AGENDA

Airport Office Building, 2nd Floor Conference Room
200 Aviation Drive North
Naples, Florida

Monday, October 8, 2018
1 p.m.

Commissioner Donna M. Messer – Chair and NCC Liaison
Commissioner Michael Lenhard – Vice Chair and Consultant Selection Committee Chair
Commissioner James Rideoutte – Audit Committee Chair, Consultant Selection Committee Member
Commissioner Ted Brousseau – Legal Liaison
Commissioner Kerry C. Dustin, Audit Committee Member
Executive Director: Christopher A. Rozansky
Authority Attorney: William L. Owens, Esq. of Bond, Schoeneck & King, PLLC

Welcome. If you wish to address the Consultant Selection Committee regarding an item listed on the Agenda, please complete a Speaker Registration form and hand it to the Executive Assistant prior to consideration of that item. We ask that speakers limit comments to 5 minutes and that large groups name a spokesperson whenever possible. All written, audio-visual, and other materials distributed to the Committee or staff during this meeting will become the property of NAA and will be a public record. Thank you for your interest and participation.

NOTICE

Formal action may be taken on any item listed on the Agenda below, or added to the Agenda before or during the meeting, or discussed during the meeting without being added to the Agenda. Also, the sequence of items may be changed as the meeting progresses.

Any person who decides to appeal a decision of this Committee with respect to any matter considered at this meeting (or hearing) will need a record of the proceeding and may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be heard.

Any person with a disability requiring auxiliary aids or services in order to participate in this proceeding for meetings at the City Council Chamber may call the City Clerk’s Office at 213-1015, or for meetings at the Airport Office Building, the NAA Executive Assistant’s Office at 643-0733, with requests at least two business days before the meeting.

Information on Action Items and other items which has been provided in advance of this meeting may be inspected at the office of the Executive Assistant, General Aviation Terminal Building, 2nd Floor, 160 Aviation Drive North. Minutes of this meeting will be prepared for Board approval, usually at the next Regular Meeting.
A. **ROLL CALL**

B. **PLEDGE OF ALLEGIANCE**

C. **AGENDA (Add, delete or re-sequence items)**

D. **DISCUSSION ITEM**

1. Interviews and Ranking of Responses to Runway 5-23 Drainage Improvements Request for Qualifications

   a. Hole Montes, Inc. 1:10 p.m.
   b. EG Solutions, Inc. 2:10 p.m.

E. **PUBLIC COMMENTS (Public comments accepted for items not otherwise listed on the Agenda; 5 minute limit)**

F. **CORRESPONDENCE/COMMISSIONER COMMENTS & REQUESTS/MEETINGS**

G. **ADJOURN**

Information on Discussion Items and other items which has been provided in advance of this meeting may be inspected at the office of the Executive Assistant, General Aviation Terminal Building, 2nd Floor, 160 Aviation Drive North. Minutes of this meeting will be prepared for Board approval, usually at the next Regular Meeting.

**NOTE:** The Consultant Selection Committee is comprised of Vice Chair Lenhard and Commissioner Rideoutte. All NAA Commissioners are welcome to attend and can “opt in” to participate and vote.
To: Honorable Chair of the Consultant Selection Committee and Commissioners

From: Christopher A. Rozansky, Executive Director

By: Kerry Keith, Senior Director of Airport Development and Facilities

Meeting Date: October 8, 2018

Re: DISCUSSION ITEM

1. Interviews and Ranking of Responses to Runway 5-23 Drainage Improvements Request for Qualifications (RFQ)

**ACTION REQUESTED:** Interview the two (2) short-listed responding firms and make a rank-order recommendation to the full Board for their meeting on October 18, 2018.

**BACKGROUND:** In compliance with State of Florida requirements, an RFQ for the design of the Runway 5-23 Drainage Improvements Project was issued on August 5, 2018. The RFQ was advertised and posted to our website. The potential respondents were provided an opportunity to pose questions and request additional information through August 29, 2018.

Respondents had until September 14th to submit their response. Two (2) submittals were received, and both were determined to be responsive to the RFQ. They included: Hole Montes Inc. and EG Solutions Inc. The submittals of the shortlisted firms are attached.

The first 10 minutes of the meeting will allow time for Commissioner comments and questions for staff regarding the RFQ and selection process followed by consultant presentations, Commissioner questions and presentation discussion.

After both presentations, the Committee will be asked to provide a ranking of the firms interviewed. With Board approval, staff will work with the selected firm and Authority legal counsel to finalize a contract. The results of the Consultant Selection Committee will be presented to the full Board for approval on October 18th.

**COMMUNICATIONS PLAN:** The two firms will be notified of the final ranking, and the results will be posted on our web site.
REQUEST FOR QUALIFICATIONS

Professional Consulting Services

Runway 5-23 Drainage Improvements

City of Naples Airport Authority
160 Aviation Drive North
Naples, FL 34104

RFQ Issue Date
August 5, 2018

Submittal Date
September 14, 2018
I. NOTICE

In accordance with Florida Statute 287.055, Title 49, United States Code, section 47105(d), Title 49, Code of Federal Regulations (CFR) Part 18, FAA Order 5100.38D, FAA Advisory Circular 150/5100-14E, and ARP SOP 11.00 the City of Naples Airport Authority (NAA) is interested in acquiring Professional Services from firms with demonstrated expertise in airport planning, design, drainage and construction phase services for the Design of Runway 5-23 Drainage Improvements Project at Naples Municipal Airport.

II. TIMELINE

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<td>Request for Qualifications (RFQ) Issue Date</td>
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<td>Request for Information Deadline</td>
<td>August 29, 2018</td>
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<td>Addendum Issued</td>
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<td>RFQ Submittal Deadline</td>
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III. CITY OF NAPLES AIRPORT AUTHORITY

The NAA was created under Laws of Florida 69-1326, as amended, as an independent authority responsible for the operation of the Naples Municipal Airport. It is governed by a five (5) member volunteer Board of Commissioners who are appointed by the Naples City Council. Under their direction, an Executive Director manages the airport and its programs.

The NAA financially supports itself directly from aviation fuel sales and airport user fees, and indirectly by airport user taxes. No local, state or federal general taxes, such as property, utility, sales, intangible or income taxes directly support the NAA. The NAA receives, for certain capital projects, state and federal financial funds.

General information about the Naples Airport Authority can be obtained from our official website http://www.flynaples.com/.

IV. SCOPE OF SERVICES AND DELIVERABLES

This project is for the Design and Construction Phase consultant services of the project only and is not a design-build project. The actual construction of the project shall be determined through a separate competitive solicitation. Design Phase shall include field surveys, geo-technical subsurface exploration, geometric layouts, pavement design, storm water management design and permitting, mitigation, electrical modifications, signage, pavement markings, fence design and bidding services. We will request assistance from our consultant for administration of FAA and FDOT grant programs.
Construction Phase services will include providing a full-time resident project representative, construction progress meetings, site visits, submittal and RFI reviews, evaluation of contractor pay requests and certified payroll, preparation of change orders, coordination of a QA testing program, preparation of conformed documents and Project close-out. The development and application of an integral Safety and Security Plan and maintenance of daily airport operations is crucial.

The Project replaces the swale system in the infield between Runway 5-23 and parallel Taxiway A with a system of inlets and culverts, eliminating aquatic vegetation and standing surface water that is continuously present for five to six months each year. It continues the drainage, grading and wildlife hazard management improvements that have been made at the airport. Additionally, there will be removal of approximately 5 acres of mangroves in the West Quadrant of the Airport that has been determined to be a coyote habitat, as well as installation of perimeter fencing with wildlife deterrent fencing in the same area.

V. CONTENT OF RESPONSES

The following sections and contents are required:

A. A statement of qualifications, including any applicable certificates, registrations, and licensing regarding the work to be performed, accompanied by a brief transmittal letter prepared on the respondent’s company letterhead, with firm name, including any alias, years in business, contact person, address, telephone number, email address and signed by an individual who is authorized to commit the firm to the services and requirements of the RFQ and consequent task orders. The transmittal letter shall also acknowledge any addenda pertaining to this RFQ, and provide proof that the respondent is prequalified with the Florida Department of Transportation to perform the work described herein. Any exceptions to the terms and provisions of the Professional Services Agreement (please see Attachment A) must be noted in the transmittal letter. The NAA maintains the right to reject the respondent’s exceptions.

B. The resume and qualifications of the Project Manager assigned to the project, along with the list of key personnel who will perform the work, their individual resumes, relevant licensing information, and any other documentation of experience with similar projects. List all Subcontractors.

C. List recent (within five years) experience of the firm in similar work and record of successful results of that work, including cost control.

D. At least three (3) recent (within the last five years) professional references from clients who are capable of providing information regarding Project Manager’s ability to manage similar contracts and quality and breadth of services provided on similar projects. Please provide the following:
   a. Reference name
   b. Company name and address
   c. Phone number and e-mail
   d. Summary of scope of services including deliverables

E. The firm’s ability to take on additional projects, and ability to offer the breadth and quality of services required for the project.
F. The firm’s understanding of the services requested, approach to accomplish scope of work and plan for cost control.

G. Project Manager’s relationship with FAA and FDOT – Describe direct involvement and working relationship with the Federal Aviation Administration Orlando Airports District Office and Division I – FDOT Aviation Office.

H. DBE Commitment – Indicate whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Assistance Act. Also indicate the firm’s willingness to assist the NAA in accomplishing its DBE goals for this project. DBE participation of 8.95% of the total contract value of this contract is desired. All goals shall be obtained through 2.25% Race-Neutral and 6.7% Race-Conscious means.

I. The response to this RFQ should be organized in the order set forth above.

VI. INSTRUCTIONS

Respondent shall carefully review and address all of the evaluation criteria outlined in this request. In order to be considered, respondent will demonstrate the firm’s ability to provide the required services as listed in this RFQ. A copy of the Submittal Review Guidelines to be used in assessing each submittal including guidance as to the relative importance we place on each evaluation factor is attached for your information (please see Attachment B). Any data furnished by the NAA is for informational purposes only. The full response shall not exceed twenty-five (25) pages and shall include all resumes requested in section V. B., however, the transmittal letter does not count towards the 25-page limit and all DBE confirmation letters requested in X.A. may be included as an appendix at the end of the submittal.

A. Responses and Deadline

All responses to this RFQ must be submitted to:

    City of Naples Airport Authority
    Department of Airport Development and Facilities
    160 Aviation Drive North
    Naples, FL 34104

    NO LATER THAN SEPTEMBER 14, 2018 AT 3:00 P.M.

Submittals shall be sealed and clearly marked on the outside “RUNWAY 5-23 DRAINAGE IMPROVEMENTS: NAPLES MUNICIPAL AIRPORT”. The delivery of the RFQ response to the NAA prior to the deadline is solely and strictly the responsibility of the responder.

B. Number of Copies

One (1) unbound, one-sided, printed original submittal is required, along with five (5) unbound two-sided copies, and one (1) USB flash memory card (USB flash drive), containing the submittal, exactly like the unbound printed original, in Adobe Acrobat PDF format. Electronic format copy shall be one continuous file. Submissions via facsimile will not be accepted.
C. Rejection of Responses, Cost of Preparation, Public Disclosure

Responding to this RFQ will in no way be construed as a commitment on the part of the NAA. The NAA reserves the right to reject any or all responses. The NAA may waive any irregularities in the RFQ or the submitted responses and may cancel, re-advertise, postpone or modify the RFQ schedule at any time. The NAA is not responsible for any costs incurred during the preparation and submittal of a response to this RFQ. All submittals will become the property of the NAA. The NAA adheres to open records requirements of Florida State Statute Chapter 119, and as such, all materials submitted by the Respondent to the NAA are subject to public disclosure. The Respondent specifically waives any claims against the NAA related to the disclosure of any materials.

D. Requests for Interpretation or Clarification

Questions concerning this RFQ shall be submitted in writing via email, in Microsoft Word format to Kerry Keith, Senior Director of Airport Development at kkeith@flynaples.com by Wednesday, August 29, 2018 at 5:00 P.M. Respondents are encouraged to verify receipt of questions emailed to the NAA. Questions will be answered and posted online as an addendum on the NAA’s website: http://flynaples.com/airport-information/bids-and-employment/ by the close of business on August 31, 2018. Responders are strongly advised to monitor this site for any additional information and/or addenda regarding this solicitation.

Only emailed questions will be addressed and answered as an addendum. The issuance of such posted responses is the only official method by which interpretation, clarification or additional information will be given by the NAA. Only requests answered by formal written responses will be binding. Oral and other interpretations or clarifications will be without legal effect. In order to protect the professional integrity of this procurement process by shielding it from undue influences prior to the recommendation of contract award, responders shall not contact any other City of Naples Airport Authority Employees, Agents, City of Naples Elected Officials, City of Naples Employees or Naples Airport Authority Board Members regarding this RFQ from advertisement date through Selection Committee Recommendation to the NAA Board.

E. Supplemental Information

The NAA reserves the right to request any supplementary information it deems necessary to evaluate responder’s experience, qualifications, or clarify or substantiate any information contained in the responder response.

F. Disadvantaged Business Enterprise

The NAA recognizes fair and open competition as a basic tenet of public procurement. Respondents doing business with the NAA are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age or sex. The NAA has a
progressive Disadvantaged, Minority, and Women-Owned Business Enterprises Program in place and encourages Disadvantaged, Minority, and Women-Owned Business Enterprises to participate in its RFQ process. All responding parties are required to make all efforts reasonably necessary to ensure that Disadvantaged, Minority and Women-Owned Business Enterprises have a full and fair opportunity to compete for this contract.

K. Americans with Disabilities
The NAA adheres to the Americans with Disabilities Act and will make reasonable modifications for access to Airport services, programs and activities. Please call (239) 643-0733 for further information. Requests must be made at least 48 hours in advance of the event in order to allow the NAA time to provide the requested services.

VII. SELECTION PROCEDURE

Airport staff will evaluate responses to this RFQ and short-list no more than four firms for formal presentations and further evaluation by the NAA Board Consultant Selection Committee. A copy of the Submittal Review Guidelines is attached (please see Attachment B). Publication of the short-listed firms will be posted on our website on September 26, 2018.

Short-listed firm presentations and evaluations by the NAA Board Consultant Selection Committee are currently scheduled to occur October 8 - 12, 2018. The presenters for each firm will be limited to three (3) individuals, to include at least the proposed Project Manager and Principal in Charge. You may take up to 25 minutes for your presentation to the NAA Board Consultant Selection Committee, which should focus on your suggested approach and how you are going to ensure delivery of a quality project on time and within budget. We would like to hear from your proposed Project Manager and he/she will respond to all questions asked. After your presentation, there will be a 20 minute question and answer period.

Upon conclusion of presentations by all short-listed firms, the NAA Board Consultant Selection Committee will rank the presenting firms and submit the final ranking to the NAA Board of Commissioners at the October 18, 2018 Board meeting for approval. Contract negotiations will then commence with the highest ranked firm. If successful negotiations with the highest ranked firm are not possible, staff will begin negotiations with the second ranked firm and continue, as such, until satisfactory negotiations are accomplished.

VIII. ASSURANCES

By responding to this RFQ, the firm assures the NAA that, if selected, it will:
A. Not assign or transfer the NAA’s account, or any portion of the NAA’s business, without the NAA’s prior written approval
B. Act in the NAA’s best interest at all times.
C. Sign the NAA’s Professional Services Agreement for the agreed-upon work.

IX. REQUIRED FLORIDA PROCUREMENT LAW PROVISIONS

A. Certificates
The successful firm must supply the following certificates, as mandated by the State of Florida, in order for the NAA to ultimately enter into a contract with the firm.
i. A certificate that states that the firm is not participating in a boycott of Israel, on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria.

ii. A truth-in-negotiation certificate that states that the wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting and the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the firm determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

B. Convicted Vendor List

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

C. Discriminatory Vendor List

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

D. Prohibition Against Contingent Fees

The firm warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the firm to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the NAA shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

E. Public Records

The Authority may unilaterally cancel an agreement if the firm refuses to allow the public access to all documents, papers, letters, or other material made or received by the firm in
conjunction with the agreement, unless the records are exempt from s. 24(a) of Art. 1 of the Florida State Constitution and s. 119.07(1).

X. FAA REQUIRED PROVISIONS.

The successful firm must comply with the following provisions, as mandated by the FAA, in order for the NAA to ultimately enter into a contract with the firm:

A. GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the contractor and sub tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

B. The NAA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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

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

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

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

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

5. Sanctions for Noncompliance: In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

6. Withholding payments to the contractor under the contract until the contractor complies; and/or

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

8. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

D. Clauses For Construction/Use/Access To Real Property Acquired Under The Activity, Facility Or Program: The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by NAA pursuant to the provisions of the Airport Improvement Program grant assurances.

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

2. With respect to licenses, permits, etc., in the event of breach of any of the above nondiscrimination covenants, NAA will have the right to terminate the license, permit, etc., and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said license, permit, etc., had never been made or issued.
E. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);


5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

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

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

9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

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

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

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
F. Federal Fair Labor Standards Act (Federal Minimum Wage)

All contracts and subcontracts that result from this solicitation shall incorporate by reference the provisions of 29 CFR part 201, 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 firm has full responsibility to monitor compliance to the referenced statute or regulation. The firm must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

G. Occupational Safety and Health of 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The firm must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The firm 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 (20 CFR Part 1910). The firm 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.

XI. ATTACHMENTS

NAA Sample Professional Services Agreement (Attachment A)
Submittal Review Guidelines (Attachment B)
Project Sketch (Attachment C)
ATTACHMENT A

RFQ
Professional Consulting Services
Runway 5-23 Drainage Improvements

Sample Professional Services Agreement
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made effective as of the _____ day of ________________, 2018 (the “Effective Date”), by and between the CITY OF NAPLES AIRPORT AUTHORITY, a political subdivision of the State of Florida (the “Authority”), and ____________________________, a Florida Corporation authorized to transact business in the State of Florida (“Professional”) (the Authority and Professional each individually a “Party” and collectively the “Parties”).

RECITALS

A. The Professional is a(n) _______ (type of firm) _______ firm, licensed by the ____________________________, (License Numbers: ________________). 

B. The Professional maintains insurance coverage as required under Paragraph 8 of this Agreement and has provided certificates of insurance evidencing all such insurance to the Authority.

C. The Authority anticipates instructing Professional to perform and provide the specific services and work for the RUNWAY 5-23 DRAINAGE IMPROVEMENTS – DESIGN AND BIDDING PHASE SERVICES, described in Exhibit A attached hereto and made part of this Agreement (the “Services”).

D. Professional represents and warrants it is willing and fully competent to perform the Services pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth under this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Authority and Professional agree as follows:

TERMS

1. Services. This Agreement sets forth the general terms and conditions under which Professional shall perform and provide the Services for the Authority as the Authority instructs from time to time. The precise Services to be performed by Professional for the Authority, and the term of this Agreement or deadline for satisfactory completion of all of the Services by Professional (the “Deadline for Satisfactory Completion”) are fully described and set forth in Exhibit A.

2. Term. The term of this Agreement is from the Effective Date until terminated as provided herein. Notwithstanding anything in this Agreement to the contrary, the Authority shall have the exclusive right to terminate this Agreement, without charge or penalty, at any time and for any reason without charge or penalty, in its sole discretion, upon thirty (30) days written notice to Professional. In the event of such termination by the Authority, (a) Professional shall be entitled to a pro-rata amount of any compensation earned under this Agreement but not paid prior to the date of termination and (b) the Authority shall be entitled to a pro-rata refund of any unearned compensation subsequent to the date of termination paid in advance to Professional hereunder.

3. Termination Event. Notwithstanding anything in this Agreement to the contrary, upon the occurrence of any of the following events (each individually a “Termination Event”), all of the rights and privileges of Professional hereunder shall, at the Authority’s sole option, cease to exist and this Agreement shall automatically terminate:

a. Professional fails to strictly comply with, fulfill, perform, keep or observe any of Professional’s obligations, covenants or conditions under this Agreement within five (5) days after written demand from the Authority, time being of the essence;
b. Professional makes any (i) intentional misrepresentation or (ii) unintentional yet material misrepresentation under this Agreement or other instrument or document delivered pursuant hereto;

c. The loss of any of Professional’s licenses, registrations or permits necessary to perform the Services or other obligations under this Agreement;

d. The appointment of a receiver to take possession, or the attachment, execution, or other judicial seizure, of all or any part of Professional’s assets or business;

e. The Authority determines, in its reasonable discretion, that Professional is or will be unable to pay its debts as they become due in the ordinary course of Professional’s business; or

f. Any voluntary or involuntary petition, or similar pleading, under any bankruptcy act, filed by or against Professional, or any other voluntary or involuntary proceeding in any court instituted to declare Professional insolvent or unable to pay its debts. In the event that under applicable law the trustee in bankruptcy or Professional has the right to affirm this Agreement and continue to perform the obligations of Professional hereunder, such trustee or Professional shall, in such time period as may be permitted by the applicable court having jurisdiction, cure all defaults of Professional hereunder outstanding as of the date of the affirmation of this Agreement and provide to the Authority such adequate security and assurances as may be necessary to ensure the Authority the continued performance of Professional’s obligations under this Agreement. Further, the Authority shall receive all of the protections available to creditors under the United States Bankruptcy Code including, but not limited to, section 365 thereof, as amended from time to time.

No right, power or remedy conferred upon or reserved to the Authority under this Agreement is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Notwithstanding anything in this Agreement to the contrary, upon a Termination Event, the Authority may retain all payments due to the Professional at the date of termination until all of the Authority’s damages have been established and deducted from payments due.

4. Duties of Professional. Professional shall perform and complete all of the Services on or before the Deadline for Satisfactory Completion to the satisfaction of the Authority in a good and professional manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. In addition, Professional shall:

a. Furnish all of the expertise, management, information, assistance and other requirements necessary to perform the Services to the Authority’s satisfaction;

b. Furnish such professional and support staff, equipment and supplies, if any, as may be specifically required to perform the Services to the Authority’s satisfaction;

c. Deliver to the Authority all memoranda, reports, notes, analyses, documents and other instruments as may be reasonably requested from time to time by the Authority relating to the performance of the Services and Professional’s other obligations under this Agreement;

d. Provide the Authority with prompt notification of any anticipated delays or difficulties in the performance of the Services;

e. Designate one or more individuals to act on behalf of Professional with respect to the Services and with whom the Authority may confer with respect to the Services; and
f. At all times conduct itself in a professional and cooperative manner in the discharge of its obligations under this Agreement.

Professional covenants and agrees with the Authority that should Professional at any time become aware of any act, occurrence or omission on the part of the Authority or the Authority’s commissioners, officers, employees, insurers, attorneys, agents, lessees, licensees, invitees, successors and assigns which Professional believes or has reason to suspect may give rise to a claim by Professional of bad faith, negligence, fraud or any other form of liability against the Authority, Professional shall advise the Authority in writing of such claim or potential claim within a reasonable period of time not to exceed thirty (30) days of its discovery, or Professional shall be deemed to have waived the claim and be forever barred from asserting that claim or a related claim against the Authority. The purpose of this provision is to promptly advise the Authority of any potential claim and to allow the Authority to immediately investigate, and, if necessary, remedy the allegation. Professional agrees that its failure to notify the Authority of a claim or potential claim within a reasonable period of time of its discovery, not to exceed thirty (30) days, shall be a complete bar to the pursuit of such claim against the Authority and the Authority’s past and present commissioners, officers, employees, insurers, attorneys, agents, lessees, licensees, invitees, successors and assigns, in their individual and representative capacities.

5. Work Made for Hire, Assignment. All work product, research, notes, drawings, blueprints, models, reports, analyses, documents, instruments, data and other information prepared by Professional in connection with the Services (collectively the “Work”) shall be deemed work made for hire and made in the course of the Services rendered under this Agreement. To the extent that the Work may not be considered work made for hire, all right, title and interest in the Work is hereby irrevocably assigned to the Authority by Professional. As such, the Work shall belong exclusively to the Authority.

6. Compensation and Written Invoices.

a. Subject to the terms and conditions of this Agreement, the Authority shall pay Professional for the performance and completion of the Services at the rates and in the manner set forth in Exhibit A. Upon completion and acceptance of the Services in accordance with the terms and conditions of this Agreement to the satisfaction of the Authority, Professional shall send the Authority a written invoice detailing the time and authorized charges for such Services. All such written invoices are payable within sixty (60) days of receipt by the Authority.

b. Notwithstanding anything in this Agreement to the contrary, should Professional fail to commence, provide, perform or complete any of the Services in a timely and diligent manner, in addition to any other rights or remedies available to the Authority, including the rights specified under Paragraphs 2 and 3 herein, the Authority, in its sole discretion, may withhold any and all payments due and owing to Professional until such time as Professional resumes performance of its obligations in such a manner so as to satisfy the Authority.

c. After being paid by the Authority, Professional shall immediately pay all subcontractors who have submitted invoices for work already performed. If applicable, Professional shall strictly comply with the provisions of Florida Statute sections 255.071 through 255.078. Failure of Professional to pay any subcontractors shall, at the Authority’s option, be considered a material breach of this Agreement and, therefore, a Termination Event hereunder.

7. Licenses. Professional represents and warrants to the Authority that it has the resources and expertise necessary to complete the Services in accordance with the terms and conditions of this Agreement. Professional agrees to obtain and maintain throughout the entire term of this Agreement all licenses, registrations and permits as are required to transact business in the United States, State of Florida, Collier County and the City of Naples, including, but not limited to, all licenses and permits required by the respective federal and state boards and other governmental agencies responsible for regulating and licensing the Services to be provided by Professional. The employees, personnel, subcontractors and agents assigned by Professional to perform the Services shall be qualified to perform the assigned duties and shall be individually licensed, registered and permitted to perform such duties if required by applicable law. Upon request of the Authority, Professional shall provide the
Authority with copies of all applicable licenses, registrations and permits of Professional and Professional’s employees, personnel, subcontractors and agents required under this Paragraph 7.

8. **Insurance.** Professional shall maintain all of the insurance coverage set forth in this Paragraph 8 uninterrupted at all times while Professional is providing Services under this Agreement. In the event Professional becomes in default of any of the insurance requirements hereunder, the Authority reserves the right to take whatever legal actions are deemed necessary to protect its interest. Professional agrees that, to the fullest extent available, all insurance policies required hereunder shall provide that the Authority is an additional insured.

a. **Workers’ Compensation / Employer’s Liability.** Professional shall maintain workers’ compensation / employer’s liability insurance, and the maximum limits of such insurance, inclusive of any amount provided by an umbrella or excess policy, shall be:

   Part One: "Statutory"

   Part Two:
   - Each Accident: $100,000
   - Disease – Policy Limit: $500,000
   - Disease – Each Employee: $100,000

b. **Commercial General Liability.** Professional shall maintain commercial general liability insurance (or broad form property damage covering all Services and other work performed by Professional pursuant to this Agreement), and the minimum limits of such insurance, inclusive of any amounts provided by an umbrella or excess policy, without exclusion for independent contractors, shall be:

   - General Aggregate: $1,000,000
   - Each Occurrence: $1,000,000
   - Personal and Advertising Injury: $1,000,000
   - Products and Completed Operations: $1,000,000

The insurance required under this Paragraph 8(b) shall include coverage for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, Professional under this Agreement or the use or occupancy of the Authority premises by, or on behalf of, Professional in connection with this Agreement.

c. **Business Auto Liability.** Professional shall maintain business auto liability insurance (for all owned, hired and non-owned vehicles), and the minimum limits of such insurance, inclusive of any amounts provided by an umbrella or excess policy, shall be:

   - Each Occurrence – Bodily Injury and Property Damage Combined: $1,000,000

d. **Professional Liability / Malpractice.** Professional shall maintain professional liability / malpractice insurance, and the minimum limits of such insurance, inclusive of any amounts provided by an umbrella or excess policy, shall be:

   - Each Occurrence: $1,000,000
   - Annual Aggregate: $2,000,000

The insurance required under this Paragraph 8(d) shall (i) include coverage for all Services and other work of Professional, including, but not limited to, areas with possible environmental impact, without any exclusions unless approved in writing by the Authority’s Executive Director, and (ii) notwithstanding anything herein to the contrary, be maintained and continued for a minimum uninterrupted period of four (4) years following the later of completion of all of the Services by Professional or termination of this Agreement.
e. **General Requirements.** Renewal certificates evidencing all of the insurance required under this Paragraph 8 shall be sent by Professional to the Authority thirty (30) days prior to the expiration date of each applicable insurance policy. Each insurance policy required under this Paragraph 8 shall provide that the Authority shall receive at least thirty (30) days prior written notice in the event of any cancellation or modification of any insurance coverage. No insurance coverage required hereunder shall have a deductible amount in excess of $50,000 without the prior written approval of the Authority's Executive Director. All insurance coverage of Professional shall be in addition to, and shall in no way be construed or interpreted to be a limitation of, Professional's indemnification and other obligations to the Authority under Paragraph 9 of this Agreement. It is expressly agreed that Professional's policies of insurance required under this Paragraph 8 shall be primary over any insurance which the Authority may maintain or carry, and that Professional shall obtain from its insurers an endorsement waiving any other insurance clauses which may be in conflict with this provision, and evidence of such waiver shall be indicated on all insurance policies or certificates of insurance furnished to the Authority. Professional shall be responsible and liable for insuring that all of Professional's employees, personnel, subcontractors, agents, licensees or invitees who perform any of the Services carry and comply with the same insurance coverage and requirements required of Professional under this Paragraph 8. Upon the request of the Authority, Professional shall deliver to the Authority copies of all insurance policies required hereunder.

9. **Indemnification.** To the fullest extent permitted by applicable law, Professional shall indemnify, defend and hold harmless the Authority and the Authority's past and present commissioners, officers, employees, insurers, attorneys, agents, lessees, licensees, invitees, successors and assigns, in both their individual and representative capacities, from and against any and all liabilities, damages, losses, penalties, causes of action, claims, demands and costs, including, but not limited to, reasonable attorneys' fees and expenses of defense (through all appeals), arising out of or in connection with (a) the Services or other work performed by Professional pursuant to this Agreement, (b) the failure to fulfill any and all responsibilities, covenants and obligations of Professional under this Agreement and (c) any act or omission of Professional or Professional's employees, personnel, subcontractors, agents, licensees or invitees. Nothing contained herein will be construed as a waiver of any immunity or limitation of liability the Authority may have under the doctrine of sovereign immunity under Florida Statute section 768.28 or otherwise. The Authority reserves the right, at its option, to participate in the defense of any suit, without relieving Professional of any of its obligations hereunder. The obligations of this Paragraph 9 will survive termination of this Agreement and will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. If the provisions of this Paragraph 9 are found to conflict in any way with Florida or other governing law, then this Paragraph 9 will be considered modified by such laws to the extent necessary to remedy the conflict.

This Paragraph 9 shall also pertain to any claims brought against the Authority by any of Professional's employees, personnel, subcontractors, agents, licensees and invitees and any other party claiming by or through Professional. Professional's obligations under this Paragraph 9 shall not be limited in any way by Professional's limit or lack of sufficient insurance protection.

10. **Rules and Regulations.** In performing the Services, Professional shall comply with each of the following:

a. Any and all of the Authority's (i) Rules and Regulations of the Naples Municipal Airport, Naples, Florida, as amended, (ii) regulatory and compliance regulations, as amended, and (iii) procedures, rules and other requirements on file in the offices of the Executive Director of the Authority or a hereafter promulgated, established or amended from time to time by the Authority in its sole discretion (collectively the "Airport Rules and Regulations"). The Airport Rules and regulations are incorporated herein by reference and made part of this Agreement. Upon request, Professional shall have the right to review any of the Airport Rules and regulations during regular business hours at the offices of the Executive Director of the Authority; and

b. Any and all applicable laws statutes, ordinances, codes, rules, regulations, orders, and governmental permits and requirements.
11. **No Waiver.** The failure of the Authority to enforce at any time, or for any period of time, any one or more of the provisions of this Agreement shall not be construed to be, and shall not be, a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision. The waiver by the Authority of a breach of any provision of this Agreement shall not be deemed a continuing waiver, or a waiver of any subsequent breach of the same or any other provision hereof.

12. **Severability.** The invalidity of any one or more of the provisions of this Agreement shall not affect the enforceability of any or all of the remaining provisions hereof, all of which are included conditionally upon being valid in law, and, in the event that any one or more of the provisions of this Agreement shall be declared invalid, this Agreement shall be construed as if such invalid provisions had not been included.

13. **No Assignment.** Professional shall not voluntarily, involuntarily or by operation of law assign, transfer or otherwise encumber this Agreement, or any rights or privileges of Professional hereunder, in whole or in part, without first obtaining in each and every instance the prior written consent of the Authority, which consent may be granted or withheld in the Authority's sole discretion for any reason whatsoever. Any assignment, transfer or encumbrance contrary to the forgoing shall be a material default and, therefore, a Termination Event under this Agreement.

14. **Independent Professional.** Neither Professional nor Professional's employees, personnel, subcontractors, agents, licensees and invitees shall be deemed to be a servant, employee, partner or joint venturer of the Authority. Professional shall perform the Services and its obligations under this Agreement as an independent contractor. Neither Professional nor Professional’s employees, personnel, subcontractors, agents, licensees and invitees shall hold themselves out as having the power or authority to bind or create liability for the Authority. Professional shall not be treated as an employee for purposes of FICA, FUTA, federal, state or local income tax, and Professional shall be responsible for its own employment, social security and other tax payments, as well as any other statutorily required coverage, including insurance.

15. **Notices.** All notices and Communications under this Agreement shall be in writing and shall be delivered by hand, by nationally recognized overnight courier or by certified United States mail, return receipt requested, to the perspective Parties as follows:

As to the Authority:  
City of Naples Airport Authority  
Attention: Christopher A. Rozansky, Executive Director  
160 Aviation Drive North  
Naples, FL 34104

With Copy to the Authority’s Attorney:  
William L. Owens, ESQ.  
Bond, Schoeneck & King, PLLC  
4001 Tamiami Trail North, Suite 250  
Naples, FL 34103

As to Professional:  
Company Name:  
Attention:  
Address:  
City, State, ZIP:  

Notice shall be deemed conveyed upon personal delivery or receipt confirmation. Either Party may change its mailing address by giving written notice to the other Party in accordance with the requirements of this Paragraph 15.

16. **Attorneys’ Fees.** In the event of any controversy, claim, dispute or litigation relating to this Agreement, or the breach hereof, the prevailing Party shall be entitled to recover from the non-prevailing Party the prevailing Party’s costs and expenses, including, without limitation, reasonable attorneys’ fees (through all appeals).
17. **Governing Law and Venue.** This Agreement shall be interpreted under, and its performance governed by, the laws of the State of Florida (excluding any conflict of law rule or principle that would refer to the laws under jurisdiction). Each Party irrevocably submits to the jurisdiction of the Circuit Court of the State of Florida, Collier County, in any action or proceeding arising out of or relating to this Agreement, and each Party hereby irrevocably agrees that all claims with respect to any such action or proceeding must be brought and defended in such court; provided, however, that matters which are under the exclusive jurisdiction of the Federal courts shall be brought in the Federal District Court for the Middle District of Florida. Each Party consents to service of process by any means authorized by the applicable law of the forum in any action brought under or arising out of this Agreement, and each Party irrevocably waives, to the fullest extent each may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. PROFESSIONAL AND THE AUTHORITY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING ARISING UNDER THIS AGREEMENT.

18. **Paragraph Headings.** None of the Paragraph headings of this Agreement shall be construed as a limitation upon the provisions hereof. Paragraph headings having been inserted as a guide and partial index and not as a complete index of the contents of any Paragraph or other provision of this Agreement. Whenever the singular or plural number, or the masculine, feminine or neuter gender is used in this Agreement, it shall include the other.

19. **Counterparts.** This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same Agreement. Delivery of an executed signature page by facsimile or electronic mail shall be as effective as delivery of a manually signed counterpart.

20. **No Modification.** No modification or change to this Agreement shall be valid or binding upon the Parties unless in writing and executed by the Party or Parties intended to be bound by it.

21. **Encumbrances.** Professional hereby covenants and agrees that all of Professional's rights and privileges under this Agreement are subject and subordinate to any and all rights, liens, licenses, leases, tenancies, mortgages, uses, encumbrances and other restrictions which may now or hereafter bind the Authority or encumber the Naples Municipal Airport, and to all renewals, modifications and extensions thereof. In addition, this Agreement shall be subject and subordinate to all of the provisions and obligations of the Authority under any existing or future laws, regulations, grant assurances, requirements or agreements, by, from or with the United States Government or other governmental authority compliance with or the execution of which has been or will be required as a condition precedent to the operation (or granting of Federal or other governmental funds for the development) of the Authority or Naples Municipal Airport. Professional shall, upon request of the Authority, execute any subordination documents which the Authority may deem necessary, but no such documents shall be required to effectuate the subordination by Professional under this Paragraph 21.

22. **Further Assurances.** From and after the execution and delivery of this Agreement, Professional shall cooperate with the Authority in taking such actions, executing such instruments and granting such rights as may be reasonably necessary or requested by the Authority to effectuate the purposes of this Agreement or to evidence or perfect the rights and privileges granted and the obligations assumed hereunder.

23. **No Third Party Beneficiary Intended.** This Agreement is made solely for the benefit of Professional and the Authority, and their respective successors and assigns permitted hereunder, and no other person or entity shall have or acquire any right by virtue of this Agreement.

24. **FAA Required Contract Provisions.**

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

b. Civil Rights – General. Professional agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgates to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds Professional and sub-tier contractors from the bid solicitation period through the completion of this Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

c. Civil Rights – Title VI Assurances – Compliance with Nondiscrimination Requirements. During the Performance of this Agreement, Professional, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor” in this paragraph 24(c)) agrees as follows:

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

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

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

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

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

1. Withholding payments to the contractor under this Agreement until the contractor complies; and/or

2. Cancelling, terminating, or suspending this Agreement, in whole or in part.

vi. Incorporation of Provisions: The contractor will include the provisions of Paragraphs 24(c)(i) through (vi) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor
becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

d. Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program.

i. Professional for itself/himself/herself, its/his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (as a covenant running with the land during the term of this Agreement) that:

   1. In the event facilities are constructed, maintained, or otherwise operated on the property described in the Agreement 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, Professional will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

ii. With respect to licenses, leases, permits, etc., in the event of a breach of any of the above Nondiscrimination covenants, the Authority will have the right to terminate the licenses, leases, permits, etc. and this Agreement and to enter, re-enter and repossess said lands and facilities thereon, and hold the same as if the licenses, leases, permits, etc. and this Agreement had never been made or issued.

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

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

ii. In the event of any breach of any of the above Nondiscrimination covenants, the Authority will have the right to terminate the licenses, leases, permits, etc. and this Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same if the licenses, lease, permits, etc. and this Agreement had never been made or issued.

f. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, Professional, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor” in this Paragraph 24(f)) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

ii. 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);
iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);


v. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), as amended, (prohibits discrimination on the basis of age);

vi. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

vii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs and 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);

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

ix. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination 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;

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

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

g. Disadvantaged Business Enterprise.

i. Contract Assurance (§ 26.13): Professional and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Professional shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Professional to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the Authority deems appropriate.

ii. Prompt Payment (§26.29): The Professional agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the Professional receives from the Authority. The Professional agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Authority. This clause applies to both DBE and non-DBE subcontractors.
h. Energy Conservation Requirements. Professional and its subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issues in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq.)

i. Federal Fair Labor Standards Act. All contracts and subcontracts that result from this solicitation (including this Agreement) incorporate by reference the provisions of 29 CFR part 201, 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. Professional has full responsibility to monitor compliance to the referenced statute or regulation. Professional must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

j. Occupational Safety and Health Act. All contracts and subcontracts that result from this solicitation (including this Agreement) incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Professional must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Professional 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 (20 CFR Part 1910). Professional 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.

k. Trade Restriction Certification. By submission of an offer (and execution of this Agreement), the Professional certifies that with respect to this solicitation and any resultant contract (including this Agreement), the Professional:

i. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

ii. Has not knowingly entered into any contract or subcontract for this project (including the Services) with a person that is a citizen of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and

iii. Has not entered into any subcontract for any product to be used on this project (including the Services) that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001. The Professional must provide immediate written notice to the Authority if the Professional learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Professional must require subcontractors provide immediate written notice to the Professional if at any time it learns that its certification was erroneous by reason of changed circumstances. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to the Professional or subcontractor:

1. Who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or

2. Whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or

3. Who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.
Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the Professional is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Professional agrees that it will incorporate this provision for certification without modification in all lower tier subcontracts. The Professional may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Professional has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Professional or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Authority cancellation of the contract or subcontract (including this Agreement) for default at no cost to the Authority or the FAA.

1. Veteran’s Preference. In the employment of labor (excluding executive, administrative, and supervisory positions), the Professional and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

m. Texting When Driving. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 “Text Messaging While Driving” (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant. In support of this initiative, the Authority encourages the Professional to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Professional must include the substance of this clause in all sub-tier contracts exceeding $3,500 and involve driving a motor vehicle in performance of work activities associated with the project (including the Services).

n. Equal opportunity Clause. During the performance of this Agreement, the Professional agrees as follows:

i. The Professional will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Professional will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Professional agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The Professional will, in all solicitations or advertisements for employees placed by or on behalf of the Professional, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

iii. The Professional will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Professional’s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
iv. The Professional will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The Professional will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the Professional's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Professional may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The Professional will include the portion of the sentence immediately preceding paragraph 24(n)(i) and the provisions of paragraphs 24(n)(i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Professional will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event Professional becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Professional may request the United States to enter into such litigation to protect the interests of the United States.

o. Prohibition of Segregated Facilities.

i. The Professional agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Professional agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

ii. "Segregated Facilities", as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

iii. The Professional shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

p. Certification of Professional and Subcontractors Regarding Debarment. By submitting a bid/proposal and providing Services under this Agreement, the Professional certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction or providing the Services hereunder. The Professional, by administering each lower tier subcontract that exceeds $25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project (including the Services) is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Professional will accomplish this by:

i. Checking the System for Award Management at website: http://www.sam.gov;
ii. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above; and

iii. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

q. Certification Regarding Lobbying. The Professional certifies by signing and submitting this Agreement, to the best of its, his or her knowledge and belief, that:

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

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

iii. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

r. Breach of Contract Terms. Any violation or breach of terms of this Agreement on the part of Professional or its subcontractors may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the parties of this Agreement. If the Authority elects to exercise its rights under this Paragraph 24(r), then the Authority will provide Professional written notice that describes the nature of the breach and corrective actions the Professional must undertake in order to avoid termination of this Agreement. The Authority reserves the right to withhold any payments to Professional until such time Professional corrects the breach or the Authority elects to terminate this Agreement. The Authority’s notice under this Paragraph 24(r) will identify a specific date by which the Professional must correct the breach. In addition to all other rights and remedies of the Authority under this Agreement, the Authority may proceed with termination of this Agreement if Professional fails to correct the breach by deadline indicated in the Authority’s notice pursuant to this Paragraph 24(r). The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

s. Clean Air and Water Pollution Control. Professional agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Professional 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. Professional must include this requirement in all subcontracts that exceed $150,000.

25. Florida’s Public Records Laws.

a. If Professional has questions regarding the application of Chapter 119, Florida Statutes, or Professional’s duty to provide public record relating to this Agreement, contact the Authority’s custodian of public records at 239-643-0733, administration@flynaples.com, and/or 160 Aviation Drive North, Naples, Florida 34104.

b. Professional acknowledges and agrees that Professional shall be required to comply with Florida’s Public Record Laws, Chapter 119, Florida Statutes. Specifically, Professional hereby covenants and agrees that it shall:

   i. Keep and maintain public records required by the Authority to perform the services under this Agreement;

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

   iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if Professional does not transfer the records to the Authority; and

   iv. Upon completion of this Agreement, transfer, at no cost, to the Authority all public records in possession of Professional, or keep and maintain public records required by the Authority to perform the services under this Agreement. If Professional transfers all public records to the Authority upon completion of this Agreement, Professional shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Professional keeps and maintains public records upon completion of this Agreement, Professional shall meet all applicable requirements for retaining public
records. All records stored electronically must be provided to the
Authority, upon request from the Authority’s custodian of public records,
in a format that is compatible with the information technology systems of
the Authority.

26. Florida Procurement Laws

(a) Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following
a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods
or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the
construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of
real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or
consultant under a contract with any public entity; and may not transact business with any public entity in excess
of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the
date of being placed on the convicted vendor list.

(b) Discriminatory Vendor List. An entity or affiliate who has been placed on the discriminatory vendor
list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may
not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public
building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may
not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with
any public entity; and may not transact business with any public entity.

(c) Invoice Compliance. All invoices, bills, fees or other requests for compensation for services or expenses
shall be submitted in detail sufficient for a proper preaudit and post audit thereof.

(d) Travel Expenses. Bills for any travel expenses shall be submitted in accordance with Florida Stat. 112.061. A state agency may establish rates lower than the maximum provided in s. 112.061.

(e) Public Records. The Authority may unilaterally cancel this Agreement if Professional refuses to allow
the public access to all documents, papers, letters, or other material made or received by Professional in
conjunction with the Agreement, unless the records are exempt from s. 24(a) of Art. 1 of the Florida State
Constitution and s. 119.07(1).

(f) Statement of Certification. Professional certifies that it is certified under Fla. Stat. 489.199 to engage in
contracting through a certified or registered general contractor or a certified or registered building contractor as
the qualifying agent, or that it is certified under Fla. Stat. 471.023 to practice or to offer to practice engineering,
or that it is certified under Fla. Stat. 481.219 to practice or to offer to practice architecture, or that it is certified
under Fla. Stat. 481.319 to practice or to offer to practice landscape architecture.

(g) Truth In Negotiation Certificate. The wage rates and other factual unit costs supporting the
compensation are accurate, complete, and current at the time of contracting and the original contract price and any
additions thereto will be adjusted to exclude any significant sums by which the Professional determines the
contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

(h) Prohibition Against Contingent Fees. The Professional warrants that he or she has not employed or
retained any company or person, other than a bona fide employee working solely for the Professional to solicit or
secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation,
individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission,
percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.
For the breach or violation of this provision, the Authority shall have the right to terminate the Agreement without
liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

27. **Entire Agreement.** This Agreement represents the entire Agreement between Professional and the Authority and supersedes all prior agreements, oral or written, and all other communications relating to the subject matter hereof. Each Party has had the opportunity to review with counsel the terms of this Agreement and to negotiate the same. Therefore, any ambiguity in this Agreement shall not be construed against either Party by virtue of having drafted this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**AUTHORITY:**

**CITY OF NAPLES AIRPORT AUTHORITY,**
a political subdivision of the State of Florida

**ATTEST:**

By: ___________________________, Chairman

______________________________
Christopher A. Rozansky
Executive Director

Approved as to form and legal sufficiency by:

______________________________
**William L. Owens, Esq.**
Counsel to the Authority

**PROFESSIONAL:**

**COMPANY NAME**
a (STATE) Corporation

By: ___________________________
Print Name: _______________________
Print Title: _______________________
Exhibit A

Description of Services: In addition to all of the obligations of Professional hereunder, the Services to be performed and provided by Professional pursuant to this Agreement are described in Schedule 1 (titled "EXHIBIT A: SCOPE OF SERVICES, Planning, Design, Bidding and Construction Phase Services, Runway 5-23 Drainage Improvements Project, Naples Airport Authority, Naples Municipal Airport, Naples, Florida") attached hereto and made a part of this Agreement.

Deadline For Satisfactory Completion: Except as otherwise provided in this Agreement, the Deadline For Satisfactory Completion of all of the Services by Professional is ________________, as described in ______________________________________ (titled "_________________________") attached hereto and made a part of this Agreement.

Rates and Manner of Compensation: Notwithstanding anything in this Agreement to the contrary, the total compensation due Professional from the Authority for the performance and completion of all of the Services in accordance with the terms and conditions of this Agreement to the satisfaction of the Authority is $______. A description and breakdown of the tasks and expense categories are described in ________________(titled "_________________________") attached hereto and made a part of this Agreement.

Other Provisions and Obligations of Professional: In addition to the Professional’s obligations set forth herein and all common law duties, Professional shall: ____________________________________________.
# Submittal Review Guidelines

<table>
<thead>
<tr>
<th>RESPONSE RANKING</th>
<th>YOUR SCORE</th>
<th>%</th>
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<tbody>
<tr>
<td>Professional qualifications necessary for satisfactory performance</td>
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<tr>
<td>• Project Manager and key team members are qualified to perform the work categories of the project</td>
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<tr>
<td>• Consultant’s knowledge of standards and procedures</td>
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<tr>
<td>Specialized experience and technical competence in the type of work required</td>
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<tr>
<td>• Consultant has provided comparable projects with which they have been involved</td>
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<tr>
<td>• Consultant IT capability (hardware and software)</td>
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<tr>
<td>• Subcontractor financial stability and ability</td>
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<td>Past performance on contracts with government agencies and private industry</td>
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<tr>
<td>• Past performance evaluations</td>
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<tr>
<td>• References if no past work has been performed for the NAA by the Consultant</td>
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<tr>
<td>The capacity to accomplish the work in the required time</td>
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<tr>
<td>• Consultant has adequate staff for this project</td>
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<tr>
<td>• Current workload of the consultant</td>
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<tr>
<td>• Consultant financial stability</td>
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<tr>
<td>Consultant has demonstrated understanding of key elements of the Project:</td>
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<tr>
<td>• Consultant has provided a logical approach to the tasks and issues of the Project</td>
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<tr>
<td>Location of the Consultant and knowledge of the area and local issues; location criteria cannot be based on a political boundary (e.g. city or county limits)</td>
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<tr>
<td>• Consultant has demonstrated understanding of possible special considerations concerning the Project</td>
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<tr>
<td>• Location of Project Manager</td>
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<td>Cost Control</td>
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<tr>
<td>• Consultant has demonstrated method(s) of cost control</td>
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<td>Disadvantaged Business Enterprise (DBE) goal</td>
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<td>Quality of Submittal</td>
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<td>TOTAL</td>
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Date: August 31, 2018

To: Interested Bidders

From: Kerry Keith
Senior Director of Airport Development and Facilities

Subject: Addendum #1
Naples Airport Authority
2018 RFQ, Professional Consulting Services, RW 5-23 Drainage Improvements

Questions and Answers

Q1: Request for Clarification RFQ for Runway 5-23 Drainage Improvements- On page 4 of 32 of the RFQ, Section VI. Instructions, B. Number of Copies it is stated: “One (1) unbound, one-sided, printed original submittal is required, along with five (5) unbound two-sided copies...” Are no bound copies required?

Answer: No bound copies are required.
Statement of Qualifications
Professional Consulting Services
Runway 5-23 Drainage Improvements

SUBMITTED BY:

Hole Montes, Inc.
Responsible Office:
6200 Whiskey Creek Drive
Fort Myers, Florida 33919

Corporate Headquarters:
950 Encore Way
Naples, Florida 34110

Timothy J. Parker, P.E.
Associate / Senior Project Manager
Aviation Engineering
T: 239.985.1221
F: 239.985.1259
TimParker@HMEng.com

www.HoleMontes.com
· Serving Southwest Florida
   for Over 50 Years ·
September 14, 2018

Mr. Kerry Keith, Senior Director of Airport Development
City of Naples Airport Authority
160 Aviation Drive North
Naples, Florida 34104

RE: Request for Qualifications Professional Consulting Services Runway 5-23 Drainage Improvements

Dear Mr. Keith, Board of Naples Airport Authority, and Members of the Selection Committee:

Hole Montes, Inc. (HM) is pleased to submit this Letter of Interest and Statement of Qualifications for the above referenced project for the City of Naples Airport Authority. We affirm that HM is in receipt of published Addendum #1, dated August 31, 2018. Additionally, Hole Montes understands and agrees to abide by all provisions, terms and conditions of same, and all ordinances and policies of the Naples Airport Authority. HM is prequalified by the Florida Department of Transportation to perform the work associated with this project. Please see the attached prequalification letter dated May 23, 2018 along with applicable certificates, registrations and licenses included in the Qualifications Section (A).

Hole Montes is a local engineering, planning and surveying consulting firm that has been serving Southwest Florida since 1966. Our Aviation Division has served all the region’s airports since 1998 and has successfully completed hundreds of quality projects on time and within budget. Since our founding, our strategic advantage has been to hire the best professionals who our clients can trust to get their projects completed effectively and efficiently. This advantage has allowed us to develop successful designs and construction management on airport projects throughout Southwest Florida. HM has a staff of 56 professionals in its Naples and Fort Myers offices ready to assist the project team as necessary.

Hole Montes staff has continuously provided engineering services to the area for over 50 years and has witnessed and been a part of the area’s growth and prosperity. HM has developed extensive knowledge of local conditions and has worked on every quadrant of the Naples Municipal Airport. Our team has extensive experience with the materials and practices for construction of the drainage improvements and we are familiar with most contractors that could construct the Runway 5-23 Drainage Improvements. Further, our staff is knowledgeable of the permitting processes through the City of Naples, Collier County and South Florida Water Management District, including existing permits and the State’s program for minimizing ponding on airports and, we have been instrumental in obtaining FDEP and USACE permits.

Hole Montes has assembled a cohesive team of professionals that have the expertise to take this project through planning and design to a successful completion. Additionally, we have included a certified Disadvantaged Business Enterprises (DBE) sub-consultant to meet the Authority’s projected DBE goal of 8.95%. Hole Montes has fortified our team with trusted sub-consultants that have a long and successful history of working with Hole Montes including:

- GFA International, Inc. of Fort Myers, Florida to provide Geotechnical Engineering
- E.F. Gaines Surveying Services, Inc. of Fort Myers, Florida for Surveying (certified WBE/DBE)
- Passarella & Associates, Inc. of Fort Myers, Florida for Environmental concerns

We believe that the HM team offers unparalleled experience in Southwest Florida Aviation and a specialized expertise in airport drainage along with airfield pavements and lighting, a readiness to bring together the many diverse stakeholders for this project, a responsiveness that only a local firm can provide, and a can-do attitude that will drive this project to a successful conclusion.

Very truly yours,
HOLE MONTES, INC.

Robert L. Murray, P.E.
Senior Vice President/Principal
BobMurray@HMEng.com
Ph: 239.985.1200
# State of Florida
## Department of State

I certify from the records of this office that HOLE MONTES, INC. is a corporation organized under the laws of the State of Florida, filed on April 5, 1974.

The document number of this corporation is 497972.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that the most recent annual report filed by said corporation was filed on March 20, 2017, and that it is in good standing.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital City, this 15th day of March, 2017.

[Signature]
Secretary of State

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### CERTIFICATE OF LIABILITY INSURANCE

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<th>Policy Number</th>
<th>Issuer</th>
<th>Effective Date</th>
<th>Expiration Date</th>
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<th>2. Property Damage</th>
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### COLLIER COUNTY BUSINESS TAX

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<th>License Number</th>
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<tr>
<td>98765432</td>
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<td>2019</td>
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### FDOT Florida Department of Transportation

[Logo]

FDOT Florida Department of Transportation

May 23, 2018

David Coleman, Director of Highway Engineering

HOLE MONTES, INC.
6500 Walking Course Drive
Fort Myers, Florida 33919

Dear Mr. Coleman,

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

- Group 1: Highway Design - Roadway
  - 1.1 - Urban Highway Design
  - 1.2 - Rural Highway Design
- Group 2: Traffic Operations Design
  - 2.1 - Sign Engineering
- Group 4: Survey and Mapping
  - 4.1 - Control Surveying
  - 4.2 - Design, Right of Way & Construction Surveying
- Group 10: Construction Engineering Inspection
  - 10.1 - Bridge Inspection
  - 10.2 - Construction Materials Inspection
- Group 12: Planning
  - 12.1 - Water/Stormwater Management

Your firm is now technically qualified with the Department for Professional Services in the above-mentioned work types. Your firm may pursue contracts in the aforementioned work types with fees estimated at less than $500,000.00. This status shall be valid until May 23, 2018 for contacting purposes.

Should you have any questions, please feel free to contact me by email at edward.hall@dot.state.fl.us or by phone at 850-414-4087.

[Signature]

[Name]

Professional Services Prequalification Administrator
Hole Montes has assembled a team of professionals that have the expertise and experience to undertake the drainage, mangrove removal and fencing project at the Naples Municipal Airport. The organizational chart identifies the Project Manager, along with key personnel from Hole Montes and sub-consultants. Brief resumes of these individuals are included on the following pages along with relevant licenses at the end of this section.
SECTION B: PROJECT MANAGER AND KEY PERSONNEL

Tim J. Parker, P.E., C.M.
Project Manager
Total Years Experience: 38, Years with HM: 4
Professional Engineer, Florida No. 50062

Education:
Bachelor of Science, Aeronautical & Astronautical Engineering
University of Illinois
Master of Science in Management
Troy University

For the benefit of the Naples Airport Authority, the Project Manager will be Tim J. Parker, P.E., C.M. Tim has extensive airport engineering and construction management experience for a wide range of commercial service and general aviation airport projects. Tim has more than 38 years of engineering and project management experience in the areas of airport, aerospace, civil and environmental engineering; public/private development, and flight operations. Tim’s airport engineering experience includes: airfield design, airfield pavement rehabilitation, runway safety area improvements, NAVAID relocations, helipad design and site approval, cost estimates, preparation of plans and specifications, phasing, signage, pavement marking, and airspace coordination. As your Project Manager, Tim has the expertise and know-how for maintaining effective project control through a well-coordinated project management plan.

As a licensed commercial pilot, Tim understands airport needs from a pilot’s perspective. Tim’s depth of experience provides a solid foundation for understanding not only the current regulations but in many cases the history and recent changes to the requirements. Mr. Parker’s knowledge of FAA and FDOT regulations and requirements is quite impressive. His knowledge extends beyond the normal engineering items related to airport design. Due to his diverse background, he is familiar with a broad spectrum of regulations and requirements which include Federal Aviation Regulations, FAA Advisory Circulars, TERPS, FAA Orders and requirements related to planning, environmental considerations, flight operations and airspace requirements.

Tim Parker has a regulatory background, serving as Water Facilities Administrator for the Florida Department of Environmental Protection Southwest District. He has testified as an expert witness on issues related to water quality and water treatment. His knowledge of environmental regulations is exceptional.

Tim has worked on both sides of the regulatory community, as a permit applicant and a permit writer. This experience has been very beneficial when seeking permitting of complex projects and also dealing with noncompliance issues that may arise. In addition to the solid knowledge of water and environmental standards and procedures, the Project Manager is very familiar with FAA and FDOT design standards and procedures and airport operational considerations.

Directly Related Experience:
→ FMY: Rehabilitation of Runway 5-23 & Assoc. Taxiways
→ FMY: Rehabilitation of Runway 13-31 & Assoc. Taxiways
→ IMH: Taxiway Rehabilitation
→ Arcadia Municipal Airport: Runway, Taxiway & Apron Pavement Rejuvenation
→ Valkaria Airport: Runway 10-28 Reconstruction, New Parallel Taxiway A, Stormwater Improvements & Wetland Mitigation
→ Pompano Beach Airpark: Master Drainage Plan
→ Miami International Airport: Stormwater Pollution Prevention Plan for Runway BR26L Rehabilitation
→ RSW: Limited Site Prep for South Runway
→ Martin County Airport: Environmental Resource Permit for Engineered Material Arresting System Installation
Robert L. Murray, P.E.
Principal-In-Charge
Total Years Experience: 41, Years with HM: 33
Professional Engineer, Florida No. 35826

Education:
Bachelor of Science, Civil Engineering
Ohio Northern University

Senior Vice President and Principal, Mr. Murray has 41 years of experience and, as Project Director / Manager, has been responsible for numerous projects in Southwest Florida in highway and transportation engineering, stormwater management and permitting. Mr. Murray has served as Principal-in-Charge for all projects performed for the Lee and Collier counties and City of Naples Airport Authorities by Hole Montes for the past 20 years. As Principal-in-Charge for the project, Bob will be responsible to employ the necessary resources and make available the staff to carefully manage each task assignment and minimize the possibility for surprises.

Austin Brown, E.I.
Civil Engineering Design
Total Years Experience: 2, Years with HM: 2
Engineer Intern

Education:
Bachelor of Science, Aerospace Engineering
University of Florida

Mr. Brown is a 2015 graduate of the University of Florida with a Bachelor of Science Degree in Aerospace Engineering. Austin was responsible for AutoCad Civil 3D design and plan preparation for the recent Page Field and Immokalee Airport projects.

Mr. Brown has combined his engineering and computer expertise to maximize the capabilities of AutoCAD Civil 3D into designs that are able to compliment GIS compatible construction equipment. By creating digital files of runway and taxiway surfaces that comply to FAA standards, contractors are able to download the files to equipment in the field and grade surfaces that provide positive drainage. Mr. Brown is also capable of quickly assessing contractor’s quality control through computer analysis of as-built services.

Directly Related Experience:
- FMY: Rehabilitation of Runway 5-23 & Assoc. Taxiways
- FMY: Rehabilitation of Runway 13-31 & Assoc. Taxiways
- IMM: Taxiway B Rehabilitation
- FMY: Multi-Use Hangar & Ramp

Richard E. Brylanski, P.E.
Stormwater Management
Total Years Experience: 34, Years with HM: 28
Professional Engineer, Florida No. 42339

Education:
Bachelor of Science, Civil Engineering
Florida Institute of Technology

Mr. Brylanski serves many municipal clients in various capacities involved with the design, permitting and construction of major stormwater management and utility projects. He serves as Engineer of Record for Community Development Districts (CDD) and HOA’s and such as: Spanish Wells, South Bay, Miromar Lakes, University Square, and River Ridge. Design services provided for these various Districts include: new roadways and streetscaping, regional, community and neighborhood parks, roadway lighting, linear paths, utilities (water, wastewater and irrigation), marinas, stormwater and environmental management. Other services include preparing Engineer funding / bond reports, traffic review, and expert testimony.

Mr. Brylanski is Hole Montes expert on airport drainage with over 20 years of experience at all airports in Collier and Lee County, Florida. He is very knowledgeable of the FAA Advisory Circulars regarding drainage and the Florida Statewide Airport Stormwater Best Management Practices. His work has created some unique solutions that focused on the sustainable stormwater management in Southwest Florida. His reputation and proven track record has allowed him to establish an excellent working relationship with the South Florida Water Management District. Examples of airport projects where Mr. Brylanski has provided his expertise include:

- FMY: North Quadrant Development Design & Permitting
- FMY: SE Apron Expansion
- FMY: GA Terminal, Landside Design & Permitting
- RSW: Skyplex
- MKY: Rehabilitation of Runway & Apron
- IMM: Rehabilitation of Runway & Realignment of Taxiway

Luc J. Carriere, P.E.
Quality Control Engineer
Total Years Experience: 35, Years with HM: 19
Professional Engineer, Florida No. 48701

Education:
Bachelor of Science, Civil Engineering
NJIT

Mr. Carriere has over 35 years of experience with airports with the past 24 years consecutively at airports in Southwest Florida. His experience with the Naples Municipal Airport started in 1996 and for many years, he served as the On-Call General Consultant for the City of Naples Airport Authority. One of his early tasks was to develop the drainage master plan and determination of jurisdictional wetlands on the airport. More recently, he provided the engineering associated with vegetation removal in the West Quadrant. Mr. Carriere is semi-retired but still provides his depth of engineering knowledge and historical perspective to the HM Team. He will be providing quality control and value engineering to the project.
Byron N. Taylor, P.E.
Permitting / Civil Engineering
Total Years Experience: 17, Years with HM: 17
Professional Engineer, Florida No. 63931

Education:
Bachelor of Science, Civil Engineering
University of Florida

Mr. Taylor's experience and education are in civil design, hydrology, and environmental engineering. Mr. Taylor is responsible for permit applications, computer modeling, site design, and preparation of engineering reports. Programs currently being used include AutoCAD, ICPR, and Water GEMS. Mr. Taylor permitted the drainage improvement project at Page Field Airport in 2012. A drainage report was prepared for each of the four quadrants outlining the permit history and methodology used in designing the water treatment. Most recently, Mr. Taylor prepared a minor modification to the SFWMUD Permit for the Naples Municipal Airport which required an update to the Urban Stormwater Management Program and SWPPP.

Mr. Taylor has developed the expertise in creating computer hydrological models of multiple drainage basins and produce a design for drainage systems that are effective and economical. He combines his engineering and computer expertise through the use of AutoCAD Civil 3D and drainage software programs such as ICPR to evaluate various options to drainage solutions.

Directly Related Experience:
- FMY: Drainage Improvements
- FMY: Rehabilitation of Runway 5-23 & Assoc. Taxiways
- FMY: Rehabilitation of Runway 13-31 & Assoc. Taxiways
- APF: SFWMUD Minor Modification
- FMY: GA Terminal
- FMY: Phase IV T-Hangers
- IMM: Runway Rehabilitation
- RSW: Skyplex
- FMY: Multi-Use Hangar & Ramp

Michael Roddis
Construction Inspector
Total Years Experience 36, Years with HM: 22

Directly Related Experience:
- APF: T-Hanger Project
- MKY: T-Hanger Project

Mr. Roddis has worked as a Construction Field Manager for more than 35 years. He has been responsible for observing contractors' work progress for compliance with project plans and specifications and worked closely with engineers and surveyors to coordinate field surveys and inspections. Mr. Roddis is experienced in preparation of preliminary opinions of construction cost, conducting preconstruction conferences, coordinating and conducting periodic progress meetings, preparation and maintenance of construction records, coordination with underground utility companies and working with state and local regulatory agencies regarding permit compliance and certifications.

SECTION B: PROJECT MANAGER AND KEY PERSONNEL

Thomas M. Murphy, P.S.M.
Surveying
Total Years Experience: 36, Years with HM: 33
Professional Surveyor & Mapper,
Florida No. LS6628

As a licensed Professional Surveyor and Mapper (P.S.M.), Mr. Murphy has been responsible for various types of surveys including Boundary, Topographic, Right-of-Way Mapping, Mean High Water Line, Hydrographic Surveys and Construction layout on many large residential developments including multi-family condominiums. Mr. Murphy is licensed by the Federal Aviation Administration as a Remote Pilot to commercially fly an unmanned aircraft system (UAS) or drone. For this project, Mr. Murphy will be providing quality control of DBE Survey sub-consultant.

Directly Related Experience:
- RSW: Cargo Ramp
- FMY: Rehabilitation of Runway 5-23 & Assoc. Taxiways
- FMY: Rehabilitation of Runway 13-31 & Assoc. Taxiways
- MKY: Rehabilitation of Runway
- IMM: Rehabilitation of Runway 9-27
- IMM: Clearing of Runway Visibility Zone
- APF: QE Hangar

The Hole Montes Team has a combination of defined roles during design projects, but also has a team approach to doing work where our experience and work overlaps. This will provide Naples Airport Authority with a team of professionals experienced in what they will be doing, who have worked together many times in their assigned roles, but also with the ability to back one another up without missing a beat if ever necessary.
SUB-CONSULTANTS
In addition to Hole Montes staff, we have fortified our team with trusted sub-consultants that have a long and successful history of working with Hole Montes.

E.F. Gaines Surveying Services, Inc. (EFGaines)
Founded in 2002
5235 Ramsey Way, Suite 10
Fort Myers, FL 33907

E.F. Gaines Surveying Services, Inc. (EFGaines) is a licensed surveying and mapping firm located in Fort Myers, Florida. EFGaines has provided design related surveying services to both public and private sector clients since 2002. Elizabeth F. Gaines, PSM, the owner and founder of the firm, has over 30 years of surveying experience and is well known in the Southwest Florida design community.

EFGaines specializes in providing surveying and mapping services to engineering and architectural firms, as well as public agencies. They fill the key role of Project Surveyor in the multi-disciplined approach used with today's professional design teams. It is their highest priority to provide clients with an accurate and complete base map of existing conditions which will become the foundation of the client's design.

EFGaines has provided surveying and mapping services for design related projects at the following airports: Naples Municipal Airport, Immokalee Airport, Fort Myers Page Field Airport, Southwest Florida International Airport, Winter Haven Airport, Arcadia Airport, Punta Gorda Airport and LaBelle Airport. EFGaines currently holds DBE/MBE/SBE certifications with the following agencies: FDOT; State of Florida, Florida Department of Management Services, Office of Supplier Diversity; and South Florida Water Management District.

EFGaines employs an experienced, well trained staff of field and office surveyors and survey technicians using the most current survey instrumentation such as Global Positioning Systems, robotic total stations and digital levels. Their drawings and maps are produced with Autodesk Land Development and Civil 3D software. EFGaines also provides "soft-dig" vacuum excavation services to assist clients in obtaining accurate locations of existing underground utilities.

Directly Related Experience:
- IMM: Taxiway "B" Rehabilitation
- APF: Falcon Lane Improvements
- APF: Taxiway "A" Improvements
- APF: Taxiway "D" Extension
- APF: Tower Drive Modifications
- APF: Taxilane "F"
- APF: Jet Center Expansion
- APF: GA-AOB Site Improvements
- APF: Runway 14-32 Drainage Improvements
- FMY: Perimeter Road
- RSW: Commercial Ground Transportation Center

SECTION B: PROJECT MANAGER AND KEY PERSONNEL

GFA International, Inc.
Founded in 1988
5851 Country Lakes Drive
Fort Myers, FL 33905

GFA International, Inc. (GFA) is a full-service engineering consulting organization providing Environmental Consulting, Geotechnical Engineering, Construction Materials Testing, Inspections, as well as Code Compliance, Industrial Hygiene and Health & Safety services for a wide array of markets, clients and projects. GFA brings decades of experience providing expert geotechnical solutions to complex projects of all sizes, whether public or private. The technical expertise, specialized training, fleet of equipment and wide scope of capabilities has assisted their clients in finding solutions to difficult and complex challenges on a variety of projects.

GFA's geotechnical engineers and geologists are skilled in defining and executing field exploration programs to provide cost-effective solutions to geotechnical challenges. GFA provides practical design recommendations for safe and stable structures, and oftentimes are able to recommend innovative options for your project. Their unique approach of field engineering reconnaissance and test drilling observation provides a high degree of confidence that subsurface anomalies are caught on the front end of a project.

In the past 5 years, HM and Paul J. "Jeff" D'Hyvettro, P.E. of GFA have teamed on the following projects: FMY Runway Rehabilitation, IMM Taxiway "B" and Marco Island Executive Airport Runway Rehabilitation. Other projects include Lee County Palmia Lane and MPO Tiger Grant projects as well as Marco Island's Yellowbird Lane Improvements. Mr. Jeff D'Hyvettro is responsible for overseeing the Fort Myers engineering operations of GFA. As a seasoned quality control expert with 25 years of experience including comprehensive knowledge in providing project quality control/quality assurance, he has served as a Geotechnical Program Manager for specialized quality control work on numerous projects for private and public clients. He is skilled in providing analysis, design, construction, engineering inspections, quality assurance/quality control, and materials testing of superstructure and substructure elements of infrastructure projects. He has a wide range of experience in geotechnical, materials testing and engineering, and inspection services.

Directly Related Experience:
- City of Naples Airport Authority Continuing Services Contract
- RSW: Geotechnical Engineering, Geophysical Studies, Ground Penetrating Radar, Construction Materials Testing Services for multiple projects
- Airglades Airport: Geotechnical Engineering, Construction Materials Testing and QC Management and Inspection Services for multiple projects
- APF: Airport Hangar on North Rd.- Geotechnical Drilling & Engineering
- APF: Taxiway "D" Extension - Geotechnical Drilling and Engineering
- APF: Taxiway "A" Holding Bay - Construction QA Testing on a holding bay at Taxiway "A" and other improvements to Taxiway "A"
- APF: Taxiway "F" Extension - Geotechnical Drilling and Construction QA Testing
- APF: Runway 14-32 Drainage Improvements - Geotechnical Drilling and Engineering and Construction QA Testing
Passarella & Associates, Inc.
Founded 1996
13620 Metropolis Ave., Suite 200
Fort Myers, FL 33912

Passarella & Associates, Inc. is a full-service ecological and environmental consulting firm, founded in 1996 to assist clients in achieving a sustainable balance between development and our environmental resources. They offer environmental expertise based on the application of science and sound ecological principles to oversee both small and large-scale projects from inception to completion. Clients depend on their experience and understanding of state and federal environmental permitting processes to navigate the levels of environmental regulations. Passarella & Associates consists of a team of experienced ecologists, biologists, environmental professionals, AutoCAD and GIS technicians, and support staff members, with the knowledge and experience to assist clients through environmental regulations, no matter the complexity of the project. The senior staff at Passarella & Associates have over 200 years combined experience; serving both the public and private sectors.

Shane Johnson, Senior Ecologist, has over 10 years experience providing environmental and ecological services for Passarella. Services include state, federal, and local permitting; agency negotiations; presentations for planning, zoning, and board of county commissioner hearings; environmental impact assessments; ecological assessments; listed species surveys, permitting and relocation; state and federal wetland jurisdictionals; wetland mitigation assessments, design, permitting and construction observations; wetland mitigation banking management, design, permitting and construction observations; and environmental project management.

Directly Related Experience:
- APF: North Road Realignment
- APF: Wetland Jurisdictional Determinations
- RSW: Parallel Runway 6R-24L Concept Refinement Phase
- RSW: Cross-Field Taxiways and Taxiway F Conveyance
- RSW: Aircraft Rescue and Firefighting Facility
- MKY: Parallel Runway Environmental Permitting
- MKY: Mangrove Trimming Observations
- Everglades Airpark: Environmental Permitting

Professional Consulting Services Runway 5-23 Drainage Improvements
Submitted September 14, 2018
Timothy J. Parker, P.E., C.M.
Senior Project Manager / Aviation Engineering

EXPERIENCE

Total Years Experience: 38
Years with Hole Montes: 4

Mr. Parker has extensive airport engineering and construction management experience for a wide range of commercial service and general aviation airport projects. His project management experience includes airport engineering, civil/environmental engineering, aerospace engineering, public and private development. As a licensed commercial pilot, he understands airport needs from a pilot’s perspective.

A longtime resident of southwest Florida with prior experience as an environmental regulator has proven to be very beneficial when dealing with difficult and complex permitting issues. His experience ranges from small security fencing projects to multi-million dollar projects at general aviation and commercial service airports.

SIGNATURE PROJECTS

Drainage
• Page Field: Rehab of Runway 5-23 & Assoc. Taxiways
• Page Field: Rehab of Runway 13-31 & Assoc. Taxiways
• Valkaria Airport: Stormwater improvements & wetland mitigation
• Southwest Florida International Airport: Limited site prep for South Runway
• Ponce De Leon Park: Master Drainage Plan
• Miami International Airport: Stormwater Pollution Prevention Plan for Runway 8R/26L Rehab
• Martin County Airport: Environmental Resource Permit for Engineered Material Arresting System Installation

Airfield Marking, Signage and Lighting
• Page Field: Runway 5-23 & Assoc. Taxiways – New Electrical Vault, LED Lighting & Signage, REILs, PAPIs
• Page Field: Runway 13-31 & Assoc. Taxiways – LED Lighting & Signage, REILs & PAPIs
• Martin County Airport: New PAPIs & REILs
• Page Field Airport: Taxiway Redesignations

Hangars
• Page Field: 25,000 SF Multi-Use Hangar with 4 office units
• Venice Municipal Airport: T hangar design & construction
• Valkaria Airport: Two 16,000 square foot T hangar buildings with an attached large box hangar at one end

Fencing and Security Improvements
• Arcadia Municipal Airport: New Security Fencing
• St. Lucie County International Airport: Security System Improvements

Airfield Pavement
• Page Field: Rehab of Runway 5-23 & Assoc. Taxiways
• Page Field: Rehab of Runway 13-31 & Assoc. Taxiways
• Valkaria Airport: Runway 10-28 Reconstruction, New Parallel Taxiway A, Apron Rehab/Reconstruction
• Arcadia Municipal Airport: Runway, Taxiway & Apron Pavement Rejuvenation
• Orlando International Airport: Taxiway B, B2, B10, J, Y, Z improvements to support Airbus A-380
• Leesburg International Airport: Realignment of portions of Taxiway A & K, Seaplane Ramp
• Martin County Airport: Runway 12-30 Engineered Material Arresting System & Pavement Conditioner
• Page Field: GA Ramp & Runway/Taxiways Rehab
• Ft. Lauderdale International Airport: Runway 9L/27R pavement evaluation
• Tampa International Airport: pavement evaluation for airdside pavements; Design and construction for Taxiway D & E; construction service for Taxiway W Rehab
• St. Lucie County International Airport: Runway Rehab Design & width justification, Runway 9-27

Utilities and Access Road Improvements
• Flagler County Airport: Airport Access Rd. Feasibility Study
• Martin County Airport: Utility & Access Rd. Improvements

Helipads
• Page Field: Helicopter Parking Pad for multiple helicopters
• St. Joseph Hospital: Helicopter landing pad, permitting & design

PROFESSIONAL

Education
Bachelor of Science in Aeronautical and Astronautical Engineering, University of Illinois, Urbana, Illinois
Master of Science in Management, Troy State University, Troy, Alabama

Professional Registration
Professional Engineer, Florida No. 50062

Professional Affiliation
American Association of Airport Executives, Certified Member (CM)
Aircraft Owners and Pilots Association
Florida Airports Council

950 Encore Way · Naples, Florida 34110 · 239.254.2000
6200 Whiskey Creek Drive · Fort Myers, Florida 33919 · 239.985.1200
Austin Brown, E.I.
Design Engineer / Aviation Engineering

EXPERIENCE

Mr. Brown is a Design Engineer in the Aviation Department at Hole Montes. With a degree in Aerospace Engineering, Mr. Brown has jumped head first into the civil side of airport engineering. Austin successfully completed the Bachelor of Science Degree in Aerospace Engineering at the University of Florida in 2015. Having passed the Fundamentals of Engineering Exam (FE), he is gaining the necessary professional practice experience as he prepares towards his Professional Engineering licensure. He has proven ability in the planning and designing of creating a CAD surface that can be used for machine control. Using the surfaces that Mr. Brown created for the Page Field Rehabilitation projects resulted in the base material being placed consistently within 1/8” of the planned surface. It was realized early in the project that there would be challenges with the approximately 30 unconnected CAD surfaces in the original plan set. Austin revised the original plans in about 2 weeks to make contiguous CAD surfaces. By virtue of the quality of the CAD surface created and the high level of machine control implemented, Page Field-Program 1 came in on-schedule and about $1.6M under the approved contract amount. Page Field-Program 2 came in about 2 months ahead of schedule and about $400,000 under the approved contract amount. This savings is directly tied to the quality of the CAD surfaces.

SIGNATURE PROJECTS

- Page Field – Runway 5-23 Rehabilitation
- Page Field – Runway 13-31 Rehabilitation
  Hole Montes was contracted by the Lee County Port Authority and was responsible for the design to rehabilitate the airfield pavements at Page Field to maintain all pavements at an acceptable condition. The focus of the program was to maintain full pavement width and length while maximizing FAA and FDOT funding and maintain a safe airport.

- Immokalee Regional Airport – Taxiway Rehabilitation
  The project included the rehabilitation of Runway 9-27, in place, and the transformation of the portion of closed Runway 4-22, between Runway 9-27 and Taxiway B, into a midfield taxiway connector. The rehabilitation of these runways involved the removal of the concrete hardstands at both ends of Runway 9-27 and at the intersection with closed Runway 4-22. The existing 70 year old pavement and base sections were replaced with new limerock base and bituminous surface course. The program also included replacement of the antiquated runway edge / threshold lighting and signage system and adding RELs and PAPIs for both approaches to Runway 9-27. New edge lighting and signage was added to Taxiway B. The airfield electrical vault was replaced and a backup generator installed. The regrading of the turf areas within the Runway Object Free Area (ROFA) was also included to remove drainage ditches and ponding that interfered with the maintenance of the airfield and created a wildlife attractant.

- Page Field – Multi-Use Hangar & Ramp Expansion
  This project consists of a 25,000 S.F. multi-use aircraft storage hangar, 5,000 S.Y. of additional aircraft parking ramp, as well as associated site work including modifications to the existing aircraft apron, demolition, grading, drainage, earthwork and utilities to serve the new hangar. This project is currently entering the construction phase.

PROFESSIONAL

Education
University of Florida
Bachelor of Science in Aerospace Engineering, 2015

950 Encore Way • Naples, Florida 34110 • 239.254.2000
6200 Whiskey Creek Drive • Fort Myers, Florida 33919 • 239.985.1200
Richard E. Brylanski, P.E.
Vice President / Shareholder

EXPERIENCE

Total Years Experience: 34
Years with Hole Montes: 28

Mr. Brylanski serves many municipal clients in various capacities involved with the design, permitting and construction of major stormwater management and utility projects. He serves as Engineer of Record for Community Development Districts (CDD) and HOA’s and such as: Spanish Wells, South Bay, Miramar Lakes, University Square, and River Ridge. Design services provided for these various Districts include: new roadways and streetscapes, regional, community and neighborhood parks, roadway lighting, linear paths, utilities (water, wastewater and irrigation), marinas, stormwater and environmental management. Other services include preparing Engineer funding/bond reports, traffic review, and expert testimony.

Hole Montes, Inc. provides general consulting services for municipalities in which Mr. Brylanski is chiefly involved with including Highlands, Lee and Sarasota counties and the cities of Bonita Springs, Cape Coral, North Port, Sarasota, and Fort Myers. Past services provided consultancy project design management of capital improvements projects to consultant services of Development Review Committee (DRC) expert services, design of recreation trails/sidewalks, regional and neighborhood drainage improvements, transportation enhancements, streetscaping, parks and utility redevelopment.

Hole Montes has prepared sewer and water revitalization projects for municipalities including Sarasota County and the City of Fort Myers. As part of these large projects, the firm reconstructed the large existing neighborhoods, provided new utility systems and services, and renovated the associated roadways and drainage. Mr. Brylanski provided drainage design review and liaison services with the Public Works staff and general public. Mr. Brylanski was involved with the NPDOE3 permit application to EPA for Lee County. Hole Montes assisted Lee County with the application of the Municipal Separate Storm Sewer System (MS4) to United States Environmental Protection Agency. Additionally, he prepared the master stormwater management planning documents included in the Lee County Surface Water Management Master Plan, specifically for the Cow Slough, Hendry Creek, Estero River, Halfway Creek, Olga Creek, and Leitner Creek watersheds.

SIGNATURE PROJECTS

Specific Aviation Projects
- FMY: North Quad Development Design & Permitting
- FMY: SE Apron Expansion
- FMY: Phase IV T-Hangers
- FMY: GA Terminal Taxiways & Apron
- RSW: Maintenance Facility
- FMY: GA Terminal, Landside Design & Permitting
- RSW: Parking Expansion
- FMY: North Quad Leese Development
- RSW: Skyplex
- MKY: Rehabilitation of Runway and Apron
- IMM: Rehab of Runway & Realignment of Taxiway
- Immokalee Airport Drainage Rehabilitation
- Marco Island Executive Airpark Drainage Rehab
- Page Field GA Terminal Complex
- Gateway Elementary School; Lee Co.
- Gateway Charter Elementary School; Lee Co.
- Gateway Charter High School; Lee Co.

Utility and Drainage Improvements
- Southgate Underdrains; City of Sarasota
- Dearborn Street Widening; Sarasota Co.
- Carroll Ave/Winkler Rd. Utility & Drainage Improvements; City of Fort Myers
- Bonita Springs Utility/Fort Myers Beach Emergency Water Main Interconnect; Lee Co.
- RSW/Skyplex Utility Expansion

PROFESSIONAL

Education
- Florida Institute of Technology, Bachelor of Science
  Civil Engineering, 1984

Professional Registration
- Professional Engineer, Florida No. 42339

950 Encore Way · Naples, Florida 34110 · 239.254.2000
6200 Whiskey Creek Drive · Fort Myers, Florida 33919 · 239.985.1200
EXPERIENCE

Mr. Taylor’s experience and education are in civil design, hydrology, and environmental engineering. He is responsible for preparation of engineering reports, permit applications, computer modeling, and site design. Mr. Taylor is experienced in hydrological modeling and AutoCAD design. Programs currently being used include AutoCAD, ICPR, and Water GEMS.

SIGNATURE PROJECTS

Page Field Drainage Improvement Project, Fort Myers, Florida – Mr. Taylor permitted the drainage improvements at Page Field Airport in 2012. A drainage report was prepared for each of the four quadrants outlining the permit history and methodology used in designing the water treatment.

Storm Drainage/Flooding Assessment, Lee County, Florida – Several areas were flooded due to rainstorms in late August, 2017 and Hurricane Irma in September, 2017. Lee County wanted to know the reasons for flooding and to point out areas that need further analysis. During this phase, Hole Montes (HM) determined what can be done in the short term to improve drainage and flood carrying capacity. The study areas for HM included in North Fort Myers: Bayshore Creek, Popash Creek, Strouds Creek and, Nalle Grade Road and in the Whiskey Creek Watershed: Canal “L”, the Villas and Pine Lakes. This preliminary assessment of flooded areas involved cursory review of current water management plans, extensive field inspections and collecting of anecdotal information about flooding. Work included field location and mapping of impediments to flow, identifying drainage structures and pathways, evaluation of high water marks and other data sources necessary to help identify immediate and near term improvements to help alleviate flooding conditions.

Page Field G.A. Terminal, Fort Myers, Florida – Hole Montes provided the project management and engineering services from conceptual design through construction of the new G.A. terminal complex in the west quadrant of Page Field Airport. The complex includes a new 22,000 SF terminal building, 24,000 SF bulk hangar, parallel taxiways to two runways, new 600,000 SF apron along with landside improvements including a new access road and vehicular parking. The project also includes utilities, lighting, landscaping, signage and new fuel farm. The taxiways were constructed in 2007 and the apron was completed in 2009. The terminal and hangar buildings, along with the new access road, vehicle parking, signalized intersection modification and fuel farm were all built simultaneously. The project included a comprehensive stormwater management system with two lakes that provide irrigation for the extensive landscaping.

Gartner, Fort Myers, Florida – Since 1997, Hole Montes has served as Gartner’s Site Development Engineer for their 3 office buildings located in Gateway in Lee County, Florida. Hole Montes’ services for this project included surveying, site design, civil engineering, permitting through Lee County, South Florida Water Management District, FAA (Tall Structure Review), Gateway Services District, and Lee County Utilities. In addition, the firm provided construction administration services and final certifications to the different agencies. Hole Montes was hired for the expansion of an additional 132,000 sq. ft. building on the adjacent 8.31-acre parcel. The project was on a fast-paced schedule, and HM met the challenge obtaining all site development permits within 80 days. Hole Montes has designed and permitted two 3-story buildings and a 2-story amenity building for the Gartner Skyplex project now under construction on property leased from the Lee County Port Authority.

PROFESSIONAL

Education
University of Florida, Bachelor of Science, Civil Engineering, 2001

Professional Registration
Professional Engineer, Florida No. 63931

950 Encore Way · Naples, Florida 34110 · 239.254.2000
6200 Whiskey Creek Drive · Fort Myers, Florida 33919 · 239.985.1200
Michael T. Roddis
Construction Inspector

EXPERIENCE

Total Years Experience: 36
Years with Hole Montes: 22

Mr. Roddis has worked as a Construction Field Manager for more than 35 years. He has been responsible for observing contractors’ work progress for compliance with project plans and specifications and worked closely with engineers and surveyors to coordinate field surveys and inspections. Mr. Roddis is experienced in preparation of preliminary opinions of construction cost, conducting preconstruction conferences, coordinating and conducting periodic progress meetings, preparation and maintenance of construction records, coordination with underground utility companies and working with state and local regulatory agencies regarding permit compliance and certifications.

Mr. Roddis’ experience in the projects below include responsibility for structural concrete, potable and reuse water piping, pumping stations and sewer collection systems. These projects also involved various activities such as electrical, painting, landscaping, surveying, drainage, paving and instrumentation.

SIGNATURE PROJECTS

- Collier County North County Water Reclamation Facility (NCWRF) projects include:
  - CEI Oxidation Ditch 3
  - CEI EQ Tank 3
  - RAS/WAS Pump Stations 3 & 4
- Brighton Gardens ACLF
- Collier County Public Schools
  - Administrative Center
  - School "C"
- Key West Island Project
- Longshore Lake
- The Moorings Church
- Collier County South Collier County Wastewater Treatment Facility Expansion – Ph. II
- Naples Municipal and Marco Island Executive Airports – T-Hangar Projects
- Naples Community Hospital – OB Expansion and other NCH Projects
- North Naples Medical Park
- Corkscrew Elementary & Middle Schools
- Cypress Glen Apartments
- Fiddlers Creek – Ph. 1A, 1B, II and III
- Gulf Coast High School
- Olde Cypress – Ph. 1, II and III
- Port of the Islands – Stella Maris & Sunset Cay
- Quail Walk
- Quail West – Ph. I, II and III
- Turtle Creek Apartments
- Arrowhead Reserve

PROFESSIONAL

Professional Education / Certification
- International Municipal Signal Association – Zone Safety Specialist, 1995
- Lee County Vo-Tech Traffic Safety Work Area Specialist, 1995
- American Concrete Institute – Concrete Field Testing Tech, 1995
- Excavation and Trenching for the Competent Person, OSHA 29 CFR 1926.651 Subpart P, 2015
Page Field Airport (FMY)
Rehabilitation of Runway 5-23
& Associated Taxiways

Hole Montes was prime consultant to provide professional design and construction administration services for the Lee County Port Authority’s (LCPA) Page Field Runway and Taxiway Rehabilitation project. This project included extensive drainage improvements in addition to a mill and overlay of Runway 5-23 and rehabilitation of Taxiways A, A1, A2, A3, A6, B, C and E. Over 48,000 tons of asphalt were placed during this project.

The realignment of Taxiway A and C required extensive re-design of the drainage system. This included 45 acres of infield grading in order to direct the flow to the thirty newly installed inlets. As part of this project, 9,960 feet of new pipe was installed to enhance airfield drainage. Hole Montes provided a 3D CAD surface to ensure adequate drainage flow which allowed the design grades to be met within a half inch tolerance via machine controlled equipment. Use of machine control directly correlated into significant cost savings and expedited all grading and paving operations.

During the course of this project, Hole Montes directly worked with Page Field operations staff and LCAP employees to determine all vital design elements. Widespread analysis of the site was also conducted to formulate the best and most cost effective approach to the rehabilitation project. Using the information gathered, Hole Montes determined and developed the requirements for the construction phasing, demolition requirements, pavement thickness, and drainage design in accordance with FAA standards. Hole Montes provided a comprehensive security and phasing plan and worked closely with airport staff throughout each phase of the project in order to minimize the impact on aircraft operations. GFA provided the geotechnical exploration and testing, as well as use of ground penetrating radar to determine the extent of rock removal required.

Summary of Project Relevance
• Installed 9,960 feet of new drainage pipe and 30 inlets
• Prepared contract documents & detailed phasing plans
• Advanced coordination with owner and airport operations staff
• Provided CA services

AAAEE SE Region
2018 General Aviation Project of the Year
Page Field Airport (FMY)
Rehabilitation of Runway 13-31 & Associated Taxiways

Hole Montes was prime consultant to provide professional design services for Lee County Port Authority's Page Field Runway 13-31 and Taxiway Rehabilitation project. Major work for this project included a mill and overlay of Runway 31-31 rehabilitation of Taxiways B2, B3, D3, A, A3 and an extension of Taxiway E. A total of 13,800 tons of asphalt were placed during the development of this project, in addition to various drainage improvements.

The drainage along Runway 13-31 was vastly improved during this project. Previous analysis and pre-construction visits to the site showed that water routinely collected on the northern side of 13-31 and did not adequately drain which resulted in the area frequently not being mowed during the wetter months due to the wet conditions. These drainage deficiencies were fixed by installing 1,344 feet of new pipe and 5 new inlets. The 3D CAD surface allowed contractors to meet design grades within a half inch tolerance via machine control equipment and without the use of grade stakes. This process greatly expedited all grading operations which directly correlated into significant cost savings.

Hole Montes directly worked with Page Field operations staff and LCPA employees to determine all key design elements. Widespread analysis of the site was also conducted to formulate the best and most cost effective approach to the rehabilitation project. Using the information gathered, Hole Montes established the requirements for the construction phasing, demolition requirements, pavement thickness, and drainage design in accordance with FAA standards. Hole Montes provided a comprehensive security and phasing plan and coordinated with airport staff throughout each phase of the project in order to minimize the impact on aircraft operations.
**Immokalee Regional Airport (IMM)**

### Rehabilitation of Runway 9-27

**Year:** 2013  
**Budget:** $8,064,000  
**Final Cost:** $7,769,000

Hole Montes was the prime consultant responsible for engineering services for the design and construction for the Rehabilitation of Runway 9-27 at the Immokalee Regional Airport. The primary focus of the project was to relocate the runway 450 feet to the east which required extension of the runway and parallel taxiway and rehabilitate the remaining pavement for the runway and a portion of the taxiway. A significant portion of the project was to regrade the area between the runway and taxiway to conform to FAA safety area standards, remove all ditches and facilitate ease of maintenance. Hole Montes’ design included a drainage system (inlets and culverts) for most of the runway length which outletted outside of the aircraft operating area. Due to shallow grade limitations and high water table, Hole Montes included underdrains to drawdown stormwater in the infield. Extensive grading was performed to establish proper surfaces along and at each end of the runway. As a result, all drainage ditches and open water were eliminated within the project limit.

The project also included wildlife hazard management which included the placement of over 7,000 L.F. of wildlife deterrent chain link fence to restrict wildlife access to the airfield. Hole Montes and its environmental consultant, Passarella & Associates, addressed the concern with threatened gopher tortoise. All tortoise within the project limit were relocated outside of the aircraft operating area to an isolated wildlife management preserve. GFA provided the geotechnical exploration and testing, as well as ground penetrating radar to identify possible subsurface cavities under the proposed runway and taxiway pavement.

![Image of runway rehabilitation](image)

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### Immokalee Regional Airport (IMM)

#### Clearing of Runway Visibility Zone (RVZ)

**Year:** 2015  
**Budget:** $100,000  
**Final Cost:** $100,000

Hole Montes served as prime consultant for the clearing of the runway visibility zone (RVZ) at the Immokalee Regional Airport. Per FAA standards, a pilot on a runway should be able to see another aircraft for half of the intersecting runway. Ground and vegetation blocked visibility within the area at IMM. Hole Montes conducted a survey to establish the limits of the RVZ and the limits of wetland within the triangular area to be cleared. The clearing plan specified mechanized clearing within uplands and limited hand clearing within the wetland. Excavation and grading was needed to remove a mound within the RVZ. In addition, a drainage ditch was cleared of vegetation and to restore positive drainage away from the airfield.

Hole Montes, along with its subconsultant, Passarella & Associates, coordinated and obtained approvals from the South Florida Water Management District and Collier County for wetland impacts and management of threatened gopher tortoise and scrub jays. All tortoise found within the project limit were relocated to an isolated wildlife management area. The tall grass vegetation within the wetlands was maintained to minimize impact and cost, since it does not interfere with visibility.

![Image of RVZ clearing](image)
SECTION C: RECENT (LAST 5 YEARS) EXPERIENCE

Marco Island Executive Airport (MKY) Rehabilitation of Runway 17-35 and Apron

Year: 2013
Budget: $6,273,000
Final Cost: $6,257,000

Hole Montes was the prime consultant to provide the engineering services associated with the design and construction of the rehabilitation of Runway 17-35 and the GA apron at the Marco Island Executive Airport. As part of the project, HM was responsible for the drainage improvements to resolve standing water between the runway and parallel taxiway and to provide a new drainage system for the rehabilitated apron. Hole Montes improved grading, reconfigured inlet structures and installed underdrains which eliminated standing water during wet season, with exception of short periods after peak storms.

Hole Montes was also responsible to remove mangroves within the runway object free area (ROFA) on the south side and both approaches of the runway. The improvements included removal of seven (7) acres of mangroves and placement of 20,000 C.Y. of fill to grade the runway safety area to FAA standards and raise the grade within the ROFA to discourage reestablishment of mangroves. The edge of the fill area was stabilized with rip-rap to protect from tidal action. In addition, this project included the cleaning of five (5) acres of mangroves and upland vegetation and placing 20,000 C.Y. of fill within the terminal area to create space for future apron and hangars.

Hole Montes, along with its environmental consultant, Passarella & Associates, coordinated and obtained approvals for the project through Florida Department of Environmental Protection and the U.S. Army Corps of Engineers. Hole Montes was also responsible for all pavement and airfield lighting design, establishing construction phasing and a security plan to minimize impact to airport operation.
SECTION D: PROFESSIONAL REFERENCES

Hector Yanez, P.E., Director, Engineering & Construction
Lee County Port Authority
11000 Terminal Access Rd., Ste. 8671
Fort Myers, FL 33913
Phone: 239.590.4605
E-mail: hyanez@flylcpa.com

Steve Borowski, Airport Manager
Brevard County
Valkaria Airport
#1 Pilot's Place
Valkaria, FL 32950
Phone: 321.952.4590
E-mail: steve.borowski@brevardcounty.us

PAGE FIELD AIRPORT (FMY)
REHABILITATION OF RUNWAY 5-23 & AND ASSOCIATED TAXIWAYS
Tim Parker, as Project Manager for this project, provided design and construction support services for the airfield pavement rehabilitation project at Page Field Airport (FMY). The design services included the evaluation of alternatives for any improvements necessary for completion of the project: an analysis of the pavement rehabilitation options, an analysis of the taxiway system associated with Runway 5-23, drainage improvements, replacement of culverts under the runway and taxiways, replacement of runway edge and threshold lights, signage and the installation of new Precision Approach Path Indicators (PAPI), Runway End Identification Lights (REIL) for each approach and new electrical vault. Total Project Budget: $24,037,504.00. HM provided Grant Application Assistance, Permitting, Surveying, Design Services, CEI and Construction Services.

PAGE FIELD TAXIWAY A REALIGNMENT

VALKARYA AIRPORT (X59)
RUNWAY 10-28 PAVEMENT RECONSTRUCTION
Tim Parker was the Project Manager providing grant coordination, design and construction phase services for the Runway 10-28 pavement reconstruction. The pavement was structurally at or near failure and had exceeded its original design life. The project was designed following FAA requirements for design and construction. Recycling of existing material was done to the maximum extent practicable. In addition to the pavement reconstruction, signage, REILs and PAPIs were added to the project. The project was completed on schedule and within budget.

Justin Lobb, Airports Manager
Collier County Airport Authority
2005 Mainsail Drive, Suite 1
Naples, FL 34114
Phone: 239.642.7878
E-mail: Justin.Lobb@collier.gov

IMMOKALEE REGIONAL AIRPORT (IMM)
TAXIWAY B REHABILITATION
Tim Parker served as Project Manager for the engineering services associated with the design, bid and construction phases for the rehabilitation of a 2,600 L.F. segment of Taxiway B at the Immokalee Regional Airport. The project utilized an in-place cold milling of existing pavement and base and the material was used to create an economical subgrade. The project included improvements to the airfield lighting and signage system. The project was funded by FAA, FDOT and Collier County and was completed within budget and on schedule.

Deliverables for all three Professional Reference projects included:
- Plans and Technical Specifications
- Construction Safety and Security Plan
- Detailed Opinion of Construction Cost
- Engineer's Report
- As-built Record Drawings
Work Capacity
Hole Montes staff have over 30 years of experience in designing various airport projects. These projects range from terminal and hangar buildings, airfield pavement, lighting signage and NAV/IDs and landside improvements. Through its role as a local consultant for the Lee and Collier counties and City of Naples Airport Authorities, Hole Montes has successfully completed numerous types of projects to give us the ability to offer a wide breadth and quality of services that the Authority may need.

Hole Montes recently completed two major runway and taxiway rehabilitation projects at Page Field Airport with a total construction cost of over $26 Million. This work was completed ahead of schedule, as a result, we are available to immediately take on additional responsibilities associated with the Runway 5-23 Drainage Improvements project. We have entered into the construction phase of a 25,000 square foot Multi-Use Hangar and Ramp Expansion project at Page Field Airport which is scheduled for completion early 2019. This permits us to immediately commit the full effort of our design professionals to this project.

Key factors that affect HM's ability to take on additional work are the location, diversity and flexibility of the staff and current backlog status. HM staff have adapted to the peaks and valleys associated with typical engineering and development projects and work as a team to complete projects.

SECTION E: AVAILABILITY AND WORKLOAD

Our team is compromised of 56 individuals in two local offices, in addition to multiple local sub-consultants with experience on projects at the Naples Municipal Airport. All of the key staff are located in Southwest Florida and a majority are located within 35 miles of Naples Municipal Airport. Normally the closer the project team is to your project, the more focused and accessible they will be in addressing your issues.

Financial Stability and Capacity to Accomplish Work
Hole Montes has been in business for over fifty years and a key part of that success has been the ability to plan for upturns or downturns in workload. Hole Montes weathered the lean years that followed the 2008 recession and as recovery occurs HM has increased staffing to meet the increasing demands. HM has hired numerous recent graduates and brought on other mid-level staff while maintaining a high percentage of experienced staff. Many of our key support staff have been with HM an average of more than 25 years.

Hole Montes has minimum debt and is very stable financially. Hole Montes maintains the financial resources to cover the operational expenses incurred during development of the Runway 5-23 Drainage Improvements project for the Naples Airport Authority.

Sub-Consultant Financial Stability
Hole Montes has put together a team of trusted sub-consultants that have stayed in business throughout the economic swings of the last ten years. Our selected sub-consultants have a long and successful history of working with Hole Montes on multiple airport projects and have demonstrated strong financial stability.

SECTION F: FIRM'S UNDERSTANDING OF SERVICES REQUESTED

KNOWLEDGE OF STANDARDS & PROCEDURES
Hole Montes has provided engineering services to airports in Southwest Florida for over twenty years and its staff is very knowledgeable of the standards and procedures associated with airport projects including, but not limited to:

- FAA Airport Advisory Circulars
- FAA Orders and Engineering briefs including Airport Improvement Program (AIP) Handbook
- FDOT Design Standards
- Florida Statewide Airport Stormwater Best Management Practices
- FAA / FDOT Grant Procedures
- Florida Procurement Regulations
- FAA Airport Safety and Security Standards
- NAA Safety and Security Procedures including operation of vehicles on airport property
- FDEP Mangrove Alterations

In addition to Hole Montes' extensive airport experience, HM has been involved in permitting and designing major land development projects in Southwest Florida over the past 50 years. The combined experience of the staff and subconsultants provides an amazing mass of knowledge related to standards and procedures specific to the Southwest Florida area. This "area" specific knowledge is beneficial during the planning and permitting phases of a particular project. In many cases, the various regulations are not always reviewed and applied consistently across the State, County, District or Community lines.

Due to the HM team's extensive local experience and detailed knowledge of the regulations and procedures, it very likely that our staff have worked with the individual regulator and or reviewer on previous projects and have a good understanding of how various standards will be applied to the project.

Dealing with stormwater concerns on airports is different than how stormwater is handled in other types of development. This handling often conflicts longstanding norms used by FDEP, Water Management Districts and the USACE. On airports, water features tend to attract wildlife and are typically hazards to safe flight operations. Florida has acknowledged these differences and the need for special handling and developed the "Florida Airports Stormwater Best Management Practices Manual".

Naples Municipal Airport has been a key part in assisting in gathering data to support the assumptions related to stormwater treatment on airports. The results of Naples Municipal Airport's efforts have been documented in the "Technical Report on the Water Management Performance of the FAA Pond at Naples Municipal Airport". Project Manager, Tim Parker, has worked closely with the individuals responsible for much of the work in the study and is very familiar with the intent, implementation and design consideration associated with the State of Florida approved guidance documents.
SECTION F: FIRM'S UNDERSTANDING OF SERVICES REQUESTED

HM understands the scope of services for this project includes Design Phase and Construction Phase consultant services for Runway 5-23 Drainage Improvements. These improvements include replacing a swale system in the infield between Runway 5-23 and parallel Taxiway A with a system of inlets and culverts, eliminating aquatic vegetation which is continuously present for five to six months each year.

This will continue the drainage, grading and wildlife hazard management improvements which have been made at the airport. This work will include the removal of approximately 5 acres of mangroves in the West quadrant of the Airport that has been determined to be a coyote habitat, as well as the installation of perimeter fencing with wildlife deterrent fencing in the same area.

The proposed improvements will decrease the potential threat from wildlife hazards. During the past century, wildlife-aircraft strikes have resulted in the loss of hundreds of lives worldwide as well as billions of dollars in aircraft damage. In addition to the minimizing wildlife threats, the improvements will simplify airfield maintenance activities and decrease the potential for aircraft damage in the event that an aircraft departs the runway or taxiway surface.

Some of the key design considerations for this project include minimizing impact to airport operations, consideration of the tidally influenced ground water levels, existing drainage pipes and structures, scheduling construction activities to coincide with the dry and wet seasonal variations and coordination of mangrove removal with the regulatory agencies.

Construction Phase services will include providing a full-time project representative, conducting construction progress meetings, site visits, submittal and RFI reviews, evaluation of contractor pay requests, preparation of pay requests, preparation of change orders, coordination of QA testing program, preparation of conformed documents and project close-out.

Airport Operations / Safety

Naples Municipal Airport has a high level of private and business jet traffic with seasonal fluctuations. Since most of the drainage work will be occurring in close proximity to the aprons, runways and taxiways, it is critical that phasing and staging be carefully planned. Foreign Object Debris/Damage (FOD) control is a key part of this planning. Due to the nature of the work, there is a higher potential for a runway incursion or FOD incident. The activity includes rock removal, trenching and backfilling which tend to spread debris over the work area and haul routes. Depending on the timing of construction, the work can have a big impact on air operations, especially during the busier winter season. Recent completion of construction of Taxiway D (west of Runway 14-32) and the ongoing construction and realignment of Taxiway D (east of Runway 14-32) will provide more options to enable aircraft movements. These options however will increase the number of aircraft crossing the active runway and will tend to slow ground operations.

Tim Parker, Project Manager, has extensive experience and understanding dealing with airside operations. He is an instrument rated commercial pilot, aircraft owner, aircraft builder and has worked with a major aerospace firm in the flight operations group as a flight test engineer working on high performance military aircraft.

This background has given him a firm appreciation for the complications and increased risk associated with mixing construction and air operations. He has witnessed firsthand the damage caused by FOD, wildlife strikes and what happens when ground support equipment and other airside vehicles come together with aircraft.

The Project Manager's most recent Page Field projects reconstructed both runways and a majority of taxiways over a twenty month period of time. This required extensive coordination with air operations, air traffic control tower and contractors. During this time, no runway incursions or FOD damage was reported. Having a safe operation takes the cooperation of all parties involved. The Hole Montes Team has a high level of commitment to overall project safety.

Tidally Influenced/High Groundwater Levels

Naples Municipal Airport has an extremely high groundwater level, especially during the wetter summer months. This influences this project in two ways. First, it limits the elevation of the inlet grates because if the inlet grate is placed below the typical groundwater elevation in the area, it will stay wet around the inlet and not drain water as intended. Second, high water levels during construction could require dewatering which adds cost to the project and extends the schedule and complicates the installation of new piping and structures.

The combination of high groundwater level and the existing pavement elevation and grading of the pavement edge restrict how much slope may be provided to the inlet. Often grading to inlets is shown as long linear flat areas at the same elevation. This normally tends to cause some areas to pond up and not drain as well. This is often done on the plans for two reasons. First, it is simple to layout and second, it puts the responsibility on the Contractor to create a perfect finished ground surface. When the design only provides spot shots and contour line every 0.5 feet, depressed areas may occur. To eliminate these depressed areas a slight bit of slope (even as little as 0.1 to 0.2%) needs to be provided to send the water toward the inlet. It is typically difficult to do these small slopes with conventional grading techniques which do not use machine control. Machine control requires a high quality 3D CAD surface. This slight bit of slope toward the inlet, in lieu of a large flat bottom area, means that when the water stages up, it does not cover the depressed area and spreads out from the inlet in a bowl-like fashion.

One of the things that sets Hole Montes apart from other design firms is our ability to utilize the full capability of AutoCAD Civil 3D 2018 to create a high quality 3D surface which can be used by GIS machine controlled equipment. Just because you have a 3D CAD surface does not necessarily mean that it is usable for effective machine control. Hole Montes worked with paving contractors, earthwork contractors and CAD software firms to fully understand and produce high quality CAD surfaces. On the most recent Page Field projects, the subgrade, base, asphalt and asphalt milling all used the same CAD surfaces to control a wide range of construction equipment. The imerock was cut by a machine controlled trimmer which consistently cut the material within and 1/8 to 1/4 of an inch of the plan surface. As a result of using machine control, the reduction in material cost was substantial with savings of over $1.5 million in imerock and asphalt costs in one program and $400,000 in another. Another big advantage of machine control is it substantially cuts the survey work required and once the surface is programmed in, the equipment finished graded and be accomplished in fewer passes of the earthwork equipment.
SECTION F: FIRM’S UNDERSTANDING OF SERVICES REQUESTED

PROJECT UNDERSTANDING (KEY ELEMENTS)
Existing Drainage Pipes and Structures
The condition and quality of the existing stormwater piping will influence the overall scope and cost of the project. The new piping and structures will need to tie into the existing drainage systems. Some of these systems drain the ramp area while others cross under the runway and taxisways. Incorporating existing piping into the design would reduce the overall cost; however, this may not be possible in all cases. Some of the factors that could preclude using existing piping could be due to age, size, or alignment associated with the existing and proposed piping system and structures. Relocating existing alignments can cause the pipe runs and structure placements to encounter more rock layers which increases the cost. When existing alignments are maintained, it does not necessarily eliminate rock removal but it does reduce the overall amount required.

Scheduling Considerations
Scheduling construction in Southwest Florida can be challenging. This project will be no exception. Normally the preference is to do major drainage work during the dry season. The primary challenge is the peak season for travel and airport operations is in the same dry season. This limits the options for phasing, staging, and associated construction activity. During wet season, there is always the possibility of tropical storms or hurricane events. Since major drainage modifications impact how quickly rain events can be drained from the site, the preference would be to find a balance between high traffic volumes and wet season concerns.

Coordination of Mangrove Removal with Regulatory Agencies
Removal of mangroves is critical to safe operations at Naples Municipal Airport. The wildlife hazard is significant. At times, the agencies that regulate mangrove removal and wildlife hazard mitigation do not fully comprehend the true threat posed by wildlife on and near airports. During the past century, wildlife-aircraft strikes have resulted in the loss of hundreds of lives worldwide as well as billions of dollars in aircraft damage. As an active pilot and a former Florida Department of Environmental Regulator, the Project Manager understands the concerns of both sides and can help the regulatory community understand the true nature of the problem and why it is important.

We have brought Passarella & Associates on with our team to assist in gaining the required authorization to permit the removal of the mangroves on the five acre site. Passarella is highly experienced in obtaining permits and removal of mangroves on airport properties in Collier County. They have been involved in mangrove removal and other tree and brush removal and trimming at Marco Island Airport, Naples Municipal Airport, Immokalee Regional Airport and Everglades Airport. The current plan is for the project to be funded by FAA, FDOT and NAA sources.

PROJECT TASKS
Hole Montes’ approach to the Runway 5-23 project includes the following tasks:

Data Collection and Schematic Design
- Collect stormwater data and information and perform on-site visual reconnaissance.
- Identify necessary geotechnical tasks and coordinate with sub-consultants.
- Prepare a preliminary estimate of construction cost.
- Client review and coordination.

Preliminary Design
- Develop geometric and grading layouts, drainage and typical sections.
- Draft preliminary construction plans and Construction Safety and Phasing Plan (CSSP).
- Draft construction specifications.
- Prepare a list of modifications to FAA/FDOT design or specification standards that are known or anticipated and prepare necessary justifications for agency review and approval.
- Perform quality control reviews of technical calculation and design approach.
- Prepare a Preliminary Opinion of Probable Construction Cost.
- Client review and coordination.

Final Design
- Complete Final Design and Specifications, incorporating standard specifications and adopted modifications to standards.
- Prepare Final construction plans and Final Construction Safety and Phasing Plan (CSSP).
- Prepare FAA Form 7460 and provide to the airport for submission.
- Prepare the Final Opinion of Probable Construction Cost.
- Prepare estimates of required construction times.
- Prepare the Engineer's Report addressing design criteria, specific design solutions, modifications to standards, design calculations, construction time and cost estimates and information used to estimate liquidated damages.
- Perform quality control reviews.
- Client review and coordination.
- Permitting mangrove removal and ERP.

Bidding Phase Services
- Assist with preparation of documents and electronic formats.
- Coordinate and attend the project pre-bid meeting, including invites to necessary agencies.
- Issue addenda and clarification letters.
- Attend bid opening, prepare bid tabulations and recommendation to award.
- Client review and coordination.
- Assistance with FAA & FDOT Grant applications.
SECTION F: FIRM’S UNDERSTANDING OF SERVICES REQUESTED

Construction Phase Services
- Produce as-built record drawings of completed project.
- Assist with project close-out.
- Provide a full-time Resident Project Representative (RPR).
- Provide construction administration services including monthly project status reports, coordination and conduct of pre-construction meetings, review and response to contractor submittals.
- Prepare quality assurance testing requirements and coordinate with sub-consultants, project RPR and contractor.
- Prepare responses to contractor requests for information and evaluate contractor pay request.
- Conduct and document engineer site visits.
- Prepare necessary change orders to address changes in work or unforeseen conditions, including preparation of written justifications, drawings, forms, and spreadsheets. Negotiate costs and schedule impacts on the contract in coordination with NAA.

Hole Montes IT Capability
HM is working with the latest CAD technology and we have increased our staff with a select group of recent engineering graduates. We currently use AutoCad Civil 3D 2018 to develop our plan sets. Hole Montes has invested substantial funds to assure that its staff have the latest equipment and software programs to perform their work. Hole Montes also maintains in-house IT specialists to keep the equipment fully operational and integrated. Hole Montes maintains a portal that allows our clients to view documents in progress and software such as Microsoft Project to develop schedules and keep projects on track.

In the past, pavement cross sections and spot shots shown on paper plan drawings and electronic pdf files were adequate for contractors to construct an airport paving and drainage project. This is changing! Currently contractors and surveyors expect complete CAD tin surfaces data. They are using the CAD files to program their equipment to grade the subgrade, base and asphalt surface. Our staff is knowledgeable and skilled at providing CAD files in formats that the contractors and surveyors can use. This extra work up front saves time in construction layout, checking the construction progress and determining as-built quantities.

DEMONSTRATED COST CONTROL
Hole Montes is highly focused on bringing projects in on schedule and under budget. Effective cost control is something that starts in the preliminary design phase. The scope of the project needs to be refined early to make realistic projections as to the overall project cost. These early scopes and project estimates will be used to request and obtain funding for the project. Both the FAA and FDOT frown on engineers and sponsors that consistently underestimate the scope and overall cost of a project. The Project Manager has a proven track record with the FAA, FDOT and sponsors of bringing in projects on time and within budget.

The placement of inlets and culverts outside of the runway and taxiway safety areas avoids the need for expensive aircraft rated structures and allows the use of FDOT standards units. Unforeseen conditions are often the cause of cost escalations. The presence of underground rock in the path of drainage structures could result in a change order if not addressed properly by the engineer. Hole Montes intends to run ground penetrating radar along all proposed pipe alignments to identify the presence of rock and quantify quantity.

The second step in effective cost control is putting together a solid set of plans and specifications. Weak plans and specifications typically open the window for numerous Change Order requests by the contractor which drives up the overall project cost.

The construction phase of the project is the final area for maintaining cost control. Quick response and tight control and oversight of the project help to minimize change orders which normally increase cost and extend the schedule. Subcontractor and vendor markets must be evaluated, projected, and integrated into cost estimates. This balance can be best achieved through a proactive cost management (not cost control) approach to the project. The cornerstone of this approach is the continual collaboration between NAA Staff and the Hole Montes Team during the development of the design.

Accurate Cost Estimating
Accurate cost estimating can make or break a project. Early estimates are used to plan funding requirements and help determine budgets for all parties involved, FAA, FDOT and the sponsor. The proposed project manager has an excellent track record preparing early planning stage estimates and later estimates based on final plans. For example:

Page Field Rehabilitation of Runway 5-23 and Associated Taxiways
- Estimate November 2015 prior to obtaining funding and final design $21,804,000
- Estimate at final design stage $19,354,228
- Final construction cost $16,268,816
- FAA funding for the project was $17,654,727

8.7% Under Engineer’s Estimate

Page Field Rehabilitation of Runway 13-31 and Associated Taxiways
- Estimated construction cost November 2015 prior to obtaining funding and preliminary design $7,470,000
- Estimate at final design stage $7,766,226
- Final construction cost $7,738,037
- FDOT funding for the project was $7,422,772

$28,188 or 0.4% Under Engineer’s Estimate

Both projects were completed under the engineer’s estimate, under the original bid price and achieved substantial completion on or ahead of schedule.

The Hole Montes Team maintains a summary of project cost by for every project completed and also obtains available information on similar FAA and FDOT projects. At the earliest design phases, we compare the project scope, systems and materials to our historical project cost data file. The initial estimate prepares a list of cost items that become more detailed with completeness of design documents.

Location and Local Knowledge
The entire Hole Montes Team, including sub-consultants, are located within 35 miles of the Naples Municipal Airport. This proximity is key in cost savings and local knowledge of the area and local issues. While other firms expend considerable funds for travel, our team can be at the airport within one hour. This allows the team to quickly respond to any needs for on-site presence. The Hole Montes Team is also very familiar with local contractors and construction practices specific to the Naples area. Over the years, Hole Montes staff have developed relationships with Authority staff and understand the key issues of the Authority.
Hole Montes has assisted numerous aviation clients in structuring their grant requests to optimize the available funding. The firm's guiding philosophy is to act as an extension of the airport's staff, to identify possible grant funding sources, and to meticulously manage budgets thus making the best use of airport dollars.

Tim Parker has wide-ranging experience working with FDOT District 1 and the FAA Orlando ADO staff. He has gained a reputation for tenaciously pursuing the desires of his clients and providing the required backup information to FDOT and FAA which is critical for the project approach and grant request. Often times, the first feedback from FAA and FDOT is not automatic approval of a project scope or proposed layout. Once a project concept is developed and the initial meeting with the agencies occurs, it is then determined what concerns the agencies have and a plan is developed to overcome and/or address the issues. This tenacity and Tim's ability to work as part of a team has resulted in the largest AIP grant for a reliever airport in Florida ($17,002,364).

Grant Funding Case Studies

Here are 3 case studies with which Tim Parker was associated with procuring grant funding:

**Page Field Airport – Rehabilitation of Runways 5-23, 12-31 and Associated Taxiways**

In the initial meetings with the FAA, it was indicated that the existing 150' Runway width would have to be reduced to 100' and the taxiways would have to be reduced from 50' to 35'. However, the FAA did provide the opportunity for the Lee County Port Authority to justify maintaining the existing width of the runway and taxiways. Information supporting retaining both the runway and taxiway widths was provided on multiple occasions to the FAA. Additional supporting information was requested multiple times and responses were developed. In the end, the FAA accepted the Runway and Taxiway widths as requested. The LCPO received one of the largest FAA grants for a GA airport in FY2016 ($17,002,364). This was in large part due to the team effort and working with the FAA and FDOT to provide documentation supporting information for the requests.

**Valkaria Airport – Construction of Taxiway “A” (2013) and the Reconstruction of Runway 10-28 (2014)**

Prior to 2010, Valkaria Airport had not received FAA and FDOT grants for an extended period of time. In 2011, while Tim Parker served as Project Manager for the Authority's Engineer of Record, the airport received an initial grant to design the rehabilitation the Apron and Taxiway B ($109,315). That same year, the airport received a FAA grant for construction of the apron and Taxiway B and the design of a new Parallel Taxiway A ($2,831,411).

The following year (2012), the airport received another FAA grant ($2,354,589) to construct Taxiway A and for design services for reconstructing Runway 9/27. In 2013, the FAA grant to reconstruct Runway 9/27 was issued ($1,766,768). The FAA grants were followed up with a $1,624,000 FDOT grant for construction of hangars in 2013. In a three year period, Valkaria Airport received over $7M in FAA grants and $2M in FDOT grants.

**City of Arcadia**

The airport had not received an FAA or FDOT Grant in over 10 years. The City has a limited budget; however, through a team effort led by Tim Parker as Project Manager for the consultant and airport staff, we were able to secure a 100% FDOT grant for a small security fence project ($78,000). Shortly after that project was completed, the airport runway and taxiway lights started going out of service more than they were in service and then finally went out permanently. A plan was developed to replace the existing electrical vault and airfield lighting. FDOT did not have the project programmed but due to the urgency of the problem, FDOT agreed to fund the project over the next three budget cycles, as long as the City up-fronted the money to complete the project. The project was Designed, Bid and Built on an accelerated schedule. When the project was completed under the $840,000 budget and ahead of schedule, the FDOT found the grant money to fund the project 100% in that grant year. Note: Arcadia is able to get 100% funding due to its economic condition.

**Recent Hole Montes Grant Funding Experience**

*Page Field: Rehabilitation of Runway 5-23 & Associated Taxiways*  
$17,002,364 FAA AIP Grant, 2016

*Immmokalee Regional Airport: Rehabilitation of Runway 9-27*  
$6,754,362 FAA AIP Grant, 2013

*Marco Island Executive Airport: Rehabilitation of Apron & Runway 17-35*  
$5,649,916 FAA AIP Grant, 2013

*Page Field: Rehabilitation of Runway 13-31 & Associated Taxiways*  
$7,422,772 FDOT Grant, 2017
The following tables reflect the Project Manager’s FAA and FDOT grant experience for projects over the last ten years.

### FAA Grant Experience

<table>
<thead>
<tr>
<th>Airport</th>
<th>Project</th>
<th>FAA Grant Value</th>
<th>District Office</th>
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<tr>
<td>Lee County Port Authority Page Field</td>
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<td>Orlando ADO</td>
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<td>Rehabilitate Runway 5/23 Lighting and</td>
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<td>Rehabilitate Taxiway A</td>
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<td>New Parallel Taxiway A Design</td>
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<td>A Construction</td>
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<td>City of Leesburg Leesburg International</td>
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<td>Jennifer Ganley</td>
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<td>Airport</td>
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<td>Martin County Airport/ Witham Field</td>
<td>Runway 12/30 EMAS</td>
<td>$10,117,000</td>
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<td>Miguel Martinez</td>
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### FDOT Grant Experience

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<td>Runway 5-23 &amp; Taxiway Rehabilitation</td>
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<td>Runway 13-31 &amp; Taxiway B and E Rehabilitation</td>
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<td>Witham Field</td>
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<td>$921,000</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>863.518.2265</td>
</tr>
</tbody>
</table>
Hole Montes is serious in providing disadvantaged business enterprises (DBE) the maximum opportunity to participate in the performance of work and assures Naples Airport Authority that DBE and/or WMBE (DBE) firms will have maximum opportunities under this agreement. HM has a long and well-founded relationship with both local and state DBE firms and those nationwide that fully meet the 49 CFR Part 26 eligibility standards. The DBE goal established for this contract is 8.95% of the total contract value of this contract.

Hole Montes is committed to assist the Authority in accomplishing its DBE goals for this project. For over 20 years, Hole Montes has sought out DBE firms and provided them opportunities to participate in airport projects. We have developed a network of quality DBE firms of various disciplines that can provide positive input into your project. Hole Montes has previously worked with E. F. Gaines Surveying Services on various airport and other projects in Southwest Florida. EF Gaines is pre-qualified with the Florida Department of Transportation for Work Areas 8.1 Control Surveying, 8.2 Design, Right-of-way & Construction Surveying and 8.3 Right-of-way Mapping. EF Gaines currently holds DBE/MBE/SBE certifications with the following agencies: Florida Department of Transportation; State of Florida, Florida Department of Management Services, Office of Supplier Diversity; and South Florida Water Management District.

The following is our recent DBE opportunity history for design and construction services with the Lee County Port Authority for the projects at Page Field Airport.

- Rehabilitation of Runway 5-23 & Associated Taxiways 27% of Contract
- Rehabilitation of Runway 13-31 & Associated Taxiways 24% of Contract

Florida UCP DBE Directory
Vendor Profile
As Of: 09/12/2018
Vendor Name: E. F. GAINES SURVEYING SERVICES INC
Certification: DBE/MBE
Former Name:
Business Description: LAND SURVEYING SERVICES
Mailing Address:
5235 RAMSEY WAY STE 10
FORT MYERS, FL 33907-
Physical Address:
5235 RAMSEY WAY STE 10
FORT MYERS, FL 33907-
District: 61 County: LEX
Website:
Contact Name: ELIZABETH GAINES Phone: (239) 418-6126 Fax: (239) 418-0127
Current DBE Certification: Certified
Statewide Availability: N
Certifying Agency: Florida Department of Transportation
Certified BIDs:
54370 - Surveying and Mapping (except Geophysical) Services
Available Work Counties:
01 CHARLOTTE 01-COLLIER 04-DORADO 05-GLADES 06-HARDEE 07-HENDRY
09-HIGHLANDS 10-LAX 13-MARTIN 91-OKEECHOBEE 16-POLK 17-SARASOTA
Available Work Districts:
01

State of Florida
Woman Business Certification
E. F. Gaines Surveying Services, Inc.
Assessed under the provisions of 317 and 305.115, Florida Statutes, for period from 04/18/2017 to 04/18/2019
Office of Inspector General
Office of Inspector General}

Professional Consulting Services Runway 5-23 Drainage Improvements
Submitted September 14, 2016
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LETTER OF INTENT
To Utilize a DBE Subcontractor/Subconsultant

From: Hole Montes, Inc.
(Name of Proposer/Responder)

To: City of Naples Airport Authority Selection Committee

Project: Professional Consulting Services Runway 5-23 Drainage Improvements

In response to the City of Naples Airport Authority RFQ for Professional Consulting Services for Runway 5-23 Drainage Improvements, Hole Montes, Inc. hereby agrees to utilize the minority firm listed below, if awarded the contract. Hole Montes, Inc. further certifies that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with the City of Naples Airport Authority.

Name of DBE Firm: E.F. Gaines Surveying Services, Inc. (EFGaines)
(Proposed DBE Subcontractor/Subconsultant)

Work to be performed by DBE Firm: Surveying & Mapping Services

(Signature of Owner or Authorized Rep.)

9/7/18
(Date)

(AFFIRMATION BY THE PROPOSED DBE FIRM)

E.F. Gaines Surveying Services, Inc. (EFGaines) intends to perform work in connection with the above Contract. The undersigned agrees with the prime contractor's/consultant's proposal and further certifies that all information provided herein is true and correct.

(Signature of Owner or Authorized Rep.)

9/10/2018
(Date)

If Hole Montes, Inc. does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.
September 14, 2018

Kerry Keith
Senior Director of Airport Development and Facilities
City of Naples Airport Authority
160 Aviation Drive North
Naples, FL 34104

RE:  Statement of Qualifications
Runway 5-23 Drainage Improvements Project: Naples Municipal Airport

Dear Mr. Keith,

EG Solutions, Inc. (EGS) is pleased to submit our qualifications for the Runway 5-23 Drainage Improvements project. EGS Solutions was established in 2013 to provide unique and innovative solutions to our airport clientele. Each member of our senior management team has over 30 years of airport consulting experience, of which most has been in Florida.

Our designated Project Manager, Scott Brady, P.E., has been the engineer of record on most airfield projects at Naples Municipal Airport (APF) over the past five years. Each project has been successfully completed on budget and schedule with no claims or litigation and successfully closed out. Scott has exhibited his skills in coordinating projects with the various stakeholders including the Federal Aviation Administration (FAA), the Florida Department of Transportation (FDOT), the South Florida Water Management District (SFWMD), and the City of Naples.

The project is more of a stormwater management challenge than any other issue. As the Naples Airport Authority's consultant on the master drainage plan, the EGS Solutions team is the most knowledgeable of the issues revolving around the water management and wildlife challenges that APF faces.

EGS has structured a team that has worked together and is familiar with APF. Environmental Science Associates (ESA), who is currently under contract for the Master Plan at APF, will provide environmental consulting services including NEPA coordination, mitigation, and permitting. Hanson Professional Services, who is currently the general consultant for APF, will play a vital role in the production of the plans, including airfield electrical. Other firms include E.F. Gaines for surveying, and Ardaman and Associates for geotechnical work. Both of these firms are local and have worked at APF.

EGS has a successful history with APF, and we look forward to continuing our relationship. Both EG Solutions and E.F. Gaines are certified DBE firms.

In transmitting our proposal, we acknowledge the following addenda:

- Addendum #1 dated 8/31/18.
We are prepared to begin work immediately. We look forward to discussing our qualifications and approach with the staff and Authority at your convenience. If you have any questions, please don’t hesitate to contact us at (941) 567-1622.

Respectfully Submitted,
EG Solutions Inc.

Kelly Rubino, P.E., CBC
Vice President
krubino@eg-solutionsinc.com

The following comments on the Professional Service Agreement are from our insurance carrier and directed at Section 9, Indemnification, and Section 10, Rules and Regulations.

9. Indemnification. To the fullest extent permitted by applicable law, Professional shall indemnify, defend and hold harmless the Authority and the Authority’s past and present commissioners, officers, employees, insurers, attorneys, agents, licenses, lessees, invitees, successors and assigns, in both their individual and representative capacities, from and against any and all liabilities, damages, losses, penalties, causes of action, claims, demands and costs, including, but not limited to, reasonable attorneys’ fees and expenses of defense (through all appeals), arising out of or in connection with (a) the Services or other work performed by Professional pursuant to this Agreement, (b) the failure to fulfill any and all responsibilities, covenants and obligations of Professional under this Agreement and (c) any act or omission of Professional or Professional’s employees, personnel, subcontractors, agents, licensees or invitees. Nothing contained herein will be construed as a waiver of any immunity or limitation of liability the Authority may have under the doctrine of sovereign immunity under Florida Statute section 768.28 or otherwise. The Authority reserves the right, at its option, to participate in the defense of any suit, without relieving Professional of any of its obligations hereunder. The obligations of this Paragraph 9 will survive termination of this Agreement and will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. If the provisions of this Paragraph 9 are found to conflict in any way with Florida or other governing law, then this Paragraph 9 will be considered modified by such laws to the extent necessary to remedy the conflict.

This Paragraph 9 shall also pertain to any claims brought against the Authority by any of Professional’s employees, personnel, subcontractors, agents, licensees and invitees and any other party claiming by or through Professional. Professional’s obligations under this Paragraph 9 shall not be limited in any way by Professional’s limit or lack of sufficient insurance protection.

10. Rules and Regulations. In performing the Services, Professional shall comply with each of the following:

a. Any and all of the Authority’s (i) Rules and Regulations of the Naples Municipal Airport, Naples, Florida, as amended, (ii) regulatory and compliance regulations, as amended, and (iii) procedures, rules and other requirements on file in the offices of the Executive Director of the Authority or hereafter promulgated, established or amended from time to time by the Authority in its sole discretion (collectively the “Airport Rules and Regulations’). The Airport Rules and regulations are incorporated herein by reference and made part of this Agreement. Upon request, Professional shall have the right to review any of the Airport Rules and regulations during regular business hours at the offices of the Executive Director of the Authority; and

b. Any and all applicable laws, statutes, ordinances, codes, rules, regulations, orders, and governmental permits and requirements.
EG Solutions Inc.

EG Solutions Inc. (EGS) is an aviation consulting firm, comprised of owners and senior management, each with over 35 years of experience, a majority of which has been on Florida airport engineering projects. EGS was formed to provide unique, specialty services to the transportation community within an entrepreneurial and innovative culture among its employees. These include complex geotechnical, paving, program management, and water management permitting and design services.

A recent representation of this philosophy is EGS’s completion of a complex research project at APF. Funded by the Federal Aviation Authority (FAA) and Florida Department of Transportation (FDOT) and teaming with the University of Florida’s Environmental Engineering Department, this multimillion-dollar project is an innovative approach to reducing wildlife hazards on airports as well as improving the water quality of stormwater facilities within a much smaller footprint than using current presumptive Department of Environmental Protection rules. This program will soon be the standard for stormwater management associated with transportation related projects. EGS personnel have worked at over 50 airports and 200 projects in the State of Florida.

EGS personnel have provided professional services to the general aviation community as well as commercial airports and the Florida Department of Transportation. Some of our services include:

- Master Plans
- Environmental Assessments
- Airfield Pavement Design
- Geotechnical Analysis
- Stormwater Management Design and Permitting
- Utility Design
- Design-Build, including construction services
- Construction Administration
- Resident Project Representation
- Program Management
- Hangar Development

Examples of our current workload range from providing program oversight services to the Florida Department of Transportation on both the Tampa and Orlando expansions, both airports with over 200 million dollars of state funds invested in their program, to a new general aviation terminal building at Valkaria Airport in Brevard County. When Hurricane Charley devastated the Charlotte County Airport in Punta Gorda in 2004, EGS personnel established a construction company and rebuilt the Airport, utilizing a design-build delivery system and managing numerous sources of funding.

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

Hanson Professional Services Inc. (Hanson) is a national employee-owned consulting firm providing a full range of engineering, planning and allied services to public and private clients around the world. The firm, founded in 1954, employs over 385 architects, engineers, and land acquisition specialists, planners, scientists, surveyors, construction specialists and technicians. Hanson has provided engineering, planning and construction management services for more than 50 years to airports, large and small. Hanson offers the services and support of approximately 50 aviation professional, technical and administrative staff with expertise in all elements of aviation planning, design, construction management and community involvement. Hanson has 25 offices nationwide, including Lakewood Ranch, FL.

Environmental Science Associates (ESA) is an environmental consulting and planning firm with more than 47 years of experience in all aspects of project planning, environmental assessment, natural resource management and regulatory compliance. Founded in 1969, shortly before enactment of the National Environmental Policy Act (NEPA), ESA is an employee owned, sciences based firm with core values that promote sustainability and environmental management. With over 350 professionals in more than 20 offices, we are large enough to offer a full range of services but small enough to provide personal service and attention. Our nimble, multidisciplinary teams allow us to bring project-specific expertise to the local level.

ESA distinguishes itself from other environmental firms through our specialized focus on airports as a national practice. In Florida, ESA has provided environmental services to 33 of the 42 towered airports in the state, and we are currently on-call or working at over 40 Florida airports, including the five busiest airports in Florida (MIA, MCO, RSW, TPA and FLL).

ESA specializes in compliance documentation and technical studies in support of airport development programs, including environmental assessments, NEPA compliance documentation, Wildlife Hazard services, noise (Part 150) and air quality studies, airport planning, land use compatibility planning and the full range of FAA and regulatory compliance.

E.F.Gaines Surveying Services, Inc. (EFGaines) is a licensed surveying and mapping firm located in Fort Myers, Florida. EF Gaines has been providing design related surveying services to both public and private sector clients since 2002. Elizabeth F. Gaines, PSM, the owner and founder of the firm, has over 30 years of surveying experience and is well known in the southwest Florida design community. EFGaines specializes in providing surveying, mapping and S.U.E. services to engineering and architectural firms as well as public agencies. EFGaines fills the key role of Project Surveyor in the multi-disciplined approach used with today’s professional design teams.

Ardaman & Associates, Inc. (Ardaman) is a professional geotechnical, environmental, water resources, facilities and construction materials engineering consulting company with 430 professional engineers, scientists, technicians, drilling personnel, technical assistants and support staff. Ardaman serves clients throughout Florida (11 branch offices) and Louisiana (5 branch offices), as well as nationally and internationally from its corporate headquarters in Orlando, Florida. Ardaman is a technically and a fiscally sound firm that has experienced a successful steady growth since its inception in 1959. In 2002, the company merged with Tetra Tech Inc., a national infrastructure and environmental engineering company, and is a wholly owned subsidiary of that firm. Ardaman maintains the high level of integrity and technical excellence that had become synonymous with the Ardaman name. Our commitment to quality is supported by our use of the most advanced mechanical and electronic tools available, along with specialized instruments developed by Ardaman professionals for particular applications.
Mr. Brady has over 39 years of experience in civil engineering, emphasizing public sector projects. More than 32 years of his total experience is focused on airport projects, which includes assignments as program manager, project engineer, and consultant. His varied engineering functions have included: engineering analysis, design documents preparation, permitting, cost estimating, CPM scheduling, bid analysis, grant assistance, field observation, construction claims evaluation and resolution, forensic engineering, expert testimony, research and instruction. He has worked on over 175 airport projects at over 50 airports. These have been located in 11 states in four FAA regions, with a concentration in the FAA Southern Region. In 2012, Mr. Brady was co-recipient of a Corporate Eagle Award from the Florida Airports Council for his contributions toward Florida's stormwater legislation. He was the Program Manager and Engineer of Record for the 2014 and the 2015 projects honored with the J. Bryan Cooper Environmental Award from the Florida Airports Council.

A partial listing of his relevant project experience includes:

City of Naples Airport Authority, Naples Municipal Airport, Taxiway "D" Realignment and Drainage Improvements, Naples, FL. Project Manager. This project provides professional engineering services for the construction of Taxiway "D" realignment. The realignment is from Runway 14/32 to Taxiway "D-1". Two intermediate connectors are included. The services include: field surveys, geo-technical subsurface exploration, geometric layouts, pavement design, storm water management design and permitting, electrical modifications, signage, water and sewer design and permitting, pavement markings, bidders services, construction progress meetings, site visits, submittal and RFI reviews, evaluation of contractor pay requests, preparation of change orders, coordination of a QA testing program, preparation of conformed documents, and project closeout.

City of Naples Airport Authority, Naples Municipal Airport, Taxiway "D" Extension, Naples, FL. Project Manager. This project was for the construction of an extension to existing Taxiway "D". The extension is from Taxiway "C" to intersection of Runway 5 extension opposite Taxiway "A1" Connector. The services include: field surveys, geo-technical exploration, geometric layouts, pavement design, storm water management design and permitting, wetland mitigation, electrical modifications, signage, pavement markings, bidders services, and construction administration. Project cost: $2,500,000. Jan 2018

City of Naples Airport Authority, Naples Municipal Airport, Runway 14/32 Safety Area and Drainage Improvements, Naples, FL. Project Manager. This project consisted of changing the conveyance system from open swales to enclosed culvert. This was done to comply with a Part 139 inspection finding that existing headwalls and open swales did not meet current Runway Safety Area criteria. Further, the project was done to help alleviate flooding that periodically impacts upstream, fixed base operators. A full-length enclosure of the swales was recommended and approved to reduce wildlife attractants adjacent to the runway, in lieu of a combination of swales existing culvert extensions. Project cost: 3,100,000. 2015

City of Naples Airport Authority, Naples Municipal Airport, Taxiway A and Water Management System Improvement Planning, Design and Construction, Naples, FL. Program Manager. The project was an extension of Taxiway A to Runway 23 threshold and state-of-the-art water management system modifications and improvements. It included FAA and FDOT grant assistance and coordination, master drainage planning, pre-project water quality monitoring, pre-project wildlife monitoring, site specific Computational Fluid Dynamics modeling, system improvement design, Construction Safety and Phasing Plans (CSPP),...
permitting with the jurisdictional agencies, construction of crenellations/baffles in existing ponds, design and construction of automated monitoring systems for water quality and quantity, coordination with stakeholders including FAA, FDOT, the FDEP, and the 5 Water Management Districts (WMDs). Ancillary work will include aerial topographical surveys, creating a GIS for the project, and public outreach. The final monitoring results were incorporated into the Florida Statewide Airport Stormwater Study, potentially changing rules for wet ponds on and near airports in the state. Estimated project cost excluding post construction monitoring: $4,500,000. 2016

City of Naples Airport Authority, Naples Municipal Airport, Taxiway A Improvements and Holding Bay, Naples, FL. Project Manager. This project re-constructed the Taxiway "A" connection to Runway 5 approach end and added a Holding Bay to comply with FAA Advisory Circular 150/5300-13A changes. It improves ground movement operations and reduces delays to departing jet traffic caused by piston aircraft pre-takeoff engine run-up checks and holds for IFR Clearance and Release for all aircraft types. This can also improve air traffic flow control since aircraft on instrument flight plans often have specific release times that can impact and be impacted by congestion on the taxiway caused by piston engine run-ups or aircraft position in the taxi sequence. The services included; field surveys, geometric layouts, pavement design, storm water management design and permitting, water and force main relocation design and permitting, Construction Safety and Phasing Plan (CSPP), signage, pavement markings and bidding services as described below. Value engineering done during construction provided savings that were used to change the lighting system of the entire Taxiway A segment south of the intersection with Runway 14-32 to LED. Project cost: $1,700,000. 2017

Sarasota Bradenton International Airport, Master Drainage Plan Update, Sarasota, FL. Project Manager. The project is an update to the master drainage plan and calculations to reflect the changes that have occurred since the date of the original permit. This also includes using new rules and data for airport water management that EGS developed in whole or in part. Efforts include research into previous permits to consolidate and update calculation data. Wetland and wildlife hazard information is being provided by consulting environmental scientists. The master drainage plan calculations include a mathematical model of the Airport system utilizing the EPA-SWMM software. This allows use of actual rainfall records in addition to synthetic storms to generate runoff. It is also used to determine pollutant loadings caused by rainfall runoff from different land uses and the effects of different management practices on them. Project cost: $349,690. Ongoing

Florida Department of Transportation, Statewide Airport Stormwater Study, Tallahassee, FL. Project Manager or Technical Manager – phase dependent. The FDOT Statewide Airport Stormwater Study, jointly funded by the FDOT and the Federal Aviation Administration is intended to limit water management features that are more attractive to wildlife, while meeting all state and federal rules for water quality and quantity management. Project Manager for the initial study that included program design; data collection (including stormwater runoff quality and quantity data from the airsides of 13 Florida airports); a Technical Report and an updateable Best Management Practices Manual for Florida Airports. The Best Management Practices Manual makes recommendations based on data collected and analyzed for the study, and guidance from the Florida Department of Environmental Protection and Water Management Districts for stormwater systems. Technical Manager for studies illustrating the application of the data; rewrites of the BMP Manual to incorporate model and practice experience; physical and computer models for "FAA/USDA Ponds," legislation and rulemaking assistance; and post-construction monitoring for the pond modifications at Naples Municipal Airport. The project resulted in legislation and a general permit for airport airside stormwater management FAC 62-341.449. Estimated Final Project cost: $7,000,000. 2000-2016
Mr. Rubino is a founder and partner at EG Solutions, and has over 40 years of experience in the administration and operation of commercial service and general aviation (GA) airports, airport and aviation related project design, project management, construction management, design/build, DRI development of aviation projects including runway extensions, terminal expansions, parking facility expansions and outparcel development and financial planning.

Mr. Rubino has held several high-level airport positions. He is the former director of airports for Charleston County Aviation Authority in South Carolina, where he was responsible for all management and aviation activities at Charleston International Airport (commercial service) and two GA airports. During his tenure, he supervised numerous planning and development projects including the design and construction of a new 300,000 square foot commercial terminal complex and long-term land use plan for 150 acres including the future Boeing site. He also supervised the design and construction of a new general aviation airport in Mt. Pleasant, South Carolina.

Mr. Rubino also served as assistant director, engineering and planning at the Allegheny County Department of Aviation in Pittsburgh, Pennsylvania. He was responsible for the total budgeting, managing, planning, engineering, construction and tenant coordination at the Greater Pittsburgh International Airport and the Allegheny County Airport. One of the major projects he was responsible for was the construction of a 10,000 foot by 200 foot Portland Cement Concrete (PCC) runway. Prior to his service with Allegheny County, he held a senior level position with Allegheny Airlines, predecessor to U.S. Airways and American Airlines, where he served as facilities administrator, engineering and planning. He was responsible for the capital improvement design and construction of Allegheny facilities at Newark International Airport during its initial construction, Indianapolis, Cincinnati, Harrisburg, PA. Ronald Reagan (formerly National Airport in Washington D.C.) and numerous city ticket offices throughout the northeast United States.

Mr. Rubino served with the Naval Facilities Engineering Command (NAVFAC). He assisted in the rebuilding of the Naval Construction Battalion Center in Gulfport Mississippi, working with the Atlantic Fleet Seabees after Hurricane Camille. While with NAVFAC, Mr. Rubino also oversaw the construction of an anechoic wind tunnel at the David Taylor Model Basin in Carderock Maryland. The tunnel was used to test the impact of wind currents on naval vessels. Mr. Rubino also served in the U.S. Army with the Corps of Engineers where he held a top secret clearance.

Mr. Rubino has managed the Florida aviation practice for two nationally recognized consulting firms. His experience covers a broad range of projects and consulting assignments including airfield design, terminal and building planning, design and construction, environmental assessments and general consulting services to numerous airports and other government entities. He was also principal in charge of the design build team that reconstructed the Punta Gorda Airport after Hurricane Charley.

In 2012, Mr. Rubino and Scott Brady, P.E., were recognized with a Corporate Eagle Award from the Florida Airports Council (FAC) for their contributions toward Florida's stormwater legislation during FAC's 43rd annual Conference and Exposition in Naples, Fla. Mr. Rubino was recognized for his above-and-beyond efforts, from assisting with language used in the legislation to providing professional guidance as well as educating members of the Florida legislature and the Governor's Office on airport stormwater issues.
Ms. Brady is a founder and partner at EG Solutions and is a senior technical manager, she has experience in all phases of typical civil projects including conceptual and final design, construction document preparation, report preparation, environmental permitting and construction inspection and observation. Ms. Brady is certified in professional storm water quality and her specialty work assignments have emphasized water and environmental management, geotechnical and materials engineering and construction phase services.

A partial listing of her relevant project experience includes:

City of Naples Airport Authority, Naples Municipal Airport, West Quad Pond, Naples FL. Lead Water Resource Engineer. The project was the construction of a new water management pond of lesser footprint than existing water management components it replaces. The design objectives are reducing wildlife attractants, providing more efficient water quality management for airport stormwater, and providing features consistent with the Gordon River Greenway. Project involvement has included: surface and ground water computer simulations; wetland mitigation support; Environmental Resource Permit (ERP) assistance; construction dewatering permit assistance; erosion and sedimentation control plans; and construction phase services. $1,300,000. May 2015.

City of Naples Airport Authority, Naples Municipal Airport, Runway 14–32 Safety and Drainage Improvements, Naples, FL. Lead Technical Engineer. The project consists of changing the conveyance system from open swale to enclosed culvert. This was done to comply with a Part 139 inspection finding that existing headwalls and open swales did not meet current Runway Safety Area criteria. Further the project was done to help alleviate flooding that periodically impacts upstream, fixed base operators. A full length enclosure of the swales was recommended and approved to reduce wildlife attractants adjacent to the runway, in lieu of a combination of swales with existing culvert extensions. This design recommendation was consistent with FAA Advisory Circular 150/5320-5c and 150/5200-33b. Project cost: $3,100,000. 2015

City of Naples Airport Authority, Naples Municipal Airport, Taxiway A and Water Management System Improvement Planning, Design, and Construction, Naples, FL. Lead Water Resource Engineer. The project is an extension of Taxiway A to Runway 23 threshold and state-of-the-art water management system modifications and improvements. The project included master drainage planning, pre-project water quality monitoring, pre-project wildlife monitoring, site specific Computational Fluid Dynamics modeling, system improvement design, permitting with the jurisdictional agencies, construction of crenellations/baffles in existing ponds, design and construction of automated monitoring systems for water quality and quantity, coordination with stakeholders including FAA, FDOT, the FDEP, and the 5 Water Management Districts (WMDs). Ancillary work will include aerial topographical surveys, creating a GIS for the project consistent with FAA guidelines and WMD, and public outreach. The final monitoring will be incorporated into the Florida Statewide Airport Stormwater Study, potentially changing rules for wet ponds on and near airports in the state. Estimated project cost excluding post construction monitoring: $5,000,000. Ongoing

Sarasota Bradenton International Airport, Master Drainage Plan Update, Sarasota, FL. Lead Water Resource Engineer. The project is an update to the master drainage plan and calculations to reflect the changes that have occurred since the date of the original permit. This also includes using new rules and data for airport water management that EGS developed in whole or in part. Efforts include research into previous permits to consolidate and update calculation data. Wetland and wildlife hazard information is being provided by consulting environmental scientists. The master drainage plan calculations include a mathematical model of the Airport system utilizing the EPA-SWMM software. This allows use of actual rainfall records in addition to synthetic storms to generate runoff. It is also used to determine pollutant loadings caused by rainfall runoff from different land uses and the effects of different management practices on them. Project cost: $349,590. Ongoing
Mr. Coughenour has over 30 years of experience in the construction industry, primarily on public sector and transportation projects. He has served as a Resident Project Representative (RPR) on a number of projects throughout the Midwest and Florida. He also is the construction management lead for our affiliate firm, EG Constructors, providing design-build services. Other roles include superintendent on construction projects where EG Constructors is the prime contractor.

Mr. Coughenour has managed pavement rehabilitation projects, including PCC and flexible pavements, as well as new pavement construction, maintenance buildings, utilities, and stormwater facilities. He is directly involved in assisting the phasing and scheduling of projects and providing constructability reviews as a quality assurance check.

City of Naples Airport Authority, Naples Municipal Airport, Taxiway “D” Realignment and Drainage Improvements, Naples, FL. Providing part-time RPR services for the construction of Taxiway "D" realignment. The realignment is from Runway 14/32 to Taxiway "D-1". Two intermediate connectors are included. The services for the project include; field surveys, geotechnical subsurface exploration, geometric layouts, pavement design, storm water management design and permitting, electrical modifications, signage, water and sewer design and permitting, pavement markings, bidding services, construction progress meetings, site visits, submittal and RFI reviews, evaluation of contractor pay requests, preparation of change orders, coordination of a QA testing program, preparation of conformed documents, and project closeout.

Punta Gorda Airport, Apron Expansion, Punta Gorda, FL. Construction administration for expansion of the air carrier parking ramp north of the existing ramp. Due to rapid growth at PGD, additional aircraft parking spaces are required. The project includes 8600 square yards of 15-inch PCC pavement, 2600 square yards of macro-fiber reinforced 8-inch PCC pavement, 3200 square yards of flexible taxiway pavement, stormwater management systems, extension of an existing passenger canopy, mast lighting, and dump station relocation.

Spruce Creek Airpark, Runway 5/23 Improvements, Volusia County, FL. (EG Constructors) Superintendent for improvements to Runway 5/23. This was a design build contract. The top ½ inch of the existing surface was milled off and transported to a storage site. Any spots where an area of the surface disintegrated when milled was patched in preparation for the application of the new surface. A nominal two inches of a special recycled asphalt pavement mix was applied to the milled runway surface. Low or depressed areas were built up with the mix to conform to the runway crowning and to minimize areas where water would pool to the extent economically possible. A physical survey identified such areas. The newly applied surface is smooth, crowned in the center to drain to both sides with fewer pockets or depressions that create bumps or standing water. Markings were placed on the new surface replicated the existing markings except for the change of the runway numbers from 5/23 to 5/24. The initial painting was a light application of the markings to be followed by a final heavy marking coat after the new surface has cured.

Indianapolis International Airport, November Taxiway, Indianapolis, IN. Resident project representative responsible for the construction of 6,000 feet of taxiway requiring P-152 embankment, P-306 Portland cement concrete (PCC) stabilized subbase, and P-601 PCC pavement and shoulders for taxiway. Also included installation of a new storm sewer and subsurface drainage, taxiway lighting and signage including home run cable installation, and final pavement marking placement.
JULIE SULLIVAN, M.S.

ESAs Southeast Regional Director, Biological Resources Director

Julie Sullivan is a regulatory specialist with more than 13 years of relevant professional experience and a FAA Qualified Airport Wildlife Biologist. She has provided the full range of environmental services from planning through design, construction and post-construction compliance for numerous airport projects. Julie is experienced in providing comprehensive National Environmental Policy Act (NEPA), wetland, listed species, mitigation, wildlife, and environmental permitting services. A former regulator, her relationships with the state agencies, Army Corps of Engineers (ACOE) and numerous other regulatory agency staff allows her to facilitate expeditious project review and approvals for her airport clients. Julie is actively engaged in the evolving regulatory climate and is heavily involved in ongoing policy updates, agency actions, and rulemaking. She provides regulatory, wildlife and NEPA services for clients including Miami-Dade Aviation Department, Treasure Coast International Airport, Greater Orlando Aviation Authority and others.

Relevant Project Experience

**Naples Municipal Airport (APF), Naples, Florida.** Environmental scientist supporting APF with a myriad of environmental compliance and permitting services. Typical projects include the west quad pond, Taxiway D extension, midfield drainage improvements, and the airport master plan update. Julie provides wetland and regulatory support as needed to assist the airport with development of airside and landside projects. Current projects include permitting for the West Quad pond (regional stormwater) and clearance and compliance support for the RSA and ROFA for the runways at APF.

**Sarasota Bradenton International Airport (SRQ), Sarasota, Florida.** Julie is the lead airport wildlife biologist conducting the FAA Part 139 Wildlife Hazard Assessment and developing the Wildlife Hazard Management Plan for SRQ. Julie is also supporting the airport drainage plan improvement project at SRQ.

**Greater Orlando Aviation Authority (GOAA), Orlando, Florida.** Julie led the NEPA coordination through FDOT District 5 for the extension of Lake Nona Boulevard from Medical City to Boggy Creek Road. This is part of the multi-modal hub being developed at the Orlando International Airport which will incorporate rail and other transit options. Julie also provides as needed environmental services in support of ESAs subcontract with the general consultant for GOAA. Projects include wetland evaluations, NEPA support, listed species reviews and a variety of other services.

**Airports Cooperative Research Program (ACRP), Transportation Research Board (TRB), National Academy of Sciences, Principal Investigator for Project 11-02 Task 21: "Innovative Airport Responses to Threatened / Endangered Species."** Julie served as the Principal Investigator for this ACRP research project which involves the development of a Primer to provide airport owners and operators with practical information specific to addressing federally listed species issues on or near airports. It is also intended to provide regulators, stakeholders, environmental groups, and the public with information on the unique challenges airports face in order to comply with potentially conflicting environmental and safety regulations.
Mike Harris
Aviation Designer

Mike's 18 years of experience includes designing and planning various airport projects performing construction observation and materials testing for airport, highway and building construction projects. He has completed numerous airport planning projects and is knowledgeable regarding airport airspace requirements and obstruction analysis procedures. These projects have included preparing airport layout plans (ALPs) and other exhibits using CADD and GIS software applications. A partial listing of his relevant project experience includes:

PROJECT EXPERIENCE

Taxiway D Realignment and Drainage Improvements. Senior designer responsible for client coordination, drawings and specifications, quantity calculations, and construction administration for the Taxiway D realignment and drainage improvements project. The project included realignment of approximately 1,800 feet of Taxiway D from Runway 14/32 to Taxiway DS, realignment of Taxiway DS connector to meet FAA design criteria, and widening of approximately 500 feet of Taxiway D. The project also included construction of approximately 1,300 feet of water main and extension of sanitary sewer for future airfield development. Services included: geometric layout, pavement design, stormwater management design and permitting, utility design and permitting, airfield lighting, signage and electrical design, bidding services and construction phase services.

Naples Municipal Airport, Taxiway D Extension, Naples, FL. Senior designer responsible for construction plans preparation. This project provides professional engineering services for construction of an extension to existing Taxiway D. The extension is from Taxiway C to the intersection of the Runway 5 extension, opposite the Taxiway A1 connector. No intermediate connectors or run-up pads are included. Services include: field surveys, geotechnical subsurface exploration, geometric layouts, pavement design, stormwater management design and permitting, electrical modifications, signage, pavement markings, bidding services, and construction plans preparation and specifications.

Naples Municipal Airport, New Taxi Lane F, Naples, FL. Senior designer responsible for construction plans preparation. This project provides professional engineering services for construction of a new Taxi Lane F (approximately 450 feet in length and 50 feet in width) off of Taxiway B between the Collier County Sheriff's Hangar and the ASG Inc. Hangar. Services include field surveys, geotechnical subsurface exploration, geometric layouts, pavement design, stormwater management design and permitting, electrical modifications, signage, pavement markings, bidding and construction services.

Naples Municipal Airport, Runway 14/32 Safety Area Improvements, Naples, FL. Designer for project to correct deficiencies with the Runway 14/32 safety area. The project was developed in response to an FAA Airport Part 139 inspection to correct runway safety area (RSA) deficiencies related to drainage structures and new grading requirements. Project tasks included excavation, drainage pipe installation, embankment, electrical signage and lighting adjustments, asphalt pavement removal, asphalt paving, construction observation, marking and striping, miscellaneous earthwork and sodding. Mike's tasks included grading design to conform to FAA design criteria; design and layout of drainage improvements, airfield electrical modifications, and erosion and sediment control plans; development of a construction safety and phasing plan; and preparation of construction documents including plans, specifications, quantity estimates, and preparation of construction cost estimates.

EG Solutions Inc.
Kevin Lightfoot PE
Electrical Engineer

Kevin has more than 30 years of electrical engineering experience. His vast experience includes designing airfield lighting and navigational aid systems, service entrance and power distribution, emergency/standby power systems, motor control systems, lighting, heating and ventilation, lightning protection, surge protection and grounding systems. He has worked on projects for a variety of facilities including airports, railroads, roadways, telecommunication facilities, schools, water and wastewater treatment plants, pump stations and fuel storage and dispensing facilities. A few of his relevant projects include:

PROJECT EXPERIENCE

Naples Municipal Airport, Taxiway D Extension, Naples, FL. Electrical engineer for the construction of an extension to existing Taxiway D. The extension is from Taxiway C to the intersection of the Runway 5 extension, opposite the Taxiway A1 connector. No intermediate connectors or run-up pads are included. Services include: field surveys, geotechnical subsurface exploration, geometric layouts, pavement design, stormwater management design and permitting, electrical modifications, signage, pavement markings, bidding services and construction plans preparation and specifications.

Naples Municipal Airport, Runway 14/32 Safety Area Drainage Improvements, Naples, FL. This project consisted of drainage improvements in the buffer areas between Runway 14/32 and parallel Taxiways B and C. Work included grading, drainage, demolition/removal or existing structures, pavement removal, asphalt pavement restoration, installation of temporary and permanent erosion control and associated electrical work to accommodate adjustments to airfield lighting systems.

Naples Municipal Airport, Security Lighting, Naples, FL. Electrical engineer responsible for electrical lead and lighting glare calculations. This project consists of the research and preparation of a vertical lighting analysis and report. The reference for the analysis guidelines is the "Airport Design Guide" by Sterner Lighting, which is based on the Illuminating Engineering Society (IES) publication RP-14. Using these guidelines, information provided by Naples Municipal Airport and information provided by the fixture suppliers, a model of the lighting area will be generated and evaluated using the computer program Visual, from Acuity Lighting. The model results will be compared to the guidelines and summarized in a report.

Naples Municipal Airport, New Taxiway F, Naples, FL. Electrical engineer for the construction of a new Taxiway F (approximately 450 feet in length and 50 feet in width) off of Taxiway B between the Collier County Sheriff’s hangar and the ASG Inc. hangar. Services include field surveys, geotechnical subsurface exploration, geometric layouts, pavement design, stormwater management design and permitting, electrical modifications, signage, pavement markings, bidding and construction services.

Sarasota-Bradenton International Airport, Fiber-Optic Transmission System, Sarasota, FL. Electrical engineer for the installation of a fiber-optic transmission system (FOTS) to connect the new ATCT to the instrument landing system (ILS) and NAVIADS at both ends of Runway 14/32.

Leesburg International Airport, Airfield Signage, Leesburg, FL. Electrical engineer responsible for the design of new airfield signage throughout the airfield. Project tasks included removing taxi guidance signs, replacing taxi guidance sign panels, and installing new taxi guidance signs on the airport’s runways and taxiways with the associated cabling, duct work and vault work. In addition, Hanson removed and replaced runway end identifier lights (REILs) on runway ends 13 and 31.
Elizabeth F. Gaines, PSM
Principal Surveyor / Project Manager

Summary
Ms. Gaines has more than 30 years of experience in boundary, hydrographic, topographic and construction surveys with the last 22 years being in direct management of business, personnel and projects. She has supervised multiple field crews and survey technicians. She has been in responsible charge (division manager) of survey operations for a regional office of an ENR 500 design engineering firm. In 2001 Ms. Gaines established E.F. Gaines Surveying Services, Inc. and currently serves as its president.

Ms. Gaines' professional experience includes managing a wide variety of surveying projects throughout southwest Florida. She has performed boundary, topographic, route, mean high water and erosion control line surveys, prepared subdivision plats and condominium exhibits, coordinated construction layouts and performed G.I.S. (Geographic Information Services) support services. The types of projects she has provided these services for include: roadway and utility design projects; projects involving designs for schools, parks, municipal buildings and airports; residential and golf course communities (single family, multi-family and condominium); stormwater management maps and property appraisal maps (G.I.S. projects).

Relevant Project Experience
La Belle Airport (X14) - Rodeo Drive and Airport Property Map: Provided Topographic Surveying for the Rodeo Drive Improvement project located at the LaBelle Municipal Airport. Provided Exhibit "A" Airport Property Map for the LaBelle Municipal Airport.

Arcadia Airport (X06) RW 13-31 & T-Hanger Taxiway: Provided Topographic Surveying for the Turf Runway 13-31 (3000 LF) drainage improvement design project as well as for the T-Hanger taxiway rehabilitation project both at the Arcadia Municipal Airport, Arcadia, Florida.

Punta Gorda Airport (PGD) - GIS eALP: Provided ground surveying to assist client with preparation of a GIS eALP (Electronic Airport Layout Plan). We provided surveyed locations of Photo ID Points, Navigational Aids, Runway Ends, Thresholds and Runway Profiles.


Southwest Florida International Airport (RSW) - ARFF, Parallel Runway and FPL Relocation Projects: Provided surveying services for the location of 40 miles of ribboned wetland lines, 37 sets of Water Level Nails and 37,000 LF of topographic transect lines. Provided topographic surveying for the areas within the existing and proposed FPL easement alignments. Provided legal descriptions for easement acquisition.

Page Field (FMY) Perimeter Road Project: Provided Topographic Surveying of a proposed 14470 LF perimeter roadway corridor.
Mr. Drew is Vice President and Branch Manager of the Fort Myers/Naples office of Ardaman & Associates, Inc. His responsibilities include determining and performing scope of services for quality control/quality assurance, geotechnical and geohydrological projects, and geoenvironmental projects including Phase I and II Environmental Site Assessments (ESAs): supervision of engineering, laboratory, field, drilling and office staff. Mr. Drew serves as project manager for FDOT, city, county and school boards continuing services agreements for geotechnical, materials testing and environmental services.

Mr. Drew is a licensed professional civil engineer with 36 years experience (31 years in Fort Myers/Naples) in materials testing, geotechnical and geoenvironmental work. Mr. Drew's project experience includes foundation design recommendations and materials testing evaluation for industrial, commercial and residential low to high-rise structures, transportation facilities (bridges, roadway soil surveys, pavement evaluation and design), airports, water and wastewater treatment facilities, park and recreation facilities, hospitals and mining activities.

Relevant Project Experience:

**Naples Municipal Airport (Collier County, FL)**, geotechnical exploration program for new hangar facilities in the north end of the airport.

**Southwest Florida International Airport (Fort Myers, FL)**, geotechnical investigation for the Runway 6-24 and taxiway system rehabilitation which included pavement cores of the asphaltic concrete surface and limerock base course, test borings to define subsurface conditions to 10 feet below the pavement surface, and Ground Penetrating Radar (GPR) to evaluate sinkhole development potential.

**Page Field Airport (Fort Myers, FL)**, pavement cores to investigate causes of longitudinal crack heaving in Runway 5.

**Marco Island Executive Airport (Marco Island, FL)**, geotechnical exploration program to expand the taxiway through mangrove peat deposits.

**Immokalee Regional Airport (Immokalee, FL)**, roadway soil survey for a new access road to service the airport.

**SWFIA Access Road to I-75, Lee County, Florida**, FDIP #416649-2-52-01, geotechnical study for The Lee County Port Authority for a new access road between the Southwest Florida International Airport (SWFIA) terminal and I-75. The project included approximately 3 miles of new Northbound and Southbound collector–distributor (C-D) roads between the Alico Road and Daniels Parkway interchanges and extending the existing airport access road westward to connect to the C-D roads. Five bridges were required as part of the project and include Terminal Access Road bridges over I-75 and Treeline Avenue and Northbound and Southbound C-D Road bridges over the South Conveyance Channel, as well as a new off-ramp bridge over the South Conveyance Channel.
EG Solutions has worked closely with the Naples Airport Authority for over the last 5 years. We served, or are serving, as Engineer of Record (EOR) on projects totaling over $17 million in professional fees and construction costs. Below is a listing of some key projects. Of the Naples projects that are shown as completed through construction, the final accumulated construction costs were $9,989,801. This is $487,222, or almost 5%, less than the combined low bid of $10,381,023.

- **Naples Municipal Airport, Taxiway D Realignment and Drainage Improvements**
  This project provides professional engineering services for the construction of Taxiway "D" realignment. The realignment is from Runway 14/32 to Taxiway "D-1". Two intermediate connectors are included. The services include: field surveys, geo-technical subsurface exploration, geometric layouts, pavement design, storm water management design and permitting, electrical modifications, signage, water and sewer design and permitting, pavement markings, bidding services, construction progress meetings, site visits, submittal and RFI reviews, evaluation of contractor pay requests, preparation of change orders, coordination of a QA testing program, preparation of conformed documents, and project closeout.
  Engineer's Estimate $3,652,175.60  Low Bid Amount $3,675,999.29

- **Naples Municipal Airport, West Quad Pond**
  The project included improvements to the storm water management system located in the west quadrant of the Naples Municipal Airport consisting of construction of the West Quad Pond in an area adjacent to a portion of the Gordon River Greenway that is located west of North Road and modification of the existing stormwater conveyance system within the airfields operation area. The existing ditches north of Runway 5 were filled to the existing confluence, and new structures and culverts were installed to convey storm water runoff into the proposed pond. The project included installation of earth crenellations or baffles below the pond control elevation to improve the pollutant removal efficiency of storm water runoff from the area by increasing the flow path through the wet detention areas prior to discharge to downstream waterbodies, and the removal of the pond littoral areas to remove the potential attractant to wildlife in close proximity to the airport. The project also enhances the existing Gordon River Greenway by constructing an elevated boardwalk crossing the proposed pond, improved trails and pavilions. Low Bid Amount: $839,342  Final Construction Amount: $925,111

- **Naples Municipal Airport, Taxiway D Extension**
  This project provided professional engineering services for the construction of an extension to existing Taxiway D. The extension is from Taxiway C to intersection of Runway 5 extension opposite Taxiway A1 Connector. The services included: field surveys, geo-technical subsurface exploration, geometric layouts, pavement design, storm water management design and permitting, electrical modifications, signage, pavement markings and bidding services. Low Bid Amount: $1,832,991  Final Construction Amount: $1,822,040
Naples Municipal Airport, Runway 14/32 Safety Area and Drainage Improvements
This project consisted of changing the conveyance system from open swale to enclosed culvert. This was done to comply with a Part 139 inspection finding that existing headwalls and open swales did not meet current Runway Safety Area criteria. Further the project was done to help alleviate flooding that periodically impacts upstream, fixed base operators. A full length enclosure of the swales was recommended and approved to reduce wildlife attractants adjacent to the runway, in lieu of a combination of swales existing culvert extensions. Low Bid Amount: $2,977,064 Final Construction Amount: $2,888,367

Naples Municipal Airport, Falcon Lane Improvements
This project provided professional engineering services associated with the construction of an approximate 350 foot new extension of Falcon Lane between Citation Point Roadway and Taxiway "D". Falcon Lane will provide access to future development of lease parcels in the area of Taxiway "D". In addition, the project included the re-construction of approximately 200 feet of existing Falcon Lane for the installation of sanitary sewer manholes and gravity lines. The services included; geometric layouts, pavement design, storm water management design and permitting, water and sewer utility improvements, roadway pavement markings, bidding and construction services. Low Bid Amount: $318,930 Final Construction Amount: $318,462.98

Naples Municipal Airport, Taxiway A and Water Management System Improvement, Planning, Design and Construction
The project had two objectives. The immediate objective of the project was to support Taxiway A extension. The larger objective in the project was to use the results of the Pond Design Criteria Study to improve water quality using design features consistent with FAA guidance on minimizing Hazardous Wildlife Attractants. This project received the 2015 GA Airport J. Bryan Cooper Environmental Award from the Florida Airports Council. Low Bid Amount: $3,948,469 Final Construction Amount: $3,414,742
- **Naples Municipal Airport, Design, Permitting, Bidding and Construction Services Associated with Tower Drive Drainage Modifications**
  
  This project provided professional engineering services to modify the drainage at the Tower Drive and North Road intersection. The purpose of the modification was to re-direct water from the current open channel on the northeast side of an airport lease parcel to flow via culvert parallel to North Road. The system reconnected to airport drainage flowing to the West Quad Pond downstream of the parcel. This project also relocated and elevated the existing sidewalk, provide visual buffer landscaping, and added a small restroom facility at the observation deck. **Low Bid Amount: $464,207**  
  **Final Construction Amount: $525,076**

- **Naples Municipal Airport, Swale & Culvert Cleaning**

  This project included collecting and reviewing existing data showing locations of swales and culverts within the Airport real property boundary as well as the collection of limited field survey data to estimate silt removal depths. **Final Construction Amount: $350,000 (estimate)**

- **Sarasota Bradenton International Airport, Master Drainage Plan Update and Drainage Consulting**

  Sarasota Bradenton International Airport has an existing master drainage system which was improved and permitted with the Southwest Florida Water Management District. Subsequent projects at the Airport have employed and modified the original calculations that the plan was based on, and other major works by local governments have changed system performance. The project consists of updating the master drainage plan and calculations to reflect the changes that have occurred since the date of the original permit. This also includes using new rules and data for airport water management that EGS developed in whole or in part. Efforts include research into previous permits to consolidate and update calculation data. Wetland and wildlife hazard information is being provided by consulting environmental scientists. The master drainage plan calculations include a mathematical model of the Airport system utilizing the EPA-SWMM software. This allows use of actual rainfall records in addition to synthetic storms to generate runoff. It is also used to determine pollutant loadings caused by rainfall runoff from different land uses and the effects of different management practices on them. Ongoing project work by other firms is also reviewed for compliance with the plan on behalf of the Airport. **Project Cost $349,690**

- **Valkaria Airport, Major Airfield Drainage Improvements**

  The project consisted of the reconstruction of failed Taxiway Bravo and the General Aviation parking apron. FAA and FDOT grant funding was provided for the work. A major issue in the reconstruction of the apron and taxiway was the airfield drainage system. The airport did not have a master drainage plan and none was included in the project scope. Pipes draining the airport infield were partially collapsed and almost nonfunctional. Additionally, previous excavations for earthfill in an already depressed area had created a wetland attracting wildlife and serving as a flood storage area. The consulting team did a mini master drainage plan to address this issue such that piping replaced during construction would have adequate capacity for future airside development already in the JACIP funding cycle or in the approved airport master plan. The piping replacement design increased the flow capacity beneath existing taxiways and beneath the apron to the airport discharge. However, to avoid off-site flood impacts from the increased flow capacity, a pond for flood control was required. This was constructed to FAA suggested criteria with 2H: 1V side slopes beneath the water surface. To minimize required wetland mitigation costs, the system includes two islands. This was permitted with the St. Johns River Water Management District and the U.S. Army Corps of Engineers. The fill material from the pond construction was used to regrade and smooth the existing airport infield, and to the extent possible with the materials available, to remove two wetlands (mitigated off airport property) that were acting as wildlife attractants in the infield. **The airport received the 2014 J. Bryan Cooper Environmental Award from the Florida Airports Council. Project Cost: $1,220,000**
**SECTION D: CLIENT REFERENCES**

James Parish, Assistant Executive Director  
**Charlotte County Airport Authority**  
28000 Airport Rd., Suite A-1  
Punta Gorda, FL 33982  
Phone: 941.639.1101 X102  
Email: jparish@flypgd.com

**Services/Deliverables Provided:**
- Apron Expansion
- Runway 3/21 Rehabilitation
- Runway 15/33 Rehabilitation
- New Taxiway Connector Design/Build Project
- Master Drainage Plan
- Design/Build Concrete Apron
- Commerce Park South Access Road
- Airfield Electrical and Vault Design/Build

Steve Borowski, Director of Aviation  
**Brevard County/Valkaria Airport**  
2865 Greenbrooke St.  
Valkaria, FL 32950  
Phone: 321.952.4690  
Email: steve.borowski@brevardcounty.us

**Services/Deliverables Provided:**
- General Aviation Terminal
- Hangar F
- Major Airfield Drainage Improvements
- Taxiway B, Apron Rehabilitation, and Airfield Stormwater Improvements
- Airfield Markings and NAVAIDS
- Construct T-Hangars and Site Work
- Construct Taxiway A
- Runway 10/28 Reconstruction

Kent Bontrager, Senior VP, Engineering, Planning and Facilities  
**Sarasota Bradenton International Airport**  
6000 Airport Circle  
Sarasota, FL 34243  
Phone: 941.359.2770  
Email: kent.bontrager@srq-airport.com

**Services/Deliverables Provided:**
- General Consulting Services
- Runway 14 Rehabilitation
- Master Drainage Plan

Paul Brevard, President  
**Spruce Creek Property Owners’ Association**  
**Spruce Creek Airpark**  
212-1 Cessna Blvd.  
Port Orange, FL 32128  
Phone: 386.760.5884  
Email: pbrevard@msn.com

**Services/Deliverables Provided:**
- Design/Build Runway 5/23 runway milling and overlay
- Drainage Improvements
SECTION E: EGS TEAM'S ABILITY

EG Solutions has a proven track record with Naples Airport Authority in successfully managing multiple projects simultaneously. This is in addition to other client and project demands. Our project team has the depth of resources to manage other projects that may come online without degrading the quality of services offered.

One measure of the quality of EGS' services is that our personnel has not been involved in litigation and has resolved any potential claims through negotiations.

The Runway 5-23 Drainage Improvements project is more of a stormwater management and wildlife mitigation project. EG Solutions' role in developing the master stormwater plan, and subsequent water related projects, and knowledge of the project issues makes us the most qualified to provide the required services.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Current Availability (%)</th>
<th>Projected Availability Next 12 months (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scott Brady, P.E.</td>
<td>Project Manager</td>
<td>35%</td>
<td>35%</td>
</tr>
<tr>
<td>Kelly Rubino, P.E.</td>
<td>Principal in Charge</td>
<td>30%</td>
<td>30%</td>
</tr>
<tr>
<td>Gloria Brady, P.E.</td>
<td>Lead Technical Manager</td>
<td>30%</td>
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<tr>
<td>Tom Coughenour</td>
<td>RPR</td>
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<td>50%</td>
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<tr>
<td>Julie Sullivan, M.S.</td>
<td>Wetland/Mitigation Permitting</td>
<td>25%</td>
<td>50%</td>
</tr>
<tr>
<td>Mike Harris</td>
<td>Chief Designer</td>
<td>35%</td>
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<tr>
<td>Kevin Lightfoot, P.E.</td>
<td>Electrical Engineer</td>
<td>35%</td>
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<tr>
<td>Elizabeth F. Gaines, P.S.M.</td>
<td>Surveying</td>
<td>20%</td>
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<tr>
<td>Gary A. Drew, P.E.</td>
<td>Geotechnical/QA Testing</td>
<td>25%</td>
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SECTION F: PROJECT UNDERSTANDING AND APPROACH

This project has similarities with the Runway 14-32 Safety Area and Drainage Improvements for APF that our team designed, permitted, verified and helped close out in 2015. However, there are several significant differences in the scope of work and the technical approach that the 5-23 Drainage Project requires to be similarly successful.

First and foremost of the differences is the operating environment for the project. Runway 14-32 Safety Area and Drainage Improvements were done more or less concurrently with the rehabilitation of Runway 14-32 pavement. This closed the airport's secondary runway which changed the construction methods and options for the drainage system. Specifically, the construction for pipes and culverts crossing the runway and connecting taxiways was generally done by cutting through the existing pavement and repaving over the installations. The same contractor had both projects and the coordination of pavement closures and paving were simplified as a result. Runway 5-23 by contrast is the primary runway for the airport and will be open as the work progresses. Also, since there is not a major paving effort planned to coincide with the project, open cuts through taxiways have more operating and cost impacts, and any approach should attempt to eliminate these.

The operational constraints of the project keeping Runway 5-23 open with access to either threshold of the runway will require a multiphase plan similar to that for the Taxiway D realignment now under construction. This will be developed in close consultation with Ryan Frost, Raul Estrada and Kerry Keith of the Naples Airport Authority and as necessary with Ski Kordelski, the Air Traffic Control Tower (ATCT) Chief. Figure 1 shows the two primary work phases into which the project will be divided with respect to the drainage improvements. Additionally, Figure 1 also shows the mobilization and the access routes for the wetland removal and mitigation components of the project.
The work area for the drainage improvements is constrained by the requirement to avoid work in the Runway Safety Area (RSA) at all times Runway 5-23 is open and to avoid continuous work in the Taxiway Object Free Area (TOFA) when Taxiway A is open. This leaves a work area of only 57 feet. Depending on the project specifics, a combination of day work with the runway and taxiway open and night work, where one or both are NOTAM closed, may be required. If runway and/or taxiway closures are needed, these will generally occur during the 10 PM to 6 AM timeslot that corresponds to the requested curfew and the tower closure hours at APF.

Ahead of the actual project design, we believe there are multiple options to accomplish the project without cutting any taxiway, taxilane, runway or other pavement for pipe installation. A conventional option to do this would be to jack and bore new culverts under the existing pavement to increase the flow capacities of the system. Figure 2 shows a schematic of this approach. Essentially, the large culverts replacing the ditch will connect into boxes that serve as both inlets and junctions on the upstream and downstream sides of each crossing. The jack and bore operation will install several smaller pipes of similar diameter and type to those crossing beneath the taxiways connecting between the two junctions. Hydraulically the several smaller pipes will provide the same flow capacity as the large culverts or culverts that replaced the ditch for most of the length. The disadvantage to this approach is the area and depth required for jack and bore operation and the potential for settlement of the existing pavement requiring mud jacking or other corrective technique during the night closure.

![Figure 2 - Typical Connector Taxiway Crossing](image)

A more innovative option that will require some minor additional modeling, using the already established EPA SWMM model for the airport, is to culvert the ditch using the same size pipe that is already in place beneath the taxiways. In this case the concept is to use a perforated pipe of the same size as the culverts under the taxiways for the full length of the project. The perforated pipe would be surrounded entirely by recycled crushed concrete similar in size to pea gravel that is surrounded in turn by a geofabric. A thin zone of select sand material will be placed on top of the recycled concrete aggregate to support turf and ease maintenance. The intent is to increase the storage available beneath the ground while treating the water to improve quality and increase the percolation rate into the pipe system. The workability of this concept without flooding airfield pavements must be tested in computer simulations prior to its selection, but preliminary estimates indicate it may be a viable option. The EPA SWMM modeling in this case is to confirm that the design conforms substantially to the Conceptual ERP conditions, and not to alter the Conceptual ERP or the master drainage system. Other options are also available to avoid cutting the pavement and will be discussed and explored with the Naples Airport Authority staff during the conceptual design phases of the work.
When Runway 14–32 was designed and permitted, the master drainage plan for the airport and the associated Conceptual Environmental Resource Permit (ERP) for the airport was underway but not complete. Also, as addressed in our approach, the current project includes wetland impacts and mitigations that were not part of the Runway 14–32 safety area and drainage improvements.

For the current project the Conceptual ERP is in place and the modeling done for that project anticipated transitioning from open ditches to culverts on the airport airside to the maximum extent practical and as funds allowed. The water quality issues associated with the change are handled in the Conceptual ERP but do require some specific design features to remain in compliance with the ERP. Likewise, the water quantity issues are addressed but again require specific design features to remain in compliance with the ERP. Failure to understand and implement the specific design features will impact the permittability of future development on the airport with respect to both water quantity and quality requirements.

Briefly, when the ditch system is changed to a culvert system there are impacts to the available flood storage, the water quality infiltration and the groundwater levels. Flood storage is decreased, groundwater levels increased, and water quality infiltration decreased all of which are adverse effects. Some of these are mitigated in the existing water management ponds on the airfield. However, to maximize future development and minimize standing water most of the mitigation of these impacts occurs in the project with the specific design features. When this is done, environmental resource permitting with respect to water quality and quantity management involves nothing more than a narrative description of the changes and an update to the ledger created in the Conceptual Environmental Resource Permit done by us as part of the Master Drainage Plan. Permit turnaround, exclusive of the wetland impacts, has been as quick as a single day for our projects and the projects of others that follow our guidance at the Naples Municipal Airport. Absent those design features and the understanding of how they relate to the master drainage system and Conceptual ERP, the project may require extensive and complex modeling of water quality and quantity beyond that which is necessary with our approach and understanding.

The design features that are consistent with the conceptually permitted and master planned drainage system are familiar to the Airport and to contractors within the area that are likely to bid the project construction. They are directly comparable to those included in the current Taxiway D Realignment project that our team designed, permitted and is currently verifying for the airport. It prevents groundwater rise, enhances infiltration, maintains current low-level water flows and meets or improves water quality using recycled concrete aggregate or special mixes of limo-sock and shell in concert with small sections of perforated pipe that connect into the new culverts. The loss of flood storage is handled with a combination of the culvert flow characteristics, storage characteristics and the grading of the ground surface. Flood levels on site and discharge rates off-site remain unchanged as the system improvements are constructed.

Another significant difference between this project and either the Runway 14–32 drainage improvements or the Taxiway D realignment project is the wetland removal and mitigation component needed for wildlife hazard mitigation.

Our knowledge of AF and the environmental conditions and constraints as well as our relationships with the SFWMD environmental reviewers, allows us to provide meaningful input into all phases of the projects. ESA will support EGS with comprehensive environmental services from project planning and NEPA coordination, through design, permitting, and construction phase compliance. Our approach involves proactive integration of environmental considerations into the planning and design processes which results in early identification of environmental risks and opportunities for efficiencies that may not otherwise be recognized. By evaluating potential issues early in the process we are able to avoid and minimize impacts, thoroughly document those efforts, and develop creative and cost effective mitigation strategies. ESA scientists often engage innovative design concepts that can reduce mitigation requirements and overall project costs. At AF specifically, ESA has supported EGS in minimizing mitigation requirements related to secondary impacts for the West Quad Pond and was successful in getting a "non-jurisdictional" determination for all of the in-field ditches, avoiding the need for mitigation, for the infiel areas between Runway 5-23 and parallel taxiway A, the subject areas for this project. For unavoidable impacts, we must balance state and federal mitigation requirements, which can differ, with the need to develop cost-effective mitigation strategies that minimize liability, management costs and safety (wildlife hazard). Our comprehensive approach and innovative mitigation strategies have allowed us to gain stakeholder concurrence, facilitate regulatory approvals, and minimize clients' mitigation costs.

ESA scientists help clients negotiate the complex wetland regulatory environment through our expertise in functional analysis (UMAM and WRAP), wetland delineation, permitting, mitigation planning and implementation, and our regulatory knowledge and
relationships. ESA Airport biologists begin each project with comprehensive understanding of the project issues, which in this case includes a cross-section of wetlands and wildlife hazards. For this project, Julie Sullivan and Craig Stout, who have permitted prior projects at APF including the recent Taxiway D extension, have significant history with the specific wetlands covered by this scope of services. As FAA qualified biologists, they also bring a comprehensive approach that is uniquely qualified to address the drainage improvements as well as wildlife concerns associated with the remnant mangrove area in the airport’s West Quadrant. Using a combined approach, ESA will support EGS through the required National Environmental Policy Act (NEPA) clearance, justifying the elimination of remnant wetlands through safety enhancement (wildlife hazard) and streamlining the permitting processes to facilitate the infield improvements in conjunction with the mangrove removal and fencing aspects of the project.

ESA staff have worked closely with key agencies for over 40 years, facilitating invaluable working relationships with regulatory staff which leads to more constructive negotiations with agency staff and the ability to carry out project plans in a predictable and cost-effective manner. Once the project is at a design level suitable for permitting (30 to 60%), ESA supports the project engineer through Florida’s Environmental Resources Permit (ERP) process with the South Florida Water Management District (SFWMD) and typically leads the section 404 / section 10 Department of the Army, Corps of Engineers (USACE) permitting since signed engineering plans are not required. Prior to 2017, the ERP process provided an opportunity for streamlined SFWMD and USACE permit application, however that practice has been rescinded and now two separate applications are required. Additionally, given that the state is actively seeking section 404 permit assumption, timing of this application will be critical. If the state achieves assumption, which could be as early as 2019, the Florida Department of Environmental Protection (FDEP) would assume the section 404 aspect of USACE permitting and this project would potentially need three (3) permits instead of two (2). Actively engaged in a variety of State and Federal rulemaking and update processes, ESA scientists stay ahead of regulatory changes and knowledgeable of statutory and legal decisions that impact permit processes. Our staff (many former regulators) have some
of the strongest regulatory experience in Florida. Our credibility and relationships with reviewers allows us to expeditiously obtain project approvals.

Combining the infield drainage improvements with the west quad remnant mangrove removal and fencing allows APF to package the projects as safety improvements from a permitting perspective and facilitate comprehensive evaluation of a several aspects that would otherwise be subject to individual NEPA evaluation and permitting. Where the first step in the review process is to avoid and minimize impacts to wetlands, in cases where wetlands are being eliminated to support safety projects our approach is slightly different. This is an area where ESA scientists are able to draw on the expertise of our multiple local FAA qualified airport wildlife hazard biologists to provide the justification and documentation required to meet the permit issuance criteria while providing the safety assurances required by the FAA. For unavoidable impacts, we must balance state and federal mitigation requirements, which can differ, with the need to develop cost-effective mitigation strategies that minimize liability, management costs and safety (wildlife hazard). Mitigation strategies for our airports clients begins during project planning which provides our clients with the greatest degree of certainty in a project's constructability and ability to meet its schedule. Our comprehensive approach and innovative mitigation strategies have allowed us to gain stakeholder concurrence, facilitate regulatory approvals, and minimize clients' mitigation costs.

Our environmental services do not end with project approvals, but rather move to the critical implementation and compliance phase(s). During construction, our compliance monitoring staff work with the construction management team and contractors to identify potential problems before they affect site resources or influence schedule and budget. ESA's team of field monitors are versatile, covering compliance issues as diverse as sensitive status species, wildlife management, creek crossings, wetland and water quality protection, cultural resource finds, and hazardous spill response. Through our experience with implementing mitigation compliance projects for a variety of infrastructure projects, ESA can communicate effectively and respond immediately to the variety of conditions likely to be encountered during project implementation and construction.

Other Project Elements

The project may include other project elements as funds allow that can best be constructed while the drainage work is in progress. An example of this would be to change the connectors and pavements between the apron, Taxiway A and connector Taxiway A5 to incorporate features the FAA recognizes as safety improvements. Specifically, elements can be removed and realigned to limit the potential for airplanes to leave the ramp and inadvertently proceed direct to Runway 5-23. Another project element that is related are improvements to surface drainage that parallels Airport-Pulling Road between pond 214 and 212. This may be a long-term project depending on available funding but the design features and the expected improvements to airport drainage can be easily evaluated as a component of this work.
SECTION G: RELATIONSHIP WITH FAA AND FDOT

EG Solutions personnel have over a 30 year relationship with the Federal Aviation Administration (FAA) and Florida Department of Transportation’s (FDOT) Aviation Department. We have worked extensively with District 1 of FDOT and with Krystal Ritchey and Bart Vernace of the FAA. Mr. Brady, the designated Project Manager for this assignment has taught FDOT personnel on the grant process and project eligibility. The Naples Municipal Airport staff can attest to EGS’ relationship with FAA and FDOT.

SECTION H: DBE COMMITMENT

EGS is certified as a Disadvantaged Business Enterprise (DBE) by the Florida Department of Transportation. We provide significant DBE participation in nontraditional areas of engineering analysis and design, compared to the survey and geotechnical DBE participation/inclusion firms generally use. Our sub, E.F. Gaines, is a State certified DBE as well.

EG Solutions Inc.