CITY OF NAPLES AIRPORT AUTHORITY (NAA)
Board of Commissioners
Notice of Consultant Selection Committee Meeting

Naples AIRPORT AUTHORITY

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

Thursday, January 31, 2019
10:30 a.m. or Immediately Following Noise Compatibility Committee Meeting

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 Committee members 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 Rankings of Qualified Respondents for Noise Consultant Services Request For Qualifications
      a. HMMH
      b. ESA

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: Diane Jackson, Director of Communications and Business Development

Meeting Date: January 31, 2019

Re: ACTION ITEM

1. Interviews and Ranking of Responses to Noise Consulting Services Request for Qualifications (RFQ)

**ACTION REQUESTED:** Interview the two (2) responding firms and make a rank-order recommendation to the full Board for their meeting on February 21, 2019.

**BACKGROUND:** In accordance with Florida Statute 287.055, Title 49, United States Code, section 47105(d), Title 49, Code of Federal Regulations (CFR) Part 18, and FAA Advisory Circular 150/5100-14e, an RFQ was published for Noise Consulting Services on November 19, 2018. The RFQ was publicly advertised on our website (see [https://flynaples.com/RFQ-noise-consultant/](https://flynaples.com/RFQ-noise-consultant/)), in the Naples Daily News and on the Florida Airports Council website.

Proposals were due on December 20, 2018. Two (2) submittals were received from the parties listed below, and both were determined to be responsive to the RFQ:

- Harris Miller Miller and Hanson (HMMH)
- Environmental Science Associates, Inc. (ESA)

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 all presentations, the Committee will be asked to provide a ranking of the firms interviewed. The results of the Consultant Selection Committee will be presented to the full Board for approval at the Regular Meeting of the Board of Commissioners on February 21st.
Potential Interview Questions of the RFQ Respondents

1. How is your company different from other consulting firms in the country for offering Noise Consulting Services?

2. Community engagement is a critical part of not only the Part 150 Study for Naples, but also for ongoing initiatives. What role do you see your company playing in our Strategic Plan initiatives?

3. Please elaborate on your experience with consulting services in Florida, both through grants and on-call services?

4. Describe a successful Part 150 Study, which your company administered and how you engaged the community throughout the process.

5. Understanding that stakeholder engagement is a critical component of this project. How would you recommend organizing both pilot and citizen participation on one or more advisory committees?

6. Please elaborate on what your approach to a Part 150 Study for Naples Airport.

7. What is the project timeline you would forecast for a Part 150 Study for Naples and why?

8. Please describe your current working relationship with both the FAA and FDOT, specifically related to noise consulting services.

9. In understanding your company’s current workload, how do you anticipate being to handle the workload of the Part 150 Study and on-call services for Naples?
## Consultant Selection Criteria

City of Naples Airport Authority  
Noise Consulting Services

<table>
<thead>
<tr>
<th>Consultant Selection Criteria</th>
<th>Points Possible</th>
<th>Points Awarded</th>
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<tbody>
<tr>
<td><strong>Experience of the Firm (experience and past record)</strong></td>
<td>15</td>
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<tr>
<td>• Experience working on projects of comparable scope and complexity</td>
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<tr>
<td>• Communication experience with community groups, airport customers and community leaders</td>
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<td><strong>Status of Firm as a certified DBE and commitment to DBE participation in the project.</strong></td>
<td>7.5</td>
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<tr>
<td><strong>Professional qualifications necessary for satisfactory performance (adequacy of personnel)</strong></td>
<td>20</td>
<td></td>
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<tr>
<td>• Project Manager and key team members are qualified to perform the work on the project</td>
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<tr>
<td><strong>Specialized experience and technical competence in the type of work required (capability)</strong></td>
<td>20</td>
<td></td>
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<tr>
<td>• Consultant’s methodology consistent with scope</td>
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<td></td>
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<tr>
<td>• Samples of past projects demonstrate high level of expertise</td>
<td></td>
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<tr>
<td><strong>The capacity to accomplish the work in the required time (adequacy of personnel)</strong></td>
<td>15</td>
<td></td>
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<tr>
<td>• Consultant has adequate staff and resources for this project</td>
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<tr>
<td>• Consultant has the ability to offer the breadth and quality of services required for the work</td>
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<tr>
<td><strong>Understanding of the project (capability)</strong></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 logical approach to tasks and issues of the project</td>
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<tr>
<td>• Oral Presentation - communication techniques/ability consistent with project scope</td>
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<tr>
<td><strong>Quality of Submittal</strong></td>
<td>7.5</td>
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**GRAND TOTAL** 100
REQUEST FOR QUALIFICATIONS

Noise Consulting Services

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

RFQ Issue Date: November 19, 2018

RFQ Submittal Date: December 20, 2018
Noise Consulting Services

The City of Naples Airport Authority In accordance with Florida Statute 287.055, Title 49, United States Code, section 47105(d), Title 49, Code of Federal Regulations (CFR) Part 18, and FAA Advisory Circular 150/5100-14e, The City of Naples Airport Authority (NAA) is interested in acquiring professional services from qualified Consultants, for Airport Noise Consulting Services at Naples Municipal Airport. Request for Qualifications documents may be obtained by contacting Diane Jackson, Director of Communications and Business Development, Naples Airport Authority, 160 Aviation Drive North, Naples, FL 34104, phone (239) 643-0733 or download from our website at http://flynaples.com. Responses are due no later than 12:00 PM, December 20, 2018. The City of Naples Airport Authority reserves the right to accept or reject any or all proposals and to waive any formalities or irregularities in the best interest of the Authority. The City of Naples Airport Authority is not liable for any costs incurred by the responding parties. All Respondents must be licensed in accordance with Florida Laws. The Authority recognizes fair and open competition as a basic tenet of public procurement. Respondents doing business with the Authority 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.

PROSPECTIVE RESPONDENTS SHALL NOT CONTACT ANY CITY OF NAPLES AIRPORT AUTHORITY OFFICIALS OR STAFF REGARDING THIS REQUEST FOR QUALIFICATIONS, OTHER THAN THE SPECIFIED CONTACT PERSON.

City of Naples Airport Authority
160 Aviation Drive North
Naples, FL 34104
www.flynnaples.com
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I. INTRODUCTION

The City of Naples Airport Authority ("Authority") is soliciting responses to a Request for Qualifications (RFQ) from qualified Consultants, for Airport Noise Consulting Services at Naples Municipal Airport through an initial term of one-year and an option to renew for four additional one-year terms (the "contract period") in the areas of acoustical consulting including, but not limited to, support of the Authority’s Strategic Plan Goal #2, airport noise program support, Noise Compatibility Committee (NCC) support, airport noise contour development and updates, airport land use compatibility, airport noise studies and related on-call tasks.

II. TIMELINE

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>RFQ Issue Date</td>
<td>November 19, 2018</td>
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<tr>
<td>Request for Information Deadline (Questions)</td>
<td>5:00 P.M. December 3, 2018</td>
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<tr>
<td>RFQ Submittals Due</td>
<td>12:00 P.M. December 20, 2019</td>
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<tr>
<td>RFQ Ranking</td>
<td>Week of January 7, 2019</td>
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<tr>
<td>Presentations by top-ranked firms - NAA Consultant Selection Committee</td>
<td>Week of January 21, 2019</td>
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<tr>
<td>Presentation of top Ranked Consultant to NAA Board</td>
<td>February 21, 2019</td>
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<tr>
<td>Professional Services Agreement Approval by NAA Board</td>
<td>March 21, 2019</td>
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III. CITY OF NAPLES AIRPORT AUTHORITY

The Authority was created under Chapter 69-1326 Laws of Florida, 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 Authority 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 Authority. The Authority receives, for certain capital projects, state and federal financial funds.

General information about the Authority can be obtained from our official website http://www.flynaples.com/.
IV. SCOPE OF SERVICES AND DELIVERABLES

The Authority has an extensive noise mitigation program to reduce aircraft noise levels in the surrounding noise-sensitive communities and is committed to continuing those efforts. The Authority, NCC and Staff are engaged in numerous outreach initiatives to educate and involve local pilots and the communities.

The consultant may provide any number of services at the request of the Authority during the contract period that may include, but are not limited to, the following on an ongoing and/or on-call basis:

A. Conduct Part 150 Noise and Land Use Compatibility Study
   i. Conduct a community outreach program
   ii. Evaluation of existing conditions
   iii. Update current and future noise contours
   iv. Provide an analysis of impacted noise sensitive and incompatible land use areas
   v. Evaluate noise impacts in areas above DNL 60 dB
   vi. Prepare Revised NEM documentation
   vii. Evaluate the existing NCP measures
   viii. Evaluate land use measures for possible modification
   ix. Evaluate noise abatement measures for possible modification
   x. Prepare project working papers, maps, reports, exhibits and a combined list of recommended alternatives for FAA review and approval
   xi. Provide other associated services related to conducting the Part 150 Study
   xii. Grant administration

B. Noise Compatibility Committee and Other Meetings
   i. Preparation for meetings
   ii. Attendance at meetings
   iii. Preparation and presentations for public meetings for noise-related matters
   iv. Provide technical support to the Authority and assist staff at public meetings as needed
   v. Follow-up on noise-related matters
   vi. Other related tasks as requested

C. On-Call and General Consulting Services
   i. Provide technical support to the Authority regarding FAA, other agencies and other parties related to noise
   ii. Provide outreach program assistance and recommendations
   iii. Provide noise and airspace planning services as requested
   iv. Provide air traffic planning services
   v. Evaluate and provide recommendations for noise mitigation options
   vi. Prepare noise contour updates as requested
   vii. Provide staff training and support
   viii. Other related tasks as requested
V. CONTENT OF RESPONSES

The following sections and contents are required:

A. A statement of qualifications, specifically addressing services listed in Section IV of this RFP, Scope of Services and Deliverables, including experience in airport noise consulting services and experience of the firm working with noise sensitive communities, the State of Florida and FAA regulations and procedures. This should be accompanied by a one-page transmittal letter prepared on the respondent’s company letterhead, with firm name, including any alias, years in business, contact person, address, telephone number and email address and which is 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. Any exceptions to the terms and provisions of the Professional Services Agreement (Exhibit A) must be noted in the transmittal letter. The Authority maintains the right to reject the respondent’s exceptions.

B. Identify the proposed Project Manager and key project team members and responsibilities. Provide a brief resume for each person outlining their credentials and experience.

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

D. Provide three (3) recent (within the last five years) professional references from clients who are capable of providing information regarding the Project Manager’s ability to manage similar contracts and quality and breadth of services provided on similar projects. For each reference, please provide the following:

i. Reference name
ii. Company name and address
iii. Phone number and e-mail
iv. Summary of scope of services

E. The firm’s ability to take on additional work, and the ability to offer the breadth and quality of services required for this project.

F. Provide a narrative describing how the firm will approach conducting a Part 150 Study.

G. Provide your general understanding of the airport, community, project and issues regarding the identified project. Identify any potential challenges or special concerns that may be encountered and how they will be addressed.

DBE Commitment. Indicate whether the firm is a certified under the Florida Unified Certification Program as a disadvantaged business enterprise under the federal program. 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 if this contract is desired. All goals shall be obtained through 2.25% Race-Neutral and 6.7% Race-
Conscious means. Submittal of the Demonstration of Good Faith Efforts form in Appendix A is required.

H. Required forms from Appendix A:
   a. Good Faith Efforts
   b. Statement of Drug-Free Workplace
   c. Scrutinized Companies Certification
   d. Non-Collusion Affidavit

I. Certificate of Insurance which meets the insurance requirements contained in the attached Professional Services Agreement.

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

K. If subcontracting or joint proposals are to be done, that fact, and the name of the proposed subcontracting firms, must be clearly identified in the proposal. Following the award of the contract, no additional subcontracting will be allowed without the express prior written consent of the Authority.

VI. SUBMISSION INSTRUCTIONS

Respondent shall carefully review and address all of the evaluation criteria outlined in this request. In order to be considered, respondent shall demonstrate the firm’s ability to provide the required services as listed in this RFQ. A copy of the Consultant Selection Committee Ranking Criteria to be used in assessing each submittal, including guidance as to the relative importance placed on each evaluation factor, is attached for your information (Exhibit B). Any data furnished by the Authority is for informational purposes only. The full response shall not exceed thirty (30) pages and shall include all resumes requested in section V. and the forms from Appendix A.

A. All responses to this RFQ must be submitted to:

Diane Jackson
Director of Communications and Business Development
City of Naples Airport Authority
160 Aviation Drive North
Naples, FL 34104

**No later than December 20, 2018 at 12:00PM.**
B. Submittals shall be sealed and clearly marked on the outside “Airport Noise Consulting Services: NAPLES AIRPORT AUTHORITY”. The delivery of the response to the Authority prior to the deadline is solely and strictly the responsibility of the responder.

C. 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 scanned in advance for viruses (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 or email will not be accepted.

D. Responding to this RFQ shall in no way be construed as a commitment on the part of the Authority. The Authority reserves the right to reject any or all responses. The Authority may waive any irregularities in this RFQ or the submitted responses and may cancel, re-advertise, postpone or modify the RFQ schedule at any time. The Authority is not responsible for any costs incurred by the responding parties prior to the issuance of an executed agreement.

E. All submittals will become the property of the Authority. The Authority adheres to open records requirements of Florida State Statute Chapter 119, and as such, all materials submitted by the Respondent to the Authority are subject to public disclosure. The Respondent specifically waives any claims against the Authority related to the disclosure of any materials.

F. Questions concerning this RFQ shall be submitted in writing via email, in Microsoft Word format to Diane Jackson, Director of Communications and Business Development at djjackson@flynaples.com no later than 5:00 p.m. on December 3, 2018. 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-andemployment/. 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 Authority. Only requests answered by formal written responses will be binding. Oral and other interpretations or clarifications will be without legal effect.

G. In order to protect the professional integrity of this procurement process by shielding it from undue influences prior to the recommendation of contract award, respondents shall not contact any City of Naples Airport Authority Employees, Agents, City of Naples Elected Officials, City of Naples Employees, Naples Airport Authority Board Members or the Naples Airport Authority Noise Compatibility Committee Members regarding this RFQ from advertisement date through Consultant Selection Committee Recommendation to the NAA Board, other than the designated contact person listed above.
H. The Authority 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.

I. The Authority recognizes fair and open competition as a basic tenet of public procurement. Respondents doing business with the Authority are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age or sex. The Authority 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. Information pertaining to the DBE Certification requirements can be obtained by calling the Authority DBE Liaison Officer at 239-643-0733.

J. The Authority adheres to the Americans with Disabilities Act and will make reasonable accommodations 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 Authority time to provide the requested services.

VII. SELECTION OF THE CONSULTANT

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 (Exhibit B). Publication of the short-listed firms will be available on our website.

Interviews of the shortlisted firms by the NAA Board Consultant Selection Committee are currently scheduled to occur the week of January 21, 2019. 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 will have up to 25 minutes for your presentation to the NAA Consultant Selection Committee, which should focus on your suggested approach to a Part 150 Study and future goals for the noise mitigation program in support of the NAA Strategic Plan Goal #2 at Naples Municipal Airport. We would like to hear from your proposed Project Manager and he/she will respond to all questions asked. After each presentation, there will be a 20 minute question and answer period.

VIII. ASSURANCES

By responding to this RFQ, the firm assures the Authority that, if selected, it will:

A. Not assign or transfer the Authority’s account, or any portion of the Authority’s business, without the Authority’s prior written approval.

B. Act in the Authority’s best interest at all times.
C. Sign the Authority’s Professional Services Agreement for the agreed-upon work.

IX. GENERAL CONDITIONS

Submission of a proposal indicates acceptance by the Respondent of the conditions contained in this RFQ.

A. Definitions

Unless otherwise indicated, the terms used in this solicitation shall have the following meanings:

*Request for Qualifications (RFQ)* – A procurement method used to obtain statements of qualifications from suppliers for a qualifications-based selection process.

The terms *Consultant, Contractor, Offeror, Respondent* and *Vendor* and are used interchangeably and shall have the same meaning.

All words used herein in the singular form shall extend to include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

B. The successful firm must supply the following certificates, as mandated by the State of Florida, in order for the Authority 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.

C. 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 response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response 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 Florida Statues, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. 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 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.

E. Pursuant to applicable Florida law, the Contractor’s records associated with this Contract may be subject to Florida’s public record laws, Florida Statutes 119.01, et seq, as amended from time to time. Contractor shall comply with all public records obligations set forth in such laws, including those obligations to keep, maintain, provide access to, and maintain any applicable exemptions to public records, and transfer all such public records to the Authority at the conclusion of this Contract, as provided for in Section 119.0701, Florida Statutes.

Upon request from the Authority, the Contractor shall 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. Specifically, if the Contractor is acting on behalf of the Authority, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services provided by the Contractor.

2. Provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

4. Meet all requirements for retaining public records and transfer, at no cost, to the Authority all public records in possession of the Contractor upon the termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the
Authority in a format that is compatible with the information technology systems of the Authority.

Failure by the Contractor to grant such public access shall be grounds for immediate unilateral cancellation of any agreement and/or contract by the Authority. The Contractor shall promptly provide the Authority with a copy of any request to inspect or copy public records in possession of the Contractor and shall promptly provide the Authority a copy of the Contractor’s response to each such request.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (239) 643-0733, DTERRILL@FLYNAPLES.COM OR CITY OF NAPLES AIRPORT AUTHORITY, 160 AVIATION DRIVE NORTH, NAPLES, FLORIDA, 34104.

F. The Respondent 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. If the Respondent transfers its obligation to another, the transferee is obligated in the same manner as the Respondent.

This provision obligates the Respondent for the period during which the property is owned, used or possessed by the Respondent and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

G. The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors 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 RFQ and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

H. The successful Respondent, prior to the execution of a contract or agreement related to this procurement action, will be required to provide and maintain insurance coverages that are acceptable to the Authority, which requirements are set forth in the agreement. The policies of insurance shall be primary and written on forms acceptable to the Authority, and naming the City of Naples Airport Authority as additional insured.

I. 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.

J. More than one response from the same Respondent under the same or different names will
not be considered. Reasonable grounds for believing that a Respondent is submitting more
than one response will cause the rejection of all responses in which the Respondent is
involved. Responses will be rejected if there is reason for believing that collusion exists
among Respondents, and no participant in such collusion will be considered in any future
solicitations for a period of six months following the submittal deadline.

K. 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 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.

XI. EXHIBITS

Exhibit A: Sample Professional Services Agreement

Exhibit B: Committee Selection Criteria

Exhibit C: FAA Legally Required Provisions for Solicitations

Exhibit D: Florida Required Provisions for Solicitations
EXHIBIT A

Sample Professional Services Agreement
PROFESSIONAL SERVICES AGREEMENT

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

RECITALS

A. The Professional is a ____________.

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 described in Exhibit A attached hereto and made a 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 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 minimum limits of such insurance, inclusive of any amount provided by an umbrella or excess policy, shall be:

<table>
<thead>
<tr>
<th>Part One:</th>
<th>&quot;Statutory&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part Two:</td>
<td></td>
</tr>
<tr>
<td>Each Accident</td>
<td>$100,000</td>
</tr>
<tr>
<td>Disease – Policy Limit</td>
<td>$500,000</td>
</tr>
<tr>
<td>Disease – Each Employee</td>
<td>$100,000</td>
</tr>
</tbody>
</table>

(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 as 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 a 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, statues, 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 foregoing 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 respective Parties as follows:

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

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

As to Professional:  
--------------------------------------------------------------------------------------------------

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 of another 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 such 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 or feminine or neuter gender, is used in this Agreement, it shall equally 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 Provisions.** See attached Exhibit B, incorporated herein

25. **Florida’s Required Provisions.** See attached Exhibit C, incorporated herein

26. **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:

______________________________
',
a _____________________________

By: _____________________________
Print Name: _____________________________
Print Title: _____________________________
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 """") 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______. The Agreement may be renewed for either the length of the initial term or three years, with any such renewal, or no renewal at all, being in the Authority's sole discretion. Renewals are contingent upon satisfactory performance evaluations by the Authority and subject to the availability of funds.

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 Schedule 2 (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: ________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
Agreement: EXHIBIT B


(a) Civil Rights – General. Professional 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 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.

(b) 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: Professional (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.

(ii) Non-discrimination: Professional, 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 materials and leases of equipment. Professional 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.

(iii) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Professional 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 Professional of the Professional’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 Professional 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 Professional'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:

(A) Withholding payments to the Professional under this Agreement until the Professional complies; and/or in whole or in part.
(B) Cancelling, terminating, or suspending this Agreement,

(vi) **Incorporation of Provisions:** The Professional 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 Professional 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 Professional becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Professional may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, the Professional may request the United States to enter into the litigation to protect the interests of the United States.

(c) **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:

- 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);

- 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);

- 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);


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

- 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);

- 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);

- 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;

- The Federal Aviation Administration’s Non-discrimination statute (49 3) (prohibits discrimination on the basis of race, color, national origin, and sex);
• 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;

• 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

• 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).

(d) **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.

(e) **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.

(f) **Construction/Use/Access To Real Property Acquired Under The Activity, Facility Or Program.** The following clauses is included in deeds, licenses, permits, or similar instruments/agreements entered into by Authority pursuant to the provisions of the Airport Improvement Program grant assurances: The Professional for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities. In the event of 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 as if the licenses, leases, permits, etc. and this Agreement had never been made or issued.

(g) **Notice Of Requirement For Affirmative Action To Ensure Equal Employment Opportunity**

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Professional’s aggregate workforce in each trade on all construction work in the covered area, are as follows:

**Timetables**

Goals for minority participation for each trade: 8.95%

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Professional’s work (whether or not it is Federal or federally assisted) performed in the covered area. If the Professional performs work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Professional also is subject to the goals for both its federally involved and non-federally involved work.

The Professional’s compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Professional shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Professional to Professional or from project to project for the sole purpose of meeting the Professional’s goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Professional shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the “covered area” is Naples, Collier County, Florida.

**Breach Of Contract Terms**

Any violation or breach of terms of this contract on the part of the Professional or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

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 the contract. Authority
reserves the right to withhold payments to Professional until such time the Professional corrects the breach or the Authority elects to terminate the contract. The Authority’s notice will identify a specific date by which the Professional must correct the breach. Authority may proceed with termination of the contract if the Professional fails to correct the breach by the deadline indicated in the Authority’s notice.

The duties and obligations imposed by the Contract Documents 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.

(i) **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 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The 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 exceeds $150,000.

(j) **Contract Workhours And Safety Standards Act Requirements**

1. **Overtime Requirements.**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; Liability for Unpaid Wages; Liquidated Damages.**

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Professional and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. **Withholding for Unpaid Wages and Liquidated Damages.**

The Federal Aviation Administration (FAA) or the Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as
may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Professional or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

(k) Copeland “Anti-Kickback” Act

Professional must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Professional and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Professional and each Subcontractor must submit to the Authority, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Authority must report any violations of the Act to the Federal Aviation Administration.

(l) Davis-Bacon Requirements

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Professional and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Professional and its subcontractors at the site of the work in a
prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Professional and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Professional, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Professional shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Professional does not make payments to a trustee or other third person, the Professional may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: Provided that the Secretary of Trade has found, upon the written request of the Professional, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Professional to set aside in a separate account assets
for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Professional under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Professional or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Professional, Sponsor, Applicant, or Authority, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Professional during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Professional shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Professionals employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Professional shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Professional will submit the payrolls to the applicant, Authority, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee’s social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is
responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Professional will submit them to the applicant, sponsor, or Authority, as the case may be, for transmission to the Federal Aviation Administration, the Professional, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Authority).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Professional or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Professional or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Professional or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Professional or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Professional, Sponsor, applicant, or Authority, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.
(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Professional as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the Professional’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Professional will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee
performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Professional will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Professional shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.


The Professional or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.


A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Acts Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.


Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Professional (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Professional certifies that neither it (nor he or she) nor any person or firm who has an interest in the Professional's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

(m) **Certification Of Professional Regarding Debarment**

Professional certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

(n) **Certification Of Lower Tier Contractors Regarding Debarment**

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 is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Professional will accomplish this by:

2. Collecting a certification statement similar to the Certification of Professional Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration 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.

(o) **Disadvantaged Business Enterprises**

**Contract Assurance (§ 26.13) –**

The professional or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Professional shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Professional to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Authority deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidated damages; and/or

4) Disqualifying the Contractor from future bidding as non-responsible.
Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than [specify number] days from the receipt of each payment the prime contractor receives from the Authority. The prime contractor agrees further to return retainage payments to each subcontractor within [specify the same number as above] 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.

(p) 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 Federal Aviation Administration 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 subgrant.

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 that involve driving a motor vehicle in performance of work activities associated with the project.

(q) Energy Conservation Requirements

Professional and the Authority agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201et seq).

(r) Equal Opportunity Clause

During the performance of this contract, the Professional agrees as follows:

(1) 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 identify, 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.

(2) 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 consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Professional will send to each labor union or representative of workers with which it 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.

(4) 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.

(5) 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.

(6) In the event of the Professional’s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract 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.

(7) The Professional will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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 a contractor 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.

**EEO Specification**

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY**

**CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:

a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;

b. “Director” means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. “Employer identification number” means the Federal social security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. “Minority” includes:

(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Professional, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Professional is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Professional shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Professional should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Professional is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Professional has a collective bargaining agreement to refer either minorities or women shall excuse the Professional's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Professional during the training period and the Professional shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Professional shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Professional's compliance with these specifications shall be based upon its effort to
achieve maximum results from its actions. The Professional shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Professional’s employees are assigned to work. The Professional, where possible, will assign two or more women to each construction project. The Professional shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Professional’s obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Professional or its unions have employment opportunities available, and maintain a record of the organizations’ responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Professional by the union or, if referred, not employed by the Professional, this shall be documented in the file with the reason therefore along with whatever additional actions the Professional may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Professional has a collective bargaining agreement has not referred to the Professional a minority person or female sent by the Professional, or when the Professional has other information that the union referral process has impedes the Professional’s efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Professional’s employment needs, especially those programs funded or approved by the Department of Labor. The Professional shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Professional’s EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Professional in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company’s EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Professional’s EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Professional’s EEO policy with other contractors and subcontractors with whom the Professional does or anticipates doing business.
i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Professional’s recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Professional shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor’s workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Professional’s obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor’s adherence to and performance under the Professional’s EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Professional is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Professional actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Professional’s minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Professional. The obligation to comply, however, is the Professional’s and failure of such a group to fulfill an obligation shall not be a defense for the Professional’s noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Professional, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Professional has achieved its goals for women generally), the Professional may be in violation of the Executive Order if a specific minority group of women is underutilized.
10. The Professional shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Professional shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Professional shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Professional, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Professional fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Professional shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(5) Trade Restriction Certification

Professional certifies that that it –

1) 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 (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.
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 USC 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 Contractor 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 a contractor 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 USTR or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or

3) who incorporates in the public works project any product of a foreign country on such USTR 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 a contractor 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, if awarded a contract resulting from this solicitation, 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 USTR, 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 (FAA) may direct through the Authority cancellation of the contract or subcontract for default at no cost to the Authority or the FAA.

(i) Certification Regarding Lobbying

Professional certifies to the best of his or her knowledge and belief, that:

(1) 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.

(2) 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.

(3) 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, subgrants, 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.

(u) Prohibition Of Segregated Facilities

(a) 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 Employment Opportunity clause in this contract.

(b) “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.

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

(v) Procurement Of Recovered Materials

Professional and any subcontractors agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Professional and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or

2) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/innovation/procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:
a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;

b) Fails to meet reasonable contract performance requirements; or

c) Is only available at an unreasonable price.

(w) Certification Of Professional Regarding Tax Delinquency And Felony Convictions

The Professional must complete the following two certification statements. The Professional must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (☑) in the space following the applicable response. The applicant agrees that it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The Professional represents that it is (☑) is not (☐) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is (☐) is not (☑) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If Professional responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Authority has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government’s interests. The applicant therefore must provide information to the Authority about its tax liability or conviction to the Authority, who will then notify the FAA Airports District Office, which will then notify the agency’s SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
(x) Termination For Default (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) Termination by Authority: The Authority may terminate this Agreement in whole or in part, for the failure of the Professional to:

1. Perform the services within the time specified in this contract or by Authority approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Professional must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Professional must deliver to the Authority all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Authority agrees to make just and equitable compensation to the Professional for satisfactory work completed up through the date the Professional receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Authority further agrees to hold Professional harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Authority determines the Professional was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Authority issued the termination for the convenience of the Authority.

b) Termination by Professional: The Professional may terminate this Agreement in whole or in part, if the Authority:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Professional in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Professional.

Upon receipt of a notice of termination from the Professional, Authority agrees to cooperate with Professional for the purpose of terminating the agreement or portion thereof, by mutual consent. If Authority and Professional cannot reach mutual agreement on the termination settlement, the Professional
may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Authority’s breach of the contract.

In the event of termination due to Authority breach, the Engineer is entitled to invoice Authority and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Professional through the effective date of termination action. Authority agrees to hold Professional harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

**Termination For Convenience (Professional Services)**

The Authority may, by written notice to the Professional, terminate this Agreement for its convenience and without cause or default on the part of Professional. Upon receipt of the notice of termination, except as explicitly directed by the Authority, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Professional must deliver to the Authority all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Authority agrees to make just and equitable compensation to the Professional for satisfactory work completed up through the date the Professional receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Authority further agrees to hold Professional harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

**(y) 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 USC 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.

**(z) 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 the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Professional agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.
(a) IF PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROFESSIONAL’S DUTY TO PROVIDE PUBLIC RECORDS 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 Records 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.

2. 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) Duty To Cooperate With Inspector General. Professional agrees to comply with s.20.055(5), Florida Statutes and to incorporate in all subcontracts the obligation to comply with s.20.055, Florida Statutes.
(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.

(i) No Boycott/Prohibited Business. Professional hereby certifies that it is not participating in a boycott of Israel, on the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

(j) 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.

(k) General Instructions. The standard “General Contract Conditions” Form PUR 1000 (11/04), and the standard “General Instructions to Respondents” Form PUR 1001 (11/04), is each hereby incorporated by reference. The forms are available on the internet at http://dms.myflorida.com/purchasing.

(l) Compliance with Laws. Professional shall comply with all laws and rules applicable to the Contractor.

3. Florida Department of Transportation

(a) Contractor acknowledges and agrees that the Florida Department of Transportation (“FDOT”) reserves the right to review and approve of this Agreement and the qualifications of Contractor. This Agreement is, at all times, subject to the approval of FDOT and may be terminated by the Authority, without cost or penalty, if such required approval is not obtained.

(b) Contractor, or any sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of FDOT-
assisted contracts. Failure by Contractor 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.

(c) The parties shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any FDOT-assisted contract or in the administration of its Disadvantage Business Enterprise program or the requirements of 49 CFR part 26. The parties shall take all necessary and reasonable steps under 49 CFR part 26 to ensure non-discrimination in the award and administration of FDOT-assisted contracts. The Authority’s DBE program, as required by 49 CFR part 26 and as approved by FDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification of its failure to carry out its approved program, FDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter to enforcement under 18 US.C. 1001 and/or Program Fraud Civil Remedies Act of 19876 (31 U.S.C. 3801 et seq.)

(d) The Authority shall report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the FDOT within 30 days.

(e) Contractor shall utilize the U.S. Department of Homeland Security E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the terms of the Agreement and. shall expressly require any subcontractors performing work or providing services hereunder to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement.

(f) All invoices shall detail and itemize the task, schedule, dollar amount and indication of completeness. Each invoice shall be subject to the Authority’s certification that it has verified the percentages or tasks completed. Any changes to the services or work is subject to the approval of FDOT.
EXHIBIT B

Consultant Selection Criteria
<table>
<thead>
<tr>
<th>Consultant Selection Criteria</th>
<th>Points Possible</th>
<th>Points Awarded</th>
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<tbody>
<tr>
<td><strong>Experience of the Firm</strong> (experience and past record)</td>
<td>15</td>
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<tr>
<td>• Experience working on projects of comparable scope and complexity</td>
<td></td>
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<tr>
<td>• Communication experience with community groups, airport customers and community leaders</td>
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<tr>
<td><strong>Status of Firm as a certified DBE and commitment to DBE participation in the project.</strong></td>
<td>7.5</td>
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<tr>
<td><strong>Professional qualifications necessary for satisfactory performance</strong> (adequacy of personnel)</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>• Project Manager and key team members are qualified to perform the work on the project</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Specialized experience and technical competence in the type of work required (capability)</strong></td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>• Consultant’s methodology consistent with scope</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Samples of past projects demonstrate high level of expertise</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>The capacity to accomplish the work in the required time</strong> (adequacy of personnel)</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>• Consultant has adequate staff and resources for this project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Consultant has the ability to offer the breadth and quality of services required for the work.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Understanding of the project</strong> (capability)</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>• Consultant has demonstrated understanding of key elements of the project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Consultant has provided logical approach to tasks and issues of the project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Oral Presentation - communication techniques/ability consistent with project scope</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Quality of Submittal</strong></td>
<td>7.5</td>
<td></td>
</tr>
<tr>
<td><strong>GRAND TOTAL</strong></td>
<td>100</td>
<td></td>
</tr>
</tbody>
</table>


Exhibit C
FAA Legally Required Provisions for Solicitations

1. 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.

2. TITLE VI SOLICITATION NOTICE

The Authority, 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.

3. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation 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 Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

4. OCCUPATIONAL SAFETY AND HEALTH ACT 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. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor 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). Contractor 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.
5. **CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

6. **CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, 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 is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:


2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.

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

If the Federal Aviation Administration 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.

7. **INFORMATION SUBMITTED AS A MATTER OF BIDDER RESPONSIVENESS:**

The Authority’s award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

2) A description of the work that each DBE firm will perform;

3) The dollar amount of the participation of each DBE firm listed under (1)

4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Authority’s project goal; and

5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.
Information submitted as a matter of bidder responsibility:

The Bidder's or Offeror's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

2) A description of the work that each DBE firm will perform;

3) The dollar amount of the participation of each DBE firm listed under (1)

4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Authority's project goal; and

5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

SOLICITATION LANGUAGE (RACE/GENDER NEUTRAL MEANS)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Authority encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

8. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) 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 (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.
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 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Authority if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors to provide immediate written notice to the Contractor 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 an Offeror 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 USTR or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or

3) who incorporates in the public works project any product of a foreign country on such USTR 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 a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor 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 USTR, unless the Offeror 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 Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Authority cancellation of the contract or subcontract for default at no cost to the Authority or the FAA.

9. CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, 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.

(2) 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.

(3) 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, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipient 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.

10. CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark in the space following the applicable response (☐). The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is (☐) is not (☐) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2) The applicant represents that it is ( □ ) is not ( □ ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note:

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Authority has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government’s interests. The applicant therefore must provide information to the Authority about its tax liability or conviction to the Authority, who will then notify the FAA Airports District Office, which will then notify the agency’s SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
Exhibit D

Florida Required Provisions for Solicitations
Florida State Procurement Law Required Provisions for Solicitations

1. ANTI COLLUSION STATEMENT

Under no circumstances shall any prospective proposer, or any person or persons acting for or on behalf of any said prospective bidder, seek to influence or gain the support of any member of the Authority favorable to the interest of any prospective bidder or seek to influence or gain the support of any member of the Authority against the interest of any prospective bidder. Any such activities shall result in the exclusion of the prospective proposer from consideration by the Authority.

2. 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.

3. 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.

4. 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.

5. 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.
6. PUBLIC RECORDS

The Authority may unilaterally cancel this Agreement if Contractor refuses to allow the public access to all documents, papers, letters, or other material made or received by Contractor 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).

7. NO CONTACT

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

8. DUTY TO COOPERATE WITH INSPECTOR GENERAL

Contractor agrees to comply with s.20.055(5), Florida Statutes and to incorporate in all subcontracts the obligation to comply with s.20.055, Florida Statutes.

9. NO BOYCOTT

Contractor hereby certifies that it is not participating in a boycott of Israel, on the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

10. GENERAL INSTRUCTIONS

The standard “General Contract Conditions” Form PUR 1000 (11/04), and the standard “General Instructions to Respondents” Form PUR 1001 (11/04), is each hereby incorporated by reference. The forms are available on the internet at http://dms.myflorida.com/purchasing.
APPENDIX A
Demonstration of Good Faith Efforts

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offor has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offor is committed to a minimum of ____% DBE utilization on this contract.

_____ The bidder/offor (if unable to meet the DBE goal of ____%) is committed to a minimum of ____% DBE utilization on this contract a submits documentation demonstrating good faith efforts.

Name of bidder/offor's firm: ____________________________________________

State Registration No. _____________________________

By ___________________________________________ Title

(Signature)

FORM 2: LETTER OF INTENT

Name of bidder/offor's firm: ________________________________

Address: ______________________________________________________________________

County: __________________ State: _______ Zip: _______

Name of DBE firm: __________________________________________

Address: ______________________________________________________________________

County: __________________ State: _______ Zip: _______

Telephone: _____________________

Description of work to be performed by DBE firm:

_____________________________________________________________________________

_____________________________________________________________________________

_____________________________________________________________________________

_____________________________________________________________________________

The bidder/offor is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is $ ____________.
Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By ____________________________

(Signature) (Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)
STATEMENT OF DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, responses or that are equal with respect to price, quality, and service are received by the State of Florida or by any of its political subdivisions for the procurement of commodities or contractual services, a bid, proposal or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in section 1.

4. In the statement specified in section 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of the Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this program.

Select one or the other (not both) of the following certification statements. These statements are mutually exclusive.

☐ This firm DOES NOT comply with the above requirements for a drug-free workplace.

☐ As the person authorized to sign the statement, I certify that this Firm DOES fully comply with the above requirements.

______________________________
Firm Name

______________________________
Name of Authorized Individual

______________________________
Authorized Signature

______________________________
Date
SCRUTINIZED COMPANY CERTIFICATION

This certification is required pursuant to Florida Statute Section 287.135.

As of July 1, 2018, a company that, at the time of bidding or submitting a bid/response for a new contract/agreement, is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List or that is engaged in a boycott of Israel, created pursuant to Florida Stature Section 215.4725, or has been engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods or services of $1 million or more.

__________________________  __________________________
Firm Name                    FID or EIN No.

__________________________
Address

__________________________  __________________________
City, State  Zip

I, ____________________________, as a representative of ____________________________, certify and affirm that this company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, and has not been engaged in business operations in Cuba or Syria.

__________________________
Authorized Signature

On this the __________ day of ____________________, 20___, before me, the undersigned Notary Public of the State of ____________________, personally appeared the abovenamed and swore that the statements contained in the foregoing document are true and correct.

__________________________
Notary Public

My Commission Expires: ____________________________

November 19, 2018 - Request for Qualifications: Noise Consulting Services

Page 56 of 67
NON-COLLUSION AFFIDAVIT

STATE OF

COUNTY OF

I state that I, ______________________________, of ______________________________,
(Name and Title)                                      (Name of Firm)
am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in
my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication
or agreement with any other Respondent, potential Respondent, Proposal, or potential Proposal.

2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s)
of this Response, have been disclosed to any other firm or person who is a Respondent, potential Respondent, Proposal, or
potential Proposal, and they will not be disclosed before Proposal opening.

3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this
contract, or to submit a price(s) higher that the prices in this Response, or to submit any intentionally high or
noncompetitive price(s) or other form of complementary Response.

4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from,
any firm or person to submit a complementary or other noncompetitive Response.

5. Neither my firm nor its affiliates, subsidiaries, officers, directors, partners, owners, representatives, employees or parties
in interest are currently under investigation by any governmental agency and have not in the last three years been found
liable for any act prohibited by state or federal law in any jurisdiction involving conspiracy or collusion with respect to the
proposal or bid on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and
will be relied on by the City of Naples Airport Authority, for which this Proposal is submitted. I understand and my firm
understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment of the true facts relating
to the submission of this Proposal.

________________________________
Authorized Signature

On this the _________ day of ____________________, 20______, before me, the undersigned Notary Public of the State of
__________________________________________, personally appeared the abovenamed and swore that the statements contained in the foregoing
document are true and correct.

________________________________
Notary Public

My Commission Expires:

November 19, 2018 - Request for Qualifications: Noise Consulting Services
Request for Qualifications
Noise Consulting Services
ADDENDUM No. 1
December 13, 2018

The City of Naples Airport Authority Request for Qualifications for Noise Consulting Services is amended by the following clarifications or additions. If any provisions of this Addendum conflict with the existing RFQ, then this Addendum will control and is hereby made a part of the RFQ documents. All other provisions in the RFQ remain in effect as previously published.

Proposers shall acknowledge receipt of any and all addenda in their transmittal letter.

QUESTIONS AND ANSWERS

Q1. Can we use tabs in the proposal to separate the sections? If we do use tabs, will they be counted towards the 30-page limit?

A1. Yes, respondents may use tabs and they will not be counted toward the 30-page limit.

Q2. If tabs are not allowed, is it required that we start each section on a new page, or can a new section start in the middle of a page where the previous section ends?

A2. As stated above, tabs are allowed.

Q3. On page 7, the proposal states the following: I. Certificate of Insurance that meets the insurance requirements that contained in the attached Professional Services Agreement. Do we need to include a certificate of insurance under Section I? If the answer is yes, will this count as a page toward the 30-page limit?

A3. Yes, the Certificate of Insurance is required as stated in Section V. Content of Responses, paragraph I and will be counted toward the 30-page limit.
Request for Qualifications

Noise Consulting Services

Prepared by:

December 20, 2018
December 20, 2018

Ms. Diane Jackson
Director of Communication and Business Development
City of Naples Airport Authority
160 Aviation Drive North
Naples, FL 34104

Subject: Qualifications to Provide Noise Consulting Services at Naples Municipal Airport

Dear Ms. Jackson:

Harris Miller Miller & Hanson Inc. (HMMH) is pleased to provide our qualifications to assist the City of Naples Airport Authority (NAA) with Noise Consulting Services at the Naples Municipal Airport (APF).

Over HMMH’s 37-year history, we have developed a highly respected reputation for creatively addressing aircraft noise through identifying practical solutions to local noise issues. We have developed a strategic and innovative approach to stakeholder engagement that reaches the appropriate parties, listens, educates, and identifies reasonable and cost-effective solutions to the issues identified. Most importantly, we deliver such projects with our hallmarks of technical excellence and client satisfaction.

Our proposal highlights many unique elements that are most applicable to Noise Consulting Services at Naples Municipal Airport, including our extensive and recent experience with FAR Part 150 Studies, a history of providing continuous consulting service spanning decades to many clients, specialized noise modeling tools, and our ability to address the most challenging issues airports face today. More important is our familiarity with NAA, having provided noise consulting services to you since 1990. Our knowledge of the issues and challenges at APF is unmatched by any other consultant; we hope to continue that relationship.

I will serve as Principal-in-Charge and Project Manager for this project, and will be assisted by Katherine Larson as Assistant Project Manager. As President and CEO of HMMH, I can assure you that the full resources of the firm will be brought to this project, as needed. We have included two subconsultants – AVCON and QUEST – to support us with airport engineering and stakeholder engagement, respectively. HMMH has reviewed the Professional Services Agreement provided as Exhibit A to the RFP, and takes no exceptions.

As required in the RFQ, we acknowledge Addendum No 1 Issues on December 13, 2018.

HMMH would welcome the opportunity to continue our work with Naples Municipal Airport through this new contract. I know that HMMH will provide you with a world class product.

Should you have any questions or need additional information, please feel free to contact me at meagan@hmmh.com or 781.229.0707 x3152.

Sincerely yours,

Harris Miller Miller & Hanson Inc.

Mary Ellen Eagan
President and CEO
Contents

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F. Approach to Part 150 Study 15
G. Project Understanding and DBE Commitment 19

Required Forms 22
A. Statement of Qualifications

HMMH was founded in 1981 to provide the highest possible caliber of noise consulting to airports. Over more than three decades, we have built a diverse environmental consulting practice including airport and airspace planning, air quality modeling, and climate and energy services. Airports – and airport noise projects – remain our primary focus, representing over half our business. We have provided our expertise to more than 200 airports worldwide.

HMMH has an international reputation for technical excellence, for assisting airports to identify and implement effective solutions, and for effectively communicating with and establishing the trust of all stakeholders.

HMMH offers the advantage of extensive experience obtained from 37 years of on-call assignments at more than 30 airports across the country. Most importantly, HMMH has provided comprehensive airport noise-related consulting services to the City of Naples Airport Authority since 1990.

HMMH is a privately held corporation with a staff of 45 employees across offices in Burlington, Massachusetts (headquarters), California, and Virginia. HMMH is registered as a legal entity in the state of Florida and is certified Disadvantaged Business Enterprise (DBE) within the state of Florida.

Part 150 Noise and Land Use Compatibility Study Experience

The scope of HMMH's Airport Noise Compatibility Planning experience is unmatched: we have managed or had lead roles on such studies or compatibility program implementation at over 90 airports! That experience is the best guarantee that our services are consistent with state-of-the-art technical, regulatory, and implementation conditions, and that our clients benefit from initiatives undertaken, challenges addressed, and lessons learned from recent similar assignments. In the last five years alone, HMMH has led a total of 14 similar projects at the following airports:

- Toronto Pearson International (Ontario)
- Louisville International - Standiford Field (KY)
- Centennial Airport (CO)
- Fresno Yosemite International (CA)
- Newark Liberty International (NJ)
- Teterboro Airport (NJ)
- Akron-Canton Regional (OH)
- Burlington International (VT)
- Great Falls International (MT)
- Ontario International (CA)
- Baltimore/Washington International Thurgood Marshall Airport (MD)
- Fort Lauderdale Executive (FL)
- Portsmouth International at Pease (NH)
- San Antonio International (TX)
- Merrill Field (AK) Complimentary Land Use Planning

HMMH has worked with many airports and land use planners to develop comprehensive plans that address airport noise issues, including airport overlay zones, easements, and other strategies. Under our current on-Call with the City of Fort Lauderdale, the HMMH team has updated the City's Land Use Development Code (LDC) to meet the requirements of Florida Statue 333 and is in process of finalizing the LDC and assisting the City with developing interlocal agreements.

Noise-Related Airport Advisory Committee Support

Public involvement is a central element of nearly every HMMH aviation project. Advisory committee support is a specialized type of outreach in which HMMH is a recognized industry leader. HMMH has supported – and in most cases continues to support – advisory
committees at airports across the country. In almost every instance, we provide this support as part of a comprehensive noise consulting arrangement, similar to that which the City seeks in this procurement.

In Florida alone, HMMH is currently assisting noise committees at Fort Lauderdale Hollywood International and Palm Beach International, in addition to our work at APF. We are also on-call to provide assistance at Palm Beach County Park (Lantana) and North Palm Beach County airports. Outside Florida, HMMH regularly supports noise advisory committees at more than a dozen additional airports including Charlotte Douglas International Airport, Baltimore/Washington International Thurgood Marshall, San Diego International, and San Francisco International Airports.

On-Call Experience
A large percentage of HMMH's aviation consulting is under on-call "as-needed" arrangements similar to this procurement. On-call arrangements provide flexible, timely, and cost-effective access to HMMH assistance in a diverse range of areas, and the ability to respond to unanticipated needs as they arise. A hallmark of HMMH's assistance to airports is establishment of a close partnership with the client; we see ourselves as an adjunct to staff.

HMMH assistance to airports under on-call arrangements has included, but not been limited to, noise measurement and modeling, Part 150 studies/updates and implementation, EA, EIS, and Master Plan noise elements, litigation support, GIS support, comprehensive public outreach support, and sound insulation assistance.

HMMH offers the advantage of extensive experience obtained from over 35 years of similar on-call assignments. HMMH currently serves as acoustical consultant on an ongoing basis at the following airports, in addition to Naples:

- Baltimore-Washington International (MD)
- Boston-Logan International (MA)
- Burlington International (VT)
- Dallas Love Field (TX)
- Denver International (CO)
- East Hampton (NY)
- Fresno Yosemite International (CA)
- Fort Lauderdale Executive (FL)
- Fort Lauderdale-Hollywood International (FL)
- Hanscom Field (MA)
- LA/Ontario International (CA)
- Los Angeles International (CA)
- Martin State (MD)
- Nashville International (TN)
- Oakland International (CA)
- Oakland North Field (CA)
- Palm Beach International (FL)
- Raleigh-Durham International (NC)
- Salt Lake City International (UT)
- Seattle-Tacoma International (WA)
- T.F. Green (RI)
- Toronto Pearson International (Ontario, Canada)
- Van Nuys (CA)
- Worcester Regional (MA)

HMMH's vast experience is augmented by comprehensive measurement equipment, proprietary computer programs, and specialized staff skills to cover all aspects of an airport's noise analysis needs.
Additional Qualifications

Modeling

Aviation noise modeling is a key component of most noise assessments. HMMH is an acknowledged international leader in this area, particularly in the use of the FAA’s Aviation Environmental Design Tool (AEDT). For the majority of our noise modeling projects, we use a full year of flight tracks to develop representative model flight tracks and runway utilization rates and generate the noise exposure contours. Usually we are asked to develop such a model so that we can take that base model and prepare “what if” scenarios. Several recent examples are: (1) the FAA proposed four corner post analysis at Salt Lake City International Airport, (2) proposed noise abatement procedures analysis at Beijing Capital International Airport and (3) noise analysis for the proposed new runway at Heathrow International Airport.

HMMH has also developed proprietary software (RealContours™, or RCV2) and an AEDT preprocessor with the ability to model every flight track (a full year, even more, is possible), as flown, using INM and AEDT. RCV2 and the AEDT preprocessor take the maximum possible advantage of the model’s capabilities. Our tools automate the process of preparing the noise model inputs directly from recorded flight operations, to model the full range of aircraft activity as precisely as possible. The software improves the precision of modeling by:

- Directly converting the flight track for every identified aircraft operation to a noise model track, rather than assigning all operations to a limited number of prototypical tracks;
- Modeling each operation on the specific runway that it actually used, rather than applying a generalized distribution to broad ranges of aircraft types to an average of runway use; and
- Comparing each flight profile to the standard noise model aircraft profiles and selecting the best match for each flight.

Whether or not our tools are used to develop the noise exposure contours for Naples, HMMH will use the technology and processes from them to provide the most complete and accurate contours.

Community Outreach

HMMH understands that the success of a project often hinges on community understanding and acceptance. HMMH develops public involvement programs to ensure that every interest has opportunity to express views and input in a non-confrontational manner, through tools such as:

HMMH is particularly skilled in presenting complex technical information in a manner that is easily grasped by non-technical parties or even individuals with strong technical skills, but who might not be familiar with aviation or acoustical terminology. One example that we believe is extremely effective is the use of flight track “density maps,” which provide clear bases for depicting and major flight corridors for different time periods, aircraft types, procedures, etc. For example, the figures below compare jet arrivals and departures at APF from July 2016 to June 2017—clearly depicting the differing inbound and outbound routes to each runway at the airport. HMMH develops these periodically for the airport so they can easily see any changes to flight patterns.

![Flight track Density Plots for Naples Airport](image-url)
B. Project Manager and Key Team Members

Project Team

HMMH has assembled a team with expertise in the areas identified by the Authority as priorities for this project, including conducting a Part 150 Noise and Land Use Compatibility Study, preparation for and attendance at committee and other meetings, on-call and general consulting services, and community outreach. We have provided brief resumes for proposed key personnel on the following pages.

AVCON, INC.

Founded in 1988, AVCON, INC. (AVCON) serves the aviation, facilities, transportation, and development industries; and employs over 80 professionals with expertise in all aspects of aviation planning and design; engineering; traffic planning and highway design; and a full array of design and construction support services. AVCON has built its reputation on delivering practical engineering solutions to clients throughout the Southeast. These solutions blend both economic and technological elements to provide an effective approach to all of the firm’s projects.

AVCON has been working with the City of Naples Airport Authority since 2002. AVCON’s role as a subcontractor to HMMH will be to provide any required analyses of proposed mitigation options that might have an airfield component.

Quest Corporation of America

Quest Corporation of America (Quest) has extensive experience in developing and executing community outreach programs for a variety of infrastructure and airport projects. Quest has conducted extensive community outreach in Naples, Florida, and has served on a wide range of projects as dedicated public outreach specialists as well as on-call public outreach liaisons. Quest is familiar with the Naples community and has a strong understanding of the proximity of the Naples Municipal Airport to the heart of the City, downtown Naples and east Naples with both Airport-Pulling Road and Golden Gate Boulevard serving as major connectors in Naples.

Quest will provide stakeholder engagement support, including logistics for public meetings.

Key Staff

Our team has the experience, technical expertise, and capacity to successfully complete this project for the Authority. The individuals below will be committed and available to support NAA through the duration of the contract. Below are brief resumes demonstrating experience of the key personnel proposed, most of whom have recent NAA experience.

Mary Ellen Eagan (HMMH) – Project Manager and Principal-in-Charge

Mary Ellen Eagan brings more than 30 years of project management, innovative technical analyses, effective stakeholder communications experience, and industry leadership in research and policy-making to this project. Mary Ellen has provided technical and management support on numerous aviation projects in the U.S. and internationally throughout her career and provides on-call noise support to a number of airports. She also remains actively involved in several professional organizations within the aviation industry, including the Transportation Research Board (TRB) and Airport Consultants Council (ACC).

Mary Ellen served as project manager for Part 150 Studies at Naples Municipal Airport in 1994, 1996, and 1998. She is currently serving as overall Program Manager for the $6M Part 150 Studies at Teterboro.

Noise Consulting Services at Naples Municipal Airport
and Newark Liberty International Airports and has also overseen similar projects at Baltimore/Washington International Thurgood Marshall, Burlington International, and Palm Beach International airports.

As President of HMMH, Mary Ellen can assure the Authority that appropriate resources of the company will be available to conduct this project in a cost-effective and timely manner. Ms. Eagan’s experience with a diverse range of airports both across the country and internationally, coupled with the knowledge gained through extensive involvement with industry organizations, makes her an extremely valuable resource to the success of this project at Naples Municipal Airport.

Mary Ellen holds a B.S. in Engineering from Cornell University and an MBA from Simmons College. Her relevant projects include:

- Part 150 Studies at Newark Liberty International Airport and Teterboro Airport (2015-present), Program Manager
- On-call consulting to the Palm Beach County Department of Airports (1999-present), Principal-in-Charge
- On-call consulting to the Maryland Department of Transportation Maryland Aviation Administration (1998-present), Principal-in-Charge
- On-call consulting to the Massachusetts Port Authority (1984-present), Principal-in-Charge
- FAR Part 150 Study, Palm Beach International, West Palm Beach, FL (1991-1993 and 2000-2002), Project Manager
Katherine M. S. Larson (HMMH) – Assistant Project Manager

Katherine (Kate) Larson brings professional experience in airport noise modeling, highway noise analysis and mathematical instruction. Throughout her career, Kate has demonstrated exceptional organizational abilities, meticulous technical analysis, and effective communication with clients, students and industry peers.

Kate has recently re-joined HMMH. In her earlier role with the company, she conducted extensive noise modeling for a wide range of airports, both civil and military. She has participated in multiple FAR Part 150 Studies (including Palm Beach and Tampa International Airports), Airport Master Plan Studies, Environmental Impact Statements and Environmental Assessments.

Kate holds a B.A. in Mathematics and Education (double major) from Smith College and a M.S. in Applied Mathematics from Worcester Polytechnic Institute. Her recent relevant projects include:

- Part 150 Studies, Teterboro and Newark Liberty International Airports, NJ (2018-ongoing), Report Editing
- Noise Compatibility Program, NJ (2018-ongoing), Report Editing
- Washington Dulles International Airport, VA (2018), Radar Data Analysis and Noise Modeling

Robert C. Mentzer, Jr. (HMMH) – Technical Lead

Robert (Bob) Mentzer specializes in airport environmental noise and air quality analyses for airports. He has led the preparation of noise contours for over 50 airports, including noise elements of Part 150 Land Use Compatibility Planning Studies, Part 161 Noise and Access Restriction Studies, Environmental Assessments, Environmental Impact Statements, Airport Master Plan Studies, and other studies concerning airport noise.

Bob is very familiar with noise issues at APF having served as project manager providing Noise modeling & Data Analysis as part of HMMH's On-Call Noise Consulting contract for the Authority. He is currently serving as project manager for the APF Master Plan Update and also served as project manager for APF's Part 150 Study Updates in 2000 and 2010. Bob has also either managed or provided modeling for more than 20 Part 150 studies at other airports.

Bob holds a B.S. in Meteorology from the University of Massachusetts, Lowell. His relevant projects include:

- On-Call Noise Consulting, Naples Airport, Naples, FL (2006-present), Project Manager, Noise modeling & Data Analysis
- Master Plan Update, Naples Municipal Airport, Naples, FL (2018-present), Project Manager
- Part 150 Update, Naples Airport, Naples, FL (2010 and 2000), Lead Noise Modeler
- Part 150 Study, Teterboro Airport, Teterboro, NJ (2015-present), Project Manager
- Part 150 Update, Fort Lauderdale Executive Airport, Fort Lauderdale, Fl (2014-2015), Project Manager
- Part 150 Update, Baltimore Washington International Airport, Baltimore, MD (2013-2016), Assistant Project Manager

Adam R. Scholten (HMMH) – Airspace Planning

Adam Scholten has a proven record of accomplishment of creating, developing, and maintaining airspace databases for modeling domestic and international airspace structures. Adam possesses extensive knowledge of air traffic control procedures as well as environmental factors driving airspace procedure development. Adam currently
provides technical expertise to the MDOT Maryland Aviation Administration and City of Charlotte (CLT) Roundtables.

Adam holds a B.S. in Aviation and Air Traffic Management from Daniel Webster College. His relevant projects include:

- Oakland International Airport On-Call Airspace Consultant, Port of Oakland (2016-present), Airspace Analysis, Data Analysis, and Research
- Los Angeles World Airports SoCal Metroplex Final EA Review, Los Angeles International Airport, Los Angeles, CA (2016-present), Assistant Project Manager, Data Analysis, and Technical Support
- Comprehensive On-Call Aviation Noise Consulting, MDOT Maryland Aviation Administration, (2015-present), Monitor and analyze historical and proposed airspace changes
- Part 150 Noise Exposure Map Update, Centennial Airport, Centennial, CO (2015-present), Data Analysis and Noise Modeling
- Helicopter Use Restriction Feasibility Analyses, East Hampton Airport, East Hampton, NY (2016-2017), Assistant Project Manager and Data Analysis

**Bradley L. Nicholas (HMMH) – Training**

Brad Nicholas participates in projects that include noise modeling/analysis for airports, aviation noise field measurements and data processing, and environmental assessment and impact studies.

Brad holds a B.A. in Physics from Franklin & Marshall College, an M.A. in Education from the College of William & Mary and Masters in Engineering-Acoustics from Pennsylvania State University. His relevant projects include:

- On-Call Noise Support, Hanscom Field, Bedford, MA (2006-present), Project Manager
- Part 150 Update, Portsmouth International Airport at Pease, Portsmouth, NH (2014), Project Manager

**Christopher S. Nottoli (HMMH) – Technical Support**

Christopher Nottoli brings several years of acoustical modeling, research, and analysis to this project. As an extensive user of the FAA’s AEDT for aircraft noise modeling, Chris will provide modeling support to the team.

Chris holds a B.S. from Columbia College. His relevant projects include:

- Part 150 Studies, Por: Authority of New York and New Jersey, Newark–Liberty International and Teterboro Airport, Newark, NJ (2016 – present), Noise modelling, developing public workshop materials
- Palm Beach International Airport Master Plan Update, Palm Beach, FL (2016), Noise Modeling, Data Processing, and Reporting
- Fort Lauderdale Executive Airport Environmental Assessment, Fort Lauderdale, FL (2016), Noise Modeling, Data Processing, and Reporting

**Mary Soderstrom, AIA, NCARB (AVCON) – Airport Planning**

Mary Soderstrom has over 39 years of experience as an airport planner, a senior aviation executive, facilities programmer, aviation activity forecaster, and architect. She has extensive expertise in airport master planning; facilities forecasting; and planning and design of aviation facilities including passenger terminals, aprons, airside facilities, terminal renovation, and airport expansion programs. Ms. Soderstrom was part of the team that wrote the FAA Advisory Circular 150/5070-6 Airport Master Plans, and she was the principal author of the FDOT Airport Master Plan Guidebook (2010).

Mary holds a B.A. in Architecture and a B.S. in Environmental Design from the University of Kansas. Her relevant projects include:

- Airport Layout Plan Update, Zephyrhills Municipal Airport, Zephyrhills, FL, Project Manager
• Master Plan Update, Perry-Foley Airport, Taylor County, FL, Senior Airport Planner
• Master Plan Update, Wauchula Municipal Airport, Wauchula, FL, Project Manager

Virgil C. Lewis, PE, NCARB (AVCON) – Airport Engineering

Virgil Lewis’s airport planning experience includes commercial service airport master plan updates, airport zoning ordinances, runway length analyses, and cost-benefit analyses. His airport engineering resume includes established airfield pavement expertise along with numerous runway and taxiway improvement projects, landside projects, and hangar designs.

Lee holds a B.S. Civil Engineering from the University of Florida. His relevant experience includes:
• Taxilane E and Associated Improvements, Naples Municipal Airport, Naples, FL, Project Manager
• Taxiway A Extension, Naples Municipal Airport, Naples, FL, Senior Project Engineer
• Airport Hangar Restoration Program, Naples Municipal Airport, Naples, FL, Project Manager
• CAT/GAT Emergency Generators, Naples Municipal Airport, Naples, FL, Project Manager

Jill Cappadaro (Quest) - Community & Stakeholder Outreach

Jill Cappadaro’s public sector experience spans 25 years, with extensive involvement in public outreach programs for the aviation industry. She has extensive experience in organizing public meetings, excellent communication skills, and has served as spokesperson representing these public sector agencies with media, county commission and city council leadership.

Ms. Cappadaro holds a B.A. in Mass Communications from the University of South Florida. Her relevant projects include:
• Collier County, Public Utilities Renewal Program Basin 306 – Public Information, Naples, FL (2017–present)
• Florida Department of Transportation, District One, US 41 Design Project in Sarasota County, Osprey, FL (2017–present)
• Florida Department of Transportation (FDOT) District One, CEI Services for US 17 Widening Project – 3rd Street to 9th Street, Hardee County, FL (2017)

• Hillsborough County Aviation Authority, General Aviation Airports Master Plan Updates, Hillsborough County, FL (2014 – Present)
• Ocala International Airport Terminal Design Charrettes, Marion County, FL (January 2017 – May 2017)
• Hillsborough County Aviation Authority, Tampa International Airport Sustainability Plan, Hillsborough County, FL (2013 – 2014)
• Orlando International Airport Bicycle / Pedestrian Master Plan Update, Orlando, FL (2014)
• Hillsborough County Aviation Authority, Tampa International Airport Strategic Master Plan Update, Hillsborough County, FL (2012 – 2013)

Yonne McClellan (Quest) - Bilingual Public Involvement/Community Engagement Specialist

Yonne McClellan is a public involvement and communications specialist with 9 years of experience in community outreach, media relations, event coordination, marketing, media, and administrative support. Based in Naples, Florida, Ms. McClellan is fluent in English and Spanish, has a strong understanding of the Naples community, and best practices to engage and solicit meaningful feedback from the community. She excels at impactful and informative messaging and is experienced in developing and managing successful marketing, community outreach plans and public awareness campaigns.

Ms. McClellan holds a B.A. in English from the University of Florida. Her relevant projects include:
• Collier County, Public Utilities Renewal Program Basin 306 – Public Information, Naples, FL (2017–present)
• Florida Department of Transportation, District One, US 41 Design Project in Sarasota County, Osprey, FL (2017–present)
• Florida Department of Transportation (FDOT) District One, CEI Services for US 17 Widening Project – 3rd Street to 9th Street, Hardee County, FL (2017)
C. Recent Experience

The following projects represent our most relevant to the services requested in the Request for Qualifications (RFQ). We strongly encourage the Authority to contact any of our past clients for reference on HMMH’s technical expertise and ability to respond to their needs.

HMMH has an excellent track record of keeping projects within schedule and budget, as NAA has come to expect from HMMH since our work began in the early 1990s. HMMH takes great care in preparing scopes of work with cost estimates and schedules to meet or exceed client expectations and we coordinate closely with the client in such preparations. We also manage to ensure “no surprises” - we inform the client as soon as we think something has the potential to affect the scope, schedule and/or budget, just as we have done on the most recent Master Plan contour preparations. HMMH excels at meeting clients’ needs and we deliver the resources to meet those needs.

HMMH

On-Call Noise Consulting, Fort Lauderdale Executive Airport, Florida (ongoing)

HMMH has provided noise consulting services to the City of Fort Lauderdale, for Fort Lauderdale Executive Airport (FXE) since 1984, including the following principal assignments:

- Environmental Assessment for increasing the weight limit for Runway 9/27 (2016-2017)
- Part 150 Update (2014)
- Noise monitoring system design, installation and support services, including specification of new monitor installation (2012)
- Development of new pilot outreach mechanisms (2011-13)
- Comprehensive review of the noise program implementation (2008)

Recommendation and development of improved communication, monitoring, and reporting mechanisms (2009)

Environmental Assessment for extending the hours of a noise abatement flight track, and establishing a Standard Instrument Departure (2009)

Noise contour updates and use restriction analysis (2005)

Part 150 and Master Plan Updates (2002)

Part 150 and Master Plan Updates (1996)

Noise elements of original Part 150 Study (1986)

Noise elements of the Master Plan Update (1986)

The City of Fort Lauderdale considers airport noise abatement to be a continuous, high-priority process. The airport commits a high percentage of staff and financial resources to the process. As an example of this commitment, the City has reimbursed the FAA for night air traffic control tower staffing, to permit 24-hour implementation of noise abatement procedures.
HMMH has provided comprehensive airport noise-related consulting services to the Broward County Aviation Department (BCAD), primarily related to Fort Lauderdale – Hollywood International Airport (FLL) in an uninterrupted fashion since 1990. HMMH’s assistance to the BCAD has covered the full spectrum of noise-related projects that an airport may incorporate in a noise compatibility program, as well as into airport planning, design and development efforts. Services HMMH has provided under this contract include the following:

- Two Part 150 studies
- Noise elements of an Airport Master Plan Study
- Noise elements of Environmental Impact Study (EIS) for a runway extension
- Initial and ongoing implementation of Airport Noise Abatement Committee
- Design, specification, and implementation of a comprehensive noise and operations monitoring system
- Design and establishment of noise office staffing and functions
- Noise office staff training
- Annual noise contours
- Ground run-up control and noise barrier effectiveness analyses
- Sound insulation program design, implementation, and testing
- Implementation of an aviation easement and sales assistance program
- Litigation support

HMMH has provided comprehensive airport noise-related consulting services to the Palm Beach County Department of Airports (PCA) since 1991, including:

- Noise monitor relocation evaluation (ongoing)
- Continuing assistance to the Citizens Committee on Aircraft Noise (ongoing)
- Palm Beach International Airport Master Plan (2014 – 2017)
- Preparation of annual noise contours (1993 – 2012)
- Part 150 Updates (1992/3 and 2002)
- Noise elements of a Florida Development of Regional Impact Study and Environmental Impact Study (EIS) for a runway extension
- Design, specification, and installation of a comprehensive monitoring system
- Residential sound insulation program design and management
- Noise office staff training
- Expert support for litigation at Palm Beach International and Lantana Airports
- Nationally recognized noise abatement departure profile (NADP) analyses
The Port Authority of New York and New Jersey has contracted with HMMH for the preparation of the Airport Noise and Land Use Compatibility Study for Teterboro Airport (TEB). In order for this Study and any recommended noise abatement and noise mitigation measures resulting from the Study to be eligible for federal funding, the Study must be prepared in accordance with Title 14 of the Code of Federal Regulation Part 150 (14 CFR Part 150). As a result, the Noise Exposure Map (NEM) and Noise Compatibility Program (NCP) prepared under this Study will be subject to FAA acceptance and approval, respectively. The Port Authority and HMMH Team agreed to employ a collaborative relationship with guidance from FAA to successfully complete the Study.

The FAA received the Final NEM in May of 2017 and accepted it on June 15, 2017. The NEM will form the basis for the design and recommendation of noise abatement and noise mitigation measures to minimize the noise exposure from TEB aircraft operations on noise-sensitive land uses. The graphic above depicts the 2016 NEM. The modeling included evaluation of jet and non-jet traffic along with helicopter flight paths and maintenance ground run-up locations. Also shown is detailed land use in the study area along with identification of noise sensitive sites within the DNL 65 dB contour.

Since 2014, the Town of East Hampton has tasked HMMH with analyzing seasonal operations and complaints at the East Hampton Airport (HTO), in order to address community concerns regarding noise and operations levels. The Town of East Hampton developed and enacted use restrictions at HTO in July 2015 designed to curb aircraft and rotorcraft operations during nighttime hours. These restrictions remained in effect until November 2016, when the restrictions were struck down by the U.S. Court of Appeals and upheld by the U.S Supreme Court.

In accordance with the enacted use restrictions in 2015 and 2016, HMMH collected and analyzed aircraft operations data from the airports Vector Noise and Operations Management System (VNOMS) and PlaneNoise complaints systems, as well as a community managed complaint system known as Air Noise Report.

Most recently, HMMH was tasked by the Town to analyze year to date 2017 operations and complaints at HTO in order to update the community on changes in operations after the removal of use restrictions in 2016. This also included assisting the Town in preparing to conduct at Part 161 Study at the HTO airport. HMMH analyzed and presented HTO 2017 operations and complaints to the community, and was selected by the Town to serve as the acoustical consultant for the HTO Part 161 Study effort. The Town recently decided to abandon the Part 161 Study, in favor of negotiated agreements with operators. HMMH continues to assist.
AVCON

Airfield Pavement Rehabilitation Program: Rehabilitation of Runway 14-32 and Taxiway A, Naples Municipal Airport, FL (2016)

The runway rehabilitation project consisted of design, bidding, and construction phase services for the Rehabilitation of Runway 14-32 at Naples Municipal Airport. Runway 5-23 is the primary runway and was rehabilitated in 2010. Phasing of the project construction was a critical concern as the work was performed during the airport’s peak seasonal period. The project was brought into completion within time and budget, with surplus funds available to address some additional adjacent drainage and pavement repairs.

For the Taxiway A Extension assignment, AVCON provided planning, design, bid phase and construction phase services, including a new run-up pad to connect to the end of the previously lengthened end of Runway 23. AVCON provided engineering services for the pavement, airfield lighting, signing, and pavement marking for this project. The Taxiway A Extension was an integral portion of the construction that included major water management system improvements. The project included partial reclamation and back-filling of an existing wet stormwater pond to create the safety area necessary for the Taxiway A extension.

Master Plan Update, Daytona Beach International Airport, Daytona Beach, FL (ongoing)

AVCON is responsible for the Inventory of Existing Conditions for the Commercial Passenger Terminal, as well as the Facility Requirements, Development and Evaluation of Alternatives, Project Phasing, and Financial Feasibility for the Terminal. AVCON will also assist with the technical writing and editing of the Working Papers, Draft and Final Master Plan Narrative Reports, and The Final Stormwater Master Plan Reports. AVCON is responsible for the development of the traditional Airport Layout Plan and the Exhibit “A” Airport Property Inventory Map.

QUEST

Hillsborough County Aviation Authority, General Aviation Airports Master Plan Updates, Hillsborough County, FL (ongoing)

For its three general aviation airports, the Hillsborough County Aviation Authority (HCAA) was committed to ensuring community and stakeholder involvement as it embarked on an update to their master plans. Quest supported the public involvement activities for this initiative, including the coordination of meeting locations, welcome and sign in, collection of comment forms and general meetings preparation. Meetings were held for HCAA’s Peter O. Knight, Executive and Plant City airports. Quest is providing quality control for design of the final master plan report.

Ocala International Airport Terminal Design Charrettes, Marion County, FL (2017)

Supporting the prime consultant on this major terminal design project, Quest facilitated hosting of three design charrettes, ensuring input from such stakeholders as tenants, advisory committee and city council members as well as the community throughout the City of Ocala and region. Quest led development of a project fact sheet, media alert, facilitation guidelines and summary report to contribute toward an inclusive and informed decision-making process.

Hillsborough County Aviation Authority, Tampa International Airport Sustainability Plan, Hillsborough County, FL (2014)

Stakeholder and community engagement is an essential element in the development of Tampa International Airport’s Sustainability Plan. Quest served as the public involvement coordinator for this year-long initiative. Efforts include development and implementation of an online survey and visioning sessions for community stakeholders, tenants and employees. QCA supported coordination and implementation of stakeholder, tenant, staff and public meetings.
D. Professional References

We encourage you to contact the references provided below as they will provide the best attestation of not only HMMH’s technical ability, but the superior level of client services we bring to each project.

**Part 150 Studies at Teterboro and Newark Liberty International Airports**

**Port Authority of New York & New Jersey**

**Contract Type:** Part 150 Project  
**Duration:** 2016-present  
**Value:** $6M  
**Client Contact:** Adeeel Yousuf  
Manager, Noise Office  
4 World Trade Center  
150 Greenwich Street, 18th Floor  
New York, NY 10007  
212.435.3784 / ayousuf@panynj.com

**Value:** $2M (to date)  
**Client Contact:** Cassandra Davis  
Manager, Noise Abatement & Community Affairs  
1000 PBIA, Suite 846  
West Palm Beach, FL 33406  
(561) 471-7468 / cdavis@pbia.org

**Description of Services:** HMMH has provided comprehensive airport noise-related consulting services to Palm Beach County since 1991 on a variety of projects including: several Part 150 Updates; noise elements of an Master Plan Update and Regional Impact Study and EIS for a runway extension; design, specification, and installation of a monitoring system; residential sound insulation program design and management; annual noise contours; and expert support for litigation.

**Diverse Noise Consulting Services for the Town of East Hampton**

**Town of East Hampton**

**Contract Type:** Diverse Noise Consulting Services  
**Duration:** 2003-2014  
**Value:** $706,628 (to date)  
**Client Contact:** Michael Sendlinski, Esq.  
Town Attorney, Town of East Hampton  
159 Pantigo Road  
East Hampton, NY 11937  
(631) 324-8787 / MSendlinski@EHamptonNY.Gov

**Description of Services:** HMMH has provided aviation noise consulting services to the Town of East Hampton, for East Hampton Airport since 2003, including noise modeling and measurements, noise abatement alternative analyses and recommendations, noise abatement implementation support, noise monitoring system assistance, complaint monitoring system evaluation and recommendation, and use restriction alternative analyses and recommendations.
E. Firm Capacity

A firm of HMMH's size is always working on multiple projects simultaneously. In order to do so successfully, HMMH continuously monitors performance, cost, and schedule throughout the duration of a contract. Our Project Managers conduct reviews that focus on financial and schedule status to ensure that technical requirements are met in a timely and cost-effective fashion.

HMMH has the largest group of airport noise consultants in the country (perhaps in the world); the only other groups that are larger are government and industry organizations (e.g., Boeing). As Principal-in-Charge and Project Manager, Mary Ellen Eagan will be able to draw from the full resources of HMMH and each firm, as necessary, to ensure that tasks assigned under this contract proceed on schedule, in the most timely and cost-effective manner, and with full attention to all technical, regulatory, documentation, outreach, and other relevant matters.

HMMH prides itself on exceeding client expectations. At HMMH, we make clients for life. We do not propose on projects to which we are unable to commit the appropriate resources, and are thus able to consistently produce the desired work project within time and budget constraints. We encourage the Authority to contact any of our past clients for reference on our ability to respond to their needs.

HMMH staff have been lifesavers over the last three or four weeks. They have gone above and beyond to get us what we needed and FAST. When you're in the middle of a fight and in a foxhole somewhere, it's nice to have help. HMMH has provided GREAT service and we will remember that. Being a recovering consultant myself, I recognize great work and can-do attitudes. These are the kind of people I want on our team.

- Kevin Baker, Executive Director, Piedmont Triad International Airport
F. Approach to Part 150 Study

The Authority and the FAA have agreed that the Part 150 Update for Naples will follow a phased approach; specifically, that Phase I will include the development and submission of updated Noise Exposure Maps for Naples Airport, while Phase II (if needed) will consist of a review and possible modifications to the Naples Airport Noise Compatibility Plan. A summary of these two Phases is provided in the below. They are also described in detail below.

**Generalized Part 150 Process**

### Phase I: Develop NEM

**Task 1: Develop a Study Protocol**

HMMH believes the cornerstone to a successful Part 150 project is a well-developed and fully agreed upon Study Protocol to set the “operating rules” and tone for the entire project. Successful study chartering involves clarifying roles and responsibilities, expectations of all stakeholders and defining project schedule and milestones.

The Study Protocol will serve as a reference document throughout the project, not only as a reminder of project objectives, but to clarify any scope, risk management, QA/QC processes, or communication questions. HMMH will work directly with the Authority to develop the document; once a draft is developed, HMMH and the Authority will review the recommended protocol with the FAA. FAA’s concurrence on the document—especially, but not limited to technical methodologies—will be critical to establishing a productive relationship for the project, and should ensure no surprises when the Part 150 documentation is submitted for FAA review, acceptance, and/or approval.

A major element of the Study Protocol is the definition of stakeholder and public engagement objectives, tasks and proceedings, such as Technical Advisory Committee (TAC) meetings, public workshops, and public hearings.

The following are elements for consideration in the Study Protocol and stakeholder and public engagement process:

1. Methodology(ies) in conducting the Part 150 Study: this portion of the Study Protocol will outline the legal requirements of Part 150, the technical approach and methodologies (noise modeling, land use/GIS analysis, etc.)
2. Roles and responsibilities of stakeholders including but not limited to the Authority, the Board of Commissioners and the Noise Compatibility Committee, FAA participants, the Technical Advisory Committee, and the Project Team
3. Details about public participation process
4. Identification of project milestones, schedule and listing of project deliverables
5. Coordination of the project team
6. Coordination with the FAA
7. Stakeholder Engagement
**Task 2:** Prepare the NEMs

The key for successful NEMs is to generate the most accurate and defensible aircraft noise exposure contours for which the land use compatibility is then determined. HMMM has continually improved their process to develop noise exposure contours, including assisting the FAA with improvements to their model.

FAA requires use of the most current version of the noise model available at the start of the project. The FAA’s currently approved noise model is the Aviation Environmental Design Tool (AEDT) Version 2d, which was released on September 27, 2017. The next version, AEDT Version 3, may be released at the end of 2018; this would mean that FAA would require us to use the new version to prepare the NEMs.

HMMM recently prepared noise contours for the APF Master Plan for 2017 and 2023. Much of the data used to prepare those contours can be re-used toward development of Updated NEMs.

The HMMM Team will review forecasts from the Authority's Master Plan Project and other forecast information identified by the Authority. The HMMM Team will use the derivative forecast developed for the Master Plan contours along with a recent 12-month sample of flight track and aircraft identification data to develop the detailed operations and fleet mix for the NEM existing and forecast conditions. The NEM existing and future derivative forecasts will incorporate anticipated aircraft retirements and new aircraft model types added to the fleet. HMMM will review the aviation forecasts with the Authority and then the Authority will submit the forecasts to the FAA for approval.

Input for the NEM requires detailed operations data that specify aircraft model types, time of day of operation, and stage length. Due to varying model and engine combinations, aircraft in the same category may generate different noise footprints. The HMMM Team will supplement information from the Master Plan forecasts by discussing aircraft fleet adjustments with the Authority and major tenants. This data also will be used to review forecasts and source data to gain an understanding of any changes in time of day of aircraft operations. Therefore, the review of existing forecast information will be to extract the detail fleet mix data and time of day of operation needed to generate the NEM existing and future year derivative forecasts.

Further, the HMMM Team will obtain and review data from the NAA Flight Tracking System for the most recent 12-month period to gain as much information as possible regarding registration data, aircraft type, and time of day of operation to compile as complete a profile of data for the NEM existing year as is available.

The existing Master Plan AEDT model tracks and track use will be compared to the radar data sample and adjustments will be made as necessary to each set of data. As was done for the Master Plan effort, HMMM will overlay the model tracks onto flight track density "heat maps" for the Authority to review. See the figure below as an example.

![Runway 5 AEDT Model tracks and Radar Density Plot at Naples Municipal Airport](image)

HMMM will also use the radar data sample to update the Runway Use developed for the Master Plan making adjustments where necessary. The forecast, tracks, track use and runway use will include detailed data for both fixed wing and helicopter operations.

The HMMM Team, along with NAA, will define an overall study area and a detailed data collection area for the project. The HMMM Team will collect land use and zoning data from within the study area to be input into a GIS database. Detailed parcel data, census and housing data from within the detailed data collection area will be collected. The land use inventory will take
advantage of prior NAA and HMMH efforts, and information available from City of Naples, Collier County, and other publicly available sources. HMMH will develop a GIS database and Part 150 base map. In anticipation that this study will include consideration of noise exposure on a single event basis, the land use study area will be identified based on the combined limits of the 85 decibel (dB) Sound Exposure Level (SEL) contours for the aircraft with the largest single event contours operating at APF. After the draft baseline and forecast case contours have been prepared, HMMH will conduct a field visit to perform a “windshield survey” to verify land uses within the extent of the SEL contour and 60 decibel (dB) DNL and slightly beyond contours for the two analysis years. HMMH will utilize the data to prepare the base map and GIS database for use in the NEM and NCP analyses, presentation, and documentation.

Updated population and housing data will form the basis of this study. The HMMH Team will combine information gathered from land use surveys, the most recent US Census 2010 block data, US Census American Community Survey data and other sources of information to develop detailed housing and population estimates for use in the Part 150 study.

**Phase II: Develop NCP**

**Task 3: Develop Noise Compatibility Program (NCP)**

Regulatory requirements for development of a NCP are exhaustive, and require analysis of concepts that are neither practical nor productive at most airports. The HMMH Team recommends that the Authority focus its review only on those areas that would be operationally achievable and effective.

There are three basic strategies evaluated for inclusion into the NCP:

- Noise abatement: reduce noise at the source
- Land Use: provide for compatible land uses
- Programmatic: implement and monitor the NCP measures

For each of these strategies the following analysis and selection process applies (as summarized in the figure below):

- Evaluate the effectiveness of each measure in addressing objectives
- Evaluate feasibility (operational, safety, economy, etc.)
- Select preferred “package” of measures
- Identify implementation schedule, responsibilities, budget, funding sources, etc.
- If not recommended, document reasons

**STEP 1 Identify Incompatible Land Uses**
Existing conditions Noise Exposure Map
Forecast conditions Noise Exposure Map

**STEP 2 Consider Noise Abatement Strategies**
Reduce exposure over incompatible uses
Limit growth in exposure over incompatible uses

**STEP 3 Consider Land Use Strategies**
Mitigate residual incompatible uses
Prevent introduction of new incompatible uses

**STEP 4 Consider Programmatic Strategies**
Implement and promote measures
Monitor and report on effectiveness
Update NEMs and revise NCP as appropriate

**Analysis and Selection Process Applied in Steps 2-4**

- Evaluate effectiveness of each measure in addressing objectives
- Evaluate feasibility (operational, safety, economic, etc.)
- Select preferred “package” of measures
- Identify implementation schedule, responsibilities, budget, funding sources, etc.
- If not recommended, document reasons

NCP Development Process

Noise Consulting Services at Naples Municipal Airport
Part 150 requires that certain noise abatement strategies be considered, including: noise abatement flight tracks, preferential runway use, arrival/departure procedures, airport layout modifications, and use restrictions. Some preliminary thoughts on each of these are provided below.

- **Noise Abatement Flight Tracks:** There is interest from stakeholders regarding the implementation of previous noise abatement flight tracks. HMMH will review these to determine their effectiveness. HMMH will also discuss and review with stakeholders other possible flight paths to reduce aircraft noise. HMMH will work closely with the NAA, FAA Air Traffic and RSW tower staff if needed to evaluate possible flight path modifications.

- **Preferential Runway Use:** HMMH will conduct a thorough evaluation of the current preferential runway use program, which has been in place since the original NCP. There are two key reasons for this: (1) certain new aircraft now generate more noise on arrival than on departure (at similar distances from the airport), and (2) the area surrounding the airport has experienced extensive development and changes since the original NCP, including increases in population and housing.

- **Arrival/Departure Procedures:** HMMH will re-evaluate certain procedures, especially the 2,000’ altitude restriction on departure from the airport.

- **Airport Layout:** Stakeholders have suggested that the Authority review runway lengths for possible modification. The HMMH Team will examine the implications of such a possibility. HMMH will also review locations of displaced thresholds and locations of maintenance run-ups.

- **Use Restrictions:** Based on Naples Airport’s successful Part 161 history, we expect that community stakeholders may want to examine possible new use restrictions.

Land use strategies often include land acquisition, sound insulation, avigation easements, preventative land use controls and real estate disclosures. Based on the results of the previous NCP, we expect that land use strategies will likely remain unchanged. However, we will recommend meeting with the land use/zoning planners for the City of Naples and Collier County to discuss the recommended measures in the current NCP and potential changes to those recommendations.

Like land use strategies, we expect to review existing program management measures in the current NCP to begin evaluation of the programmatic strategies at Naples. Changes to the program management measures likely will be in monitoring and reporting compliance with any new noise abatement measures that come from the Part 150 Update.

We may recommend that the NCP include supplemental mapping and graphics to assist with clearly documenting the proposed actions and their affects. We often consider how the NEM/NCP will be used in the years ahead by the Authority, the FAA, and other stakeholders. Therefore it is important to document the NCP clearly for future readers who may not have been personally involved in the NCP development.
G. Project Understanding and DBE Commitment

Project Understanding
As the Authority embarks on this Part 150 Update, it is important to understand context of the past, present, and future; and implications for all of these on the Study and stakeholder participants, especially members of the public.

The Past: Relationship of This Part 150 Update to Previous Part 150 and Part 161 Studies at Naples
Naples Airport has a long history of involvement in the FAA’s Part 150 process, dating back to 1985. The figure below summarizes important milestone dates over the last 33 years. HMMH is proud to have been involved in every one of these activities since 1995.

The Present: Relationship of This Part 150 Update to the Naples Airport Strategic Plan and Master Plan
Goal #2 of the Naples Airport Strategic Plan is to “be an engaged, responsive partner in service to our community”. Specifically, the plan calls for Naples Airport to: (1) mitigate adverse impacts of aircraft noise, (2) improve voluntary curfew compliance, and (3) increase awareness of noise abatement efforts;

Naples Airport intends to measure success in these efforts through trends in noise comments and curfew compliance.

Our analysis and the resulting NCP needs to be sure to accomplish these goals, and the entire Part 150 process must reflect the transparency and collaborative spirit that is inherent in the objective of increasing awareness.
The Future: Relationship of This Part 150 Update to the Florida Metroplex and NextGen Implementation

FAA's recent presentations suggest that the Florida Metroplex Study will likely not have any direct impact on operations to or from Naples Airport. However, the FAA's Instrument Procedure Gateway includes a proposed Naples Six Departure for publication January 2020. If the scope of that project changes, HMMH is well prepared to guide and assist NAA through the process, having been involved in FAA Metroplex projects in Texas and currently assisting airports reviewing and evaluating implemented procedures in the DC area and CLT.

One of the first aspects would be to clearly identify what the proposed changes are and overlay on map that NAA staff and the local community will find beneficial and effectively communicate the scope of the proposed changes to the study are that the local Naples community. In addition to the change in flights, we would need to identify the potential number of aircraft on the proposed route. The technical tasks would involve reviewing FAA's designs in both written documents and through meetings, preparing maps communicating existing and the proposed flight paths and considering how future aircraft traffic would use the proposed procedures in light of historical operations at Naples.

From a Part 150 regulatory standpoint, changes in flight paths could affect an NEM update in several ways. A common scenario is that FAA's position at the time of NEM preparation is that the proposed procedure change is still being considered (such as prior to a Record of Decision). In such a case, the official NEM submission may only include the existing procedures, and possibly include an alternative future NEM condition including the proposed changes and for land planning use under the Part 150 regulations and when the FAA makes a final decision.

On-Call Approach

HMMH will provide NAA with on-call services related to a variety of tasks. These tasks will support the NAA from presentations at meetings, data analysis, noise measurements, procedure review, noise abatement program support and Noise Compatibility Committee support. HMMH has continually provided this type of support to the Authority for more than 20 years. HMMH provides similar services to many of the busiest GA airports including: VNY, FXE, BED, APA, HTO, and TEB.

- Noise Compatibility Committee and Other Meetings
  - Preparation for meetings: HMMH has developed and provided a broad range of noise presentations on data analysis, latest trends in noise, status reports on the NAA noise program etc.
  - Attendance at meetings: HMMH has presented at many NAA and NCC meetings both at the airport and at City Hall.
  - Preparation and presentations for public meetings for noise-related matters: HMMH has extensive experience with both NAA and other GA airports (BED, FXE, VNY, TEB, APA) preparing for an presenting at public meetings
  - Provide technical support to the Authority and assist staff at public meetings as needed
  - Follow-up on noise-related matters
  - Other related tasks as requested

- On-Call and General Consulting Services
  - Provide technical support to the Authority regarding FAA, other agencies and other parties related to noise: HMMH has an excellent working relationship with the FAA and other agencies. HMMH staff regularly work with FAA staff in most regions and with staff at FAA headquarters. HMMH has been assisting NBAA with their noise abatement efforts for the last several years, including assisting with the redevelopment of their noise program, development of noise data and presenting at their annual conference.
  - Provide outreach program assistance and recommendations: HMMH has provided development and review of pilot outreach materials, obtaining pilot input, recommendation of revisions, and
implementing improvements, including new handouts, poster, web materials, etc.

- Provide noise and airspace planning services as requested: HMMH has provided comprehensive review of noise program implementation, and recommendation of improved communication, monitoring, and reporting mechanisms. HMMH has also supported the NAA with assessment, input, and guidance of land recommendations related to potential developments and changes in land use controls in the APF environs.

- Provide air traffic planning services: HMMH is uniquely qualified to assist the NAA with Metroplex matters. We have provided the NAA with detailed reviews and public presentations in the past. HMMH has supported the Authority's work with FAA Air Traffic to review procedures and the current 2,000' altitude hold on departures.

- Evaluate and provide recommendations for noise mitigation options

- Prepare noise contour updates as requested: HMMH has developed noise contours for the on-going Master Plan and the prior Runway Extension EA. HMMH is uniquely positioned to develop seasonal or time period contours as needed by developing contours from radar data.

- Provide staff training and support: HMMH regularly provides training including noise office training, AEDT training, measurement equipment and training for the FTMS. HMMH recently conducted a noise officer-training course at PBI.

- Other related tasks as requested: HMMH has provided flight track system support and procurement, air quality, and solar guidance services.

DBE Commitment

HMMH is a women-owned business certified under the Florida Unified Certification Program as a Disadvantaged Business Enterprise (DBE), in addition to being certified by 30 other agencies across the country. Therefore we will satisfy both the 2.25% Race-Neutral and 6.7% Race-Conscious goals simply by our participation. In addition, we have included Quest, a DBE subcontractor, which will also increase DBE participation. It is difficult to determine exact DBE participation rates on a task-order contract, but between HMMH and Quest, we expect DBE participation about 80% of total contract value.

HMMH often utilizes M/W/DBE businesses in the normal course of our business, which includes M/W/DBE businesses as sub-consultants and as suppliers of goods and services. Due to the nature of our work, the majority of M/W/DBE firms with whom we contract are, in fact, professional service firms, rather than suppliers. These M/W/DBE firms bring their professional expertise to a project, and are involved directly in the details of the work. The expertise and support brought to prior projects by various M/W/DBE firms with whom we have teamed includes engineering, architectural, environmental, public relations and graphics firms.

HMMH values these teaming arrangements and seeks opportunities on projects to engage and fully utilize the skills and expertise that our M/W/DBE teaming partners offer. Identifying well-defined, meaningful roles and responsibilities for our subcontractors based on their capabilities and skill sets allows each project to receive the greatest benefit from the project team as a whole. At HMMH we have built longstanding relationships with many of the firms with whom we work and continue to collaborate with them.
Demonstration of Good Faith Efforts

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

☐ The bidder/offeror is committed to a minimum of **15**% DBE utilization on this contract.

☐ The bidder/offeror (if unable to meet the DBE goal of **___**%) is committed to a minimum of **___**% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: Harris Miller Miller & Hanson Inc.

State Registration No.: P04611

By: Mary Ellen Eagan, President & CEO

(Signature)

Title

*The 15% commitment does not include scope covered by HMMM, also a DBE certified firm within the state of Florida.*

FORM 2: LETTER OF INTENT

Name of bidder/offeror’s firm: Harris Miller Miller & Hanson Inc.

Address: 77 South Bedford Street, Burlington

County: Middlesex State: MA Zip: 01803

Name of DBE firm: Harris Miller Miller & Hanson Inc.

Address: 77 South Bedford Street, Burlington

County: Middlesex State: MA Zip: 01803

Telephone: 781.229.0707

Description of work to be performed by DBE firm:

- Overall project management, aviation noise consulting services, airspace planning,
- training, and other services, as required.

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is $ **TBD**
Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By [Signature] [Name]

If the bidder/offeree does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)
Demonstration of Good Faith Efforts

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

X The bidder/offeror is committed to a minimum of 15% DBE utilization on this contract.

The bidder/offeror (if unable to meet the DBE goal of ___%) is committed to a minimum of ___% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: Harris Miller Miller & Hanson Inc.

State Registration No. P04611

By: Mary E. Eagan
(Signature)

Mary Ellen Eagan, President & CEO
Title

* The 15% commitment does not include scope covered by HMMH, also a DBE certified firm within the state of Florida.

FORM 2: LETTER OF INTENT

Name of bidder/offeror's firm: Harris Miller Miller & Hanson Inc.

Address: 77 South Bedford Street, Burlington

County: Middlesex State: MA Zip: 01803

Name of DBE firm: Quest Corporation of America

Address: 17220 Camelot Court, Land O' Lakes

County: Pasco County State: FL Zip: 34638

Telephone: 866.662.6273

Description of work to be performed by DBE firm:

Public outreach and coordination on the project

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is $ TBD.
Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By [Signature]

[Title]

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)
STATEMENT OF DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, responses or that are equal with respect to price, quality, and service are received by the State of Florida or by any of its political subdivisions for the procurement of commodities or contractual services, a bid, proposal or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in section 1.

4. In the statement specified in section 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of the Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this program.

Select one or the other (not both) of the following certification statements. These statements are mutually exclusive.

☐ This firm DOES NOT comply with the above requirements for a drug-free workplace.

☒ As the person authorized to sign the statement, I certify that this Firm DOES fully comply with the above requirements.

Harris Miller Miller & Hanson Inc.
Firm Name

Mary Ellen Eagan, President & CEO
Name of Authorized Individual

[Signature]
Authorized Signature

December 10, 2018
Date
SCRUTINIZED COMPANY CERTIFICATION

This certification is required pursuant to Florida Statute Section 287.135.

As of July 1, 2018, a company that, at the time of bidding or submitting a bid/response for a new contract/agreement, is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List or that is engaged in a boycott of Israel, created pursuant to Florida Statute Section 215.4725, or has been engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods or services of $1 million or more.

Harris Miller Miller & Hanson Inc. 04-2737079

Firm Name FID or EIN No.

77 South Bedford Street

Address Burlington, MA 01803

City, State Zip

I, Mary Ellen Eagan, as a representative of Harris Miller Miller & Hanson Inc., certify and affirm that this company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, and has not been engaged in business operations in Cuba or Syria.

Authorized Signature

On this the 10 day of December, 2018, before me, the undersigned Notary Public of the State of Massachusetts, personally appeared the abovenamed and swore that the statements contained in the foregoing document are true and correct.

Notary Public

My Commission Expires:

November 19, 2018 - Request for Qualifications: Noise Consulting Services  Page 66 of 67
NON-COLLABORATION AFFIDAVIT

STATE OF Massachusetts

COUNTY OF Middlesex

I state that I, Mary Ellen Eagan, President & CEO, of Harris Miller Miller & Hanson Inc., am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Respondent, potential Respondent, Proposal, or potential proposal.

2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Respondent, potential Respondent, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.

3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher that the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.

4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.

5. Neither my firm nor its affiliates, subsidiaries, officers, directors, partners, owners, representatives, employees or parties in interest are currently under investigation by any governmental agency and have not in the last three years been found liable for any act prohibited by state or federal law in any jurisdiction involving conspiracy or collusion with respect to the proposal or bid on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the City of Naples Airport Authority, for which this Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment of the true facts relating to the submission of this Proposal.

Authorized Signature

On this the 10 day of December 2018, before me, the undersigned Notary Public of the State of Massachusetts, personally appeared the abovenamed and swore that the statements contained in the foregoing document are true and correct.

Notary Public

CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
John McLaughlin Agy
228 Lynn Fells Pkwy
Melrose MA 02176

CONTACT
Nama: Monica Cecconi
CISR AIAM AAII AAI-M

PHONE
(781) 665-2775
FAX
(781) 665-0295
E-MAIL
mceconi@mclaughlinins.com

INSURED
Harris Miller Miller & Hanson
Inc.
77 South Bedford Street
Burlington MA 01803

INSCRIBER(S) AFFORDING COVERAGE
INSURER A: Federal Insurance Company
INSURER B: Chubb Group of Ins. Companies
INSURER C: Travelers Prop. Cas. Co. of Am
INSURER D:
INSURER E:
INSURER F:

CERTIFICATE NUMBER: 810167523
REVISION NUMBER:

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

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

CERTIFICATE HOLDER
Harris Miller Miller & Hanson
77 South Bedford St
Burlington MA 01803

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
John McLaughlin

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# Certificate of Liability Insurance

**Certification:**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend, or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

**Important:** If the certificate holder is an additional insured, the policy(ies) must have additional insured provisions or be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## Producers

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<td>5847 San Felipe, Suite 320 Houston, TX 77057</td>
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## Insurers

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City of Naples Airport Authority

Noise Consulting Services

Work That Matters

12.20.18 | Statement of Qualifications

ORIGINAL
Diane Jackson, Director of Communications and Business Development
City of Naples Airport Authority
160 Aviation Drive North
Naples, FL 34104

Subject: City of Naples Airport Authority Noise Consulting Services

Dear Ms. Jackson:

Environmental Science Associates (ESA) is pleased to submit our proposal to provide Noise Consulting Services at Naples Municipal Airport (APF) in response to the Request for Qualifications issued by the City of Naples Airport Authority (NAA). Founded nearly 50 years ago in 1969, ESA has successfully completed projects at over 150 airports including hundreds of projects at more than 45 airports in Florida, as well as APF. We successfully partner with airport operators to tackle complex issues affecting the development and operation of airports and the interface with local communities and the environment.

ESA offers NAA the project expertise, understanding of specific issues, and local experience necessary to successfully complete all aspects of the referenced services. Additionally, we have an excellent track record working with noise sensitive communities throughout the US, but especially relative to the unique issues we have here in Florida. We have successfully processed and coordinated more noise and environmental projects through the Federal Aviation Administration (FAA) Orlando Airports District Office than any other firm.

As Project Manager, I will be your primary point of contact (contact Information below) and will oversee all aspects of the noise consulting services. I have 29 years of noise, environmental, and planning experience at more than 120 airports. As a Senior Vice President, I am also fully authorized to commit the firm resources relative to these services and subsequent task orders. I will work closely with Autumn Ward, Deputy Project Manager, and Steve Alverson, Project Director, who have a combined 50 years of aviation noise consulting experience.

ESA has partnered with Garth Solutions, Inc., (GSI) for Public Outreach and Public Relations support. GSI, a Women/Minority Business Enterprise/Disadvantaged Business Enterprise (W/MBE/DBE), is a frequent teaming partner of ESA’s and will help us meet or exceed your stated combined DBE goal of 8.95 percent. GSI is an integral part of our team and based on our past working relationship, will contribute significantly to the success of the project.

In transmitting our Statement of Qualifications, ESA has no exceptions to the terms and provisions of the Professional Services Agreement. The firm acknowledges the following addenda: Addendum #1 issued December 13th, 2018

ESA’s specialized focus on airports as a national practice has enabled us to provide unmatched client service demonstrated by the fact that more than 85 percent of our business comes from repeat clients. ESA has a strong history with NAA and we look forward to supporting you on these services.

Sincerely,

Michael Arnold, Senior Vice President
Environmental Science Associates
4200 West Cypress Street, Suite 450
Orlando, FL 32832
marnold@esassoc.com, 407.312.1294

December 20, 2018
Section A

Statement of Qualifications

ESA is a full-service, multidisciplinary planning and environmental consulting firm with a staff of 500 professionals. Since our inception in 1969, ESA has prepared thousands of planning and environmental documents for a wide range of public sector clients and agencies. ESA distinguishes itself from other firms with a dedicated aviation consulting practice through which more than 75 staff support airports nationwide.

ESA has provided airport noise and environmental planning, as well as public engagement and facilitation, at more than 150 airports worldwide. Our noise resume includes complex projects at some of the most challenging airports in the country including LaGuardia, John F. Kennedy, Los Angeles, Bob Hope, Seattle-Tacoma, Portland, San Francisco, Oakland, Hartsfield-Jackson Atlanta, Austin-Bergstrom, Charlotte, Orlando, Miami, Fort Lauderdale and Sacramento International Airports. These services have included, but were not limited to, Title 14 of the Code of Federal Regulations (CFR) Part 150 Studies, noise contour development, flight procedure evaluation, airspace planning, residential sound insulation programs, aircraft noise measurements, aircraft ground noise studies, aircraft noise monitoring system design, compatible land use planning, noise mitigation program development, noise litigation support, public involvement program facilitation, and a wide range of on-call noise services.

Our clients regularly turn to ESA when public confidence in the process is critical to project success and we consistently deliver. We work closely with noise sensitive communities, noise committees, elected officials, and noise round tables on the behalf of our clients to help educate and navigate to meaningful solutions. ESA is sensitive to the often-conflicting interests and needs of airport personnel, local planners, aircraft operators, regulatory agencies, and the interested public. We believe that to ensure the success of any project, all concerned stakeholders must be actively involved in the process. We have provided successful public involvement and outreach programs at numerous airports that comply with, or surpass, 14 CFR Part 150 requirements. We effectively coalesce the often differing missions of airport management, local leaders, airport tenants, aircraft operators, regulatory agencies, and the interested public through our ability to present even the most technical information in a concise and highly effective manner.

We are currently serving as a Trusted Advisor to more than 40 airports throughout Florida and have completed more than 100 airport noise-related projects in Florida alone. We are not only experienced at management of complex on-call projects, but guide our clients strategically to allow them to focus their resources to have maximum value. We understand the multifaceted relationships between Florida airports and their local communities and the unique noise challenges associated with the extreme seasonal peaking characteristics. Whether assisting Fort Lauderdale International Airport address community concerns related to the opening of air carrier runway or helping Miami Executive Airport develop strategies to address evolving noise issues, we bring creative solutions and deliver on the most challenging assignments.

ESA is currently, or has recently supported Orlando, Miami, Fort Lauderdale and Southwest Florida International Airports in addressing concerns related to the Federal Aviation Administration’s (FAA) South-Central Florida Metroplex project. We understand the opportunities associated with area navigation (RNAV) procedure implementation as well as the challenges. In southwest Florida, ESA conducted extensive analysis in coordination with the Lee County Port Authority and the FAA at Southwest Florida International Airport ATC/ TRACON, the Miami Air Route Traffic Control Center and the Eastern Service Center relative to the impacts resulting from the Florida West Coast Airspace Redesign (FLOWCARS). This award winning work resulted in successful implementation of a series of new published procedures to address community concerns related to noise and altitude and was accomplished through the recent 14 CFR Part 150 Study for Southwest Florida International Airport. Notably, this airspace change also directly effects the movement of aircraft into and out of the Naples airspace.
While always serving as strong advocates for our airport clients, through our superior technical work we have built and maintain an excellent reputation with the FAA and Florida Department of Transportation (FDOT). ESA is highly respected for our ability to resolve a wide range of complex issues under challenging circumstances and are routinely called upon to participate in expert FAA and industry panels on noise policy and topics. For example, ESA is actively assisting the FAA in developing national noise policy through the national Policy, Engineering, Analysis, and Research Support (PEARS 2) contract. In addition to supporting FAA headquarters on research and policy development, this contract involves supporting procedure implementation and other projects for each of the FAA’s three Service Centers. This work provides invaluable insight into the evolution of national policy on the airport and aircraft noise environment. We have the ability to strike an effective balance between the goals and objectives of Airport Sponsors and those of the agencies and are known for our ability to get the job done through the FAA’s Orlando Airports District Office (ADO). Many of our key personnel have worked for a number of years with the FAA’s team assigned to Naples Municipal Airport - Krystal Ritchey, Pedro Blanco, and Peter Green; and we have relationships with the ADO Management of Bart Vernace, Rebecca Henry, and Juan Brown extending back more than 20 years.

ESA is pleased to include the services of Garth Solutions, Inc. (GSI) for this assignment. GSI is a highly regarded strategic communications, marketing and government affairs firm, with strong local media, business, civic and government relationships throughout the region, the state of Florida, and nationally. GSI specializes in developing and implementing outreach programs that successfully communicate with and engage a given target audience. GSI’s experience includes an extensive list of airport projects. ESA and GSI are currently working together in a similar fashion on the Fort Lauderdale-Hollywood International Airport 14 CFR Part 150 Study. GSI is a certified Disadvantaged Business Enterprise (DBE) WBE/MBE firm.
Section B

Project Manager and Key Project Team

As depicted in our Team organizational chart, the ESA Team is built on the strength of our strong Project Manager/Deputy Project Manager approach supported by Project Support, Technical, and Outreach teams. Each ESA team member possesses the requisite technical expertise, management experience, and commitment needed to deliver a high quality 14 CFR Part 150 Study on time and on budget, and to fully perform all aspects of a noise on-call and NCC support services contract like APF’s. All of our team leads and team members are seasoned professionals; the majority of which are based in Florida which is invaluable for a project with community involvement needs like this one.

Our senior project leadership team is made up of the top talent in the aviation and environmental world industry.

- **Mike Arnold** will serve as Project Manager (PM) for the Part 150 and on-call services contract. Mike’s recent experience managing the 14 CFR Part 150’s for Southwest Florida International and Fort Lauderdale-Hollywood International as well as the on-call noise services contract for Miami-Dade Aviation Department demonstrate his ability to successfully manage complex noise services contracts and maintain a high level of responsiveness on issues unique to South Florida airports.

- **Steve Alverson** will serve as the Project Director (PD) and will be responsible for implementing ESA’s Quality Assurance/Quality Control (QA/QC) process for all work products; ensuring documents, data, and coordination between team members adhere to ESA’s rigorous standards. Steve will also bring his nearly 40 years of noise consulting experience and working with noise sensitive communities to these services.

- **Julie Sullivan** will serve as Strategic Advisor to the Project Team. Julie is in charge of ESA’s Southeast US region and will work with Mike and Steve to provide strategic input and guidance and leverage the resources of the region and firm to ensure that client expectations are not only met, but exceeded.

- **Autumn Ward** will serve as the Deputy Project Manager (DPM) and will also oversee the Project Support Team. She will assist Mike with day to day management and coordinate project resources activities. Autumn and Mike are working in a similar strong PM/DPM role on numerous projects including the FLL 14 CFR Part 150.

- **Chris Sequeira** will serve as the Technical Team lead overseeing and coordinating various aspects of project technical support. Chris and Mike are working together on similar roles on the JFK and LaGuardia 14 CFR Part 150’s and the on-call noise services contract for the Miami-Dade Aviation Department.

- **Yvonne Garth** with GSI will serve as the Outreach Team lead. She will assist in developing the public outreach and media relations strategy throughout the contract duration. Mike is working closely with Yvonne in a similar highly successful role on the FLL 14 CFR Part 150.
Brief biographies for our project manager, project leadership team and key personnel are included below.

**Mike Arnold, LEED AP, Project Manager**

As Project Manager, Mike will serve as the primary contact point for the project and will oversee all day to day activities that the ESA Team will produce 14 CFR Part 150 compliant Noise Exposure Maps (NEMs) and Noise Compatibility Program (NCP) for NAA. He will ensure that tasks stay on schedule and within budget and will implement and redirect the strategic approach to the project as necessary.

Mike is the National Director of ESA's Airports Practice and has nearly 30 years of aviation consulting experience (16+ years with ESA) including 14 CFR Part 150 studies, aviation planning, noise and environmental (NEPA) projects at more than 120 domestic and international airports. Mike started his career in airport and airspace modeling in complex environments such as the Chicago region and Washington D.C. area. For the last 16 years, he has focused almost exclusively on complex airport noise and environmental projects and excels in securing the trust of the public. Mike holds a Bachelor of Science, Civil Engineering (BSCE), from Michigan State University and is a US Green Building Council Leadership in Energy and Environmental Design (LEED) Accredited Professional.

Mike has managed and supported more than a dozen 14 CFR Part 150 studies and more than 50 noise-related projects and has recently assisted a number of airports including Miami International Airport in resolving and evaluating issues related to airspace redesign and new Area Navigation (RNAV)
procedure implementation. Mike specializes in the identification of procedure modifications and land use controls to minimize noise impacts on surrounding communities.

For 26 of the past 29 years, Mike has served Florida airport clients and has led the expansion of ESA's noise and environmental services in Florida to include nearly 50 Florida on-call airports which account for 92 percent of all passenger enplanements and 70 percent of all operations at towered airports in the state. Mike has extensive experience in addressing issues unique to Florida and has an excellent working relationship with the FAA at the ADO, Regional and Headquarters levels.

A recent example of Mike's work in Florida is his management of the 14 CFR Part 150 noise and land use compatibility program update for Southwest Florida International Airport. The study evaluated the baseline noise conditions resulting from the controversial FLOWCARS that was implemented by the FAA in October 2008. The study included an extensive community outreach program with 11 community workshops and six small group community meetings held throughout the project. Additionally, the project included extensive coordination with the FAA, Air Traffic Control Tower (ATCT) and Terminal Radar Control (TRACON) facility, Miami Air Route Traffic Control Center (Miami Center), and Atlanta Regional Air Traffic Organization (ATO), and resulted in the implementation of a number of new operational procedures to reduce the noise impacts on the surrounding community. Airport overlay zones extending to the 55 Day-Night Average Sound Level (DNL) contour were also updated to address projected activity levels and fleet changes expected through 2030. The project “far exceeded” the Lee County Port Authority’s expectations in addressing community concerns and received the Florida Airports Council’s Noise Mitigation Project of the Year award in 2013.

In addition to Mike's Florida experience, he has led or played key roles on many of the most complex and controversial projects nationally including the Fort Lauderdale, LaGuardia, Los Angeles and Atlanta 14 CFR Part 150 Noise and Land Use Compatibility studies and the Chicago O'Hare International Airport (ORD) Modernization Program (OMP) Environmental Impact Statement (EIS).

Mike has served in leadership roles in industry associations and regularly moderates, speaks, and facilitates discussions on a wide variety of industry issues including sustainability/“green airports”, land use compatibility, forecasting, emerging issues in noise and Part 150 studies, integration of planning and environmental processes, and the changing needs of airport planning.

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**Steve Alverson, Project Director**

Steve Alverson has 36 years of aviation noise and environmental consulting experience with an emphasis on leading effective community involvement programs that bridge the gap between detailed technical analyses and the effects residents experience on the ground. He has led complex aircraft noise analysis at many of the busiest airports in the world. Steve has managed a wide range of services through on-call aviation noise consulting contracts at Los Angeles International Airport, San Diego International Airport, San Francisco International Airport, Oakland International Airport, Denver International Airport, Portland International Airport, March Inland Airport, and Sacramento International Airport. He has prepared numerous 14 CFR Part 150 Noise and Land Use Compatibility studies and is currently the project director for the 14 CFR Part 150 Studies for John F. Kennedy International Airport and LaGuardia for the Port Authority of New York and New Jersey. Steve has led litigation support efforts and served as an expert witness on aircraft noise matters for the Port of Seattle, the City of Atlanta Aviation Department, and the Orlando Sanford Airport Authority. As a result of Steve's extensive aviation noise consulting experience, he is frequently asked to speak at national and international conferences.
Autumn Ward, CM, Deputy Project Manager, Project Support Team Lead. Autumn Ward has 14 years of experience in the aviation field. She is an Airport Planner and Project Manager with a strong background in sustainability and environmental planning, airport noise impacts, airport facility planning, and aviation safety. Autumn has in-depth experience modeling noise effects, documenting environmental impacts, and implementing studies and programs at airports. Her project experience has included facilities ranging in size from small general aviation airports to major large-hub air carrier airports in the United States and abroad. She has worked on numerous noise studies, environmental documents for airport development projects, and sustainability/master planning studies. She is experienced with the FAA and airport certification requirements and skilled in documenting and presenting the results of technical analyses in a manner that can be clearly understood by the public. Autumn is a Certified Member of AAAE, the Vice President of the Tampa Bay chapter of WTS, and holds a Bachelor and Master's degree from Embry-Riddle Aeronautical University.

Julie Sullivan, Strategic Advisor. Julie Sullivan is Regional Director of ESA's Southeast Region with nearly 20 years of professional experience. Julie has provided the full range of environmental services from planning through design, construction and post-construction compliance for airport projects across the US with a focus on Florida. She has served as the project manager or lead technical professional on hundreds of challenging projects and has authored a myriad of technical papers and professional conference presentations. As operations manager of the large team of diverse environmental professionals at ESA, Julie has responsibility for business development, client service, and all aspects of technical project delivery. Julie is routinely engaged in airport projects where environmental regulatory strategy is critical to project success. A qualified expert in the areas of airport wildlife, wetlands, and NEPA, her innovative strategies coupled with agency relationships have facilitated project approvals for some of the most controversial airport projects.

Chris Sequeira, Technical Lead. Chris Sequeira has nine years of experience working at the intersection of federal environmental policy, process improvement, and analysis tool development, including six years as an FAA Headquarters project manager leading numerous aviation environmental projects. At the FAA's Office of Environment and Energy (FAA AEE), Chris co-managed the production of the Aviation Environmental Design Tool (AEDT), which replaced the Integrated Noise Model, the Emissions and Dispersion Modeling System, and the Noise Integrated Routing System. He also co-managed the production of the FAA’s Aviation Emissions and Air Quality Handbook. In addition, Chris is proficient at presenting complex environmental topics to large, diverse audiences. Chris is currently serving as technical director of the JFK Part 150, supports the LAWA Noise Roundtable and has led major technical studies at airports including Miami International, Miami Executive, Charlotte International, Denver International and San Bernardino Airports.
Yvonne Garth, Outreach Lead
Yvonne Garth is the President and CEO of Garth Solutions, Inc. She has over 22 years of experience providing diverse services to local, national, private and public entities. Leveraging both traditional and social media tools, Yvonne has led the implementation of innovative communication programs. She has proven experience developing and leading the application of comprehensive public outreach initiatives that proactively engage local communities and promote their participation on marquis programs both nationwide and specifically in South Florida. Yvonne remains committed to serving her community through public service work. Yvonne has consistently proven the ultimate advocate for the communities she works in, earning the distinction of being named one of Diversity Plus Magazine’s “Women of Power” in 2009. Yvonne holds a Bachelor of Arts degree from the University of Maryland’s School of Journalism and is a Certified Charrette Planner with the National Charrette Institute.

Doug DiCarlo, Planning Lead
Doug DiCarlo has more than 24 years of experience in providing aviation consulting services for both commercial service and general aviation airports throughout the United States. Doug brings experience including direct involvement in hundreds of planning analyses including over 30 airport master plans, numerous specialized terminal area studies, and environmental document assignments. As a career aviation planner, Doug’s experience includes projects at numerous general aviation and small to medium hub commercial airports throughout the US, but has focused much of his career in Florida working closely with both the FAA Orlando ADO and FDOT Aviation staffs. His expertise has involved forecasting, aircraft operations and fleet mix, airfield geometry, airspace evaluations, airside/landside capacity, land acquisition, land use compatibility, and airport zoning. Commercial service airport assignments have also included terminal, gate, ramp, airfield, and landside planning, as well as developing detailed airline fleet forecasts and schedules for simulation models. Doug is leading the effort to provide a new master plan for the Naples Municipal Airport. Key components of the study include exploring the future of commercial passenger service, analysis of airfield operational constraints, general aviation terminal space, impacts associated with increased floodplain elevations, and the redevelopment of existing facilities. The study is also analyzing a number of environmental issues to include sustainability, resiliency, stormwater, and solar feasibility.

Sean Burlingame, Project Support
Sean Burlingame has over 11 years of experience in technical analysis, noise modeling, and planning at more than 30 domestic and international airports nationwide. He has served as the lead technical analyst and noise modeler on Airport Land Use Compatibility Plans (ALCUP) and 14 CFR Part 150 Noise and Land Use Compatibility studies. Sean’s experience includes a wide array of aviation noise mitigation studies that involve aircraft noise modeling, operational noise abatement flight procedures, airspace utilization, aircraft performance characteristics, and off-airport land use compatibility initiatives. Sean is an advanced user of ArcGIS, an expert user of the FAA’s Integrated Noise Model (INM), versions 6.1 – 7.0d, an advanced user of the FAA’s AEDT, and an advanced user of AutoCAD. Sean is well versed in using the AEDT and INM to conduct noise analyses that include supplemental noise metrics; including (but not limited to) Sound Exposure Level (SEL), Maximum A-weighted sound level (Lmax), Time-above an A-weighted sound level threshold (TALA), and Number of Events—above an A-weighted sound level threshold (NALA).
**Chris Jones, Technical Support**

Chris Jones has more than two decades of project management experience, including more than fourteen years of experience in the environmental field as a project manager, technical lead, and author of NEPA environmental documentation for various aviation, transportation, land use, and energy projects. He also has experience in the preparation of Airport Land Use Compatibility Plans. His technical experience includes preparing aviation-related noise, air quality, greenhouse gas (GHG), and land use studies. He has expertise in GIS and experience in the use of various modeling software used for noise and air quality analyses. Chris has worked on noise studies for a range of projects including the Boston Logan Overflight Noise Study/Boston Logan Airport Noise Study and the San Diego Airport Site Selection Program. In addition, Chris has experience coordinating agency consultation and project permitting with both federal, state, and local agencies. Chris served as a project manager on the Northern California and Southern California Metroplex EAs and Deputy Project Manager on the Washington DC, Atlanta, Charlotte, and Cleveland-Detroit Metroplex EAs.

**Steve Goetzinger, Technical Support**

Steve Goetzinger has 13 years of experience in modeling aviation noise and air quality impacts, including 6 years as an extension of FAA Headquarters’ staff supporting FAA’s PBN Policy and Support Group and AJV-114, FAA’s Environmental Policy Team. He has a deep knowledge of aviation practices and environmental concepts through preparation of screenings, and detailed environmental analyses of airspace procedures at over 40 airports across the United States including LGA, BWI, MSP, ATL, JFK, IAD, and BOS. Steve is proficient in the use of multiple environmental models including the AEDT, the INM, the Aviation Environmental Screening Tool (AEST), Emissions and Dispersion Modeling System (EDMS), the DOC’s model of aircraft flight (Nmap), the Rotorcraft Noise Model (RNM), the Emission Factors model (EMFAC), the EPA’s CAL3QHC roadway modeling system, and the Motor Vehicle Emissions Simulator (MOVES).

**Joseph Halisky, Technical Support**

Joe’s education, academic projects, and professional work has focused on aviation forecasting, airline fleet management, airfield geometry, airside/landside development, airspace evaluations, and land use compatibility. Since joining ESA in 2017, Joe has contributed to several ongoing planning and environmental projects through development of technical graphics and analysis of project specific datasets. Joe has provided support and contributed to the interpretation of historic operational data, aircraft fleet mix analysis, and formation of conceptual development alternatives based upon existing and forecasted capacity analysis. His high quality technical analysis on complex and controversial projects both nationally and throughout Florida has quickly made him a key asset on time critical projects with a high level of public interest.
**Brad Allen, Technical Support**

Brad Allen has more than 20 years of professional experience, including a background in geography, aerial photography, and cartography. Brad provides sen or level GIS analysis for a variety of company-wide projects including land use, biological resource, airport planning, groundwater and watershed, geologic resource, and visual. He is an expert at distilling large data sets and communicating information in an easily understandable way. He has managed a GIS data archive of more than 500 terabytes, and has been part of natural resource exploration projects worldwide, including Mongolia and Thailand. Brad is also a past presenter at the ESRI International Users Group Meeting. Brad has worked on projects at numerous airports on both the east and west coasts including San Francisco International, Rio Vista, Sacramento International, and St. Pete -Clearwater international.

**LaCheryl Fitzpatrick, Outreach Support**

As a Civil Engineer by education, LaCheryl has a thorough understanding of construction & project development vernacular. Her career spans over 28 years with hands-on implementation of all aspects of public outreach, project management and oversight on more than a dozen GSI projects.

LaCheryl brings seasoned experience working on marquis local and national projects for GSI clients including Skanska, AECOM, and HKS. Promoted from within, she is a certified Charrette Planner, has been a key member of GSI’s organization for over 15 years, and is an integral member of the firm’s leadership team. She brings extensive continuity, specifically in the areas of community outreach, communications, diverse vendor programs, and project management.

**Natalie Palomino, Outreach Support**

As a member of the Garth Solutions team, Natalie is responsible for understanding stakeholder dynamics and goals and making sure clients’ needs are met, and their voices are heard. She implements effective communications strategies across a variety of areas from trouble shooting resident and stakeholder concerns to social media engagement and writing press releases. In addition, Natalie plans and oversees events such as public workshops, stakeholder meetings, and community gatherings.

Natalie brings lessons learned experience from her previous roles in Public Relations and Communications working for the Virginia Hispanic Chamber of Commerce and Norwegian Chamber of Commerce. Natalie holds a Bachelor of Science in World Politics and Diplomacy from University of Richmond.
Section C
Recent Firm Experience

ESA experience includes more than 40 14 CFR Part 150 studies nationally, including 20 in Florida, and more than 100 Florida airport projects addressing noise related issues. Our senior staff have served as expert witnesses for major airport clients on the preparation and application of aircraft noise exposure maps including recent successful litigation supporting projects at both Seattle-Tacoma International and Orlando Sanford International Airport. While our technical noise expertise is nationally recognized, our unique ability to manage large complex noise projects, where community concern is high, sets us apart from other firms. It is rare to find highly technical noise experts who can not only handle public involvement, but excel at it. These are key attributes of the ESA Team and something our clients value immensely. This is evidenced by our long term role as leaders of airport/community roundtables at SFO and LAX. The ultimate goal of our work is to assist our airport clients help communities and key airport stakeholders discuss, understand, and balance the benefits of a major GA airport relative to the impacts of aircraft noise. The following highlights just some of our recent successful experience with Part 150 studies, noise committee support, and on-call noise related services.

Port Authority of New York and New Jersey • Ongoing
- 14 CFR Part 150 studies for JFK and LaGuardia Airports
- 36 Technical Committee Meetings and numerous public workshop
- Most complex noise combined study ever undertaken in US
- Extensive coordination with the FAA at local regional and headquarters levels
- Runway 13/31 Rehabilitation Construction Period Noise Analysis

Lee County Port Authority • Ongoing
- On-call Noise Services
- 3 - 14 CFR Part 150 studies for Southwest Florida International Airport
- Florida West Coast Airspace Redesign (FLOWCARS) Support
- South-Central Florida Metroplex support
- Overlay Zone Implementation Support (to 55 DNL contour)
- FAA and Noise Sensitive Community Support
- Part 150 Implementation Program Reporting
Miami Dade Aviation Department • Ongoing
- On-call Noise Services
- Noise contour updates for Miami International, Miami Executive, and Miami- Opa Locka Executive Airports
- South-Central Florida Metroplex support
- FAA test procedure evaluation and analysis
- Miami International Operational Procedure Environmental Assessment
- Noise 101 training for Airport Noise Advisory Committee
- South-Central Florida Metroplex support
- TMB Community Noise Abatement Program
- Pilot Inserts
- Noise monitoring and noise barrier analysis

Broward County Aviation Department • Ongoing
- 14 CFR Part 150 study for Fort Lauderdale-Hollywood International Airport
- South-Central Florida Metroplex support
- Runway 10L/28R Rehabilitation closure period noise evaluation

Greater Orlando Aviation Authority • Ongoing
- 2 - 14 CFR Part 150 Studies for Orlando International Airport
- 14 CFR Part 150 Study for Orlando Executive Airport
- Residential Sound Insulation Program
- School Sound Insulation Program
- On-call Noise Services
- Metroplex Support
- NLA Environmental Assessment Noise analysis
- Noise Office Assistance
- Airport Noise Abatement Committee Support

Hillsborough County Airport Authority • Completed 2018
- Independent evaluation of critical community prepared assessment of Tampa International Airport’s Noise Program
- Evaluation of need for 14 CFR Part 150 Noise Exposure Map Update
Los Angeles World Airports • Ongoing
- On-call Noise Services
- 14 CFR Part 150 NEM Update
- Aircraft Noise 101 for LAWA Staff
- LAX Community/Noise Roundtable Facilitator
- FAA Southern California Metroplex briefing to LAWA staff and federal, state, and local elected officials

Martin County Airport • Ongoing
- On-call Planning and Noise Services
- 14 CFR Part 150 Noise Exposure Map Update (to 60 DNL contour)
- Airport Noise Advisory Committee Support

FAA Policy Engineering Analysis and Research Support (PEARS 2) • Ongoing
- On-call Noise support
- Noise research supporting national policy
- New procedure evaluation
- Aviation Environmental Design Tool (AEDT) and modeling support

Seattle Tacoma International Airport • Ongoing
- On-call Noise Services
- Airspace Procedure evaluation
- Noise 101 training for elected official and communities
- Litigation support
Section D

References

The following three client references have been offered as those with direct knowledge of the Project Manager’s and ESA Team’s ability to conduct airport master plan studies and similar projects for the City of Naples Airport Authority.

Southwest Florida International Airport, Part 150 Noise Study, Fort Myers, FL

Emily Underhill, Assistant Division Director - Development
Lee County Port Authority
Southwest Florida International Airport
11000 Terminal Access Road
Fort Myers, FL 33913
Phone: 239.590.4601
Email: emunderhill@flylcpa.com

Services/Deliverables Provided:

- On-call Noise Services
- 3 - 14 CFR Part 150 studies for Southwest Florida International Airport
- Florida West Coast Airspace Redesign (FLOWCARS) Support
- South-Central Florida Metroplex support
- Overlay Zone Implementation Support (to 55 DNL contour)
- FAA and Noise Sensitive Community Support
- Part 150 Implementation Program Reporting
Fort Lauderdale-Hollywood International Airport CFR Part 150 Study Update

Will Castillo, Airport Planning Manager
Broward County Aviation Department
4101 Ravenswood Road
Fort Lauderdale, FL 33312
Phone: 954.359.6100
Email: wcastillo@browarc.org

Services/Deliverables Provided:
- 14 CFR Part 150 study for Fort Lauderdale-Hollywood International Airport
- South-Central Florida Metroplex support
- Runway 10L/28R Rehabilitation closure period noise evaluation

Miami International Airport General Noise and Environmental Consultant

Norman Hegedus, Environmental and Noise Manager
Miami-Dade County
5600 NW 36th Street, Suite 533
Miami, FL 33122
Phone: 305.876.0464
Email: nhegedus@miami-airport.com

Services/Deliverables Provided:
- On-call Noise Services Noise contour updates for Miami International, Miami Executive, and Miami- Opa Locka Executive Airports
- South-Central Florida Metroplex support
- FAA test procedure evaluation and analysis
- Miami International Operational Procedure Environmental Assessment
- Noise 101 training for Airport Noise Advisory Committee
- South-Central Florida Metroplex support
- TMB Community Noise Abatement Program
- Pilot Inserts
- Noise monitoring and noise barrier analysis
Ability to Perform Work

Individual Time Commitment and Ability to Meet Deadlines

ESA has a proven track record performing and meeting tight schedules. This was a critical consideration in the selection of specific individuals for key roles on this project, and we will not pursue a project that we cannot confidently commit to exceeding client expectations. We fully understand that this is an extremely important study for the Naples Airport Authority (NAA) and will aggressively work to meet all deadlines established for the study. Our Team is prepared to begin work on the noise consulting services immediately.

ESA has made numerous visits to the airport and to meet with airport management so as to familiarize ourselves with the current issues, goals, and objectives for the study. In the course of our preparation for this submittal, we have also reviewed previous studies and data related to the significant changes that have occurred at the airport since the last noise study.

Project Management Approach and Cost Control

As a result of the large volume of noise consulting services that ESA provides, we have established a number of measures that streamline our documentation and assure efficient and timely project completion. Some of the innovative measures that are integrated into the ESA Team’s approach include:

- **Staffing Decisions**: We developed a project-specific team for these noise consulting services that maximizes key individuals with the most relevant site-specific and historical knowledge.
- **Teaming Partner Selection**: We selected Garth Solutions, Inc. because of their unique experience and ability to improve the project results.
- **Process Efficiency**: We run concurrent tasks with clear direction to avoid duplication of effort.
- **Performance Management**: We assure active, engaged project management to avoid costly mistakes and allow for rapid response to issues as they arise.

Integrating these measures into our noise study approach allows us to provide unmatched client service demonstrated by the fact that more than 85 percent of our business comes from repeat clients. ESA consistently produces the highest quality deliverables on time and on budget. Our relationships with the FAA, FDOT, and other regulatory agencies combined with the unmatched experience and knowledge of our staff allows us to deliver quality and results on even the most aggressive schedules.

ESA’s Commitment to Quality consists of two main components: Quality Assurance (QA) and Quality Control (QC) which work in tandem to ensure that all work products and deliverables are of the highest overall quality. All outgoing documents and reports meet ESA’s stringent QA/QC procedure and corporate requirements and all of our consultants are held to the same standard. Our QA/QC process ensures the review of all project deliverables for clarity, accuracy, consistency, and complete scope compliance to ensure that all project deliverables are technically sound and consistent with project goals and objectives.

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<thead>
<tr>
<th>Staff Time Commitment to Project</th>
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<tbody>
<tr>
<td>Michael Arnold</td>
<td>ESA</td>
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<tr>
<td>Steve Alverson</td>
<td>ESA</td>
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<td>Autumn Ward</td>
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<td>Julie Sullivan</td>
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<td>Chris Sequeira</td>
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<td>Yvonne Garth</td>
<td>GSI</td>
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<td>Doug DiCarlo</td>
<td>ESA</td>
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<td>Sean Burlingame</td>
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<td>Chris Jones</td>
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<td>Joseph Halisky</td>
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<td>Brad Allen</td>
<td>ESA</td>
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<td>LaCheryl Fitzpatrick</td>
<td>GSI</td>
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<td>Natalie Palomino</td>
<td>GSI</td>
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Section F

Part 150 Project Approach

Part 150 Project Approach
Our 14 CFR Part 150 strategic approach will be developed in concert with NAA management to achieve its study goals, ensure the credibility of the study process in the community, and address the concerns of the community in a well-documented and reasonable manner. The 14 CFR Part 150 study presents an opportunity to bring fresh perspectives, new solutions, and improved credibility to NAA relationships with the community, stakeholders, and elected officials.

The development of Noise Exposure Maps (NEMs) and the associated NEM Report is the first phase of the two-phase 14 CFR Part 150 process. NEM phase establishes the existing and future baseline noise conditions based on current conditions. If warranted, potential noise and land use mitigation and abatement measures will then be evaluated in the second phase (NCP), relative to these conditions, to determine a series of actions that can both decrease the number of individuals, and noise sensitive land uses impacted by noise, as well as implement procedures to preclude the establishment of future noise sensitive uses within the noise contours at Naples Airport. Public and stakeholder outreach will run concurrent with both phases of the project to ensure that those with vested interests have adequate opportunity for meaningful input throughout the study process.

Noise Modeling & Noise Exposure Maps (NEM)

ESA will prepare NEMs for both existing and the future (minimum of five years out) conditions using the latest version of the FAA's Aviation Environmental Design Tool (AEDT). ESA staff were intimately involved with the evolution of the AEDT through roles on the Design Review Group (DRG) and Chris Sequeira's management of the FAA's AEDT programming and development team.

The NEM development phase will include evaluating prior noise studies, current operational data, fleet mix, runway utilization, flight tracks, and flight profiles, as appropriate, to aid in development of the model input files for this study. Airport Noise and Operations Monitoring System (ANOMS) data (if available) or FAA National Offload Program (NOP) data will be processed and flight profiles will be evaluated relative to the standard model flight profiles, and profile adjustments will be made as appropriate within AEDT. For aircraft not currently included in the AEDT model, recommended equivalent aircraft will be identified. These aircraft will be documented in a technical memo along with supporting documentation, and coordinated for approval with the appropriate FAA offices. This process will take place early in the data analysis process to ensure that the FAA approvals do not impact the project schedule.

Because the City of Naples has adopted the 60 DNL contour for land use controls, NEMs prepared under this task will depict 60, 65, 70, and 75 DNL contours for both existing and future year conditions to satisfy the requirements of 14 CFR Part 150. Each NEM prepared shall display all information required by 14 CFR Part 150 Section A150.101(e). This includes a map of the airport and its environs at an adequately detailed scale (not less than 1 inch to 2,000 feet). Additionally, a map depicting flight tracks out to at least 30,000 feet from the end of each runway will be created. Similar maps depicting flight tracks by runway and mode of operation showing both track dispersion and backbone tracks modeled for existing and future years will be developed. The future year NEM shall take into account any major capital projects, and changes in any flight procedures at the airport that may affect the NEMs in the future project year. The assumptions used to develop the noise contours will be presented in the text, and the resulting contours will be certified by the study team.

Impacts will be determined relative to the land use compatibility guidelines contained in 14 CFR Part 150, Table 1. Impacts to population, housing, and noise sensitive uses will be calculated identifying the numbers of dwellings, people and sensitive sites situated within each 5 dB-contour range for 60 dB DNL and above associated with the baseline noise contours. The NEM Report will be prepared for review and public circulation.
PHASE I: NOISE EXPOSURE MAPS

detailing the data and methodology used in preparing the existing and future year NEMs. Changes will be incorporated for submittal of the final draft NEMs to FAA for review, acceptance and publication in the Federal Register. It should be noted that the FAA will not approve any noise abatement/mitigation measures that do not reduce non-compatible land uses within the DNL 60 contour. Depending on the findings of the NEM phase of the study, NAA will need to consult with the FAA on the merits of proceeding with the development of an NCP. Our recent Part 150 at Southwest International Airport demonstrates that ESA has also been successful in using the Part 150 NCP process to work with stakeholders in exploring and implement measures that provide community benefit, but cannot be formally approved within the regulatory limitations of Part 150.

To ensure that the NEMs will receive timely review and a positive FAA finding, a series of meetings and calls will take place throughout the NEM development phase with the FAA reviewer in the Orlando Airports District Office and FAA ATO staff.
At least two public workshops are recommended during the NEM development to ensure the public has adequate opportunity for input. We are also recommending that additional meetings and briefings be conducted with key stakeholders and elected officials to ensure that everyone understands how the NEMs were developed and what they will be used for as the study progresses. GSI will help guide the strategic implementation of an outreach process that is flexible and responsive to evolving community concerns.

Noise Compatibility Program (NCP)

The development of the NCP is the second phase of the two-phase 14 CFR Part 150 process. This phase involves the evaluation of measures and development of a comprehensive noise abatement plan to address compatibility concerns between the airport and its neighbors. During this phase, ESA will develop a comprehensive list of noise abatement and mitigation measures for initial consideration. Potential new measures to be evaluated will fall in four primary categories:

- Airport, Airspace, and Operations Alternatives (modify how, when or where aircraft fly)
- Corrective Strategies to Resolve Existing Land Use Incompatibilities (sound insulation, land purchase, etc.)
- Preventive Strategies to Discourage Future Land Use Incompatibilities (overlay zoning, future land use controls)
- Administrative Measures (noise program management, reporting, etc.)

In addition to new measures, the study team will need to determine the disposition of the measures approved during the previous 14 CFR Part 150 study and identify whether the measures should remain as part of the baseline conditions, be removed because they are no longer in use or feasible, or be revised because they may provide benefit in relation to noise mitigation, but not necessarily as they were set forth in the previous noise analysis due to changed circumstances or other factors.

In developing the list of potential preventative, corrective, operational, and administrative measures, the study team will draw on its extensive experience in recommending hundreds of measures on previous 14 CFR Part 150 studies and will solicit input from the Technical Advisory Committee (TAC) as well as members of the public. Given the numerous stakeholders who will be involved in the development of the suggested measures, it will be important to conduct initial “screening” analyses to identify candidate measures that are both operationally feasible and have a potential for substantial noise reduction.

Operational measures that are recommended for further consideration will undergo detailed noise modeling. Noise exposure impacts (population and housing counts, noise sensitive facilities, historic properties, land use, etc.) of each recommended noise abatement alternative will be determined and compared to the future baseline condition. Benefits resulting from each measure will be compared against implementation requirements to determine whether a measure should be recommended in the NCP. For example, consideration of the impacts to aircraft operators must also be considered such as increased fuel burn and affiliated operational costs, or the impact that acquisition of impacted dwellings could have on sense of community need to be considered in the decision process.

The analysis conducted during this phase of the study will be summarized in a NCP in accordance with the requirements of 14 CFR Part 150 - Section 150.23. The draft NCP will be circulated to the public and a formal public hearing will be held. Upon addressing public comments, the NCP will be submitted to the FAA for a sufficiency review. Once FAA comments are addressed, the plan will be submitted to the FAA for a formal determination. The FAA will then conduct a review of each measure (within a 180-day review period identified in federal statute) and issue a Record of Approval (ROA) detailing whether a measure is approved, rejected/disapproved or recommended for further study. The study team has extensive experience in preparing NCP actions that will meet FAA approval. Moreover, we have been successful in getting measures implemented even when they cannot be approved for the purposes of Part
150 (in cases where a benefit can be demonstrated, but no noise sensitive uses exist within the 65 or in this case, 60 DNL contour). Our recent development and implementation of four new and revised procedures at Southwest Florida International Airport are an example of this success as well as being critical importance to the overall success of the overall Part 150 planning effort.

**Public & Stakeholder Outreach Program**

14 CFR Part 150 requires that interested parties be afforded the opportunity to provide input throughout the process. The airport determines what level of public involvement is adequate for their particular situation with the only mandated requirement being a public hearing prior to submission of the NCP to the FAA. While our primary goal during the community outreach process will be to set and manage appropriate expectations for the 14
CFR Part 150 study outcome, our outreach approach will be flexible and responsive to community, stakeholder and elected official concerns and issues as they evolve. ESA bring years of successful experience working with elected officials, issue-focused interest groups, neighborhood associations, and considerable expertise interacting with the general public and will carry out that our role with the highest level of professionalism, integrity, and compassion. Our approach to public outreach incorporates a dual strategy that involves targeted communications, briefings, working sessions and, where necessary, one-on-one meetings with key agencies, community leaders, and local community/neighborhood groups coupled with flexibly designed public meetings and workshops to provide a greater understanding of the key contributors to aircraft noise exposure, and what can and cannot be done to further mitigate that noise exposure in the coming years.

A TAC is recommended as an effective approach to both engaging technical experts as well as the community. The TAC will consist of representatives identified by NAA and the study team, and include the following stakeholders: the FAA, community representatives, airlines, airport tenants, planning officials, Airport Noise Committee appointees by elected officials and others. Meeting formats will vary based on goals and objectives for each meeting and will serve to provide a forum in which topic area experts can discuss and review draft work and provide informed feedback.

The study team's approach to public and stakeholder outreach will focus on clear, consistent and transparent communication to ensure a high level of public trust in the process. Our Florida based study team adds further credibility in understanding the concerns of Florida's communities and ensuring easy access to significant resources as conditions may dictate throughout the project.
Section G

Understanding of Project and DBE Commitment

Project Understanding

ESA has unique knowledge of APF and its surrounding communities and the challenges that will be faced throughout this project. As the prime consultant for the first Master Plan conducted for APF in 20 years, ESA has unmatched knowledge of virtually every aspect of the airport including the existing airport and airfield facilities and the physical and operational constraints. Our work in developing the FAA approved operational and fleet forecast and our analysis of airport capacity and airfield operational flows helps us understand the broader implications of operational changes that might be explored through the implementation of a new Part 150. Through our tenant and air traffic control interviews, leadership of public workshops, and presentations to the NAA Board and Noise Compatibility Committee, we have gained considerable insights into the future needs, operational limitations and specific concerns of the community.

The NAA has a reputation as one of the most progressive airport operators in the country when seeking solutions to improve the compatibility of the airport with its surrounding communities. As the region continues to evolve and demand for high performance business jet aircraft continues to increase, there is increasing potential for community concerns related to airport operations. The noise consulting services outlined in this RFQ are a comprehensive means of providing the tools and support needed to not only address current community concerns, but set the stage for a positive long term relationship with the surrounding communities. ESA’s similar work at Miami Executive Airport, the busiest general aviation airport in Florida, is a great example of where we were able to effectively address community concerns and improve the relationship between the airport and community.

NAA’s noise program dates back to 1978 with the adoption of a series of measures to reduce impacts on the community. Subsequently, the NAA has conducted two comprehensive 14 CFR Part 150 studies and initiated, but later suspended a third after update of the NEMs. The second Part 150, conducted in the mid-late 1990’s, established the Stage I (business jet aircraft ban) and set the foundation for the 14 CFR Part 161 study that resulted in the ban of Stage II (business jet aircraft). While the 161 process included an extended litigation period with the FAA, the airport became the only in the country to ever successfully complete the 161 process. In 2008, the NAA initiated a third part 150 study, but ended it in 2010 when it was determined that there were no measures that would reduce non compatible with the limitations of the current regulatory environment. An informal noise exposure map was prepared in 2014, but it was not formally reviewed or submitted to the FAA for acceptance. Since this time the NAA has focused on the performance of the program relative to the existing measures and exploring potential concepts that might provide additional community relief.

NAA is undertaking a 14 CFR Part 150 Noise and Land Use Compatibility Update to evaluate opportunities to improve the compatibility of APF with the surrounding communities in consideration of the current operational environment. This study will represent the third comprehensive Part 150 conducted at APF and the first comprehensive study in 20 years. In its simplest form, 14 CFR Part 150 is a process that includes the development of Noise Exposure Maps (NEMs), preparation of a Noise Compatibility Program (NCP), and extensive public involvement. NAA’s goals include receiving FAA acceptance of the NEMs and approval of the NCP noise mitigation and abatement measures that address community concerns, while preserving safety and the operational capabilities of the airport, and to conduct a public outreach process that not only meets 14 CFR
Part 150 requirements, but achieves the NAA’s objective of conducting an open and transparent study process. Because the City of Naples has adopted the DNL 60 dB contour for land use controls relative to aircraft noise, the FAA will formally approve measures that can be demonstrated to reduce the number of incompatible uses within that contour and those measures can be eligible for federal funding. While measures that provide benefit outside the DNL 60 dB cannot be formally approved, the Part 150 process itself provides a structured approach that can be used to work with stakeholders to explore measures that can be highly effective in reducing impacts on the surrounding communities. Our work during the most recent Part 150 for Southwest Florida is a great example of the excellent track record of successfully leveraging the Part 150 process to implement measures that could not be approved under the regulatory limits of 14 CFR Part 150.

Community concerns related to seasonal peaking. APF, like many south Florida airports, experiences large increases in activity during the winter months and extreme increases in activity during certain holidays and weekends. These time periods correlate to the milder weather conditions when people turn off their air conditioners and open their windows. It also correlates to periods when the Naples seasonal residential population increases significantly. The DNL metric does not effectively capture what the community experiences nor is it an effective tool in helping the FAA or key stakeholders understand the magnitude of the change that is experienced during these periods. ESA has been successful in using info graphics and alternative metrics as a means of communicating issues in an impactful way to secure support of stakeholders in addressing issues that might not fall within the realm of Part 150.

Timing of community outreach. To maximize transparency and public involvement, public workshops and meetings should be scheduled to afford the greatest opportunity for community input. Because of the large increase in residential population during the winter months, a public outreach approach similar to the one used in the master plan is recommended. This approach does have the potential to impact the overall project timeline and any delays during the course of the project can have a significant iterative effect. A realistic schedule that identifies targeted meeting periods throughout the course of the will be important to establish at the beginning of the project to minimize potential impacts to the project timeline.

Concerns related to flight training. While many of the community noise concerns relate primarily to the operation of the high performance business jet aircraft, it is noted that training activity is increasing at the airport. This type of activity typically involves fairly frequent operations by relatively quiet single engine piston powered aircraft. However, the flight pattern associated with these overflights typically places aircraft over areas not typically flown by the jet aircraft. While the training aircraft are relatively quiet, the frequency of overflights often creates both noise and safety concerns. ESA has conducted a number of Part 150’s in Florida for
airports that experience extensive flight training activity as well as those that serve a mix of flight training and business jet activity and we’ll be prepared to proactively address these issues.

Community concerns related to non-residential land or noise sensitive uses. Compatibility determinations are based on use of the DNL metric and application of land use guidance related to residential and other noise sensitive uses. It does not consider overflights of population frequenting non-sensitive uses (commercial, retail, etc.) in impact evaluation. The public has raised concerns about impacts on the population using the restaurants and shopping areas on 5th Avenue and the downtown shopping district. ESA will work with NAA to better understand this issue and the trade-offs and implications related to these concerns.

Need to secure RSW Terminal Approach Control (TRACON) as an active stakeholder. Any procedure changes that affect aircraft transitioning to or from the north (such as a higher altitude clearance for Runway 23 departures) will need to be coordinated with the FAA’s RSW Air Traffic Control Tower/ TRACON. RSW experiences peaking characteristics similar to those at APF which limits operational flexibility during the primary periods of concern. The Part 150 will need to develop materials that help communicate the issues and concerns to the TRACON to ultimately secure them as a vested stakeholder. ESA’s extensive success and ongoing work with the RSW TRACON through the RSW Part 150 study will be instrumental to the success in securing new or revised procedures.

Other community concerns raised related to air emissions, soot, oily substances, fuel, safety, health impacts. It will be important to clearly and consistently communicate what the 14 CFR Part 150 Study will and will not address in order to keep the study on point and schedule. ESA will use the Aviation Environmental Design Tool (AEDT) for this noise modeling effort and can evaluate the emissions implications of various procedures in the event that the NAA determines this is of interest. This approach would be vetted with NAA during the scoping process.

The 14 CFR Part 150 process is a significant undertaking that will impact the APF’s in-house resources. The ESA project team is structured to allow us to seamlessly integrate with the NAA staff and work collaboratively throughout the process. Additionally, the proximate location of the APF 14 CFR Part 150 Project Manager and Deputy Project Manager greatly enhances availability and responsiveness to project demands and NAA needs.

The ESA team has experience in successfully conducting 14 CFR Part 150 studies with similar challenges at airports across the United States and throughout Florida including 20 Part 150 studies in Florida alone. Furthermore, ESA has conducted more than 100 airport noise-related studies in Florida and understands the special challenges associated with addressing noise concerns in Florida’s outdoor-focused environment.

DBE Commitment

ESA takes the participation of Minority and Disadvantaged Business Enterprise (MBE and DBE) seriously and it is why we have such well established relationships with our DBE team member. Garth Solutions, Inc. (GSI) (DBE/WBE) is a frequent teaming partner with ESA and currently working with us on a similar project for the Fort Lauderdale International Airport. GSI will contribute significantly to the Part 150 process, bringing both full service community outreach and public relations expertise to the project. ESA is committed to meeting or exceeding the City of Naples Airport Authority’s 8.95% percent total DBE goal for this assignment through the use of GSI. The letter of commitment from GSI is located in the Appendix.
Demonstration of Good Faith Efforts

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeree has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

___ X ___ The bidder/offeree is committed to a minimum of 8.95% DBE utilization on this contract.

___ The bidder/offeree (if unable to meet the DBE goal of ___%) is committed to a minimum of ___% DBE utilization on this contract a submits documentation demonstrating good faith efforts.

Name of bidder/offeree's firm: Environmental Science Associates

State Registration No. F00000001598

By ____________________________ Senior Vice President
(Signature) Title

FORM 2: LETTER OF INTENT

Name of bidder/offeree's firm: Environmental Science Associates

Address: 4200 W Cypress Street, Suite 450

County: Hillsborough State: FL Zip: 33607

Name of DBE firm: Garth Solutions, Inc.

Address: 7951 Riviera Blvd #411

County: Broward State: FL Zip: 33023

Telephone: (954) 727-3001

Description of work to be performed by DBE firm:

Public outreach and community involvement.

The bidder/offeree is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is $ 89,500.
Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By ______________________________  12/13/18
(Signature)  (Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)
STATEMENT OF DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, responses or that are equal with respect to price, quality, and service are received by the State of Florida or by any of its political subdivisions for the procurement of commodities or contractual services, a bid, proposal or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in section 1.

4. In the statement specified in section 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of the Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee’s community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this program.

Select one or the other (not both) of the following certification statements. These statements are mutually exclusive.

☐ This firm DOES NOT comply with the above requirements for a drug-free workplace.

☒ As the person authorized to sign the statement, I certify that this Firm DOES fully comply with the above requirements.

Environmental Science Associates

Firm Name

Michael Arnold

Name of Authorized Individual

[Signature]

Authorized Signature

Date

12/17/18
SCUTINIZED COMPANY CERTIFICATION

This certification is required pursuant to Florida Statute Section 287.135.

As of July 1, 2018, a company that, at the time of bidding or submitting a bid/response for a new contract/agreement, is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List or that is engaged in a boycott of Israel, created pursuant to Florida Statute Section 215.4725, or has been engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods or services of $1 million or more.

Environmental Science Associates  
94-1698350  

Firm Name  
FID or EIN No.

4200 West Cypress Street, Suite 450  

Address  
Tampa, FL 33607  

City, State  Zip

I, ____________________________, as a representative of Environmental Science Associates, certify and affirm that this company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, and has not been engaged in business operations in Cuba or Syria.

________________________________________
Authorized Signature

On this the _______ day of ____________, 2018, before me, the undersigned Notary Public of the State of Florida ______________________, personally appeared the abovenamed and swore that the statements contained in the foregoing document are true and correct.

________________________________________
Notary Public

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NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Hillsborough

I state that I, Michael Arnold, Senior Vice President, of Environmental Science Associates
(Name and Title) (Name of Firm)

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Respondent, potential Respondent, Proposal, or potential Proposal.

2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Respondent, potential Respondent, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.

3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher that the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.

4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.

5. Neither my firm nor its affiliates, subsidiaries, officers, directors, partners, owners, representatives, employees or parties in interest are currently under investigation by any governmental agency and have not in the last three years been found liable for any act prohibited by state or federal law in any jurisdiction involving conspiracy or collusion with respect to the proposal or bid on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the City of Naples Airport Authority, for which this Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment of the true facts relating to the submission of this Proposal.

Authorized Signature

On this the 19th day of December, 2018, before me, the undersigned Notary Public of the State of Florida, personally appeared the above-named and swore that the statements contained in the foregoing document are true and correct.

SUSAN D. SHAW
Notary Public

My Commission # 6005477747 Expires Sept. 29, 2020

November 19, 2018 - Request for Qualifications: Noise Consulting Services
# Certificate of Liability Insurance

**This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.**

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

### Producer
- **License #:** 0667768
- **Name:** Ali Smith
- **Address:** All-Smith@ioausa.com
- **Phone:** (619) 788-5795, 50206
- **Fax:** (619) 574-6288

### Insured
- **Name:** Environmental Science Associates
- **Address:** 5309 Shilshole Ave. NW #200
- **City:** Seattle
- **State:** WA
- **Zip:** 98107

### COVERAGES
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### Description of Operations / Locations / Vehicles
ACORD 101, Additional Remarks Schedule, may be attached if more space is required.

### Certificate Holder
**Sample Certificate**
- **Address:** c/o Environmental Science Associates
- **City:** San Francisco
- **State:** CA
- **Zip:** 94108

### Certificate Cancellation
**Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.**

**Authorized Representative:**
- **Signature:** T. Kelly Howell

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Noise Consultant Interview
Presentation to Naples Airport Consultant Selection Committee

January 31, 2019
Agenda

- The HMMH Team
- Our Approach to Part 150
- Future goals for the Noise Mitigation Program at Naples
Our Interview Team

Mary Ellen Eagan
Project Manager and Principal-in-Charge

Katherine M.S. Larson
Assistant Project Manager

Yvonne McClellan
Community Outreach
Our Mission

HMMH solves complex problems affecting our environment.

We develop and apply innovative technical tools, communicate effectively, and exceed client expectations.
Aviation Services

- Noise
- Air Quality
- Outreach/Stakeholder Communications
- Airport and Airspace Design
- Sustainability/Renewable Energy
- Software Tools
- Training
Airport Noise

- Noise Compatibility Planning Studies – 14 CFR Part 150
- Noise & Access Restriction Studies – 14 CFR Part 161
- Environmental Projects – NEPA (CatEx, EA, EIS)
- Noise and Operations Monitoring Systems
- Noise Mitigation
- Noise Abatement Procedures
Airports & Airspace

- NextGen Aircraft Procedures
- Radar Data Analysis
  - Noise Model Data Pre-Processing (AEDT)
  - HMMH's RealContours™ for AEDT
  - Decision Support
    - Geospatial Analysis
    - Alternatives Development
- Outreach
- Complaint Tracking/Investigation
HMMH Excels in the Use of AEDT

- We produce highly accurate and defensible noise exposure contours that meet or exceed federal regulations and guidelines
- We have used AEDT to produce results for over 15 projects
- HMMH provides the only commercial AEDT Training Course
- We have developed an AEDT pre-processor — "RealContours for AEDT"

Runway 5 AEDT Model tracks and Radar Density Plot at Naples Municipal Airport
Aircraft Noise Research and Policy Development and Industry Leadership
Our Team

- **HMMH**
  - Overall Project Management
  - Documentation
  - Noise

- **QUEST**
  - Community Outreach

- **AVCON**
  - Airport Planning and Engineering
AVCON

- Provides full array of design and construction support services
- AVCON has worked with Naples Airport Authority since 2002
- AVCON’s role on the Part 150 will be to provide any required analyses of proposed mitigation that have an airfield component
Quest Corporation of America

- Engaged, responsive partner in Naples Community
- DBE/WMBE-certified Public Communications Firm
- Serving the aviation & transportation industry since 1995
- Experienced in noise compatibility & abatement studies
- Customer-service driven = responsive & available
- Internal Quality Assurance/Quality Control Protocol
- In-house Creative Services Team
Our Approach to FAR Part 150
**Major Project Milestones**

**Phase I**
- Develop Study Protocol
- Develop noise contours for existing and 5-year forecast
- Collect/update land use data
- Evaluate noise impact in areas above DNL 60dB
- Prepare revised NEM documentation

**Phase II**
- Review existing NCP measures
- Evaluate land use measures for possible modification
- Evaluate noise abatement measures for possible modification
- Prepare revised NCP documentation
Development of Noise Compatibility Program

Objectives of proposed measures:
- Reduce exposure over incompatible uses
- Limit growth in exposure over incompatible uses
- Mitigate exposure where it cannot be reduced to compatible levels
- Prevent introduction of new incompatible uses

Land Use strategies
- Land acquisition
- Sound insulation
- Avigation easements
- Prevention
- Land use controls
- Real estate disclosures

Noise Abatement strategies
- Flight tracks
- Preferential runway use
- Arrival/departure procedures
- Airport layout modifications
- Use restrictions

Programmatic measures
- Implementation
- Promotion
- Monitoring
- Reporting
- NEM updating
- NCP revision

Analysis and Selection Process
1) Evaluate effectiveness in addressing objectives
2) Evaluate feasibility (economic, operational, safety, etc.)
3) Select most effective "package" of measures
4) Identify implementation responsibilities, schedule, etc.
5) If not recommended, document reason(s)
Strategy for Public Engagement

Innovative approach to Traditional Public Involvement

- Technical Advisory Committee (TAC)
- Citizen Input Committee
  - Working with key influencers in impacted neighborhoods/HOAs, warehouse district
- Project webpage
- E-newsletters
- Project email address

Grassroots approach to public engagement

- Collaborative Working Group-style Workshops
  - Smart boards
  - Crowdsourced comments via mapping tool
- "Retail" engagement
# A Possible Project Schedule

<table>
<thead>
<tr>
<th>PHASE I</th>
<th>MONTHS FROM PROJECT START</th>
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<tbody>
<tr>
<td>1. Develop Study Protocol</td>
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<td>2. Develop noise contours for existing and 5-year forecast</td>
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<td>3. Collect/update land use data</td>
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<td>4. Evaluate noise impacts in areas above DNL 60 dB</td>
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<td>5. Prepare Revised NEM documents</td>
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<td>6. Review Existing NCP Measures</td>
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<tr>
<td>7. Evaluate Land Use Measures</td>
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<td>8. Evaluate Noise Abatement Measures</td>
<td>8</td>
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<tr>
<td>9. Prepare Revised NCP documents</td>
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* Community Engagement/Advisory Committee Meeting
Future Goals for the Noise Mitigation Program at Naples
Strategic Goal: “Be an engaged, responsive partner in service to our community”

- Mitigate adverse impacts of aircraft noise
- Improve voluntary curfew compliance
- Increase awareness of noise abatement efforts
Thank you!

Mary Ellen Eagan
meagan@hmmh.com
781.229.0707
City of Naples Airport Authority
Noise Consulting Services
Project Interview – January 31, 2019
Environmental Science Associates (ESA)

- 50-year old, established environmental, noise, and planning consultancy
- 150+ airports nationally
- 45+ airports in Florida
- 100+ noise-related studies in Florida alone
- 100% employee-owned firm

Clients regularly turn to ESA when public confidence in the process is critical to project success and we consistently deliver.
Unmatched Leadership and Depth

Steve Alverson
Project Principal
38 years

Michael Arnold
Project Manager
29 years

Autumn Ward
Deputy PM
14 years

Yvonne Garth
Outreach Lead
22 years

Chris Sequeira
Technical Lead
9 years

Julie Sullivan
Strategic Advisor
20 years
NAA Goal #2 – “Be an engaged, responsive partner in service to our community”

- **Objectives**
  - Mitigate adverse impacts of aircraft noise on all communities surrounding the airport to the extent feasible
  - Improve voluntary curfew compliance by appealing to the passenger and pilot
  - Increase awareness about the value of the airport and noise abatement efforts through community and stakeholder outreach, education, collaboration and service
  - Honor, preserve, and celebrate aviation’s historical contributions to the community

- **Measures**
  - Trends in noise comments
  - Curfew compliance
  - Number of community events, tours, and presentations
  - Museum, Collings Foundation, Tri-Motor event attendance

*ESA’s Mission: “As a leading environmental science and planning firm, ESA minimizes impacts to the natural and built communities through innovation, sound science, and technical excellence.”*
Project Understanding

- NAA has strong history of industry noise leadership but a desire to take things to the next level
- Jet activity has increased and will continue to grow
- Training activity is on rebound
- Seasonal variations are masked by DNL
- APF noise exposure has generally decreased over time, but community concerns about aircraft noise continue

*We are experts in addressing Florida Airport noise issues – We live here and we know APF.*
14 CFR Part 150 Opportunities and Challenges

Opportunities
- Brings stakeholders to the table
- Education
- Provides decision making structure
- Can strengthen community relationships

Challenges
- Seasonal variations in noise exposure are often not reflected in the DNL contours
- Regulatory process limits what can be approved

So how do we balance the two? – Expectation management!!
14 CFR Part 150 Approach

**Phase I: Noise Exposure Maps**
- **Project Kickoff**
- **Define Key Issues**
- **Detailed Study Design**

**Phase II: Noise Compatibility Program**
- **Inventory**
- **Aviation Noise**
- **Noise Exposure: Existing/Future**
- **NEM Submitted to FAA**
- **NEM Acceptance to FAA**

**Noise Abatement Alternatives**
- **Noise Abatement Alternatives**

**Land Use Alternatives**
- **Programmatic Alternatives**

**Noise Compatibility Program**
- **NCP Submitted to FAA**

**FAA Approval**

*ESA excels at adapting the prescribed process to individual circumstances.*
Project Initiation/Approach

- Clearly define and communicate key issues, goals and objectives
- Identify stakeholders early and plan for active engagement
  - Clearly identify responsibilities as a stakeholder
- Develop comprehensive, flexible Public Outreach Plan
- Establish study expectations universally
- Set a professional, but empathetic tone from day one

*ESA’s approach immediately instills confidence in the process.*
Public Outreach Program

Provide a foundation for meaningful community input

- Traditional and non-traditional media outreach
  - Actively manage the message

- Public meeting and workshop format
  - Reflective of NAA values (APF CARES)
  - Collaborative, organized, professional, respectful
  - We are not only listening, but we hear you

The ESA Team offers a unique blend of the highest technical excellence and the most experienced outreach team in the industry.
NCP Approach

- Demonstrate the benefits of Phase II to FAA
- Analyze operational factors and isolate noise contribution to inform NCP strategy
- Engage FAA ATO in productive dialogue
- Identify range of possible alternatives
- Evaluate measures and recommendations to be carried forward both inside and outside the 14 CFR Part 150 process

This is where the rubber meets the road – clear explanations of technical issues are critical to securing community understanding.
Relevant Experience – Southwest Florida International Airport

- Intensely controversial at local, regional, and national level
- Florida West Coast Airspace Redesign (FLOWCAR)
- Active retiree population
- Large seasonal fluctuations in activity and population
- No noise sensitive uses in the DNL 60 contour
- Community concerns 10 miles away

Leveraged process to achieve unmatched results.
Relevant Experience – Southwest Florida International Airport

Operations Fluctuate by Month

Runway Use Fluctuates by Month (Use of Runway 24 Shown)
Relevant Experience – Southwest Florida International Airport

2011
- Publication of RNAV Visual OPD (OP-1)

2012
- FAA accepts NEMs
- Publication of Modified ILS Procedure (OP-6)

2013
- Public Hearing
- Increase Altitude of Early Morning Flights (OP-8)
- FAA Promotes Runway 24 Preferred (OP-9)

2014
- FAA Issues NCP Record of Approval
- Publication of Charted Visual Procedure (OP-5)

2014 NCP Implementation Status Report

2015 - 2018
- Ongoing Implementation and Refinement

2018 NCP Implementation Status Report

RSW TRACON collaboration secured near-term results.
Relevant Experience – Fort Lauderdale International Airport

- Intensely controversial
- Community push for permanent nighttime runway closure
- Seasonal fluctuations in activity and runway use
- Competing community interests
- Concurrent Metroplex process
- Technical and Study Coordination Committees
- All NCP suggestions carried forward through screening process

*Deliberate process to effectively balance competing interests.*
Relevant Experience – Martin County Airport

- History of controversy/ legal action
- County has adopted DNL 60 as threshold for land use planning
- Large seasonal fluctuations in activity and runway use
- Significant business jet activity
- Voluntary nighttime curfew
- Extending residential sound insulation program to DNL 60
- Vector Aircraft Counting System

*Detailed investigation allows targeted strategies.*
On-call Noise Services

Trusted Advisor
- Experienced
- Personally invested
- Highly responsive
- Strategic and tactical
- Collaborative
- Creative
- Flexible
- Solutions focused
- DEPTH OF BENCH AND LOCAL!!!!
Aviation Noise Projects - Last 75 Days

- SUA – ANAC Presentation and Part 150 Noise Exposure Maps
- FLL – Part 150 Noise Exposure Maps, TC Meeting and Public Workshop
- FLL and MIA – Metroplex Support
- FLL – Temporary Runway Closure Noise Analysis
- MCO – Noise Abatement Departure Profile Review
- X23 – EA Noise Contours
- MIA – Noise Contours
- TMB – Noise Contours
- OPF - Noise Contours
- PIE – EA Noise Contours
- RSW – ATCT/TRACON Briefing
- RSW – Airline Chief Pilot Briefing
- FAA – PEARs II Noise support
- JFK and LGA – Draft Part 150 NCPs
- SEATAC – Community Noise 101
- LAWA – Review of the Noise Provisions Contained in the 2018 FAA Reauthorization Act
- LAWA – Update on Low Frequency Aircraft Noise Research
- March ARB – Nighttime Noise and Sleep Disturbance Evaluation
- CLT – New Runway EIS Noise Contours
- OSU – Master Plan Noise Contours
- SFO – Operational Noise Analysis
- NYEDC - Tour Helicopter Compliance Monitoring
- PAE – EA Noise Analysis

We are the experts of choice in the evolving airport noise environment.
Future Goals for Noise Program – Where ESA can take you...

- We think differently, we have unique perspectives, we bring new ideas
- Further enhance APF’s relationship in the community through creative approaches that effectively balance users needs and community interests
- Educate stakeholders on noise and operational issues and challenges by conducting outreach at the beginning of each season
- Create a cooperative and productive working relationship with the RSW TRACON.
- Proactively identify noise abatement opportunities by identifying emerging trends in aviation technology

*ESA has been hired by new airports (FLL, TPA, SUA) for our ability to advance their programs and enhance their community relationships.*
Why Select ESA?

- Experienced and highly responsive project team
  - National reputation for excellence with a long-term local presence
- We know APF
  - But bring fresh ideas to the airport soundscape
- We know Florida airports and communities
  - We’ve been based here for over 25 years
- Proven ability to creatively address challenging noise issues in SW Florida
  - Our Florida success stories are numerous
- NAA’s goals are closely aligned with ESA’s stated mission

Naples is the happiest and healthiest community in the United States and we are committed to helping it stay that way!
CITY OF NAPLES AIRPORT AUTHORITY
SPEAKER REGISTRATION

WELCOME TO TODAY’S MEETING.

IF YOU WISH TO ADDRESS THE BOARD OF COMMISSIONERS REGARDING AN ITEM LISTED ON TODAY’S AGENDA, PLEASE COMPLETE THIS FORM.

WE USE THIS FORM TO CALL YOU TO SPEAK, AND ALSO TO ACCURATELY RECORD YOUR NAME AND AFFILIATION IN THE MEETING MINUTES.

PLEASE HAND THE COMPLETED FORM TO THE EXECUTIVE ASSISTANT PRIOR TO CONSIDERATION OF THAT ITEM.

PRINT CLEARLY

NAME: [Name]

REPRESENTING: □ SELF □ COMPANY
□ CLIENT
□ OTHER [City or Name]

ADDRESS: [Address]

SUBJECT: [Subject]

AGENDA ITEM NUMBER: [Number]

DATE: [Date]

SPEAKERS ARE LIMITED TO FIVE (5) MINUTES.
PLEASE ORGANIZE YOUR COMMENTS ACCORDINGLY.