statutes. Lessee acknowledges the broad nature of this indemnification and hold-harmless clause and understands that the Authority would not enter into this Agreement without the inclusion of such clause, and voluntarily make this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by the Authority in support of this indemnification in accordance with the laws of the State of Florida. Said indemnification shall not include gross negligence or willful misconduct of the Authority. This Article shall survive the expiration or earlier termination of this Agreement.

Article 19 - Disclaimer of Liability

THE AUTHORITY HEREBY DISCLAIMS, AND LESSEE HEREBY RELEASES THE AUTHORITY, ITS ELECTED OFFICIALS, EMPLOYEES AND AGENTS FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT, INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE, FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY LESSEE OR LESSEE PARTIES DURING THE TERM OF THIS AGREEMENT, OR ANY EXTENSION THERETO, FOR LOSS, DAMAGE OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF LESSEE OR LESSEE PARTIES THAT MIGHT BE LOCATED OR STORED ON THE PREMISES. FURTHERMORE, LESSEE ACKNOWLEDGES AND AGREES THAT ITS RELIANCE OR USE OF ANY INFORMATION PROVIDED BY THE AUTHORITY, WHETHER PREPARED OR PROVIDED BY THE AUTHORITY OR OTHERWISE, IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT 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. SAID INDEMNIFICATION SHALL NOT APPLY TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE AUTHORITY.

Article 20 - Default and Remedies

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

- (A) The abandonment of the Premises by Lessee, except due to a force majeure event resulting in the loss of all or most Improvements on the Premises that prevent their intended use by the Lessee, as the term abandonment is defined under applicable law.
- (B) The failure by Lessee to pay rent, fees, or charges or any other payment required to be made by Lessee to the Authority pursuant to this Agreement as and when due, where such failure shall continue for a period of ten (10) days after written notice from the Authority that such payment is due.
- (C) The failure by Lessee to maintain in full force and effect, the insurance limits, coverages, waivers, and endorsements required by this Agreement.

- (D) The failure by Lessee to observe or perform any other covenants, conditions, or provisions of this Agreement to be observed or performed by Lessee, for a period of thirty (30) days after written notice thereof from the Authority; provided, however, that it shall not be a default hereunder if such failure cannot reasonably be cured within such 30-day period and Lessee commences a cure within such 30-day period and diligently pursues the cure through to completion without delay.
- (E) To the extent permitted by law: (a) the making by Lessee or any guarantor thereof of any general assignment, or general arrangement for the benefit of creditors; (b) the filing by or against Lessee of a petition to have Lessee adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy, unless, in the case of a petition filed against Lessee, the same is dismissed within ninety (90) days; (c) the appointment of a trustee, receiver or other administrative fiduciary to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Agreement, where possession is not restored to Lessee within ninety (90) days; or (d) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Agreement, where such seizure is not discharged within ninety (90) days.
- (F) A default by Lessee of any other permit or agreement between the Authority and Lessee, which default has not been cured within the applicable cure period provided in such a permit or agreement.

20.02 Notice of Default. In the event of a default by Lessee, the Authority shall provide Lessee with written notice that describes the nature of the breach, the corrective actions Lessee must undertake to avoid termination of the Agreement, and a specific date by which the Lessee must correct the default.

20.03 Remedies. Pursuant to Article 20.01, in the event of a default or breach of this Agreement by Lessee, the Authority may thereafter, with notice or demand and without limiting any other right or remedy which the Authority may have by law by reason of such default or breach, elect to exercise any one of the following remedies while at the same time taking all steps required to mitigate all damages.

- (A) Declare the entire rent, fees, and charges for the balance of the Term, and any extension thereto, or any portion thereof due and payable while subtracting any rent, fees, and charges that it has received or will receive through another Lessee on the same Premises.
- (B) Terminate Lessee's right to possession of the Premises by any lawful means and reenter and retake possession of the Premises for the account of Lessee, in which case the rent, fees and charges and other sums hereunder shall be accelerated and due in full and Lessee shall be liable for the difference between the rent which is stipulated to be paid hereunder plus other sums as described herein and what the Authority is able to recover from its good faith efforts to relet the Premises, which deficiency shall be paid by Lessee. Upon such reletting, all rentals received by the Authority shall be applied, first to the payment of any indebtedness other than rent due hereunder from Lessee; second, to the payment of any reasonable costs and expenses of such reletting, which shall include all damages incurred by Authority due to Lessee's default including, but not limited to, the reasonable cost of recovering possession of the Premises including reasonable attorneys' fees, court costs and real estate commissions paid by the Authority relating to the unexpired Term of this Agreement; third, to the payment of rent, fees, and charges due and unpaid hereunder; and the residual, if any, shall be paid to Lessee.

- (C) Treat this Agreement as terminated and re-enter and re-take possession of the Premises for the account of the Authority, thereby terminating any further liability under this Agreement on the part of Lessee and the Authority. Notwithstanding the foregoing, the Authority shall have cause of action to recover any rent, fees, and charges remaining unpaid when the Authority retakes possession of the Premises for the account of the Authority.
- (D) Pursue any other remedy now or hereinafter available to the Authority under the laws of the State of Florida.

Notwithstanding any provision of this Agreement to the contrary, the Authority shall have the right to bring an action for its damages upon the occurrence of a default by Lessee beyond applicable notice and cure periods and the Authority reserves all rights which laws of the State of Florida confer upon a landlord against a Lessee in default. In the event legal action is required hereunder to enforce the rights of the Parties pursuant to this Agreement the prevailing Party in such action shall be entitled to recover all court costs and attorney's fees, including appellate fees. Notwithstanding anything contained herein, on the contrary the Authority shall have an affirmative duty to mitigate its damages hereunder.

20.04 Time of the Essence. Time is of the essence for this Agreement and if Lessee fails on its part to perform any term, covenant, or condition at the time fixed for the performance or completion of any such term, covenant, or condition of this Agreement, the Authority may declare Lessee to be in default of this Agreement.

20.05 No Waiver. The failure of the Authority to insist on strict performance of any of the terms, covenants, or conditions hereof shall not be deemed a waiver of any rights or remedies that the Authority may have for any subsequent breach, default, or non-performance. The Authority's right to insist on strict performance of this Agreement shall not be affected by any previous waiver or course of dealing.

20.06 Survival. Lessee shall remain liable to the Authority following the scheduled expiration or earlier termination of this Agreement to perform all terms, covenants, conditions, and all other obligations imposed on Lessee pursuant to this Agreement arising prior to the scheduled expiration or earlier termination of this Agreement.

20.07 Force Majeure. Any delay or failure by Lessee in the performance its obligations pursuant to this Agreement to construct the Required Improvements shall not constitute a default under this Agreement to the extent that such delay or failure of performance is attributable to: (a) acts of God, (b) fire or other casualty, (c) war or civil violence, (d) failure of the Authority, FAA or other governmental entity with oversight over the Premises to issue any permit, license, or consent needed for construction of the Required Improvements through no fault, delay, action, or inaction by Lessee, or (e) strikes or labor disturbances affecting the Sarasota County-Manatee County area not attributable to the failure of Lessee to perform its obligations under any applicable labor contract or law directly and adversely affecting Lessee (a "Force Majeure Event"). In no event shall the inability to obtain financing be deemed to be a Force Majeure Event.

20.08 Default by Authority. The Authority shall not be in default unless the Authority fails to perform obligations imposed upon the Authority hereunder within thirty (30) days after written notice by Lessee to the Authority, specifying where the Authority has failed to perform such obligations; provided, that if the nature of the Authority's obligations is such that more than thirty (30) days are required for performance then the Authority shall not be in default if the Authority commences performance within such thirty (30) day period and thereafter diligently performs the same to completion within ninety (90) days after the original notice from Lessee.

20.09 Attorney Fees. The prevailing Party of any litigation arising out of enforcement of any of the covenants, terms, or provisions hereof agree to pay all costs, expenses and reasonable attorneys' fees incurred by the other Party for enforcement of any such terms, covenants and conditions hereof, or in regaining the Premises, including those costs, expenses and reasonable attorneys' fees incurred in appellate proceedings.

Article 21 - Assignment, Transfer and Subletting

Lessee shall not assign or sublet this Agreement either in whole or in part, without the prior written consent of the Authority, which consent shall not be unreasonably withheld. No request for, or consent to, any such assignment shall be considered unless Lessee shall have paid all rentals, fees, and charges which have accrued in favor of the Authority and Lessee shall have otherwise met all other legal obligations to be performed, kept, and observed by Lessee under the terms, covenants, and conditions of this Agreement, as may be amended. The Authority reserves the right to investigate the financial capacity of the proposed assignee prior to consenting or not consenting. Prior to consent by the Authority to any assignment of this Agreement, Lessee's assignee shall be required to provide a Security Deposit to Authority in accordance with and equivalent to the amount required by the terms, covenants, and conditions of this Agreement.

No capital stock of Lessee and no partnership or membership interest of any partnership or limited liability entity can be assigned, sold, or transferred which results in a change in control of Lessee pursuant to this Agreement without the Authority's written consent, which consent shall not unreasonably be withheld. Notwithstanding the foregoing, Lessee may freely assign, sell, or transfer less than a controlling interest to a related corporate entity, defined as sharing some commonality of direct or indirect ownership interest with Lessee, and/or for estate planning purposes without the Authority's consent.

Lessee may sublease to an entity or entities for storage of privately owned aircraft non-commercially operated under Part 91 of the Federal Aviation Regulations without the Authority's prior written consent if said sublease is substantially in agreement with a form sublease pre-approved by the Authority, attached as Exhibit D to this Agreement, to be used by Lessee for subleases and the use of the sublessee does not cause a breach and/or violation of any applicable minimum standard, rule, regulation, ordinance, directive and/or law, including without limitation those promulgated by the Authority or the Federal Aviation Administration. The Authority may request amendments or modifications to said form of sublease pre-approved by the Authority, attached as Exhibit D, at any time as often as may occur, during the Term hereof, subject to Lessee's approval, which shall not be unreasonably withheld and Lessee agrees to use any such amended, modified, or replaced form of sublease prospectively following written approval by the Authority.

Article 22 - Rights of Leasehold Mortgagees

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

22.02 Notice of Default. A Leasehold Mortgagee may provide written notice of its Leasehold Mortgage in the same manner and at the same address as required by this Agreement for notices delivered

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

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

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

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

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

Reference in this Agreement to acquisition of Lessee's interest in this Agreement by the Leasehold Mortgagee shall be deemed to include, where circumstances require, the acquisition of Lessee's interest

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

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

22.06 Leasehold Mortgagee. Reference in this Agreement to a Leasehold Mortgagee shall be deemed to refer where circumstances require, to any assignee of a Leasehold Mortgagee; provided that such assignee shall forward to the Authority, pursuant to Article 20.02, a duplicate original of the assignment of the Leasehold Mortgage in a form proper for recording or a copy of such assignment, as recorded in the Public Records, together with a written notice setting forth the name and address of the assignee and, to the extent available, the name, telephone number, facsimile number and email address of a representative of the assignee to whom notices may be sent.

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

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

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

Article 23 - Subordination

23.01 Federal and State Agreements. This Agreement shall be subject and subordinate to all terms, covenants, and conditions of any instrument under which the Authority acquired the Airport or any portion thereof from the United States of America. Lessee understands and agrees that this Agreement shall further be subordinate to the provisions of any existing or future agreement between the Authority and the United States of America, or its agencies, and the State of Florida, or its agencies, relative to the operation, maintenance and development of the Airport, the execution of which has been or may be required as a condition precedent to the receipt or expenditure of state or federal funds for the operation, maintenance or development of the Airport, and shall be given only such effect as will not conflict or be inconsistent with the terms, covenants and conditions thereof, and any existing or subsequent amendments thereto.

23.02 Bond Resolutions. The Authority reserves the right to issue bond financing at any time to operate, maintain, and/or develop the Airport. The Authority may participate in obtaining financing from time to time whereby a bond resolution is required to be adopted (Bond Resolution"). When this occurs, the lands of the Authority may be pledged or assigned by the Authority to support the financing transaction. This Agreement and all rights granted to Lessee hereunder are expressly subordinated and subject to any liens and provisions of any pledge, transfer, hypothecation or assignment made by the Authority in any such Bond Resolution, and the Authority and Lessee agree that to the extent permitted by the Authority's authorizing legislation, that the holders of the Bonds or their designated representatives shall exercise any and all rights of the Authority hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by Lessee and the Authority with the terms, covenants, and conditions of this Agreement and any such Bond Resolution.

23.03 Fee Simple Interest. Any leasehold mortgage shall be specifically subject and subordinate to the Authority's rights under this Agreement and the Authority's fee simple interest in the Premises. Despite any provision which is or may appear to the contrary in this Agreement, under no circumstances whatsoever shall the fee simple interest of the Authority in the Premises, or any portion of same, be subordinated to any leasehold mortgage or encumbered by a leasehold mortgage.

Article 24 - Waiver of Jury Trial

The Parties hereto hereby waive trial by jury in any action, proceeding, or counterclaim brought by either Party hereto against the other Party on any matters whatsoever arising out of, or in any way connected with this Agreement, the relationship of the Authority and Lessee, Lessee's Activities, use, or occupancy of the Premises and improvements, and/or claim or injury or damage. In the event the Authority commences any proceedings to enforce any term, covenant, or condition of this Agreement for the

nonpayment of any rents, fees, or charges, or additional payments of any nature whatsoever due to the Authority from Lessee pursuant to this Agreement, Lessee shall not interpose any counterclaim of whatever nature or description in any such proceedings. In the event Lessee must, because of applicable court rules, interpose any counterclaim or other claim against the Authority in such proceedings, the Authority and Lessee covenant and agree that, in addition to any other lawful remedy of the Authority, upon motion of the Authority, such counterclaim or other claim asserted by Lessee shall be severed out of the proceedings instituted by the Authority and the proceedings instituted by the Authority may proceed to final judgment in the Circuit Court of the 12th Judicial Circuit separately and apart from and without consolidation with or reference to the status of each counterclaim or any other claim asserted by Lessee.

Article 25 - Notices and Elections

All notices and elections to be given or delivered by or to either Party, shall be in writing and shall be, as elected by the Party giving such notice, hand delivered by messenger, courier service or overnight mail, or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or overnight mail, or if mailed, upon the date which the return receipt is signed or delivery is refused, or the notice designated by the postal authorities as non-deliverable. The Parties hereby designate the following addresses as the addresses to which notices are to be delivered, and delivery to such addresses shall constitute binding notice given to such Party.

To Authority

President and Chief Executive Officer
Sarasota Manatee Airport Authority
Sarasota Bradenton International Airport
6000 Airport Circle, Third Floor
Sarasota, FL 34243-2105

To Lessee

Registered Agent
Air Medallion, LLC
1651 Whitfield Avenue, Suite 200
Sarasota, FL 34243

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

Article 26 - Additional Provisions

26.01 Construction of Agreement. The Parties hereto have participated in extensive negotiations, drafting, and redrafting to arrive at this Agreement and neither Party shall be considered the author of this Agreement. The terms, covenants, and conditions of this Agreement shall not be strictly construed against one Party as opposed to the other Party based upon who drafted any portion of this Agreement. If any Article, paragraph, sentence, clause, or provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, any such invalidity shall not affect the remaining portions of this Agreement and all other terms, covenants, and conditions of this Agreement shall remain in full force and effect.

26.02 Entirety of Agreement. The Parties agree that this Agreement sets forth the entire agreement between the Parties and that there are no other agreements, pledges, promises, duties, obligations, or other understandings between the Parties other than those stated in this Agreement. None of the terms, covenants, and conditions of this Agreement may be altered, added to, modified, or superseded in any way except by written instrument executed by the Parties hereto.

26.03 Corporate Authority. The undersigned officer of Lessee hereby certifies and warrants to the Authority that he or she, as such officer, is authorized and empowered to bind the Lessee to the terms, covenants, and conditions of this Agreement by his or her signature hereto.

26.04 Corporate Tenancy. If Lessee is a foreign corporation, limited liability company, or other for-profit entity, the undersigned officer of Lessee hereby certifies and warrants to the Authority that Lessee is an entity in good standing, authorized to do business in the State of Florida. Lessee agrees to maintain its corporate tenancy and good standing to do business in the State of Florida throughout the Term of this Agreement, and any extension thereto.

26.05 Representations and Warranties. The Authority acknowledges that Lessee has entered into this Agreement in reliance on representations and warranties by the Authority in the terms, covenants, and conditions of this Agreement. The Authority warrants that the Authority's right to lease the Premises to Lessee for the Rights and Privileges granted to Lessee thereon is free of encumbrances.

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

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

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

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

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

26.11 Venue. Venue in any action or proceeding in connection with this Agreement shall be filed and held in the Circuit Court of the 12th Judicial Circuit, Florida.

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

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

26.14 Binding Effect. The terms, covenants, and conditions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their successors and assigns. This provision shall

not constitute a waiver of any conditions for or against assignment or subletting.

29.15 No Broker. Each Party represents and warrants that such Party has not dealt with any real estate salesperson, agent, finder, or broker in connection with this Agreement and agrees to be solely liable for any claims or demands of any such salesperson, agent, finder, or broker claiming to have dealt with such Party. The foregoing responsibility shall include all costs and fees, including reasonable attorney's fees at trial and at appellate levels, incurred by the other Party in the defense of any such claim or demand.

26.16 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to people 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 gas and radon testing may be obtained from the local government public health department.

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

26.18 Incorporation by References. All Exhibits attached hereto and referenced herein shall be deemed to be incorporated in their entirety in this Agreement by each such reference.

26.19 No Third-Party Beneficiaries. No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary, or grant any right or privilege to any person or entity not a Party to this Agreement, including, but not limited to, any official, officer, employee, or agent of the Authority or Lessee.

26.20 Time of the Essence. Time is of the essence for this Agreement and if Lessee fails on its part to perform any term, covenant, or condition at the time fixed for the performance or completion of any such term, covenant, or condition of this Agreement, the Authority may declare Lessee to be in default of this Agreement.

26.21 Quiet Enjoyment. Subject to Lessee's compliance with the terms, covenants, and conditions of this Agreement, Lessee shall have the right to quietly enjoy the Rights and Privileges granted to Lessee by this Agreement.

26.22 Identity of Interest. The execution of this Agreement or the performance of any of the terms, covenants, and conditions hereof shall not be deemed or construed to have the effect of creating between Authority and Lessee the relationship of principal and agent, or of a partnership or of a joint venture and the relationship between the Parties hereto shall be and always remain that of Authority and Lessee.

(Continued on next page).

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

**Approved as to Form and Legal Sufficiency
for Sarasota Manatee Airport Authority**

Signature

Name

Title

Date

**SARASOTA MANATEE AIRPORT AUTHORITY,
an Independent Special District under the
Laws of the State of Florida**

Signature

Name

Title

Date

Witness for Air Medallion, LLC

Signature

Name

Title

Date

**AIR MEDALLION, LLC,
a Florida Limited Liability Company**

Signature

Name

Title

Date

6.4

EXHIBIT A-1
PREMISES

6.4

EXHIBIT A-2
OFFSITE STORMWATER MANAGEMENT INFRASTRUCTURE

6.4

[illegible]

EXHIBIT B

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

6.4

EXHIBIT B

SWORN STATEMENT PURSUANT TO FLORIDA STATUTE 287.122(3)(A) 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: Air Medallion, LLC, a Florida Limited Liability Company existing under the laws of the State of Florida and authorized to do business in the State of Florida, whose business address is: 1651 Whitfield Avenue, Suite 200, Sarasota, FL 34243 and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement) _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services, any Agreement for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, because of a jury verdict, nonjury trial, or entry of a plea of guilty 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 people 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 subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings, and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of final order)

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

(Signature)

(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 _____, 2025 by _____ who is ☐ personally known to me or ☐ has produced _____ as identification.

Signature of Notary Public

Printed Name of Notary Public

NOTARY SEAL

EXHIBIT C
MEMORANDUM OF AGREEMENT

6.4

EXHIBIT C
MEMORANDUM OF AGREEMENT

Upon recording return to:

6.4

MEMORANDUM OF AGREEMENT

STATE OF FLORIDA
COUNTY OF MANATEE

This MEMORANDUM OF AGREEMENT (this "Memorandum"), dated as of the ____ day of _____, 2025, is made by and between the Sarasota Manatee Airport Authority, an Independent Special District existing under the laws of the State of Florida ("Authority"), and Air Medallion, LLC, a Florida Limited Liability Company existing under the laws of the State of Florida and authorized to do business in the State of Florida ("Lessee").

WITNESSETH:

The Authority as lessor and the Lessee as lessee have entered into a Development and Operating Agreement dated September 29, 2025 (the "Agreement") with respect to certain real property as described therein, being a total of approximately 2.65 acres of land more or less, being located at Sarasota Bradenton International Airport as more fully described on Exhibit "A-1" attached hereto and by this reference made a part hereof (the "Premises");

1. Said Agreement sets forth the above names of the parties thereto, together with their respective addresses as set forth hereinbelow.
2. The Term of said Agreement is Forty (40) years from the Commencement Date as defined in the Agreement.
3. This Memorandum of Agreement is automatically terminated and of no further force or effect as of the Expiration Date of this Agreement.
4. The purpose of this Memorandum of Agreement is to give constructive notice of the Agreement and of all terms, conditions, and provisions thereof to the same extent as if said Agreement was fully set forth herein.

(Continued on next page).

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

SARASOTA MANATEE AIRPORT AUTHORITY,
an Independent Special District under the
Laws of the State of Florida

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO
TERMS AND CONDITIONS**

By: _____
General Counsel for Sarasota Manatee
Airport Authority

By: _____
President & CEO

NOTARIAL ACKNOWLEDGMENT AS TO SARASOTA MANATEE AIRPORT AUTHORITY

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of ____ physical presence or __ online notarization, this ____ day of _____, 2025 by _____ (name) as _____ (title) of Sarasota Manatee Airport Authority, an Independent Special District existing under the laws of the State of Florida who is personally known to me or who has produced _____ (type of identification) as identification.

Signature - NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

(Name typed, printed, or stamped)

(Serial number, if any)

NOTARY SEAL

(Continued on next page).

AIR MEDALLION, LLC, a Florida Limited Liability Company

By: _____

Name: _____

Title: _____

Date: _____

ATTEST

By: _____

Name: _____

Title: _____

Date: _____

NOTARIAL ACKNOWLEDGMENT AS TO AIR MEDALLION, LLC

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of ____ physical presence or by means of ____ online notarization, this ____ day of _____, 2025 by _____ (name) as _____ (title) of Air Medallion, LLC, a Florida Limited Liability Company existing under the laws of the State of Florida and authorized to do business in the State of Florida, on behalf of the _____, who is personally known to me or who has produced _____ (type of identification) as identification.

Signature - NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

(Name typed, printed, or stamped)

(Serial number, if any) NOTARY SEAL

NOTARY SEAL

SMAA-09092025F

60

EXHIBIT D
FORM SUBLEASE AGREEMENT

6.4

EXHIBIT D
FORM SUBLEASE AGREEMENT

Air Medallion, LLC

Hanger Lease

This Hanger Lease is made this ____ day of _____, 20____ by and between _____, whose mailing address is _____, _____, whose email address is _____ and whose contact phone number is _____ (“**Tenant**”), and **Air Medallion, LLC**, a Florida limited liability company whose mailing address is 1651 Whitfield Avenue, Suite 2002, Sarasota, FL 34243 (“**Air Medallion**”). Tenant and Air Medallion hereby contract to lease Hanger Space within a portion of the Premises, as defined below, that Air Medallion has acquired pursuant to that certain Development and Operating Agreement between Air Medallion and the **Sarasota Bradenton Airport Authority** (the “**Authority**”) (the “**Hanger Lease**”) upon the following terms and conditions:

1. **Definitions.**
 - a) **Hanger Space**, means that portion of the Premises designated by Air Medallion.
 - b) **Premises**, means the Property described on Exhibit A-1 to this Hanger Lease.
 - c) **Aircraft**, means the Tenant owned Aircraft _____ (year/make/model/serial number/registration number).
 - d) **Aircraft Rules and Regulations**, means those rules and regulations promulgated by the Authority and contained within the Authority’s Minimum Standards that are incorporated by reference and can be found online at [Minimum Standards 01292024F.pdf](#).
 - e) **Airworthy Certificate**, means that Tenant must hold a current and valid airworthiness certificate issued by the FAA, or other appropriate aircraft certificating authority, together with necessary aircraft registration and maintenance records with a current endorsement by an appropriately rated certificate holder that the aircraft is in an airworthy condition.
2. **Term.** The term of this Hanger Lease shall commence on _____, 20____ and will expire on _____, 20____, unless terminated sooner as provided herein.
3. **Rent.** The total Rent during the Term shall be \$_____.00 (_____ and 00/100 Dollars). Rent for the use of the Hanger Space shall be payable in advance to Air Medallion in _____ installment(s), without demand and without any deduction, holdback or set off whatsoever. Tenant shall be responsible for and pay to Air Medallion all federal, state and local sales, use, or other taxes and fees as additional Rent.
4. **Security Deposit.** shall be \$_____.00 (_____ and 00/100 Dollars).
5. **Use.** Tenant shall have the non-exclusive right to use and occupy a portion of the Hanger Space, designated by Air Medallion, for storage of the Aircraft and the contemporaneous use of the number of designated parking spaces, authorized by Air Medallion. Tenant shall not permit any repairs or maintenance of the Aircraft on the Premises. Fueling for the Aircraft will be permitted only by Air Medallion’s designated fueling operator.
6. **Required Compliance.** Tenant shall throughout the Term of this Agreement, and any extension thereof, always remain in compliance with all applicable federal and state statutes, regulations, rules, rulings, orders, ordinances and directives of any kind or nature, as now exist or are hereafter amended or promulgated, related to Tenant’s Activities at the Airport including, but not limited to all Federal Aviation Administration Advisory Circulars, Orders and Directives, Airport Rules and Regulations.
7. **Environmental.** Tenant shall not use the Premises for the purposes of storing any explosives, flammables, or other inherently dangerous substance, chemical, thing, or device.
8. **Assignment and Subletting.** Tenant shall not assign this Hanger Lease or any portion of the Premises.
9. **Indemnification of Air Medallion & Authority.** Air Medallion shall not be liable for theft, vandalism, malicious mischief. To the extent permitted by law, Tenant shall protect, defend, reimburse, indemnify and hold harmless Air Medallion and the Authority, their members, employees, agents and contractors, individually and collectively, at all times from and against any and all liability, losses, expenses, costs, suits, claims, judgments, fines and damages, including reasonable attorney fees and court costs at trial and appellate levels, and causes of action of every kind and character, hereinafter collectively referred to as, “Damages”, or in which the Air

EXHIBIT D
FORM SUBLEASE AGREEMENT

Medallion and/or the Authority is named or joined, arising out of Tenant's use or occupancy of the Hanger Space or the Airport, 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 person, agent, or employee of any party, 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 Tenant's acts, omissions, or activities at the Airport, or the performance, non-performance or purported performance of Tenant or any breach by Tenant of the terms, covenants, and conditions of the Hanger Lease, except to the extent that such damages were caused by the willful misconduct of the Air Medallion or the Authority. Lessee acknowledges the broad nature of this indemnification and hold-harmless clause and understands that Air Medallion would not enter into this Agreement without the inclusion of such clause, and voluntarily make this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by Air Medallion in support of this indemnification in accordance with the laws of the State of Florida. Said indemnification shall not include gross negligence or willful misconduct of Air Medallion and/or the Authority. This Article shall survive the expiration or earlier termination of the Hanger Lease.

10. **Force Majeure.** Any delay or failure by Air Medallion in the performance its obligations pursuant to this Hanger Lease shall not constitute a default under the Hanger Lease to the extent that such delay or failure of performance is attributable to: (a) acts of God, (b) fire or other casualty, (c) war or civil violence, (d) failure of the Authority, FAA or other governmental entity with oversight over the Premises to issue any permit, license, or consent needed for construction of the Required Improvements through no fault, delay, action, or inaction by Air Medallion, or (e) strikes or labor disturbances affecting the Sarasota County-Manatee County area not attributable to the failure of Lessee to perform its obligations under any applicable labor contract or law directly and adversely affecting Lessee (a "Force Majeure Event").

11. **Air Medallion's Remedies on Default.** If Tenant defaults in the payment of Rent, or any additional Rent, or defaults in the performance of any of the other term or conditions hereof, Air Medallion may terminate this Hanger Lease. If this Hanger Lease shall have been so terminated by Air Medallion, Air Medallion may at any time thereafter resume possession of the Premises by any lawful means and remove Tenant or Tenant's Aircraft and its effects. No failure to enforce any term shall be deemed a waiver.

12. **Attorney's Fees.** In case suit should be brought for recovery of the Premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

13. **Subordination.** This Hanger Lease is and shall be subordinated to the Authority's rights under Development and Operating Agreement and the Authority's fee simple interest in the Premises.

14. **Termination.** Either party shall have the right to terminate this Hanger Lease (and any renewal thereof) at any time upon _____ (____) days' notice to the other party.

15. **Insurance.** Tenant shall provide a Certificate of Insurance, acceptable to Air Medallion, that names Air Medallion and the Authority as additional insureds. Tenant shall deliver a copy of such policies to Air Medallion prior to commencement of this Hanger Lease.

16. **Rules and Regulations.** Tenant covenants and agrees to observe and obey, and to require all of Tenants, its guest and/or invitees to observe and obey all Airport Rules and Regulations and directives of the Authority, including any amendments and supplements thereto, published and displayed on the Authority's website regulating Lessee's Activities and conduct on the Premises as may be promulgated from time to time by the Authority throughout the Term of this Agreement, as may be amended. The obligation of Tenant to require such observance and compliance on the part of the Tenant, its guest and/or invitees shall always apply while such Tenant is on any portion of the Premises.

17. **Required Compliance.** Lessee shall throughout the Term of this Agreement, and any extension thereof, always remain in compliance with all applicable federal and state statutes, regulations, rules, rulings, orders, ordinances and directives of any kind or nature, as now exist or are hereafter amended or promulgated, related to Lessee's Activities at the Airport including, but not limited to all Federal Aviation Administration Advisory Circulars, Orders and Directives, Airport Rules and Regulations.

EXHIBIT D
FORM SUBLEASE AGREEMENT

18. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

Signed on this _____ day of _____, 20____.

Tenant:

By: _____ (Print Name and Title)

Air Medallion, LLC:

By: _____, Authorized Signatory

6.4

**SARASOTA MANATEE AIRPORT AUTHORITY
SEPTEMBER 29, 2025 MEETING
STAFF NARRATIVE**

**REQUEST FOR APPROVAL: CONSTRUCTION CONTRACT AWARDS TO LOW RESPONSIVE BIDDERS [TBD]
FOR THE NORTH QUAD UTILITY PROJECT**

EXECUTIVE SUMMARY: With the electrical and water line work on the North Quad becoming a critical item for the success of the tenant projects, staff requests the Board provide authority to the President, CEO to approve the low responsive bidders and execute necessary contracts with the low responsive bidders, provided the total does not exceed a specified limit as timing is critical. Contracts will be ratified at a subsequent Board meeting.

NARRATIVE: As part of the North Quad Development program, continued design efforts with Manatee County Utilities and Florida Power & Light have created a need for additional infrastructure work to be executed to support the North Quad tenants and their completion of construction on time and within budget.

Existing potable water infrastructure must be expanded to support the increased planned development and transition into a privately owned system to support the multiple hangar facilities currently underway. Proper distribution of power is also required for these tenants to complete the building permit process and to later occupy the new facilities.

All work currently being designed is required to be operational no later than December 2025, so there is a need for expedited design, bidding, and construction execution.

The total budget estimate for all aspects of work to be constructed is anticipated to not exceed \$1,250,000.00.

RECOMMENDATION: It is hereby recommended that the Board authorize the President, CEO to execute a construction contract with the low responsive bidders for the North Quad Utility Project up to a budget estimate of \$1,250,000.00 with a 10% contingency.

6.5

**SARASOTA MANATEE AIRPORT AUTHORITY
SEPTEMBER 29, 2025, REGULAR MEETING
STAFF NARRATIVE**

**REQUEST TO APPROVE
TERMINATION OF LEASE, DEVELOPMENT AND OPERATING AGREEMENT
WITH DAVINCI INFIGHT TRAINING INSTITUTE, INC.**

6.6

EXECUTIVE SUMMARY: Request to approve termination of the Lease, Development and Operating Agreement with Davinci Inflight Training Institute, Inc., dated February 1, 2023.

NARRATIVE: DaVinci Inflight Training Institute, Inc. ("DaVinci") provides online and on-site aviation education and training from its existing facility in Ft. Lauderdale. DaVinci offers a suite of training programs for entry-level and advanced corporate and commercial professionals, including hands-on training platforms for CFR 91/135/125 cabin safety procedures, AED, and CPR medical first aid, catering, and culinary services, through classroom lectures, presentations, videos, and hands-on interactive drills.

On January 30, 2023, the Authority awarded a Lease, Development and Operating Agreement to DaVinci with an initial 20-year term and two 5-year renewal terms (the "Agreement"), for the development, operation and maintenance of a minimum of 15,000 square feet of classroom, laboratory, and office space on roughly 1.17 acres of land located east of US Highway 41, immediately south of Braden Avenue (the "Improvements").

Thereafter, on March 31, 2025, the Authority approved an Amendment to the Agreement to extend the Commencement Date of the Agreement, through July 31, 2026. However, due to difficulties securing sufficient funding for the Improvements, DaVinci wishes to terminate the Agreement, as amended, and enter a building lease with the Authority for approximately 15,000 square feet of existing conditioned space at the Airport.

Based on the Authority's desire to expand access to aeronautical education and services at the Airport and conditioned on DaVinci's lease of approximately 15,000 square feet of existing conditioned space at the Airport, the President, Chief Executive Officer recommends the Authority approve the termination of the Agreement with Davinci to accommodate DaVinci's desire for existing conditioned space at the Airport.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority approve the termination of the Lease, Development and Operating Agreement with Davinci Inflight Training Institute, Inc., dated February 1, 2023, subject to DaVinci's lease of approximately 15,000 square feet of existing conditioned space at the Airport.

ATTACHMENT: Agreement to Terminate Lease, Development and Operating Agreement with DaVinci Inflight Training Institute, Inc., dated September 29, 2025.



6.6

AGREEMENT TO TERMINATE
LEASE, DEVELOPMENT AND OPERATING AGREEMENT
BETWEEN
SARASOTA MANATEE AIRPORT AUTHORITY
AND
DAVINCI INFLIGHT TRAINING INSTITUTE, INC.
DATED FEBUARY 1, 2023

September 29, 2025

AGREEMENT TO TERMINATE
LEASE, DEVELOPMENT AND OPERATING AGREEMENT
BETWEEN
SARASOTA MANATEE AIRPORT AUTHORITY
AND
DAVINCI INFLIGHT TRAINING INSTITUTE, INC.
DATED FEBRUARY 1, 2023

This agreement to terminate the Lease, Development and Operating Agreement, dated February 1, 2023, entered into this 29th day of September, 2025, by and between the **Sarasota Manatee Airport Authority**, an Independent Special District, existing under the laws of the State of Florida (the "Authority"), and **DaVinci Inflight Training Institute, Inc.**, a Florida Profit Corporation, existing under the laws of the State of Florida, (the "Lessee"), collectively hereafter the "Parties".

WITNESSETH:

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

WHEREAS, Lessee owns and operates an in-flight training institute in Fort Lauderdale, Florida that provides aviation inflight training programs for the corporate and commercial aviation industry; and

WHEREAS, the Authority and the Lessee are Parties to that certain Aviation Inflight Training Lease, Development and Operating Agreement, dated February 1, 2023, for the development of land and the operation of an aviation inflight training facility at the Airport (the "Agreement"); and

WHEREAS, the Authority and the Lessee are Parties to that certain Amendment to the Agreement, dated March 31, 2025, which Amendment extended the Commencement Date of the Agreement to that date which shall not exceed July 31, 2026 (the "Amendment"); and

WHEREAS, Lessee wishes to terminate the Agreement, as amended, and lease existing conditioned space at the Airport from the Authority for Lessee's use and occupancy as an aviation inflight training institute; and

WHEREAS, the Authority also wishes to terminate the Agreement, as amended, and lease existing conditioned space at the Airport to the Lessee for Lessee's use and occupancy as an aviation inflight training institute,

NOW, THEREFORE, in consideration of these recitations and of the mutual covenants herein contained, and other good and valuable considerations, the receipt of which the Parties hereby expressly acknowledge, the Parties hereto agree as follows:

Termination Subject to New Agreement.

This Termination Agreement to the Aviation Inflight Training Lease, Development and Operating Agreement, dated February 1, 2023, between the Parties (the "Agreement"), is subject to the execution of the Building Lease Agreement between the Parties, dated September 29, 2025, for Lessee's use and occupancy as an aviation inflight training facility at the Airport ("Building Lease"), which Building Lease is attached as Exhibit A, hereto. Termination of the Agreement (this "Termination") shall not be valid in whole or in part unless said Building Lease is approved and executed by both Parties. Upon execution of the Building Lease by both Parties, this Termination shall become immediately effective, and the Parties shall be immediately released of all further

duties and obligations, terms, covenants and conditions of the Agreement, subject only to the terms, covenants and conditions stated herein.

Lessee's Indemnification of Authority.

Termination is hereby established by each Party to the Agreement, whereby each Party thereto is hereby is relieved of all further liabilities and obligations under the Agreement except for Lessee's indemnification obligations under Section 3.03(B) of the Agreement and Lessee's obligation to restore the Premises under Section 3.03(C) of the Agreement, which Sections require that: i) Lessee hereby indemnifies the Authority from and against all losses, damage, costs, expenses and/or liability of whatsoever nature arising from or out of a Lessee and Lessee's Party's entry upon and inspection of the Premise, which indemnification of the Authority shall survive this Termination of the Agreement, and that ii) Lessee hereby covenants, at its sole cost and expense, to repair any damage resulting from any Inspections of the Premises and to restore the Premises to the condition in which it existed prior thereto, using materials of like kind and quality.

Lessee's Surrender of Premises.

Lessee expressly covenants that it shall immediately surrender the Premises of the Agreement to the Authority in clean working order, good condition, free of damage and debris, and in compliance with all then applicable laws, rules, and regulations, ordinary wear and tear for the purpose for which the Premises were leased being accepted. Lessee shall immediately remove all its personal property, if any, from the Premises. Any personal property of Lessee not removed from the Premises prior to this Termination of the Agreement shall become the property of the Authority.

Lessee's Security Deposit.

Lessee's Security Deposit on account with the Authority required by the Agreement, if any, shall be kept by the Authority following the date of this Termination. The Authority shall allocate Lessee's Security Deposit on account with the Authority, if any, in whole or in part as required by the terms, covenants and conditions of the Building Lease. Any Lessee's Security Deposit not required by the terms, covenants and conditions of the Building Lease at the Airport shall be returned by the Authority to the Lessee within thirty (30) days following the full execution of the Building Lease.

Survival of Lessee's Obligations.

Notwithstanding anything to the contrary by this Termination of the Agreement, Lessee shall remain obligated to perform all duties and obligations imposed on Lessee and arising prior to the date of this Termination.

(Continued on next page).

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

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

Signature

Print Name

Title

Date

**SARASOTA MANATEE AIRPORT
AUTHORITY,
an Independent Special District Under the
Laws of the State of Florida**

Signature

Print Name

Title

Date

**Signed, sealed, and delivered in the
presence of two witnesses for Lessee:**

Signature

Print Name

Title

Date

**DAVINCI INFLIGHT TRAINING INSTITUTE, INC.
a Florida Profit Corporation**

Signature

Print Name

Title

Date

6.6

**SARASOTA MANATEE AIRPORT AUTHORITY
SEPTEMBER 29, 2025, REGULAR MEETING
STAFF NARRATIVE**

**REQUEST TO AWARD
BUILDING LEASE AGREEMENT WITH DAVINCI INFLIGHT TRAINING INSTITUTE, INC.**

6.7

EXECUTIVE SUMMARY: Request to award a building lease agreement with Davinci Inflight Training Institute, Inc.

NARRATIVE: DaVinci Inflight Training Institute, Inc. ("DaVinci") provides online and on-site aviation education and training from its existing facility in Ft. Lauderdale. DaVinci offers a suite of training programs for entry-level and advanced corporate and commercial professionals, including hands-on training platforms for CFR 91/135/125 cabin safety procedures, AED, and CPR medical first aid, catering, and culinary services, through classroom lectures, presentations, videos, and hands-on interactive drills.

On January 30, 2023, the Authority awarded a Lease, Development and Operating Agreement to DaVinci with an initial 20-year term and two 5-year renewal terms (the "Agreement"), for the development, operation and maintenance of a minimum of 15,000 square feet of classroom, laboratory, and office space on roughly 1.17 acres of land located east of US Highway 41, immediately south of Braden Avenue (the "Improvements").

Thereafter, on March 31, 2025, the Authority approved an Amendment to the Agreement to extend the Commencement Date of the Agreement, through July 31, 2026. However, due to difficulties securing sufficient funding for the Improvements, DaVinci requested and received the Authority's approval to terminate the Agreement, as amended, and has requested to enter a building lease with the Authority for approximately 15,000 square feet of existing conditioned space within the existing tenant leasehold located at 8323 Lindbergh Court (the "Premises").

The proposed lease includes an initial 15-year term and one 10-year renewal term (collectively, the "Term"), the proposed rent is waived in year one, the proposed rent is \$10.00/sf per year in year two and three, and the proposed rent is \$12.00/sf per year in year four, subject to adjustment based on the consumer price index every three years thereafter throughout the Term of the Lease. In addition, the proposed Building Lease includes the construction of required tenant improvements, including the construction of an appropriate fire rated demising wall, separation of all utilities, including heating ventilation and air conditioning, and the construction of two restrooms, and a tenant allowance in an amount of \$32.33/sf not to exceed a total of \$485,000.00 (collectively, the Building Lease").

Based on the Authority's desire to expand access to aeronautical education and services at the Airport, and subject to the Authority's repossession of approximately 15,000 square feet of existing conditioned space within the existing tenant leasehold at 8323 Lindbergh Court, the President, Chief Executive Officer recommends the Authority award the proposed Building Lease to Davinci, subject to the terms, covenants and conditions presented.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority award a Building Lease Agreement with Davinci Inflight Training Institute, Inc., for approximately

15,000 square feet of conditioned space at 8323 Lindbergh Court, subject to the Authority's possession of approximately 15,000 square feet of conditioned space at 8323 Lindbergh Court, and the terms, covenants and conditions presented.

ATTACHMENT: Proposed Building Lease Agreement with DaVinci Inflight Training Institute, Inc., dated September 29, 2025.

6.7



BUILDING LEASE AGREEMENT
BETWEEN
SARASOTA MANATEE AIRPORT AUTHORITY
AND
DAVINCI INFLIGHT TRAINING INSTITUTE, INC.

September 29, 2025

BUILDING LEASE AGREEMENT
BETWEEN
SARASOTA MANATEE AIRPORT AUTHORITY
AND
DAVINCI INFLIGHT TRAINING INSTITUTE, INC.

This Development and Operating Agreement (this "Agreement") is made and entered into this 29th day of September, 2025, by and between the **SARASOTA MANATEE AIRPORT AUTHORITY**, an Independent Special District, existing under the laws of the State of Florida (the "Authority"), and **DAVINCI INFLIGHT TRAINING INSTITUTE, INC.**, a Florida Profit Corporation, existing under the laws of the State of Florida, (the "Lessee"), collectively hereafter the "Parties".

WITNESSETH:

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

WHEREAS, Lessee owns and operates an aviation training institute located in Fort Lauderdale, Florida that provides aircraft inflight training programs for the corporate and commercial aviation industry; and

WHEREAS, the Authority and the Lessee are Parties to that certain Aviation Inflight Training Lease, Development and Operating Agreement, dated February 1, 2023, for the development and operation of an aviation inflight training facility at the Airport (the "Agreement"); and

WHEREAS, the Authority and the Lessee are Parties to that certain Amendment to the Agreement, dated March 31, 2025 (the "Amendment"), which Amendment extends the commencement date of the Agreement, not to exceed July 31, 2026; and

WHEREAS, the Parties desire to terminate the Agreement, as amended, and enter into a new agreement for conditioned space in an existing facility at the Airport for Lessee's operation of its aviation inflight training program,

NOW, THEREFORE, in consideration of the premises and of the mutual terms, covenants, and conditions herein contained, and other good and valuable considerations, the receipt of which the Parties hereby expressly acknowledge, the Parties covenant as follows:

Article 1 - Recitals/Effective Date

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

Article 2 - Definitions

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

2.01 "Adjustment Date" has the meaning set forth in Article 5.08.

2.02 “Aeronautical Activities” or “Activities” has the meaning set forth in Article 8, Standard Definitions, of the Minimum Standards for Aeronautical Activities at Sarasota Bradenton International Airport, dated January 29, 2024 (the “Minimum Standards”), incorporated herein by reference in its entirety.

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

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

2.05 “Airport” means the Sarasota Bradenton International Airport located in Sarasota and Manatee Counties, Florida.

2.06 “Airport Rules and Regulations” means the Rules and Regulations for Aeronautical Activities, dated March 20, 2019, as now or hereafter amended, and any successor ordinance or resolution regulating activities or operations at the Airport.

2.07 “Base Rental Rate” has the meaning set forth in Article 5.08.

2.08 “Base Year” means the initial twelve-month period of the Agreement starting with the Commencement Date. After the first Adjustment Date, the Base Year shall be the Agreement Year that began on the most recent Adjustment Date.

2.09 “Board” means the Board of the Sarasota Manatee Airport Authority, Florida.

2.10 “Building Rent” is the rent payable by Lessee for the ground being leased by the Authority to Lessee. See Article 5.02.

2.11 “Commencement Date” has the meaning set forth in Article 3.01.

2.12 “Consumer Price Index” has the meaning set forth in Article 5.08.

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

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

2.14 “Derelict Vehicle” means a vehicle designed for use on the roadways that is in a wrecked, dismantled or partially dismantled condition, left abandoned for 45 days, or which is in an inoperable condition.

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

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

2.17 “FAA” means the Federal Aviation Administration.

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

2.19 “Improvements” means all improvements, alterations, modifications, renovations, or installations of any kind constructed or installed by the Authority or Lessee on the Premises.

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

2.21 “Leasehold Mortgage” has the meaning set forth in Article 21.01.

2.22 “Lessee’s Parties” means Lessee and its tenants, sublessees, contractors, suppliers, employees, officers, licensees, agents, invitees, and guests.

2.23 “Minimum Standards” means the Minimum Standards for Aeronautical Activities for Sarasota Bradenton International Airport adopted by the Authority on January 29, 2024, as now or hereafter amended, and any successor minimum standards for aeronautical activities adopted by the Authority.

2.24 “Non-Discrimination Authorities” has the meaning set forth in Article 13.02.

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

2.26 “Plans” has the meaning set forth in Article 7.03.

2.27 “Pre-existing Environmental Condition” means the presence of Hazardous Substances in violation of Environmental Laws on, in or under the Premises (including soil, groundwater, and soil vapor) because of the discharge, release, disposal, storage, treatment, migration or any other activities occurring prior to the Effective Date of this Agreement.

2.28 “Premises” means the real property described on Exhibit A-1 and all improvements existing thereon, and all Improvements to be constructed by Lessee thereon, subject to easements, rights-of-way, and any other encumbrances of record.

2.29 “President/CEO” means the President/CEO of the Sarasota Manatee Airport Authority.

2.30 “Term” means the Term as set forth in Article 3.01.

2.31 “TSA” means the Transportation Security Administration of the Authority of Homeland Security and its authorized successors.

Article 3 - Term of Agreement

3.01 **Term.** The term of this Agreement shall not commence unless and until each of the following events have occurred within six (6) months following the Effective Date of this Agreement: i) the Authority obtains possession of the Exclusive Premises defined in Article 4.01(A), below, from the Authority's existing tenant, UNIPAK Aviation, L.L.C., which possession shall be evidenced by execution of an amendment to the General Building and Ground Lease between the Authority and UNIPAK Aviation, L.L.C, dated February 1, 2023, as amended; and ii) Lessee obtains the proper and sufficient zoning, permits and financing required for Lessee's Use of the Premises, granted by the Authority in Article 4.03, below, and to pre-fund the Tenant Improvements as set forth in Article 7.02, below. If either of these events shall not occur within six (6) months following the Effective Date of this Agreement, this Agreement shall immediately terminate and no duty or obligation attributable to either Party shall survive the termination.

Subsequent to each of these events, the term of this Agreement shall commence on the earlier of the following events to occur: i) Lessee's receipt of a Certificate of Occupancy issued by Manatee County, Florida, for the Premises; ii) Three Hundred Sixty-five (365) calendar days immediately following the Effective Date of this Agreement, or the date upon which all Lessee Improvements are substantially complete and occupied by Lessee (the "Commencement Date") and shall continue uninterrupted thereafter for a period of Fifteen (15) years (the "Term"), unless sooner terminated pursuant to Article 3.02 below.

3.02 **Renewal Terms.** Provided Lessee is not in default beyond any cure period regarding any term, covenant or conditions of this Agreement, the Lessee shall have the right to extend the Term of this Agreement for one (1) ten-year renewal term ("Renewal Term"). In such event, Lessee shall notify the Authority in writing of Lessee's request to renew the Term hereof not later than one hundred eighty (180) days prior to the expiration of the Term, as may be amended. Throughout the Renewal Term, if any, all other terms, covenants and conditions of this Agreement shall remain in full force and effect except as set forth herein.

3.03 **Early Termination.** Lessee may terminate this Agreement upon the taking of the Premises, or any portion thereof, by the U.S. Federal Government or an agency of the U.S. Federal Government with appropriate jurisdiction over the Airport, that prevents Lessee's Use of Premises or otherwise diminishes the Lessee's use and occupancy on the Premises.

3.04 **Representations and Warranties.** Notwithstanding anything contained herein to the contrary, the Authority represents and warrants to Lessee the following as of the Effective Date of this Agreement, except regarding any noncompliance therewith attributable at least in part to Lessee:

- (A) The Authority has full right and authority to enter into this Agreement and perform the Authority's obligations under this Agreement. This Agreement is and shall be binding upon and enforceable against the Authority in accordance with its terms, covenants, and conditions of this Agreement. The execution of this Agreement will not result in a breach of, or constitute a default under, any agreement to which Authority or the Premises are subject.
- (B) This Agreement does not violate any covenants or restrictions of record and there are no easements, agreements, exclusives, restrictions, prohibitions or other encumbrances affecting the Premises or this Agreement that limit, conflict or otherwise interfere with Lessee's right to use and occupancy the Premises or other rights granted to Lessee under this Agreement. As of the Effective Date of this Agreement, the Authority has not received any notice of violation of any applicable law affecting this Agreement.
- (B) There is no litigation, arbitration, condition or proceeding, pending or threatened, before any legislative court, administrative agency or arbitrator that relates to or affects the

Premises, the Authority's interest therein, the Authority's performance hereunder, or which will result in a lien, charge, encumbrance or judgment against any part of or any interest in the Premises.

- (D) The Premises provides permanent, direct, immediate and uninterrupted right of access to dedicated public right of way and roadways sufficient for Lessee's Use of Premises set for in Article 4.03 below.
- (E) The Premises provides access to utilities necessary for Lessee's Use of Premises, define in Article 4.03 below. In the event of any breach of the foregoing representations and warranties, the Authority, at the Authority's sole cost and expense, shall take all actions necessary to cause such breach to be cured in accordance with Article 19.03 herein.

Article 4 - Premises and Privileges

4.01 Premises.

- (A) Exclusive Premises. The Authority hereby leases to Lessee, and Lessee hereby takes from Authority for Lessee's exclusive use, that certain leasehold premises, containing approximately Fifteen Thousand, Two Hundred Four (15,204) square feet of conditioned space, as depicted on Exhibit A-1, attached hereto (the "Premises"), subject to all terms, covenants, and conditions of this Agreement.
- (B) Non-Exclusive Premises. For the purposes of this Amendment, Non-Exclusive premises shall include the following areas:

1. Interior Common Areas.

The Authority leases to the Lessee and Lessee hereby takes from the Authority the non-exclusive right to use in common with others approximately Five Hundred and Seventeen (517) square feet of conditioned space for a shared ingress and egress lobby ("Shared Lobby"), and approximately Two Hundred and Forty-Seven (247) square feet of conditioned space for a shared electrical utility room ("Shared Electrical Room"), located at 8323 Lindbergh Court, Sarasota, Florida, as depicted on Exhibit A-Revised, dated September 29, 2025, attached (collectively, the "Interior Common Areas").

2. Exterior Common Areas.

The Authority leases to the Lessee and Lessee hereby takes from the Authority the non-exclusive right to use in common with others all paved vehicle roadways, parking lots and pedestrian sidewalks on the grounds surrounding the building located at 8323 Lindbergh Court, Sarasota, Florida, as depicted on Exhibit A-Revised, dated September 29, 2025, attached (collectively, the "Exterior Common Area").

4.02 Condition of Premises. Lessee accepts the Premises and all Improvements thereon in its "AS IS CONDITION" and "WITH ALL FAULTS," together with all defects, latent and patent, if any. Lessee further acknowledges that the Authority has made no representations or warranties of any nature whatsoever regarding the condition of the Premises or the Improvements thereon, including but not limited to, the physical and/or environmental condition of the Premises or the Improvements thereon, the value of the Premises or Improvements thereon, the zoning of the Premises, title to the Premises, the suitability of the Premises or any Improvements thereon for Lessee's Use of Premises, or Lessee's legal ability to otherwise use and occupy the Premises for Lessee's intended use set forth here below.

4.03 Use of Premises. The Authority hereby grants Lessee the exclusive right and privilege to use and occupancy the Premises, and the non-exclusive right and privilege to conduct Aviation Education, Training and Instruction on the Premises in compliance with all applicable Federal, State, local and Airport laws, rules and regulations, and the terms, covenants and conditions of this Agreement, as may be amended (collectively hereafter "Rights and Privileges" or "Use of Premises"). Lessee understands and agrees that the Rights and Privileges granted by this Agreement are nonexclusive, except for the exclusive right to use and occupy the Premises, and that the Authority reserves the right, in its sole discretion, to grant similar rights and privileges to other tenants and users at the Airport at any time.

4.04 Prohibited Use of Premises. Lessee covenants and agrees that the Premises shall be used solely for and in accordance with the Use of Premises granted in Article 4.03 above, and for no other purpose at any time throughout the Term of this Agreement, as may be amended. Lessee shall not provide, perform, or offer for sale any other products or services, whether privately or publicly, without the prior written approval of the Authority. Lessee and its contractors, agents, employees, students or guests shall not cause or create any physical nuisance anywhere on the Premises including, but not limited to, any noise, smoke, noxious gas, obnoxious odor, dust, debris, fumes or vapors, or permit to be done any act or thing to occur on the Premises that: a) will invalidate any insurance policies covering the Airport or the Premises; b) that could be ingested by people or aircraft or otherwise create an unsafe, unhealthy or hazardous condition of any kind, or c) interferes with the use, occupancy and quiet enjoyment of other tenants and users of the Common Areas or the Airport. Unless a derelict vehicle is used for training or education of Lessee's clients, or otherwise approved by the Authority, Lessee shall further prevent the temporary or permanent storage of any derelict, inoperable or abandoned vehicles on the Premises. Lessee shall cause all such vehicles to be promptly removed from the Premises within seventy-two (72) hours after the receipt of written notice from the Authority.

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

- (A) In general, in common with others, land, pavements and conditioned space within and immediately adjacent to the Premises, including but not limited to roads, parking lots, sidewalks, doors, foyers, corridors and closets necessary for Lessee's use and occupancy of the Premises, and the use of the roadways, parking lots, sidewalks, equipment, and facilities at that Airport which the Authority generally makes available to its tenants and users that are not specifically leased to or otherwise under the contractual control of others (collectively, "Common Use Area(s)" or "Common Use Rights").
- (B) The right of ingress to and egress from the Premises shall be subject to all applicable laws, rules and regulations as now or may hereafter have application at the Airport. Except as expressly set forth in this Article 4.05, nothing in this Agreement shall be construed to grant or convey to Lessee any right to use of any infrastructure, building, facility or space, or any other area otherwise improved or unimproved, which is leased to or under contractual control of a third party, or which the Authority has not hereby leased to Lessee.
- (C) The Authority may at any time throughout the Term of this Agreement, as may be extended, temporarily or permanently close, consent to, or request the closing of any infrastructure, sidewalks, street or roadway, presently or hereafter used by the Lessee, so long as a reasonable means of access is concurrently made available by the Authority, directly or indirectly, to the Premises for use by the Lessee. The Lessee hereby releases and discharges the Authority, its successors and assigns, of and from any and all claims, demands or causes of action which Lessee may now or at any time hereafter have against any of the foregoing arising out of or alleged to arise out of the closing of any infrastructure,

sidewalks, streets and roadways used, whether on or off the Premises, provided that reasonable means of ingress and egress is concurrently made available to the Premises for the use of Lessee and Lessee's Parties.

4.06 Avigation Easement. The Lessee, on behalf of Lessee, its heirs, assigns and all successors in interest, does hereby grant and convey to the Authority, its successors and assigns, a perpetual avigation easement and right of flight, without undue hazard at altitudes equivalent to or less than the minimum altitudes prescribed in 14 CFR, §77.1 et. seq. and 14 CFR, §91.119, directly and diagonally above, across, over and under the Premises without undue hazards at altitudes equivalent to or less than the minimum altitudes prescribed by 14 CFR, §77.1 et. seq. and 14 CFR, §91.119, whenever necessary for the emergency or non-emergency takeoff and landing of aircraft at the Airport (collectively hereafter, the "Avigation Easement"). This Avigation Easement shall include the right to generate and emit noise, vibrations, dust and fuel particles from engines, wind, and aircraft, to display aircraft landing lights, and to cause other effects as may be associated with aircraft landings and taking offs at the Airport. This Avigation Easement shall apply to all aircraft activity at the Airport without regard to the size or number of Aircraft, or the time and frequency of said takeoffs and landings. The Lessee acknowledges and agrees that the level of aircraft activity at the Airport may increase or decrease from time to time and that all such activity, without exception, shall be deemed to be included within the purview of this Avigation Easement.

4.07 Land Use Easements. This Agreement is made subject to all existing easements, rights-of-ways, appurtenances and encumbrances of any kind appertaining to the Premises and the Improvements thereon as of the Effective Date of this Agreement including, but not limited to, all existing easements for public streets, roadways, drainage ditches, electrical power or distribution lines, water, sewer and all other utilities. The Lessee covenants and agree to comply with all applicable zoning laws, rules and regulations pertaining to the Premises and the Improvements. The Authority specifically reserves a roadway easement and a drainage easement directly and diagonally above, across, over, and under all streets, roadways, swales and drainage ditches located on the Premises. No street, roadway or drainage ditch on the Premises shall be relocated, altered or modified in any way unless and until a prior writing agreement is reached acceptable to the Parties (collectively, the Land Use Easements").

4.08 Avigation/Land Use Easements Liability Waiver. The Lessee, on behalf of Lessee and its heirs, assigns and all successors in interest, does hereby release and hold harmless the Authority, and any and all related parties of Authority, including but not limited to Authority commissioners, contractors, lessees, agents and employees from any and all claims, demands, damages, debts, liabilities, costs, attorneys' fees or causes of action of every kind or nature for which Lessee or its heirs, assigns, or successors currently have, have in the past possessed, or will in the future possess, as a result of the operation of the Airport or the use of the Avigation Easement or Land Use Easements granted and conveyed by this Agreement, including but not limited to, any loss or damage to the Premises or Improvements thereon due to noise, vibrations, fumes, dust, fuel particles and other effects attributable in any way to the operation of the Airport or of aircraft landing or taking off at the Airport.

The Avigation Easement and Land Use Easements granted and conveyed by this Agreement shall be interpreted and construed according to the laws of the State of Florida. Should either Party hereto or any of their successors or assigns in interest retain counsel to enforce any of the provisions herein, or protect its interest in any matter arising under the Avigation Easement or Land Use Easements granted and conveyed by this Agreement, or to recover any loss or damages by reason of any alleged breach of any provision of the Avigation Easement or Land Use Easements granted and conveyed by this Agreement, the prevailing Party shall be entitled to all costs, damages and expenses incurred including, but not limited to, reasonable attorneys' fees and court costs incurred in connection therewith, including appellate action. No provision of the Avigation Easement or Land Use Easements granted and conveyed by this Agreement shall be interpreted for or against either Party because that Party or that Party's legal representative drafted such provision.

No breach of any provision of the Avigation Easement and Land Use Easements granted and conveyed by this Agreement may be waived unless in writing. The waiver of any breach of any provision of the Avigation Easement or Land Use Easements granted and conveyed by this Agreement shall not be deemed to be a waiver of any other breach of the same or any other provision of the Avigation Easement or Land Use Easements granted. The Avigation Easement and Land Use Easements granted and conveyed by this Agreement may be amended only by written instrument executed by the Parties in interest at the time of the modification. If any one or more covenant, condition or provision contained in the Avigation Easement or Land Use Easements granted and conveyed by this Agreement is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of said Easements and shall in no way affect, impair or invalidate any other provision hereof so long as the remaining provisions of said Easements do not materially alter the rights and obligations of the Parties. If such condition, covenant, or other provision shall be deemed invalid due to this scope or breadth, such covenants, condition, or other provision shall be deemed valid to the extent of the scope or breadth permitted by law.

In the event the Airport shall at any time be subdivided into more than one parcel, or the Airport or a portion thereof becomes subject to operations, management or administration by an entity in addition to or in lieu of the Authority, then in such event the Parties agree that such event shall not terminate or otherwise affect the Easements granted and conveyed by this Agreement and that any such assigns or successor in interest to the Authority shall be entitled to all of the benefits running to the Authority hereunder.

4.09 Surrender of Premises. Lessee expressly agrees that it shall immediately surrender the Premises to the Authority in clean and safe condition, and in compliance with all applicable laws, rules, and regulations, upon the expiration or earlier termination of this Agreement, less normal wear and tear from use for the purpose for which the Premises were leased. In the event Lessee shall holdover, refuse, or fail to give up the possession of the Premises at the expiration or earlier termination of this Agreement, Lessee shall be liable to the Authority for all damages, and in addition thereto. Lessee shall also be strictly liable to pay to the Authority during the duration of such holdover, Building Rent at One Hundred Fifty (150%) Percent the rate paid by Lessee immediately prior to such a holdover period. Lessee shall remove all its personal property from the Premises prior to the expiration or earlier termination of this Agreement. Any personal property of Lessee not removed by Lessee as required shall thereupon become the property of the Authority.

Article 5 - Rents, Fees and Charges

5.01 Waived Rent. As an inducement for Lessee to lease the Premises, the Authority hereby grants to Lessee a waiver of Building Rent for the Premises due herein ("Waived Rent"), which Waived Rent shall begin on the Commencement Date and continuing uninterrupted thereafter for a period of twelve consecutive (12) months immediately following the Commencement Date. Accordingly, Authority has agreed to waive receipt of One Hundred Fifty-Two Thousand, Forty and 00/100 Dollars (\$152,040.00) (the "Waived Rent") subject to Lessee's compliance with all terms, covenants and conditions of this Lease. Lessee understands and agrees that beginning on the first (1st) day of the thirteenth (13th) month immediately following the Commencement Date, Building Rent for the Premises shall be due and payable by Lessee to the Authority in accordance with Article 5.02 above. Lessee further understands and agrees that said Deferred Rent shall in no way defer or otherwise delay the commencement of the Adjustment of Rental Rate in accordance with Article 5.08 below.

5.02 Rental Rate. Beginning on the first (1st) day of the Second (2nd) year immediately following the Commencement Date and continuing for a period of Two (2) consecutive years thereafter, Lessee shall pay Building Rent to the Authority an annual rental rate of Ten and 00/100 Dollars (\$10.00) per square foot per annum (the "Rental Rate"). Thereafter, beginning on the first day of the Fourth (4th) year immediately following the Commencement Date, and continuing for a period of Three (3) consecutive years thereafter, Lessee shall pay Building Rent to the Authority an annual rental rate of Twelve and 00/100 Dollars (\$12.00)

per square foot per annum (the "Rental Rate"), subject thereafter to adjustment as set forth in Articles 5.07 and 5.08 below.

5.03 Building Rent. Building Rent for the Premises, containing approximately Fifteen Thousand Two Hundred Four (15,204) square feet, shall be payable to the Authority beginning on the first (1st) day of the Thirteenth (13th) month immediately following the Commencement Date, and continuing for a period of Two (2) consecutive years thereafter, in the amount of One Hundred Fifty-Two Thousand, Forty and 00/100 Dollars (\$152,040.00) per year, payable in equal monthly installments to the Authority in the amount of Twelve Thousand, Six Hundred Seventy and 00/100 Dollars (\$12,670.00) per month (the "Premises Rent"). Building Rent for the Premises, beginning on the first (1st) day of Fourth (4th) year immediately following the Commencement Date, and continuing for a period of Three (3) consecutive years thereafter, in the amount of One Hundred Eighty-Two Thousand, Four Hundred Forty-Eight and 00/100 Dollars (\$182,448.00) per year, payable in equal monthly installments to the Authority in the amount of Fifteen Thousand, Two Hundred Four and 00/100 Dollars (\$15,204.00) per month (the "Premises Rent"), subject thereafter to adjustment as set forth in Articles 5.07 and 5.08 below.

5.04 Monthly Installments. Building Rent for the use of the Premises, as herein defined, shall be payable in advance to the Authority in equal monthly installments, without demand and without any deduction, holdback or set off whatsoever, by the first day of each month beginning on the Commencement Date and thereafter throughout the Term of this Agreement, and any extension thereto, as adjusted, in accordance with Article 5.08 below together with applicable sales tax. Any payment due hereunder for a fractional month shall be calculated and paid on a per-diem basis calculated based on the actual number of days in the month.

5.05 Common Area Maintenance Fees. The Authority reserves the right to recover all or a portion of all costs incurred by the Authority attributable to the maintenance and repair of the Non-Exclusive Premises, hereinafter referred to as Common Area Maintenance Fees ("CAM Fees"), which CAM Fees shall be assessed to the Lessee, in common with other tenants, and paid by Lessee to the Authority in equal monthly installments, in advance on or before the first (1st) day of each month beginning on the Rent Commencement Date hereof and continuing thereafter throughout the Term of the Lease as set forth on Exhibit D, attached to this Amendment. The CAM Fee assessed shall not exceed the monthly amount stated for each calendar year listed on Exhibit D.

5.06 Address for Payments. Lessee shall pay all rents, fees, charges, and all billings required by this Agreement to the following address, or at such other address as may be directed in writing by the Authority from time to time:

Finance Department
Sarasota Manatee Airport Authority
Sarasota Bradenton International Airport
6000 Airport Circle, Third Floor-West
Sarasota, FL 34243-2105

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

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

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

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

This Agreement shall automatically be considered amended, without formal amendment hereto, upon written notification by Authority of the rental rates established pursuant to this Section. Any delay or failure of the Authority in computing the adjustment in rental, as hereinabove provided, shall not constitute a waiver of or in any way impair the continuing obligation of Lessee to pay such an adjusted annual rental from the applicable adjustment date. Notwithstanding any provision of this Agreement to the contrary, annual rental rates shall not be adjusted to an amount less than the annual rental rates payable during the period immediately preceding the rental adjustment date.

The CPI adjustment as set forth in 5.08 above shall occur on the third anniversary of the Appraisal Adjustment Date, and every three years thereafter until the next Adjustment Date. After an Appraisal Adjustment Date, the CPI adjustment shall occur every three years after such Appraisal Adjustment Date.

5.09 Late Payments. Lessee shall pay the Authority interest at the maximum rate permitted by law, but not more than one and one-half percent (1½ %) per month or eighteen percent (18%) per annum, on any late payments commencing ten (10) days after the amounts are due. To the extent permitted by law, Lessee agrees that acceptance of late payments by the Authority shall not constitute a waiver of Lessee's default by the Authority with respect to such overdue amount, nor prevent the Authority from terminating this Agreement for default beyond applicable cure periods in the payment of rents, fees, or charges due to Authority pursuant to this Agreement, or from enforcing any other provisions, rights, or remedies granted herein or conferred by law. In the event Lessee delivers a worthless check or draft to the Authority in payment of any obligation arising under this Agreement, Lessee shall incur a service charge of One Hundred Dollars (\$100.00) or five percent (5%) of the face amount of such check, whichever is greater, or if Florida Statute Article 832.07 is amended, such other fee as shall be set by Florida State Statute.

5.10 Security Deposit. Prior to the Commencement Date of this Agreement, Lessee shall post a non-interest-bearing security deposit with the Authority equivalent to twelve (12) months of Building Rent ("Security Deposit"). The Security Deposit shall serve as security for the payment of all sums due to the Authority and secure the performance of all obligations of Lessee to the Authority. The Security Deposit shall be either in the form of a clean Irrevocable Letter of Credit ("Letter of Credit") or Surety Bond ("Bond") in a form and substance reasonably satisfactory to the Authority. In the event of a failure by Lessee to pay

any rents, fees, or charges when due, or perform any other term, covenant, or condition of this Agreement, or Lessee incurs a default under this Agreement beyond the applicable cure period, then in addition to all rights and remedies available to the Authority at law or in equity, the Authority shall be entitled to draw on the Security Deposit and apply the same to all amounts owed.

Upon notice of any such drawing, Lessee shall immediately replace the Security Deposit with a new Letter of Credit or Bond in the full amount of the Security Deposit required herein. Lessee shall increase the amount of the Security Deposit to reflect any increases in the amounts payable herein within thirty (30) days after notification by the Authority of any such increase. The Security Deposit shall be kept in full force and effect throughout the Term of this Agreement, and any extension thereto, for a period of three (3) months after the termination of this Agreement. Not less than forty-five (45) calendar days prior to any expiration date of a Letter of Credit or Bond, Lessee shall submit evidence in form satisfactory to the Authority that such a security instrument has been renewed. Failure to renew a Letter of Credit or Bond or to increase the amount of the Security Deposit as required by this Agreement shall constitute a default of this Agreement, entitling the Authority to all available remedies. The Security Deposit shall not be returned to Lessee or released by the Authority until all Lessee's obligations under this Agreement have been fulfilled and satisfied.

5.11 Sales and Use Tax. Lessee hereby covenants and agrees to pay monthly to the Authority all sales, use or other taxes imposed pursuant to Florida Statutes, or any imposition in lieu thereof, excluding State and/or Federal Income Tax, franchise taxes, and similar taxes, now or hereinafter imposed upon the Building Rent or other rents, fees, and charges due and payable by Lessee to the Authority pursuant to this Agreement, notwithstanding that said the statute, ordinance, or other enactment imposing said tax may endeavor to impose the tax upon the Authority to the extent permitted by law.

5.12 Other Taxes and Fees. Lessee shall pay, on or before their respective due dates, all federal, state and local taxes and fees, and all special assessments of any kind, which are now or may hereafter be levied upon the Premises and any Improvements thereon, or the leasehold estate granted pursuant to this Agreement, or upon Lessee, or Lessee's Activities or other business conducted on the Premises, or upon any of Lessee's property used in connection therewith, or upon any rentals or other sums payable hereunder, including, but not limited to any ad valorem taxes, based upon Lessee's pro rata share according to the area of the Premises if the Premises do not have their own separate tax bill, and sales or excise taxes on rentals, and personal property taxes against tangible and intangible personal property of Lessee. Notwithstanding, Lessee shall have the right to contest or protest any of the foregoing in accordance with applicable laws, rules, and regulations. The Authority agrees to reasonably cooperate with Lessee in such contest or protest, if any.

The Authority agrees to deliver to Lessee promptly after receiving any such tax bill, but in any event at least thirty (30) days prior to the date such tax bills are due, any tax bills that the Authority receives with respect to the Premises. Lessee shall maintain all current federal, state, and local taxes, licenses and permits required for the operation of Lessee's Activities and other business conducted by Lessee. Lessee shall further pay in full any tax or assessment which arises by reason of Lessee's Activities, use or occupancy of the Premises at any time after the Effective Date. Taxes for any partial calendar year during the Term shall be prorated.

5.13 Common Area Maintenance. The Authority reserves the right to assess and collect from Lessee additional rents, fees, and charges in common with other lessees at the Airport, including, but not limited to, common area maintenance fees as required by the Authority to recover all or any portion of such maintenance costs, which fees shall be assessed based on Lessee's proportionate use with other lessees at the Airport.

5.14 Absolute Net Agreement. This Agreement shall be "triple net" without cost of any kind to the Authority during the Term of this Agreement, or any extension thereto, including, but not limited to, all

costs incurred for any taxes, insurance, maintenance, repairs, and improvements, attributable to Lessee's use of the Premises and all Improvements.

5.15 Rent a Separate Covenant. Lessee shall not withhold or reduce Lessee's required payments to the Authority attributable to any rent, fees, or charges pursuant to this Agreement, except as authorized in writing by the Authority. It is expressly understood and agreed to by the Parties to this Agreement that the payment of all rent, fees, and additional rent, if any, pursuant to this Agreement is a covenant independent of all other covenants of the Parties to this Agreement.

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

5.17 Additional Remedies. The Authority shall have all rights granted by this Agreement and afforded by law to enforce Lessee's timely payment of all Building Rent, all other rents, fees, and charges required to be paid by Lessee to Authority pursuant to this Agreement, as are available to the Authority.

Article 6 - Records and Reporting

6.01 Accounting Records. Lessee shall prepare and maintain, throughout the Term of this Agreement, and any extension thereto, all books of accounts and records customarily maintained by an Aviation Education, Training and Instruction services provider in accordance with Generally Accepted Accounting Principles (GAAP). Such books of accounts and records shall be retained and be available for five (5) years following the expiration or earlier termination of this Agreement and then be disposed in accordance with Chapter 119 of Florida Statutes, as amended, as if said Chapter controls Lessee. With seven (7) business days prior written notice, the Authority shall have the right during normal working hours to audit and examine all such books of accounts and records relating to Lessee's collection and payment of all rents, fees, and charges payable to the Authority herein up to three (3) times per year. If the books of accounts and records are kept at locations other than the Airport, Lessee shall arrange for them to be brought to a location convenient and acceptable to the Authority's auditors to perform the audits and inspections as provided herein.

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

6.03 Federal Access to Records. The Lessee agree to provide the Authority, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorize representatives access to any books, documents, papers and records of the Lessee which are directly pertinent to this Agreement for the purpose of an audit, examination, excerpts and transcriptions. The Lessee agrees to maintain all books, records and reports under this Garment for a period of not less than three (3) years after the final payment is made and all pending matters are closed.

Article 7 - Construction of Improvements

7.01 **Right to Construct.** Lessee shall have the right, at its sole expense, to improve the Premises or any Improvements thereon subject to the terms, covenants, and condition of this Agreement. Lessee shall not have the right to construct or install any object or structure that is deemed, in whole or part, not compatible with the current zoning, contemplated by the existing use of the building in which the Premises are located, or otherwise inconsistent with any applicable policies, rules and regulations of the Federal Aviation Administration.

7.02 **Tenant Improvements.** Lessee shall select and hire its own architect and contractor to design and construct, manage the budget, perform all demolition, design, permitting, and construction activities required to construct a properly fire rated demising wall on the full length of the lease line at the east end of the Premises, separate all utilities, including heating ventilation and air conditioning, and construct two (2) restrooms within the Premises (hereinafter, the "Improvements"). All design, permitting and construction of the Improvements shall be completed in accordance with all applicable rules, regulations and code requirements of all authorities having jurisdiction thereto, required for the use and occupancy of adjoining education and light industrial use tenants on each side of the demising wall, as depicted on Exhibit D, attached hereto.

7.03 **Tenant Allowance.** The Authority shall provide Lessee an allowance to reimburse Lessee for Lessee's actual costs incurred attributable to the Improvements in an amount up to but not to exceed Thirty-Two and 33/100 Dollars (\$32.33) per square foot, or a total of Four Hundred Eighty-Fifty Thousand and 00/100 Dollars (\$485,000.00), herein after the "Allowance". Non-capital expenses including, but not limited to, third-party professional services and related administrative expenses attributable to the Improvements shall not exceed fifteen percent (15%) of the Allowance, which amount shall in no event exceed Seventy-Two Thousand, Seven Hundred Fifty and 00/100 Dollars (\$72,750.00).

Following the Authority's approval of the Plans for the Improvements, as set forth in Article 7.05 of this Agreement, and Lessee's commencement of design and construction of the Improvements, Lessee shall submit to the Authority once every thirty (30) days all actual invoices of costs incurred by Lessee to complete the Improvements. The Authority agrees to reimburse Lessee for all reasonable costs incurred by Lessee to complete the Improvements based on the actual invoices received once every thirty (30) days. The Authority shall notify Lessee in writing regarding the details and requirements for reimbursement of any actual invoices not reimbursed by the Authority.

All reimbursements issued by the Authority from the Allowance shall be by direct payment to Lessee in accordance with Exhibit D. Lessee acknowledges that the Authority shall not provide any other allowances, reimbursements, rental credits or concessions, monetary or otherwise, to Lessee with respect to the construction of the Improvements as a condition to Lessee's obligations under the Lease except as expressly provided herein. If and to the extent the Lessee's cost attributable to the Improvements exceeds the Allowance, Lessee shall be solely liable for all such excess costs and shall pay the same as and when due. No reimbursement will be made by the Authority to the Lessee for any equipment, furniture or fixtures not required by law for fire safety, security, electrical, plumbing, heating, ventilation and air conditioning.

7.04 **Permitting Process.** Lessee shall not construct or install any Improvements at or on the Premises without the prior written approval of the Authority's President and Chief Executive Officer, which approval shall not be unreasonably withheld. Said approvals shall be subject to the construction approval process set forth herein. Lessee shall always comply with the tenant construction permit process established by the Authority. If Lessee requests permission to make or install Improvements and approval is granted in writing by the Authority, the following conditions shall apply:

- (A) Lessee shall obtain and maintain all required permits and licenses and comply with all applicable zoning laws, building codes, and all other applicable laws, rules, and regulations

of any governing body with jurisdiction. At no cost or expense to the Authority, the Authority agrees to cooperate upon the reasonable request of Lessee in obtaining any government permits, licenses, or approvals, including, without limitation, executing any applications as owner of the Premises on Lessee's behalf.

- (B) Prior to any construction within the Premises, all contractors and subcontractors shall be required to execute an indemnification agreement in favor of the Authority and provide evidence of sufficient liability insurance to the Authority in a form, manner, and amount acceptable to the Authority.
- (C) All Improvements shall be constructed in accordance with the terms, covenants, and conditions of this Agreement.
- (D) Prior to construction, Lessee shall provide the Authority with a performance and payment bond in an amount equivalent to the estimated total cost of the which said amount shall account for reasonable potential cost overruns, contingencies, and cost estimate errors. The costs of said payment and performance bonds shall be considered non-capital expenses attributable to the Improvements and included in the Tenant Allowance for non-capital expenses as set forth in Article 7.03, above.
- (E) Lessee shall pay all financial costs and obligations attributable to the completion of all design, permitting and construction of Improvements.
- (F) Lessee shall ensure the timely performance of all inspections by governmental agencies with appropriate jurisdiction and timely payment of all costs attributable to the design, permitting and construction of all Improvements.
- (G) All Improvements constructed or installed on the Premises, including, but not limited to, all plumbing, electrical, heating and cooling, and security systems, fencing, lighting and equipment, shall comply with all applicable governmental laws, rules, regulations, adhere to standard industry practices, and consist of design and construction materials acceptable to the Authority.
- (H) All Improvements defined below shall comply with all requirements of the Minimum Standards applicable to Lessee's Rights and Privileges granted by this Agreement.
- (I) No elevated lighting or signage shall be constructed, erected, displayed, or maintained by Lessee on or outside the Premises on other areas of the Airport that are visible in any way off the Premises without the prior written consent of the Authority, which consent shall not be unreasonable withheld. All such lighting and signage not approved by the Authority shall be immediately removed at the sole cost of the Lessee upon written request by the Authority. At the end of the Term, as may be amended, Lessee shall remove all signage from the Premises and repair all damage to the Premises, if any, caused thereby.

7.05 Construction Approvals. Prior to constructing or installing any Improvements on the Premises, Lessee, without cost to the Authority, shall submit to the Authority detailed preliminary design and construction plans and specifications for the Improvements, including vertical renderings, site map, floor plans, and spec sheets for installations, (collectively hereinafter "Preliminary Plans") in accordance with design and construction standards established by the Authority, as may be amended, for the Authority's preliminary review, revision, comment, and consideration for approval. All Thirty Percent (30%) complete Preliminary Plans and One Hundred Percent (100%) complete Preliminary Plans shall be subject to review and written approval by the Authority prior to Lessee proceeding with any design or construction.

The Authority shall review all Preliminary Plans and provide Lessee with a written response within thirty (30) days following receipt of the Preliminary Plans. In the event the Authority fails to provide Lessee with a written response within thirty (30) days, the number of days exceeding thirty (30) days shall be added to the Commencement Date. If the Authority fails to provide a written response to Lessee within thirty (30) days, Lessee shall withhold the Monthly Installment of Building Rent due to the Authority until the Lessee receives the Authority's written response to the Preliminary Plans. If the Authority fails to provide a written response to Lessee within sixty (60) days, said delay shall be deemed Authority's approval of such Preliminary Plans. In the event the Preliminary Plans are subject to review by a governmental agency with jurisdiction over the Airport, including but not limited to the FAA and/or FDOT where applicable, the timeframe for review shall be extended to the amount of time required for such governmental agency to complete its review. In the event the Authority does not approve the Preliminary Plans, Lessee shall be notified by the Authority of the reasons for disapproval and the necessary revisions required to be made to the Preliminary Plans for further review and consideration for written approval by the Authority. The Preliminary Plans approved or deemed approved by the Authority are hereinafter referred to as the "Plans".

Within one ninety (90) days following Lessee's receipt of a certificate of occupancy or certificate of completion, as applicable, for any Improvements constructed pursuant to this Article, Lessee, at its sole cost and expense, shall have prepared and delivered to the Authority one (1) complete set of as-built drawings of all Improvements to the Premises, in a PDF or other electronic format acceptable to the Authority, and one (1) complete set of Auto CAD files in the latest version acceptable by the Authority. Within one ninety (90) days following completion of the Improvements, Lessee shall provide the Authority with a written report detailing the total costs of all Improvements including a detailed schedule for each category of the Improvements. The report shall be in form and substance reasonably satisfactory to the Authority which shall be prepared, and certified by an independent Certified Public Accountant, not an employee of Lessee, and include an official opinion regarding the information contained in the report. The report shall not contain a qualified opinion, adverse opinion, or a disclaimer of opinion, as defined by the American Institute of Certified Public Accountants or any successor agency thereto, regarding the information contained in the required report.

7.06 Liens Not Allowed. Authority's interest in the Premises shall not be subject to any construction, mechanic's, materialman's, tax, laborers, or any other lien, whether the Authority has issued its written approval for any Improvements or not. Lessee shall hold the Authority and its interests in the Premises harmless from any lien thereon. Lessee agrees that nothing contained in this Agreement shall be construed as consent by the Authority to subject the Authority estate or interests to liability under the Construction Lien Law of the State of Florida and the Authority's estate shall not be subject to such liability.

Lessee shall notify all parties providing materials or performing any work relating to any Improvements made by Lessee pursuant to this Agreement. If so, requested by the Authority, Lessee shall file a notice satisfactory to the Authority in the Official Public Records of Authority, stating that the Authority interest shall not be subject to any lien for materials received for all Improvements made by Lessee. If a construction lien is filed against the Premises or other Authority property in connection with any materials provided or work performed by or on behalf of Lessee, Lessee shall satisfy such claim or transfer the same to security within ten (10) days from the date of filing. If Lessee fails to transfer or satisfy such claim within the ten (10) day period provided, the Authority may do so and thereafter Lessee shall be required to promptly reimburse the Authority all costs incurred by the Authority in connection with the satisfaction or transfer of such claim, including attorneys' fees, and Lessee shall promptly pay to Authority without delay all such related costs upon demand, as additional rent.

Article 8 - Title for Improvements

8.01 Title for Improvements. Lessee shall be deemed to be the owner of all Improvements, fixtures, furniture, and equipment constructed or placed on the Premises by Lessee during the Term of this Agreement, or any extension thereto. Upon expiration of the Term or the earlier termination of this

Agreement as provided herein, all Improvements, fixtures and equipment constructed or placed upon the Premises by Lessee, title to which has not previously vested in Authority hereunder, shall become the absolute property of the Authority, and the Authority shall have every right, title, and interest therein, free and clear of any liens, mortgages, and other encumbrances. Upon the request of the Authority, Lessee shall provide the Authority with a bill of sale or other evidence of the transfer of ownership of the Improvements together with evidence satisfactory to the Authority that all Improvement, fixtures, furniture, and equipment are free from all liens, mortgages, and other encumbrances.

8.02 Conveyance of Improvements. Notwithstanding any provision of this Agreement to the contrary, upon the expiration or earlier termination of this Agreement, Lessee shall demonstrate to the Authority, in a manner acceptable to the Authority, that all Improvements and utilities on the Premises are functioning effectively and are in compliance with all applicable rules and regulations, including but not limited to all applicable environmental, stormwater, building, fire, safety, and security regulations then in affect.

8.03 Survival of Article. The full provisions of this Article 8 shall survive the expiration or earlier termination of this Agreement.

Article 9 - Utilities

9.01 Utility Costs. The Lessee shall be solely responsible for providing and maintaining all utilities required to meet the needs of the Lessee to and on the Premises. Lessee shall pay for all electricity, water, sewer, refuse, communications, and other utilities services provided to and on the Premises. Metering devices installed by Lessee for all utilities shall be installed at the sole cost of Lessee. Extension of utility lines and services to the Premises to meet the needs of Lessee shall be at the sole cost of Lessee and shall become the property of the Authority upon installation unless otherwise agreed to in writing by the Parties. If for any reason, except for a force majeure event, either Party's actions or failure to act result in damage or disruption to any utility provided to the Premises, the Party whose actions or failure to act resulted in said damage or disruption shall be responsible for all repairs and the total cost thereof. All repairs, if there are any, shall be made without delay.

9.02 Storm Water and Sanitary Sewage. Lessee acknowledges that certain improvements on Authority owned land are subject to federal storm water regulations as set forth in 40 CFR Part 122. Lessee agrees to observe and abide by said regulations applicable to Lessee's Improvements and use of the Premises. Lessee shall take all steps necessary to apply for and obtain a storm water discharge permit as may be required by said regulations for Lessee's Improvements at the Airport before using the Authority's Non-Exclusive Off-Site Stormwater Facilities.

Notwithstanding any other terms, covenants, or conditions of this Agreement, the Authority and Lessee each acknowledge that close cooperation is necessary between the Parties and that all tenants and users of the Authority's Non-Exclusive Off-Site Stormwater Facilities is required to ensure compliance with any storm water discharge permit terms and conditions, to ensure safety, and to minimize costs. Lessee further acknowledges that it may be necessary from time to time throughout the Term of this Agreement, and any extension thereto, to implement and maintain new "Best Management Practices", as may be directed by the Authority, with other Airport tenants using the Non-Exclusive Off-Site Stormwater Facilities, to minimize the exposure of storm water to "significant materials" generated, stored, handled, or otherwise used by Lessee on the Premises, as defined in the federal storm water regulations.

The Authority shall provide Lessee written notice of those storm water discharge permit requirements that are in the Authority's storm water permit and the Best Management Practices that Lessee will be required to perform from time to time, including, but not limited to, the certification of non-storm water discharges associated with Lessee's use on the Premises, collection of storm water samples for analysis of contamination collected within the Premises, preparation of storm water pollution prevention plans or similar stormwater

management plans, the maintenance of discharge records and other related records, including all applicable deadlines.

Lessee shall notify the Authority in writing within thirty (30) days of receipt of any written notice by the Authority if it disputes any of the storm water discharge permit requirements it is being directed to undertake. If Lessee does not provide such timely notice, Lessee shall be deemed to consent to promptly undertake such requirements. If Lessee provides the Authority timely written notice that it disputes such storm water discharge permit requirements, the Authority and Lessee agree to collectively seek to resolve their differences. However, the Authority reserves the sole right to make the final determination of what is required by the Lessee and Lessee agrees to undertake those storm water discharge requirements and practices imposed by the Authority. Lessee further agrees to undertake those storm water discharge permit requirements for which it has received written notice from any governmental agency charged with enforcement of storm water regulations. Lessee acknowledges that time is of the essence and will make every effort to meet all deadlines that may be imposed on Lessee and Lessee warrants that it will not object to any written notice from the Authority for purposes of delay or avoiding compliance.

The Authority agrees to provide Lessee, at its request, with any nonprivileged information collected and submitted to any governmental entity pursuant to applicable storm water regulations. The Authority shall also provide Lessee with written notice of any breach by Lessee of the Authority's storm water discharge permit, practices, or other provisions of this Article. Lessee agrees to cure promptly any breach caused by Lessee as a direct result of Lessee's use of the Premises. If such a breach is material and thereafter continues without a timely resolve acceptable to the Authority, the Authority reserves the right to terminate this Agreement without further cause.

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

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

9.03 Utility Easements. Nothing in this Agreement shall impair any existing utility easements, nor impair the Authority's right of access to any existing utility lines. The Authority reserves the right to grant utility easements, licenses, and rights-of way to others over, under, through, across, or on the Premises; provided, that no such grant may materially interfere with Lessee's existing operations, or any planned or ongoing construction approved by the Authority as required by this Agreement or reduce the value of the Improvements defined herein.

9.04 Failure of Utility Systems. The Authority shall not be responsible or liable to Lessee for any claims for compensation or any losses, damages or injury whatsoever sustained by Lessee including, but not limited to, those resulting from failure of any water supply, heat, air conditioning, electrical current, or sewerage or drainage facility, except to the extent such loss or damage was caused by the negligence or willful misconduct of the Authority, its contractors, agents, or employees otherwise affected by Article 768.28, Florida Statutes, or caused by natural physical conditions on the Premises, whether on the surface

or underground, including stability, moving, shifting, settlement of ground, or displacement of materials by fire, water, windstorm, tornado, hurricane, act of God or state of war, civilian commotion or riot, or epidemic, or any cause beyond the control of the Authority. Notwithstanding anything herein to the contrary, if Lessee is prevented from using the Premises for three (3) days due to the unavailability, interruption, or failure of the utility service to the Premises attributable to causes under the reasonable control of the Authority, commencing on the fourth (4th) day after written notice thereof by Lessee is delivered to the Authority, Lessee shall be entitled to a proportional abatement of Building Rent for each day the Lessee is so prevented from using the Premises.

Article 10 - Maintenance and Repairs

10.01 **Premises and Improvements.** Lessee agrees throughout the Term of this Agreement, and any extension thereto, to maintain the Premises and all Improvements and equipment thereon. Lessee shall be solely responsible for all maintenance and repairs of the Premises and all Improvements on the Premises, whether such repair or maintenance be ordinary or extraordinary. Lessee shall maintain the Premises and all Improvements thereon in good working order, repair and preservation throughout the Term of this Agreement and any extension thereto. Lessee shall be solely responsible for the cost of all said maintenance and repair and any damage to the Premises, Improvements and equipment on the Premises, including any damage to adjacent leasehold and common use areas, land and Improvements caused by Lessee, its contractors, agents, employees, students or guests.

All maintenance and repairs performed by Lessee shall be of a quality and class equivalent to the original approved construction or installation, to preserve the Premises and all Improvements and equipment thereon in a safe, secure and good working order and repair, consistent with industry standards. The Authority shall not be liable for, or required to perform, any maintenance or repairs to the Premises, the Improvements or equipment thereon, except as stated in Article 10.05 below, unless directly related to damage caused by the Authority, its contractors, agents, or employees' negligence, in which event the Authority shall be responsible for repairing all such damage. Without limiting the general requirements specified, Lessee shall:

- (A) Maintain and repair in a safe, secure and clean working condition all ceilings, doors, windows, interior walls, equipment, fencing, lighting, fixtures, plumbing, electrical, heating, ventilation and cooling ("HVAC") systems located on the Premises.
- (B) Perform HVAC system maintenance annually and maintain at its expense an air conditioning servicing agreement with a licensed HVAC company.
- (C) Maintain and repair all interior walls and surfaces, paint, clean and remove all mildew, staining, dirt, and cobwebs as needed to maintain clean and attractive environment, without signs of chipping, cracking, or excessive fading.
- (D) Provide, maintain, and repair all lighting, fire protection, fencing, safety and security systems, equipment and all other devices of every kind required by law, whether by rule, regulation, ordinance, or directive of any governmental agency with proper jurisdiction.
- (E) Provide janitorial and custodial maintenance of the Premises and the Common Areas as required to always maintain a clean and orderly environment.
- (F) Clean and remove all oil, gasoline, grease, lubricants, chemicals, and all other substances that present a danger or risk of injury of any kind, or can have a corrosive, detrimental or dangerous effect on the pavement, curbs, sidewalk and flooring caused by their use. Lessee shall not overload any pavement, curb, sidewalk, floor or other paved area on the Premises and shall promptly repair any paved area including supporting members,

damaged by any overloading.

- (G) Maintain and repair all utilities that are now or subsequently located on the Premises that are used exclusively by Lessee including, but not limited to, all supply lines for water, gas, sanitary sewer, stormwater drainage, electrical power, telephone, data, and telecommunications.
- (H) Maintain, repair, repaint, and keep clean, or replace as necessary all signage serving the Premises, located on and off the Premises.

10.02 Fire Suppression Systems. Lessee shall maintain and repair all fire suppression systems, including, but not limited to, all sprinkling systems, extinguishing systems, and fire prevention apparatus located on the Premises and the Improvements on the Premises in compliance with all applicable rules and regulations. From time to time, and as often as requested or required by the Authority or any governmental agency with appropriate jurisdiction, Lessee shall conduct water pressure, water flow, and performance tests of all said fire suppression systems and apparatus located on the Premises to continually ensure their proper function and reliability. Prior to the Effective Date of Agreement, the Authority shall provide Lessee with a copy of the most recent inspection report for the sprinkling system.

10.03 Waste Management. The Lessee shall be solely responsible for the safe, sanitary and sufficient storage, recycling and handling of all refuse generated at the Premises. The Lessee shall provide adequate, suitable, covered, leak proof receptacles for the collection of all waste and recyclables on the Premises as determined acceptable to the Authority. Lessee shall promptly remove from the Premises or otherwise promptly dispose of in a timely manner all refuse, waste and recyclable materials, whether solid or liquid, arising out of the use or occupancy of the Premises and the Improvements thereon. The Lessee shall schedule the service times and frequencies to service all receptacles on the Premises to ensure the proper storage, handling and disposal of all waste to the designated landfills. The Lessee shall not store any goods, materials or supplies including, but not limited to, any wheels, tires, parts, pallets, barrels, boxes, cartons, or containers on the Premises except as may be approved in advance in writing by the Authority.

10.04 Inspection of Premises. The Authority shall have the right to inspect the Premises and all Improvements thereon at all reasonable times, provided that the exercise of such a right shall not unreasonably interfere with Lessee's Use of Premises. Except for the need to address any emergency or other similar exigency, the Authority shall have, with forty-eight (48) hours prior written notice to Lessee, the right to enter the Premises during Lessee's normal business hours to inspect the Premises and all Improvements located thereon for the purpose of determining if Lessee's compliance with the terms, covenants, and conditions of this Agreement. In the event Lessee is deemed not in compliance with any term, covenant, or condition of this Agreement, as reasonably determined by the Authority, the Authority shall provide Lessee with written notice of such noncompliance. Upon receipt thereof, Lessee shall immediately take corrective action to remedy such noncompliance to the satisfaction of the Authority. If corrective action is not initiated and pursued in a diligent manner through to completion within ten (10) days following receipt of written notice by the Authority, the Authority may take corrective action, provided that the Authority shall not be required to cause the same to be accomplished. If the Authority takes any corrective action, Lessee shall assume and be fully liable to the Authority for payment of all costs incurred by the Authority by its actions, plus a fifteen percent (15%) administrative overhead fee, which fee shall be considered additional rent and reasonable compensation due and payable to the Authority within thirty (30) days following written notice by the Authority.

10.05 Maintenance by Authority. The Authority shall maintain all landscaping and irrigation, pavements, curbs, gutters, foundations, flooring, roofs and exterior walls in watertight, safe, secure and clean conditions, including the timely repair of all cracks, spalling, chipping and flaking of all pavement surfaces. The Authority shall further maintain all soil and drainage conditions, and anti-erosion measures including,

but not limited to, cleaning gutters, swales and ditches, planting and replanting lawns, trees and shrubs as necessary to maintain proper soil and drainage conditions for all unpaved portions of the Premises.

Article 11 - Operating Standards

11.01 Minimum Standards. Lessee covenants and agrees to observe and obey, and to require all of Lessee Parties to observe and obey the Airport Minimum Standards for Aeronautical Activities pertaining to Lessee's use and occupancy, including any amendments and supplements thereto, published and displayed on the Authority's website regulating Lessee's use rights and privileges and conduct on the Premises as may be promulgated from time to time by the Authority throughout the Term of this Agreement, as may be amended. The obligation of Lessee to require such observance and compliance on the part of the Lessee Parties shall always apply while such Lessee Parties are on any portion of the Premises. In the event of any inconsistency between the Minimum Standards and the terms of this Agreement, the terms of this Agreement shall control. Lessee acknowledges that it has received the Authority's most recent Minimum Standards for Aeronautical Activities at the Airport.

11.02 Rules and Regulations. Lessee covenants and agrees to observe and obey, and to require all of Lessee Parties to observe and obey all Airport Rules and Regulations and directives of the Authority, including any amendments and supplements thereto, published and displayed on the Authority's website regulating Lessee's Activities and conduct on the Premises as may be promulgated from time to time by the Authority throughout the Term of this Agreement, as may be amended. The obligation of Lessee to require such observance and compliance on the part of the Lessee Parties shall always apply while such Lessee Parties are on any portion of the Premises. In the event of any inconsistency between the Rules and Regulation and the terms of this Agreement, the terms of this Agreement shall control.

11.03 Permits and Licenses. Lessee agrees that it shall, at its sole cost, obtain, comply with, and maintain current all required permits, licenses, certifications, and other governmental authorizations required for Lessee's Activities conducted on the Premises and at the Airport. Upon the written request of the Authority, Lessee shall immediately provide the Authority with copies of all such permits, licenses, certifications, and authorizations requested by the Authority pursuant to this Article.

11.04 Conduct on the Premises. Lessee's Use of Premises and all other activities by Lessee on the Premises shall be perform in a professional, orderly, and commercially prudent manner, consistent with the nature of such operations so as not to unreasonably interfere with the activities of other tenants and users at the Airport. Lessee shall further control all conduct, demeanor, and appearance of Lessee's contractors, agents, employees, students and guests on the Premises and, upon reasonable objection by the Authority concerning any conduct, demeanor, or appearance of any such parties, shall immediately take all reasonable steps necessary to remove the cause of the objection.

11.05 Physical Nuisances. Lessee shall not commit any physical nuisance on the Premises and shall not do or permit Lessee's Parties to do anything which would create or require maintenance of such nuisance on the Premises. Lessee shall not create nor permit to be caused or created upon the Airport or the Premises any kind of aberrant obnoxious odor, smoke, noxious gases, fumes, or vapors. The creation of exhaust fumes by the operation of internal combustion engines shall not be a violation of this Agreement, provided such engines are well maintained and operated in a visibly clean and proper manner.

11.06 Derelict Aircraft. Lessee shall not permit the temporary or permanent storage of any Derelict Aircraft anywhere on the Airport unless a derelict vehicle is used for training or education of Lessee's clients, or otherwise approved by Authority, without an active repair contract or work order that is being diligently performed. Derelict Aircraft shall be removed by Lessee from the Airport within thirty (30) days after written notice by the Authority. If requested by the Authority, Lessee agrees to provide copies of any active repair contract or work order that is being diligently performed on any derelict aircraft. If Lessee fails to provide Authority with satisfactory copies of an active repair contract or work order that is being

diligently performed within ten (10) days after the date of the Authority's request, such Derelict Aircraft shall be removed from the Airport and the Airport by Lessee within thirty (30) days following written request by the Authority.

11.07 Derelict Vehicles. Lessee shall not permit the temporary or permanent storage of any Derelict Vehicle anywhere on the Common Areas or elsewhere on the Airport. Lessee shall not allow Lessee Parties to park vehicles within the grass areas of the Common Areas, or anywhere on the Airport not leased or licensed directly to Lessee without the prior written approval of the Authority. Lessee shall cause any Derelict Vehicle to be removed from the Common Areas and the Airport within twenty-four (24) hours after written notice from the Authority.

6.7

Article 12 - Federal State and Local Regulations

12.01 Full Compliance. Throughout the Term of this Agreement, and any extension thereto, Lessee and Lessee's contractors, agents, employees, students and guests shall maintain full compliance with all Airport Rules and Regulations of the Authority and all applicable federal and state statutes, rules and regulations, ordinances and directives of any kind or nature whatsoever, as now exist or are hereafter promulgated or amended, related in any way to Lessee's use and occupancy of the Premises and the Improvements thereon including, but not limited to, all Federal Aviation Administration Advisory Circulars, Orders and Directives.

12.02 Permits and Licenses. Lessee agrees that it shall, at its sole cost, obtain, comply with, and maintain current all the required permits, licenses, certifications, and other government authorizations required for Lessee's Use of Premises conducted on the Premises. Upon the written request of the Authority, Lessee shall immediately provide the Authority with copies of all such permits, licenses, certifications, and authorizations requested by the Authority pursuant to this Article.

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

12.04 Airspace Regulations. Lessee and its successors and assignees expressly agree to restrict the height of structures, objects of natural growth and other obstructions on the Premises or any Common Use Area to such height to comply with Title 14, Part 77 of the Code of the Federal Regulations, as now or hereafter amended.

12.05 Federal Right to Reclaim. In the event a United States governmental agency shall demand and take over the Airport or any portion thereof wherein the Premises are located, for public or quasi-public use under any statute by right of eminent domain, or if any part of the Premises is so taken and the part not so taken is insufficient for Lessee's reasonable Use of Premises set forth in Article 4.03, which taking lasts for more than six (6) months, then this Agreement shall thereupon terminate. In such an event, Lessee's obligation to pay rent to the Authority shall be prorated as of the date of the initial taking. Thereafter all rent, fees, and charges pursuant to his Agreement shall cease upon such government agency taking, however, nothing herein shall be construed as otherwise relieving Lessee from any of its obligations or liabilities relating to any events or claims of any kind whatsoever that occur prior to such termination.

In the event only part of the Premise is so taken, and the part not so taken is sufficient for Lessee's reasonable Use of Premises set forth in Article 4.03, this Agreement shall remain unaffected except that

Lessee shall be entitled to a prorate reduction in the rent to be paid hereunder, based on the proration which the rental value of the Premises so taken bears to the rental value of the Premises originally demised.

In the event of any said partial taking, the Parties are unable to agree as to whether the part so taken is sufficient for Lessee's reasonable Use of Premises set forth in Article 4.03, or as to the reduction, if any, of the rent, such dispute shall be submitted to arbitration in the manner provided for in this Agreement. In the event the amount of Lessee's award is not determined by the Court in the event of such taking, the amount due to Lessee shall be determined by agreement between the Parties or as determined by arbitration as provided herein.

In the event any part or all of the Premises is taken by eminent domain and the Parties are unable to agree on the amount due to the Lessee, the Parties agree that the same shall be determined by arbitration under the rules of the American Arbitration Association or its successor, and judgement upon the award rendered may be entered in any Court having jurisdiction thereof.

12.06 Americans with Disabilities Act. Lessee shall comply with all applicable requirements of the Americans with Disabilities Act and the State of Florida Accessibility Requirements Manual ("ADA"), and all applicable regulations, and similar or successor laws, rules, and regulations, ordinances, and directives including cooperation with Authority, concerning the accessibility to and from the Premises for its intended use. In a like manner, the Authority shall comply with all applicable requirements of the ADA concerning its duty to maintain reasonable access to and from the Premises.

12.07 Fair Labor Standards Act. All contracts and subcontracts that result from this Agreement shall incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. Lessee has full responsibility to monitor compliance with the referenced statute or regulation. The Lessee shall address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

12.08 Occupational Health and Safety Act. All contracts and subcontracts that result from this Agreement shall incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their contractor's and subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

12.09 Public Entity Crimes. As provided in Article 287.132-133, Florida Statutes, by entering, into this Agreement or performing any work in furtherance hereof, Lessee certifies that it, and its affiliates, contractors, agents, vendors, suppliers 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 thirty-six (36) months immediately preceding the Effective Date of this Agreement. This notice is required by Article 287.133(3)(a), Florida Statutes. The Authority, before it executes this Agreement, shall require Lessee to supply the Authority with a Sworn Statement on Public Entity Crimes, attached hereto and incorporated herein as Exhibit B, with a certified copy of the entity resolution authorizing the execution of this Agreement by Lessee.

12.10 Scrutinized Companies. As provided in Article 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Lessee certifies that it, and its affiliates, contractors, agents, vendors, suppliers and consultants who perform hereunder, have not been placed on the Scrutinized Companies activities in Sudan List or Scrutinized Companies with activities in the Iran

Petroleum Energy Sector List created pursuant to Article 215.473, Florida Statutes, or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to Article 215.4725, Florida Statutes, or is engaged in business operations in Cuba or Syria. If the Authority determines, using credible information available to the public, that a false certification has been submitted by Lessee, this Agreement may be terminated and a civil penalty equal to the greater of Two Million Dollars (\$2,000,000) or twice the amount of this Agreement shall be imposed on Lessee, pursuant to Article 287.135, Florida Statutes.

12.11 Buy American Preference. Lessee certifies that it will comply with 49 USC 50101, BAB (if applicable) and other related U.S. statutes, guidance, and policies of the FAA and fully agrees to:

- (A) Only installing iron, steel and manufacture products produced in the United States:
- (B) Only installing construction materials defined as: an article, material or supply – other than an item of primarily iron, steel and manufactures product, cement and cementitious materials, aggregate such as stone, sand or gravel, or aggregate binding agents or additives that are or consist primarily of non-ferrous metals, plastics and polymers used in fiber (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber or drywall that have been manufactured in the United States.
- (C) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued waiver as evidenced by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or
- (D) Installing products listed as an Expected Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.
- (E) Provide the Authority or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured products.
- (F) Faithfully comply with providing U.S. domestic products.
- (G) To refrain from seeking a waiver request after establishment of a contract for construction, unless extenuating circumstances emerge that the FAA determines justified.
- (H) Certify that all construction materials used in the project are manufactured in the U.S.

12.12 Fire Safety Regulations. Lessee shall use and occupy the Premises in a safe, secure and orderly manner and shall comply with all safety and security standards and requirements imposed by all applicable federal, state and local laws, rules and regulations, ordinances and directives applicable to Lessee's use and occupancy thereof, now or hereafter promulgated by the Authority or any governmental agency with appropriate jurisdiction and shall require the observance thereof by Lessee's contractors, agents, and vendors, and all other persons transacting business with or for Lessee resulting from, or in any way related to, the Lessee's use and occupancy of the Premises. In that manner, Lessee shall provide and maintain all such safety, fire prevention, security systems and extinguishing devices as required by law and shall comply with all safety, security and fire code, rules and regulations, ordinances and directives of the Authority and all applicable federal, state, and local agencies with jurisdiction of the Premises. All flammable liquids that are used kept or stored at the Premises shall be handled, stored, and used in accordance with all applicable federal, state, and local laws.

12.13 Tax Assessments. No term, covenant, and condition of this Agreement shall in any way be construed as a release or waiver on the part of the Authority, as an Independent Special District of the State of Florida, or the City of Sarasota, Florida, Sarasota County, Florida, or Manatee County, Florida, of

the right to assess, levy and collect any ad valorem, non-ad valorem, license, personal, intangible, occupation, or other tax which shall be lawfully imposed on the Premises, the operations or property of Lessee.

12.14 Right of Flight. Authority reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft now known or hereafter used, for navigation of or flight in said airspace for landing on, taking off from, or operating on the Airport.

6.7

Article 13 - Civil Rights Regulations

13.01 General Civil Rights Provisions. In its Use of Premises and all other activities within the Airport, the Lessee agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

If the Lessee transfers this Agreement to another, the transferee is obligated in the same manner as the Lessee. The above provision obliges the Lessee for the period during which the Premises is used and occupied or otherwise possessed by the Lessee and the Authority remains obligated to the Federal Aviation Administration.

13.02 Title VI List of Pertinent Nondiscrimination Acts and Authorities. The Lessee, for itself, its assignees, and successors in interest (collectively referred to as the "Lessee") agrees to comply with the following non-discrimination statutes and authorities (collectively, "Non-Discrimination Authorities"), including but not limited to:

- (A) Title VI of the Civil Rights Act of 1964 (42 USC § 2000 d *et seq.*, 78 stat. 252) (prohibits discrimination based on race, color, national origin).
- (B) 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964).
- (C) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of displaced persons or whose real property has been acquired because of Federal or Federal-aid programs and projects).
- (D) Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination based on disability); and 49 CFR part 27 (Nondiscrimination based on disability in programs or activities receiving Federal financial assistance).
- (E) The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination based on age).
- (F) Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex).
- (G) The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the

terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not).

- (H) Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination based on disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38.
- (I) The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination based on race, color, national origin, and sex).
- (J) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensure nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations).
- (K) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs and activities (20 USC, § 1681, et seq).

13.03 Covenants Running with the Land.

- (A) Lessee, for its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby acknowledge and agree as a covenant running with the land that:
 - (1) In the event any facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all requirements imposed by the nondiscrimination acts and regulations listed in the Nondiscrimination Authorities, as hereinafter defined, and as may be amended, such that no person on the grounds of race, color, national origin, ethnicity, gender, religion, or age will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 - (2) No person on the grounds of race, color, national origin, ethnicity, gender, religion, or age will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Authority property, including, but not limited to, the Premises.
 - (3) In the construction of Improvements on, over, or under the Premises and the furnishing of services thereon, no person on the ground of race, color, national origin, ethnicity, gender, religion, or age will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
 - (4) Lessee will use the Premises in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Authorities.

- (B) In the event of breach of any of the above nondiscrimination covenants, Authority shall have the right to terminate this Agreement and to enter and repossess the Premises and hold the same as if this Agreement had never been made or entered. This Agreement shall not be terminated pursuant to this Article until the procedures of 49 CFR Part 21 are followed and completed, including the exercise or expiration of appeal rights.
- (C) For purposes of this Article, the term "Non-Discrimination Authorities" includes, but is not limited to, the non-discrimination statutes, regulations and authorities listed in Appendix "E" of Appendix "4" of FAA Order 1400.11, Non-discrimination in Federally Assisted Programs at the Federal Aviation Administration, as may be amended.

13.04 Non-Discrimination in Contracts. In all its Activities at the Airport, Lessee agrees to comply with pertinent statutes, executive orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If the Lessee transfers this Agreement to another, the transferee is obligated in the same manner as the Lessee. The above provision obligates the Lessee for the period during which the Land is used or possessed by the Lessee and the Authority remains obligated to the Federal Aviation Administration.

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

13.06 Sanctions for Noncompliance. In the event of Lessee's noncompliance with the nondiscrimination provisions of this Agreement, the Authority will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to, the following:

- (A) Withholding any payment due to Lessee under this Agreement until the Lessee complies, or
- (B) Cancelling, termination, or suspending this Agreement in whole or in part.

13.07 Incorporation of Provisions. The Lessee shall include the provisions of paragraph A through F in every contract and subcontract, including procurement of materials and lease of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Lessee will act with respect to any contract, subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that the Lessee becomes involved in or is threatened with litigation by a contractor because of such direction, the Lessee may request the Authority to enter any litigation to protect the interest of the Authority. In addition, the Authority may request the United States to enter litigation to protect the interest of the United States.

Article 14 - Environmental Regulations

14.01 Hazardous Substances. Lessee acknowledges, covenants and agrees to comply with all environmental regulations affecting the Lessee's use and occupancy of the Premises and Improvements thereon including, but not limited to, the following:

- (A) Notwithstanding any other provision of this Agreement to the contrary, Lessee hereby expressly covenants that Lessee is knowledgeable of, and shall comply with, all Environmental Laws applicable to Lessee's Use of Premises.
- (B) Lessee acknowledges and understands that the Use of Premises pursuant to this Agreement may involve the generation, processing, handling, storing, transporting and disposal of Hazardous Substances, which are, or may be, subject to strict regulatory control under applicable Environmental Law. Lessee expressly covenants, warrants and guarantees that it is fully qualified to manage the disposal of all such Hazardous Substances safely and securely in full compliance with all applicable Environmental Law.
- (C) Lessee hereby expressly acknowledges and accepts complete sole responsibility for its full compliance with all such applicable Environmental Laws including, but not limited to, the handling and disposal of all Hazardous Substances resulting from or arising out of Lessee's Use of Premises. In addition, Lessee shall secure all related permits and licenses and properly issue all notifications as may be required by any governmental agency having jurisdiction over Lessee's Use of Premises or the subject matter thereof.
- (D) Lessee further covenants to the Authority that Lessee, its contractors, agents and employees, shall be properly trained in the handling of all such Hazardous Substances prior to Lessee's commencement of any use on the Premises, and that such training, at a minimum, shall comply with all applicable Environmental Laws.
- (E) Lessee shall promptly provide to the Authority satisfactory documentary evidence of all such requisite legal permits and notifications pertaining to any Hazardous Substances used or otherwise maintained on the Premises or the Improvements thereon, as herein required and may further be required by any government agency with jurisdiction, immediately upon request, from time to time by the Authority.
- (F) If Lessee is deemed to be a generator of Hazardous Substances, as defined by applicable Environmental Law:
 - (1) Lessee shall obtain an EPA identification number and shall comply with all requirements imposed upon a generator of Hazardous Substances, including, but not limited to, ensuring that the appropriate transportation and disposal of such Hazardous Substances are conducted in compliance with all applicable Environmental Laws.
 - (2) Lessee shall maintain an accurate inventory list, including names and quantities, of all Hazardous Substances, whether stored, disposed of, or recycled, and all hazardous waste manifests, of which inventory list and all manifests shall be immediately available for inspection at any time on the Premises by the Authority.
 - (3) Lessee shall notify the Authority, and all such other appropriate agencies as required by law or as the Authority may designate, from time to time, of all Hazardous Substance, environmental hazardous waste, toxic, flammable, or other pollutant activities occurring on the Premises so that it shall be included as an Authority Generator of such Hazardous Substances.
 - (4) Lessee shall provide to the Authority, and to all appropriate governmental entities having jurisdiction over any Hazardous Substances, the name and telephone number of Lessee's emergency coordinator in case of any spill, leak, or other emergency involving any Hazardous Substance, environmental hazardous waste, toxic,

flammable, and/or other pollutant materials.

- (G) Lessee shall be strictly liable for, and hereby expressly assumes complete responsibility for all environmental controls, monitoring, clean-up, disposal, restoration, corrective measures, fines, and citations, resulting from or in any way connected with the use, handling, storage, and/or disposal of Hazardous Substances by Lessee and its contractors, agents, employees, students and guests on or from the Premises. All such remedies of the Authority affecting the environmental requirements as set forth herein shall be deemed cumulative in nature and shall survive the expiration or earlier termination of this Agreement.

14.02 Clean Air and Water Pollution Control. Lessee agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671 q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Lessee agrees to report any violation to the Authority immediately upon discovery. The Authority assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Lessee shall include this requirement in all contracts that exceed \$150,000.

14.03 Environmental Indemnification. Lessee agrees to protect, defend, reimburse, indemnify, and hold Authority, its members, employees and agents, harmless from and against all damage arising from, resulting out of or in any way caused by or connected to Lessee or its contractors, agents, employees, students and guests' failure to comply with all applicable Environmental Laws. Lessee understands that this indemnification is in addition to and is a supplement to Lessee's indemnification agreement set forth in Article 17, hereinbelow. Lessee acknowledges the broad nature of this indemnification and hold-harmless clause and understands that the Authority would not enter this Agreement without the inclusion of such clause and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by the Authority in support of this indemnification in accordance with laws of the State of Florida. The obligations arising under this Article shall survive the expiration or earlier termination of this Agreement.

Article 15 - Insurance Requirements

Lessee shall, at its sole expense, maintain in full force and effect, throughout the Term of the Agreement, the insurance limits, coverages, and endorsements required herein for Lessee's use of the Premises, Common Areas, all other areas of the Airport. Neither the requirements contained in this Article nor the Authority's review or acceptance of any insurance certificate furnished by Lessee shall in any manner limit or qualify the liabilities and obligations assumed by Lessee under this Agreement. If the Minimum Standards or Airport Rules and Regulations impose more strenuous requirements, the Lessee shall comply with the Minimum Standards and Airport Rules and Regulations.

15.01 Commercial General Liability. Lessee shall maintain Commercial General Liability Insurance with limits of liability not less than Two Million Dollars (\$2,000,000) each occurrence, including coverage for, but not limited to, Premises/Operations, Products/Completed Operations, Contractual Liability, Personal/Advertising Injury and Cross Liability. This coverage shall be provided on a primary basis.

15.02 Commercial Auto Liability. Lessee shall maintain Commercial Automobile Liability Insurance with limits of liability not less than One Million Dollars (\$1,000,000) each occurrence for owned, non-owned and hired automobiles without access to the Airport Operations Area (AOA). This coverage may be satisfied by way of endorsement of the Commercial General Liability policy, or a separate Commercial Auto Liability policy. This coverage shall be provided on a primary basis. In the event Lessee has no owned automobiles, Lessee shall maintain only Hired and Non-Owned Auto Liability Insurance with the same limits if coverage. All coverage required by this Article shall be provided on a primary basis.

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

15.04 Property, Wind, and Flood Insurance. Lessee shall maintain, subject to reasonable deductibles approved by the Authority, the following Property, Wind, and Flood Insurance.

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

15.05 Umbrella or Excess Liability. Excess Liability insurance coverage, if used to reach the limits of liability insurance required above, shall have a minimum /limit of Five Million (\$5,000,000.00) for all Activities performed by Lessee at the Airport. Lessee may satisfy the minimum limits required above for Commercial General Liability/Airport Liability and/or Commercial Auto Liability and/or Environmental Impairment Liability coverage with Umbrella or Excess Liability Insurance. The Umbrella or Excess Liability policy shall have an aggregate limit no less than the highest "each occurrence" limit for either the Commercial General Liability/Airport Liability, Commercial Auto Liability or Environmental Impairment Liability policy. The Authority shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability policy unless the Certificate of Insurance notes the Umbrella or Excess Liability policy provides coverage on a "Follow-Form" basis.

15.06 Certificate of Insurance. Prior to the Commencement Date, Lessee shall provide the Authority with a certificate of insurance, or certificates of insurance, evidence of all limits, coverages and endorsements required herein. All certificates of insurance shall include a minimum of thirty (30) days' notice due to cancellation or non-renewal of coverage. In the event coverage is cancelled or is not renewed during the Term of this Agreement, or any extension thereto, Lessee shall provide the Authority with a new certificate of insurance or certificates of insurance evidencing replacement coverage not later than thirty (30) days prior to the expiration or cancellation of the coverage. The certificate holder's name and address shall read "Sarasota Manatee Airport Authority Board, an Independent Special District of the State of Florida, its Members, Officers, Employees, Agents and Volunteers, c/o Sarasota Manatee Airport Authority, 6000 Airport Circle, Third Floor, Sarasota, Florida 34243-2105.

15.07 Additional Insured Endorsement. Lessee shall endorse Authority as an "Additional Insured" on each liability insurance policy required to be maintained by Lessee, except for Worker's Compensation and Commercial Auto Liability policies. The CG 2011 Additional Insured - Managers or Lessors of Premises or its equivalent, shall be an endorsement to the Commercial General Liability policy.

Other policies, when required, shall provide a standard "Additional Insured" endorsement offered by the insurer. The "Additional Insured" endorsements shall provide coverage on a primary basis. "Additional Insured" endorsements shall read "Sarasota Manatee Airport Authority Board, an Independent Special District of the State of Florida, its Members, Officers, Employees, Agents, and Volunteers, c/o Sarasota Manatee Airport Authority, 6000 Airport Circle, Third Floor, Sarasota, Florida 34243-2105".

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

15.09 Loss Payee Endorsement. Lessee shall endorse Authority as a "Loss Payee" on the Property, Flood, and Windstorm insurance policies. "Loss Payee" endorsements shall provide coverage on a primary basis and shall read "Sarasota Manatee Airport Authority Board, c/o Sarasota Manatee Airport Authority, an Independent Special District of the State of Florida, its Members, Officers, Employees, Agents and Volunteers, c/o 6000 Airport Circle, Third Floor, Sarasota, Florida 34243-2105".

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

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

15.12 Right to Review or Adjust Insurance. The Authority may review, modify, reject, or accept any required policies of insurance, including, but not limited to, limits, coverages, or endorsements, required by this Article from time to time throughout the Term of this Agreement, and any extension thereto. The Authority may also reject any insurer or self-insurance plan providing coverage because of poor financial condition or failure to operate legally. In such an event, the Authority shall provide Lessee with a written notice of rejection, and Lessee shall comply within thirty (30) days of receipt of the notice.

15.13 Adequacy of Coverage. Lessee acknowledges that the limits, coverages, and endorsements required by this Article are intended to minimize liability for the Authority. Lessee agrees that it will not rely upon the requirements of this Article when assessing the extent or determining appropriate types or limits of insurance coverage to protect Lessee against any loss exposures, whether because of this Agreement or otherwise.

Article 16 - Damage, Destruction or Condemnation

16.01 Removal of Debris. If the Premises, or any portion thereof, is damaged by fire, inclement weather or other casualty, Lessee shall promptly remove all debris resulting from such damage from the Premises and shall promptly take such actions and cause such repairs to be made to the Premises to return the Premises to neat and orderly condition as are necessary for the safety of Persons entering upon the Premises. If Lessee fails to promptly comply with the provisions of this Article, the Authority may take such

measures as it deems necessary to render the Premises in a neat, orderly, and safe condition. Lessee agrees that Lessee shall assume and be fully liable to Authority for payment of all costs incurred by the Authority by its actions, plus a fifteen percent (15%) administrative fee, which costs, and administrative fee shall be due and payable to the Authority within thirty (30) days following the date of written notice provided by the Authority.

16.02 Lessee's Obligations. Lessee assumes full responsibility for the condition of the Premises and the character, acts and conduct of all people that access the Premises by or with the actual or constructive consent of Lessee or with the consent of any person acting for or on behalf of Lessee. Lessee shall not be responsible for the character, acts and conduct of the Authority, its agents, employees, or contractors. If the Premises, or any portion thereof, is damaged in any way whatsoever, whether by an act of God or by the act, default or negligence of Lessee Party or any other person other than the Authority, Lessee shall at its sole cost and expense restore the Premises to the condition existing prior to such damage. Lessee shall commence restoration within sixty (60) days and shall diligently pursue such restoration to completion in accordance with the construction requirements set forth in this Agreement; provided, that if the nature of the damage is such that more than sixty (60) days are reasonably required to commence restoration, Lessee shall commence restoration as soon as possible under the circumstances taking into consideration the extent of the damage. All repairs and restoration shall be made by Lessee at Lessee's sole cost, in accordance with the construction requirements contained herein. If Lessee fails to restore the Premises as required by this Agreement, the Authority shall have the right, but not the obligation, to enter the Premises and perform the necessary restoration. Lessee shall have the right but not the obligation to enter the Premises and perform the necessary restoration, in which case, Lessee shall assume and be fully liable to Authority for payment of all costs of restoration incurred by the Authority plus a fifteen percent (1%) administrative fee, which costs and administrative fee, shall be due and payable to the Authority within thirty (30) days following the date of the written notice provided by the Authority.

Notwithstanding anything herein to the contrary, in the event of substantial damage to the Premises where the cost to repair said damage would exceed fifty percent (50%) of the total replacement cost of the Improvements, and the Leasehold Mortgagee requires the receipt of 50% or more of the insurance proceeds, Lessee shall have the right to terminate this Agreement by ninety (90) days prior written notice to the Authority, in which case Lessee shall remove all Improvements and debris from the Premises within ninety (90) days after said termination. Further notwithstanding anything herein to the contrary, in the event of substantial damage to the Premises where the cost to repair would exceed fifty percent (50%) of the total replacement cost of the Improvements, that occurs during the last five (5) years of the Term, Lessee shall have the right to terminate this Agreement by ninety (90) days prior written notice to the Authority, in which case Lessee shall remove all Improvements and debris from the Premises within ninety (90) days said the termination, and deliver all related insurance proceeds received by Lessee to the Authority, less the costs incurred by Lessee to remove all Improvements and debris from the Premises.

16.03 Insurance Proceeds. Except as otherwise provided for herein, upon receipt by Lessee of the proceeds of any insurance policy or policies required hereunder, the proceeds shall be deposited in an escrow account approved by the Authority to be available to pay for the cost of any required repair, replacement, or rebuilding. The proceeds shall be disbursed during construction to pay the cost of such work. If the amount of the insurance proceeds is insufficient to pay the costs of the required repair, replacement or rebuilding of all damaged Improvements, Lessee shall pay any additional sums required to complete the required repair, replacement or rebuilding into the escrow account. If the amount of the insurance proceeds is more than the costs of the required repair, replacement or rebuilding of all damaged Improvements, the excess amount shall be remitted to Lessee.

16.04 Condemnation. If the whole or any material portion of the Premises is acquired by a condemning authority other than the Authority, either by sale in lieu of condemnation or by the exercise of the power of eminent domain rendering use of the Premises or material portion commercially infeasible, then in and as a direct result of that event, this Agreement will terminate from the date of sale or title vesting,

and Lessee will have no claim whatsoever, including claims of apportionment, as against the Authority either for the value of any unexpired Term of this Agreement or for the value of the Improvements. However, nothing in this provision shall limit or destroy any right of Lessee to separately assert all claims to which Lessee would be legally entitled against the condemning authority, including without limitation the value of the unexpired Term of this Agreement, Improvements on the Premises, moving costs, and business losses, against the condemning authority where statutes or other applicable law applies. To the extent the Authority is the condemning authority hereunder, nothing herein shall waive, limit, or modify Lessee's right to assert all claims to which Lessee would otherwise be legally entitled against the Authority.

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

16.05 Evacuation and Hurricane Plan. To mitigate damage and destruction caused by tropical storms and hurricanes, within thirty (30) days following a written request by the Authority, Lessee shall provide the Authority with emergency evacuation and hurricane plan, which plan shall be consistent with the Authority's Emergency Evacuation and Hurricane Plan for the Airport. Lessee's plan shall include detailed procedures and actions to be taken by Lessee, its sublessees, and employees if an evacuation directive is issued by the Authority or a hurricane alert warning is issued and in effect. Lessee shall review and update its plan annually, or more frequently as may be requested by the Authority.

16.06 Personal Property. The Authority shall not be liable for any damage, destruction or loss of any personal property placed on or brought on to the Premises, Common Areas or the Airport. All personal property placed on or brought on to the Premises, Common Areas or the Airport shall be at the sole risk of Lessee and the Authority shall not be liable for any damage, destruction or loss thereto, except to the extent such damage, destruction or loss was caused by the negligence of the Authority, as limited or otherwise affected by Article 768.28, Florida Statutes.

Article 17 - Indemnification

To the extent permitted by law, Lessee shall protect, defend, reimburse, indemnify and hold harmless the Authority, its members, employees, agents and contractors, individually and collectively, at all times from and against any and all liability, losses, expenses, costs, suits, claims, judgments, fines and damages, including reasonable attorney fees and court costs at trial and appellate levels, and causes of action of every kind and character, hereinafter collectively referred to as, "Damages", or in which the Authority is named or joined, arising out of Lessee's use or occupancy of the Premises or the Airport, 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 person, agent, or employee of any party, and any third party or other person whomsoever, or any governmental agency, arising out of or incident to or in connection with the condition of the Premises caused by Lessee's acts, omissions, or Activities at the Airport, or the performance, non-performance or purported performance of Lessee or any breach by Lessee

of the terms, covenants, and conditions of this Agreement, except to the extent that such damages were caused by the negligence or willful misconduct of the Authority, its agents, employees or contractors, in compliance with Article 768.28, Florida Statutes. Lessee acknowledges the broad nature of this indemnification and hold-harmless clause and understands that the Authority would not enter into this Agreement without the inclusion of such clause, and voluntarily make this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by the Authority in support of this indemnification in accordance with the laws of the State of Florida. Said indemnification shall not include gross negligence or willful misconduct of the Authority. This Article 17 shall survive the expiration or earlier termination of this Agreement.

Article 18 - Disclaimer of Liability

THE AUTHORITY HEREBY DISCLAIMS, AND LESSEE HEREBY RELEASES THE AUTHORITY, ITS ELECTED OFFICIALS, EMPLOYEES AND AGENTS FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT, INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE, FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY LESSEE OR LESSEE PARTIES DURING THE TERM OF THIS AGREEMENT, OR ANY EXTENSION THERETO, FOR LOSS, DAMAGE OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF LESSEE OR LESSEE PARTIES THAT MIGHT BE LOCATED OR STORED ON THE PREMISES. FURTHERMORE, LESSEE ACKNOWLEDGES AND AGREES THAT ITS RELIANCE OR USE OF ANY INFORMATION PROVIDED BY THE AUTHORITY, WHETHER PREPARED OR PROVIDED BY THE AUTHORITY OR OTHERWISE, IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT 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. SAID INDEMNIFICATION SHALL NOT APPLY TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE AUTHORITY.

Article 19 - Default and Remedies

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

- (A) The abandonment of the Premises by Lessee, except due to a force majeure event resulting in the loss of all or most Improvements on the Premises that prevent their intended use by the Lessee, as the term abandonment is defined under applicable law.
- (B) The failure by Lessee to pay rent, fees, or charges or any other payment required to be made by Lessee to the Authority pursuant to this Agreement as and when due, where such failure shall continue for a period of ten (10) days after written notice from the Authority that such payment is due.
- (C) The failure by Lessee to maintain in full force and effect, the insurance limits, coverages, waivers, and endorsements required by this Agreement.
- (D) The failure by Lessee to observe or perform any other covenants, conditions, or provisions of this Agreement to be observed or performed by Lessee, for a period of thirty (30) days after written notice thereof from the Authority; provided, however, that it shall not be a default hereunder if such failure cannot reasonably be cured within such 30-day period and Lessee commences a cure within such 30-day period and diligently pursues the cure through to completion without delay.
- (E) To the extent permitted by law: (a) the making by Lessee or any guarantor thereof of any general assignment, or general arrangement for the benefit of creditors; (b) the filing by or against Lessee of a petition to have Lessee adjudged bankrupt or a petition for

reorganization or arrangement under any law relating to bankruptcy, unless, in the case of a petition filed against Lessee, the same is dismissed within ninety (90) days; (c) the appointment of a trustee, receiver or other administrative fiduciary to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Agreement, where possession is not restored to Lessee within ninety (90) days; or (d) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Agreement, where such seizure is not discharged within ninety (90) days.

- (F) A default by Lessee of any other permit or agreement between the Authority and Lessee, which default has not been cured within the applicable cure period provided in such a permit or agreement.

19.02 Notice of Default. In the event of a default by Lessee, the Authority shall provide Lessee with written notice that describes the nature of the breach, the corrective actions Lessee must undertake to avoid termination of the Agreement, and a specific date by which the Lessee must correct the default.

19.03 Remedies. In the event of a default or breach pursuant to Article 19.01, herein, or pursuant to any other terms, covenant, or condition of this Agreement by Lessee, the Authority may thereafter, with notice or demand and without limiting any other right or remedy which the Authority may have by law by reason of such default or breach, elect to exercise any one of the following remedies while at the same time taking all steps required to mitigate all damages.

- (A) Declare the entire rent, fees, and charges for the balance of the Term, and any extension thereto, or any portion thereof due and payable discounted to present value at a per annum rate equal to the "Short Term Treasury Rate" as published on the date this Lease is terminated by The Wall Street Journal, Southwest Edition, in its listing of "Money Rates" while subtracting any rent, fees, and charges that it has received or will receive through another Lessee on the same Premises.
- (B) Terminate Lessee's right to possession of the Premises by any lawful means and reenter and retake possession of the Premises for the account of Lessee, in which case the rent, fees and charges and other sums hereunder discounted to present value at a per annum rate equal to the "Short Term Treasury Rate" as published on the date this Lease is terminated by The Wall Street Journal, Southwest Edition, in its listing of "Money Rates" shall be accelerated and due in full and Lessee shall be liable for the difference between the rent which is stipulated to be paid hereunder plus other sums as described herein and what the Authority is able to recover from its good faith efforts to relet the Premises, which deficiency shall be paid by Lessee. Upon such reletting, all rent received by the Authority shall be applied, first to the payment of any indebtedness other than rents, fees, and charges due hereunder from Lessee; second, to the payment of any reasonable costs and expenses of such reletting, which shall include all damages incurred by Authority due to Lessee's default including, but not limited to, the reasonable cost of recovering possession of the Premises including reasonable attorneys' fees, court costs and real estate commissions paid by the Authority relating to the unexpired Term of this Agreement; third, to the payment of rent, fees, and charges due and unpaid hereunder; and the residual, if any, shall be paid to Lessee.
- (C) Treat this Agreement as terminated and re-enter and re-take possession of the Premises for the account of the Authority, thereby terminating any further liability under this Agreement on the part of Lessee and the Authority. Notwithstanding the foregoing, the Authority shall have cause of action to recover any rent, fees, and charges remaining unpaid when the Authority retakes possession of the Premises for the Authority.

- (D) Pursue any other remedy now or hereinafter available to the Authority under the laws of the State of Florida.

Notwithstanding any provision of this Agreement to the contrary, the Authority shall have the right to bring an action for its damages upon the occurrence of a default by Lessee beyond applicable notice and cure periods and the Authority reserves all rights which laws of the State of Florida confer upon a landlord against a Lessee in default. In the event legal action is required hereunder to enforce the rights of the Parties pursuant to this Agreement the prevailing Party in such action shall be entitled to recover all court costs and reasonable attorney's fees, including appellate fees. Notwithstanding anything contained herein, on the contrary the Authority shall have an affirmative duty to mitigate its damages hereunder.

19.04 Time of the Essence. Time is of the essence for this Agreement and if Lessee fails on its part to perform any term, covenant, or condition at the time fixed for the performance or completion of any such term, covenant, or condition of this Agreement, the Authority may declare Lessee to be in default of this Agreement.

19.05 No Waiver. The failure of the Authority to insist on strict performance of any of the terms, covenants, or conditions hereof shall not be deemed a waiver of any rights or remedies that the Authority may have for any subsequent breach, default, or non-performance. The Authority's right to insist on strict performance of this Agreement shall not be affected by any previous waiver or course of dealing.

19.06 Survival. Lessee shall remain liable to the Authority following the scheduled expiration or earlier termination of this Agreement to perform all terms, covenants, conditions, and all other obligations imposed on Lessee pursuant to this Agreement arising prior to the scheduled expiration or earlier termination of this Agreement.

19.07 Default by Authority. The Authority shall not be in default unless the Authority fails to perform obligations imposed upon the Authority hereunder within thirty (30) days after written notice by Lessee to the Authority, specifying where the Authority has failed to perform such obligations; provided, that if the nature of the Authority's obligations is such that more than thirty (30) days are required for performance then the Authority shall not be in default if the Authority commences performance within such thirty (30) day period and thereafter diligently performs the same to completion within ninety (90) days after the original notice from Lessee.

19.08 Attorney Fees. The prevailing Party of any litigation arising out of enforcement of any of the covenants, terms, or provisions hereof agree to pay all costs, expenses and reasonable attorneys' fees incurred by the other Party for enforcement of any such terms, covenants and conditions hereof, or in regaining the Premises, including those costs, expenses and reasonable attorneys' fees incurred in appellate proceedings.

Article 20 - Assignment, Transfer and Subletting

Lessee shall not assign or transfer this Agreement or sublease the Premises, in whole or in part, without the prior written consent of the Authority, which consent shall not be unreasonably withheld. No request for, or consent to, any such assignment, transfer or subleasing shall be considered unless Lessee shall have paid all rentals, fees, and charges which have accrued in favor of the Authority and Lessee shall have otherwise met all other legal obligations to be performed, kept, and observed by Lessee under the terms, covenants, and conditions of this Agreement, as may be amended. The Authority reserves the right to investigate the financial capacity of the proposed assignee or subtenant prior to consenting or not consenting. Prior to the consent by the Authority to any assignment or transfer of this Agreement or subleasing the Premises, or any portion thereof, Lessee's proposed assignee, transferee or sublease shall be required to

provide a Security Deposit to Authority in an amount equivalent to that amount required by the terms, covenants, and conditions of this Agreement.

No capital stock of Lessee and no partnership or membership interest of any partnership or limited liability entity can be assigned, sold, or transferred which results in a change in control of Lessee pursuant to this Agreement without the Authority's written consent, which consent shall not unreasonably be withheld. Notwithstanding the foregoing, Lessee may freely assign, sell, or transfer less than a controlling interest to a related corporate entity, defined as sharing some commonality of direct or indirect ownership interest with Lessee, and/or for estate planning purposes without the Authority's consent.

Article 21 - Rights of Leasehold Mortgagees

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

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

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

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

21.03 Cure of Default or Termination. The Authority will take no action to affect a termination of this Agreement until such time as the Cure Period provided herein has expired and the defaults remain uncured. During the Cure Period, the Leasehold Mortgagee shall be entitled to: 1) obtain possession of the Premises, including possession by a receiver, and cure such default in the case of a default which is

susceptible of being cured when the Leasehold Mortgagee has obtained possession; or 2) institute foreclosure proceedings or otherwise acquire Lessee's interest under this Agreement with diligence and continuity and thereafter proceed to cure such default; provided, however, that the Leasehold Mortgagee shall not be required to continue such possession or continue such foreclosure proceedings if the default which would have been the reason for Authority serving such notice of default shall be cured, and provided further, that nothing in this paragraph shall preclude the Authority from exercising any other rights or remedies under this Agreement with respect to the default.

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

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

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

21.06 Leasehold Mortgagee. Reference in this Agreement to a Leasehold Mortgagee shall be deemed to refer where circumstances require, to any assignee of a Leasehold Mortgagee; provided that such assignee shall forward to the Authority, pursuant to Article 24, a duplicate original of the assignment of the Leasehold Mortgage in a form proper for recording or a copy of such assignment, as recorded in the Public Records, together with a written notice setting forth the name and address of the assignee and, to the extent available, the name, telephone number, facsimile number and email address of a representative of the assignee to whom notices may be sent.

21.07 Subordination. Any Leasehold mortgage shall be specifically subject and subordinate to the Authority's rights under this Agreement and the Authority's fee simple interest in the Premises. Despite

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

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

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

Article 22 - Subordination

22.01 Federal and State Agreements. This Agreement shall be subject and subordinate to all terms, covenants, and conditions of any instrument under which the Authority acquired the Airport or any portion thereof from the United States of America. Lessee understands and agrees that this Agreement shall further be subordinate to the provisions of any existing or future agreement between the Authority and the United States of America, or its agencies, and the State of Florida, or its agencies, relative to the operation, maintenance and development of the Airport, the execution of which has been or may be required as a condition precedent to the receipt or expenditure of state or federal funds for the operation, maintenance or development of the Airport, and shall be given only such effect as will not conflict or be inconsistent with the terms, covenants and conditions thereof, and any existing or subsequent amendments thereto.

22.02 Bond Resolutions. The Authority reserves the right to issue bond financing at any time to operate, maintain, and/or develop the Airport. The Authority may participate in obtaining financing from time to time whereby a bond resolution is required to be adopted (Bond Resolution"). When this occurs, the lands of the Authority may be pledged or assigned by the Authority to support the financing transaction. This Agreement and all rights granted to Lessee hereunder are expressly subordinated and subject to any

liens and provisions of any pledge, transfer, hypothecation or assignment made by the Authority in any such Bond Resolution, and the Authority and Lessee agree that to the extent permitted by the Authority's authorizing legislation, that the holders of the Bonds or their designated representatives shall exercise any and all rights of the Authority hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by Lessee and the Authority with the terms, covenants, and conditions of this Agreement and any such Bond Resolution.

22.03 Fee Simple Interest. Any leasehold mortgage shall be specifically subject and subordinate to the Authority's rights under this Agreement and the Authority's fee simple interest in the Premises. Despite any provision which is or may appear to the contrary in this Agreement, under no circumstances whatsoever shall the fee simple interest of the Authority in the Premises, or any portion of same, be subordinated to any leasehold mortgage or encumbered by a leasehold mortgage.

Article 23 - Waiver of Jury Trial

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

Article 24 - Notices and Elections

All notices and elections to be given or delivered by or to either Party, shall be in writing and shall be, as elected by the Party giving such notice, hand delivered by messenger, courier service or overnight mail, or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or overnight mail, or if mailed, upon the date which the return receipt is signed or delivery is refused, or the notice designated by the postal authorities as non-deliverable. The Parties hereby designate the following addresses as the addresses to which notices are to be delivered, and delivery to such addresses shall constitute binding notice given to such Party.

To Authority:

President and Chief Executive Officer
Sarasota Manatee Airport Authority
Sarasota Bradenton International Airport
6000 Airport Circle, 3rd Floor
Sarasota, FL 34243-2105

Copies to:

Properties Department
Sarasota Manatee Airport Authority
Sarasota Bradenton International Airport
6000 Airport Circle, 3rd Floor
Sarasota, FL 34243-2105

To Lessee

Paula Kraft, Partner and President
DaVinci Inflight Training Institute, Inc.
3300 NW 532rd Street, Suite 301
Ft. Lauderdale, FL 33309 USA

Copies to:

Amanda Kraft, Chief Financial Officer
DaVinci Inflight Training Institute, Inc.
3300 NW 532rd Street, Suite 301
Ft. Lauderdale, FL 33309 USA

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

Article 25 - Additional Provisions

25.01 Construction of Agreement. The Parties hereto have participated in negotiations, drafting, and redrafting to arrive at this Agreement and neither Party shall be considered the author of this Agreement. The terms, covenants, and conditions of this Agreement shall not be strictly construed against one Party as opposed to the other Party based upon who drafted any portion of this Agreement. If any Article, paragraph, sentence, clause, or provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, any such invalidity shall not affect the remaining portions of this Agreement and all other terms, covenants, and conditions of this Agreement shall remain in full force and effect.

25.02 Entirety of Agreement. The Parties agree that this Agreement sets forth the entire agreement between the Parties and that there are no other agreements, pledges, promises, duties, obligations, or other understandings between the Parties other than those stated in this Agreement. None of the terms, covenants, and conditions of this Agreement may be altered, added to, modified, or superseded in any way except by written instrument executed by the Parties hereto.

25.03 Corporate Authority. The undersigned officer of Lessee hereby certifies and warrants to the Authority that he or she, as such officer, is authorized and empowered to bind the Lessee to the terms, covenants, and conditions of this Agreement by his or her signature hereto.

25.04 Corporate Tenancy. If Lessee is a foreign corporation, limited liability company, or other for-profit entity, the undersigned officer of Lessee hereby certifies and warrants to the Authority that Lessee is an entity in good standing, authorized to do business in the State of Florida. Lessee agrees to maintain its corporate tenancy and good standing to do business in the State of Florida throughout the Term of this Agreement, and any extension thereto.

25.05 Representations and Warranties. The Authority acknowledges that Lessee has entered into this Agreement in reliance on representations and warranties by the Authority in the terms, covenants, and conditions of this Agreement. The Authority warrants that the Authority's right to lease the Premises to Lessee for the Rights and Privileges granted to Lessee thereon is free of encumbrances.

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

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

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

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

25.10 Venue and Governing Law. Venue in any action or proceeding in connection with this Agreement shall be filed and held in the Circuit Court of the 12th Judicial Circuit, Florida. This Agreement shall be governed by and in accordance with the laws of the State of Florida.

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

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

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

25.14 No Broker. Each Party represents and warrants that such Party has not dealt with any real estate salesperson, agent, finder, or broker in connection with this Agreement and agrees to be liable for any claims or demands of any such salesperson, agent, finder, or broker claiming to have dealt with such Party. The foregoing responsibility shall include all costs and fees, including reasonable attorney's fees at trial and at appellate levels, incurred by the other Party in the defense of any such claim or demand.

25.15 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to people 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 gas and radon testing may be obtained from the local government public health department.

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

25.17 Incorporation by References. All Exhibits attached hereto and referenced herein shall be deemed to be incorporated in their entirety in this Agreement by each such reference.

25.18 No Third-Party Beneficiaries. No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary, or grant any right or privilege to any person or entity not a Party to this Agreement, including, but not limited to, any official, officer, employee, or agent of the Authority or Lessee.

25.19 Time of the Essence. Time is of the essence for this Agreement and if Lessee fails on its part to perform any term, covenant, or condition at the time fixed for the performance or completion of any such term, covenant, or condition of this Agreement, the Authority may declare Lessee to be in default of this Agreement.

25.20 Quiet Enjoyment. Subject to Lessee's compliance with the terms, covenants, and conditions of this Agreement, Lessee shall have the right to quietly enjoy the Rights and Privileges granted to Lessee by this Agreement.

25.21 Identity of Interest. The execution of this Agreement or the performance of any of the terms, covenants, and conditions hereof shall not be deemed or construed to have the effect of creating between Authority and Lessee the relationship of principal and agent, or of a partnership or of a joint venture and the relationship between the Parties hereto shall be and always remain that of Authority and Lessee

6.7

(Continued on next page).

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

**Approved as to Form and Legal Sufficiency for
SARASOTA MANATEE AIRPORT AUTHORITY**

**SARASOTA MANATEE AIRPORT AUTHORITY,
an Independent Special District under
the Laws of the State of Florida**

Signature

Signature

Name

Name

Title

Title

Date

Date

**Witness for
DAVINCI INFLIGHT TRAINING
INSTITUTE, INC.**

**DAVINCI INFLIGHT TRAINING
INSTITUTE, INC., a Florida Profit
Corporation under the Laws of the
State of Florida**

Signature

Signature

Name

Name

Title

Title

Date

Date

EXHIBIT A-1
PREMISES

6.7

SMAA-09222025F

45

EXHIBIT A
PREMISES
September 29 2025

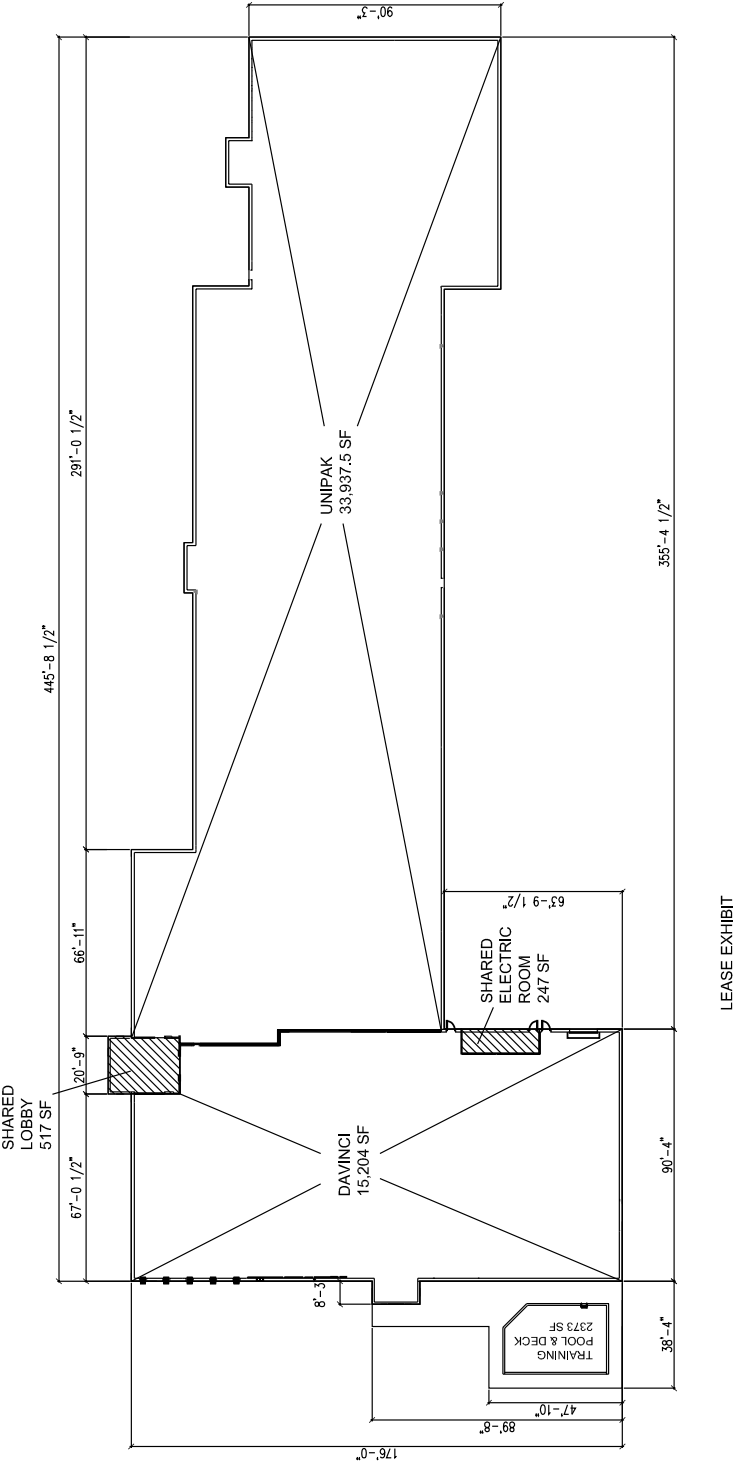


EXHIBIT B
SWORN STATEMENT PURSUANT TO ARTICLE 287.122(3)(A) FLORIDA STATUTE
PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to SARASOTA MANATEE AIRPORT AUTHORITY
 by: _____
 (print individual's name and title)
 for Davinci Inflight Training Institute, Inc., a Florida Profit Corporation existing under the laws of the State of Florida, 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 Agreement for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, because of a jury verdict, nonjury trial, or entry of a plea of guilty 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 people 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 subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings, and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of final order)

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

(Signature)

(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 _____, 2025 by _____ who is ☐ personally known to me or ☐ has produced _____ as identification.

Signature of Notary Public

Printed Name of Notary Public

EXHIBIT C
MEMORANDUM OF AGREEMENT

Upon recording return to:

6.7

MEMORANDUM OF AGREEMENT

STATE OF FLORIDA
COUNTY OF MANATEE

This MEMORANDUM OF AGREEMENT (this "Memorandum"), dated as of the ____ day of _____, 2025, is made by and between the Sarasota Manatee Airport Authority, an Independent Special District existing under the laws of the State of Florida ("Authority"), and Davinci Inflight Training Institute, Inc., a Florida Profit Corporation existing under the laws of the State of Florida and authorized to do business in the State of Florida ("Lessee").

WITNESSETH:

The Authority as lessor and the Lessee as lessee have entered into a Building Lease Agreement dated _____, 2025 (the "Agreement") with respect to certain real property as described therein, being a total of approximately 15,204 square feet of conditioned space more or less, being located at Sarasota Bradenton International Airport as more fully described on Exhibit "A-1" attached hereto and by this reference made a part hereof (the "Property");

1. Said Agreement sets forth the above names of the parties thereto, together with their respective addresses as set forth hereinbelow.
2. The Term of said Agreement is Fifteen (15) years from the Commencement Date as defined in the Agreement.
3. This Memorandum of Agreement is automatically terminated and of no further force or effect as of the Expiration Date of this Agreement.
4. The purpose of this Memorandum of Agreement is to give constructive notice of the Agreement and of all terms, conditions, and provisions thereof to the same extent as if said Agreement was fully set forth herein.

(Continued on next page).

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

SARASOTA MANATEE AIRPORT AUTHORITY,
an Independent Special District under the
Laws of the State of Florida

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO
TERMS AND CONDITIONS

By: _____
General Counsel for Sarasota Manatee
Airport Authority

By: _____
President & CEO

NOTARIAL ACKNOWLEDGMENT AS TO SARASOTA MANATEE AIRPORT AUTHORITY

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of ____ physical presence or __ online notarization, this ____ day of _____, 2025 by _____ (name) as _____ (title) of Sarasota Manatee Airport Authority, an Independent Special District existing under the laws of the State of Florida who is personally known to me or who has produced _____ (type of identification) as identification.

Signature - NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

(Name typed, printed, or stamped)

(Serial number, if any)

NOTARY SEAL

(Continued on next page).

**DAVINCI INFLIGHT TRAINING INSTITUTE, INC.,
a Florida Profit Corporation**

By: _____

Name: _____

Title: _____

Date: _____

ATTEST

By: _____

Name: _____

Title: _____

Date: _____

NOTARIAL ACKNOWLEDGMENT AS TO DAVINCI INFLIGHT TRAINING INSTITUTE, INC.

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2025 by _____ (name) as _____ (title) of Davinci Inflight Training Institute, Inc., a Florida Profit Corporation existing under the laws of the State of Florida and authorized to do business in the State of Florida, on behalf of the _____, who is personally known to me or who has produced _____ (type of identification) as identification.

Signature - NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

(Name typed, printed, or stamped)

(Serial number, if any) NOTARY SEAL

EXHIBIT D
RENT & CAM FEE SCHEDULE
September 29, 2025

YEAR	SQUARE FOOTAGE	RATE	ANNUAL	MONTHLY	CAM FEE	COMMENTS
January - December 2026	15,204	\$0.00	\$0.00	\$0.00	\$0.00	31% Rentable Space
January - December 2027	15,204	\$10.00	\$152,040.00	\$12,670.00	\$310.00	31% Rentable Space
January - December 2028	15,204	\$10.00	\$152,040.00	\$12,670.00	\$310.00	31% Rentable Space
January - December 2029	15,204	\$12.00	\$182,448.00	\$15,204.00	\$310.00	31% Rentable Space
January - December 2030	15,204	\$12.00	\$182,448.00	\$15,204.00	\$310.00	31% Rentable Space
January - December 2031	15,204	\$12.00	\$182,448.00	\$15,204.00	\$325.50	31% Rentable Space
January - December 2032	15,204	TBD	TBD	TBD	\$341.78	31% Rentable Space
January - December 2033	15,204	TBD	TBD	TBD	\$358.86	31% Rentable Space
January - December 2034	15,204	TBD	TBD	TBD	\$376.81	31% Rentable Space
January - December 2035	15,204	TBD	TBD	TBD	\$395.65	31% Rentable Space
January - December 2036	15,204	TBD	TBD	TBD	\$415.43	31% Rentable Space
January - December 2037	15,204	TBD	TBD	TBD	\$436.20	31% Rentable Space
January - December 2038	15,204	TBD	TBD	TBD	\$458.01	31% Rentable Space
January - December 2039	15,204	TBD	TBD	TBD	\$480.91	31% Rentable Space
January - December 2040	15,204	TBD	TBD	TBD	\$504.96	31% Rentable Space

TBD - Subject to Article 5.07
and 5.08.

**SARASOTA MANATEE AIRPORT AUTHORITY
SEPTEMBER 29, 2025 MEETING
STAFF NARRATIVE**

**REQUEST FOR APPROVAL: CONTRACT BONUS TO DEANGELIS DIAMOND-MAGNUM BUILDERS FOR
COST SAVINGS, TERMINAL EXPANSION PROJECT**

EXECUTIVE SUMMARY: The Board approved a contract amendment with DeAngelis Diamond – Magnum Builders (DDM) for the Terminal Expansion Project that allowed DDM to receive a bonus payment for cost savings during the project. DDM was able to achieve significant cost savings in various components of construction. Staff requests authorization from the Board to approve a Shared Savings bonus to DDM for the Terminal Expansion Project in the amount of \$907,294.42.

NARRATIVE: With the significant increases in airline traffic, an expansion of the terminal was required to maintain a good level of service for passengers. To expedite construction, the Board selected DDM as the Construction Manager at Risk to construct the terminal expansion. The project's key goals were to expand the existing Holdroom capacity, expand and/or increase concessions areas, improve efficiency of the arrival/departure gate areas, install an additional ingress/egress escalator system, evaluate and upgrade power and utilities, and construct a new ground loading concourse with a minimum of five (5) additional gates at the east side of the terminal. The project was constructed through several GMP packages to accelerate the construction schedule.

This cost savings bonus, previously approved by the Board through GMP Contract Amendment No. 4, was contingent upon DDM securing significant cost savings (per A1.1.8) for various components of the project. The "Cost of work" performed by the sub-contractors. Through negotiations with the sub-contractors from their initial bid prices used for the GMP to the executed contract (referred to as "Buyout") the initial "Cost of Work" was reduced from \$58,051,861.00 to \$53,515,388.91 providing a savings \$4,536,472.09. The incentive was based on 20% of the cost savings.

Staff recommends approval of this bonus for the Terminal Expansion project in the amount of \$907,294.42. The bonus is not eligible for grant funding.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority approve the Cost Savings Bonus with DDM for a total amount of \$907,294.42. Staff also requests authorization to prepare all documents necessary to implement this action.

ATTACHMENTS: DDM Cost Savings Summary
Contract Amendment No. 4

7.1



May 5, 2025

Rick Piccolo
Sarasota Manatee Airport Authority
6000 Airport Circle
Sarasota, FL

Re: SRQ Ground Boarding Facility & CEP Expansion – Shared Savings

Dear Mr. Piccolo,

Two years ago, Sarasota Manatee Airport Authority (SMAA) provided DeAngelis Diamond Construction with an incentive / challenge to complete the Ground Board Facility & CEP Expansion below the contracted cost of work amount of \$64,189,364.00. We are excited to share that we met that objective by saving \$4,536,472.09 (~7.5%) on \$58,051,861.00! Division 1 General Conditions and General Requirements were included in the original sum, but we did not include that in our cost savings calculations.

These savings allowed SMAA to incorporate a multitude of changes and other projects around campus. This is just a sampling of work incorporated into the project based on Buyout Savings.

- Revised layout/framing of the GBF per Allegiant Airlines request
- Renovate existing space in Ticking for relocated Allegiant ATO
- Add back of house restrooms in the Allegiant corridor
- Replacing existing VFDs
- Refurbish the terrazzo in the existing restrooms
- Repair/repave the Vehicle Service Road
- Revised layout for Concessions Storage
- Add / upgrade power to the Allegiant conex
- Replace the Building Automation System head end equipment
- Additional changes per TSA
- Refurbish the existing Chillers #1 and #3
- Erect a storage closet by gate A9

We effectively buyout contracts by writing strong scopes of work, negotiating costs down as much as possible, and bundling packages where possible. This tactic was especially evident in Division 9. For instance, our drywall contract included rough carpentry, temporary barriers, exterior Stucco and EIFS in addition to the drywall and framing. This bundling eliminated the need for several separate contracts

Naples, FL
239.594.1994

Fort Myers, FL
239.594.1994

Sarasota, FL
941.952.3846

Orlando, FL
407.949.7440

Birmingham, AL
205.977.7798

Nashville, TN
615.922.3995

Detroit, MI
248.513.6112

deangelisdiamond.com

the
honor
to
build

DEANGELIS DIAMOND

7.1

We are grateful for the opportunity to serve SMAA and our community on this project and the partnerships we have garnered. We look forward to many more opportunities to further SMAA's continued improvements and growth.

Sincerely,

DeAngelis Diamond Construction



Kelly Pope

Senior Project Manager

Attachments:

- Shared Summary Savings
- WP-5 Executed Amendment (reference A.1.1.8 – page 2 of 67)

CC: Scott Beck – DeAngelis Diamond

Jason Smith – DeAngelis Diamond

Mike Baltzer – Magnum Builders

Clint Rile – Magnum Builders

Kent Bontrager – Sarasota Manatee Airport Authority

John Wright – Sarasota Manatee Airport Authority



SHARED SAVINGS SUMMARY

CODE	DESCRIPTION	WP5	WP5
		Original Budget	Buyout Savings
02.00	Existing Conditions	\$ 196,431.00	\$ (102,008.00)
02.01	Materials Testing	\$ 242,750.00	\$ -
03.00	Cast-In-Place Concrete	\$ 3,011,702.00	\$ (243,507.24)
04.00	Masonry	\$ 300,000.00	\$ -
05.00	Structural Steel	\$ 3,888,700.00	\$ (121,354.99)
05.01	Misc. Metals / Railing	\$ 548,052.00	\$ -
06.00	Casework	\$ 641,801.00	\$ (588,995.21)
06.01	Rough & Finish Carpentry	\$ 612,407.00	\$ -
07.00	Waterproofing and Sealants	\$ 383,042.00	\$ (275,840.42)
07.01	Roofing	\$ 3,713,533.00	\$ -
07.02	Metal Wall Panels	\$ 966,838.00	\$ -
07.03	Fireproofing	\$ 423,940.00	\$ -
08.00	Doors / Frames / Hardware	\$ 318,980.00	\$ (224,588.01)
08.01	Overhead Doors, Grilles, & Louvers	\$ 77,109.00	
08.02	Windows & Glazing System	\$ 1,177,041.00	
09.00	Framing & Drywall / Stucco & EIFS	\$ 5,297,572.00	\$ (1,573,668.52)
09.01	Flooring	\$ 1,555,019.00	\$ -
09.02	Terrazzo	\$ 916,215.00	\$ -
09.03	Acoustical Ceilings	\$ 1,596,134.00	\$ -
09.04	Selective Demo for Finishes	\$ 397,964.00	\$ -
09.05	Paint & Wall Coverings	\$ 362,794.00	\$ -
09.06	Interior Wall Panels	\$ 1,159,496.00	\$ -
10.00	Specialties	\$ 263,656.00	\$ (152,020.30)
10.01	Wayfinding	\$ 675,579.00	\$ -
10.02	Walkway Covers, Canopies, & Screen Wall	\$ 834,544.00	\$ -
11.00	Equipment	\$ 280,752.00	\$ (3,902.00)
12.00	Furnishings	\$ 1,429,829.00	\$ (43,441.96)
13.00	Special Construction	\$ 82,616.00	\$ (181.00)
21.00	Fire Protection	\$ 748,331.00	\$ (118,771.00)
22.00	Plumbing	\$ 2,959,041.00	\$ (331,863.00)
23.00	HVAC / Fuel System	\$ 8,681,974.00	\$ 210,464.00
26.00	Electrical	\$ 10,209,771.00	\$ (313,458.39)
27.00	Data & Communications	\$ 749,247.00	\$ (18.00)
28.00	Safety & Security	\$ 1,172,670.00	\$ -
31.00	Earthwork	\$ 1,727,523.00	\$ (602,429.35)
31.01	Survey & Layout	\$ 53,046.00	\$ -
32.00	Site Improvements	\$ 3,250.00	\$ (51,224.69)
32.01	Site Walls, Fencing, & Gates	\$ 140,800.00	
32.02	Landscape & Irrigation	\$ 251,712.00	
	D1 adjustment after GC/GR transfers to WP-6		\$ 335.99
		\$ 58,051,861.00	\$ (4,536,472.09)
01.00	General Conditions / General Requirements (not included in Savings Split - transferred to WP-6b)	\$ 6,137,504.00	
		\$ 64,189,365.00	\$ 907,294.42
			\$ 725,835.53 DDC
			\$ 181,458.88 Magnum

7.1



AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Fourth Amendment dated the 27th day of March in the year 2023, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 10th day of October in the year 2022 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT**:

WP5 -Ground Boarding Facility -Terminal Expansion Project,
Sarasota Bradenton International Airport

THE OWNER:

Sarasota Manatee Airport Authority
Attn: Frederick J. Piccolo
6000 Airport Circle
Sarasota, Florida 34243

THE CONSTRUCTION MANAGER:

DeAngelis Diamond Construction, LLC
6635 Willow Park Drive
Naples, Florida 34109 with
Magnum Builders of Sarasota, Inc., serving as a team member, for those portions of the Work that Magnum Builders was presented as having special expertise.

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price for that portion of the Project referred to as "WP5-Ground Boarding Facility" (the "Fourth GMP Amendment"), which Fourth GMP Amendment is further described in the exhibits attached hereto and incorporated herein by reference. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price for this Fourth GMP Amendment is an amount that the Contract Sum shall not exceed, as set forth in §A.1.1.1 below. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

7.1



§ A.1.1.1 The Contract Sum for the First GMP Amendment, Second GMP Amendment, Third GMP Amendment, and Fourth GMP Amendment combined, is guaranteed by the Construction Manager not to exceed Ninety-One Million Six Hundred Sixty-Six Thousand Five Hundred Eighteen Dollars (\$ 91,666,518), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price for the Fourth GMP Amendment organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

See attached Schedule 4.1, WP5- Ground Boarding Facility GMP Summary

§ A.1.1.3 The Construction Manager's Fee for this Fourth GMP Amendment is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for this Fourth GMP Amendment for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Fourth GMP Amendment:

Item

Price

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Paragraph deleted)

Item

Price

Conditions for Acceptance

[Not Used]

§ A.1.1.6 Unit prices, if any:

(Paragraph deleted)

Item

Units and Limitations

Price per Unit (\$0.00)

[Not Used]

§ A.1.1.7 The Guaranteed Maximum Price includes the Construction Manager's Indeterminable Cost Estimate for the Fourth GMP Amendment (as described in §3.2.4 of the Agreement) in the amount stated in the Indeterminable Cost Line Item in Schedule 4.1.

§A.1.1.8 In the event that the Contract Sum corresponding only to this Fourth GMP Amendment is less than the Guaranteed Maximum Price set forth in the Direct Work Subtotal line item for GMP Amend #04 in Schedule 4.1, WP5- Ground Boarding Facility GMP Summary (\$64,189,364), then Construction Manager and Owner agree that the remainder of that calculation shall be used as a convenient basis to calculate an incentive to be paid by the Owner from funds unrelated to any grants for the Project. The amount of this incentive payment is 20% of the remainder. The Construction Manager acknowledges that the incentive payment shall be recognized by Change Order at Final Completion of the Work and approved for payment on the Contractor's final Application for Payment and that no funds traceable to any federal grant may be used to fund the incentive payment.

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work for this Fourth GMP Amendment shall be:

(Check one of the following boxes.)

☐ The date of execution of this Amendment.

☒ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

The Date of Commencement is established in §3.3.1.2 of the Agreement.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time for this First GMP Amendment shall be measured from the date of commencement of the Work.

§A.2.2.1 For the purposes of this Fourth GMP Amendment, the daily rate for liquidated damages as set forth in §6.1.6 of the Agreement shall be Three Thousand Five Hundred Dollars and no/100 (\$3,500).

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work of the Fourth GMP Amendment on or before **December 23, 2024**.

(Paragraph deleted)

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Not Applicable	

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Fourth GMP Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Not Applicable			

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

See Attached Schedule 4.2, WP5- Ground Boarding Facility Plan and Specification Log

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

See Attached Schedule 4.2, WP5-Ground Boarding Facility Plan and Specification Log

Number	Title	Date
--------	-------	------

§ A.3.1.4
(Paragraphs deleted)
Not Used.

§ A.3.1.5 Allowances, if any, included in the Fourth GMP Amendment:
(Identify each allowance.)

Item	Price
Not Applicable	

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Third GMP Amendment is based:
(Identify each assumption and clarification.)

See attached Schedule 4.3, WP5-Ground Boarding Facility Assumptions and Clarifications.

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

Not Used.

ARTICLE A.5 MISCELLANEOUS PROVISIONS

§ A.5.1 Each of the individuals executing this Amendment represent and warrant that he or she has been duly authorized by the respective Party on whose behalf he or she is executing this Amendment to execute this Amendment on such Party's behalf and that once executed by him or her, this Amendment shall be valid and binding upon such Party.

§ A.5.2 This Amendment may be signed in counterparts, each of which when executed and delivered shall be deemed to be an original and all of which, taken together, shall be deemed to be one and the same instrument. For purposes of execution and delivery of this Amendment, a document signed and transmitted by: (i) emailed PDF scan, or (ii) by electronic signature using DocuSign or other similar technology, shall be treated as an original document. The signature of either Party on an emailed PDF scanned version of this Amendment or a copy of this Amendment signed by electronic signature using DocuSign or other similar technology shall be considered as an original signature and the document transmitted shall be considered to have the same binding legal effect as if it were originally signed. At the request of either Party, any PDF scanned document or document signed using DocuSign or other similar technology shall be re-executed by both Parties in original form. Neither Party may raise the use of emailed PDF scan or DocuSign or other similar technology or the fact that any signature was transmitted by email as a defense to the enforcement of this Amendment.

§ A.5.4 To the extent the Construction Manager has performed Work within the scope of this Amendment before execution of this Amendment all rights and liabilities of the Parties for performance of the prior Work are merged and included within and shall be governed by the terms and conditions of this Amendment. All compensation paid for prior Work performed by or on behalf of the Construction Manager related to the Project is included in the Contract Sum.

§ A.5.5 This Amendment does not affect the commencement date, substantial completion date, or Liquidated Damages rate of any prior Amendments unless specifically set forth herein.

§A.5.6 Construction Manager's Fee for Fourth GMP Amendment shall be a lump sum of \$2,998,928 billed out on a monthly basis at \$149,946.40. The total aggregate Construction Manager's Fee for the First GMP Amendment, Second GMP Amendment, Third GMP Amendment and Fourth GMP Amendment is \$3,870,465. The Construction Manager's Fee for each GMP Amendment shall be billed in accordance with the respective GMP Amendment.

This Amendment to the Agreement entered into as of the day and year first written above.

7.1

Sarasota Manatee Airport Authority

OWNER *(Signature)*

Jeff Jackson Chairman SMAA
(Printed name and title)

DeAngelis Diamond Construction, LLC

CONSTRUCTION MANAGER *(Signature)*

Scott Beck Division Manager and authorized agent
(Printed name and title)

DocuSigned by:

Scott Beck

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4/13/2023 | 5:49 PM EDT

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User Notes:

(1316440166)

Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:06:06 ET on 04/13/2023.

PAGE 1

This Fourth Amendment dated the 27th day of March in the year 2023, is incorporated into the accompanying AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 10th day of October in the year 2022 (the "Agreement")

...

(~~Name and address or location~~)
WP5 -Ground Boarding Facility -Terminal Expansion Project,
Sarasota Bradenton International Airport

...

(~~Name, legal status, and address~~)
Sarasota Manatee Airport Authority
Attn: Frederick J. Piccolo
6000 Airport Circle
Sarasota, Florida 34243

...

(~~Name, legal status, and address~~)DeAngelis Diamond Construction, LLC
6635 Willow Park Drive
Naples, Florida 34109 with
Magnum Builders of Sarasota, Inc., serving as a team member, for those portions of the Work that Magnum Builders was presented as having special expertise.

...

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a ~~Guaranteed Maximum Price.~~ Price for that portion of the Project referred to as "WP5-Ground Boarding Facility" (the "Fourth GMP Amendment"), which Fourth GMP Amendment is further described in the exhibits attached hereto and incorporated herein by reference. As agreed by the Owner and Construction Manager, the ~~Guaranteed Maximum Price for this Fourth GMP Amendment is an amount that the Contract Sum shall not exceed.~~ exceed, as set forth in §A.1.1.1 below. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum for the First GMP Amendment, Second GMP Amendment, Third GMP Amendment, and Fourth GMP Amendment combined, is guaranteed by the Construction Manager not to exceed Ninety-One Million Six Hundred Sixty-Six Thousand Five Hundred Eighteen Dollars (\$ 91,666,518), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price for the Fourth GMP Amendment organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

See attached Schedule 4.1, WP5- Ground Boarding Facility GMP Summary

§ A.1.1.3 The Construction Manager's Fee for this Fourth GMP Amendment is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for this Fourth GMP Amendment for changes in the Work is set forth in Section 6.1.3 of the Agreement.

PAGE 2

§ A.1.1.5.1 Alternates, if any, included in the ~~Guaranteed Maximum Price:~~Fourth GMP Amendment:

...

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

...

[Not Used]

...

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

...

[Not Used]

§ A.1.1.7 The Guaranteed Maximum Price includes the Construction Manager's Indeterminable Cost Estimate for the Fourth GMP Amendment (as described in §3.2.4 of the Agreement) in the amount stated in the Indeterminable Cost Line Item in Schedule 4.1.

§A.1.1.8 In the event that the Contract Sum corresponding only to this Fourth GMP Amendment is less than the Guaranteed Maximum Price set forth in the Direct Work Subtotal line item for GMP Amend #04 in Schedule 4.1, WP5- Ground Boarding Facility GMP Summary (\$64,189,364), then Construction Manager and Owner agree that the remainder of that calculation shall be used as a convenient basis to calculate an incentive to be paid by the Owner from funds unrelated to any grants for the Project. The amount of this incentive payment is 20% of the remainder. The Construction Manager acknowledges that the incentive payment shall be recognized by Change Order at Final Completion of the Work and approved for payment on the Contractor's final Application for Payment and that no funds traceable to any federal grant may be used to fund the incentive payment.

§ A.2.1 The date of commencement of the Work for this Fourth GMP Amendment shall be:

...

[☒] Established as follows:

PAGE 3

The Date of Commencement is established in §3.3.1.2 of the Agreement.

...

§ **A.2.2** Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time for this First GMP Amendment shall be measured from the date of commencement of the Work.

§A.2.2.1 For the purposes of this Fourth GMP Amendment, the daily rate for liquidated damages as set forth in §6.1.6 of the Agreement shall be Three Thousand Five Hundred Dollars and no/100 (\$3,500).

...

§ **A.2.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work;
(Check one of the following boxes and complete the necessary information.) Work of the Fourth GMP Amendment on or before **December 23, 2024**.

_____ [] Not later than () calendar days from the date of commencement of the Work.

_____ [] By the following date:

...

Not Applicable

...

§ **A.3.1** The Guaranteed Maximum Price and Contract Time set forth in this Fourth GMP Amendment are based on the Contract Documents and the following:

...

Not Applicable

...

See Attached Schedule 4.2, WP5- Ground Boarding Facility Plan and Specification Log

...

See Attached Schedule 4.2, WP5-Ground Boarding Facility Plan and Specification Log

...

§ **A.3.1.4** The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title

Date

Pages

Other identifying information: Not Used.

§ A.3.1.5 Allowances, if any, included in the ~~Guaranteed Maximum Price~~ Fourth GMP Amendment;
PAGE 4

Not Applicable

§ A.3.1.6 Assumptions and clarifications, if any, upon which the ~~Guaranteed Maximum Price~~ Third GMP Amendment is based:

...

See attached Schedule 4.3, WP5-Ground Boarding Facility Assumptions and Clarifications.

...

Not Used.

ARTICLE A.5 MISCELLANEOUS PROVISIONS

§ A.5.1 Each of the individuals executing this Amendment represent and warrant that he or she has been duly authorized by the respective Party on whose behalf he or she is executing this Amendment to execute this Amendment on such Party's behalf and that once executed by him or her, this Amendment shall be valid and binding upon such Party.

§ A.5.2 This Amendment may be signed in counterparts, each of which when executed and delivered shall be deemed to be an original and all of which, taken together, shall be deemed to be one and the same instrument. For purposes of execution and delivery of this Amendment, a document signed and transmitted by: (i) emailed PDF scan, or (ii) by electronic signature using DocuSign or other similar technology, shall be treated as an original document. The signature of either Party on an emailed PDF scanned version of this Amendment or a copy of this Amendment signed by electronic signature using DocuSign or other similar technology shall be considered as an original signature and the document transmitted shall be considered to have the same binding legal effect as if it were originally signed. At the request of either Party, any PDF scanned document or document signed using DocuSign or other similar technology shall be re-executed by both Parties in original form. Neither Party may raise the use of emailed PDF scan or DocuSign or other similar technology or the fact that any signature was transmitted by email as a defense to the enforcement of this Amendment.

§ A.5.4 To the extent the Construction Manager has performed Work within the scope of this Amendment before execution of this Amendment all rights and liabilities of the Parties for performance of the prior Work are merged and included within and shall be governed by the terms and conditions of this Amendment. All compensation paid for prior Work performed by or on behalf of the Construction Manager related to the Project is included in the Contract Sum.

§ A.5.5 This Amendment does not affect the commencement date, substantial completion date, or Liquidated Damages rate of any prior Amendments unless specifically set forth herein.

§ A.5.6 Construction Manager's Fee for Fourth GMP Amendment shall be a lump sum of \$2,998,928 billed out on a monthly basis at \$149,946.40. The total aggregate Construction Manager's Fee for the First GMP Amendment, Second GMP Amendment, Third GMP Amendment and Fourth GMP Amendment is \$3,870,465. The Construction Manager's Fee for each GMP Amendment shall be billed in accordance with the respective GMP Amendment.

PAGE 5

Sarasota Manatee Airport Authority

DeAngelis Diamond Construction, LLC

...

Jeff Jackson Chairman SMAA

Scott Beck Division Manager and authorized agent

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Douglas Walker, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:06:06 ET on 04/13/2023 under Order No. 2114407347 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

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User Notes:

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1

**SCHEDULE 4.1****WP-5 Ground Boarding Facility GMP Summary**

7.1

		GMP Amend #01	GMP Amend #02	GMP Amend #03	GMP Amend #04	
		WP3	WP1a	WP2	WP5	Cumulative
CODE	DESCRIPTION	SOV	SOV	SOV	Total Cost	SOV
01.01	General Conditions (Staffing)	\$ 822,836	\$ -	\$ 808,346	\$ 4,740,765	\$ 6,371,947
01.02	General Requirements	\$ 402,756	\$ -	\$ 319,199	\$ 1,396,739	\$ 2,118,694
02.00	Existing Conditions	\$ 61,650	\$ -	\$ 108,383	\$ 196,431	\$ 366,464
02.02	Materials Testing	\$ -	\$ -	\$ 3,500	\$ 242,750	\$ 246,250
03.01	Cast-In-Place Concrete	\$ 4,875	\$ -	\$ 35,900	\$ 3,011,702	\$ 3,052,477
05.02	Misc. Metals	\$ -	\$ -	\$ 50,655	\$ 416,594	\$ 467,249
06.05	Architectural Woodwork, Casework and Countertops	\$ -	\$ -	\$ 979,399	\$ 641,801	\$ 1,621,200
07.05	Fireproofing	\$ -	\$ -	\$ 20,044	\$ 423,940	\$ 443,984
08.01	Doors/Frames/Hardware	\$ -	\$ -	\$ 12,308	\$ 318,980	\$ 331,288
09.01	Framing and Drywall	\$ -	\$ -	\$ 96,532	\$ 4,464,572	\$ 4,561,104
09.03	Flooring and Wall Finishes	\$ -	\$ -	\$ 336,837	\$ 1,555,019	\$ 1,891,856
09.04	Terrazzo	\$ -	\$ -	\$ 21,453	\$ 916,215	\$ 937,668
09.05	Acoustical and Specialty Ceilings	\$ -	\$ -	\$ 48,033	\$ 1,596,134	\$ 1,644,167
09.09	Painting & Wallcoverings	\$ -	\$ -	\$ 24,587	\$ 362,794	\$ 387,381
10.01	Specialties	\$ -	\$ -	\$ 11,226	\$ 263,656	\$ 274,882
10.02	Wayfinding	\$ -	\$ -	\$ 4,996	\$ 675,579	\$ 680,575
12.01	Furnishings	\$ -	\$ -	\$ 527,416	\$ 1,429,829	\$ 1,957,245
14.01	Conveying Systems	\$ -	\$ 1,424,872	\$ -	\$ -	\$ 1,424,872
21.01	Fire Protection	\$ -	\$ -	\$ 13,470	\$ 748,331	\$ 761,801
22.01	Plumbing	\$ 1,372,231	\$ -	\$ 37,968	\$ 2,959,041	\$ 4,369,240
23.01	HVAC	\$ -	\$ -	\$ 15,000	\$ 8,681,974	\$ 8,696,974
26.01	Electrical	\$ 880,853	\$ -	\$ 390,482	\$ 10,209,771	\$ 11,481,106
27.01	Data & Communications	\$ -	\$ -	\$ 144,010	\$ 749,247	\$ 893,257
31.01	Earthwork	\$ 2,487,321	\$ -	\$ -	\$ 1,727,523	\$ 4,214,844
31.05	Survey & Layout	\$ 235,434	\$ -	\$ -	\$ 53,046	\$ 288,480
32.01	Paving	\$ 4,099,074	\$ -	\$ -	\$ -	\$ 4,099,074
32.03	Site Walls, Fencing & Gates	\$ 78,014	\$ -	\$ -	\$ 140,800	\$ 218,814
33.01	Utilities	\$ 3,023,925	\$ -	\$ -	\$ -	\$ 3,023,925
DIRECT WORK SUBTOTAL		\$ 13,468,969	\$ 1,424,872	\$ 4,009,744	\$ 64,189,364	\$ 83,092,949
SDI		\$ 148,708	NIC	NIC	\$ 717,097	\$ 865,805
Indeterminable Cost Estimate		\$ 362,185	\$ 40,808	\$ 93,388	\$ 1,698,744	\$ 2,195,125
Design/Escalation Contingency		NIC	NIC	NIC	NIC	NIC
Construction Manager Insurance		\$ 119,537	\$ 13,308	\$ 30,523	\$ 562,141	\$ 725,509
Construction Manager Fee		\$ 637,708	\$ 70,996	\$ 162,833	\$ 2,998,928	\$ 3,870,465
Construction Manager P & P Bond		\$ 148,860	\$ 15,656	\$ 43,399	\$ 708,750	\$ 916,665
Permit Allowance		NIC	NIC	NIC	NIC	NIC
TOTAL COST		\$ 14,885,967	\$ 1,565,640	\$ 4,339,887	\$ 70,875,024	\$ 91,666,518

SCHEDULE 4.2



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

WP-5 - Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Architectural					
00	COVER PAGE	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
A101	LEVEL 1 OVERALL DEMOLITION PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
A101Z1	LEVEL 1 PART Z1 DEMOLITION PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
A120	ROOF LEVEL OVERALL DEMOLITION PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
A121	ROOF LEVEL OVERALL DEMOLITION PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
A130	DEMOLITION ELEVATIONS	2	12/21/2022	12/21/2022	GMP Budget (WP-5) Ad #2 (12/21/ 22)
A160	LEVEL 1 OVERALL DEMOLITION REFLECTED CEILING PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
A201	LEVEL 1 OVERALL NEW CONSTRUCTION PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
A201A4	LEVEL 1 PART A4 NEW CONSTRUCTION PLAN	3	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
A201A5	LEVEL 1 PART A5 NEW CONSTRUCTION PLAN	2	12/21/2022	12/21/2022	GMP Budget (WP-5) Ad #2 (12/21/ 22)
A201F3	LEVEL 1 PART F3 NEW CONSTRUCTION PLAN	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
A201F4	LEVEL 1 PART F4 NEW CONSTRUCTION PLAN	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
A201Z1	LEVEL 1 PART Z1 NEW CONSTRUCTION PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
A220	LOW ROOF LEVEL OVERALL NEW CONSTRUCTION PLAN	2	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
A220A4	HIGH ROOF LEVEL PART A4 NEW CONSTRUCTION PLAN	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
A221	ROOF LEVEL OVERALL NEW CONSTRUCTION PLAN	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
A300	EXTERIOR ELEVATIONS OVERALL	2	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
A301	EXTERIOR ELEVATIONS ENLARGED	2	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
A302	EXTERIOR ELEVATIONS ENLARGED	1	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)

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7.1



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

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
A303	EXTERIOR ELEVATIONS ENLARGED	2	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
A304	EXTERIOR ELEVATIONS ENLARGED	1	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
A320	BUILDING SECTIONS OVERALL	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
A321	BUILDING SECTIONS OVERALL	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
A350	WALL SECTIONS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
A351	WALL SECTIONS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
A352	WALL SECTIONS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
A353	WALL SECTIONS	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
A354	WALL SECTIONS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
A355	WALL SECTIONS	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
A356	WALL SECTIONS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
A400	EXTERIOR WALL & ROOF ASSEMBLIES	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
A440	SECTION DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
A441	SECTION DETAILS	2	12/21/2022	12/21/2022	GMP Budget (WP-5) Ad #2 (12/21/ 22)
A450	PLAN DETAILS	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
A451	PLAN DETAILS	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
A452	EXPANSION JOINT DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
A460	ROOFING DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
A461	ROOFING DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
A462	ROOFING DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)

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7.1



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

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
A463	ROOFING DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
A464	LADDER AND ROOF HATCH DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
A470	CEILING DETAILS	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
A471	CEILING DETAILS	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
A480	CURTAIN WALL DETAILS	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
A481	CURTAIN WALL DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
A491	SSCP DETAILS	0	11/07/2022	11/09/2022	GMP Budget (WP-5) (10/31/22)
A492	SLIDING GRILLE DETAILS	0	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
A501	ENLARGED LANDSIDE RESTROOMS PLANS AND ELEVATIONS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
A502	ENLARGED AIRSIDE RESTROOMS PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
A503	ENLARGED AIRSIDE RESTROOMS ELEVATIONS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
A504	ENLARGED AIRSIDE RESTROOMS ELEVATIONS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
A505	ENLARGED TYPICAL RESTROOM STALL PLANS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
A506	ENLARGED EMERGENCY GENERATOR BUILDING	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
A507	ENLARGED GATE PLANS	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
A508	ENLARGED LIGHT MONITORS PLANS	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
A509	ENLARGED SOUTH CANOPY	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
A510	ENLARGED SOUTH CANOPY	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
A511	ENLARGED SOUTH CANOPY	1	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
A512	ENLARGED SHADE LOT PEDESTRIAN CANOPY	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)

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7.1



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

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
A514	ENLARGED SSCP FLOOR PLAN	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
A515	ENLARGED SSCP CEILING PLAN AND ELBC PLANS	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
A516	ENLARGED CHILLER EXPANSION	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
A517	ENLARGED CHILLER EXPANSION	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
A518	ENLARGED VALET KIOSK	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
A519	ENLARGED DOAS SCREENS	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
A520	ENLARGED EVIDS	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
A521	ENLARGED AIRSIDE CANOPY	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
A522	ENLARGED MILLWORK ELEVATIONS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
A523	ENLARGED REFLECTED CEILING PLANS	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
A530	INTERIOR ELEVATIONS	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
A531	INTERIOR ELEVATIONS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
A532	INTERIOR ELEVATIONS	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
A534	INTERIOR ELEVATIONS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
A535	INTERIOR ELEVATIONS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
A536	INTERIOR ELEVATIONS	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
A537	INTERIOR ELEVATIONS	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
A540	INTERIOR ELEVATIONS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
A541	INTERIOR MILLWORK SECTIONS AND DETAILS	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
A542	HOLDROOM MILLWORK ELEVATIONS AND DETAILS	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)

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7.1



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

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
A543	HOLDROOM MILLWORK SECTIONS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
A601	LEVEL 1 OVERALL REFLECTED CEILING PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
A601A4	LEVEL 1 PART A4 REFLECTED CEILING PLAN	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
A601A5	LEVEL 1 PART A5 REFLECTED CEILING PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
A601F3	LEVEL 1 PART F3 REFLECTED CEILING PLAN	1	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
A601Z2	LEVEL 1 PART Z2 REFLECTED CEILING PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
A800	MISCELLANEOUS DETAILS	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
A801	MISCELLANEOUS DETAILS	1	12/21/2022	12/21/2022	GMP Budget (WP-5) Ad #2 (12/21/ 22)
A802	MISCELLANEOUS DETAILS	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
A803	MISCELLANEOUS DETAILS	0	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
A804	MISCELLANEOUS DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
A820	ROOFING DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
A831	FLORIDA ACCESSIBILITY DETAILS AND GENERAL NOTES	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
A901	DOOR, FRAME & HARDWARE SCHEDULE	3	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
A902	DOOR JAMB DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
A905	CURTAIN WALL TYPES	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
A906	CURTAIN WALL TYPES	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
AG002	GRAPHIC STANDARDS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
AG004	MESSAGE SCHEDULE	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
AG201	LEVEL 1 OVERALL PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)

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

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
AG201.1	LEVEL 1 EXISTING OVERALL PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
AG201A4	LEVEL 1 PART A4 SIGN LOCATION PLAN	1	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
AG201A5	LEVEL 1 PART A5 SIGN LOCATION PLAN	1	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
AG201F3	LEVEL 1 PART F3 SIGN LOCATION PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
AG202	LEVEL 2 EXISTING OVERALL PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
AG501	EXTERIOR SIGN STANDARDS	1	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
AG502	EXTERIOR SIGN STANDARDS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
AG503	EXTERIOR SIGN STANDARDS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
AG504	EXTERIOR SIGN STANDARDS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
AG505	EXTERIOR SIGN STANDARDS	1	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
AG506	EXTERIOR SIGN STANDARDS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
AG507	INTERIOR SIGN STANDARDS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
AG508	INTERIOR SIGN STANDARDS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
AG509	INTERIOR SIGN STANDARDS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
AG510	INTERIOR SIGN STANDARDS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
AG511	INTERIOR SIGN STANDARDS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
AG512	INTERIOR SIGN STANDARDS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
AG513	INTERIOR SIGN STANDARDS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
AG514	INTERIOR SIGN STANDARDS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
AG515	INTERIOR SIGN STANDARDS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)

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7.1



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

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
AG516	INTERIOR SIGN STANDARDS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
AG517	INTERIOR SIGN STANDARDS	1	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
AG518	INTERIOR SIGN STANDARDS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
AG519	INTERIOR SIGN STANDARDS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
AG520	INTERIOR SIGN STANDARDS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
AL201	LEVEL 1 LIFE SAFETY PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
Electrical					
E000	ELECTRICAL SYMBOL LEGEND AND NOTES	2	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
E001	ELECTRICAL GENERAL NOTES	0	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
E101	ELECTRICAL OVERALL SITE DEMOLITION PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
E101.1	LEVEL 1 OVERALL ELECTRICAL DEMOLITION PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
E201	LEVEL 1 OVERALL LIGHTING NEW CONSTRUCTION PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
E201.1	ELECTRICAL SITE LIGHTING PLAN	2	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
E201.2	ELECTRICAL SITE PHOTOMETRIC PLAN	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
E201A4	LEVEL 1 PART A4 LIGHTING NEW CONSTRUCTION PLAN	2	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
E201A5	LEVEL 1 PART A5 LIGHTING NEW CONSTRUCTION PLAN	2	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
E201F3	LEVEL 1 PART F3 LIGHTING NEW CONSTRUCTION PLAN	3	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
E301	LEVEL 1 OVERALL POWER NEW CONSTRUCTION PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
E301A4	LEVEL 1 PART A4 POWER NEW CONSTRUCTION PLAN	2	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
E301A5	LEVEL 1 PART A5 POWER NEW CONSTRUCTION PLAN	2	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)

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SB

7.1



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

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
E301F3	LEVEL 1 PART F3 POWER NEW CONSTRUCTION PLAN	3	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
E320	ROOF - ELECTRICAL NEW CONSTRUCTION PLAN	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
E401	LEVEL 1 OVERALL FIRE ALARM NEW CONSTRUCTION PLAN	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
E401A4	LEVEL 1 PART A4 FIRE ALARM NEW CONSTRUCTION PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
E401A5	LEVEL 1 PART A5 FIRE ALARM NEW CONSTRUCTION PLAN	1	12/21/2022	12/21/2022	GMP Budget (WP-5) Ad #2 (12/21/ 22)
E401F3	LEVEL 1 PART F3 FIRE ALARM NEW CONSTRUCTION PLAN	1	12/21/2022	12/21/2022	GMP Budget (WP-5) Ad #2 (12/21/ 22)
E501	ENLARGED PLAN - ELECTRICAL AND COMM ROOMS	3	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
E502	LEVEL 1 - CEP ENLARGED ELECTRICAL DEMOLITION PLAN PHASE 1	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
E503	LEVEL 1 - CEP ENLARGED ELECTRICAL PLAN PHASE 1	1	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
E504	LEVEL 1 - CEP ENLARGED ELECTRICAL PLAN PHASE 2	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
E505	LEVEL 1 - ELECTRICAL AT COOLING TOWERS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
E601	ELECTRICAL DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
E602	ELECTRICAL DETAILS	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
E603	ELECTRICAL DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
E604	ELECTRICAL DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
E605	ELECTRICAL DETAILS	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
E606	ELECTRICAL DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
E607	ELECTRICAL LIGHTING CONTROL DETAILS	2	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
E701	ELECTRICAL RISER DIAGRAM - EXISTING	2	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
E702	ELECTRICAL RISER DIAGRAM - NEW	2	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)

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SB

7.1



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

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
E703	PARTIAL FIRE ALARM RISER DIAGRAM	0	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
E801	ELECTRICAL PANEL SCHEDULES	3	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
E802	ELECTRICAL PANEL SCHEDULES	2	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
E803	ELECTRICAL PANEL SCHEDULES	3	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
E804	ELECTRICAL PANEL SCHEDULES	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
E901	ELECTRICAL MECHANICAL AND LIGHTING SCHEDULES	2	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
Fire Protection					
F000	FIRE PROTECTION SYMBOLS, LEGEND, NOTES AND INDEX	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
F201	LEVEL 1 OVERALL NEW CONSTRUCTION PLAN	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
F201A4	LEVEL 1 PART A4 FIRE PROTECTION NEW CONSTRUCTION PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
F201A5	LEVEL 1 PART A5 FIRE PROTECTION NEW CONSTRUCTION PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
F201F3	LEVEL 1 PART F3 FIRE PROTECTION NEW CONSTRUCTION PLAN	1	12/21/2022	12/21/2022	GMP Budget (WP-5) Ad #2 (12/21/ 22)
F201F4	LEVEL 1 PART F4 FIRE PROTECTION NEW CONSTRUCTION PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
F800	FIRE PROTECTION DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
General					
G001	INDEX SHEET	2	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
G010	PROJECT INFORMATION	1	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
G020	GENERAL NOTES	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
G030	WALLS/ PARTITIONS/ BARRIERS LEGEND	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
G100	ARCHITECTURAL SITE PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)

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SB

7.1



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

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Interior					
I000	INTERIOR DESIGN GENERAL NOTES	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
I001	FINISH SCHEDULE	2	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
I002	INTERIOR DETAILS	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
IN201	LEVEL 1 OVERALL FINISH PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
IN201A4	LEVEL 1 PART A4 FINISH PLAN	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
IN201A5	LEVEL 1 PART A5 FINISH PLAN	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
IN201F3	LEVEL 1 PART F3 FINISH PLAN	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
IN301A4	LEVEL 1 PART A4 FLOOR PATTERN PLAN	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
IN301A5	LEVEL 1 PART A5 FLOOR PATTERN PLAN	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
IN301F3	LEVEL 1 PART F3 FLOOR PATTERN PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
IN401A4	LEVEL 1 PART A4 FURNITURE PLAN	2	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
IN401A5	LEVEL 1 PART A5 FURNITURE PLAN	2	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
IN401F3	LEVEL 1 PART F3 FURNITURE PLAN	2	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
Mechanical					
M000	MECHANICAL SYMBOLS, LEGEND, NOTES AND INDEX	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
M101F3	LEVEL 1 PART F3 MECHANICAL DEMOLITION PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
M201	LEVEL 1 - OVERALL MECHANICAL HVAC PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
M201A4	LEVEL 1 - AREA A4 MECHANICAL HVAC PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
M201A5	LEVEL 1 - AREA A5 MECHANICAL HVAC PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)

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SB

7.1



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

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
M201F1	LEVEL 1 - AREA F1 MECHANICAL HVAC PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
M201F2	LEVEL 1 - AREA F2 MECHANICAL HVAC PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
M201F3	LEVEL 1 - AREA F3 MECHANICAL HVAC PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
M220A4	ROOF - AREA A4 MECHANICAL HVAC PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
M220F1	ROOF - AREA F1 MECHANICAL HVAC PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
M220F2	ROOF - AREA F2 MECHANICAL HVAC PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
M220F3	ROOF- AREA F3 MECHANICAL HVAC PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
M301	MECHANICAL SECTIONS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
M302	MECHANICAL SECTIONS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
M303	MECHANICAL SECTIONS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
M304	MECHANICAL SECTIONS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
M305	MECHANICAL SECTIONS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
M400	MECHANICAL CEP SITE PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
M401	LEVEL 1 - CEP ENLARGED MECHANICAL DEMOLITION PLAN PHASE 1	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
M402	LEVEL 1 - CEP ENLARGED MECHANICAL HVAC PLAN PHASE 1	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
M403	LEVEL 1 - COOLING TOWER MECHANICAL PLANS	2	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
M404	LEVEL 1 - CEP ENLARGED MECHANICAL DEMOLITION PLAN PHASE 2	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
M405	LEVEL 1 - CEP ENLARGED MECHANICAL HVAC PLAN PHASE 2	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
M406	LEVEL 1 - MECHANICAL ROOM A127 ENLARGED HVAC PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
M407	LEVEL 1 - EMERGENCY GENERATOR ROOM A182 ENLARGED HVAC PLAN M407	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)

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SB

7.1



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

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
M501	3D CEP ISOMETRIC VIEW	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
M601	CHILLED WATER RISER DIAGRAM	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
M602	OUTSIDE AIR RISER DIAGRAM	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
M603	FUEL OIL DIAGRAMS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
M604	COOLING TOWER DIAGRAMS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
M701	MECHANICAL CONTROLS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
M702	MECHANICAL CONTROLS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
M703	MECHANICAL CONTROLS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
M704	MECHANICAL CONTROLS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
M801	MECHANICAL DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
M802	MECHANICAL DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
M803	MECHANICAL DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
M804	MECHANICAL DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
M901	MECHANICAL SCHEDULES	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
M902	MECHANICAL SCHEDULES	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
Plumbing					
P000	PLUMBING SYMBOLS, LEGEND, NOTES AND INDEX	3	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
P001	UNDERGROUND LEVEL GAS PIPE NEW CONSTRUCTION PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
P101	LEVEL1 PART F3 PLUMBING DEMOLITION PLAN	0	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
P200	GBF OVERALL PLUMBING CONSTRUCTION PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)

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SB

7.1



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

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
P200A4	UNDERGROUND PART A4 PLUMBING NEW CONSTRUCTION	2	12/21/2022	12/21/2022	GMP Budget (WP-5) Ad #2 (12/21/ 22)
P200A5	UNDERGROUND PART A5 PLUMBING NEW CONSTRUCTION	2	12/21/2022	12/21/2022	GMP Budget (WP-5) Ad #2 (12/21/ 22)
P200F3	UNDERGROUND PART F3 PLUMBING NEW CONSTRUCTION PLAN	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
P200F4	UNDERGROUND PART F4 PLUMBING NEW CONSTRUCTION PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
P201A4	LEVEL 1 PART A4 PLUMBING GRAVITY NEW CONSTRUCTION PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
P201A5	LEVEL 1 PART A5 PLUMBING GRAVITY NEW CONSTRUCTION PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
P201F3	LEVEL 1 PART F3 PLUMBING GRAVITY NEW CONSTRUCTION PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
P201Z2	LEVEL 1 PART Z2 PLUMBING GRAVITY NEW CONSTRUCTIOI PLAN	0	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
P202A4	LEVEL1 PART A4 PLUMBING PRESSURE NEW CONSTRUCTION PLAN	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
P202A5	LEVEL1 PART A5 PLUMBING PRESSURE NEW CONSTRUCTION PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
P202F3	LEVEL1 PART F3 PLUMBING PRESSURE NEW CONSTRUCTION PLAN	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
P220	ROOF LEVEL OVERALL NEW CONSTRUCTION PLAN	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
P510	STORM ENLARGED SOUTH CANOPY	1	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
P600	LEVEL 1 PLUMBING STORM ENLARGED PLAN	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
P601	LEVEL 1 PLUMBING ENLARGED PLAN	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
P602	LEVEL 1 PLUMBING ENLARGED PLAN	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
P700	PLUMBING ISOMETRIC RISER DIAGRAM	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
P701	PLUMBING ISOMETRIC RISER DIAGRAM	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
P702	PLUMBING ISOMETRIC RISER DIAGRAM	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
P800	PLUMBING DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)

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SB

7.1



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

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
P801	PLUMBING DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
P803	PLUMBING DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
Structural					
S001	GENERAL NOTES (1 OF 2)	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
S002	GENERAL NOTES (2 OF 2)	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
S003	COMPONENTS & CLADDING WIND LOADS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
S004	THRESHOLD INSPECTION NOTES	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
S010	GENERAL NOTES	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
S011	STRUCTURAL SYMBOLS & NOTATIONS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
S050	GENERAL NOTES & INFORMATION	0	10/31/2022	11/02/2022	GMP Budget (WP-5) (10/31/22)
S051	THRESHOLD INSPECTION NOTES	0	10/31/2022	11/02/2022	GMP Budget (WP-5) (10/31/22)
S110	AIRPORT CIRCLE LOOP SPAN SIGN STRUCTURE ELEVATIONS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
S200	OVERALL FOUNDATION	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
S200A4	FOUNDATION PLAN - PART A4	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
S200A5	FOUNDATION PLAN - PART A5	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
S200F3	FOUNDATION PLAN - PART F3	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
S201	OVERALL SLAB PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
S201A4	SLAB PLAN - PART A4	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/22)
S201A5	SLAB PLAN - PART A5	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
S201F3	SLAB PLAN - PART F3	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)

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SB

7.1



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

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
S202	OVERALL LOW ROOF PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
S202A4	LOW ROOF PLAN - PART A4	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
S202A5	LOW ROOF PLAN - PART A5	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
S202F3	LOW ROOF PLAN - PART F3	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
S203A4	HIGH ROOF PLAN - PART A4	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
S204	GENERATOR ENCLOSURE PLANS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
S205	DOAS ROOF TOP UNIT FRAMING PLANS	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
S206	DRIVEWAY VEHICLE CANOPY FRAMING	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
S250Z1	LEVEL 1 & 2 PART Z1 CHILLER ROOM EXPANSION PLANS	0	10/31/2022	11/02/2022	GMP Budget (WP-5) (10/31/22)
S251Z1	LEVEL 2 PART Z1 COOLING TOWER PLANS	0	10/31/2022	11/02/2022	GMP Budget (WP-5) (10/31/22)
S301	BUILDING CANOPY ELEVATIONS & DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
S302	STOREFRONT FRAMING ELEVATIONS & DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
S303	NORTH WING WALL FRAMING ELEVATIONS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
S304	SOUTH WING WALL FRAMING ELEVATIONS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
S305	DOAS ROOF TOP UNIT SCREEN WALL ELEVATIONS	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
S306	GENERATOR ENCLOSURE WALL ELEVATIONS & DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
S401	GBF BUILDING SECTIONS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
S402	GBF BUILDING SECTIONS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
S403	GBF BUILDING SECTIONS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
S404	GBF BUILDING SECTIONS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)

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

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
S405	GBF WINGWALL SECTIONS & DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
S406	ENLARGED VEHICLE CANOPY SECTIONS & DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
S450	SECTIONS & DETAILS	0	10/31/2022	11/02/2022	GMP Budget (WP-5) (10/31/22)
S501	STRUCTURAL FOUNDATION DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
S502	CONCRETE DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
S503	CMU DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
S510	FOUNDATION SECTIONS & DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
S550	TYPICAL DETAILS	0	10/31/2022	11/02/2022	GMP Budget (WP-5) (10/31/22)
S601	STEEL DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
S602	STEEL DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
S701	STRUCTURAL COLUMN SCHEDULE	0	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
Telecommunications					
T001	COMMUNICATIONS GENERAL NOTES	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
T002	COMMUNICATIONS LEVEL 1 OVERALL PLAN	0	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
T003	COMMUNICATIONS LEVEL 2 OVERALL PLAN	0	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
T100	COMMUNICATIONS DEMO SITE UTILITY PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
T101	COMMUNICATIONS SITE UTILITY PLAN	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
T201	COMMUNICATIONS LEVEL 1 OVERALL NEW CONSTRUCTION PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
T201A4	COMMUNICATIONS LEVEL 1 PART A4 NEW CONSTRUCTION PLAN	2	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
T201A5	COMMUNICATIONS LEVEL 1 PART A5 NEW CONSTRUCTION PLAN	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)

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

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
T201F3	COMMUNICATIONS LEVEL 1 PART F3 NEW CONSTRUCTION PLAN	1	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
T201Z1	COMMUNICATIONS LEVEL 1 PART Z1 NEW CONSTRUCTION PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
T220	COMMUNICATIONS ROOF LEVEL OVERALL NEW CONSTRUCTION PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
T220A4	COMMUNICATIONS ROOF LEVEL PART A4 NEW CONSTRUCTION PLAN	1	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
T220A5	COMMUNICATIONS ROOF LEVEL PART A5 NEW CONSTRUCTION PLAN	1	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
T220F3	COMMUNICATIONS ROOF LEVEL PART F3 NEW CONSTRUCTION PLAN	1	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
T261	COMMUNICATIONS LEVEL 1 OVERALL RCP	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
T261A4	COMMUNICATIONS LEVEL 1 PART A4 REFLECTED CEILING PLAN	2	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
T261A5	COMMUNICATIONS LEVEL 1 PART A5 REFLECTED CEILING PLAN	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
T261F3	COMMUNICATIONS LEVEL 1 PART F3 REFLECTED CEILING PLAN	2	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
T261V	COMMUNICATIONS LEVEL 1 VALET NEW CONSTRUCTION PLAN	1	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
T501	COMMUNICATIONS ENLARGED PLANS - COMM A131	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
T502	COMMUNICATIONS RACK ELEVATIONS - COMM A131	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
T503	COMMUNICATIONS ENLARGED PLANS - TSA IDF A159	1	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
T504	COMMUNICATIONS RACK ELEVATIONS - TSA IDF A159	1	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
T505	COMMUNICATIONS ENLARGED PLANS - COMM A145	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
T506	COMMUNICATIONS RACK ELEVATIONS - COMM A145	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
T507	COMMUNICATIONS ENLARGED PLANS - COMM A160	2	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
T508	COMMUNICATIONS RACK ELEVATIONS - COMM A160	2	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
T509	COMMUNICATIONS ENLARGED PLANS - CONFERENCE ROOM DEMO A175	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)

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

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
T601	CABLE TRAY DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
T602	INDUCTION LOOP DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
T603	DATA OUTLET AND DUCTBANK DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
T604	SPEAKER MOUNTING DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
T605	GROUNDING, CABLE LABELS, CONDUIT PENETRATION AND PATCH PANEL DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
T606	EVIDS AND GATE COUNTER DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
T701	EVIDS ONE LINE DIAGRAMS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
T702	COMMON USE AND PUBLIC ADDRESS ONE LINE DIAGRAMS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
T703	FIBER AND COPPER ONE LINE DIAGRAMS	2	01/05/2023	01/06/2023	GMP Budget (WP-5) Ad #3 (01/05/ 23)
T704	WIFI, DAS, GSD, AND INDUCTION LOOP ONE LINE DIAGRAMS	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
T705	AMPLIFIER AND NOISE SENSOR DIAGRAMS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
T801	COMMUNICATIONS SCHEDULES	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
Security					
TS001	SECURITY GENERAL NOTES	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
TS100	SECURITY DEMO SITE UTILITY PLAN	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
TS101	SECURITY SITE UTILITY PLAN	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
TS101Z1	SECURITY LEVEL 1 PART Z1 DEMOLITION PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
TS201	SECURITY LEVEL 1 OVERALL NEW CONSTRUCTION PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
TS201A4	SECURITY LEVEL 1 PART A4 NEW CONSTRUCTION PLAN	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
TS201A5	SECURITY LEVEL 1 PART A5 NEW CONSTRUCTION PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)

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

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
TS201F3	SECURITY LEVEL 1 PART F3 NEW CONSTRUCTION PLAN	1	12/15/2022	12/15/2022	GMP Budget (WP-5) Ad #1 (12/15/ 22)
TS201F3-V	SECURITY LEVEL 1 VALET NEW CONSTRUCTION PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
TS201Z1	SECURITY LEVEL 1 PART Z1 NEW CONSTRUCTION PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
TS220	SECURITY ROOF LEVEL NEW CONSTRUCTION PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
TS220A4	SECURITY ROOF LEVEL PART A4 NEW CONSTRUCTION PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
TS220A5	SECURITY ROOF LEVEL PART A5 NEW CONSTRUCTION PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
TS220F3	SECURITY ROOF LEVEL PART F3 NEW CONSTRUCTION PLAN	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
TS601	SECURITY DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
TS602	SECURITY DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
TS603	SECURITY DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
TS604	SECURITY DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
TS605	SECURITY DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
TS606	SECURITY DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
TS607	SECURITY DETAILS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
TS701	SECURITY ONE LINE DIAGRAMS	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)
TS801	SECURITY SCHEDULES	0	10/31/2022	11/01/2022	GMP Budget (WP-5) (10/31/22)

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DEANGELIS DIAMOND

WP5 Ground Boarding Facility GMP Plans & Specifications Log

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

WP-5 Specifications Log

Specifications

Group	Spec No.	Spec Description	Revision No.	Issued Date	Specification Set
Current: Yes					
Division No.: 00					
Division Description: Procurement and Contracting Requirements					
	00 0110	Table of Contents - Volume 1	4	10/31/2022	GMP Budget (WP-5)
	00 0220	Table of Contents - Volume 2	10	01/06/2023	GMP Budget (WP-5) Ad #3
	00 3132	Geotechnical Data	0	04/22/2022	GMP Budget (WP-3)
	00 3300	Supplementary Site Assessment Report - Contaminated Soils	0	09/02/2022	GMP Budget (WP-3)
	00 7300	Supplementary Conditions	0	04/22/2022	GMP Budget (WP-1)
	00 7300.1	Airport Construction Safety & Security	0	04/22/2022	GMP Budget (WP-1)
	00 7300.2	Federal Requirements	2	09/16/2022	GMP Budget (WP-3) Ad #1
	00 7300.2A	Davis Bacon Wage Rates - SARASOTA COUNTY	0	09/09/2022	GMP Budget (WP-3)
	00 7300.3	Construction Safety and Phasing Plan	1	09/02/2022	GMP Budget (WP-3)
	00 7300.4	Construction Phasing Plans	1	09/02/2022	GMP Budget (WP-3)
	00 7300.5	Sample Checklists	0	04/22/2022	GMP Budget (WP-1)
	00 7300.6	General Contract Provisions	1	09/02/2022	GMP Budget (WP-3)
	00 7300.7	General Construction Items	0	09/02/2022	GMP Budget (WP-3)
Division No.: 01					
Division Description: General Requirements					
	01 0000	General Requirements	0	04/22/2022	GMP Budget (WP-1)
	01 1315	Phasing of Work	0	04/22/2022	GMP Budget (WP-1)
	01 2500	Substitution Procedures	0	04/22/2022	GMP Budget (WP-1)
	01 2500.01	Substitution Request Form	0	04/22/2022	GMP Budget (WP-1)
	01 2600	Contract Modification Procedures	0	04/22/2022	GMP Budget (WP-1)

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WP5 Ground Boarding Facility GMP
Plans & Specifications Log

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

Group	Spec No.	Spec Description	Revision No.	Issued Date	Specification Set
	01 2900	Payment Procedures	0	04/22/2022	GMP Budget (WP-1)
	01 3100	Project Management and Coordination	0	04/22/2022	GMP Budget (WP-1)
	01 3233	Photographic Documentation	0	04/22/2022	GMP Budget (WP-1)
	01 3300	Submittal Procedures	0	04/22/2022	GMP Budget (WP-1)
	01 3516	Alteration Project Procedures	0	04/22/2022	GMP Budget (WP-1)
	01 3517	Interim Life Safety Measures	0	04/22/2022	GMP Budget (WP-1)
	01 4000	Quality Requirements	0	04/22/2022	GMP Budget (WP-1)
	01 4216	Definitions	0	04/22/2022	GMP Budget (WP-1)
	01 4519	Uncovering and Correction of Work	0	04/22/2022	GMP Budget (WP-1)
	01 5000	Temporary Facilities and Controls	0	04/22/2022	GMP Budget (WP-1)
	01 5100	Temporary Utilities	0	04/22/2022	GMP Budget (WP-1)
	01 5213	Field Offices and Sheds	0	04/22/2022	GMP Budget (WP-1)
	01 5500	Vehicular Access and Parking	0	04/22/2022	GMP Budget (WP-1)
	01 5639	Temporary Tree and Plant Protection	0	04/22/2022	GMP Budget (WP-1)
	01 5713	Temporary Erosion and Sediment Control	0	04/22/2022	GMP Budget (WP-1)
	01 5813	Temporary Project Signage	0	04/22/2022	GMP Budget (WP-1)
	01 6000	Product Requirements	0	04/22/2022	GMP Budget (WP-1)
	01 7000	Execution and Closeout Requirements	0	04/22/2022	GMP Budget (WP-1)
	01 7123	Field Engineering	0	04/22/2022	GMP Budget (WP-1)
	01 7419	Construction Waste Management and Disposal	0	04/22/2022	GMP Budget (WP-1)
	01 7610	Temporary Protective Coverings	0	04/22/2022	GMP Budget (WP-1)
	01 7700	Closeout Procedures	0	04/22/2022	GMP Budget (WP-1)
	01 7823	Operation and Maintenance Data	0	04/22/2022	GMP Budget (WP-1)
	01 7900	Demonstration and Training	0	04/22/2022	GMP Budget (WP-1)

Division No.: 02

Division Description: Existing Conditions

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WP5 Ground Boarding Facility GMP
Plans & Specifications Log

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

Group	Spec No.	Spec Description	Revision No.	Issued Date	Specification Set
	02 4119	Selective Demolition	0	05/26/2022	GMP Budget (WP-2)
Division No.: 03					
Division Description: Concrete					
	03 1000	Concrete Forming and Accessories	0	06/10/2022	GMP Budget (WP-5)
	03 2000	Concrete Reinforcing	0	06/10/2022	GMP Budget (WP-5)
	03 3000	Cast-in-Place Concrete	0	06/10/2022	GMP Budget (WP-5)
	03 4500	Precast Architectural Concrete	0	10/31/2022	GMP Budget (WP-5)
	03 4900	Glass-Fiber Reinforced Concrete	1	12/15/2022	GMP Budget (WP-5) Ad #1
Division No.: 04					
Division Description: Masonry					
	04 2200	Concrete Unit Masonry	0	06/10/2022	GMP Budget (WP-5)
Division No.: 05					
Division Description: Metals					
	05 1200	Structural Steel Framing	0	06/10/2022	GMP Budget (WP-5)
	05 1213	Architecturally-Exposed Structural Steel Framing	0	10/31/2022	GMP Budget (WP-5)
	05 3100	Steel Decking	0	06/10/2022	GMP Budget (WP-5)
	05 4000	Cold-Formed Metal Framing	0	06/10/2022	GMP Budget (WP-5)
	05 5000	Metal Fabrications	0	10/31/2022	GMP Budget (WP-5)
	05 5133	Metal Ladders	0	10/31/2022	GMP Budget (WP-5)
	05 5213	Pipe and Tube Railings	0	10/31/2022	GMP Budget (WP-5)
	05 7500	Decorative Formed Metal	1	12/15/2022	GMP Budget (WP-5) Ad #1
Division No.: 06					
Division Description: Wood, Plastics, and Composites					
	06 1053	Miscellaneous Rough Carpentry	1	12/15/2022	GMP Budget (WP-5) Ad #1
	06 1643	Gypsum Sheathing	0	10/31/2022	GMP Budget (WP-5)
	06 4101	Laminate-Faced Architectural Casework	3	12/15/2022	GMP Budget (WP-5) Ad #1

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WP's Ground Boarding Facility GMP
Plans & Specifications Log

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

Group	Spec No.	Spec Description	Revision No.	Issued Date	Specification Set
	06 6050	Decorative Plastic Panels	2	12/15/2022	GMP Budget (WP-5) Ad #1
	06 6450	Solid Surfacing Fabrications	0	10/31/2022	GMP Budget (WP-5)
Division No.: 07					
Division Description: Thermal and Moisture Protection					
	07 1300	Sheet Waterproofing	0	10/31/2022	GMP Budget (WP-5)
	07 2100	Thermal Insulation	1	12/15/2022	GMP Budget (WP-5) Ad #1
	07 2400	Exterior Insulation and Finish Systems	0	10/31/2022	GMP Budget (WP-5)
	07 2726	Fluid-Applied Membrane Air Barriers	0	10/31/2022	GMP Budget (WP-5)
	07 4113	Metal Roof Panels	0	10/31/2022	GMP Budget (WP-5)
	07 4213.23	Metal Composite Material Wall Panels	1	01/06/2023	GMP Budget (WP-5) Ad #3
	07 5010	Modifications to Existing Roofing	0	10/31/2022	GMP Budget (WP-5)
	07 5416	Fully Adhered Ketone Ethylene Ester (KEE) Membrane Roofing	1	12/15/2022	GMP Budget (WP-5) Ad #1
	07 6200	Sheet Metal Flashing and Trim	0	10/31/2022	GMP Budget (WP-5)
	07 7100	Roof Specialties	0	10/31/2022	GMP Budget (WP-5)
	07 7200	Roof Accessories	0	10/31/2022	GMP Budget (WP-5)
	07 8100	Applied Fire Protection	0	10/31/2022	GMP Budget (WP-5)
	07 8400	Firestopping	0	10/31/2022	GMP Budget (WP-5)
	07 9200	Joint Sealants	0	10/31/2022	GMP Budget (WP-5)
	07 9513	Expansion Joint Cover Assemblies	0	10/31/2022	GMP Budget (WP-5)
Division No.: 08					
Division Description: Openings					
	08 0671	Door Hardware Schedule	0	11/07/2022	GMP Budget (WP-5)
	08 1113	Hollow Metal Doors and Frames	0	10/31/2022	GMP Budget (WP-5)
	08 1213	Hollow Metal Frames	0	05/26/2022	GMP Budget (WP-2)
	08 1416	Flush Wood Doors	0	05/26/2022	GMP Budget (WP-2)
	08 3100	Access Doors and Panels	0	10/31/2022	GMP Budget (WP-5)

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WP5 Ground Boarding Facility GMP
Plans & Specifications Log

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

Group	Spec No.	Spec Description	Revision No.	Issued Date	Specification Set
	08 3310	Security Grilles T&C	0	12/15/2022	GMP Budget (WP-5) Ad #1
	08 3323	Overhead Coiling Doors	1	01/06/2023	GMP Budget (WP-5) Ad #3
	08 4113	Aluminum-Framed Entrances	1	01/06/2023	GMP Budget (WP-5) Ad #3
	08 4229	Automatic Entrances	0	10/31/2022	GMP Budget (WP-5)
	08 4413	Glazed Aluminum Curtain Walls	0	10/31/2022	GMP Budget (WP-5)
	08 8000	Glazing	0	10/31/2022	GMP Budget (WP-5)
	08 9100	Louvers	0	10/31/2022	GMP Budget (WP-5)
Division No.: 09					
Division Description: Finishes					
	09 0561	Common Work Results for Flooring Preparation	0	05/26/2022	GMP Budget (WP-2)
	09 2116	Gypsum Board Assemblies	1	11/07/2022	GMP Budget (WP-1)
	09 2216	Non-Structural Metal Framing	0	05/26/2022	GMP Budget (WP-2)
	09 2400	Cement Plastering (Stucco)	0	10/31/2022	GMP Budget (WP-5)
	09 3000	Tiling	2	12/15/2022	GMP Budget (WP-5) Ad #1
	09 5100	Acoustical Ceilings	2	01/06/2023	GMP Budget (WP-5) Ad #3
	09 5426	Suspended Wood Ceilings	0	10/31/2022	GMP Budget (WP-5)
	09 6500	Resilient Flooring	0	10/31/2022	GMP Budget (WP-5)
	09 6513	Resilient Base and Accessories	1	10/31/2022	GMP Budget (WP-5)
	09 6519	Resilient Tile Flooring	0	10/31/2022	GMP Budget (WP-5)
	09 6623	Resinous Matrix Terrazzo Flooring	2	12/15/2022	GMP Budget (WP-5) Ad #1
	09 6700	Fluid-Applied Flooring	0	10/31/2022	GMP Budget (WP-5)
	09 6813	Tile Carpeting	1	10/31/2022	GMP Budget (WP-5)
	09 7800	Interior Wall Paneling	1	12/15/2022	GMP Budget (WP-5) Ad #1
	09 9113	Exterior Painting	0	10/31/2022	GMP Budget (WP-5)
	09 9123	Interior Painting	1	10/31/2022	GMP Budget (WP-5)
	09 9600	High-Performance Coatings	0	10/31/2022	GMP Budget (WP-5)

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WP's Ground Boarding Facility GMP
Plans & Specifications Log

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

Group	Spec No.	Spec Description	Revision No.	Issued Date	Specification Set
Division No.: 10					
Division Description: Specialties					
	10 1400	Signage	0	12/15/2022	GMP Budget (WP-5) Ad #1
	10 2113.15	Stainless Steel Toilet Compartments	0	10/31/2022	GMP Budget (WP-5)
	10 2600	Wall and Door Protection	1	10/31/2022	GMP Budget (WP-5)
	10 2813	Toilet Accessories	2	10/31/2022	GMP Budget (WP-5)
	10 4300	Emergency Aid Specialties	0	10/31/2022	GMP Budget (WP-5)
	10 4400	Fire Protection Specialties	0	10/31/2022	GMP Budget (WP-5)
	10 5113	Metal Lockers	0	01/06/2023	GMP Budget (WP-5) Ad #3
	10 7316	Aluminum Canopies	0	10/31/2022	GMP Budget (WP-5)
Division No.: 11					
Division Description: Equipment					
	11 1453	Pedestrian Security Breach Control System	0	12/15/2022	GMP Budget (WP-5) Ad #1
Division No.: 12					
Division Description: Furnishings					
	12 5000	Furniture	2	01/11/2023	GMP Budget (WP-5) Ad #3
Division No.: 13					
Division Description: Special Construction					
	13 3133	Pre-Engineered Fabric Tension Structures	0	12/15/2022	GMP Budget (WP-5) Ad #1
	13 3423.16	Fabricated Control Booths	0	10/31/2022	GMP Budget (WP-5)
Division No.: 21					
Division Description: Fire Protection					
	21 0500	Common Work Results for Fire Suppression	0	05/26/2022	GMP Budget (WP-2)
	21 0553	Identification for Fire-Suppression Piping and Equipment	0	05/26/2022	GMP Budget (WP-2)
	21 1313	Wet-Pipe Sprinkler System	0	05/26/2022	GMP Budget (WP-2)
Division No.: 22					

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WP5 Ground Boarding Facility GMP
Plans & Specifications Log

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

Group	Spec No.	Spec Description	Revision No.	Issued Date	Specification Set
Division Description: Plumbing					
	22 0500	Common Work Results for Plumbing	0	05/26/2022	GMP Budget (WP-2)
	22 0523	Water Piping Specialties	0	05/26/2022	GMP Budget (WP-2)
	22 0529	Hangers and Supports for Plumbing Piping and Equipment	0	05/26/2022	GMP Budget (WP-2)
	22 0553	Identification for Plumbing Piping and Equipment	0	05/26/2022	GMP Budget (WP-2)
	22 0700	Plumbing Insulation	0	12/15/2022	GMP Budget (WP-5) Ad #1
	22 1119	Domestic Cold & Hot Water Piping	0	05/26/2022	GMP Budget (WP-2)
	22 1123	Facility Natural-Gas Piping	0	10/31/2022	GMP Budget (WP-5)
	22 1123.13	Domestic-Water Packaged Booster Pumps	1	12/15/2022	GMP Budget (WP-5) Ad #1
	22 1316	Sanitary Sewer, Storm Water & Sanitary Vent Piping	0	05/26/2022	GMP Budget (WP-2)
	22 1319	Sanitary Waste Piping Specialties	0	05/26/2022	GMP Budget (WP-2)
	22 1323	Sanitary Waste Interceptors	0	12/15/2022	GMP Budget (WP-5) Ad #1
	22 3300	Electric, Domestic Water Heaters	0	05/26/2022	GMP Budget (WP-2)
	22 4000	Plumbing Fixtures	0	05/26/2022	GMP Budget (WP-2)
Division No.: 23					
Division Description: Mechanical					
	23 0010	Basic Mechanical Requirements	1	10/31/2022	GMP Budget (WP-5)
	23 0513	Common Motor Requirements for HVAC Equipment	0	06/10/2022	GMP Budget (WP-5)
	23 0514	Variable Frequency Motor Controllers	0	06/10/2022	GMP Budget (WP-5)
	23 0519	Meters and Gages for HVAC Piping	0	06/10/2022	GMP Budget (WP-5)
	23 0523	General-Duty Valves for HVAC Piping	0	06/10/2022	GMP Budget (WP-5)
	23 0529	Hangers and Supports for HVAC Piping and Equipment	0	10/31/2022	GMP Budget (WP-5)
	23 0548	Vibration Controls for HVAC	0	06/10/2022	GMP Budget (WP-5)
	23 0553	Identification for HVAC Piping and Equipment	0	06/10/2022	GMP Budget (WP-5)
	23 0566	Anti-Microbial Ultraviolet Lamp Systems for HVAC	0	10/31/2022	GMP Budget (WP-5)
	23 0593	Test and Balance for HVAC	1	10/31/2022	GMP Budget (WP-5)

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WP5 Ground Boarding Facility GMP
Plans & Specifications Log

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

Group	Spec No.	Spec Description	Revision No.	Issued Date	Specification Set
	23 0713	Duct Insulation	1	10/31/2022	GMP Budget (WP-5)
	23 0719	HVAC Piping Insulation	0	10/31/2022	GMP Budget (WP-5)
	23 0800	Commissioning of HVAC	0	10/31/2022	GMP Budget (WP-5)
	23 0900	Instrumentation and Control for HVAC	0	10/31/2022	GMP Budget (WP-5)
	23 0920	Refrigerant Detection and Alarm	0	10/31/2022	GMP Budget (WP-5)
	23 1113	Facility Fuel-Oil System	0	10/31/2022	GMP Budget (WP-5)
	23 2113	Hydronic Piping	0	06/10/2022	GMP Budget (WP-5)
	23 2113.13	Underground Hydronic Piping	0	10/31/2022	GMP Budget (WP-5)
	23 2116	Hydronic Piping Specialties	0	10/31/2022	GMP Budget (WP-5)
	23 2123	Hydronic Pumps	0	10/31/2022	GMP Budget (WP-5)
	23 2300	Refrigerant Piping	0	06/10/2022	GMP Budget (WP-5)
	23 2513	Water Treatment for Closed-Loop Hydronic Systems	0	10/31/2022	GMP Budget (WP-5)
	23 3113	Metal Ducts	1	10/31/2022	GMP Budget (WP-5)
	23 3300	Air Duct Accessories	1	10/31/2022	GMP Budget (WP-5)
	23 3423	HVAC Power Ventilators	0	10/31/2022	GMP Budget (WP-5)
	23 3600	Air Terminal Units	0	10/31/2022	GMP Budget (WP-5)
	23 3713	Grilles, Registers and Diffusers	1	10/31/2022	GMP Budget (WP-5)
	23 3723	HVAC Gravity Ventilators	0	06/10/2022	GMP Budget (WP-5)
	23 6416	Centrifugal Water Chillers	0	10/31/2022	GMP Budget (WP-5)
	23 6500.1	Cooling Tower Open Counter Flow - Tower Refurbish	0	10/31/2022	GMP Budget (WP-5)
	23 7313	Modular Indoor Central-Station Air-Handling Units	0	10/31/2022	GMP Budget (WP-5)
	23 7343	Modular Outdoor Central-Station AHUs	0	10/31/2022	GMP Budget (WP-5)
	23 8126	Split-System Air-Conditioners	0	06/10/2022	GMP Budget (WP-5)
	23 8216.14	Electric-Resistance Air Coils	0	10/31/2022	GMP Budget (WP-5)
	23 8219	Fan Coil Units	0	10/31/2022	GMP Budget (WP-5)

Division No.: 26

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WP5 Ground Boarding Facility GMP
Plans & Specifications Log

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

Group	Spec No.	Spec Description	Revision No.	Issued Date	Specification Set
Division Description: Electrical					
	26 0080	Test and Performance Verification	0	06/10/2022	GMP Budget (WP-5)
	26 0100	Basic Electrical Requirements	0	05/26/2022	GMP Budget (WP-2)
	26 0519	Wires and Cables	0	05/26/2022	GMP Budget (WP-2)
	26 0526	Grounding	0	05/26/2022	GMP Budget (WP-2)
	26 0529	Hangers and Supports for Electrical Systems	0	06/10/2022	GMP Budget (WP-5)
	26 0533	Raceway and Boxes for Electrical Systems	0	05/26/2022	GMP Budget (WP-2)
	26 0543	Underground Ducts and Raceways for Electrical Systems	0	06/10/2022	GMP Budget (WP-5)
	26 0553	Electrical Identification	0	05/26/2022	GMP Budget (WP-2)
	26 0573	Coordination Studies	0	06/10/2022	GMP Budget (WP-5)
	26 0800	Commissioning of Electrical	0	06/10/2022	GMP Budget (WP-5)
	26 0913	Electrical Power Monitoring and Control	0	06/10/2022	GMP Budget (WP-5)
	26 0943	Network Lighting Controls	0	06/10/2022	GMP Budget (WP-5)
	26 2200	Low-Voltage Transformers	0	06/10/2022	GMP Budget (WP-5)
	26 2413	Switchboards	0	06/10/2022	GMP Budget (WP-5)
	26 2416	Panelboards	0	06/10/2022	GMP Budget (WP-5)
	26 2420	Safety Switches	0	06/10/2022	GMP Budget (WP-5)
	26 2726	Wiring Devices	0	06/10/2022	GMP Budget (WP-5)
	26 2813	Fuses	0	06/10/2022	GMP Budget (WP-5)
	26 2816	Enclosed Switches and Circuit Breakers	0	06/10/2022	GMP Budget (WP-5)
	26 3213	Engine Generators	0	06/10/2022	GMP Budget (WP-5)
	26 3215	Generator Bi-Fuel System	0	06/10/2022	GMP Budget (WP-5)
	26 3600	Automatic Transfer Switches	0	06/10/2022	GMP Budget (WP-5)
	26 4113	Lightning Protection for Structures	0	06/10/2022	GMP Budget (WP-5)
	26 4313	Transient Voltage Suppression for Low Voltage Electrical Power Circuits	0	06/10/2022	GMP Budget (WP-5)
	26 5100	Architectural Lighting Fixtures	0	05/26/2022	GMP Budget (WP-2)

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WP5 Ground Boarding Facility GMP
Plans & Specifications Log

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

Group	Spec No.	Spec Description	Revision No.	Issued Date	Specification Set
Division No.: 27					
Division Description: Communications					
	27 0528	Pathways for Communications Systems	0	05/26/2022	GMP Budget (WP-2)
	27 0529	Hangers and Supports for Communications Systems	0	05/26/2022	GMP Budget (WP-2)
	27 0536	Cable Trays for Communications Systems	0	10/31/2022	GMP Budget (WP-5)
	27 0543	Underground Ducts and Raceways for Communications Systems	0	10/31/2022	GMP Budget (WP-5)
	27 0553	Identification for Communications Systems	0	05/26/2022	GMP Budget (WP-2)
	27 1100	Communications Equipment Room Fittings	0	10/31/2022	GMP Budget (WP-5)
	27 1116	Communications Cabinets, Racks, Frames, and Enclosures	0	10/31/2022	GMP Budget (WP-5)
	27 1323	Communications Optical Fiber Backbone Cabling	0	10/31/2022	GMP Budget (WP-5)
	27 1513	Communications Copper Horizontal Cabling	0	05/26/2022	GMP Budget (WP-2)
	27 4216	Electronic Video Information Display System (EVIDS)	0	05/26/2022	GMP Budget (WP-2)
	27 4220	Common Use Systems	0	05/26/2022	GMP Budget (WP-2)
	27 5116	Public Address Systems	0	06/10/2022	GMP Budget (WP-5)
	27 5117	Hearing Loop System	0	10/31/2022	GMP Budget (WP-5)
Division No.: 28					
Division Description: Electronic Safety and Security					
	28 1500	Access Control Hardware Devices	0	10/31/2022	GMP Budget (WP-5)
	28 2000	Video Surveillance	1	12/15/2022	GMP Budget (WP-5) Ad #1
	28 3111.02	Digital, Addressable Fire-Alarm System	0	06/10/2022	GMP Budget (WP-5)
Division No.: 31					
Division Description: Earthwork					
	31 3116	Termite Control	0	10/31/2022	GMP Budget (WP-5)
Division No.: 32					
Division Description: Exterior Improvements					
	DS 32 3119	Decorative Metal Fences and Gates	0	10/31/2022	GMP Budget (WP-5)

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WP5 Ground Boarding Facility GMP
Plans & Specifications Log

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

Group	Spec No.	Spec Description	Revision No.	Issued Date	Specification Set
Division No.: 33					
Division Description: Utilities					
	33 4200	Stormwater Conveyance	0	12/21/2022	GMP Budget (WP-5) Ad #2
Division No.: FAA					
Division Description: Technical Specifications					
	P-306	Lean Concrete Base Course	0	09/02/2022	GMP Budget (WP-3)
	P-501	Cement Concrete Pavement	0	09/02/2022	GMP Budget (WP-3)
	P-605	Joint Sealants for Pavements	0	09/02/2022	GMP Budget (WP-3)
	P-620	Runway and Taxiway Marking	0	09/02/2022	GMP Budget (WP-3)

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**SCHEDULE 2.2****WP2/WP1a/WP3 Holdroom Realignment Plans and Specifications****PLANS ENUMERATION**

Sheet Number	Sheet Title	Issuance Date	Revision Date	Addendum Number	Revision Date	Addendum Number
	GENERAL					
G010	PROJECT INFORMATION	5/26/2022	7/29/2022	#1		
G020	GENERAL NOTES	5/26/2022	7/29/2022	#1		
G030	INTERIOR PARTITIONS	5/26/2022				
AL2.2	LEVEL 2 LIFE SAFETY PLAN	5/26/2022	7/29/2022	#1		
	ARCHITECTURAL					
A102	LEVEL 2 OVERALL DEMOLITION PLAN	5/26/2022				
A102B1	LEVEL 2 PART B1 DEMOLITION PLAN	5/26/2022				
A102B3	LEVEL 2 PART B3 DEMOLITION PLAN	5/26/2022				
A150	DEMOLITION DETAILS	5/26/2022				
A160	LEVEL 2 OVERALL DEMOLITION RCP	5/26/2022	7/29/2022	#1		
A202	LEVEL 2 OVERALL NEW CONSTRUCTION PLAN	5/26/2022				
A202B1	LEVEL 2 PART B1 NEW CONSTRUCTION PLAN	5/26/2022	7/29/2022	#1		
A202B3	LEVEL 2 PART B3 NEW CONSTRUCTION PLAN	5/26/2022	7/29/2022	#1		
A507	TYPICAL GATE ENLARGED PLAN	5/26/2022	7/29/2022	#1		
A508	EAST RESTROOM ENLARGED PLAN	5/26/2022	7/29/2022	#1		
A509	EAST RESTROOM ENLARGED PLAN	5/26/2022	7/29/2022	#1		
A510	HOLDROOM MILLWORK ELEMENT ID-1	5/26/2022	7/29/2022	#1		
A520	HOLDROOM EVIDS	5/26/2022	7/29/2022	#1		
A521	INTERIOR ELEVATIONS	5/26/2022	7/29/2022	#1		
A522	INTERIOR ELEVATIONS	5/26/2022	7/29/2022	#1		
A524	INTERIOR SECTIONS	5/26/2022	7/29/2022	#1		
A525	HOLDROOM MILLWORK DETAILS	5/26/2022	7/29/2022	#1		
A602	LEVEL 2 OVERALL NEW CONSTRUCTION RCP	5/26/2022	7/29/2022	#1		
A602B1	LEVEL 2 PART B1 NEW CONSTRUCTION RCP	5/26/2022	7/29/2022	#1		
A602B2	LEVEL 2 PART B2 NEW CONSTRUCTION RCP	5/26/2022	7/29/2022	#1		
A602B3	LEVEL 2 PART B3 NEW CONSTRUCTION RCP	5/26/2022	7/29/2022	#1		
A801	MISCELLANEOUS DETAILS	5/26/2022				
A802	MISCELLANEOUS DETAILS	5/26/2022				
A830	ACCESSIBILITY DETAILS	5/26/2022				
A901	DOOR, FRAME & HARDWARE SCHEDULE	5/26/2022	7/29/2022	#1		
	INTERIOR					
I000	FINISH SCHEDULE	5/26/2022	7/29/2022	#1		
I202	LEVEL 2 OVERALL FURNITURE AND FLOOR FINISH PLAN	5/26/2022	7/29/2022	#1		
	FIRE PROTECTION					
F000	FIRE PROTECTION SYMBOLS, LEGEND, NOTES AND INDEX	5/26/2022				
F202	FIRE PROTECTION LEVEL 2 OVERALL NEW CONSTRUCTION PLAN	5/26/2022				
F202B2	FIRE PROTECTION LEVEL 2 PART B2 NEW CONSTRUCTION PLAN	5/26/2022				
	PLUMBING					
P000	PLUMBING SYMBOLS, LEGEND, NOTES AND INDEX	5/26/2022	7/29/2022	#1		
P202	PLUMBING LEVEL 2 OVERALL NEW CONSTRUCTION PLAN	5/26/2022				
P600	PLUMBING ENLARGED PLAN	5/26/2022	7/29/2022	#1		
P700	PLUMBING ISOMETRIC RISER	5/26/2022	7/29/2022	#1		
P801	PLUMBING DETAIL	5/26/2022				
	MECHANICAL					
M000	MECHANICAL SYMBOLS, LEGEND, NOTES AND INDEX	5/26/2022				
M202	MECHANICAL LEVEL 2 OVERALL NEW CONSTRUCTION PLAN	5/26/2022				
M202B2	MECHANICAL LEVEL 2 PART B2 NEW CONSTRUCTION PLAN	5/26/2022				
M601	MECHANICAL DETAILS	5/26/2022				
M901	MECHANICAL EQUIPMENT SCHEDULES	5/26/2022				
	ELECTRICAL					
E000	ELECTRICAL SYMBOL LEGEND AND NOTES	5/26/2022				
E101	ELECTRICAL LEVEL 1 OVERALL DEMOLITION PLAN	5/26/2022				
E102	ELECTRICAL LEVEL 2 OVERALL DEMOLITION PLAN	5/26/2022				
E102B1	ELECTRICAL LEVEL 2 PART B1 DEMOLITION PLAN	5/26/2022	7/12/2022	RFI PC01		
E102B3	ELECTRICAL LEVEL 2 PART B3 DEMOLITION PLAN	5/26/2022				

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PLANS ENUMERATION

Sheet Number	Sheet Title	Issuance Date	Revision Date	Addendum Number	Revision Date	Addendum Number
E302	LEVEL 2 OVERALL POWER AND FIRE ALARM NEW CONSTRUCTION PLAN	5/26/2022				
E302B1	LEVEL 2 PART B1 POWER AND FIRE ALARM NEW CONSTRUCTION PLAN	5/26/2022	7/12/2022	RFI PC01	7/29/2022	#1
E302B3	LEVEL 2 PART B3 POWER AND FIRE ALARM NEW CONSTRUCTION PLAN	5/26/2022	7/29/2022	#1		
E501	ELECTRICAL ENLARGED PLAN	5/26/2022	7/12/2022	RFI PC01	7/29/2022	#1
E701	ELECTRICAL RISER DIAGRAM	5/26/2022				
E801	ELECTRICAL PICTURES	5/26/2022				
	TELECOMMUNICATIONS					
T001	COMMUNICATIONS GENERAL NOTES	5/26/2022	7/29/2022	#1		
T102	COMMUNICATIONS LEVEL 2 OVERALL DEMOLITION PLAN	5/26/2022				
T102B1	COMMUNICATIONS LEVEL 2 PART B1 DEMOLITION PLAN	5/26/2022				
T102B2	COMMUNICATIONS LEVEL 2 PART B2 DEMOLITION PLAN	5/26/2022				
T102B3	COMMUNICATIONS LEVEL 2 PART B3 DEMOLITION PLAN	5/26/2022				
T160	COMMUNICATIONS LEVEL 2 OVERALL DEMO RCP	5/26/2022	7/29/2022	#1		
T160B1	COMMUNICATIONS LEVEL 2 PART B1 DEMO RCP	5/26/2022	7/29/2022	#1		
T160B3	COMMUNICATIONS LEVEL 2 PART B3 DEMO RCP	5/26/2022	7/29/2022	#1		
T201	COMMUNICATIONS LEVEL 1 OVERALL NEW CONSTRUCTION PLAN	5/26/2022				
T202	COMMUNICATIONS LEVEL 2 OVERALL NEW CONSTRUCTION PLAN	5/26/2022				
T202B1	COMMUNICATIONS LEVEL 2 PART B1 NEW CONSTRUCTION PLAN	5/26/2022				
T202B2	COMMUNICATIONS LEVEL 2 PART B2 NEW CONSTRUCTION PLAN	5/26/2022				
T202B3	COMMUNICATIONS LEVEL 2 PART B3 NEW CONSTRUCTION PLAN	5/26/2022				
T262	COMMUNICATIONS LEVEL 2 OVERALL RCP	5/26/2022	7/29/2022	#1		
T262B1	COMMUNICATIONS LEVEL 2 PART B1 RCP	5/26/2022	7/29/2022	#1		
T262B3	COMMUNICATIONS LEVEL 2 PART B3 RCP	5/26/2022	7/29/2022	#1		
T501	COMMUNICATIONS RACK ELEVATIONS	5/26/2022				
T502	COMMUNICATIONS RACK ELEVATIONS	5/26/2022				
T701	COMMUNICATIONS DETAILS	5/26/2022				
T801	COMMUNICATIONS ONE-LINE DIAGRAMS	5/26/2022				
	RFI's					
WP2-PC01	Electrical	7/15/2022				
WP2-PC02	Seating	7/14/2022				
WP2-PC03	Seating	7/14/2022				
WP2-PC04	Ceiling Demo and Finish	7/14/2022				
WP2-PC05	Clarifications for Finishes	8/1/2022				
WP2-PC06	Carpet & Wall Tile Clarifications	7/29/2022				
WP2-PC07	Janitors Closet Door Hardware	7/29/2022				
WP2-PC08	Additional Finish Clarifications	7/29/2022				
WP2-PC09	Sink Faucet & Soap Dispenser Clarifications	7/29/2022				
WP2-PC10	Holdroom Lighting	7/29/2022				

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SPECIFICATIONS ENUMERATION

Division/Section Number & Title	Issuance Date	Revision Date	Addendum Number	Revision Date	Addendum Number
DIVISION 00 – PROCUREMENT AND CONTRACT REQUIREMENTS					
00 0220 - TABLE OF CONTENTS - VOLUME 2	4/22/2022	5/26/2022	ADD WP-2	7/29/2022	#1
DIVISION 01 – GENERAL REQUIREMENTS					
01 000 - GENERAL REQUIREMENTS	4/22/2022				
01 1315 - PHASING OF WORK	4/22/2022				
01 2500 - SUBSTITUTION PROCEDURES	4/22/2022				
01 2501.01 - SUBSTITUTION REQUEST FORM	4/22/2022				
01 2600 - CONTRACT MODIFICATION PROCEDURES	4/22/2022				
01 2900 - PAYMENT PROCEDURES	4/22/2022				
01 3100 - PROJECT MANAGEMENT AND COORDINATION	4/22/2022				
01 3233 - PHOTOGRAPHIC DOCUMENTATION	4/22/2022				
01 3300 - SUBMITTAL PROCEDURES	4/22/2022				
01 3516 - ALTERATION PROJECT PROCEDURES	4/22/2022				
01 3517 - INTERIM LIFE SAFETY MEASURES	4/22/2022				
01 4000 - QUALITY REQUIREMENTS	4/22/2022				
01 4216 - DEFINITIONS	4/22/2022				
01 4519 - UNCOVERING AND CORRECTION OF WORK	4/22/2022				
01 5000 - TEMPORARY FACILITIES AND CONTROLS	4/22/2022				
01 5100 - TEMPORARY UTILITIES	4/22/2022				
01 5213 - FIELD OFFICES AND SHEDS	4/22/2022				
01 5500 - VEHICULAR ACCESS AND PARKING	4/22/2022				
01 5639 - TEMPORARY TREE AND PLANT PROTECTION	4/22/2022				
01 5713 - TEMPORARY EROSION AND SEDIMENT CONTROL	4/22/2022				
01 5813 - TEMPORARY PROJECT SIGNAGE	4/22/2022				
01 6000 - PRODUCT REQUIREMENTS	4/22/2022				
01 7000 - EXECUTION AND CLOSEOUT REQUIREMENTS	4/22/2022				
01 7123 - FIELD ENGINEERING	4/22/2022				
01 7419 - CONSTRUCTION WASTE MANAGEMENT	4/22/2022				
01 7610 - TEMPORARY PROTECTIVE COVERINGS	4/22/2022				
01 7700 - CLOSEOUT PROCEDURES	4/22/2022				
01 7823 - OPERATION AND MAINTENANCE DATA	4/22/2022				
01 7900 - DEMONSTRATION AND TRAINING	4/22/2022				
DIVISION 02 – EXISTING CONDITIONS					
02 4119 - SELECTIVE DEMOLITION	5/26/2022				
DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES					
06 4101 - LAMINATE-FACED ARCHITECTURAL CASEWORK	5/26/2022	7/29/2022	#1		
06 6050 - DECORATIVE PLASTIC PANELS	7/29/2022				
DIVISION 08 – OPENINGS					
08 1213 - HOLLOW METAL FRAMES	5/26/2022				
08 1416 - FLUSH WOOD DOORS	5/26/2022				
DIVISION 09 – FINISHES					
09 0561 - COMMON WORK RESULTS FOR FLOORING PREPARATION	5/26/2022				
09 2116 - GYPSUM BOARD ASSEMBLIES	5/26/2022				
09 2216 - NON-STRUCTURAL METAL FRAMING	5/26/2022				
09 3000 - TILING	5/26/2022				
09 5100 - ACOUSTICAL CEILINGS	5/26/2022				
09 6513 RESILIENT BASE AND ACCESSORIES	7/29/2022				
09 6623 - RESINOUS MATRIX TERRAZZO FLOORING	5/26/2022				
09 6813 - TILE CARPETING	7/29/2022				
~~09 6816 - SHEET CARPETING~~	~~5/26/2022~~	REMOVED PER ADDENDUM #1			
09 7200 - WALL COVERINGS	5/26/2022				
09 9123 - INTERIOR PAINTING	5/26/2022				
DIVISION 10 – SPECIALTIES					

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SPECIFICATIONS ENUMERATION

Division/Section Number & Title	Issuance Date	Revision Date	Addendum Number	Revision Date	Addendum Number
10 2600 - WALL AND DOOR PROTECTION	7/29/2022				
10 2813 - TOILET ACCESSORIES	5/26/2022	7/29/2022	#1		
DIVISION 12 - FURNISHINGS					
12 5000 - FURNITURE	5/26/2022	7/29/2022	#1		
DIVISION 14 - CONVEYING EQUIPMENT					
14 3100 - ESCALATORS	4/22/2022				
14 3102 - ESCALATOR MAINTENANCE AND REPAIR	4/22/2022				
DIVISION 21 - FIRE PROTECTION					
21 0500 - COMMON WORK RESULTS FOR FIRE SUPPRESSION	5/26/2022				
21 0553 - IDENTIFICATION FOR FIRE-SUPPRESSION PIPING AND EQUIPMENT	5/26/2022				
21 1313 - WET-PIPE SPRINKLER SYSTEMS	5/26/2022				
DIVISION 22 - PLUMBING					
22 0500 - COMMON WORK RESULTS FOR PLUMBING	5/26/2022				
22 0523 - WATER PIPING SPECIALTIES	5/26/2022				
22 0529 - HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT	5/26/2022				
22 0553 - IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT	5/26/2022				
22 1119 - DOMESTIC COLD & HOT WATER PIPING	5/26/2022				
22 1316 - SANITARY SEWER, STORM WATER & SANITARY VENT PIPING	5/26/2022				
22 1319 - SANITARY WASTE & STORM PIPING SPECIALTIES	5/26/2022				
22 3300 - ELECTRIC, DOMESTIC-WATER HEATER	5/26/2022				
22 4000 - PLUMBING FIXTURES	5/26/2022				
DIVISION 23 - MECHANICAL					
23 0010 - BASIC MECHANICAL REQUIREMENTS	5/26/2022				
23 0593 - TESTING, ADJUSTING, AND BALANCING FOR HVAC	5/26/2022				
23 0713 - DUCT INSULATION	5/26/2022				
23 3113 - METAL DUCTS	5/26/2022				
23 3300 - AIR DUCTS ACCESSORIES	5/26/2022				
23 3713 - GRILLES, REGISTERS AND DIFFUSERS	5/26/2022				
DIVISION 26 - ELECTRICAL					
26 0100 - BASIC ELECTRICAL REQUIREMENTS	5/26/2022				
26 0519 - WIRES AND CABLES	5/26/2022				
26 0526 - GROUNDING	5/26/2022				
26 0533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	5/26/2022				
26 0553 - ELECTRICAL IDENTIFICATION	5/26/2022				
26 5100 - ARCHITECTURAL LIGHTING FIXTURES	5/26/2022				
DIVISION 27 - COMMUNICATIONS					
27 0528 - PATHWAYS FOR COMMUNICATIONS SYSTEMS	5/26/2022				
27 0529 - HANGERS AND SUPPORTS FOR COMMUNICATIONS SYSTEMS	5/26/2022				
27 0553 - IDENTIFICATION FOR COMMUNICATIONS SYSTEMS	5/26/2022				
27 1513 - COMMUNICATIONS COPPER HORIZONTAL CABLING	5/26/2022				
27 4216 - ELECTRONIC VIDEO INFORMATION DISPLAY SYSTEM (EVIDS)	5/26/2022				
27 4220 - COMMON USE SYSTEMS	5/26/2022				
DIVISION 28 - ELECTRONIC SAFETY AND SECURITY					
28 3111 - DIGITAL, ADDRESSABLE FIRE ALARM SYSTEM	5/26/2022				

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WP1a Escalator Procurement GMP Plans & Specifications Log

Sheet Number	Sheet Title	Issuance Date	Revision Date	Addendum Number
	GENERAL			
G000	COVER	4.22.22		
G010	PROJECT INFORMATION	4.22.22		
G020	GENERAL NOTES	4.22.22		
G021	MASTER KEYNOTE & GENERAL NOTE LIST	4.22.22		
	PHASING			
AP201Z2	PHASE I & II - PHASING PLANS	4.22.22		
AP202Z2	PHASE III & IV - PHASING PLANS	4.22.22		
	ARCHITECTURAL			
A201Z2	LEVEL 1 PART Z2 NEW CONSTRUCTION PLAN	4.22.22		
A202Z2	LEVEL 2 PART Z2 NEW CONSTRUCTION PLAN	4.22.22		
A520	INTERIOR ELEVATIONS	4.22.22		
A750	ESCALATOR DETAILS AND PLANS	4.22.22		
A751	ESCALATOR SECTIONS - WEST	4.22.22		
A752	ESCALATOR SECTIONS - EAST	4.22.22		
A753	DETAILS	4.22.22		
	FIRE PROTECTION			
F000	FIRE PROTECTION SYMBOLS, LEGEND, NOTES AND INDEX	4.22.22		
F201	FIRE PROTECTION PART Z2 OVERALL FLOOR PLAN	4.22.22		
F601Z2	FIRE PROTECTION PART Z2 ENLARGED PLAN	4.22.22		
	PLUMBING			
P000	PLUMBING SYMBOLS, LEGEND, NOTES AND INDEX	4.22.22		
P200	PLUMBING PART Z2 OVERALL FLOOR PLAN	4.22.22		
P601Z2	PLUMBING PART Z2 ENLARGED PLAN	4.22.22		
P801	PLUMBING DETAIL	4.22.22		
	ELECTRICAL			
E000	ELECTRICAL SYMBOL LEGEND AND NOTES	4.22.22		
E101Z2	LEVEL 1 PART Z2 ELECTRICAL DEMOLITION PLAN	4.22.22		
E201Z2	LEVEL 1 PART Z2 LIGHTING NEW CONSTRUCTION PLAN	4.22.22		
E202Z2	LEVEL 2 PART Z2 LIGHTING NEW CONSTRUCTION PLAN	4.22.22		
E211Z2	LEVEL 1 PART Z2 LIGHTING REFERENCE PLAN	4.22.22		
E212Z2	LEVEL 2 PART Z2 LIGHTING REFERENCE PLAN	4.22.22		
E301Z2	LEVEL 1 PART Z2 POWER AND FIRE ALARM NEW CONSTRUCTION PLAN	4.22.22		
E601	ELECTRICAL DETAILS	4.22.22		
E701	ELECTRICAL RISER DIAGRAM	4.22.22		
	RFI's			
	RFI #PC01 ESCALATOR MAINTENANCE	05.10.22		
	RFI #PC02 EXISTING TKE AND BUILDING PLANS	05.18.22		

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WP1a Escalator Procurement GMP
Plans & Specifications Log

Division/Section Number & Title	Issuance Date	Revision Date	Addendum Number
DIVISION 00 – PROCUREMENT AND CONTRACT REQUIREMENTS			
00 0110 Table of Contents – Volume 1	04.22.22	05.18.22	#01
00 0220 Table of Contents – Volume 2	04.22.22		
00 3132 Geotechnical Data	04.22.22		
00 7300 Supplementary Conditions	04.22.22	05.18.22	#01
SMAA Airport Safety & Security Procedures	04.22.22		
Federal Requirements	04.22.22		
Construction Safety and Phasing Plan	04.22.22		
General Contract Provisions (FAA Advisory Circular 150/5370-10H)	04.22.22		
DIVISION 01 – GENERAL REQUIREMENTS			
01 0000 General Requirements	04.22.22		
01 1315 Phasing of Work	04.22.22		
01 2500 Substitution Procedures	04.22.22		
01 2501.01 Substitution Request Form	04.22.22		
01 2600 Contract Modification Procedures	04.22.22		
01 2900 Payment Procedures	04.22.22		
01 3100 Project Management and Coordination	04.22.22		
01 3233 Photographic Documentation	04.22.22		
01 3300 Submittal Procedures	04.22.22		
01 3516 Alteration Project Procedures	04.22.22		
01 3517 Interim Life Safety Measures	04.22.22		
01 4000 Quality Requirements	04.22.22		
01 4216 Definitions	04.22.22		
01 4519 Uncovering and Correction of Work	04.22.22		
01 5000 Temporary Facilities and Controls	04.22.22		
01 5100 Temporary Utilities	04.22.22		
01 5213 Field Offices and Sheds	04.22.22		
01 5500 Vehicular Access and Parking	04.22.22		
01 5639 Temporary Tree and Plant Protection	04.22.22		
01 5713 Temporary Erosion and Sediment Control	04.22.22		
01 5813 Temporary Project Signage	04.22.22		
01 6000 Product Requirements	04.22.22		
01 7000 Execution and Closeout Requirements	04.22.22		
01 7123 Field Engineering	04.22.22		
01 7419 Construction Waste Management and Disposal	04.22.22		
01 7610 Temporary Protective Coverings	04.22.22		
01 7700 Closeout Procedures	04.22.22		
01 7823 Operation and Maintenance Data	04.22.22		
01 7900 Demonstration and Training	04.22.22		
	04.22.22		
TECHNICAL SPECIFICATIONS			
14 3100 Escalators	04.22.22		
14 3102 Escalator Maintenance and Repair	04.22.22		

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

WP-3 - Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Civil					
00	COVER PAGE	1	09/16/2022	09/16/2022	GMP Budget (WP-3) Ad #1 (09/16/22)
CA100	GEOMETRY LEGEND, NOTES & DATA TABLES	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CA101	GEOMETRY PLAN (1)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CA103	GEOMETRY PLAN (3)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CA104	GEOMETRY PLAN (4)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CA106	GEOMETRY PLAN (6)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CA107	GEOMETRY PLAN (7)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CA111	TYPICAL PAVEMENT SECTIONS AND SITE DETAILS (1)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CA112	TYPICAL PAVEMENT SECTIONS AND SITE DETAILS (2)	1	09/16/2022	09/16/2022	GMP Budget (WP-3) Ad #1 (09/16/22)
CA113	TYPICAL PAVEMENT SECTIONS AND SITE DETAILS (3)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CA200	GRADING & DRAINAGE LEGEND & NOTES	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CA201	GRADING & DRAINAGE PLAN (1)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CA203	GRADING & DRAINAGE PLAN (3)	1	09/16/2022	09/16/2022	GMP Budget (WP-3) Ad #1 (09/16/22)
CA204	GRADING & DRAINAGE PLAN (4)	1	09/16/2022	09/16/2022	GMP Budget (WP-3) Ad #1 (09/16/22)
CA206	GRADING & DRAINAGE PLAN (6)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CA207	GRADING & DRAINAGE PLAN (7)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CA211	EXISTING DRAINAGE STRUCTURE TABLE	1	09/16/2022	09/16/2022	GMP Budget (WP-3) Ad #1 (09/16/22)
CA212	PROPOSED DRAINAGE STRUCTURE & PIPE TABLE	1	09/16/2022	09/16/2022	GMP Budget (WP-3) Ad #1 (09/16/22)
CA221	DRAINAGE PROFILES (1)	1	09/16/2022	09/16/2022	GMP Budget (WP-3) Ad #1 (09/16/22)
CA222	DRAINAGE PROFILES (2)	1	09/16/2022	09/16/2022	GMP Budget (WP-3) Ad #1 (09/16/22)
CA231	DRAINAGE DETAILS (1)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CA232	DRAINAGE DETAILS (2)	1	09/16/2022	09/16/2022	GMP Budget (WP-3) Ad #1 (09/16/22)
CA233	DRAINAGE DETAILS (3)	1	09/21/2022	09/21/2022	GMP Budget (WP-3) Ad #2 (09/21/22)
CA234	DRAINAGE DETAILS (4)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CA235	DRAINAGE DETAILS (5)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CA236	DRAINAGE DETAILS (6)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)

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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
CA300	EROSION CONTROL LEGEND & NOTES	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CA301	EROSION CONTROL PLAN (1)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CA303	EROSION CONTROL PLAN (3)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CA304	EROSION CONTROL PLAN (4)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CA306	EROSION CONTROL PLAN (6)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CA307	EROSION CONTROL PLAN (7)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CA311	EROSION CONTROL DETAILS (1)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CA312	EROSION CONTROL DETAILS (2)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CA401	JOINT LAYOUT PLAN (1)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CA403	JOINT LAYOUT PLAN (3)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CA404	JOINT LAYOUT PLAN (4)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CA411	JOINT DETAILS (1)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CA412	JOINT DETAILS (2)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CA501	TEMPORARY FENCE PLAN	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CA511	FENCE DETAILS (1)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CA512	FENCE DETAILS (2)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CA513	FENCE DETAILS (3)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CA600	MARKING LEGEND & POINT TABLE	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CA601	MARKING PLAN (1)	1	09/16/2022	09/16/2022	GMP Budget (WP-3) Ad #1 (09/16/22)
CA602	MARKING PLAN (2)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CA603	MARKING PLAN (3)	1	09/16/2022	09/16/2022	GMP Budget (WP-3) Ad #1 (09/16/22)
CA604	MARKING PLAN (4)	1	09/16/2022	09/16/2022	GMP Budget (WP-3) Ad #1 (09/16/22)
CA605	MARKING PLAN (5)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CA606	MARKING PLAN (6)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CA607	MARKING PLAN (7)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CA611	MARKING DETAILS (1)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CA612	MARKING DETAILS (2)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CD100	EXISTING CONDITIONS & DEMOLITION LEGEND & NOTES	1	09/16/2022	09/16/2022	GMP Budget (WP-3) Ad #1 (09/16/22)
CD101	EXISTING CONDITIONS & DEMOLITION PLAN (1)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CD102	EXISTING CONDITIONS & DEMOLITION PLAN (2)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CD103	EXISTING CONDITIONS & DEMOLITION PLAN (3)	1	09/16/2022	09/16/2022	GMP Budget (WP-3) Ad #1 (09/16/22)
CD104	EXISTING CONDITIONS & DEMOLITION PLAN (4)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CD105	EXISTING CONDITIONS & DEMOLITION PLAN (5)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CD106	EXISTING CONDITIONS & DEMOLITION PLAN (6)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)

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Page 8 of 14



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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
CD107	EXISTING CONDITIONS & DEMOLITION PLAN (7)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CD201	EXISTING CONCRETE SLAB REMOVAL DETAILS	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CG001	GENERAL NOTES	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CG010	CONTRACT LAYOUT PLAN	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CG100	PHASING PLAN OVERALL	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CG101	PHASING PLAN - GROUND BOARDING FACILITY - PHASE 1	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CG102	PHASING PLAN - GROUND BOARDING FACILITY - PHASE 2	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CG111	PHASING PLAN - CONCOURSE B - PHASE 1 - SOUTH BUMP OUT	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CG112	PHASING PLAN - CONCOURSE B - PHASE 2 - NORTH BUMP OUT	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CG113	PHASING PLAN - CONCOURSE B - PHASE 3 - GATES B9 & B11 STAIRS	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CG120	SAFETY DETAILS	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CU100	UTILITY LEGEND & NOTES	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CU101	UTILITY LAYOUT PLAN (1)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CU103	UTILITY LAYOUT PLAN (3)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CU104	UTILITY LAYOUT PLAN (4)	1	09/16/2022	09/16/2022	GMP Budget (WP-3) Ad #1 (09/16/22)
CU105	UTILITY LAYOUT PLAN (5)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CU106	UTILITY LAYOUT PLAN (6)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CU107	UTILITY LAYOUT PLAN (7)	1	09/16/2022	09/16/2022	GMP Budget (WP-3) Ad #1 (09/16/22)
CU111	UTILITY LAYOUT DATA TABLES	1	09/16/2022	09/16/2022	GMP Budget (WP-3) Ad #1 (09/16/22)
CU120	SANITARY SEWER MANHOLE PIPE & STRUCTURE TABLE	1	09/16/2022	09/16/2022	GMP Budget (WP-3) Ad #1 (09/16/22)
CU121	UTILITY PROFILES (1)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CU122	UTILITY PROFILES (2)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CU131	UTILITY SECTIONS	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CU141	UTILITY DETAILS (1)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CU142	UTILITY DETAILS (2)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CU143	UTILITY DETAILS (3)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
CU144	UTILITY DETAILS (4)	1	09/16/2022	09/16/2022	GMP Budget (WP-3) Ad #1 (09/16/22)
CU201	LIFT STATION SITE PLAN	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
Electrical					
E000	ELECTRICAL SYMBOL LEGEND AND NOTES	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
E101	ELECTRICAL OVERALL DEMOLITION PLAN	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
E201	ELECTRICAL OVERALL NEW CONSTRUCTION PLAN	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
E301	ELECTRICAL RISER DIAGRAM AND PICTURES	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
Landscape					

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Page 9 of 14



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

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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
LS010	PROJECT LIMITS AND LANDSCAPE DATA	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
LS104	TREE REMOVAL, TREE PROTECTION AND DETAIL	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
LS107	TREE REMOVAL, TREE PROTECTION AND DETAIL	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
LS200	LANDSCAPE NOTES, SCHEDULE AND DETAILS	1	09/16/2022	09/16/2022	GMP Budget (WP-3) Ad #1 (09/16/22)
LS204	LANDSCAPE PLAN (4)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
LS207	LANDSCAPE PLAN (7)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
LS300	IRRIGATION NOTES, SCHEDULE AND DETAILS	1	09/16/2022	09/16/2022	GMP Budget (WP-3) Ad #1 (09/16/22)
LS304	IRRIGATION PLAN 4	1	09/16/2022	09/16/2022	GMP Budget (WP-3) Ad #1 (09/16/22)
LS307	IRRIGATION PLAN 7	1	09/16/2022	09/16/2022	GMP Budget (WP-3) Ad #1 (09/16/22)
Survey					
V-101	EXISTING TOPOGRAPHICAL SURVEY (1)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
V-102	EXISTING TOPOGRAPHICAL SURVEY (2)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
V-103	EXISTING TOPOGRAPHICAL SURVEY (3)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
V-104	EXISTING TOPOGRAPHICAL SURVEY (4)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)
V-105	EXISTING TOPOGRAPHICAL SURVEY (5)	0	09/02/2022	09/02/2022	GMP Budget (WP-3) (09/02/22)

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DEANGELIS DIAMOND

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

WP-3 Specifications Log

Specifications

Group	Spec No.	Spec Description	Revision No.	Issued Date
Current: Yes				
Division No.: 00				
Division Description: Procurement and Contracting Requirements				
	00 0110	Table of Contents - Volume 1	3	09/16/2022
	00 0220	Table of Contents - Volume 2	4	09/16/2022
	00 3132	Geotechnical Data	1	09/02/2022
	00 3300	Supplementary Site Assessment Report - Contaminated Soils	0	09/02/2022
	00 7300	Supplementary Conditions	0	04/22/2022
	00 7300.1	Airport Construction Safety & Security	0	04/22/2022
	00 7300.2	Federal Requirements	2	09/16/2022
	00 7300.2A	Davis Bacon Wage Rates - MANATEE COUNTY	0	09/02/2022
	00 7300.3	Construction Safety and Phasing Plan	1	09/02/2022
	00 7300.4	Construction Phasing Plans	1	09/02/2022
	00 7300.5	Sample Checklists	0	04/22/2022
	00 7300.6	General Contract Provisions	1	09/02/2022
	00 7300.7	General Construction Items	0	09/02/2022
Division No.: 01				
Division Description: General Requirements				
	01 0000	General Requirements	0	04/22/2022
	01 1315	Phasing of Work	0	04/22/2022
	01 2500	Substitution Procedures	0	04/22/2022
	01 2500.01	Substitution Request Form	0	04/22/2022
	01 2600	Contract Modification Procedures	0	04/22/2022

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

Group	Spec No.	Spec Description	Revision No.	Issued Date
	01 2900	Payment Procedures	0	04/22/2022
	01 3100	Project Management and Coordination	0	04/22/2022
	01 3233	Photographic Documentation	0	04/22/2022
	01 3300	Submittal Procedures	0	04/22/2022
	01 3516	Alteration Project Procedures	0	04/22/2022
	01 3517	Interim Life Safety Measures	0	04/22/2022
	01 4000	Quality Requirements	0	04/22/2022
	01 4216	Definitions	0	04/22/2022
	01 4519	Uncovering and Correction of Work	0	04/22/2022
	01 5000	Temporary Facilities and Controls	0	04/22/2022
	01 5100	Temporary Utilities	0	04/22/2022
	01 5213	Field Offices and Sheds	0	04/22/2022
	01 5500	Vehicular Access and Parking	0	04/22/2022
	01 5639	Temporary Tree and Plant Protection	0	04/22/2022
	01 5713	Temporary Erosion and Sediment Control	0	04/22/2022
	01 5813	Temporary Project Signage	0	04/22/2022
	01 6000	Product Requirements	0	04/22/2022
	01 7000	Execution and Closeout Requirements	0	04/22/2022
	01 7123	Field Engineering	0	04/22/2022
	01 7419	Construction Waste Management and Disposal	0	04/22/2022
	01 7610	Temporary Protective Coverings	0	04/22/2022
	01 7700	Closeout Procedures	0	04/22/2022
	01 7823	Operation and Maintenance Data	0	04/22/2022
	01 7900	Demonstration and Training	0	04/22/2022

Division No.: 26

Division Description: Electrical

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Page 12 of 14

7.1



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

Group	Spec No.	Spec Description	Revision No.	Issued Date
	26.0000	Basic Electrical Requirements (Civil)	0	09/02/2022
	26.0100	Basic Electrical Requirements	0	05/26/2022
	26.0500	Raceways, Boxes, and Cabinets (Civil)	0	09/02/2022
	26.0519	Wires and Cables	0	05/26/2022
	26.0519 Civil	Wires and Cables (Civil)	0	09/02/2022
	26.0526	Grounding	0	05/26/2022
	26.0526 Civil	Grounding (Civil)	0	09/02/2022
	26.0533	Raceway and Boxes for Electrical Systems	0	05/26/2022
	26.0543 Civil	Underground Ducts and Raceways for Electrical Systems (Civil)	0	09/02/2022
	26.0553	Electrical Identification	0	05/26/2022
	26.1310	Fuses (Civil)	0	09/02/2022
	26.1311	Enclosed Switches and Circuit Breakers (Civil)	0	09/02/2022
	26.2416 Civil	Panelboards (Civil)	0	09/02/2022
	26.2922	Service Entrance (Civil)	0	09/02/2022
	26.2927	Electrical Identification (Civil)	0	09/02/2022
	26.4313	Surge Protective Devices 1 KV or Less (Civil)	0	09/02/2022
	26.5100	Architectural Lighting Fixtures	0	05/26/2022
Division No.: 33				
Division Description: Utilities				
	33.0523	Utility Horizontal Directional Drilling (HDD)	0	09/02/2022
	33.1116	Water Mains	0	09/02/2022
	33.3100	Sanitary Sewer System	0	09/02/2022
	33.3213	Packaged Sewer Lift Station Submersible Duplex Grinder Pump	0	09/02/2022
	33.3400	Force Main	0	09/02/2022
Division No.: FAA				
Division Description: Technical Specifications				

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

Group	Spec No.	Spec Description	Revision No.	Issued Date
	D-701	Pipe for Storm Drains and Culverts	0	09/02/2022
	D-751	Manholes, Catch Basins, Inlets and Inspection Holes	0	09/02/2022
	D-752	Concrete Culverts, Headwalls, and Miscellaneous Drainage Structures	0	09/02/2022
	F-162	Chain-Link Fence	0	09/02/2022
	P-100	FDOT Standard Specifications	0	09/02/2022
	P-101	Preparation/Removal of Existing Pavements	0	09/02/2022
	P-151	Clearing and Grubbing	0	09/02/2022
	P-152	Excavation, Subgrade, and Embankment	0	09/02/2022
	P-306	Lean Concrete Base Course	0	09/02/2022
	P-501	Cement Concrete Pavement	0	09/02/2022
	P-605	Joint Sealants for Pavements	0	09/02/2022
	P-610	Concrete for Miscellaneous Structures	0	09/02/2022
	P-620	Runway and Taxiway Marking	0	09/02/2022

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**SCHEDULE 4.3****WP-5 Ground Boarding Facility Assumptions & Clarifications**

The following are assumptions and clarifications that have been made in our proposal based on Bid Documents for WP-5 Ground Boarding Facility per plans and specifications prepared by Gresham Smith and issued 10/31/22, Addendum #01 dated 12/8/22, Addendum #02 dated 12/21/22, Addendum #03 dated 1/5/23 and Exhibit B RFI log. Refer to plans and specifications enumerations attached to the GMP proposal. No cost or time has been accounted for in the estimate to address the items identified as **"excluded"**. Changes to the following will result in a modification to the estimate and may require revisions to the project schedule.

7.1**GENERAL CLARIFICATIONS**

1. This estimate is for the vertical construction of the Ground Boarding Facility, generator building, CEP expansion and cooling tower mechanical refurbishment.
2. All work associated with WP-3 Utility Relocation is excluded from this proposal unless otherwise stated within these assumptions & clarifications or the assumptions & clarifications as made part of the GMP amendment.
3. This proposal **excludes** changes in scope of work, and any associated costs, in response to permit review comments and coordination of RFI responses as they refer to pending coordination with Civil documents in future addendum. IFC (issued for construction) drawings shall be provided to DeAngelis Diamond for use and distribution to subcontract awardees.
4. Modifications to bring existing building components up to code that are not detailed or specifically noted in the bid documents are **excluded** except in the event damage is caused to existing conditions during construction.

DIVISION 00 AND 01 GENERAL CONDITIONS/GENERAL REQUIREMENTS

1. General Conditions Staffing & Supervision is currently estimated using billing rates as scheduled in our master GMP agreement.
2. Electric and water sources shall be made available to DeAngelis Diamond/Magnum and their subcontractors as necessary for construction.
3. FAA General Contract Provisions Section 007300.6 sections 50 and 60 are fully **excluded** from this proposal (Per coordination meeting 1/31/23).
4. FAA General Construction Provision Section 007300.7 section C100 is fully **excluded** from this proposal. (Per coordination meeting 1/31/23). DeAngelis Diamond will provide their standard QCP (Quality Control Plan).
5. Off-site parking agreement(s) and any associated cost(s) for Contractor's staff and subcontractors is/are **excluded**. Sarasota Manatee Airport Authority shall provide sufficient staff and subcontractor parking on airport property and within a reasonable distance to the project site. (REF. Specification section 01 5000)
6. Deposits requiring payment prior to placement of order for material or equipment will be submitted for Owner approval prior to CM making payments to subcontractor. Any deposits paid to subcontractors will be included in the immediate upcoming application for payment.
7. Revit model exchange up to once per month to be provided by design team consultants for use of BIM coordination and preparation of subcontractor shop drawings where required. This proposal **excludes** any additional fees that may be assessed by subcontractors to prepare their shop drawings from scratch. Construction Manager and subcontractors receiving electronic drawing files will execute required NDA and hold harmless form.
8. Photographic documentation includes photos only. Video recordings are **excluded** as the

specification was interpreted to include one or the other and the execution paragraphs specifically spoke to photos only. (REF. 01-3233)

9. Mockup structure is included as per Exhibit C Mockup detail with the following modifications:
 - a. Includes 4" concrete slab with turndown
 - b. Structural steel columns and tube steel beams for support
10. This proposal **excludes** a one-year warranty walk-thru.
11. General requirements include:
 - a. Staffing truck & fuel
 - b. Staffing travel and subsistence for Project Executive, Scheduler and Director of Field Operations
 - c. Staffing living allowance for Lead Project Manager, Senior Superintendent, Superintendent A (Core & Shell) and Project Manager
 - d. Temporary transportation on site (golf carts or similar)
 - e. Staffing information and technology costs
 - f. Project specific LCP Tracker software for processing of Certified Payrolls
 - g. Web Cam
 - h. Construction meeting office and furnishings
 - i. Office supplies
 - j. Blueprints
 - k. Photographic Documentation
 - l. Two-way radios
 - m. Temporary sanitation
 - n. Safety equipment and staff badging
 - o. Tools
 - p. Temporary Signage

DIVISION 02 EXISTING CONDITIONS

1. Materials testing and inspections by qualified testing agency are included for those specifications requiring specific testing agency testing to be performed. Materials testing for WP1b, WP2 and WP3 are included in this proposal.
2. Asbestos survey for areas scheduled for demolition as part of WP5 Ground Boarding Facility is **excluded**.
3. Asbestos abatement is **excluded**.
4. Non-rated temporary partitions are included at ticketing area 436 for demolition and maintained as necessary during construction.

DIVISION 03/04 CONCRETE-MASONRY

1. An indeterminable cost estimate of \$606,250 is included for potential structural (spalling, cracks, exposed reinforcing steel) and coatings repairs that may be required at (3) existing cooling towers. Once the cooling towers are taken out of commission for mechanical work, we recommend the Owner or Architect procure a consultant to inspect the existing conditions and provide a written report of any deficiencies requiring correction including recommended repair details and estimated quantities.

DIVISION 05 METALS

1. An indeterminable cost estimate of \$15,000 for (6) each of structural steel bracing for EVID monitors above finished ceiling is included. (REF: 6/A452 (5 each) and assuming (1) wall mounted EVIDS bank will need structural backing.)
2. An indeterminable cost estimate of \$13,155 for delegated engineering of the structural steel bracing for EVID monitors is included. (REF: Above comment referring to detail 6/A452)
3. Special Inspections Services (aka Threshold Inspections) as noted on sheet S004 and S051 of the structural drawings are **excluded**. Qualified consultant shall be procured and managed by the Architect or Owner during construction administration.
4. Metal bollards (8 each) at south entrance shown on A201F3 are included as removable stainless-steel bollards and will match as close as possible to existing bollards in similar location. Metal bollards at generator building and/or CEP building are included as fixed, painted steel bollards with concrete fill.

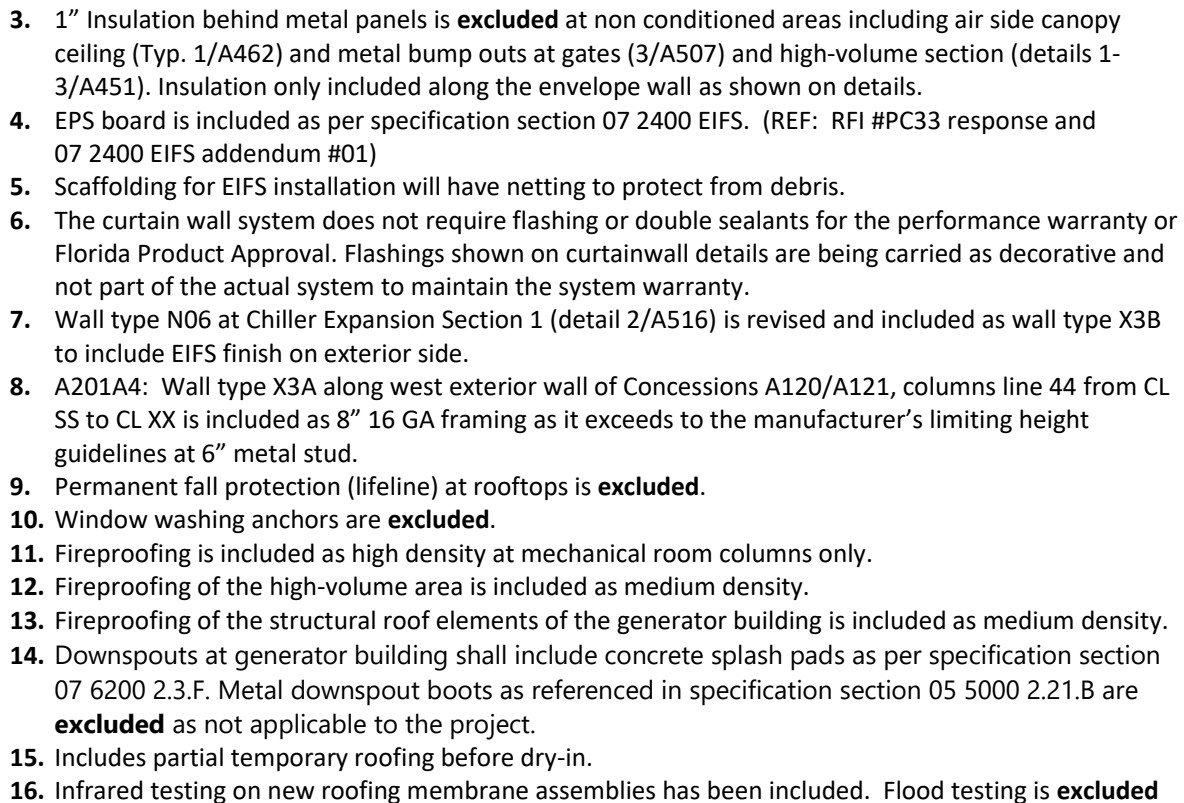
DIVISION 06 WOODS AND PLASTICS

1. Café and bar casework, countertops and shelving are **excluded** and by concessionaires.
2. AWI certification labels are **excluded**. Casework to be built to AWI standards.
3. Connections between EVID mounts/monitoring frames and structural steel ceiling supports will consist of an 8" Diameter Bolt Pattern. Pattern, brackets, and flanges to be reviewed through submittal process for approval and to meet the engineer's recommendations.
4. Cabinetry door hardware is included as 4" wire pulls in Satin Chrome finish.
5. Magnetic catches for cabinetry have been **excluded** as the Self-Closing hinges provide the function of holding doors closed.
6. Cabinetry edge band to be a Charter Industries standard color to closest match the laminate finish.
7. All casework interiors to be finished in white melamine, if not exposed.
8. All fire rated plywood is included as 5-layer.
9. SS-2 Corian Window Stools have been included as Glacier White or within Group 1 standard color range and budget. Finish Schedule lists the Color as "TBD".
10. Integral Sinks for Lavatories L-5, L-6, and L-7 have been included as Corian #820 in a Standard Color.
11. Under-cabinet waste receptacles are **excluded** and are to be supplied by the Owner.
12. Supply and installation of microwaves are **excluded**.
13. Reinstallation of salvaged appliances is **excluded**.
14. Supply and installation of all Common Use and Proprietary Use inserts are **excluded**.
15. Supply and installation of the benches shown near the TSA podium are **excluded**.

DIVISION 07 THERMAL AND MOISTURE PROTECTION

1. Traffic coatings and stained concrete are not applicable to the project and therefore **excluded**. (REF I1000 general notes)
2. All flashing materials, profiles and location(s) associated with exterior MCM panel system and EIFS will be per manufacturer recommendation and installation instructions and may differ from flashing details in plans. For example, detail 7/A440 which calls for a stainless-steel drip edge would either have to be installed using an approved PVC Sto/Dryvit drip edge profile. Another approved and more efficient method is to use starter boards (pre-back wrapped boards) that eliminate the need for the drainage strip, its purpose in a standard installation is to prevent the drainage plane from getting

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as it is not a feasible method for this project.

17. Includes 2,000 SF of sacrificial pads for lightning protection.
18. Roof protection of completed work is **excluded**.
19. MCM panel finish is included as two-coat meeting AAMA 2605 in manufacturer standard color options. Up to two colors may be selected but each color must meet the minimum square footage of 4,000 SF. Colors selected shall match as closely as possible to those approved by Owner. (REF: 07 4213.23 and A300 series drawings)

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DIVISION 08 OPENINGS

1. Finish for louvers, both mechanical screen louvers and wall louvers, are included as Greenheck coating of Superior Performing Organic Coatings System meeting AAMA 2605 in order to provide a 10-year warranty. Coating color is included as Greenheck standard colors only. All Mica and Anodized colors are **excluded**. Mica or anodized color could be provided for an additional cost. (REF: Spec 08 9100)
2. Curtainwall and automatic door finish are included as two-coat meeting AAMA 2605 in manufacturer standard color options. Color selected shall match as closely as possible to that approved by Owner. (REF: 08 4113; 08 4229; 08-4413; A300 series drawings)
3. Testing of the curtainwall is included as per ASTM E1105 (aka Chamber Testing) (REF: 08 4413 3.4.D).
4. The curtain wall system does not require flashing or double sealants for the performance warranty or Florida Product Approval. Flashings shown on curtainwall details are being carried as decorative and not part of the actual system to maintain the system warranty.
5. Sliding security grille is included as a Cookson Company model ESC31 with perforated steel panels painted grey, BEST cylinder lockers, locking end posts, pocket door, single slide, 10" 90 degree radius turn at 66' L x 10'H. Refer to Exhibit D Drawing and Spec Pending Revision List for pending changes in scope as it relates to the security grille and associated details. Items identified as "Excluded" in Exhibit D are **excluded** from this proposal.

DIVISION 09 FINISHES

1. Exterior wall stud size and gauge according to manufacturer's limiting height guidelines.
2. High performance coatings at cooling tower are limited to new steel members, exposed support steel and exposed rebar ends, and only where identified in the bid documents. Coatings beyond these items are **excluded**.
3. Workmanship warranty for High Performance Coatings (HPC) is included for (2) two years from date of substantial completion and acceptance. Material warranty shall be per manufacturer standard warranty. HPC manufacturer shall test the application of primer and top coats to confirm compliance with manufacturer's application requirements. Correction of defective work for years 3-10 is **excluded**. Maintenance of high-performance coatings for years 3-10 is also **excluded**. Manufacturers will not warranty their products beyond their standard due to the Florida climate conditions. (REF: 09 9600 1.9)
4. Once received on site, the blast-cleaned and primed AESS steel members receiving high performance coating shall be solvent cleaned, spot touch up any damaged areas and welds and recoat as much of the steel as possible on the ground or the accessible steel after erection with another full coat of SW Macropoxy prior to the two finish coats of SW Acrolon.
5. A maximum of 5 gallons of extra interior and exterior paint for each type, color, and sheen will be provided as attic stock for future maintenance.
6. Direct applied stucco on CMU is included as acrylic integral color.
7. Specification section 09 9646 Intumescent Paint is **excluded** as not applicable to WP5.

8. Per manufacturer's recommendation and installation training, large format wall tiles will be set in SikaTile-475 LHT Premium Set Mortar. AccuColor Siliconized Sanded Caulk will be used in lieu of sanded grout. Epoxy grout and grout sealers are therefore **excluded**.
9. Protection and covering of resilient and rubber bases is **excluded**. (REF: 09 6513 3.4-E)
10. Floor polish for resilient tile flooring is **excluded**. Flooring manufacturers do not recommend this practice or application. (REF: 09 6519 3.4-D)
11. Extra Top Coat as a Maintenance Material for Stonhard Epoxy flooring has been **excluded**. The Top Coat is a two-part mixture that requires proper cleaning and preparation of the existing coating prior to application. This should be completed by Stonhard.
12. The budget provided for Synthetic Turf at the Pet Relief areas is contingent upon both the interior and exterior locations being included in the final scope of work. Neither location individually meets the minimum area requirements and would therefore require re-pricing for a reduced scope area.
13. AT-20 Wood baffle ceiling system is included as ACGI SB1-800-M (8" x 2" thick) per scaled spacing on RCP plans for Circulation and Concessions (aka high volume). (REF: 09 5426 Suspended Wood Ceilings and I001 Finish Schedule. There is a conflict between specifications, finish schedule and ceiling details)

DIVISION 10 SPECIALTIES

1. Fire Blankets are **excluded**. Ref: 10 4400 2.4-A
2. All Fire Extinguisher maintenance, maintenance contract, and inspections after CO are **excluded**. (REF: 10 4400 3.3 & 3.4-A&B)
3. Due to the size of the Lockers, they will not have adequate space for installation of shelves or hooks. These items have been **excluded**. Ref: 10 5113 2.2-J.1
4. TSA Locker Room Bench has been included as ASI Storage Solutions 48"x24"x 1 ½" thick polymer bench with commercial texture and rounded corners with (2) 1-½"Diameter Tube Steel Pedestals with 11 GA, 8" Diameter Steel Flanges – 16-¼"Tall. Pedestals to be powder coated to match the lockers. Overall Assembly Height = 1-½" Bench Top + 16-¼" Pedestals = 17-¾".
5. TA 11 Sharps Disposal Containers to be supplied and installed by owner as noted in the specifications. (REF: 10 2813 2.1-N)
6. TA04 Wall Mounted Recessed Baby Changing Station to be either KB-200 or KB-300 as the specified model KB-110 has been discontinued.
7. Fabric shade structures **exclude** lighting design and the furnishing and installing of lighting fixtures. (None indicated in the bid documents)
8. Fabric shade canopies shall be engineered by specialty contractor and is included.
9. AESS steel for fabric shade canopies is **excluded**.
10. (4) Aluminum Building-Mounted Canopies are included as custom fabricated to match the basis of design: Mapes Architectural Canopies: Super Lumideck. (REF: 10 7316 2.1-A)
11. Existing Signage graphics that are to be replaced will be reinstalled upon the existing plastic laminate.

DIVISION 11 EQUIPMENT

1. Concession food service equipment, kitchen hoods, ansul system, makeup air and any work associated with full- service concessions, café or bar are **excluded**.
2. Furnishing, installation, relocation, connection or any work associated with airline carrier equipment is **excluded**.
3. Microwaves at Mother's Nursing rooms are **excluded**.
4. ELBC is included as Record-USA "Flip Flow" (REF: 11 1453. Note there is a conflict in the specification

for Record-USA vs. Dormakaba model # being listed. Flip Flow matches the existing ELBC and was the preferred manufacturer/model)

5. ELBC equipment **excludes** continuing maintenance service agreement for an additional 3-year period beyond 1st year preventative maintenance inspections.
6. ELBC equipment 1st year preventative maintenance includes inspections at 6 months and 1 year.
7. ELBC equipment is included with a powder coat finish in RAL standard finish and color range only. Color or finish selected above standard will be an upcharge.
8. ELBC equipment **excludes** door hardware for lock cylinders with removable cores and final core for ELBC doors when in lockdown mode as the doors are not locked by a key, the system controls the locking.
9. ELBC ceiling is included as hard top ceiling to match existing ELBC.

DIVISION 12 FURNITURE, FIXTURES AND EQUIPMENT

1. Benches at TSA podium are **excluded**.
2. Under cabinet waste receptacles are **excluded**.

DIVISION 13 SPECIAL CONSTRUCTION

1. Interior key racks, downspouts, and thru-wall transaction drawer are **excluded** at the Valet Kiosk.

DIVISION 21 FIRE SUPPRESSION

1. Temporary standpipe system during construction is **excluded** and not required (per email w/TLC 6/23/22).
2. Sprinkler head color shall be selected as one color throughout and from manufacturer standard color. There will be an upcharge for each additional color that may be selected and an upcharge per head for any color selected that is not manufacturer standard.
3. Pre-action system and dry type sprinklers are **excluded** as not applicable to this work package.
4. Revisions to underground utilities in WP3 are **excluded** and shall be addressed in IFC drawings provided to Construction Manager.
5. MIC testing or treatment is **excluded**.

DIVISION 22 PLUMBING

1. Dog watering station (SA02)/pet fountain (PF-1) included as Stern Williams 9004-MWL per the Plumbing Fixture Schedule, in lieu of Dog on it Parks Model #7213 listed in 10 2813 – 2.4 - B.

DIVISION 23 HVAC

1. Fuel for testing of generator for 72 hours at 100% load is included (approximately 14,840 gallons per E702 (14,400 gallons for (1) FOT-1 and 440 gallons for (1) FOT-2 day tank)). Fuel tank fills after initial testing is complete for FOT-1 and FOT-2 are **excluded**.
2. Allowances per "Schedule of Allowances" Article in Division 01 Section "Allowances" is excluded from this proposal as Division 01 section Allowances was not provided as part of the bid documents. (REF. Spec. 23-0800.1.3.A)
3. Cooling Tower: These towers utilize PVC fill, and not ceramic fill. Fill lintels and the extra quantity of ceramic fill, as called for on the plans is not required, offered or included. See alternates to provide 25% additional PVC fill.

DIVISION 26 ELECTRICAL

1. An indeterminable cost estimate of \$902,779 is included for the items marked as "Excluded" on the attached Exhibit D Drawing and Spec Pending Revision List. This list addresses pending coordination and design items identified by both Design Team and Construction Manager including any cost associated with any changes to scope of work to coordinate TSA equipment deployment and coordination of design documents. The use of this I.C.E. will be at the Construction Manager's discretion when revised bid documents become available and subcontractor/vendor pricing is solicited. The use of the I.C.E. shall be itemized in an I.C.E. log.
2. Furnishing of FPL primary conduit is **excluded** and by FPL.
3. Installation of FPL furnished conduit is **excluded** from WP5 as it is included in GMP amendment for WP3.
4. Primary electrical service is **excluded** and by FPL.
5. All travel related expenses (air fare, mileage, lodging, meals, etc.) for Owner to observe factory authorized representative testing on the generator is **excluded**. (REF: 23 3213; 3.5.A.5)
6. Door power to door A180 automatic door is included (not indicated on E301F3).
7. Power for all auto sensors for flush valves, faucets and soap dispensers in restrooms are included (not all are indicated on E301F3 & E301A4).
8. (4) dedicated circuits for (1) hand dryer in each of the (4) group restroom are included (not all are referenced on E301F3 & E301A4).
9. Power for illuminated signage as shown on "AG" sheets (signage) but not shown in electrical drawings is included.
10. Antimicrobial lights in the pet relief, 3 each to replace 2 each, are included.
11. All MEP access panels to include standard keylock. Master keying is **excluded**.
12. Chainlink fencing grounding is included.

DIVISION 27 DATA AND COMMUNICATIONS

1. Hearing loop shall be roughed into the slab per detail 16 on I002, Addendum #01, for installation detail at locations referenced in the plans.
2. Aerocloud software components for EVIDS included in this proposal are limited to furnishing of media players and associated USB cables only. All other components of the software, licensing and content development **excluded**. Installation of media players and USB cables is to be provided by SMAA (REF: Low Voltage Responsibility Matrix R1 01-25-23)
3. Cellular DAS (Distributed Antenna System) is **excluded**. SMAA shall contract directly with Crown Castle for a complete system including all raceways, wiring, active and passive electronics, UPS and battery backup, fiber extension, equipment and installation. CM shall coordinate installation with Crown Castle to occur during construction of the Ground Boarding Facility. (REF: Exhibit A Technology Responsibility Matrix R1 01-25-23)
4. Emergency Responder Radio Communication ((BDA) Bi-directional Amplifiers) rough-in, testing and system are **excluded**. (REF: Exhibit A Technology Responsibility Matrix R1 01-25-23)
5. All rough-in including spare conduit, junction boxes, concrete cores, firestopping or any other item related to the extension and installation of the DAS Systems by Crown Castle is **excluded**. Per Kevin @ Crown Castle, they do not require any rough-in for their systems to be extended in to the Ground Boarding Facility.
6. Wi-Fi Survey to locate precise equipment location and wireless access points are **excluded**. (REF: Exhibit A Technology Responsibility Matrix R1 01-25-23)
7. Procurement of VoIP phones including courtesy phones is **excluded**. CM to install courtesy phones

where indicated in documents. (REF: Exhibit A Technology Responsibility Matrix R1 01-25-23)

8. Patching of data lines is **excluded**. (REF: Exhibit A Technology Responsibility Matrix R1 01-25-23)
9. Conduit within fiber optic ductbank has been upsized to (4) 4" conduits to fit the (2) 2" 4-cell innerduct. (REF: 6/T603)
10. Paging speakers are **excluded** at the fabric shade structures. (None shown in bid documents)
11. Structured cabling and dedicated power for ELBC is included per manufacturer.
12. Kronos device (assumed timeclock) is **excluded** and assumed to be by TSA.

7.1

DIVISION 28 SAFETY & SECURITY

1. The Louroe equipment (Base Station, Microphone Mixer, and Analog Microphones) for the 'Detection System' is obsolete. We include installing, testing and programming of (16) Digifact A ceiling mounted IP microphones. Vendor will install and program Louroe software on a computer provided by the Owner. If required, integration with Avigilon Control Center for camera call up is **excluded**.
2. Fire alarm system is currently included as to match existing devices and compatibility with existing FACP. (JCI installed system)
3. Conduit, wiring and cabling for CCTV cabinet and gate controller is included.

DIVISION 31 SITEWORK

1. All work associated with WP3 is **excluded** unless noted otherwise.

DIVISION 32 EXTERIOR IMPROVEMENTS

1. 12" PCC Concrete at generator courtyard is included in this proposal. This work was deferred from WP3 in an effort to avoid damage to the concrete during construction of the ground boarding facility.
2. 4" sidewalk at airside (north and east side of ground boarding facility) is included in this proposal. This work was deferred from WP3 in an effort to avoid damage to the sidewalk during construction of the ground boarding facility.
3. Decorative metal fence on top of CMU wall at the outdoor pet relief and the 5' H modesty fencing as shown on A512 is included as Designmaster Classic welded wire fence. This fencing was approved for SRQ Parking Lot Expansion Phase 2 (via Magnum Builders & American Infrastructure Development, Inc.). See copy of submittal approval attached to this document. (REF: Specification 32 3119 Decorative Metal Fences and Gates).
4. AOA entrance gate is included as chainlink.

DIVISION 33 UTILITIES

1. Revisions to underground utilities in WP3 are **excluded** and shall be addressed in IFC drawings provided to Construction Manager.

ALTERNATES

1. Furnish 25% additional PVC fill for cooling towers. ADD \$ 27,000

OWNER FURNISHED ITEMS / EXCLUSIONS

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

1. Builders Risk Insurance, deductibles and buy-down policies
2. Hazardous materials assessments
3. Building permit, special permit and impact fees
4. Design Fees and Construction Contract Administration Fees
5. Electric and water consumption charges incurred during construction
6. Threshold and private provider inspections
7. Building envelope consultant including review of all envelope submittals and observance of adhesion/compatibility testing of caulking, chamber tests on curtainwall and infrared testing on new roofing membrane assembly.
8. Assessment of structural condition of cooling towers
9. CxA (Commissioning Agent)
10. Continuing maintenance service agreement for an additional 3-year period beyond 1st year preventative maintenance inspections for the ELBC (Exit Lane Breach Control) equipment.
11. Utility fees and related connection fees
12. Appliances
13. FF&E supply, receiving, distributing & waste associated with FF&E package U.N.O (example: seating)
14. TECO gas mains, meter center assembly and associated fees
15. FPL to supply primary conduit, primary power service, meters and associated fees
16. Computer for Louroe software to program new GDS IP microphones
17. Passenger processing system (Amadeus CUPPS)
18. On campus or offsite storage for equipment, devices, materials or other items scheduled as "return to Owner".

EXHIBITS ATTACHED TO ASSUMPTIONS & CLARIFICATIONS

- | | |
|-----------|---|
| Exhibit A | Technology Responsibility Matrix Revision #1 01-24-23 |
| Exhibit B | RFI Log |
| Exhibit C | Mockup detail |
| Exhibit D | WP5 Drawing and Spec Pending Revision List |

7.1

Certificate Of Completion

Envelope Id: 05ACC1C6DBAD4147B87D4FBFB64E9B55

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Doug Walker

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dwalker@williamsparker.com

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Jeffrey Jackson

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jeffrey.jackson@flysrq.com

Security Level: Email, Account Authentication
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Scott Beck

Sent: 4/13/2023 3:59:28 PM

scott.beck@deangelisdiamond.com

Viewed: 4/13/2023 5:37:02 PM

Vice President & Division Manager

Signed: 4/13/2023 5:49:38 PM

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Christian Young

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christian.young@deangelisdiamond.com

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General Counsel

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John Wright john.wright@flysrq.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/13/2023 3:59:29 PM
Kent Bontrager kent.bontrager@flysrq.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/13/2023 3:59:30 PM

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	4/13/2023 5:49:38 PM
Payment Events	Status	Timestamps

**SARASOTA MANATEE AIRPORT AUTHORITY
SEPTEMBER 29, 2025 MEETING
STAFF NARRATIVE**

**REQUEST FOR APPROVAL: INCREASE CONTRACT SCOPE FOR THE TERMINAL EXPANSION PROJECT
WITH DEANGELIS DIAMOND – MAGNUM BUILDERS, WP6d-GLASS BLOCK REPLACEMENT**

EXECUTIVE SUMMARY: The Board approved a contract with DeAngelis Diamond – Magnum Builders (DDM) as the number one ranked firm to provide Construction Manager at Risk services for the Terminal Expansion Project. A Guaranteed Maximum Price (GMP) proposal for the Glass Block Replacement in the terminal in the amount of \$2,526,664.00 was received from DDM. Staff requests authorization from the Board to approve an increase in contract scope and fee for the Terminal Expansion Project in the amount of \$2,526,664.00 for a total revised GMP for Work Packages 1 through 7 of \$102,335,808.67.

NARRATIVE: With the significant increases in airline traffic, an expansion of the terminal was required to maintain good level of service for passengers. To expedite construction the Board selected DDM as the Construction Manager at Risk to construct the terminal expansion. The project's key goals were to expand the existing hold room capacity, expand and/or increase concessions areas, improve efficiency of the arrival/departure gate areas, install an additional ingress/egress escalator system, evaluate and upgrade power and utilities, and construct a new ground loading concourse with a minimum of five (5) additional gates at the east side of the terminal. The project is being constructed through several GMP packages to accelerate the construction schedule.

This request to increase scope is for Work Package 6d and includes the demolition and replacement of the main terminal's glass block wall. The wall structure will be \$2,510,161.00, and the increased scope of work shall be completed by April 29, 2026.

Sweet Sparkman Architects (SSA) reviewed the increased scope and cost and found it to be acceptable. SSA and staff recommend approval of this additional scope for the Terminal Expansion project, increasing the Guarantee Maximum Price for Work Packages 1 through 7 from \$99,809,144.67 to \$102,335,808.67

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority authorize the President-CEO to approve the increase in the Guarantee Maximum Price by \$2,526,664.00 with DDM for a total GMP of \$102,335,808.67.67, pending a contract commitment for completion by December 31, 2025. Staff also requests authorization to prepare all documents necessary to implement this action.

ATTACHMENTS: Increase Scope's Guarantee Maximum Price (GMP) Proposal

7.2



**WP6d Glass Block Replacement
GMP Proposal
September 05, 2025**

7.2





TABLE OF CONTENTS

1. Executive Summary
2. Estimate Summary
3. Assumptions & Clarifications
4. Preliminary Construction Schedule
5. Plans & Specifications Log

7.2

ONE

7.2



1. EXECUTIVE SUMMARY



DEANGELIS DIAMOND



**MAGNUM
BUILDERS**

Naples, FL
239.594.1994

Fort Myers, FL
239.594.1994

Sarasota, FL
941.952.3846

Orlando, FL
407.367.5173

Birmingham, AL
205.977.7798

Nashville, TN
615.922.3995

Detroit, MI
248.513.6112

deangelisdiamond.com

**the
honor
to
build**

September 5, 2025

Mr. Mark Stuckey
Mr. John Wright

Sarasota Manatee Airport Authority
6000 Airport Circle
Sarasota, FL 34243

RE: SRQ Glass Block Replacement WP6d

Gentlemen:

We are pleased to provide our GMP proposal for WP6d-Glass Block Replacement at the Sarasota Bradenton International Airport.

Guaranteed Maximum Price \$2,526,664

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

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

Sincerely,

Ryan Jacob, Senior Estimator
DeAngelis Diamond Construction

cc: Scott Beck, Bryan Trtan, Jason Smith, Kelly Pope, Melissa McBride

7.2

TWO

7.2

2. ESTIMATE SUMMARY

**SECTION #2****Estimate Summary****SRQ AIRPORT WP6d GLASS BLOCK REPLACEMENT**

7.2

CSI MASTER FORMAT	DESCRIPTION	GMP ESTIMATE TOTAL
1.0	General Conditions	\$ 689,120
1.1	General Requirements	\$ 124,380
2.0	Demolition	\$ 99,218
6.0	Countertops	\$ 40,548
7.0	Waterproofing - Indeterminable Cost Estimate	\$ 20,000
7.1	Spray Insulation	\$ 12,928
7.2	EIFS	\$ 235,746
7.3	Roofing	\$ 64,209
8.0	Doors, Frames, & Hardware	\$ 6,013
8.1	Glass & Glazing	\$ 302,012
9.0	Drywall, Metal Framing, & Misc. Metals	\$ 222,912
9.1	Temporary Plywood Walls & Doors	\$ 136,100
9.2	Acoustical Ceiling Tile & Grid	\$ 32,437
9.3	Temporary Floor Protection & Maintenance	\$ 50,000
9.4	Painting	\$ 55,291
12.0	Window Treatments	\$ 60,210
21.0	Fire Suppression	\$ 7,506
23.0	Heating, Ventilation, & Air Conditioning (HVAC)	\$ 15,500
26.0	Electrical & Low Voltage	\$ 92,970
31.0	Temporary Scaffolding Access	\$ 85,450
DIRECT WORK SUBTOTAL		\$ 2,352,550
	<i>SDI</i>	\$ -
	<i>Indeterminable Cost Estimate</i>	\$ 49,903
	<i>Construction Manager Insurance</i>	\$ 15,619
	<i>Construction Manager Fee</i>	\$ 83,325
	<i>Construction Manager P & P Bond</i>	\$ 25,267
TOTAL COST		\$ 2,526,664

THREE

3. ASSUMPTIONS & CLARIFICATION

**SECTION #3****Assumptions & Clarifications****SRQ AIRPORT WP6d GLASS BLOCK REPLACEMENT**

The following are assumptions and clarifications that have been made in our proposal for WP6d Glass Block Replacement, with plans and specifications prepared by Sweet Sparkman and ME3 Consulting Engineers dated 06-13-2025 and indexed in Section 05 of this proposal. No cost or time has been accounted for in the estimate to address any items identified as “**excluded**”. Changes to the following will result in a modification to the estimate and may require revisions to the project schedule.

7.2**GENERAL CLARIFICATIONS**

1. This proposal expires September 30, 2025.
2. All demolition work will be during the overnight hours.
3. All work performed over the roadway will be during overnight hours.
4. Scaffolding will be used for 3rd floor catwalk access. Scaffolding will have hard sides (to ceiling), no exposed legs, and allow passenger/public access below.
5. Scaffolding will be used for 3rd floor interior work. Similar setup as noted for catwalk.
6. 3rd floor Interior work can start at 17:30 after majority of 3rd floor leaves for the day.
7. Equipment availability changes daily and lead times are unpredictable. This GMP proposal is based upon timely execution of the GMP thus releasing the storefront subcontractor to commence with shop drawings and submittals so materials can be ordered.
8. SDI (Subcontractor Default Insurance) is **excluded**.
9. (1) triple wide construction office trailer and temporary utility connections will remain in place and be utilized through the completion of this work package.

DIVISION 02 DEMOLITION

1. Demolition of 2nd and 3rd floor exterior and 3rd floor interior glass block. Includes removal of stainless-steel wraps around columns.
2. Demolition of EIFS from roof level to coping cap surrounding glass block.
3. Demolition of EIFS from control joint to control joint for installation of new opening at stairwell.
4. Demolition of built-in wood tops and paneling on the 2nd floor. East side does not have a clean break
5. Demolition of interior drywall as needed under existing glass block.
6. Demolition of existing fiberglass sills on the 2nd floor; inside conference rooms.
7. Demolition of drywall soffit above 3rd floor catwalk. Includes linear diffusers & light fixtures
8. Demolition of existing lighting, wall covering, and sills at 3rd floor openings. Includes solid surface around columns.
9. Demolition of existing wall covering at 3rd floor.

DIVISION 07 THERMAL & MOISTURE PROTECTION

1. 2" EIFS replacement to match existing.
2. Spray insulation at storefront corners.
3. Roof patching, sole source with Allied Roofing.
4. 2" Expansion joint replacement at Porte Cochère, roof level only.
5. Provide waterproofing, carried as ICE.
6. Walk-off mat carried as roofing walkway pads as no specification provided.
7. Roofing ICE



SECTION #3

Assumptions & Clarifications

SRQ AIRPORT WP6d GLASS BLOCK REPLACEMENT

7.2

DIVISION 08 OPENING

1. New impact resistant storefront system as YKK. Includes one operable access door.
2. Installation of storefront per manufacturer instructions.
3. Wrap existing structural steel in storefront.
4. Solid surface sills on the 2nd floor only.
5. New door, frame, and hardware at stairwell for roof access.

DIVISION 09 FINISHES

1. New, patch, and infill drywall, framing, and insulation. Includes miscellaneous metals for new roof access door and storefront system.
2. New interior openings will be cased with Corian.
3. Temporary partition walls at exterior locations.
4. Skim wall where existing wall covering removed at the 3rd floor, paint finish.
5. Acoustical ceiling tile and grid work is included as removing the ceiling tile, cataloging, storing and reinstalling after electrical conduit and wiring ran. Located in the 3rd floor executive offices.
6. Paint all new, infill, and/or patched drywall. Includes all interior and exterior caulking and sealants.
7. 3rd Floor interior repairs (above glass block / aquarium side), carried as ICE.
8. Excludes flooring replacement.
9. Executive Office acoustical grid and tile repairs, carried as ICE.

DIVISION 12 FURNISHINGS

1. New mechanically operated Mecho Shades on the 2nd floor.
2. New operable Mecho Shades on the 3rd floor. Controllers will be in the executive office's electrical room.

DIVISION 21 FIRE PROTECTION

1. Remove existing concealed heads for drywall soffit demo. Replace when drywall ceiling complete
2. Approximately (11) sprinkler heads will be turned up for temporary coverage.

DIVISION 23 HVAC

1. Replace linear diffusers due to drywall soffit demo and replacement carried as ICE.

DIVISION 26 ELECTRICAL

1. Make safe and demo all electrical.
2. Run all conduit through soffit location to the executive offices.
3. Installation of Wall Master Switch to be placed in Lionel's office. Include CAT5 cable for shade controller installation.
4. Excludes access control / door position at new roof access door.

DIVISION 31 SCAFFOLDING

1. Temporary platform and protection for 3rd catwalk access.
2. Temporary protection for 3rd floor interior (by Aquarium).
3. Temporary barriers for 2nd floor public locations.



SECTION #3

Assumptions & Clarifications

SRQ AIRPORT WP6d GLASS BLOCK REPLACEMENT

OWNER FURNISHED ITEMS / EXCLUSIONS

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

1. Builders Risk Insurance, deductibles and buy-down policies.
2. Firewatch services during any shutdowns shall be provided by SMAA Fire Department at no cost to the CM, Fire Alarm contractor, or Fire Protection.
3. Off-site fees for parking or storage of materials for this work package.
4. Owner shall make available sufficient parking and space for subcontractors.
5. Hazardous materials assessments and/or removal.
6. Design Team Construction Contract Administration Fees.
7. Removal and/or replacement of foam and stone at 3rd floor catwalk planter.
8. No additional engineering and/or delegated design.
9. Excludes build back of the wood paneling.
10. Excludes repairs of existing damage in stairwell.
11. Excludes unforeseen conditions.
12. Excludes code upgrades not called out on the documents.

VOLUNTARY ALTERNATES:

1. Deduct \$31,288.00 to go to WTG-500 storefront.

END OF ASSUMPTIONS & CLARIFICATIONS

7.2

FOUR

4. CONSTRUCTION SCHEDULE

 			#01 - SRQ - WP-6 - GLASS BLOCK - 7.01.25																			
#	Activity ID	Activity Name	Original Duration	Actual Duration	Start	Finish	Actual Start	Actual Finish	J	A	S	O	N	D	J	F	M	A	M	J	J	A
1	#01 - SRQ - WP-6 - GLASS BLOCK - 7.01.25		189	0	08-04-25	05-01-26																
2	Milestones		189	0	08-04-25	05-01-26																
3	Milestone - 10	Notice to Proceed / Board Approval	0	0	08-04-25*	08-04-25																
4	Milestone - 30	Start Construction	0	0	09-24-25																	
5	Milestone - 40	Overall Contract Duration (Calendar Days)	220	0	09-24-25	05-01-26																
6	Milestone - 50	Substantial Completion	0	0		04-03-26																
7	Milestone - 60	Closeout	20	0	04-06-26	05-01-26																
8	Milestone - 70	Final Completion	0	0		05-01-26																
9	Permit		31	0	08-04-25	09-16-25																
10	A1000	Apply for Permit	10	0	08-04-25	08-15-25																
11	A1010	Permit Review	20	0	08-18-25	09-15-25																
12	A1020	Permit Received	1	0	09-16-25	09-16-25																
13	Schedule Impacts		0	0																		
14	Glass Block		187	0	08-04-25	04-29-26																
15	Buy Out / Procurement		101	0	08-04-25	12-29-25																
16	Buy Out - 10	Buy Out Sub-Contracts	20	0	08-04-25	08-29-25																
17	Steel		46	0	09-02-25	11-04-25																
18	Steel - 10	Receive Submittals from Sub-Contractor	20	0	09-02-25	09-29-25																
19	Steel - 20	Submittal Review	10	0	09-30-25	10-13-25																
20	Steel - 30	Release Material / Equipment for Fabrication	1	0	10-15-25	10-15-25																
21	Steel - 40	Fabricate & Deliver	15	0	10-15-25	11-04-25																
22	Storefront		81	0	09-02-25	12-29-25																
23	Storefront - 10	Receive Submittals from Sub-Contractor	20	0	09-02-25	09-29-25																
24	Storefront - 20	Submittal Review	10	0	09-30-25	10-13-25																
25	Storefront - 30	Release Material / Equipment for Fabrication	1	0	10-15-25	10-15-25																
26	Storefront - 40	Fabricate & Deliver	50	0	10-15-25	12-29-25																
27	Window Shades		71	0	09-02-25	12-11-25																
28	Shades - 10	Receive Submittals from Sub-Contractor	10	0	09-02-25	09-15-25																
29	Shades - 20	Submittal Review	10	0	09-16-25	09-29-25																
30	Shades - 30	Release Material / Equipment for Fabrication	1	0	10-01-25	10-01-25																
31	Shades - 40	Fabricate & Deliver	50	0	10-01-25	12-11-25																
32	EIFS		31	0	09-02-25	10-14-25																
33	EIFS - 10	Receive Submittals from Sub-Contractor	10	0	09-02-25	09-15-25																
34	EIFS - 20	Submittal Review	10	0	09-16-25	09-29-25																
35	EIFS - 30	Release Material / Equipment for Fabrication	1	0	10-01-25	10-01-25																
36	EIFS - 40	Fabricate & Deliver	10	0	10-01-25	10-14-25																
37	Electrical		36	0	09-02-25	10-21-25																
38	Electrical - 10	Receive Submittals from Sub-Contractor	10	0	09-02-25	09-15-25																
39	Electrical - 20	Submittal Review	10	0	09-16-25	09-29-25																
40	Electrical - 30	Release Material / Equipment for Fabrication	1	0	10-01-25	10-01-25																
41	Electrical - 40	Fabricate & Deliver	15	0	10-01-25	10-21-25																

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7.2

 Remaining Level of Effort
  Actual Work

 Actual Level of Effort
  Remaining ...

 			#01 - SRQ - WP-6 - GLASS BLOCK - 7.01.25																			
#	Activity ID	Activity Name	Original Duration	Actual Duration	Start	Finish	Actual Start	Actual Finish	J	A	S	O	N	D	J	F	M	A	M	J	J	A
42		Doors / Hardware	36	0	09-02-25	10-21-25																
43		Doors - 10 Receive Submittals from Sub-Contractor	10	0	09-02-25	09-15-25																
44		Doors - 20 Submittal Review	10	0	09-16-25	09-29-25																
45		Doors - 30 Release Material / Equipment for Fabrication	1	0	10-01-25	10-01-25																
46		Doors - 40 Fabricate & Deliver	15	0	10-01-25	10-21-25																
47		Solid Surface (Corian)	36	0	09-02-25	10-21-25																
48		Solid Surface - 10 Receive Submittals from Sub-Contractor	10	0	09-02-25	09-15-25																
49		Solid Surface - 20 Submittal Review	10	0	09-16-25	09-29-25																
50		Solid Surface - 30 Release Material / Equipment for Fabrication	1	0	10-01-25	10-01-25																
51		Solid Surface - 40 Fabricate & Deliver	15	0	10-01-25	10-21-25																
52		Construction	134	0	09-24-25	04-06-26																
53		Connector Link (3rd Floor)	29	0	09-24-25	11-03-25																
54		Connector - 1 Demo Glass Block / Window Sills / Ceiling / Lights	5	0	09-24-25	09-30-25																
55		Connector - 101 Framing	5	0	10-01-25	10-07-25																
56		Connector - 201 Drywall	5	0	10-08-25	10-14-25																
57		Connector - 301 Finish Drywall	5	0	10-15-25	10-21-25																
58		Connector - 401 Paint	4	0	10-22-25	10-27-25																
59		Connector - 501 Solid Surface (Head / Jambs / Sill)	5	0	10-28-25	11-03-25																
60		2nd Floor	124	0	10-08-25	04-06-26																
61		2nd Flr - 1 Build (2) Temporary Enclosures to Access Windows	10	0	10-08-25	10-21-25																
62		2nd Flr - 101 Erect (2) Stair Towers for Access to Windows	5	0	10-22-25	10-28-25																
63		2nd Flr - 201 Demo / Glass Block / Window Sills / Walls / Ceiling	10	0	10-29-25	11-11-25																
64		2nd Flr - 301 Weather Tight Temp Walls at Storefront	10	0	11-12-25	11-25-25																
65		2nd Flr - 401 Framing / Blocking / Walls & Ceiling	10	0	11-26-25	12-11-25																
66		2nd Flr - 501 Sheathing & Waterproofing	10	0	12-12-25	12-29-25																
67		2nd Flr - 601 Storefront System	10	0	12-30-25	01-13-26																
68		2nd Flr - 701 Finish Drywall	5	0	01-14-26	01-20-26																
69		2nd Flr - 801 Solid Surface & Wood Sills	10	0	01-21-26	02-03-26																
70		2nd Flr - 901 Aluminum Column Wrap	5	0	02-04-26	02-10-26																
71		2nd Flr - 1001 Paint	5	0	02-11-26	02-17-26																
72		2nd Flr - 1101 Install Window Shades	5	0	02-18-26	02-24-26																
73		2nd Flr - 1201 DD Punch List	2	0	02-25-26	02-26-26																
74		2nd Flr - 1301 Owner - A/E Punch List	2	0	02-27-26	03-02-26																
75		2nd Flr - 1401 Contractor Correct Punch List	5	0	03-03-26	03-09-26																
76		2nd Flr - 1501 Owner - A/E Sign off on Punch List	2	0	03-10-26	03-11-26																
77		2nd Flr - 1601 Remove (2) Stair Towers	3	0	03-26-26	03-30-26																
78		2nd Flr - 1701 Remove (2) Temporary Enclosures	5	0	03-31-26	04-06-26																
79		Roof Access Door	13	0	10-31-25	11-18-25																
80		Roof Door - 1 Demo for new Roof Access Door	2	0	10-31-25	11-03-25																
81		Roof Door - 101 Framing / Sheathing / Waterproofing	5	0	11-04-25	11-10-25																
82		Roof Door - 201 Temp / Weathertight Door	1	0	11-04-25	11-04-25																
83		Roof Door - 301 Install Steel Support	2	0	11-05-25	11-06-25																

Remaining Level of Effort

Actual Work

Actual Level of Effort

Remaining ...

Page 2 of 3

TASK filters: Completed, In Progress, Not Started.

Date Date: 07-01-25

7.2

 Remaining Level of Effort
  Actual Work

 Actual Level of Effort
  Remaining ...

 			#01 - SRQ - WP-6 - GLASS BLOCK - 7.01.25																			
#	Activity ID	Activity Name	Original Duration	Actual Duration	Start	Finish	Actual Start	Actual Finish	J	A	S	O	N	D	J	F	M	A	M	J	J	A
84		Roof Door - 401 Roofing & Flashing	5	0	11-05-25	11-11-25																
85		Roof Door - 501 Install New Door Frame	1	0	11-07-25	11-07-25																
86		Roof Door - 601 Install Door & Hardware	1	0	11-10-25	11-10-25																
87		Roof Door - 701 EIFS	5	0	11-11-25	11-17-25																
88		Roof Door - 801 Finish Drywall	4	0	11-11-25	11-14-25																
89		Roof Door - 901 Paint	2	0	11-17-25	11-18-25																
90		3rd Floor	99	0	11-12-25	04-06-26																
91		3rd Floor - 1 Demo / Glass Block / Window Sills / Walls / Ceiling	10	0	11-12-25	11-25-25																
92		3rd Floor - 101 Weather Tight Temp Walls at Storefront	10	0	11-26-25	12-11-25																
93		3rd Floor - 201 Framing / Blocking / Walls & Ceiling	10	0	12-12-25	12-29-25																
94		3rd Floor - 301 Rough In Electric for Window Shades	10	0	12-19-25	01-06-26																
95		3rd Floor - 401 Sheathing & Waterproofing	10	0	12-30-25	01-13-26																
96		3rd Floor - 501 Electrical Rough In Inspection	1	0	01-07-26	01-07-26																
97		3rd Floor - 601 Storefront System	10	0	01-14-26	01-27-26																
98		3rd Floor - 701 Finish Drywall	5	0	01-28-26	02-03-26																
99		3rd Floor - 801 Solid Surface & Wood Sills	10	0	02-04-26	02-17-26																
100		3rd Floor - 901 Aluminum Column Wrap	5	0	02-18-26	02-24-26																
101		3rd Floor - 1001 Paint	5	0	02-25-26	03-03-26																
102		3rd Floor - 1101 Install Window Shades	5	0	03-04-26	03-10-26																
103		3rd Floor - 1201 DD Punch List	2	0	03-11-26	03-12-26																
104		3rd Floor - 1301 Owner - A/E Punch List	2	0	03-13-26	03-16-26																
105		3rd Floor - 1401 Contractor Correct Punch List	5	0	03-17-26	03-23-26																
106		3rd Floor - 1501 Owner - A/E Sign off on Punch List	2	0	03-24-26	03-25-26																
107		3rd Floor - 1601 Remove (2) Stair Towers	3	0	03-26-26	03-30-26																
108		3rd Floor - 1701 Remove (2) Temporary Enclosures	5	0	03-31-26	04-06-26																
109		Exterior (2nd & 3rd Floor)	45	0	01-28-26	03-31-26																
110		EIFS - 1 Demo EIFS & Sheathing	15	0	01-28-26	02-17-26																
111		EIFS - 101 New Sheathing & Waterproofing	15	0	02-02-26	02-20-26																
112		EIFS - 201 New Flashing	7	0	02-23-26	03-03-26																
113		EIFS - 301 Roofing	7	0	02-23-26	03-03-26																
114		EIFS - 401 EIFS	15	0	03-04-26	03-24-26																
115		EIFS - 501 Remove & Replace Expansion Joint	5	0	03-25-26	03-31-26																
116		Final Inspections & Punch List	44	0	02-27-26	04-29-26																
117		Close Out - 30 Final Electrical Inspection	1	0	02-27-26	02-27-26																
118		Close Out - 10 Trade Partner Punch List / Quality Check	3	0	04-01-26	04-03-26																
119		Close Out - 50 Final Building Inspection	1	0	04-01-26	04-01-26																
120		Close Out - 20 DD-Magnum Punch List	3	0	04-06-26	04-08-26																
121		Close Out - 40 Owner / A/E Punch List	5	0	04-09-26	04-15-26																
122		Close Out - 60 Punch List Corrections	5	0	04-16-26	04-22-26																
123		Close Out - 70 Punch List Final Sign Off	5	0	04-23-26	04-29-26																
Remaining Level of Effort Actual Work Actual Level of Effort Remaining ...			Page 3 of 3				TASK filters: Completed, In Progress, Not Started. Data Date: 07-01-25															

FIVE

5. PLANS & SPECIFICATIONS LOG

**SECTION #5****Document Log****SRQ AIRPORT WP6d GLASS BLOCK REPLACEMENT**

Sheet Number	Sheet Title	Issue Date
GENERAL		
A0.0	COVER	6/13/2025
A0.1	CODE ANALYSIS, NOTES, LEGENDS & PRODUCT APPROVAL	6/13/2025
A0.2	CONSTRUCTION STAGING PLAN - SECOND & THIRD FLOOR	6/13/2025
ARCHITECTURAL		
AD2.1	DEMOLITION SECOND & THIRD FLOOR PLANS	6/13/2025
AD2.2	DEMOLITION SECOND & THIRD REFLECTED CEILING PLANS	6/13/2025
A1.1	SECOND & THIRD FLOOR PLANS (MAIN TERMINAL)	6/13/2025
A1.2	SECOND & THIRD FLOOR REFLECTED CEILING PLANS (MAIN TERMINAL)	6/13/2025
A2.1	EXTERIOR & INTERIOR ELEVATIONS	6/13/2025
A2.2	EIFS REPLACEMENT	6/13/2025
A3.1	STOREFRONT WALL SECTIONS AND DETAILS - SECOND FLOOR	6/13/2025
A3.2	STOREFRONT WALL SECTIONS AND DETAILS - THIRD FLOOR	6/13/2025
A4.1	ROOF ACCESS DOOR OPENING DETAILS	6/13/2025
A5.1	WINDOW & DOOR SCHEDULE	6/13/2025
A6.1	SITE PHOTOS	6/13/2025
A8.0	SPECIFICATIONS	6/13/2025
A8.1	SPECIFICATIONS	6/13/2025
A8.2	SPECIFICATIONS	6/13/2025
ELECTRICAL		
E2.1	ELECTRICAL FLOOR PLAN	6/13/2025
E3.1	ELECTRICAL DETAILS	6/13/2025
E5.1	ELECTRICAL SPECIFICATIONS	6/13/2025
	END OF PLANS LOG	

7.2

SWEETSPARKMAN
ARCHITECTURE & INTERIORS

September 15, 2025

Mr. John Wright, RA
Project Manager
Engineering, Planning & Facilities
Sarasota Manatee Airport Authority
6000 Airport Circle
Sarasota, Florida 34243-2105

Re: WP6d Glass Block Replacement Project

Dear John:

Sweet Sparkman Architects has completed the review of the GMP proposal for the above-referenced project dated September 5, 2025. This GMP proposal is based on the Bid Documents produced by our office, dated 06/13/2025, as well as a follow-up meeting conducted with DeAngelis Diamond on September 8, 2025.

Based on the available funding, Sweet Sparkman Architects recommends approval of the GMP and commencement of permitting and construction. If we can provide any additional information, please don't hesitate to contact us.

Respectfully Submitted,
Sweet Sparkman Architects, Inc.



Todd M. Sweet, AIA, LEED AP
Principal

Sarasota Manatee Airport Authority

Balance Sheet

Sunday, August 31, 2025

Assets*Current Assets*

Cash & Investments	\$28,952,774
Accounts Receivable	1,242,250
Grants Receivable	3,935,433
Accrued Interest Receivable	1,982
Inventory	334,689
Prepaid Insurance	151,915
Prepaid Expense & Other Assets	1,801,671
<i>Total Current Assets</i>	<u>36,420,713</u>

Non-Current Assets

<i>Customer Facility Funds</i>	40,087,039
<i>Passenger Facility Funds</i>	537
Airport Facilities & Equipment	393,920,266
Accumulated Depreciation	(239,324,426)
Intangible Assets, net	29,835
Construction in Progress	224,668,232
<i>Total Non-Current Assets</i>	<u>419,381,483</u>

Total Assets**\$455,802,196****Deferred Outflow of Resources - Pension****4,599,623****Liabilities and Net Position***Current Unrestricted Liabilities*

Accounts Payable	1,547,175
Unearned Income	6,208
Accrued Expenses & Other Liabilities	1,230,140
<i>Total Unrestricted Liabilities</i>	<u>2,783,524</u>

Non-Current Liabilities

Net Pension Liabilities	7,180,767
<i>Total Non-Current Liabilities</i>	<u>7,180,767</u>

Total Liabilities**9,964,291****Deferred Inflow of Resources - Pension****962,236****Net Position**

Net Assets	411,842,191
Current Profit Account	37,633,102

Total Net Position**449,475,293**

8.1

Sarasota Manatee Airport Authority
Budget/Year to Date Actual
For the Period Ending Sunday, August 31, 2025

	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	\$162,478	\$2,532,655	\$2,403,363	\$129,292	94.9%
Landing Fees - Nonsignatory	14,997	270,140	228,739	41,401	84.7%
Landing Fees - Nonscheduled	843	0	4,635	(4,635)	0.0%
Concourse Circulation	684,847	7,986,120	7,338,477	647,643	91.9%
Baggage Claim Area	116,585	1,686,330	1,279,489	406,841	75.9%
Gate Use Fees - Signatory	28,140	341,153	569,940	(228,787)	167.1%
Terminal and Gate Fees - Nonsignatory	58,593	1,908,704	1,561,690	347,014	81.8%
Airline Terminal Rent - Signatory	221,133	3,226,494	2,350,773	875,721	72.9%
Airline Terminal Rent - Nonsignatory	5,320	63,136	58,517	4,619	92.7%
Total Airline Revenues	1,292,935	18,014,731	15,795,622	2,219,109	87.7%
Non-Airline Revenue					
Air Cargo Facility	24,253	49,500	256,122	(206,622)	517.4%
Subtotal	24,253	49,500	256,122	(206,622)	517.4%
Airfield					
Fuel Flowage Fees	34,390	603,500	569,194	34,306	94.3%
Ground Lease Airfield	33,051	376,322	361,903	14,419	96.2%
T-Hangar Facilities	98,345	1,150,000	1,077,353	72,647	93.7%
Fixed Base Operators - Rent	83,965	1,058,337	896,485	161,852	84.7%
Fuel Service - ASIG	7,128	95,000	77,767	17,233	81.9%
Subtotal	256,879	3,283,159	2,982,702	300,457	90.8%
Terminal Building					
RAC Counter Space	28,035	208,800	308,381	(99,581)	147.7%
Other Terminal Rents	47,764	600,000	417,180	182,820	69.5%
Advertising	67,619	474,000	620,263	(146,263)	130.9%
Restaurant Services	325,996	1,981,000	3,011,905	(1,030,905)	152.0%
Gift Shop	17,419	1,395,000	707,248	687,752	50.7%
Miscellaneous	208	2,000	2,102	(102)	105.1%
Vending	3,761	30,000	31,224	(1,224)	104.1%
Subtotal	490,801	4,690,800	5,098,302	(407,502)	108.7%
Terminal Area					
Car Rental %	793,157	11,411,000	10,735,290	675,710	94.1%
Auto Parking	563,956	9,631,000	9,076,530	554,470	94.2%
Ground Transportation	70,401	803,000	762,541	40,459	95.0%
Fuel Flowage Fees - Menzies	44,246	1,080,000	844,045	235,955	78.2%
RAC Ready Car Spaces	8,820	85,320	97,020	(11,700)	113.7%
Parking Stickers/Hang Tags	10,416	80,000	139,581	(59,581)	174.5%
Taxi Cab Service	2,902	88,000	44,902	43,099	51.0%
RAC Buildings Land Rent	50,291	718,952	553,200	165,752	76.9%
Subtotal	1,544,188	23,897,272	22,253,107	1,644,165	93.1%
Non-Aviation Area					
University Self Storage Income	19,662	525,000	304,371	220,629	58.0%
Buildings - Non-Aviation	42,612	466,177	456,230	9,947	97.9%
Common Area Maint - Comm Parke	500	7,500	5,500	2,000	73.3%
Land - Non-Aviation	49,048	368,130	531,145	(163,015)	144.3%
Subtotal	111,822	1,366,807	1,297,246	69,561	94.9%
Total Operating Revenue	3,720,879	51,302,269	47,683,103	3,619,166	92.9%
Investment Income + Other Income					
Investment Income					
Interest Earned - Operating	208,487	1,641,763	1,845,889	(204,126)	112.4%
Interest Earned - Other	0	0	0	0	0.0%
Subtotal	208,487	1,641,763	1,845,889	(204,126)	112.4%
Other Income					
Passenger Facility Charges	546,551	9,087,000	6,634,903	2,452,097	73.0%
Customer Facility Charges	901,533	10,920,975	11,958,984	(1,038,009)	109.5%
Grant Revenue - Other	43,726	0	744,137	(744,137)	0.0%
Grant Revenue - FAA	(469,016)	0	2,912,016	(2,912,016)	0.0%
Grant Revenue - FDOT	693,957	0	4,748,472	(4,748,472)	0.0%
Miscellaneous Income	5,575,418	18,510	5,776,655	(5,758,145)	31208.3%
Miscellaneous Income - LEO	0	40,882	0	40,882	0.0%
I.D. Badges	24,230	55,405	241,527	(186,122)	435.9%
Profit/Loss on Disposal	611	0	75,038	(75,038)	0.0%
Asset Writedown/Up on Investments	(9,925)	0	(19,827)	19,827	0.0%
Subtotal	7,307,085	20,122,772	33,071,904	(12,949,132)	164.4%
Subtotal Investment Income & Other	7,515,572	21,764,535	34,917,794	(13,153,259)	160.4%
Total Revenues	11,236,450	73,066,804	82,600,896	(9,534,092)	113.0%

Sarasota Manatee Airport Authority
Budget/Year to Date Actual
For the Period Ending Sunday, August 31, 2025

	<i>This Month This Year</i>	<i>Total Budget</i>	<i>Year to Date This Year</i>	<i>Budget Less Actual YTD</i>	<i>Actual YTD %</i>
<i>Utilities</i>					
Electric-Utility	106,996	1,269,800	987,104	282,696	77.7%
Refuse Collection	37,019	184,600	221,857	(37,257)	120.2%
Water and Sewer	10,822	263,000	244,652	18,348	93.0%
<i>Subtotal</i>	<i>154,837</i>	<i>1,717,400</i>	<i>1,453,613</i>	<i>263,787</i>	<i>84.6%</i>
<i>Personnel</i>					
Salary/Wages	1,168,986	14,790,385	13,254,935	1,535,450	89.6%
Health Insurance	247,825	3,061,170	2,791,073	270,097	91.2%
Retirement	108,595	2,472,922	2,215,798	257,124	89.6%
Social Security	90,942	848,861	762,161	86,700	89.8%
Medicare	22,658	205,043	198,204	6,839	96.7%
Disability	162	1,700	1,781	(81)	104.7%
Unemployment	1,788	32,512	2,944	29,568	9.1%
Worker's Compensation	25,077	385,312	303,410	81,902	78.7%
Employment Expenses	1,891	11,700	111,695	(99,995)	954.7%
<i>Subtotal</i>	<i>1,667,922</i>	<i>21,809,605</i>	<i>19,642,000</i>	<i>2,167,605</i>	<i>90.1%</i>
<i>Administration</i>					
Advertising	2,861	122,550	51,217	71,333	41.8%
Bad Debts Expense	0	3,000	2,965	35	98.8%
Business Development Properties	629	20,000	43,876	(23,876)	219.4%
CEO Auto Expenses	1,973	18,000	15,785	2,215	87.7%
Public Relations	10,823	66,000	55,988	10,012	84.8%
Customs	56,805	125,000	129,478	(4,478)	103.6%
Data Processing	4,282	182,000	197,261	(15,261)	108.4%
Software Licenses/Annual Support	(1,918)	536,200	473,834	62,366	88.4%
Dues and Subscriptions	4,788	152,765	145,999	6,766	95.6%
Employee Service Awards	50	14,100	363	13,738	2.6%
Entertainment	2,967	21,500	20,344	1,156	94.6%
Insurance - Property	74,025	943,641	847,052	96,589	89.8%
Insurance - Liability & Other	26,989	314,397	255,159	59,238	81.2%
Interest Expense	0	0	114,975	(114,975)	0.0%
Legal Expense	20,953	500,000	404,304	95,696	80.9%
Loss & Safety Program	0	200	0	200	0.0%
Marketing Trade Show Registration	5,000	37,000	25,372	11,629	68.6%
Miscellaneous	3,721	73,050	60,557	12,493	82.9%
Office Supplies and Equipment	3,931	125,375	125,275	100	99.9%
Postage	392	5,700	4,238	1,462	74.3%
Professional Services	94,919	1,298,640	632,719	665,921	48.7%
Records Retention	0	1,000	65	935	6.5%
Sponsored Events	0	5,900	1,494	4,406	25.3%
Taxes	0	27,000	19,122	7,878	70.8%
Telephone Service	57,535	421,350	432,558	(11,208)	102.7%
Training	8,210	213,560	117,950	95,610	55.2%
Travel	14,281	250,500	125,941	124,559	50.3%
Holiday Decorations	3,920	37,000	24,598	12,402	66.5%
Uniforms	23,804	128,000	134,588	(6,588)	105.1%
<i>Subtotal</i>	<i>420,941</i>	<i>5,643,428</i>	<i>4,463,077</i>	<i>1,180,351</i>	<i>79.1%</i>
<i>Operations</i>					
Air Conditioning	3,821	133,000	88,170	44,830	66.3%
Carpentry	207	61,500	37,976	23,524	61.7%
Common Area Maint - Comm Parke	786	10,000	9,066	934	90.7%
Electrical	42,648	114,000	135,002	(21,002)	118.4%
Access Control	341	26,000	16,160	9,840	62.2%
Equipment Rental	0	59,000	18,454	40,546	31.3%
Equipment Repair	27,343	241,700	169,881	71,819	70.3%
Loading Bridge Repair	1,169	165,000	120,999	44,001	73.3%
Conveyor & Belts	1,181	30,000	12,705	17,295	42.3%
Terminal Audio & Paging Repairs	0	38,000	13,718	24,282	36.1%
Repairs Generator	0	68,000	6,251	61,749	9.2%
Repairs - Tires	2,655	0	23,188	(23,188)	0.0%
Fence and Gate Repair	1,111	25,000	8,883	16,117	35.5%
Interior Planting	0	45,000	0	45,000	0.0%
Irrigation System	572	18,000	5,501	12,499	30.6%
Janitorial Service	311,742	3,153,000	2,980,384	172,616	94.5%
Floor Maintenance	6,885	62,000	33,975	28,025	54.8%
Landscape Maintenance	3,137	93,500	26,277	67,223	28.1%
Miscellaneous Construction	1,121	142,000	87,885	54,115	61.9%
Paint and Markings	16,468	161,000	124,918	36,082	77.6%
Permits & Licenses	0	3,100	660	2,440	21.3%
Paving and Pavement Repairs	3,740	64,000	10,858	53,142	17.0%
Plumbing	2,547	133,500	74,269	59,231	55.6%
Radio Equipment Repairs	740	6,100	828	5,272	13.6%
Service Contracts	143,622	2,139,355	1,858,456	280,899	86.9%
Shuttle Service	1,353	50,000	13,516	36,484	27.0%
Vehicle Repairs	19,692	148,000	78,223	69,777	52.9%
<i>Subtotal</i>	<i>592,882</i>	<i>7,189,755</i>	<i>5,956,202</i>	<i>1,233,553</i>	<i>82.8%</i>

Sarasota Manatee Airport Authority
Budget/Year to Date Actual
For the Period Ending Sunday, August 31, 2025

	<i>This Month This Year</i>	<i>Total Budget</i>	<i>Year to Date This Year</i>	<i>Budget Less Actual YTD</i>	<i>Actual YTD %</i>
<i>Supplies</i>					
Fabrication Supplies	336	35,000	9,139	25,861	26.1%
Extinguishing Agent	9,712	60,000	72,732	(12,732)	121.2%
First Aid Supplies	1,613	31,700	29,872	1,828	94.2%
Gas & Fuel	8,719	128,700	93,105	35,595	72.3%
Identification	347	25,000	12,604	12,396	50.4%
Janitorial Supplies	24,038	375,000	351,206	23,794	93.7%
Lighting	0	70,800	5,131	65,669	7.2%
Lighting - Airfield	7,110	120,000	74,205	45,795	61.8%
Miscellaneous Supplies	5,859	14,500	21,686	(7,186)	149.6%
Miscellaneous Terminal Furnishings	0	25,000	2,421	22,579	9.7%
Non-Capital Equipment	18,610	126,950	123,973	2,977	97.7%
Safety Supplies	0	11,000	1,723	9,277	15.7%
Shop Supplies	2,900	30,500	29,878	622	98.0%
Signage	7,810	123,000	88,852	34,148	72.2%
Small Tools and Equipment	5,571	72,350	53,713	18,637	74.2%
Vegetation Control	0	32,000	9,271	22,729	29.0%
Ammunition/Wildlife Disbursement	(437)	7,000	6,419	581	91.7%
<i>Subtotal</i>	<i>92,188</i>	<i>1,288,500</i>	<i>985,931</i>	<i>302,569</i>	<i>76.5%</i>
<i>Total Operating Expenses</i>	<i>2,928,770</i>	<i>37,648,688</i>	<i>32,500,821</i>	<i>5,147,867</i>	<i>86.3%</i>
<i>Profit (Loss) from Operations</i>	<i>8,307,681</i>	<i>35,418,116</i>	<i>50,100,075</i>	<i>(14,681,959)</i>	<i>141.5%</i>
<i>Depreciation and Amortization</i>					
Amortization	29,835	358,020	328,180	29,840	91.7%
Depreciation	1,017,269	11,983,932	10,904,337	1,079,595	91.0%
<i>Total Depreciation and Amortization</i>	<i>1,047,103</i>	<i>12,341,952</i>	<i>11,232,517</i>	<i>1,109,435</i>	<i>91.0%</i>
<i>Other Expenses</i>					
Marketing	203,265	600,000	1,238,067	(638,067)	206.3%
<i>Total Other Expenses</i>	<i>203,265</i>	<i>600,000</i>	<i>1,238,067</i>	<i>(638,067)</i>	<i>206.3%</i>
<i>Net Profit (Loss)</i>	<i>\$7,057,312</i>	<i>\$22,476,164</i>	<i>\$37,629,491</i>	<i>(\$15,153,327)</i>	<i>167.4%</i>

**Sarasota Manatee Airport Authority
Investment Portfolio
For the month of August 2025**

<u>Description</u>	<u>Cusip/Invest</u>	<u>Par Value Orig Face</u>	<u>Acquisition Cost</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Market Value</u> (1)	<u>Yield @ Market</u>	<u>Market Price</u>	<u>Purchase or Book Price</u>
1 US Treasury Bill	912797PW1	4,331,000	4,288,612	6/20/2025	9/11/2025	4,326,409	4.28	99.89	99.02
2 US Treasury Bill	912797PY7	4,621,000	4,575,650	7/3/2025	9/25/2025	4,608,477	4.31	99.02	99.02
3 US Treasury Bill	912797QE0	4,405,000	4,361,625	7/17/2025	10/9/2025	4,386,014	4.28	99.02	99.02
4 US Treasury Bill	912797RF6	4,746,000	4,568,855	7/31/2025	7/9/2026	4,593,843	4.08	96.27	96.27
5 US Treasury Bill	912797RQ2	5,064,000	5,004,959	8/14/2025	11/25/2025	5,016,500	4.18	99.06	98.83
6 US Treasury Bill	912797RU3	5,074,000	4,974,471	8/28/2025	2/26/2026	4,977,848	4.013	98.11	98.04
Total Investments		<u>28,241,000</u>	<u>27,774,172</u>			<u>27,909,091</u>			

(1) Market value on non-restricted funds are provided by the Custodian, US Bank.

**Sarasota Manatee Airport Authority
Finance Department
August 2025**

Budget/Financial Information: Included in the Board packet are the unaudited **preliminary** financial statements for **August**.

Summary information contained therein for **August** is as follows:

Operating revenues for the month of **August** were approximately **12.96% lower** than anticipated in the FY 25 budget.

Operating expenses for the month of **August** were approximately **6.65% lower** than anticipated in the FY 25 budget.

On a **year to date basis**, operating income is **1.4% higher** than anticipated in the FY 25 budget and operating expenses are **5.8% below** budget.

As part of the ongoing development of investment policies and procedures, reports have been developed based on information provided by Sarasota County Clerk of the Court. The current disclosure reflects an Investment Portfolio Analysis, along with a Portfolio Activity Report. Staff continues to work closely with the Clerk's office. **Investments earned a total of \$208,487 for August Year to Date investment earnings is \$1,845,889.**

Passenger Facility Charge (PFC): A separate detail which reflects PFC collections for the month of **August** and cumulative to date.

Grants: A separate detailed report listing current Grants totaling \$156,238,626 funds received through August \$128,673,962 and Remaining Funds available to draw once expenses are incurred of \$27,564,664.

8.3

September 29, 2025 Regular Mtg & PH - Department Reports

Sarasota Manatee Airport Authority
Sarasota Bradenton International Airport (SRQ)
PFC Collections by Carrier

Carrier	8/30/2025	Collected since inception	Carrier	8/30/2025	Collected since inception	Carrier	8/30/2025	Collected since inception
Aces Airlines		24.86	Copa		11.56	Northwest		1,996,108.91
Aer Lingus		1,433.75	Croatia Airlines		79.02	Olympic Airways		165.43
Aero California		8.64	Czech Airlines (Aviation Industry Clts)		2,516.42	Pan American		5.84
Aero Costa Rico		2.92	Delta Air Lines	114,938.95	36,124,208.33	Panamena De Aviacion		21.95
Aeroflot - Russian Airlines		965.48	El Al Israel Airlines		1,534.48	Paradise Island		28.80
Aeromexico	30.51	8,126.50	Elite		61,345.86	PenAir (Penninsula Airways)		13.17
AeroPeru		19.02	Emirates		4,546.91	Philippine Air		193.16
Aeropostal Venezuela		17.52	Empire		757.44	Private Jet		3,719.95
Air Aruba		11.68	Eva Airways		884.60	Qantas		4,301.73
Air Canada	947.14	1,155,553.38	ERA Aviation		84.84	Qatar	33.80	4,897.51
Air Europa		405.85	Etiad Airways	21.95	957.02	Reno Air		35,401.69
Air France	125.66	39,623.05	Express One		8,387.70	Republic Airlines		3,612.86
Air India		2.88	Falcon Express		1,454.16	Royal Air Maroc		69.66
Air New Zealand		2,014.73	Faucett		8.76	Royal Aviation		10,170.36
Air Pacific Ltd.		135.81	Finnair		703.59	Royal Jordanian		29.20
Air Portugal		334.44	Florida Coastal Airlines		8,516.60	Sabena		393.92
Air Serbia		676.06	Front Page Tours		245.28	SAHSA		5.28
Air Sunshine		109,075.76	Frontier Airlines	6,084.27	1,186,410.85	SAS (Scandinavian)	8.78	5,178.06
Air Trans At		144,133.51	G-P Express		89.28	Saudi Arabian Airlines		7.31
AirTran Airways		5,850,221.51	Gold Transportation Services		26,702.01	Sevicios Avenza		280.28
Alaska Airlines	52.57	7,116.58	Gol Linhas Aereas	48.29	460.95	Silver Airways Corp		114.14
Alitalia/ITA		4,474.68	Great Lakes Aviation		44.06	Singapore		3,572.02
All Nippon Airways (ANA)	13.17	838.27	Hahn Air		3,563.95	Skyservice		9,903.84
Allegiant Air	154,541.93	9,922,704.48	Hawaiian Airlines		1,053.16	South African Airways		4,309.11
Aloha		46.64	Iberia		1,641.82	Southeast Airlines		6,234.20
America West		116,500.91	Island Air		30.73	Southwest	103,621.60	8,344,239.97
American (AMR)	80,980.38	9,258,257.22	Insel Air		4.39	Sun Country	5,627.98	637,410.99
ATA Airlines, Inc.		2,527,486.80	JAL (Japan Airlines)		1,097.15	Sun Pacific Int'l (HMHF)		3,612.04
Asiana Airlines	4.39	730.09	Jet Airways		122.92	Sunworld Int'l Airlines		224.84
ATA Leisure Corp.		90,614.78	Jet Blue	18,966.50	6,668,589.95	Swiss Air		5,762.07
Austrian Airlines	17.56	1,186.98	JetsGo		6,418.18	Taca Int'l Air		348.76
AV Atlantic		1,027.84	Kenya		215.21	TAM Airlines (Aviation Industry Clts)	8.78	1,091.68
Avelo Airlines	4,045.18	528,393.74	KLM	181.85	15,546.65	TAP Air Portugal	21.95	475.49
Avenza		43.20	Korean Air	61.52	18,951.16	Tower Air		17.52
Avianca		297.77	Kuwait Airways		16.31	Trans Brasil Airlines		33.61
Aviateca, S.A.		5.84	Lacsa		36.54	Trans World Airways		781,609.36
Azul Brasileiras		57.07	Laker Airways		803.00	Turk Hava (Turkish)	56.96	3,615.27
Azores Airlines	4.39	105.25	Lan Airlines		21.95	Ultrair		2.88
Big Sky		2.92	Lan Argentina		21.95	United	43,823.63	6,057,495.77
Breeze Airlines	10,632.58	546,195.02	Lan Chile	83.41	596.50	US Air Shuttle		2.92
British Airways		12,277.45	Lan Peru	4.39	61.46	US Airways		8,883,648.83
Brussels Airlines		245.73	LATAM Airlines Group		676.06	USA 3000		79,178.04
BWIA		78.84	Leisure Air		33,007.40	V Australia (Virgin Blue)		390.71
Canada 3000		100,572.36	Lineas Aereas Privadas Argentinas		16.07	Varig		668.53
Canadian Airlines		64,977.45	Lone Star		69.52	Vietnam Airlines		83.41
Canair		20,334.88	Lot Polish Airlines	13.17	1,564.13	Virgin Atlantic	57.07	9,942.21
CanJet		120,295.00	LTU		74.88	Viscount Air Service		2,006.04
Cape Air / Hyannis Air Service		242.90	Lufthansa	3.95	8,782.98	Viscount Air Tours		353.32
Carnival Air Lines		1,883.40	Malaysia		411.27	Vision		2,809.60
Casino Air Link		887.68	Malev Hungarian		241.88	WestJet		59,780.01
Casino Express		8,389.66	Mark Travel Corp.		10,856.56	World Airways		35.04
Cathay Pacific		3,394.12	Mesa Airlines		132.20	Misc		4.39
Cayman Airways		101.96	Compania Mexicana		438.74	Total	545,064.26	105,444,591.70
Champion Air (MLT, Inc.)		9,343.96	MGM Grand Air		302.40	PFC checking Interest	1,490.93	1,807,466.91
China Airlines		2,481.07	Miami Air Int'l		5,515.47	PFC investment Interest		1,526,893.55
Colgan Air, Inc.		151.86	Midway Airlines		601.52	Securities-bought		32,071,184.66
ComAir		21,805.38	Midwest		1,922.08	Securities-sold		32,058,520.85
Compania		33.75	Mountain West		11.68	Securities interest		224,518.18
Conquest		5.76	National Airlines		5.84	Service charges		6,970.26
Continental Airlines		3,580,174.07	Nicaraguense de Aviacion		5.84	Expenditures	(547,000.00)	108,983,299.19
Continental Micronesia		44.05	North American Airlines		443.39	Balance		537.08
Contour Air		592.65						

September 29, 2025 Regular Mtg & PH - Department Reports

Sarasota Manatee Airport Authority
PFC Monthly Status Report - Revenue and Expenditures
Month ended August 30, 2025

Charge effective date: 9/1/1992
Total Collection Authority: \$ 133,581,461

Approved applications			Expiration	Approved Impose	Approved Use	Current Revenue Aug-25	Interest Aug-25	Total Collections	Total Interest	Total Revenue
Appl. 1		92-01-I-00/08-SRQ	Completed	13,944,391.00	-			12,126,777.00	1,817,614.00	13,944,391.00
Appl. 2		95-02-U-00/05-SRQ	Completed	-	5,947,682.00					
Appl. 3			Completed	750,061.00	8,746,770.00			675,673.36	74,387.64	750,061.00
Appl. 4	10/3/2000	00-04-C-00-SRQ		36,126,915.00	36,126,915.00					
	2/22/2002	00-04-C-01-SRQ		2,368,148.00	2,368,148.00					
	7/23/2009	00-04-C-02-SRQ		22,194,884.00	22,194,884.00					
	12/7/2017	00-04-C-03-SRQ		(887,886.00)	(887,886.00)					
Appl. 4		00-04-C-00/03-SRQ	Completed	59,802,061.00	59,802,061.00			58,234,308.15	1,567,753.03	59,802,061.18
Appl. 5	5/7/2019	19-05-C-00-SRQ	Completed	8,817,424.00	8,817,424.00			8,802,652.74	14,771.26	8,817,424.00
Appl. 6	9/8/2021	21-06-C00-SRQ	Completed	9,035,362.00	9,035,362.00			9,030,104.27	5,257.73	9,035,362.00
Appl. 7	7/13/23	23-07-C-00-SRQ	5/1/29	41,232,162.00	41,232,162.00	545,064.26	1,490.93	16,575,076.18	59,460.91	16,634,537.09
				133,581,461.00	127,633,779.00	545,064.26	1,490.93	105,444,591.70	3,539,244.57	108,983,836.27

Project number	Description	Use Appl. #	Estimated Implementation Date	Total Approved to Use	Expenditures Month end Aug-25	Total Expended to Date	Balance to Use	Status
	Various Projects	Total	2	5,947,682	-	5,947,682	-	Project complete
	Various Projects	Total	3	8,746,770	-	8,746,769	-	Project complete
		Total	4	59,802,061	-	59,802,061	-	Project complete
	Various Projects	Total	5	8,817,424	-	8,817,424	-	Project complete
	Various Projects	Total	6	9,035,362	-	9,035,362	-	
7.01	Terminal Expansion Design and Construct	7	12/1/2024	20,465,000			20,465,000.00	
7.02	East Apron Expansion and Taxilane Design and Cons	7	12/1/2022	547,803		547,803	-	Draw complete 4/25
7.03	Baggage Handling System Expansion	7	12/1/2024	11,237,016		11,237,016	-	Draw complete 3/25
7.04	GA General Inspection Service Facility	7	9/1/2023	3,739,872		352,197	3,387,675.00	
7.05	Relocated Automated Surface Observing System (AS	7	12/1/2022	125,000		125,000	-	Draw complete 3/25
7.06	Expand West Commercial Apron	7	12/1/2023	4,680,151	547,000	3,934,664	745,487.00	
7.07	Taxiway C Rehabilitation Design and Construct	7	8/1/2023	256,878		256,878	-	Draw complete 3/25
7.08	Taxiway F Reconstruction Design and Construct	7	8/1/2023	115,975		115,975	-	Draw complete 3/25
7.09	PFC Administration	7	7/1/2023	64,467		64,467	-	Draw complete 3/25
				41,232,162	547,000	16,634,000	24,598,162	Amount budgeted for FY 2025 is \$9,087,000
Total all applications				133,581,461	547,000	108,983,299	24,598,162	

Sarasota Manatee Airport Authority
Finance Department
August 31 2025
Grant Monthly

		Grant Amount	Expenditures To Date	Funds Received	Remaining Funds
<u>FEDERAL AVIATION ADMINISTRATION - FAA</u>					
AIP-65	Rehab Taxiway C & F Construction	\$ 5,862,779.00	\$ 6,045,280.61	\$ 5,440,752.55	\$ 422,026.45
AIP-68	Commercial Apron Expansion Phase 1	\$ 5,425,050.00	\$ 7,941,969.68	\$ 5,153,797.50	\$ 271,252.50
AIP-69	Commercial Apron Expansion Phase 2	\$ 2,555,555.00	\$ 3,180,375.09	\$ 2,555,555.00	\$ -
AIP-70	FAA Expand Terminal WP3-Terminal Utilities	\$ 10,000,000.00	\$ 15,287,612.35	\$ 10,000,000.00	\$ -
AIP-71	Terminal Expansion WP5 GBF (Phase 2)	\$ 4,225,000.00	\$ 5,900,850.78	\$ 4,225,000.00	\$ -
AIP-72	Terminal Expansion WP5 GBF (Phase 2)	\$ 10,000,000.00	\$ 14,940,072.29	\$ 10,000,000.00	\$ -
AIP-73	Terminal Expansion WP5 GBF (Phase 2)	\$ 9,864,000.00	\$ 13,406,926.37	\$ 9,864,000.00	\$ -
AIP-74	Terminal Expansion WP5 GBF (Phase 2)	\$ 3,500,000.00	\$ 8,090,483.92	\$ 3,500,000.00	\$ -
AIP-75	Terminal Expansion WP5 GBF (Phase 2)	\$ 6,246,697.00	\$ 9,215,663.99	\$ 6,246,697.00	\$ -
AIP-76	Terminal Expansion WP5 GBF (Phase 2)	\$ 4,591,156.00	\$ 23,445,072.16	\$ 4,591,156.00	\$ -
AIP-77	Expand Terminal Concourse A	\$ 351,235.00	\$ 188,969.13	\$ 145,461.86	\$ 205,773.14
AIP-78	Concourse B Expansion WP6 (Phase 8)	\$ 5,000,000.00	\$ 2,051,173.22	\$ 1,064,870.80	\$ 3,935,129.20
AIP-79	Concourse B Expansion WP6 (Phase 9)	\$ 6,466,172.00	\$ 2,344,145.83	\$ 1,742,638.01	\$ 4,723,533.99
AIP-81	Concourse B Expansion WP6 (Phase 10)	\$ 2,586,007.00	\$ -	\$ -	\$ 2,586,007.00
AIP-80	Runway 14-32 ROFA Improvements	\$ 114,611.00	\$ 3,539.35	\$ -	\$ 114,611.00
AIP-82	Taxiway A & Connectors Rehab	\$ 1,415,648.00	\$ 5,022.66	\$ -	\$ 1,415,648.00
FAA Totals		\$ 78,203,910.00	\$ 112,047,157.43	\$ 64,529,928.72	\$ 13,673,981.28

		Grant Amount	Expenditures To Date	Funds Received	Remaining Funds
<u>FLORIDA DEPT OF TRANSPORTATION - FDOT</u>					
444614	Taxiway C & F Rehabilitation	\$ 354,204.00	\$ 6,045,280.61	\$ 300,455.86	\$ 53,748.14
444678	Ground Transportation Curbside Improvements	\$ 4,574,706.00	\$ 9,207,878.86	\$ 4,406,721.77	\$ 167,984.23
446357	Baggage Handling - Design	\$ 61,996.23	\$ 1,276,239.54	\$ 61,996.23	\$ -
	Baggage Handling - Construction	\$ 8,997,177.77	\$ 46,751,449.94	\$ 8,983,160.32	\$ 14,017.45
		\$ 9,059,174.00	\$ 48,027,689.48	\$ 9,045,156.55	\$ 14,017.45
450535	GA Federal Inspection Station	\$ 2,550,000.00	\$ 2,034,796.09	\$ 321,919.31	\$ 2,228,080.69
450536	West Air Center Apron	\$ 6,173,272.00	\$ 12,031,362.88	\$ 5,688,272.00	\$ 485,000.00
450852	Terminal Expansion @ 100%	\$ 21,500,000.00	\$ 21,504,177.62	\$ 21,500,000.00	\$ -
	Terminal Expansion @ 50%	\$ 5,000,000.00	\$ 18,396,680.64	\$ -	\$ 5,000,000.00
		\$ 26,500,000.00	\$ 39,900,858.26	\$ 21,500,000.00	\$ 5,000,000.00
453787	Land Acquisition	\$ 678,942.00	\$ 1,358,882.41	\$ 678,941.20	\$ 0.80
453790	Terminal Parking Garage	\$ 300,000.00	\$ 753,914.68	\$ 244,128.09	\$ 55,871.91
457266	Runway 14-32 ROFA Improvements	\$ 6,368.00	\$ 3,539.35	\$ -	\$ 6,368.00
457274	Taxiway A & Connectors Rehab	\$ 78,647.00	\$ 5,022.66	\$ -	\$ 78,647.00
FDOT Totals		\$ 50,275,313.00	\$ 119,369,225.28	\$ 42,185,594.78	\$ 8,089,718.22

		Grant Amount	Expenditures To Date	Funds Received	Remaining Funds
<u>Transportation Security Administration - TSA</u>					
	Baggage Handling - Design	\$ 849,752.63	\$ 1,276,239.54	\$ 840,189.17	\$ 9,563.46
	Baggage Handling - Construction	\$ 24,459,650.11	\$ 46,751,449.94	\$ 20,417,838.42	\$ 4,041,811.69
TSA Totals		\$ 25,309,402.74	\$ 48,027,689.48	\$ 21,258,027.59	\$ 4,051,375.15

		Grant Amount	Expenditures To Date	Funds Received	Remaining Funds
<u>Manatee County</u>					
	15th Street Observation Project	\$ 1,100,000.00	\$ 2,357,844.72	\$ 700,410.56	\$ 399,589.44
Manatee County Totals		\$ 1,100,000.00	\$ 2,357,844.72	\$ 700,410.56	\$ 399,589.44

		Grant Amount	Expenditures To Date	Funds Received	Remaining Funds
<u>Florida Division of Emergency Management - FDEM</u>					
	SRQ Emergency Operations & Public Safety Complex	\$ 1,350,000.00	\$ 5,546.86	\$ -	\$ 1,350,000.00
FDEM Totals		\$ 1,350,000.00	\$ 5,546.86	\$ -	\$ 1,350,000.00

**SARASOTA MANATEE AIRPORT AUTHORITY
REAL ESTATE DEVELOPMENT & PROPERTIES STAFF REPORT
SEPTEMBER 29, 2025 REGULAR MEETING**

REAL ESTATE DEVELOPMENT & PROPERTIES

AUGUST 2025

AIRLINES:

- **Allegiant Airlines:** Allegiant to occupy Cargo building and redevelopment is underway.
- **United Airlines:** United is expanding/doubling its workspace in the lower Concourse B and will commence minor construction in July.
- **Southwest Airlines:** Discussions are underway with Southwest for a minor expansion in the lower Concourse B area to include a set of restrooms.
- **American Airlines:** American has requested an additional Gate in Concourse B (B-1) which would be added to American's Signatory Agreement.

NORTH QUAD DEVELOPMENT:

- **Sheltair FBO:** Under construction, with the grand opening projected to be in October 2025.
- **SRQ Hangar, LLC:** SRQ Hangar will commence construction in July.
- **EAA:** EAA has commenced with due diligence and conceptual site planning. Fundraising is underway.
- **GA FIS:** The GA FIS facility is in process and under construction.
- **Roper Tech:** Roper hangar is under construction.
- **ASG:** ASG hangar is under construction.
- **Pilatus Aircraft:** Pilatus has submitted plans to Manatee County for Phase 1 and has commenced due diligence/design on Phase 2, as well.
- **Air Medallion:** Lease negotiations are underway with Air Medallion for a 30,000-sf storage hangar and is anticipated to be on the September agenda for consideration/approval.

OTHER DEVELOPMENT:

School District of Manatee County, Florida: Manatee Schools in final revisions to plans then proceed to construction, projected to start fourth-quarter 2025.

Team Success: SMAA and Team Success are working together to develop the aviation curriculum to be implemented within two years.

Boca Aircraft Maintenance: BAM is in full operation and is in discussions with the airport for development of a second hangar. Site planning and lease negotiations underway for second hangar. A lease amendment is anticipated to be included on the August Board agenda for consideration/approval.

DaVinci: DaVinci is to move to an alternate location whereby Unipak would downsize its facility by 15,000 and SMAA would in turn lease this portion to DaVinci. The alternative would expedite the project by shortening the permit and construction periods, would be significant cost savings for DaVinci and SMAA would receive current market rent for the space. Zoning modifications are underway to accommodate the school use needed in this project. Lease and amendments for both the Unipak downsize and the relocation of DaVinci are anticipated to be on the August or November Board agenda for consideration and approval.

8.4

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. And it will also include the DaVinci training center to be relocated to a portion of Unipak building which will need additional school zoning.

Dolphin FBO Expansion: Dolphin completed six additional hangars. Dolphin is planning to renovate/redevelop the remaining facilities, and design and permitting is underway.

Atlantic FBO: Atlantic has approved a lease land swap of undeveloped hangarminium land for land adjacent to the northeast FBO (Pilot Place). Lease amendment(s) negotiations are underway. Lease amendments are anticipated to be included on the November Board agenda for consideration/approval.

Atlantic has submitted conceptual plans for the expansion of hangars, discussions are underway. In addition, discussions for a Vertiport have commenced with Atlantic, Atlantic acquired Ferrovia Vertiport division.

Geico building and adjacent lots: Properties is in negotiations with Tim Hortons to develop a drive-through restaurant on these lots (received first draft LOI). The project would require zoning modifications which will commence shortly. Properties recently granted a short lease extension to the Geico insurance operator in the meantime while zoning/entitlements are in process.

USS storage/Property 9: Redevelopment of USS/Property 9 to an aviation industrial park is in process. Plans for a 100,000-sf light industrial building are 65% complete and moving towards 100%. Discussion/negotiations are underway with various aviation tenants. USS storage is in process of closing out and will only offer truck parking until such time as the industrial building commences construction.

Property #10/M-lot hangars: ASG lease to continue until such time ASG transitions into its hangar under construction. Elixir aircraft continues working towards its FAA certification and will transition into the hangars once certified.

The airport is negotiating with Atlantic FBO to take back non-performing lease areas for the development of an additional hangar plus an increase in parking areas for both Elixir hangars and MTC. Amendment forthcoming in August.

Property #2/Tallevast: Properties continues to market and are reviewing/considering a developer to jointly develop Property 2 with SMAA.

Sarasota Bradenton Aviation Inc.: Lease negotiations and site planning are underway with Sarasota Bradenton Aviation for a 30,000-sf storage hangar and is anticipated to be on a future agenda for consideration/approval.

Elixir: Elixir obtained FAA approval and the announcement was given at the Oshkosh air show in July.

CONCESSIONS:

All concessions within the ground boarding Concourse A are in full operation. Redevelopment of concessions within the Terminal and Concourse B continues with new concessions openings, temporary concessions and additional concessions construction scheduled over the next several months. Properties is also in discussions with Tim Hortons to add a kiosk at the east end of Concourse A.

→ **HMS Host:** The Salty Key Bar has commenced operations near Gate B-9.

PARKING/GROUND TRANSPORTATION/RENTAL CARS:

A Parking (and Rental Car) study is ongoing, a presentation was made at a Board workshop, proceeding with further preliminary planning as directed.

Meetings with the three car rental companies continue with discussions, short-term and long-term plans. The addition of a fourth rental car company, Sixt, has been awarded and is in design with operation to commence in November 2025.

Sixt will operate a counter at the far west end of baggage claim, along with a ready return area in a lot west of the GTC.

Uber/Lyft staging was relocated to the Tower Road Lot effective August 15th and released the former lot back to New College.

8.4

GENERAL AVIATION:

**T-HANGAR MONTHLY STATUS REPORT
FOR THE MONTH OF AUGUST 2025**

Item	Qty.	No. Leased	Wait List	Leased %	Monthly Rate	Monthly Rent	Annual Rent
T-Hangars							
51'5 W Oversize	4	4	21	100%	\$2,040.00	\$8,160.00	\$97,920.00
48' W Large	27	27	74	100%	\$835.00	\$22,545.00	\$270,540.00
42' Standard (42' wide)	104	104	127	100%	\$610.00	\$63,440.00	\$761,280.00
42' W Standard w/additional 176 sq. ft. storage	4	4	3	100%	\$755.00	\$3,020.00	\$36,240.00
42' W Standard Discounted rate for CAP & EAA	2	2		100%	\$250.00	\$500.00	\$6,000.00
Storage Rooms	4	2		50%	\$120.00	\$240.00	\$2,880.00
Storage Rooms (Discounted rate for CAP & EAA)	2	2		100%	\$10.00	\$20.00	\$240.00
TOTAL	147	145	225			\$97,925.00	\$1,175,100.00

General: Advertising, Ground Transportation permitting, Uber/Lyft oversight, 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, project planning and staff meetings.

**Operations Department
Monthly Report
August 2025**

Projects and Activities

- Operations attended meetings for the Sheltair, Taxiway A rehabilitation, Overflow Parking Lot A, and terminal concession construction projects.
- Operations conducted multiple surveyor, vehicle and aircraft escorts throughout the month.
- Operations responded to multiple wildlife and FOD calls throughout the month, involving opossums, raccoons, coyotes, birds, etc.
- Operations corrected several minor issues with the Access Control System during the month.
- Director, Airport Operations attended the Annual Florida Airports Council Conference in Tampa 08/03 – 08/06.
- Runway 14/32 was closed, midnight to 5:30AM for Taxiway A related survey work on 08/2, 8/6 & 7, 8/25 – 29.
- Taxiway A closed from Runway 4/22 to Taxiway R4 on 08/04 & 05 for survey work.
- Taxiway A closed from Runway 4/22 to Taxiway A4 on 08/12 & 13 for survey work.
- Taxiway A closed from the approach end of Runway 14 to Taxiway T1 on 08/14 & 08/15, 08/18 – 21 for survey work.
- 08/22 – Lightning Alerting/Warning equipment added to Concourse A.

Alerts and Incidents

- 08/06 – Alert I: Cessna Skymaster reported engine issues shortly after departing SRQ and was circling back to land. Aircraft landed without incident on Runway 22 and taxied to the J Hangars.
- 08/07 – Alert II: Piper Saratoga diverted (SPG – EYW) to SRQ due to high carbon monoxide alert in cockpit. The aircraft landed without incident on Runway 22 and taxied to Atlantic Aviation North.
- 08/13 – Alert II: While flying north bound from North Captiva Island to Tampa General Hospital, a medical helicopter started experiencing a dangerously high RPM indication from one of the two turbines powering the main rotor. The pilot elected to make an emergency landing at SRQ and advised ATC of his intentions. The aircraft made a successful skidding landing on Taxiway B, between Taxiway B1 and Taxiway E. No persons onboard the aircraft were injured, due to the emergency landing, however the medical patient being transported was taken to SMH by ARF6. Operations coordinated aircraft removal with FAA and local aircraft repair facility.

Miscellaneous Activities

August 2025 Activity	2025	2024	% +/-
Medical Runs Dispatched by AIRCOM	25	31	-19%
Medical Runs requiring County EMS Response*	2	8	-75%
Aircraft Alerts/Incidents	3	5	-40%
NOTAMs Issued	80	66	21%
Notice of Violations	1	2	-50%
CHRC (Fingerprint check) conducted	63	82	-23%
New I.D. Badges Issued	88	94	-6%
I.D. Badges Renewed	167	136	23%
Security Threat Assessments	**	320	**
Computer Based Training Classes completed	585	465	26%

*On 7/16 ARFF ALS EMS & Ambulance Transport began service.

**Statistic not available this month due to the transition from Telos to TSC.

August 2025		FIRE DEPARTMENT ACTION REPORT		Aug-25		Prior Year	
SAFETY INCIDENT/RESPONSES							
TYPE OF RESPONSE	AREA OF RESPONSE	NUMBER OF	TOTAL YEAR	2024	2024		
		RESPONSES	TO DATE	August	YTD		
EMT FIRST AID RESPONSES:	Ticket wing	2	23	1	24		
	Main	5	35	3	20		
	Baggage Wing	2	30	2	30		
	Escalator		0		1		
	Curbside	1	29	3	42		
	2nd Floor		19	2	24		
	3rd Floor		1		1		
	TSA Checkpoint		9	5	21		
	Walk-in		0		2		
	Restaurant		2	1	1		
	Concourse 1st	1	24		7		
	Concourse 2nd	5	96	8	94		
	Concourse A		14				
	Ramp	2	12	2	6		
	Aboard Aircraft		38	7	53		
	Parking lot		13	1	19		
	Toll Booth		0		0		
	Airfield	2	6	1	3		
	Other/Unkown	4	17	3	9		
	TOTAL EMT FIRST AID:	24	370	39	379		
FIRE RESPONSES:	Aircraft Fire	0	0		0		
	Structural Fire	0	1		2		
	Vegetation Fire	0	2		2		
	Vehicle Fire	0	0		1		
	Trash Fire	0	1		1		
FIRE ALARM RESPONSES:	Fire Alarms	1	23	3	25		
	Bomb Scare	0	0		0		
	TOTAL FIRE / ALARM:	1	27	3	31		
HAZARDOUS MATERIALS RESPONSES:	Fuel Spill	0	5		6		
	Chemical Spill	0	4	1	2		
	Other	0	5	9	39		
	TOTAL HAZARDOUS MATERIAL:	0	14	10	47		
AIRCRAFT EMERGENCY RESPONSES:	Alert I	1	4	1	4		
	Alert II	2	14		17		
	Alert III		3		4		
	Stand By/Hot Fuel	3	18		16		
	TOTAL AIRCRAFT EMERGENCY:	6	39	1	41		
SUPPLEMENT REPORT		25	196		36		
	TOTAL RESPONSES	56	646	53	534		

FIRE DEPARTMENT ACTION REPORT
August 2025

Days in Alarm Date/Time	District	Incident Type	Incident Narrative
8/1/2025	Ticket Wing	Fill Sprinkler System	Manning , Morson 8/1/2025 10:48:07 AM -04:00:ARFF crew was notified to refill system
8/3/2025	Main Terminal Ramp	Service Call, other	McPherson, Jordan 8/3/2025 7:38:23 PM -04:00:At approximately 1030, Aircom called the fire station requesting a truck to wash "waste" off the terminal ramp. ARFF3 responded to B8 and met with airport operations, who stated that the grease traps were overflowing and that Tim Russler requested ARFF to clean it up, and that no one is coming to do anything about it until Monday. ARFF3 investigated, saw no immediate hazards or dangers so ARFF3 went to Aircom for further investigation. ARFF3 called ARFF1 to respond also, upon arrival ARFF units met with Aircom and discussed that there is no safe and efficient way to wash the grease off the terminal ramp and that we are on emergency use only and need to have our resources in ready mode in case of an actual emergency. Aircom agreed that there was no effective way and apologized for calling us out stating "it was told to pass it to ARFF to clean up and handle". ARFF1 and ARFF3 cleared and became available.
8/6/2025	Runway 4/22	ALERT 1	Barnard , Jason 8/7/2025 10:54:01 AM -04:00:ARFF received notification via hotline of an Alert 1, skymaster, 10 miles from runway 22 with rough engine. Aircraft landed without incident and taxied to Atlantic North.
8/7/2025	Airfield	ALERT 2	Bogie, Dino 8/7/2025 2:19:00 PM -04:00:Piper freedom n476rc5 #114702 Pilot reports while heading to Key West was alerted to carbon monoxide alarm initiation. Pilot called alert and Landed 04 without further incident. No injuries, 4sob Fuel load is full. Pilot taxied to Atlantic North and is in contact with a mobile mechanic.
8/7/2025	Main Terminal Ramp	Aircraft Hot Fuel	Cavallo , Dennis 8/8/2025 1:03:08 AM -04:00:Safety base was notified via landline from Aircom that a jetBlue aircraft Tail# N637JB was in need of a hot fuel at Hard Stand #2 and requested ARFF to stand by. ARFF2 went enroute. ARFF2 staged with turrets deployed while the aircraft was fueled without incident. Once Hot Fueling was complete, ARFF2 went available returning to quarters.
8/10/2025	Ticket Wing	Dispatched & canceled en route	Cavallo , Dennis 8/10/2025 2:19:09 PM -04:00:Safety base was dispatched for a medical duress call at 6000 Airport Circle. ARFF6 went enroute. No patient location was provided, in which ARFF6 personnel and other Airport employees started searching the main terminal building for the PT. Aircom notified ARFF6 the PT had been located near the Delta ticket counter and explained it was accidental and no medical care was needed. ARFF6 was able to locate the individual in the ticket wing, an airport employee whom must have bumped her phones app by accident because she didn't need any assistance whatsoever. The individual didn't appear to be in any distress and ARFF6 felt it was safe to clear the scene. ARFF6 went available returning to quarters.
8/11/2025	Fire Station	Fill Sprinkler System	Goncalves, Felipe 8/11/2025 4:24:24 PM -04:00:ARF was notified that work on the second-floor bathrooms were completed and the contractor requested that the sprinkler system be refilled.
8/11/2025	Fire Station	Drain Sprinkler System	Goncalves, Felipe 8/11/2025 4:16:50 PM -04:00:ARF was requested to drain the sprinkler system at the fire station for work being done in the bathrooms.
8/12/2025	Main Terminal 1st Floor	Drain Sprinkler System	Barnard , Jason 8/13/2025 10:37:51 AM -04:00:Drained then refilled sprinklers of MT-1, for demo work curbside.
8/13/2025	Main Terminal 1st Floor	Defective elevator, no occupants	Eposito, Nick 8/13/2025 3:52:52 PM -04:00:ARFF personnel was toned out for an elevator entrapment at the glass elevators at the Main Terminal. ARFF personnel arrived to find that the elevator was opened manually by APD (Airport Police). The entrapped people were no longer on scene and didn't require any assistance per APD. Crew assisted facilities personnel in trying to reset the elevator to which it still didn't work correctly. The elevator was taken out of service. ARFF crew cleared and returned to quarters.
8/13/2025	Taxiway B	ALERT 2	Cavallo , Dennis 8/13/2025 10:00:35 PM -04:00:Safety base was toned out for an Alert2 landing approach end of RW32 @Alpha on Taxiway Alpha with 5 souls onboard. ARFF units went enroute. While enroute ARFF units were notified that the Aircraft was now going to land on Taxiway Bravo. Arff units proceeded to cross RW32 to Charlie Taxiway with permission to gain access to the aircraft. Once the aircraft landed ARFF gained information from the flight crew that they were air transporting a burn patient to Blake medical center and was now requesting ground transport from SRQ ARFF6. The patient was moved to ARFF6s stretcher without incident, as well as the flight crew providing patient care. The Flight medic/nurse requested the use of ARFFs narcotics (ketamine) so he could continue sedation on his patient. ARFF 6 cleared the scene enroute to Blake Medical Center. ARFF 2&3 remained on scene to game plan removal of the inoperable Lee County EMS Lee Flight N633LC from Taxiway Bravo. Once ARFF determined they didn't have proper equipment to remove without damaging the aircraft, Taxiway Bravo was closed on either side of the down aircraft. The scene was left with Operations 1 and ARFF 2&3 went available returning to quarters. Pilot info Name-Derrick V Rodriguez DOB 10-07-1968 Phone #-912-463-3366 Cert# 3569905 Class-ATP Emergency landed @ SRQ Taxiway Bravo due to #1 Engine computer failure and proceeded to land using engine#2. 70 gallons of fuel onboard.

September 29, 2025 Regular Mtg & PH - Department Reports

8/17/2025	Fire Station	Assist Other Agency	Sharpe , Benjamin 8/17/2025 10:16:10 PM -04:00:On the date and time stated above, received a phone call request from Manatee County 911 to set up a Landing Zone (LZ) for an incoming AirMed unit from Tampa General Hospital to receive a "near-drowning" pediatric patient inbound from Manatee County EMS. Safety Base acknowledged and arranged the LZ, according to our protocol. Cones were placed, blocking the parameter road at SBA and at "the Throat" for the Fire Station. Cedar Hammock Engine 241, a CHFR Battalion Chief, EMS Alpha-3 and an EMS Chief arrived, staging on the Fire Station's south side to await the Helicopter. Within minutes, the helicopter landed, as staged @1606, and Patient Transfer was initiated. Patient Transfer concluded with Helicopter safely airborne @1618. With no further service required, ARFF escorted EMS and CHFR crews off the airfield and the security barriers were collected.
8/19/2025	Main Terminal 1st Floor	Drain Sprinkler System	Bogie, Dino 8/20/2025 10:38:34 AM -04:00:Drain and fill zone 8
8/20/2025	Main Terminal 1st Floor	Drain Sprinkler System	Sharpe , Benjamin 8/21/2025 10:31:50 AM -04:00:On the date and time specified above, received request from Magnum Builders to drain the sprinklers in the Main Terminal overhang, curbside. ARFF acknowledged and responded, after deactivating the waterflow alarms for the area on the FACP at the station. Capt. Sharpe met with the contractor to confirm the work area and its scope before draining the Main Terminal 1st floor. While attempting to drain the inspector test valve, it was found that a separate contractor was cutting concrete in the drain area and had removed the spacing pipe in the ground, separating the drainpipe from the drainage stem. ARFF carefully manipulated the remaining pipe as to not create a large mess in the draining of the sprinkler system water. Upon completion, the Contractor was advised that work could begin. ARFF would be advised when the work was completed for the evening. ARFF-5 returned to quarters.
8/21/2025	Main Terminal 1st Floor	Fill Sprinkler System	Sharpe , Benjamin 8/23/2025 11:19:37 AM -04:00:On the date and time specified above, received request to refill the sprinkler system at the Main Terminal, noting the completion of work to the overhang sprinklers curbside. ARFF acknowledged and responding in ARFF-5. Waterflow alarms were disabled prior to responding from the station's FACP. Due to construction work in the area of the inspector test valve, the valve was closed prior to refill of the system to avoid area flooding (no piping attached). ARFF-5 disabled the Fire Pump and opened the riser for the Main Terminal 1st floor. As the riser was opened, the drain valve was closed to allow the pressure to rise for all areas. Once the pressures were at operational levels, ARFF-5 went to the inspector's test valve and opened it slowly to expel as much air as possible, manually manipulating the remaining pipe into the drain to attempt the area from flooding. With the water steadily coming out, the inspector valve was closed, and the pressure was allowed to build again. When back to operational pressure, ARFF confirmed that no leaks were present with the contractors on-scene. With no further service required, ARFF cleared the scene, returning all alarms and the Fire Pump to service.
8/22/2025	Ticket Wing	Assist Other Agency	Esposito, Nick 8/22/2025 12:31:25 PM -04:00:Crew was asked to disable a horn and strobe box outside of the East Ticket wing. Crew disabled and asked contractor to inform them when work was completed to reenale system.
8/22/2025	OTHER/NOT LISTED	Drain Sprinkler System	Esposito, Nick 8/22/2025 12:27:23 PM -04:00:Crew drained the Sprinkler System at Facilities 1st and 2nd floor.
8/22/2025	OTHER/NOT LISTED	Fill Sprinkler System	Esposito, Nick 8/22/2025 3:04:11 PM -04:00:Crew restored the sprinkler system at Facilities 1st and 2nd floor.
8/23/2025	Main Terminal 1st Floor	Assist Other Agency	Esposito, Nick 8/23/2025 10:47:03 AM -04:00:Crew was notified by Mike Mans to assist with waterflow checking with Defender. Crew assisted with control panel operations as well as waterflow locations. After work was completed, crew returned to quarters.
8/25/2025	Main Terminal 1st Floor	Removal of victim(s) from stalled elevator	Bogie, Dino 8/25/2025 7:03:14 PM -04:00:Responded to stalled elevator (3rd floor) hard reboot electrically and reboot via panel
8/25/2025	OTHER/NOT LISTED	Drain Sprinkler System	Bogie, Dino 8/25/2025 2:11:52 PM -04:00:Drain facilities for sprinkler work
8/25/2025	OTHER/NOT LISTED	Fill Sprinkler System	Bogie, Dino 8/25/2025 7:10:39 PM -04:00:refill system facilities
8/25/2025	Main Terminal 1st Floor	Drain Sprinkler System	Bogie, Dino 8/25/2025 11:55:06 PM -04:00:Drain zone 4 baggage
8/26/2025	Main Terminal 1st Floor	Fill Sprinkler System	Bogie, Dino 8/26/2025 12:27:15 AM -04:00:Refill system zone 4 baggage wing
8/28/2025	Main Terminal 1st Floor	Drain Sprinkler System	Bogie, Dino 8/29/2025 12:02:25 AM -04:00:drain fire suppression system zone 8
8/28/2025	Main Terminal 1st Floor	Fill Sprinkler System	Cook, Kenton 8/28/2025 6:20:46 AM -04:00:ARFF 3 REQUESTED TO REFILL SPRINKLER SYSTEM. SYSTEM RESTORED WITH OUT INCIDENT. ARFF 3 IN SERVICE.
8/28/2025	OTHER/NOT LISTED	Service Call, other	Bogie, Dino 9/1/2025 2:13:24 AM -04:00:Wash dolphin ramp
8/28/2025	Main Terminal 1st Floor	Drain Sprinkler System	Barnard , Jason 8/28/2025 10:52:14 AM -04:00:Drained Main Terminal first floor for sprinkler work
8/28/2025	Concourse B 2nd Floor	Smoke scare, odor of smoke	Cook, Kenton 8/28/2025 10:25:01 AM -04:00:SAFETY BASE DISPATCHED TO GATE BRAVO 2 FOR SMELL OF SMOKE IN THE CONCOURSE. U/A NOTHING SHOWING FROM EXTERIOR. CREWS MADE ENTRY VIA BRAVO 2 AND PROCEEDED WITH INVESTIGATION USING THERMAL. AREA FULLY INSPECTED WITH NO FIRE CONDITIONS FOUND INTERIOR OR EXTERIOR. ARFF UNITS CLEADED SCENE WITH NO HAZARDS.
8/29/2025	Main Terminal 1st Floor	Fill Sprinkler System	Bogie, Dino 8/29/2025 5:53:34 AM -04:00:REFILL ZONE 8

8/31/2025	Main Terminal Ramp	Aircraft Hot Fuel	Sharpe , Benjamin 9/1/2025 10:42:33 AM -04:00:On the date and time specified above, received Hot Fuel standby request from JetBlue via AirCom at Hardstand #2. ARFF acknowledge with ARFF-3 responding. ARFF-3 arrived and positioned at the nose of the aircraft after 360 size-up. Fuelers were already positioned, attaching the single-point and static discharge. Air stairs were brought to the aircraft by Operations. This unit stood by until fuelling operation completed with no incident. With operation completed, this unit cleared and returned to quarters.
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OPERATIONS DEPARTMENT NOISE MONITORING AND FLIGHT TRACKING MONTHLY REPORT AUGUST 2025

The chart to the right displays the distribution of noise complaints for the month of **August 2025**. There was **1 webform** which generated **1 complaint**.

Of the total complaints, **100% were from Sarasota County**. The average number of calls/webforms/emails received for the month was **.03** per day.

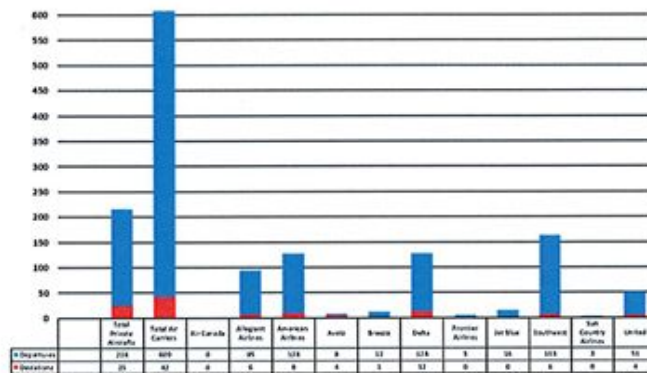
Citizen Comments August 2025



Flight Tracking & Runway 32 Deviation data is for **August 2025**. There were **42 air carriers**, and **25 private jet deviations** observed during this period.

In **August 2025**, Delta (DAL) had 12 deviations, American (AAL) had 9 deviations, Southwest (SWA) had 6 deviations, Allegiant (AAY) had 6 deviations, United (UAL) had 4 deviations, Avelo (VXP) had 4 deviations and Breeze (MXV) had 1 deviation. This office continues to work with representatives from the airlines, private jets and the SRQ ATCT to ensure compliance with SRQ Six & TIDES One Departure Procedures (NADP for Runway 32).

Runway 32 Departures / Deviations August 2025



RUNWAY UTILIZATION

The overall runway utilization for the month of **August 2025** is distributed as follows:

Operations	Runway 04	Runway 22	Runway 14	Runway 32
Arrivals	1%	7%	38%	54%
Departures	8%	11%	37%	44%

**SARASOTA MANATEE AIRPORT AUTHORITY
POLICE ACTIVITIES - AUGUST**

CRIMES	2022	2023	2024	2025
ASSAULT/BATTERY	1	0	1	1
BOMB THREATS	0	0	0	0
GRAND THEFT AUTO	1	0	0	0
DAMAGE TO PROPERTY	1	2	0	0
DISORDERLY CONDUCT	2	3	2	0
FIELDS INTERVIEWS	1	6	7	12
DOMESTIC VIOLENCE	0	0	0	0
NARCOTICS	0	0	1	0
PERSONAL PROPERTY THEFT	0	0	1	0
RECOVER GRAND THEFT AUTO	1	0	0	1
SUSPICIOUS PERSON	12	4	7	3
SUSPICIOUS VEHICLE	2	2	2	2
TRESPASS	5	1	6	6
OTHER CRIMES	2	0	0	0
TOTAL:	28	18	27	25
PATROLS				
AOA	119	119	143	67
CONCOURSE PATROL	166	163	176	312
SECURITY CHECKPOINT	138	206	237	179
GROUND TRANS	46	42	26	66
PARKING LOTS	140	143	204	138
PERIMETER (INSIDE)	24	68	71	36
ROADWAY	129	139	190	117
BAGGAGE AREA PATROL	114	135	114	163
TACTICAL PATROLS	19	44	83	5
SECURITY PATROLS	322	400	442	420
TOTAL:	1217	1459	1686	1503
ASSISTANCE				
BAKER/MARCHMAN ACT	4	2	2	2
CUSTOMERS	32	28	5	12
MOTORISTS	5	2	4	4
OUTSIDE AGENCIES	8	3	5	6
SMAA EMPLOYEE/DEPT	0	1	0	0
TENANTS	14	10	10	5
MEDICAL CALLS	26	19	30	18
LOST & FOUND LOGGED	51	50	48	67
LOST & FOUND RETURNED	21	20	21	34
LOST & FOUND INQUIRIES	181	237	285	233
TOTAL:	342	372	410	381

INSPECTIONS	2022	2023	2024	2025
COMMERCIAL INSPECTION	24	27	7	8
GATE INSPECTION	111	126	169	216
GT INSPECTION	320	204	10	148
SIDA CHECK	146	139	175	225
OTHER INSPECTIONS	0	0	0	0
TOTAL:	601	496	361	597
TRAFFIC				
DISABLED VEHICLE/TOWING	1	3	0	1
PARKING TICKETS	13	4	4	5
TRAFFIC CRASHES	3	2	3	3
TRAFFIC CITATIONS	4	2	9	2
WARNINGS	0	1	23	1
OTHER TRAFFIC	3	0	0	0
TOTAL:	24	12	39	12
CHECKPOINTS				
AOA BREACH	0	0	0	0
ASSIST ASM MISC	0	2	1	5
CHECKPOINT BREACH	0	0	0	0
DOOR ALARMS	7	4	1	0
NARCOTICS	0	0	0	2
EXIT LANE ALARM	0	0	1	0
EXIT LANE BREACH	0	0	0	0
OTHER	0	0	2	0
TOTAL:	7	6	5	7
WEAPONS				
EXPLOSIVES	0	0	0	0
FIREARM PARTS/AMMO	0	0	1	0
FIREARMS AT CHECKPOINT	0	1	2	2
UNDECLARED WEAPONS	0	0	1	0
OTHER WEAPONS	0	3	0	0
TOTAL:	0	4	4	2
ARRESTS				
ARRESTS FELONY	1	0	2	0
ARRESTS JUVENILE	0	0	0	0
ARRESTS MISD	1	1	3	3
SAO REFERRAL	0	0	0	0
NOTICE TO APPEAR	0	1	2	3
OTHER ARRESTS	0	0	0	0
TOTAL:	2	2	7	6

SARASOTA MANATEE AIRPORT AUTHORITY DEVELOPMENT/COMMUNITY RELATIONS & ACTIVITY REPORT AUGUST ACTIVITY 2025

SRQ AMBASSADORS

In August, the SRQ Ambassadors volunteered 1,015.02 hours. Our ambassadors gave 3 guided tours with 62 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: August 1 – August 31, 2025

Aug. 1	Meeting with Bradenton Area CVB at Bradenton Convention Center
Aug. 2 – 6	Attended Florida Airports Council – Annual Conference in Tampa
Aug. 7 – 9	Attended event in Pittsburgh with BACVB, Spirit Airlines, and Avelo Airlines
Aug. 12	Call with Sarasota Herald Tribune – RE: Allegiant Service
Aug. 14	Call with Williams Parker to discuss SRQ's Social Media Policy
Aug. 15	Teleconference with FAA – RE: New College NRAs. Teleconference with Team Success. Teleconference with Media Garage. Teleconference with Sarasota County – RE: Breeze Transit.
Aug. 19	Attended SRQ Tenant Manager's Meeting
Aug. 25	Teleconference with Southwest Airlines
Aug. 26	Teleconference with Allegiant Air
Aug. 27	Teleconference with Breeze Airways. Attended dinner with BACVB and Allegiant Airport Affairs representative

Fredrick Piccolo, President, CEO: August 1 – August 31, 2025

August 1	SPEAKER: Discovery Village at Sarasota Bay
August 4	SPEAKER: Opening Ceremony – Florida Airports Council Conference, Tampa
August 6	FAC Leadership Awards – Acceptance of Lifetime Honorary Member Distinction Award by Florida Airport's Council
August 8	USF BOT Finance Committee Teams Meeting
August 14	USF BOT Special Teams Meeting
August 15	USF BOT Governance, Finance, Audit and Compliance Teams Meeting
August 28	USF BOT Special Teams Meeting

Mr. Piccolo participates in various impromptu media interviews throughout the month

ACTIVITY REPORT

August 2025

ACTIVITY REPORT
SARASOTA-MANATEE AIRPORT AUTHORITY
SARASOTA BRADENTON INTERNATIONAL AIRPORT

ACTIVITY MONTH: AUGUST

	2025		2024		%	
					CHANGE	
AIRCRAFT OPERATIONS						
ITINERANT						
AIRLINES	2,143	1,922		11.50%		4.26%
AIR TAXI	1,151	1,107		3.97%		25.43%
GENERAL AVIATION	4,431	4,873		-9.07%		-17.25%
MILITARY	91	69		31.88%		-5.13%
TOTAL ITINERANT	7,816	7,971		-1.94%		-5.91%
GENERAL AVIATION (Local)	2,722	4,104		-33.67%		-26.58%
TOTAL OPERATIONS	10,538	12,075		-12.73%		-11.30%
TOTAL PASSENGERS:						
ON	133,087	129,432		2.82%	2,163,209	2,231,861
OFF	128,587	127,249		1.05%	2,143,851	2,224,013
TOTAL	261,674	256,681		1.95%	4,307,060	4,455,874
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SARASOTA BRADENTON INTERNATIONAL AIRPORT
TOTAL PASSENGERS - AUGUST 2025
MONTH / YEAR-TO-DATE COMPARISON

AIRLINES	MONTH			YEAR-TO-DATE			YTD MKT SHARE	
	2025	2024	% CHG	2025	2024	% CHG	2025	2024
[MAJOR CARRIERS]								
AIR CANADA	0	0	0.0%	15,254	12,287	24.1%	0.5%	0.4%
ALLEGiant	53,085	40,394	31.4%	717,369	541,471	32.5%	23.1%	17.7%
AVELO	3,086	2,581	19.6%	47,748	45,480	5.0%	1.5%	1.5%
BREEZE	4,206	4,080	3.1%	104,887	42,860	144.7%	3.4%	1.4%
DELTA	63,715	65,938	-3.4%	625,809	621,118	0.8%	20.2%	20.3%
FRONTIER	2,741	9,082	-69.8%	81,147	111,279	-27.1%	2.6%	3.6%
JETBLUE	8,183	7,506	9.0%	151,469	123,733	22.4%	4.9%	4.1%
UNITED	25,061	24,984	0.3%	260,691	315,253	-17.3%	8.4%	10.3%
AMERICAN	33,584	36,476	-7.9%	400,956	449,983	-10.9%	12.9%	14.7%
SOUTHWEST	58,733	57,891	1.5%	657,584	764,448	-14.0%	21.2%	25.0%
SUN COUNTRY	475	0	100.0%	40,644	29,995	35.5%	1.3%	1.0%
MAJOR TOTAL:	252,869	248,932	1.6%	3,103,558	3,057,907	1.5%	100.0%	100.0%
(AFFILIATE AIRLINES)								
MESA AIRLINES-United Express	0	0	0.0%	8,777	10,432	-15.9%	14.0%	22.2%
PSA AIRLINES -American	4,389	3,674	19.5%	30,049	23,908	25.7%	48.1%	50.8%
REPUBLIC-American	3,358	3,757	-10.6%	4,785	10,065	-52.5%	7.7%	21.4%
Republic - United	0	0	0.0%	6,600	284	2223.9%	10.6%	0.6%
Republic-Delta	281	0	100.0%	6,397	0	100.0%	10.2%	0.0%
SKY WEST - United	0	0	0.0%	1,116	1,888	-40.9%	1.8%	4.0%
ENDEAVOR-Delta	0	0	0.0%	0	0	0.0%	0.0%	0.0%
ENVOY-American	124	0	100.0%	4,776	525	809.7%	7.6%	1.1%
REGIONAL TOTAL:	8,152	7,431	9.7%	62,500	47,102	32.7%	100.0%	100.0%
[DOMESTIC-CHTR]								
SUN COUNTRY	653	318	105.3%	2,588	2,263	14.4%	4.1%	100.0%
SUBTOTAL:	653	318	105.3%	2,588	2,263	14.4%	4.1%	100.0%
CHARTER TOTAL:	653	318	105.3%	2,588	2,263	14.4%	0.1%	0.1%
GRAND TOTAL:	261,674	256,681	1.9%	3,168,646	3,107,272	2.0%	100.0%	100.0%

Kump
9/10/25

8.6

		2025			2024			YOY	
JAN	236,887	131,722	0	368,609	JAN	252,136	143,683	395,993	-6.9%
FEB	270,909	156,805	338	428,052	FEB	272,628	157,427	430,348	-0.5%
MAR	360,901	236,561	334	597,796	MAR	315,612	237,645	553,521	8.0%
APR	318,634	169,949	304	488,887	APR	259,620	183,220	443,089	10.3%
MAY	232,832	134,157	257	367,246	MAY	221,489	148,682	370,461	-0.9%
JUNE	218,238	115,077	539	333,854	JUNE	203,370	133,946	337,656	-1.1%
JULY	217,210	105,155	163	322,528	JULY	193,328	125,860	319,523	0.9%
AUG	161,783	99,238	653	261,674	AUG	159,396	96,967	256,681	1.9%
SEPT	0	0	0	0	SEPT	128,676	81,243	209,919	-100.0%
OCT	0	0	0	0	OCT	126,931	66,706	194,005	-100.0%
NOV	0	0	0	0	NOV	211,924	117,137	329,375	-100.0%
DEC	0	0	0	0	DEC	257,652	147,463	405,115	-100.0%
TOTAL:	2,017,394	1,148,664	2,588	3,168,646	TOTAL:	2,602,762	1,639,979	4,245,686	-25.4%

**SARASOTA MANATEE AIRPORT AUTHORITY
ENGINEERING, PLANNING & FACILITIES ACTIVITY REPORT
August, 2025**

ENGINEERING➔ **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, construction was substantial complete March 2025. Staff are preparing closeout documents and are working with TSA to fund three uninterruptable power supplies (UPSs) for each of the EDS machines. The new UPS unit is stored on-site; electrical panel delivery is delayed. Installation is now estimated for October 2025.

➔ **QTA/Overflow Lot A Project**

- ➔ The Consolidated Quick Turn Around (QTA) project will relocate all three rental car families to one lot to perform maintenance, fueling, cleaning, and storage. The Project will allow for future development of property along University Parkway and will improve efficiency of the Rental Car's Quick turn-around process. Project was advertised for architectural/engineering qualifications, and the Authority selected PGAL to design, permit, and bid the project. The QTA project has been postponed, allowing for incorporation of the QTA into the parking garage project. The planned site will be converted to RAC vehicle storage and overflow passenger parking. This phase will install stormwater infrastructure, fencing, asphalt pavement and sidewalks. Plans were revised and the project was advertised for construction bids; the low responsive bidder was approved at the March 2025 Board meeting. SMAA continues to coordinate with Sixt RAC to provide a storage lot for their operations. Minor construction elements will be added by change order to the contractor. Former AVIS RAC building was demolished, the contractor is working on site preparation, project completion is anticipated by the end of December 2025.

➔ **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, buses, 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 is substantially complete with project. Wayfinding sign changes are complete. The driver's building was opened for use on September 8, 2025. Staff is working with AVCON and contractor to change order resurfacing of General Spaatz Blvd.

➔ **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. Contractor is working on removing shell and adding a playground fence. Staff is working on closeout, anticipated in October.

➔ **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 Project was determined to be substantially complete in February, and the contractor has submitted a claim for additional time and costs, mediation was conducted and a settlement was agreed upon. The contractor has provided all required items for project closeout with the FAA and the settlement has been paid out.

➔ **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: Escalator and Terminal Carpet Replacement; Contractor is substantially complete.
- Work Package 2: Concourse B; Contractor is substantially complete.
- Work Package 3: Utility Packager; Contractor is substantially complete.
- Work Package 5: Ground Boarding Facility; Contractor is substantially complete.
- Work Package 6: Concourse B Improvements & Dedicated outside Air Systems (DOAS); work package was approved by the Board in August 2024. The contractor has completed installation of grease traps near B6. Electrical panels have been installed. Contractor is installing DOAS over Concourse B. Loop Ceiling substructure and fire sprinklers are being installed and cast-iron roof drain lines are being replaced (PVC).
- Work Package 7: Fire Alarm Upgrades and Modifications. Contractor is substantially complete.

➔ **General Aviation FIS (GAFIS) Project**

The GAFIS 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. Staff advertised the project for bids and the Authority approved the low responsive bidder at the November 2024 Board meeting. A preconstruction meeting occurred on January 16th, 2025, an NTP was issued February 10, 2025. Concrete stem walls and floor were poured. Rough-in for mechanical, electrical and plumbing have started. Project should be complete in early 2026.

➔ **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 (RON) 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. Project is completed, substantial completion letter was issued July 10, 2025 and staff is working on consolidation of the construction project closeout documents.

➔ **Terminal Concessions**

Project will renovate existing concessionaires on Terminal and Concourse B and construct new concessions within the Ground Boarding Facility (GBF). New Concessions will include Huey Magoo's, Motorworks, Starbucks, Dunkin Donuts, Peet's Coffee, Mattison's Grille, Wahlburgers, Anna Maria Oyster Bar, among others. Design drawings are generally complete for all locations; the GBF concessions are in punchout. Seaside, Mattisons, and Starbucks in Concourse B are substantially complete and open, Suncoast Trading Bar in pre security is open, and Dunkin is finalizing design plans; Salty Key Bar and Huey Magoo's have been completed and are operating on Concourse B. Construction of Motorworks, Wahlburgers and Shoppes at Siesta Key is underway and are expected to be complete just before Christmas.

➔ **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. The consultant has completed the planning effort and has participated in a Board workshop. The consultant has submitted final report documents and has begun preparing scope for preliminary design services.

➔ **Environmental Assessment**

Project will conduct an environmental assessment (EA) for the future Concourse A expansion, parking garage, and bag claim expansion. Staff negotiated scope and fee, and project was approved. The draft pre-planning report has been prepared and has been submitted to FAA for their review. Pending approval, the formal EA will begin and has a scheduled duration of one year.

➔ **Taxiway Alpha and Alpha Connectors**

Project will reconstruct and rehabilitate Taxiway Alpha pavement and its connectors. Project will also construct two holding aprons for ADG I aircraft. Staff negotiated scope and fee with Kimley-Horn and Associates, and the project was approved by the Authority. Field work has been completed, and the design is progressing to the 60% deliverable stage.

➔ **Runway 14-32 ROFA Improvements**

Project will relocate the vehicle service road outside the Runway Object Free Area. Staff negotiated scope and fee with Garver, and the project was approved by the Authority. The design kickoff meeting was conducted August 26, 2025, project design is in process. Staff is compiling record files to be used in the design. The Consultant is scheduling field work; topographic survey and underground utilities locates.

➔ **Emergency Operations and Public Safety Complex**

Project will raze the existing ARFF facility, and construct a new facility that houses ARFF, OPS, emergency operations, records, and police. Facility will be constructed to Category IV emergency facility requirements with backup power. Staff negotiated a scope and fee with Mead & Hunt and SMAA approved at the July Special Board meeting, and design is underway. Project is partially funded with Florida Emergency Management grant.

➔ **3rd Floor Observation Deck Renovation**

The Observation Deck was damaged by 2024 hurricane winds, and Sweet Sparkman Architects (SSA) is finalizing design drawings to mitigate water intrusion and restore the exterior perimeter surface.

➔ **Glass Block Replacement Project**

Sweet Sparkman Architects (SSA) was contracted to design the demolition of the existing glass block on the 2nd and 3rd floors and replace with a new curtain wall at exterior locations and add an access ladder from the 3rd floor roof to the 2nd floor roof. SSA has completed the design and DeAngelis Diamond is in the process of obtaining pricing/bids.

➔ **ARFF HVAC Renovations**

Sweet Sparkman Architects (SSA) designed plans to assess the ARFF building's envelope and renovate the HVAC system. Magnum Builders was awarded the bid; the project is substantially complete.

PLANNING➔ **2025 FDOT JACIP**

Staff have updated the FDOT JACIP for FY 2025-2029.

FACILITIES

The Facilities Department is working on multiple projects and maintenance items:

- ➔ **ATCT:** Several lighting repairs. Landscape/irrigation repairs.
- ➔ **GRAPHICS:** Procuring materials for airfield signs. Various informational and parking related signs.
- ➔ **PUBLIC WORKS/AIRFIELD:** Edging of taxiways/runway. Multiple edge lighting repairs. Painting of surface/edge/ramp markings. Airfield sign Replacements. 12-inch water main break repair.
- ➔ **BHS:** The crew is doing PMC&S of BHS and other equipment, as schedule allows. Preparing for UPS installation.
- ➔ **INDUSTRIAL MECHANICS:** Loading bridge repairs, canopy replacements and PMs. Plumbing calls. Loading ramp repairs for GBF. Fabricating frames for PC Air units.
- ➔ **HVAC:** Monitoring plant for functionality as it is being brought online. Commissioning of plant underway. DOAS units at ARFF online and programmed. Observing for performance.
- ➔ **ELECTRICAL/ELECTRONIC SYSTEMS:** Multiple cameras installed and repaired. GBF equipment training and cable for data network. Lamp replacements. Circuitry tracing and redesigning in Baggage wing. Adding house power circuits in Baggage wing and B concourse. Multiple repairs and inspections.

- ➔ **VEHICLE FLEET:** Repairs and PMs to ARFF vehicles and assisting all departments with repairs. Several vehicle repairs and PMs. Shuttle bus repairs. Tractor repairs.
- ➔ **JANITORIAL:** Advertising for floor staff. Storage area redesign.
- ➔ **TOTAL WORK ORDERS: 499**
- ➔ VEHICLE MAINTENANCE/EQUIPMENT REPAIR – 33 PMs, 57 work orders.
- ➔ SIGN/CAD – 11 PMs, 36 work orders.
- ➔ AIRSIDE (Airfield) - 6 PMs, 13 work orders.
- ➔ LANDSIDE (Landscape, Equip Operators, Public Works) – 50 PMs, 15 work orders.
- ➔ INDUSTRIAL TRADES – 141 PMs, 134 work orders.

**SARASOTA MANATEE AIRPORT AUTHORITY
INTERNAL AUDIT/RECORDS RETENTION DEPARTMENT AND INVESTMENT COMPLIANCE REPORT
SEPTEMBER 29, 2025 REGULAR MEETING**

The following is a recap of Internal Audit Department projects and activities during August 2025:

Accounting & Auditing: Continued with documentation of internal controls and other interim audit work for review by external auditors with Plante Moran to assist in their development of detailed transaction testing in connection with the audit of the Authority's fiscal 2025 financial statements.

Monthly Investment Activity Compliance Report: During August, US T-Bills totaling \$9.980 million matured. Proceeds were reinvested in US T-Bills, also totaling \$9.980 million with an average term to maturity of 142 days and an average yield of 4.10%. This activity is compliant with the Authority's duly adopted Investment Policy.

Risk Management and Insurance: Met with insurance agents and representatives from Public Risk Management concerning renewal of property coverage for FY 2026. A small decline in rate is anticipated, however the sharp increase in property values due primarily to Concourse A and baggage handling additions will result in a net increase in the cost of coverage for next year.

Working with prospective engineering firms to provide Hurricane Risk Building Assessment required by FEMA before projects planned for funding with FEMA Hazard Mitigation Grant can commence.

Working with insurance claim adjusters and FEMA/FDEM to recover costs related to Hurricane Milton.

Continued supplying documents to legal counsel in connection with multiple liability suits being defended by our liability insurance carrier. Most claims involve passenger slips and falls on airport property.

Parking and Ground Transportation: Continued serving in a control capacity for the issuance and sale of parking validations and credentials to Authority departments and tenants. In August, a total of 375 validations were issued to six different SMAA Departments.

Records Requests: The Records Department received and processed 17 external/public record requests and 1 internal records request during August.

Records Management: The Records Department received and processed 27 central file records and 7 boxes of paper records in the records inventory software system, the vast majority of which will be stored only electronically in the Laserfiche ECM. Long-term project to scan historical news articles concerning SRQ into ECM was completed during the month.

Thirteen bags of paper documents equaling 9.75 cubic feet were shredded internally after having met retention requirements or becoming no longer of administrative value.

Continuing Education: The RRC and Director completed annual CJIS training and IT security training.

8.8

**SARASOTA MANATEE AIRPORT AUTHORITY
INFORMATION TECHNOLOGY DEPARTMENT
AUGUST 2025**

System upgrades and implementation:

- Evaluation to determine redundancy and environmental needs for Network Operation Centers including upgrade to SMAA electrical vault for network infrastructure.
- Additional fiber installation planned for Terminal and Concourse- In progress.
- Hardware refresh of computer and server systems- Ongoing
- Windows 11 upgrade- In progress
- Security Awareness online training- Renewed/ Ongoing.
- Anti-phishing solution to improve email security – monitoring.

8.9

Common Use:

- Working with airlines on continual support for Ticket/Gate operations- ongoing
- Use of Aerocloud CUPPS for expanded gate capacity- ongoing.
- Evaluation of CUSS Kiosks- in progress
- Working with Facilities and contractors on Frontier Ticket counters- in progress

Phone System:

- ShoreTel phones will continue their upgrade to new Mitel phones- Complete.
- Mitel phone system review- evaluate migrating gate and ticket phones to main Mitel system.

SRQ Web Page:

- Ongoing updates- Website refresh including Home screen updates, Updated pictures and content-in progress.
- Department pages- Each department is responsible for identifying any necessary page updates- in progress
- Marketing request to update maps for Concourse A- Project in progress

IT Assessment

- Ongoing: Updating policies and procedures 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- Migrated to Managed Cloud
- FOTS cabinet upgrades- identify replacement UPS/ Cooling options- Ongoing
- Distributed Antenna System (DAS) install by Crown Castle- Verizon installation in progress.
- Airport Wide WIFI system upgrades- New APs and equipment upgrades- in progress.
- Managed Network Services provider coordination- migration to new vendor in progress
- Expansion of SMAA WIFI throughout Concourse A and B- in progress
- Relocation of Frontier Ticket counter- Facilities built new Ticket Counters- Complete