Welcome. If you wish to address the Board of Commissioners regarding an item listed on the Agenda, please complete a Speaker Registration form (available at the rear of the room) and hand it to the Executive Assistant prior to consideration of that item. We ask that speakers limit comments to 5 minutes and that large groups name a spokesperson whenever possible. All written, audio-visual, and other materials distributed to the Board 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 Board 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 have 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. **MINUTES**
   1. March 21, 2019 Regular Meeting

E. **PRESENTATIONS AND TIME CERTAIN ITEMS**
   1. Employee of the Quarter
   2. Draft Part 150 Noise Study – Mike Arnold, Environmental Science Associates

F. **PUBLIC COMMENTS ON GENERAL TOPICS NOT ON THE CURRENT AGENDA**

G. **ACTION ITEMS** (Public comments accepted for each item; 5 minute limit)
   1. Authorize the Executive Director to execute a Second Lease Modification Agreement with Civil Air Patrol, Inc.
   2. Authorize the Executive Director to execute an Agreement with the lowest compliant bidder, Owen Ames Kimball Company (OAK), for the Construction of a new Aircraft Rescue and Fire Fighting Facility (ARFF), provide for a contingency budget of 5% and the direct purchase of certain items in an amount Not To Exceed $5,014,676.22
   3. Approval for the Executive Director to execute Professional Services Agreements with both Hanson Professional Services and EG Solutions, Inc., for On Call General Engineering Consultant Services
   4. Authorize the Executive Director to Renew Employee Benefits and add Group Short Term Disability Coverage in an amount not to exceed $967,851

H. **NEW BUSINESS**

I. **OLD BUSINESS**
   1. Noise Compatibility Committee Update

J. **LEADERSHIP TEAM REPORT**
   1. Leadership Team Report
K. FINANCIAL REPORTS
   1. Financial Summary

L. COUNSEL'S REPORT
   1. Counsel's Report

M. PUBLIC COMMENTS (5 minute limit)

N. CORRESPONDENCE/COMMISSIONER COMMENTS & REQUESTS/MEETINGS

O. ADJOURN
Minutes
March 21, 2019
Regular Meeting

A. ROLL CALL

Meeting was called to order by Chair Messer at 8:30 a.m. in the Council Chambers at City Hall.

Present were Chair Messer, Vice Chair Lenhard, Commissioner Brousseau and Commissioner Rideoutte. Commissioner Dustin was present telephonically. Since there was a quorum present, Chair Messer requested Board acceptance to allow Commissioner Dustin to participate via speaker phone. There was Board consensus for Commissioner Dustin to do so.

Staff and Authority Counsel present were Mr. Rozansky, Mr. Owens, Ms. Terrill, Mr. Warriner, Ms. Jackson, Mr. Jefferson and Ms. Menard.

B. PLEDGE OF ALLEGIANCE

Chair Messer led the Pledge of Allegiance.

C. AGENDA

There were no changes to the agenda.

D. MINUTES

1. February 21, 2019 Regular Meeting

Commissioner Rideoutte moved approval of the February 21, 2019 Regular Meeting minutes. Commissioner Brousseau seconded. Motion passed unanimously 5-0.

2. March 5, 2019 Consultant Selection Committee Meeting

Vice Chair Lenhard moved approval of the March 5, 2019 Consultant Selection Committee Meeting minutes. Commissioner Rideoutte seconded. Motion passed unanimously 5-0.

E. PRESENTATIONS AND TIME CERTAIN ITEMS

1. Noise Compatibility Committee (NCC) Member Interviews

Ms. Jackson requested Board interviews of the NCC candidates for the three NCC representative members whose terms expire March 31, 2019. She provided a brief summary of the open NCC member positions, the selection process and stated that seven applications were received. She reviewed the candidates eligible to serve the terms for the Northwest Quadrant, City-at-Large and County-at-Large positions. Chair Messer stated that Mr. Buckley, Mr. Walker and Mr. Revall were not present and therefore, the Board was unable to interview them and would need to make decisions based on the application information available.
Chair Messer reviewed the interview procedure. The following candidates were interviewed:

Mr. Chris Auron, 1184 Broad Avenue North, Naples, interviewed for the Northwest Quadrant and City-at-Large position. He provided a brief history of his background and experience. A question and answer period followed.

Mr. Cliff Holland, 3135 Leeward Lane, Naples expressed his appreciation for the opportunity to apply for the Northwest Quadrant or City-at-Large position. As the incumbent City-at-Large NCC member, he provided a brief history of his background and experience on the NCC. A question and answer period followed.

Mr. Harvey Cohen, 4590 Megansier Court, Naples expressed his appreciation to the Board for allowing him to interview for the County-at-Large position. He provided a brief history of his background and experience. A question and answer period followed.

Mr. David MacGregor, Jr., 640 21st Street SW, Naples interviewed for the County-at-Large position. He provided a brief summary of his background and experience at the Naples Airport. A question and answer period followed.

F. PUBLIC COMMENTS

There were no public comments.

G. ACTION ITEMS (Public comments accepted for each item; 5 minute limit)

1. Noise Compatibility Committee Member Selection

Commissioner Dustin requested the attendance record for the three incumbent NCC members applying for reappointment. Ms. Jackson stated that Mr. Walker was appointed for a partial term and in the last 12 months, he missed the Joint Workshop Meeting held in January 2019. Mr. Holland commented that he missed the June meeting; however, he had requested to participate via teleconference, but the NCC Bylaws do not allow telephonic conferencing for meetings.

Ms. Jackson requested Board appointments of the Northwest Quadrant, City-at-Large and County-at-Large open NCC positions. She said that the selected applicants will serve a four-year term through March 31, 2023. Chair Messer reviewed the proper procedure for the nominations and appointments to the NCC. She thanked all seven candidates for taking the time to apply and appreciated their interest in serving the NCC.

a. Northwest Quadrant

Chair Messer nominated Mr. Auron for NCC member of the Northwest Quadrant position. There were no other nominations. Chair Messer requested Ms. Menard to take the roll call for a vote for Mr. Auron. There was a unanimous vote of 5-0 for Mr. Auron to serve as the Northwest Quadrant representative.
b. City-at-Large

Chair Messer nominated Mr. Holland for NCC member of the City-at-Large position. There were no other nominations. Chair Messer requested Ms. Menard to take the roll call for a vote for Mr. Holland. There was a unanimous vote of 5-0 for Mr. Holland to serve as the City-at-Large representative.

c. County-at-Large

Chair Messer nominated Mr. Cohen for NCC member of the County-at-Large position. Commissioner Broussard nominated Mr. MacGregor for NCC member of the County-at-Large position. There were no other nominations. Chair Messer requested Ms. Menard to take the roll call for a vote for Mr. Cohen, since he was nominated first. There was a vote of four for Mr. Cohen (Chair Messer, Vice Chair Lenhard, Commissioner Rideoutte and Commissioner Dustin) with Commissioner Broussard against. Mr. Cohen was selected to serve as the County-at-Large representative.

2. Board Approval of the Consultant Selection Committee Ranking of Firms for On Call General Engineering Consultant Services

Mr. Rozansky requested Board approval of the Consultant Selection Committee ranking of firms for On Call General Engineering Consultant Services. Mr. Rozansky provided a brief summary of the Request for Qualifications process and reported that on March 5th, a Consultant Selection Committee meeting was held to interview and rank the responding firms. Following the interviews, Mr. Rozansky said that there was discussion regarding complementary qualifications of the firms and possibly entering into an agreement with more than one firm with the anticipation of additional projects resulting from the Master Plan. Mr. Rozansky stated that this action was contingent upon Federal Aviation Administration (FAA) approval, which was received prior to this meeting.

Vice Chair Lenhard moved Board approval of the Consultant Selection Committee ranking of firms for On Call General Engineering Consultant Services as follows:

1) Hanson Professional Services; 2) EG Solutions, Inc. and 3) Hole Montes, Inc.

and moved approval for staff to negotiate with the top two ranked firms, Hanson Professional Services and EG Solutions, Inc. Commissioner Rideoutte seconded. Motion passed unanimously 5-0.

3. Authorization for the Executive Director to Execute a Professional Services Agreement with Environmental Science Associates (ESA) for Noise Consulting Services

Ms. Jackson requested Board authorization for the Executive Director to execute a Professional Services Agreement with ESA for noise consulting services. She provided a brief summary of the scope of work and terms of the on call services.

Commissioner Rideoutte moved approval for the Executive Director to execute a Professional Services Agreement with ESA for Noise Consulting Services as presented by Ms. Jackson. Commissioner Dustin seconded. Motion passed unanimously 5-0.
4. Authorize the Executive Director to Execute a Third Amendment to Lease with APF Development III, LLC

Ms. Jackson requested Board authorization for the Executive Director to execute a Third Amendment to Lease with APF Development III, LLC. She provided a brief summary of APF Development III’s Leasehold Agreement dated April 17, 2008, the First Amendment dated August 4, 2011 and the Second Amendment dated March 16, 2017.

Chair Messer moved Board authorization for the Executive Director to execute a Third Amendment to Lease with APF Development III, LLC. Vice Chair Lenhard seconded. Motion passed unanimously 5-0.

H. NEW BUSINESS

There was no new business.

I. OLD BUSINESS

1. Noise Compatibility Committee Update

Chair Messer stated that the NCC last met on January 31st and a recap of that meeting was provided at the February 21st Regular Meeting. She reported on the scope and FAA grant status for the Part 150 Noise Study. She announced that the video of the January 31st NCC meeting and presentations are on our website and that the next Regular Meeting of the NCC is scheduled for 9 a.m. on Thursday, April 25th in the Airport Office Building, 200 Aviation Drive North. She added that this will be the first meeting for newly appointed NCC members and encouraged the public to attend.

J. LEADERSHIP TEAM REPORT

1. Leadership Team Report

In reference to the fourth paragraph on page 1, Commissioner Rideout commented regarding the growing safety concerns of drones and requested an update on what is currently being done to address these issues. Mr. Rozansky responded that the FAA controls the airspace and it is a complex issue. Mr. Rozansky added that the use of drones at special events are a concern and staff has a meeting scheduled with the City’s police department and special event permitting staff as well as with the Sheriff’s office and other County staff on how best to approach the issue. There was discussion regarding the available systems that identify the operator and location of a drone and the privacy issues associated with these systems. Commissioner Dustin asked if there was a height limitation on geofencing and if there were other security benefits of this application to consider. Mr. Rozansky said that he was uncertain if there was a height limitation and will provide updates as information becomes available. He said that staff is extremely proactive on this issue.

In reference to the first paragraph under the heading, Provide Service Excellence Every Day, Vice Chair Lenhard requested clarification of the software that staff was evaluating. Mr. Rozansky stated that an enterprise resource planning platform was previously implemented for our financial system and that the software referenced in the report was for a point of sale (POS) and asset management software system. He explained why we were looking to replace our current POS software, Total FBO.
In response to Commissioner Dustin’s comment regarding the decrease in total aircraft operations for
the month of February as reported in the High Level Summary, Mr. Rozansky stated that operations were
strong in October, November and December and the negative trend began in January. He added that
through March to date, Jet A sales have increased but Avgas has followed the same downward trend.
He added that the broader industry has reported the same downward pattern.

Under Jet A Fuel Programs on page 2, Commissioner Rideoutte inquired about the additional $875,000
in increased revenue that we anticipate and what the estimated percentage of that is due to the price
structure changes. Mr. Rozansky said 100 percent.

K. FINANCIAL REPORTS

1. Financial Summary

Mr. Warriner provided a review of the financials and reported favorably on actuals against budget for
the month of February and for fiscal year to date.

As a follow up to Commissioner Dustin’s request regarding the impact of the fuel changes made, Mr.
Warriner said that the fuel trends and projections of the new program are outlined in the Leadership
Team Report as well as in the Aircraft Fuel Analysis handout that was distributed to Board members
ahead of the meeting.

A question and answer period followed.

Commissioner Rideoutte moved acceptance of the February Financial Summary. Vice Chair Lenhard
seconded. Motion passed unanimously 5-0.

L. COUNSEL’S REPORT

1. Counsel’s Report

Mr. Owens reported that there were no pending legal matters or material issues to discuss.

M. PUBLIC COMMENTS (5 minute limit)

There were no public comments.

N. CORRESPONDENCE/COMMISSIONER COMMENTS & REQUESTS/MEETINGS

Commissioner Rideoutte commented regarding the number of high caliber Noise Compatibility
Committee applicants and their positive feedback regarding the Naples Airport.

Commissioner Dustin commented that he believes the State of Florida’s annual economic impact report
for the Naples Airport is substantially low and inadequately reflects the real value of the airport to the
community. He requested that staff find out how that amount is calculated. Mr. Rozansky stated that
the State of Florida is in the process of finalizing an update to that economic impact study for every
airport across the State of Florida and that for the Naples Airport, our economic impact was calculated
at $400 million a year. He added that once the study is completed, staff will present it to the Board and will provide detail on how it was calculated.

**O. ADJOURN**

With no further business, the meeting adjourned at 10:13 a.m.

Christopher A. Rozansky
Secretary

**NOTE:** Printed copies of all visual presentations and handouts are on file in the Executive Assistant’s Office.
CITY OF NAPLES AIRPORT AUTHORITY (NAA)  
Board of Commissioners  
Notice of Regular Meeting

Naples  
AIRPORT AUTHORITY

FINAL AGENDA  
City Hall Council Chambers  
735 Eighth Street South  
Naples, FL 34102

Thursday, March 21, 2019  
8:30 a.m.

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

Welcome. If you wish to address the Board of Commissioners regarding an item listed on the Agenda, please complete a Speaker Registration form (available at the rear of the room) and hand it to the Executive Assistant prior to consideration of that item. We ask that speakers limit comments to 5 minutes and that large groups name a spokesperson whenever possible. All written, audio-visual, and other materials distributed to the Board 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 Board 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 proceeding 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. MINUTES
   1. February 21, 2019 Regular Meeting
   2. March 5, 2019 Consultant Selection Committee Meeting

E. PRESENTATIONS AND TIME CERTAIN ITEMS
   1. Noise Compatibility Committee Member Interviews

F. PUBLIC COMMENTS ON GENERAL TOPICS NOT ON THE CURRENT AGENDA

G. ACTION ITEMS (Public comments accepted for each item; 5 minute limit)
   1. Noise Compatibility Committee Member Selection
   2. Board Approval of the Consultant Selection Committee Ranking of Firms for On Call General Engineering Consultant Services
   3. Authorization for the Executive Director to Execute a Professional Services Agreement with Environmental Science Associates (ESA) for Noise Consulting Services
   4. Authorize the Executive Director to Execute a Third Amendment to Lease with APF Development III, LLC

H. NEW BUSINESS

I. OLD BUSINESS
   1. Noise Compatibility Committee Update

J. LEADERSHIP TEAM REPORT
   1. Leadership Team Report

K. FINANCIAL REPORTS
   1. Financial Summary
L. COUNSEL’S REPORT
   1. Counsel’s Report

M. PUBLIC COMMENTS (5 minute limit)

N. CORRESPONDENCE/COMMISSIONER COMMENTS & REQUESTS/MEETINGS

O. ADJOURN
To: Honorable Chair and Commissioners
From: Christopher A. Rozansky, Executive Director
By: Heather LeDuc, Business Manager
Meeting Date: April 18, 2019
Re: ACTION ITEM

1. Authorize the Executive Director to Execute a Second Lease Modification Agreement with Civil Air Patrol, Inc.

ACTION REQUESTED: Board authorization for the Executive Director to execute a Second Lease Modification Agreement with Civil Air Patrol, Inc. ("CAP").

BACKGROUND: On August 26, 1981, the City of Naples Airport Authority (the “Authority”) executed a twenty (20) year land lease between the Authority and CAP for a parcel of land for the construction of an aircraft hangar and associated facilities to serve as a permanent headquarters for Florida Wing Civil Air Patrol.

On November 1, 2006, a First Lease Modification Agreement was executed to extend the lease term to forty (40) years and update various terms and conditions of the original lease agreement.

Presently, CAP has requested that a Second Lease Modification Agreement be executed in order to add an additional ten (10) years to the current lease term. As conditions of the extension, CAP will replace the existing hangar roof, paint the exterior of the hangar and agree to updated terms and conditions that are consistent with other recent land leases.

In consideration of the ongoing master plan seeking to identify the ultimate highest and best use of the current location of the CAP hangar, the Authority will agree to refund a pro-rated portion of the cost of the aforementioned improvements in the event that the Authority terminates the lease in order to implement any phase or portion of any airport master or strategic plan.

COMMUNICATIONS PLAN: Not applicable.

FINANCIAL IMPACT: Not applicable.
SECOND LEASE MODIFICATION AGREEMENT

THIS SECOND LEASE MODIFICATION AGREEMENT (this “Second Modification”) is entered into effective as of the 18th day of April, 2019 (“Effective Date”), between the CITY OF NAPLES AIRPORT AUTHORITY, a political subdivision of the State of Florida (the “Authority”), and CIVIL AIR PATROL, INC., a/k/a Civil Air Patrol, a Congressionally chartered federal charitable nonprofit corporation and the official volunteer auxiliary of the United States Air Force (“Lessee” or “CAP”)(the Authority and Lessee collectively the “Parties”).

RECITALS

WHEREAS, Lessee is the present holder as “Lessee” of a leasehold interest under that certain Civil Air Patrol Lease Agreement between the Authority and Lessee, dated August 26, 1981 (the “Original Lease”), as amended by that certain First Lease Modification Agreement between the Authority and Lessee, dated November 1, 2006 (“First Modification”) (the Original Lease, as amended by the First Modification, is collectively the “Lease”);

WHEREAS, Lessee performs aviation activities such as search and rescue, disaster relief and humanitarian missions and provides aerospace education and cadet programs;

WHEREAS, pursuant to Federal Aviation Administration Order 5190.68 (FAA Airport Compliance Manual) (2009) and the Final Policy set forth in Federal Register, Vol. 64, No. 30 (1999), in recognition of the benefits Lessee provides to civil aviation, the Authority is permitted to charge reduced or nominal rental rates to Lessee so long as Lessee is operating aircraft at the Naples Municipal Airport; and

WHEREAS, the Parties wish to amend the Lease subject to and in accordance with the terms and conditions of this Second Modification.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby represent, warrant, undertake, covenant and agree as follows:

TERMS

1. Recitals. The above recitals are true and correct and incorporated herein by reference and made a part of this Second Modification.

2. Term. The entire Section 1 of the Lease (titled “Term”) shall be amended, restated and replaced in its entirety to read as follows:

“Section 1. Term. Subject to the terms, conditions and obligations set forth in this lease (herein called this “lease,” “Lease,” “lease agreement” or “Agreement”), the Authority hereby leases that certain parcel of land described in Exhibit “A” attached hereto and made a part hereof (herein called the “premises,” “Premises,” “Demised Premises,” “leased premises” or “Leased Premises”) to Lessee for a term of fifty (50) years (herein called the “term” or “Lease Term”), which shall commence on August 26, 1981 and shall continue uninterrupted until August 25, 2031 (herein called the “Expiration Date”), unless the Lease Term shall be sooner terminated as provided herein. Upon expiration or termination of this Lease as herein provided, Lessee hereby waives
any demand for possession of the Premises or any structure or improvement then situated thereon, including, without limitation, improvements made at Lessee's expense, and Lessee agrees to vacate and return the Premises to the Authority peaceably, quietly and in good order and condition, ordinary wear and tear excepted, and shall deliver the keys to the Premises to the Authority. Time is of the essence under this Lease.

3. Construction. The entire Section 2 of the Lease (titled “Use of Premises”) shall be amended, restated and replaced in its entirety to read as follows:

“Section 2. Use of Premises. Lessee shall have the right to use the Premises only for the official purposes and business of the Civil Air Patrol as the volunteer civilian auxiliary of the United States Air Force, including the authorized activities of the Naples Cadet Squadron (SER-FL-373) and Naples Senior Squadron (SER-FL-023). Notwithstanding anything in this Lease to the contrary, if for any reason (a) the Premises is no longer actively occupied and used by both the Naples Cadet Squadron (SER-FL-373) and Naples Senior Squadron (SER-FL-023) for a period of thirty (30) days or longer during the Lease Term or (b) Lessee no longer owns and operates aircraft based at the Naples Municipal Airport (hence called the “Airport”) at any time during the Lease Term, then Lessee shall be in default of this Lease and the Authority shall have the absolute right, upon ten (10) day prior written notice or demand, to terminate this Lease and recover possession of the Premises or any part thereof and expel and remove therefrom Lessee and any other person occupying the Premises, by any lawful means, and again repossess and occupy the Premises without prejudice to any of the remedies that the Authority may have under this Lease, or at law or equity by reason of Lessee's default or of such termination.”

4. Construction. The entire Section 3 of the Lease (titled “Construction of Improvements”) shall be amended, restated and replaced in its entirety to read as follows:

“Section 3. Construction of Improvements. Lessee shall not commence or conduct any new construction or work, or alter, maintain or repair any existing improvements, on the Premises costing greater than Twenty Five Thousand and 00/100 Dollars ($25,000.00) without the Authority’s prior written approval, which approval may not be unreasonably denied, delayed or conditioned. Lessee covenant and agrees that all construction, work, alterations, maintenance and repairs, regardless of the cost thereof, shall be constructed and installed in strict accordance with all applicable statutes, ordinances and building codes, the Authority’s Rules and Regulations and the regulations of any other authority that may have jurisdiction over the Premises and Lessee’s operations. Lessee is solely responsible for determining and obtaining all necessary permits and approvals, and for paying any and all fees required, for the construction, work, alterations, maintenance and repairs. The Authority’s approval of (or failure to review) Lessee’s plans and specifications does not constitute a representation or warranty as to their conformity with City of Naples or any other authority’s building standards, codes or zoning. Lessee further agrees that all right and title to any alterations, additions and improvements made to the Premises during the Lease Term shall vest in the Authority upon installation, shall not be removed, and shall remain on the Premises as the property of the Authority upon the expiration or termination of this Lease.”

5. Maintenance. The entire Section 4 of the Lease (titled “Maintenance of Premises”) shall be amended, restated and replaced in its entirety to read as follows:
Section 4. Maintenance and Repair of Premises. Lessee agrees to perform and comply with all of the following:

A. Waste. Lessee shall not commit, nor suffer to be committed, any waste or contamination on the Premises, including physical damage to the Premises, either negligent, intentional, or fail to repair and maintain the Premises;

B. Maintenance and Repair. Throughout the Lease Term, Lessee shall keep and maintain, at its own cost and expense, the Premises and any improvements, fixtures, equipment or landscaping thereon, in good order and repair, as reasonably determined by the Authority. Subject to the terms and conditions of Section 3 herein, Lessee shall make all necessary repairs and replacements thereto, including, without limitation, all structural and non-structural repairs, including repairs and replacements to building interior, building exterior, paving, site improvements, fixtures, facilities and equipment, and shall replace and replace all broken glass with glass of the same size and quality as that broken. All painted exterior surfaces and surfaces requiring treatment of any kind must be maintained in good condition and must be repainted or treated when reasonably required to preserve the structure and to maintain high standards of appearance at the Airport. All maintenance, repairs and replacements must be of a quality substantially equal to the original materials and workmanship. Any changes in exterior paint colors are subject to prior written approval of the Authority;

C. Failure to Maintain, Repair or Replace. In the event Lessee fails to promptly undertake and satisfy the obligations imposed under this Section 4 within ninety (90) days of written notice by the Authority to Lessee, the Authority, in addition to the other remedies provided herein, shall have the right to enter on to the Premises and effect such repairs and recover one hundred ten percent (110%) of its costs and expenses from Lessee. If Lessee fails to reimburse the Authority for that amount within thirty (30) days of written demand, Lessee’s failure to reimburse Authority shall constitute a default under this Lease;

D. Clean, Safe and Sanitary. Lessee shall keep the Premises and the immediately adjacent property improvements in a clean, safe and sanitary condition according to the Authority’s Rules and Regulations and all applicable governmental statutes, ordinances, guidelines, rules and regulations, all at Lessee’s cost and expense. Lessee is responsible for removing all garbage, debris, contaminants and other waste material (solid or liquid) arising out of Lessee’s occupancy of the Premises or its operations;

E. Solid Waste. Lessee shall be responsible for its own trash removal, dumpster maintenance and construction debris removal at all times during the Lease Term. Any garbage, debris, or waste which may be temporarily stored in the open must be kept in suitable garbage or waste receptacles equipped with tight fitting covers. In the event that the Authority removes or causes to be removed any waste from the Premises after Lessee’s failure to remove the same, Lessee agrees to reimburse Authority at one hundred ten percent (110%) of the cost of removal;

F. Liquid Waste. Lessee shall provide, as necessary, a separate drainage, collection or separation system to ensure that no untreated liquid waste from
any type of operation be discharged directly on adjacent property or into the Airport’s storm drainage or sanitary system, including petroleum products, solvents, aircraft cleaning residue and oil change operations;

G. Vehicles. Lessee, its employees, agents or invitees, shall not keep unlicensed or inoperable vehicles on any portion of the Airport, including the Premises. Operable but unlicensed vehicles necessary to Lessee’s aviation-related activities as allowed under this Lease are permitted;

H. Damage Caused. Lessee agrees to immediately report to the Authority any damage Lessee, its employees, agents or invitees cause to the runways, taxiways, taxi lanes, roads, rights-of-way and driveways to and from the Premises which it uses in common with other Airport users. Lessee shall reimburse the Authority for the full cost of repairs to these common areas caused by Lessee or those using the Airport by or through Lessee;

I. Sewer Service. Lessee shall pay the expense of providing City sewer service to the Premises and shall connect its improvements to the sewer main. Lessee shall pay all costs of connecting its improvements to the sewer including the installation of the lateral pipes, the hook-up fee and monthly charges as billed by the City of Naples or the Authority to Lessee; and

J. Fence. Lessee shall, at all times during the Lease Term, maintain a Federal Aviation Administration (“FAA”) recommended fence as part of the Airport perimeter fence line. Lessee’s portion of the fence line shall be specified and approved by the Authority and shall be consistent in style, quality and design (equal or better) to any fence adjacent thereto. Lessee’s portion of the fence shall be maintained at Lessee’s sole cost and expense.”

6. Insurance. The entire Section 8 of the Lease (titled “Insurance”) shall be amended, restated and replaced in its entirety to read as follows:

“Section 8. Insurance. Lessee, as an instrumentality of the United States of America, is, in essence, self-insured, and carries only certain commercial property insurance, general liability insurance and automobile liability insurance. However, in the manner and to the extent provided by the Federal Tort Claims Act (28 U.S.C. § 2671 et seq.), the United States of America may be liable to third parties for personal injury or damage or loss of property caused by the negligent acts or omissions of members of the CAP while assigned to duty and acting within the scope of their duties. As an entity of the United States of America, Lessee does not maintain worker’s compensation insurance coverage. A CAP member who is injured or dies while performing assigned duties and acting as an employee of the US Air Force may be entitled to statutorily prescribed medical treatment and/or death or disability compensation from the United States Department of Labor as a Federal employee under the Federal Employees Compensation Act. 5 U.S.C. 8101 et seq. Notwithstanding anything herein to the contrary, Lessee agrees to perform and comply with all of the following:
A. **Insurance Coverage.**

1. **Property Insurance.** Lessee agrees to secure and maintain in force at its expense, a property insurance policy to include “Special Form” coverage, including Windstorm, Flood, Vandalism, and Malicious Mischief covering the Premises Building and Real Property and all improvements thereon and Personal Property/Contents thereof for full replacement value. If Flood Insurance is not available within the Property coverage, and the Improvements on the Premises are located within a Special Flood Hazard Area, then coverage shall be purchased from the National Flood Insurance Program (NFIP). Lessee is responsible for any deductibles;

2. **General Liability Insurance.** Lessee agrees to secure and maintain general liability insurance and/or aviation liability insurance covering Lessee’s activities, its use of the Premises, its operations at and use of the hangar including any aircraft stored on the Premises and or on any other part of the Airport, including liability under the indemnities required herein. The General Liability Insurance policy shall have coverage limitations providing no less than $1,000,000.00 per occurrence/$2,000,000.00 aggregate. Coverage will extend to any vehicles or equipment that are not licensed for road use. Lessee is responsible for any deductibles;

3. **Automobile Liability Insurance.** If Lessee’s operations utilize road-licensed vehicles located on the Airport, all such vehicles shall be insured for a minimum of $1,000,000.00 per occurrence;

4. **Builder’s Risk Insurance.** At all times during the construction of any improvements on the Premises, Lessee agrees to secure and maintain builder’s risk insurance covering contractor's labor, materials and equipment to be used for completion of the work performed against all risks of direct physical loss, excluding earthquake and flood, for an amount equal to the full cost of the improvements. Lessee is responsible for any deductibles;

B. **Changes in Policy.** Lessee shall provide Authority with notice of any proposed change to any insurance coverage. The Authority maintains the right to reject a proposed change in Lessee’s insurance coverage or insurer, and in the event of a policy cancellation, Lessee is required to obtain satisfactory successor insurance without lapse. If such provision is not available on the insurance policies, Lessee is required to notify Authority thirty (30) days prior to the policy cancellation, non-renewal or material change in coverage;

C. **Evidence of Insurance.** Lessee shall secure and deliver annually to Authority appropriate insurance certificates showing evidence of coverage as required hereunder. Lessee shall file with the Authority a duly executed original certificate of insurance evidencing that the insurance required by this Lease is extended. Authority has the right to request copies of any policies required under this Section;
D. Form of Policies. All policies of insurance required under this Section must be in a standard form and written by qualified insurance companies satisfactory to the Authority. Insurance carriers must maintain throughout the Lease Term an AM Best rating of A- VII or better. All provisions set forth herein must be verified on the required Evidence/Certificate of Insurance. Lessee covenants and agrees that:

(1) Certificate Holder, Additional Insured and Loss Payee shall be listed as: "City of Naples Airport Authority, a political subdivision of the State of Florida" at its address, 160 Aviation Drive North, Naples, FL 34104;

(2) All insurance policies shall contain a clause or endorsement by which the insurance carrier waives all rights of subrogation against Authority, except where the Authority or its agents are liable for a specific act of gross negligence. Evidence of the Waiver of Subrogation shall appear on the Evidence/Certificate of Insurance;

(3) General/Avlion Liability policy(ies) shall name the "City of Naples Airport Authority, a political subdivision of the State of Florida" as an additional insured. Evidence of that provision shall appear on the Evidence/Certificate of Insurance;

(4) Property policy(ies) shall name the "City of Naples Airport Authority, a political subdivision of the State of Florida" as Loss Payee for its interest in the Premises. Evidence of that provision shall appear on the Evidence of Property Insurance form or similar Certificate of Insurance;

(5) All insurance policies shall provide that the Authority be given thirty (30) days prior written notice of cancellation, non-renewal or material change in coverage or AM Best rating. Such provision shall appear on the Evidence/Certificate of Insurance. If such provision is not available on the insurance policies, Lessee is responsible to notify Authority thirty (30) days prior to policy cancellation, non-renewal or material change in coverage;

(6) All of Lessee’s required insurance policies shall be primary and non-contributory insurance to the Authority’s. Such provision shall appear on the Evidence/Certificate of Insurance;

(7) The Authority does not represent that the types or amounts of insurance required herein are sufficient or adequate to protect Lessee’s interests or liability but are only minimum requirements. The Authority reserves the right to require any other reasonable insurance coverage which the Authority deems necessary depending upon the risk of loss and exposure to liability;

E. Notice. Lessee shall give the Authority prompt and timely written notice of any claim made or suit instituted of which Lessee is aware that in any way directly, indirectly, contingently, or otherwise affects or might affect the Authority, and the Authority shall have the right to participate in the defense of the claim to the extent of its interest;
F. **Lapse of Insurance Coverage.** If Lessee shall fail to maintain insurance coverage as required, then the Authority may, but is not obligated to, obtain same and recover the costs thereof from Lessee. If Lessee fails to reimburse the Authority for such costs within thirty (30) days of written demand, Lessee's failure to reimburse Authority shall constitute a default under this Lease; and

G. **Right To Increase or Modify Insurance Requirements.** The Authority reserves the right in its sole reasonable discretion to increase or otherwise modify on an annual basis throughout the Lease Term all of Lessee's insurance requirements hereunder, including, without limitation, the types and form of insurance coverage required and the minimum amounts of each such required insurance coverage. The Authority will provide not less than thirty (30) days prior written notice to Lessee of any modifications to the insurance requirements hereunder.

7. **Notices.** The entire Section 14 of the Lease (titled "Notices") shall be amended, restated and replaced in its entirety to read as follows:

"Section 14. **Notices.** It is understood and agreed that written notice, mailed by certified mail, return receipt requested, or hand delivered, to the Authority or Lessee or Lessee's agent shall constitute proper and sufficient notice under this Lease if sent to the following addresses or at such other address as either party may designate to the other by notice in writing:

If to the Authority:  
City of Naples Airport Authority  
Attn: Executive Department  
160 Aviation Drive North  
Naples, Florida 34104

If to Lessee:  
Civil Air Patrol, Inc.  
Attn: Wing Commander  
4040 Crossfield Way, Suite 6  
Lakeland, Florida 33811"

8. **Additional Provisions.** All of the following shall be added to and become part of the Lease (as new Sections 19 through 35 thereof) and shall be binding on Lessee and the Authority:

"Section 19. **Roof Replacement and Hangar Painting.** Subject to the terms and conditions of Section 3 herein, Lessee shall perform and complete all of the following on or before April 30, 2020:

A. Removal of the entire existing roof on the hangar within the Premises and replacement thereof with a new roof having a minimum life of fifteen (15) or more years (herein called "Roof Replacement Project"); and

B. Painting of the entire exterior of the hangar within the Premises (herein called "Hangar Painting Project"). Lessee shall not commence the Hangar Painting Project without the Authority's prior written approval of the color(s) and specifications, which approval may not be unreasonably denied, delayed or conditioned."
Section 20. Right of Termination. The Authority reserves and has the right to terminate all or portions of this Lease upon giving Lessee not less than six (6) months' written notice, if termination is deemed necessary by the Authority in its sole discretion to implement any phase or portion of any master or strategic plan of the Airport adopted by Authority; provided, however, after the Authority gives Lessee notice of its intent to terminate this Lease pursuant to this provision, the Authority shall elect in its sole discretion one of the following options:

A. Relocation. The Authority may make available and offer to Lessee in its sole discretion, for the balance of the Lease Term, upon terms and conditions mutually agreed to in writing by the Authority and Lessee, (i) a hangar suitable to store Lessee’s then current aircraft based at the Airport and (ii) office space suitable to accommodate Lessee’s then current operational needs, in which case, as its exclusive remedy, and in lieu of any other claims for costs, expenses and damages of any kind related to the Authority’s election to relocate under this Section 20.A, Lessee shall be entitled to compensation in an amount equal to the product of (a) the total aggregate actual cost incurred by Lessee to complete the Roof Replacement Project and Hangar Painting Project multiplied by (b) a fraction, the numerator of which will be the number of whole months then remaining in the Lease Term of this Lease, and the denominator of which will be one hundred forty-eight (148); or

B. Termination. The Authority may just terminate this Lease, in which case, as its exclusive remedy, and in lieu of any other claims for costs, expenses and damages of any kind related to the Authority’s election to terminate under this Section 20.B, Lessee shall be entitled to compensation in an amount equal to the product of (a) the total aggregate actual cost incurred by Lessee to complete the Roof Replacement Project and Hangar Painting Project multiplied by (b) a fraction, the numerator of which will be the number of whole months then remaining in the Lease Term of this Lease, and the denominator of which will be one hundred forty-eight (148).

Lessee hereby waives, disclaims and releases any and all claims for costs, expenses and damages against the Authority for relocation and termination of this Lease hereunder, except for the compensation expressly provided for in Section 20.A or 20.B.

Section 21. Rules and Regulations and Minimum Standards. Lessee hereby agrees to observe and comply with, at its own expense, all laws, policies, ordinances, rules, and regulations promulgated by the Authority and any other appropriate City, County, State, or Federal authority or agency having jurisdiction over the Airport and the Premises described in this Lease, during the Lease Term, including:

A. Rules and Regulations. Lessee shall observe and comply with the Authority's Rules and Regulations for the Airport, as from time to time amended, on file in the office of the Executive Director (herein called the “Rules and Regulations”). The Rules and Regulations are incorporated into this Lease and by reference made a part hereof. Lessee acknowledges that the enforcement of the Rules and Regulations by the Authority constitutes the proper exercise of the Authority's police power pursuant to the City of Naples Airport Authority Act of the Florida Legislature in 1969, as amended. The Rules and Regulations may be amended at any time, in the sole and absolute discretion of the Authority without notice to Lessee, including such reasonable and
uniform landing fees, rates or charges, as may from time to time be levied for airfield operations, privileges and or services provided at the Airport, in its sole and exclusive discretion, or in accord with the directives of the Executive Director; and

B. Minimum Standards. Lessee shall observe and comply with the Authority's Minimum Leasing and Operating Standards for the Airport on file in the offices of the Executive Director (herein called the "Minimum Standards"). The Minimum Standards are incorporated into this Lease and are made a part hereof. The Minimum Standards may be amended from time to time by the Authority in its sole and absolute discretion without notice to Lessee. Lessee shall also comply with any and all applicable governmental statutes, orders, guidelines, rules and regulations.

Section 22. Airport Operations. Lessee agrees to perform and comply with all of the following:

A. Conduct of Business by Lessee. In the use of the Premises pursuant to this Lease, Lessee shall conduct its operation in a lawful, ethical, orderly and proper manner so as not to interfere with the rights and privileges of others at the Airport and shall be responsible for the conduct, demeanor and appearance of its employees and invitees and of those doing business with Lessee. Upon receipt of complaints concerning the conduct of its business, Lessee shall immediately address such complaints and correct any improper conduct as required by the Authority;

B. Care of Aircraft. The responsibility for setting brakes, placing chocks, or otherwise securing any aircraft is solely that of Lessee. The Authority is under no obligation to move Lessee's aircraft into or out of the Premises. If, at Lessee's request, Authority does so move said aircraft, Lessee shall assume all risk of any and all damage or loss occasioned thereby, and shall pay the designated fee to the Authority;

C. Airport Hazards. Lessee agrees to refrain from any act or omission which would interfere with or adversely affect the operation or maintenance of the Airport, disturb the quiet enjoyment of the use of the Airport or surrounding property or otherwise constitute an Airport hazard. Activities which may constitute airport hazards including but not limited to any activity on the Premises which directly or indirectly produces unlawful amounts or levels of chemical, biological or electromagnetic radiation, air pollution (gasses, particulate matter, odors, fumes, smoke or dust), water pollution, noise, glare, heat emissions, radioactivity, electronic or radio interference with navigation and communication facilities for the operation of the Airport and its use by aircraft, trash or refuse accumulation, vibration, prop-wash, or jet blast, or which is hazardous or dangerous by reason or risk of explosion, fire, or harmful emissions; and

D. Based Aircraft Report. Lessee shall furnish to the Authority, within seven (7) days upon the Authority's written request from time to time, a report of all aircraft located on the Premises. Such report shall include, at a minimum, the following items: aircraft type, make, model, registration number and any other information as may reasonably be requested by the Authority's Executive Director.

Section 23. Security. Lessee agrees to perform and comply with all of the following:
A. The Authority is under no obligation to provide security to the Premises. Lessee may, at Lessee's sole expense, employ security personnel, install security lighting or maintain alarm systems. If Lessee elects to install outdoor lighting, Lessee must request permission from the Authority prior to installation.

B. Security requirements are imposed on the Airport by the FAA, Transportation Security Administration ("TSA") and other agencies having jurisdiction over the Airport. Lessee covenants and agrees to comply with all such security requirements, at Lessee's sole expense. In the event the Authority is fined or penalized by the FAA, TSA or any other agency for a security violation caused by the negligence or omission of Lessee, or any of Lessee's employees, agents or invitees, Lessee shall immediately reimburse the Authority in full for all such fines or penalties; and

C. Lessee acknowledges and agrees that the Authority may (in the sole discretion of the Authority's Executive Director), at the Authority's sole expense, install and remove from time to time its own security equipment and improvements (including, without limitation, cameras, gates, lighting and alarms) on or about the Premises and improvements located thereon.

Section 24. Signs. Lessee agrees that it will not allow any signs, cards or placards to be posted or placed on the Premises except signs acceptable to the Authority. All signs shall be approved by the Executive Director in advance, and shall conform with all ordinances of the City of Naples, Florida, and shall not extend above or beyond the walls and roofs of the buildings constructed on the Premises. Upon expiration of this Lease, Lessee shall remove all signs at the direction of Authority.

Section 25. Assignment and Subleasing. Lessee shall not assign this Lease, sublet the Premises or a portion thereof, sell, encumber or otherwise transfer its interest in this Lease, the Premises or in any improvements thereon, or allow any other persons or entities (except Lessee's authorized representatives) to occupy or use all or any part of the Premises without the prior written consent of the Authority, which consent may be granted or withheld for any reason in the sole absolute discretion of the Authority. Lessee shall utilize the Premises for storage of equipment, materials and aircraft required for the Civil Air Patrol's federal non-commercial, not-for-profit governmental aeronautical activities. Lessee may not sub-lease hangar space to private aircraft owners. Accordingly, any non-aeronautical use of the Premises that does not support Lessee's Civil Air Patrol mandated aeronautical activity is prohibited.

Section 26. Lessee's Responsibility for its Negligence. The Authority understands and agrees that Lessee, as an instrumentality of the United States of America, is statutorily prohibited by the Anti-Deficiency Act (31 U.S.C. § 1341) from entering into agreements to indemnify or hold harmless any party or to enter into any agreement providing liquidated damages.

Neither Lessee nor the Authority intend by entering into this Lease to waive their rights to sovereign immunity and/or their limits of liability as provided respectively under federal or State of Florida law notwithstanding whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. Provided further that the Authority and Lessee acknowledge that the Federal Tort Claims Act (Title 28, United States Code) and/or the Florida Tort Claims Act (Chapter 768, Florida Statutes) as they are applicable to the parties address tort liability for negligence
suit. Notwithstanding anything herein to the contrary, Lessee covenants and agrees to be responsible for any and all of Lessee’s negligence related liabilities, losses, damages, costs, expenses, causes of action, suits, penalties, claims, demands, and judgments of every kind and nature, including, without limitation, attorneys' fees and expenses of defense (through all appeals), arising out of or in connection with: (a) any negligent act, error or omission of Lessee or Lessee’s personnel, employees, subtenants, agents, suppliers, subcontractors, licensees, invitees or trespassers; (b) the performance of this Lease; (c) the failure to fulfill any obligations of Lessee under this Lease; and (d) the use and possession of the Premises.

Section 27. Default. In addition to all other events of defaults described herein, each of the following shall constitute an event of default on the part of Lessee under this Lease if such default continues and is not fully cured within ten (10) days after written notification to Lessee of such default:

A. Nonpayment. Failure of Lessee to pay when due any rent, taxes, fees, fines, charges, special assessments, costs, reimbursements or other amounts due under this Lease;

B. Cross-Default. The breach by Lessee of any other agreement, license, contract or permit between Lessee and the Authority;

C. Other Obligations. Failure by Lessee to perform any non-monetary obligation, agreement or covenant under this Lease;

D. Violation of Law. The violation by Lessee of any local, state or federal aviation law, order, statute or ordinance (including any resolution of the Authority);

E. Violation of Rules and Regulations. An infraction or violation of the Authority’s Rules and Regulations or Minimum Standards;

F. Bankruptcy. The filing of any voluntary petition in bankruptcy by Lessee, or the filing of any involuntary petition by Lessee's creditors. In the event that under applicable law the trustee in bankruptcy or Lessee has the right to affirm this Lease and continue to perform the obligations of Lessee hereunder, such trustee or Lessee shall, in such time period as may be permitted by the bankruptcy court having jurisdiction, cure all defaults of Lessee hereunder outstanding as of the date of the affirmation of this Lease and provide to the Authority such adequate assurances as may be necessary to ensure the Authority of the continued performance of all of Lessee's obligations under this Lease (and, further, the Authority shall receive all 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);

G. Receivership. The appointment of a receiver to take possession of substantially all of Lessee's assets or the Premises;

H. Attachment. The attachment, execution or other judicial seizure of this Lease or all or a part of Lessee's assets located at the Premises;
I. Insolvency. The admission by Lessee in writing of its inability to pay its debts as they become due, the filing by or against Lessee of a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or the filing by Lessee of an answer admitting or failing timely to contest a material allegation of a petition filed against Lessee in any such proceeding.

J. Pollutants. Any release by Lessee of pollutants, contaminants or hazardous materials on or from the Premises in violation of any applicable law or regulation.

Section 28. Remedies Upon Default. The following shall constitute the Authority's remedies upon the occurrence of any event of default set forth in Section 27 herein or elsewhere in this Lease (provided, however, the following remedies are not exclusive; they are cumulative and in addition to any other remedies now or hereafter allowed by law or equity):

A. Termination. If an event of default under this Lease occurs, the Authority shall have the absolute right, upon ten (10) day prior written notice or demand, to immediately terminate this Lease, and recover possession of the Premises or any part thereof and expel and remove therefrom Lessee and any other person occupying the Premises, by any lawful means, and again repossess and occupy the Premises without prejudice to any of the remedies that the Authority may have under this Lease, or at law or equity by reason of Lessee's default or of such termination;

B. Continuation After Default. Even if Lessee has breached this Lease and/or abandoned the Premises, at Authority's option, this Lease may continue in effect, and Authority may enforce all of its rights and remedies under this Lease, including, without limitation, the right to recover the rent, taxes, fees, fines, charges, special assessments, costs, reimbursements and all other amounts as it becomes due hereunder; and the Authority, without terminating this Lease, may exercise all of the rights and remedies of a landlord under the laws of the State of Florida. Acts of maintenance or preservation, efforts to lease the Premises, or the appointment of receiver upon application of the Authority to protect Authority's interest under this Lease shall not constitute an election to terminate Lessee's right to possession; and

C. Damages Upon Termination. Should the Authority terminate Lessee's right to possession or terminate this Lease, the Authority shall have all the rights and remedies of a landlord in addition to governmental police power all as provided by the laws of the State of Florida. At its option, the Authority may recover possession of the Premises and lease it to another tenant, reimburse itself for any expenses, and apply whatever net rent is derived from this transaction in reduction of the sums due Authority from Lessee in rent, taxes (if applicable and due), fees, fines, charges, special assessments, costs, reimbursements and other amounts hereunder. Such re-leasing activity will be at the Authority's option and the Authority has no duty to exercise this option, but if the Authority does, such activity will not waive or release Lessee from its obligation to pay rent, taxes, fees, fines, charges, special assessments, costs, reimbursements and other amounts due under this Lease. Upon termination of Lessee's right to possession or of this Lease, in addition to any other rights and remedies to which the Authority may be entitled under applicable law, Authority shall be entitled to recover from Lessee:
(1) the amount at the time of award of the unpaid rent, taxes, fees, fines, charges, special assessments, costs, reimbursements and other amounts which had accrued hereunder at the time of termination, plus interest at the maximum interest rate permitted by law; and

(2) any other amount necessary to compensate Authority for all the economic losses proximately or consequentially caused to the Authority by Lessee's failure to perform its obligations under this Lease.

Section 29. Destruction and Restoration of Premises. In the event that the Premises shall be destroyed in whole or in part by fire, hurricane, flood or other casualty, then the following will apply:

A. If the Premises are partially destroyed and the damage does not exceed fifty percent (50%) of the value of the structure and improvements, Lessee shall be obligated to rebuild an equivalent structure within eighteen (18) months after the date of destruction (subject to the terms and conditions of Section 3 herein); and

B. If the damage to the Premises exceeds fifty percent (50%), so long as Lessee has insurance coverage in full compliance with Section 8 hereof, Lessee shall have the option to either (i) rebuild an equivalent structure within eighteen (18) months after the date of destruction (subject to the terms and conditions of Section 3 herein) or (ii) terminate this Lease in which case Authority will retain Lessee’s insurance proceeds to the extent necessary to rebuild an equivalent structure.

Section 30. Right of Flight Operations. Lessee acknowledges and agrees that the Authority reserves for itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in the airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the airspace, and for use of the airspace for landing on, taking off from, maneuvering, or operating on the Airport. Lessee’s use and enjoyment of the Premises is subject to such noise and such other disturbance as may be inherent in such operations.

Section 31. Aircraft Hazards. Lessee agrees to perform and comply with all of the following:

A. Obstructions. Lessee expressly agrees to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such height as to comply with Federal Aviation Regulations, Part 77. Lessee acknowledges and agrees that the Authority reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting or growing, or permitting to be erected or grown, any structures, objects of natural growth and other obstructions on or adjacent to the Airport which, in the opinion of the Authority, would limit the usefulness of the Airport or constitute a hazard to aircraft; and

B. Navigational Aides. The Authority reserves the right during the Lease Term to install air navigational aids including lighting, in, under and across the
Section 32. Condemnation. If, at any time during the Lease Term, the Authority's possession or rights under its 99-year land lease with the City of Naples, dated December 3, 1969, is terminated or the entire or substantially all of the Premises shall be taken in condemnation proceedings or by any right of eminent domain, then this Lease shall terminate and expire on the date of such event. For purposes of this Section 32, "substantially all of the Premises" shall be deemed to have been taken if the remaining portion of property cannot be practically and economically used or converted for use by Lessee for the purpose permitted by this Lease. Nothing herein shall waive any right that Authority or Lessee may have concerning any rights to be compensated for the appropriation or taking of property or rights by condemnation.

Section 33. Dominant Agreements. Lessee hereby covenants and agrees that all of Lessee’s rights and privileges under this Lease 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 Airport (or any part of the Premises), and to all renewals, modifications and extensions thereof. Without limiting the generality of the foregoing, Lessee expressly understands that this Lease is subordinate and subject to the Authority’s Rules and Regulations, Minimum Standards, any and all lending, bonding or certificate of participation, the 99-year land lease with the City of Naples, dated December 3, 1969, and any and all agreements between Authority and the FAA, State of Florida, Collier County, City of Naples or other government or quasi-government entity or agency, whether presently existing or hereinafter created. During times of war or national emergency, the Authority shall have the right to lease the landing area or any part thereof to the United States Government for military or naval or similar use, and, if such lease is executed, the provisions of this Lease shall be suspended. Any executed lease, including this one, shall be subordinate to the provisions of any existing or future agreement between Authority and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the Airport. Lessee hereby covenants and agrees to modify any of the terms and conditions of this Lease which may be determined to be in violation of existing or future laws, regulations, grant assurances or other requirements. In the event the Parties are unable to mutually agree to a reasonable modification of the terms and conditions of this Lease pursuant to this Section 33, the Authority may rescind this Lease by providing thirty (30) days written notice to Lessee.

Section 34. Aircraft Operation Covenant. Lessee covenants and agrees that Lessee shall continuously own and operate one or more aircraft based at the Airport at all times during the entire Lease Term.

Section 35. Miscellaneous. Lessee agrees to perform and comply with all of the following:

A. The Authority reserves the right to close the Airport or any portion thereof, including without limitation the runway, taxiway, taxilane, apron, terminal buildings and automobile parking facilities, when necessary or convenient in the Authority’s sole discretion to further the Authority’s management of the Airport;
B. The prevailing party shall recover the attorney’s fees and costs incurred to enforce any provision of this Lease including all costs of collection;

C. This Lease shall be governed by and interpreted according to the laws of the State of Florida except for those matters, actions, and disputes governed by federal law. Any litigation involving this Lease or the use and occupancy of the Premises shall be filed and litigated in the Circuit Court of Collier County, Florida, which Court the Parties stipulate have the sole and exclusive jurisdiction except for federal law matters, actions, and disputes which venue shall be in the United States District Court for the Middle District of Florida, Fort Myers division. THE PARTIES HEREBY WAIVE AND RELEASE ANY RIGHT IT HAS OR MAY HAVE TO A TRIAL BY JURY OF ANY ISSUE;

D. The rights and remedies granted to Authority hereunder shall be deemed to be cumulative and non-exclusive. The failure by Authority at any time to assert any such right or remedy shall not be deemed to be a waiver, and shall not preclude the entitlement to or the assertion of such right or remedy at a later date and

E. Radon is naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Collier County Public Health Unit.

9. Representative Warranties and Release. As of the Effective Date, Lessee hereby represents, covenants and warrants to the Authority that (a) the Lease, as amended hereby, is in full force and effect and binding upon Lessee, (b) Lessee is not in default under any of its covenants or obligations under the Lease, as amended hereby, (c) Lessee is the sole holder of the leasehold interest in the “Premises” described under the Lease, as amended hereby, (d) Lessee has occupied and hereby accepts the entire “Premises” described under the Lease, and all improvements and appurtenances thereto in addition to the land, in their present “as is” condition as suitable for all purposes for which such “Premises” are leased, (e) the Authority has heretofore fully performed all of its obligations under the Lease, as amended hereby and (f) Lessee has no defenses, claims or offsets against the Authority or against the obligations of Lessee under the Lease, as amended hereby. Lessee does hereby release the Authority, its officers, employees, attorneys, insurers and agents from and against any claim, action, suit, demand, cost, expense or liability of any kind, whether known or unknown, relating in any way to the Lease, as amended hereby, or the administration thereof, or the communications and dealings between Lessee and the Authority through the Effective Date hereof.

10. Miscellaneous. To the extent that there is any inconsistency or conflict with any of the provisions contained in this Second Modification with the Lease, the provisions set forth in this Second Modification shall govern the understanding between the Parties. All terms and conditions in the Lease not specifically referenced in or amended by this Second Modification shall and do remain in full force and effect and are hereby ratified and confirmed by the Parties in all other respects. This Second Modification may be executed and delivered electronically and in counterparts, each of which shall be an original as against each of the Parties who signed it, and all of which shall constitute one and the same document.
IN WITNESS WHEREOF, the Parties have caused this Second Modification to be executed as of the Effective Date.

AUTHORITY:

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

By: ____________________________
   Christopher A. Rozansky, Executive Director

Approved as to form and legal sufficiency:

_______________________________
   William L. Owens
   Counsel to the Authority

LESSEE:

CIVIL AIR PATROL, INC., a/k/a Civil Air Patrol,
a Congressionally charted federal charitable nonprofit corporation and the official volunteer auxiliary of the United States Air Force

By: ____________________________
   John A. Salvador, Chief Operating Officer
To: Honorable Chair and Commissioners

From: Christopher A. Rozansky, Executive Director

By: Kerry Keith, Sr. Director of Airport Development and Facilities

Meeting Date: April 18, 2019

Re: ACTION ITEM

2. Authorize the Executive Director to execute an Agreement with the lowest compliant bidder, Owen Ames Kimball Company (OAK), for the Construction of a new Aircraft Rescue and Fire Fighting Facility (ARFF), provide for a contingency budget of 5% and the direct purchase of certain items in an amount Not To Exceed $5,014,676.22

ACTION REQUESTED: Authorize the Executive Director to execute an Agreement with Owen Ames Kimball (OAK) for the construction of a new ARFF Facility, provide for a contingency budget of 5% and the direct purchase of certain items in an amount not to exceed $5,014,676.22.

BACKGROUND: The construction of an ARFF Facility was advertised on February 10th with a bid date of March 29, 2019. Two bids were received.

<table>
<thead>
<tr>
<th>Bid Results – Company</th>
<th>Total Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>West Construction, Inc.</td>
<td>$4,868,558.30</td>
</tr>
<tr>
<td>Owen Ames Kimball</td>
<td>$4,775,882.11</td>
</tr>
</tbody>
</table>

The requested budget amount includes the construction of the ARFF facility, relocation of utilities, all site work including paving associated with the construction plus a contingency of 5%, or $238,794.11, for possible unanticipated conditions or additional permit requirements and $100,000 for Authority supplied furniture and accessories. Staff also requests approval for possible NAA direct purchase of major items within the contract, such as the generator and garage doors. Direct purchase will allow a cost savings of the associated 6% tax.

COMMUNICATIONS PLAN: The bidders have been notified of the final ranking and the results were posted on our web site.

FINANCIAL IMPACT: The project has a not to exceed budget of $5,014,676.22. Florida Department of Transportation (FDOT) will fund $2,240,000, which includes a current agreement for $800,000 plus a commitment for an additional $1,440,000. The remaining $2,774,676.22 will be funded by the NAA, and the required funds are anticipated in the FY19 capital budget. FDOT has committed to reviewing the project costs with the possibility of adding additional funds.
To: Honorable Chair and Commissioners

From: Christopher A. Rozansky, Executive Director

By: Kerry Keith, Sr. Director of Airport Development and Facilities

Meeting Date: April 18, 2019

Re: ACTION ITEM

3. Approval for the Executive Director to execute Professional Services Agreements with both Hanson Professional Services and EG Solutions, Inc., for On Call General Engineering Consultant Services

SUMMARY: Board approval for the Executive Director to execute Professional Services Agreements with the two (2) top ranked firms, Hanson Professional Services and EG Solutions, Inc. for On Call General Engineering Consultant Services.

BACKGROUND: Following Board approval of the Consultant Selection Committee rankings for on call general engineering consultant services: 1) Hanson Professional Services 2) EG Solutions, Inc. 3) Hole Montes, Inc. at the March Regular Meeting and Federal Aviation Administration (FAA) approval of multiple firms for similar services, staff negotiated with the top two ranked firms for a variety of on call general engineering consulting services. Assignment of individual tasks will be determined on a number of factors, including but not limited to qualifications relevant to each project, the firms availability and successful negotiation of a scope and fee for their services.

COMMUNICATION PLAN: Not applicable at this time.

FINANCIAL IMPACT: There is no financial impact involved with this approval. Task Orders that exceed the Executive Director’s authority, will be presented to the Board for approval.
PROFESSIONAL SERVICES AGREEMENT
ON-CALL GENERAL ENGINEERING SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made effective as of the 19th day of April, 2019 (the “Effective Date”), by and between the CITY OF NAPLES AIRPORT AUTHORITY, a political subdivision of the State of Florida (the “Authority”), and HANSON PROFESSIONAL SERVICES, INC., a Florida Corporation authorized to transact business in the State of Florida (“Professional”) (the Authority and Professional each individually a “Party” and collectively the “Parties”).

RECITALS

A. The Professional is a Consulting firm, licensed by the State of Florida, (License Numbers: E9700058 5198).

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

C. The Authority anticipates instructing Professional to perform and provide the specific services and work for the On-Call General Engineering Consultant Services described in Exhibit A attached hereto and made part of this Agreement (the “Services”).

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

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

TERMS

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

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

3. Termination Event. Notwithstanding anything in this Agreement to the contrary, upon the occurrence of any of the following events (each individually a “Termination Event”), all of the rights and privileges of Professional hereunder shall, at the Authority’s sole option, cease to exist and this Agreement shall automatically terminate:
a. Professional fails to strictly comply with, fulfill, perform, keep or observe any of Professional’s obligations, covenants or conditions under this Agreement within five (5) days after written demand from the Authority, time being of the essence;

b. Professional makes any (i) intentional misrepresentation or (ii) unintentional yet material misrepresentation under this Agreement or other instrument or document delivered pursuant hereto;

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

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

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

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

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

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

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

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

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

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

d. Provide the Authority with prompt notification of any anticipated delays or difficulties in the performance of the Services;
e. Designate one or more individuals to act on behalf of Professional with respect to the Services and with whom the Authority may confer with respect to the Services; and

f. At all times conduct itself in a professional and cooperative manner in the discharge of its obligations under this Agreement.

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

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

6. Compensation and Written Invoices.

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Part One:</th>
<th>“Statutory”</th>
</tr>
</thead>
<tbody>
<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 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 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 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. 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 shall 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 are found to conflict in any way with Florida or other governing law, then this Paragraph shall be considered modified by such laws to the extent necessary to remedy the conflict.

This Paragraph 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 shall not be limited in any way by Professional’s limit or lack of sufficient insurance protection.

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

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

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

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

13. **No Assignment.** Professional shall not voluntarily, involuntarily or by operation of law assign, transfer or otherwise encumber this Agreement, or any rights or privileges of Professional hereunder, in whole or in part, without first obtaining in each and every instance the prior written consent of the Authority, which consent may be granted or withheld in the Authority’s sole discretion for any reason whatsoever. Any assignment, transfer or encumbrance contrary to the 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 perspective Parties as follows:

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

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

**As to Professional:**
Hanson Professional Services, Inc.  
Attention: [Signature]
9015 Town Center Parkway, Suite 105  
Lakewood Ranch, FL 34202  
Email: [Signature@hanson-inc.com]

Notice shall be deemed conveyed upon personal delivery or receipt confirmation. Either Party may change its mailing address by giving written notice to the other Party in accordance with the requirements of this Paragraph 15.
16. **Attorneys’ Fees.** In the event of any controversy, claim, dispute or litigation relating to this Agreement, or the breach hereof, the prevailing Party shall be entitled to recover from the non-prevailing Party the prevailing Party’s costs and expenses, including, without limitation, reasonable attorneys’ fees (through all appeals).

17. **Governing Law and Venue.** This Agreement shall be interpreted under, and its performance governed by, the laws of the State of Florida (excluding any conflict of law rule or principle that would refer to the laws under jurisdiction). Each Party irrevocably submits to the jurisdiction of the Circuit Court of the State of Florida, Collier County, in any action or proceeding arising out of or relating to this Agreement, and each Party hereby irrevocably agrees that all claims with respect to any such action or proceeding must be brought and defended in such court; provided, however, that matters which are under the exclusive jurisdiction of the Federal courts shall be brought in the Federal District Court for the Middle District of Florida. Each Party consents to service of process by any means authorized by the applicable law of the forum in any action brought under or arising out of this Agreement, and each Party irrevocably waives, to the fullest extent each may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. PROFESSIONAL AND THE AUTHORITY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING ARISING UNDER THIS AGREEMENT.

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

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

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

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

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

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

24. **FAA Required Contract Provisions.** See Exhibit B
25. Florida’s Public Records Laws. See Exhibit C.

26. Florida Procurement and Department of Transportation Laws. See Exhibit C

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

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

PROFESSIONAL:

HANSON PROFESSIONAL SERVICES, INC.

a Delaware Corporation

Blake Swafford
Vice President

APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY:

Counsel to the Authority

AUTHORITY:

CITY OF NAPLES AIRPORT AUTHORITY

a political subdivision of the State of Florida

Christopher A. Rozansky
Executive Director
25. **Florida's Public Records Laws.** See Exhibit C.

26. **Florida Procurement and Department of Transportation Laws.** See Exhibit C

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

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

**PROFESSIONAL:**

**HANSON PROFESSIONAL SERVICES, INC.**
a Delaware Corporation

[Signature]

Blake Swafford
Vice President

Approved as to form and legal sufficiency by:

[Signature]

Counsel to the Authority

**AUTHORITY:**

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

[Signature]

Christopher A. Rozansky
Executive Director
AGREEMENT: EXHIBIT A

Description of Services: In addition to all of the obligations of Professional hereunder, the Services to be performed and provided by Professional pursuant to this Agreement shall be described in task orders, which may be executed by the Authority from time to time in Authority's sole and absolute discretion, in accordance with Schedule 1 (titled "Hansol - Statement of Qualifications, February 11, 2019") and Schedule 2 (titled "Hansol Basis of Payment Consulting Services 19 Rev.0") 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 up to 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: A description and breakdown of the tasks and expense categories are described in Schedule 2 (titled "Hansol Basis of Payment Consulting Services 19 Rev.0") 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 subner 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 Assurance - Compliance with Nondiscrimination Requirements. During the performance of this Agreement, Professional, for itself, its assignee, and successors in interest (hereinafter referred to as the “contractor” in this Paragraph (b)) agree as follows:

(1) 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 sub contractors, 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 Paragraph 2449(iii) through (vii) 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 (c)) 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—Eeffectuation 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 term “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 21, the Federal Fair Labor Standards Act (FFLSA), with the same force and effect as if given in full text. The FFLSA 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 are 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.

(b) 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 to 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 § 7401-7671(q) 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
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.

(i) 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 conform 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.

(iii)(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 question, 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 Labor 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) 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/wb347tnsr.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 subcontractor to require 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)(ii), 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 journeyman 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.


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 Act 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 retainerage payments to each subcontractor within [specify 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 While 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 6201 et seq).

(c) 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 considerations 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 impeded 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 those 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 as 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).

(e) Trade Restriction Certification

Professional certifies 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 of a foreign country included in the list of countries that discriminate against U.S. firms as published by the USTR; and

On:Cell GEC RFQ-Service Agreement -Banana

060772.1 4-6-19
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.

(1) 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/smm/comprehensive-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 justifiable 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 audits, 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, 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 certifying 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 Professional.

3. Florida Department of Transportation

(a) Professional acknowledges and agrees that the Florida Department of Transportation (“FDOT”) reserves the right to review and approve of this Agreement and the qualifications of Professional. 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) Professional, 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. Professional shall carry out applicable requirements of 49 CFR part 26 in the award and administration of FDOT-assisted contracts. Failure by Professional to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Authority deems appropriate.

(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 will 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 U.S.C. 1001 and/or Program Fraud Civil Remedies Act of 1986 (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) Professional shall utilize the U.S. Department of Homeland Security E-Verify system to verify the employment eligibility of all new employees hired by the Professional during the term 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.
April 9, 2019

Blake Swafford, PE
Hanson Professional Services Inc.
9015 Town Center Parkway, Suite 105
Lakewood Ranch, FL 34202

RE: Naples Airport
On Call General Engineering Consultant Services

Dear Mr. Swafford,

Your firm was approved as one of two Consultants for Naples Airport On Call General Engineering Consultant Services at the March 2019 NAA Board Regular Meeting.

Attached you will find a scanned copy of our NAA Professional Services Agreement for your signature. Please print, provide the information requested on the following pages, and return two copies of the Service Agreement at your earliest convenience:

- Page 1 – License information
- Page 6 – Notice information
- Page 8 – Execution
- Page 28 – Certifications

Please do not date Page 1, or fill in the Deadline for Satisfactory Completion on Page 9.

After Attorney approval and execution by the Executive Director, I will return one fully signed and dated original contract for your files.

Sincerely,

Ute Vandersluis

Ute Vandersluis
Airport Development Specialist
City of Naples Airport Authority
Phone: 239-643-1166
uvandersluis@flynaples.com
PROFESSIONAL SERVICES AGREEMENT
ON-CALL GENERAL ENGINEERING SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made effective as of the 1st day of April, 2019 (the "Effective Date"), by and between the CITY OF NAPLES AIRPORT AUTHORITY, a political subdivision of the State of Florida (the "Authority"), and EG SOLUTIONS, INC., a Florida Corporation authorized to transact business in the State of Florida ("Professional") (the Authority and Professional each individually a "Party" and collectively the "Parties").

RECATALGS

A. The Professional is a consulting firm, licensed by the State of Florida, (License Numbers: 45.4671065).

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

C. The Authority anticipates instructing Professional to perform and provide the specific services and work for the On-Call General Engineering Consultant Services described in Exhibit A attached hereto and made part of this Agreement (the "Services").

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

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

TERMS

1. Services. This Agreement sets forth the general terms and conditions under which Professional shall perform and provide the Services for the Authority as the Authority instructs from time to time. The specific Services to be performed by Professional for the Authority, and the terms 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, filled by or against Professional, or any other voluntary or involuntary proceeding in any court instituted to declare Professional insolvent or unable to pay its debts. In the event that under applicable law the trustee in bankruptcy or Professional has the right to affirm this Agreement and continue to perform the obligations of Professional hereunder, such trustee or Professional shall, in such time period as may be permitted by the applicable court having jurisdiction, cure all defaults of Professional hereunder outstanding as of the date of the affirmation of this Agreement and provide to the Authority such adequate security and assurances as may be necessary to ensure the Authority the continued performance of Professional’s obligations under this Agreement. Further, the Authority shall receive all of the protections available to creditors under the United States Bankruptcy Code including, but not limited to, section 365 thereof, as amended from time to time.

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

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

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

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

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

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

d. Provide the Authority with prompt notification of any anticipated delays or difficulties in the performance of the Services;
c. 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 claims 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.
Professional. The employees, personnel, subcontractors and agents assigned by Professional to perform the Services shall be qualified to perform the assigned duties and shall be individually licensed, registered and permitted to perform such duties if required by applicable law. Upon request of the Authority, Professional shall provide the Authority with copies of all applicable licenses, registrations and permits of Professional and Professional's employees, personnel, subcontractors and agents required under this Paragraph 7.

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

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

<table>
<thead>
<tr>
<th>Part One:</th>
<th>“Statutory”</th>
</tr>
</thead>
<tbody>
<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:

<table>
<thead>
<tr>
<th>Description</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Products and Completed Operations</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Description</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence – Bodily Injury and Property Damage Combined</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Description</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Annual Aggregate</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

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.

d. General Requirements. Renewal certificates evidencing all of the insurance required under this Paragraph 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 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 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. 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 shall be construed as a waiver of any immunity or limitation of liability the Authority may have under the doctrine of sovereign immunity under Florida Statute section 768.28 or otherwise. The Authority reserves the right, at its option, to participate in the defense of any suit, without relieving Professional of any of its obligations hereunder. The obligations of this Paragraph 9 will survive termination of this Agreement and will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. If the provisions of this Paragraph 9 are found to conflict in any way with Florida or other governing law, then this Paragraph 9 will be considered modified by such laws to the extent necessary to remedy the conflict.

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

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

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

11. No Waiver. The failure of the Authority to enforce at any time, or for any period of time, any one or more of the provisions of this Agreement shall not be construed to be, and shall not be, a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision. The waiver by the Authority of a breach of any provision of this Agreement shall not be deemed a continuing waiver, or a waiver of any subsequent breach of the same or any other provision hereof.

12. Severability. The invalidity of any one or more of the provisions of this Agreement shall not affect the enforceability of any or all of the remaining provisions hereof, all of which are included conditionally upon being valid in law, and, in the vent 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 statutory 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, FL 34104
crozansky@flynaples.com

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

As to Professional: E&G Solutions, Inc.
Attention: Kelly Rubin
9015 Town Center Parkway, Suite 106
Lakewood Ranch, FL 34202
Email: krubino@eg-solutionsinc.com
Notice shall be deemed conveyed upon personal delivery or receipt confirmation. Either Party may change its mailing address by giving written notice to the other Party in accordance with the requirements of this Paragraph 15.

16. **Attorneys’ Fees.** In the event of any controversy, claim, dispute or litigation relating to this Agreement, or the breach hereof, the prevailing Party shall be entitled to recover from the non-prevailing Party the prevailing Party’s costs and expenses, including, without limitation, reasonable attorneys’ fees (through all appeals).

17. **Governing Law and Venue.** This Agreement shall be interpreted under, and its performance governed by, the laws of the State of Florida (excluding any conflict of law rule or principle that would refer to the laws under jurisdiction). Each Party irrevocably submits to the jurisdiction of the Circuit Court of the State of Florida, Collier County, in any action or proceeding arising out of or relating to this Agreement, and each Party hereby irrevocably agrees that all claims with respect to any such action or proceeding must be brought and defended in such court; provided, however, that matters which are under the exclusive jurisdiction of the Federal courts shall be brought in the Federal District Court for the Middle District of Florida. Each Party consents to service of process by any means authorized by the applicable law of the forum in any action brought under or arising out of this Agreement, and each Party irrevocably waives, to the fullest extent each may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. PROFESSIONAL AND THE AUTHORITY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING ARISING UNDER THIS AGREEMENT.

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

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

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

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

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

23. **No Third-Party Beneficiary Intended.** This Agreement is made solely for the benefit of Professional and the Authority, and their respective successors and assigns permitted hereunder, and no other person or entity shall have or acquire any right by virtue of this Agreement.
24. FAA Required Contract Provisions. See Exhibit B
25. Florida’s Public Records Laws. See Exhibit C
26. Florida Procurement and Department of Transportation Laws. See Exhibit C
27. Entire Agreement. This Agreement represents the entire Agreement between Professional and the Authority
    and supersedes all prior agreements, oral or written, and all other communications relating to the subject
    matter hereof. Each Party has had the opportunity to review with counsel the terms of this Agreement and
    to negotiate the same. Therefore, any ambiguity in this Agreement shall not be construed against either
    Party by virtue of having drafted this Agreement.

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

PROFESSIONAL:

EG SOLUTIONS, INC.
a Florida Corporation

Print Name: CHERYL C. QUADY
Print Title: PRESIDENT

Approved as to form and legal sufficiency by:

[Signature]
Quanti to the Authority
Pamela C. Conkle, Esq.

AUTHORITY:

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

[Signature]
Christopher A. Rozansky
Executive Director
24. FAA Required Contract Provisions. See Exhibit B.

25. Florida's Public Records Laws. See Exhibit C.

26. Florida Procurement and Department of Transportation Laws. See Exhibit C.

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

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

PROFESSIONAL:
EG SOLUTIONS, INC.
a Florida Corporation

[Signature]
Print Name: [Name]
Print Title: [Title]

Approved as to form and legal sufficiency by:
Counsel to the Authority

AUTHORITY:

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

[Signature]
Christopher A. Rozansky
Executive Director
AGREEMENT: EXHIBIT A

Description of Services: In addition to all of the obligations of Professional hereunder, the Services to be performed and provided by Professional pursuant to this Agreement shall be described in task orders, which may be executed by the Authority from time to time in Authority's sole and absolute discretion, in accordance with Schedule 1 (titled “Statement of Qualifications for On Call General Engineering Consultant Services – Submitted by EG Solutions, Inc, February 11, 2019”) and Schedule 2 (titled “EG Solutions Inc 2019 Fee Schedule”) 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 April 18, 2020. The Agreement may be renewed for up to three additional one-year terms, 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: A description and breakdowns of the tasks and expense categories are described in Schedule 2 (titled “EG Solutions Inc 2019 Fee Schedule”) 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 sublet 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 Assurance - Compliance with Nondiscrimination Requirements. During the performance of this Agreement, Professional, for itself, its assigns, and successors in interest (hereinafter referred to as the “contractor”) in this Paragraph (b) 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 (c)(i) through (vi) in every subcontract, including procurements of materials and equipment.
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 (c)) 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 (FFLSA), 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, lessee, 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 in 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.

(b) 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 § 740-7671c) 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.

(i) 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 hereeto 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 19(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 5.30(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 conforming 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 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)(i), (3), or (5) 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.

(ii) 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 19(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(1)(1)(v) 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 19(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/wk347/instr.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)(i), 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)(i)(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 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 journeymen’s hourly rate) specified in the Professional’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at least 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 journeymen 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 journeymen 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.

(ii) 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 contracts 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 subcontractors. 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 Act 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, 5, 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.

(a) 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 While 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 6201 et 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 identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Professional agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(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 considerations 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 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 action 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 impeded 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 publishing 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. No 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 youths 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 ensure 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).

(s) Trade Restriction Certification

Professional certifies that it 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 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 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.

1) 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 179, "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/smm/comprehensive-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 (X) 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 (X) 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 (X) 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

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 part of this Agreement based on 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 justifiable 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.

(2) 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.
AGREEMENT: EXHIBIT C
Florida Required Provisions

1. Public Information

(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 100 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://dnss.myflorida.com/purchasing.

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

3. Florida Department of Transportation

(a) Professional acknowledges and agrees that the Florida Department of Transportation (“FDOT”) reserves the right to review and approve of this Agreement and the qualifications of Professional. 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) Professional, 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. Professional shall carry out applicable requirements of 49 CFR part 26 in the award and administration of FDOT-assisted contracts. Failure by Professional to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Authority deems appropriate.

(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 U.S.C. 1001 and/or Program Fraud Civil Remedies Act of 1986 (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) Professional shall utilize the U.S. Department of Homeland Security E-Verify system to verify the employment eligibility of all new employees hired by the Professional 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.
To: Honorable Chair and Commissioners
From: Christopher A. Rozansky, Executive Director
By: Virginia Bendle, Sr. Manager of Human Resources
Meeting Date: April 18, 2019
Re: ACTION ITEM

4. Authorize the Executive Director to Renew Employee Benefits and add Group Short Term Disability Coverage in an amount not to exceed $967,851

**ACTION REQUESTED:** Board authorization for the following:

1. Approval of the renewal of employee benefits effective May 1, 2019
2. Approval to add a group Short Term Disability benefit effective May 1, 2019

**BACKGROUND:** The Executive Director has responsibility and authority for employee benefits under the Delegation of Powers, Section VII, Human Resources. The benefits package is a dominant factor in attracting and retaining talent at the Authority.

Virginia Bendle worked with Baldwin Krystyn Sherman Partners (BKS), the Authority’s benefits broker, to negotiate the benefits renewal and solicit proposals from insurers in the marketplace to bring the best options for consideration. Based on recommendations by BKS as a result of the proposals received, we bring forward the following:

**Health Insurance**

The Authority offers three (3) types of medical plans which have varying deductibles, co-insurance, co-pays, prescription coverage, and maximum out-of-pocket limits. The Authority contributes toward the employee’s coverage in all of the plans ($0 cost to the employee for the higher deductible PPO and H.S.A. plans) plus a portion of the additional cost of spouse or family coverage. Each employee may choose the plan that best suits his/her individual need and budget.

The broker received the renewal proposal and a proposal from one other insurance company. Other carriers declined to quote. The 2019 renewal rates with Blue Cross Blue Shield (BCBS) of Florida have been negotiated to an overall increase of 0% and the broker recommends...
staying with BCBS. We recommend renewing the three plans with the same coverage as in past years.

Dental

The Authority contributes toward dental insurance for employees and dependents. With approval we will again offer two (2) dental plans: Gold and Silver. The Gold Plan provides richer benefits for those employees who wish to pay the additional premium. The Guardian dental renewal was negotiated to a 0% increase, and the benefits and rates are competitive with other carriers. BKS recommends staying with the Guardian plans. We agree with this recommendation.

Vision, Life, AD&D and LTD

The Authority provides and fully pays for Life and Accidental Death and Dismemberment (AD&D) and Long-Term Disability (LTD) insurance. The Vision coverage is voluntary (the Authority does not contribute to the cost for coverage). Guardian did not increase the premium rates for these plans. We recommend that we stay with Guardian as insurer for Life, AD&D, LTD and Vision insurances.

Other Benefits

The Authority will, with approval, continue to participate in and fund the cost of ancillary benefits that prove to enhance the Authority’s retention and recruitment efforts and benefit cost-savings strategies. These benefits include the Medical Advocacy Program (MAP), a service that assists employees in finding the best qualified and least costly doctors and other providers within our BCBS network. Likewise, the Authority will continue to offer the Flexible Spending Account (FSA) program administered by TASC. The Health Savings Account is offered to employees in the H.S.A. health plan, and is administered by Health Equity. Teladoc will also continue as a benefit and cost-savings strategy as telemedicine saves employees the cost of a doctor’s copay and time, while saving the health plan the cost of office visit fees.

In addition to the renewal of the current benefits, this year we recommend adding a group Short Term Disability plan to the benefits provided by the Authority. Currently, coverage is available as a voluntary benefit; however, only 33 employees have elected this coverage. According to the Job Accommodation Network, an injured worker is less likely to return to work the longer he or she is on leave. A group benefit more closely aligns with the Authority’s procedures encouraging a return to work. BKS was able to obtain two quotes for this coverage. One carrier was not competitive offering a rate 80% higher than the other. Guardian is offering the lowest premium rate. BKS recommends Guardian, and we agree. The annual cost of this benefit to the Authority is $26,091.00.
**COMMUNICATIONS PLAN:** Employees will make benefit selections through the ADP Workforce Now program. All benefit information is distributed through e-mail and the ADP system with a paper option offered to those who have a specific request.

**FINANCIAL IMPACT:** The FY2019 Operating Budget anticipated a ten percent (10%) increase in the employer’s cost of employee health and benefit plans for the May 1st renewal. Because of the 0% overall renewal rate, the budget impact will be minimal and only for plan premiums based on salary and age, such as Life, LTD and AD&D, and changes in enrollment choices. The total annual cost of the benefits is $967,851.00 (not including retirement plan costs). This is a 5.9% increase over the prior year, including the addition of the Short Term Disability benefit.

For the remainder of fiscal year 2019 and beyond, the health care industry is expected to continue trending at average premium increases of 6-10%. The Authority has completed four (4) annual ACA reporting cycles of health care participation. The plans we offer and the employee costs are well within the definitions found in the law. We will continue to monitor the implications of potential ACA repeal and its replacement laws very closely through our broker.
# Enrollment Summary

For Groups with 51+ Eligible Employees

## Medicare Secondary Payor Compliance

**Multi-employer Plan:** a plan sponsored by more than one employer. **Multi-employer plan:** a plan jointly sponsored by employers and unions.

If you are a single employer plan:

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☑</td>
</tr>
</tbody>
</table>

**Our Company employed 20 or more employees** each working day in 20 or more calendar weeks during the current or preceding calendar year.

If you are a single employer, multiple employer, or multi-employer plan:

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☑</td>
</tr>
</tbody>
</table>

**Our Company employed 100 or more employees** on 50 percent or more of the business days during the preceding calendar year.

If you are a multiple employer or a multi-employer plan:

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☑</td>
</tr>
</tbody>
</table>

**Our Company employed Health Plan (GHP) employed 20 or more employees** for 20 or more weeks in either the current or preceding calendar year.

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☑</td>
</tr>
</tbody>
</table>

**At least one of the employers in our GHP employed 20 or more employees** for 20 or more weeks in either the current or preceding calendar year.

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☑</td>
</tr>
</tbody>
</table>

**All employers in our GHP employed fewer than 20 employees** for 20 or more weeks in either the current or preceding calendar year.

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑</td>
<td>☐</td>
</tr>
</tbody>
</table>

**Employee** includes all full and/or part-time employees

## Common Ownership/Controlled Group Compliance

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑</td>
<td>☐</td>
</tr>
</tbody>
</table>

**Our Company is part of a common ownership or Controlled Group as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") states that all persons treated as a single employer under subsection (b), (c), (m), or (e) of section 414 of the Internal Revenue Code of 1986 shall be treated as one employer.**

## General Information

<table>
<thead>
<tr>
<th>Group Name</th>
<th>CITY OF NAPLES AIRPORT AUTHORITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group Number</td>
<td>90742</td>
</tr>
<tr>
<td>Tax ID #</td>
<td>59-1318107</td>
</tr>
<tr>
<td>Group Sales Rep/Agent</td>
<td>MATTHEW STAPLES</td>
</tr>
<tr>
<td>Effective Date</td>
<td>05/01/2019</td>
</tr>
</tbody>
</table>

**Employer Contribution Toward Employees Premium**

- a. Small Group (required) 100% 1-3 employees, 80% 4-40 employees
- b. Large Group (recommended) 50% 51+ employees

| What was the average total number of all employees (full-time, part-time, and seasonal) in the previous calendar year? | 78 |

## II. Recap of Employee Participation

Participation must be collected in certain scenarios. Please use the drop down and select the option that most fits your company. Renewal with 76 or more Enrolled without Benefit Changes

Please read the information below and provide electronic signatures when the document is completed.

I certify that the above information is correct to the best of my knowledge. I understand that this information will be used to determine my company's compliance with Blue Cross Blue Shield of Florida, Inc. and/or Health Options, Inc. eligibility and Underwriting Guidelines, as well as the applicability of State and Federal laws relating to my company and plan. Blue Cross Blue Shield of Florida, Inc. and/or Health Options, Inc. reserves the right to request a UCT-9 or other documentation as evidence of business activity at any time and from time to time in order to validate my compliance with eligibility and Underwriting Guidelines, as well as validate the applicability of State and Federal laws.

I understand that any person who knowingly and with intent to injure, defraud, or deceive any Insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Officer of the Company's Signature: [Signature]

Date/Time Field: 11/11/11
Date: April 18, 2019

Florida Blue
4800 Deerwood Campus Parkway
Jacksonville, FL 32246

Re: Group Name: CITY OF NAPLES AIRPORT AUTHORITY

Group Number: 90742

To Whom It May Concern,

Please allow this letter to serve as confirmation that I approve of the following commission to be paid to my agent of record by Florida Blue and acknowledge that the commission is included in the rates:

Commission Percentage: 6 %

Agent Name: GARRETT GARDI

Agency Name: BALDWIN KRYSTYN SHERMAN PARTNERS LLC

Contract Period: 05/01/2019 TO 4/30/2020

If you have any questions or concerns, please do not hesitate to contact me.

Thank you,

Christopher A. Rozansky
Executive Director
Premium Collection Form

Company Name: City of Naples Airport Authority
Client TASC ID: 4207-3651-4910

Branch: ____________________________

If you have multiple branches, subsidiaries, or locations and offer different benefit plans/premiums for each, please complete a separate form for each group.

PLEASE NOTE: To maintain compliance with federal law, TASC COBRA requires that any changes in rates must be submitted to TASC by the 15th of the month prior to the effective date. Failure to supply any changes in rates by this deadline will result in a delay of the effective date for the rate change. If received after this 15th of the month prior, implementation will be delayed until the end of the month following the month for which rates were received. Rates received January 31 will generally be effective no earlier than March 1. TASC cannot charge Participants for retrospective premium changes. If you fail to communicate any changes in rates before TASC’s deadline, you may have to pay the premium difference to your carrier. TASC will not have any liability for any losses in premium differences due to a Plan Sponsor’s failure to communicate rate changes or corrections to TASC in a timely manner.

RETIREE BILLING SET UP INFORMATION (skip for COBRA plans)
Will TASC send election packets for Retiree Billing? [ ] Yes [ ] No
Will TASC provide payment coupons for Retiree Billing? [ ] Yes [ ] No
Does client want to change 100% for the premiums? [ ] Yes [ ] No
Does client want to change 150% for the disability premiums? [ ] Yes [ ] No (not an option for fully insured plans in MN)

Authorized Signature: ____________________________ Date: 4/6/19

PLAN 1 INFORMATION
Effective Date: 9/1/2019
Plan Name: BCBS BlueOpt 0519005191 Med

Plan Type: [ ] Medical [ ] RX [ ] Dental [ ] Vision [ ] FSA (Healthcare Reimbursement Account) [ ] HRA [ ] EAP [ ] Life

Is this Plan bundled with another plan? [ ] Yes [ ] No
Is this an existing plan for which the rates and setup are not changing? [ ] Yes [ ] No (No other information needs to be completed for this plan)
Is this a new plan? [ ] Yes [ ] No
Is this a new carrier? [ ] Yes [ ] No
If this is a new carrier, have you authorized carrier to work with TASC related issues? [ ] Yes [ ] No (If no, please do so.)
Carrier Name: Florida Blue
Group Number: 50742

Rate area needs to be completed only if carrier notifications have been arranged with TASC.

How will we notify Eligibility Contact: [ ] Email [ ] Fax
Please provide effective contact information below.

Contact Name: ____________________________
Contact Title: ____________________________
Contact Phone #: ____________________________ Contact Fax #: ____________________________
Contact Email: ____________________________

[ ] Self-funded [ ] Fully Insured [ ] What state is the plan written in? Florida

Are dependents eligible for this plan? [ ] Yes [ ] No
When does group coverage terminate after qualifying event? [ ] Event Date: ____________________________ [ ] Month End following Event Date: ____________________________

Monthly Premiums – Rates should not include 2% administration fee.

For FSA plans only, what is the Plan Year End Date:

If rates are based on coverage tiers:
[ ] Single Only $538.81
[ ] Single + Spouse $1,235.25
[ ] Single + Children $894.97
[ ] Single + Family $1,619.31
[ ] Single + 1 Dependent

(If rates are age-rated or based on other composite factors, please attach table and indicate only plans that are in use.)

What date should be used to determine participant’s age:
[ ] Date of Birth [ ] Plan Start Date

Which date of birth should be used to determine spouse’s age:
[ ] Spouse’s DOB [ ] Participant’s DOB

TASC 1 2302 International Lane Madison, WI 53704-3140 1-800-422-4661 www.tasconline.com
PLAN 2 INFORMATION

Effective Date: 5/1/2019
Plan Name: Florida Blue PPO 5772
Plan Type: ☐ Medical ☐ RX ☐ Dental ☐ Vision ☐ FSA (Healthcare Reimbursement Account) ☐ HRA ☐ EAP ☐ Life

Is this Plan bundled with another plan? ☐ No ☐ Yes, bundled with: 

(Please record detail in the next plan section. Depending on the format of bundled plans, TASC may have to display bundled plan names individually on election notice.)

Is this an existing plan for which the rates and setup are not changing? ☐ Yes (no other information needs to be completed for this plan) ☐ No

Is this a new plan? ☐ No, rate change for existing plan ☐ Yes (and replaces benefit plan):

If this is a new carrier, have you authorized carrier to work with TASC on COBRA related issues? ☐ Yes ☐ No (if no, please do so.)

 Carrier Name: Florida Blue
 Group Number: 90743

Base area needs to be completed only if carrier notifications have been arranged with TASC.

How will we notify eligibility? Contact: ☐ Email ☐ Fax

Please provide eligibility contact information below. ☐ Check box if carrier contact information has not changed since last renewal.

Contact Name: ☐ Contact Title: 

Contact Phone #: ☐ Contact Fax #: ☐ Contact Email:

☐ Self-funded ☐ Fully Insured What state is the plan written in?

Are dependents eligible for this plan? ☐ Yes ☐ No

When does group coverage terminate after qualifying event? ☐ Event Date ☐ Month End following Event Date ☐ Other:

Monthly Premiums – Rates should not include 2% administrative fee.

For FSA plans only, what is the Plan Year End Date:

If rates are based on coverage tiers:

☐ Single Only $504.89 ☐ Single + Spouse $1,439.64
☐ Single + 1 Child ☐ Single + Children $1,113.00
☐ Single + Family $1,887.25 ☐ Single + 1 Dependent

(If rates are age-rated or based on other composite factors, please attach table and indicate only plans that are in use.)

What date should be used to determine participant’s age:

☐ Date of Birth ☐ Plan Start Date

Which date of birth should be used to determine spouse’s age:

☐ Spouse DOB ☐ Participant’s DOB

PLAN 3 INFORMATION

Effective Date: 5/1/2019
Plan Name: Florida Blue PPO 3559
Plan Type: ☐ Medical ☐ RX ☐ Dental ☐ Vision ☐ FSA (Healthcare Reimbursement Account) ☐ HRA ☐ EAP ☐ Life

Is this Plan bundled with another plan? ☐ No ☐ Yes, bundled with: 

(Please record detail in the next plan section. Depending on the format of bundled plans, TASC may have to display bundled plan names individually on election notice.)

Is this an existing plan for which the rates and setup are not changing? ☐ Yes (no other information needs to be completed for this plan) ☐ No

Is this a new plan? ☐ No, rate change for existing plan ☐ Yes (and replaces benefit plan):

If this is a new carrier, have you authorized carrier to work with TASC on COBRA related issues? ☐ Yes ☐ No (if no, please do so.)

 Carrier Name: Florida Blue
 Group Number: 90742

Base area needs to be completed only if carrier notifications have been arranged with TASC.

How will we notify eligibility? Contact: ☐ Email ☐ Fax

Please provide eligibility contact information below. ☐ Check box if carrier contact information has not changed since last renewal.

Contact Name: ☐ Contact Title: 

Contact Phone #: ☐ Contact Fax #: ☐ Contact Email:

☐ Self-funded ☐ Fully Insured What state is the plan written in?

Are dependents eligible for this plan? ☐ Yes ☐ No

When does group coverage terminate after qualifying event? ☐ Event Date ☐ Month End following Event Date ☐ Other:

Monthly Premiums – Rates should not include 2% administrative fee.

For FSA plans only, what is the Plan Year End Date:

If rates are based on coverage tiers:

☐ Single Only $705.78 ☐ Single + Spouse $1,879.75
☐ Single + 1 Child ☐ Single + Children $1,208.63
☐ Single + Family $3,202.03 ☐ Single + 1 Dependent

(If rates are age-rated or based on other composite factors, please attach table and indicate only plans that are in use.)

What date should be used to determine participant’s age:

☐ Date of Birth ☐ Plan Start Date

Which date of birth should be used to determine spouse’s age:

☐ Spouse DOB ☐ Participant’s DOB

TASC 1 2302 International Lane I Madison, WI 53704-3140 I 800-422-4661 I www.tasconline.com
PLAN 4 INFORMATION

Effective Date: 5/1/2019  
Plan Name: Guardian High Dental

Plan Type:□ Medical  □ RX  □ Dental  □ Vision  □ FSA (Healthcare Reimbursement Account)  □ HRA  □ EAP  □ Life

Is this Plan bundled with another plan? □ No □ Yes, bundled with: ______

(If you have other information that is not recorded in the section above, please contact us)

Is this a new plan? □ No, rate change for existing plan □ Yes And replaces benefit plan: ______

If this is a new carrier, have you authorized carrier to work with TASC on COBRA related issues? □ Yes □ No (If so, please do so.)

Carrier Name: Guardian  
Group Number: 598688

Based area needs to be completed only if carrier notifications have been arranged with TASC.

How will we notify Eligibility Contact: □ Email  □ Fax

Please provide eligibility contact information below. □ Check box if carrier contact information has not changed since last renewal.

Contact Name:  
Contact Title:  
Contact Phone #:  
Contact Fax #:  
Contact Email:

Self-funded □ Fully Insured □ What state is the plan written in? Florida

Are dependents eligible for this plan? □ Yes □ No

When does group coverage terminate after qualifying event? □ Event Date  □ Month End following Event Date  □ Other ______

Monthly Premiums – Rates should not include 2% administration fee.

For FSA plans only, what is the Plan Year End Date: ______

If rates are based on coverage tiers:

□ Single Only $94.72  □ Single + Spouse $74.59  □ Single + Child $109.34  □ Single + Family $140.07  □ Single + 1 Dependent

(If rates are age-rated or based on other composite factors, please attach table and indicate only plans that are in use.)

What data should be used to determine participant’s age:

□ Date of Birth  □ Plan Start Date

Which date of birth should be used to determine spouse’s age:

□ Spouse DOB  □ Participant’s DOB

PLAN 5 INFORMATION

Effective Date: 5/1/2019  
Plan Name: Guardian Low Dental

Plan Type: □ Medical  □ RX  □ Dental  □ Vision  □ FSA (Healthcare Reimbursement Account)  □ HRA  □ EAP  □ Life

Is this Plan bundled with another plan? □ No □ Yes, bundled with: ______

(If you have other information that is not recorded in the section above, please contact us)

Is this an existing plan for which the rates setup and are not changing? □ Yes (If so, other information needs to be completed for this plan) □ No

Is this a new plan? □ No, rate change for existing plan □ Yes And replaces benefit plan: ______

If this is a new carrier, have you authorized carrier to work with TASC on COBRA related issues? □ Yes □ No (If so, please do so.)

Carrier Name: Guardian  
Group Number: 598688

Based area needs to be completed only if carrier notifications have been arranged with TASC.

How will we notify Eligibility Contact: □ Email  □ Fax

Please provide eligibility contact information below. □ Check box if carrier contact information has not changed since last renewal.

Contact Name:  
Contact Title:  
Contact Phone #:  
Contact Fax #:  
Contact Email:

Self-funded □ Fully Insured □ What state is the plan written in? Florida

Are dependents eligible for this plan? □ Yes □ No

When does group coverage terminate after qualifying event? □ Event Date  □ Month End following Event Date  □ Other ______

Monthly Premiums – Rates should not include 2% administration fee.

For FSA plans only, what is the Plan Year End Date: ______

If rates are based on coverage tiers:

□ Single Only $99.02  □ Single + Spouse $90.45  □ Single + Child $82.18  □ Single + Family $107.20  □ Single + 1 Dependent

(If rates are age-rated or based on other composite factors, please attach table and indicate only plans that are in use.)

What data should be used to determine participant’s age:

□ Date of Birth  □ Plan Start Date

Which date of birth should be used to determine spouse’s age:

□ Spouse DOB  □ Participant’s DOB

TASC | 2302 International Lane | Madison, WI 53704 | 800-422-4661 | www.tasconline.com
PLAN 6 INFORMATION

Effective Date: 5/1/2019
Plan Name: Guardian Vision

Plan Type: □ Medical □ RX □ Dental □ Vision □ FSA (Healthcare Reimbursement Account) □ HRA □ EAP □ Life

Is this plan bundled with another plan? □ No □ Yes, bundled with: 

(If yes, please specify.)

Is this an existing plan for which the rates and setup are not changing? □ No (if no, please do not complete this section.)

Is this a new plan? □ Yes □ No, rate change for existing plan □ Yes □ No, replaces benefit plan:

If this is a new carrier, have you authorized carrier to work with TASC on COBRA related issues? □ Yes □ No

Carrier Name: Guardian
Group Number: 020668

Based area needs to be completed only if carrier notifications have been arranged with TASC.

How will we notify Eligibility Contact: □ Email □ Fax

Please provide eligibility contact information below: □ Check box if carrier contact information has not changed since last renewal.

Contact Name: 
Contact Title: 
Contact Phone #: 
Contact Fax #: 
Contact Email: 

□ Self-funded □ Fully Insured □ What state is the plan written in? Florida

Are dependents eligible for this plan? □ Yes □ No

When does group coverage terminate after qualifying event? □ Event Date □ Month End Following Event Date □ Other

Monthly Premiums - Rates should not include 2% administration fee.

For FSA plans only, what is the Plan Year End Date?

If rates are based on coverage tiers:
□ Single Only $10.53
□ Single + Spouse $17.00
□ Single + 1 Child $10.74
□ Single + 1 Dependent

(If rates are age-rated or based on other composite factors, please attach table and indicate only plans that are in use.)

What date should be used to determine participant's age: □ Date of Birth □ Plan Start Date

What date of birth should be used to determine spouse's age: □ Spouse DOB □ Participant's DOB

If more plans exist, please append another form.
Please fax completed form(s) to 608-663-2753.
LEADERSHIP TEAM REPORT
March 2019 – April 2019

FOSTER A VALUED, ENGAGED AND EMPOWERED WORKFORCE

Directors and managers completed a leadership development workshop with executive coaching consultant, Mina Merkel, of M2 on April 5th. The workshop focused on delegation as a final outcome of situational leadership, and accountability as a leader, which is a core value within NAA.

The Human Resources team attended the HR Law & Solutions Seminar on March 29th, joining over 300 HR professionals from the area to hear updates in legislative and case law. They also attended a presentation on responding during an active shooter situation and HR’s role in the aftermath. Guest speaker, Andy Masters, CSP, M.A., concluded the all-day seminar with a presentation, HR Leadership Lessons.

The Senior Director of Development attended the Statewide Continuing Florida Aviation System Planning Process (CFASPP) meeting in Lakeland, FL on April 3rd. Florida Department of Transportation (FDOT) provided an update of ongoing projects, and a representative with the Federal Aviation Administration (FAA) provided an agency update that included information on some of the concerns surrounding drone activity, including their tracking and the tools that may be utilized once a drone operator has been identified.

The Senior Director of Development attended the inaugural FDOT Florida Airports Professional Academy (FAPA) on April 8th. The two-day course included a presentation explaining the functions and resources offered by FDOT, a presentation on the Joint Automated Capital Improvement Program (JACIP) followed by a demonstration of the use and requirements of the JACIP. Future courses will be held in different parts of the state, allowing staff to attend without a major travel commitment.

A post-season employee appreciation event will be held on April 26th to thank staff for providing service excellence during our busiest time of year. The event will include a catered lunch and staff photo.

PROVIDE SERVICE EXCELLENCE EVERY DAY

NAA welcomed Vice President Pence on March 28th, which was coordinated with Secret Service and military personnel. The Vice President’s visit included operations with a military C-17 Globemaster and a Boeing C-32 using the call sign Air Force Two.

The Leasing and Badging office is now located on the first floor of the Airport Office Building. All leasing and most badging activities will be handled in the new location to provide an increased level of customer service for our customers and employees.
The Operations Department coordinated with the Airport Development Specialist to complete revisions to the Airport Emergency Plan (AEP) and Airport Certification Manual (ACM), which included the recently completed construction project (Taxiway Delta D) and submitted them to the Federal Aviation Administration (FAA) for approval.

The electrical transfer switch was replaced in the Airfield Electrical Vault. This switch engages the generator when there is a loss of utility power. The original switch gear was installed in 1994 shortly after the air traffic control tower was constructed.

Annual preventative maintenance on the stationary generators has commenced in preparation for Hurricane season. NAA currently has eight stationary diesel-powered generators serving key facilities around the airport.

Staff communicated the Everbridge Emergency Communications program to tenants in the March-April 2019 newsletter. The system will provide efficient communications to our airport community during times when the distribution of real-time information is vital, such as the upcoming 2019 hurricane season.

Naples Air Traffic Control Tower Manager, Rich Hitt in partnership with the FAA, hosted the annual Runway Safety Action Team (RSAT) meeting March 26th. This meeting brings together airport management, tenants and airport business personnel to discuss concerns, recommendations and proactive solutions to enhance runway and surface safety, as runway and surface incursions remain a serious concern nationally.

Staff has been proactively researching the technology and regulations surrounding Unmanned Aircraft Systems (UAS)/Drone operations in proximity to airports. As a result of coordination with local agencies, staff created an informational flyer with current regulations and available resources listed. The flyer will be made available to local agencies including the City and County for their use with special events and published on the airport website for local operators.

**Aircraft Rescue and Firefighting Facility** - Bids were received March 29th. Owen Ames Kimball was the lowest compliant bidder. Board approval for the construction will be requested at the April Regular meeting.

**Irma Recovery** - A portion of the hurricane damaged hangar doors have been replaced. The remaining doors were manufactured incorrectly and have been reordered, causing a delay in final completion of the door replacement. As approved by the Board, ten additional doors will be replaced as part of our annual maintenance of the NAA T-hangars. These will be replaced at the contract bid price for hurricane repairs but paid for separately from the insurance claim. The first four doors will be delivered in mid-April.

**Fuel Farm Expansion** – The contractor continues to work with staff on submittals required for the project. Due to the tank manufacturer’s lead time of approximately 20 weeks, actual construction is estimated to commence in May or June. A Notice to Proceed for the construction was issued on April 8th.
Conservation Area Exotic Vegetation Removal – A Request for Proposals (RFP) for the 2019 Exotic Vegetation Removal was advertised on March 18th. This project consists of removing exotic vegetation from the conservation area along the Gordon River. As part of the mitigation agreement for the conservation area, the NAA is required to maintain exotic vegetation at less than 5% of the total vegetation. A South Florida Water Management District (SFWMD) Representative periodically inspects the area for compliance.

General Aviation Terminal (GAT) Remodel Evaluation Phase I – A contract has been issued to Schenkel Shultz Architecture for the project’s Phase I, Evaluation of the GAT. The initial kick-off meeting for the project with NAA staff will be scheduled for late April.

Alerts

There were five (5) alerts for the month of March 2019.

<table>
<thead>
<tr>
<th>DATE</th>
<th>ALERT</th>
<th>TYPE A/C</th>
<th>PROBLEM</th>
<th>RESULT</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/3/2019</td>
<td>3</td>
<td>Citation X</td>
<td>Pilot reported smoke in cockpit after take-off.</td>
<td>Returned to APF without incident.</td>
</tr>
<tr>
<td>3/9/2019</td>
<td>1</td>
<td>Cirrus SR22</td>
<td>Low Cylinder Head Temp Indication.</td>
<td>Returned to APF without incident.</td>
</tr>
<tr>
<td>3/12/2019</td>
<td>6</td>
<td>Sea Ray (Seaplane)</td>
<td>Landed grass strip; tailwheel did not extend.</td>
<td>Aircraft was removed from the movement area. No injuries.</td>
</tr>
<tr>
<td>3/11/2019</td>
<td>6</td>
<td>C172</td>
<td>Left main flat tire in the run-up area.</td>
<td>Aircraft was removed from the movement area. No injuries.</td>
</tr>
<tr>
<td>3/18/2019</td>
<td>3</td>
<td>PA28</td>
<td>While landing RWY 5, pilot lost control of aircraft during rollout due to too much speed and exited the RWY surface.</td>
<td>Aircraft was removed from the movement area for repairs. No injuries.</td>
</tr>
<tr>
<td>3/22/2019</td>
<td>3</td>
<td>PA24</td>
<td>Landing gear only partially extended.</td>
<td>Gear collapsed upon touchdown. Aircraft was removed from the movement area for repairs. No injuries.</td>
</tr>
</tbody>
</table>

Jet A Fuel Programs

Contract fuel program has increased to 59% of the total gallons sold for the month of March 2019. The Prepaid program has decreased from 32% to 21% of the overall total gallons sold since October 2018. We expect this trend to continue until the Prepaid program is discontinued on May 31, 2019.
AvTrip Program

<table>
<thead>
<tr>
<th>Gallons Sold by Program</th>
<th>Full Retail</th>
<th>Discount</th>
<th>Contract</th>
<th>Prepaid Program</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>446,156</td>
<td>87,763</td>
<td>1,149,849</td>
<td>331,921</td>
<td>2,015,689</td>
<td></td>
</tr>
<tr>
<td>% by Program</td>
<td>22.1%</td>
<td>4.4%</td>
<td>57.0%</td>
<td>16.5%</td>
<td>100.0%</td>
</tr>
<tr>
<td>Cost of AvTrip Points by Fuel Program</td>
<td>$8,923</td>
<td>$1,755</td>
<td>$22,997</td>
<td>$6,638</td>
<td>$40,314</td>
</tr>
</tbody>
</table>

COMMITTED TO SUSTAINABILITY

Outreach

The Operations staff, in association with the Military Museum, held two (2) flag retirement ceremonies on March 8th and 13th, retiring over 1,000 flags.

The FBO Manager and the Human Resources Coordinator attended the Lely High School Career Fair to educate and inspire students about the variety of potential career opportunities with the NAA and the aviation industry.

The Director of Communications and Human Resources Coordinator attended the Gulf Coast High School Career Fair to educate and inspire students about the variety of potential career opportunities with the NAA, and the aviation industry.

Staff attended the monthly Naples Pilot’s Association (NPA) meeting on March 27th. The Executive Director gave a presentation on the Master Plan.

The next series of Master Plan public outreach events will be held on April 30th at the Naples Regional Library and on May 1st at the Commercial Terminal. These events have been advertised in the Naples Daily News on March 31st, April 3rd and April 5th. In addition, a press release was distributed and published by Gulfshore Business, it has been posted to the airport website, sent to Home Owners Associations and emailed to the NAA subscriber list.
The Director of Communications attended the Greater Naples Chamber of Commerce monthly Wake Up Naples meeting on April 3rd. The meeting featured a presentation by Dr. Jerry Parrish, Chief Economist with the Florida Chamber Foundation.

Staff and NCC member, Mr. Harvey Cohen, distributed airport information at the annual Collier County Mosquito Control District (CMCD) Open House on April 6th. Approximately 350 local community members attended.

Tours

During the month of March, three (3) tours were conducted. Of these tours, one was a group of 10 students from an Aeronautics class with the Village School of Naples. The tour stops included Collier Mosquito Control District, MedFlight, the Collier County Sheriff’s Hangar, the Aircraft Rescue and Firefighting Station and Naples Jet Center. The group concluded its tour at the Experimental Aircraft Association (EAA) hangar where attendees learned about the Naples Aviation Youth Build Program and Young Eagles.
The following is a high-level summary for March 2019, plus information on upcoming events:

**March 2019 compared to March 2018:**

- Total Aircraft operations are down 6.1%
- IFR (Instrument Flight Rules) operations are up 1.2%
- VFR (Visual Flight Rules) operations are down 12.4%
- Voluntary curfew (10pm – 7am) operations are down 1.0%
- 72.76% of the operations occurred during the “shoulder hours” in March 2019 as compared to 76.5% during March 2018.
- Voluntary curfew compliance rate is 98.1% in March 2019, as compared to 97.9% in March 2018.

**FY 2019 compared to FY 2018 (October- March):**

- Total Aircraft operations are up 1.5%
- IFR (Instrument Flight Rules) operations are up 1.3%
- VFR (Visual Flight Rules) operations are up 1.6%
- Voluntary curfew (10pm – 7am) operations are down 1.6%
- Voluntary YTD curfew compliance rate is 98.4% for FY 2019 and 98.3% for FY 2018.

The next Noise Compatibility Committee Regular Meeting is scheduled for Thursday, April 25, 2019, at 9 a.m., in Airport Office Building Conference Room located at 200 Aviation Drive North, 2nd floor. The public is encouraged to attend.

Videos of NCC Meetings are available for viewing at:
http://www.flynaples.com/ncc-meetings-minutes/.

NCC and NAA Annual Reports are posted on the Authority’s website at:
https://flynaples.com/annual-reports/.
Naples Airport - Operations Summary
Prepared by the Naples Airport Authority
March 2019

Day and Night Operations Annual & Current Month

<table>
<thead>
<tr>
<th>Year</th>
<th>Night Operations</th>
<th>Day Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2000</td>
<td>120,291</td>
<td>597,820</td>
</tr>
<tr>
<td>FY 2005</td>
<td>163,434</td>
<td>586,614</td>
</tr>
<tr>
<td>FY 2010</td>
<td>86,187</td>
<td>614,320</td>
</tr>
<tr>
<td>FY 2017</td>
<td>95,018</td>
<td>632,720</td>
</tr>
<tr>
<td>Mar-2018</td>
<td>112,262</td>
<td>620,488</td>
</tr>
<tr>
<td>Mar-2019</td>
<td>12,500</td>
<td>632,720</td>
</tr>
<tr>
<td>Total Operations</td>
<td>12,732</td>
<td>632,720</td>
</tr>
<tr>
<td>Night Operations</td>
<td>3,282</td>
<td>84,214</td>
</tr>
<tr>
<td>Day Operations</td>
<td>117,009</td>
<td>548,606</td>
</tr>
<tr>
<td>% Night Operations</td>
<td>2.7%</td>
<td>1.9%</td>
</tr>
</tbody>
</table>

Voluntary Curfew (10 pm to 7 am) enacted May 1996

Night Operations by Hour - Current Month

72.76% of night operations took place during the hours of 10 pm - midnight and 6 a.m. - 7 a.m.

Voluntary Curfew Activity by Aircraft Category, Current Month

<table>
<thead>
<tr>
<th>Category</th>
<th>Arrivals</th>
<th>Departures</th>
<th>Total</th>
<th>% of Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jets</td>
<td>54</td>
<td>35</td>
<td>89</td>
<td>31%</td>
</tr>
<tr>
<td>Turboprops</td>
<td>10</td>
<td>5</td>
<td>15</td>
<td>5%</td>
</tr>
<tr>
<td>Helo</td>
<td>58</td>
<td>57</td>
<td>115</td>
<td>40%</td>
</tr>
<tr>
<td>Public Service</td>
<td>2</td>
<td>1</td>
<td>3</td>
<td>1%</td>
</tr>
<tr>
<td>Total</td>
<td>164</td>
<td>126</td>
<td>290</td>
<td>23%</td>
</tr>
<tr>
<td>% of Activity</td>
<td>57%</td>
<td>43%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Leadership Team Report

April 18, 2019

US Customs and Border Protection Aircraft Clearings

<table>
<thead>
<tr>
<th>Year</th>
<th>Cleared and Stayed</th>
<th>Cleared and Departed</th>
<th>Total Cleared</th>
<th>Cleared and Stayed</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2011*</td>
<td>304</td>
<td>6</td>
<td>310</td>
<td>98.1%</td>
</tr>
<tr>
<td>FY 2012</td>
<td>492</td>
<td>16</td>
<td>508</td>
<td>96.9%</td>
</tr>
<tr>
<td>FY 2013</td>
<td>549</td>
<td>12</td>
<td>561</td>
<td>97.9%</td>
</tr>
<tr>
<td>FY 2014</td>
<td>762</td>
<td>26</td>
<td>788</td>
<td>96.7%</td>
</tr>
<tr>
<td>FY 2015</td>
<td>874</td>
<td>32</td>
<td>906</td>
<td>96.5%</td>
</tr>
<tr>
<td>FY 2016</td>
<td>1025</td>
<td>47</td>
<td>1072</td>
<td>95.6%</td>
</tr>
<tr>
<td>FY 2017</td>
<td>1204</td>
<td>22</td>
<td>1226</td>
<td>98.2%</td>
</tr>
<tr>
<td>FY 2018</td>
<td>1334</td>
<td>28</td>
<td>1362</td>
<td>97.9%</td>
</tr>
<tr>
<td>FY 2019 YTD</td>
<td>850</td>
<td>15</td>
<td>865</td>
<td>98.3%</td>
</tr>
</tbody>
</table>

* Facility opened December 30, 2010
### General Aviation Terminal - HVAC

**Contractor:** Advanced Air Systems - Low Bidder  
**Consultant:** Hanson Professional Services, Inc  
**Funding:** NAA  

<table>
<thead>
<tr>
<th>Item</th>
<th>Costs to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Board Approved Budget - Design Phase I</td>
<td>$34,410.00</td>
</tr>
<tr>
<td>2 Board Approved Budget - Construction</td>
<td>$500,000.00</td>
</tr>
<tr>
<td>3 Hanson Professional Services, Inc. - Design Phase I</td>
<td>$34,410.00</td>
</tr>
<tr>
<td>4 Hanson Professional Services, Inc. - Construction Phase II</td>
<td>$5,930.00</td>
</tr>
<tr>
<td>5 Contractor: Advanced Air Systems</td>
<td>$441,813.00</td>
</tr>
<tr>
<td>6 Direct Purchase</td>
<td></td>
</tr>
<tr>
<td>7 Total Project Budget</td>
<td>$534,410.00</td>
</tr>
<tr>
<td>8 Total Cost to Date</td>
<td>$436,831.67</td>
</tr>
<tr>
<td>9 Total available to Complete</td>
<td>$97,778.33</td>
</tr>
</tbody>
</table>

Work is complete, final payment with permit closeout.

---

### Taxiway D North Quad Realignment Design & Const. Phase

**Contractor:** Quality Enterprises USA, Inc.  
**Consultant:** EG Solutions  
**Funding:** FDOT-80%, NAA-20%  

<table>
<thead>
<tr>
<th>Item</th>
<th>Costs to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Board Approved Budget - Design &amp; Construction Phase Serv.</td>
<td>$606,841.00</td>
</tr>
<tr>
<td>2 Board Approved Budget - Construction</td>
<td>$3,675,999.25</td>
</tr>
<tr>
<td>3 EG Solutions - Design &amp; Const. Phase</td>
<td>$606,841.00</td>
</tr>
<tr>
<td>4 Contractor: Quality Enterprises USA, Inc.</td>
<td>$3,675,999.25</td>
</tr>
<tr>
<td>5 Bid Advertisement</td>
<td></td>
</tr>
<tr>
<td>6 Total Project Cost - Design &amp; Construction</td>
<td>$4,282,840.25</td>
</tr>
<tr>
<td>7 Total Cost to Date</td>
<td>$4,009,344.43</td>
</tr>
<tr>
<td>8 Total available to Complete</td>
<td>$273,496.82</td>
</tr>
</tbody>
</table>

Work is complete, final payment with permit closeout.

---

### ARFF Replacement Station

**Contractor:** TBD  
**Consultant:** Atkins North America, Inc.  
**Funding:** FDOT-80%, NAA-20%  

<table>
<thead>
<tr>
<th>Item</th>
<th>Costs to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Board Approved Budget - Design Phase Services</td>
<td>$500,000.00</td>
</tr>
<tr>
<td>2 Atkins - Design Phase</td>
<td>$457,761.00</td>
</tr>
<tr>
<td>3 Contractor: TBD</td>
<td></td>
</tr>
<tr>
<td>4 Bid Advertisement</td>
<td></td>
</tr>
<tr>
<td>5 Total Project Cost</td>
<td>$500,000.00</td>
</tr>
<tr>
<td>6 Total Cost to Date</td>
<td>$432,581.63</td>
</tr>
<tr>
<td>7 Total available to Complete</td>
<td>$67,418.37</td>
</tr>
</tbody>
</table>
### Master Plan
Consultant: Environmental Science Associates Corp.

<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Costs to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Funding:</strong> Base Fee- FAA 90%, FDOT 5%, NAA 5%</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Funding:</strong> Alternate Fee - NAA 100%</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Board Approved Budget</td>
<td>$1,200,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Base Fee</td>
<td>$781,966.00</td>
</tr>
<tr>
<td>3</td>
<td>Alternate Fee</td>
<td>$414,410.00</td>
</tr>
<tr>
<td>4</td>
<td><strong>Total Project Cost</strong></td>
<td>$1,196,405.00</td>
</tr>
<tr>
<td>5</td>
<td><strong>Total Cost to Date</strong></td>
<td>$681,700.07</td>
</tr>
<tr>
<td>6</td>
<td><strong>Total Available to Complete</strong></td>
<td>$514,704.93</td>
</tr>
</tbody>
</table>

### Irma Repair - T Hangars
Contractor: Alen Construction Group
Consultant: Hanson Professional Services, Inc
Funding: NAA

<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Costs to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Board Approved Budget -</strong></td>
<td>$1,031,707.20</td>
</tr>
<tr>
<td>2</td>
<td>Contractor: Alen Construction Group</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td><strong>Total Project Cost</strong></td>
<td>$1,031,707.20</td>
</tr>
<tr>
<td>4</td>
<td><strong>Total Cost to Date</strong></td>
<td>$700,709.85</td>
</tr>
<tr>
<td>5</td>
<td><strong>Total available to Complete</strong></td>
<td>$330,997.35</td>
</tr>
</tbody>
</table>

### Irma Repair Design and Construction Services
Consultant: Hanson Professional Services, Inc
Funding: NAA

<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Costs to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Board Approved Budget - Design and Construction Services</strong></td>
<td>$224,263.00</td>
</tr>
<tr>
<td>2</td>
<td>Hanson Professional Services, Inc.</td>
<td>$224,263.00</td>
</tr>
<tr>
<td>3</td>
<td><strong>Total Project Cost</strong></td>
<td>$224,263.00</td>
</tr>
<tr>
<td>4</td>
<td><strong>Total Cost to Date</strong></td>
<td>$147,349.32</td>
</tr>
<tr>
<td>5</td>
<td><strong>Total available to Complete</strong></td>
<td>$76,913.68</td>
</tr>
</tbody>
</table>

Leadership Team Report -9- April 18, 2019
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Costs to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Board Approved Budget - Design and Const Services</td>
<td>$122,310.00</td>
</tr>
<tr>
<td>2</td>
<td>Board Approved Budget - Construction</td>
<td>$1,575,000.00</td>
</tr>
<tr>
<td>3</td>
<td>Hanson Professional Services, Inc. - Design</td>
<td>$122,310.00</td>
</tr>
<tr>
<td>4</td>
<td>MDM Services, Inc. - Construction</td>
<td>$1,431,045.35</td>
</tr>
<tr>
<td>5</td>
<td>Total Project Cost</td>
<td>$1,697,310.00</td>
</tr>
<tr>
<td>6</td>
<td>Total Cost to Date</td>
<td>$91,066.30</td>
</tr>
<tr>
<td>7</td>
<td>Total available to Complete</td>
<td>$1,606,243.70</td>
</tr>
</tbody>
</table>
## CITY OF NAPLES AIRPORT AUTHORITY
### ACTIVITY REPORT
#### PERIOD ENDING 31 MARCH 2019

### OPERATIONS

<table>
<thead>
<tr>
<th></th>
<th>Current Month</th>
<th>Year to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY 18</td>
<td>FY 19</td>
</tr>
<tr>
<td><strong>OPERATIONS - Itinerant</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Carrier</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Commercial</td>
<td>2,046</td>
<td>2,006</td>
</tr>
<tr>
<td>General Aviation</td>
<td>8,281</td>
<td>8,002</td>
</tr>
<tr>
<td>Military</td>
<td>19</td>
<td>31</td>
</tr>
<tr>
<td><strong>TOTAL ITINERANT OPERATIONS</strong></td>
<td>10,346</td>
<td>10,039</td>
</tr>
<tr>
<td><strong>OPERATIONS - Local</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>General Aviation</td>
<td>1,856</td>
<td>1,401</td>
</tr>
<tr>
<td>Military</td>
<td>5</td>
<td>2</td>
</tr>
<tr>
<td><strong>TOTAL LOCAL OPERATIONS</strong></td>
<td>1,861</td>
<td>1,403</td>
</tr>
<tr>
<td><strong>TOTAL NIGHT OPERATIONS</strong></td>
<td>293</td>
<td>290</td>
</tr>
<tr>
<td><strong>TOTAL IFR - Operations</strong></td>
<td>5,766</td>
<td>5,833</td>
</tr>
<tr>
<td><strong>TOTAL VFR - Operations</strong></td>
<td>6,734</td>
<td>5,899</td>
</tr>
<tr>
<td><strong>TOTAL OPERATIONS</strong></td>
<td>12,500</td>
<td>11,732</td>
</tr>
</tbody>
</table>

*Beginning 1/1/2019, the reporting structure was modified as indicated.

N.M. = No meaningful figure

Leadership Team Report -12- April 18, 2019
<table>
<thead>
<tr>
<th>MONTH</th>
<th>TOTAL AIRCRAFT CLEARED</th>
<th>AIRCRAFT CLEARED/STAYED IN NAPLES</th>
<th>CLEARED/DEPARTED FOR DESTINATION</th>
<th>PERSONS CLEARED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY 2018</td>
<td>FY 2019</td>
<td>VARIANCE (%)</td>
<td>FY 2018</td>
</tr>
<tr>
<td>OCTOBER</td>
<td>55</td>
<td>63</td>
<td>14.5</td>
<td>55</td>
</tr>
<tr>
<td>NOVEMBER</td>
<td>126</td>
<td>143</td>
<td>13.5</td>
<td>123</td>
</tr>
<tr>
<td>DECEMBER</td>
<td>156</td>
<td>137</td>
<td>-12.2</td>
<td>155</td>
</tr>
<tr>
<td>JANUARY</td>
<td>162</td>
<td>138</td>
<td>-14.8</td>
<td>158</td>
</tr>
<tr>
<td>FEBRUARY</td>
<td>185</td>
<td>173</td>
<td>-6.5</td>
<td>183</td>
</tr>
<tr>
<td>MARCH</td>
<td>202</td>
<td>211</td>
<td>4.5</td>
<td>197</td>
</tr>
<tr>
<td>APRIL</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MAY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>JUNE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>JULY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AUGUST</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEPTEMBER</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>YTD TOTALS</td>
<td>886</td>
<td>865</td>
<td>-2.4</td>
<td>871</td>
</tr>
</tbody>
</table>

Leadership Team Report

April 18, 2019
Aviation Fuel Gallons & Aircraft Operations Historical Comparison
36 Months

**NOTE:** Jet Operations figures are provided by FlightAware and are subject to change due to their reporting methods. **

Leadership Team Report

April 18, 2019
To: Honorable Chair and Commissioners  
From: Christopher A. Rozansky, Executive Director  
By: Ken Warriner, Director of Finance and Administration  
Date: March 8, 2019  
Re: March 2019 Financials

1. Financial Summary

For the month of March 2019, operating revenue (net of cost of goods sold) was $2,293,529 compared to the budget of $1,955,003. This was favorable to budget by $338,526 or 17%. Operating expenses were favorable to budget by $131,640 or 13%. Income from Operations was $1,417,271 or $470,166 favorable to the budget. The net income was favorable to budget by $498,614. The Authority’s net income for the month was budgeted at $699,333 and the actual was $1,197,947.

<table>
<thead>
<tr>
<th>YTD Budget-to-Actual Comparisons</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY 18-19 Budget</td>
<td>FY 18-19 Actual</td>
<td>Variance</td>
<td>Percent Variance</td>
<td></td>
</tr>
<tr>
<td>Jet A Net Fuel Revenue</td>
<td>$ 6,824,244</td>
<td>$ 7,913,661</td>
<td>$ 1,089,417</td>
<td>16.0%</td>
<td></td>
</tr>
<tr>
<td>Jet A Fuel Gallons Sold</td>
<td>4,483,833</td>
<td>5,041,698</td>
<td>557,865</td>
<td>12.4%</td>
<td></td>
</tr>
<tr>
<td>Jet A Fuel Gallons Pumped</td>
<td>4,358,239</td>
<td>4,947,456</td>
<td>589,217</td>
<td>13.5%</td>
<td></td>
</tr>
<tr>
<td>Ramp Fee Revenue</td>
<td>366,200</td>
<td>426,450</td>
<td>60,250</td>
<td>16.5%</td>
<td></td>
</tr>
<tr>
<td>S/T Storage Rentals</td>
<td>725,000</td>
<td>725,932</td>
<td>932</td>
<td>0.1%</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>YTD Prior Year to Current Year Comparisons</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY 17-18 Actual</td>
<td>FY 18-19 Actual</td>
<td>Variance</td>
<td>Percent Variance</td>
<td></td>
</tr>
<tr>
<td>Aircraft Fuelings</td>
<td>16,150</td>
<td>16,757</td>
<td>607</td>
<td>3.8%</td>
<td></td>
</tr>
<tr>
<td>Jet A Fuelings</td>
<td>9,650</td>
<td>9,773</td>
<td>123</td>
<td>1.3%</td>
<td></td>
</tr>
<tr>
<td>Jet A Fuel Gallons Pumped</td>
<td>4,771,899</td>
<td>4,947,456</td>
<td>175,557</td>
<td>3.7%</td>
<td></td>
</tr>
<tr>
<td>Ramp Fee Transactions</td>
<td>1,584</td>
<td>1,574</td>
<td>(10)</td>
<td>-0.6%</td>
<td></td>
</tr>
</tbody>
</table>

As of the end of March, the Authority was still at capacity for aircraft storage rentals with a waiting list of 82 for various size rental spaces. Of these, 43% are current tenants and 57% are prospective tenants.
# INDEX

<table>
<thead>
<tr>
<th>Management Reports</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Statement of Fuel Sales - Month</td>
<td>2</td>
</tr>
<tr>
<td>Statement of Fuel Sales - Fiscal Year-to-Date</td>
<td>3</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Financial Statements</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Income Statement - Month</td>
<td>4</td>
</tr>
<tr>
<td>Income Statement - Fiscal Year-to-Date</td>
<td>5</td>
</tr>
<tr>
<td>Operating Expenses by Department - Month</td>
<td>6</td>
</tr>
<tr>
<td>Operating Expenses by Department - Fiscal Year-to-Date</td>
<td>7</td>
</tr>
<tr>
<td>Statement of Cash Flows</td>
<td>8</td>
</tr>
<tr>
<td>Balance Sheet</td>
<td>9</td>
</tr>
<tr>
<td>Fuel Sales Revenue</td>
<td>FY 18 - 19 Budget</td>
</tr>
<tr>
<td>-----------------------------------------------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>Jet A Full Service</td>
<td>324,759</td>
</tr>
<tr>
<td>Contract Fuel</td>
<td>-</td>
</tr>
<tr>
<td>Jet A Prepaid</td>
<td>208,884</td>
</tr>
<tr>
<td>Volume Discount</td>
<td>281,602</td>
</tr>
<tr>
<td>Flowage Fees</td>
<td>16,540</td>
</tr>
<tr>
<td>Total Jet A</td>
<td>331,558</td>
</tr>
<tr>
<td>100LL Full Service</td>
<td>20,910</td>
</tr>
<tr>
<td>Self Fuel</td>
<td>12,546</td>
</tr>
<tr>
<td>Prepaid Fuel</td>
<td>11,220</td>
</tr>
<tr>
<td>Total 100LL</td>
<td>44,676</td>
</tr>
<tr>
<td>Car Wash Facility</td>
<td>4,489</td>
</tr>
<tr>
<td>Aviation Oil</td>
<td>-</td>
</tr>
<tr>
<td>Total Fuel Sales</td>
<td>880,750</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fuel Cost of Sales</th>
<th>FY 18 - 19 Budget</th>
<th>Current Month</th>
<th>FY 18 - 19 Actual</th>
<th>Variance Favorable (Unfavorable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jet A Full Service</td>
<td>324,759</td>
<td>$638,925</td>
<td>205,954</td>
<td>$487,068</td>
</tr>
<tr>
<td>Contract Fuel</td>
<td>-</td>
<td>$87,599</td>
<td>$1,427,233</td>
<td>-</td>
</tr>
<tr>
<td>Jet A Prepaid</td>
<td>208,884</td>
<td>411,629</td>
<td>208,129</td>
<td>$509,000</td>
</tr>
<tr>
<td>Volume Discount</td>
<td>281,602</td>
<td>559,401</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Flowage Fees</td>
<td>16,540</td>
<td>12,892</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total Jet A Cost</td>
<td>831,558</td>
<td>$1,609,055</td>
<td>1,044,574</td>
<td>$2,433,131</td>
</tr>
<tr>
<td>100LL Full Service</td>
<td>20,910</td>
<td>66,912</td>
<td>17,302</td>
<td>60,852</td>
</tr>
<tr>
<td>Self Fuel</td>
<td>12,546</td>
<td>40,147</td>
<td>10,662</td>
<td>33,350</td>
</tr>
<tr>
<td>Prepaid Fuel</td>
<td>11,220</td>
<td>35,904</td>
<td>13,023</td>
<td>40,373</td>
</tr>
<tr>
<td>Total 100LL Cost</td>
<td>44,676</td>
<td>142,963</td>
<td>40,887</td>
<td>134,576</td>
</tr>
<tr>
<td>Car Wash Facility</td>
<td>4,489</td>
<td>9,100</td>
<td>7,051</td>
<td>28,138</td>
</tr>
<tr>
<td>Aviation Oil</td>
<td>-</td>
<td>$600</td>
<td>50</td>
<td>$3,298</td>
</tr>
<tr>
<td>Credit Carol Fees</td>
<td>$34,500</td>
<td>-</td>
<td>30,692</td>
<td>-</td>
</tr>
<tr>
<td>Total Cost of Sales</td>
<td>880,750</td>
<td>$1,797,118</td>
<td>1,062,662</td>
<td>$2,620,034</td>
</tr>
</tbody>
</table>

Total Net Fuel Revenue                                      | $1,401,609       | $1,874,990    |                     | $173,381           |
## City of Naples Airport Authority  
### Statement of Fuel Sales  
#### For the Period Ending March 31, 2019

### Fuel Sales Revenue

<table>
<thead>
<tr>
<th></th>
<th>FY 18 - 19 Budget</th>
<th>FY 18 - 19 Actual</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Gallons</td>
<td>Dollars</td>
<td>Gallons</td>
</tr>
<tr>
<td>Jet A Full Service</td>
<td>1,772,321</td>
<td>7,301,433</td>
<td>1,116,927</td>
</tr>
<tr>
<td>Contract Fuel</td>
<td>0</td>
<td>-</td>
<td>2,361,420</td>
</tr>
<tr>
<td>Jet A Prepaid</td>
<td>1,005,898</td>
<td>3,345,418</td>
<td>1,210,731</td>
</tr>
<tr>
<td>Volume Discount</td>
<td>1,580,020</td>
<td>4,745,796</td>
<td>238,378</td>
</tr>
<tr>
<td>Flowage Fees</td>
<td>125,594</td>
<td>38,935</td>
<td>98,242</td>
</tr>
<tr>
<td><strong>Total Jet A</strong></td>
<td>4,483,833</td>
<td>15,631,582</td>
<td>5,041,698</td>
</tr>
<tr>
<td>100LL Full Service</td>
<td>102,714</td>
<td>417,609</td>
<td>99,877</td>
</tr>
<tr>
<td>Self Fueler</td>
<td>64,566</td>
<td>219,605</td>
<td>40,401</td>
</tr>
<tr>
<td>Prepaid Fuel</td>
<td>62,208</td>
<td>240,322</td>
<td>76,834</td>
</tr>
<tr>
<td><strong>Total 100LL</strong></td>
<td>229,488</td>
<td>897,346</td>
<td>217,112</td>
</tr>
<tr>
<td>Car Wash Facility</td>
<td>17,833</td>
<td>52,100</td>
<td>32,261</td>
</tr>
<tr>
<td>Aviation Oil</td>
<td>$ 4,100</td>
<td>315</td>
<td>$ 9,995</td>
</tr>
<tr>
<td><strong>Total Fuel Sales</strong></td>
<td>4,731,154</td>
<td>16,385,128</td>
<td>5,291,385</td>
</tr>
</tbody>
</table>

### Fuel Cost of Sales

<table>
<thead>
<tr>
<th></th>
<th>FY 18 - 19 Budget</th>
<th>FY 18 - 19 Actual</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Gallons</td>
<td>Dollars</td>
<td>Gallons</td>
</tr>
<tr>
<td>Jet A Full Service</td>
<td>1,772,321</td>
<td>3,422,928</td>
<td>1,116,927</td>
</tr>
<tr>
<td>Contract Fuel</td>
<td>-</td>
<td>-</td>
<td>2,361,420</td>
</tr>
<tr>
<td>Jet A Prepaid</td>
<td>1,005,898</td>
<td>2,028,865</td>
<td>1,210,731</td>
</tr>
<tr>
<td>Volume Discount</td>
<td>1,580,020</td>
<td>3,155,545</td>
<td>258,378</td>
</tr>
<tr>
<td>Flowage Fees</td>
<td>125,594</td>
<td>94,242</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Jet A Cost</strong></td>
<td>4,483,833</td>
<td>8,607,338</td>
<td>5,041,698</td>
</tr>
<tr>
<td>100LL Full Service</td>
<td>102,714</td>
<td>328,685</td>
<td>99,877</td>
</tr>
<tr>
<td>Self Fueler</td>
<td>64,566</td>
<td>206,612</td>
<td>40,401</td>
</tr>
<tr>
<td>Prepaid Fuel</td>
<td>62,208</td>
<td>198,777</td>
<td>76,834</td>
</tr>
<tr>
<td><strong>Total 100LL Cost</strong></td>
<td>229,488</td>
<td>734,074</td>
<td>217,112</td>
</tr>
<tr>
<td>Car Wash Facility</td>
<td>17,833</td>
<td>45,900</td>
<td>32,261</td>
</tr>
<tr>
<td>Aviation Oil</td>
<td>$ 3,200</td>
<td>315</td>
<td>$ 4,223</td>
</tr>
<tr>
<td>Credit Card Fees</td>
<td>$ 186,800</td>
<td>$ 148,755</td>
<td></td>
</tr>
<tr>
<td><strong>Total Cost of Sales</strong></td>
<td>4,731,154</td>
<td>9,577,312</td>
<td>5,291,385</td>
</tr>
</tbody>
</table>

### Total Net Fuel Revenue

- **FY 19 - 18 Budget**: $6,807,816
- **FY 19 - 18 Actual**: $8,028,548
- **Variance**: $1,220,733
<table>
<thead>
<tr>
<th>Operating Revenue</th>
<th>Current Period</th>
<th>Variance Explanation for Amounts &amp;&lt;0.001 and 10%</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY 18-19</td>
<td>Favorable/ (Unfavorable) %</td>
</tr>
<tr>
<td></td>
<td>Budget</td>
<td>Actual</td>
</tr>
<tr>
<td></td>
<td>$3,198,727</td>
<td>$4,195,034</td>
</tr>
<tr>
<td></td>
<td>(1,767,110)</td>
<td>(2,620,042)</td>
</tr>
<tr>
<td>Fuel Sales</td>
<td>$1,410,619</td>
<td>$1,574,990</td>
</tr>
<tr>
<td>Cost of fuel sales</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net fuel sales</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Concession Fees</td>
<td>83,002</td>
<td>96,102</td>
</tr>
<tr>
<td>Hangar/T-Shelter/Inhosp</td>
<td>229,782</td>
<td>296,128</td>
</tr>
<tr>
<td>Building &amp; Land Rent</td>
<td>110,510</td>
<td>123,401</td>
</tr>
<tr>
<td>Line Services</td>
<td>62,962</td>
<td>122,210</td>
</tr>
<tr>
<td>U.S. Customs User Fees</td>
<td>24,794</td>
<td>68,115</td>
</tr>
<tr>
<td>Miscellaneous Revenue</td>
<td>1,796</td>
<td>12,581</td>
</tr>
<tr>
<td>Total Operating Revenue</td>
<td>$1,991,683</td>
<td>$2,293,529</td>
</tr>
<tr>
<td>Operating Expenses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel Expense</td>
<td>$493,984</td>
<td>$403,162</td>
</tr>
<tr>
<td>Professional Fees</td>
<td>172,461</td>
<td>131,797</td>
</tr>
<tr>
<td>Legal Fees</td>
<td>25,590</td>
<td>14,226</td>
</tr>
<tr>
<td>Communications Expense</td>
<td>8,851</td>
<td>14,203</td>
</tr>
<tr>
<td>Insurance Expense</td>
<td>44,407</td>
<td>47,040</td>
</tr>
<tr>
<td>Health, Life and Long Term Dis. Ins.</td>
<td>49,267</td>
<td>74,315</td>
</tr>
<tr>
<td>Employee Recognition Affairs</td>
<td>590</td>
<td>1,289</td>
</tr>
<tr>
<td>Utilities</td>
<td>1,705</td>
<td>6,240</td>
</tr>
<tr>
<td>Training &amp; Education / Webinars</td>
<td>22,070</td>
<td>3,500</td>
</tr>
<tr>
<td>Professional Development</td>
<td>2,133</td>
<td>-</td>
</tr>
<tr>
<td>Conferences</td>
<td>10,903</td>
<td>3,797</td>
</tr>
<tr>
<td>Travel / Mileage / Meals / Lodging</td>
<td>5,556</td>
<td>3,324</td>
</tr>
<tr>
<td>Utilities &amp; Environmental Expense</td>
<td>39,330</td>
<td>44,676</td>
</tr>
<tr>
<td>Office/Suppliers/Postage/Printing Expense</td>
<td>17,842</td>
<td>8,668</td>
</tr>
<tr>
<td>Police Services</td>
<td>3,000</td>
<td>2,800</td>
</tr>
<tr>
<td>Dues/Subscriptions/Fees Expense</td>
<td>5,242</td>
<td>5,969</td>
</tr>
<tr>
<td>Auto Gas &amp; Diesel Fuel Expense</td>
<td>7,083</td>
<td>11,785</td>
</tr>
<tr>
<td>Pilot Services</td>
<td>13,333</td>
<td>9,423</td>
</tr>
<tr>
<td>Building Maintenance</td>
<td>20,642</td>
<td>32,652</td>
</tr>
<tr>
<td>Airfield Maintenance</td>
<td>5,298</td>
<td>16,242</td>
</tr>
<tr>
<td>Grounds Maintenance</td>
<td>12,497</td>
<td>5,034</td>
</tr>
<tr>
<td>Vehicle Maintenance</td>
<td>6,210</td>
<td>11,079</td>
</tr>
<tr>
<td>Equipment Maintenance</td>
<td>22,149</td>
<td>28,710</td>
</tr>
<tr>
<td>Small Tools, Equipment and Supplies</td>
<td>7,272</td>
<td>14,241</td>
</tr>
<tr>
<td>Miscellaneous Expense</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Operating Expenses</td>
<td>$1,097,899</td>
<td>$876,258</td>
</tr>
<tr>
<td>Insurance(Loss) from Operations</td>
<td>$947,146</td>
<td>$1,417,271</td>
</tr>
<tr>
<td>Other Income(Expense)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Customer Facility Charges</td>
<td>18,092</td>
<td>24,008</td>
</tr>
<tr>
<td>Depreciation Exp-Operations</td>
<td>(179,574)</td>
<td>(192,750)</td>
</tr>
<tr>
<td>Depreciation Exp-Contributions</td>
<td>(121,965)</td>
<td>(122,184)</td>
</tr>
<tr>
<td>Interest Revenue</td>
<td>35,825</td>
<td>70,652</td>
</tr>
<tr>
<td>Total Other Income (Expense)</td>
<td>$247,772</td>
<td>$219,324</td>
</tr>
<tr>
<td>Net Income</td>
<td>$498,333</td>
<td>$1,197,947</td>
</tr>
</tbody>
</table>
## City of Naples Airport Authority
### Income Statement
(Budget-to-Actual Comparison)
For the Fiscal Year-to-Date Period Ending March 31, 2019

<table>
<thead>
<tr>
<th>Operating Revenue</th>
<th>FY 18-19</th>
<th>Year-to-Date</th>
<th>Favorable/ (Unfavorable)</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fuel Sales</td>
<td>$16,381,128</td>
<td>$20,794,874</td>
<td>$4,403,746</td>
<td>27%</td>
</tr>
<tr>
<td>Cost of fuel sales</td>
<td>(9,577,322)</td>
<td>(12,766,226)</td>
<td>(3,188,904)</td>
<td>33%</td>
</tr>
<tr>
<td>Net fuel sales</td>
<td>$6,803,806</td>
<td>$6,028,548</td>
<td>$1,220,272</td>
<td>18%</td>
</tr>
<tr>
<td>Concession Fees</td>
<td>$360,500</td>
<td>$391,185</td>
<td>$30,685</td>
<td>9%</td>
</tr>
<tr>
<td>Hangar/Terminal/Office</td>
<td>1,557,126</td>
<td>1,587,182</td>
<td>30,056</td>
<td>2%</td>
</tr>
<tr>
<td>Building &amp; Land Rent</td>
<td>673,591</td>
<td>721,143</td>
<td>47,552</td>
<td>7%</td>
</tr>
<tr>
<td>Line Services</td>
<td>397,350</td>
<td>362,360</td>
<td>34,990</td>
<td>9%</td>
</tr>
<tr>
<td>U.S. Customs User Fees</td>
<td>202,610</td>
<td>289,345</td>
<td>87,735</td>
<td>43%</td>
</tr>
<tr>
<td>Miscellaneous Revenue</td>
<td>10,460</td>
<td>24,305</td>
<td>13,845</td>
<td>132%</td>
</tr>
<tr>
<td><strong>Total Operating Revenue</strong></td>
<td>$10,699,222</td>
<td>$11,604,608</td>
<td>$1,594,386</td>
<td>16%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Operating Expenses</th>
<th>FY 18-19</th>
<th>Year-to-Date</th>
<th>Favorable/ (Unfavorable)</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel Expense</td>
<td>$3,005,840</td>
<td>$2,746,078</td>
<td>$258,762</td>
<td>9%</td>
</tr>
<tr>
<td>Professional Fees</td>
<td>1,025,408</td>
<td>989,442</td>
<td>35,966</td>
<td>7%</td>
</tr>
<tr>
<td>Legal Fees</td>
<td>165,821</td>
<td>199,005</td>
<td>33,184</td>
<td>10%</td>
</tr>
<tr>
<td>Communications Expense</td>
<td>81,664</td>
<td>79,060</td>
<td>2,604</td>
<td>3%</td>
</tr>
<tr>
<td>Insurance Expense</td>
<td>266,442</td>
<td>250,298</td>
<td>16,144</td>
<td>6%</td>
</tr>
<tr>
<td>Health, Life and Long Term Oth. Ins.</td>
<td>455,802</td>
<td>442,527</td>
<td>(20,275)</td>
<td>(4%)</td>
</tr>
<tr>
<td>Employee Recognition Affairs</td>
<td>22,380</td>
<td>21,475</td>
<td>(905)</td>
<td>(4)%</td>
</tr>
<tr>
<td>Uniforms</td>
<td>48,311</td>
<td>46,488</td>
<td>1,823</td>
<td>4%</td>
</tr>
<tr>
<td>Training &amp; Education / Webinars</td>
<td>70,250</td>
<td>70,250</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Professional Development</td>
<td>12,798</td>
<td>12,798</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Conferences</td>
<td>55,116</td>
<td>7,587</td>
<td>47,529</td>
<td>86%</td>
</tr>
<tr>
<td>Travel / Mileage / Meals / Lodging</td>
<td>31,088</td>
<td>20,539</td>
<td>10,559</td>
<td>34%</td>
</tr>
<tr>
<td>Utilities &amp; Environmental Expense</td>
<td>236,064</td>
<td>175,038</td>
<td>61,026</td>
<td>26%</td>
</tr>
<tr>
<td>Office/Supplies/Postage/Printing Expense</td>
<td>107,142</td>
<td>52,999</td>
<td>54,143</td>
<td>51%</td>
</tr>
<tr>
<td>Police Services</td>
<td>18,060</td>
<td>18,260</td>
<td>(200)</td>
<td>(1)%</td>
</tr>
<tr>
<td>Dues/Subscriptions/Fees Expense</td>
<td>33,838</td>
<td>23,072</td>
<td>10,766</td>
<td>32%</td>
</tr>
<tr>
<td>Auto Gas &amp; Diesel Fuel Expense</td>
<td>42,958</td>
<td>38,947</td>
<td>4,011</td>
<td>8%</td>
</tr>
<tr>
<td>Pilot Services</td>
<td>79,998</td>
<td>66,959</td>
<td>13,039</td>
<td>16%</td>
</tr>
<tr>
<td>Building Maintenance</td>
<td>126,816</td>
<td>101,070</td>
<td>25,746</td>
<td>20%</td>
</tr>
<tr>
<td>Airfield Maintenance</td>
<td>105,593</td>
<td>47,939</td>
<td>57,654</td>
<td>55%</td>
</tr>
<tr>
<td>Grounds Maintenance</td>
<td>74,978</td>
<td>78,587</td>
<td>(3,609)</td>
<td>(5)%</td>
</tr>
<tr>
<td>Vehicle Maintenance</td>
<td>37,694</td>
<td>33,631</td>
<td>4,063</td>
<td>11%</td>
</tr>
<tr>
<td>Equipment Maintenance</td>
<td>131,100</td>
<td>137,961</td>
<td>(6,860)</td>
<td>(5)%</td>
</tr>
<tr>
<td>Small Tools, Equipment and Supplies</td>
<td>43,478</td>
<td>62,321</td>
<td>(19,843)</td>
<td>(44)%</td>
</tr>
<tr>
<td><strong>Total Operating Expenses</strong></td>
<td>$6,234,580</td>
<td>$5,575,520</td>
<td>$661,060</td>
<td>11%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Income/(Loss) from Operations</th>
<th>FY 18-19</th>
<th>Year-to-Date</th>
<th>Favorable/ (Unfavorable)</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Operating Expenses</strong></td>
<td>$6,234,580</td>
<td>$5,575,520</td>
<td>$661,060</td>
<td>11%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other Income/(Expense)</th>
<th>FY 18-19</th>
<th>Year-to-Date</th>
<th>Favorable/ (Unfavorable)</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Facility Charges</td>
<td>$108,152</td>
<td>$108,080</td>
<td>$472</td>
<td>0%</td>
</tr>
<tr>
<td><strong>Total Other Income (Expense)</strong></td>
<td>$(1,493,789)</td>
<td>$(1,402,705)</td>
<td>$90,990 (8)%</td>
<td>103%</td>
</tr>
<tr>
<td>Operating Expenses</td>
<td>Air Traffic Control Tower</td>
<td>Airport Rescue Fire Fighting</td>
<td>IT</td>
<td>US Customs &amp; Border Protection</td>
</tr>
<tr>
<td>--------------------</td>
<td>--------------------------</td>
<td>------------------------------</td>
<td>----</td>
<td>--------------------------------</td>
</tr>
<tr>
<td>Personnel Expense</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Professional Fees</td>
<td>$ -</td>
<td>$ 68,017</td>
<td>(5,038)</td>
<td>$ 27,704</td>
</tr>
<tr>
<td>Legal Fees</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Communications</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Insurance</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Health, Life and Long Term Dis. Ins.</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Employee Recognition Affairs</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Uniforms</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Training &amp; Education / Webinars</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Professional Development</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Conferences</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 695</td>
<td>$ -</td>
</tr>
<tr>
<td>Travel / Mileage / Meals / Lodging</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Utilities &amp; Environmental</td>
<td>$ 2,972</td>
<td>$ 2,711</td>
<td>$ 6,626</td>
<td>$ 32,367</td>
</tr>
<tr>
<td>Office/Supplies/Postage/Printing</td>
<td>$ 60</td>
<td>$ 358</td>
<td>$ 61</td>
<td>$ 8,189</td>
</tr>
<tr>
<td>Police Services</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Dues/Subscriptions/Fees</td>
<td>$ -</td>
<td>$ 108</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Auto Gas &amp; Diesel Fuel</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Pilot Services</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Building Maintenance</td>
<td>$ 162</td>
<td>$ 93</td>
<td>$ 1,575</td>
<td>$ 12,008</td>
</tr>
<tr>
<td>Airfield Maintenance</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Grounds Maintenance</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Vehicle Maintenance</td>
<td>$ -</td>
<td>$ 7,915</td>
<td>$ -</td>
<td>$ 3,164</td>
</tr>
<tr>
<td>Equipment Maintenance</td>
<td>$ -</td>
<td>$ 207</td>
<td>$ -</td>
<td>$ 28,503</td>
</tr>
<tr>
<td>Small Tools, Equip and Supplies</td>
<td>$ -</td>
<td>(20)</td>
<td>$ 2 (2,940)</td>
<td>$ 17,199</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>20</td>
<td>$ 374</td>
<td>3</td>
<td>$ (360)</td>
</tr>
<tr>
<td>Total Operating Expenses</td>
<td>$ 3,214</td>
<td>$ 79,111</td>
<td>$ (3,875)</td>
<td>$ 33,029</td>
</tr>
<tr>
<td>Budget</td>
<td>$ 5,167</td>
<td>$ 70,835</td>
<td>$ 34,542</td>
<td>$ 30,759</td>
</tr>
<tr>
<td>Favorable / (Unfavorable)</td>
<td>$ 1,953</td>
<td>$ (8,276)</td>
<td>$ 38,417</td>
<td>$ (2,270)</td>
</tr>
</tbody>
</table>
## Operating Expenses by Select Departments

**Fiscal Year-To-Date as of March 31, 2019**

<table>
<thead>
<tr>
<th>Operating Expenses</th>
<th>Air Traffic Control</th>
<th>Airport Rescue Fighting</th>
<th>IT</th>
<th>US Customs &amp; Border Protection</th>
<th>All Other Operating</th>
<th>YTD Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel Expense</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 2,747,078</td>
<td>$ 2,747,078</td>
</tr>
<tr>
<td>Professional Fees</td>
<td>-</td>
<td>413,000</td>
<td>125,016</td>
<td>150,106</td>
<td>261,320</td>
<td>949,442</td>
</tr>
<tr>
<td>Legal Fees</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>149,005</td>
<td>149,005</td>
</tr>
<tr>
<td>Communications</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>79,040</td>
<td>79,040</td>
</tr>
<tr>
<td>Insurance</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>230,208</td>
<td>230,208</td>
</tr>
<tr>
<td>Health, Life and Long Term Dis. Ins</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>442,527</td>
<td>442,527</td>
</tr>
<tr>
<td>Employee Recognition Affairs</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>23,475</td>
<td>23,475</td>
</tr>
<tr>
<td>Uniforms</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>60,448</td>
<td>60,448</td>
</tr>
<tr>
<td>Training &amp; Education / Webinars</td>
<td>-</td>
<td>7,551</td>
<td>-</td>
<td>-</td>
<td>13,503</td>
<td>21,054</td>
</tr>
<tr>
<td>Professional Development</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Conferences</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>6,802</td>
<td>7,587</td>
</tr>
<tr>
<td>Travel / Mileage / Meals / Lodging</td>
<td>-</td>
<td>222</td>
<td>-</td>
<td>-</td>
<td>20,337</td>
<td>20,337</td>
</tr>
<tr>
<td>Utilities &amp; Environmental</td>
<td>11,370</td>
<td>10,269</td>
<td>1,002</td>
<td>11,836</td>
<td>140,561</td>
<td>175,038</td>
</tr>
<tr>
<td>Office/Supplies/Postage/Printing</td>
<td>154</td>
<td>20</td>
<td>1,452</td>
<td>98</td>
<td>51,184</td>
<td>52,909</td>
</tr>
<tr>
<td>Police Services</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>18,260</td>
<td>18,260</td>
</tr>
<tr>
<td>Dues/Subscriptions/Fees</td>
<td>397</td>
<td>-</td>
<td>1,372</td>
<td>-</td>
<td>21,303</td>
<td>23,072</td>
</tr>
<tr>
<td>Auto Gas &amp; Diesel Fuel</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>38,947</td>
<td>38,947</td>
</tr>
<tr>
<td>Pilot Services</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>66,959</td>
<td>66,959</td>
</tr>
<tr>
<td>Building Maintenance</td>
<td>12,823</td>
<td>-</td>
<td>-</td>
<td>2,115</td>
<td>85,484</td>
<td>101,070</td>
</tr>
<tr>
<td>Airfield Maintenance</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>47,959</td>
<td>47,959</td>
</tr>
<tr>
<td>Grounds Maintenance</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>78,587</td>
<td>78,587</td>
</tr>
<tr>
<td>Vehicle Maintenance</td>
<td>-</td>
<td>14,791</td>
<td>-</td>
<td>-</td>
<td>8,840</td>
<td>23,631</td>
</tr>
<tr>
<td>Equipment Maintenance</td>
<td>68</td>
<td>207</td>
<td>-</td>
<td>210</td>
<td>137,456</td>
<td>137,961</td>
</tr>
<tr>
<td>Small Tools, Equip and Supplies</td>
<td>694</td>
<td>120</td>
<td>-</td>
<td>1</td>
<td>61,707</td>
<td>62,521</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>20</td>
<td>374</td>
<td>-</td>
<td>3</td>
<td>(6,305)</td>
<td>(3,998)</td>
</tr>
<tr>
<td><strong>Total Operating Expenses</strong></td>
<td><strong>$ 25,826</strong></td>
<td><strong>$ 447,882</strong></td>
<td><strong>$ 129,657</strong></td>
<td><strong>$ 164,388</strong></td>
<td><strong>$ 4,806,866</strong></td>
<td><strong>$ 5,575,520</strong></td>
</tr>
</tbody>
</table>

| Budget              | $ 30,986            | $ 424,978               | $ 207,236 | $ 184,530                     | $ 5,386,850        | $ 6,234,580 |
| Favorable / (Unfavorable) | $ 5,460 | $(22,104) | $ 77,579 | $ 20,142 | $ 579,983 | $ 661,860 |

Page 7
## City of Naples Airport Authority
### Statement of Cash Flows
#### For the Periods Ending
##### March 31, 2019

<table>
<thead>
<tr>
<th>Cash Flows from Operating Activities:</th>
<th>Month</th>
<th>Fiscal Year-to-Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Income</td>
<td>$1,417,271</td>
<td>$6,030,549</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Changes in Working Capital:</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(Increase) Decrease in Accounts Receivable</td>
<td>(8,678)</td>
<td>(640,462)</td>
</tr>
<tr>
<td>(Increase) Decrease in Inventories</td>
<td>115,353</td>
<td>144,157</td>
</tr>
<tr>
<td>(Increase) Decrease in Prepaid Expenses and Other</td>
<td>(50,087)</td>
<td>(303,417)</td>
</tr>
<tr>
<td>Increase (Decrease) in Accounts Payable</td>
<td>180,649</td>
<td>(277,357)</td>
</tr>
<tr>
<td>Increase (Decrease) in Accrued Expenses and Other Current Liab</td>
<td>21,130</td>
<td>94,585</td>
</tr>
<tr>
<td>Increase (Decrease) in Deferred Revenue</td>
<td>-</td>
<td>225,000</td>
</tr>
</tbody>
</table>

**Net Cash Provided (Used) by Operating Activities**  
$1,675,638  $5,273,054

<table>
<thead>
<tr>
<th>Cash Flow from Investing Activities:</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Acquisition, Construction of Capital Assets</td>
<td>$339,885</td>
<td>$3,374,987</td>
</tr>
<tr>
<td>(Increase) Decrease in Due From Government (Grants)</td>
<td>558,224</td>
<td>558,224</td>
</tr>
<tr>
<td>Capital Contributions (Grants)</td>
<td>1,041,776</td>
<td>1,041,776</td>
</tr>
<tr>
<td>Interest and Dividends on Investments</td>
<td>70,602</td>
<td>388,693</td>
</tr>
</tbody>
</table>

**Net Cash Provided (Used) in Investing Activities**  
$1,330,717  $1,386,293

<table>
<thead>
<tr>
<th>Cash Flow from Financing Activities:</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Facility Charge Revenue</td>
<td>24,008</td>
<td>108,080</td>
</tr>
</tbody>
</table>

**Net Cash Provided (Used) by Financing Activities**  
$24,008  $108,080

<table>
<thead>
<tr>
<th>Increase (Decrease) in Cash and Equivalents</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$3,030,363  $3,994,841</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cash and Equivalents at Beginning of Period</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$34,619,404  $35,654,927</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cash and Equivalents at End of Period</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$37,649,767  $37,649,767</td>
<td></td>
</tr>
</tbody>
</table>
City of Naples Airport Authority
Balance Sheet
As of March 31, 2019

**Assets**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash</td>
<td>$37,649,767</td>
</tr>
<tr>
<td>Accounts Receivable</td>
<td>$1,067,110</td>
</tr>
<tr>
<td>Due From Government Agencies</td>
<td>$871,962</td>
</tr>
<tr>
<td>Inventory</td>
<td>$259,044</td>
</tr>
<tr>
<td>Prepaid Expenses</td>
<td>$451,616</td>
</tr>
<tr>
<td><strong>Total Current Assets</strong></td>
<td><strong>$46,299,559</strong></td>
</tr>
<tr>
<td>Land and land improvements</td>
<td>$9,024,341</td>
</tr>
<tr>
<td>Buildings and building improvements</td>
<td>$26,146,087</td>
</tr>
<tr>
<td>Equipment</td>
<td>$8,607,958</td>
</tr>
<tr>
<td>Software</td>
<td>$534,873</td>
</tr>
<tr>
<td>Vehicles</td>
<td>$1,161,716</td>
</tr>
<tr>
<td>Furniture &amp; Fixtures</td>
<td>$970,498</td>
</tr>
<tr>
<td>Intangible Assets</td>
<td>$1,279,025</td>
</tr>
<tr>
<td>Construction in Progress</td>
<td>$6,589,134</td>
</tr>
<tr>
<td>Infrastructure</td>
<td>$60,310,218</td>
</tr>
<tr>
<td><strong>Accumulated amortization and depreciation</strong></td>
<td>$(50,029,434)</td>
</tr>
<tr>
<td><strong>Total Net Property, Plant &amp; Equipment</strong></td>
<td><strong>$64,594,417</strong></td>
</tr>
</tbody>
</table>

**Total Assets**

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>$104,893,977</strong></td>
</tr>
</tbody>
</table>

**Liabilities**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts Payable</td>
<td>$2,948,705</td>
</tr>
<tr>
<td>Accrued Salaries &amp; Benefits</td>
<td>$236,787</td>
</tr>
<tr>
<td>Accrued Liabilities - other</td>
<td>$38,115</td>
</tr>
<tr>
<td><strong>Total Current Liabilities</strong></td>
<td><strong>$3,243,606</strong></td>
</tr>
<tr>
<td>Long Term Liabilities</td>
<td>$5,249,837</td>
</tr>
</tbody>
</table>

**Total Liabilities**

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>$8,493,443</strong></td>
</tr>
</tbody>
</table>

**Equity**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contributed Capital</td>
<td>$36,653,359</td>
</tr>
<tr>
<td>Retained Earnings</td>
<td>$55,119,395</td>
</tr>
<tr>
<td>Current Year Retained Earnings</td>
<td>$6,627,780</td>
</tr>
<tr>
<td><strong>Total Equity</strong></td>
<td><strong>$76,400,534</strong></td>
</tr>
</tbody>
</table>

**Total Liabilities and Equity**

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>$104,893,977</strong></td>
</tr>
</tbody>
</table>
Naples Airport 14 CFR Part 150
Draft Scope of Work – April 2019
14 CFR Part 150 Draft Scope of Work

1. Project Team, Agency and Sponsor Coordination
2. Community Outreach Program
3. Develop a Comprehensive Database of Current Conditions
4. Noise Contour Development & Impact Analysis
5. Prepare and Submit NEM Report
6. Identify and Evaluate Noise Abatement Alternatives
7. Identify and Evaluate Compatible Land Use Alternatives
8. Identify and Evaluate Administrative Measures
9. Prepare and Submit NCP Documentation
10. Project Management and Coordination
14 CFR Part 150 Draft Scope of Work

1. Project Team, Agency and Sponsor Coordination
2. Community Outreach Program
3. Develop a Comprehensive Database of Current Conditions
4. Noise Contour Development & Impact Analysis
5. Prepare and Submit NEM Report
6. Identify and Evaluate Noise Abatement Alternatives
7. Identify and Evaluate Compatible Land Use Alternatives
8. Identify and Evaluate Administrative Measures
9. Prepare and Submit NCP Documentation
10. Project Management and Coordination

Key Elements – Task 1

- Project Initiation
- Community Engagement and Communication Plan
- Naples Airport Authority (NAA) Coordination
- Federal Aviation Administration (FAA) Orlando Airports District Office (ADO) Coordination (4)
- FAA Air Traffic Organization (ATO) Coordination (6)
- NAA/Noise Compatibility Committee (NCC)/City of Naples/Collier County Briefings (16)
- Other Agency (City and County Planning, etc.) Coordination (4)
14 CFR Part 150 Draft Scope of Work

1. Project Team, Agency and Sponsor Coordination
2. Community Outreach Program
3. Develop a Comprehensive Database of Current Conditions
4. Noise Contour Development & Impact Analysis
5. Prepare and Submit NEM Report
6. Identify and Evaluate Noise Abatement Alternatives
7. Identify and Evaluate Compatible Land Use Alternatives
8. Identify and Evaluate Administrative Measures
9. Prepare and Submit NCP Documentation
10. Project Management and Coordination

Public Workshops – Task 2
- Project Kickoff Workshops (4 – one in each quadrant)
- Noise Exposure Map (NEM) Workshops (2)
- Noise Compatibility Program (NCP) Workshops (2)
- NCP Workshop/Hearing

Additional Outreach – Task 2
- Small Community Meetings (up to 8)
- Community Retail Style Outreach (up to 8)
- Electronic Newsletters (8)
- Website
14 CFR Part 150 Draft Scope of Work

1. Project Team, Agency and Sponsor Coordination
2. Community Outreach Program
3. Develop a Comprehensive Database of Current Conditions
4. Noise Contour Development & Impact Analysis
5. Prepare and Submit NEM Report
6. Identify and Evaluate Noise Abatement Alternatives
7. Identify and Evaluate Compatible Land Use Alternatives
8. Identify and Evaluate Administrative Measures
9. Prepare and Submit NCP Documentation
10. Project Management and Coordination

Technical Advisory Committee (Up to 12 meetings)

- City of Naples
- Collier County
- Community Representatives (from each quadrant)
- NCC Liaison
- NAA Liaison
- Aircraft Operators
- Tenants
- FAA
- Florida Department of Transportation (FDOT)
- Chamber
- Others
14 CFR Part 150 Draft Scope of Work

1. Project Team, Agency and Sponsor Coordination
2. Community Outreach Program
3. Develop a Comprehensive Database of Current Conditions
4. Noise Contour Development & Impact Analysis
5. Prepare and Submit NEM Report
6. Identify and Evaluate Noise Abatement Alternatives
7. Identify and Evaluate Compatible Land Use Alternatives
8. Identify and Evaluate Administrative Measures
9. Prepare and Submit NCP Documentation
10. Project Management and Coordination

Key Elements – Task 3
- Comprehensive Land Use and Operational Database
- Forecast Update (to reflect recent conditions)
- Population Analysis
  - Detailed residential parcel data analysis (based on Property Appraiser database)
  - Review and potential use of third party vendor population growth projections
14 CFR Part 150 Draft Scope of Work

1. Project Team, Agency and Sponsor Coordination
2. Community Outreach Program
3. Develop a Comprehensive Database of Current Conditions
4. Noise Contour Development & Impact Analysis
5. Prepare and Submit NEM Report
6. Identify and Evaluate Noise Abatement Alternatives
7. Identify and Evaluate Compatible Land Use Alternatives
8. Identify and Evaluate Administrative Measures
9. Prepare and Submit NCP Documentation
10. Project Management and Coordination

Key Elements – Task 4
- Runway Use, Flight Track and Fleet Mix Analysis
- Noise Modeling to DNL 55 dBA Contour
- Formal Noise Exposure Map (NEM) Development
- Noise Sensitive Use and Population Impacts
- Supplemental Metrics/Contour Development (up to 4)
14 CFR Part 150 Draft Scope of Work

1. Project Team, Agency and Sponsor Coordination
2. Community Outreach Program
3. Develop a Comprehensive Database of Current Conditions
4. Noise Contour Development & Impact Analysis
5. Prepare and Submit NEM Report
6. Identify and Evaluate Noise Abatement Alternatives
7. Identify and Evaluate Compatible Land Use Alternatives
8. Identify and Evaluate Administrative Measures
9. Prepare and Submit NCP Documentation
10. Project Management and Coordination

Key Elements – Task 5
- Draft and Final NEM Report Documentation
- Public Circulation of Draft (30 days prior to NEM workshop)
- Certification of NEMs
- FAA Determination of Consistency
- Notice of NEM Availability
14 CFR Part 150 Draft Scope of Work

1. Project Team, Agency and Sponsor Coordination
2. Community Outreach Program
3. Develop a Comprehensive Database of Current Conditions
4. Noise Contour Development & Impact Analysis
5. Prepare and Submit NEM Report
6. Identify and Evaluate Noise Abatement Alternatives
7. Identify and Evaluate Compatible Land Use Alternatives
8. Identify and Evaluate Administrative Measures
9. Prepare and Submit NCP Documentation
10. Project Management and Coordination

Key Elements – Tasks 6 - 8
- Identify and Evaluate Various NCP Measures
- Model up to ten (10) Noise Abatement Alternatives
- Screen Alternatives and Develop Recommendations
- Develop Implementation Plan
14 CFR Part 150 Draft Scope of Work

1. Project Team, Agency and Sponsor Coordination
2. Community Outreach Program
3. Develop a Comprehensive Database of Current Conditions
4. Noise Contour Development & Impact Analysis
5. Prepare and Submit NEM Report
6. Identify and Evaluate Noise Abatement Alternatives
7. Identify and Evaluate Compatible Land Use Alternatives
8. Identify and Evaluate Administrative Measures
9. Prepare and Submit NCP Documentation
10. Project Management and Coordination

Key Elements – Task 9

• Finalize Recommendations
• Prepare Draft and Final NCP Report Documentation
• Public Circulation of Draft (30 days prior to public hearing)
• Response to Comments
• FAA Administrative Review
• FAA 180 Day Formal Review Period
• FAA Record of Approval
14 CFR Part 150 Draft Scope of Work

1. Project Team, Agency and Sponsor Coordination
2. Community Outreach Program
3. Develop a Comprehensive Database of Current Conditions
4. Noise Contour Development & Impact Analysis
5. Prepare and Submit NEM Report
6. Identify and Evaluate Noise Abatement Alternatives
7. Identify and Evaluate Compatible Land Use Alternatives
8. Identify and Evaluate Administrative Measures
9. Prepare and Submit NCP Documentation
10. Project Management and Coordination

Key Elements - Task 10

• Project Management and Administration
• Project Closeout
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: Craig Westbay

REPRESENTING: X SELF □ COMPANY □ CLIENT □ OTHER

ADDRESS: 750 9th Ave S

SUBJECT: Seasonality/Frequency of Traffic

AGENDA ITEM NUMBER: □ 2

DATE: 4/9/19

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

REPRESENTING: □ SELF □ COMPANY □ CLIENT □ OTHER: Civil Air Patrol

ADDRESS: 360 Aviation Drive S.

SUBJECT: Lease

AGENDA ITEM NUMBER:

DATE: 4/19/19

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

REPRESENTING: □ SELF □ COMPANY________________________
□ CLIENT
□ OTHER

ADDRESS: _______________________

SUBJECT: _______________________

AGENDA ITEM NUMBER: ___ ___

DATE: ___/___/___

SPEAKERS ARE LIMITED TO FIVE (5) MINUTES.
PLEASE ORGANIZE YOUR COMMENTS ACCORDINGLY.
UAS/DRONE RULES FOR FLIGHT

The operator has an affirmative obligation to be aware of, and demonstrate that any use of a drone complies with, applicable federal, state and local laws and ordinances. Much of the City of Naples is in close enough proximity to Naples Airport that drone usage in much of the City is generally prohibited.

All operators must follow Federal Aviation Administration (FAA) regulations and notification procedures prior to any operation.

RESOURCES FOR ADDITIONAL INFORMATION:

Recreational fliers
www.knowbeforeyoufly.org
www.faa.gov/uas/recreational_fliers/

Government and Commercial Operators
www.faa.gov/uas/commercial_operators/

Mobile App
www.faa.gov/uas/recreational_fliers/where_can_i_fly/b4ufly/

Prepared by Naples Airport Authority
www.FlyNaples.com • 239.643.0733